

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

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VOLUME II

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- Jack Bros. v. D. & R. G. R. Co.**, 24 I. C. C., 720.
- Jackson, Geo. M. v. St. Louis, Ark. & Tex. Ry. Co.**, 1 I. C. C., 184.
- Jackson, Rollo B., v. C., R. I. & P. R. Co.**, 22 I. C. C., 662.
- Jackson & Co. v. B. & O. R. R. Co.** (1022), 12 I. C. C., 587.
- Jackson & Perkins Co. v. S. P. Co.**, 24 I. C. C., 323.
- Jackson Grocery Co. v. Southern Pacific Co. et al.**, 19 I. C. C., 613.
- Jackson Iron & Steel Co. et al. v. Norfolk & Western R. R. Co. et al.**, 19 I. C. C., 603.
- Jackson Lumber Co. v. Central of Georgia Ry. Co. et al.**, 19 I. C. C., 601.
- Jackson Lumber Co. v. L. & N. R. Co.** (U. R. A-148), 27 I. C. C., 713.
- Jackson Lumber Co. v. L. & N. R. Co.** (U. R. A-154), 27 I. C. C., 714.
- Jackson Lumber Co. v. L. & N. R. Co.** (U. R. A-220), 27 I. C. C., 724.
- Jackson Lumber Co. v. S. R. Co.**, 24 I. C. C., 704.
- Jackson, Mathews & Harris v. Louisville & Nashville R. R. Co.**, 8 I. C. C., 93.
- See Phillips, Bailey & Co. v. Louisville & Nashville R. R. Co.
- Jacob v. S. P. Co. (Atlantic S. S. Lines)** (U. R. A-649), 30 I. C. C., 30.
- Jacoby, W. F., & Isaac C. Weber, Trading as W. F. Jacoby & Co., v. Pennsylvania R. R. Co.**, 19 I. C. C., 392.
- Cited and reaffirmed:* Bulah Coal Co. v. Penn. R. R. Co., 20 I. C. C., 53.
Rules for car distribution during car shortage periods.
- Cited:* Hillsdale Coal & Coke Co. v. P. R. R. Co., 23 I. C. C., 188.
The history of these cases found in cited case.
- Jacoby, W. F. & Co. v. P. R. Co.**, 23 I. C. C., 186.
- See Hillsdale Coal & Coke Co. v. P. R. R. Co.
- Jaekel Bros. v. Delaware, Lackawanna & Western R. R. Co. et al.**, 18 I. C. C., 621.
- James & Abbot Co. v. Boston & Main R. R. et al.**, 17 I. C. C., 273.
- Cited:* Evens & Howard Fire Brick Co. v. St. L., I. M. & S. Ry. Co., 25 I. C. C., 148.
Rate on brick of 12 cents for 139 miles sustained in cited case.

James & Abbot v. Canadian Pacific Ry. Co., 5 I. C. C., 612.

Cited: Daniels v. Chic., R. I. & P. R. Co., 6 I. C. C., 480.

Cited: Sinclair & Co. v. C., M. & St. P. Ry. Co., 21 I. C. C., 500.

Cited: Milk Pro. Pro. Asso. v. D., L. & W. R. Co. 7 I. C. C., 164.

Where the rates from competing localities are under consideration or attack, each locality is entitled to just and reasonable rates and to have saved to it any advantage of natural location or otherwise.

Cited: Page v. Del., L. & W. R. Co., 6 I. C. C., 557.

The aim of investigation under the act is not to ascertain how high a classification or rates the affected industries will stand; the purpose of such investigation is to determine the duties of carriers and rights of shippers and the public under the law.

Cited: Brewer & Hanleiter v. L. & N. R. Co., 7 I. C. C., 235.

A carrier relying on water competition to make out a case of dissimilar conditions under the 4th Sec. must affirmatively show the necessary facts.

Cited: Cattle Raisers' Asso. v. Fort Worth & D. C. R. Co., 7 I. C. C., 555.

Each case seems to depend upon its own equity.

Quoted: Morse Produce Co. v. C., M. & St. P. Ry. Co., 15 I. C. C., 338.

The claim for reparation in this case was for a refund of the excess over reasonable charges collected by defendants subsequent to complaint. The substantial reduction announced by the carriers soon after the proceeding was intended by them to satisfy the complaint, and we are not satisfied, because that reduction as finally fixed was accidentally insufficient, that the order for further reduction should have retroactive effect. Claim for reparation denied.

James & Abbot v. East Tenn., Virginia & Georgia Ry. Co., 3 I. C. C., 225.

Cited: Chi. B'd of Trade v. Chi. & Alton R. Co., 4 I. C. C., 190.

Cited: Matter of Alleged Unlawful Rates & Practices, 7 I. C. C., 253.

Quoted: Reduced rates on Returned Shipments, 19 I. C. C., 416.

A separate local haul of freight, complete in itself, could not be added to another different and subsequent haul of the same freight as an element in the adjustment of relative rates between the last haul and a haul of similar freight from still another and different point on the same line to the same common destination.

Cited: Chas. P. Perry v. Fl. Cen. & Penins. R. Co., 5 I. C. C., 111.

The Commission will fix a reasonable rate or a reasonable maximum.

James & Graham Wagon Co. v. Mobile & Ohio R. R. Co. (1833), 15 I. C. C., 639.

James & Mayer Buggy Co. v. Cincinnati, New Orleans & Texas Pacific Ry. Co., 4 I. C. C., 744.

Carriers ordered to cease charging any rates on buggies and carriages, which are higher for the shorter haul to Social Circle, Ga., than for the longer haul to Augusta, Ga., on the ground that such rates are in violation of section 4. Carriers further ordered to reduce to a specified amount the rates on buggies and carriages from Cincinnati to Atlanta, Ga., on the ground that the existing rate was unreasonable. Among the carriers bound by the order was the Georgia Railroad Company, whose road was wholly within the State of Georgia, which was held to be subject to the act, on the ground that it participated in the continuous carriage of interstate traffic, moving under through bills of lading, under a conventional arrangement for a division of the through rates.

Interstate Commerce Commission v. Cincinnati, New Orleans & Texas Pacific Ry. Co.

56 Fed. 925. June 3, 1893.

C. C., N. D. Ga. Newman, J.

Commission's order to be invalid (1) on the ground that there is no violation of section 4, because the rate to Social Circle was over a "different line"; (2) on the ground that the rate to Atlanta was not unreasonable in view of new facts adduced before the court which showed that lower rates, as compared with which the rate was held unreasonable, were compelled by competition; and (3) on the ground that the Georgia Railroad was not subject to the act.

Interstate Commerce Commission v. Cincinnati, New Orleans & Texas Pacific Ry. Co.

13 U. S. Apps. 730; 4 I. C. Rep. 582. May 29, 1894.

C. C. A. 5th Cir. Per curiam.

Commission's order held to be valid (1) in so far as a violation of section 4 is concerned, and (2) in so far as it held the Georgia Railroad Company subject to the act. Commission's order held invalid in so far as it condemned as unreasonable the rate to Atlanta.

Cincinnati, New Orleans & Texas Pacific Ry. Co. v. Interstate Commerce Commission.

Interstate Commerce Commission v. Cincinnati, New Orleans & Texas Pacific Ry. Co.

162 U. S. 184. March 30, 1896. Shiras, J.

Commission's order held to be valid (1) in so far as it held the rates to Social Circle to be in violation of section 4, and (2) in so far as it held the Georgia Railroad Company to be subject to the act. Commission's order held invalid in so far as it condemned as unreasonable the

rate to Atlanta. It was further held that the Commission is without power to fix rates.

Quoted: E. M. Raworth v. No. Pacific R. Co., 5 I. C. C., 248.

Cited: H. W. Behlmer v. Memphis & Charleston R. Co., 6 I. C. C., 263, 264.

"Independent of the rate to shorter distance points on their line defendants insist they may lawfully make such lower rate to the longer distance point as will prevent eastern manufacturers more advantageously located from taking the Augusta market from Cincinnati manufacturers. * * * If the contention of the defendants is justified by the statute, and they can avail themselves of its exceptional provisions and charge more for the shorter distance for the purpose of equalizing commercial conditions and adjusting trade relations between the cities of Cincinnati and Baltimore in the Augusta market, the same thing may be done to place Cincinnati carriage makers on an equal footing with those of Augusta in the Augusta market, or to relieve any city from any disadvantage in markets of other cities, or to deprive all cities or places of production of any advantage resulting from their location. Such an interpretation would make the fourth section of the act practically inoperative, and with such a license in rate making carriers might give advantage to or build or destroy the carriage or other business of any city or locality.

Cited: R. R. Com. of Geo. v. Clyde Steamship Co., 5 I. C. C., 370.

Cited: B'd of Tr'd of Troy, Ala., v. Ala. Mid. Ry. Co., 6 I. C. C., 7.

Cited: Phelps & Co. v. Texas Pacific Ry. Co., 6 I. C. C., 48.

Cited: Freight Bureau v. Cinn., N. O. & T. P. R. Co., 6 I. C. C., 233.

Cited: Gustin v. Atch., T. & S. F. R. Co., 8 I. C. C., 287.

Cited: Violations by St. L. & S. F. Ry. Co., 8 I. C. C., 302.

Where two or more roads forming a continuous connecting line between points in different states bill and carry interstate traffic through to certain stations on the last road forming such line, neither the roads together nor any one of them can evade the obligation of the act to regulate commerce by declaring that as to such traffic destined to such stations on such terminal road it is a local carrier.

Quoted: E. M. Raworth v. No. Pacific R. Co., 5 I. C. C., 402.

Cited: Fewell v. Richmond & D. R. Co., 7 I. C. C., 373.

"Water competition to justify the greater charge for the shorter distance must be competition in transportation to the longer-distance point and as to freight, if not carried over the line on which it is located, would reach such destination by water transportation."

Cited: Freight Bureau v. Cinn., N. O. & T. P. R. Co., 6 I. C. C., 245.

Cited: Com. Club of Omaha v. Chic., R. I. & P. Ry. Co., 6 I. C. C., 675.

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.

Cited: Milk Pro. Pro. Asso. v. D., L. & W. R. Co., 7 I. C. C., 163.

Charging the same aggregate rates for longer and shorter distances does not contravene the provisions of the fourth section, though such charges may constitute violations of other provisions of the act.

Janesville Barb Wire Co. v. C. & N. W. R. Co., 22 I. C. C., 672.

Janesville Clothing Co. v. C. & N. W. R. Co., 26 I. C. C., 628.

Cited: Chamber of Com., Wash., A. C., v. B. & O. R. R. Co., 30 I. C. C., 453.

Granting of reparation on past shipments under higher rates does not necessarily follow upon finding of a lower rate for future.

Jarecki Chemical Co. v. Pennsylvania R. R. Co. et al., 17 I. C. C., 614.

Jarratt & Son v. St. Louis, Iron Mountain & Southern Ry. Co. (1238), 14 I. C. C., 635.

Jefferson Lumber Co. v. A. B. & A. R. Co., 22 I. C. C., 671.

Jefferson Lumber Co. v. Louisville & Nashville R. R. Co. et al., 17 I. C. C., 603.

Jeffersonville, Madison & Indianapolis 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.

Jeffreys, S. E., v. T. & P. R. Co., 24 I. C. C., 715.

Jeffris, D. K. & Co. v. St. L., I. M. & S. R. Co., 26 I. C. C., 709.

Jelks, Oliver Kibbee, v. A. C. L. R. Co. (U. R. A-240), 27 I. C. C., 726.

Jenkins, F. R., v. A., T. & S. F. R. Co. (U. R. A-195), 27 I. C. C., 720.

Jenks, Robert H. Lumber Co. v. Southern Ry. Co. et al., 17 I. C. C., 58.

Cited: Eastman, Gardiner & Co. v. I. C. R. R. Co., 29 I. C. C., 95.

In settling the reparation matter arising out of the Tift cases (10 I. C. C., 548, 505), the shipments were finally checked by carriers and claimants and in approving these settlements, it was said that they were not in violation of law.

Jennings, Harry E., v. D. S. S. & A. R. Co., 24 I. C. C., 710.

Jennison, W. J. Co. et al. v. Great Northern Ry. Co. et al., 18 I. C. C., 113.

Reversed: Banner Milling Co. v. N. Y. C. & H. R. R. R. Co., 19 I. C. C., 128, 129.

Cited: B'd of Trade of Chicago v. A. C. R. R. Co., 20 I. C. C., 510.

Cited: Com. Club of Superior, Wis. v. G. N. Ry. Co., 24 I. C. C., 104.
Rates on flour and wheat from Minneapolis to New York.

Cited: Advances in Grain Rates, 21 I. C. C., 34.

The average wheat crop of Minnesota and the two Dakotas is 170,000,000 bushels, while the milling capacity of the same states is 260,000,000 bushels.

Cited: Flour City S. S. Co. v. L. V. R. R. Co., 24 I. C. C., 188.

The former holding of cited case that flour rates from Minneapolis to New York was discriminatory in the amount that same exceeded 21½ cents, was later reversed in Banner Milling Co. v. N. Y. C. & H. R. R. R. Co., 19 I. C. C., 128.

Jennison Co. v. G. N. Ry. Co. (1949), 29 I. C. C., 708.

Jenson v. S. & E. Ry. Co. (U. R. A-385), 28 I. C. C., 739.

Jerome Hill Cotton Co. v. Missouri, Kansas & Texas Ry. Co., 6 I. C. C., 601.

Jetter Brewing Co. v. C., B. & Q. R. R. Co. (U. R. A-308), 28 I. C. C., 728.

Jewett Bros. & Jewett v. Chicago, Milwaukee & St. Paul Ry. Co. et al., 16 I. C. C., 604.

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

Jobbers & Mfrs. Asso of Springfield Traffic Bureau v. St. L. & S. F. R. R. Co., 29 I. C. C., 600.

Jobbers Brokerage Co. v. C. & P. T. Co. (6424), 29 I. C. C., 715.

Jobbins, William F., Inc., v. Chicago & North Western Ry. Co. et al., 17 I. C. C., 297.

Cited: Noble v. B. & O. R. R. Co., 22 I. C. C., 434.

A carload rate and a minimum weight for a car of definite dimensions when lawfully published in the tariffs of a carrier constitute an open offer to the shipping public to move freight on those terms. A carrier will not be permitted to impose additional charges when it cannot supply a car of the size or capacity ordered, because it hasn't such a car at the time.

Johnson, Edward J., v. A., T. & S. F. R. Co., 25 I. C. C., 207.

Johnson, Charles H., v. Chicago, St. Paul, Minn. & Omaha Ry. Co., 9 I. C. C., 221.

Johnson, Edwin D., v. M., St. P. & S. Ste. M. R. Co., 22 I. C. C., 255.

Johnson, F. S. & Co. et al. v. Atchison, Topeka & Santa Fe Ry. Co. et al, 21 I. C. C., 637.

Cited: Blodgett Milling Co. v. C., M. & St. P. Ry. Co., 23 I. C. C., 449.

A carrier which does serve one community but does not reach another, cannot in law be guilty of subjecting such later place to undue prejudice or disadvantage.

Johnson, J. A., v. D. & R. G. R. Co., 26 I. C. C., 719.

Johnson, J. G., v. S. P. Co. (U. R. A-216), 27 I. C. C., 723.

Johnson, J. W. & Co. v. Clyde Steamship Co. et al., 19 I. C. C., 512.

Johnson & Hunt v. St. L., I. M. & S. R. Co., 24 I. C. C., 648.

Johnson & Son v. C. & O. Ry. Co. (U. R. A-551), 30 I. C. C., 717.

Johnson & Son v. L. & N. R. R. Co. (U. R. A-576), 30 I. C. C., 720.

Johnson, B. & Son v. C. & O. R. Co., 24 I. C. C., 698.

Johnson, B. & Son v. L. & N. R. Co., 24 I. C. C., 719.

Johnson & Wimsatt v. Tampa Northern R. R. Co. et al, 21 I. C. C., 664.

Johnson-Locke Mercantile Co. v. Southern Pacific Co. et al, 17 I. C. C., 503.

Johnston v. Chicago, Rock Island & Pacific Ry. Co., 13 I. C. C., 214.

Johnston v. St. Louis & San Francisco R. R. Co., 12 I. C. C., 73.

Cited: Dallas Ft. Bu. v. Gulf, Col. & S. F. Ry. Co., 12 I. C. C., 227.

Coal rates fixed herein cited in other comparisons.

Cited and followed: Haines v. C., R. I. & P. Ry Co., 13 I. C. C., 217.

Reparation was denied in case involving coal rates in almost same locality at almost identical time and no reason shown for changing such ruling in present case.

Quoted: Morse Produce Co. v. C., M. & St. P. Ry. Co., 15 I. C. C., 339.

In our opinion these rates are not excessive. They have probably been somewhat higher than they should have been in the past, but we cannot affirm that they have been unreasonable with sufficient confidence to justify us in awarding reparation. It does not necessarily follow because a rate is unreasonable today that it has been unreasonable at all times in the past.

Cited: Ft. Dodge Com. Club v. I. C. R. R. Co., 16 I. C. C., 582.

The rate per ton per mile on coal for the haul of 375 miles from Chicago to Ft. Dodge is slightly less than 5 mills, certainly not a high rate.

Johnston, T. H. & Co. v. Louisville & Nashville R. R. Co. et al., 20 I. C. C., 665.

Johnston-Larimer Dry Goods Co. v. Atchison, Topeka & Santa Fe R. R. Co., 6 I. C. C., 568.

Cited: Lehman-Higginson G. Co. v. A., T. & S. F. R. Co., 10 I. C. C., 462.
Held no higher rate should be charged at Wichita than was applied at the Missouri River on traffic from Galveston through Wichita.

Overruled: Lehman-Higginson G. Co. v. A., T. & S. F. R. Co., 10 I. C. C., 472.

In view of the interpretation placed upon third and fourth sections (East Tennessee, Virginia & Georgia Ry. Co. v. I. C. C., 181 U. S. 1) the former view of the Commission is reversed.

Johnston-Larimer Dry Goods Co. v. Atchison, Topeka & Santa Fe Ry. Co., 12 I. C. C., 47, 188.

Cited: Johnston & Larimer et al. v. A., T. & S. F. Ry. Co. et al., 13 I. C. C., 398.

Competition as an element in rate making.

Johnston-Larimer Dry Goods Co. v. Atchison, Topeka & Santa Fe Ry. Co., 13 I. C. C., 388.

Cited and followed: Anthony Groc. Co. v. A., T. & S. F. Ry. Co., 13 I. C. C., 609.

Wichita held entitled to benefit over Kansas City of its situation with respect to the Gulf ports. So with Anthony in present case.

Cited: Monroe Progressive League v. St. L., I. M. & S. Ry. Co., 15 I. C. C., 541.

The carriers joined in hauling traffic from St. Louis to Jackson and Meridian via Monroe and Vicksburg in competition with the rates applying from St. Louis via the direct route. If these carriers were to withdraw from such traffic entirely it would not affect the rate adjustment at Meridian or Jackson and would not benefit Monroe.

Johnston-Larimer Dry Goods Co. v. N. Y. & Texas Steamship Co., 12 I. C. C., 58.

Cited: Johnston & Larimer et al. v. A., T. & S. F. Ry. Co., 13 I. C. C., 399.

Competition as an element in rate making.

Johnston-Larimer Dry Goods Co. v. Wabash R. R. Co., 12 I. C. C., 51.

Cited: Johnston & Larimer et al. v. A., T. & S. F. Ry. Co., 13 I. C. C., 398.

Competition as an element in rate making.

Joice, J. K. & Co. v. Illinois Central R. R. Co. et al., 15 I. C. C., 239.

Cited: Jenks Lumber Co. v. So. Ry. Co., 17 I. C. C., 59.

Reparation cases growing out of the Tift case.

Cited: Eastman, Gardiner & Co. v. I. C. R. R. Co., 29 I. C. C., 95.

In settling the reparation claims arising from the decision in the Tift cases (10 I. C. C., 505, 548), the Commission held in approving settlements arrived at by checking on part of carrier and claimant, that same were not in violation of law, when arrived at in this manner and approved by it.

Joint Coal Rates to Clinton, Iowa, 26 I. C. C., 179.

Joint Local Executive Board of the Union of United Brewery Workmen of Milwaukee Co., Wis., v. C., M. & St. P. R. Co., 26 I. C. C., 708.

Joint Rates With the Washington Western Ry., 27 I. C. C., 630.

Joint Tariffs, In re, Filing of, Circular, 1 I. C. C., 657.

Joint Tariffs, In re Publication of, 1 I. C. C., 5.

Joint Tariffs and Schedules, 1 I. C. C., 225.

Jones v. St. Louis & San Francisco R. R. Co., 12 I. C. C., 144.

Quoted: Snook v. Central R. R. Co., 17 I. C. C., 375.

Power of Commission to order restoration of station is open to doubt, but if Commission did have such power it would not be exercised unless all the facts and conditions clearly indicate what the best interests of the public would require in the premises.

Cited: Mattison v. Penn. Co., 23 I. C. C., 233.

Cited: Corporation Com. of Okla. v. A., T. & S. F. Ry. Co., 25 I. C. C., 121.

The Commission as an administrative body is not necessarily controlled by the general rule that a tribunal whose authority is invoked by complaint filed before it, must determine whether the subject-matter is within its jurisdiction before it may consider the merits of the controversy; but that affirmative relief may not be granted in any case unless jurisdiction over the subject-matter is definitely ascertained.

Jones, E. D. & Sons Co. v. Boston & Albany R. R. Co., 15 I. C. C., 226.

Jones, Eugene E., v. E. D. McClelen, 6 I. C. C., 588.

Jones, J. R., v. Southern Ry. Co., 18 I. C. C., 150.

Cited: Houston Structural Steel Co. v. Wabash R. R. Co., 18 I. C. C., 209.

Cited: Merchants & Mfgs. 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.

Where article is too bulky to be loaded through the side door of an ordinary box car not less than 40 feet 6 inches in length, and is for that reason carried upon an open car, a minimum charge not exceeding the first class rate upon 4,000 pounds may be assessed but where shipper awaits the convenience of the carrier, and the shipment thereby is actually transported in a box car, no additional charge should be made.

Distinguished: Clinton Bridge & Iron Works v. C., B. & Q. R. R. Co., 20 I. C. C., 417.

The shippers ordered a flat car.

Jones, Lee D., v. Kansas City Southern Ry. Co., 17 I. C. C., 468.

Jones Bros. v. B. & M. R. Co., 26 I. C. C., 714.

Jones Brothers Co. v. Central Vermont Ry. Co., 14 I. C. C., 141, 142, 143.

Jones Brothers Co. v. Montpelier & Wells River R. R., 14 I. C. C., 139, 140, 144, 145.

Jones Bros. Co. v. Montpelier & Wells River R. R. et al., 21 I. C. C., 577.

Jones Bros. Co. v. M. W. R. R., 25 I. C. C., 711.

Jones, G. W. Lumber Co. v. Chicago & Northwestern Ry. Co., 15 I. C. C., 427.

Jones, G. W. Lumber Co. v. Transcontinental Freight Bureau et al., 21 I. C. C., 397.

Jones, H. Clay, Co. v. Philadelphia & Washington R. R. Co. (902), 12 I. C. C., 585.

Jonesboro, Lake City & Eastern R. R. Co. et al., Noble, William K., v., 20 I. C. C., 520.

See *Noble v. J. L. C. & E. R. R. Co.*

Jordan, W. A. Co. v. Chicago, Burlington & Quincy R. R. Co. et al., 19 I. C. C., 611.

Jordan, W. B. & Sons Co. v. Chicago, Milwaukee & St. Paul Ry. Co. et al., 17 I. C. C., 625.

Joseph, Dan, Co. v. Central of Georgia Ry. Co. et al, 18 I. C. C., 623.

Jouannett, Alfred, v. A. C. L. R. Co., 23 I. C. C., 392.

Cited: Ontario Iron Ore Co. v. N. Y. C. & H. R. R. R. Co., 30 I. C. C., 570.

Unless changed conditions are shown which justify or require a different adjustment, the conclusions bearing upon the same general situation found in a former case will be controlling in the disposition of any later case involving same general contentions.

Joynes, H. W., v. Pennsylvania R. R. Co., 16 I. C. C., 116.

Joynes, H. W., v. Pennsylvania R. R. Co., 17 I. C. C., 361.

Followed: Am. Creosote Works v. I. C. R. R. Co., 18 I. C. C., 212, 216.

Followed: Kiel Woodenware Co. v. C., M. & St. P. Ry. Co., 18 I. C. C., 244.

Followed: Acme Cement Plaster Co. v. Wabash R. R. Co., 18 I. C. C., 557.

Followed: Am. Creosote Works v. I. C. R. R. Co., 19 I. C. C., 314.

In making an award of reparation in discrimination case.

Cited: Hillsdale Coal & Coke Co. v. P. R. R. Co., 19 I. C. C., 371.

Cited: Hanley Milling Co. v. Penn. Co., 19 I. C. C., 476.

Cited: Hillsdale Coal & Coke Co. v. P. R. R. Co., 23 I. C. C., 187.

Cited: Chas. Becker v. P. M. R. R. Co., 28 I. C. C., 645, 657.

The Commission is competent to consider a complaint alleging improper or discriminatory distribution of cars and to find that discrimination does or does not exist, but the ascertainment of the damages the complaint had suffered in consequence thereof is a judicial question for the courts.

Distinguished: Wyman, Partridge & Co. v. B. & A. R. R. Co., 19 I. C. C., 551.

The charge for the marine insurance was a part of the rate and the rate was found unreasonable in the amount of the charge for the insurance, the damage to be assessed is rate damage, not general damage.

Cited and modified: Hillsdale Coal & Coke Co. v. P. R. R. Co., 23 I. C. C., 187.

After a United States Circuit Court had held that it was duty of Commission under the act to assess general damages in discrimination cases, the Commission then departed from its former rule and did award reparation.

Cited: Justice Co. v. P. R. R. Co., 26 I. C. C., 479.

\$2.00 reconsignment charge on produce at Pittsburgh fixed in cited case.

Joynes, H. W. et al v. Pennsylvania R. R. Co., 21 I. C. C., 458.

Cited: New Orleans Storage Rules & Regulations, 28 I. C. C., 607.

Carriers may impose such charges as will compel the removal of freight from their depots and freight sheds. Sanction given such charges when made upon an ascending scale in cited case.

Joynes, H. W., v. Pittsburg, Cincinnati, Chicago & St. Louis Ry. Co., 18 I. C. C., 609.

Jubitz, G. L., Assignee, v. S. P. Co., 27 I. C. C., 44.

Judd & Detweiler (Inc.) v. B. & O. R. R. Co., 30 I. C. C., 455.

Judith Cattle Co v. Great Northern Ry. Co. et al, 18 I. C. C., 608.

Jurisdiction Over Rail & Water Carriers Operating in Alaska, In re, 19 I. C. C., 81.

See *In re Jurisdiction Over Rail & Water Carriers Operating in Alaska.*

Jurisdiction Over Water Carriers, In re, 15 I. C. C., 205.

Cited: Transportation by C. & O. Ry. Co., 21 I. C. C., 209.

A shipper may not use a carrier subject to the act, or its agent, as his agent for the purpose of receiving consignments of property and re-billing the same in order to break an interstate journey or make an intrastate one.

Justice, G. G. Co. v. Baltimore & Ohio R. R. Co. et al, 21 I. C. C., 666.

Justice, G. G. & Co. v. P. R. Co., 26 I. C. C., 478.

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Kaiser, John H., Lumber Co. v. Chicago, St. Paul, Minneapolis & Omaha Ry. Co. et al., 19 I. C. C., 607.

Pending determination by the Commission of the reasonableness of advanced rates, effective November 1, 1907, on lumber and other forest products from the Flathead district, Montana, to North Dakota and other States, an injunction was granted restraining the enforcement of the new rates, notwithstanding the fact that the new rates had already gone into effect before the bill for the injunction was filed.

Great Northern Ry. Co. v. Kalispell Lumber Co.

165 Fed. 25. October 5, 1908.

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

Lower court reversed on ground that the court had no jurisdiction to restrain the enforcement of the new rates after such rates had gone into effect.

Great Northern Ry. Co. v. Interstate Commerce Commission.

Not reported. October 9, 1910.

C. C. D. Minn. Per Curiam.

Orders of Commission held invalid on the ground that the rates fixed by the Commission are unreasonable low.

Interstate Commerce Commission v. Great Northern Ry. Co.

222 U. S. 541. January 9, 1912. Lamar, J.

Commission's order held to be valid.

Kalamazoo, Lake Shore & Chicago Ry. Co. et al., Platten Produce Co. v.,
18 I. C. C., 249.

See Platten Produce Co. v. K. L. S. & C. Ry. Co.

Kalamazoo, Lake Shore & Chicago Ry. Co. et al., Platten Produce Co. v.,
20 I. C. C., 543.

Kalamazoo Tank & Silo Co. v. Michigan Central R. R. Co., 12 I. C. C., 154.

Kalamazoo Tank & Silo Co. v. Michigan Central R. R. Co. et al., 17 I. C. C., 609.

Kalamazoo Tank & Silo Co. v. Michigan Central R. R. Co. et al., 17 I. C. C., 610.

Kalamazoo Tank & Silo Co. v. M. C. R. R. Co. (U. R. A-601, A-607), 30 I. C. C., 723, 724.

Kalispell Lumber Co. et al. v. Great Northern Ry. Co. et al., 16 I. C. C., 164.

Cited: Big Blackfoot Milling Co. v. N. P. Ry. Co., 16 I. C. C., 175.

Same argument presented, viz: that the differential under the Spokane group rate should be accorded to the Missoula district for commercial and transportation reasons.

Kalispell Lumber Co. et al. v. Great Northern Ry. Co., 19 I. C. C., 612.

Kalmbach-Ford Co. v. K. C. S. R. Co., 26 I. C. C., 289.

Kamm, P. C. & Co. v. P. Co., 25 I. C. C., 198.

Kanawha & Michigan Ry. Co., Campbell Creek Coal Co. et al. v., 16 I. C. C., 603.

Kanawha & Michigan Ry. Co. et al., Columbus Iron & Steel Co. v., 20 I. C. C., 568.

Kanawha & Michigan Ry. Co., Dickinson & Co. v., 23 I. C. C., 717.

Kanawha & Michigan Ry. Co., Hughes Creek Coal Co. v., 29 I. C. C., 671.

Kanawha & Michigan Ry. Co., Kelly's Creek Colliery Co. v., 29 I. C. C., 671.

Kankakee & Seneca R. R. Co., Manufacturers' & Jobbers' Union of Mankato, Minn., 4 I. C. C., 79.

See *Mnfrs.' & Jobbers' Union, etc., v. Minneapolis & St. Louis Ry. Co.*

Kann, Sigmund, v. B. & O. R. R. Co., 8 I. C. C., 443.

See *Sprigg v. B. & O. R. R. Co.*

Kanona & Prattsburg Ry. Co., Shults & Co. v., 24 I. C. C., 723.

Kansas v. A., T. & S. F. R. Co., 27 I. C. C., 673.

See *State of Kansas v. A., T. & S. F. Ry. Co.*

Kansas Chemical Mfg. Co. v. A., T. & S. F. R. Co., 26 I. C. C., 719.

Kansas City & Memphis Ry. Co. Rate Cancellation, 28 I. C. C., 640.

Kansas City, Mo., & Kansas City, Kan., v. K. C., V. & T. R. Co., 24 I. C. C., 22.

Kansas City Belt Ry. Co., Missouri & Kansas Shippers' Asso. v., 13 I. C. C., 411.

See *Missouri & Kansas Shippers' Asso. v. A., T. & S. F. Ry. Co.*

Kansas City Board of Trade, Intervener, in Mayor & City Council of Wichita, Ks., v. Atchison, Topeka & Santa Fe Ry. Co., 9 I. C. C., 534.

See *Mayor & City Council of Wichita, Kans., v. A., T. & S. F. Ry. Co.*

Kansas City, Mo., Board of Trade v. Missouri Pacific Ry. Co. (1000), 14 I. C. C., 635.

Kansas City Breweries Co. v. B. S. P. Co., 26 I. C. C., 718.

Kansas City Breweries Co. v. C., B. & Q. R. Co. (U. R. A-214), 27 I. C. C., 723.

Kansas City Cotton Mills Co. v. Chicago, Rock Island & Pacific Ry. Co., 14 I. C. C., 468.

Kansas City Egg Case Filler Co. v. C., M. & St. P. Ry. Co. (U. R. A-429), 29 I. C. C., 721.

Kansas City, Ft. Scott & Gulf 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.

Kansas City, Ft. Scott & Memphis R. R. Co., Charles G. Freeman v., 7 I. C.
C., 202.

Kansas City, Fort Scott & Memphis R. R. Co., Holmes & Co. v., 8 I. C.
C., 561.

See Holmes v. Southern Ry. Co.

Kansas City Hay Co. et al. v. Chicago, Milwaukee & St. Paul Ry. Co. et al.,
16 I. C. C., 100.

Cited: Tyler Commission Co. v. C., M. & St. P. Ry. Co., 16 I. C. C., 491.
Reparation awarded where the commodity rate was cancelled and
class rate applied for few months and then put back.

Kansas City Hay Co. v. M. P. Ry. Co. (5636), 28 I. C. C., 716.

Kansas City Hay Co. v. St. Louis & San Francisco R. R. Co., 14 I. C. C., 631.

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 carriers to permit reconsignment
without tariff authority will not be sanctioned.

Kansas City Hay Dealers' Asso. v. Missouri Pacific Ry. Co., 14 I. C. C., 597.

Cited: Georgia Fruit Exchange v. S. Ry. Co., 20 I. C. C., 630.

The minimum carload weight is a factor in the carload rate and in
connection with the rate per 100 pounds determines the carload earnings.

**Kansas City, Memphis & Birmingham R. R. Co., Alleged Unlawful Rates &
Practices in the Transportation of Cotton by,** 8 I. C. C., 121.

Cited: In re Transportation of Wool, Hides & Pelts, 23 I. C. C., 173.
Floating of cotton has been approved.

**Kansas City, Memphis & Birmingham R. R. Co., Board of Trade of Troy,
Ala.,** 6 I. C. C., 1.

See Board of Trade of Troy, Ala., v. Ala. Midland Ry. Co.

Kansas City, Memphis & Birmingham R. R. Co., Holmes & Co. v., 8 I. C.
C., 561.

See Holmes v. Southern Ry. Co.

Kansas City Millers' Club v. K. C. S. Ry. Co. (5364), 28 I. C. C., 714.

Kansas City Portland Cement Co. v. Atchison, Topeka & Santa Fe Ry. Co. (1625), 14 I. C. C., 640.

Kansas City Ry. Co. et al, Brimstone R. R. & Canal Co. v., 19 I. C. C., 607.

Kansas City, St. Joseph & Council Bluffs R. R. Co., Chicago Live Stock Exchange v., 10 I. C. C., 428.

See **Chicago Live Stock Exchange v. Chicago Great Western Ry. Co.**

Kansas City, St. Joseph & Council Bluffs 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.**

Kansas City, St. Joseph & Council Bluffs R. R. Co., Gustin, A. J., v., 8 I. C. C., 277.

See **Gustin v. A., T. & S. F. Ry. Co.**

Kansas City, St. Joseph & Council Bluffs R. R. Co., Johnson, Charles H., v., 9 I. C. C., 221.

Kansas City Southern Ry. Co., Atkinson-Williams Hardware Co. v. (U. R. A-217), 27 I. C. C., 723.

Kansas City Southern Ry. Co. et al, Beekman Lumber Co. v., 17 I. C. C., 86.

Kansas City Southern Ry. Co., Boyce v., 24 I. C. C., 704.

Kansas City Southern Ry. Co., Cattle Raisers' Asso. v., 11 I. C. C., 296.

See **Cattle Raisers' Asso. v. M., K. & T. Ry. Co.**

Kansas City Southern Ry. Co., C., B. & Q. R. Co. v. (U. R. A-214), 27 I. C. C., 723.

Kansas City Southern Ry. Co., Cockerham, John W., Jr., v., 17 I. C. C., 607.

Kansas City Southern Ry. Co., Desel-Boettcher Co. v., 12 I. C. C., 220.

See **Desel-Boettscher Co. v. K. C. S. Ry. Co.**

Kansas City Southern Ry. Co., Dierks Lumber & Coal Co. v., 18 I. C. C., 611.

Kansas City Southern Ry. Co., Fort Smith Biscuit Co. v., 25 I. C. C., 716.

Kansas City Southern Ry. Co., Fort Smith Wholesale Grocery Co. v. (U. R. A-217), 27 I. C. C., 723.

- Kansas City Southern Ry. Co. et al., Foster Lumber Co. v.**, 17 I. C. C., 625.
- Kansas City Southern Ry. Co. et al., Gulf Coast Navigation Co. v.**, 19 I. C. C., 544.
- Kansas City Southern Railway Co. et al., Hendrickson, C. D., Lumber Co. v.**, 16 I. C. C., 129.
- Kansas City Southern Ry. Co. et al., Hill-Ingham Lumber Co. v.**, 17 I. C. C., 622.
- Kansas City Southern Ry. Co. et al., Hill-Ingham Lumber Co. v.**, 21 I. C. C., 683.
- Kansas City Southern Ry. Co., Jones, Lee D., v.**, 17 I. C. C., 468.
- Kansas City Southern Ry. Co., Kalmbach-Ford Co. v.**, 26 I. C. C., 289.
- Kansas City Southern Ry. Co., Kansas City Millers' Club v.** (5364), 28 I. C. C., 714.
- Kansas City Southern Ry. Co., Leonard v.**, 13 I. C. C., 573.
- See Leonard v. K. C. S. Ry. Co.
- Kansas City Southern Ry. Co., Mayor & City Council of Wichita, Ks., v.**, 9 I. C. C., 569.
- Kansas City Southern Ry. Co. et al., Memphis Freight Bureau v.**, 17 I. C. C., 90.
- See Memphis Freight Bureau v. K. C. S. Ry. Co.
- Kansas City Southern Ry. Co., Mercantile Lumber & Supply Co. v.**, 24 I. C. C., 719.
- Kansas City Southern Ry. Co., Monarch Metal Mfg. Co. v.** (U. R. A-305), 28 I. C. C., 728.
- Kansas City Southern Ry. Co., National Lumber Exporters Asso. v.**, 25 I. C. C., 78.
- See National Lumber Exporters Asso. v. K. C. S. Ry. Co.
- Kansas City Southern Lumber Co. v. Neosho Milling Co.**, 21 I. C. C., 679.
- Kansas City Southern Ry. Co. et al., Neosho Milling Co. v.**, 21 I. C. C., 682.
- Kansas City Southern Ry. Co. et al., Pabst Brewing Co. v.**, 19 I. C. C., 615.
- Kansas City Southern Ry. Co., Standard Oil Co. v.**, 22 I. C. C., 668.
- Kansas City Southern Ry. Co., Sutherland Co. v.**, 26 I. C. C., 714.
- Kansas City Southern Ry. Co., Switzer Lumber Co. v.**, 25 I. C. C., 611.

Kansas City Southern Ry. Co., United Zinc & Chemical Co. v. (5115), 27 I. C. C., 704.

Kansas City Southern Ry. Co., Webber-Ayers Hardware Co. v. (U. R. A-217), 27 I. C. C., 723.

Kansas City Southern Ry. Co., Wichita Wholesale Furniture Co. v., 26 I. C. C., 107.

Kansas City Team Owners' Asso. v. C. G. W. R. R. Co. (6335), 29 I. C. C., 714.

Kansas City Transportation Bureau of Kansas City, Mo., 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.*

Kansas City Transportation Bureau of the Commercial Club v. Atchison, Topeka & Santa Fe Ry. Co., 15 I. C. C., 491.

Cited: Investigation and Suspension Docket No. 65, 23 I. C. C., 410.

The instance of Galveston and New Orleans in connection with equal rates is not analogous to the situation in present case, since many of the carriers have their own rails to Galveston and naturally Galveston lines prefer Galveston and the New Orleans lines prefer New Orleans although based alone on distance, the rates to Galveston should be lower than to New Orleans.

Kansas City Transportation Bureau of the Commercial Club v. Atchison, Topeka & Santa Fe Ry. Co. et al., 16 I. C. C., 195.

Quoted: *Greater Des Moines Com. v. C., M. & St. P. Ry. Co.*, 18 I. C. C., 79.

If that principle of rate making (distance) were adopted here it would necessarily be followed in other places and eventually to other traffic, and while we are not to be understood as intimating that substantial differences in distance are not to be given consideration we are not willing to accept the theory of rate construction based purely on distances. Such adjustment would be revolutionary and destructive to established commercial interests of enormous volume and value.

Quoted: *Rosenbaum Bros. v. L. & N. R. R. Co.*, 22 I. C. C., 68.

A proportional rate means a part of or a remainder of the through rate or it means nothing at all, and in a case of this kind there must be an examination and consideration of the entire rate from point of production to ultimate destination.

Kansas City Transportation Bureau of the Commercial Club v. A., T. & S. F. R. Co., 23 I. C. C., 432.

Kansas City Transportation Bureau of the Commercial Club v. Baltimore & Ohio R. R. Co. et al., 21 I. C. C., 664.

Kansas City Viaduct & Terminal Ry. Co., Kansas City, Mo., & Kansas City, Kans., v., 24 I. C. C., 22.

Kansas City, Watkins & Gulf Ry. Co., Mayor & City Council of Wichita, Ks., v., 9 I. C. C., 569.

Kansas-Ohio Brick Rates, 28 I. C. C., 285.

Kansas Portland Cement Co. v. M., K. & T. R. Co. (U. R. A-353), 28 I. C. C., 734.

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

Kansas R. R. Commissioners v. A., T. & S. F., 22 I. C. C., 407.

See *R. R. Com'rs of Kans. v. A., T. & S. F. Ry. Co.*

Kansas R. R. Commissioners v. M. P. R. Co., 22 I. C. C., 24.

Kansas Southwestern Ry. Co., Midland Mill & Elevator Co. v., 15 I. C. C., 610.

Kansas, State of, v. Atchison, Topeka & Santa Fe Ry. Co. et al., 21 I. C. C., 665.

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

Kath, Henry F., v. M. & O. T. Co., 22 I. C. C., 658.

Kath, Henry F., v. N. O. & N. E. R. Co., 22 I. C. C., 659.

Katzmaier v. Atchison, Topeka & Santa Fe Ry. Co., 14 I. C. C., 528.

Kauffman Milling Co. v. Missouri Pacific Ry. Co., 4 I. C. C., 417.

Reaffirmed: *B'd of R. Com. v. Atch., T. & St. F. R. Co.*, 8 I. C. C., 304, 308, 310.

Reaffirmed: *City of Wichita v. M. P. Ry. Co.*, 10 I. C. C., 36, 37, 38, 40, 45.

Cited: *Howard Mills Co. v. Mo. Pac. Ry. Co.*, 12 I. C. C., 263.

Cited: *Western Oregon Mfg. Asso v. S. P. Co.*, 14 I. C. C., 72.

Cited: *Valley Flour Mills v. A., T. & S. F. Ry. Co.*, 16 I. C. C., 76.

A differential was fixed on wheat and no proof offered showing that new conditions had come into existence or the old conditions had been essentially modified.

Cited and distinguished: *Texas Brewing Co. v. A., T. & S. F. Ry. Co.*, 21 I. C. C., 174.

It does not necessarily follow that carriers must maintain a differential between grain and its manufactured products. The question is the reasonableness of the malt rates.

Kaul Lumber Co. v. Central of Georgia Ry. Co. et al., 20 I. C. C., 450.

Cited: The Tap Line Case, 23 I. C. C., 281.

The tap line question was considered, where haul of logs to the mill was held to be a plant service.

Cited: Wisconsin Steel Co. v. P. & L. E. R. R. Co., 27 I. C. C., 158.

The division of the rate on coke raised in present case brings the case somewhat under the application of the principles announced in cited case.

Cited and followed: Com. Club of Omaha v. A. & S. R. Ry. Co., 27 I. C. C., 324.

Claim for reparation where the tap line was a plant facility or a participant in the joint rates under which the shipment moved.

Cited: Cancellation of Joint Rates C., Z. & G. R. R. Co., 27 I. C. C., 360, 364.

The tap line questions are presented in present case. In cited case in concurring opinion it was said "a railroad may be a plant facility because it serves only a particular industry."

Kay, W. O. Co. v. Denver & Rio Grande R. R. Co., 21 I. C. C., 239.**Kaye & Carter Lumber Co. v. Chicago, Milwaukee & St. Paul Ry. Co., 14 I. C. C., 604.**

Cited: Investigation & Suspension Docket No. 76, 25 I. C. C., 495.

In carload lumber rates allowance for 500 pounds staking held reasonable.

Kaye & Carter Lumber Co. v. Minnesota & International Ry. Co. et al., 16 I. C. C., 285.

Cited: Hanna Coal Co. v. N. P. Ry. Co., 16 I. C. C., 290.

Followed: Jobbins v. C. & N. W. Ry. Co., 17 I. C. C., 299.

Followed: 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., 434.

Reparation allowed because carrier failed to supply car of the capacity ordered.

Cited: Memphis Frt. Bu. v. St. L. S. W. Ry. Co., 18 I. C. C., 68.

The informal presentation of a claim of this character suffices to interrupt the running of the statute of limitations.

Kaye & Carter Lumber Co. v. Minnesota & International Ry. Co. et al., 17 I. C. C., 209.

Kaye & Carter Lumber Co. v. Minneapolis, St. Paul & Sault Ste. Marie Ry. Co. et al., 18 I. C. C., 623.

Kaye & Carter Lumber Co. v. Northern Pacific Ry. Co. et al., 21 I. C. C., 674.

Keats Auto Co. v. O. W. R. R. Co. & Nav. Co., 28 I. C. C., 412.

Keats Auto Co. v. S. P. & S. R. Co. (U. R. A-202), 27 I. C. C., 721.

Keeveny, T. W. Lumber Co. v. Mobile, Jackson & Kansas City R. R. Co. et al., 19 I. C. C., 602.

Kehoe, T. M. & Co. v. Atlantic Coast Line R. R. Co., 11 I. C. C., 166.

Kehoe, T. M. & Co. v. Charleston & Western Carolina Ry. Co., 11 I. C. C., 166.

Followed: **Macbride Coal & Coke Co. v. C., St. P., M. & O. Ry. Co.**, 13 I. C. C., 572.

Demurrage charge of \$1 per day held not unreasonable.

Cited: Investigation & Suspension Docket No. 83, 25 I. C. C., 315.

It is the carrier's duty to transport freight to its destination and there deliver it to the consignee; the consignee is under a duty to receive such freight within a reasonable time, and if he neglects to do so, the carrier may insist on his doing so and impose a penalty by way of demurrage.

Kehoe, T. M. & Co. v. Evansville & Terre Haute R. R. Co., 11 I. C. C., 172.

Kehoe & Co. v. Illinois Central R. R. Co., 14 I. C. C., 541.

Kehoe & Co. v. Nashville, Chattanooga & St. Louis Ry. Co., 14 I. C. C., 555.

Kehoe & Co. v. Vandalia R. R. Co. (1423), 14 I. C. C., 637.

Keich, F. Manufacturing Co. v. St. Louis & San Francisco R. R. Co., 15 I. C. C., 230.

Keich Mfg. Co. v. San Antonio & Arkansas Pass Ry. Co. (1424), 13 I. C. C., 685.

Keith, Chas. W., v. Kentucky Central R. R. Co., 1 I. C. C., 189.

Keller, Gus. C., v. St. Louis & Southwestern Ry. Co. et al., 21 I. C. C., 488.

Kellogg Food Co. v. G. T. R. Co. of C., 26 I. C. C., 611.

Kellogg Switchboard & Supply Co. v. C. & N. W. R. Co., 22 I. C. C., 669.

Kellogg Switchboard & Supply Co. v. C., H. & D. R. Co., 25 I. C. C., 711.

Kellogg Toasted Corn Flakes Co. v. M. C. R. Co., 24 I. C. C., 604.

That portion of application No 2045, which sought authority to continue lower rates on sugar from New Orleans, La., to Detroit, Mich.,

Cleveland and Toledo, Ohio, than the rate contemporaneously in effect to Battle Creek, Mich., and other intermediate stations north of the Ohio River, denied.

Illinois Central R. R. Co. v. United States.

Not reported. November 9, 1912.

Commerce Court No. 87.

Case dismissed by stipulation.

Kelly Commission Co. v. Northern Express Co. et al., 21 I. C. C., 664.

Kelly, R. A. Co. v. Pittsburg, Cincinnati, Chicago & St. Louis Ry. Co. et al., 19 I. C. C., 605.

Kelly, Maus & 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.

Kelly, William Milling Co. v. A., T. & S. F. R. Co., 25 I. C. C., 180.

Kelly, G. K. Plow Co. v. T. P. R. Co., 26 I. C. C., 581.

Kemble, Edward, v. Boston & Albany R. R. Co., 8 I. C. C., 110.

Cited and approved: Export & Domestic Rates, 8 I. C. C., 214, 252, 255.

Cited: In re Differential Rates, 11 I. C. C., 65.

There is nothing in the act which prohibits the charging of two rates to a port one on domestic freight and another and lower rate on freight destined for export.

Kemble, Edward, v. Lake Shore & Michigan Southern Ry. Co., 5 I. C. C., 166.

See Toledo Produce Ex. v. Lake Shore & Michigan So. Ry. Co.

Cited: Kemble v. Boston & Albany R. Co., 8 I. C. C., 111, 113.

The differential against Boston should not be an arbitrary one, but the Boston rate should not exceed 110 per cent of the New York rate.

Cited and distinguished: In re Differential Rates, 11 I. C. C., 19, 78.

The Kemble case was a matter of discrimination between two points on the same line which is quite a different matter from the fixing of differentials over competing lines.

Kemmerer Hardware & Furniture Co. v. U. P. R. R. Co. (U. R. A-293), 28 I. C. C., 726.

Kendrick, J. B., v. Chicago, Burlington & Quincy R. R. Co., 18 I. C. C., 608.

Kendrick & Burrows v. Chicago, Burlington & Quincy R. R. Co., 18 I. C. C., 608.

Kennard, Edward M., v. B. & O. R. R. Co., 8 I. C. C., 443.

See *Sprigg v. B. & O. R. R. Co.*

Kennedy, James & Co. v. L. I. M. & S. R. Co., 25 I. C. C., 716.

Kennedy, James & Co., Ltd., v. V. R. Co., 22 I. C. C., 671.

Kennedy, M. A., v. St. L. S. W. R. Co., 22 I. C. C., 277.

Distinguished: *Morton Salt Co. v. M. L. & T. R. R. & S. S. Co.,* 28 I. C. C., 424.

In cited case the record did not show that the complainant had been damaged because of an error in the published rate. In present case damage is alleged and proved.

Kennessee Coal Co. v. K. & T. Ry. (4720), 28 I. C. C., 712.

Kenny v. C. & S. Ry. Co. (U. R. A-385), 28 I. C. C., 739.

Keogh, John W., v. M., St. P. & S. S. M. R. Co., 26 I. C. C., 73.

Kent, I. H. Co. v. S. P. Co., 23 I. C. C., 710.

Kent, Percy Co. v. N. Y. Central & Hudson River R. R. Co., 15 I. C. C., 439.

Kent, I. H. Co. v. S. P. Co., 24 I. C. C., 715.

Kentucky & Indiana Bridge Co. v. Louisville & Nashville R. R. Co., 2 I. C. C., 162.

Defendant carrier ordered to cease denying to complainant bridge company facilities for the interchange of traffic, on the ground that such bridge company is a common carrier and that such denial is a violation of the second paragraph of section 3 of the act.

Kentucky & Indiana Bridge Co. v. Louisville & Nashville R. R. Co.

37 Fed. 567. January 7, 1889.

C. C., D. Ky. Jackson, J.

Commission's order held to be invalid on the ground that the bridge company is not a common carrier and therefore not entitled to compel a railroad company to transact business with or through it.

Kentucky & Indiana Bridge Co. v. Louisville & Nashville R. R. Co.

149 U. S. 777. March 30, 1893. Per curiam.

Case discontinued and appeal dismissed under Supreme Court rule No. 10.

Cited: Annual Report of Commission, 2 I. C. C., 412.

Cited: *L. R. & Mem. R. R. Co. v. E. Tenn., Va. & G. R. R. Co.,* 3 I. C. C., 17.

Distinguished as to questions previously passed on.

Distinguished: N. Y. & U. Ry. Co. v. N. Y. & N. E. R. R. Co., 4 I. C. C., 716.

Cited: Cattle Raisers' Asso. v. Fort Worth & D. C. R. Co., 7 I. C. C., 537.

A bridge company engaged in transporting carloads of interstate freight across its bridge for a switching charge held a common carrier de facto and that it might maintain a petition under the act for the purpose of compelling another carrier subject to the act to afford it equal facilities for the forwarding of such freight.

Kentucky & Indiana Bridge & R. R. Co., R. R. Commission of Indiana v., 14 I. C. C., 563.

See R. R. Com. of Ind. v. Ky. & Ind. B. & R. Co.

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

Kentucky & Tennessee Ry. Co., Kennessee Coal Co. v. (4720), 28 I. C. C., 712.

Kentucky Distilleries & Warehouse Co. v. L. & N. R. Co. (4243), 27 I. C. C., 703.

Kentucky Wagon Manufacturing Co. v. Illinois Central R. R. Co. et al., 18 I. C. C., 360.

Cited: City of Spokane v. N. P. Ry. Co., 21 I. C. C., 417.

The transcontinental rates are affected by water competition.

Kenworthy, W. H. & Sons v. Union Pacific R. R. Co. et al., 21 I. C. C., 515.

Keogh John W. & Co. v. C., B. & Q. R. Co., 24 I. C. C., 606.

Cited: Rates on Excelsior & Flax Tow from St. Paul, Minn., 26 I. C. C., 690.

Cited: Rates on Excelsior & Flax Tow from St. Paul, 29 I. C. C., 640.

Cited: Morris-Johnson-Brown Mfg. Co. v. I. C. R. R. Co., 30 I. C. C., 444.

The rates on excelsior from St. Paul to Chicago, St. Louis and Missouri River points fixed not to exceed rates contemporaneously in effect on flax tow.

Keogh & Co., 29 I. C. C., 640.

See In re Advances, Excelsior & Flax Tow from St. Paul, Minn.

Kerper v. I. N. Ry. Co. (5683), 28 I. C. C., 716.

Kessler, Julius & Co. v. L. & N. R. Co., 25 I. C. C., 397.

Kessler, Julius & Co. v. Southern Ry. Co. et al., 17 I. C. C., 618.

Kessler & Co. v. S. R. Co., 24 I. C. C., 706.

Ketchum & Gaston Co. v. Chicago, Milwaukee & St. Paul Ry. Co. et al., 17 I. C. C., 620.

Kettering, C. W. Mercantile Co. v. Chicago, Rock Island & Pacific Ry. Co. et al., 18 I. C. C., 613.

Kewaunee, Green Bay & W. Ry. Co., Weise-Hollman Co. v. (4184), 27 I. C. C., 703.

Keystone Coal Co. v. Illinois Central R. R. Co. et al., 16 I. C. C., 336.

Keystone Coal Co. v. Illinois Central R. R. Co. et al., 17 I. C. C., 604.

Kibbe, Irvin, v. St. L. B. & M. R. Co., 25 I. C. C., 661.

Kiel Woodenware Co. v. Chicago, Milwaukee & St. Paul Ry. Co., 18 I. C. C., 242.

Followed: Canadian Valley Grain Co. v. C., R. I. & P. Ry. Co., 19 I. C. C., 108.

When a carrier fails to post the tariff changing a rate an award of reparation will be made covering any damage sustained.

Distinguished: Faribault Furniture Co. v. C. G. W. R. R. Co., 25 I. C. C., 41.

In cited case shipper could have arranged his shipments, if he had been advised of a change in the tariff, so as to procure the lower rate, formerly effective. In present case there was no change either in the rate effective at the time of the movement nor the minimum complained of.

Modified: Franke Grain Co. v. I. C. R. R. Co., 27 I. C. C., 628.

In view of the decision of the Supreme Court in *U. S. v. Miller*, 223 U. S. 599, posting of tariffs is not necessary to make a tariff lawfully effective.

Kilburn Mills v. N. T. N. H. & H. R. Co., 22 I. C. C., 21.

Kile & Morgan Co. v. Deepwater Ry. Co., 15 I. C. C., 235.

Cited: Nollenberger v. M. P. Ry. Co., 15 I. C. C., 598.
Statute of limitation interpreted.

Followed: Woodward & Dickerson v. L. & N. R. R. Co., 17 I. C. C., 10.
Claims which originated just prior to Aug. 26, 1906, as well as those thereafter may be presented within the two-year period. The one-year provision was intended to make valid, claims which would otherwise

have been barred by the two-year clause and which were perfectly valid under state statutes prior to the amendment of Aug. 26, 1906.

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.

Quoted: Noble v. J., L. C. & E. R. R. Co., 20 I. C. C., 522.

Quoted: Whaley-Warren Lumber Co. v. C., C. & O. Ry., 21 I. C. C., 531.

Carriers at fault in misrouting are liable for damages represented by higher charges than would have been lawfully assessable had the misrouting not occurred, and we do not adopt defendant's contention that liability attaches for such damage only as can be reasonably seen or anticipated. 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.

Kimball, F. J., v. Board of Trade of the City of Lynchburg, Va., 6 I. C. C., 632.

See Board of Trade of the City of Lynchburg, Va., v. Old Dominion S. S. Co.

Kimball, F. J., v. McClelen, E. D., 6 I. C. C., 588.

Ky. Central Ry. Co., Gerke Brewing Co. v., 5 I. C. C., 596.

See Gerke Brewing Co. v. L. & N. R. R. Co.

Kentucky Central R. R. Co., Chas. W. Keith v., 1 I. C. C., 189.

Kimbark, S. D., Intervener 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.

Kimberly, E. B., v. Chesapeake & Ohio Ry. Co., 17 I. C. C., 335.

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

Followed: Sanford v. Western Express Co., 16 I. C. C., 32.

The rates on small packages are made in competition with the U. S. mail rates.

Cited: Maricopa Co. Com. Club v. Wells, Fargo & Co., 16 I. C. C., 183.
The Wells, Fargo & Co. show an income which may fairly be regarded as too great, but this is not true of the Adams, the American or the United States upon the face of the figures offered by them.

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

Kindel, George J., & Denver Chamber of Commerce v. Atchison, Topeka & Santa Fe Ry. Co., 8 I. C. C., 608.

Cited: Holdzkom v. Mich. Cen. Ry. Co., 9 I. C. C., 48.

Cited: Business Men's League v. A., T. & S. F. Ry. Co., 9 I. C. C., 354.

Cited: Bovaird Supply Co. v. A., T. & S. F. Ry. Co., 13 I. C. C., 65.

Cited: City of Spokane v. N. P. Ry. Co., 15 I. C. C., 384.

Cited: City of Spokane v. N. P. Ry. Co., 21 I. C. C., 417.

Rates from the east to Pacific coast terminals are fixed by water competition via the Isthmus of Panama and around South America, fixing the all rail rate from ocean to ocean. In the east the combined competition of transcontinental lines and markets has operated to apply this water rate to substantially all the territory east of the Mississippi River.

Kindel, George J., and Denver Chamber of Commerce v. Atchison, Topeka & Santa Fe Ry. Co., 9 I. C. C., 606.

Cited: Bovaird Supply Co. v. A., T. & S. F. Ry. Co., 13 I. C. C., 66.

Several articles were added to list that came within the same rule applicable to sugar. Competition between points of production, of products, between carriers and in rates, are matters that constitute such dissimilar conditions as will prevent the lower rate to the most distant point from violating the fourth section of act.

Kindel, George J., v. Atchison, Topeka & Santa e Ry. Co. et al., 18 I. C. C., 612.

Kindel, George J., v. Boston & Albany R. R. Co., 11 I. C. C., 495.

Cited: Merchants' Traffic Asso. v. N. Y., N. H. & H. R. R. Co., 13 I. C. C., 226.

Cited: City of Spokane v. N. P. Ry. Co., 15 I. C. C., 389.

Followed: John Taylor Dry Goods Co. v. M. P. Ry. Co., 28 I. C. C., 210.

The rate on cotton piece goods from New England producing points to Denver.

Cited: Com. Club of Omaha v. B. & O. R. R. Co., 19 I. C. C., 401.

While the legality of a differential between carload and less-than-carload rates has been consistently sustained upon the ground of difference in cost of service, it is significant that no such rule applies to the any-quantity basis.

Cited: City of Spokane v. N. P. Ry. Co., 21 I. C. C., 417.
Transcontinental rates are affected by water competition.

Kindel, George J., v. N. Y., New Haven & Hartford R. R. Co., 11 I. C. C., 514.

Kindel, George J., v. N. Y., New Haven & Hartford R. R. Co., 15 I. C. C., 555.

Carriers ordered to reduce certain rates from the Missouri River, Chicago, Ill., and St. Louis, Mo., to Denver, Colo., and from Denver to Utah common points on the ground that the rates are unreasonable and unduly prejudicial to Denver.

Chicago, Rock Island & Pacific Ry. Co. v. Interstate Commerce Commission.

Chicago, Burlington & Quincy R. R. 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.

Interstate Commerce Commission v. Chicago, Burlington & Quincy R. R. Co.

218 U. S. 113. May 31, 1911. McKenna, J.

Commission's order held to be valid in all respects. It did not, it was held, arbitrarily create trade zones.

Cited: Receivers & Shippers Asso. v. C., N. O. & T. P. Ry. Co., 18 I. C. C., 464.

Quoted: Advance in Rates, Eastern Case, 20 I. C. C., 274.

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.

In determining competitive rates the road of shortest mileage and most advantageous situation will not alone be considered.

Cited: Com. Club of Omaha v. B. & O. R. R. Co., 19 I. C. C., 402.

The locals making up a combination through rate may be so low in themselves as to yield a reasonable through charge.

Cited: R. R. Com. of Texas v. A., T. & S. F. Ry. Co., 20 I. C. C., 485.

The class rates from St. Louis to Denver furnish a guide as to proper rates to Texas common points.

Cited: Minneapolis Traffic Asso. v. C., B. & Q. R. R. Co., 22 I. C. C., 259.

Cited: Vulcan Iron Works Co. v. A., T. & S. F. Ry. Co., 22 I. C. C., 478.

Class rates from Chicago and St. Louis to Denver reduced so that for a time these were lower than rates from Minneapolis.

Cited: In re Transportation of Wool, Hides & Pelts, 23 I. C. C., 175.

Fourth class rate between St. Louis and Denver of 80½ cents established in cited case.

Cited: Southwestern Shippers Traffic Asso. v. A., T. & S. F. Ry. Co., 24 I. C. C., 576.

Affirmed: Colorado Mfrs. Asso. v. A., T. & S. F. Ry. Co., 28 I. C. C., 82.

Cited: Iowa St. B'd of R. R. Coms. v. A. E. R. R. Co., 28 I. C. C., 199.
The rates as established in cited case from Chicago to Denver.

Cited: Appalachia Lumber Co. v. L. & N. R. R. Co., 25 I. C. C., 195.

The through rate should be less than the combination of locals.

Cited: New England Electric Co. v. C., R. I. & P. Ry. Co., 28 I. C. C., 419.

The fifth class rate of 67 cents per 100 pounds was established in cited case.

Kindelon, J. C., v. Southern Pacific Co. et al., 17 I. C. C., 251.

Followed: White Bros. v. A., T. & S. F. Ry. Co., 17 I. C. C., 417.

Followed: Maris v. So. Pac. Co., 18 I. C. C., 302.

Cited: Coke Producers Asso., Connellsville, v. B. & O. R. R. Co., 27 I. C. C., 150.

Rate on lumber from Black Rock, Ark., to San Francisco, Cal., held unreasonable by amount it exceeded 75 cents per 100 pounds.

Quoted: Com. Club of Omaha v. A. & S. R. Ry. Co., 18 I. C. C., 537.

Followed: Commercial Club of Omaha v. A. & S. R. Ry. Co., 27 I. C. C., 317.

The shipper who has been charged an unlawful rate and who is the owner of goods transported is entitled to repayment without the imposition of the impossible task upon the Commission of ascertaining the ultimate profits accruing from the business of the shipper. Moreover, the owner of the freight who has been required to pay an unreasonable rate is entitled, upon proper complaint and showing, to reparation irrespective of the profits accruing from his business.

King, W. S. & Co. v. N. Y., New Haven & Hartford R. R. Co., 4 I. C. C., 251.

Cited: George Rice v. At., Topeka & Santa Fe R. Co., 4 I. C. C., 243.

Fourth section of act not violated in making lower rate to San Francisco and Pacific coast terminals reached by water lines.

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

Kingfisher Mill & Elevator Co. v. Chicago, Rock Island & Pacific Ry. Co.,
13 I. C. C., 214.

See *Haines v. C., R. I. & P. Ry. Co.*

King Paper Co. v. L. S. & M. S. Ry. Co. (U. R. A-673), 30 I. C. C., 733.

King Powder Co v. P., C., C. & St. L. R. Co., 22 I. C. C., 657.

King-Ryder Lumber Co. v. L. & P. R. Co., 24 I. C. C., 726.

King-Ryder Lumber Co. v. L. & P. Ry. Co. (U. R. A-455), 29 I. C. C., 724.

Kingman & Co. v. Cincinnati, Hamilton & Dayton Ry. Co. et al., 17 I. C.
C., 623.

Kinnier, Montgomery & 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.*

Kinsella Grain Co. v. Chicago & Northwestern Ry. Co. (737) (932), 12 I. C.
C., 581, 585.

Kipp, B. A. Co. v. C., M. & St. P. R. Co., 26 I. C. C., 722.

Kirkpatrick & Co. v. Louisville & Nashville R. R. Co., 8 I. C. C., 93.

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

Kirkpatrick v. S. K. Ry. Co. of Texas (U. R. A-270), 28 I. C. C., 724.

**Kirkpatrick, J. C., Administrator E. C. Norton, deceased, v. C. & W. N. E. R.
Co.**, 25 I. C. C., 712.

Kiser, M. C. Co. et al. v. Central of Georgia Ry. Co. et al., 17 I. C. C., 430.

Carriers ordered to reduce to a specified amount the rate on shoes
and boots from Boston, Mass., and New York City to Atlanta, Ga., on
the ground that the existing rates are unreasonable.

Atlantic Coast Line R. R. Co. v. Interstate Commerce Commission.
C. C. E. D. Va.

Bill to annual Commission's order transferred to Commerce Court.

Atlantic Coast Line R. R. Co. v. Interstate Commerce Commission.
194 Fed. 449; 1 Com. Ct. 255. December 5, 1911.

Commerce Court No. 3. Carland, J.

Commission's motion to dismiss bill attacking Commission's order
denied.

Atlantic Coast Line R. R. Co. v. Interstate Commerce Commission.

Not reported. June 4, 1912.

Commerce Court No. 3.

Case dismissed without prejudice upon motion of petitioning carrier.

Kiteley-Johnson-St. Claire Hardware Co. v. C., B. & Q. R. Co., 24 I. C. C., 711.

Kitselman Bros. v. Chicago, Rock Island & Pacific Ry. Co. et al., 16 I. C. C., 155.

See *Indiana Steel & Wire Co. v. C., R. I. & P. Ry. Co.*

Kittoe Boiler & Tank Co. v. E. R. R. Co. (U. R. A-319), 28 I. C. C., 730.

Klauer Mfg. Co. v. A., T. & S. F. Ry. Co., 28 I. C. C., 508

Kleibacker, Fred R., v. L. & N. R. Co., 22 I. C. C., 420.

Klein, Philip, v. Texas & Pacific Ry. Co. et al., 19 I. C. C., 606.

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

Klyce, Henry A. Co. v. Illinois Central R. R. Co. et al., 19 I. C. C., 567.

Knickerbocker Ice Co. v. C., M. & St. P. Ry. Co. (4234), 28 I. C. C., 711.

Knox, S. H., v. Wabash R. R. Co., 18 I. C. C., 185.

Cited: Merchants & Mfg. 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 for bulky articles does not apply where they can be loaded into a box car.

Knoxville & Ohio R. R. Co., Heck & Petree v., 1 I. C. C., 495.

See *Heck & Petrie v. E. Tenn., Virginia & Ga. Ry. Co.*

Knoxville Traffic Bureau v. A. & V. Ry. Co. (6282), 29 I. C. C., 714.

Knoxville, Tenn., Traffic Bureau v. A. & V. Ry. Co. (U. R. A-559), 30 I. C. C., 718.

Koch Secret Service v. Louisville & Nashville R. R. Co., 13 I. C. C., 523.

Koch Butcher Supply Co. v. A., T. & S. F. R. Co., 23 I. C. C., 715.

Koch, W. J., v. Pa. R. R. Co., 10 I. C. C., 675.

Cited: Quimby et al. v. Me. Central R. R. Co., 13 I. C. C., 248.

Cited: Spiegle & Co. v. S. Ry. Co., 19 I. C. C., 526.

Quoted: Transportation of Wool, Hides & Pelts, 23 I. C. C., 173.

Cases previous to amendment of June 29, 1906, hold that stopping of a commodity in transit for treatment or reconsignment is in the nature of a special privilege which carriers might concede, though shipper could not, under the law as it then stood, demand it as a matter of lawful right. But allowance of the privilege to shippers in one section must be without wrongful prejudice to the rights of shippers in another section served by its line.

Koch Butchers Supply Co. v. C. & A. R. R. Co. (U. R. A-281), 28 I. C. C., 725.

Koch Butchers Supply Co. v. C., M. & St. P. R. Co., 26 I. C. C., 713.

Koehler, C. Co. et al. v. Chicago, Burlington & Quincy R. R. Co., 19 I. C. C., 606.

Koehler Produce Co. v. P. R. Co., 27 I. C. C., 635.

Koenig, R. P. & Co. v. C., M. & St. P. R. Co., 24 I. C. C., 594.

Kohlberg, M. S. & Co. v. W. F. & Co., 24 I. C. C., 380.

See *In re Express Rates*.

Kohlberg & Co. v. Wells, Fargo & Co., 28 I. C. C., 131.

Kohlenberg v. B. & O. R. R. Co. (3365), 29 I. C. C., 709.

Kokomo Steel & Wire Co. v. Chicago, Rock Island & Pacific Ry. Co. et al., 16 I. C. C., 155.

See *Indiana Steel & Wire Co. v. C., R. I. & P. Ry. Co.*

Kollyrite Trucking Co. v. Pennsylvania R. R. Co. et al., 21 I. C. C., 176.

See *Murphy v. N. Y. C. & H. R. R. R. Co.*

Kollyrite Trucking Co. v. P. R. Co. (U. R. A-146), 27 I. C. C., 713.

Krauss Bros. Lumber Co. v. N. C. & St. L. Ry. (U. R. A-315), 28 I. C. C., 729.

Kroll Lumber Co. v. G. N. Ry. Co. (U. R. A-428), 29 I. C. C., 720.

Kuh Bros. v. A., T. & S. F. R. Co., 26 I. C. C., 720.

Kulm Mill Co. v. Minneapolis, St. Paul & Sault Ste. Marie Ry. Co., 20 I. C. C., 665.

Kulzer, J. G., v. G. N. R. Co., 24 I. C. C., 716.

Kulzer v. G. N. Ry. Co. (U. R. A-540), 29 I. C. C., 735.

Kunz Grain Co. v. M. & St. L. R. R. Co. (U. R. A-280), 28 I. C. C., 725.

Kurth Co. v. C., M. & St. P. R. Co., 22 I. C. C., 672.

Kurtz, Edward L., v. Pennsylvania Co. et al., 16 I. C. C., 410.

Cited: Eschner v. P. R. R. Co., 18 I. C. C., 62.

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

Mileage books and limitations prescribed in connection with their use on through routes and Pullman accommodations.

L

La Crosse Implement Co. v. Chicago, Milwaukee & St. Paul Ry. Co., 19 I. C. C., 610.

La Crosse Mnfrs.' & Jobbers' Union v. Chicago, Minn. & St. Paul Ry. Co., 1 I. C. C., 629.

Cited: Bus. Men's Asso. of Minn. v. C., St. P., Minn. & O. Ry. Co., 2 I. C. C., 67.

The method of grouping stations and grading stations for a continuous haul of freight by a railway carrier is one that is very common in this country and is not necessarily illegal, unless the results that flow from it are illegal.

Quoted: Bus. Men's Asso. of Minn. v. C., St. P., Minn. & O. Ry. Co., 2 I. C. C., 69.

Many circumstances fairly entitle, and sometimes compel, the carrier to make rates on one line proportionately less than are made on another.

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., 3 I. C. C., 557.

The 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, is not a fair basis.

Cited: N. W. Howell v. N. Y., L. E. & W. R. R. Co., 2 I. C. C., 289.

Cited: Mary O. Stone & Th. Carten v. Del., Gr. H. & M. Ry. Co., 3 I. C. C., 639.

Grouping of rates inaugurated to bring certain rates within fourth section requirement.

Quoted: N. H. Howell v. N. Y., L. E. & W. R. R. Co., 2 I. C. C., 294.

Cited: L. Lippman & Co. v. The Ill. Cen. R. R. Co., 2 I. C. C., 587.

The system (of grouping rates) itself is therefore not necessarily illegal; it only becomes illegal when it can be shown that illegal results flow from it.

Lachman Bros. v. Atchison, Topeka & Santa Fe Ry. Co. et al, 17 I. C. C., 223.

Lachman Bros. v. Atchison, Topeka & Santa Fe Ry. Co. et al, 17 I. C. C., 609.

Laclede-Christy Clay Products Co. v. A. S. R. Co., 25 I. C. C., 141.

Laclede-Christy Clay Products Co. v. St. L. & S. F. R. Co. (U. R. A-105), 27 I. C. C., 707.

La Grange Board of Trade v. Clyde Steamship Co. (654), 12 I. C. C., 581.

Lagomarcino-Grupe Co. v. C. & N. W. R. Co., 24 I. C. C., 710.

Lagomarcino-Grupe Co. v. Chicago, Burlington & Quincy R. R. Co. et al, 19 I. C. C., 617.

Lagomarcino-Grupe Co. v. C., B. & Q. R. Co., 26 I. C. C., 720.

Lagomarcino-Grupe Co. v. C., B. & Q. R. R. Co. (U. R. A-275), 28 I. C. C., 724.

Lagomarcino-Grupe Co. v. C., R. I. & P. Ry. Co. (U. R. A-352), 28 I. C. C., 734.

Lagomarcino-Grupe Co. v. C., St. P., M. & O. R. Co. (U. R. A-122), 27 I. C. C., 710.

Lagomarcino-Grupe Co. et al. v. Illinois Central R. R. Co. et al, 16 I. C. C., 151.

Lagomarcino-Grupe Co. v. M. & O. R. Co., 24 I. C. C., 713.

Lagrange Chamber of Commerce v. Atlanta & West Point R. R. Co., 28 I. C. C., 178.

Cited: Montezuma, Ga., v. C. of G. Ry. Co., 28 I. C. C., 284

The situation in the two cases held to be similar in general aspects.

Cited: Mayor & Council of Douglas, Ga., v. A., B. & A. R. R. Co., 28 I. C. C., 451.

Rates in the territory under consideration are made under the well-known basing-point system, the application of which to facts similar to those of the present case was discussed in cited case.

Lair Furniture & Undertaking Co. v. New York Central & Hudson River R. R. Co. et al, 21 I. C. C., 676.

La Junta Milling & Elevator Co. v. A., T. & S. F. Ry. Co. (U. R. A-507), 29 I. C. C., 731.

Lake-and-Rail Butter & Egg Rates, 29 I. C. C., 45.

Lake-and-Rail Class Rates from Pennsylvania D Points, 26 I. C. C., 669.

Cited: Lake-and-Rail Rates from C.-F.-A. Territory, 26 I. C. C., 674.

The basis of making rail-and-lake rates to the northwest from points of origin in trunk line and central freight association territories has been to grade down the seaboard rates according to the proximity of the point of origin to the port of transshipment on Lake Erie.

Lake-and-Rail Rates from Central Freight Asso. Territory, 26 I. C. C., 671.**Lake Erie & Western Ry. Co., Bates, Hervey, v., 4 I. C. C., 281.**

See Bates v. Penn. R. R. Co.

Lake Erie & Western R. R. Co. et al., Gilchrist, Henry M., v., 16 I. C. C., 318.**Lake Erie & Western R. R. Co., J. J. Marley & Son v., 11 I. C. C., 616.****Lake Erie & Western R. R. Co., National Refining Co. v., 21 I. C. C., 668.****Lake Erie & Western R. R. Co., Palmer & Miller v., 15 I. C. C., 107.****Lake Erie & Western R. R. Co., Southern Paint & Glass Co. v., 6 I. C. C., 284.****Lake Shore & Michigan Southern Ry. Co. et al., Acme Cement Plaster Co. v., 17 I. C. C., 30.****Lake Shore & Michigan Southern Ry. Co. et al., American Cigar Co. v., 17 I. C. C., 619.****Lake Shore & Michigan Southern Ry. Co., American Dynalite Co. v., 26 I. C. C., 713.****Lake Shore & Michigan Southern Ry. Co. et al., Anderson Vehicle Co. v., 17 I. C. C., 619.****Lake Shore & Michigan Southern Ry. Co., Beaver & Co. v., 4 I. C. C., 733.**

See Beaver & Co. v. Pitts., Cinn. & St. L. Ry. Co.

Lake Shore & Michigan Southern Ry. Co. et al., Bentley & Olmstead et al. v., 17 I. C. C., 56.

See Bentley & Olmsted v. L. S. & M. S. Ry. Co.

Lake Shore & Michigan Southern Ry. Co., Boston Chamber of Commerce v., 1 I. C. C., 436.

See Boston Chamber of Commerce v. Lake Shore & Michigan Southern Ry. Co., also Boston Chamber of Commerce v. Boston & Albany Ry. Co.

Lake Shore & Michigan Southern Ry. Co., Briggs & Turivas v., 26 I. C. C., 721.

Lake Shore & Michigan Southern Ry. Co. et al., Buffalo Union Furnace Co. et al. v., 21 I. C. C., 620.

Lake Shore & Michigan Southern Ry. Co., Chamberlain Cartridge & Target Co. v. (U. R. A-482), 29 I. C. C., 725.

Lake Shore & Michigan Southern Ry. Co., Channon, H. Co. v., 15 I. C. C., 551.

Lake Shore & Michigan Southern Ry. Co., Fred G. Clark Co. v., 11 I. C. C., 558.

See *Clark Co. v. L. S. & M. S. Ry. Co.*

Lake Shore & Michigan Southern Ry. Co., Cleveland Board of Trade v., 5 I. C. C., 166.

See *Kemble v. Lake Shore & Michigan Southern Ry. Co.*

Lake Shore & Michigan Southern Ry. Co., Cleveland Stone Co. v. (4809), 27 I. C. C., 703.

Lake Shore & Michigan Southern Ry. Co., Clyde Kraut Co. v. (U. R. A-112), 27 I. C. C., 708.

Lake Shore & Michigan Ry. Co., Consolidated Pump Co. v., 27 I. C. C., 519.

Lake Shore & Michigan Southern Ry. Co. et al., Crookston Lumber Co. v., 17 I. C. C., 611.

Lake Shore & Michigan Southern Ry. Co., Dean Electric Co. v. (U. R. A-464), 29 I. C. C., 725.

Lake Shore & Michigan Southern Ry. Co. et al., Detroit Traffic Association v., 21 I. C. C., 257.

See *Detroit Traffic Asso. v. L. S. & M. S. Ry. Co.*

Lake Shore & Michigan Southern Ry. Co., Diamond Show Case Co. v., 26 I. C. C., 709.

Lake Shore & Michigan Southern Ry. Co., Erie Preserving Co. v., 14 I. C. C., 118.

Lake Shore & Michigan Southern Ry. Co., Flint & Walling Manufacturing Co. v., 14 I. C. C., 336.

Lake Shore & Michigan Southern Ry. Co., Franke Grain Co. v., 23 I. C. C., 713.

- Lake Shore & Michigan Southern Ry. Co., French Battery & Carbon Co. v.**
(U. R. A-374), 28 I. C. C., 737.
- Lake Shore & Michigan Southern Ry. Co., Frost Prevention Co. v.,** 26 I. C. C., 711.
- Lake Shore & Michigan Southern Ry. Co., Globe-Wernicke Co. v.,** 11 I. C. C., 156.
- Lake Shore & Michigan Southern Ry. Co. et al., Harmon, F. S. & Co. v.,**
17 I. C. C., 394.
- Lake Shore & Michigan Southern Ry. Co., Harvard Co. v.,** 4 I. C. C., 212.
See Harvard Co. v. Penn. Co.
- Lake Shore & Michigan Southern Ry. Co., S. J. Hawkins v.,** 9 I. C. C., 207.
- Lake Shore & Michigan Southern Ry. Co., Hofeller & Co. v. (1367),** 14 I. C. C., 636.
- Lake Shore & Michigan Southern Ry. Co., Hurlburt, Frank L., v.,** 2 I. C. C., 122.
See Hurlburt v. Lake Shore & Michigan So. Ry. Co.
- Lake Shore & Michigan Southern Ry. Co., Inter-Mountain Auto Co. v.**
(U. R. A-466), 29 I. C. C., 726.
- Lake Shore & Michigan Southern Ry. Co. et al., Isbell, S. M. & Co. v.,** 19 I. C. C., 448.
- Lake Shore & Michigan Southern Ry. Co. et al., Isbell-Brown Co. v.,** 19 I. C. C., 604.
- Lake Shore & Michigan Southern Ry. Co. et al., Isbell-Brown Co. v.,** 19 I. C. C., 611.
- Lake Shore & Michigan Southern Ry. Co., Kemble, Edward, v.,** 5 I. C. C., 166.
See Kemble v. Lake Shore & Michigan So. Ry. Co.
- Lake Shore & Michigan Southern Ry. Co., George J. Kindel v.,** 11 I. C. C., 495.
See Kindel v. B. & A. R. R. Co.
- Lake Shore & Michigan Southern Ry. Co., King Paper Co. v. (U. R. A-673),**
30 I. C. C., 733.
- Lake Shore & Michigan Southern Ry. Co., Leavitt & Co. v. (U. R. A-121),**
27 I. C. C., 710.

Lake Shore & Michigan Southern Ry. Co., Lindsay Brothers v., 15 I. C. C., 284.

Lake Shore & Michigan Southern Ry. Co., Lindsay Bros. v., 22 I. C. C., 516.

Lake Shore & Michigan Southern Ry. Co., Malone Stone Co. v. (4809 Sub. 1), 27 I. C. C., 703.

Lake Shore & Michigan Southern R. R. Co., Michigan Box Co. v., 6 I. C. C., 335.

See Michigan Box Co. v. Flint & Pere Marquette R. R. Co.

Lake Shore & Michigan Southern Ry. Co. et al., Milburn Wagon Co. v., 18 I. C. C., 144.

Lake Shore & Michigan Southern Ry. Co. et al., Milburn Wagon Co. v., 18 I. C. C., 613.

See Milburn Wagon Co. v. L. S. & M. S. Ry. Co.

Lake Shore & Michigan Southern Ry. Co., Milburn Wagon Co. v., 22 I. C. C., 93, 460, 511.

See Milburn Wagon Co. v. L. S. & M. S. Ry. Co.

Lake Shore & Michigan Southern Ry. Co. et al., Morris, S. & Co. v., 18 I. C. C., 626.

Lake Shore & Michigan Southern Ry. Co., National Hay Asso. v., 9 I. C. C., 264.

Lake Shore & Michigan Southern Ry. Co., National Machinery & Wrecking Co. v., 11 I. C. C., 581.

See National Machinery & Wrecking Co. v. P., C. & St. L. Ry. Co.

Lake Shore & Michigan Southern Ry. Co., Natomas Consolidated of California v., 24 I. C. C., 707.

Lake Shore & Michigan Southern Ry. Co., M. Newman v., 11 I. C. C., 517.

Lake Shore & Michigan Southern 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.

Lake Shore & Michigan Southern Ry. Co., N. Y. Produce Ex. v., 7 I. C. C., 612.

See N. Y. Produce Exchange v. B. & O. R. R. Co.

Lake Shore & Michigan Southern Ry. Co. et al., Ouerocker, William J., v.,
21 I. C. C., 667.

Lake Shore & Michigan Southern Ry. Co. et al., Pioneer Co. v., 19 I. C.
C., 605.

Lake Shore & Michigan Southern Ry. Co., Pittsburg Steel Co. v., 27 I. C.
C., 173.

See Pittsburg Steel Co. v. L. S. & M. S. Ry. Co.

Lake Shore & Michigan Southern Ry. Co., Planters' Compress Co. v., 11 I.
C. C., 382.

See Planters' Compress Co. v. C., C., C. & St. L. Ry. Co.

Lake Shore & Michigan Southern Ry. Co., Proctor & Gamble v., 4 I. C. C.,
87, 443.

See Proctor & Gamble v. C., H. & D. R. R. Co.

Lake Shore & Michigan Southern Ry. Co., Proctor & Gamble Co. v., 9 I. C.
C., 440.

See Proctor & Gamble Co. v. C., H. & D. Ry. Co.

Lake Shore & Michigan Southern R. R. Co., Rhode Island Egg & Butter
Co. v., 6 I. C. C., 176.

Lake Shore & Michigan Southern Ry. Co., Rumely Co. v., 25 I. C. C., 709.

Lake Shore & Michigan Southern Ry. Co., Scofield, William C., v., 2 I. C.
C., 90.

See Scofield v. Lake Shore & Mich. So. Ry. Co.

Lake Shore & Michigan Southern Ry. Co. et al., Scully Steel & Iron Co. v.,
16 I. C. C., 358.

Lake Shore & Michigan Southern Ry. Co., Sidway Mercantile Co. v., 22 I.
C. C., 570.

Lake Shore & Michigan Southern Ry. Co., Smith-Booth Usher Co. v., 23 I.
C. C., 242.

Lake Shore & Michigan Southern Ry. Co., Standard Mirror Co. v., 27 I. C.
C., 200.

Lake Shore & Michigan Southern Ry. Co. et al., Swedish-American Tele-
phone Co. v., 17 I. C. C., 615.

Lake Shore & Michigan Southern Ry. Co., Toledo Produce Exchange v., 5 I. C. C., 166.

See Toledo Produce Ex. v. Lake Shore & Michigan So. R. R. Co.;
Kemble v. Lake Shore & Michigan So. Ry. Co.

Lake Shore & Michigan Southern Ry. Co., Ulrick & Williams v., 9 I. C. C., 495.

Lake Shore & Michigan Southern Ry. Co. et al., United States Cast Iron Pipe & Foundry Co. v., 17 I. C. C., 625.

Lake Shore & Michigan Southern Ry. Co. et al., Walter & Co. v., 20 I. C. C., 670.

Lake Shore & Michigan Southern Ry. Co. et al., Watson, H. F. Co. v., 16 I. C. C., 124.

Lake Shore & Michigan Southern Ry. Co. et al., Weis Manufacturing Co. v., 18 I. C. C., 620.

Lake Superior & Ishpeming Ry. Co., Brunswick-Balke-Collender Co. v. (5726), 28 I. C. C., 717.

Lake Superior Paper Co. (Ltd.) v. D. S. S. & A. Ry. Co., 30 I. C. C., 403.

Lamar & Rankin Drug Co. v. B. & O. R. R. Co., 6 I. C. C., 284.

Lamar & Rankin Drug Co. v. Lake Erie & Western R. R. Co., 6 I. C. C., 284.

Lamar Mill & Elevator Co. v. A., T. & S. F. Ry. Co. (U. R. A-290), 28 I. C. C., 726.

Lamb, J. I. Co. v. Chicago & North Western Ry. Co. et al., 18 I. C. C., 619.

Lamb, J. I. Co. v. Great Western Ry. Co. et al., 17 I. C. C., 617.

Lamb, J. I. Co. v. Michigan Central R. R. Co. et al., 18 I. C. C., 279

Lammers, C. A. Bottling Co. v. Baltimore & Ohio R. R. Co., 18 I. C. C., 354.

Lamb-Davis Lumber Co. v. G. N. R. Co. (U. R. A-235), 27 I. C. C., 726.

Lamb, McGregor & Co. v. C. & N. W. R. Co., 22 I. C. C., 346.

Cited: Com. Club of Omaha v. A. & S. R. Ry. Co., 27 I. C. C., 323.

Where freight charges were tendered and paid to the delivering carrier by consignee, but the paid expense bills were transmitted to consignors in lieu of so much cash and deducted from invoice price in settlement, the consignors are real parties in interest in respect to a reparation award.

Lambros, P. D., v. Chicago, Milwaukee & St. Paul Ry. Co. et al., 20 I. C. C., 666.

Land & Immigration Agents, Re, 12 I. C. C., 7.

Landers, Frary & Clark v. Atchison, Topeka & Santa Fe Ry. Co. et al., 17 I. C. C., 511.

Lane Bros. Co. v. V. Ry. Co. (6013), 28 I. C. C., 720.

Lang & Ouverson v. I. C. R. Co., 26 I. C. C., 723.

Langenberg Bros. & Co. v. Wabash R. R. Co., 17 I. C. C., 617.

Laning-Harris Coal & Grain Co. v. Atchison, Topeka & Santa Fe Ry. Co., 12 I. C. C., 479.

Cited: Leonard v. C., M. & St. P. Ry. Co., 12 I. C. C., 494.

Cited: Missouri & Kansas Shippers' Asso. v. A., T. & S. F. Ry. Co., 13 I. C. C., 417.

In the absence of tariff provision to the contrary the transportation rates shown in carrier's tariff to a given point include delivery on its own rails, and if shipper or owner of consignment requires delivery on the rails of another carrier he must pay the lawful charges of that other carrier for its services.

Laning-Harris Coal & Grain Co. v. C. & E. I. R. R. Co. (5884), 29 I. C. C., 712.

Laning-Harris Coal & Grain Co. v. Chicago, Burlington & Quincy R. R. Co., 18 I. C. C., 11.

Laning-Harris Coal & Grain Co. v. Chicago, Milwaukee & St. Paul Ry. Co., 12 I. C. C., 492.

Laning-Harris Coal & Grain Co. v. Chicago, Rock Island & Pacific Ry. Co. et al., 17 I. C. C., 623.

Laning-Harris Coal & Grain Co. v. Missouri Pacific Ry. Co., 13 I. C. C., 154.

Quoted: Hydraulic Press Brick Co. v. St. L. & S. F. R. R. Co., 13 I. C. C., 346.

Quoted: Oshkosh Logging Tool Co. v. C. & N. W. Ry. Co., 14 I. C. C., 112.

Joint through rates based on sum of locals making a less rate between any points, and where such a rate is higher than less rate it may be lowered.

Cited: Flaccus Glass Co. v. C., C. & St. L. Ry. Co., 14 I. C. C., 334.

Joint through rates are lower than the sum of locals between the same points, and there is no transportation reason why this should not ordinarily be the case.

Cited: Coal Rates on the Stoney Fork Branch, 26 I. C. C., 173.

There can be but one legal rate between two points. This rate must either be (a) the local rate if over one road; or (b) the joint rate if over a through route composed of two or more roads which have agreed as to a joint rate; or (c) a combination of separately established rates applicable on through business over a through route which does not enjoy a joint rate.

Laning-Harris Coal & Grain Co. v. St. Louis & San Francisco R. R. Co. (1076) (1077) (1107), 12 I. C. C., 588.

Laning-Harris Coal & Grain Co. v. St. Louis & San Francisco R. R. Co. (1081), 15 I. C. C., 637.

Laning-Harris Coal & Grain Co. v. St. Louis & San Francisco R. R. Co., 15 I. C. C., 37.

Cited: Wheeler Lumber, Bridge & Supply Co. v. A. & C. R. R. Co., 20 I. C. C., 11.

The Commission has authority to award damages in a case where a carrier collects a greater sum on an interstate shipment than is fixed by its published tariffs.

Laning-Harris Coal & Grain Co. v. St. Joseph & Grand Island Ry. Co., 13 I. C. C., 317.

Laona & Northern R. R. Co., M., St. P. & S. Ste. M. R. Co. v., 24 I. C. C., 639.

Distinguished: Cancellation of Joint Rates C., Z. & G. R. R. Co., 27 I. C. C., 365.

The cited case is in point in so far as it was a case where joint rates were cancelled because its status was rendered doubtful by the tap line case and other decisions of like import. The road in cited case was of greater length than road here, owns locomotives and other equipment, engages in mail, express, and passenger business and has been expressly held to be a common carrier performing transportation service subject to the act.

Laramie, Hahns Peak & P. Ry. Co., Hunter, Casteel & Hunter Co. (U. R. A- 385), 28 I. C. C., 738.

Laredo, Tex., Board of Trade v. I. & G. N. R. Co., 22 I. C. C., 28.

Larkin Co. v. E. & W. R. Co., 25 I. C. C., 645.

Larrison, Louis, v. Chicago & Grand Trunk Ry. Co., 1 I. C. C., 147.

Cited: Pitts., Cin. & St. L. Ry. Co. v. B. & O. Co., 3 I. C. C., 472.

Cited: Thos. V. Cator v. S. P. Co., 6 I. C. C., 117.

Cited: Weber Club & Intermountain Fair Asso. v. O. S. L. R. R. Co., 17 I. C. C., 214.

Cited and distinguished: Commutation Rate Case, 21 I. C. C., 433.

Railroads selling mileage tickets, must sell them impartially to all who apply; and their sale to a particular class of travelers at a lower rate is unjust discrimination. And excursion rates should be published as other rates.

Cited: In re Persons Free or at Reduced Rates by B. & M. R. Co., 5 I. C. C., 79.

The evils of free transportation.

Distinguished: Commutation Rate Case, 21 I. C. C., 433.

The case was solely based on discrimination under section 3, but it was intimated that the charges for mileage tickets must be reasonable.

Larrowe Milling Co. v. Chicago & North Western Ry. Co. et al., 17 I. C. C., 443, 548.

Followed: Rehberg & Co. v. Erie R. R. Co., 17 I. C. C., 510.

Followed: Larrowe Milling Co. v. C. & N. W. Ry. Co., 17 I. C. C., 548.

Reparation awarded growing out of excess routing, rate should have been made by taking Erie and North Western joint rate to Waukesha and the North Western proportional from Waukesha to Janesville, Wis.

Larsen v. U. P. R. R. Co. (U. R. A-385), 28 I. C. C., 738.

Larsen, H., v. U. P. R. Co. (U. R. A-243), 27 I. C. C., 727.

Larsen Canning Co. v. Chicago & Northwestern Ry. Co., 13 I. C. C., 286.

Cited: Struthers-Wells Co. v. Penn. R. Co., 14 I. C. C., 292.

If a shipper gives directions with respect to the routing of his shipment the carrier is bound by his instructions and must charge the rate applicable to the designated route, even though such rate is higher than over some other route between the same points.

Larson Lumber Co. v. Great Northern Ry. Co., 21 I. C. C., 474.

La Salle & Bureau County R. R. Co. v. Chicago & Northwestern Ry. Co. v., 13 I. C. C., 610.

La Salle Paper Co. v. Michigan Central R. R. Co. et al., 16 I. C. C., 149.

Las Vegas & Tonopah R. R. Co., Bullfrog Goldfield R. R. Co. v. (3925), 27 I. C. C., 703.

Latham Brothers v. Atchison, Topeka & Santa Fe Ry. Co. (1661), 15 I. C. C., 638.

Latham Co. v. S. Ry. Co. (U. R. A-669), 30 I. C. C., 733.

Lathrop Lumber Co. v. A. G. S. R. Co., 27 I. C. C., 250.

Lathrop, Shea & Henwood Co. v. L. V. R. Co., 24 I. C. C., 622.

Lauer, E. & Son v. Nevada-California-Oregon Ry., 17 I. C. C., 488.

Followed: **Bunch & Tussey v. Nevada C. O. Ry.**, 17 I. C. C., 490.
Rate on potatoes and onions held unreasonable.

Lauer, E. & Sons v. Southern Pacific Co. et al., 18 I. C. C., 109.

Lautz Bros. & Co., Inc., v. Lehigh Valley R. R. Co. et al., 17 I. C. C., 167.

Lawrence & Co. v. Boston & Maine R. R. et al., 21 I. C. C., 669.

Lawrance-Hensley Fruit Co. v. Union Pacific R. R. Co. et al., 18 I. C. C., 626.

Lawrence-Wardenburg Co. v. Southern Pacific Co. et al., 20 I. C. C., 638.

Lazarri & Barton Co. v. Montpelier & Wells River R. R., 14 I. C. C., 146.

Leach, A., v. N. P. R. Co., 25 I. C. C., 275.

Leach & Co. v. S. Ry. Co. (6049), 28 I. C. C., 720.

Lead Commercial Club v. Chicago & Northwestern Ry. Co., 12 I. C. C., 460.

League of Southern Idaho Commercial Clubs v. Oregon Short Line R. R. Co. et al., 18 I. C. C., 562.

See also **Idaho Commercial Clubs Southern League v. O. S. L. R. R. Co.**

Cited: **Consolidated Fuel Co. v. A., T. & S. F. Ry. Co.**, 24 I. C. C., 216.
Rate on coal from Wyoming fields to Boise and other Idaho destinations reduced from \$4 to \$3.50 per ton.

Leahy Mfg. Co. v. M. P. Ry. Co. (U. R. A-625), 30 I. C. C., 726.

Learned-Haynes Co. v. St. Louis & San Francisco R. R. Co. et al., 18 I. C. C., 622.

Leavitt & Co. v. C., M. & St. P. Ry. Co. (4789), 28 I. C. C., 712..

Leavitt & Co. v. C., C., C. & St. L. R. Co. (U. R. A-152), 27 I. C. C., 714.

Leavitt & Co. v. C., C., C. & St. L. Ry. Co. (U. R. A-592), 30 I. C. C., 722.

Leavitt & Co. v. L. S. & M. S. R. Co. (U. R. A-121), 27 I. C. C., 710.

Leavitt Land & Lbr. Co. v. St. L., I. M. & S R. Co. (U. R. A-174), 27 I. C. C., 717.

Lebanon Commercial Club v. L. & N. R. Co., 25 I. C. C., 277.

Cited: Middlesboro Board of Trade v. L. & N. R. R. Co., 27 I. C. C., 22
That the rates to Jellico and to Middlesboro are both below the continuous mileage scale of the defendant held by no means conclusive of their reasonableness.

Lebanon Commercial Club v. L. & N. R. R. Co., 28 I. C. C., 301.

Lebanon Paper Co. v. Elgin, Joliet & Eastern Ry. Co. et al., 18 I. C. C., 591.

Lee v. St. L. & S. W. Ry. Co., 29 I. C. C., 101.

Lee Broom & Duster Co. v. A., T. & S. F. Ry. Co. (U. R. A-650), 30 I. C. C., 730.

Lee Broom & Duster Co. v. Ft. W. & D. C. Ry. Co. (U. R. A-656), 30 I. C. C., 731.

Lee Co. v. C., R. I. & P. Ry. Co. (U. R. A-499), 29 I. C. C., 730.

Lee Co. v. I. C. R. Co. (U. R. A-161), 27 I. C. C., 715.

Lee Co. v. I. C. R. R. Co., 28 I. C. C., 515.

Lee Co. v. I. C. R. R. Co. (U. R. A-422), 29 I. C. C., 720.

Lee, Cuyler, v. A., T. & S. F. R. Co. (5439), 27 I. C. C., 706.

Lee-Warren Milling Co. v. Chicago, Rock Island & Pacific Ry. Co. et al., 16 I. C. C., 422.

Leggett, Francis H. & Co. v. N. Y. Central & Hudson River R. R. Co., 3 I. C. C., 473.

Leggett & Platt Spring Bed & Mfg. Co. v. M. P. R. Co., 22 I. C. C., 513.

Cited: Springfield Traffic Bu. v. St. L. & S. F. R. R. Co., 29 I. C. C., 604.
A rate on spring wire from Waukegan, Mich., to Carthage which exceeded the rate to Springfield by 3 cents held unjustly discriminatory.

Lehigh & Hudson River Ry. Co. et al., Males Co. v., 17 I. C. C., 280.

See **Males Co. v. L. & H. R. Ry. Co.**

Lehigh & Hudson River 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.**

Lehigh & Hudson River Ry. Co. et al., Stilwell, Nelson D., v., 19 I. C. C., 404.

Lehigh & Hudson River Ry. Co. et al, Vanness, John W., v., 17 I. C. C., 307.

Lehigh & New England R. R. Co., Milk Producers' Protective Asso., 7 I. C. C., 92.

See Milk Producers' Protective Asso. v. D., L. & W. R. R. Co.

Lehigh Valley R. R. Co., American Hay Co. v., 21 I. C. C., 166.

Lehigh Valley R. R. Co., American Hay Co. v., 24 I. C. C., 717.

Lehigh Valley R. R. Co., Anaconda Copper Mining Co. v., 23 I. C. C., 711.

Lehigh Valley R. R. Co., Barber Asphalt Paving Co. v., 24 I. C. C., 706.

Lehigh Valley R. R. Company, Barden & Swarthout v., 12 I. C. C., 193.

Lehigh Valley R. R. Co., Boston Fruit & Produce Exchange v., 4 I. C. C., 664.

See Boston F. & P. Ex. v. N. Y. & N. E. R. R. Co.

Lehigh Valley R. R. Co., Boston Fruit & Produce Exchange v., 5 I. C. C., 1.

Lehigh Valley R. R. Co., Clark, Fred G. Co. v., 11 I. C. C., 558.

See Clark Co. v. L. S. & M. S. Ry. Co.

Lehigh Valley R. R. Co., Coxe Bros. & Co. v., 4 I. C. C., 535.

See Coxe Bros. & Co. v. Lehigh Valley R. R. Co.

Lehigh Valley R. R. Co., Flour City Steamship Co. v., 24 I. C. S., 179.

See Flour City Steamship Co. v. Lehigh Valley R. R. Co.

Lehigh Valley R. R. Co., Follmer, C. C. & Co. v., 19 I. C. C., 606.

Lehigh Valley R. R. Co., Galveston Commercial Asso. v. (5311), 27 I. C. C., 705.

Lehigh Valley R. R. Co., Globe-Wernicke Co. v., 11 I. C. C., 156.

Lehigh Valley 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.

Lehigh Valley R. R. Co., Independent Refiners' Asso. of Titusville, Pa., v., 6 I. C. C., 378.

Lehigh Valley R. R. Co., Lathrop Shea Henwood Co. v., 24 I. C. C., 622.

Lehigh Valley R. R. Co. et al, Lautz Bros. & Co., Inc., v., 17 I. C. C., 167.

Lehigh Valley R. R. Co., Meeker & Co. v., 21 I. C. C., 129.

See Meeker & Co v. L. V. R. R. Co.

Lehigh Valley R. R. Co., Meeker & Co. v., 23 I. C. C., 480.

Lehigh Valley 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.

Lehigh Valley R. R. Co., National Hay Asso. v., 9 I. C. C., 264.

Lehigh Valley R. R. Co., Naylor & Co. v., 15 I. C. C., 9.

Lehigh Valley R. R. Co. et al., Naylor & Co. v., 18 I. C. C., 624.

Lehigh Valley 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.

Lehigh Valley R. R. Co., New York Hay Exchange Asso. v., 29 I. C. C., 90.

Lehigh Valley R. R. Co., N. Y. Produce Exchange v., 7 I. C. C., 612.

See N. Y. Produce Exchange v. B. & O. R. R. Co.

Lehigh Valley R. R. Co., Paine Bros. & Co. v., 7 I. C. C., 218.

See Paine Bros. & Co. v. Lehigh Valley R. R. Co.

Lehigh Valley R. R. Co., Palen & Burns v. (U. R. A-479), 29 I. C. C., 727.

Lehigh Valley R. R. Co., Partridge Lumber Co. v. (4519), 30 I. C. C., 711.

Lehigh Valley R. R. Co., Red Ash Coal Co. v. (6276), 30 I. C. C., 714.

Lehigh Valley R. R. Co., Reliance Coal Co. v., 20 I. C. C., 653.

Lehigh Valley R. R. Co., Ridgewood Coal Co. v., 21 I. C. C., 183.

Lehigh Valley R. R. Co., Scranton & Lehigh Coal Co. v. (U. R. A-459), 29
I. C. C., 725.

Lehigh Valley R. R. Co., Warner, Hulbert H., v., 4 I. C. C., 32.

See Warner v. N. Y. C. & H. R. R. Co.

Lehigh Valley R. R. Co., Washburn-Crosby Co. v., 13 I. C. C., 39.

See Washburn-Crosby Co. v. L. V. R. R. Co.

Lehman-Higginson Grocer Co. v. Atchison, Topeka & Santa Fe Ry. Co.,
10 I. C. C., 460.

Lehmann-Higginson Co. v. Central Pacific R. R. Co., 4 I. C. C., 1.

See *Lehmann-Higginson Co. v. So. Pac. Co.*

Lehmann-Higginson & Co. v. Southern Pacific Co., 4 I. C. C., 1.

Cited and distinguished: *N. Y. & N. Ry. Co. v. N. Y. & N. E. R. Co.*, 4 I. C. C., 717 and 726.

No question of discrimination involved, Commission was asked to order a through route, and through rates, over a main line and a connecting line crossing it at right angles, under circumstances that involved a variety of other considerations.

Distinguished: *S. M. Raworth v. No. Pac. R. Co.*, 5 I. C. C., 241.

Quoted: *S. M. Raworth v. No. Pac. R. Co.*, 5 I. C. C., 243.

Cited: *Kindel v. Atch., T. & S. F. R. Co.*, 8 I. C. C., 626.

"There is, in my opinion, no such thing as water competition between the Pacific coast and Kansas City in the carrying of refined or unrefined sugars. The dissimilarity in the circumstances which justifies the greater charge for the shorter distance results from the fact that Humboldt, the shorter distance point, is off the through and direct lines of any route from San Francisco to Kansas City. The expense of maintaining separate equipment and operating short branch roads or lines adds considerably to the cost of the carriage."

Cited: *Brewer & Hanleiter v. L. & N. R. Co.*, 7 I. C. C., 235.

Water competition which would create dissimilar circumstances under section 4, must be "actual competition which is of controlling force, in respect to traffic important in amount."

Cited: *Johnson v. Chic., St. P., M. & O. R. Co.*, 9 I. C. C., 239.

Cited: *Boraird Supply Co. v. A., T. & S. F. Ry. Co.*, 13 I. C. C., 65, 66.

Where a reduced rate is made to a terminus of a through route under the compulsion of competition, a town not located on the line of the through route, but reached over a lateral connecting road, has a disadvantage of situation entailing some additional expense, and a reasonably higher rate to such town than the forced competitive rate to the more distant terminus of the through route is not unjust discrimination.

Lehmann-Higginson & Co. v. Texas & Pacific Ry. Co., 5 I. C. C., 44.

Cited: *N. Y., N. H. & H. R. Co. v. Platt*, 7 I. C. C., 329.

Quoted: *N. Y., N. H. & H. R. Co. v. Platt*, 7 I. C. C., 342.

Cited: *Through Routes and Through Rates*, 12 I. C. C., 168.

A "joint freight tariff," issued by the New Orleans Traffic Association composed of companies operating out of New Orleans, but not

extending to Kansas City, did not establish as provided by section 6 of the act a joint tariff of rates and charges or a continuous line from New Orleans to Kansas City, between the roads of said association or any of them and the outside road or roads over which the transportation had to be continued from the termini of the former roads on to Kansas City, the latter roads not having united in said tariff.

Cited: Cattle Raisers' Asso. v. Ft. Worth & D. C. R. Co., 7 I. C. C., 554.

Any person who has paid an unreasonable rate upon showing the extent of its unreasonableness may obtain an order for the payment of damages in the amount that the sum paid exceeded a just and reasonable rate.

Lemmon Hardware Co. v. Chicago, Milwaukee & St. Paul Ry. Co. et al, 18 I. C. C., 624.

Lemmon Lumber Co. v. Chicago, Milwaukee & St. Paul Ry. Co. et al, 18 I. C. C., 627.

Lemmon Lumber Co. v. Chicago, Milwaukee & St. Paul Ry. Co. et al, 18 I. C. C., 625.

Lemore, A. & Co. v. St. L., I. M. & S. R. Co., 26 I. C. C., 714.

Lena Lumber Co. v. C., R. I. & P. R. Co, 26 I. C. C., 707.

Leonard v. Chicago, Milwaukee & St. Paul Ry. Co., 12 I. C. C., 492.

Leonard v. Kansas City Southern Ry. Co., 13 I. C. C., 573.

Followed: Dierks & Sons Lumber Co. v. M. P. Ry. Co., 24 I. C. C., 205.

The facts in the two cases differ only in that here the commodity is lumber where in the former case it was coal. The principle is the same. Defendants must absorb the charges of a delivery belt line to the extent of their general switching absorption in Kansas City without discrimination.

Leonard v. Missouri, Kansas & Texas Ry. Co., 12 I. C. C., 538.

Leonard v. Missouri Pacific Ry. Co. (1096), 12 I. C. C., 588.

Leonard, Abiel, v. Chicago & Alton R. R. Co., 3 I. C. C., 241.

Leonard, Leverett, v. Union Pacific Ry. Co., 1 I. C. C., 185.

Leonard Coal Co. v. Missouri, Kansas & Texas Ry. Co. (1208), 12 I. C. C., 589.

Leonard Coal Co. v. St. Louis & San Francisco R. R. Co. (1207), 12 I. C. C., 589.

Lesinsky Co., The H. v. Southern Pacific Co. (1588), 14 I. C. C., 639.

- Lesinsky, H. Co. v. A., T. & S. F. R. Co.**, 24 I. C. C., 620.
- Lesser-Goldman Cotton Co v. St. L., I. M. & S. R. Co.**, 27 I. C. C., 496.
- Lesser, Simon, v. Georgia R. R. Co. et al.**, 18 I. C. C., 478.
- Lester & Ouachita Valley R R. Co. et al., Chicago Lumber & Coal Co. et al. v.**, 18 I. C. C., 609.
- Letter Carriers National Association v. Atchison, Topeka & Santa Fe Ry. Co. et al.**, 20 I. C. C., 6.
- Lewis v. Chicago, Rock Island & Pacific Ry. Co.**, 13 I. C. C., 138.
- Lewis, H. W., v. C., B. & Q. R. Co.**, 25 I. C. C., 97.
- Lewis & Co. v. H. & B. R. Co. (U. R. A-215)**, 27 I. C. C., 723.
- Lewis & 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.
- Lewis Bros. & K. Johnson Mercantile Co. v. A., T. & S. F. R. Co.**, 24 I. C. C., 714.
- Lewis Lumber Co. v. Union Pacific R. R. Co. (1336)**, 13 I. C. C., 683.
- Lewis Mfg. Co. v. C., B. & Q. R. Co. (5382)**, 27 I. C. C., 705.
- Lewis-Vidger-Loomis Co v. I. C. R. Co.**, 25 I. C. C., 710.
- Lewis-Vidger Co. v. S. P. Co.**, 26 I. C. C., 718.
- Liberty Mills v. L. & N. R. Co.**, 23 I. C. C., 182.
- Liebold, G. Co. v. Delaware, Lachawanna & Western R. R. Co. et al.**, 17 I. C. C., 503.
- Quoted*: Ky. Wagon Mfg. Co. v. I. C. R. R. Co., 18 I. C. C., 362.
- These cases are clearly distinguishable from that class of cases where a rate long in force is advanced, maintained at the higher figure for a short time, and then voluntarily reduced to the former basis, without satisfactory explanation of the advance. In this case the restoration of the old rate per 100 pounds was accompanied with an increase of the car load minimum which operates to give greater carload earnings than the \$1.10 rate applied to the former minimum.
- Followed*: Pabst Brewing Co. v. C., M. & St. P. Ry. Co., 19 I. C. C., 584.
- Rate on beer of \$1.10 per pounds 30,000 pounds minimum from Mississippi River and points east to San Francisco, Cal.
- Lighterage Charges at Chicago**, 28 I. C. C., 390.

Lill & Co. v. C., M. & St. P. R. Co. (U. R. A-258), 27 I. C. C., 729.

Lincoln Board of Trade v. Burlington & Mo. R. R. Co. in Nebraska, 2 I. C. C., 147.

Cited: Lincoln Board of Trade v. Missouri Pac. Ry. Co., 2 I. C. C., 157.
Same difference in rates on certain classes of merchandise from Chicago to Lincoln and to Omaha and from St. Louis to these cities.

Cited: N. Y. B'd of Tr'd & Tr'n et al. v. Penn. R. Co., 4 I. C. C., 520.
Commission will not enter an order where carrier has ceased the unlawful practice before commencement of proceedings or prior to a hearing on the complaint.

Lincoln Board of Trade v. Missouri Pacific Ry. Co., 2 I. C. C., 155.

Cited: Lehman, Higginson & Co. v. Sou. Pac. Co., 4 I. C. C., 29.
Some slight differences in the immense complication of localities and of roads are inevitable, and if these differences are substantially reasonable there is no unjust discrimination.

Cited: Daniels v. Chic., R. I. & P. R. Co., 6 I. C. C., 481.
Cited: Lincoln Com. Club v. C., R. I. & P. Ry. Co., 13 I. C. C., 320.
Distance by short line is an important circumstance to be considered in determining the propriety of rates by longer competing routes.

Cited: Rates on Bananas from Gulf Ports, 30 I. C. C., 519.
For a number of years the differential, Lincoln over Omaha, on business from eastern points has been 5 cents on classes 1 and 2, 4 cents on classes 3 and 4, and 3 cents upon the remaining classes. This adjustment from eastern points as well as St. Louis was approved in cited case.

Lincoln Board of Trade v. Union Pacific Ry. Co., 3 I. C. C., 221.

Cited: N. Y. B'd of Tr'd & Tr'n et al. v. Penn. R. Co., 4 I. C. C., 520.
Commission will not make an order where practice complained of as unlawful has been abandoned by the carrier.

Lincoln Commercial Club v. Chicago, Burlington & Quincy R. R. Co. et al., 20 I. C. C., 657.

Lincoln Commercial Club v. Chicago, Rock Island & Pacific Ry. Co., 13 I. C. C., 319.

Cited: Ft. Dodge Com. Club v. I. C. R. R. Co., 16 I. C. C., 582.
The per ton mile rate on coal of 5 mills on 375-mile haul held not a high rate.

Cited: Commercial Club of Omaha v. A. & S. R. Ry. Co., 18 I. C. C., 534.

Cited: La. Cen. Lumber Co. v. C., B. & I. R. R. Co., 19 I. C. C., 334.

Cited: Com. Club of Omaha v. A. & S. Ry. Co., 19 I. C. C., 419.

Cited: Traffic Bu. Sioux City v. A. & S. R. R. Co., 24 I. C. C., 178.

Cited: Com. Club of Omaha v. A. & S. R. Ry. Co., 27 I. C. C., 305.

Rate on lumber from southern producing section to Lincoln should not exceed rate to Omaha.

Quoted: Fremont Com. Club v. C., B. & I. R. R. Co., 21 I. C. C., 79.

Differential on coal Lincoln over Omaha.

Cited: Rates of Bananas from Gulf Ports, 30 I. C. C., 519.

In cited case the differentials, Lincoln over Omaha, were under consideration on ten commodities from points in Kansas and territory and west of the Mississippi River. The question of the relative adjustment from New Orleans to Lincoln and Omaha has never been heretofore passed on.

Lincoln Creamery v. Union Pacific Ry. Co., 5 I. C. C., 156.

Quoted: Dallas Frt. Bu. v. Mo., Kan. & T. Ry. Co., 12 I. C. C., 433.

Cited: Rhinelander Paper Co. v. U. P. Ry. Co. et al., 13 I. C. C., 635.

"Comparison with rates in other localities where different and modifying circumstances are found is not enough to establish the unreasonableness of the rate assailed.

Lincoln-Springfield Coal Co. v. Chicago, Milwaukee & St. Paul Ry. Co. (1752), 15 I. C. C., 638.

Lindauer Pulp & Manufacturing Co. v. Duluth, Rainy Lake & Winnipeg Ry. Co. et al., 19 I. C. C., 614.

Lindholm, F. H. & Sons v. Chicago, Milwaukee & St. Paul Ry. Co. et al., 18 I. C. C., 625.

Lindsay & Co. v. G. N. R. Co., 25 I. C. C., 424.

Lindsay & Co., Ltd., v. C., M. & St. P. R. Co. (U. R. A-219), 27 I. C. C., 724.

Lindsay Bros. v. Baltimore & Ohio Southwestern R. R. Co. et al., 16 I. C. C., 6.

Cited: Windsor Turned Goods Co. v. C. & O. Ry. Co., 18 I. C. C., 164.

A through joint rate which exceeds the sum of the locals between the same points will be deemed prima facie unreasonable.

Quoted: Harbor City Wholesale Co. v. S. P. Co., 19 I. C. C., 329.

Quoted: Audley Hill & Co. v. So. Ry. Co., 20 I. C. C., 226.

Cited: Cohen & Co. v. Mallory Steamship Co., 23 I. C. C., 376.

It is the privilege of a carrier, in its own interest, to meet water competition, but it is not the privilege of a shipper to demand less than normal rates because of the existence of a competition which the carrier in its own behalf does not choose to meet.

- Lindsay Bros. v. C. & N. W. R. Co.**, 26 I. C. C., 329.
- Lindsay Bros. v. C., B. & Q. R. Co.** (U. R. A-230), 27 I. C. C., 725.
- Lindsay Bros. v. Grand Rapids & Indiana Ry. Co.**, 15 I. C. C., 182.
- Lindsay Bros. v. Grand Rapids & Indiana Ry. Co. et al.**, 16 I. C. C., 441.
- Lindsay Bros. v. G. R. & I. R. Co.**, 22 I. C. C., 666.
- Lindsay Bros. v. G. R. & I. Ry. Co.** (U. R. A-326), 28 I. C. C., 731.
- Lindsay Bros. v. Great Northern Ry. Co. et al.**, 21 I. C. C., 668.
- Lindsay Bros. v. Lake Shore & Michigan Southern Ry. Co.**, 15 I. C. C., 284.
- Lindsay Bros. v. L. S. & M. S. R. Co.**, 22 I. C. C., 516.
- Lindsay Bros. v. Michigan Central R. R. Co.**, 15 I. C. C., 40.
- Lindsay Bros. & Co. v. N. P. R. Co.**, 24 I. C. C., 709.
- Lindsay Bros. v. P. M. R. Co.**, 25 I. C. C., 368.
- Linger, Thomas C, v. C., C., C. & St. L. R. Co.**, 26 I. C. C., 720.
- Lininger Implement Co. v. Chicago & Northwestern Ry. Co. et al.**, 21 I. C. C., 677.
- Link-Belt Co. v. Chicago & Northwestern Ry. Co. et al.**, 16 I. C. C., 566.
- Lippman, L. & Co. v. Illinois R. R. Co.**, 2 I. C. C., 584.
- Cited: Ch., R. I. & Pac. Ry. Co. v. Ch. & Alt. R. Co.*, 3 I. C. C., 462.
- Cited: Export and Domestic Rates*, 8 I. C. C., 259.
- Carriers have a right to agree upon through rates which shall be different from and lower than the sum of the locals.
- Lipe v. St. L., I. M. & S. Ry. Co.** (U. R. A-562), 30 I. C. C., 719.
- Listman Mill Co. v. Chicago, Milwaukee & St. Paul Ry. Co.**, 8 I. C. C., 47.
- Litchfield & Madison Ry. Co., United States of America v.** (U. S. Dist. Ct.), 11 I. C. C., 698.
- Littell, T. B., v. St. Louis Southwestern Ry. Co. et al.**, 18 I. C. C., 187.
- Little Lumber Co. v. D. & R. G. R. R. Co.** (5883), 29 I. C. C., 712.

Little Rock & Memphis R. R. Co., East Tennessee, Va. & Georgia R. R. Co. v., 3 I. C. C., 1.

Cited and followed: Bennett D. Mattingly v. The Penn. Co., 3 I. C. C., 611.

Cited: Ind. R. Ass'n's Tit've and Oil City v. W. N. Y. & P. R. Co., 5 I. C. C., 458.

Quoted: N. Y., N. H. & H. R. Co. v. Platte, 7 I. C. C., 334-350.

The authority to order a through rate was not conferred on the Commission by the act.

Cited: Lehman, Higginson & Co., v. Sou. Pac. Co., 4 I. C. C., 17.

Cited: W. S. King & Co. v. N. Y., N. H. & H. R. Co., 4 I. C. C., 262.

Cited: S. C. Capehart & J. Smith v. L. & N. R. Co., 4 I. C. C., 265 and 271.

Distinguished: N. Y. & N. Ry. Co. v. N. Y. & N. E. R. Co., 4 I. C. C., 716 and 726.

This case (3 I. C. C., 1) did not involve the question of equal facilities or discrimination in rates and charges to points on petitioner's own line, but called for a decision upon the question of the right of a carrier to divert from a competitor traffic originating at and destined to points beyond its own line, thus in effect substituting petitioner's line for that of its competitor. In deciding this case in the negative, there was some discussion of the general purpose of the act, and some comparison of the provision with that of the English statute, but the decision did not go beyond the point stated.

Quoted: N. Y. & N. Ry. Co. v. N. Y. & N. E. R. Co., 4 I. C. C., 727.

Quoted: N. Y., N. H. & H. R. Co. v. Platt, 7 I. C. C., 348.

"The Commission believes that it was the intention of Congress in the third section to substantially re-enact the requirements of the English statute."

Little Rock Chamber of Commerce v. St. L., I. M. & S. R. Co., 25 I. C. C., 709.

Little Rock Chamber of Commerce v. St. L., I. M. & S. R. Co., 26 I. C. C., 341.

Cited: Merchants' Frt. Bu. v. A., T. & S. F. Ry. Co., 26 I. C. C., 543.

The record in cited case stipulated into record here. The average loading of cement is about 21 tons per car.

Little Rock Cotton Oil Mill v. St. Louis, Iron Mountain & Southern Ry. Co. et al., 21 I. C. C., 668.

Little Rock Merchants Freight Bureau v. A., T. & S. F. R. Co., 26 I. C. C., 543.

- Little Rock Merchants Freight Bureau for the Southern Cotton Oil Co. v. F. S. & W. R. R. Co.** (5911), 28 I. C. C., 712.
- Little Rock, Ark., Merchants' Freight Bureau v. St. Louis, Iron Mountain & Southern Ry. Co. et al.**, 18 I. C. C., 609.
- Little Rock Merchants Freight Bureau v. St. L., I. M. & S. R. Co.**, 26 I. C. C., 708.
- Little Rock Merchants Freight Bureau for Mt. Olive Stave Co. v. St. L., I. M. & S. Ry. Co.** (5935), 28 I. C. C., 720.
- Little Rock, Ark., Merchants Freight Bureau v. W. C. F. & N. R. Co.**, 27 I. C. C., 111.
- Liverpool Salt & Coal Co. et al. v. Baltimore & Ohio R. R. Co. et al.**, 18 I. C. C., 51.
- Live Stock Exchange of South Omaha v. Chicago, Rock Island & Pacific Ry. Co. et al.**, 18 I. C. C., 614.
- Live Stock, Packing House Products & Fresh Meats**, 28 I. C. C., 332.
- Local Commercial Telephone Service on Pittsburg, Pa.**, 27 I. C. C., 622.
- Loch Lynn Construction Co. v. Baltimore & Ohio R. R. Co.**, 17 I. C. C., 396.
- Loeb, Herman, v. T. & P. R. Co.**, 24 I. C. C., 304.
- Loftus, George S., v. Pullman Co. et al.**, 18 I. C. C., 135.

Carriers ordered to reduce their charges for the use of berths in sleeping cars between St. Paul, Minn., and other points on the ground that the existing charges are unreasonable.

Pullman Co. v. Interstate Commerce Commission.

Not reported. July 8, 1910.

C. C. N. D. Ill.

Temporary injunction granted.

Pullman Co. v. Interstate Commerce Commission.

Great Northern Ry. Co. v. Interstate Commerce Commission.

Not reported. May 23, 1911.

C. C. N. D. Ill., E. D.

Dismissed on motion of plaintiffs.

Loftus v. Pullman Co., 19 I. C. C., 102.

Rehearing granted.

Loftus v. Pullman Co., 20 I. C. C., 21.

Upon rehearing, former order modified.

Cited: Oklahoma v. Pullman Co., 20 I. C. C., 26.
The record in former case stipulated into this case.

Loftus, George S., v. Pullman Co. et al., 19 I. C. C., 102.

Loftus, George S., v. Pullman Co. et al., 20 I. C. C., 21.

Logan, T. M. C., v. Chicago & Northwestern Ry. Co., 2 I. C. C., 604.

Cited: James & Abbott v. C. P. Ry. Co., 5 I. C. C., 628.

Quoted: Freight Bureau v. Cinn., N. O. & T. P. R. Co., 6 I. C. C., 236.

Cited: Johnston-Larimer Dry Goods Co. v. A., T. & S. F. R. Co., 6 I. C. C., 586.

A departure from equal mileage rates on different branches or divisions of a road is not conclusive that such rates are unlawful, but the burden is on the company making such departure to show its rates to be reasonable when disputed.

Logan Concrete & Engineering Co. v. G. S. & F. Ry. Co. (U. R. A-624), 30 I. C. C., 726.

Logan Coal Co. v. Pennsylvania R. R. Co., 20 I. C. C., 653.

Logan Coal Co. v. Pennsylvania R. R. Co. et al., 20 I. C. C., 655.

Log Rates to Chattanooga, Tenn., 30 I. C. C., 36.

Log Rates Between Minnesota & Superior, Wis., 29 I. C. C., 420.

See *In re Advance, Duluth, Minn., Log Rates.*

Logsdon, Ashbury Smith, v. I. C. R. Co., 24 I. C. C., 624.

Lombard Brick & Tile Co. v. C. & N. W. Ry. Co., 30 I. C. C., 84.

Lone Star Brewing Co. v. B. & O. S. W. R. Co., 26 I. C. C., 712.

Lone Star Brewing Co. v. St. L., I. M. & S. Ry. Co. (U. R. A-531), 29 I. C. C., 734.

Long & Co. v. International Ry. Co., 14 I. C. C., 116.

Long & Co. v. St. L. & S. F. R. R. Co. (U. R. A-486), 29 I. C. C., 728.

Long Island R. R. Co., Benisch Bros. v., 25 I. C. C., 439.

Long Island R. R. Co., Corporation of the Cathedral of the Incarnation v., 25 I. C. C., 399.

Long Island R. R. Co., Metropolis Lumber Co. v. (U. R. A-414), 29 I. C. C., 719.

Long Island R. R. Co., Wholesale Produce Dealers Assn. of Brooklyn v., 26 I. C. C., 413.

Lord & Bushnell Co. v. M. C. R. Co., 22 I. C. C., 463.

Loretz & Kepley v. Texas & Pacific Ry. Co. et al., 17 I. C. C., 491.

Lorillard Co. v. P. R. R. Co. (U. R. A-556), 30 I. C. C., 718.

Lorleburg, H. Co. v. New York, Chicago & St. Louis R. R. Co. et al., 18 I. C. C., 183.

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

See *Associated Jobbers of Los Angeles v. A., T. & S. F. Ry. Co.*

Loud, P. H., Jr., v. S. C. Ry. Co., 5 I. C. C., 529.

Cited: *B'd of Tr'd of Troy, Ala., v. Ala. Mid. Ry. Co.*, 6 I. C. C., 9.

The question whether property in the possession of a receiver can be made subject to an order of reparation issued by Commission would arise on proceedings in the courts for the enforcement of such order.

Cited: *Blanton Duncan v. A., T. & S. F. Co.*, 6 I. C. C., 92.

The remedy of a party for injury to goods shipped resulting from delay in transit, detention, loss, breakage, rotting or other deterioration or damage not attributable to a violation of any provision of the act. is by proper action in the courts.

Cited: *Cattle Raisers' Asso. v. Ft. Worth & D. C. R. Co.*, 7 I. C. C., 555.

Each case seems to depend upon its own equities.

Cited: *B'd of R. Com. v. Florence R. Co.*, 8 I. C. C., 7, 14, 15, 19.

Rate on melons to certain points held reasonable, the evidence failing to show actual or estimated cost of production and carriers after proceedings were begun voluntarily lowered the rate. Melons require increased facilities for their transportation and where this is shown a higher rate is justified.

Louisiana & Arkansas Ry. Co. et al., Advance Lumber Co. et al. v., 16 I. C. C., 335.

Louisiana & Arkansas Ry. Co. et al., Edwards, E. L., v., 16 I. C. C., 335.

Louisiana & Arkansas Ry. Co. et al., Edwards, E. L., v., 19 I. C. C., 602.

Louisiana & Arkansas Ry. Co., Ferguson Lumber Co. v., 23 I. C. C., 717.

Louisiana & Arkansas R. R. Co., Mayor & City Council of Wichita, Ka., v., 9 I. C. C., 569.

Louisiana & Arkansas Ry. Co., Milne Lumber Co. v., 23 I. C. C., 714.

- Louisiana & North West R. R. Co., Martin Stave Co. v.**, 24 I. C. C., 715.
- Louisiana & Northwestern R. R. Co., Mayor & City Council of Wichita, Ks., v.**, 9 I. C. C., 569.
- Louisiana & Pacific Ry. Co., Calcasieu Log Leaf Lumber Co. v.**, 24 I. C. C., 725.
- Louisiana & Pacific Ry. Co., Calcasieu Long Leaf Lumber Co. v.** (U. R. A-455), 29 I. C. C., 724.
- Louisiana & Pacific Ry. Co., Hudson River Lumber Co. v.**, 24 I. C. C., 726.
- Louisiana & Pacific Ry. Co., Hudson River Lumber Co. v.** (U. R. A-455), 29 I. C. C., 724.
- Louisiana & Pacific Ry. Co., King-Ryder Lumber Co. v.**, 24 I. C. C., 726.
- Louisiana & Pacific Ry. Co., King-Ryder Lumber Co. v.** (U. R. A-455), 29 I. C. C., 724.
- Louisiana Central Lumber Co. et al. v. Chicago, Burlington & Quincy R. R. Co. et al.**, 19 I. C. C., 333.
- Louisiana R. R. Commission v. St. L. S. W. R. Co.**, 23 I. C. C., 31.
- See R. R. Com. of La. v. St. L. S. W. Ry. Co.
- Louisiana R. R. Commission v. T. & P. Ry. Co.** (U. R. A-311), 28 I. C. C., 729.
- Louisiana Ry. & Navigation Co. et al., American Lumber & Manufacturing Co. v.**, 21 I. C. C., 684.
- Louisiana Ry. & Navigation Co. et al., Beekman Lumber Co. v.**, 19 I. C. C., 343.
- Louisiana Ry. & Navigation Co. et al., Beekman Lumber Co. v.**, 21 I. C. C., 280.
- Louisiana Ry. & Nav. Co., Beekman Lumber Co. v.**, 25 I. C. C., 171.
- Louisiana Ry. & Nav. Co., Brown-Roberts Hardware & Supply Co. v.** (U. R. A-623), 30 I. C. C., 726.
- Louisiana Ry. & Nav. Co., Chicago Lumber & Coal Co. v.**, 24 I. C. C., 721.
- Louisiana Ry. & Navigation Co. et al., Clover Leaf Lumber Co. v.**, 20 I. C. C., 666.
- Louisiana Ry. & Nav. Co., Gudenrath Lumber Co. v.**, 26 I. C. C., 719.
- Louisiana Ry. & Nav. Co., In re Transportation of Sugar by v.**, 22 I. C. C., 558.

- Louisiana Ry. & Navigation Co. et al., Louisiana Saw Mill Co. v., 21 I. C. C., 678.
- Louisiana Ry. & Navigation Co. et al., Louisiana Saw Mill Co. v., 21 I. C. C., 686.
- Louisiana Ry. & Nav. Co., Neilson Co., Ltd., v., 23 I. C. C., 254.
- Louisiana Ry. & Nav. Co., Ruddock Orleans Cypress Co. v. (U. R. A-634), 30 I. C. C., 728.
- Louisiana Ry. & Navigation Co. et al., Sabine Lumber Co. v., 19 I. C. C., 617.
- Louisiana Ry. & Nav. Co., Southern Lumber Co. v. (U. R. A-566), 30 I. C. C., 719.
- Louisiana Ry. & Nav. Co., Vehicle Supply Co. (U. R. A-252), 27 I. C. C., 728.
- Louisiana Ry. Co., Ferguson Lumber Co. v., 24 I. C. C., 710.
- Louisiana Saw Mill Co. v. Louisiana Ry. & Navigation Co. et al., 21 I. C. C., 678.
- Louisiana Saw Mill Co. v. Louisiana Ry. & Navigation Co. et al., 21 I. C. C., 686.
- Louisiana Western R. R. Co. et al., De Barry, Fred'k & Co. v., 18 I. C. C., 527.
- Louisiana Western R. R. Co., Robinson & Co. v., 23 I. C. C., 719.
- Louisville & Nashville R. R. Co., Alabama Lumber & Export Co. v., 23 I. C. C., 84.
- Louisville & Nashville R. R. Co., Acme Cement Plaster Co. (1432), 14 I. C. C., 637.
- Louisville & Nashville R. R. Co., American Naval Stores Co. v. (U. R. A-285), 28 I. C. C., 725.
- Louisville & Nashville R. R. Co., American Sumatra Tobacco Co. v., 26 I. C. C., 717.
- Louisville & Nashville R. R. Co., American Agricultural Chemical Co. v., 22 I. C. C., 660.
- Louisville & Nashville R. R. Co. et al., American Manufacturing Co. v., 21 I. C. C., 483.
- Louisville & Nashville R. R. Co., Appalachia Lumber Co. v., 25 I. C. C., 193.
- See Appalachia Lumber Co. v. L. & N. R. R. Co.
- Louisville & Nashville R. R. Co., Bagdad Land & Lumber Co. v. (U. R. A-182), 27 I. C. C., 718.

Louisville & Nashville R. R. Co., Bagdad Land & Lumber Co. v. (U. R. A-320), 28 I. C. C., 730.

Louisville & Nashville R. R. Co. et al., Baird, A. E. Lumber Co. et al. v., 17 I. C. C., 603.

Louisville & Nashville R. R. Co., Baird Lumber Co. v., 22 I. C. C., 673.

Louisville & Nashville R. R. Co., Barber v., 26 I. C. C., 719.

Louisville & Nashville R. R. Co., Barrett Manufacturing Co. v., 15 I. C. C., 196.

Louisville & Nashville R. R. Co., H. W. Behlmer v., 6 I. C. C., 257.

Louisville & Nashville 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.*

Louisville & Nashville R. R. Co., Blanton Duncan v., 6 I. C. C., 85.

See *Duncan v. Atchison, Topeka & Santa Fe Ry. Co.*

Louisville & Nashville R. R. Co., Block, A. S. & Co. v., 18 I. C. C., 372.

Louisville & Nashville R. R. Co., Blue Grass Lumber Co. v., 26 I. C. C., 438.

Louisville & Nashville R. R. Co., Blue Lick Springs Co. v., 16 I. C. C., 608.

Louisville & Nashville 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.*

Louisville & Nashville R. R. Co., Boeckeler Lumber Co. v., 25 I. C. C., 714.

Louisville & Nashville R. R. Co., Bond Bros. v., 23 I. C. C., 715.

Louisville & Nashville R. R. Co., Bowles & McCandless v., 19 I. C. C., 563.

Louisville & Nashville R. R. Co., Bowling Green Business Men's Protective Asso. v., 24 I. C. C., 228.

.. See *Bowling Green Business Men's, etc., v. L. & N. R. R. Co.*

Louisville & Nashville R. R. Co. et al., Boyd, Count R., v., 17 I. C. C., 603.

Louisville & Nashville R. R. Co., Brewer & Hanleiter v., 7 I. C. C., 224.

See *Brewer & Hanleiter v. Louisville & Nashville R. R. Co.*

Louisville & Nashville R. R. Co., Buffalo Fertilizer Co. v., 23 I. C. C., 716.

Louisville & Nashville R. R. Co., Calloway, Fuller E., v., 7 I. C. C., 431.

See Calloway v. Louisville & Nashville R. R. Co.

Louisville & Nashville R. R. Co., Calloway v. (431), 12 I. C. C., 581.

Louisville & Nashville R. R. Co., Campbell Coal Co. v. (U. R. A-604), 30 I. C. C., 724.

Louisville & Nashville R. R. Co., Campbell Lumber Co. v. (990), 12 I. C. C., 587.

Louisville & Nashville R. R. Co., S. C. Capehart v., 4 I. C. C., 265.

See Capehart v. Lou. & Nash. R. R. Co.

Louisville & Nashville R. R. Co., Carpenter-Cook Co. v., 22 I. C. C., 673.

Louisville & Nashville Ry. Co., Central Commercial Club v., 27 I. C. C., 114.

See Central Com. Club v. L. & N. R. R. Co.

Louisville & Nashville R. R. Co. et al., Central Commercial Co. v., 21 I. C. C., 681.

Louisville & Nashville R. R. Co. et al., Central Phosphate Co. v., 21 I. C. C., 681.

Louisville & Nashville R. R. Co., Central Yellow Pine Asso. v., 10 I. C. C., 505.

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

Louisville & Nashville R. R. Co., Chamber of Commerce of Chattanooga v., 10 I. C. C., 111.

See Chamber of Commerce of Chattanooga v. Southern Ry. Co.

Louisville & Nashville R. R. Co., Chappelle, Pat, v., 19 I. C. C., 56, 456.

Louisville & Nashville R. R. Co., Charlotte Shippers' Asso. v., 11 I. C. C., 108.

See Charlotte Shippers' Asso. v. S. Ry. Co.

Louisville & Nashville R. R. Co. et al., Chatfield Manufacturing Co. v., 18 I. C. C., 385.

Louisville & Nashville R. R. Co., Chattanooga Sewer Pipe & Fire Brick Co. v., 26 I. C. C., 708.

Louisville & Nashville R. R. Co. et al., Chesnutt Lumber Co. v., 21 I. C. C., 664.

Louisville & Nashville R. R. Co. et al., Chesnutt Lumber Co. v., 21 I. C. C., 680.

Louisville & Nashville R. R. Co., Chesnutt Lumber Co. v. (4793), 27 I. C. C., 703.

Louisville & Nashville R. R. Co., Chicago Car Lumber Co. v., 19 I. C. C., 438.

Louisville & Nashville R. R. Co., Chicago Freight Bureau v., 6 I. C. C., 195.

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

Louisville & Nashville R. R. Co., Cinn. 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.*

Louisville & Nashville R. R. Co., Citico Furnace Co. v., 24 I. C. C., 710.

Louisville & Nashville R. R. Co., Cohn & Goldberg v., 17 I. C. C., 604.

Louisville & Nashville R. R. Co. et al., Columbia Grocery Co. v., 18 I. C. C., 502.

See *Columbia Grocery Co. v. L. & N. R. R. Co.*

Louisville & Nashville R. R. Co., Commercial & Industrial Asso. of Union Springs, Ala., v., 12 I. C. C., 372.

Louisville & Nashville R. R. Co., Conifer Lumber Co. v., 25 I. C. C., 272.

Louisville & Nashville R. R. Co., Continental Iron & Steel Co. v., 22 I. C. C., 281.

Louisville & Nashville R. R. Co. et al., Copper Queen Consolidated Mining Co. v., 20 I. C. C., 662.

Louisville & Nashville R. R. Co., Cordele Machine Shop v., 6 I. C. C., 361.

See *Cordele Machine Shop v. Louisville & Nashville R. R. Co.*

Louisville & Nashville R. R. Co., Crutchfield & Woolfolk v., 14 I. C. C., 558.

See *Crutchfield & Woolfolk v. L. & N. R. R. Co.*

Louisville & Nashville R. R. Co. et al., Crutchfield & Woolfolk v., 17 I. C. C., 302.

See *Crutchfield & Woolfolk v. L. & N. R. R. Co.*

- Louisville & Nashville R. R. Co., Davidson Bros. v.**, 25 I. C. C., 103.
- Louisville & Nashville R. R. Co. et al., Davies, Alfred Owen, v.**, 18 I. C. C., 540.
- See *Davies v. L. & N. R. R. Co.*
- Louisville & Nashville R. R. Co., Dayton Receivers' & Shippers' Asso. v.** (1027), 12 I. C. C., 587.
- Louisville & Nashville R. R. Co., Dewey Bros. v.**, 26 I. C. C., 723.
- Louisville & Nashville R. R. Co., Dewey Bros. Co. v.** (U. R. A-102), 27 I. C. C., 707.
- Louisville & Nashville R. R. Co., Dobbs, E. P., v.**, 18 I. C. C., 210.
- Louisville & Nashville R. R. Co. et al., Dreyfus Bros. v.**, 17 I. C. C., 624.
- Louisville & Nashville R. R. Co. et al., Dreyfus Bros. v.**, 20 I. C. C., 662.
- Louisville & Nashville R. R. Co., Durham Coal & Iron Co. v.** (U. R. A-659), 30 I. C. C., 731.
- Louisville & Nashville R. R. Co., Edgar & Son v.**, 26 I. C. C., 181.
- See *Edgar & Son v. L. & N. R. R. Co.*
- Louisville & Nashville R. R. Co., Enaree Mfg. Co. v.**, 27 I. C. C., 661.
- Louisville & Nashville R. R. Co., Farmers Warehouse Co. v.**, 12 I. C. C., 457, 520.
- See *Farmers Warehouse Co. v. L. & N. R. R. Co.*
- Louisville & Nashville R. R. Co., J. K. Farrar v.**, 11 I. C. C., 632.
- Louisville & Nashville R. R. Co., Federal Chemical Co. v.**, 26 I. C. C., 377.
- Louisville & Nashville R. R. Co. et al., Fitzsimmons-Palmer Co. v.**, 20 I. C. C., 664.
- Louisville & Nashville R. R. Co. et al., Fleisher, S. V. & B. W., Inc., v.**, 20 I. C. C., 664.
- Louisville & Nashville R. R. Co. et al., Florence Wagon Works v.**, 18 I. C. C., 614.
- Louisville & Nashville 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.*

Louisville & Nashville R. R. Co., Freight Bureau of the Cincinnati Chamber of Commerce v., 7 I. C. C., 180.

See *Freight Bureau of Cinn. Chamber of Com. v. Cinn., New Orleans & Texas Pacific Ry. Co.*

Louisville & Nashville R. R. Co., Freight Bureau of Merchants & Mfrs. Asso. of Birmingham v. (U. R. A-680), 30 I. C. C., 734.

Louisville & Nashville R. R. Co., French Broad Mfg. Co. v., 23 I. C. C., 717.

Louisville & Nashville R. R. Co., Gerke Brewing Co. v., 5 I. C. S., 596.

See *Gerke Brewing Co. v. L. & N. R. R. Co.*

Louisville & Nashville R. R. Co., Gooch Lumber Co. v., 22 I. C. C., 672.

Louisville & Nashville R. R. Co. et al., Greer-Houghton Lumber Co. v., 20 I. C. C., 665.

Louisville & Nashville R. R. Co. et al., Haas, Albert, Lumber Co. v., 21 I. C. C., 664.

Louisville & Nashville R. R. Co., Hamilton & Brown v., 4 I. C. C., 686.

See *Hamilton & Brown v. Chattanooga, R. & C. R. R. Co.*

Louisville & Nashville R. R. Co., Hamm Co. v., 22 I. C. C., 659.

Louisville & Nashville R. R. Co., Hardy v., 22 I. C. C., 673.

Louisville & Nashville R. R. Co., Harmount v., 22 I. C. C., 673.

Louisville & Nashville R. R. Co., Harmount v., 24 I. C. C., 721.

Louisville & Nashville R. R. Co., Harvey, William H., v., 5 I. C. C., 153.

Louisville & Nashville R. R. Co., Hathway Lumber Co. v., 22 I. C. C., 673.

Louisville & Nashville R. R. Co., Henderson Elevator Co. v., 18 I. C. C., 538.

Louisville & Nashville R. R. Co., Hen-e-ta Bone Co. v. (5173), 28 I. C. C., 713.

Louisville & Nashville R. R. Co., S. J. Hill & Bro. v., 6 I. C. C., 343.

See *Hill, S. J. & Bro. v. Nashville, Chattanooga & St. Louis Ry. Co.*

Louisville & Nashville R. R. Co. et al., Holverscheid, Henry & Co. v., 18 I. C. C., 622.

Louisville & Nashville R. R. Co., Hunt v., 22 I. C. C., 672.

Louisville & Nashville R. R. Co., Hyman v. (U. R. A-589), 30 I. C. C., 722.

Louisville & Nashville R. R. Co., In re Petition of, 1 I. C. C., 31.

Cited and followed: J. H. & M. H. Martin v. So. Pac. Co., etc., 2 I. C. C., 23.

Cited: In re Tariffs and Classifications of H. & W. P. R. R. Co., 3 I. C. C., 25 and 63.

Cited: In re Chic., St. P. & Kansas City Ry. Co., 2 I. C. C., 255.

Cited: Lehman, Higginson & Co. v. Sou. Pac. Co., 4 I. C. C., 18.

Cited: George Rice v. At., Topeka & Santa Fe. R. Co., 4 I. C. C., 243.

Cited: W. S. King & Co. v. N. Y., N. H. & H. R. Co., 4 I. C. C., 261.

The fourth section applied; competition of carrier, over which Commission has no authority and with carriers by water might make conditions and circumstances dissimilar within meaning of section.

Cited: Imperial Coal Co., etc., v. Pitts. & L. E. R. R. Co., 2 I. C. C., 639.

Cited: Matter of Alleged Violations of the 4th Section, 7 I. C. C., 62, 63, 64.

It is not the intention of the act to regulate commerce to establish equal mileage rates; that they are not compulsory, nor always politic; that one effect of such rate would be to put an end to competition as a factor in making rates, and that it would work a revolution in the business of the country, which, though it might be beneficial in some instances, would be destructive in others.

Cited: Lehman, Higginson & Co. v. Sou. Pac. Co., 4 I. C. C., 21.

Cited: E. M. Raworth v. No. Pacific R. Co., 3 I. C. C., 249, 250.

The cost of operation and maintenance as well as fixed charges, must be apportioned upon the traffic as a whole, and the addition of a large volume of traffic upon which even a small proportion of these necessary expenses can be charged, inures to the benefit of the general traffic. So all intermediate points benefit by a large movement to a water point.

Cited: Lehman, Higginson & Co. v. Sou. Pac. Co., 4 I. C. C., 27.

The influence of water competition that forces low rates at the Missouri River is operative for some distance west of the river though in gradually diminishing vigor.

Cited: E. M. Raworth v. No. Pacific R. Co., 5 I. C. C., 240.

Cited: B'd of T'd of Troy, Ala., v. Ala. Mid. R. Co., 6 I. C. C., 15, 17.

In cases of complaints for violations of the fourth section of the act to regulate commerce the burden of proof is on the carrier to justify any departure from the general rule prescribed by the statute by showing that the circumstances and conditions attending the long and short hauls respectively are substantially dissimilar.

Cited: E. M. Raworth v. No. Pacific R. Co., 3 I. C. C., 249, 250.

Section 2 applies even where exceptional conditions are shown to exist which authorize the greater charge for the shorter haul. There must be no unjust preference between individuals, localities or commodities.

Cited: R. R. Com. of Geo. v. Clyde Steamship Co., 5 I. C. C., 371.
History of fourth section.

Quoted: R. R. Com. of Geo. v. Clyde Steamship Co., 5 I. C. C., 381.
On what does not constitute justification for violation of fourth section.

Modified: R. R. Com. of Geo. v. Clyde Steamship Co., 5 I. C. C., 328, 383, 384, 389, 397.

Cited: Matter of Alleged Violation of the 4th Sec., 7 I. C. C., 62, 63, 64.

Cited: Brewer & Hanleiter v. L. & N. R. Co., 7 I. C. C., 236.

Cited: Pecos Merc. Co. v. A., T. & S. F. Ry. Co., 13 I. C. C., 176.

Reaffirmed, except the ruling therein whereby carriers were permitted to judge for themselves in the first instance of what constitutes "rare and peculiar cases of competition between railroads which are subject to the statute, when a strict application of the general rule of the statute would be destructive of legitimate competition," which is hereby overruled.

Quoted: Hill & Bro. v. Nash., C. & St. L. R. Co., 6 I. C. C., 355.

Quoted: Cordele Mch. Shop v. L. & N. R. Co., 6 I. C. C., 373.

Cited: B'd of Trade v. Nash., C. & St. L. Ry. Co., 8 I. C. C., 521.

"The pre-eminence of trade centers in the territory reached by the petitioner's road is peculiar and has probably been increased by the concessions in rates which the railroads have made to them, while making lean concessions or none at all to less important stations. This condition of affairs tends to perpetuate itself, and the disparity of rates as between competitive and non-competitive points, the former being trade centers, must have had some influence to increase steadily the disparity in growth and prosperity.

Quoted: Glade Coal Co. v. B. & O. R. Co., 10 I. C. C., 250.

"It may be neither unreasonable nor unjust to accept the lower rates for the long haul traffic in some cases on grounds stated further on; but it will not be because of any such inherent difference between long and short haul traffic as can make the latter chargeable with heavier burdens. It is obvious that the statute intends that the greater charge for the shorter haul shall only be made in cases which on the facts are exceptional; and when the carrier shows the general fact that the local traffic is most expensive, he thereby proves, not the

exception, but the rule. To establish the exception, it would be necessary to go further and make proof that in the case of the particular traffic the difference in cost would be exceptionally great."

Quoted: Wright Wire Co. v. P. & L. E. R. R. Co., 21 I. C. C., 65.

When the greater charge for the shorter haul over the same line in the same direction is spoken of, the natural suggestion to the mind is of a line leading with some directness to the place to which the traffic is destined; and there seems to be in such greater charge a manifest unfairness, since it deprives the place of shipment nearest the destination of its proper advantage of situation. But in the case stated the position is the opposite to this; the greater charge for the shorter haul preserves the proper advantage of situation, and has in itself no element of injustice to localities. It is the situation which forces upon the road an unequal charge, which is, nevertheless unfair.

Cited: City of Spokane v. N. P. Ry. Co., 21 I. C. C., 405.

The Commission found originally that carriers must determine for themselves in the first instance whether the necessary dissimilarity existed to take the case out of the operation of the fourth section. This finding was later reversed as far as permitting the carriers to be the judges of dissimilarity in the first instance holding that application must be made to the Commission.

Louisville & Nashville R. R. Co., International Agricultural Corporation v.,
22 I. C. C., 488.

See International Agricultural Corporation v. L. & N. R. R. Co.

Louisville & Nashville R. R. Co., International Agricultural Corporation v.,
29 I. C. C., 391.

Louisville & Nashville R. R. Co., Jackson Lumber Co. v. (U. R. A-148),
27 I. C. C., 713.

Louisville & Nashville R. R. Co., Jackson Lumber Co. v. (U. R. A-154),
27 I. C. C., 714.

Louisville & Nashville R. R. Co., Jackson Lumber Co. v. (U. R. A-220),
27 I. C. C., 724.

Louisville & Nashville R. R. Co. et al., Jefferson Lumber Co. v., 17 I. C.
C., 603.

Louisville & Nashville R. R. Co. et al., N. Johnston, T. H. & Co. v., 20 I.
C. C., 665.

Louisville & Nashville R. R. Co., Johnson & Son v., 24 I. C. C., 719.

Louisville & Nashville R. R. Co., Johnson & Son v. (U. R. A-576), 30 I. C. C., 720.

Louisville & Nashville R. R. Co., T. M. Kehoe & Co. v., 11 I. C. C., 172.

Louisville & Nashville R. R. Co., Kentucky & Indiana Bridge Co. v., 2 I. C. C., 162.

See **Kentucky & Indiana Bridge Co. v. L. & N. R. R. Co.**

Louisville & Nashville R. R. Co., Kentucky Distilleries & Warehouse Co. v. (4243), 27 I. C. C., 703.

Louisville & Nashville R. R. Co., Kessler & Co. v., 25 I. C. C., 397.

Louisville & Nashville R. R. Co., Kleibacker v., 22 I. C. C., 420.

Louisville & Nashville R. R. Co., Koch Secret Service v., 13 I. C. C., 523.

Louisville & Nashville R. R. Co., Lebanon Commercial Club v., 25 I. C. C., 277.

See **Lebanon Commercial Club v. L. & N. R. R. Co.**

Louisville & Nashville R. R. Co., Lebanon Commercial Club v., 28 I. C. C., 301.

Louisville & Nashville R. R. Co., Liberty Mills v., 23 I. C. C., 182.

Louisville & Nashville R. R. Co., Louisville Cement Co. v. (U. R. A-333), 28 I. C. C., 732.

See **Louisville Cement Co. v. L. & N. R. R. Co.**

Louisville & Nashville R. R. Co., Louisville Cottonseed Products Co. v., 26 I. C. C., 607.

Louisville & Nashville R. R. Co. et al., Lovelace Lumber Co. v., 21 I. C. C., 585.

Louisville & Nashville R. R. Co., Lucas & Co. v. (877), 12 I. C. C., 584.

Louisville & Nashville R. R. Co., Lucas, J. R. & Co. v., 19 I. C. C., 533.

See **St. Louis Hay & Grain Co. v. M. & O. R. R. Co.**

Louisville & Nashville R. R. Co., McClung & Co. v., 23 I. C. C., 414.

Louisville & Nashville R. R. Co., McCullough v., 25 I. C. C., 48.

Louisville & Nashville R. R. Co., McLean Lumber Co. v., 22 I. C. C., 349.

See **McLean Lumber Co. v. L. & N. R. R. Co.**

- Louisville & Nashville R. R. Co., Major v.**, 26 I. C. C., 438.
- Louisville & Nashville R. R. Co., Manufacturers' Club of Terre Haute v.**,
12 I. C. C., 156.
- Louisville & Nashville R. R. Co., S. Marten v.**, 9 I. C. C., 581.
See Marten v. Louisville & Nashville R. R. Co.
- Louisville & Nashville R. R. Co., Masters Lumber Co. v.**, 22 I. C. C., 662.
- Louisville & Nashville R. R. Co., Mayor & City Council of Tifton, Ga., v.**,
9 I. C. C., 160.
See Mayor & Council of Tifton, Ga., v. L. & N. R. R. Co.
- Louisville & Nashville R. R. Co., Memphis Freight Bureau v.**, 26 I. C.
C., 402.
See Memphis Freight Bureau v. L. & N. R. R. Co.
- Louisville & Nashville R. R. Co., Meridian Fertilizer Factory v.**, 30 I. C.
C., 494.
- Louisville & Nashville R. R. Co., Middlesboro, Ky., Board of Trade v.**,
27 I. C. C., 14.
- Louisville & Nashville R. R. Co., Montgomery Freight Bureau v.**, 16 I. C.
C., 603.
- Louisville & Nashville R. R. Co. et al., Montgomery Freight Bureau v.**,
17 I. C. C., 521.
See Montgomery Freight Bureau v. L. & N. R. R. Co.
- Louisville & Nashville R. R. Co. et al., Montgomery Freight Bureau v.**,
17 I. C. C., 603.
- Louisville & Nashville R. R. Co., Mount Pleasant Fertilizer Co. v. (U. R.
A-579),** 30 I. C. C., 721.
- Louisville & Nashville R. R. Co., Nashville Tie Co. v.**, 24 I. C. C., 713.
- Louisville & Nashville R. R. Co., National Petroleum Association & Na-
tional Refining Co. v.**, 15 I. C. C., 473.
- Louisville & Nashville R. R. Co., New Kentucky Coal Co. v.**, 26 I. C.
C., 417.
- Louisville & Nashville R. R. Co. et al., New Orleans Board of Trade, Ltd.,
v.**, 17 I. C. C., 231.
See New Orleans Board of Trade v. L. & N. R. R. Co.

Louisville & Nashville R. R. Co., New Orleans Board of Trade, Ltd., v., 23 I. C. C., 429.

See *New Orleans Board of Trade v. L. & N. R. R. Co.*

Louisville & Nashville R. R. Co., Nicola, Stone & Myers Co. v., 14 I. C. C., 199.

See *Nicola, Stone & Myers Co. v. L. & N. R. R. Co.*

Louisville & Nashville R. R. Co. et al., Nicola, Stone & Myers Co. v., 17 I. C. C., 604.

Louisville & Nashville R. R. Co., Norcross Bros. Co. v., 29 I. C. C., 109.

Louisville & Nashville R. R. Co., Norman Lumber Co. v., 22 I. C. C., 239.

See *Norman Lumber Co. v. L. & N. R. R. Co.*

Louisville & Nashville R. R. Co., Norman Lumber Co. v., 22 I. C. C., 672.

Louisville & Nashville R. R. Co., Norman Lumber Co. v., 29 I. C. C., 565.

See *Norman Lumber Co. v. Lou. & Nash. R. R. Co.*

Louisville & Nashville R. R. Co., North Carolina Talc & Mining Co. v., 24 I. C. C., 706.

Louisville & Nashville R. R. Co., Ohio Valley Tie Co. v., 23 I. C. C., 715.

Louisville & Nashville R. R. Co., Orgill Bros. & Co. v. (U. R. A-483), 29 I. C. C., 728.

Louisville & Nashville R. R. Co., Otis Mfg. Co. v. (6050), 29 I. C. C., 713.

Louisville & Nashville R. R. Co., Payne-Gardner Co. v., 13 I. C. C., 638.

See *Payne-Gardner Co. v. L. & N. R. R. Co.*

Louisville & Nashville R. R. Co., Phillips, Bailey & Co. v., 8 I. C. C., 93.

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

Louisville & Nashville R. R. Co., Powell Fuel Co. v. (U. R. A-416), 29 I. C. C., 719.

Louisville & Nashville R. R. Co., R. R. Commission of Alabama v., 19 I. C. C., 460.

See *Morgan Grain Co. v. A. C. L. R. R. Co.*

Louisville & Nashville R. R. Co., R. R. Comm. of Ga. v., 5 I. C. C., 324, 325, 326.

See R. R. Com. of Ga. v. Clyde S. S. Co.

Louisville & Nashville R. R. Co., R. R. Commission of Kentucky v., 10 I. C. C., 173.

See R. R. Com. of Kentucky v. Louisville & Nashville R. R. Co.

Louisville & Nashville R. R. Co., R. R. Commission of Kentucky v., 13 I. C. C., 300.

Louisville & Nashville R. R. Co., Rice, George, v., 1 I. C. C., 503.

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

Louisville & Nashville R. R. Co., Rice, George, v., 3 I. C. C., 186.

Louisville & Nashville R. R. Co., Rice, George, v., 5 I. C. C., 193.

See Rice v. Cinn., Wash. & Balt. R. R. Co.

Louisville & Nashville R. R. Co., Robinson Lumber Veneer & Box Co. v., 26 I. C. C., 438.

Louisville & Nashville R. R. Co., Rosenbaum Bros. v., 22 I. C. C., 62.

See Rosenbaum v. C., N. O. & T. P. Ry. Co.

Louisville & Nashville R. R. Co., Rosenthal & Sons Co. v., 24 I. C. C., 718.

Louisville & Nashville R. R. Co., St. Louis Blast Furnace Co. v., 26 I. C. C., 355.

Louisville & Nashville R. R. Co., St. Louis Hay & Grain Co. v., 11 I. C. C., 90.

See St. Louis Hay & Grain Co. v. Mobile & Ohio R. R. Co.

Louisville & Nashville R. R. Co. et al., St. Louis Hay & Grain Co. v., 19 I. C. C., 533.

See St. Louis Hay & Grain Co. v. M. & O. R. R. Co.

Louisville & Nashville R. R. Co., St. Matthews Produce Exchange (Inc.) v. (5870), 28 I. C. C., 319.

Louisville & Nashville R. R. Co., Savannah Bureau of Freight & Transportation v., 8 I. C. C., 377.

See Savannah Bureau of Freight & Trans. v. Louisville & Nashville R. R. Co.

- Louisville & Nashville R. R. Co., Scheuing, W. J., v.,** 20 I. C. C., 550.
- Louisville & Nashville R. R. Co., Schloss & Kahn v.** (6161), 28 I. C. C., 721.
- Louisville & Nashville R. R. Co., Sheboygan Mineral Water Co. v.,** 25 I. C. C., 715.
- Louisville & Nashville R. R. Co., Sheboygan Mineral Water Co. v.** (U. R. A-371), 28 I. C. C., 736.
- Louisville & Nashville R. R. Co., Ship & Son v.** (U. R. A-557), 30 I. C. C., 718.
- Louisville & Nashville R. R. Co., Sims v.** (U. R. A-587), 30 I. C. C., 722.
- Louisville & Nashville R. R. Co., Sloss-Sheffield Steel & Iron Co. v.,** 30 I. C. C., 597.
- Louisville & Nashville R. R. Co. et al., Southern Cotton Oil Co. v.,** 18 I. C. C., 180.
- See Southern Cotton Oil Co. v. L. & N. R. R. Co.
- Louisville & Nashville R. R. Co., Southern Illinois Millers Asso. v.,** 23 I. C. C., 672.
- See Southern Illinois Millers Asso. v. L. & N. R. R. Co.
- Louisville & Nashville R. R. Co. et al., Southern Iron Equipment Co. v.,** 21 I. C. C., 675.
- Louisville & Nashville R. R. Co., Southern Paint & Glass Co. v.,** 6 I. C. C., 284.
- Louisville & Nashville R. R. Co. et al., Southern Sewer Pipe Co. v.,** 17 I. C. C., 623.
- Louisville & Nashville R. R. Co., D. K. Spillers & Co. v.,** 8 I. C. C., 364.
- Louisville & Nashville R. R. Co., Stearns & Culver Lumber Co. v.,** 23 I. C. C., 719.
- Louisville & Nashville R. R. Co., Stearns & Culver Lumber Co. v.** (U. R. A-320) (5549), 28 I. C. C., 715, 730.
- Louisville & Nashville R. R. Co. et al., Sterling Lumber Co. v.,** 19 I. C. C., 610.
- Louisville & Nashville R. R. Co., Stonega Coke & Coal Co. v.,** 23 I. C. C., 17.
- See Stonega Coke & Coal Co. v. L. & N. R. R. Co.

- Louisville & Nashville R. R. Co., Stricklin & Co. v.**, 22 I. C. C., 671.
- Louisville & Nashville R. R. Co., Struck Co. v.**, 26 I. C. C., 469.
- Louisville & Nashville R. R. Co., Struck Co., Dewey Bros. Co., v.**, 25 I. C. C., 700.
- Louisville & Nashville R. R. Co., A. G. Swaffield v.**, 10 I. C. C., 281.
- Louisville & Nashville R. R. Co., Tampa Board of Trade v.**, 30 I. C. C., 377.
- Louisville & Nashville R. R. Co., Tennessee Copper Co. v.** (U. R. A-523), 29 I. C. C., 733.
- Louisville & Nashville R. R. Co. et al., Texico Transfer Co. v.**, 20 I. C. C., 17.
- See *Texico Transfer Co. v. L. & N. R. R. Co.*
- Louisville & Nashville R. R. Co. et al., Thompson, W. I. & J. R., v.**, 20 I. C. C., 161.
- Louisville & Nashville R. R. Co., H. H. Tift v.**, 10 I. C. C., 548.
- See *Tift v. Southern Ry. Co.*
- Louisville & Nashville R. R. Co., Tomlin-Harris Machine Co. v.**, 12 I. C. C., 133.
- Louisville & Nashville R. R. Co., Traffic Bureau of Nashville v.**, 28 I. C. C., 533.
- See *Traffic Bu. of Nashville v. L. & N. R. R. Co.*
- Louisville & Nashville R. R. Co., Tunnell v.** (5042), 27 I. C. C., 704.
- Louisville & Nashville R. R. Co., Union Tanning Co. v.**, 22 I. C. C., 672.
- Louisville & Nashville R. R. Co., Virginia-Carolina Chemical Co. v.**, 23 I. C. C., 711.
- Louisville & Nashville R. R. Co., Virginia-Carolina R. R. Co. v.** (U. R. A-660), 30 I. C. C., 731.
- Louisville & Nashville R. R. Co. et al., Warren Dilly Tie & Timber Co., Ltd., v.**, 19 I. C. C., 606.
- Louisville & Nashville R. R. Co., Webb Motor Fire Apparatus Co. v.**, 26 I. C. C., 712.
- Louisville & Nashville R. R. Co. et al., Wheeler-Holden Co. v.**, 21 I. C. C., 237.

Louisville & Nashville R. R. Co. et al., Wheeler-Holden Co. v., 21 I. C. C., 675.

Louisville & Nashville R. R. Co. et al., Williams & Voris Lumber Co. v., 21 I. C. C., 677.

Louisville & Nashville R. R. Co., Wilmington Tariff Asso. of Wilmington, N. C., v., 9 I. C. C., 118.

See *Wilmington Tariff Asso. v. C., P. & V. R. R. Co.*

Louisville & Nashville R. R. Co., Woodburn Elevator & Milling Co. v. (5147), 29 I. C. C., 710.

Louisville & Nashville R. R. Co., Wood-Mosaic Flooring & Lumber Co. v., 22 I. C. C., 458.

Louisville & Nashville R. R. Co. et al., Woodward & Dickerson v., 17 I. C. C., 9.

Louisville & Nashville R. R. Co., Woodward & Dickerson v., 15 I. C. C., 170.

See *Woodward & Dickerson v. L. & N. R. R. Co.*

Louisville & Nashville R. R. Co., Woolworth & Co. v. (U. R. A-132), 27 I. C. C., 711.

Louisville & Nashville Ry. Co., Wm. Wrigley, Jr., v., 10 I. C. C., 412.

Louisville & Nashville R. R. Co., Young & Cutsinger v., 22 I. C. C., 1.

Louisville & Nashville R. R. Co., Young & Cutsinger v. (U. R. A-561), 30 I. C. C., 718.

Louisville & Nashville R. R. Co. et al., Young & Vann Supply Co. v., 21 I. C. C., 685.

Louisville & Nashville R. R. Co. et al., Young, Sam T., v., 19 I. C. C., 605.

Louisville & Nashville R. R. Co., Coal & Coke Rates, 26 I. C. C., 20.

See also *In re Louisville & Nashville R. R. Co. Coal & Coke Rates.*

Proposed increased rates from Appalachia and the St. Charles districts in Virginia on coal to the Ohio River and to points north and south thereof and on coke to points north of the Ohio River not found to have been justified.

Louisville & Nashville R. R. Co. v. United States.

Not reported.

D. C., W. D., Va. October 1, 1914. Pritchard, J.

Preliminary injunction against enforcement of Commission's order denied. Application should first be made to the Commission for re-hearing and that the carrier must introduce in court the entire record before the Commission and not parts only.

Louisville Board of Trade v. I. C. & S. T. Co., 27 I. C. C., 499.

Louisville Cement Co. v. L. & N. R. R. Co. (U. R. A-333), 28 I. C. C., 732.

Reparation denied on shipments of coal from Jellico and Wilton, Ky., to Speeds, Ind., on the ground that the complaint was not filed with the Commission within two years from the date the shipments were delivered at Speeds, Ind.

United States ex rel. Louisville Cement Co. v. Interstate Commerce Commission.

Not reported. July 20, 1914.

Sup. Ct. D. of C. Anderson, J.

Application for mandamus to compel Commission to take jurisdiction as to shipments held barred by section 16, denied.

United States ex rel. Louisville Cement Co. v. Interstate Commerce Commission.

Washington Law Reports, page 809. December 7, 1914.

C. Apps., D. C.

Order of Supreme Court of District denying writ of mandamus, affirmed.

Louisville Coal & Coke Co. v. N. & W. R. Co., 23 I. C. C., 710.

Louisville Cottonseed Products Co. v. L. & N. R. Co., 26 I. C. C., 607.

Louisville, Evansville & St. Louis Con. R. R. Co., Chicago Freight Bureau v., 6 I. C. C., 195.

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

Louisville, Evansville & St. Louis Consolidated R. R. Co., Wilmington Tariff Asso. of Wilmington, N. C., v., 9 I. C. C., 118.

See *Wilmington Tariff Asso. v. C. P. & V. R. R. Co.*

Louisville, Henderson & St. Louis Ry. Co., American Milling Co. v., 22 I. C. C., 660.

Louisville, Henderson & St. Louis Ry. Co., American Milling Co. v., 22 I. C. C., 669.

Louisville, Henderson & St. Louis Ry. Co., Bainbridge Board of Trade v.,
15 I. C. C., 586.

See *Bainbridge Board of Trade v. L., H. & St. L. Ry. Co.*

Louisville, Henderson & St. Louis Ry. Co., Ohio Valley Tie Co. v., 23 I.
C. C., 715.

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

See *Allen v. Louisville, New Albany & Chicago R. R. Co.*

Louisville, New Albany & Chicago Ry. Co., Bates, Hervey, v., 4 I. C.
C., 281.

See *Bates v. Penn. R. R. Co.*

Louisville, New Albany & Chicago 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.*

Louisville, New Albany & Chicago Ry. Co., Chicago Freight Bureau v.,
6 I. C. C., 195.

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

Louisville, New Albany & Chicago Ry. Co., Pennsylvania Co. v., 3 I. C.
C., 223.

See *Pennsylvania Co. v. Lou., N. A. & Chic. Ry. Co.*

Louisville, New Orleans & Texas Ry. Co., New Orleans Cotton Exchange
v., 4 I. C. C., 694.

See *New Orleans Cotton Ex. v. L., N. O. & T. Ry. Co.*

Louisville, New Orleans & Texas Ry. Co., N. Y. Board of Trade & Trans-
portation v., 4 I. C. C., 447.

See *N. Y. Board of Trade, etc., v. Penn. R. R. Co.*

Louisville, New Orleans & Texas R. R. Co., Rice, George, v., 1 I. C. C., 503.

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

Louisville, New Orleans & Texas Ry. Co., Rice, George, v., 4 I. C. C., 228.

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

Loup Creek Colliery Co. v. V. Ry. Co., 12 I. C. C., 471.

Cited: Baer Bros. Mer. Co. v. M. P. Ry. Co., 17 I. C. C., 228.

The act does not in all cases require a route and rate to be established where no through route exists.

Explained: Hughes Creek Coal Co. v. K. & M. Ry. Co., 29 I. C. C., 676.

The cited case, considered apart from the special facts upon which the findings were based, does not approve of the policy of the Chesapeake & Ohio Ry. Co. of not pro rating or dividing its through coal rates with any other independent road in the Kanawha and New River districts.

Louvre, The v. Southern Pacific Co. et al., 17 I. C. C., 503.

Love v. Denver & Rio Grande R. R. Co. (1101), 12 I. C. C., 588.

Lovlace Lumber Co. v. Louisville & Nashville R. R. Co. et al., 21 I. C. C., 585.

Love-Thomas Co. v. B. & O. R. R. Co., 14 I. C. C., 98.

See Gump v. B. & O. R. R. Co.

Lovett, in Behalf of Milliren-Buchanan Hardware Co. v. C., R. & M. Line (5780).

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

Lowery-Hanks Co. v. Southern Express Co. (5652), 28 I. C. C., 716.

Low Mfg. Co. v. N. Y. C. & St. L. R. R. Co. (U. R. A-378), 28 I. C. C., 737.

Low Moor Iron Co. of Virginia v. C. & O. Ry. Co., 30 I. C. C., 615.

Lowenberg & Going Co., Jubitz, Assignee, v. O.-W. R. R. & Nav. Co. (U. R. A-361), 28 I. C. C., 735.

Lowenthal, R. & Co. v. Chicago, Milwaukee & St. Paul Ry. Co. et al., 18 I. C. C., 622.

Lucas & Co. v. Louisville & Nashville R. R. Co. (877), 12 I. C. C., 584.

Lucas, J. R. & Co. v. Louisville & Nashville R. R. Co., 19 I. C. C., 533.

See St. Louis Hay & Grain Co. v. M. & O. R. R. Co.

Ludowici-Celadon Co. v. A. C. L. R. R. Co., 28 I. C. C., 693.

Ludowici-Celadon Co. v. Atchison, Topeka & Santa Fe Ry. Co., 21 I. C. C., 673.

- Ludowici-Celadon Co. v. Atchison, Topeka & Santa Fe Ry. Co. et al.**, 21 I. C. C., 681.
- Ludowici-Celadon Co. v. B. & O. C. T. R. Co.**, 22 I. C. C., 658.
- Ludowici-Celadon Co. v. C. & E. I. R. R. Co.** (5871), 28 I. C. C., 719.
- Ludowici-Celadon Co. v. C. & N. W. R. Co.** (U. R. A-144), 27 I. C. C., 713.
- Ludowici-Celadon Co. v. Cincinnati & Muskingum Valley R. R. Co. et al.**, 21 I. C. C., 667.
- Ludowici-Celadon Co. v. Cincinnati & Muskingum Valley R. R. Co. et al.**, 21 I. C. C., 673.
- Ludowici-Celadon Co. v. Missouri Pacific Ry. Co. et al.**, 20 I. C. C., 667.
- Ludowici-Celadon Co. v. M. P. R. Co.**, 22 I. C. C., 588.
- Ludowici-Celadon Co. v. P. Co.**, 26 I. C. C., 82.
- Lufkin Land & Lumber Co. v. St. L. S. W. R. Co. of Texas**, 24 I. C. C., 725.
- Lufkin Land & Lumber Co. v. St. L. S. W. Ry. Co. of Tex.** (U. R. A-455), 29 I. C. C., 724.
- Lull, Charles R. & Co. v. Minneapolis, St. Paul & Sault Ste. Marie Ry. Co. et al.**, 18 I. C. C., 355.
- Lull Carriage Co. v. Chicago, Kalamazoo & Saginaw Ry. Co. et al.**, 19 I. C. C., 15.

Cited: Sun Co. v. I. S. R. R. Co., 22 I. C. C., 198.

Minimum weights on all carload shipments are to be considered as part of the rates, and mere fact that a minimum applicable to parts of a combination of rates may be higher or lower than the minimum applicable to the joint through rates does not overcome the presumption of unreasonableness in a joint rate and minimum in excess of the sum of the locals and resulting from the respective minima applicable thereto.

- Lum, Leon E., v. Great Northern Ry. Co. et al.**, 21 I. C. C., 558.

Quoted: Minneapolis Civic & Commerce Asso. v. C., M. & St. P. Ry. Co., 30 I. C. C., 669.

"The fact that all of the carriers operating in the Mesaba district and all of the carriers and parties interested in the ore rates are not made parties to the proceeding is immaterial in its bearing upon the legality of this complaint. A complainant can not be expected to search public and private records with the view of discovering all parties that may be interested in a certain proceeding. Full publicity attends every step of all proceedings before the Commission, and it must be assumed that parties interested will take notice of what is going on."

Lumber and Other Commodities from Oregon and Washington, 29 I. C. C., 609.

Lumber and Other Forest Products from Arkansas to Iowa, Minnesota, and Other States, 30 I. C. C., 371.

Lumber Rates from Points on the Alabama Great Southern R. R. to Chattanooga, Tenn., 29 I. C. C., 646.

Lumber Rates between California and Colorado, 30 I. C. C., 461.

Lumber Rates to Knoxville, Tenn., 30 I. C. C., 524.

Lumber Rates from Memphis and Other Points to New Orleans, 27 I. C. C., 471.

Lumber Rates from Mississippi to Eastern Points, 27 I. C. C., 6.

See In re Advances Lumber from Mississippi to Eastern Points.

Lumber Rates from California to Nevada, 28 I. C. C., 313.

See In re Advances California-Nevada Lumber Rates.

Lumber from Louisiana to North Atlantic Points, 26 I. C. C., 186.

Lumber Rates from North Pacific Coast Points, 30 I. C. C., 111.

Lumber Rates Through Ohio River Crossings, 29 I. C. C., 38.

Lumber Rates from Southern Mills to Certain Points in the East, 27 I. C. C., 189.

See In re Advances Lumber from Southern Mills to Certain Points in the East.

Lumber Rates from Points in the Southwest, 29 I. C. C., 1.

Lumber Rates in the Southwest, 28 I. C. C., 471.

See In re Advances Lumber Rates from Texas, Louisiana and Arkansas to Oklahoma and Missouri.

Lumber Rates from Memphis to Iowa and Other States, 29 I. C. C., 1.

Lumberman's Exchange of St. Louis v. A. & S. R. R. Co., 24 I. C. C., 220.

Quoted: Investigation and Suspension Docket No. 115, 24 I. C. C., 691. Earning of 6½ mills per ton per mile for the transportation of lumber a distance of 565 miles held not excessive and that rate of 18 cents formerly in effect was a compelled rate and that 19-cent rate to St. Louis not unreasonable.

Quoted: Norman Lumber Co. v. L. & N. R. R. Co., 29 I. C. C., 566.

The economic reason for the existence of the wholesale lumber dealer and the benefit he renders the small town builder.

Lykes Steamship Line, Commercial Union v., 13 I. C. C., 310.

Lynah & Read et al. vs. Baltimore & Ohio R. R. Co. et al., 18 I. C. C., 608.

Cited: Galveston Com. Asso. v. A., T. & S. F. Ry. Co., 25 I. C. C., 229.

A regulation imposing demurrage after 12 days' free time, with the right to an average agreement upon the basis of 5 days, held reasonable at the port of Baltimore in cited case.

Lyons, E. J. & Co. v. C. & W. C. R. Co., 24 I. C. C., 220.

Lyon Cypress Lumber Co. v. Y. & M. V. R. Co. (U. R. A-224), 27 I. C. C., 724.

Lysle Milling Co. v. C., B. & Q. R. R. Co. (U. R. A-265), 28 I. C. C., 723.

M

MacAndrews & Forbes Co. v. Erie R. R. Co. et al., 17 I. C. C., 613.

Macbride Coal & Coke Co. v. Chicago, St. Paul, Minn. & Omaha Ry. Co., 13 I. C. C., 571.

MacGillis & Gibbs Co. v. Chicago & Eastern Illinois Railroad Co. et al., 16 I. C. C., 40.

Reaffirmed: National Pole Co. v. C., St. P., M. & O. Ry. Co., 22 I. C. C., 379.

Cited: California Pole & Piling Co. v. S. P. Co., 22 I. C. C., 509.

A rate for the transportation of poles should not exceed the rate contemporaneously in effect on lumber from and to the same points.

MacGillis & Gibbs Co. v. Chicago & North Western Ry. Co., 19 I. C. C., 617.

Macgillis & Gibbs Co. v. Chicago, Milwaukee & St. Paul Ry. Co., 15 I. C. C., 329.

MacGillis & Gibbs Co. v. Chicago, Rock Island & Pacific Ry. Co. (1707), 14 I. C. C., 1642.

MacLoon, W. H. H., v. Boston & Maine R. R. Co., 9 I. C. C., 642.

Cited: Hewins v. N. Y., N. H. & H. R. Co., 10 I. C. C., 224.

Cited: Littrell v. St. L. S. W. Ry. Co., 18 I. C. C., 189.

Cited: Hull Vehicle Co. v. So. Ry. Co., 28 I. C. C., 620.

It is not a violation of law to charge more in one direction on certain trains than is charged in the other direction on all trains between the same points.

Macloon, William H., v. Chicago & Northwestern Ry. Co., 5 I. C. C., 84.

Cited: Chas. P. Perry v. Fl. Cen. & Penins. R. Co., 5 I. C. C., 111.

The views of the Commission on question of its duty as to reparation in unreasonable rate cases.

Quoted: R. R. Com. of Fla. v. S. F. & W. R. Co., 5 I. C. C., 151.

Cited: Rea v. Mobile & Ohio R. Co., 7 I. C. C., 53.

Cited: Joynes v. Pa. R. R. Co., 17 I. C. C., 363, 371.

"A procedure for the enforcement of lawful orders of the Commission, founded upon controversies requiring trial by jury, having been provided by the amendment of March 2, 1889, of the 16th section of the Act to regulate commerce it is the duty of the Commission to pass upon the question of reparation for past damages whenever a claim is made therefor."

MacMurray v. Union Pacific R. R. Co., 13 I. C. C., 531.

Mack Manufacturing Co. v. P., C., C. & St. L. R. Co., 22 I. C. C., 670.

Carriers ordered to reduce to a specified amount their rates on brick from Chicago, Ill., to New York City on the ground that such rates are unreasonable; but reparation was denied.

Mack Manufacturing Co. v. United States.

Not reported. June 8, 1912.

Commerce Court No. 69.

Case dismissed without prejudice when Commission set aside its own order for the purpose of holding a further hearing on the question of reparation.

Mack Manufacturing Co. v. Pittsburgh, Cincinnati, Chicago & St. Louis Ry. Co.

27 I. C. C., 727.

Affirmed: Reparation again denied.

Mack Mfg. Co. v. P., C., C. & St. L. R. Co. (U. R. A-242), 27 I. C. C., 727.

Mackay, Walter S. & Co. v. Atchison, Topeka & Santa Fe Ry. Co. et al., 17 I. C. C., 72.

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

Mackay, Walter S. & Co. v. Southern Pacific Co. et al., 17 I. C. C., 72.

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

Macon & Birmingham Ry. Co., H. H. Tift v., 10 I. C. C., 548.

See Tift v. Southern Ry. Co.

Macon, Georgia, Chamber of Commerce, Freight Bureau of, v. C., N. O. & T. P. R. Co., 27 I. C. C., 263.

See Chamber of Com., Macon, Ga., v. C., N. O. & T. P. Ry. Co.

Macon, Ga., Chamber of Commerce Freight Bureau v. C., N. O. & T. P. Ry. Co., 30 I. C. C., 477.

Macon Chamber of Commerce Freight Bureau v. M., D. & S. R. R. Co. (5489), 28 I. C. C., 715.

Macon, Dublin & Sav. R. R. Co., Freight Bureau, Chamber of Commerce of Macon, Ga., v. (5489), 28 I. C. C., 715.

Macon Freight Bureau, Chamber of Commerce, v. N. & W. Ry. Co. (5126), 28 I. C. C., 713.

Madera Co. v. G. H. & S. A. Ry. Co. (U. R. A-564), 30 I. C. C., 719.

Magner Bros. v. Atchison, Topeka & Santa Fe Ry. Co. et al., 17 I. C. C., 630.

Mahaffey Co. v. Chicago & Northwestern Ry. Co. et al., 20 I. C. C., 655.

Mahaffey Co. v. C., B. & Q. R. Co., 25 I. C. C., 716.

Mahaffey Co. c. G. N. Ry. Co. (U. R. A-433), 29 I. C. C., 721.

Mahaffey Co. v. M., St. P. & S. Ste. M. Ry. Co. (U. R. A-631), 30 I. C. C., 727.

Mahaffey Co. v. Northern Pacific Ry. Co. et al., 20 I. C. C., 655.

Maier & Co. v. S. P. Co., 29 I. C. C., 103.

Maine Central R. R. Co., Board of Trade of Troy, Ala., v., 6 I. C. C., 21.

Maine Central R. R. Co., B. & A. R. R. Co. v. (5654), 28 I. C. C. 716.

Maine Central R. R. Co., Continental Paper Bag Co. v. (U. R. A-516), 29 I. C. C., 732.

Maine Central R. R. Co., Eustis Mining Co. v., 20 I. C. C., 655.

Maine Central R. R. Co., Grand Lake Co. v. (U. R. A-573), 30 I. C. C., 720.

Maine Central R. R. Co., James & Abbot v., 5 I. C. C., 612.

See James & Abbott v. Canadian Pac. Ry. Co.

Maine Central R. R. Co., Quimby v., 13 I. C. C., 246.

- Maine Central R. R. Co., Quimby v.** (1757), 29 I. C. C., 708.
- Maine Spinning Co. v. B. & M. R. R.** (U. R. A-350), 28 I. C. C., 734.
- Maine 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.
- Maine Steamship Co. et al., General Chemical Co. v.,** 18 I. C. C., 622.
- Maine Steamship Co., McLaughlin-Gormley-King Co. v.,** 22 I. C. C., 108.
- Major, S. C., v. L. & N. R. Co.,** 26 I. C. C., 438.
- Major, Guy G. Co. v. D., L. & W. R. Co.** (U. R. A-165), 27 I. C. C., 716.
- Maldonado & Co. v. Ferrocarril de Sonora et al.,** 18 I. C. C., 65.
- Maldonado & Co. v. S. P. Co.,** 26 I. C. C., 714.
- Males Co. v. Lehigh & Hudson River Ry. Co. et al.,** 17 I. C. C., 280.
Cited: Peale, Peacock & Kerr v. C. R. R. Co. of N. J., 18 I. C. C., 33.
Reparation will not be awarded where lawful charges have not been paid.
- Mallory, S. S. Co. v. Cohen & Co.,** 23 I. C. C., 374.
- Mallory Steamship Co. v. Cohen & Co.,** 24 I. C. C., 704.
- Mallory S. S. Co. v. Wolf Co.,** 23 I. C. C., 490.
- Malone Stone Co. v. L. S. & M. S. R. Co.** (4809, Sub. 1), 27 I. C. C., 703.
- Maloney & Donaldson v. C., M. & St. P. R. Co.** (4707), 27 I. C. C., 703.
- Malt,** 28 I. C. C., 549.
- Malt Rates to New Orleans, La.,** 30 I. C. C., 587.
- Malt Rates to Texas Points,** 30 I. C. C., 385.
- Maltsters' Traffic Asso. of Milwaukee v. G. T. W. Ry. Co.,** 28 I. C. C., 489.
- Manahan, James, v. Northern Pacific Ry. Co. et al.,** 17 I. C. C., 95.
- Manchester & Augusta R. R. Co., Wilmington Tariff Asso. of Wilmington, N. C., v.,** 9 I. C. C., 118.
See Wilmington Tariff Asso. v. C., P. & V. R. R. Co.
- Manchester Granite & Marble Co. v. Chesapeake & Ohio Ry. Co.,** 18 I. C. C., 613.
- Manistee & Northeastern R. R. Co., Nichols & Cox Lumber Co. v.,** 24 I. C. C., 724.

Manitou Mineral Springs Co. v. Denver & Rio Grande R. R. Co. et al., 20 I. C. C., 666.

Manitowoc-Milwaukee-Kaukana Paper Rates, 28 I. C. C., 305.

Manning v. Chicago & Alton R. R. Co., 13 I. C. C., 125.

Mansfield Hardwood Lumber Co. v. T. & G. R. Co., 26 I. C. C., 138.

Mansfield Hardwood Lumber Co. v. T. & P. R. Co. (U. R. A-193), 27 I. C. C., 720.

Mnfrs.' & Jobbers' Union of Mankato v. Minn. & St. Louis Ry. Co., 1 I. C. C., 227.

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

Commission will not make an order when practice complained of as unlawful has been abandoned by the carrier.

Manufacturers' & Jobbers' Union of Mankato, Minn., v. Minneapolis & St. Louis Ry. Co., 4 I. C. C., 79.

Cited: James & Abbott v. C. P. Ry. Co., 5 I. C. C., 630.

Cited: Johnson v. Chic., St. P., M. & O. R. Co., 9 I. C. C., 241.

When a carrier engages in transportation for which by reason of competitive conditions or for purposes of its own, it receives less rates from some patrons and at some localities, it accepts the legal obligations to give impartial service to other patrons and at other localities that sustain similar relations to the traffic.

Cited: Freight Bureau v. Cinn., N. O. & T. P. R. Co., 6 I. C. C., 236, 238.

Reaffirmed: Daniels v. Chic., R. I. & P. R. Co., 6 I. C. C., 484.

The relative equality in rates is only necessary in the degree of such similarity.

Cited: Hilton Lumber Co. v. Wilmington & W. R. Co., 9 I. C. C., 31.

While the aggregate rate increases the rate per ton mile should decrease as the distance increases. This rule, however, is not required by the statute and is subject to qualification.

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: Haerr v. Chic., M. & St. P. R. R. Co., 11 I. C. C., 549.

Rates from Chicago to Mankato ought not to exceed those to Waterville, St. Paul, Minneapolis and corresponding points by more than 10 per cent.

Manufacturers' & Merchants' Asso. of New Albany, Ind., v. A. & A. R. Co., 24 I. C. C., 331.

Cited: Manufacturers & Merchants Asso. of New Albany Ind., v. A. & A. R. Co., 25 I. C. C., 116.

Petitions for modification and extension of original order denied. Question of reparation reopened.

Quoted: Norman Lumber Co. v. L. & N. R. R. Co., 29 I. C. C., 572.

Held undue prejudice to make rates to points from the South on lumber to points on the north bank of the Ohio River which do not take into account the bridge tolls, and therefore make no distinction between rates to south bank and north bank points.

Mnfra.' & Merchants' Asso. of New Albany, Ind., v. A. S. & R. Co., 25 I. C. C., 116.

Manufacturers' & Shippers' Asso. of Clinton v. C. & A. R. Co., 27 I. C. C., 230.

See Clinton Mnfrs.' & Shippers' Asso. v. Chicago & Alton Ry. Co.

Manufacturers' Asso. of Colorado v. A., T. & S. F. Ry. Co., 28 I. C. C., 82.

Manufacturers' Asso. of Colorado v. A., T. & S. F. Ry. Co., 29 I. C. C., 544.

Manufacturers' Club of Terre Haute v. Louisville & Nashville R. R. Co., 12 I. C. C., 156.

Manufacturers' Club Transportation Committee of Buffalo, N. Y., v. Pullman Co. et al., 18 I. C. C., 614.

Manufacturers' Freight Dept. v. Seaboard Air Line Ry. et al., 21 I. C. C., 663.

Manufacturers' Ry. Co. et al. v. St. Louis, Iron Mountain & Southern Ry. Co. et al., 21 I. C. C., 304.

Quoted: Stonega Coke & Coal Co. v. L. & N. R. R. Co., 23 I. C. C., 23.

Cited and followed: L. & N. R. R. Co. v. M., St. P. & S. Ste. M. Ry. Co., 24 I. C. C., 643.

Cited: Cancellation of Joint Rates C., Z. & G. R. R. Co., 27 I. C. C., 361.

Cited: Manufacturers' Ry. Co. v. St. L., I. M. & So. Ry. Co., 28 I. C. C., 94, 119.

Test for determining whether or not a certain road or person is a common carrier.

Manufacturers Ry. Co. v. St. L., I. M. & S. Ry. Co., 28 I. C. C., 93.

Marble Falls Insulator Pin Co. v. Houston & Texas Central R. R. Co., 15 I. C. C., 167.

Marble Rates from Vermont, 29 I. C. C., 607.

Marbury & Speer Lumber Co. v. Atlanta, Birmingham & Atlantic Ry. Co. et al., 21 I. C. C., 678.

Marian Coal Co. v. D., L. & W. R. Co., 24 I. C. C., 140.

Cited: Marian Coal Co. v. D. L. & W. R. Co., 25 I. C. C., 14.

The rates on rice and smaller sized coals, though in issue, were not fixed in former report. This is done in present report.

Cited: Marian Coal Co. v. D. L. & W. R. Co., 27 I. C. C., 441.
Reparation.

Marian Coal Co. v. D., L. & W. R. Co., 25 I. C. C., 14.

Cited: Marian Coal Co. v. D., L. & W. R. Co., 27 I. C. C., 441.
Reparation.

Marian Coal Co. v. D., L. & W. R. Co., 27 I. C. C., 441.

Maricopa & Phoenix & Salt River Valley R. R. Co., Shippers' Union of Phoenix v., 9 I. C. C., 250.

See Shippers' Union of Phoenix v. A., T. & S. F. Ry. Co.

Maricopa & Phoenix R. R. Co., Maricopa Co. Com. Club v., 22 I. C. C., 279.

See Maricopa County Commercial Club v. M. & P. R. R. Co.

Maricopa County Commercial Club v. M. & P. R. Co., 22 I. C. C., 279.

Cited: Am. Nat'l. Live Stock Asso. v. S. P. Co., 26 I. C. C., 39.

A scale of class rates between Phoenix and El Paso, a distance of 433 miles, where the conditions of transportation could not much differ from those between Phoenix and Los Angeles established in cited case.

Maricopa County Commercial Club v. P. & E. R. Co., 22 I. C. C., 218, 221.

Cited: Arizona Corporation Com. v. A., T. & S. F. Ry. Co., 28 I. C. C., 429.

The rate on coal from Gallup to Tempe and Mess, Ariz., points to the Arizona Eastern Railroad, a few miles beyond Phoenix found unreasonable in cited case to extent it exceeded \$3.60 per ton and it was said that carriers would be expected to adjust intermediate rates on this basis.

Maricopa County Commercial Club v. Santa Fe, Prescott & Phoenix Ry. Co. et al, 19 I. C. C., 257.

Carriers ordered to reduce to a specified amount their class rates from eastern defined territory to Phoenix, Ariz., on the ground that the existing rates are unreasonable as compared with lower rates for the longer haul to Pacific coast points.

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

C. C. N. D. Cal.

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

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

Not reported. April 18, 1912.

Commerce Court No. 34.

Case dismissed without opinion.

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

191 Fed., 856. November 14, 1911.

Commerce Court No. 50. Mack, J.

Section 4 of the Act as amended June 18, 1910, held to be constitutional; but enforcement of Commission's order 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.

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

Not reported. December 9, 1911.

Commerce Court No. 50.

Enforcement of Commission's order permanently enjoined for the reasons stated upon the issuance of the temporary injunction. No written opinion.

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

234 U. S., 476. 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.

Cited: Portland Chamber of Com. v. O. R. R. & N. Co., 19 I. C. C., 284.

Where a large rate fabric is involved the Commission will proceed with great caution in any readjustment.

Cited: Steinfield & Co. v. I. C. R. R. Co., 20 I. C. C., 13.

Fifth-class rate from St. Louis to Phoenix of \$1.43 per 100 pounds used as comparison.

Cited: In re Transportation of Wool, Hides and Pelts, 23 I. C. C., 153.
The rates on wool, hides and pelts were under attack in cited case but question was reserved till further consideration could be had.

Cited: Cohen & Co. v. Mallory Steamship Co., 23 I. C. C., 376.
The class E, all-rail rate prescribed in cited case from Pittsburgh, Pa., to Phoenix, Ariz., was 86 cents.

Cited: Transcontinental Rates From Group F., 28 I. C. C., 1.
The grouping established in cited case modified.

Cited: Iowa State Board of R. R. Com. v. A. E. R. R. Co., 28 I. C. C., 197.

The same rates as were established as reasonable in Reno case established as reasonable as applied to Phoenix.

Maricopa County Commercial Club v. S. F., P. & P. R. Co., 22 I. C. C., 216.

Maricopa County Commercial Club v. S. F., P. & P. R. Co., 23 I. C. C., 456.

Maricopa County Commercial Club v. Santa Fe, Prescott & Phoenix Ry. Co. et al., 21 I. C. C., 329.

See R. R. Com. of Nevada v. S. P. Co.

Cited: In re Transportation of Wool, Hides and Pelts, 23 I. C. C., 153.
The rates on wool, hides and pelts were under attack in cited case but question reserved for further consideration.

Cited: R. R. Com. of Nevada v. S. P. Co., 23 I. C. C., 456.
Long-and-short-haul case.

Cited: Transcontinental Rates from Group F, 28 I. C. C., 1.
Group F as defined in cited case is permitted to be readjusted in present case with respect to class traffic to and from the South Pacific coast terminals and to and from southwestern intermountain territory.

Maricopa County Commercial Club v. S. P. Co., 22 I. C. C., 218, 429.

Cited: Am. Nat'l. Live Stock Asso. v. S. P. Co., 26 I. C. C., 37.
The rate on fat cattle from Phoenix, Ariz., to Los Angeles, Cal., reduced in cited case from \$126.85 to \$95.00.

Maricopa County Commercial Club v. Wells, Fargo & Co., 16 I. C. C., 182.

Cited: Arizona Ry. Com. v. Wells, Fargo & Co., 20 I. C. C., 572.
The merchandise rate between El Paso and Phoenix was reduced to \$3.75 per 100 pounds.

Marietta, Columbus, Cleveland R. R. Co., Dowd Knife Works v., 22 I. C. C., 670.

Marion Guano Co. v. Cleveland, Cincinnati, Chicago & St. Louis Ry. Co. et al., 21 I. C. C., 676.

Marion Iron & Brass Bed Co. v. T. & St. L. & W. R. Co., 22 I. C. C., 272.

Maris, H. B., v. Southern Pacific Co. et al., 17 I. C. C., 251.

Maris, H. B., v. Southern Pacific Co. et al., 17 I. C. C., 613.

Maris, H. B., v. Southern Pacific Co. et al., 18 I. C. C., 301.

Maritime Exchange et al. v. Pennsylvania R. R. Co., 21 I. C. C., 81.

Cited: Ashgrove Cement Co. v. A., T. & S. F. Ry. Co., 23 I. C. C., 524.

The rate to Kansas City is not materially higher than other rates established by the Commission in a territory of denser tonnage, and absorbs the Kansas City terminal charges.

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 entitled to comparatively low rates.

Marley, J. J. & Son v. Norfolk & Western Ry. Co., 11 I. C. C., 616.

Marquette Cement Manufacturing Co. v. Chicago, Milwaukee & St. Paul Ry. Co. et al., 18 I. C. C., 626.

Marseilles Wrapping Paper Co. v. C., R. I. & P. Ry. Co. (5970), 28 I. C. C., 720.

Marshall & Michel Grain Co. v. Missouri Pacific Ry. Co., 13 I. C. C., 566.

Marshall & Michel Grain Co. v. St. Louis & San Francisco R. R. Co. et al., 16 I. C. C., 385.

Cited: Marshall & Michel Grain Co. v. St. Louis & San Francisco R. R. Co. et al., 18 I. C. C., 228.

Other report based on admissions which subsequently found inaccurate, former order vacated.

Marshall & Michel Grain Co. v. St. Louis & San Francisco R. R. Co. et al., 18 I. C. C., 228.

Marshall Oil Co. v. B. & O. R. R. Co. (843), 12 I. C. C., 582.

Marshall Oil Co. v. Chicago & Northwestern Ry. Co., 14 I. C. C., 210.

Distinguished: Bartles Oil Co. v. C., M. & St. P. Ry. Co., 17 I. C. C., 147.

Distinguished on facts.

Quoted: Frier v. C., St. P., M. & O. Ry. Co., 30 I. C. C., 356.

"The decisions of the several state railroad commissions are worthy of consideration, but this Commission is not justified under the law in accepting a comparison of lower intrastate rates prescribed by the state authorities with those applying on interstate traffic as conclusive of the unreasonableness of the interstate rates."

Marshall Oil Co. v. C. & N. W. R. Co., 26 I. C. C., 575.

Distinguished: German Kali Works v. A., T. & S. F. Ry. Co., 28 I. C. C., 575.

The cited case is not authority for putting all potash salts under same classification. The classification of axle grease was already the same as the classification of the petroleum products, and in this it differs from present case.

Marshall Oil Co. v. Chicago, Burlington & Quincy Ry. Co. (844), 12 I. C. C., 582.

Marshall Oil Co. of Iowa v. C. G. W. R. R. Co., 28 I. C. C., 707.

Marshall, Timpson & Sabine Pass Ry. Co., Mayor & City Council of Wichita, Ks., v., 9 I. C. C., 569.

Marshall-Wells Hardware Co. v. Chicago, Milwaukee & St. Paul Ry. Co. et al., 17 I. C. C., 618.

Marten, S., v. Louisville & Nashville R. R. Co., 9 I. C. C., 581.

Quoted: Burgess v. Transcontinental Ft. Bu., 13 I. C. C., 678.

Lumber is inexpensive freight, and much below average in cost of transportation, while only a few other commodities furnish to carriers a larger tonnage. For these reasons, among others, it is universally accorded rates of transportation that are relatively low.

Cited: Planters Gin & Compress Co. v. Y. & M. V. R. Co., 16 I. C. C., 133.

Cited: Texarkana Frt. Bu. v. St. L., I. M. & S. Ry. Co., 28 I. C. C., 582.

If water competition at a given point compels a carrier to discriminate in rates against a point not so favorably situated, the amount of the discrimination must not be greater than the dissimilarity of circumstances demand.

Martin v. Chicago, Burlington & Quincy R. R. Co., 2 I. C. C., 25.

Cited: Lincoln B'd of Trade v. C., B. & Q. R. R. Co., 2 I. C. C., 153.

The existing system of through rates to interior Nebraska points not unduly prejudicial against Omaha under the act to regulate commerce.

Cited: N. W. Howell, etc., v. N. Y., L. E. & W. R. Co., 2 I. C. C., 289.

Cited: In re Tariffs and Classifications of A. & W. P. R. R. Co., 3 I. C. C., 70.

Cited: Mary O. Stone et al. v. Det., Gr. H. & M. R. Co., 3 I. C. C., 621.

Cited and distinguished: Mary O. Stone et al. v. Det., Gr. H. & M. R. Co., 3 I. C. C., 633. Dissenting opinion.

The legislative purpose as manifested in the fourth section of the act to regulate commerce is distinctly in the direction of relieving the smaller points, in other words, the ultimate consumers, from the burden of rates higher than those paid by more distant or competitive points.

Cited: B'd of Tr'd of Troy, Ala., v. Ala. Mid. Ry. Co., 6 I. C. C., 29.

Quoted: Hill & Bro. v. Nash., Chat. & St. L. R. Co., 6 I. C. C., 355.

Quoted: Cordele Mch. Shop v. L. & N. R. Co., 6 I. C. C., 373.

Cited: Brewer & Hanleiter v. L. & N. R. Co., 7 I. C. C., 235.

Cited: B'd of Trade v. Nash., C. & St. L. Ry. Co., 8 I. C. C., 521.

Cited: Cham. of Com. Ashburn, Ga., v. G. S. & F. Ry. Co.

The "trade center" or "basing point" system has been in many cases pronounced unlawful by this Commission.

Cited: Daniels v. Chic., R. I. & P. R. Co., 6 I. C. C., 476.

Rates for a given distance, while not less as a whole than any intermediate rate, not being ordinarily the sum of rates in force between intermediate stations.

Martin, Geo. W. & T. H. v. G. N. R. Co. (5400), 27 I. C. C., 705.

Martin, John H., v. Southern Pacific Co., 2 I. C. C., 1.

Cited: In re the Tariffs of Transcontinental Lines, 2 I. C. C., 324.

Cited: The Long and Short Haul Provision, 2 I. C. C., 415.

Cited: Kindel v. Atch., T. & S. F. R. Co., 8 I. C. C., 624.

Questions of higher rates from San Francisco to Denver than from San Francisco to Kansas City over same line, and same declared to be in violation of fourth section.

Cited: N. Y. B'd of Tr'd & Tr'n v. Penn. R. Co., 4 I. C. C., 526.

A violation of the fourth section of the act can be accomplished by differences in classification as well as by differences in tariff rates.

Martin Stave Co. v. L. & N. R. R. Co., 24 I. C. C., 715.

Martinsville, Va., v. N. & W. R. Co., 26 I. C. C., 146.

Marx Hide & Tallow Co v. T. & P. R. Co., 24 I. C. C., 716.

Mary Mac Plantation Co. v. Y. & M. V. R. Co. (U. R. A-109), 27 I. C. C., 708.

Maryland, Delaware & Virginia Ry. Co. et al., Noble, Wm. H., v., 19 I. C. C., 607.

Maryland, State of, v. P. R. R. Co., 30 I. C. C., 22.

Mason, R. E. & C. E. v. A. C. L. R. Co. (U. R. A-247), 27 I. C. C., 727.

Mason v. Chicago, Rock Island & Pacific Ry. Co., 12 I. C. C., 61.

Distinguished: R. R. Com. of Ohio v. V. H. V. Ry. Co., 12 I. C. C., 404.

This case was based on lack of authority in the Commission to fix in the first instance rules governing the conduct of the carriers' business or regulating its distribution of cars, but this does not hold or deny that the Commission will not come in and make an investigation and make a proper order where it is complained that by reason of improper distribution of cars, unlawful discrimination is practiced.

Mason Bros. v. S. P. Co., 25 I. C. C., 35.

Mason Bros. v. S. P. Co., 28 I. C. C., 402.

Mason City Brick & Tile Co. v. Chicago, Milwaukee & St. Paul Ry. Co., 20 I. C. C., 663.

Mason Fruit Jar Co. v. M., K. & T. R. Co., 22 I. C. C., 666.

Mason Gregg Grain Co. v. Wabash R. R. Co. et al., 17 I. C. C., 628.

Massachusetts-Main Wool Rates, 28 I. C. C., 396.

Massee & Felton Lumber Co. v. S. R. Co., 23 I. C. C., 110.

Cited: Standard Mirror Co. v. P. R. R. Co., 27 I. C. C., 205.

Claims for the breakage of glass shipped amounted to 6.90 per cent of the revenues. Under facts of cited case rate of 56 cents on window glass from Pittsburgh to Atlanta held not unjustly discriminatory.

Massillon Bridge & Structural Co. v. P. Co. (U. R. A-612), 30 I. C. C., 725.

Massillon Iron & Steel Co. v. Chicago, Milwaukee & St. Paul Ry. Co. et al., 19 I. C. C., 605.

Masters Lumber Co. v. L. & N. R. Co., 22 I. C. C., 662.

Masurite Explosive Co. v. Norfolk & Western Ry. Co. et al., 16 I. C. C., 530.

Masurite Explosive Co. v. Pittsburg & Lake Erie R. R. Co., 13 I. C. C., 405.

Cited: Masurite Explosive Co. v. N. & W. Ry. Co., 16 I. C. C., 530.

This case was filed to determine whether in its former opinion the Commission intended that through routes with through rates should be established to points located on defendant carrier's lines. It appeared that the tariffs filed in response to such order did publish such through rates.

Followed: Blumenstein v. P. & R. Ry. Co., 21 I. C. C., 90.
Rate on kanite in car-load and less-than-carload.

Cited: United States v. W. & N. R. R. Co., 26 I. C. C., 310.
Dynamite may be exploded by concussion, and, similarly to black powder, requires great care and involves great risk in handling.

Matter of Alleged Unlawful Rates and Practices in the Transportation of Coal & Mine Supplies by the Atchison, Topeka & Santa Fe Ry. Co., 10 I. C. C., 473.

Matter of Allowances to Elevators by the Union Pacific R. R. Co., 10 I. C. C., 309.

Matter of Charges for the Transportation and Refrigeration of Fruit Shipped from Points on the Pere Marquette & Michigan Central Railroads, 10 I. C. C., 360.

Cited: Consolidated Forwarding Co. v. So. P. Co., 10 I. C. C., 615.

Where carriers compell shippers to pay the icing charges established through the car lines or do without necessary refrigeration for their traffic, these charges become part of the shippers' cost of transportation and subject to regulation under the law.

Matter of Divisions of Joint Rates and Other Allowances of Terminal Railroads, 10 I. C. C., 385.

See also Division of Joint Rates.

Cited: Matter of Division of Joint Rates, 10 I. C. C., 673.

Where a transfer company was organized and had its receiving depot in the storehouse of a shipper for sole purpose of enabling such shipper to get a division of rate or allowance, the law looks through the fiction to the actual transaction.

Quoted: Stonega Coke & Coal Co. v. L. & N. R. R. Co., 23 I. C. C., 23.

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. While there may be grave objections to allowing shippers to build and operate railroads over which their traffic moves, the interstate commerce act does not prohibit it.

Matter of Divisions of Joint Rates & Other Allowances to Terminal Railroads, 10 I. C. C., 661.

Matter of Publication & Filing of Tariffs on Export & Import Traffic, 10 I. C. C., 55.

Matter of Transportation of Immigrants from N. Y. & Other Atlantic Ports to Western Destination, 10 I. C. C., 13.

Matter of the Transportation of Salt from Hutchison, Kansas, 10 I. C. C., 1.

See also Transportation of Salt from Hutchison.

Cited: Wylie v. Nor. P. R. Co., 11 I. C. C., 154.

The carrier has no right to make one rate for passengers whose journey ends at the terminus of its branch line and a lower rate for passengers who travel beyond that point by the stages of the transportation company or who patronize the hotels of the Associations.

Matter of Transportation of Salt from Points in Michigan to Mo. River Points & Intermediate Localities, 10 I. C. C., 148.

See Transportation of Salt from Points in Michigan.

Matthews, Samuel, v. Atchison, Topeka & Santa Fe R. R. Co., 5 I. C. C., 299.

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

Matthews, Samuel, v. Union Pacific Ry. Co., 5 I. C. C., 299.

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

Matthiessen & Hegeler Zinc Co. v. C. & N. W. Ry. Co. (U. R. A-273), 28 I. C. C., 724.

Mattingly, Bennet D., v. Pennsylvania Co., 3 I. C. C., 592.

Cited: Lehman, Higginson & Co. v. Sou. Pac. Co., 4 I. C. C., 17.

Commission has no power under the act to require carriers to enter into arrangements for through routes with through rates.

Cited: Boston Fr. & Pro. Ex. v. N. Y. & N. E. R. Co., 4 I. C. C., 677.

Distinguished: N. Y. & N. Ry. Co. v. N. Y. & N. E. R. Co., 4 I. C. C., 717.

No issue of discrimination raised. Case presented naked question whether the defendant company could be required to perform an intermediate switching service in hauling cars from the terminus of one road to a junction point with another road, are within one State, to be delivered by the latter to still another terminal company for carriage to their destination, when the defendant in the case had facilities of its own to deliver the cars to the same final terminal company. No question of discrimination between different connecting carriers was therefore involved.

Cited: N. Y. & N. Ry. Co. v. N. Y. & N. E. R. Co., 4 I. C. C., 726.

Cited: R. R. Com. of Fla. v. Sav., Fla. & W. Ry. Co., 5 I. C. C., 25.

Certain water lines held to be interstate carriers.

Cited: R. R. Com. of Geo. v. Clyde Steamship Co., 5 I. C. C., 369.

Cited: Gerke Brew. Co. v. L. & N. R. Co., 5 I. C. C., 604.

Cited: Phelps & Co. v. Tex. & Pac. Ry. Co., 6 I. C. C., 48.

"Common arrangement" as used in first section of the law, is construed.

Mattison, Cyrus C., v. P. Co., 23 I. C. C., 233.

Maxey, Joseph F., v. B. & O. S. W. R. Co., 26 I. C. C., 506.

Maxwell, A. T., v. Adams Express Co., 15 I. C. C., 609.

Maxwell, W. F., v. Wichita Falls & Northwestern Ry. Co. et al., 20 I. C. C., 197.

May, H. D., v. Edwin McNeill, 6 I. C. C., 520.

See Evans v. Union Pacific Ry. Co.

May Bros. v. Y. M. V. R. Co., 26 I. C. C., 323.

Distinguished: Chattanooga Log Rates, 30 I. C. C., 38.

The situation at Chattanooga is distinguishable from that existing at Memphis in that the originating and delivering road receives none of the outbound shipments of lumber made from the logs it hauls into Chattanooga.

Mayer, C. P., Brick Co. v. P., C., C. & St. L. R. Co., 22 I. C. C., 670.

Mayer Brick Co. v. P., C., C. & St. L. R. Co. (U. R. A-242), 27 I. C. C., 727.

Mayer Coal Co. v. Chicago, Milwaukee & St. Paul Ry. Co., 12 I. C. C., 492.

Mayer Coal Co. v. Missouri, Kansas & Texas Ry. Co. (972), 12 I. C. C., 586.

Mayer Fertilizer Co. v. Wabash R. R. Co. et al., 21 I. C. C., 684.

Mayor & City Council of Wichita, Ks., v. Atchison, Topeka & Santa Fe Ry. Co., 9 I. C. C., 507.

Mayor & City Council of Wichita, Ks., v. Atchison, Topeka & Santa Fe Ry. Co., 9 I. C. C., 558.

Cited: Johnston v. S. L. & S. F. R. Co., 12 I. C. C., 78.

Rates should possibly be reduced as country develops and traffic increases.

Cited: Dallas Frt. Bu. v. Gulf, Col. & S. F. Ry. Co., 12 I. C. C., 227.

The rate of \$1.50 a ton for a haul of 178 miles on lump coal used for comparison.

Cited: Lincoln Com. Club v. C. R. I. & P. Ry. Co., 13 I. C. C., 324.

Natural advantage of close proximity to Iowa coal field enjoyed by Omaha will not be equalized on Kansas coal by giving Lincoln same rate as Omaha.

Mayor & City Council of Wichita, Ks., v. Atchison, Topeka & Santa Fe Ry. Co., 9 I. C. C., 534.

Cited: Farmers' Club v. A., T. & S. F. Ry. Co., 12 I. C. C., 360.

The desirability of the grain traffic into Texas and the economy of its transportation outlined.

Cited: Miller Walnut Co. v. A., T. & S. F. Ry. Co., 13 I. C. C., 44.

Kansas City enjoys a competitive situation which gives it a lower rate on grain to Galveston for export than Oklahoma City enjoys.

Quoted and cited: Sioux City T. E. Co. v. C., M. & St. P. Ry. Co., 27 I. C. C., 462.

Kansas City ships grain out at the proportional rate irrespective of the route by which it reached that market, while Wichita can only ship out by the line that brought it in. The prevalence of different rules is due to competitive conditions.

Mayor & City Council of Wichita, Ks., v. Chicago, Rock Island & Pacific Ry. Co., 9 I. C. C., 569.

Mayor & City Council of Wichita, Kans., v. Missouri Pacific Ry. Co., 10 I. C. C., 35.

Cited: Howard Mills Co. v. Mo. Pac. Ry. Co., 12 I. C. C., 263.

The differential on wheat and flour maintained.

Distinguished: Texas Brewing Co. v. A., T. & S. F. Ry. Co., 21 I. C. C., 174.

The question involved here is not whether defendants may lawfully make a difference between rates on barley and malt, but whether the rates on malt are reasonable.

Mayor & City Council of Hutchinson, Kansas, Interveners in Mayor & City Council of Wichita, Kansas, v. Atchison, Topeka & Santa Fe Ry. Co., 9 I. C. C., 507.

Mayor & City Council of Vienna, Ga., v. Ga. Sou. & Fla. Ry. Co., 28 I. C. C., 173.

Cited: Montezuma, Ga., v. C. of G. Ry. Co., 28 I. C. C., 284.

The situation in present case similar to that in cited case.

Cited: Mayor and City Council of Douglas, Ga., v. A., B. & A. R. R. Co., 28 I. C. C., 451.

The rates to the section under consideration are constructed on the basing-point system which was discussed in cited case.

Mayor & Council of Boston, Ga., v. A. C. L. R. Co., 24 I. C. C., 50.

Compared: Pelham, Ga., v. A. C. L. R. R. Co., 28 I. C. C., 437.

The complaining town is in active competition with basing point and because of basing-point system of rate making is at an unlawful disadvantage as found in cited case.

Mayor & Council of Douglas, Ga., v. A. B. & A. R. Co., 28 I. C. C., 445.

Mayor & Council of Tifton, Georgia, v. Louisville & Nashville R. R. Co., 9 I. C. C., 160.

Carriers ordered to cease charging higher rates from New York City and other points for the shorter haul to Tifton, Ga., than for the longer haul to Valdosta and Albany, Ga., on the ground that such practice constituted a violation of sections 3 and 4.

Interstate Commerce Commission v. Louisville & Nashville R. R. Co.

Not reported.

C. C. S. D. Ga.

Suit to compel obedience to Commission's order discontinued upon substantial compliance with order by carriers. (Senate Hearings, Committee on Interstate Commerce, 1904-5, vol. 5, p. 327-328.)

Cited: Cham. of Com., Ashburn, Ga., v. G. S. & F. Ry. Co., 23 I. C. C., 146.

Cited: Mayor and Council of Boston, Ga., v. A. C. L. R. R. Co., 24 I. C. C., 52.

Held unlawfully discriminatory for carriers to maintain lower rates to Valdosta than to Tifton, the distance and service to and at these points being substantially the same.

Cited: Mayor and Council of Vienna, Ga., v. G. S. & F. Ry. Co., 28 I. C. C., 176.

The basing point system of rate making referred to.

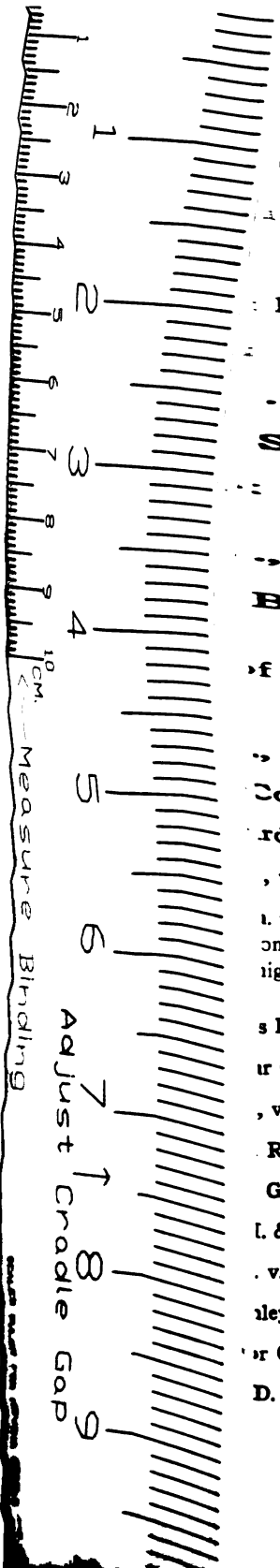
Cited: Mayor and Council of Douglas, Ga., v. A. B. & A. R. R. Co., 28 I. C. C., 451.

The rates appear to be an incongruous outcome of previous adjustments and charges made without any consistent plan comprehending just and equal rights for all.

McCaa Coal Co. v. C. & C. Ry. Co., 30 I. C. C., 531.

McCann v. Atchison, Topeka & Santa Fe Ry. Co. (870), 12 I. C. C., 584.

- McCarthy & Son v. A., T. & S. F. Ry. Co.** (6197), 30 I. C. C., 713.
- McCarthy, Dennis, Fiscal Supervisor of State Charities of New York, v. D., L. & W. R. Co.,** 24 I. C. C., 714.
- McCaul-Dinsmore Co. v. Chicago Great Western Ry. Co.,** 14 I. C. C., 527.
- McCaul-Dinsmore Co. v. Chicago, Milwaukee & St. Paul Ry. Co. et al.,** 20 I. C. C., 15.
- McCaul-Webster Elevator Co. v. Chicago, Milwaukee & St. Paul Ry. Co. et al.,** 18 I. C. C., 617.
- McCaul-Dinsmore Co. v. C., St. P., M. & O. Ry. Co.** (U. R. A-342), 28 I. C. C., 733.
- McClelen, E. D., v. Southern Ry. Co.,** 6 I. C. C., 588.
- Carriers ordered to cease charging the existing rates from North Atlantic ports, which are higher for the shorter haul to Piedmont, Ala., than for the longer haul to Anniston, Ala., on the ground that the existing rates are in violation of section 4.
- Interstate Commerce Commission v. Southern Ry. Co.**
105 Fed. 703. November 3, 1900.
C. C. N. D. Ala., S. D. Bruce, J.
Commission's order held to be invalid on the ground that the Commission erred in not considering competition between railroads subject to the act as an element justifying the existing rate adjustment.
- McCloud River Lumber Co. et al. v. Southern Pacific Co. et al.,** 19 I. C. C., 603.
- McCloud River Lumber Co. v. S. P. Co.,** 24 I. C. C., 89.
- McClung, C. M. & Co. v. S. R. & Co.,** 22 I. C. C., 582.
- McClung, C. M. & Co. v. L. & N. R. Co.,** 23 I. C. C., 414.
- McCook, John H., v. Colorado Fuel & Iron Co.,** 6 I. C. C., 488.
- See **Colo. Fuel & Iron Co. v. Southern Pacific Co.**
- McCook, John J., v. Commercial Club of Omaha,** 6 I. C. C., 647.
- McCook, John J., v. Johnston-Larimer Dry Goods Co.,** 6 I. C. C., 568.
- See **Johnston-Larimer Dry Goods Co. v. Atchison, Topeka & Santa Fe Ry. Co.**
- McCord Mercantile Co. v. Atchison, Topeka & Santa Fe Ry. Co. et al.,** 21 I. C. C., 675.



- Chicago, Burlington & Quincy R. R. Co., 14 I. C. C., 611.
- W. C. & S. R. Co., 24 I. C. C., 711.
- Wells, v. L. & N. R. Co., 25 I. C. C., 48.
- W. H., v. S. P. Co., 24 I. C. C., 719.
- Central Vermont Ry. Co. et al., 21 I. C. C., 577.
- S. Ry. Co. (U. R. A-385), 28 I. C. C., 738.
- W. v. Missouri, Kansas & Texas Ry. Co. (1038), 12 I. C.
- W. v. H. W. Behlmer, 6 I. C. C., 257.
- Board of Trade of the City of Lynchburg, Va., 6 I. C.
- Board of Trade of the City of Lynchburg, Va., v. Old Dominion
- W. v. S. P. Co., 27 I. C. C., 660.
- Co. (U. R. A-303), 28 I. C. C., 728.
- Hardware Co. v. St. L. & S. F. R. Co., 26 I. C. C., 466.
- W. v. Mo. Pacific Ry. Co., 8 I. C. C., 630.
- W. v. No. Pac. Ry. Co., 9 I. C. C., 15.
- Confined solely to a comparison of rates is not sufficient to
higher charges as unreasonable per se.
- W. Milling Co. v. S. R. Co., 24 I. C. C., 706.
- W. Co. v. St. L. & S. F. R. R. Co. (6120), 29 I. C. C., 713.
- W. v. S. P. Co. (U. R. A-216), 27 I. C. C., 723.
- W. Ry. Co. (U. R. A-359), 28 I. C. C., 735.
- Grocery Co. v. C., M. & St. P. R. Co., 26 I. C. C., 563.
- L. & Son v. N. C. & St. P. R. Co., 25 I. C. C., 711.
- W. v. Adams Ex. Co., 12 I. C. C., 489.
- W.ley King Co v. M. S. S. Co., 22 I. C. C., 108.
- W. Car Co. v. G. T. R. Co. of C., 26 I. C. C., 315.
- D. & R. G. R. Co. (U. R. A-261), 27 I. C. C., 729.

McLean Lumber Co. v. L. & N. R. Co., 22 I. C. C., 349.

Cited: Investigation and Suspension Docket No. 115, 24 I. C. C., 696.

Cited: Blue Grass Lumber Co. v. L. & N. R. R. Co., 26 I. C. C., 442.

The rates on hardwood lumber from North Birmingham, Ala., to Philadelphia, Pa., and New Brunswick, N. J., found in cited case to be unreasonable in so far as they exceeded by more than 2 cents the rates contemporaneously in effect on yellow pine lumber.

McLoughlin, James J., v. T. & P. R. Co., 26 I. C. C., 307.

McMillan, James & Co. v. Western Classification Committee, 4 I. C. C., 276.

McMorran, Henry & Edmund B. Harrinton v. Grand Trunk Ry. of Canada, 3 I. C. C., 252.

Cited: N. Y. B'd of Tr'd & Tr'n v. Penn. R. Co., 4 I. C. C., 527.

Cited: Export and Domestic Rates, 8 I. C. C., 269.

Articles classified alike are presumptively entitled to equal rates, and if a difference is made by a carrier it assumes the burden of sustaining it by satisfactory evidence.

Cited: Chas. P. Perry v. Fl. Cen. & Penins. R. Co., 5 I. C. C., 111.

The Commission will fix a reasonable rate or prescribe a reasonable maximum.

Cited: B'd of Tr'd of Troy, Ala., v. Ala. Mid. Ry. Co., 6 I. C. C., 23.

Quoted: Freight Bureau v. Cinn., N. O. & T. P. R. Co., 6 I. C. C., 236.

Quoted: Com. Club of Omaha v. Chic., R. I. & P. R. Co., 6 I. C. C., 674.

Due regard to distance proportions should be observed in connection with the other considerations that are material in fixing transportation charges.

McMurtry & Co. v. N. & W. Ry. Co. (U. R. A-580), 30 I. C. C., 721.

McNeal, W. S., v. B. & O. R. R. Co., 6 I. C. C., 284.

McNeal, W. W., v. Lake Erie & Western R. R. Co., 6 I. C. C., 284.

McNeill, Edwin, v. H. D. May, 6 I. C. C., 520.

See Evans v. Union Pacific Ry. Co.

McNeill, Edwin, v. Milton Evans, 6 I. C. C., 520.

See Evans v. Union Pacific Ry. Co.

McNulta, John, Receiver Wabash R. R. Co., v. Board of Trade of City of Chicago, 4 I. C. C., 158.

See Chicago Board of Trade v. Chicago & Alton R. R. Co.

McPherson, Thomas B., v. Chicago, Burlington & Quincy Ry. Co., 18 I. C. C., 608.

McRae Grocery Co. v. Southern Ry. Co., 12 I. C. C., 83.

McRae Terminal Co. v. Southern Ry. Co., 12 I. C. C., 270, 545.

The report on the second hearing (12 I. C. C., 545, 548) qualifies the first holding directing the physical connections to be made only with the Seaboard Air Line Railway and denying without prejudice the petition as to the Southern Railway Company.

McRoy Clay Works v. C. & E. I. R. Co., 24 I. C. C., 706.

McShane Lumber Co. v. Houston, East & West Texas Ry. Co. et al., 20 I. C. C., 669.

McVeagh, Franklin & 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.*

Mead Auto Co. v. Chicago, Burlington & Quincy R. R. Co., 21 I. C. C., 685.

Mead Oil Co. v. Wabash R. R. Co. et al., 21 I. C. C., 680.

Meanea, F. A., v. U. P. R. Co. (U. R. A-243), 27 I. C. C., 727.

Medberry-Findeisen Co. v. Chicago & North Western Ry. Co. et al., 19 I. C. C., 616.

Medford Traffic Bureau v. S. P. Co., 23 I. C. C., 701.

Meek Lumber Co. v. C., B. & Q. R. Co., 24 I. C. C., 711.

Meeker & Co. v. Lehigh Valley R. R. Co., 21 I. C. C., 129.

Carriers ordered to reduce to a specified amount their rates on various sizes of anthracite coal from Wyoming region, Pennsylvania, to Perth Amboy, N. J., on the ground that the existing rates are unreasonable and unjustly discriminatory. Reparation to be awarded.

Lehigh Valley R. R. Co. v. United States.

190 Fed. 1023; 1 Com. Ct. 163. October 12, 1911.

Commerce Court No. 49.* Per curiam.

*No. 49 was reinstated as No. 70.

Carriers' application for a temporary injunction against enforcement of Commission's order denied.

Lehigh Valley R. R. Co. v. United States.

204 Fed. 986. April 25, 1913.

Commerce Court No. 70.* Hunt, J.

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

Meeker & Co. v. Lehigh Valley R. R. Co.

Not reported. Holland, J.

D. C. E. D. Pa.

Damages in the sum of \$109,280.17 awarded based on Commission's award of reparation.

Lehigh Valley R. R. Co. v. Meeker.

211 Fed. 785. August 27, 1913.

C. C. Apps. 3d Cir. Gray, J.

Lower court reversed on the ground that there was no proof of damage. It was held that the report of the Commission did contain a set of findings of facts within the meaning of section 16 and that it was error for the trial court to submit to the jury the entire report of the Commission containing statements, arguments, and opinion. It was further held that section 16 barred all claims accruing to the shipper prior to July 17, 1905.

Lehigh Valley R. R. Co. v. Meeker.

211 Fed. 785, 802. February 19, 1914.

C. C. Apps. 3d Cir. Gray, J.

On rehearing former decision adhered to.

Meeker v. Lehigh Valley R. R. Co. (Two cases.)

Supreme Court, United States. Opinions Nos. 434, 435.

February 23, 1915. Van Deventer, J.

Commission's orders held valid.

Followed: Meeker & Co. v. Lehigh Valley R. R. Co., 23 I. C. C., 480.

Claim for reparation on basis of former finding of unreasonableness of certain coal rates.

Cited: Marian Coal Co. v. D., L. & W. R. R. Co., 24 I. C. C., 145.

Coal rates from Wyoming region of Pennsylvania to Perth Amboy, N. J. (tidewater), of \$1.55 per ton on prepared sizes, \$1.40 per ton on pea, and \$1.20 on buckwheat, were unreasonable so far as they exceeded \$1.40 on prepared sizes, \$1.30 on pea, and \$1.15 on buckwheat.

Meeker & Co. v. L. V. R. Co., 23 I. C. C., 480.

Meekus, Ferdinand, v. W. R. Co., 26 I. C. C., 716.

Meidinger Bros. v. Chicago, Milwaukee & St. Paul Ry. Co. et al., 17 I. C. C., 615.

Meilink Manufacturing Co. v. Wabash R. R. Co. et al., 17 I. C. C., 614.

Melton, Robert & Co. v. Louisville & Nashville R. R. Co., 8 I. C. C., 377.

See Savannah Bureau of Freight & Trans. v. Louisville & Nashville R. R. Co.

Memorandum: When a Cause of Action Accrues Under the Act, 15 I. C. C., 201.

See *When a Cause of Action Accrues, etc.*

Memphis & Charleston R. R. Co., H. W. Behlmer v., 6 I. C. C., 257.

Memphis & Charleston R. R. Co., S. C. Capehart v., 4 I. C. C., 265.

See *Capehart v. L. & N. R. R. Co.*

Memphis & Charleston R. R. Co., Holmes & Co. v., 8 I. C. C., 561.

See *Holmes v. Southern Ry. Co.*

Memphis Cotton Oil Co. et al v. Illinois Central R. R. Co. et al., 17 I. C. C., 313.

Cited: Com. Club of Omaha v. So. Pac. Co., 18 I. C. C., 56.

Burden of proof where a rate long in force is advanced and later restored to its former basis and shipments move at the higher rate.

Cited: Com. Club of Omaha v. A. & S. R. Ry. Co., 18 I. C. C., 536.

Cited: Com. Club of Omaha v. A. & S. Ry. Co., 19 I. C. C., 421.

The mere fact that a rate has been raised carriers with it no presumption that it was not rightfully done.

Cited: Anadarko Cotton Oil Co. v. A., T. & S. F. Ry. Co., 20 I. C. C., 45.

The rates in the territory adjacent to the Mississippi River are influenced by water competition.

Cited: Roberts Cotton Oil Co. v. I. C. R. R. Co., 21 I. C. C., 249.

The 2-cent general advance in cottonseed oil rates was approved.

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

See *In re Express Rates.*

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

Memphis Freight Bureau v. B. & O. R. R. Co., 28 I. C. C., 543.

Memphis Freight Bureau v. Fort Smith & Western R. R. Co., 13 I. C. C., 1.

Cited: Frace v. Chic. & Alton R. R. Co. et al., 13 I. C. C., 456.

Cited and reaffirmed: Colo. Coal Traffic Asso. v. D. & R. G. R. R. Co., 23 I. C. C., 461.

A carriers first duty is to the shippers entirely dependent upon it for transportation facilities, and it may not be compelled nor may it voluntarily divert its equipment to shippers on another line when to do so would deprive its local shippers of needed equipment.

Memphis Freight Bureau v. I. C. R. R. Co., 27 I. C. C., 1, 507.

Memphis Freight Bureau v. I. C. R. R. Co. (U. R. A-488), 29 I. C. C., 728.

Memphis Freight Bureau for Memphis Rice Mill v. I. C. R. R. Co., 30 I. C. C., 741.

Memphis Rice Mill, Memphis Freight Bureau for, v. I. C. R. R. Co., 30 I. C. C., 471.

Memphis Freight Bureau v. I. C. R. R. Co. (U. R. A-632), 30 I. C. C., 728.

Memphis Freight Bureau v. Kansas City Southern Ry. Co. et al., 17 I. C. C., 90.

Cited: Maxwell v. W. F. & N. W. Ry. Co., 20 I. C. C., 198.

Cited: Goldenberg v. Clyde S. S. Co., 20 I. C. C., 528.

Cited: Hampton Mfr. Co. v. Old Dominion S. S. Co., 27 I. C. C., 668.

Where a transportation service is performed, for which no tariff authority whatever exists, and where the shipper has paid the sum claimed by the carrier for the service, the Commission has jurisdiction to determine the reasonable charge for the service, and to order repayment of the amount in excess thereof collected by the carrier.

Memphis Freight Bureau v. L. & N. R. R. Co., 26 I. C. C., 402.

Cited: Traffic Bureau, Nashville, Tenn., v. L. & N. R. R. Co., 28 I. C. C., 537.

The rate on coal to Memphis of \$1.10 became effective April 1, 1911, and is an advance of 10 cents over the rate which obtained during the preceding nine years, and this advance was found reasonable in cited case where the history of the rate is reviewed.

Memphis Freight Bureau v. Mobile, Jackson & Kansas City R. R. Co. et al., 17 I. C. C., 613.

Memphis Freight Bureau v. St. Louis & San Francisco R. R. Co. et al., 17 I. C. C., 621.

Memphis Freight Bureau et al. v. St. Louis & San Francisco R. R. Co. et al., 21 I. C. C., 113.

Cited: Masee & Felton Lumber Co. v. S. Ry. Co., 23 I. C. C., 114.

A rate of 30 cents on rough ribbed glass from St. Louis to Memphis, 305 miles, found not unreasonable. This was regular fifth class rate, which applied also on window glass.

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.

A rate may be reasonable at one period of its existence and because of changed conditions and circumstances become unreasonable at a later period.

Memphis Freight Bureau v. St. L. & S. F. R. Co., 22 I. C. C., 548.

Memphis Freight Bureau v. St. L. & S. F. R. Co., 24 I. C. C., 602.

Memphis Freight Bureau v. St. L., I. M. & S. R. Co., 22 I. C. C., 548.

Cited: New Roads Oil Mill & Mfg. Co. v. St. L., I. M. & S. Ry. Co., 24 I. C. C., 168.

Rates on cottonseed from Arkansas points on the line of the St. Louis, Iron Mountain & Southern Railway to Memphis passed on and reasonable rate fixed in cited case.

Memphis Freight Bureau v. St. L., I. M. & S. R. Co., 24 I. C. C., 547.

Memphis Freight Bureau v. St. Louis Southwestern Ry. Co., 20 I. C. C., 33.

Cited: East St. Louis Cotton Oil Co. v. St. L. & S. F. R. R. Co., 20 I. C. C., 40.

Cited: East St. Louis Cotton Oil Co. v. St. L. & S. F. R. R. Co., 22 I. C. C., 537. Supplemental complaint.

Two cases similar in that rates on cotton seed from Arkansas points to Memphis, Tenn., as compared with rates on the same commodity from the same points of origin in Arkansas to East St. Louis, practically prohibit the movement of said seed from Arkansas points to Memphis.

Cited: Memphis Frt. Bu. v. St. L., I. M. & S. Ry. Co., 22 I. C. C., 554.

The bridge arbitrary at Memphis is a factor entitled to consideration in Memphis rates.

Cited: Lou. Cotton Seed Products Co. v. L. & N. R. R. Co., 26 I. C. C., 609.

Rate of 15 cents on cottonseed contended for is similar to rate approved in cited case for distance of 280 to 320 miles.

Memphis Freight Bureau v. St. Louis Southwestern Ry. Co., 18 I. C. C., 67.

Reaffirmed: Riverside Mills v. Georgia R. R. Co., 20 I. C. C., 423.

An informal complaint showing the date of shipment, its weight, and the rate charged and collected, coupled with an allegation that the rate assessed was unreasonable is a sufficient presentation of a claim to come within the provisions of section 16.

Memphis Freight Bureau v. St. L. S. W. R. Co., 22 I. C. C., 537.

Cited and followed: Memphis Frt. Bu. v. St. L., I. M. & S. Ry. Co., 22 I. C. C., 557.

No testimony with regard to reparation was offered and no reference made to it in brief or argument, therefore denied.

Memphis Freight Bureau et al. v. Transcontinental Freight Bureau et al., 21 I. C. C., 397.

Memphis Freight Bureau v. U. S. Exp. Co. (U. R. A-424), 29 I. C. C., 720.

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

Memphis Grain & Hay Asso. v. I. C. R. Co., 24 I. C. C., 609.

Memphis Grain & Hay Asso. v. St. L. & S. F. R. Co., 24 I. C. C., 609.

Cited: Transit Case, 24 I. C. C., 355.

When a commodity such as mixed feeds is manufactured from materials more than 20 per cent of which was of non-transit, it should no longer be considered a separate and distinct commodity and take a rate specifically prescribed therefor from the transit point.

Cited: Toledo Produce Ex. v. A. A. R. R. Co., 27 I. C. C., 541.

Two cases resemble each other because of lines of defense urged in each.

Quoted: Paducah B'd of Trade v. I. C. R. R. Co., 29 I. C. C., 591.

"We recognize the right of the Illinois Central so to adjust its rates as to reserve to its own line the long haul on traffic from the originating territory reached by its rails, but only so far as this may be done without trespassing on the rights of shippers."

Memphis Merchants Exchange v. T., St. L. & W. R. R. Co. (U. R. A-408), 29 I. C. C., 718.

Menasha Woodenware Co. v. Atchison, Topeka & Santa Fe Ry. Co., 11 I. C. C., 666.

Menasha Woodenware Co. v. Chicago & North Western Ry. Co. et al., 17 I. C. C., 626.

Menasha Woodenware Co. v. Chicago & North Western Ry. Co. et al., 17 I. C. C., 626.

Menasha Woodenware Co. v. Chicago & North Western Ry. Co. et al., 17 I. C. C., 626.

Menasha Woodenware Co. v. Chicago & North Western Ry. Co. et al., 17 I. C. C., 626.

Menasha Woodenware Co. v. Chicago & North Western Ry. Co. et al., 21 I. C. C., 685.

- Menasha Woodenware Co. v. C. & N. W. Ry. Co.**, 24 I. C. C., 716.
- Menasha Woodenware Co. v. Chicago, Milwaukee & St. Paul Ry. Co. et al.**, 19 I. C. C., 614.
- Menasha Woodenware Co. v. Chicago, Milwaukee & St. Paul Ry. Co. et al.**, 19 I. C. C., 615.
- Menasha Woodenware Co. v. Chicago, Milwaukee & St. Paul Ry. Co. et al.**, 21 I. C. C., 678.
- Menasha Woodenware Co. v. M., St. P. & S. Ste. M. Ry. Co.** (U. R. A-651), 30 I. C. C., 730.
- Menasha Woodenware Co. v. Wisconsin Central Ry. Co. et al.**, 17 I. C. C., 625.
- Menasha Woodenware Co. v. Wisconsin Central Ry. Co. et al.**, 17 I. C. C., 626.
- Menasha Woodenware Co. v. Wisconsin Central Ry. Co. et al.**, 19 I. C. C., 614.
- Menefee Bros. v. Roosevelt & Western R. R. Co. et al.**, 20 I. C. C., 672.
- Menefee Bros. v. Vicksburg, Shreveport & Pacific Ry. Co. et al.**, 19 I. C. C., 117.
- Menefee Bros. v. V., S. & P. R. Co.**, 24 I. C. C., 718.
- Menefee Lumber Co. v. Texas & Pacific Ry. Co.**, 15 I. C. C., 49.
- Cited*: Harlow Lumber Co. v. A. C. L. R. R. Co., 15 I. C. C., 503.
- Cited*: Penn. Tobacco Co. v. Old Dominion S. S. Co., 18 I. C. C., 198.
- Reaffirmed*: Georgia-Carolina Brick Co. v. S. Ry. Co., 20 I. C. C., 148.
- 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.
- Menzies-DuBois Auto Co. v. O.-W. R. R. & Nav. Co.**, 28 I. C. C., 412.
- Mercantile Lumber & Supply Co. v. K. C. S. R. Co.**, 24 I. C. C., 719.
- Mercantile Lumber & Supply Co. v. St. L. S. W. Ry. Co.**, 28 I. C. C., 701.
- Merchants' & Mrs.' Asso. of Milwaukee, 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.
- Merchants & Manufacturers Asso. of Baltimore v. A. C. L. R. Co.**, 22 I. C. C., 467.

Cited and quoted: Brunswick-Balke-Callender Co., v. A., T. & S. F. Ry. Co., 23 I. C. C., 398.

Rules as laid down in the six decided cases as to bulky articles. The principle laid down is that these long and bulky articles should be transported in box cars in every case where it is possible to do so, and when so transported they shall be charged at the regular rates for less-than-carload shipments. When the shipment solely because of its length or bulk is actually transported on an open car, the rule applying a higher rate and minimum may be enforced.

Merchants & Mfrs. Asso. of Baltimore v. A. C. R. Co., 23 I. C. C., 129.

Merchants & Manufacturers Asso. v. B. & O. R. R. Co., 30 I. C. C., 388.

Followed: Merchants & Mfrs. Asso. v. C. R. R. Co. of N. J., 30 I. C. C., 401.

Followed: Judd & Detweiler v. B. & O. R. R. Co., 30 I. C. C., 459.

The rates from New York to Baltimore found not unreasonable or discriminatory.

Followed: Chamber of Com. of Wash., D. C., v. B. & O. R. R. Co., 30 I. C. C., 447.

To the extent of the reasonable cost of store-door delivery as formerly maintained, the burden was on the carriers to justify its withdrawal and consequent increase of cost to shippers.

Merchants & Manufacturers Asso. v. C. C. R. R. Co., 30 I. C. C., 29.

Merchants & Manufacturers Asso. v. C. R. R. Co. of N. J., 30 I. C. C., 396.

Merchants & Mfrs. Asso. of Baltimore v. P. R. Co., 23 I. C. C., 474.

Cited: Traffic Bureau of Nashville, Tenn., v. L. & N. R. R. Co., 28 I. C. C., 541.

Terminals are either open or they are not, and a carrier may not exercise an arbitrary discretion based upon a strained construction of the proviso of section 3, in saying for what roads and what traffic it will open its terminals and for what other roads and traffic it will decline so to do.

Cited: Waverly Oil Works Co. v. P. R. R. Co., 28 I. C. C., 624.

Cited: Seattle Chamber of Commerce v. G. N. Ry. Co., 30 I. C. C., 690.

Because carrier maintains a per car switching charge in one terminal it does not necessarily follow that it will be required to establish its charges at its terminals in another community on the same basis or at the same rate.

Cited: Switching at Baltimore, Md., 30 I. C. C., 581.

The changes proposed make applicable rates suggested in cited case, but the cited case has been reopened.

Merchants & Mfrs. Asso. of Birmingham Freight Bureau v. L. & N. R. R. Co. (U. R. A-680), 30 I. C. C., 734.

Merchants' & Miners' Transportation Co. Alleged Unlawful Charges for Transportation of Vegetables v., 8 I. C. C., 585.

Merchants' & Miners' Transportation Co., Board of Trade of the City of Lynchburg, Va., v., 6 I. C. C., 632.

See Board of Trade of the City of Lynchburg, Va., v. Old Dominion S. S. Co.

Merchants' & Miners' Transportation Co., Chamber of Commerce of Chattanooga v., 10 I. C. C., 111.

See Chamber of Commerce of Chattanooga v. Southern Ry. Co.

Merchants' & Miners' Transportation Co., Charlotte Shippers' Asso., v., 11 I. C. C., 108.

See Charlotte Shippers' Asso. v. S. Ry. Co.

Merchants' & Miners' Transportation Co., Chicago Freight Bureau v., 6 I. C. C., 195.

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

Merchants' & Miners' Transportation Co., Derr Mfg. Co. v., 9 I. C. C., 646.

See Derr Mfg. Co. v. Penn. R. R. Co.

Merchants' & Miners' Transportation 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.

Merchants Coal Co. v. B. & O. R. R. Co. (1282), 29 I. C. C., 708.

Merchants Cotton Press & Storage Co. et al. v. Illinois Central R. R. Co. et al., 17 I. C. C., 98.

Merchants Exchange of St. Louis v. B. & O. R. R. Co., 30 I. C. C., 700.

Merchants' Exchange of San Francisco, Traffic Bureau, v. Southern Pacific Co., 19 I. C. C., 259.

See Traffic Bureau of the Merchants' Exchange of San Francisco v. S. P. Co.

Merchants Freight Bureau of Little Rock, Ark., v. A., T. & S. F. R. Co., 26 I. C. C., 543.

Merchants' Freight Bureau of Little Rock, Ark., v. Midland Valley R. R. Co., 13 I. C. C., 243.

Cited: Cedar Hill C. & C. Co. v. C. & S. Ry. Co., 17 I. C. C., 481.

Cited: St. Louis, Sprgfd & P. R. R. v. P. & P. U. Ry. Co., 26 I. C. C., 234.

While at common law a common carrier was not compelled to accord traffic coming off the rails of other carriers and not originating on its own line the necessary facilities for through movement, yet under the act the reverse of this is now true.

Merchants Freight Bureau of Little Rock for the Southern Cotton Oil Co. v. F. S. & W. R. R. Co. (5911), 29 I. C. C., 712.

Merchants Freight Bureau of Little Rock, Ark., v. Missouri Pacific Ry. Co. et al., 21 I. C. C., 573.

Merchants Freight Bureau of Little Rock, Ark., v. St. Louis, Iron Mountain & Southern Ry. Co. et al., 18 I. C. C., 609.

Merchants Freight Bureau of Little Rock, Ark., v. St. L., I. M. & S. R. Co., 26 I. C. C., 708.

Merchants Freight Bureau of Little Rock, Ark., for Mt. Olive Stave Co., v. St. L., I. M. & S. Ry. Co. (5935), 28 I. C. C., 720.

Merchants Freight Bureau of Little Rock v. St. L., I. M. & S. Ry. Co. (U. R. A-633), 30 I. C. C., 728.

Merchants Freight Bureau of Little Rock, Ark., v. W. C. F. & N. R. Co., 27 I. C. C., 111.

Merchants' Traffic Asso. v. Atchison, Topeka & Santa Fe Ry. Co., 13 I. C. C., 283.

Quoted: Rose v. B. & A. R. R. Co., 18 I. C. C., 427.

Cited: Griffing v. C. & N. W. Ry. Co., 25 I. C. C., 135.

"On the whole we think the rate applied on the shipment of motor-cycles should not exceed that imposed on bicycles."

Cited: Motorcycle Mfgs. Asso. v. B. & O. R. R. Co., 26 I. C. C., 128.
Motorcycle rate of first class established from St. Louis to Denver.

Merchants Traffic Asso. v. New York, New Haven & Hartford R. R. Co., 13 I. C. C., 225.

Cited: City of Spokane v. N. P. Ry. Co., 21 I. C. C., 417.
Transcontinental rates are affected by water competition.

Merchants Traffic Asso. v. Pacific Express Co., 13 I. C. C., 131.

Merchants Traffic Asso. v. Oregon R. R. & Navigation Co. (1176), 14 I. C. C., 635.

Merchants' Union of Spokane Falls v. Northern Pacific R. R. Co., 5 I. C. C., 478.

Carriers ordered to cease charging the existing class rates on mixed carload lots at carload rates from the east, which are higher for the shorter haul to Spokane, Wash., than for the longer haul to Pacific coast points, on the ground that such rates are unreasonable and in violation of section 4 to the extent that they exceed the rates prescribed by the Commission. As to commodity rates competition found to justify difference.

Farmers' Loan & Trust Co. v. Northern Pacific Ry. Co.

83 Fed. 249. October 16, 1897.

C. C. D. Wash., N. D. Hanford, J.

Commission's order held to be invalid (1) on the ground that the Commission is without power to fix rates and (2) on the ground that the order is too indefinite. No appeal.

Cited: Brewer & Hanleiter v. L. & N. R. Co., 7 I. C. C., 235.

Water competition which would create dissimilar circumstances under the fourth section must be actual competition which is of controlling force, in respect to traffic important in amount.

Cited: City of Spokane v. N. P. Ry. Co., 15 I. C. C., 384, 389.

The transcontinental rates are fixed by water competition which in the main justifies the rate system in transcontinental tariffs. But it was found in former case that Spokane was discriminated against.

Meridian Board of Trade & Cotton Exchange v. A. G. S. R. R. Co., 28 I. C. C., 360.

Meridian Fertilizer Co. v. V., S. & P. R. Co., 26 I. C. C., 224.

Meridian Fertilizer Factory v. L. & N. R. R. Co., 30 I. C. C., 494.

Meridian Fertilizer Factory v. M. & O. R. Co., 22 I. C. C., 668.

Meridian Fertilizer Factory v. T. & P. R. Co., 26 I. C. C., 351.

Meridian Fertilizer Factory v. Vicksburg, Shreveport & Pacific Ry. Co. et al., 20 I. C. C., 554.

Cited: Meridian Fertilizer Factory v. V., S. & P. Ry. Co. et al., 26 I. C. C., 225.

In cited case rates of 12 and 13½ cents on fertilizer from Shreveport to Hamburg and Crossett, Ark., were found to be unreasonable, 11-cent rate established.

Meridian Fertilizer Factory v. Vicksburg, Shreveport & Pacific Ry. Co. et al., 20 I. C. C., 657.

Meritas Mills v. N. Y., N. H. & H. R. Co., 26 I. C. C., 718.

Merle, A. Co. v. Atchison, Topeka & Santa Fe Ry. Co. et al., 17 I. C. C., 471.
475.

Cited: A. Merle Co. v. N. Y., N. H. & H. R. R. Co., 17 I. C. C., 586.
Rate fixed on metal furniture knobs and trimmings.

Merle, A. Co. v. New York Central & Hudson River R. R. Co. et al., 17 I. C. C., 475.

Cited: City of Spokane v. N. P. Ry. Co., 21 I. C. C., 417.
Transcontinental rates are affected by water competition.

Merle, A. Co. v. New Haven & Hartford R. R. Co. et al., 17 I. C. C., 585.

Merrell, P. B. Co. v. Chicago, Burlington & Quincy R. R. Co. et al., 17 I. C. C., 615.

Merriam & Holmquist Co. v. Chicago & Northwestern Ry. Co. (1270), 13 I. C. C., 682.

Merriam & Holmquist Co. v. Chicago Great Western Ry. Co. (1272), 13 I. C. C., 682.

Merriam & Holmquist Co. v. Chicago, Milwaukee & St. Paul Ry. Co. (1273), 13 I. C. C., 682.

Merriam & Holmquist Co. v. Illinois Central R. R. Co. (1271), 13 I. C. C., 682.

Merriam & Holmquist v. Union Pacific R. R. Co., 16 I. C. C., 337.

Mershon, Schuette, Parker & Co. v. Central R. R. Co. of New Jersey, 10 I. C. C., 456.

Mesilla Valley Produce Exchange, Inc., v. A., T. & S. F. R. Co. (U. R. A-229), 27 I. C. C., 725.

Metals Extraction & Refining Co. v. Chicago, Milwaukee & St. Paul Ry. Co., 17 I. C. C., 11.

Metropolis Commercial Club v. I. C. R. R. Co., 30 I. C. C., 40.

Rates on lumber and logs from points in Tennessee, Alabama, Mississippi, Louisiana, and Arkansas to Metropolis, Ill., found unduly prejudicial against Metropolis in favor of Cairo, Ill.

St. Louis, Iron Mountain & Southern Ry. Co. v. United States.

Not reported. September 10, 1914.

D. C., E. D., Ill. Baker, J.

Preliminary injunction against enforcement of Commission's order granted.

Metropolis Lumber Co. v. L. I. R. R. Co. (U. R. A-414), 29 I. C. C., 719.

Metropolitan Bending Co. v. B. & O. R. R. Co. (U. R. A-368), 28 I. C. C., 736.

Metropolitan Lumber Co. v. C. R. Co. of N. J., 26 I. C. C., 719.

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

Cited: Hydraulic Press Brick Co. v. M. & O. R. R. Co., 19 I. C. C., 531.

Cited and quoted: Danville Brick Co. v. C. & N. W. Ry. Co., 20 I. C. C., 240.

Cited: Atchison v. St. L., I. M. & S. Ry. Co., 22 I. C. C., 132.

Followed: Evens & Howard Fire Brick Co. v. St. L., I. M. & S. Ry. Co., 25 I. C. C., 141.

Carriers should make no difference in the classification between fire brick and pressed brick, but must accord to all brick the same rate. It is impossible to classify them as to prohibit the misbilling of the product in order to secure lower rate.

Cited: Danville Brick Co. v. C. & N. W. Ry. Co., 20 I. C. C., 240.

The common building brick was not included in considerations in former case.

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

Cited: Ashland Fire Brick Co. v. S. Ry. Co., 22 I. C. C., 118.

Cited: Rates on Common Brick to Canada, 26 I. C. C., 130.

Twenty-one cents per 100 pounds fixed as rate for distance of 910 miles between New York and Chicago on fire brick.

Cited: Investigation and Suspension, Docket 76, 25 I. C. C., 474.

In making a classification of articles bulk, value, liability to loss and damage, and similar elements affecting the desirability of the traffic should be considered, and articles which are analogous in character should ordinarily be placed in the same class.

Metropolitan Paving Brick Co. v. W. & L. E. R. Co., 22 I. C. C., 670.

Metropolitan Paving Brick Co. v. W. & L. E. R. Co. (U. R. A-242), 27 I. C. C., 727.

Metropolitan 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.

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

Meyer & Raife v. U. P. R. R. Co. (U. R. A-385), 28 I. C. C., 738.

Michael Bros. v. Illinois Central R. R. Co. et al., 19 I. C. C., 611.

Michigan Amonia Works v. M. & St. L. R. Co., 22 I. C. C., 668.

Michigan Box Co. v. Flint & Pere Marquette R. R. Co., 6 I. C. C., 335.

Cited: Cattle Raisers' Asso. v. Ft. Worth & D. C. R. Co., 7 I. C. C., 554.

Any shipper who has paid an unreasonable rate may upon showing that the rate was unreasonable and to what extent, obtain an order for the payment of damages in the amount that the sum paid exceeded a just and reasonable rate.

Application limited: Sawyer & Austin Lumber Co. v. St. L., I. M. & S. Ry. Co., 19 I. C. C., 143.

The rate on box shocks between points in Michigan and points in New York was reduced to lumber rate. This case not considered controlling of present complaint.

Michigan Buggy Co. v. Grand Rapids & Indiana Ry. Co., 15 I. C. C., 297.

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

Michigan Central R. R. Co., Auto Vehicle Co. v. (U. R. A-152), 27 I. C. C., 714.

Michigan Central R. R. Co., Blue Valley Creamery Co. v., 15 I. C. C., 109.

See Beatrice Creamery Co. v. I. C. R. R. Co.

Michigan Central R. R. Co., Butcher Folding Crate Co. v. (5516), 28 I. C. C., 715.

Michigan Central R. R. Co., Chicago & Grand Trunk Ry. Co. v., 1 I. C. C., 147.

Michigan Central R. R. Co., Charles M. Cist v., 10 I. C. C., 217.

Michigan Central R. R. Co., Cleveland Board of Trade v., 5 I. C. C., 166.

See Kimble v. Lake Shore & Michigan So. Ry. Co.

Michigan Central R. R. Co., Edward G. Davies v., 10 I. C. C., 405.

Michigan Central R. R. Co. et al., Deere & Webber Co. v., 18 I. C. C., 628.

Michigan Central R. R. Co. et al., Delray Salt Co. v., 17 I. C. C., 620.

Michigan Central R. R. Co. et al., Delray Salt Co. v., 18 I. C. C., 268.

Michigan Central R. R. Co. et al., Delray Salt Co. v., 19 I. C. C., 606.

Michigan Central R. R. Co. et al., Delray Salt Co. v., 20 I. C. C., 653.

Michigan Central R. R. Co., Diamond Crystal Salt Co. v., 26 I. C. C., 434.

Michigan Central R. R. Co. et al., Ford, J. B. Co. v., 19 I. C. C., 507.

Michigan Central R. R. Co., French Paper Co. v., 25 I. C. C., 364.

Michigan Central R. R. Co., Hill Nursery Com., Inc., v., 22 I. C. C., 670.

Michigan Central R. R. Co., Hofeller & Co. v. (1368), 13 I. C. C., 684.

Michigan Central Ry. Co., A. W. Holdzkom v., 9 I. C. C., 42.

See Holdzkom v. Michigan Central Ry. Co.

Michigan Central R. R. Co., Isbell-Brown Co. v., 15 I. C. C., 616.

Michigan Central R. R. Co., Isbell-Brown Co. v. (U. R. A-425), 29 I. C. C., 720.

Michigan Central R. R. Co., Kalamazoo Tank & Silo Co. v., 12 I. C. C., 154.

Michigan Central R. R. Co. et al., Kalamazoo Tank & Silo Co. v., 17 I. C. C., 609.

Michigan Central R. R. Co. et al., Kalamazoo Tank & Soli Co. v., 17 I. C. C., 610.

Michigan Central R. R. Co., Kalamazoo Tank & Silo Co. v. (U. R. A-601, A-607), 30 I. C. C., 723, 724.

Michigan Central R. R. Co., Kellog Toasted Corn Flake Co. v., 24 I. C. C., 604.

Michigan Central R. R. Co., George J. Kindel v., 11 I. C. C., 495.

See Kindel v. B. & A. R. R. Co.

Michigan Central R. R. Co. et al., Lamb, J. I. Co. v., 18 I. C. C., 279.

Michigan Central Railroad Co. et al., La Salle Paper Co. v., 16 I. C. C., 149.

Michigan Central R. R. Co., Lindsay Bros. v., 15 I. C. C., 40.

Michigan Central R. R. Co., Miller v. (1203), 12 I. C. C., 589.

Michigan Central R. R. Co., Michigan Box Co. v., 6 I. C. C., 335.

See *Michigan Box Co. v. Flint & Pere Marquette R. R. Co.*

Michigan Central R. R. Co. et al., Monroe, George L. & Sons v., 17 I. C. C., 27.

See *Monroe & Sons v. M. C. R. R. Co.*

Michigan Central R. R. Co., National Hay Asso. v., 9 I. C. C., 264.

Michigan Central R. R. Co. et al., National Hay Association v., 19 I. C. C., 34.

Michigan Central R. R. Co., M. Newman v., 11 I. C. C., 517.

Michigan Central R. R. Co. et al., New England Furniture & Carpet Co. v., 19 I. C. C., 613.

Michigan 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.*

Michigan Central R. R. Co., N. Y. Produce Ex. v., 7 I. C. C., 612.

See *N. Y. Produce Exchange v. B. & O. R. R. Co.*

Michigan Central R. R. Co., Alanson S. Page v., 5 I. C. C., 148, 548.

Michigan Central R. R. Co., Reddick v. (1556), 14 I. C. C., 638.

Michigan Central R. R. Co., Reddick, William A., v., 16 I. C. C., 492.

Michigan Central R. R. Co. et al., Reddick, William A., v., 18 I. C. C. 615.

Michigan Central R. R. Co., Reo Motor Car Co. v., 25 I. C. C., 711.

Michigan Central R. R. Co., Reo Motor Car Co. v., 26 I. C. C., 712.

Michigan Central R. R. Co., Rhode Island Egg & Butter Co. v., 6 I. C. C., 176.

Michigan Central R. R. Co. et al., Rosenbaum, J. Grain Co. v., 18 I. C. C., 610.

Michigan Central R. R. Co. et al., Schmidt, Traugott & Sons v., 19 I. C. C., 535.

See Schmidt & Sons v. M. C. R. R. Co.

Michigan Central R. R. Co., Schmidt & Sons v., 23 I. C. C., 684.

See Schmidt & Sons v. M. C. R. R. Co.

Michigan Central R. R. Co. et al., Sheboygan Mineral Water Co. v., 18 I. C. C., 627.

Michigan Central R. R. Co., John P. Squire & Co. v., 4 I. C. C., 611.

See Squire v. Michigan Cen. R. R. Co.

Michigan Central R. R. Co. et al., Sterling, W. C. & Son Co. v., 21 I. C. C., 451.

See Sterling & Son Co. v. M. C. R. R. Co.

Michigan Central R. R. Co. et al., Stott, David, v., 18 I. C. C., 582.

Michigan Central R. R. Co., Toledo Produce Exchange v., 5 I. C. C., 166.

See Toledo Produce Ex. v. Lake Shore & Mich. So. Ry. Co.; Kemble v. Lake Shore & Mich So. Ry. Co.

Michigan Central R. R. Co., Wadell Show Case & Cabinet Co. v., 22 I. C. C., 106.

Michigan Central R. R. Co., Frederick A. White v., 3 I. C. C., 281.

Michigan Central R. R. Co., Winterbotham & Sons v., 24 I. C. C., 722.

Michigan Central R. R. Co., Wolverine Brass Works v., 26 I. C. C., 716.

Michigan Cereal Co. v. P. M. R. Co., 26 I. C. C., 320.

Michigan Congress Water Co., of Chicago, and Grand Trunk Ry. Co. v., 2 I. C. C., 594.

Michigan Copper & Brass Co. v. D. S. S. & A. R. Co., 25 I. C. C., 357.

Michigan Furniture Co. v. Atchison, Topeka & Santa Fe Ry. Co. et al., 17 I. C. C., 72.

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

Michigan Furniture Co. v. Southern Pacific Co. et al., 17 I. C. C., 72.

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

Michigan Hardwood Mfrs. Asso. v. Transcontinental Freight Bureau, 22 I. C. C., 387.

Cited: Michigan Hardwood Mfrs. Asso. v. Transcontinental Frt Bu., 22 I. C. C., 33.

Rehearing granted it appearing that only southern part of the Peninsula of Michigan was before considered whereas the whole peninsula should have been taken into account. A reduction in rate from 85 cents to 80 cents ordered from southern part of southern peninsula. Carriers voluntarily made rate applicable above prescribed territory and claim no reparation should now be awarded in northern territory. this contention denied.

Michigan Hardwood Mfrs. Asso. v. T. F. B., 24 I. C. C., 709.

Michigan Hardwood Mfrs. Asso. v. T. F. B., 27 I. C. C., 32.

Cited: International Agricultural Corporation v. L. & N. R. R. Co., 29 I. C. C., 394.

The filing of a complaint by a voluntary association of lumber manufacturers was held not to interrupt the running of the statute as to those members not named in the complaint, but that as to those who were named, the complaint was in effect that of the individuals for whose benefit it was brought.

Michigan Hardwood Mfrs.' Asso. v. T. F. B. (U. R. A-390), 28 I. C. C., 739.

Michigan, Indiana & Illinois Line, Colonial Salt Co. v., 23 I. C. C., 358.

See Colonial Salt Co. v. M., I. & I. Line.

Michigan Seating Co. v. G. T. W. Ry. Co., 29 I. C. C., 123.

Michigan Southern R. R. Co. et al., Pleasant Hill Lumber Co. v., 16 I. C. C., 335.

Michigan Upper Peninsular Pig Iron Rates, 26 I. C. C., 284.

Middleburg Stove Co. v. B. & O. R. R. Co. (U. R. A-491), 29 I. C. C., 729.

Midland Linseed Co. v. Chicago, Milwaukee & St. Paul Ry. Co. et al., 18 I. C. C., 628.

Midland Mill & Elevator Co. v. Kansas Southwestern Ry. Co., 15 I. C. C., 610.

Midland Valley R. R. Co., Daves & Daves Grain Co. v. (U. R. A-569), 30 I. C. C., 719.

Midland Valley R. R. Co., Eddleman v., 13 I. C. C., 103.

Midland Valley R. R. Co., Merchants' Freight Bureau of Little Rock, Ark., v., 13 I. C. C., 243.

See Merchants' Freight Bureau of Little Rock, Ark., v. M. V. R. R. Co.

Midland Valley R. R. Co., Oklahoma & Arkansas Coal Traffic Bureau v., 12 I. C. C., 516.

Midland Valley R. R. Co. et al., Record Oil Refining Co. et al. v., 19 I. C. C., 132.

Milbank Milling Co. v. Chicago, Milwaukee & St. Paul Ry. Co. et al., 20 I. C. C., 654.

Milburn Wagon Co. v. Lake Shore & Michigan Southern Ry. Co. et al., 18 I. C. C., 613.

Milburn Wagon Co. v. Lake Shore & Michigan Southern Ry. Co. et al., 18 I. C. C., 144.

Followed: Hagan Iron Co. v. Penn. R. R. Co., 18 I. C. C., 529.

The port-to-port rate, the reconsignment charge and the intrastate rate were not on file and they are therefore not factors to be used in constructing the through charge involved.

Milburn Wagon Co. v. L. S. & M. S. R. Co., 22 I. C. C., 93, 460, 511.

Quoted: Davidson Bros. v. L. & N. R. R. Co., 25 I. C. C., 105.

"Justice should not be denied complainant because to grant it will necessitate a change elsewhere."

Cited: Milburn Wagon Co. v. T. St. L. & W. R. R. Co., 27 I. C. C., 64. Classification on wagons with springs considered.

Milburn Wagon Co. v. St. L. & W. R. Co., 27 I. C. C., 14.

Milburn Wagon Co. v. Toledo, St. Louis & Western R. R. Co. et al., 18 I. C. C., 360.

Mileage Books, 28 I. C. C., 318.

Milk Producers' Protective Asso. v. Delaware, Lackawanna & Western R. R. Co., 7 I. C. C., 92.

Petition to rehear dismissed: Brockway v. Ulster & Delaware R. Co. et al., 8 I. C. C., 21.

Cited and distinguished: Beatrice Creamery Co. v. I. C. R. R. Co., 15 I. C. C., 131.

A rate established on milk does fix the just relation of distance tariff on cream.

Cited: Albree v. B. & M. R. R. Co., 22 I. C. C., 315.

The per can rate basis on milk into Boston could hardly be made lower than the per can rate basis into New York.

Cited: Bridgeman-Russell Co. v. Great Northern Express Co., 22 I. C. C., 576.

The rates prescribed for cream were materially higher than those on milk, but this was simply maintaining a basis that had been in effect for twenty years.

Cited: West Virginia Rail Co. v. B. & O. R. R. Co., 26 I. C. C., 623.

Held that traffic, in moving from a point in a state to another point in the same state, passes through another state for only 1,500 feet, such traffic is subject to act.

Mill Creek Cannel Coal Co. v. Coal & Coke Ry. Co. et al., 17 I. C. C., 306.

Millar, A. H., v. New York Central & Hudson River R. R. Co. et al., 19 I. C. C., 78.

Miller v. A. C. L. R. R. Co., 29 I. C. C., 526.

Miller, Walter, v. I. C. R. Co., 26 I. C. C., 722.

Miller v. Michigan Central Ry. Co. (1203), 12 I. C. C., 589.

Miller, J. G., v. Trinity & Brazos Valley Ry. Co. et al., 20 I. C. C., 670.

Miller & Co. v. C. & N. W. R. Co. (U. R. A-137), 27 I. C. C., 712.

Miller, Albert & Co. v. Chicago, Milwaukee & St. Paul Ry. Co. et al., 17 I. C. C., 624.

Miller, Albert & Co. v. G. R. & I. R. Co., 22 I. C. C., 669.

Miller & Co. v. C., St. P., M. & O. R. Co. (U. R. A-133), 27 I. C. C., 711.

Miller & Co. v. C., St. P., M. & O. Ry. Co. (U. R. A-462, 539), 29 I. C. C., 725, 735.

Miller, Albert & Co. v. Galveston, Harrisburg & San Antonio Ry. Co. et al., 19 I. C. C., 613.

Miller & Co. v. G. T. W. Ry. Co. (U. R. A-417), 29 I. C. C., 719.

Miller, Albert & Co. v. Great Northern Ry. Co. et al., 21 I. C. C., 669.

Miller & Co. v. G. C. & S. F. Ry. Co. (U. R. A-380), 28 I. C. C., 738.

Miller, Albert & Co. v. Minneapolis, St. Paul & Sault Ste. Marie Ry. Co. et al., 21 I. C. C., 667.

- Miller, Albert & Co. v. Minneapolis, St. Paul & Sault Ste. Marie Ry. Co. et al.**, 21 I. C. C., 667.
- Miller, Albert & Co. v. M. L. & T. R. R. & S. S. Co.**, 23 I. C. C., 713.
- Miller & Co. v. N. P. Ry. Co.** (U. R. A-648), 30 I. C. C., 730.
- Miller, Albert & Co. v. P. M. R. Co.**, 25 I. C. C., 715.
- Miller & Co. v. P. M. R. R. Co.** (U. R. A-309), 28 I. C. C., 729.
- Miller, Albert & Co. v. St. L., I. M. & S. R. Co.**, 23 I. C. C., 717.
- Miller, Albert & Co. v. Texas & Pacific Ry. Co. et al.**, 20 I. C. C., 668.
- Miller, Albert & Co. v. Pere Marquette R. R. Co.**, 21 I. C. C., 672.
- Miller, Albert & Co. v. Vicksburg, Shreveport & Pacific Ry. Co. et al.**, 20 I. C. C., 658.
- Miller & Dean v. Western & Atlantic R. R. Co. et al.**, 16 I. C. C., 603.
- Miller & Lux, Inc., v. Southern Pacific Co. et al.**, 20 I. C. C., 129.
- Miller, G. H. & Son v. Western & Atlantic R. R. Co. et al.**, 16 I. C. C., 603.
- Miller & Wood v. Central of Georgia Ry. Co. et al.**, 16 I. C. C., 603.
- Miller, Fred Brewing Co. v. Chicago, Milwaukee & St. Paul Ry. Co. et al.**, 19 I. C. C., 590.
- Miller Bros. v. Atchison, Topeka & Santa Fe Ry. Co.**, 12 I. C. C., 157.
- Miller Bros. v. M. P. Ry. Co.** (U. R. A-413), 29 I. C. C., 718.
- Miller Bros. v. O. S. L. R. R. Co.** (U. R. A-478), 29 I. C. C., 727.
- Miller Mfg. Co. v. W. R. Co.**, 26 I. C. C., 71.
- Miller Orchard Co. v. Central of Georgia Ry. Co. et al.**, 16 I. C. C., 604.
- Miller Walnut Co. v. Atchison, Topeka & Santa Fe Ry. Co.**, 13 I. C. C., 43.
- Millers Club of Southwestern Missouri v. M., K. & T. R. Co.**, 22 I. C. C., 422.
- Millers Club of Southwestern Missouri v. M., K. & T. R. Co.**, 22 I. C. C., 662.
- Milliken Refining Co. v. St. L. & S. F. R. Co.**, 27 I. C. C., 445.

Cited: American Refining Co. v. St. L. & S. F. R. R. Co., 30 I. C. C., 103, 104.

In compliance with order in cited case a rate of 12½ cents per 100 pounds on petroleum-road oil and tailings from Vinita to St. Louis was established. It was shown in cited case that from most of the points from which commodity rates apply lower rates obtain on residuum than on the refined products.

Millinery Jobbers Association v. American Express Co. et al., 20 I. C. C., 498.

Cited: Advance in Grain Rates, 21 I. C. C., 30.

The matter of damages for loss of or injury to property in transit is an element that enters into the cost of operation and is therefore justly reflected in the general rate structure.

Cited: R. R. Com. of Kans. v. Adams Express Co., 21 I. C. C., 284.
Needless complexity in defendant's classifications commented on.

Milling-in-Transit Rates, In re, 17 I. C. C., 113.

Cited: Liberty Mills v. L. & N. R. R. Co., 23 I. C. C., 185.

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.

Milliren-Buchanan Hardware Co., Lovett in Behalf of, v. C. R. & M. Line (5780), 28 I. C. C., 718.

Mills v. B. & S. Ry. Co. (U. R. A-268), 28 I. C. C., 723.

Milne, R., v. St. Louis & San Francisco R. R. Co. (1104), 15 I. C. C., 637.

Milne & Hector v. N. Y., N. H. & H. R. R. Co. (U. R. A-331), 28 I. C. C., 731.

Milne Lumber Co. v. L. & A. R. Co., 23 I. C. C., 714.

Milwaukee Beer Co. v. Texas & Pacific Ry. Co. et al., 17 I. C. C., 624.

Milwaukee Chamber of Commerce v. G. T. W. R. Co., 26 I. C. C., 711.

Milwaukee Chamber of Commerce v. C., M. & St. P. R. Co., 24 I. C. C., 703.

Milwaukee & Chamber of Commerce v. C., M. & St. P. R. Co., 24 I. C. C., 703.

Milwaukee Chamber of Commerce v. C., M. & St. P. R. Co., 25 I. C. C., 342.

See Chamber of Commerce of Milwaukee v. C., M. & St. P. Ry. Co.

Milwaukee Chamber of Commerce v. C., M. & St. P. Ry. Co. (5359), 28 I. C. C., 714.

Milwaukee, Chamber of Commerce of the City, v. Illinois Central R. R. Co. (1614), 14 I. C. C., 640.

See Chamber of Commerce of Milwaukee v. I. C. R. R. Co.

- Milwaukee Corrugating Co. v. Chicago, Milwaukee & St. Paul Ry. Co.**, 20 I. C. C., 661.
- Milwaukee Electric Ry. & Light Co. v. Chicago, Milwaukee & St. Paul Ry. Co.**, 15 I. C. C., 468.
- Milwaukee Falls Chair Co. v. Chicago, Milwaukee & St. Paul Ry. Co.**, 16 I. C. C., 217.
- Milwaukee Maltsters' Traffic Asso. v. G. T. W. Ry. Co.**, 28 I. C. C., 489.
- Milwaukee Produce & Fruit Exchange v. Crosby Transp. Co.**, 30 I. C. C., 653.
- Milwaukee Co. Wis. United Brewery Workmen v. C., M. & St. P. R. Co.**, 26 I. C. C., 708.
- Milwaukee-Waukesha Brewing Co. v. Chicago & North Western Ry. Co.**, 20 I. C. C., 664.
- Milwaukee-Waukesha Brewing Co. v. Chicago & North Western Ry. Co.**, 21 I. C. C., 472.
- Milwaukee-Waukesha Brewing Co. v. Chicago, Milwaukee & St. Paul Ry. Co.**, 13 I. C. C., 28.
- Milwaukee Western Fuel Co. v. C. & N. W. R. Co.**, 25 I. C. C., 715.
- Milwaukee Western Fuel Co. v. C. & N. W. R. Co.**, 26 I. C. C., 723.
- Minden Ry. Co. Mayor & City Council of Wichita, Ks., v.**, 9 I. C. C., 569.
- Minds, James H. & Matz, Julia A., Trading as the Bulah Coal Co., v. Pennsylvania R. R. Co.**, 20 I. C. C., 52.

See Bulah Coal Co. v. P. R. R. Co.

- Minds, James H., v. P. R. Co.**, 23 I. C. C., 186.

See Hillsdale Coal & Coke Co. v. P. R. R. Co.

- Miner, D. W., v. N. Y., New Haven & Hartford R. R. Co.**, 11 I. C. C., 422.

Cited: Wilson Produce Co. v. Penn. R. Co., 14 I. C. C., 176.

Cited: B'd of Trade of Chicago v. A., T. & S. F. Ry. Co., 29 I. C. C., 443.

The fact that discrimination between localities, commodities and cities exists in some measure will not lead necessarily to the conclusion that it is unlawful. The discrimination may not be undue; it may be forced upon the carrier by controlling circumstances. Such discrimination is not unlawful unless made in the interest of a competing locality or commodity.

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

Reparation awarded for damages resulting from discrimination in the furnishing of cars.

Mineral Point Zinc Co. v. Wabash R. R. Co. et al., 16 I. C. C., 440.

Minersville Coal Co. v. Southern Ry. Co., 13 I. C. C., 440.

Minimum Weights on Corn in Southwest, 26 I. C. C., 197.

Minimum Weight of Fresh Meats and Other Commodities, 30 I. C. C., 349.

Mink, Oliver W., v. Colorado Fuel & Iron Co., 6 I. C. C., 488.

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

Mink, Oliver W., v. Milton Evans, 6 I. C. C., 520.

See *Evans v. Union Pacific Ry. Co.*

Minneapolis & St. Louis Ry. 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.*

Minneapolis & St. Louis R. R. Co., Chicago Live Stock Ex. v., 10 I. C. C., 428.

See *Chicago Live Stock Exchange v. Chicago Great Western Ry. Co.*

Minneapolis & St. Louis R. R. Co. et al., Decarie Incinerator Co. v., 21 I. C. C., 71.

Minneapolis & St. Louis R. R. Co., Greater Des Moines Committee, Inc., v., 18 I. C. C., 608.

See *Greater Des Moines Committee, Inc., v. M. & St. L. R. R. Co.*

Minneapolis & St. Louis Ry. Co., A. J. Gustin v., 8 I. C. C., 277.

See *Gustin v. A., T. & S. F. Ry. Co.*

Minneapolis & St. Louis R. R. Co. et al., Iowa Paint Manufacturing Co. v., 21 I. C. C., 477.

Minneapolis & St. Louis R. R. Co., Kunz Grain Co. v. (U. R. A-280), 28 I. C. C., 725.

Minneapolis & St. Louis R. R. Co., Manufacturers' & Jobbers' Union v.,
1 I. C. C., 277.

See *Manufacturers' & Jobbers' Union v. Minneapolis & St. Louis Ry. Co.*

Minneapolis & St. Louis Ry. Co., Manufacturers' & Jobbers' Union of Man-
kato, Minn., v., 4 I. C. C., 79.

See *Mnfrs.' & Jobbers' Union, etc., v. Minneapolis & St. Louis Ry. Co.*

Minneapolis & St. Louis R. R. Co., Michigan Ammonia Works v., 2 I. C.
C., 668.

Minneapolis & St. Louis R. R. Co., Minneapolis Threshing Machine Co. v.,
25 I. C. C., 710.

Minneapolis & St. Louis R. R. Co., Minneapolis Threshing Machine Co. v.
(U. R. A-117), 27 I. C. C., 709.

Minneapolis Bedding Co. v. Chicago, Burlington & Quincy R. R. Co., 20 I.
C. C., 668.

Minneapolis & St. Louis R. R. Co. et al., Schulz, Joseph M. Chemical Co. v.,
18 I. C. C., 620.

Minneapolis Brewing Co. v. A. T. & F. Ry. Co., 28 I. C. C., 688.

Minneapolis Cereal Co. v. C. & N. W. Ry. Co., 28 I. C. C., 415.

Minneapolis Civic & Commerce Asso. v. C., M. & St. P. Ry. Co., 30 I. C.
C., 663.

Minneapolis Dry Goods Co. v. Wisconsin Central Ry. Co. et al., 17 I. C.
C., 620.

Minneapolis Iron Store Co. v. Chicago, Milwaukee & St. Paul Ry. Co. et al.,
18 I. C. C., 623.

Minneapolis Iron Store Co. v. Chicago, Milwaukee & St. Paul Ry. Co. et al.,
18 I. C. C., 624.

Minneapolis Paper Co. v. Chicago, Milwaukee & St. Paul Ry. Co. et al.,
18 I. C. C., 625.

Minneapolis Produce Exchange v. Chicago, Milwaukee & St. Paul Ry. Co.
et al., 17 I. C. C., 596.

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

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

Minneapolis, St. Paul & Sault Ste. Marie Ry. Co., Atlantic Elevator Co. v. (5739), 27 I. C. C., 706.

Minneapolis, St. Paul & Sault Ste. Marie Ry. Co., A. A. Bennett v., 15 I. C. C., 301.

See *Bennett v. M., St. P. & S. Ste. M. Ry. Co.*

Minneapolis, St. Paul & Sault Ste. Marie Ry. Co., Best & Co. v. (5047), 30 I. C. C., 711.

Minneapolis, St. Paul & Sault Ste. Marie 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.*

Minneapolis, St. Paul & Sault Ste. Marie 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.*

Minneapolis, St. Paul & Sault Ste. Marie Ry. Co., Chippewa Valley & Northern Ry. Co. v., 24 I. C. C., 634.

See *Chippewa Valley & Northern Ry. Co. v. M., St. P. & S. Ste. M. Ry. Co.*

Minneapolis, St. Paul & Sault Ste. Marie Ry. Co., Deeves Lumber Co. v. (U. R. A-145), 27 I. C. C., 713.

Minneapolis, St. Paul & Sault Ste. Marie Ry. Co., Federal Milling Co. v., 27 I. C. C., 696.

Minneapolis & St. Louis R. R. Co., Gamble Robinson Co. v. (6558), 30 I. C. C., 715.

Minneapolis, St. Paul & Sault Ste. Marie Ry. Co. et al., Howard, E. A. & Co. v., 19 I. C. C., 615.

Minneapolis, St. Paul & Sault Ste. Marie R. R. Co., Johnson v., 22 I. C. C., 255.

Minneapolis, St. Paul & Sault Ste. Marie Ry. Co. et al., Kaye & Carter Lumber Co. v., 18 I. C. C., 623.

Minneapolis, St. Paul & Sault Ste. Marie Ry. Co., Keogh v., 26 I. C. C., 73.

Minneapolis, St. Paul & Sault Ste. Marie Ry. Co. et al., Kulm Mill Co. v., 20 I. C. C., 665.

Minneapolis, St. Paul & Sault Ste. Marie Ry. Co., Lake Superior Paper Co., Ltd., v., 30 I. C. C., 403.

Minneapolis, St. Paul & Sault Ste. Marie Ry. Co., Laona & Northern R. R. Co. v., 24 I. C. C., 639.

See *Laona & Northern R. R. Co. v. M., St. P. & S. Ste. M. Ry. Co.*

Minneapolis, St. Paul & Sault Ste. Marie Ry. Co., Lull, Charles R. & Co. v., 18 I. C. C., 355.

Minneapolis, St. Paul & Sault Ste. Marie Ry. Co., Mahaffey Co. v. (U. R. A-631), 30 I. C. C., 727.

Minneapolis, St. Paul & Sault Ste. Marie Ry. Co., Menasha Woodenware Co. v., 11 I. C. C., 666.

Minneapolis, St. Paul & Sault Ste. Marie Ry. Co., Menasha Woodenware Co. v. (U. R. A-651), 30 I. C. C., 730.

Minneapolis, St. Paul & Sault Ste. Marie Ry. Co. et al., Miller, Albert & Co. v., 21 I. C. C., 667.

Minneapolis, St. Paul & Sault Ste. Marie R. R. Co. et al., Miller, Albert & Co. v., 21 I. C. C., 677.

Minneapolis, St. Paul & Sault Ste. Marie Ry. Co., Miller & Co. v. (U. R. A-133), 27 I. C. C., 711.

Minneapolis, St. Paul & Sault Ste. Marie Ry. Co., Minneapolis Stove Co. v. (U. R. A-407), 29 I. C. C., 718.

Minneapolis, St. Paul & Sault Ste. Marie Ry. Co. et al., Nekoosa-Edwards Paper Co. v., 21 I. C. C., 666.

Minneapolis, St. Paul & Sault Ste. Marie Ry. Co. et al., Northern Wisconsin Produce Co. v., 21 I. C. C., 197.

Minneapolis, St. Paul & Sault Ste. Marie Ry. Co., Northern Wood Co. v. (U. R. A-200), 27 I. C. C., 721.

Minneapolis, St. Paul & Sault Ste. Marie Ry. Co., Oetting Bros. Ice Co. v. (5925), 28 I. C. C., 719.

Minneapolis, St. Paul & Sault Ste. Marie Ry. Co. et al., Partridge, T. M. Lumber Co. v., 18 I. C. C., 620.

Minneapolis, St. Paul & Sault Ste. Marie Ry. Co., Rhinelander Paper Co. v., 26 I. C. C., 104.

See *Rhinelander Paper Co. v. M., St. P. & S. Ste. M. Ry. Co.*

Minneapolis, St. Paul & Sault Ste. Marie Ry. Co., St. Paul Board of Trade et al. v., 19 I. C. C., 285.

See *St. Paul Board of Trade v. M., St. P. & S. Ste. M. Ry. Co.*

Minneapolis, St. Paul & Sault Ste. Marie Ry. Co. et al., Stacy Mercantile Co. v., 18 I. C. C., 550.

Minneapolis, St. Paul & Sault Ste. Marie Ry. Co., Standard Oil Co. v. (U. R. A-438), 29 I. C. C., 722.

Minneapolis, St. Paul & Sault Ste. Marie Ry. Co., Starks Co. v. (U. R. A-433), 29 I. C. C., 721.

Minneapolis, St. Paul & Sault Ste. Marie Ry. Co., Starks Co. v. (U. R. A-631), 30 I. C. C., 727.

Minneapolis, St. Paul & Sault Ste. Marie Ry. Co. et al., Trostel, Albert & Sons v., 16 I. C. C., 348.

Minneapolis, St. Paul & Sault Ste. Marie Ry. Co. et al., Western Hardwood Lumber Co. v., 21 I. C. C., 683.

Minneapolis, St. Paul & Sault Ste. Marie Ry. Co. et al., Western Lime & Cement Co. v., 21 I. C. C., 682.

Minneapolis Steel & Machinery Co. v. C., M. & St. P. R. Co., 26 I. C. C., 193.

Minneapolis Threshing Machine Co. v. Chicago, Milwaukee & St. Paul Ry. Co., 14 I. C. C., 536.

Minneapolis Threshing Machine Co. v. Chicago, Milwaukee & St. Paul Ry. Co. et al., 21 I. C. C., 682.

Minneapolis Threshing Machine Co. v. Chicago, Rock Island & Pacific Ry. Co., 13 I. C. C., 128.

Cited: *Export Shipping Co. v. Wabash R. Co.*, 14 I. C. C., 456.

The Commission has impliedly approved tariffs which provide a half rate upon machinery returned to a factory for repairs.

Minneapolis Threshing Machine Co. et al. v. Chicago, Milwaukee & St. Paul Ry. Co. et al., 21 I. C. C., 181.

Cited: *Noble v. B. & O. R. R. Co.*, 22 I. C. C., 434.

A carload rate and a minimum weight for a car of definite dimensions when lawfully published in the tariffs of a carrier constitute an open offer to the shipping public to move their freight on those terms and a carrier may not assess an additional charge for transportation where for lack of a car it cannot supply the kind of a car ordered as specified in its tariffs.

- Minneapolis Threshing Machine Co. v. C., R. I. & P. Ry. Co.** (4634), 28 I. C. C., 712.
- Minneapolis Threshing Machine Co. v. Chicago, St. Paul, Minneapolis & Omaha Ry. Co. et al.**, 16 I. C. C., 193.
- Minneapolis Threshing Machine Co. v. Chicago, St. Paul, Minneapolis & Omaha Ry. Co. et al.**, 17 I. C. C., 189.
- Minneapolis Threshing Machine Co. v. M. & St. L. R. Co.** (U. R. A-117), 27 I. C. C., 709.
- Minneapolis Traffic Asso. v. C. & N. W. R. Co.**, 23 I. C. C., 432.
- Quoted:* Danciger v. Pitts., C., C. & St. L. Ry. Co., 29 I. C. C., 100.
- "We are not prepared to lay down the principle that old and second-hand articles must be treated differently from new, or that value is the controlling element in making rates. Such of these articles or parts as are in fact scrap are entitled to scrap rate, but if they have any value as the articles which they originally purported to be, we do not feel that we can require the carriers to transport them at other than the regular tariff rates applicable to the new or originally transported article."
- Minneapolis Traffic Asso. v. C. & N. W. R. Co.**, 24 I. C. C., 705.
- Minneapolis Traffic Asso. v. C., B. & Q. R. Co.**, 22 I. C. C., 269.
- Minnequa Coal Co. v. Denver & Rio Grande R. R. Co. et al.**, 19 I. C. C., 616.
- Minnesota & International Ry. Co., Duluth Log Co. v.**, 15 I. C. C., 192.
- See Duluth Log Co. v. M. & I. Ry. Co.
- Minnesota & International Ry. Co., Duluth Log Co. v.** (1754), 15 I. C. C., 638.
- Minnesota & International Ry. Co., Duluth Log Co. v.**, 15 I. C. C., 627.
- Minnesota & International Ry. Co. et al., Duluth Log Co. v.** 16 I. C. C., 38.
- Minnesota & International Ry. Co. et al., Kaye & Carter Lumber Co. v.**, 16 I. C. C., 285.
- See Kaye & Carter Lumber Co. v. M. & I. Ry. Co.
- Minnesota & International Ry. Co. et al., Kaye & Carter Lumber Co. v.**, 17 I. C. C., 209.
- Minnesota & Iowa Elevator Co. v. Chicago, Rock Island & Pacific Ry. Co. et al.**, 18 I. C. C., 624.
- Minnesota R. R. & Warehouse Commission**, 29 I. C. C., 45.
- See Lake & Rail Butter & Eggs.

Minnesota Stove Co. v. M., St. P. & S. Ste. M. Ry. Co. (U. R. A-407), 29 I. C. C., 719.

Minter & Co. v. A. C. L. R. R. Co. (U. R. A-635), 30 I. C. C., 728.

Mississippi & Tennessee R. R. Co., George Rice v., 1 I. C. C., 503.

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

Mississippi Central R. R. Co. et al., Beekman Lumber Co. v., 21 I. C. C., 276.

Mississippi Central R. R. Co., Hettler Lumber Co. v. (U. R. A-302), 28 I. C. C., 728.

Mississippi Central R. R. Co., Lord & Bushnell Co. v., 22 I. C. C., 463.

Mississippi Central R. R. Co., Newman Lumber Co. v., 26 I. C. C., 97.

Mississippi River Case, The, 28 I. C. C., 47.

See also *State of Iowa v. A. T. & S. F. Ry. Co.*

Cited: Interior Iowa Cities Case, 28 I. C. C., 65.

The present case together with the cited case and other cases referred to as a combined effort on the part of the State of Iowa, its railroad commission, and its merchants and shippers to secure more favorable rates into and out of the entire state. The reductions ordered in cited case in the local rates to the upper Mississippi River crossings, will result in reductions in the through freight charges of the interior towns, but these lower rates have not satisfied shippers interested in present case.

Cited: Mississippi River Case, 29 I. C. C., 531.

Rates fixed in accordance with findings in cited case.

Mississippi River Case, 29 I. C. C., 530.

Missouri & Illinois Coal Co. v. I. C. R. Co., 22 I. C. C., 39.

Followed: Colorado Coal Traffic Assn. v. C. & S. Ry. Co., 24 I. C. C., 618.

Principles with respect to distribution of coal cars at mines and through routes to interstate points followed.

Cited and quoted: In re Irregularities in Mine Ratings, 25 I. C. C., 292.

"The Illinois Central sought to protect 'its own people,' but in contemplation of the law there is no such thing as local traffic which enjoys rights superior to through traffic. There can be no discrimination or preference in favor of the Illinois coal buyer as against the Missouri buyer, although one may be local to the Illinois Central and the other may be on the line of a connecting carrier."

Cited: Wichita B'd of Trade v. A., T. & S. F. Ry. Co., 25 I. C. C., 631.

Quoted: Sheridan Chamber of Com. v. C., B. & Q. R. R. Co., 26 I. C. C., 647.

It is proper that carriers, as between themselves, should adopt reasonable regulations calculated to induce the prompt return of cars by foreign lines, but a carrier has no right to establish regulations or fix rates with a view to controlling the direction in which its equipment shall be employed by the shipping public.

Quoted: Lumber Rates from Texas, Louisiana and Arkansas, 28 I. C. C., 474.

"Our railroads are called upon to so unite themselves that they will constitute one national system; they must establish through routes, keep these routes open and in operation, furnish the necessary facilities for transportation, make reasonable and proper rules of practice as between themselves and the shippers and as between each other."

Distinguished: C. & N. W. Ry. Reconsignment Rules, 29 I. C. C., 624.

The cited case dealt with impropriety of a carrier establishing an embargo against cars being sent off its own line. Here the carrier indulges in no such practice but does require the shipper when tendering freight for through transportation beyond its lines to so state in order that it may furnish such cars as may be applied to through transportation.

Missouri & Illinois R. R. Tie & Lumber Co. v. Cape Girardeau & Southwestern Ry. Co., 1 I. C. C., 30.

Cited and distinguished: Bennett D. Mattingly v. The Penn. Co., 3 I. C. C., 599.

Authority of Commission to require certain service in a peculiar manner required by complainant.

Missouri & Kansas Shippers' Assn. v. Atchison, Topeka & Santa Fe Ry. Co., 13 I. C. C., 411.

Cited: Memphis Frt. Bu. v. St. L. S. W. Ry. Co., 18 I. C. C., 68.

Informal complaint which will stop running of the statute of limitations defined.

Distinguished: Youngblood v. T. & P. Ry. Co., 2 I. C. C., 570.

The informal petition filed by the consignee stated claim with sufficient particularity to stop running of the statute and put carrier on notice that an unreasonable charge had been exacted and that Youngblood was the shipper who paid the freight.

Reaffirmed: Michigan Hardwood Mfrs. Assn. v. Frt. Bureau, 27 I. C. C., 35.

Cited: Com. Club of Omaha v. A. & S. R. Ry. Co., 27 I. C. C., 307.

A voluntary association cannot by claiming reparation in behalf of its members interrupt the running of the statute of limitations.

Cited: International Agricultural Corporation v. L. & N. R. R. Co., 29 I. C. C., 394.

A voluntary association cannot file a complaint in favor of its members without naming specifically those persons in whose favor the complaint was brought.

Missouri & Kansas Shippers' Asso. v. Kansas City Belt Ry. Co., 13 I. C. C., 411.

See Missouri & Kansas Shippers' Asso. v. A., T. & S. F. Ry. Co.

Missouri & Kansas Shippers' Asso. v. Missouri, Kansas & Texas Ry. Co., 12 I. C. C., 483.

Quoted: C. & C. Traction Co. v. B. & O. S.-W. R. R. Co., 20 I. C. C., 489.

While its procedure is to some extent judicial in nature, the Commission is essentially an administrative body; and in the adjustment of contentions in proceedings of this kind it ought to examine into the real substance of the matter unembarrassed by considerations that are purely technical.

Missouri & Kansas Shippers' Asso. v. Missouri Pacific Ry. Co. (2 cases), 13 I. C. C., 411.

See Missouri & Kansas Shippers' Asso. v. A., T. & S. F. Ry. Co.

Missouri & Kansas Shippers' Asso. v. St. Louis & San Francisco R. R. Co., 13 I. C. C., 620.

See Topeka Banana Dealers' Asso. v. St. L. & S. F. R. R. Co.

Missouri & Louisiana R. R. Co., Central Coal & Coke Co. v., 27 I. C. C., 40.

Missouri & North Arkansas R. R. Co., Bushnell v. (U. R. A-288), 28 I. C. C., 726.

Missouri & North Arkansas R. R. Co., Mose Smith & Co. v., 15 I. C. C., 449.

Missouri & North Arkansas R. R. Co., Nickey & Sons Co. (Inc.) v. (U. R. A-600), 30 I. C. C., 723.

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

Missouri & North Arkansas R. R. Co., Reinhart Grain Co. v., 23 I. C. C., 718.

Missouri, Kansas & Texas Ry. Co., Bartlesville Salvage Co. v., 25 I. C. C., 672.

Missouri, Kansas & Texas Ry. Co., Blackwell Milling & Elevator Co. v., 12 I. C. C., 23.

See *Blackwell Milling & Elevator Co. v. M., K. & T. Ry. Co.*

Missouri, Kansas & Texas Ry. Company, Bounds v., 12 I. C. C., 525.

See *Morgan v. M., K. & T. Ry. Co.*

Missouri, Kansas & Texas Ry. Co., Bradbury Marble Co. v. (U. R. A-191), 27 I. C. C., 719.

Missouri, Kansas & Texas Ry. Co., Burno v., 22 I. C. C., 665.

Missouri, Kansas & Texas 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.*

Missouri, Kansas & Texas Ry. Co. et al., Carstens Packing Co. v., 20 I. C. C., 667.

Missouri, Kansas & Texas Ry. Co. of Texas, Cattle Raisers' Asso. v., 11 I. C. C., 296.

Missouri, Kansas & Texas Ry. Co., Cattle Raisers' Asso. v., 11 I. C. C., 296, 353.

Missouri, Kansas & Texas Ry. Co., Cattle Raisers' Asso. of Texas v., 12 I. C. C., 1.

Missouri, Kansas & Texas Ry. Co., Cattle Raisers' Asso. of Texas v., 13 I. C. C., 418.

See *Cattle Raisers' Asso. of Texas v. M., K. & T. Ry. Co.*

Missouri, Kansas & Texas Ry. Co., Cattle Raisers' Asso. (Inc.) v. (U. R. A-583), 30 I. C. C., 721.

Missouri, Kansas & Texas Ry. Co. et al., Central Iron & Coal Co. v., 21 I. C. C., 680.

Missouri, Kansas & Texas Ry. Co., Chanute Refining Co. v. (U. R. A-180), 27 I. C. C., 718.

Missouri, Kansas & Texas Ry. Co. et al., Checotah Cotton Oil Co. v., 18 I. C. C., 621.

Missouri, Kansas & Texas Ry. Co., Checotah Cotton Oil Co. v., 25 I. C. C., 708.

Missouri, Kansas & Texas Ry. Co., Chicago Live Stock Ex. v., 10 I. C. C., 428.

See *Chicago Live Stock Exchange v. Chicago Great Western Ry. Co.*

Missouri Pacific Ry. Co., Christy Fire Clay Co. v. (U. R. A-125), 27 I. C. C., 710.

Missouri, Kansas & Texas Ry. Co., Cobb v., 12 I. C. C., 525.

See *Morgan v. M., K. & T. Ry. Co.*

Missouri, Kansas & Texas Ry. Co., Commercial Club of Omaha v., 6 I. C. C., 647.

See *Commercial Club of Omaha v. Chicago, Rock Island & Pacific Ry. Co.*

Missouri, Kansas & Texas Ry. Co., Dallas Freight Bureau v., 12 I. C. C., 427.

See *Dallas Freight Bureau v. M., K. & T. Ry. Co.*

Missouri, Kansas & Texas Ry. Co., Denison Light & Power Co. v., 10 I. C. C., 337.

See *Denison Light & Power Co. v. Missouri, Kansas & Texas Ry. Co.*

Missouri, Kansas & Texas Ry. Co., Dulaney v., 12 I. C. C., 525.

See *Morgan v. M., K. & T. Ry. Co.*

Missouri Pacific Ry. Co., Eastern Talc Co. v. (U. R. A-443), 29 I. C. C., 722.

Missouri, Kansas & Texas Ry. Co. of Texas, Feeders' Supply Co. v. (U. R. A-463), 29 I. C. C., 725.

Missouri Pacific Ry. Co., Flanley Grain Co. v. (U. R. A-503), 29 I. C. C., 730.

Missouri, Kansas & Texas Ry. Co., Charles G. Freeman v., 7 I. C. C., 202.

Missouri, Kansas & Texas Ry. Co., Frick, Reid Supply Co. v. (1676), 15 I. C. C., 638.

Missouri, Kansas & Texas Ry. Co., Great Western Portland Cement Co. v., 23 I. C. C., 714.

Missouri, Kansas & Texas Ry. Co. et al., Haas, William & Sons v., 21 I. C. C., 672.

Missouri, Kansas & Texas Ry. Co., Hale-Halsell Grocery Co. v., 12 I. C. C., 136.

Missouri, Kansas & Texas Ry. Co. et al., Hammond Lumber Co. v., 18 I. C. C., 611.

Missouri, Kansas & Texas Ry. Co., Hampton v. (5927), 30 I. C. C., 713.

Missouri, Kansas & Texas Ry. Co., Hancock v., 12 I. C. C., 525.

See Morgan v. M., K. & T. Ry. Co.

Missouri, Kansas & Texas Ry. Co., Harrell v., 12 I. C. C., 27.

Missouri, Kansas & Texas Ry. Co. et al., Hill & Webb v., 16 I. C. C., 569.

Missouri, Kansas & Texas Ry. Co., Hope Lumber Co. v., 12 I. C. C., 191.

Missouri, Kansas & Texas Ry. Co., Howard & Bro. v., 12 I. C. C., 525.

See Morgan v. M., K. & T. Ry. Co.

Missouri, Kansas & Texas Ry. Co., Humboldt Refining Co. v., 22 I. C. C., 363.

Missouri, Kansas & Texas Ry. Co. et al., Iola Portland Cement Co. v., 17 I. C. C., 617.

Missouri, Kansas & Texas Ry. Co. et al., Iola Portland Cement Co. v., 20 I. C. C., 91.

Missouri, Kansas & Texas Ry. Co. et al., Iola Portland Cement Co. v., 21 I. C. C., 681.

Missouri, Kansas & Texas Ry. Co., Issuance of Passes by, to Bondsmen (1185), 12 I. C. C., 588.

Missouri, Kansas & Texas Ry. Co., Jerome Hill Cotton Co. v., 6 I. C. C., 601.

Missouri, Kansas & Texas 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.

Missouri, Kansas & Texas Ry. Co., Kansas Portland Cement Co. v. (U. R. A-353), 28 I. C. C., 734.

Missouri, Kansas & Texas Ry. Co., Kauffman Milling Co. v., 4 I. C. C., 417.

See Kauffman Milling Co. v. Missouri Pac. Ry. Co.

Missouri, Kansas & Texas Ry. Co., Lehmann, Higginson & Co. v., 4 I. C. C., 1.

See Lehmann, Higginson Co. v. So. Pac. Co.

Missouri, Kansas & Texas Ry. Co., Lehmann, Higginson & Co. v., 5 I. C. C., 44.

See *Lehmann, Higginson & Co. v. Texas & Pac. Ry. Co.*

Missouri, Kansas & Texas Ry. Co., Leonard v., 12 I. C. C., 538.

Missouri, Kansas & Texas Ry. Co., Leonard Coal Co. v. (1208), 12 I. C. C., 589.

Missouri, Kansas & Texas Ry. Co., McFarland & Bladk v. (1038), 12 I. C. C., 587.

Missouri, Kansas & Texas Ry. Co., Mason Fruit Jar Co. v., 22 I. C. C., 666.

Missouri, Kansas & Texas Ry. Co., Mayer Coal Co. v., 12 I. C. C., 586.

Missouri, Kansas & Texas Ry. Co., Mayor & City Council of Wichita, Ks., v., 9 I. C. C., 558.

See *Mayor & City Council of Wichita, Kans., v. A., T. & S. F. Ry. Co.*

Missouri, Kansas & Texas Ry. Co., Mayor & City Council of Wichita, Ks., v., 9 I. C. C., 569.

Missouri, Kansas & Texas Ry. Co., Mayor & City Council of Wichita, Ks., v., 9 I. C. C., 569.

Missouri, Kansas & Texas Ry. Co., Missouri & Kansas Shippers' Asso. v., 12 I. C. C., 483.

Missouri, Kansas & Texas Ry. Co., Mo. Valley Banana Dealers' Asso. v. (1234), 14 I. C. C., 635.

Missouri, Kansas & Texas Ry. Co., Morgan v., 12 I. C. C., 525.

See *Morgan v. M., K. & T. Ry. Co.*

Missouri, Kansas & Texas Ry. Co., Muskogee Commercial Club v., 12 I. C. C., 312.

See *Muskogee Commercial Club v. M., K. & T. Ry. Co.*

Missouri, Kansas & Texas Ry. Co., Muskogee Commercial Club v., 13 I. C. C., 68.

Missouri, Kansas & Texas Ry. Co., Napoleon Hill Cotton Co. v. (U. R. A-344), 28 I. C. C., 732.

Missouri, Kansas & Texas Ry. Co., National Refining Co. v., 23 I. C. C., 527.

See *National Refining Co. v. M., K. & T. Ry. Co.*

Missouri, Kansas & Texas Ry. Co., National Refining Co. v., 25 I. C. C., 374.

Missouri, Kansas & Texas Ry. Co. et al., Newding, Stanley, v. 19 I. C. C., 29.

Missouri, Kansas & Texas Ry. Co., Oklahoma Portland Cement Co. v., 24 I. C. C., 158.

Missouri, Kansas & Texas Ry. Co., Oklahoma Portland Cement Co. v., 27 I. C. C., 101.

Missouri, Kansas & Texas Ry. Co., Paola Refining Co. v., 15 I. C. C., 29.

See Paola Refining Co. v. M., K. & T. Ry. Co.

Missouri, Kansas & Texas Ry. Co., Peck v. (882), 12 I. C. C., 584.

Missouri, Kansas & Texas Ry. Co. of Texas, Petmecky Co. v., 25 I. C. C., 134.

Missouri, Kansas & Texas Ry. Co., Pittman & Harrison Co. v. (937), 12 I. C. C., 585.

Missouri, Kansas & Texas Ry. Co., Planters' Compress Co. v., 11 I. C. C., 606.

Missouri, Kansas & Texas Ry. Co. of Texas, Planters' Compress Co. v., 11 I. C. C., 606.

Missouri, Kansas & Texas Ry. Co., Ponca City Milling Co., 12 I. C. C., 26.

Missouri, Kansas & Texas Ry. Co., Rea-Patterson Milling Co. v. (U. R. A-653), 30 I. C. C., 731.

Missouri, Kansas & Texas Ry. Co., Rhodes v., 12 I. C. C., 525.

See Morgan v. M., K. & T. Ry. Co.

Missouri, Kansas & Texas Ry. Co., Rhodes v. (968), 12 I. C. C., 586.

Missouri, Kansas & Texas Ry. Co., Robon v., 12 I. C. C., 525.

See Morgan v. M., K. & T. Ry. Co.

Missouri, Kansas & Texas Ry. Co., Rodehaver, C. H., v., 16 I. C. C., 146.

Missouri, Kansas & Texas Ry. Co., Rosenbaum Grain Co. v., 15 I. C. C. 499.

Missouri, Kansas & Texas Ry. Co., Southwestern Missouri Millers Club v., 22 I. C. C., 422.

See Southwestern Missouri Millers Club v. M., K. & T. Ry. Co.

Missouri, Kansas & Texas Ry. Co., Southwestern Missouri Millers Club v., 22 I. C. C., 662.

Missouri, Kansas & Texas Ry. Co., Star Mill & Elevator Co. v., 23 I. C. C., 709.

Missouri, Kansas & Texas Ry. Co., State of Oklahoma v., 14 I. C. C., 147.

Missouri, Kansas & Texas Ry. Co., Stewart v. (U. R. A-297), 28 I. C. C., 727.

Missouri, Kansas & Texas Ry. Co. et al., Stock Yards Cotton & Linseed Meal Co. v., 17 I. C. C., 295.

Missouri, Kansas & Texas Ry. Co. et al., Sunderland Bros. Co. v., 18 I. C. C., 425.

Missouri, Kansas & Texas Ry. Co. et al., Sunderland Bros. Co. v., 18 I. C. C., 619.

Missouri, Kansas & Texas Ry. Co. et al., Sunderland Bros. Co. v., 21 I. C. C., 675.

Missouri, Kansas & Texas Ry. Co., Sunderland Bros. v., 22 I. C. C., 668.

Missouri, Kansas & Texas Ry. Co., Taylor Dry Goods Co. v., 28 I. C. C., 205, 308.

See Taylor Dry Goods Co. v. M. P. Ry. Co.

Missouri, Kansas & Texas Ry. Co., Traffic Bureau, Merchants' Ex. of St. Louis v., 14 I. C. C., 317, 551.

Missouri, Kansas & Texas Ry. Co., Traffic Bureau, Merchants' Exchange of St. Louis v., 22 I. C. C., 496.

See Traffic Bureau, etc., St. Louis v. C., B. & Q. R. R. Co.

Missouri, Kansas & Texas Ry. Co., Wilhoit v., 12 I. C. C., 138, 158.

See Wilhoit v. M. K. & T. Ry. Co.

Missouri, Oklahoma & Gulf Ry. Co., Bass & Harbour v. (U. R. A-628), 30 I. C. C., 727.

Missouri, Oklahoma & Gulf Ry. Co., California Ink Co. v. (U. R. A-664), 30 I. C. C., 732.

Missouri, Oklahoma & Gulf Ry. Co., Tully v. (1554), 14 I. C. C., 638.

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

Missouri Pacific Ry. Co., American Hardwood Lumber Co. v., 22 I. C. C., 661.

Missouri Pacific Ry. Co., American Hardwood Lumber Co. v., 26 I. C. C., 720.

Missouri Pacific Ry. Co., Anheuser-Busch Brewing Asso. v., 22 I. C. C., 667.

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

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

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

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

See Associated Wholesale Grocers of St. Louis v. Missouri Pacific
Ry. Co.

Missouri Pacific Ry. Co., Baer Bros. Mercantile Co. v., 13 I. C. C., 329.

See Baer Bros. Mercantile Co. v. M. P. Ry. Co.

Missouri Pacific Ry. Co. et al., Baer Bros. Mercantile Co. v., 17 I. C. C., 225.

See Baer Bros. Mercantile Co. v. M. P. Ry. Co.

Missouri Pacific Ry. Co. et al., Baer Bros. Mercantile Co. v., 19 I. C. C., 18.

Missouri Pacific Ry. Co. et al., Barlow, J. S., v., 18 I. C. C., 619.

Missouri Pacific Ry. Co., Bartling Grain Co. v., 16 I. C. C., 494.

Missouri Pacific Ry. Co., Beaver & Co. v., 4 I. C. C., 733.

See Beaver & Co. v. Pitts., Cinn. & St. L. Ry. Co.

Missouri Pacific Ry. Co., Board of Trade of Kansas City, Mo. v. (1000), 14
I. C. C., 635.

Missouri Pacific 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.

Missouri Pacific Ry. Co. et al., Brook-Rauch Mill & Elevator Co. v., 17 I.
C. C., 158.

Missouri 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.

Missouri Pacific Ry. Co. et al., Cady, H. F. Lumber Co. v., 19 I. C. C., 12.

Missouri Pacific Ry. Co., Carlisle Commission Co. v. (1072), 12 I. C. C., 588.

Missouri Pacific Ry. Co., Cattle Raisers' Asso. v., 11 I. C. C., 296.

Missouri Pacific Ry. Co., Cavers Elevator Co. v. (U. R. A-349), 28 I. C. C., 734.

Missouri Pacific Ry. Co., Chicago Live Stock Ex. v., 10 I. C. C., 428.

See *Chicago Live Stock Exchange v. Chicago Great Western Ry. Co.*

Missouri Pacific Ry. Co., City Council of Atchison, Kansas, v., 12 I. C. C., 111, 254.

See *City Council of Atchison, Kans., v. M. P. Ry. Co.*

Missouri Pacific Ry. Co., Colo. Fuel & Iron Co. v., 6 I. C. C., 488.

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

Missouri 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.*

Missouri Pacific Ry. Co., Dierks & Sons Lumber Co. v., 24 I. C. C., 205.

Missouri Pacific Ry. Co., East St. Louis Walnut Co. v., 14 I. C. C., 553.

Missouri Pacific 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. P. Ry. Co.*

Missouri Pacific Ry. Co. et al., Enterprise Coal Co. v., 17 I. C. C., 605.

Missouri Pacific Ry. Co., Faultless Caster Co. v. (U. R. A-143), 27 I. C. C., 713.

Missouri Pacific Ry. Co., Fellows Coal & Material Co. v., 12 I. C. C., 481.

Missouri Pacific Ry. Co. et al., Foster Lumber Co. v., 17 I. C. C., 603.

Missouri Pacific Ry. Co., Frick Reid Supply Co. v. (1834), 15 I. C. C., 639.

Missouri Pacific Ry. Co., Fullerton-Moses Tie Co. v. (U. R. A-661), 30 I. C. C., 664.

Missouri Pacific Ry. Co., Gay Oil Co. v. (U. R. A-187), 27 I. C. C., 719.

Missouri Pacific Ry. Co. et al., Glencoe Lime & Cement Co. v., 21 I. C. C., 664.

Missouri Pacific Ry. Co., Goldfield Consolidated Mines Co. v. (U. R. A-381), 28 I. C. C., 738.

Missouri Pacific Ry. Co., Gray-Bryan Coal Co. v. (938), 12 I. C. C., 586.

Missouri Pacific Ry. Co., Greater Des Moines Committee, Inc., v., 14 I. C. C., 294.

Missouri Pacific Ry. Co., A. J. Gustin v., 8 I. C. C., 277.

See *Gustin v. A., T. & S. F. Ry. Co.*

Missouri Pacific Ry. Co., Haarmann Vinegar & Pickle Co. v. (5636), 28 I. C. C., 718.

Missouri Pacific Ry. Co., Holmes & Co. v., 8 I. C. C., 561.

See *Holmes v. Southern Ry. Co.*

Missouri Pacific Ry. Co., Howard Mills Co. v. (868), 12 I. C. C., 583.

Missouri Pacific Ry. Co., Howard Mills Co. v., 12 I. C. C., 258.

See *Howard Mills Co. v. M. P. Ry. Co.*

Missouri Pacific Ry. Co. et al., Hull, C. W. Co. v., 21 I. C. C., 486.

Missouri Pacific Ry. Co. et al., Hull, C. W. Co. v., 21 I. C. C., 683.

Missouri Pacific Ry. Co., Iola Fruit Co. v. (1463), 14 I. C. C., 637.

Missouri Pacific Ry. Co., Iola Portland Cement Co. v. (5152), 27 I. C. C., 704.

Missouri 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.*

Missouri Pacific Ry. Co., Charles H. Johnson v., 9 I. C. C., 221.

Missouri Pacific Ry. Co., Kansas City Hay Dealers' Asso. v., 14 I. C. C., 597.

See *Kansas City Hay Dealers' Asso. v. M. P. Ry. Co.*

Missouri Pacific Ry. Co., Kauffman Milling Co. v., 4 I. C. C., 417.

See *Kauffman Milling Co. v. Missouri Pac. Ry. Co.*

Missouri Pacific Ry. Co., Laning-Harris Coal & Grain Co. v., 13 I. C. C., 154.

See *Laning-Harris Coal & Grain Co. v. M. P. Ry. Co.*

Missouri Pacific Ry. Co., Leahy Mfg. Co. v. (U. R. A-625), 30 I. C. C., 726.

Missouri Pacific Ry. Co., Leggett & Platt Spring Bed & Mfg. Co. v., 22 I. C. C., 513.

See *Leggett & Platt Spring Bed & Mfg. Co. v. M. P. Ry. Co.*

Missouri Pacific Ry. Co., Lehman-Higginson Grocer Co. v., 10 I. C. C., 460.

Missouri Pacific Ry. Co., Leonard v. (1906), 12 I. C. C., 588.

Missouri Pacific Ry. Co., Lincoln Board of Trade v., 2 I. C. C., 155.

See *Lincoln Board of Trade v. Mo. Pac. Ry. Co.*

Missouri Pacific Ry. Co., Ludowici-Celaden Co. v., 20 I. C. C., 667.

Missouri Pacific Ry. Co., Ludowici-Celaden Co. v., 22 I. C. C., 588.

Missouri Pacific Ry. Co., James C. McGrew v., 8 I. C. C., 630.

See *McGrew v. Missouri Pacific Ry. Co.*

Missouri Pacific Ry. Co., Marshall Michel Grain Co. v., 13 I. C. C., 566.

Missouri Pacific Ry. Co., Samuel Matthews v., 5 I. C. C., 299.

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

Missouri Pacific Ry. 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.*

Missouri Pacific Ry. Co., Mayor & City Council of Wichita, Ks., v., 9 I. C. C., 558.

See *Mayor & City Council of Wichita, Kans., v. A., T. & S. F. Ry. Co.*

Missouri Pacific Ry. Co., Mayor & City Council of Wichita, Ks., v., 9 I. C. C., 569.

Missouri Pacific Ry. Co., Mayor & City Council of Wichita, Kans., v., 10 I. C. C., 35.

See *Mayor & City Council of Wichita, Kans., v. Missouri Pacific Ry. Co.*

Missouri Pacific Ry. Co., Menasha Woodenware Co. v., 11 I. C. C., 666.

Missouri Pacific Ry. Co. et al., Merchants Freight Bureau of Little Rock, Ark., v., 21 I. C. C., 573.

Missouri Pacific Ry. Co., Miller Bros. v. (U. R. A-413), 29 I. C. C., 718.

Missouri Pacific Ry. Co., Missouri & Kansas Shippers' Asso. v. (2 cases), 13 I. C. C., 411.

See *Missouri & Kansas Shippers' Asso. v. A., T. & S. F. Ry. Co.*

Missouri Pacific Ry. Co., J. W. Moran & Son v., 11 I. C. C., 598.

Missouri Pacific Ry. Co., National Paper Co. v., 26 I. C. C., 724.

Missouri Pacific Ry. Co. et al., National Petroleum Asso. et al. v., 18 I. C. C., 593.

See *National Petroleum Asso. v. M. P. Ry. Co.*

Missouri Pacific Ry. Co. et al., National Refining Co. v., 18 I. C. C., 593.

Missouri Pacific Ry. Co., National Refining Co. v., 24 I. C. C., 315.

See *National Refining Co. v. Mo. Pac. Ry. Co.*

Missouri Pacific Ry. Co., Nebraska State Ry. Commission v. (1403), 13 I. C. C., 685.

Missouri Pacific Ry. Co., Nollenberger, Carl, v., 15 I. C. C., 595.

See *Nollenberger v. M. P. Ry. Co.*

Missouri Pacific Ry. Co., Otoe Preserving Co. v., 22 I. C. C., 657.

Missouri Pacific Ry. Co. et al., Pabst Brewing Co. v., 18 I. C. C., 618.

Missouri Pacific Ry. Co., Paragould Lumber Co. v., 22 I. C. C., 665.

Missouri Pacific Ry. Co. et al., Pleasant Hill Lumber Co. v., 16 I. C. C., 335.

Missouri Pacific Ry. Co., R. R. Comm'rs of Kansas v., 22 I. C. C., 24.

Missouri Pacific Ry. Co., Ralston Townsite Co. v., 22 I. C. C., 354.

Missouri Pacific Ry. Co., Rea-Patterson Milling Co. v. (U. R. A-608), 30 I. C. C., 724.

Missouri Pacific Ry. Co. et al., Red Wing Sewer Pipe Co. v., 20 I. C. C., 665.

Missouri Pacific Ry. Co. et al., Redwood Manufacturers' Co. v., 18 I. C. C., 612.

Missouri Pacific Ry. Co. et al., Robertson Bros. v., 18 I. C. C., 618.

Missouri Pacific Ry. Co., Salina Produce Co. v. (U. R. A-452), 29 I. C. C., 724.

Missouri Pacific 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.*

Missouri Pacific Ry. Co., Simmons Hardware Co. v. (5963), 29 I. C. C., 712.

Missouri Pacific Ry. Co., Smith, B. E., v., 16 I. C. C., 335.

Missouri Pacific Ry. Co., Smith Brothers Grain Co. v., 14 I. C. C. 638.

Missouri Pacific Ry. Co. et al., Smith, C. D. Drug Co. v., 20 I. C. C., 141.

See *Wheeler & Motter Mercantile Co. v. C., B. & Q. R. R. Co.*

Missouri Pacific Ry. Co. et al, Sonneland, A, v., 21 I. C. C., 675.

Missouri Pacific Ry. Co., Southwestern Millers League v., 26 I. C. C., 245.

See Southwestern Millers League v. M. P. Ry. Co.

Missouri Pacific Ry. Co., Southwestern Missouri Millers' Club v. (6084), 29 I. C. C., 713.

Missouri Pacific Ry. Co., Stacy & Sons v., 25 I. C. C., 713.

Missouri Pacific Ry. Co. et al, Standard Asphalt & Rubber Co. v., 16 I. C. C., 606.

Missouri Pacific Ry. Co. et al, Stark, James E. & Co. v., 17 I. C. C., 603.

Missouri Pacific Ry. Co., Stark v. (1132), 29 I. C. C., 707.

Missouri Pacific Ry. Co., Sunderland Bros. Co. v., 22 I. C. C., 141.

See Sunderland Bros. Co. v. M. P. Ry. Co.

Missouri Pacific Ry. Co., Sunflower Glass Co. v., 22 I. C. C., 391.

See Sunflower Glass Co. v. M. P. Ry. Co.

Missouri Pacific Co., Swift & Co. v., 22 I. C. C., 385.

Missouri Pacific Ry. Co., Taylor, O. P., v., 15 I. C. C., 165.

See Taylor v. M. P. Ry. Co.

Missouri Pacific Ry. Co., Traffic Bureau Merchants' Exchange of St. Louis v., 13 I. C. C., 11, 105.

See Traffic Bureau Merchants' Exchange of St. Louis v. M. P. Ry. Co.

Missouri Pacific Ry. Co., Traffic Bureau Merchants' Exchange of St. Louis v., 14 I. C. C., 317, 551.

Missouri 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.

Missouri Pacific Ry. Co., United Kansas Portland Cement Co. v. (U. R. A-321), 28 I. C. C., 730.

Missouri Pacific Ry. Co., United States v., 25 I. C. C., 709.

Missouri Pacific Ry. Co. et al, Vulcan Steam Shovel Co. v., 18 I. C. C., 265.

Missouri Pacific Ry. Co., Washer, S. R. Grain Co. v., 15 I. C. C., 147.

See Washer Grain Co. v. M. P. Ry. Co.

Missouri Pacific Ry. Co. et al., Waters-Pierce Oil Co. v., 21 I. C. C., 674.

Missouri Pacific Ry. Co., Western States Portland Cement Co. v., 23 I. C. C., 519.

See Ashgrove Lime & Portland Cement Co. v. A., T. & S. F. Ry. Co.

Missouri Pacific Ry. Co. et al., Western States Portland Cement Co. v., 20 I. C. C., 672.

Missouri Pacific Ry. Co., Wilhoit v., 12 I. C. C., 137.

Missouri Pacific Ry. Co., Winterbotham, J. H. & Sons, Inc., v. 21 I. C. C., 266.

Missouri Pacific Ry. Co., Zang Brewing Co. v., 21 I. C. C., 666.

Missouri River Building Stone Rates, 28 I. C. C., 269.

Missouri River-Illinois Wheat & Flour Rates, 27 I. C. C., 286.

See In re Advances, Wheat & Flour Rates from Mo. River to Ill.

Missouri Transit Committee v. A., T. & S. F. R. Co. (U. R. A-104), 27 I. C. C., 707.

Misouri Valley Banana Dealers' Asso. v. Missouri, Kansas & Texas Ry. Co. (1234), 14 I. C. C., 635.

Missouri Valley Banana Dealers' Asso. v. St. Louis & San Francisco R. R. Co., 13 I. C. C., 620.

See Topeka Banana Dealers' Asso. v. St. L. & S. F. R. R. Co.

Mitchell v. Atchison, Topeka & Santa Fe Ry. Co., 12 I. C. C., 324.

Cited: Muskogee Traffic Bu. v. A., T. & S. F. Ry. Co., 17 I. C. C., 173.

Whether or not the grouping of points of origin or points of destination constitutes undue or unjust discrimination must be determined from the facts in each case.

Cited: Southwestern Mo. Millers' Club v. M., K. & T. Ry. Co., 22 I. C. C., 426.

Export rates via port of Galveston.

Mitchell, W. I. Co. v. S. P. Co., 24 I. C. C., 715.

Mitchell, Lewis & Staver Co. v. S. P. Co. (U. R. A-439), 29 I. C. C., 722.

Mitchell Veneer & Lumber Co. v. N. C. & St. L. Ry. (5116), 29 I. C. C., 710.

Mixon-McClintock Co. v. St. I., I. M. & S. R. Co., 25 I. C. C., 8.

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

See *Aberdeen Group Commercial Asso. v. Mobile & Ohio R. R. Co.*

Mobile & Ohio R. R. Co., Alabama Chemical Co. v. (U. R. A-602), 30 I. C. C., 724.

Mobile & Ohio R. R. Co., Berry Lumber & Stave Co. v., 24 I. C. C., 724.

Mobile & Ohio R. R. Co. et al., Berthold & Jennings v., 17 I. C. C., 607.

Mobile & Ohio R. R. Co., Berthold & Jennings v., 17 I. C. C., 611.

Mobile & Ohio R. R. Co., Berthold & P. Jennings Lumber Co. v., 26 I. C. C., 717.

Mobile & Ohio R. R. Co., Berthold & Jennings Lumber Co. v. (U. R. A-140), 27 I. C. C., 712.

Mobile & Ohio 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.*

Mobile & Ohio R. R. Co., S. J. & S. Cannon v., 11 I. C. C., 537.

Mobile & Ohio R. R. Co., Central Yellow Pine Asso. v., 10 I. C. C., 505.

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

Mobile & Ohio R. R. Co., Charlotte Shippers' Asso. v., 11 I. C. C., 108.

See *Charlotte Shippers' Asso. v. Southern Ry. Co.*

Mobile & Ohio R. R. Co. et al., Chattanooga Wagon Co. v., 21 I. C. C., 679.

Mobile & Ohio R. R. Co. et al., Cochran, C. W. Lumber Co. v., 16 I. C. C., 606.

Mobile & Ohio R. R. Co. et al., Crescent Lumber Co. v., 20 I. C. C., 230.

Mobile & Ohio R. R. Co., Fewell, W. L., v., 7 I. C. C., 354.

Mobile & Ohio R. R. Co. et al. Hydraulic-Press Brick Co. v., 19 I. C. C., 530.

See *Hydraulic-Press Brick Co. v. M. & O. R. R. Co.*

Mobile & Ohio R. R. Co., James & Graham Wagon Co. v. (1833), 15 I. C. C., 639.

Mobile & Ohio R. R. Co., Kath v., 22 I. C. C., 658.

- Mobile & Ohio R. R. Co., Lagomarcino Grupe Co. v.**, 24 I. C. C. 713.
- Mobile & Ohio R. R. Co., Meridian Fertilizer Factory v.**, 22 I. C. C., 662.
- Mobile & Ohio R. R. Co., Mobile Chamber of Commerce v.**, 23 I. C. C., 417.
See *Mobile Chamber of Commerce v. M. & O. R. R. Co.*
- Mobile & Ohio R. R. Co., Montgomery Freight Bureau v.**, 14 I. C. C., 374.
See *Montgomery Freight Bureau v. M. & O. R. R. Co.*
- Mobile & Ohio R. R. Co., National Pickle Co. & Canning Co. v.**, 22 I. C. C., 662.
- Mobile & Ohio R. R. Co., Plummer Lumber Co. v.**, 17 I. C. C., 607.
- Mobile & Ohio R. R. Co. et al., Prime Lumber Co. v.**, 17 I. C. C., 605.
- Mobile & Ohio R. R. Co. et al., Ralston Purina Co. v.**, 20 I. C. C., 671.
- Mobile & Ohio R. R. Co., W. R. Rea v.**, 7 I. C. C., 43.
See *Rea v. Mobile & Ohio R. R. Co.*
- Mobile & Ohio R. R. Co., George Rice v.**, 1 I. C. C., 503.
See *Rice v. L. & N. R. R. Co.*
- Mobile & Ohio R. R. Co., George Rice v.**, 4 I. C. C., 228.
Rice v. A., T. & S. F. Ry. Co.
- Mobile & Ohio R. R. Co., Robinson Land & Lumber Co. v.**, 26 I. C. C., 427.
- Mobile & Ohio R. R. Co., St. Louis Hay & Grain Co. v.**, 11 I. C. C., 90, 486.
See *St. Louis Hay & Grain Co. v. Mobile & Ohio R. R. Co.*, and *St. Louis Hay & Grain Co. v. I. C. R. R. Co.*
- Mobile & Ohio R. R. Co. et al., St. Louis Hay & Grain Co. v.**, 18 I. C. C., 607.
- Mobile & Ohio R. R. Co. et al., St. Louis Hay & Grain Co. v.**, 19 I. C. C., 533.
See *St. Louis Hay & Grain Co. v. M. & O. R. R. Co.*
- Mobile & Ohio R. R. Co., Wm. Wrigley, Jr., v.**, 10 I. C. C., 412.
- Mobile Chamber of Commerce v. M. & O. R. Co.**, 23 I. C. C., 417.

Defendants ordered not to discriminate in extending delivery at ship-side rates at the port of Mobile, Ala., on traffic moving over their wharves when destined to one water line or to another; defendants fur-

ther ordered to cease discriminating in the issuance of through bills of lading on export traffic moving at their ship-side rates.

Southern Ry. Co. v. United States.

Not reported. June 13, 1913.

Commerce Court No. 81.

Case dismissed without prejudice in accordance with stipulation.

Cited: Flour City S. S. Co. v. L. V. R. R. Co., 24 I. C. C., 190.

Cited: In re Wharfage Facilities at Pensacola, Fla., 27 I. C. C., 256.

A rail carrier may set aside one or more of its docks for the use of particular lines so long as such practice does not conflict with its duty to give delivery at those docks to whomsoever may apply for freight properly deliverable at that point; it may give up its entire dock facilities to some particular line if it so desire, but must make delivery upon equal terms to other lines.

Mobile, Jackson & Kansas City R. R. Co., Central Yellow Pine Asso. v., 10 I. C. C., 505.

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

Mobile, Jackson & Kansas City R. R. Co., Central Commercial Co. v., 15 I. C. C., 25.

Mobile, Jackson & Kansas City R. R. Co. et al., Cochran, C. W. Lumber Co. v., 17 I. C. C., 606.

Mobile, Jackson & Kansas City R. R. Co., Houlika Tie Co. v. (2725), 29 I. C. C., 709.

Mobile, Jackson & Kansas City R. R. Co. et al., Keeveny, T. W. Lumber Co. v., 19 I. C. C., 602.

Mobile, Jackson & Kansas City R. R. et al., Memphis Freight Bureau v., 17 I. C. C., 613.

Mobile, Jackson & Kansas City R. R. Co. et al., Memphis Freight Bureau v., 17 I. C. C., 613.

Mobile, Jackson & Kansas City R. R. Co., New Albany Furniture Co. v., 13 I. C. C., 594.

Mobile, Jackson & Kansas City R. R. Co. et al., Prime Lumber Co. v., 17 I. C. C., 606.

Mogenson-Wells Co. v. E. R. R. Co. (U. R. A-419), 29 I. C. C., 719.

Moise Bros. Co. v. Chicago, Rock Island & El Paso Ry. Co. (1164), 13 I. C. C., 681.

Moise Bros. Co. v. Chicago, Rock Island & Pacific Ry. Co. et al., 16 I. C. C., 550.

Cited: **New Pittsburgh Coal Co. v. H. V. Ry. Co.**, 26 I. C. C., 122.

The division of a through rate accepted by a carrier may throw some light upon the reasonableness of other rates, but it may not be regarded as a necessary test of the reasonableness of a local rate over the same line.

Molasses Rates to Knoxville, Tenn., 30 I. C. C., 613.

Molasses from Mobile, Ala., 28 I. C. C., 666.

Moline Plow Co. v. Chicago, Milwaukee & St. Paul Ry. Co., 18 I. C. C., 626.

Moline Plow Co. v. Chicago, Milwaukee & St. Paul Ry. Co. et al., 21 I. C. C., 678.

Momsen & Co. v. El Paso & Southeastern R. R. Co. (1583), 14 I. C. C., 639.

Momsen & Co. v. Gila Valley, Globe & Northern Ry. Co., 14 I. C. C., 614.

Momsen Co. v. P., C., C. & St. L. R. Co. (U. R. A-136), 27 I. C. C., 712.

Monack v. P. R. R. Co. (U. R. A-667), 30 I. C. C., 732.

Monarch Metal Mfg. Co. v. K. C. S. Ry. Co. (U. R. A-305), 28 I. C. C., 728.

Monarch Mill Co. v. A., T. & S. F. R. Co., 25 I. C. C., 180.

Monarch Milling Co. v. Chicago, Rock Island & Pacific Ry. Co. et al., 17 I. C. C., 1.

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

Monongahela R. R. Co. et al., Cananea Consolidated Copper Co. v., 16 I. C. C., 612.

Monongahela R. R. Co. et al., Old Dominion Copper Mining & Smelting Co. v., 16 I. C. C., 608.

Monongahela R. R. Co. et al., Spreckles Bros. Commercial Co. v., 18 I. C. C., 190.

Monroe, George L. & Sons v. Michigan Central R. R. Co. et al., 17 I. C. C., 27.

Cited: **U. S. v. D. & R. G. R. R. Co.**, 18 I. C. C., 9.

Cited: **Tioga Coal Co. v. C., R. I. & Pac. Ry. Co.**, 18 I. C. C., 415.

Cited: **Beckman Lumber Co. v. La. Ry. & N. Co.**, 19 I. C. C., 347.

Followed: **Crescent Coal & Mining Co. v. B. & O. R. R. Co.**, 20 I. C. C., 559.

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 therefor.

Cited: Schulz & Co. v. C., M. & St. P. Ry. Co., 20 I. C. C., 405.

Where a shipper is compelled to pay demurrage charges through the fault of the carrier, the carrier must refund the charges so exacted.

Monroe Progressive League v. St. Louis, Iron Mountain & Southern Ry. Co., 15 I. C. C., 534.

Followed: Williams Co. v. V., S. & P. Ry., 16 I. C. C., 486.

Cited: Texarkana Frt. Bu. v. St. L., I. M. & S. Ry. Co., 28 I. C. C., 573.

The rates adjustment applying to Shreveport, Alexandria, Monroe and Vicksburg formerly considered and nothing indicates necessity for disturbing the relationship or of giving Vicksburg a rate advantage over these other points.

Cited: Muskogee Traffic Bu. v. A., T. & S. F. Ry. Co., 17 I. C. C., 173.

Per-ton-mile comparisons should not be conclusive in judging of the reasonableness of rates, for such a scrutiny is from narrowest viewpoint.

Montague, W. W. & Co. v. Atchison, Topeka & Santa Fe Ry. Co. et al., 17 I. C. C., 72.

Cited: Peerless Agencies Co. v. A., T. & S. F. Ry. Co., 17 I. C. C., 218.
Reparation awarded on excessive minimum weight fixed by defendants.

Cited: Pease Bros. Fur. Co. v. S. P., L. H. & S. L. R. R. Co., 17 I. C. C., 224.

Sliding scale of minimum weights commensurate with size of car approved.

Montague, W. W. & Co. v. Baltimore & Ohio Southwestern R. R. Co. et al., 17 I. C. C., 614.

Montague, W. W. & Co. v. Chicago, Burlington & Quincy R. R. Co. et al., 17 I. C. C., 72.

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

Montague, W. W. & Co. v. Illinois Central R. R. Co. et al., 17 I. C. C., 72.

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

Montague, W. W. & Co. v. Southern Pacific Co. et al., 17 I. C. C., 72.

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

Montague Mailing Machinery Co. v. N. C. & St. L. Ry. (U. R. A-626), 30 I. C. C., 727.

Montana Pass Situation, 29 I. C. C., 411.

Montana R. R. Commissioners v. C., B. & Q. R. Co., 25 I. C. C., 371.

Montana R. R. Commissioners v. D. & R. G. R. Co., 27 I. C. C., 522.

Montana R. R. Com'rs, in Behalf of Conrad Mercantile Co., v. G. N. Express Co. (5199), 28 I. C. C., 714.

Montana Board of R. R. Com'rs v. G. N. R. Co. (U. R. A-124), 27 I. C. C., 710.

Montana R. R. Commission v. N. P. R. Co., 26 I. C. C., 427.

Montana R. R. Commissioners, in Behalf of Frank W. Campbell, v. N. P. R. Co., 26 I. C. C., 482.

Montana R. R. Com'rs, in Behalf of L. H. Van Dycke Co., v. N. P. Ry. Co. (U. R. A-157), 27 I. C. C., 715.

Montana R. R. Commissioners, in Behalf of Olmsted-Stevenson Co., v. O. S. L. R. Co., 26 I. C. C., 714.

Montell, Edwin E., v. Balto. & Ohio R. R. Co., 7 I. C. C., 412.

Montezuma, Ga., City of, v. C. of G. Ry. Co., 28 I. C. C. 280.

See *City of Montezuma, Ga., v. Cen. of Ga. Ry. Co.*

Montgomery Freight Bureau v. Louisville & Nashville R. R. Co., 16 I. C. C., 603.

Montgomery Freight Bureau v. Louisville & Nashville R. R. Co. et al, 17 I. C. C., 521.

Cited: **Columbia Groc. Co. v. L. & N. R. R. Co.**, 18 I. C. C., 507.

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 or basing points, making the intermediate rates in combination on such terminal or basing point, have been several times passed on and points are settled.

Montgomery Freight Bureau v. Louisville & Nashville R. R. Co. et al, 17 I. C. C., 603.

Montgomery Freight Bureau v. Mobile & Ohio R. R. Co., 14 I. C. C., 374.

Cited: **Virginia-Carolina Chem. Co. v. A. C. L. R. R. Co.**, 27 I. C. C., 236.

Rates on fertilizer in different sections of south.

Montgomery Freight Bureau v. Western Ry. of Alabama, 14 I. C. C., 150.

Cited: Montgomery Frt. Bu. v. M. & O. R. Co., 14 I. C. C., 374.
The two cases were heard together.

Cited: Virginia-Carolina Chem. Co. v. A. C. L. R. R. Co., 27 I. C. C., 236.

Fertilizer rates in different sections of south.

Montgomery Freight Bureau v. Western Ry. of Alabama, 15 I. C. C., 199.

Montpelier & Wells River R. R., Blake & Co. v. (U. R. A-241), 27 I. C. C., 726.

Montpelier & Wells River R. R., Jones Brothers Co. v., 14 I. C. C., 139, 140, 144, 145.

Montpelier & Wells River R. R. Co. et al., Jones Bro. Co. v., 21 I. C. C., 577.

Montpelier & Wells River R. R. Co., Jones Bros. Co. v., 25 I. C. C., 711.

Montpelier & Wells River R. R., Lazarri & Barton Co. v., 14 I. C. C., 146.

Montpelier & Wells River R. R. et al., Rice, Marshall H., v., 17 I. C. C., 628.

Montpelier & Wells River R. R., Sims v., 26 I. C. C., 275.

Montpelier & Wells River R. R., Tayntor Granite Co. v., 14 I. C. C., 136.

Moon, Edgar F., v. Chicago, Rock Island & Pacific Ry. Co., 20 I. C. C., 672.

Moore, F. E., v. D. & R. G. R. Co., 25 I. C. C., 1.

Moore, H. P., v. S. R. Co., 23 I. C. C., 716.

Moore Robert & Co v. S. A. L. R., 22 I. C. C., 667.

Moore, William E., v. New York & Long Branch R. R. Co., 20 I. C. C., 557.

Distinguished: Hill v. P. R. R. Co., 25 I. C. C., 651.

Distinguished: Edelsten v. P. R. R. Co., 26 I. C. C., 361.

The ticket in present case is of the "punch-cancellation" variety where the number of the trip is punched out and the carrier has no check on the particular trip, while in cited case the ticket was of "coupon commutation" variety which is a ticket containing coupon each bearing the number of the ticket, one of which is detached by conductor on each ride and forwarded to auditor.

Reversed in effect: Miller v. A. C. L. R. R. Co., 29 I. C. C., 529.

Cited case held rule allowing refund on commutation tickets lost by holder thereof only when the lost ticket had been found and returned to the proper officer, unjustly discriminatory. Present case broadly holds that carriers will not be required to make refunds of the value of lost passenger tickets.

- Moore Hardware & Iron Co. v. C., R. I. & P. R. Co.** (U. R. A-134), 27 I. C. C., 711.
- Moore Hardware & Iron Co. v. D. & R. G. R. R. Co.** (U. R. A-392), 28 I. C. C., 740.
- Moore Mercantile Co. v. Chicago, Milwaukee & Puget Sound Ry. Co. et al.**, 17 I. C. C., 622.
- Moore, Lucas E. Stave Co. v. I. C. R. Co.**, 24 I. C. C., 725.
- Moore Stave Co. v. S. Ry. Co.**, 30 I. C. C., 105.
- Moran, J. W. & Son v. Missouri Pacific Ry. Co.**, 11 I. C. C., 598.
- Morehead & North Fork R. R. Co., Fullerton-Powell Hardwood Lumber Co. v.** (U. R. A-367), 28 I. C. C., 736.
- Morey Mercantile Co. v. C., R. I. & P. R. Co.** (U. R. A-156), 27 I. C. C., 715.
- Morgan v. Missouri, Kansas & Texas Ry. Co.**, 12 I. C. C., 525.

Cited: Coffeyville Brick & Tile Co. v. St. L. & San F. R. Co., 12 I. C. C., 499.

It is ordinarily true that the through rate on freight as with passenger fares, should not exceed the combination of locals, but this rule has exceptions and it has been held that the through rate, when circumstances warranted, might exceed the combination of locals.

Cited: Wood Butter Co. v. C., C. & St. L. Ry. Co., 16 I. C. C., 375.

A shipper has the right to consign a shipment to a given point, pay charges upon it, assume custody and take possession of the property, and later reship it to another point under rates lawfully applicable.

Cited: Com. Club of Omaha v. A. & S. R. Ry. Co., 27 I. C. C., 317.

As to shipments rebilled from Omaha it is unsound to contend that there must be a specific allegation and finding as to the reasonableness of the through rate from points of origin to destinations beyond and that the carriers participating in the haul beyond Omaha are necessary parties, in order to sustain a finding for reparation, and that it does not necessarily follow because one factor of a through rate has been held to be unreasonably high, that the through rate to destination is so.

Morgan, A. P. Grain Co. et al. v. Atlantic Coast Line R. R. Co. et al., 19 I. C. C., 460.

Cited: Liberty Mills v. L. & N. R. R. Co., 23 I. C. C., 185.

The transit rates were approved as reasonable in the cited case.

Cited: Lagrange Chamber of Com. v. A. & W. P. R. R. Co., 28 I. C. C., 484.

The history of the relation of rates between the Ohio and Mississippi River crossings to the southeast, both with reference to the relation of rates from the various crossings and the lowering of the Atlanta rates from time to time referred to in cited case.

Cited and followed: Atlanta Freight Bu. v. N., C. & St. L. Ry. Co., 27 I. C. C., 484.

Quoted: Fourth Section Violations in the Southeast, 30 I. C. C., 304.

The scale of rates to Atlanta is low and was not put in voluntarily by the railroads but is rather the result of sharp competition.

Morgan's Louisiana & Texas R. R. & S. S. Co., Anderson-Tully Co. v. (5191), 28 I. C. C., 713.

Morgan's Louisiana & Texas R. R. & S. S. Co., Anderson-Tully Co. v., 30 I. C. C., 140.

Morgan's Louisiana & Texas R. R. & S. S. Co., Browne Grain Co. v., 22 I. C. C., 667.

Morgan's Louisiana & Texas R. R. & S. S. Co., Browne Grain Co. v., 26 I. C. C., 714.

Morgan's Louisiana & Texas R. R. & S. S. Co. et al., Copper Queen Consolidated Mining Co. v., 19 I. C. C., 612.

Morgan's Louisiana & Texas R. R. & S. S. Co., Crombie & Co. v., 15 I. C. C., 185.

Morgan's Louisiana & Texas R. R. & S. S. Co., Goodman Produce Co. v., 15 I. C. C., 185.

Morgan's Louisiana & Texas R. R. & S. S. Co., Gulf Lumber Co. v. (U. R. A-574), 30 I. C. C., 720.

Morgan's Louisiana & Texas R. R. & S. S. Co., Miller & Co. v., 23 I. C. C., 713.

Morgan's Louisiana & Texas R. R. & S. S. Co., Morton Salt Co. v., 28 I. C. C., 422.

Morgan's Louisiana & Texas R. R. & S. S. Co. et al., Orange Grocery Co. v., 19 I. C. C., 502.

Morgan's Louisiana & Texas R. R. & S. S. Co. et al., Oster Bros. v., 21 I. C. C., 511.

Morgan's Louisiana & Texas R. R. & S. S. Co., Payne, D. M., v., 15 I. C. C., 185.

See Payne v. M. L. & T. R. R. & S. S. Co.

Morler, Chris, v. O. S. L. R. Co. (U. R. A-195), 27 I. C. C., 720.

Morrell, John & Co. v. Chicago, Burlington & Quincy R. R. Co. et al., 20 I. C. C., 400.

Morrell, C. O., v. Union Pacific Ry. Co., 6 I. C. C., 121.

Cited: Evans v. Union Pac. Co., 6 I. C. C., 528, 543.

Wheat rates investigated.

The apportionment of earnings as made by Union Pacific is largely a question of bookkeeping.

Cited: Dallas Frt. Bu. v. M., K. & T. Ry. Co., 12 I. C. C., 433.

Cited: Rhinelander Paper Co. v. U. P. Ry. Co. et al., 13 I. C. C., 635.

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.

Morris, S. & Co. v. Lake Shore & Michigan Southern Ry. Co. et al., 18 I. C. C., 626.

Morris Co. v. Norfolk & Western Ry. Co. et al., 21 I. C. C., 676.

Morris & Co. v. U. P. R. Co., 22 I. C. C., 657.

Morris Fork Coal Co. v. C. & C. Ry. Co., 30 I. C. C., 531.

Morris Iron Co. v. B. & O. R. Co., 26 I. C. C., 240.

Cited: Waverly Oil Works Co. v. P. R. R. Co., 28 I. C. C., 627.

Cited case cited as apparently holding that a carrier may not be required to receive from a connecting carrier at terminal city, shipments for delivery through its terminals.

Morris, Johnson, Brown Mfg. Co. v. I. C. R. R. Co., 30 I. C. C., 443.

Morristown, Tenn., Board of Trade v. A. C. L. R. Co., 24 I. C. C., 372.

See Board of Trade, of Morristown, Tenn., v. A. C. L. R. R. Co.

Morse Produce Co. v. Chicago Milwaukee & St. Paul Ry. Co., 12 I. C. C., 485.

Cited: Morse Produce Co. v. C., M. & St. P. Ry. Co., 15 I. C. C., 335.

Same parties, reparation.

Morse Produce Co. v. Chicago, Milwaukee & St. Paul Ry. Co., 15 I. C. C., 334.

Cited: Farley & Loetscher Mfg. Co. v. C., M. & St. P. Ry. Co., 15 I. C. C., 603.

The power of Commission to award reparation.

Morti v. Chicago, Milwaukee & St. Paul Ry. Co., 13 I. C. C., 513.

Cited: Ocheltree Grain Co. v. T. & P. Ry. Co., 18 I. C. C., 413.

One of the carriers which participated in the movement was not a party to the complaint and could not at the time be made a party because statute of limitations had run against it, but this held not to be a fatal defect.

Morton v. U. P. R. R. Co. (U. R. A-385), 28 I. C. C., 738.

Morton Salt Co. v. B. R. & P. Ry. Co., 28 I. C. C., 38.

Morton Salt Co. v. M. L. & T. R. R. Co., 28 I. C. C., 422.

Moscow, Camden & San Augustine Ry. Co., Mayor & City Council of Wichita, Ks., 9 I. C. C., 569.

Mose Smith & Co. v. Missouri & North Arkansas R. R. Co., 15 I. C. C., 449.

Mosson, M. Co. v. Pennsylvania R. R. Co., 19 I. C. C., 30.

Motorcycle Mfrs. Asso. v. B. & O. R. Co., 26 I. C. C., 127.

Mount Olive Stave Co., Little Rock Merchants Freight Bureau for, v. St. L., I. M. & S. Ry. Co. (5935), 28 I. C. C., 720.

Mount Pleasant Fertilizer Co. v. L. & N. R. R. Co. (U. R. A-579), 30 I. C. C., 721.

Mount Pleasant Fertilizer Co. v. S. Ry. Co. (U. R. A-657), 30 I. C. C., 731.

Mountain Ice Co. v. Delaware, Lackawanna & Western R. R. Co., 15 I. C. C., 305.

Cited: Mountain Ice Co. v. D., L. & W. R. R. Co., 17 I. C. C., 448.
Supplemental petition.

Cited: Mountain Ice Co. v. D., L. & W. R. R. Co., 21 I. C. C., 46.
Reparation.

Mountain Ice Co. et al. v. Delaware, Lackawanna & Western R. R. Co. et al., 17 I. C. C., 447.

Cited: Mountain Ice Co. et al. v. D., L. & W. R. R. Co. et al., 21 I. C. C., 46.
Reparation.

Mountain Ice Co. et al. v. Delaware, Lackawanna & Western R. Co., 21 I. C. C., 45.

Cited: Mountain Ice Co. v. D., L. & W. R. R. Co., 21 I. C. C., 596.
Rehearing allowing additional orders granting reparation.

Cited: Michigan Hdwe. Mfrs. Asso. v. Freight Bu., 27 I. C. C., 36.

Followed: Alleged Unreasonable Rates on Meats, 28 I. C. C., 336.

A general statement by complainant that shipments had been made between certain points which were described in somewhat general terms under the rates in issue, on account of which reparation would be claimed, held sufficient.

Mountain Ice Co. & Trout Lake Ice Co. v. Erie R. R. Co., 15 I. C. C., 305.

See Mountain Ice Co. v. D., L. & W. R. R. Co.

Mountain Ice Co. et al. v. Erie R. R. Co. et al., 17 I. C. C., 447.

See Mountain Ice Co. v. D., L. & W. R. R. Co.

Mountain Ice Co. et al. v. Erie R. R. Co., 21 I. C. C., 596.

Cited: Com. Club of Omaha v. A. & S. R. Ry. Co., 27 I. C. C., 323.

When freight charges are tendered and paid to the delivering carrier by the consignee, but the paid expense bills were transmitted to the consignors in lieu of the same amount of cash and deducted from the invoice price in settlement consignors are the real parties in interest as respects reparation.

Mountain Ice Co. & Trout Lake Ice Co. v. Erie R. R. Co., 15 I. C. C., 305.

See Mountain Ice Co. v. D., L. & W. R. R. Co.

Mt. Vernon Milling Co. v. Chicago, Milwaukee & St. Paul Ry. Co., 7 I. C. C., 194.

Muehlerback Brewing Co. v. B. & O. R. Co., 26 I. C. C., 718.

Muller, E. B. & Co. v. G. T. W. R. Co., 22 I. C. C., 657.

Muller & Co. v. G. T. W. Ry. Co. (U. R. A-535), 29 I. C. C., 735.

Multnomah Lumber & Box Co. v. S. P. Co., 25 I. C. C., 123.

Muncie & Western R. R. Co., 30 I. C. C., 434.

Mumro Mercantile Co. v. C. M. Ry. Co. (5021), 28 I. C. C., 713.

Murphey Co. v. C., M. & St. P. Ry. Co. (U. R. A-631), 30 I. C. C., 727.

Murphy, Hugh, v. Chicago, Milwaukee & St. Paul Ry. Co. et al., 18 I. C. C., 627.

Murphy Bros. v. New York Central & Hudson River R. R. Co., 17 I. C. C., 457.

Cited: Peale, Peacock & Kerr v. C. R. R. of N. J., 18 I. C. C., 36.

Free time should be computed from 7 a. m. on the day succeeding the sending of notice.

Cited: Peale, Peacock & Kerr v. C. R. R. of N. J., 21 I. C. C., 177.
Reparation.

Murphy Bros. v. New York Central & Hudson River R. R. Co., 21 I. C. C., 176.

Cited: Joynes v. P. R. R. Co., 2 I. C. C., 459.

The defendant expected to amend track storage tariffs waiving charges where the weather interferes with the unloading.

Cited: Wholesale Produce Dealers' Asso. v. L. I. R. R. Co., 26 I. C. C., 414.

Track storage and demurrage charges at congested yards in the large centers of population considered in cited case.

Murphy Distilling Co. v. Evansville & Terre Haute R. R. Co. et al., 21 I. C. C., 671.

Murphy, Wasey & Co. v. Wabash R. R. Co., 5 I. C. C., 122.

Cited: Ind. R. Ass'ns, Titusville & Oil City, v. W. N. Y. & P. R. Co., 5 I. C. C., 449.

The object of classification is to furnish a basis for rate charges but an incorrect classification would neither authorize an unjust rate nor render unlawful a just rate. The question under consideration is not one of classification, but as to the reasonableness of the rate.

Quoted: Potter Mfg. Co. v. C. & G. T. Ry. Co., 5 I. C. C., 524.

"A carrier should receive a greater compensation in the aggregate for hauling a carload of large tonnage than one of less tonnage, yet, other things being equal, as a general rule, the rate per hundred pounds should be less in the former than in the latter case."

Cited: Page v. Delaware, L. & W. R. Co., 6 I. C. C., 554.

The Commission will not only require the carriers by suitable order to cease and desist from charging or doing what is ascertained to be unlawful, but from omitting to do what is found to be lawful.

Murray, Edward G. Lighterage & Transportation Co. v. D. & H. Co., 25 I. C. C., 388.

Cited: Truckers Transfer Co. v. C. & W. C. Ry. Co., 27 I. C. C., 278.

A common carrier by rail unduly discriminates if it establishes through routes and joint rates with one lighterage company, but refuses to do so with a competitor of that company.

Murrays Line v. Delaware & Hudson Co., 19 I. C. C., 602.

Muse Bros. Co. v. Chicago, Rock Island & Pacific Ry. Co. et al., 20 I. C. C., 235.

Muskogee Commercial Club v. Missouri, Kansas & Texas Ry. Co., 12 I. C. C., 312.

Distinguished: Chickasaw Compress Co. v. G., C. & S. F. Ry. Co., 13 I. C. C., 191.

A similar order in present case to that in the Muskogee case would, as applied to the situation here, be purely theoretical, and would have no practical effect except possibly to disturb conditions not complained of elsewhere along the line of these roads. Muskogee case is not an authority for such an order or requirement as would be necessary in these cases to effect the purposes of complainants.

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

Compression is a service which the carrier procures for its own conveniences, and when that service is performed in such manner as not to prejudice or prefer a particular shipper or community the act does not limit the freedom of the carrier to make contracts in respect thereto.

Cited: Concentration of Cotton, 26 I. C. C., 593.

The profit accruing from compression of cotton found to be 15 to 20 cents per bale.

Muskogee Commercial Club v. Missouri, Kansas & Texas Ry. Co., 13 I. C. C., 68.

Muskogee Traffic Bureau v. Atchison, Topeka & Santa Fe Ry. Co. et al., 17 I. C. C., 169.

Cited: Hammerschmidt & Franzen Co. v. C. & N. W. Ry. Co., 30 I. C. C., 81.

Whether under a group rate adjustment the discrimination or preference is undue is one of fact to be determined from all the circumstances of the particular case.

Muskogee Wholesale Grocer Co. v. St. L. & S. F. R. R. Co. (U. R. A-577), 30 I. C. C., 720.

Mutual Oil Co. v. A., T. & S. F. R. Co. (U. R. A-180), 27 I. C. C., 718.

Mutual Rice Trade & Development Asso. of Houston v. I. & G. N. R. Co.,
23 I. C. C., 219.

Cited: Wichita Business Asso. v. A., T. & S. F. Ry. Co., 30 I. C. C., 52.

Through carload rates may not be reasonably based on combination of intermediate rates, one factor of which is an any-quantity rate made with reference, and applicable, to conditions of transportation substantially dissimilar to those characterizing the through movement.

Mutual Transit Co., 29 I. C. C., 45.

Mutual Wheel Co. v. Pittsburg, Cincinnati, Chicago & St. Louis Ry. Co. et al., 17 I. C. C., 618.

Myer, Nathan, v. Cleveland, Cincinnati, Chicago & St. Louis Ry. Co., 9 I. C. C., 78.

Cited: The Nat. Hay Asso. v. L. S. & M. S. R. Co., 9 I. C. C., 304.

Quoted: I. & S. Docket, 76, 25 I. C. C., 473.

The legal duty of the carrier requires it to so classify traffic and fix charges thereon that the burden of transportation shall be reasonably and justly distributed among the articles it carries.

Myers, Milton L., v. Pa. Company, 2 I. C. C., 573.

Cited: Hulbert H. Warner v. N. Y. Cen. & H. R. R. Co., 4 I. C. C., 40.

Certain classification prior to Official Classification giving a lower rate before, are not controlling.

Myers, Milton, Survivor, etc., v. Pennsylvania Co., 3 I. C. C., 130.

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Nacogdoches & Southeastern R. R. Co., Houston, East & West Texas Ry. Co. v. (1696), 14 I. C. C., 641.

Namm v. P. R. R. Co. (U. R. A-394), 28 I. C. C., 740.

Nashville, Chattanooga & St. Louis Ry., American Brake Shoe & Foundry Co. v., 28 I. C. C., 350.

Nashville, Chattanooga & St. Louis Ry. Co., Atlanta Freight Bueeau v., 29 I. C. C., 476.

Nashville, Chattanooga & St. Louis Ry., Atwood Co. v. (U. R. A-411), 29 I. C. C., 718.

Nashville, Chattanooga & St. Louis Ry. Co., Board of Trade of Chattanooga, Tenn., v., 5 I. C. C., 546.

See B'd of T'rd of Chattanooga v. E. Tenn. Va. & Ga. Ry. Co.

Nashville, Chattanooga & St. Louis 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.

Nashville, Chattanooga & St. Louis Ry. Co., Brewer & Hanleiter v., 7 I. C. C., 224.

See Brewer & Hanleiter v. Louisville & Nashville R. R. Co.

Nashville, Chattanooga & St. Louis Ry. Co., Brittain v. (U. R. A-581), 30 I. C. C., 721.

Nashville, Chattanooga & St. Louis Ry. Co., Cahill Iron Works v., 25 I. C. C., 252.

Nashville, Chattanooga & St. Louis Ry. Co., S. C. Capehart v., 4 I. C. C., 265.

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

Nashville, Chattanooga & St. Louis Ry. Co., Chamber of Commerce of Chattanooga v., 10 I. C. C., 111.

See Chamber of Commerce of Chattanooga v. Southern Ry. Co.

Nashville, Chattanooga & St. Louis Ry. Co., Charlotte Shippers' Asso. v., 11 I. C. C., 108.

See Charlotte Shippers' Asso. v. S. Ry. Co.

Nashville, Chattanooga & St. Louis Ry., Chattanooga Boiler & Tank Co. v., 22 I. C. C., 660.

Nashville, Chattanooga & St. Louis Ry., Chattanooga Bottle & Glass Mfg. Co. v. (U. R. A-575), 30 I. C. C., 720.

Nashville, Chattanooga & St. Louis Ry., Chattanooga Brewing Co. v. (U. R. A-179), 27 I. C. C., 718.

Nashville, Chattanooga & St. Louis Ry., Chattanooga Sewer Pipe & Fire Brick Co. v. (5167), 28 I. C. C., 713.

Nashville, Chattanooga & St. Louis Ry., Chattanooga Sewer Pipe & Fire Brick Co. v. (U. R. A-534), 29 I. C. C., 735.

Nashville, Chattanooga & St. Louis Ry. Co., Douthitt & Crosswy Tobacco Co. v. (U. R. A-118), 27 I. C. C., 709.

Nashville, Chattanooga & St. Louis Ry. Co. et al., Duncan, W. S. & Co. et al. v., 16 I. C. C., 590.

See *Duncan v. N., C. & St. L. Ry. Co.*

Nashville, Chattanooga & St. Louis Ry. Co. et al., Duncan, W. S. & Co. et al. v., 21 I. C. C., 186.

See *Duncan & Co. v. N., C. & St. L. Ry. Co.*

Nashville, Chattanooga & St. Louis Ry., Eagle Pencil Co. v., 25 I. C. C., 203.

Nashville, Chattanooga & St. Louis Ry. Co., Edwards v., 12 I. C. C., 247.

See *Edwards v. N., C. & St. L. Ry. Co.*

Nashville, Chattanooga & St. Louis Ry., Farrar Lumber Co. v., 25 I. C. C., 22.

Nashville, Chattanooga & St. Louis Ry. Co., Gager Lime & Mfg. Co. v., 23 I. C. C., 711, 712.

Nashville, Chattanooga & St. Louis Ry. Co., Hamilton & Brown v., 4 I. C. C., 686.

See *Hamilton & Brown v. Chattanooga, R. & C. R. R. Co.*

Nashville, Chattanooga & St. Louis Ry. Co., S. J. Hill & Bro. v., 6 I. C. C., 343.

See *Hill, S. J. & Bro. v. Nashville, Chattanooga & St. Louis Ry. Co.*

Nashville, Chattanooga & St. Louis Ry. et al., Howard, E. A. & Co. v., 17 I. C. C., 623.

Nashville, Chattanooga & St. Louis Ry. Co., T. M. Kehoe & Co. v., 11 I. C. C., 172.

Nashville, Chattanooga & St. Louis Ry. Co., Kehoe & Co. v., 14 I. C. C., 555.

Nashville, Chattanooga & St. Louis Ry., Krauss Bros. Lumber Co. v. (U. R. A-315), 28 I. C. C., 729.

Nashville, Chattanooga & St. Louis Ry., McLaughlin & Son v., 25 I. C. C., 711.

Nashville, Chattanooga & St. Louis Ry. Co., Mayor & Council of Tifton, Ga. v., 9 I. C. C., 160.

See *Mayor & Council of Tifton, Ga., v. L. & N. R. R. Co.*

Nashville, Chattanooga & St. Louis Ry. Co., Mitchell Veneer & Lumber Co. v. (5116), 29 I. C. C., 710.

Nashville, Chattanooga & St. Louis Ry. Co., Montague Mailing Machinery Co. v. (U. R. A-626), 30 I. C. C., 727.

Nashville, Chattanooga & St. Louis Ry. Co., Omaha Cooperage Co. v., 12 I. C. C., 250.

See Omaha Cooperage Co. v. N., C. & St. L. Ry. Co.

Nashville, Chattanooga & St. Louis Ry. Co., Paducah Cooperage Co. v., 22 I. C. C., 226.

Nashville, Chattanooga & St. Louis Ry. Co., Phillips, Bailey & Co. v., 8 I. C. C., 93.

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

Nashville, Chattanooga & St. Louis Ry. Co., Planters' Compress Co. v., 11 I. C. C., 382.

See Planters' Compress Co. v. C., C. & St. L. Ry. Co.

Nashville, Chattanooga & St. Louis Ry. Co., R. R. Comm. of Ga. v., 5 I. C. C., 325, 326.

See R. R. Com. of Ga. v. Clyde S. S. Co.

Nashville, Chattanooga & St. Louis Ry., Richmond Hosiery Mills v., 23 I. C. C., 718.

Nashville, Chattanooga & St. Louis Ry. Co., Rose Co. v., 24 I. C. C., 704.

Nashville, Chattanooga & St. Louis Ry. Co. et al., Simpson, W. P., v. 16 I. C. C., 604.

Nashville, Chattanooga & St. Louis Ry. Co., Southern Paint & Glass Co. v., 6 I. C. C., 284.

Nashville, Chattanooga & St. Louis Ry. Co., H. H. Tift v., 10 I. C. C., 548.

See Tift v. Southern Ry. Co.

Nashville, Chattanooga & St. Louis Ry., U. S. Cast Iron Pipe & Fdry. Co. v. (U. R. A-314), 28 I. C. C., 729.

Nashville, Chattanooga & St. Louis Ry. Co., Wilmington Tariff Asso. of Wil., N. C., v., 9 I. C. C., 118.

See Wilmington Tariff Asso. v. C. P. & V. R. R. Co.

Nashville Tie Co. v. L. & N. R. Co., 24 I. C. C., 713.

Nashville Traffic Bureau v. L. & N. R. R. Co., 28 I. C. C., 533.

See Traffic Bu of Nashville, Tenn., v. L. & N. R. R. Co.

Natchidoches & Red River Valley Ry. Co., Mayor & City Council of Wichita, Ks., 9 I. C. C., 569.

Natchidoches R. R. Co., Kauffman Milling Co. v., 4 I. C. C., 417.

See Kauffman Milling Co. v. Missouri Pac. Ry. Co.

Napoleon Hill Cotton Co. v. M., K. & T. Ry. Co. (U. R. A-344), 28 I. C. C., 733.

National Asso. of Automobile Mfra. v. A. A. R. Co., 26 I. C. C., 707.

National Asso. of the Granite Industries of the U. S. v. S. Ry. Co. (3044), 29 I. C. C., 709.

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

National Brake & Electric Co., C. & N. W. R. Co. (U. R. A-171), 27 I. C. C., 717.

National Coal Co. v. B. & O. R. Co., 23 I. C. C., 711.

National Coal Co. v. B. & O. R. R. Co., 28 I. C. C., 442.

National Coal Co. v. B. & O. R. R. Co. (U. R. A-617), 30 I. C. C., 725.

National Confectioners' Association et al. v. Atchison, Topeka & Santa Fe Ry. Co. et al., 17 I. C. C., 607.

National Express Co., Patridge & Wilcox v., 25 I. C. C., 710.

National Hay Asso. v. Lake Shore & Michigan Southern Ry. Co., 9 I. C. C., 264.

Carriers ordered to discontinue charging higher than sixth-class rates on hay in official classification territory on ground that an advance to fifth-class is unreasonable, discriminatory, and prejudicial.

Interstate Commerce Commission v. Lake Shore & Michigan Southern Ry. Co.

134 Fed. 942. January 27, 1905.

C. C. N. D. Ohio, E. D. Wing, J.

Commission's order held invalid on the ground that it fixed a rate for the future.

Interstate Commerce Commission v. Lake Shore & Michigan Southern Ry. Co.

202 U. S. 613. May 21, 1906. Per curiam.

Commission's order held invalid. Decree of lower court affirmed by divided court, there being no written opinion.

Cited: Kansas City Hay Dealers' Asso. v. M. P. Ry. Co., 14 I. C. C., 602.

Average weight of bale of hay 80 to 90 pounds.

Cited: Shippers and Receivers' Bu. v. N. Y., O. & W. Ry. Co., 15 I. C. C., 267.

Putting increased cost of labor and material upon a few chosen commodities.

Cited: National Hay Asso. v. M. C. R. R. Co., 19 I. C. C., 36-49.

Forms basis for plea of *res judicata*.

Quoted: I. & S. Docket 76, 25 I. C. C., 473.

In a classification such as the official, which contains but six general classes, it is manifestly impossible to bring together in each class only such articles as resemble each other in the elements of character, use, value, volumes, bulk, weight, risk and expense of handling, which have so often been referred to as growing conditions in freight classification. Besides these general considerations affecting classification, competition is often an important factor. Such competition includes not only that between carriers but also that of a commodity produced in another section, and sometimes the competition of one kind of traffic with another.

National Hay Association v. Michigan Central R. R. Co. et al., 19 I. C. C., 34.

National Implement & Vehicle Asso. v. O. S. L. R., 23 I. C. C., 432.

National League of Commission Merchants of the United States v. Atlantic Coast Line R. R. Co. et al., 20 I. C. C., 132.

Cited: Jouannet v. A. C. L. R. R. Co., 23 I. C. C., 393.

Vegetable rates from points in the Charleston district were again before the Commission in February, 1911.

National League of Commission Merchants of the United States v. P. R. R. Co. (U. R. A-313), 28 I. C. C., 729.

National Lumber Co. v. San Pedro, Los Angeles & Salt Lake R. R. Co., 15 I. C. C., 434.

National Lumber Exporters Asso. v. K. C. S. Ry. Co., 25 I. C. C., 78.

Followed: Nat'l Lumber Exporters' Asso. v. St. L., I. M. & S. Ry. Co., 28 I. C. C., 217.

The contention that the expenses of construction and maintenance and the conditions of operation upon the lines to the west of the Mississippi River are much less favorable than those upon the Illinois Central to the east of that river, was disposed of in cited case.

Cited: Stewart-Greer Lumber Co. v. St. L., I. M. & S. Ry. Co., 29 I. C. C., 121.

The 14-cent rate from group points in northeastern Louisiana held not unreasonable.

National Lumber Exporters' Asso. v. St. L., I. M. & S. Ry. Co., 28 I. C. C., 215.

National Machinery & Wrecking Co. v. Pittsburg, Cincinnati Chicago & St. Louis Ry. Co., 11 I. C. C., 581.

Cited: Minneapolis Traffic Asso. v. C. & N. W. Ry. Co., 23 I. C. C., 437.

The rate on scrap dynamos and machinery.

National Mfg. Co. v. A., T. & S. F. R. Co., 23 I. C. C., 86.

Cited: National Syrup Co. v. C. & N. W. Ry. Co., 28 I. C. C., 673.

The cited case complained of the rate on syrup from St. Joseph and Missouri River points to western destinations, this case was dismissed since it appeared that the trouble was not with the syrup rate but with the price of the glucose used in making the syrup which is arbitrarily fixed by the commercial interests that control its manufacture.

National Mfg. Co. v. C. & N. W. Ry. Co., 28 I. C. C., 673.

National Manufacturing Co. v. Chicago Great Western Ry. Co. et al., 18 I. C. C., 370.

National Mohair Growers Asso. v. A., T. & S. F. R. Co., 23 I. C. C., 180.

Cited: National Mohair Growers Asso. v. A., T. & S. F. R. Co., 25 I. C. C., 679.

Reparation.

National Mohair Growers Asso. v. A., T. & S. F. R. Co., 25 I. C. C., 679.

National Paper Co. v. M. P. R. Co., 26 I. C. C., 724.

National Paper Mills & Filler Co. v. Chicago, Milwaukee & St. Paul Ry. Co. et al., 17 I. C. C., 619.

National Paving Brick Manufacturers' Association v. Baltimore & Ohio R. R. Co. et al., 17 I. C. C., 197.

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

Cited: Nat'l Refining Co. v. C., C. & St. L. Ry. Co., 20 I. C. C., 651.

Rates on petroleum and its products in carloads within central freight association territory are uniformly 90 per cent of the fifth class rates, and it was suggested that the same basis of rates should be

adopted in trunk line territory as to points where such rates had not been published.

Quoted: Escanaba Business Men's Asso. v. A. A. R. R. Co., 24 I. C. C., 19.

The inseparable difficulties which are presented in an omnibus complaint discussed.

National Petroleum Asso. v. A., T. & S. F. Ry. Co. (U. R. A-405, 410), 29 I. C. C., 717, 718.

National Petroleum Association et al. v. Chicago, Burlington & Quincy R. R. Co. et al., 17 I. C. C., 616.

National Petroleum Asso. v. Chicago, Milwaukee & St. Paul Ry. Co., 14 I. C. C., 284, 287.

Cited: Marshall Oil Co. v. C. G. W. R. R. Co., 28 I. C. C., 708.

A rate of 24.3 cents from Chicago, Ill., to Omaha, Neb., a distance of 493 miles.

National Petroleum Asso. & Natl. Refining Co. v. Louisville & Nashville R. R. Co., 15 I. C. C., 473.

National Petroleum Association et al. v. Missouri Pacific Ry. Co. et al., 18 I. C. C., 593.

Cited: Merchants Frt. Bu. of Little Rock v. M. P. Ry. Co., 21 I. C. C., 573.

Cited: Marshall Oil Co. v. C. G. W. R. R. Co., 28 I. C. C., 708.

Rate on petroleum Memphis from Coffeyville reduced from 23 to 19 cents per 100 pounds.

Distinguished: Cham. of Com. of Newport News v. S. Ry. Co., 23 I. C. C., 352.

The contention was made that the lines of the defendants did not serve Newport News and for that reason they could not be held responsible for any discrimination that existed prejudicial to Newport News. And the cited case was urged as authority. But the case is not in point because while none of the defendants' lines reach Newport News, they all participate in the Newport News traffic to and from the south by way of Norfolk. While in the cited case there was no participation.

Cited: National Refining Co. v. Missouri P. Ry. Co., 24 I. C. C., 315.

The rate on petroleum from Coffeyville to Omaha reduced to 17 cents.

National Petroleum Asso. v. Pa. R. R. Co., 12 I. C. C., 151, 153.

National Pickle & Canning Co. v. B. & O. S. W. R. Co., 25 I. C. C., 713.

National Pickle & Canning Co. v. M. & O. R. Co., 22 I. C. C., 662.

National Pole Co. v. Chicago & North Western Ry. Co. et al., 21 I. C. C., 683.

National Pole Co. v. Chicago, St. Paul, Minneapolis & Omaha Ry. Co. et al., 18 I. C. C., 618.

Cited: National Pole Co. v. C., St. P., M. & O. Ry. Co. et al., 22 I. C. C., 379.

Reparation.

The rate on poles should not exceed the rate on lumber contemporaneously in effect.

National Pole Co. v. C., St. P., M. & O. R. Co., 22 I. C. C., 378.

National Refining Co. v. Atchison, Topeka & Santa Fe Ry. Co., 18 I. C. C., 389.

Cited: R. R. Com. of Oregon v. S. P. Co., 24 I. C. C., 279.

The railroad commission could not have embodied a claim for reparation, as it suffered no damage by reason of the rates which it has attacked.

National Refining Co. v. A., T. & S. F. Ry. Co. (U. R. A-420, 543), 29 I. C. C., 719, 736.

National Refining Co. v. A., T. & S. F. Ry. Co. (U. R. A-567), 30 I. C. C., 719.

National Refining Co. v. Cleveland, Cincinnati, Chicago & St. Louis Ry. Co., 20 I. C. C., 649.

National Refining Co. v. Lake Erie & Western Ry. Co., 21 I. C. C., 668.

National Refining Co. v. M., K. & T. Ry. Co., 25 I. C. C., 374.

National Refining Co. v. M., K. & T. Ry. Co., 23 I. C. C., 527.

Cited: Central Commercial Club v. A., T. & S. F. Ry. Co., 26 I. C. C., 375.

Cited: Fairmont Creamery Co. v. A., T. & S. F. Ry. Co., 28 I. C. C., 662.

The fifth-class rate of 36 cents was applied to the transportation from Muskogee, Okla., to Coffeyville, Kans., of a cheap by-product of crude oil known as the light ends of petroleum oil. This was reduced in cited case to 14 cents or 2 cents higher than the rates contemporaneously in force on crude oil.

National Refining Co. v. Missouri Pacific Ry. Co. et al., 18 I. C. C., 593.

National Refining Co. v. M. P. R. Co., 24 I. C. C., 315.

Cited and distinguished: Central Com. Club v. A., T. & S. F. Ry. Co., 26 I. C. C., 374.

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

The joint rate of 33.1 cents from Coffeyville, Kans., to Hastings, Nebr., on petroleum and its products was not found unreasonable in cited case but that case made no differentiation between high grade oils and low-grade products such as commodity here being considered.

National Refrigerator & Butcher Supply Co. v. Illinois Central R. R. Co. et al., 20 I. C. C., 64.

National Refrigerator & Butchers Supply Co. v. St. L., I. M. & S. R. Co., 26 I. C. C., 524.

National Railways of Mexico, Eagle Pass Lumber Co. v., 25 I. C. C., 5.

National Railways of Mexico, Eagle Pass Lumber Co. v., 25 I. C. C., 708.

National Rolling Mill Co. v. Baltimore & Ohio Southwestern R. R. Co., 18 I. C. C., 604.

National Sewing Machine Co. v. Chicago, Cincinnati & Louisville R. R. Co. et al., 18 I. C. C., 619.

National Syrup Co. v. C. & N. W. Ry. Co., 28 I. C. C., 673.

National Wholesale Liquor Dealers' Association v. Atchison, Topeka & Santa Fe Ry. Co. et al., 19 I. C. C., 601.

National Wholesale Lumber Dealers' Asso. v. Atlantic Coast Line R. R. Co., 14 I. C. C., 154.

Cited: Duluth Log Co. v. M. & I. Ry. Co., 15 I. C. C., 195.

Cited: Investigation and Suspension Docket No. 76, 25 I. C. C., 495.

Cited: N. Y. Shippers' Protective Asso. v. N. Y. C. & H. R. R. Co., 30 I. C. C., 438.

Quoted: Demurrage Allowances, 30 I. C. C., 542.

The principal railways operating in Official and Western Classification territories agreed to make an allowance of 500 pounds for sacks, stakes, and blocks furnished by shippers on flat and gondola cars loaded with freight requiring their use.

Cited: S. W. Missouri Millers' Club v. St. L. & S. F. R. R. Co., 26 I. C. C., 251.

It is not incumbent upon the carrier to provide the stakes which must be used in shipping lumber upon flat cars.

National Wholesale Lumber Dealers' Asso. v. Norfolk & Western Ry. Co., 9 I. C. C., 87.

National Wholesale Lumber Dealers' Asso. v. Pa. R. R. Co., 14 I. C. C., 154.

See *National Wholesale Lumber Dealers' Asso. v. A. C. L. R. R. Co.*

National Wool Growers Asso. v. O. S. L. R. Co., 25 I. C. C., 185, 675.

See also *In re Wool, Hides & Pelts.*

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

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

A rate may be found to be unreasonable but it does not necessarily follow that it has been unreasonable in the past justifying an award of reparation.

National Wool Growers Asso. v. O. S. L. R. Co., 23 I. C. C., 151.

See *In re Transportation of Wool, etc.*

National Wool Growers Asso. v. Oregon Short Line R. R. Co. et al., 20 I. C. C., 658.

National Zinc Co. v. St. Louis & San Francisco R. R. Co. et al., 18 I. C. C., 609.

Natomas Consolidated of California v. L. S. & M. R. Co., 24 I. C. C., 707.

Nauss, Lee A., v. C. & E. I. R. Co., 24 I. C. C., 721.

Nave-McCord Mercantile Co., Interveners in Lehman-Higginson Grocer Co., v. Atchison, Topeka & Santa Fe Ry. Co., 10 I. C. C., 460.

Naylor & Co. v. Lehigh Valley R. R. Co., 15 I. C. C., 9.

Carrier ordered to reduce rates on pyrites cinders from Buffalo, N. Y., to Pennsylvania and New Jersey points on the ground that the existing rates are unreasonable. Reparation denied.

Clark v. Lehigh Valley R. R. Co.

Not reported.

D. C. E. D. Pa. Holland, J.

Damages awarded on basis of Commission's award of reparation.

Lehigh Valley R. R. Co. v. Clark.

207 Fed. 717. August 25, 1913.

C. C. A. 3d Cir. Gray, J.

Lower court reversed on the ground that there was no proof of damage. It was held that the report of the Commission did not contain findings of fact sufficient to constitute a prima facie case of actual damage by the plaintiff.

Naylor & Co. v. Lehigh Valley R. R. Co.
18 I. C. C. 624. U. R. No. 168.
Upon rehearing, reparation awarded.

Naylor & Co. v. Lehigh Valley R. R. Co. et al., 18 I. C. C., 624.

Nebraska-Iowa Grain Co. v. Union Pacific R. R. Co., 15 I. C. C., 90.

Followed: Merriam & Holmquist v. U. P. R. R. Co., 16 I. C. C., 337.

Where the tariffs made an elevator allowance to the competitors of complainant which was not alike accorded the latter, an unlawful discrimination was produced and complainant entitled to reparation.

Cited: Duncan & Co. v. N., C. & St. L. Ry. Co., 16 I. C. C., 592.

Elevation allowances have been condemned because of the difficulty of policing the privilege.

Distinguished: Ryley v. Wabash R. R. Co., 25 I. C. C., 211.

The holding that 48-hour time limit on return of empty cars was reasonable not applicable in present case.

Nebraska-Material Co. v. Chicago, Burlington & Quincy R. R. Co. et al.,
20 I. C. C., 89.

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

Rate of 12 cents on brick for distance of 330 miles held reasonable in cited case.

Cited: Standard Vitrified Brick Co. v. C., B. & Q. R. R. Co., 25 I. C. C., 671.

Brick rates from Mound Valley, Kans., to Tecumseh, Nebr.

Nebraska State Ry. Commission v. C., B. & Q. R. Co., 23 I. C. C., 121.

See also Ry. Com. of Nebr. v. C., B. & Q. R. R. Co.

Followed: Lewis v. C., B. & Q. R. R. Co., 25 I. C. C., 97.

Coal rates from Walsenburg district to Minden "K" used as guide for rates from South Carrow to Minden "K."

Distinguished: Sheridan Chamber of Com. v. C., B. & Q. R. R. Co., 26 I. C. C., 650.

At Walsenburg the expenses of the initial roads are relatively higher which tend to show that there are extraordinary operating difficulties to overcome.

Nebraska State Ry. Comm. v. Missouri Pacific Ry. Co. (1403), 13 I. C. C., 685.

Nebraska State Ry. Comm. v. Union Pacific R. R. Co., 13 I. C. C., 349.

Cited: State of Oklahoma v. A., T. & S. F. Ry. Co., 14 I. C. C., 518.

Cited: Cedar Hill Coal & Coke Co. v. C. & S. Ry. Co., 16 I. C. C., 392.

Cited: Sunnyside Coal Mining Co. v. D. & R. G. R. R. Co., 19 I. C. C., 21.

Cited: Neb. State Ry. Com. v. C., B. & Q. R. R. Co., 23 I. C. C., 650.

Reasonableness of rates applying on coal in territory west of the Mississippi River.

Distinguished: Sheridan Chamber of Com. v. C., B. & Q. R. R. Co., 26 I. C. C., 650.

The rates from Rock Springs to points on the Union Pacific Railroad were involved in cited case, but the rates as established in that case were not the result of a situation such as here presented.

Nehrbass Casket Co. v. Pittsburg, Cincinnati, Chicago & St. Louis Ry. Co. et al., 19 I. C. C., 612.

Neilson, A. V. Co., Ltd., v. L. R. & N. Co., 23 I. C. C., 254.

Nekoosa-Edwards Paper Co. v. Minneapolis, St. Paul & Sault Ste. Marie Ry. Co., 21 I. C. C., 666.

Nelson, Charles Co. v. Union Pacific R. R. Co. et al., 18 I. C. C., 611.

Neosho Milling Co. v. Kansas City Southern Ry. Co., 21 I. C. C., 679.

Neosho Milling Co. v. Kansas City Southern Ry. Co., 21 I. C. C., 682.

Neufeld, E. A., v. Chicago, Milwaukee & St. Paul Ry. Co., 16 I. C. C., 26.

Nevada-California-Oregon Ry., Bunch & Tussey v., 17 I. C. C., 490, 506.

Nevada-California-Oregon Ry., Lauer, E. & Son v., 17 I. C. C., 488.

See Lauer & Son v. N.-C.-O. Ry. Co.

Nevada, California & Oregon Ry. Co., Nevada Commercial League v. (1223), 12 I. C. C., 589.

Nevada-California-Oregon Ry., R. R. Com. of Nevada v., 22 I. C. C., 205.

Nevada-California Power Co. v. Southern Pacific Co., 20 I. C. C., 657.

Nevada Commercial League v. Nevada, California & Oregon Ry. Co. (1223), 12 I. C. C., 589.

Nevada Hills Mining Co. v. S. P. Co., 24 I. C. C., 721.

Nevada Hills Mining Co. v. S. P. Co. (U. R. A-526), 29 I. C. C., 734.

Nevada R. R. Commission v. N. C. O. R., 22 I. C. C., 205.

Nevada R. R. Commission v. Southern Pacific Co. et al., 19 I. C. C., 238.

See R. R. Com. of Nev. v. S. P. Co.

Nevada R. R. Commission v. Southern Pacific Co. et al., 21 I. C. C., 329.

Nevada R. R. Commission v. S. P. Co., 23 I. C. C., 456.

Newark Machine Co. v. Pittsburg, Cincinnati, Chicago & St. Louis Ry. Co. et al., 16 I. C. C., 291.

Newark-Marion Ry. Co., Comstock & Co. v., 23 I. C. C., 716.

Newding, Stanley, v. Missouri, Kansas & Texas Ry. Co. et al., 19 I. C. C., 20.

Newland, A. S., v. Northern Pacific R. R. Co., 6 I. C. C., 131.

Cited: Evans v. Union Pac. R. Co., 6 I. C. C., 528, 543.

Wheat rates investigated. The apportionment of earnings made by the Union Pacific is largely a question of bookkeeping.

Quoted: Jerome Hill Cotton Co. v. Mo., K. & T. R. Co., 6 I. C. C., 622.

The reasonable rate should be liberal until earnings are sufficiently large for a fair return on the actual expenditure.

Cited: Milk Pro. Pro. Asso. v. Del., L. & W. R. Co., 7 I. C. C., 165.

The same grain rate from grouped stations 200 miles or more apart was held to deny to the producer nearer the market the advantages of his location, and "the practice of making one rate on the same product over a very large district, and thus equalizing the burden of transportation to the same market, is only justifiable under special and exceptional circumstances."

Newman, M., v. N. Y. Central & Hudson River R. R. Co., 11 I. C. C., 517.

Newman, J. J. Lumber Co. v. M. C. R. Co., 26 I. C. C., 97.

Newmark Grain Co. v. S. P. Co., 30 I. C. C., 431.

News-Times Publishing Co. v. A., T. & S. F. R. Co., 26 I. C. C., 395.

Newton Gum Co. v. Chicago, Burlington & Quincy R. R. Co. et al., 16 I. C. C., 341.

Cited: Pacific Coast Biscuit Co. v. S. P. & S. Ry. Co., 16 I. C. C., 546.

Cited: Bon Marche v. C. R. R. Co. of N. J., 21 I. C. C., 196.

Cited: Sea Gull Specialty Co. v. Baltimore S. Packet Co., 27 I. C. C., 270.

The classification of an article of commerce should be stated in terms which the shipping public may readily understand. Tariffs are to be construed according to their language, and the intention of the framers and the practice of the carriers do not control.

New Albany Box & Basket Co. v. Illinois Central R. R. Co., 16 I. C. C., 315.

Cited: Sunderland Bros. Co. v. M., K. & T. Ry. Co., 18 I. C. C., 426.

Where a rate of a connecting carrier conflicts with the previously established rate of the initial line, such rate is not a legal rate. The initial line rate controls.

New Albany Furniture Co. v. Mobile, Jackson & Kansas City R. R. Co., 13 I. C. C., 594.

New Albany, Ind., Mfrs. & Merchants Asso. v. A. & A. R. Co., 24 I. C. C., 331.

New Albany, Ind., Mfrs. & Merchants Asso. v. A. S. R. Co., 25 I. C. C., 116.

New England & Canadian High Explosive Rates, 29 I. C. C., 697.

New England Coal & Coke Co. v. N. W. R. Co., 22 I. C. C., 398.

New England Electric Co. v. C., R. I. & P. Ry. Co., 28 I. C. C., 418.

New England Furniture & Carpet Co. v. Michigan Central R. R. Co. et al., 19 I. C. C., 613.

New England Investigation, 27 I. C. C., 560.

New England Navigation Co. v. Brantley Co., 22 I. C. C., 657.

New England R. R. Co., Paine Bros. & Co. v., 7 I. C. C., 218.

See Paine Bros. & Co. v. Lehigh Valley R. R. Co.

New England R. R. Co., Unlawful Charges for Transportation of Vegetables v., 8 I. C. C., 585.

New England Terminal Co., N. Y. & Northern Ry. Co. v., 4 I. C. C., 702.

New Haven 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.

New Jersey & Penna. Traction Co., Sheeler v. (5160), 28 I. C. C., 713.

New Jersey Fruit Exchange v. Central R. R. of New Jersey, 2 I. C. C., 142.

Cited and distinguished: Bennett D. Mattingly v. The Penn. Co., 3 I. C. C., 599.

Authority of Commission to require certain service required by complainant to be performed in peculiar manner.

New Kentucky Coal Co. v. L. & N. R. Co., 26 I. C. C., 417.

New Mexico Coal Rates, 28 I. C. C., 328.

New Orleans & North Eastern R. R. Co., Central Yellow Pine Asso. v., 10 I. C. C., 505.

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

New Orleans & Northeastern R. R. Co. et al., Germain Co. v., 17 I. C. C., 22.

See *Germain Co. v. N. O. & N. E. R. R. Co.*

New Orleans & Northeastern R. R. Co. et al., Grant, M. R., v., 17 I. C. C., 605.

New Orleans & Northeastern R. R. Co., Gulf Coast Cotton Oil & Refining Co. v., 22 I. C. C., 671.

New Orleans & Northeastern R. R. Co., Hettler Lumber Co. v., 25 I. C. C., 714.

New Orleans & Northeastern Ry. Co., Kath v., 22 I. C. C., 659.

New Orleans & Northeastern R. R. Co., New Orleans Board of Trade (Ltd.) v. (6323), 30 I. C. C., 714.

New Orleans & Northeastern R. R. Co., Phillips, Bailey & Co. v., 8 I. C. C., 93.

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

New Orleans & Northeastern R. R. Co., Prime Lumber Co. v. (1819), 14 I. C. C., 643.

New Orleans & Northeastern R. R. Co., Rice, George, v., 3 I. C. C., 228.

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

New Orleans & Northeastern R. R. Co., Salomon Bros. & Co. v., 15 I. C. C., 332.

New Orleans & Northeastern R. R. Co., Warren v., 26 I. C. C., 715.

New Orleans & Northwestern Ry. Co. et al., International Purchasing Co. v., 21 I. C. C., 672.

New Orleans & Northwestern Ry. Co., Mayor & City Council of Wichita, Kas., v., 9 I. C. C., 569.

New Orleans Board of Trade v. C., R. I. & P. R. Co., 26 I. C. C., 712.

New Orleans Board of Trade, Ltd., v. G., H. & S. A. R. Co., 23 I. C. C., 210.

New Orleans Board of Trade, Ltd., v. I. C. R. Co., 23 I. C. C., 465.

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

Claim for reparation on unjust discrimination found to exist in cited case denied.

Cited: Erickson Co. v. C., M. & St. P. Ry. Co., 29 I. C. C., 416.

It is not unlawful for a carrier to maintain different export rates on tobacco dependent upon the foreign destination of the shipment.

New Orleans, Mobile & Chicago R. R. Co. et al., Crescent Lumber Co. v., 21 I. C. C., 666.

New Orleans, Mobile & Chicago R. R. Co., Stiritz v., 22 I. C. C., 578.

See Stiritz v. N. O., M. & C. R. R. Co.

New Orleans, Texas & Mexico R. R. Co., International Creosoting & Constructing Co. v., 23 I. C. C., 715.

New Orleans, La., v. Storage Rules & Regulations, 28 I. C. C., 605.

New Pittsburg Coal Co. v. H. V. R. Co., 24 I. C. C., 244.

Cited: New Pittsburg Coal Co. v. H. V. R. Co., 26 I. C. C., 121.
Finding as to reparation.

Cited: Pittsburgh Steel Co. v. L., S. & M. S. Ry. Co., 27 I. C. C., 184.
The rate attacked in cited case involved traffic of over 600,000 tons on the Hocking Valley.

New Pittsburg Coal Co. v. H. V. R. Co., 26 I. C. C., 121.

Followed: Hammerschmidt & Franzen Co. v. C. & N. W. Ry. Co., 30 I. C. C., 83.

Where rates are not found unreasonable during the past but a lower rate is fixed for the future reparation will not be awarded on past shipments.

New Roads Oil Mill & Mfg. Co. v. St. L., I. M. & S. R. Co., 24 I. C. C., 167.

New Roads Oil Mill & Mfg. Co., Ltd., v. T. & P. R. Co. (U. R. A-120), 27 I. C. C., 709.

New Seattle Transp. Bureau, Chamber of Commerce, v. G. N. Ry. Co., 30 I. C. C., 683.

New Orleans Board of Trade et al. v. Illinois Central R. R. Co. et al., 17 I. C. C., 496.

Cited: Galveston Com. Asso. v. A., T. & S. F. Ry. Co., 25 I. C. C., 229.
At New Orleans 10 days' free time is allowed on export lumber not moving on through bills of lading, this regulation was approved by Commission in cited case.

Quoted: Anderson-Tully Co. v. M., L. & T. R. R. & S. S. Co., 30 I. C. C., 141.

"Complainants abandoned the claim of unjust discrimination as not of importance, fearing that if that were found its removal might result in imposing the same charges against shipments on through export bills of lading. However, this feature has an important bearing upon the determination of whether five or fifteen days, free time after giving disposition, shall be allowed. * * * No unjust discrimination has been shown, either as compared with through shippers or with other Gulf or Atlantic ports."

New Orleans Board of Trade v. I. C. R. R. Co., 29 I. C. C., 32.

Cited: Hormel & Co. v. C., M. & St. P. Ry. Co., 30 I. C. C., 102.

Followed: Wichita Business Asso. v. A., T. & S. F. Ry. Co., 30 I. C. C., 376.

Followed: McCaa Coal Co. v. C. & C. Ry. Co., 30 I. C. C., 537.

Mere proof of specific shipments made and the freight paid and the amount for which reparation is sought does not make out a prima facie case when a discrimination in rate or service is the basis of the complaint. Presumption of damages will not be inferred, but proof must be made by such evidentiary facts as would be required to sustain such a recovery before a court of law.

New Orleans Board of Trade et al. v. Louisville & Nashville R. R. Co., 17 I. C. C., 231.

Carriers ordered to reduce to a specified amount their class rates from New Orleans, La., to Mobile, Ala., and Pensacola, Fla., on the ground that the present rates are unreasonable.

Louisville & Nashville R. R. Co. v. Interstate Commerce Commission.
184 Fed. 118.

C. C. W. D. Ky.

Preliminary injunction against enforcement of Commission's order denied. Bill to annul Commission's order transferred to Commerce Court.

Louisville & Nashville R. R. Co. v. Interstate Commerce Commission.
195 Fed. 541. February 28, 1912.

Commerce Court No. 4. Archbald, J.

Commission's order held invalid on the ground that there was no basis for the Commission to hold that the existing rates are unreasonable.

Interstate Commerce Commission v. Louisville & Nashville R. R. Co.
227 U. S. 88. January 20, 1913. Lamar, J.

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

Cited: Fourth Section Violations in the Southeast, 30 I. C. C., 280.

Held in cited case that the through rates from New Orleans to Selma and Montgomery via Mobile should not exceed the aggregate of the rates to and from Mobile.

New Orleans Board of Trade, Ltd., v. L. & N. R. R. Co., 23 I. C. C., 429.

Cited: Low Moor Iron Co. v. C. & O. Ry. Co., 30 I. C. C., 619.

A table of rates showing rate data from Birmingham, Ala., to many points east of the Mississippi River.

New Orleans Board of Trade (Ltd.) v. N. O. & N. E. R. R. Co. (6323), 30 I. C. C., 714.

New Orleans Board of Trade v. St. Louis Southwestern Ry. Co. (1318), 13 I. C. C., 682.

New Orleans Board of Trade, Limited, v. Southern Pacific Co. et al., 20 I. C. C., 638.

New Orleans Cotton Exchange v. Cincinnati, New Orleans & Texas Pacific Ry. Co., 2 I. C. C., 375.

Cited: L. Lippman & Co. v. The Central Illinois R. R. Co., 2 I. C. C., 586.

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 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.

Cited: N. O. Cot. Ex. v. Ill. Cen. R. Co., 3 I. C. C., 553, 572.

Rate from Meridian to New Orleans not to exceed \$1.50 per bale.

Quoted: N. O. Cot. Ex. v. Ill. Cen. R. Co., 3 I. C. C., 565, 566.

The charges in cotton industry enumerated, which tend to divert cotton from N. O. exchange. And under like conditions freight can be profitably carried long distances at rates proportionately lower than short distances. The rule of equal mileage contended for would often prevent competition.

Cited: Poughkeepsie Iron Co. v. N. Y. C. & H. R. R. Co., 4 I. C. C., 208.

Cited: Coxie Bros. & Co. v. Lehigh Valley R. Co., 4 I. C. C., 563.

Cited: Chas. P. Perry v. Fl. Cen. & Penins. R. Co., 5 I. C. C., 111.

The Commission will prescribe a reasonable rate or a reasonable maximum.

Cited: Milk Pro. Pro. Asso. v. Del., L. & W. R. Co., 7 I. C. C., 160.

The business of transferring freight between two States is interstate commerce and subject to Federal regulation.

Quoted: Johnson v. Chic., St. P., M. & O. R. Co., 9 I. C. C., 243.

"The reduction asked for does not seem justifiable in view of the scant earnings and earning power of the road. That this road earns little more than operating expenses is not to be overlooked, but the fact cannot be made to justify rates grossly excessive. Wherever there are more roads than the business at fair rates will remunerate they must rely on future earnings for the return on investment and profits."

New Orleans Cotton Exchange v. Cincinnati, New Orleans & Texas Pacific Ry. Co., 3 I. C. C., 534.

Cited: Chas. P. Perry v. Fla. Cen. & Penins. Ry. Co., 5 I. C. C., 111.

The Commission will prescribe a reasonable rate or a reasonable maximum.

New Orleans Cotton Exchange v. Illinois Central R. R. Co., 3 I. C. C., 534.

Cited: Lehman, Higginson & Co. v. Sou. Pac. Co., 4 I. C. C., 21.

The carriage of sugar, in cars that would otherwise go east empty even at the bare cost of the service, is better than hauling the cars empty, and if a moderate profit can be made from the transportation it is a substantial gain, and relieves to that extent the burden that would necessarily fall upon the other traffic.

Cited: Poughkeepsie Iron Co. v. N. Y. C. & H. R. R. Co., 4 I. C. C., 195, 207.

Cited: Export and Domestic Rates, 8 I. C. C., 259.

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 untenable.

Cited: George Rice v. At., Topeka & Santa Fe, 4 I. C. C., 243.

Cited: W. S. King & Co. v. N. Y., N. H. & H. R. Co., 4 I. C. C., 261.

Fourth section of act not violated by making lower rate to San Francisco and other Pacific coast terminals reached by the water lines than is accorded inland points.

Cited: Fort Dodge Com. Club v. I. C. R. Co., 15 I. C. C., 582.

The words "reasonable" and "just" as applied to rates defined.

New Orleans Cotton Exchange v. Louisville, New Orleans & Texas Ry. Co., 4 I. C. C., 694.

Cited: Re Tariffs on Export and Import Traffic, 10 I. C. C., 63.
Export and import rates should be published.

New Orleans Great Northern R. R. Co., Flint, Erving & Stoner Co. v., 26 I. C. C., 712.

New Orleans Live Stock Ex. v. Texas & Pacific Ry. Co., 10 I. C. C., 327.

Newport News & Mississippi Valley Co., William L. Rawson v., 3 I. C. C., 266.

See Rawson v. Newport News & Miss. Val. Co.

Newport News & Mississippi Valley Co., Rice, George, v., 1 I. C. C., 503.

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

Newport News & Mississippi Valley Co., Rice, George, v., 4 I. C. C., 228.

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

Newport News Chamber of Commerce v. S. R. Co., 23 I. C. C., 345.

New York & Boston Despatch Express Co., Phillips, Arthur S., v., 15 I. C. C., 631.

New York & Long Branch R. R. Co., Moore, William E., v., 20 I. C. C., 557.

See Moore v. N. Y. & L. B. R. R. Co.

N. Y. & New England R. R. Co., Board of Trade of Chattanooga, Tenn., v., 5 I. C. C., 546.

See B'd of Trd. of Chattanooga v. E. Tenn., Va. & Ga. Ry. Co.

N. Y. & New England 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.

N. Y. & New England R. R. Co., Boston Fruit & Produce Exchange v., 5 I. C. C., 1.

See Boston F. & P. Ex. v. N. Y. & New Eng. R. R. Co.

N. Y. & New England R. R. Co., Boston Fruit & Produce Exchange v., 4 I. C. C., 664.

See Boston F. & P. Ex. v. N. Y. & New Eng. R. R. Co.

New York & New England R. R. Co., Harvard Co. v., 4 I. C. C., 212.

See Harvard Co. v. Penn. Co.

New York & New England R. R. Co., King, W. S. & Co. v., 4 I. C. C., 251.

See King, W. S. & Co. v. N. Y., N. H. & H. R. R. Co.

New York & New England R. R. Co. v. N. Y. & Northern Ry. Co., 4 I. C. C., 702.

New York & Northern Ry. Co., New York & New England R. R. Co. v., 4 I. C. C., 702.

Defendant carrier ordered to cease denying to complainant carrier facilities for the interchange of traffic, on ground that such denial constitutes a violation of the second paragraph of Section 3.

New York & Northern Ry. Co. v. New York & New England R. R. Co.
50 Fed. 867. May 31, 1892.

C. C. S. D. N. Y. Lacombe, J.

Commission's order held to be valid. No appeal.

New York & Texas Steamship Co., Alleged Unlawful Charges for Transportation of Vegetable v., 8 I. C. C., 585.

New York & Texas 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.

New York & Texas Steamship Co., Johnston-Larimer Dry Goods Co. v., 12 I. C. C., 58.

See Johnston-Larimer Dry Goods Co. v. N. Y. & T. S. S. Co.

New York & Texas Steamship Co., R. R. Comm. of Florida, 5 I. C. C., 13.

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

New York Board of Trade & Transportation v. Pennsylvania R. R. Co., 4 I. C. C., 447.

Carriers ordered to cease charging lower rates on imported goods than on domestic goods for transportation from a port of the United States to an interior point therein on the ground that the existing rate adjustment constitutes an unjust discrimination and undue prejudice.

Interstate Commerce Commission v. Texas & Pacific Ry. Co.

4 I. C. Rep. 62. Not in Federal Reporter. April 4, 1892.

C. C. S. D. N. Y. Wallace, J.

Principal office within meaning of Section 16, construed.

Interstate Commerce Commission v. Texas & Pacific Ry. Co.
52 Fed. 187. October 4, 1892.

C. C., S. D., N. Y. Wallace, J.

Commission's order held to be valid on the ground that the matters complained of constituted violations of Sections 2 and 3.

Texas & Pacific Ry. Co. v. Interstate Commerce Commission.
57 Fed. 948. October 17, 1893.

C. C. A. 2d Cir. Shipman, J.

Commission's order held to be valid on ground stated by Circuit Court.

Overruled: Texas & Pacific Railway Co. v. I. C. C., 162 U. S., 197.

Cited: Kemble v. Boston & Albany R. Co., 8 I. C. C., 110, 115, 117.

Cited: Export and Domestic Rates, 8 I. C. C., 253.

Cited: Pittsburg Plate Glass Co. v. P., C., C. & St. L. Ry. Co., 13 I. C. C., 95, 96.

Holding that conditions abroad as well as local conditions should be considered and that a railroad was justified as matter of law in making a lower rate from port or import freight than on domestic freight.

New York Butter & Cheese Rates, 28 I. C. C., 330.

New York Central & Hudson River R. R. Co., American Hay Co. v., 24 I. C. C., 707.

New York Central & Hudson River R. R. Co., Auto Vehicle Co. v. (U. R. A-152), 27 I. C. C., 714.

New York Central & Hudson River R. R. Co. et al., Banner Milling Co. v., 19 I. C. C., 128.

See Banner Milling Co. v. N. Y. C. & H. R. R. R. Co.

New York Central & Hudson River R. R. Co., Banner Milling Co. v., 13 I. C. C., 31.

See Banner Milling Co. v. N. Y. C. & H. R. R. R. Co.

New York Central & Hudson River R. R. Co., Banner Milling Co. v., 14 I. C. C., 398.

See Banner Milling Co. v. N. Y. C. & H. R. R. R. Co.

New York Central & Hudson River R. R. Co., Beaver & Co. v., 4 I. C. C., 733.

See Beaver & Co. v. Pitts., Cinn. & St. L. Ry. Co.

New York Central & Hudson River R. R. Co., Beaver & Co. v. (U. R. A-545), 29 I. C. C., 736.

New York Central & Hudson 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.

New York Central & Hudson River R. R. Co., Boston Chamber of Commerce v., 1 I. C. C., 436.

See Boston Chamber of Commerce v. Lake Shore & Michigan Southern Ry. Co.; also Boston Chamber of Commerce v. Boston & Albany R. R. Co.

New York Central & Hudson River R. R. Co., Brockway, B., v., 21 I. C. C., 21.

New York Central & Hudson River R. R. Co. et al., Buffalo Steel Co. v., 20 I. C. C., 659.

New York Central & Hudson River R. R. Co., Butler Paper Co. v. (U. R. A-267), 28 I. C. C., 723.

New York Central & Hudson River R. R. Co., Chamber of Commerce of New York v., 27 I. C. C., 238.

See Chamber of Com., New York, v. N. Y. C. & H. R. R. R. Co.

New York Central & Hudson River R. R. Co., Chamber of Commerce of New York v., 34 I. C. C., 55, 674.

See Chamber of Commerce, N. Y. v. N. Y. C. & H. R. R. R. Co.

New York Central & Hudson River R. R. Co., Chattanooga Plow Co. v. (4471), 29 I. C. C., 710.

New York Central & Hudson River R. R. Co., Chicago, Rock Island & Pacific R. R. Co. v., 1 I. C. C., 86.

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

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

New York Central & Hudson River R. R. Co., Clark, Fred G. Co. v., 11 I. C. C., 558.

See Clark Co. v. L. S. & M. S. Ry. Co.

New York Central & Hudson River R. R. Co., Cleveland Board of Trade v., 5 I. C. C., 166.

See Kemble v. Lake Shore & Michigan So. Ry. Co.

- New York Central & Hudson River R. R. Co., Craig & Co. v.** (U. R. A-260), 27 I. C. C., 729.
- New York Central & Hudson River R. R. Co. et al., De Laval Separator Co. v.,** 21 I. C. C., 685.
- New York Central & Hudson River R. R. Co., De Laval Separator Co. v.,** (6610), 30 I. C. C., 715.
- New York Central & Hudson River R. R. Co., Diana Paper Co. v.** (U. R. A-409), 29 I. C. C., 718.
- New York Central & Hudson River R. R. Co., General Electric Co. v.,** 14 I. C. C., 237.
- See *General Electric Co. v. N. Y. C. & H. R. R. Co.*
- New York Central & Hudson River R. R. Co., Godfrey & Sons Co. v.,** 22 I. C. C., 667.
- New York Central & Hudson River R. R. Co., Griffin v.** (1186), 29 I. C. C., 708.
- New York Central & Hudson River R. R. Co., Hardeman Hat Co. v.** (5550), 29 I. C. C., 711.
- New York Central & Hudson River R. R. Co., Harrington v.** (U. R. A-227), 27 I. C. C., 725.
- New York Central & Hudson River R. R. Co., Harvard Co. v.,** 4 I. C. C., 212.
- See *Harvard Co. v. Penn. Co.*
- New York Central & Hudson River R. R. Co., Hunt v.** (L261), 12 I. C. C., 589.
- New York Central & Hudson River R. R. Co., Kemble, Edward, v.,** 5 I. C. C., 166.
- See *Kemble v. Lake Shore & Michigan So. Ry. Co.*
- New York Central & Hudson River R. R. Co., Kent, Percy, v.,** 15 I. C. C., 439.
- New York Central & Hudson River R. R. Co., Kindel, George J., v.,** 11 I. C. C., 495.
- See *Kindel v. B. & A. R. R. Co.*
- New York Central & Hudson River R. R. Co. et al., Lair Furniture & Undertaking Co. v.,** 21 I. C. C., 676.

New York Central & Hudson River R. R. Co. et al, Merle, A. Co. v., 17 I. C. C., 475.

See Merle Co. v. N. Y. C. & H. R. R. R. Co.

New York Central & Hudson River 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.

New York Central & Hudson River R. R. Co. et al, Millar, A. H., v., 19 I. C. C., 78.

New York Central & Hudson River R. R. Co., Murphy Bros. v., 17 I. C. C., 457.

See Murphy Bros. v. N. Y. C. & H. R. R. R. Co.

New York Central & Hudson River R. R. Co., Murphy Bros. v., 21 I. C. C., 176.

See Murphy Bros. v. N. Y. C. & H. R. R. R. Co.

New York Central & Hudson River R. R. Co., National Hay Asso. v., 9 I. C. C., 264.

New York Central & Hudson River R. R. Co., Newman, M., v., 11 I. C. C., 517.

New York Central & Hudson River 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.

New York Central & Hudson River R. R. Co., N. Y. Produce Exchange v., 3 I. C. C., 137.

See New York Produce Exchange v. N. Y. C. & H. R. R. R. Co.

New York Central & H. Riv. R. R. Co., New York Produce Ex. v., 7 I. C. C., 612.

See N. Y. Produce Exchange v. B. & O. R. R. Co.

New York Central & Hudson River R. R. Co. et al, New York Produce Exchange v., 20 I. C. C., 504.

New York Central & H. R. R. R. Co., New York State Shippers' Protective Asso. v., 30 I. C. C., 437.

New York Central & Hudson River R. R. Co. et al, Ontario Iron Ore Co. v., 21 I. C. C., 204.

New York Central & H. R. R. R. Co., Ontario Iron Co. v., 30 I. C. C., 566.

New York Central & Hudson River R. R. Co. et al., Otis Elevator Co. v.,
17 I. C. C., 3.

N. Y. Central & Hudson River R. R. Co., Page, Alanson S., v., 6 I. C. C.,
148, 548.

New York Central & H. Riv. R. R. Co., Paine Bros. & Co. v., 7 I. C. C., 218.

See *Paine Bros. & Co. v. Lehigh Valley R. R. Co.*

New York Central & Hudson River R. R. Co. et al., Paragon Plaster Co. v.,
19 I. C. C., 480.

New York Central & Hudson River R. R. Co. et al., Pierce, George N. Co.
v., 19 I. C. C., 570.

N. Y. Central & Hudson River R. R. Co., Planters' Compress Co. v., 11 I.
C. C., 382.

See *Planters' Compress Co. v. C., C., C. & St. L. Ry. Co.*

New York Central & H. R. R. R. Co., Proposed Bond Issue By, 30 I. C.
C., 147.

New York Central & Hudson 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.*

New York Central & Hudson River R. R. Co., Proctor & Gamble v.,
4 I. C. C., 87, 443.

See *Proctor & Gamble v. C., H. & D. R. R. Co.*

New York Central & Hudson Riv. R. R. Co., Proctor & Gamble v., 9 I. C.
C., 440.

See *Proctor & Gamble Co. v. C., H. & D. Ry. Co.*

New York Central & Hudson River R. R. Co., Proprietary Asso. of Amer-
ica v., 26 I. C. C., 318.

N. Y. Central & Hudson River R. R. Co., Rhode Island Egg & Butter Co. v.,
6 I. C. C., 176.

New York Central & Hudson River R. R. Co., Rochester Fire Works v., 26
I. C. C., 709.

New York Central & Hudson River R. R. Co., Rossie Iron Co. v., 17 I. C.
C., 392.

See *Rossie Iron Ore Co. v. N. Y. C. & H. R. R. R. Co.*

New York Central & Hudson River R. R. Co. et al., St. Regis Paper Co. et al. v., 21 I. C. C., 671.

New York Central & Hudson River R. R. Co. et al., St. Regis Paper Co. et al. v., 21 I. C. C., 675.

New York Central & Hudson River R. R. Co., James C. Savery & Co. v., 2 I. C. C., 338.

See *Savery & Co. v. N. Y. C. & H. R. R. R. Co.*

New York Central & H. R. R. R. Co., Schaller v. (U. R. A-376), 28 I. C. C., 737.

N. Y. Central & Hudson River R. R. Co., Solvay Process Co. v., 14 I. C. C., 246.

See *Solvay Process Co. v. N. Y. C. & H. R. R. R. Co.*

New York Central & Hudson River R. R. Co., John P. Squire & Co. v., 4 I. C. C., 611.

See *Squire & Co. v. Michigan Cen. R. R. Co.*

New York Central & Hudson River R. R. Co., State of Iowa v., 28 I. C. C., 64.

New York Central & Hudson River R. R. Co., State of Iowa v., 29 I. C. C., 536.

New York Central & Hudson River R. R. Co. et al., Thatcher Manufacturing Co. v., 16 I. C. C., 126.

N. Y. Central & Hudson River R. R. Co., Toledo Produce Exchange v., 5 I. C. C., 166.

See *Kemble v. Lake Shore & Michigan So. Ry. Co.; Toledo Produce Ex. v. Lake Shore & Michigan So. Ry. Co.*

New York Central & Hudson River R. R. Co. et al., Utica Traffic Bureau v., 18 I. C. C., 271.

See *Utica Traffic Bureau v. N. Y. C. & H. R. R. R. Co.*

New York Central & Hudson River R. R. Co. et al., Utterback Bros. Co. v., 20 I. C. C., 666.

New York Central & Hudson River R. R. Co., Hulbert H. Warner v., 4 I. C. C., 32.

See *Warner v. N. Y. C. & H. R. R. R. Co.*

New York Central Hudson River R. R. Co. et al., Watchorn, Robert, Commissioner of Immigration at New York Port, v., 18 I. C. C., 607.

New York Central & Hudson River R. R. Co. et al., Welch-Cook Co. et al. v., 17 I. C. C., 629.

New York Central & Hudson River R. R. Co., Wickwire Steel Co. v., 27 I. C. C., 168.

See Wickwire Steel Co. v. N. Y. C. & H. R. R. R. Co.

New York Central & H. R. R. R. Co., Wickwire Steel Co. v., 30 I. C. C., 415.

New York Central & Hudson River R. R. Co., Wiffler, Joseph J., v., 17 I. C. C., 457.

N. Y. Central & Hudson River R. R. Co., Yetter Wall Paper Co. v. (987), 12 I. C. C., 587.

New York Chamber of Commerce, v. N. Y. C. & H. R. R. R. Co., 27 I. C. C., 238.

See Chamber of Com., New York, v. N. Y. C. & H. R. R. R. Co.

New York Chamber of Commerce v. N. Y. C. & H. R. R. Co., 24 I. C. C., 55, 674.

See Chamber of Commerce of N. Y. v. N. Y. C. & H. R. R. R. Co.

New York, Chicago & St. Louis R. R. Co., Clearfield Lumber Co. v., 26 I. C. C., 821.

New York, Chicago & St. Louis R. R. Co. et al., Contact Process Co. v., 17 I. C. C., 184.

N. Y., Chicago & St. Louis R. R. Co., Export Shipping Co. v., 14 I. C. C., 437.

See Export Shipping Co. v. W. R. R. Co.

New York Chicago & St. Louis R. R. Co. et al., Fish, S. T. & Co. v., 19 I. C. C., 452.

New York, Chicago & St. L. R. R. Co., Fish & Co. v. (3180), 30 I. C. C., 711.

N. Y., Chicago & St. Louis R. R. Co., Fort Wayne Rolling Mill Co. v., 14 I. C. C., 514.

New York, Chicago & St. Louis R. R. Co., Globe Coal Co. v., 25 I. C. C., 710.

New York, Chicago & St. Louis R. R. Co. et al., Heinz, H. J. Co. v., 17 I. C. C., 622.

New York, Chicago & St. Louis R. R. Co. et al., Heinz, H. J. Co. v., 18 I. C. C., 620.

New York, Chicago & St. L. R. R. Co., Loew Mfg. Co. v. (U. R. A-378), 28 I. C. C., 737.

New York, Chicago & St. Louis R. R. Co. et al., Lorleburg, H. Co. v., 18 I. C. C., 183.

New York, Chicago & St. Louis R. R. Co., National Hay Asso. v., 9 I. C. C., 264.

New York, Chicago & St. Louis 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.*

New York, Chicago & St. Louis R. R. Co., N. Y. Produce Ex. v., 7 I. C. C., 612.

See *N. Y. Produce Exchange v. B. & O. R. R. Co.*

New York, Chicago & St. Louis R. R. Co., Shamberg, Jacob, v., 4 I. C. C., 630.

See *Shamberg v. D., L. & W. R. R. Co.*

New York, Chicago & St. L. R. R. Co., Sheldon & Co. v. (U. R. A-501), 29 I. C. C., 730.

New York, Chicago & St. L. R. R. Co., Sheldon & Co. v. (U. R. A-276), 28 I. C. C., 724.

New York, Chicago & St. Louis R. R. Co., Texas Seed & Floral Co. v., 23 I. C. C., 504.

See *Texas Seed & Floral Co. v. N. Y. C. & St. L. R. R. Co.*

N. Y., Chicago & St. Louis R. R. Co., U. S. of America v. (1706), 14 I. C. C., 642.

New York, Chicago & St. Louis R. R. Co. et al., Watson, H. F. Co. v., 19 I. C. C., 612.

New York Hay Exchange Asso. v. L. V. R. R. Co., 29 I. C. C., 90.

N. Y. Hay Exchange Asso. v. Pa. R. R. Co., 14 I. C. C., 178.

Cited: *Turnbull & Co. v. Erie R. R. Co.*, 17 I. C. C., 123.

Held that the track-storage rates on hay, formerly fixed, are reasonable as applied to oats.

Cited: Crescent Coal & Mining Co. v. B. & O. R. R. Co., 20 I. C. C., 559.

Cited: Murphy Bros. v. N. Y. C. & H. R. R. Co., 21 I. C. C., 177.

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

Cited: Investigation and Suspension Docket No. 83, 25 I. C. C., 315.

Cited: Wholesale Produce Dealers' Asso. v. L. I. R. R. Co., 26 I. C. C., 414.

The assessment of track-storage charges as a penalty in addition to the demurrage held reasonable because of disposition of shippers to hold their cars under demurrage on the tracks of the carriers, thus precluding the possibility of using those tracks for other cars.

Cited: New Orleans Storage Rules and Regulations, 28 I. C. C., 607.

A carrier might impose warehouse charges on an ascending scale such as will compel the removal of freight.

N. Y., New Haven & Hartford R. R. Co., Alleged Unlawful Charges for Transportation of Vegetables, 8 I. C. C., 585.

New York, N. H. & H. R. R. Co., Ballou & Wright v. (U. R. A-494), 29 I. C. C., 729.

New York, New Haven & Hartford R. R. Co., Boston Fruit & Produce Exchange v., 4 I. C. C., 664.

See Boston F. & P. Ex. v. N. Y. & N. E. R. R. Co.

New York, New Haven & Hartford R. R. Co., Boston Fruit & Produce Exchange v., 5 I. C. C. 1.

N. Y., New Haven & Hartford R. R. Co., Central R. R. Co. of New Jersey v., 14 I. C. C., 636.

N. Y., New Haven & Hartford R. R. Co., Chamber of Commerce of Chattanooga v., 10 I. C. C., 111.

See Chamber of Commerce of Chattanooga v. Southern Ry. Co.

New York, New Haven & Hartford R. R. Co., Fred G. Clark Co. v., 11 I. C. C., 558.

See Clark Co. v. L. S. & M. S. Ry. Co.

New York, New Haven & Hartford R. R. Co. et al., Du Pont de Nemours, E. I. Powder Co. v., 16 I. C. C., 351.

New York, New Haven & Hartford R. R. Co. et al., Frederich & Kempe Co. et al. v., 18 I. C. C., 481.

New York, N. H. & H. R. R. Co., Goldfield Consolidated Mines Co. v.
(U. R. A-126), 27 I. C. C., 710.

New York, New Haven & Hartford R. R. Co., Harvard Co. v., 4 I. C. C., 212.
See Harvard Co. v. Penn. Co.

New York, New Haven & Hartford R. R. Co., E. D. Hewins v., 10 I. C.
C., 221.

See Hewins v. New York, New Haven & Hartford R. R. Co.

New York, New Haven & Hartford R. R. Co., Kilburn Mills v., 22 I. C.
C., 21.

New York, New Haven & Hartford R. R. Co., Kindel, George J. v., 11 I. C.
C., 495, 514.

See Kindel v. B. & A. R. R. Co.

N. Y., New Haven & Hartford R. R. Co., Kindel, George J., v., 15 I. C.
C., 555.

See Kindel v. N. Y., N. H. & H. R. R. Co.

New York, New Haven & Hartford R. R. Co., King, W. S. & Co. v., 4 I. C.
C., 251.

See King, W. S. & Co. v. N. Y., N. H. & H. R. R. Co.

New York, New Haven & Hartford R. R. Co., Merchants' Traffic Asso. v.,
13 I. C. C., 225.

See Merchants' Traffic Asso. v. N. Y., N. H. & H. R. R. Co.

New York, New Haven & Hartford R. R. Co., Mertias Mills v., 26 I. C.
C., 718.

New York, New Haven & Hartford R. R. Co. et al., Merle, A. Co. v., 17 I.
C. C., 585.

N. Y., New Haven & Hartford R. R. Co., Milk Producers' Pro. Asso. v.,
7 I. C. C., 92.

See Milk Producers' Protective Asso. v. D., L. & W. R. R. Co.

New York, N. H. & H. R. R. Co., Milne & Hector v. (U. R. A-331), 28 I. C.
C., 731.

N. Y., New Haven & Hartford R. R. Co., Miner, D. W., v., 11 I. C. C., 422.

See Miner v. N. Y., N. H. & H. R. R. Co.

New York, New Haven & Hartford R. R. Co., National Hay Asso. v., 9 I. C. C., 264.

New York, New Haven & Hartford R. R. Co. et al., Norcross Bros. Co. v., 19 I. C. C., 612.

New York, New Haven & Hartford R. R. Co. et al., O'Neill-James Co. v., 17 I. C. C., 614.

New York, N. H. & H. R. R. Co., Pacific Fire Extinguisher Co. v. (U. R. A-231), 27 I. C. C., 725.

New York, N. H. & H. R. R. Co., Pennsylvania R. R. Co. v. (1394), 29 I. C. C., 708.

New York, New Haven & Hartford R. R. Co. et al., Pickands-Magee Co. v., 18 I. C. C., 615.

New York, New Haven & Hartford R. R. Co., Planters' Compress Co. v., 11 I. C. C., 382.

See *Planters' Compress Co. v. C., C. & St. L. Ry. Co.*

N. Y., New Haven & Hartford R. R. Co., Platt, Thos. C., v., 7 I. C. C., 323.

Cited: *Matter of Application of A. A. & S. F. R. Co.,* 7 I. C. C., 598.

Cited: *Enterprise Trans. Co. v. Penn. R. Co.,* 12 I. C. C., 336.

Cited: *Coal Rates on the Stony Fork Branch,* 26 I. C. C., 173.

A carrier cannot make a joint tariff over its own line and the line of some other company without the consent of the latter company.

N. Y., New Haven & Hartford R. R. Co., Rhode Island Egg & Butter Co. v., 6 I. C. C., 176.

New York, New Haven & Hartford R. R. Co., Richardson Shoe Co. v., 19 I. C. C., 607.

New York, New Haven & Hartford R. R. Co., Sayles, F. C., v., 9 I. C. C., 492.

New York, N. H. & H. R. R. Co., Seth Thomas Clock Co. v. (U. R. A-213), 27 I. C. C., 722.

New York, New Haven & Hartford R. R. Co., Sikeston Mercantile Co. v., 26 I. C. C., 719.

New York, New Haven & Hartford R. R. Co., Standard Knitting Mills v., 24 I. C. C., 718.

New York, New Haven & Hartford R. R. Co. et al., United States of America v., 17 I. C. C., 607.

New York, New Haven & Hartford R. R. Co. et al., United States of America v., 17 I. C. C., 613.

New York, N. H. & H. R. R. Co., United States v. (1634), 29 I. C. C., 708.

N. Y., New Haven & Hartford R. R. Co., Warren-Ehret Co. v., 8 I. C. C., 598.

See Warren-Ehret Co. v. Central R. R. of N. J.

New York, New Haven & Hartford R. R. Co., Waverly Oil Works v., 11 I. C. C., 558.

See Clark Co. v. L. S. & M. S. Ry. Co.

New York, N. H. & H. R. R. Co., Wesserunset Worsted Co. v. (5580), 30 I. C. C., 712.

N. Y., New Haven & Hartford R. R. Co., Wholesale Granite Dealers' Asso. v. (1808), 14 I. C. C., 643.

New York, Lake Erie & Western R. R. Co., Beaver & Co. v., 4 I. C. C., 733.

See Beaver & Co. v. Pitts., Cinn. & St. L. Ry. Co.

N. Y., Lake Erie & Western R. R. Co., Board of Trade of Chattanooga, Tenn., v., 5 I. C. C., 546.

See B'd of Tr'd. of Chattanooga v. E. Tenn., Va. & Ga. Ry. Co.

New York, Lake Erie & Western R. R. Co., Harvard & Co. v., 4 I. C. C., 212.

See Harvard Co. v. Penn. Co.

New York, Lake Erie & Western R. R. Co., Howell, Nathaniel W., v., 2 I. C. C., 272.

See Howell v. New York, Lake Erie & West. R. R. Co.

New York, Lake Erie & Western 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.

N. Y., Lake Erie & Western R. R. Co., Independent Refiners' Asso. of Titusville, Pa., v., 6 I. C. C., 378.

See Independent Refiners' Asso. of Titusville, Pa., v. Western N. Y. & Pa. R. R. Co.

N. Y., Lake Erie & 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.

New York, Lake Erie & Western 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.

N. Y., Lake Erie & Western R. R. Co., N. Y. Produce Ex. v., 7 I. C. C., 612.

See N. Y. Produce Exchange v. B. & O. R. R. Co.

New York, Lake Erie & Western R. R. Co., Riddle, Dean & Co. v., 1 I. C. C., 594.

See Riddle, Dean & Co. v. New York, Lake Erie & Western R. R. Co.

New York, Lake Erie & Western R. R. Co., Warner, Hulbert H., v., 4 I. C. C., 32.

See Warner v. N. Y. C. & H. R. R. R. Co.

N. Y., Ontario & Western Ry. Co., Milk Producers' Pro. Asso. v., 7 I. C. C., 92.

See Milk Producers' Protective Asso. v. D., L. & W. R. R. Co.

New York, Ontario & Western Ry. Co., National Hay Asso. v., 9 I. C. C., 264.

N. Y., Ontario & Western R. R. Co., New York Produce Ex. v., 7 I. C. C., 612.

See N. Y. Produce Exchange v. B. & O. R. R. Co.

N. Y., Ontario & Western Ry. Co., Shippers' and Receivers' Bu. of Newark v., 15 I. C. C., 264.

New York, Ontario & Western Ry. Co., Utica Traffic Bureau v., 18 I. C. C., 168.

New York, Ontario & Western Ry. Co., Warner, Hulbert H., v., 4 I. C. C., 32.

See Warner v. N. Y. C. & H. R. R. R. Co.

New York, Pennsylvania & Ohio R. R. Co., Andrews Soap Co. v., 4 I. C. C., 41.

See Andrews Soap Co. v. Pitts., Cinn. & St. L. Ry. Co.

New York, Pennsylvania & Ohio 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.*

New York, Philadelphia & Norfolk R. R. Co., Cranston Lumber Co. v., 22 I. C. C., 658.

New York, Philadelphia & Norfolk R. R. Co., Delaware State Grange of the Patrons of Husbandry v., 2 I. C. C., 309.

New York, Philadelphia & Norfolk R. R. Co., Delaware State Grange of Patrons of Husbandry v., 4 I. C. C., 588.

See *Delaware State Grange, etc., v. N. Y., Phila. & Norfolk R. R. Co.*

N. Y., Philadelphia & Norfolk R. R. Co., Delaware State Grange v., 5 I. C. C., 161.

N. Y., Philadelphia & Norfolk R. R. Co., Re Alleged Unlawful Charges for Transportation of Vegetables by, 8 I. C. C., 585.

New York, Philadelphia & Norfolk R. R. Co., Sweeney, Lynes & Co. v., 20 I. C. C., 600.

See *Sweeney, Lynes & Co. v. N. Y., P. & N. R. R. Co.*

N. Y., Philadelphia & Norfolk R. R. Co., Trades League of Philadelphia v.,

N. Y., Phila. & Norfolk R. R. Co., United States v., 15 I. C. C., 233.

New York Port Commissioner of Immigration v. New York Central & Hudson River R. R. Co. et al., 18 I. C. C., 607.

N. Y. Produce Exchange v. Allegheny Valley Ry. Co., 7 I. C. C., 612.

See also *New York Produce Exchange v. B. & O. R. R. Co.*

Cited: In re Differential Rates, 11 I. C. C., 61, 77.

When the subject of differentials between New York, Boston and other eastern ports was before the Commission, the question of whether the Act had been violated was the only matter examined.

N. Y. Produce Ex. v. Balto. & Ohio R. R. Co., 7 I. C. C., 612.

See also *New York Produce Exchange v. Allegheny Valley R. R. Co.*

Cited: Export & Domestic Rates, 8 I. C. C., 250.
Rates on grain shipped in births.

Cited: Washburn-Crosby Co. v. Penn. R. R. Co., 13 I. C. C., 42.
Port differentials examined.

New York Produce Co. Exchange v. New York Central & Hudson River R. R. Co. et al., 20 I. C. C., 504.

New York Produce Exchange v. N. Y. Central & Hudson River R. R. Co., 3 I. C. C., 137.

Cited: B'd of T'd. of Troy, Ala., v. Ala. Mid. Ry. Co., 6 I. C. C., 18.

Cited: Kemble v. B. & A. R. Co., 8 I. C. C., 114.

The question, whether the making of export rates through the port of New York of which the inland proportion accepted by the carriers was less than the published tariff rates charged on like traffic at the same time from interior points to the same port as its final destination was unlawful as being an unjust discrimination against the latter was presented to the Commission and it was held that this was not shown to be justified by any circumstance tending to show that it was just and proper and that it must therefore be deemed an unjust and unlawful discrimination as against transportation terminating at that port.

Cited: Export and Domestic Rates, 8 I. C. C., 253.

Note 1 and further that the proper way by which a through rate to the foreign port could be made was by adding the fluctuating ocean rate to a fixed inland rate; that usually this inland export rate should be the same as the domestic rate.

Cited: Re Tariffs on Export and Import Traffic, 10 I. C. C., 63.
Export and import rates should be published.

New York State Charities Fiscal Supervisor, Dennis, McCarthy, v. D., L. & W. R. Co., 24 I. C. C., 705.

New York State Shippers' Protective Asso. v. N. Y. C. & H. R. R. R. Co., 30 I. C. C., 437.

N. Y., Susquehanna & 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.

N. Y., Susquehanna & Western R. R. Co., Paine Bros. & Co. v., 7 I. C. C., 218.

See Paine Bros. & Co. v. Lehigh Valley R. R. Co.

New York, Susquehanna & Western R. R. Co., Reiter, Curtis & Hill v., 19 I. C. C., 290.

N. Y. Team Owners' Asso. v. Southern Pacific Co., 12 I. C. C., 204.

New York, Texas & Mexican Ry. Co., Cattle Raisers' Asso v., 11 I. C. C., 296.

Nichols & Cox Muber Co. v. M. & N. E. R. Co., 24 I. C. C., 724.

Nickey & Sons Co. (Inc.) v. M. & N. A. R. R. Co. (U. R. A-600), 30 I. C. C., 723.

Nicolai, John Henry, v. Pa. R. R. Co., 2 I. C. C., 131.

See *Brady v. Penn. R. R. Co.*, also *Parkhurst v. Penn. R. R. Co.*

Cited: *Boston Fr. & Pro. Exch. v. N. Y. & N. E. R. Co.*, 5 I. C. C., 3.
The divisions between carriers of a through rate may sometimes very properly be scrutinized by the Commission, in arriving at a just and reasonable rate, for the divisions agreed on between the carriers "are not without significance in determining what are reasonable rates for the whole distance in question."

Cited: *Chas. P. Perry v. Fla. Cen. & Penins. Ry. Co.*, 5 I. C. C., 111.
The Commission will prescribe a reasonable rate or a reasonable maximum.

Nicolai, John Henry, v. Pa. R. R. Co., 5 I. C. C., 635.

Nicola, Stone & Myers Co. v. Louisville & Nashville R. R. Co., 14 I. C. C., 199.

Cited and approved: *Woodward & Dickerson v. L. & N. R. R. Co.*, 15 I. C. C., 170, 172.

Cited and followed: *Kier & Morgan Co. v. D. Ry. Co.*, 15 I. C. C., 235, 237.

Followed: *Joice & Co. v. I. C. R. R. Co.*, 15 I. C. C., 140.

Informal presentation of claim for reparation stops running of statute of limitation.

Explained: *Nollenberger v. M. P. Ry. Co.*, 15 I. C. C., 597.

Followed: *Woodward & Dickerson v. L. & N. R. R. Co.*, 17 I. C. C., 10.
A claim in which the cause of action accrued prior to August 28, 1906, could lawfully be filed any time prior to August 29, 1907, even though cause of action had occurred more than two years prior to August 28, 1907. The case did not decide that claims in which the cause of action occurred prior to August 28, 1906, were deprived of the two years provision in the statute if they were not filed prior to August 29, 1907.

Cited: Kindelon v. So. Pac. Co., 17 I. C. C., 253.

The right to reparation is not confined to shipments made by parties to any given proceeding, but extends to all shipments moving under the same circumstances and conditions and charged for on the bases found to be unlawful by whomsoever made.

Cited: Black Horse Tobacco Co. v. I. C. R. R. Co., 17 I. C. C., 590.

Carriers who actually participate in the transportation under a joint rate are jointly and severally liable in damages for the unreasonableness of that rate.

Quoted: Sunnyside Coal Mining Co. v. D. & R. G. R. R. Co., 19 I. C. C., 21.

Adhered to: Mountair Ice Co. v. D., L. & W. R. R. Co., 21 I. C. C., 46, 51.

Cited: Com. Club of Omaha v. A. & S. R. Ry. Co., 27 I. C. C., 323.

Reparation is due to the person who has been required to pay the excessive charge as the price of transportation or on whose account the same was paid, and who were the true owners of the property transported during the period of transportation.

Cited: In re Wool, Hides and Pelts, 25 I. C. C., 677.

The payment of the unreasonable rate creates a right of action against the carrier, and the measure of damages, ordinarily, is the difference between the rate paid and what would have been a reasonable rate for the transportation service rendered.

Nicola, Stone & Meyers Co. v. Louisville & Nashville R. R. Co. et al., 17 I. C. C., 604.

Nicola, Stone & Myers Co. v. T., St. L. & W. R. Co., 26 I. C. C., 718.

Nicoll, B. & Co. v. D., L. & W. R. Co., 25 I. C. C., 303.

Nield v. Chicago, St. Paul, Minneapolis & Omaha Ry. Co., 12 I. C. C., 202.

Nitrate Agencies Co. v. Illinois Central R. R. Co. et al., 18 I. C. C., 623.

Nixon & Knox v. C. G. R. Co., 26 I. C. C., 715.

Noble, William K., v. B. & O. R. Co., 22 I. C. C., 432.

Cited: Milburn Wagon Co. v. L. S. & M. S., 22 I. C. C., 512.

Cited: Lindsay Bros. v. L. S. & M. S. Ry. Co., 22 I. C. C., 518.

The minimum weight rule of official classification condemned.

Cited: Indianapolis Frt. Bu. v. C., C., C. & St. L. Ry. Co., 23 I. C. C., 209.

The view of the Commission with respect to rates and minimum on chairs and furniture.

Followed: Carstens Packing Co. v. S. P. Co., 23 I. C. C., 237.

So long as the carriers have provisions in their tariffs for the use of double-deck cars, the tariffs should provide that where a double-deck car is ordered and two single-deck cars are furnished, charges will be assessed on the basis of the rate provided for the double-deck car ordered.

Cited: Investigation and Suspension Docket 76, 25 I. C. C., 445, 529.

In connection with sliding scale of minima, rule protecting the minimum on the size of car ordered similar to those in western trunk line exceptions to the classification, approved in cited case, should be incorporated in western classification.

Noble, William K., v. Baltimore & Ohio R. R. Co. et al., 20 I. C. C., 72.

Modified: Noble, William K., v. Baltimore & Ohio R. R. Co. et al., 22 I. C. C., 433.

Where a minimum weight for a certain-sized car is prescribed and a carrier is not able through lack of available equipment to supply such a car when ordered, shall apply such minimum on a larger car if furnished. Case modified so that carriers may have a certain fixed period of time within which to secure size car ordered.

Noble, William K., v. Baltimore & Ohio R. R. Co. et al., 20 I. C. C., 656.

Noble, William K., v. Chicago, Milwaukee & St. Paul Ry. Co. et al., 16 I. C. C., 420.

Noble, William K., v. Detroit & Toledo Shore Line R. R. Co. et al., 20 I. C. C., 60.

Cited: Noble v. St. L. S. W. Ry. Co., 20 I. C. C., 63.

A variation in separate scalings of a particular shipment necessarily points to error.

Cited: Browne Grain Co. v. G. C. & S. F. Ry. Co., 20 I. C. C., 164.

Disputes as to weights of past shipments raise questions of fact which are quite difficult of determination, as reweighing is ordinarily impossible, and evidence of a very positive character as to the incorrectness of the scaling is necessary before another weight can be substituted therefor.

Noble v. D., T. & I. Ry. Co. (U. R. A-510), 29 I. C. C., 731.

Noble, William K., v. Grand Trunk Western Ry. Co. et al., 20 I. C. C., 70.

Noble, William K., v. Jonesboro, Lake City & Eastern R. R. Co. et al., 20 I. C. C., 520.

Cited: Whaley-Warren Lumber Co. v. C., C. & O. Ry., 21 I. C. C., 531.

The liability of a carrier for damages due to disregarding routing instructions of shipper or in absence of such instructions, its duty to route shipment by most reasonable route.

Noble, William K., v. Maryland, Delaware & Virginia Ry. Co. et al., 19 I. C. C., 607.

Noble, William K., v. St. Louis & San Francisco R. R. Co. et al., 16 I. C. C., 186.

Noble, William K., v. St. Louis Southwestern Ry. Co. et al., 20 I. C. C., 62.

Noble v. S. A. & A. P. Ry. Co. (U. R. A-677), 30 I. C. C., 734.

Noble, William K., v. Toledo & Western R. R. Co. et al., 18 I. C. C., 494.

Noble, William K., v. Toledo, St. Louis & Western R. R. Co. et al., 20 I. C. C., 661.

Noble, William K., v. Vicksburg, Shreveport & Pacific Ry. Co. et al., 18 I. C. C., 224.

Noble, William K., v. Wabash R. R. Co. et al., 20 I. C. C., 657.

Nobles Bros. Grocer Co. v. Fort Worth & Denver City Ry. Co., 12 I. C. C., 242.

Cited: Dallas Ft. Bu. v. M., K. & T. Ry. Co., 12 I. C. C., 428.
System of rates to so-called Texas common-point territory.

Cited: Texas Common Point Case, 26 I. C. C., 534.

Amarillo in cited case contended that it be placed in common point territory group but this was denied at that time. Since then conditions have changed and Amarillo is entitled to have common-point rates on commodities which it had named.

Nobles Bros. Grocer Co. v. Ft. Worth & Denver City Ry. Co. (853), 12 I. C. C., 583.

Cited: B'd of Trade of Laredo, Tex., v. I. & G. N. R. R. Co., 22 I. C. C., 33.

The indefinite extension of Texas common-point territory.

Nollenberger, Carl, v. Missouri Pacific Ry. Co., 15 I. C. C., 595.

Compared: Baer Bros. Mer. Co. v. M. P. Ry. Co., 17 I. C. C., 226.

Facts held to constitute an arrangement for through and continuous carriage bringing the transportation within the scope of the Act.

Nonvalidation of Limited Excursion Tickets, In re, 19 I. C. C., 440.

Norcross Bros. Co. v. L. & N. R. Co., 29 I. C. C., 109.

Norcross Bros. Co. v. New York, New Haven & Hartford R. R. Co. et al.,
19 I. C. C., 612.

**Norfolk & Carolina R. R. Co., Alleged Unlawful Charges for Transportation
of Vegetables,** 8 I. C. C., 585.

Norfolk & Southern R. R. Co. et al., Wilson Bros. Lumber Co. v., 19 I. C.
C., 293.

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

Norfolk & Western Ry. Co., Baechtel, Edward McDowell, v., 18 I. C.
C., 615.

Norfolk & Western Ry. Co., Bell, C. S. Company v., 9 I. C. C., 632.

Norfolk & Western Ry. Co., Bluefield Shippers' Asso. v., 22 I. C. C., 519.

See *Bluefield Shippers' Asso. v. N. & W. Ry. Co.*

**Norfolk & Western R. R. Co., Board of Trade of the City of Lynchburg,
Va., v.,** 6 I. C. C., 632.

See *Board of Trade of the City of Lynchburg, Va., v. Old Dominion
S. S. Co.*

Norfolk & Western R. R. Co., Board of Trade of Chattanooga, Tenn., v.,
5 I. C. C., 546.

See *B'd of Tr'd. of Chattanooga v. S. Tenn., Va. & Ga. Ry. Co.*

Norfolk & Western Ry. Co., Board of Trade of Winston-Salem, N. C., v.,
26 I. C. C., 146.

**Norfolk & Western Ry. Co., Board of Trade of Winston-Salem, N. C., and
City of Winston, N. C., v.,** 16 I. C. C., 12.

See *Board of Trade of Winston-Salem, N. C., v. N. & W. Ry. Co.*

Norfolk & Western Ry. Co., Bristol Door & Lumber Co. v., 25 I. C. C., 87.

Norfolk & Western Ry. Co., Buckeye Buggy Co. v., 9 I. C. C., 620.

See *Buckeye Buggy Co. v. Cleveland, Cincinnati, Chicago & St.
Louis Ry. Co.*

**Norfolk & Western Ry. Co., Bureau of Freight & Transportation of Charles-
ton, S. C., v.,** 11 I. C. C., 235.

Norfolk & Western Ry. Co., Camden Iron Works v. (U. R. A-508), 29 I. C. C., 731.

Norfolk & Western Ry. Co. et al., Carter White Lead Co. v., 21 I. C. C., 41.
See *Carter White Lead Co. v. N. & W. Ry. Co.*

Norfolk & Western Ry. Co., Castner, Curran & Bullit v., 24 I. C. C., 704.

Norfolk & Western Ry. Co., Chamber of Commerce of Chattanooga v., 10 I. C. C., 111.

See *Chamber of Commerce of Chattanooga v. Southern Ry. Co.*

Norfolk & Western Ry. Co., Charlotte Shippers' Asso. v., 11 I. C. C., 108.

See *Charlotte Shippers' Asso. v. S. Ry. Co.*

Norfolk & Western R. R. Co., Chicago Freight Bureau v., 6 I. C. C., 195.

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

Norfolk & Western Ry. Co., Chicago Sash & Door Asso. v., 14 I. C. C., 594.

See *Chicago Sash & Door Asso. v. N. & W. Ry. Co.*

Norfolk & Western 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.*

Norfolk & Western Ry. Co. et al., Corporation Commission of the State of North Carolina v., 19 I. C. C., 303.

See *North Carolina State Corporation Com. v. N. & W. Ry. Co.*

Norfolk & Western Ry. Co., Eakle Lumber Co. v. (U. R. A-477), 29 I. C. C., 727.

Norfolk & Western Ry. Co., Farrar, J. K., v., 11 I. C. C., 640.

See *Farrar v. S. Ry. Co.*

Norfolk & Western R. R. Co., Farrar, W. B. & Co. v., 1 I. C. C., 480.

Norfolk & Western 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.*

- Norfolk & Western Ry. Co., Freight Bureau, Chamber of Commerce, Macon, Ga., v. (5126), 28 I. C. C., 713.**
- Norfolk & Western Ry. Co., General Chemical Co. v., 15 I. C. C., 349.**
See General Chemical Co. v. N. & W. Ry. Co.
- Norfolk & Western R. R. Co., Gerke Brewing Co. v., 5 I. C. C., 596.**
See Gerke Brewing Co. v. L. & N. R. R. Co.
- Norfolk & Western Ry. Co., G. R. & L. Co. v., 22 I. C. C., 144.**
- Norfolk & Western R. R. Co. et al, Jackson Iron & Steel Co. et al. v., 19 I. C. C., 603.**
- Norfolk & Western Ry. Co., Louisville Coal & Coke Co. v., 23 I. C. C., 710.**
- Norfolk & Western R. R. Co., McClelen, E. D., v., 6 I. C. C., 588.**
- Norfolk & Western Ry. Co., McMurtry & Co. v. (U. R. A-580), 30 I. C. C., 721.**
- Norfolk & Western Ry. Co., Marley, J. J. & Son v., 11 I. C. C., 616.**
- Norfolk & Western Ry. Co. et al, Masurite Explosive Co. v., 16 I. C. C., 530.**
- Norfolk & Western Ry. Co. et al, Morris & Co. v., 21 I. C. C., 676.**
- Norfolk & Western Ry. Co., National Wholesale Lumber Dealers' Asso. v., 9 I. C. C., 87.**
- Norfolk & Western Ry. Co., New England Coal & Coke Co. v., 22 I. C. C., 398.**
- Norfolk & Western Ry. Co., Page Milling Co. v., 30 I. C. C., 605.**
- Norfolk & Western Ry. Co., Powhatan Coal & Coke Co. v., 13 I. C. C., 69.**
See Powhatan Coal & Coke Co. v. N. & W. Ry. Co.
- Norfolk & Western Ry. Co., Raven Red Ash Coal Co. v., 13 I. C. C., 230.**
- Norfolk & Western Ry. Co. et al, Rehberg, Amos & Co. v., 21 I. C. C., 685.**
- Norfolk & Western Ry. Co., Schenk v., 29 I. C. C., 125.**
- Norfolk & Western Ry. Co., Spring Coal Co. v. (U. R. A-536), 29 I. C. C., 735.**
- Norfolk & Western Ry. Co., Superior Supply Co. v., 25 I. C. C., 711.**
- Norfolk & Western Ry. Co., Taylor v., 25 I. C. C., 613.**

Norfolk & Western Ry. Co., Tennessee Lumber Mfg. Co. v., 21 I. C. C., 671.

Norfolk & Western Ry. Co., Thornhill Wagon Co. v. (U. R. A-383), 28 I. C. C., 738.

Norfolk & Western Ry. Co., Town of Martinsville, Va., v., 26 I. C. C., 146.

Norfolk & Western Ry. Co., Trades League of Philadelphia v., 8 I. C. C., 368.

Norfolk & Western Ry. Co., Walker v., 25 I. C. C., 709.

Norfolk & Western Ry. Co., Washington Milling Co. v., 27 I. C. C., 546.

See *Washington Milling Co. v. N. & W. Ry. Co.*

Norfolk & Western 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.*

Norfolk Southern R. R. Co., Cranston Lumber Co. v. (U. R. A-377), 28 I. C. C., 737.

Norfolk Southern R. R. Co., Rickards v. (U. R. A-498), 29 I. C. C., 730.

Norman Lumber Co. v. L. & N. R. Co., 22 I. C. C., 239.

Reaffirmed: Investigation and Suspension Docket 115, 24 I. C. C., 686.

Proposed increased rates on lumber from groups in the Southeast to Cairo, Ill., proper made in compliance with findings in cited case found not unreasonable.

Cited and quoted: *Norman Lumber Co. v. L. & N. R. R. Co.*, 29 I. C. C., 568.

Only rates up to the Ohio river were considered in cited case, and particularly a comparison of the rates to Cairo and Louisville. The question of bridge tolls and its effect on traffic moving north of the Ohio river was expressly reserved.

Norman Lumber Co. v. L. & N. R. Co., 22 I. C. C., 672.

Norman Lumber Co. v. L. & N. R. R. Co., 29 I. C. C., 565.

Quoted: *Paducah B'd of Trade v. I. C. R. R. Co.*, 29 I. C. C., 589.

"The testimony clearly shows that the absorption of the bridge toll * * * to north-bank crossings, while it is included in the rate from Louisville, * * * subjects Louisville to undue prejudice and disadvantage. * * * the southern carriers can not elect to absorb all or part of the bridge toll on traffic to north-bank points if to do so results to the undue prejudice and disadvantage of points on the south bank. In other words, we will not allow the bridge toll to be absorbed at one crossing if it is included in the rate at a competitive crossing."

Norris, W. C., v. St. L. & S. F. R. Co., 25 I. C. C., 416.

North American Storage Co. v. Western Exp. Co. (6193), 29 I. C. C., 714.

North Brothers v. Chicago, Milwaukee & St. Paul Ry. Co., 15 I. C. C., 70.

Followed: Arkansas Fuel Co. v. C., M. & St. P. Ry. Co., 16 I. C. C., 98.

Followed: Kansas City Hay Co. v. C., M. & St. P. Ry. Co., 16 I. C. C., 102.

Followed: Tyler Commission Co. v. C., M. & St. P. Ry. Co., 16 I. C. C., 491.

The proportionals on hay out of Kansas City.

North Bros. v. St. Louis & San Francisco R. R. Co., 13 I. C. C., 152.

Followed: Arkansas Fuel Co. v. C., M. & St. P. Ry. Co., 16 I. C. C., 98.

Followed: Kansas City Hay Co. v. C., M. & St. P. Ry. Co., 16 I. C. C., 102.

Kansas City hay proportionals considered.

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

North Carolina R. R. Co., Loud, P. H., Jr., v., 5 I. C. C., 529.

See Loud v. So. Car. Ry. Co.

North Carolina State Corporation Commission v. Norfolk & Western Ry. Co. et al., 19 I. C. C., 303.

See North Carolina State Corporation Com. v. N. & W. Ry. Co.

North Carolina Talc & Mining Co. v. L. & N. R. Co., 24 I. C. C., 706.

Northeastern Paving & Construction Co. v. Boston & Maine R. R. Co., 15 I. C. C., 639.

Northeastern R. R. Co. of S. C., Alleged Unlawful Charges for Transportation of Vegetables, 8 I. C. C., 585.

North Eastern R. R. Co. of S. C., Perry, Charles P., v., 5 I. C. C., 97.

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

North Eastern R. R. Co. of S. C., R. R. Com. of Florida v., 5 I. C. C., 13.

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

North Eastern R. R. Co. of S. C., Rising, J. M., v., 5 I. C. C., 120.

Northeastern R. R. Co. of South Carolina, Savannah Bu. of Freight & Transportation v., 7 I. C. C., 601.

See *Savannah Bu. of Freight & Trans. v. Charleston & Savannah Ry. Co.*

Northeastern R. R. Co. of S. C., Truck Farmers' Asso. of Charleston and Vicinity v., 6 I. C. C., 295.

See *Truck Farmers' Asso. of Charleston, etc., v. Northeastern R. R. Co. of S. C.*

North Fork Cannel Coal Co. v. A. A. R. Co., 25 I. C. C., 241.

Limited: *Hughes Creek Coal Co. v. K. & M. Ry. Co.*, 29 I. C. C., 676.

The cited case is limited to the particular facts governing in that case in its application and there is no general approbation contained therein of the policy of the Chesapeake & Ohio road to keep the movement of coal on its line confined solely to that originating entirely on its own line so that its revenues may be as large as possible.

North Star Woolen Mill Co. v. Chicago, Milwaukee & St. Paul Ry. Co. et al., 17 I. C. C., 628.

North Texas Traction Co. v. Texas & Pacific Ry. Co. (2042), 15 I. C. C., 639.

Northern Anthracite Coal Co. v. Delaware, Lackawanna & Western Ry. Co. et al., 19 I. C. C., 549.

Northern California Lumber Co. v. Southern Pacific Co., 20 I. C. C., 671.

Northern California Power Co. v. C. & E. R. Co., 22 I. C. C., 659.

Northern Casket Co. v. Cleveland, Cincinnati, Chicago & St. Louis Ry. Co. et al., 20 I. C. C., 656.

Northern Central Ry. Co., Detroit Chemical Works v., 13 I. C. C., 357.

See *Detroit Chemical Works v. N. C. Ry. Co.*

Northern Central Ry. Co., Frederick Brick Works v., 12 I. C. C., 13.

See *Frederick Brick Works v. N. C. Ry. Co.*

Northern Central Ry. Co., N. Y. Produce Ex. v., 7 I. C. C., 612.

See *N. Y. Produce Exchange v. B. & O. R. R. Co.*

Northern Coal & Coke Co. v. C., R. I. & P. R. Co., 22 I. C. C., 660.

Northern Coal & Coke Co. v. Colorado & Southern Ry. Co. et al., 16 I. C. C., 369.

Cited: *Fremont Com. Club v. C., B. & Q. R. Co.*, 21 I. C. C., 79.
Coal rate from Louisville, Colo., to Omaha.

Northern Coal & Coke Co. v. Denver, Northwestern & Pacific Ry. Co. et al., 21 I. C. C., 669.

Northern Express Co. et al., Kelly Commission Co. v., 21 I. C. C., 664.

Northern Hardware & Supply Co. v. Chicago, Milwaukee & St. Paul Ry. Co. et al., 19 I. C. C., 604.

Northern Lumber Manufacturing Co. v. Texas & Pacific Ry. Co. et al., 19 I. C. C., 54.

Quoted: **Wheeler-Holden Co. v. L. & N. R. R. Co.**, 21 I. C. C., 238.

Demurrage and storage collected as the result of carriers demanding rates in excess of those in their legally filed tariffs must be refunded, and this principle applies to cases in which charges are demanded on shipments as to which no rates are published.

Northern Malt Co. v. C., M. & St. P. R. Co. (U. R. A-123), 27 I. C. C., 710.

Northern Mercantile Co., Ltd., v. G. N. R. Co. (U. R. A-116), 27 I. C. C., 709.

Northern Mercantile Co. (Ltd.) v. G. N. Ry. Co. (5538), 29 I. C. C., 711.

Northern Mercantile Co., Ltd., v. N. P. R. Co., 23 I. C. C., 716.

Northern Mercantile Co. v. N. P. R. Co., 24 I. C. C., 724.

Northern Mercantile Co. v. S. I. R. Co. (U. R. A-207), 27 I. C. C., 722.

Northern Mercantile Co. v. S. I. Ry. Co. (5671), 29 I. C. C., 711.

Northern Ohio Ry. Co. et al., Old Dominion Copper Mining & Smelting Co. of Arizona v., 21 I. C. C., 677.

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

Northern Pacific Ry. Co., Alaska Lumber Co. v. (1195), 15 I. C. C., 637.

Northern Pacific Ry. Co., Atlas Lumber & Shingle Co. v., 26 I. C. C., 313.

Northern Pacific Ry. Co. et al., Big Blackfoot Milling Co. v., 16 I. C. C., 173.

Northern Pacific R. R. Co., Buchanan, Daniel, v., 5 I. C. C., 7.

Northern 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.**

Northern Pacific Ry. Co., Board of R. R. Commissioners of Montana in Behalf of Frank Campbell v., 26 I. C. C., 482.

Northern Pacific Ry. Co., Board of R. R. Com'rs of Montana in Behalf of L. H. Van Dyck Co. v. (U. R. A-157), 27 I. C. C., 715.

Northern Pacific Ry. Co. et al., Bradford-Kennedy Co. v., 21 I. C. C., 682.

Northern Pacific Ry. Co. et al., Carlson, Anton, v., 19 I. C. C., 605.

Northern Pacific Ry. Co., Carpenter-Olwell Lumber Co. v. (U. R. A-658), 30 I. C. C., 731.

Northern Pacific Ry. Co., Carr, Spencer E., v., 9 I. C. C., 1.

See Carr v. Northern Pacific Ry. Co.

Northern Pacific Ry. Co., Carstens Packing Co. v., 14 I. C. C., 577.

See Carstens Packing Co. v. N. P. Ry. Co.

Northern Pacific Ry. Co., Carstens Packing Co. v., 15 I. C. C., 431.

Northern Pacific R. R. Co., Chamber of Commerce of Minneapolis v., 5 I. C. C., 571.

See Chamber of Commerce of Minneapolis v. Gt. No. Ry. Co.

Northern Pacific Ry. Co., City of Spokane, Wash., v., 15 I. C. C., 376.

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

Northern Pacific Ry. Co. et al., City of Spokane et al. v., 16 I. C. C., 179.

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

Northern Pacific Ry. Co. et al., City of Spokane et al. v., 19 I. C. C., 162.

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

Northern Pacific Ry. Co. et al., City of Spokane et al. v., 21 I. C. C., 400.

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

Northern Pacific Ry. Co., City of Spokane v., 23 I. C. C., 454.

Northern Pacific Ry. Co. et al., Cobb, R. E. et al. v., 20 I. C. C., 100.

See Cobb v. N. P. Ry. Co.

Northern Pacific Ry. Co., Collins Co. v. (U. R. A-504), 29 I. C. C., 730.

Northern Pacific Ry. Co., Commercial Club of Duluth v., 13 I. C. C., 288.

Northern Pacific Ry. Co., Gamble-Robinson Commission Co. v., 14 I. C. C., 523.

See Gamble-Robinson Commission Co. v. N. P. Ry. Co.

- Northern Pacific Ry. Co., Hardenberg, Dolson & Gray v., 14 I. C. C., 579.
- Northern Pacific Ry. Co., Duluth Iron & Metal Co. v. (U. R. A-336), 28 I. C. C., 732.
- Northern Pacific Ry. Co., Duluth Shingle Co. v., 10 I. C. C., 489.
- Northern Pacific Ry. Co. et al., Follmer, C. C. & Co. v., 21 I. C. C., 683.
- Northern Pacific Ry. Co., Frye & Bruhn v., 13 I. C. C., 501.
- Northern Pacific Ry. Co., Frye & Co. v. (U. R. A-637), 30 I. C. C., 728.
- Northern Pacific Ry. Co. et al., Gamble-Robinson Fruit Co. et al. v., 19 I. C. C., 608.
- Northern Pacific Ry. Co. et al., Gamble-Robinson Fruit Co. v., 20 I. C. C., 421.
- Northern Pacific Ry. Co., George Tileston Milling Co. v., 8 I. C. C., 346.
- Northern Pacific Ry. Co. et al., Hanna, M. A. Coal Co. v., 16 I. C. C., 289.
- See Hanna Coal Co. v. N. P. Ry. Co.
- Northern Pacific Ry. Co. v. Hasslo Engineering Co. v., 25 I. C. C., 714.
- Northern Pacific Ry. Co., Hellstrom, F. O., v., 17 I. C. C., 580.
- Northern Pacific Ry. Co., Hennepin Paper Co. v., 12 I. C. C., 535.
- See Hennepin Paper Co. v. N. P. Ry. Co.
- Northern Pacific Ry. Co., Hennepin Paper Co. v., 27 I. C. C., 609.
- Northern Pacific Ry. Co. et al., Humbird Lumber Co., Limited, v., 16 I. C. C., 449.
- Northern Pacific Ry. Co. et al., Kaye & Carter Lumber Co. v., 21 I. C. C., 674.
- Northern Pacific Ry. Co., Leach v., 25 I. C. C., 275.
- Northern Pacific Ry. Co. et al., Mahaffey Co. v., 20 I. C. C., 655.
- Northern Pacific Ry. Co. et al., Manahan, James, v., 17 I. C. C., 95.
- Northern Pacific Ry. Co., Menasha Wooden Ware Co. v., 11 I. C. C., 666.
- Northern Pacific R. R. Co., Merchants' Union of Spokane Falls v., 5 I. C. C., 478.
- See Merchants' Union, etc., v. No. Pa. R. R. Co.
- Northern Pacific Ry. Co., Miller & Co. v. (U. R. A-648), 30 I. C. C., 730.

Northern Pacific R. R. Co., A. S. Newland v., 6 I. C. C., 131.

See *Newland v. Northern Pacific R. R. Co.*

Northern Pacific 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.*

Northern Pacific Ry. Co., Northern Mercantile Co., Ltd., v., 23 I. C. C., 716.

Northern Pacific Ry. Co., Norton Co. v. (U. R. A-637), 30 I. C. C., 728.

Northern Pacific Ry. Co. et al., O'Brien, Dennis J. & Co. v., 19 I. C. C., 611.

Northern Pacific Ry. Co. et al., Olympia Brewing Co. v., 17 I. C. C., 178.

Northern Pacific Ry. Co., Omaha Grain Exchange v., 30 I. C. C., 572.

Northern Pacific R. R. Co., Oregon Short Line Ry. Co. v., 3 I. C. C., 264.

Northern Pacific Ry. Co., Pacific Coast Lumber Mfrs.' Asso. v., 14 I. C. C., 23, 51.

See *Pacific Coast Lumber Mfrs.' Asso. v. N. P. Ry. Co.*

Northern Pacific Ry. Co. et al., Pacific Coast Lumber Manufacturers' Association et al. v., 16 I. C. C., 465.

See *Pacific Coast Lumber Mfrs.' Asso. v. N. P. Ry. Co.*

Northern Pacific Ry. Co. et al., Pacific National Lumber Co. et al. v., 21 I. C. C., 455.

Northern Pacific Ry. Co. et al., Pennsylvania Smelting Co. v., 19 I. C. C., 60.

Northern Pacific Ry. Co., Perry & Co. v., 23 I. C. C., 247.

Northern Pacific Ry. Co., Plummer, William Co. v., 18 I. C. C., 530.

Northern Pacific Ry. Co., Potlatch Lumber Co. v., 14 I. C. C., 41.

See *Potlatch Lumber Co. v. N. P. Ry. Co.*

Northern Pacific Ry. Co. et al., Potlatch Lumber Co. et al. v., 16 I. C. C., 465.

Northern Pacific Ry. Co., Public Service Commission of Washington v.,
23 I. C. C., 256.

See *Public Service Com. of Wash. v. N. P. Ry. Co.*

Northern Pacific Ry. Co., Public Service Commission of Washington v., 26 I. C. C., 272.

See Public Service Com. of Wash. v. N. P. Ry. Co.

Northern Pacific Ry. Co., R. R. Commission of Montana v., 26 I. C. C., 407.

Northern Pacific R. R. Co., E. M. Raworth v., 5 I. C. C., 234.

See Raworth v. Northern Pacific R. R. Co.

Northern Pacific Ry. Co., Rhineland Paper Co. v., 13 I. C. C., 633.

See Rhineland Paper Co. v. N. P. Ry. Co.

Northern Pacific Ry. Co. et al., Richards, E. R., v., 21 I. C. C., 468.

Northern Pacific Ry. Co., Ryan & Newton Co. v. (U. R. A-495), 29 I. C. C., 729.

Northern Pacific Ry. Co., St. Cloud, Minn., v., 8 I. C. C., 346.

See St. Cloud, Minn., v. Northern Pacific Ry. Co.

Northern Pacific Ry. Co., Schwager & Nettleton, Inc., v. (1065), 12 I. C. C., 587.

Northern Pacific Ry. Co. et al., Seattle Brewing & Malting Co. v., 17 I. C. C., 178.

Northern Pacific Ry. Co. et al., Seattle Frog & Switch Co. v., 17 I. C. C., 626.

Northern Pacific Ry. Co. et al., Sheboygan Mineral Water Co. v., 18 I. C. C., 617.

Northern Pacific Ry. Co., Shinn & Co. v. (U. R. A-107), 27 I. C. C., 708.

Northern Pacific R. R. Co., James F. Slater v., 2 I. C. C., 359.

Northern Pacific R. R. Co., W. U. Smith v., 1 I. C. C., 208.

See Smith, W. U., v. Northern Pacific R. R. Co.

Northern Pacific Ry. Co., Southwest Washington Lumber Mfrs.' Asso. v., 14 I. C. C., 41.

See Northern Pacific Ry. Co. v. Pacific Coast Lumber Manufacturers' Asso., 14 I. C. C., 23, 51. and Southwest Wash. Lumber Mfrs.' Asso. v. N. P. Ry. Co.

Northern Pacific Ry. Co., Stanton Co. v. (U. R. A-226), 27 I. C. C., 724.

- Northern Pacific Ry. Co. et al., Stone-Ordean-Wells Co. v.**, 16 I. C. C., 313.
See *Stone-Ordean-Wells Co. v. N. P. Ry. Co.*
- Northern Pacific Ry. Co. et al., Transportation Bureau of Seattle Chamber of Commerce et al. v.**, 19 I. C. C., 265.
See *Seattle Chamber of Commerce Transportation Bureau v. N. P. Ry. Co.*
- Northern Pacific Ry. Co. et al., Transportation Bureau of Seattle Chamber of Commerce et al. v.**, 21 I. C. C., 640.
- Northern Pacific Ry. Co. et al., Vollmar & Below Co. v.**, 19 I. C. C., 607.
- Northern Pacific Ry. Co. et al., Wheeler Lumber, Bridge & Supply Co. v.**, 21 I. C. C., 684.
- Northern Pacific Ry. Co. et al., Willamette Pulp & Paper Co. v.**, 18 I. C. C., 388.
- Northern Pacific Ry. Co., William W. Wylie v.**, 11 I. C. C., 145.
See *Wylie v. Northern Pacific Ry. Co.*
- Northern Wisconsin Produce Co. v. Minneapolis, St. Paul & Sault Ste. Marie Ry. Co.**, 21 I. C. C., 197.
- Northern Wood Co. v. C. & N. W. Ry. Co.** (5750), 28 I. C. C., 717.
- Northern Wood Co. v. Chicago, Milwaukee & St. Paul Ry. Co.**, 17 I. C. C., 617.
- Northern Wood Co. v. Chicago, Milwaukee & St. Paul Ry. Co. et al.**, 18 I. C. C., 627.
- Northern Wood Co. v. M., St. P. & S. S. M. R. Co.** (U. R. A-200), 27 I. C. C., 721.
- Northwest Auto Supply Co. v. S. I. R. Co.** (U. R. A-158), 27 I. C. C., 715.
- Northwest Coal Co. v. U. P. R. R. Co.** (U. R. A-665), 30 I. C. C., 732.
- Northwestern Compo-Board Co. v. A. & W. Ry. Co.** (U. R. A-663), 30 I. C. C., 732.
- Northwestern Iron Co. v. Chicago, Milwaukee & St. Paul Ry. Co. et al.**, 17 I. C. C., 618.
- Northwestern Leather Co. v. Oregon R. R. & Navigation Co. et al.**, 21 I. C. C., 66.
- Northwestern Leather Co. v. Southern Pacific Co. et al.**, 21 I. C. C., 66.

- Northwestern Marble & Tile Co. v. C., M. & St. P. Ry. Co.** (U. R. A-190), 27 I. C. C., 719.
- Northwestern Traffic & Credit Bureau v. Chicago, Milwaukee & St. Paul Ry. Co. et al.**, 18 I. C. C., 619.
- Northwestern Woodenware Co. v. C., M. & St. P. Ry. Co.**, 28 I. C. C., 237.
- Northwestern Woodenware Co. v. C., M. & St. P. Ry. Co.** (U. R. A-537), 29 I. C. C., 735.
- Norton, E. C., Deceased, J. C. Kirkpatrick, Administrator, v. C. & N. W. R. Co.**, 25 I. C. C., 712.
- Norton Co. v. N. P. Ry. Co.** (U. R. A-637), 30 I. C. C., 728.
- Norton Lumber Co. v. T. & P. R. Co.**, 24 I. C. C., 722.
- Norvell Mercantile Co. v. D., N. W. & P. Ry. Co.** (5084), 28 I. C. C., 713.
- Norwich & 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.**
- Norwood v. Adams Exp. Co.** (4220), 29 I. C. C., 709.
- Nourse-Taylor Lumber Co. v. Gulf & Ship Island R. R. Co.**, 18 I. C. C., 623.
- Nucoa Butter Co. v. Erie R. R. Co. et al.**, 20 I. C. C., 174.
- Nye-Schneider-Fowler Co. v. Chicago & Northwestern Ry. Co.** (1483), 14 I. C. C., 637.
- Nye-Schneider-Fowler Grain Co. v. Union Pacific R. R. Co.**, 15 I. C. C., 90.
- See **Nebraska-Iowa Grain Co. v. U. P. R. R. Co.**

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- Oak Grove Farm Creamery v. Adams Express Co. et al.**, 19 I. C. C., 454.
- Oakes & Co. v. U. P. R. Co.**, 25 I. C. C., 715.
- Oakland Warehouse Co. v. Chicago Great Western Ry. Co. et al.**, 21 I. C. C., 681.
- Obion Hardware Co. v. V. R. Co.** (U. R. A-162), 27 I. C. C., 715.
- O'Brien & Carter v. Louisville & Nashville R. R. Co.**, 8 I. C. C., 377.
- See **Savannah Bureau of Freight & Trans. v. Louisville & Nashville R. R. Co.**

- O'Brien Commercial Co. v. Atchison, Topeka & Santa Fe Ry. Co. et al.**, 17 I. C. C., 72.
See *Montague v. A., T. & S. F. Ry. Co.*
- O'Brien Commercial Co. v. Atchison, Topeka & Santa Fe Ry. Co. et al.**, 19 I. C. C., 602.
- O'Brien Commercial Co. v. Chicago & North Western Ry. Co. et al.**, 20 I. C. C., 68.
- O'Brien Commercial Co. v. Southern Pacific Co. et al.**, 17 I. C. C., 72.
See *Montague v. A., T. & S. F. Ry. Co.*
- O'Brien, Dennis J. & Co. v. Northern Pacific Ry. Co. et al.**, 19 I. C. C., 611.
- Ocean County Coal Co. v. Central R. R. Co. of New Jersey et al.**, 17 I. C. C., 383.
- Ocean Steamship Co. of Savannah, Alleged Unlawful Charges for Transportation of Vegetables v.**, 8 I. C. C., 585.
- Ocean Steamship Co. of Savannah, August & Savannah Steamship Co. v.**, 26 I. C. C., 380.
See *Augusta & Savannah S. S. Co. v. O. S. S. Co. of Savannah.*
- Ocean Steamship Co. of Savannah, Augusta Barge Line Co. v. (6442)**, 29 I. C. C., 715.
- Ocean Steamship Co. of Savannah, Board of Trade of Chattanooga, Tenn.**, v., 5 I. C. C., 546.
- Ocean Steamship Co. of Savannah, Board of Trade of Troy, Ala.**, v., 6 I. C. C., 1.
See *Board of Trade of Troy, Ala., v. Ala. Midland Ry. Co.*
- Ocean Steamship Co. of Savannah, Chamber of Commerce of Chattanooga**, v., 10 I. C. C., 111.
See *Chamber of Commerce of Chattanooga v. Southern Ry. Co.*
- Ocean Steamship Co., Chicago Freight Bureau v.**, 6 I. C. C., 195.
See *Chicago Freight Bureau v. Louisville, New Albany & Chicago Ry. Co.*
- Ocean 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.*

Ocean Steamship Co. of Savannah, R. R. Comm. of Fla. v., 5 I. C. C., 13.

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

Ocean Steamship Co., R. R. Comm. of Ga. v., 5 I. C. C., 324.

See *R. R. Com. of Ga. v. Clyde S. S. Co.*

Ocean Steamship Co. of Savannah, Ga., Savannah Bureau of Freight & Transportation, 8 I. C. C., 377.

See *Savannah Bureau of Freight & Trans. v. Louisville & Nashville R. R. Co.*

Ocean Steamship Co. of Savannah et al., Weld, Stephen M. & Co. v., 21 I. C. C., 581.

Ocheltree Grain Co. v. Chicago, Rock Island & Pacific Ry. Co., 13 I. C. C., 238.

Ocheltree Grain Co. v. St. Louis & San Francisco R. R. Co., 13 I. C. C., 46.

Cited: *Texas Grain & Elevator Co. v. C., R. I. & P. Ry. Co.,* 18 I. C. C., 581.

Rate on snapped corn.

Followed: *Millar v. N. Y. C. & H. R. R. R. Co.,* 19 I. C. C., 78.

The fact that the defendants had for some time maintained a rate of 49 cents and soon after these shipments moved reduced the rate from 74 cents back to 49 cents is in the nature of an admission that this rate was a fair one under the circumstances.

Ocheltree Grain Co. v. Texas & Pacific Co. et al., 18 I. C. C., 412.

Oden & Elliott v. Seaboard Air Line Ry. et al., 19 I. C. C., 614.

Oetting Bros. Ice Co. v. M., St. P. & S. Ste. M. Ry. Co. (5925), 28 I. C. C., 719.

Official Classification Territory, In re Investigation of Advances in Rates by Carriers in, 20 I. C. C., 243.

See *Advances in Rates by Carriers in Official Classification Territory.*

O'Gara Coal Co. v. C., C. & St. L. Ry. Co. (4959), 28 I. C. C., 712.

Ogden, F. D., v. Southern Pacific Co. et al., 20 I. C. C., 638.

O'Halloran & Jacobs v. B. & A. R. Co., 22 I. C. C., 666.

Ohio Allied Milk Product Shippers v. Erie R. R. Co., 21 I. C. C., 522.

Ohio & Kentucky Ry. Co., Doran & Co. v., 22 I. C. C., 666.

Ohio & Michigan Coal Co. v. D. L. & C. R. R. & T. Co. (U. R. A-518), 29 I. C. C., 732.

Ohio & Mississippi Ry. Co., Andrews Soap Co. v., 4 I. C. C., 41.

See *Andrews Soap Co. v. Pitts., Cinn. & St. L. Ry. Co.*

Ohio & Mississippi Ry. Co., W. H. Boyer & Co. v., 7 I. C. C., 55.

Ohio & Mississippi Ry. Co., George Rice v., 5 I. C. C., 193.

See *Rice v. Cinn., Wash. & Balt. R. R. Co.*

Ohio Central Lines, Globe-Wernicke Co. v., 11 I. C. C., 156.

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

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

Ohio Foundry Co. v. Pittsburg, Cincinnati, Chicago & St. Louis Ry. Co. et al., 19 I. C. C., 65.

Ohio, Indiana & Western Ry. Co., Hervey Bates v., 4 I. C. C., 281.

See *Bates v. Penn. R. R. Co.*

Ohio Iron & Metal Co. v. C. & E. I. R. Co., 26 I. C. C., 721.

Ohio Iron & Metal Co. v. Chicago, Milwaukee & St. Paul Ry. Co., 17 I. C. C., 618.

Ohio Iron & Metal Co. v. C., M. & St. P. R. Co., 24 I. C. C., 713.

Ohio Iron & Metal Co. v. C., M. & St. P. Ry. Co., 28 I. C. C., 703.

Ohio Iron & Metal Co. v. Wabash R. R. Co. et al., 18 I. C. C., 299.

Cited: *Alabama Lumber & Ex. Co. v. P., B. & W. R. R. Co.*, 19 I. C. C., 295.

The naming by the carrier, either in the bill of lading or otherwise, of a rate less than that published and filed with the Commission, affords no proper basis for a departure from the legal rate or the payment of damages for a loss alleged to have been sustained as the result of the error.

Ohio River Hay Rates, 27 I. C. C., 465.

Ohio River Lumber Co. v. C., C. & St. L. R. Co., 26 I. C. C., 723.

Ohio Valley Tie Co. v. L. & N. R. Co., 23 I. C. C., 715.

Ohio Valley Tie Co. v. L., H. & St. L. R. Co., 23 I. C. C., 715.

Ohsmen & Effron v. Chicago, Rock Island & Pacific Ry. Co., 12 I. C. C., 63.

Okerson, John A., v. Pennsylvania R. R. Co. et al., 18 I. C. C., 127.

Oklahoma & Arkansas Coal Traffic Bureau v. Chicago, Rock Island & Pacific Ry. Co., 14 I. C. C., 216.

Cited: State of Oklahoma v. A., T. & S. F. Ry. Co., 14 I. C. C., 518.
Reasonableness of rates applying on coal in territory west of the Mississippi River.

Cited: Ft. Dodge Com. Club v. I. C. R. R. Co., 16 I. C. C., 582.
Per ton mile rate on coal of 5 milks for 375 mile haul held not unduly high.

Oklahoma & Arkansas Coal Traffic Bureau v. Midland Valley R. R. Co., 12 I. C. C., 516.

Oklahoma Central Ry. Co., Reinhardt Grain Co. v., 24 I. C. C., 713.

Oklahoma-Colorado Potato Rates, 28 I. C. C., 298.

Oklahoma Corp. Com. in Behalf of Arnett Telephone Co. v. American Tel. & Telegraph Co. (5953).

Oklahoma Corporation Commission v. A. & S. R. Co., 23 I. C. C., 688.

Oklahoma Corporation Commission v. A. & S. R. Co., 26 I. C. C., 520.

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

Oklahoma Corporation Commission v. A. O. & W. R. Co., 27 I. C. C., 210.

See Corporation Com. of Oklahoma v. Ark., Okla. & West. R. Co.

Oklahoma Corporation Commission v. A., T. & S. F. R. Co., 22 I. C. C., 160.

Oklahoma Corporation Commission v. A., T. & S. F. R. Co., 23 I. C. C., 656.

Oklahoma Corporation Commission v. A., T. & S. F. R. Co., 24 I. C. C., 727.

Oklahoma Corporation Commission v. A., T. & S. F. R. Co., 25 I. C. C., 120.

Oklahoma Corporation Commission v. A., T. & S. F. R. Co., 28 I. C. C., 332.

Oklahoma Corporation Commission v. Chicago, Rock Island & Gulf Ry. Co. et al., 17 I. C. C., 379.

See Corporation Commission of Okla. v. C., R. I. & G. Ry. Co.

Oklahoma Grain Rates, 28 I. C. C., 462.

Oklahoma Mill Co. v. Chicago, Rock Island Pacific Ry. Co., 13 I. C. C., 214.

See Haines v. C., R. I. & P. Ry. Co.

Oklahoma Portland Cement Co. v. M., K. & T. R. Co., 24 I. C. C., 158.

Oklahoma Portland Cement Co. v. M., K & T. R. Co., 27 I. C. C., 101.

Oklahoma, State of, v. Atchison, Topeka & Santa Fe Ry. Co., 14 I. C. C., 147, 516.

Cited: Consumers' Ice Co. v. A., T. & S. F. Ry. Co., 18 I. C. C., 278.
Rate on coal.

Oklahoma, State of, v. Chicago, Rock Island & Pacific Ry. Co., 14 I. C. C., 147.

See Oklahoma, State of, v. A., T. & S. F. Ry. Co.

Oklahoma, State of, v. Chicago, Rock Island & Pacific Ry. Co., 15 I. C. C., 42.

Cited: Nat'l Refining Co. v. A., T. & S. F. Ry. Co., 18 I. C. C., 389.
Rate on petroleum.

Oklahoma, State of, v. Missouri, Kansas & Texas Ry. Co., 14 I. C. C., 147.

See Oklahoma, State of, v. A., T. & S. F. Ry. Co.

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

Oklahoma Traffic Assn. v. A., T. & S. F. Ry. Co., 29 I. C. C., 129.

Oldbury Electro-Chemical Co. v. Cincinnati, Hamilton & Dayton Ry. Co. et al., 18 I. C. C., 628.

Old Colony 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.

Old Dominion Copper Mining & Smelting Co. v. Baltimore & Ohio R. R. Co. et al., 17 I. C. C., 608.

Old Dominion Copper Mining & Smelting Co. v. Monongahela R. R. Co. et al., 16 I. C. C., 608.

Old Dominion Copper Mining & Smelting Co. of Arizona v. Northern Ohio Ry. Co. et al., 21 I. C. C., 677.

Old Dominion Copper Mining & Smelting Co. v. Pennsylvania Co. et al., 16 I. C. C., 606.

Old Dominion Copper Mining & Smelting Co. v. Pennsylvania R. R. Co. et al., 17 I. C. C., 309.

Old Dominion Copper Mining & Smelting Co. v. Pittsburg & Lake Erie R. R. Co. et al., 16 I. C. C., 607.

Old Dominion Steamship Co., Alleged Unlawful Charges for Transportation of Vegetables v., 8 I. C. C., 585.

Old Dominion Steamship Co., Arbuckle Brothees v. (U. R. A-550), 30 I. C. C., 717.

Old Dominion Steamship Co., Board of Trade of Chattanooga, Tenn., v., 5 I. C. C., 546.

See *B'd of Tr'd of Chattanooga v. E. Tenn., Va. & Ga. Ry. Co.*

Old Dominion Steamship Co., Board of Trade of Lynchburg, Va., v., 6 I. C. C., 632.

See *Board of Trade of the City of Lynchburg, Va., v. Old Dominion S. S. Co.*

Old Dominion Steamship Co., Charlotte Shippers' Asso. v., 11 I. C. C., 108.

See *Charlotte Shippers' Asso. v. S. Ry. Co.*

Old Dominion Steamship Co., Chicago Freight Bureau v., 6 I. C. C., 195.

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

Old Dominion 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.*

Old Dominion Steamship Co., Hampton Mfg. Co. v., 27 I. C. C., 666.

Old Dominion Steamship Co. et al., Penn, F. R. Tobacco Co. v., 18 I. C. C., 197.

Olive & Meyers Mfg. Co. v. C., B. & Q. R. Co., 26 I. C. C., 724.

Oliver v. O. G. & N. E. Ry. Co. (U. R. A-496), 29 I. C. C., 729.

Olive-Sternberg Lumber Co. v. Texas & New Orleans R. R. Co. et al., 17 I. C. C., 617.

Olmsted-Stevenson Co. v. O. S. L. R. Co., 26 I. C. C., 714.

Olsen, Oscar C., v. Chicago, Milwaukee & St. Paul Ry. Co. et al., 18 I. C. C., 625.

Olson Rug Co. v. A., T. & S. F. Ry. Co. (U. R. A-521), 29 I. C. C., 733.

Olympia Brewing Co. v. Northern Pacific Ry. Co. et al., 17 I. C. C., 178.

Omaha & Council Bluffs Ry. & Bridge Co. et al., West End Improvement Club v., 17 I. C. C., 239.

See West End Improvement Club v. O. & C. B. Ry. & B. Co.

Omaha & St. Louis R. R. Co., Charles H. Johnson v., 9 I. C. C., 221.

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

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

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

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

See Commercial Club of Omaha v. Anderson & Saline R. Ry. Co.

Omaha Commercial Club v. A. & S. R. Ry. Co. (U. R. A-263), 28 I. C. C., 723.

Omaha Commercial Club v. A. & S. R. R. Co., 27 I. C. C., 302.

Omaha Commercial Club v. Baltimore & Ohio R. R. Co. et al., 19 I. C. C., 397.

See Commercial Club of Omaha v. B. & O. R. R. Co.

Omaha Commercial Club v. Chicago & North Western Ry. Co. et al., 19 I. C. C., 156.

See Commercial Club of Omaha v. C. & N. W. Ry. Co.

Omaha Commercial Club v. Chicago & North Western Ry. Co. et al., 19 I. C. C., 424.

See also Commercial Club of Omaha v. C. & N. W. Ry. Co.

Cited: Advance in Grain Rates, 21 I. C. C., 24.

The changes in rates made in this case which are complained of were made in compliance with suggestions in cited case, is contention of defendants.

Cited: Com. Club of Superior, Wis., v. G. N. Ry. Co., 24 I. C. C., 98, 110.

Cited: Omaha Grain Ex. v. C., M. & St. P. Ry. Co., 24 I. C. C., 124.

The Commission declined to establish rates from points in South Dakota, Minnesota, and Iowa to Omaha on the same basis for like distances as the rates to Minneapolis.

Omaha Commercial Club v. Southern Pacific Co. et al., 18 I. C. C., 53.

See *Commercial Club of Omaha v. S. P. Co.*

Omaha Commercial Club v. Southern Pacific Co. et al., 20 I. C. C., 631.

See *Commercial Club of Omaha v. S. P. Co.*

Omaha Cooperage Co. v. Chicago, Burlington & Quincy R. R. Co. et al.,
21 I. C. C., 668.

Omaha Cooperage Co. v. I. C. R. R. Co. (U. R. A-629), 30 I. C. C., 727.

Omaha Cooperage Co. v. Nashville, Chattanooga & St. Louis Ry. Co., 12 I.
C. C., 250.

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.

The division of a through rate is not ordinarily accepted as a test of
the reasonableness of a local rate.

Omaha Elevator Co. v. W. R. Co. (U. R. A-203), 27 I. C. C., 721.

Omaha Grain Exchange v. A., T. & S. F. Ry. Co., 28 I. C. C., 664.

Omaha Grain Exchange v. C., B. & Q. R. Co., 26 I. C. C., 553.

Cited: *Omaha Grain Ex. v. N. P. Ry. Co.*, 30 I. C. C., 573.

The two cases are similar in that both are based on alleged discrim-
ination in favor of Minneapolis and Duluth as against Omaha.

Omaha Grain Exchange v. C., B. & Q. R. R. Co. (6626), 30 I. C. C., 715.

Omaha Grain Exchange v. C., M. & St. P. R. Co., 24 I. C. C., 122.

Omaha Grain Exchange v. C., R. I. & P. Ry. Co., 28 I. C. C., 680.

Omaha Grain Exchange v G. N. Ry. Co. (5736), 28 I. C. C., 717.

Omaha Grain Exchange v. N. P. Ry. Co., 30 I. C. C., 572.

Omaha Grain Ex. v. Union Pacific R. R. Co., 12 I. C. C., 65.

Omaha, Kansas City & Eastern R. R. Co., Chicago Live Stock Ex. v., 10 I.
C. C., 428.

See *Chicago Live Stock Exchange v. Chicago Great Western
Ry. Co.*

Omaha-Oklahoma Fresh-Meat Rates, 28 I. C. C., 454.

Omaha-Wisconsin Grain Rates, 28 I. C. C., 602.

O'Neill-James Co. v. New York, New Haven & Hartford R. R. Co. et al.,
17 I. C. C., 614.

O'Neil-Kaufman-Petit Grain Co. v. A., T. & S. F. R. Co., 25 I. C. C., 180.

Onion Rates to New York, N. Y., 30 I. C. C., 528.

Ontario Iron Ore Co. v. New York Central & Hudson River R. R. Co. et al., 21 I. C. C., 204.

Followed: Ontario Iron Ore Co. v. N. Y. C. & H. R. R. R. Co., 30 I. C. C., 570.

Rate of \$1.60 fixed in cited case on iron ore from Fruitland (formerly Lakeside) and Ontario to Earlston, Saxton and Riddlesburg.

Ontario Iron Ore Co. v. N. Y. C. & H. R. R. R. Co., 30 I. C. C., 566.

Opelousas, Gulf & N. E. Ry. Co., Oliver v. (U. R. A-496), 29 I. C. C., 729.

Operating Expenses, Separation of, 30 I. C. C., 676.

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

Orange Grocery Exchange v. Morgan's Louisiana & Texas R. R. & Steamship Co. et al., 19 I. C. C., 502.

Orange Lumber Co. v. B. & G. N. R., 24 I. C. C., 712.

Orange Lumber Co. v. G. C. & S. F. R., 24 I. C. C., 725.

Order of Railway Conductors, In re Petition of, 1 I. C. C., 8.

Cited: The Penn. Co. v. Lou., New A. & Chi. Ry. Co., 3 I. C. C., 224.
The Commission does not give opinions on abstract questions.

Cited: In re Persons Free or at Reduced Rates by B. & M. R. Co., 5 I. C. C., 79.

Evils of free transportation discussed.

Oregon & California 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.

Oregon & California R. R. Co., Colorado Fuel & Iron Co. v., 6 I. C. C., 488.

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

Oregon & Washington Lumber Manufacturers Association v. Southern Pacific Co. et al., 21 I. C. C., 389.

Quoted: Farrar Lumber Co. v. N., C. & St. L. Ry., 25 I. C. C., 25.

Quoted: Green Bros. Box & Lumber Co. v. C. & N. W. Ry. Co., 29 I. C. C., 475.

"Ordinarily the same rate is applied to all lumber without reference to its value or condition, and this rate frequently includes not only manufactured lumber, but articles made from it, like doors, sash, blinds, etc. To this general rule exceptions are sometimes made by the carriers themselves whenever the exigencies of particular case require it; and without suggesting that any general departure from the general rule would be desirable or reasonable, we see no reason why, in particular cases, lumber may not be subject to further classifications."

Cited: Multnomah Lumber & Box Co. v. S. P. Co., 25 I. C. C., 124.

The record in cited case was by agreement stipulated into record in instant case.

Cited: California Pole & Piling Co. v. S. P. Co., 27 I. C. C., 672.

A rate of \$3.50 per ton on rough green fir lumber and lath to San Francisco from Willamette Valley points, for an average distance of 662 miles, established; but the existing rate of \$5.00 per ton between the same points as applied to the higher grades of lumber not disturbed.

Oregon & Washington Lumber Mfg. Asso. v. Union Pacific R. R. Co.,
14 I. C. C., 1.

Pending determination by the Commission of the reasonableness of advanced rates, effective November 1, 1907, on lumber and other forest products from Oregon to other States, an injunction was granted restraining the enforcement of the new rates, the bill therefor having been filed before the new rates went into effect.

Union Pacific R. R. Co. v. Oregon & Washington Lumber Mfrs. Asso.
165 Fed., 13. October 5, 1908.

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

Lower court affirmed on the ground that the court has authority to restrain the enforcement of the new rates before such rates had gone into effect.

Union Pacific R. R. Co. v. Interstate Commerce Commission.
Not reported. October 9, 1910.

C. C. D. Minn. Per curiam.

Orders of Commission held invalid on ground that the rates fixed by the Commission are unreasonably low.

Interstate Commerce Commission v. Union Pacific Ry. Co.
222 U. S., 541. January 9, 1912. Lamar, J.
Commission's order held to be valid.

Cited: Pacific Coast Lum. Mfrs.' Asso. v. N. P. Ry. Co., 14 I. C. C., 40.
Dissenting opinion.

- Oregon R. R. & Navigation Co. et al., R. R. Commission of Oregon v.,**
20 I. C. C., 653.
- Oregon R. R. & Nav. Co., R. R. Com. of Oregon v.,** 23 I. C. C., 151.
See *In re Transportation of Wool, Hides, Pelts, etc.*
- Oregon R. R. & Nav. Co., R. R. Com. of Oreg. v.,** 25 I. C. C., 185, 675.
- Oregon Ry. & Navigation Co., E. M. Raworth v.,** 5 I. C. C., 234.
See *Raworth v. Northern Pacific R. R. Co.*
- Oregon Railway & Navigation Co., Wm. H. Reed v.,** 1 I. C. C., 325.
See *Evans v. Oregon Ry. & Nav. Co.*
- Oregon R. R. & Navigation Co. et al., Rogers, J. G., v.,** 16 I. C. C., 424.
- Oregon R. R. & Navigation Co. et al., Rosenblatt, G., v.,** 20 I. C. C., 666.
- Oregon R. R. & Navigation Co. et al., Sigel-Campion Live Stock Commis-
sion Co. et al. v.,** 19 I. C. C., 608.
- Oregon R. R. & Navigation Co. et al., United States of America v.,** 19 I. C.
C., 605.
- Oregon R. R. & Navigation Co. et al., Wilson, A. F., v.,** 17 I. C. C., 630.
- Oregon R. R. Commission v. S. P. Co.,** 24 I. C. C., 273.
- Oregon R. R. Commission v. S. P. Co. (4973),** 29 I. C. C., 710.
- Oregon R. R. Commission v. Oregon R. R. & Navigation Co. et al.,** 20 I.
C. C., 653.
- Oregon R. R. Commission v. O. R. & N. Co.,** 23 I. C. C., 151.
See *In re Transportation of Wool, Hides, Pelts, etc.*
- Oregon R. R. Commission v. O. R. & N. Co.,** 25 I. C. C., 185, 675.
- Oregon Short Line R. R. Co. et al., American Smelting & Refining Co. v.,**
18 I. C. C., 623.
- Oregon Short Line R. R. Co., Board of R. R. Commissioners of Mont., in
behalf of Olmsted-Stevenson Co. v.,** 26 I. C. C., 714.
- Oregon Short Line R. R. Co., Boyle Commission Co. v. (U. R. A-327),** 28
I. C. C., 731.
- Oregon Short Line R. R. Co., Boyle Commission Co. v. (U. R. A-432),** 29 I.
C. C., 721.

Oregon Short Line 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.*

Oregon Short Line R. R. Co., Carstens Packing Co. v., 15 I. C. C., 429.

Oregon Short Line R. R. Co. et al., Carstens Packing Co. v., 17 I. C. C., 324.

See *Carstens Packing Co. v. O. S. L. R. R. Co.*

Oregon S. L. R. R. Co., Dillon Coal & Transfer Co. v. (U. R. A-246), 27 I.
C. C., 727.

Oregon Short Line R. R. Co., Dillon Coal & Transfer Co. v., 28 I. C. C., 91

Oregon Short Line R. R. Co., Gamble Robinson Commission Co. v., 24 I.
C. C., 721.

Oregon Short Line R. R. Co. et al., Holmes, W. H. & Co. v., 19 I. C. C., 609.

**Oregon Short Line R. R. Co. et al., League of Southern Idaho Commercial
Clubs v.,** 18 I. C. C., 562.

See *Idaho Commercial Clubs' Southern League v. O. S. L. R. R. Co.*

Oregon Short Line R. R. Co., Menasha Wooden Ware Co. v., 11 I. C.
C., 666.

Oregon Short Line R. R. Co., Miller Bros. v. (U. R. A-478), 29 I. C. C., 727.

Oregon S. L. R. R. Co., Morler v. (U. R. A-195), 27 I. C. C., 720.

Oregon Short Line R. R. Co., National Implement & Vehicle Asso. v.,
23 I. C. C., 432.

Oregon Short Line R. R. Co. et al., National Wool Growers Association v.,
20 I. C. C., 658.

Oregon Short Line R. R. Co., National Wool Growers' Asso. v., 23 I. C.
C., 151.

See *In re Transportation of Wool, etc.*

Oregon Short Line R. R. Co., National Wool Growers' Asso. v., 25 I. C.
C., 185, 675.

See *In re Wool, Hides & Pelts.*

Oregon Short Line Ry. Co., Northern Pacific R. R. Co. v., 3 I. C. C., 264.

Oregon Short Line R. R. Co., Northwest Coal Co. v. (U. R. A-665), 30 I.
C. C., 732.

Oregon Short Line R. R. Co. et al., Peters, Joseph, v., 20 I. C. C., 598.

See *Peters v. O. S. L. R. R. Co.*

Oregon Short Line R. R. Co., Portland Chamber of Commerce v., 23 I. C. C., 710.

Oregon Short Line R. R. Co. et al., Riter, George W., v., 19 I. C. C., 443.

Oregon Short Line R. R. Co. et al., Shenberg, C. Co. v., 19 I. C. C., 609.

Oregon S. L. R. R. Co., Sims v. (U. R. A-195), 27 I. C. C., 720.

Oregon Short Line R. R. Co., Smith & Co. v., 24 I. C. C., 719.

Oregon Short Line R. R. Co., Smurthwaite Grain & Milling Co. v. (U. R. A-295), 28 I. C. C., 727.

Oregon Short Line R. R. Co. et al., Stacy, E. P. & Sons v., 20 I. C. C., 136.

Oregon Short Line R. R. Co. et al., Utah-Idaho Sugar Co. v., 18 I. C. C., 622.

Oregon Short Line R. R. Co. et al., Weber Club & Intermountain Fair Association v., 17 I. C. C., 212.

Oregon Short Line R. R. Co., Williamson, Sam, v., 15 I. C. C., 228.

See *Williamson v. O. S. L. R. R. Co.*

Oregon Short Line & Utah Northern Ry. Co., Milton Evans v., 6 I. C. C., 520.

See *Evans v. Union Pacific Ry. Co.*

Oregon Short Line & Utah Northern Ry. Co., C. O. Morrell v., 6 I. C. C., 121.

Oregon Short Line & Utah Northern Ry. Co., A. S. Newland v., 6 I. C. C., 131.

See *Newland v. Northern Pacific R. R. Co.*

Oregon-Washington R. R. & Nav. Co., Baker Commercial Club v., 25 I. C. C., 281.

Oregon-Washington R. R. & Navigation Co., Balfour, Guthrie & Co. et al. v., 21 I. C. C., 539.

See *Balfour, Guthrie & Co. v. O.-W R. R. Co.*

Oregon & Washington R. R. & Nav. Co., Beebe Co. v., 26 I. C. C., 715, 720.

Oregon-Washington R. R. & Nav. Co., Boyd v., 22 I. C. C., 669.

- Oregon-Washington R. R. & Nav. Co., *City of Crawford v.*, 25 I. C. C., 259.
- Oregon-Washington R. R. & Nav. Co., *Frey v.*, 24 I. C. C., 721.
- Oregon-Washington R. R. & Nav. Co., *Gill Co. v.* (U. R. A-211), 27 I. C. C., 722.
- Oregon-Washington R. R. & Nav. Co., *Gill Co. v.* (U. R. A-444), 29 I. C. C., 723.
- Oregon-Washington R. R. & Nav. Co., *Holt Mfg. Co. v.* (U. R. A-487), 29 I. C. C., 728.
- Oregon-Washington R. R. Co. & Navigation Co., *Keats Auto Co. v.*, 28 I. C. C., 412.
- Oregon-Washington R. R. & Nav. Co., *Loewenberg & Going Co., Jubitz, Assignee, v.* (U. R. A-361), 28 I. C. C., 735.
- Oregon-Washington R. R. & Navigation Co., *Menzies-DuBois Auto Co. v.*, 28 I. C. C., 412.
- Oregon-Washington R. R. & Nav. Co., *Pacific Coast Gypsum Co. v.*, 30 I. C. C., 135.
- Oregon-Washington R. R. & Nav. Co., *Pacific Stationery & Printing Co. v.*, 24 I. C. C., 299.
- See *Pacific Stationery & Printing Co. v. O.-W. R. R. & Nav. Co.*
- Oregon-Washington R. R. & Nav. Co., *Pacific Stationery & Printing Co. v.*, 26 I. C. C., 370.
- Oregon-Washington R. R. & Navigation Co., *Portland Lumber Co. et al. v.*, 21 I. C. C., 292.
- Oregon-Washington R. R. & Nav. Co., *Security Vault & Metal Works v.*, 26 I. C. C., 717.
- Oregon-Washington R. R. & Nav. Co., *Washington Mill Co. v.*, 25 I. C. C., 712.
- Orford Copper Co. *v. Philadelphia & Reading Ry. Co. et al.*, 21 I. C. C., 684.
- Orgill Bros. & Co. *v. I. C. R. Co.* (U. R. A-209), 27 I. C. C., 722.
- Orgill Bros. & Co. *v. L. & N. R. R. Co.* (U. R. A-483), 29 I. C. C., 728.
- Orient Cotton Products Co. *v. Chicago, Rock Island & Pacific Ry. Co.* (1566), 13 I. C. C., 685.
- Orr, Hume & Co. *v. Louisville & Nashville R. R. Co.*, 8 I. C. C., 93.

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

Orr, Jackson & Co. v. Louisville & Nashville R. R. Co., 8 I. C. C., 93.

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

Oshkosh Excelsior Mfg. Co. v. C., M. & St. P. R. Co., 24 I. C. C., 712.

Oshkosh Excelsior Mfg. Co. v. P. M. R. Co., 24 I. C. C., 712.

Oshkosh Fuel Co v. Chicago, Milwaukee & St. Paul Ry. Co. et al., 21 I. C. C., 679.

Oshkosh Logging Tool Co. v. Chicago & Northwestern Ry. Co., 14 I. C. C., 109.

Adhered to: *Noble v. C., M. & St. P. Ry. Co.*, 16 I. C. C., 421.

The relation of through rates from Central Freight Association territory to Green Bay, Wis.

Oshkosh Logging Tool Co. v. Chicago & Northwestern Ry. Co., 14 I. C. C., 114.

Oshkosh Logging Tool Co. v. Chicago, Milwaukee & St. Paul Ry. Co., 14 I. C. C., 109.

Followed: *Oshkosh Logging Tool Co. v. C. & N. W. Ry. Co.*, 14 I. C. C., 114.

The relation of through rates from central freight association territory to Green Bay, Wis.

Oshkosh Traffic Association et al. v. Chicago & North Western Ry. Co. et al., 21 I. C. C., 385.

Oster Bros. v. Morgan's Louisiana & Texas R. R. & Steamship Co. et al., 21 I. C. C., 511.

Otis Elevator Co. v. Chicago Great Western Ry. Co. et al., 16 I. C. C., 502.

Otis Elevator Co. v. New York Central & Hudson River R. R. Co. et al., 17 I. C. C., 3.

Otis Mfg. Co. v. L. & N. R. R. Co. (6050), 29 I. C. C., 713.

Otoe Preserving Co. v. M. P. R. Co., 22 I. C. C., 657.

Ottinger, Adolph, v. Southern Pacific R. R. Co., 1 I. C. C., 144.

Ottumwa Box Car Loader Co. v. Wabash R. R. Co. et al., 21 I. C. C., 673.

Ottumwa Brick & Construction Co. v. Chicago, Milwaukee & St. Paul Ry. Co. (1845), 14 I. C. C., 637.

Ottumwa Bridge Co. v. Chicago, Milwaukee & St. Paul Ry. Co., 14 I. C. C., 121.

Cited and approved: Menefee Lumber Co. v. T. & P. Ry. Co., 15 I. C. C., 49, 51.

Cited: Penn. Tobacco Co. v. Old Dominion S. S. Co., 18 I. C. C., 198.

The voluntary reduction of a rate by a carrier does not conclusively show that the former rate was unjust or unreasonable and reparation will not necessarily be granted.

Cited: Fabrication-in-Transit Charges, 29 I. C. C., 75.

The cited case presents instance of equalizing interior fabricating plants with those at the source of the unfabricated product.

Ottumwa Bridge Co. v. Chicago, Rock Island & Pacific Ry. Co., 14 I. C. C., 121.

See *Ottumwa Bridge Co. v. C., M. & St. P. Ry. Co.*

Ottumwa Commercial Association v. Chicago, Burlington & Quincy R. R. Co. et al., 17 I. C. C., 413.

Cited: Interior Iowa Cities Case, 28 I. C. C., 67.

First and second class rates from eastern points to Ottumwa reduced substantially, but the case did not involve the rates to other Iowa points.

Cited: Cedar Rapids Com. Club v. C., R. I. & P. Ry. Co., 28 I. C. C., 79.

For haul of 280 miles from Chicago to Ottumwa first-class rate fixed at 56 cents in cited case.

Cited: Cedar Rapids Com. Club v. C., R. I. & P. Ry. Co., 29 I. C. C., 541.

The rate established in present case somewhat lower than that established in cited case via the line of the C., B. & Q. Ry. Co., but this is necessary because of different conditions which were produced when the decision in present case was put into effect.

Ottumwa Lime & Cement Co. v. Chicago, Rock Island & Pacific Ry. Co. et al., 20 I. C. C., 655.

Ottumwa Pickle Co. v. Chicago, Milwaukee & St. Paul Ry. Co., 16 I. C. C., 368.

Ouerbacker Coffee Co. v. Southern Ry. Co. et al., 18 I. C. C., 566.

Overell, J. M., v. San Pedro, Los Angeles & Salt Lake R. R. Co. et al., 17 I. C. C., 612.

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

Overocker, William J., v. Lake Shore & Michigan Southern Ry. Co. et al., 21 I. C. C., 667.

Owens Bottle Machine Co. v. B. & O. R. R. Co. (5765), 28 I. C. C., 718.

Ozark Cooperage & Lumber Co. v. St. L. & S. F. R. Co., 26 I. C. C., 132.

Ozark Fruit Growers' Association v. St. Louis & San Francisco R. R. Co. et al., 16 I. C. C., 106, 134, 153.

Followed: Ozark Fruit Growers' Asso. v. St. L. & San Fran. R. R. Co., 16 I. C. C., 153.

The transportation rates and car minima formerly fixed.

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

Tariff provisions providing for refrigeration of carload shipments only on a minimum of 15,000 pounds approved.

Cited: Asparagus Growers Asso. v. A. C. L. R. R. Co., 17 I. C. C., 427.
Certain refrigerator charges from Charleston to New York of \$48 per car of 21,125 pounds found reasonable.

Cited: Ponchatoula Farmers Asso. v. I. C. R. R. Co., 19 I. C. C., 517.
The shipper's best interests are conserved by fixing a minimum as high as the product can be carried under the most advantageous circumstances with a comparatively low rate.

Cited: Gamble-Robinson Commission Co. v. St. L. & S. F. R. R. Co., 19 I. C. C., 116.

Rates on apples from Ozark region to Oklahoma.

Cited: Arlington Heights Fruit Ex. v. S. P. Co., 22 I. C. C., 159.
Higher rates may be assessed on perishable commodities when shipped under refrigeration than when shipped under ventilation.

Qualified: Sunderland Bros. Co. v. St. L. & S. F. R. R. Co., 23 I. C. C., 262.

The minimum can not be fixed with regard to the needs and desires of the purchasers of the product, was held in cited case, but it is evident that all rules, regulations, and charges affecting the ultimate cost of transportation must be made with a reasonable regard for the nature of the commodity transported and without undue discrimination as between localities or shippers.

Cited: Investigation & Suspension Docket 67, 24 I. C. C., 41.

Average rate of 21½ cents from Missouri, Kansas and Arkansas points to St. Louis found reasonable in cited case, for an average distance of 282 miles, making an average per-ton-per-mile revenue of 15.2 mills.

Cited: Refrigeration Charges on K. C. So. Ry., 26 I. C. C., 620.
17,000-pound minimum on strawberries approved, also the refrigeration charges from the section were found reasonable in cited case.

P

Pabst Brewing Co. v. Atchison, Topeka & Santa Fe Ry. Co. et al., 19 I. C. C., 614.

Pabst Brewing Co. v. Chicago & Alton R. R. Co. et al., 17 I. C. C., 359.

See **Pabst Brewing Co. v. C., M. & St. P. Ry. Co.**

Pabst Brewing Co. v. Chicago & Alton R. R. Co. et al., 19 I. C. C., 615.

Pabst Brewing Co. v. Chicago, Burlington & Quincy R. R. Co. et al., 18 I. C. C., 627.

Pabst Brewing Co. v. Chicago, Milwaukee & St. Paul Ry. Co., 17 I. C. C., 359.

Cited and affirmed: In re Rates on Empty Beer Packages, Returned, 26 I. C. C., 5.

The present case instituted as a reconsideration of the entire question raised by the several cases.

Cited: **Esson Granite Co. v. So. Ry. Co.**, 26 I. C. C., 450.

Reparation will not be awarded simply because carrier is willing to allow claim, the Commission will inquire with particular care into merits of complaints presented by shippers and carriers jointly, lest unlawful preferences be unwittingly sanctioned.

Pabst Brewing Co. v. Chicago, Milwaukee & St. Paul Ry. Co., 17 I. C. C., 629.

Pabst Brewing Co. v. Chicago, Milwaukee & St. Paul Ry. Co. et al., 19 I. C. C., 584.

Pabst Brewing Co. v. Chicago, Milwaukee & St. Paul Ry. Co. et al., 19 I. C. C., 614.

Pabst Brewing Co. v. Chicago, Milwaukee & St. Paul Ry. Co., 19 I. C. C., 615.

Pabst Brewing Co. v. C., M. & St. P. R. Co., 26 I. C. C., 4.

Pabst Brewing Co. v. El Paso & Southwestern R. R. Co. et al., 17 I. C. C., 630.

Pabst Brewing Co. v. El Paso Southwestern R. R. Co. et al., 17 I. C. C., 631.

Pabst Brewing Co. v. Gila Valley, Globe & Northern Ry. Co. et al., 17 I. C. C., 373.

Pabst Brewing Co. v. Kansas City Southern Ry. Co. et al., 19 I. C. C., 615.

Pabst Brewing Co. v. Missouri Pacific Ry. Co. et al., 18 I. C. C., 618.

Pacific Coast Biscuit Co. v. Oregon R. R. & Navigation Co. et al., 20 I. C. C., 178.

Pacific Coast Biscuit Co. v. Spokane, Portland & Seattle Ry. Co. et al., 20 I. C. C., 546.

Quoted: **Sea Gull Specialty Co. v. B. S. P. Co.**, 27 I. C. C., 271.

"It is not just or fair to the shipping public to promulgate as a basis for determining rates a classification, the terms of which are indefinite or impracticable of application, either in whole or in part.

Pacific Coast Gypsum Co. v. O.-W. R. R. & Nav. Co., 30 I. C. C., 135.

Pacific Coast Jobbers' & Manufacturers' Assn., Intervener in Business Men's League of St. Louis, v. Atchison, Topeka & Santa Fe Railway Co., 9 I. C. C., 318.

See **Business Men's League of St. Louis v. A., T. & S. F. Ry. Co.**

Pacific Coast Jobbers' & Manufacturers' Association v. Southern Pacific Co., 12 I. C. C., 319.

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

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 San Francisco, Cal., when such carload freight is moving in interstate commerce incidentally to a system-line haul.

Southern Pacific Co. v. Interstate Commerce Commission.

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

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

Southern Pacific Co. v. Interstate Commerce Commission.

188 Fed., 241. July 20, 1911.

Commerce Court No. 1.* 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 switching service.

Interstate Commerce Commission v. Southern Pacific Co.

234 U. S., 315. June 8, 1914. Hughes, J.

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

Pacific Coast Lumber Manufacturers' Asso. v. Atchison, Topeka & Santa Fe Ry. Co., 14 I. C. C., 154.

See **National Wholesale Lumber Dealers' Asso. v. A., T. & S. F. Ry. Co.**

Pacific Coast Lumber Mnfrs.' Asso. v. Northern Pacific Ry. Co., 14 I. C. C., 23, 51.

See also **S.-W.- Washington Lumber Mnfrs.' Asso. v. N. P. Ry. Co.**

Pending determination by the Commission of the reasonableness of advanced rates, effective November 1, 1907, on lumber and other forest products from Washington to other States, an injunction was granted restraining the enforcement of the new rates, the bill therefor having been filed before the new rates went into effect.

Northern Pacific Ry. Co. v. Pacific Coast Lumber Mnfrs. Asso.

165 Fed., 1. October 5, 1908.

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

Lower court affirmed on the ground that the court has jurisdiction to restrain the enforcement of the new rates before such rates went into effect.

Northern Pacific Ry. Co. v. Interstate Commerce Commission.

Union Pacific R. R. Co. v. Same.

Great Northern Ry. Co. v. Same.

Not reported. October 9, 1910.

C. C. D. Minn. Per curiam.

Orders of Commission held invalid on the ground that the rates fixed by the Commission are unreasonably low.

Interstate Commerce Commission v. Union Pacific R. R. Co.

Same v. Northern Pacific Ry. Co.

Same v. Great Northern Ry. Co.

222 U. S., 541. January 9, 1912. Lamar, J.

Commission's order held to be valid.

Cited: Oregon & Wash. Lum. Mfrs.' Asso. v. U. P. R. R. Co., 14 I. C. C., 20.

Followed: Potlatch Lumber Co. v. N. P. Ry. Co., 14 I. C. C., 48, 50.

Cited: Banner Milling Co. v. N. Y. C. & H. R. R. R. Co., 14 I. C. C., 408.

There is no presumption regarding a rate arising from fact that it is an advance over former rates—but it is recognized that effect will be given to the previous maintenance of a lower rate.

Cited: Kansas City Trans. Bu. v. A., T. & S. F. Ry. Co., 15 I. C. C., 494.

The Commission has no power to order through routes where a reasonable and satisfactory route is in use.

Distinguished: Kalispell Lum. Co. v. Gt. N. Ry. Co., 16 I. C. C., 167.

The other case involved rates in the Coast group, this the increase in rates from the Kalispell district.

Cited: Pacific Coast Lumber Mfrs. Asso. v. N. Pac. Ry. Co., 16 I. C. C., 465.

Petition for rehearing denied.

Quoted: In re Through Passenger Rates via Portland, Ore., 16 I. C. C., 302.

Attention should be called to the fact that a wide difference exists between a reasonable through route for the movement of freight and one for passenger traffic. There enters into the passenger service a personal element which does not exist in the case of property. We might well say that a passenger should have the right to journey from Seattle to Omaha via Portland with the conveniences of a through service, although a carload of lumber was not entitled to that privilege.

Cited: Portland Lumber Co. v. O.-W. R. R. & N. Co., 21 I. C. C., 297.

Cited: McCloud River Lumber Co. v. S. P. Co., 24 I. C. C., 93.

Cited: Joint Rates with the Washington Western Ry., 27 I. C. C., 633.
Lumber rates from Portland to Utah common points.

Cited: Oregon & Wash. Lumber Mfrs.' Asso. v. S. P. Ry. Co., 21 I. C. C., 395.

A differential of 10 cents per 100 pound cedar, under fir and spruce from the Pacific coast to eastern destinations approved.

Cited: McCloud River Lumber Co. v. S. P. Co., 24 I. C. C., 93.

Cited: Betcher Lumber Co. v. C., M. & St. P. Ry. Co., 26 I. C. C., 336.

The lumber rates formerly established by the Commission from the northwest territory to eastern destinations.

Cited: Green Bros. Box & Lumber Co. v. C. & N. W. Ry. Co., 29 I. C. C., 475.

Ordinarily lumber takes the same rate regardless of value or condition. Not only manufactured lumber, but articles made from it, like doors, sash, blinds, etc., take the same rate. A further classification of lumber might not be improper.

Pacific Coast Lumber Manufacturers' Association et al. v. Northern Pacific Ry. Co. et al., 16 I. C. C., 465.

Quoted: Wheeler Lumber Bridge & Supply Co. v. A., T. & S. F. Ry. Co., 30 I. C. C., 344.

The order in cited case did not require the grading of the 5 cents-per-100-pounds increase authorized between the Missouri and the Mississippi Rivers. The suggestion to this effect in the report might reasonably have been given more effect but it could not have been literally complied with without serious interference with the long-established relationships in rates as between competing points of production, competing carriers, and competing markets.

Pacific Creamery Co. v. A., T. & S. F. Ry. Co. (U. R. A-291), 28 I. C. C., 726.

Pacific Creamery Co. v. S. P. Co., 26 I. C. C., 578.

Pacific Creamery Co. v. S. P. Co. (U. R. A-356), 28 I. C. C., 735.

Pacific Creamery Co. v. S. P. Co., 29 I. C. C., 405.

Pacific Elevator Co. v. Chicago, Milwaukee & St. Paul Ry. Co. et al., 17 I. C. C., 373.

Pacific Express Co., Elsinore Cattle Co. v., 22 I. C. C., 667.

Pacific Express Co., Fairmont Creamery Co. v., 15 I. C. C., 134.

Pacific Express Co., Hartville Celery Growers' Asso. v., 14 I. C. C., 590.

Pacific Express Co., Merchants' Traffic Asso. v., 13 I. C. C., 131.

Pacific Express Co., Rosenbrough, J. E., v., 21 I. C. C., 680.

Pacific Fire Extinguisher Co. v. N. Y., N. H. & H. R. Co. (U. R. A-231), 27 I. C. C., 725.

Pacific Lumber Co. v. Colorado & Southern Ry. Co. et al., 18 I. C. C., 610.

Pacific Lumber Co. v. Denver & Rio Grande R. R. Co. et al., 18 I. C. C., 610.

Pacific Lumber Co. v. Union Pacific R. R. Co. et al., 18 I. C. C., 610.

Pacific Lumber Co. v. West Jersey & Seashore R. R. Co. et al., 18 I. C. C., 611.

Pacific Mail Steamship Co. v. G. N. Ry. Co. (U. R. A-662), 30 I. C. C., 732.

Pacific National Lumber Co. et al. v. Northern Pacific Ry. Co. et al., 21 I. C. C., 455.

Pacific Purchasing Co. v. Atchison, Topeka & Santa Fe Ry. Co. et al., 17 I. C. C., 72.

See *Montague v. A., T. & S. F. Ry. Co.*

Pacific Purchasing Co. v. Atchison, Topeka & Santa Fe Ry. Co. et al., 17 I. C. C., 608.

Pacific Purchasing Co. v. Chicago & Northwestern Ry. Co., 12 I. C. C., 549.

Cited: *Falls & Co. v. C., R. I. & P. Ry. Co.*, 15 I. C. C., 272.

Followed: *General Chemical Co. v. N. & W. Ry. Co.*, 15 I. C. C., 349.

Obligations of connecting lines with respect to the use of equipment under a joint through rate.

Cited: *Kaye & Carter Lum. 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.

Cited: *Jobbins v. C. & N. W. Ry. Co.*, 17 I. C. C., 299.

Cited: *Springer v. S. P. & S. W. R. R. Co.*, 17 I. C. C., 323.

Cited: *Noble v. B. & O. R. R. Co.*, 22 I. C. C., 434.

A carload rate and a minimum weight for a car of definite dimensions when lawfully published in the tariffs of a carrier constitute an open offer to the shipping public to move their merchandise on those terms, and a carrier may not impose additional transportation charges on the shipper who orders a car of a capacity, length, or dimension specified in the tariffs, simply because it is not provided with cars of the dimensions ordered.

Distinguished: *Slimmer & Thomas v. Penn. Co.*, 16 I. C. C., 531.

The shipment here did not move on a through rate and the connecting carrier was not notified that 10 cars were ordered but 13 furnished.

Quoted: *Copper Queen Consolidated Mining Co. v. B. & O. R. R. Co.*, 18 I. C. C., 158.

There are joint responsibilities assumed by carriers when they publish a joint rate, and one of those obligations is to treat that rate as a unit and to treat the shipment thereunder as a unit.

Distinguished: *Consolidated Coal Co. v. B. & O. R. R. Co.*, 27 I. C. C., 107.

The transfer bill from the B. & O. to the connecting lines at Chicago did not show that cars of 40,000-pounds capacity had been ordered by the shipper. There were shipments of bulk freight, each for a different destination, and moving via diverse lines. Apparently complainant failed to ascertain, or disregarded, the minimum weight applicable west of Chicago. There is no allegation the minimum was unreasonable.

Pacific Purchasing Co. v. Galveston, Harrisburg & San Antonio Ry. Co. et al., 17 I. C. C., 72.

See *Montague v. A., T. & S. F. Ry. Co.*

Pacific Purchasing Co. v. San Pedro, Los Angeles & Salt Lake R. R. Co. et al., 17 I. C. C., 172.

See *Montague v. A., T. & S. F. Ry. Co.*

Pacific Purchasing Co. v. San Pedro, Los Angeles & Salt Lake R. R. Co. et al., 17 I. C. C., 609.

Pacific Purchasing Co. v. Southern Pacific Co. et al., 17 I. C. C., 72.

See *Montague v. A., T. & S. F. Ry. Co.*

Pacific Purchasing Co. v. Union Pacific R. R. Co. et al., 17 I. C. C., 72.

See *Montague v. A., T. & S. F. Ry. Co.*

Pacific Redwood Shingle Co. v. A., T. & S. F. R. Co., 23 I. C. C., 712.

Pacific Stationery & Printing Co. v. O.-W. R. R. & Nav. Co., 24 I. C. C., 299.

Cited: Investigation and Suspension Docket 76, 25 I. C. C., 531.
Classification of the multigraph.

Cited: Investigation and Suspension Docket 76, 26 I. C. C., 371.

Reparation awarded. Cited case prescribed a rate of one and one-half times first class on printographs, writer-presses and planotypes.

Pacific Stationery & Printing Co. v. O.-W. R. Co., 26 I. C. C., 370.

Packing House Products and Fresh Meats from Fort Worth, Texas, to Mississippi River Crossings and Points East Thereof, In re Request for Suspension of Reduced Rates on, 21 I. C. C., 68.

See *In re Request for Suspension of Reduced Rates, etc.*

Packing-House Products, Fresh Meats and Other Commodities, 30 I. C. C., 341.

Packing-House Products to and from Arkansas, Louisiana and Oklahoma, 28 I. C. C., 509.

Paducah Board of Trade v. I. C. R. R. Co., 29 I. C. C., 583, 593.

Cited: Paducah Bd. of Trade v. I. C. R. R. Co., 29 I. C. C., 593.

Carriers should either charge a bridge toll on traffic in both directions at every competitive crossing or not charge it at any crossing.

Cited and quoted: Metropolis Com. Club v. I. C. R. R. Co., 30 I. C. C., 41, 42.

"Defendants objected to the introduction of testimony bearing upon the rate adjustment outbound from Paducah and Cairo to central freight association and trunk line territories. Inbound lumber rates to the Ohio River crossings, however, can not be considered alone and without the outbound rates."

"When, however, we consider that the great volume of lumber which moves into Cairo and Paducah, and the other Ohio River crossings, is not locally consumed but is sent out again to points north of the river, after having been sorted, graded, or manufactured, it becomes evident that from the hardwood territory, as well as from the pine territory, the rates to Paducah should be 1 cent less from equidistant points than those contemporaneously maintained to Cairo."

Paducah Box & Basket Co. v. I. C. R. Co., 26 I. C. C., 721.

Paducah Box & Basket Co. (Inc.) v. I. C. R. R. Co. (U. R. A-582), 30 I. C. C., 721.

Paducah Cooperage Co. v. I. C. R. Co., 25 I. C. C., 372.

Paducah Cooperage Co. v. N., C. & St. L. R., 22 I. C. C., 226.

Page, Alanson, v. Dela., Lackawanna & Western R. R. Co., 6 I. C. C., 148, 548.

Carriers ordered to cease charging a higher rate on window shades than on window hollands and shade cloth, on the ground that the existing classification is unreasonable.

Interstate Commerce Commission v. Delaware, Lackawanna & Western R. R. Co.

64 Fed., 723. December 3, 1894.

C. C., N. D. N. Y. Wallace, J.

Commission's order held to be invalid on the ground that the Commission erred in ignoring the element of value in fixing the same rate on all articles of a certain kind, some of which are worth \$3 and others \$10, thus denying to the carrier remuneration for the additional risk in the case of articles of the greater value.

Interstate Commerce Commission v. Delaware, Lackawanna & Western R. R. Co.

64 Fed., 723. December 3, 1894.

C. C., N. D. N. Y. Wallace, J.

Upon a certificate from the Commission stating, in substance, that the Commission did not intend to make its order as broad as its terms import, a rehearing was denied on the ground that the court can not substitute for an order actually made such an order as the Commission might or should make or such an order as the Commission intended to make. No appeal.

Page v. Delaware, Lackawanna & Western R. R. Co.

Page v. Delaware, Lackawanna & Western R. R. Co., 6 I. C. C., 548.

Upon rehearing, the Commission entered a new order containing the same general requirements, but with a proviso permitting the carriers to restrict the application of the reduced rate to window shades of a certain value. Subsequently the original order was substantially complied with by the lines directly interested. (Senate Hearings, Committee on Interstate Commerce, 1904-5, vol. 5, p. 315.)

Cited: Nathan Myer v. C., C., C. & St. L. Ry. Co., 9 I. C. C., 85.

The Commission has repeatedly exercised the power to order a change in classification.

Cited: The Nat. Hay Asso. v. L. S. & M. S. R. Co., 9 I. C. C., 304.

The legal duty of the carriers is to so classify traffic and fix charges thereon that the burden of transportation shall be reasonably and justly distributed among the articles they carry.

Cited: Nathan Myer v. C., C., C. & St. L. Ry. Co., 9 I. C. C., 83.

Cited: I. & S. Docket 76, 25 I. C. C., 473.

In forming 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.

Page & Son, Inc., v. S. P. Co., 23 I. C. C., 710.

Page Milling Co. v. N. & W. Ry. Co., 30 I. C. C., 605.

Paine Bros. & Co. v. Lehigh Valley R. R. Co., 7 I. C. C., 218.

Cited: Export and Domestic Rates, 8 I. C. C., 259.

Cited and quoted: Glade Coal Co. v. B. & O. R. Co., 10 I. C. C., 251.

Cited: Planters' Compress Co. v. C., C., C. & St. L. R. Co., 11 I. C. C., 410.

It is doubtful whether under one statute a lower rate upon the same kind of traffic can be justified by the fact that the volume of movement is larger and therefore the cost of service less.

Paine Lumber Co. v. C. & N. W. R. Co., 24 I. C. C., 712.

Paine Lumber Co. v. C., C., C. & St. L. R. Co., 24 I. C. C., 626.

Palen & Burns v. L. V. R. R. Co. (U. R. A-479), 29 I. C. C., 727.

Palmer & Donley v. A. & W. R. Co., 24 I. C. C., 704.

Palmer & Miller v. Lake Erie & Western R. R. Co., 15 I. C. C., 107.

Palmer's Dock Hay & Produce Board of Trade v. Pennsylvania R. R. Co.,
9 I. C. C., 61.

Pankey, J. B., v. Richmond & Danville R. R. Co., 3 I. C. C., 658.

Cited: Rea v. M. & O. R. Co., 7 I. C. C., 53.

Where there were no shipping directions in the way bill and a shipment was forwarded over the longer of two routes with a larger freight bill, the carrier at destination was entitled to hold goods till freight claimed was paid, but damages were assessed against initial carrier for excess freight paid, it appearing that its agent was instructed to route shipment over less expensive route.

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.

Cited: A. J. Poor Grain Co. v. C., B. & Q. Ry. Co., 12 I. C. C., 418, 424.

Where shipper gives routing the carrier is relieved of any duty to forward the shipment through junction points taking a less rate than via routing directions of shipper.

Pankey & Holmes v. Central New England Ry. Co. et al., 18 I. C. C., 578.

Paola Refining Co. v. Missouri, Kans. & Tex. Ry. Co., 15 I. C. C., 29.

Cited: Trier v. C., St. P., M. & O. Ry. Co., 30 I. C. C., 708.

While a rate fixed by State statute or a State commission is naturally and properly entitled to respectful consideration, it has no greater sanctity, as applied to interstate traffic, than a rate established by a railroad company and upon proper evidence that such a rate would be unjust either to a carrier or shipper, it will not be used as a basis for fixing an interstate rate.

Paola Refining Co. v. St. Louis & San Francisco R. R. Co., 16 I. C. C., 605.

Paola Refining Co. v. St. Louis & San Francisco R. R. Co. et al., 16 I. C. C., 606.

Paonia Packing Co. v. A., T. & S. F. R. Co., 22 I. C. C., 665.

Paper, 28 I. C. C., 305.

Paper Mills Co. v. Pa. R. R. Co., 12 I. C. C., 438.

Followed: Mil.-Wau. Brew. Co. v. C., M. & St. P. Ry. Co., 13 I. C. C., 28, 30.

It is not unlawful for carrier to refuse to apply carload rates on beer to mixed carloads of beer shipped with mineral water.

Cited: McClung & Co. v. S. Ry. Co., 22 I. C. C., 584.

Carriers may not impose conditions which would benefit one or a few shippers, and which might, and perhaps would, correspondingly injure many others.

Paraffine Paint Co. v. Southern Pacific Co. et al., 21 I. C. C., 671.

Paragon Plaster Co. v. New York Central & Hudson River R. R. Co. et al., 19 I. C. C., 480.

Paragould & Memphis R. R. Co., Vail Cooperage Co. v., 20 I. C. C., 658.

Paragould Lumber Co. v. M. P. R. Co., 22 I. C. C., 665.

Paragould South Eastern Ry. Co. et al., Indiana Stave Co. v., 21 I. C. C., 668.

Pardee Works v. C. R. R. Co. of N. J., 29 I. C. C., 500.

Parfrey, A. C., v. Chicago, Milwaukee & St. Paul Ry. Co. et al., 20 I. C. C., 104.

Paris & Great Northern R. R. Co., Cattle Raisers' Asso. v., 11 I. C. C., 296.

Parry & Co. v. P. R. R. Co., 29 I. C. C., 559.

Parker, E. W., v. S. P. Co., 24 I. C. C., 681.

Parkhurst v. Pennsylvania R. Co., 2 I. C. C., 131.

See *Brady v. Penn. R. R. Co.*, also, *Nicolai v. Penn. R. R. Co.*

Cited: *Warren-Ehret Co. v. Cen. R. of N. J.*, 8 I. C. C., 604.

The shipper or consignee has no direct interest in the way a joint rate is divided, nor in the amount of the division received by each carrier, but he is entitled to inquire into this when he raises question of unlawfulness of joint rate, for the amount so received by the different carriers may be significant upon the reasonableness or justice of aggregate charge.

Parkhurst, George, v. Pa. R. R. Co., 5 I. C. C., 635.

Parkinson v. S. & E. Ry. Co. (U. R. A-385), 28 I. C. C., 739.

Parks, John H., v. Cinn. & Muskingum Valley R. R. Co., 10 I. C. C., 47.

Parlin & Orendorff Co. v. W. R. R. Co., 22 I. C. C., 661.

Parlin & Orendorff Plow Co. of St. Louis v. U. S. Express Co., 26 I. C. C., 561.

Cited: Brackett, C. S. Co. v. Great Northern Express Co., 29 I. C. C., 668.

Where carrier follows the instructions marked on a package, it cannot be held guilty of misrouting.

Parlin & Orendorff Machinery Co. v. Cleve., Cinn., Chicago & St. Louis Ry. Co. (1358), 13 I. C. C., 683.

Parlin & Orendorff Co. v. St. Louis, Iron Mountain & Southern Ry. Co., 15 I. C. C., 145.

Parrot, S. F., v. H. H. Tift, 10 I. C. C., 548.

See Tift v. Southern Ry. Co.

Partridge, Josiah & Sons v. P. R. Co., 26 I. C. C., 484.

Partridge & Wilcox v. N. E. Co., 25 I. C. C., 710.

Partridge, T. M. Lumber Co. v. Great Northern Ry. Co. et al., 17 I. C. C., 276.

Cited: California Pole & Piling Co. v. S. P. Co., 22 I. C. C., 509.
Poles and posts should take same rate as lumber.

Partridge Lumber Co. v. L. V. R. R. Co. (4519), 30 I. C. C., 711.

Partridge, T. M. Lumber Co. v. Minneapolis, St. Paul & Sault Ste. Marie Ry. Co. et al., 18 I. C. C., 620.

Party Rate Tickets, Re, 12 I. C. C., 95.

Cited: Field v. So. Ry. Co., 13 I. C. C., 299.

Cited: Koch Secret Service v. L. & N. R. R. Co., 13 I. C. C., 524.

Followed: Commutation Tickets to School Children, 17 I. C. C., 144.

Party rates cannot lawfully be limited to particular classes of persons, but must be open to the general public.

Cited: Export Shipping Co. v. Wabash R. R. Co, 14 I. C. C., 454, 455, 456.

Party rate tickets sanctioned under Section 2 not by reason of physical differences in the transportation, but by reason of increased traffic and revenue secured to the carrier.

Cited and differentiated: Commutation Rate Case, 21 I. C. C., 435.

Nothing in cited case is authority on question of power of Commission to declare a carrier's commutation fares unreasonable when they are less than its normal fares between the same points.

Passenger Tariffs and Rate Wars, In re, 2 I. C. C., 513.

Cited: Thos. V. Cator v. S. P. Co. et al., 6 I. C. C., 117.

Passenger tickets of any kind must be offered impartially to all who accept the condition on which they are issued, and the rates at which they are sold must be published.

Passes to Clergymen and Persons Engaged in Charitable Work, In re, 15 I. C. C., 45.

Passes, Franks, & Free Passenger Service Issuance & Use of, 29 I. C. C., 411.

Pate, R. E., v. Chicago & North Western Ry. Co. et al., 21 I. C. C., 677.

Pate, D. S. Lumber Co. v. S. R. Co., 24 I. C. C., 726.

Pate, D. S. Lumber Co. v. S. R. Co., 26 I. C. C., 714.

Patent Vulcanite Roofing Co. v. A. & W. Ry. Co., 28 I. C. C., 610.

Patent Vulcanite Roofing Co. v. C., C., & St. L. Ry. Co. (U. R. A-306), 28 I. C. C., 728.

Patent Vulcanite Roofing Co. of Ala. v. P., C., C. & St. L. R. Co., 25 I. C. C., 713.

Patillo, C. M., v. A. W. P. R. Co., 26 I. C. C., 65.

Patson Smith Lumber Co. v. S. W. & W. R. Co., 24 I. C. C., 715.

Patten v. Wisconsin Central Ry. Co., 14 I. C. C., 189.

Patterson v. C. & S. Ry. Co. (U. R. A-385), 28 I. C. C., 738.

Patterson & Co. v. Atlantic City R. R. Co. (5645), 28 I. C. C., 716.

Patterson, Trading as the Jobbers Brokerage Co., v. C. & P. T. Co. (6424), 29 I. C. C., 715.

Pauls Valley Compress & Storage Co. v. Gulf, Colorado & Santa Fe Ry. Co., 13 I. C. C., 187.

See Chickasaw Compress Co. v. G. C. & S. F. Ry. Co.

Paxton & Vierling Iron Works v. Chicago, Burlington & Quincy R. R. Co. et al., 16 I. C. C., 604.

Paxton Tie Co. v. Detroit Southern R. R. Co., 10 I. C. C., 422.

Cited: Rogers & Co. v. Phila. & Reading Ry. Co., 12 I. C. C., 311.

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

Reparation has repeatedly been awarded for damages resulting from discrimination in the furnishing of cars to shippers.

Payne v. Atchison, Topeka & Santa Fe Ry. Co., 12 I. C. C., 190.

Payne v. G. N. Ry. Co. (U. R. A-544), 29 I. C. C., 736.

Payne, E. D., v. Chicago, Milwaukee & St. Paul Ry. Co. et al., 18 I. C. C., 625.

Payne, E. D., v. Chicago, Milwaukee & St. Paul Ry. Co. et al., 18 I. C. C., 627.

Payne, D. M., v. Morgan's La. & Tex. R. R. & Steamship Co., 15 I. C. C., 185.

Followed: Waco Frt. Bu. v. H. & T. C. R. R. Co., 19 I. C. C., 22.

Bananas are not moved "from shipside" by rail carriers at New Orleans.

Quoted: Sea Gull Specialty Co. v. B. S. P. Co., 27 I. C. C., 271.

"The application of a tariff should be stated so clearly as to prevent misinterpretation, misunderstanding, or misconstruction."

Payne-Gardner Co. v. Louisville & Nashville R. R. Co., 13 I. C. C., 638.

Cited: Randolph Lumber Co. v. Seaboard Air Line Ry., 14 I. C. C., 339.

It has several times been held that the through rate should be less than the sum of the locals.

Cited: Columbia Gro. Co. v. L. & N. R. R. Co., 18 I. C. C., 503.

Rate on sugar New Orleans-Gallatin not exceed 25 cents.

Cited: Bowling Green Business Men v. L. & N. R. R. Co., 24 I. C. C., 240.

The sugar rate New Orleans-Louisville is affected by the potential competition of steamboats plying the Mississippi & Ohio Rivers.

Peabody Coal Co. v. B. & O. R. Co., 24 I. C. C., 703.

Peale, Peacock & Kerr et al. v. Central R. R. Co. of New Jersey, 18 I. C. C., 25.

Cited: Lynah & Read v. B. & O. R. R. Co., 18 I. C. C., 44.

Demurrage charges and practices.

Cited: Galveston Com. Asso. v. A., T. & S. F. Ry. Co., 25 I. C. C., 231.

Coal intended for coastwise movement by water is usually dumped into the vessel by the railway. The Commission has held that when the vessel is at the dock the car will be treated as unloaded as of the day ordered to be dumped.

Peanut Rates to Oklahoma City, Okla., 30 I. C. C., 346.

Pease Bros. Furniture Co. v. San Pedro, Los Angeles & Salt Lake R. R. Co. et al., 17 I. C. C., 223.

Pease Bros. Furniture Co. v. San Pedro, Los Angeles & Salt Lake R. R. Co. et al., 17 I. C. C., 610.

Pease Bros. Furniture Co. v. San Pedro, Los Angeles & Salt Lake R. R. Co. et al., 17 I. C. C., 611.

Pease Bros. Furniture Co. v. San Pedro, Los Angeles & Salt Lake R. R. Co. et al., 17 I. C. C., 612.

Pease Bros. Furniture Co. v. San Pedro, Los Angeles & Salt Lake R. R. Co. et al., 17 I. C. C., 613.

Pease Grain & Seed Co. v. C., B. & Q. R. Co., 26 I. C. C., 715.

Peck v. Missouri, Kansas & Texas Ry. Co. (882), 12 I. C. C., 584.

Pecos Mercantile Co. v. Atchison, Topeka & Santa Fe Ry. Co., 13 I. C. C., 173.

Cited: Pilant v. A., T. & S. F. Ry. Co., 15 I. C. C., 179.

Cited: Moise Bros. Co. v. C., R. I. & P. Ry. Co., 16 I. C. C., 553.

Competition with other carriers at a longer distance point may justify lower freight rates to that point than to neighboring shorter distance points not having the same competition.

Pecos River R. R. Co., Cattle Raisers' Asso. v., 11 I. C. C., 296.

Pecos Valley & Northeastern Ry. Co., Cattle Raisers' Asso. v., 11 I. C. C., 296.

Peerless Agencies Co. v. Atchison, Topeka & Santa Fe Ry. Co. et al., 17 I. C. C., 218.

Peerless Agencies Co. v. Atchison, Topeka & Santa Fe Ry. Co. et al., 17 I. C. C., 621.

Peerless Woolen Mills v. C., N. O. & T. P. R. Co., 23 I. C. C., 713.

Pelham Ga. Town v. A. C. L. R. R. Co., 28 I. C. C., 433.

Pence & Bros. v. C. & O. Ry. Co. (U. R. A-476), 29 I. C. C., 727.

- Pelton Water Wheel Co. v. P. Co.** (U. R. A-208), 27 I. C. C., 722.
- Pendleton Grain Co. v. T. R. R. Asso. of St. L.** (5460), 28 I. C. C., 715.
- Penn, F. R. Tobacco Co. v. Old Dominion Steamship Co. et al.**, 18 I. C. C., 197.
- Pennsylvania & Indiana Coal Co. v. Southern Indiana Ry. Co.** (1342), 15 I. C. C., 637.
- Pennsylvania Bituminous Coal Operators Asso. v. P. R. Co.**, 23 I. C. C., 385.
- Pennsylvania Co. et al., American Hide & Leather Co. v.**, 17 I. C. C., 619.
- Pennsylvania Co., Atlas Brewing Co. v.** (U. R. A-289), 28 I. C. C., 726.
- Pennsylvania Co., Auto Vehicle Co. v.** (U. R. A-152), 27 I. C. C., 714.
- Pennsylvania Co., Auto Vehicle Co. v.** (U. R. A-592), 30 I. C. C., 722.
- Pennsylvania Co., Hervey Bates v.**, 4 I. C. C., 281.
- See *Bates v. Penn. R. R. Co.*
- Pennsylvania Co., Bessemer Refining Co. v.** (U. R. A-457), 29 I. C. C., 724.
- Pennsylvania Co., Board of Trade of Chattanooga, Tenn., v.**, 5 I. C. C., 546.
- See *B'd of Tr'd of Chattanooga v. E. Tenn., Va. & Ga. Ry. Co.*
- Pennsylvania Co. et al., Bowser, S. F. & Co. v.**, 19 I. C. C., 608.
- Pennsylvania Co., Bregman & Co. v.**, 15 I. C. C., 478.
- Pennsylvania Co., Buckeye Buggy Co. v.**, 9 I. C. C., 620.
- See *Buckeye Buggy Co. v. Cleveland, Cincinnati, Chicago & St. Louis Ry. Co.*
- Pennsylvania Co., Buffalo, Rochester & Pittsburg Ry. Co. v.**, 29 I. C. C., 114.
- See *Buffalo, Rochester & Pittsburg Ry. Co.*
- Pennsylvania Co., Canton Bridge Co. v.** (U. R. A-612), 30 I. C. C., 725.
- Pennsylvania Co. et al., Canton Fertilizer & Chemical Co. v.**, 17 I. C. C., 627.
- Pennsylvania Co., Carnegie Board of Trade v.**, 28 I. C. C., 122.
- Pennsylvania Co., Chattanooga Plow Co. v.**, 24 I. C. C., 726.
- Pennsylvania Co., Chicago & Alton R. R. Co. v.**, 1 I. C. C., 86.
- Pennsylvania Co. et al., Chicago Association of Commerce v.**, 18 I. C. C., 440.

- Pennsylvania Co., Chicago Fire Proof Covering Co. v.**, 8 I. C. C., 316.
- Pennsylvania Co. et al. Clow, J. B. & Sons v.**, 17 I. C. C., 617.
- Pennsylvania Co. et al., Cook, Simon, Co. v.**, 21 I. C. C., 678.
- Pennsylvania Co., Delphos Mfg. Co. v. (5753)**, 28 I. C. C., 718.
- Pennsylvania Co., Dover Mfg. Co. v. (U. R. A-384)**, 28 I. C. C., 738.
- Pennsylvania Co., Duhlmeier Bros. v.**, 27 I. C. C., 4.
- Pennsylvania Co., Elgin Commercial Club v.**, 28 I. C. C., 380.
- Pennsylvania Co., General Chemical Co. v. (1904)**, 15 I. C. C., 639.
- Pennsylvania Co., Globe-Wernicke Co. v.**, 11 I. C. C., 156.
- Pennsylvania Co., Goldfield Cons. Mines Co. v. (U. R. A-386)**, 28 I. C. C., 739.
- Pennsylvania Co. et al., Hanley Milling Co. v.**, 19 I. C. C., 475.
- Pennsylvania Co., Harvard Co. v.**, 4 I. C. C., 212.

See Harvard Co. v. Penn. Co.

- Pennsylvania Co., Hollingshead & Blei Co. v.**, 25 I. C. C., 38.
- Pennsylvania Co., Iglehart v. (U. R. A-228)**, 27 I. C. C., 725.
- Pennsylvania Co., Kamm & Co. v.**, 25 I. C. C., 198.
- Pennsylvania Co., George J. Kindel v.**, 11 I. C. C., 495.

See Kindel v. B. & A. R. R. Co.

- Pennsylvania Co. et al., Kurtz, Edward L., v.**, 16 I. C. C., 410.

See Kurtz v. P. Co.

- Pennsylvania Co., Louisville, New Albany & Chicago Ry. Co. v.**, 3 I. C. C., 223.

Cited: N. Y. Bd. of Trade & Tr'n. v. Penn. R. Co., 4 I. C. C., 520.

Commission will not make an order where unlawful practice complained of has been abandoned by carrier.

- Pennsylvania Co., Ludowici-Celadon Co. v.**, 26 I. C. C., 82.
- Pennsylvania Co., Massillon Bridge & Structural Co. v. (U. R. A-612)**, 30 I. C. C., 725.
- Pennsylvania Co., Bennet D. Mattingly v.**, 3 I. C. C., 592.

See Mattingly v. Penn. Co.

Pennsylvania Co., Mattison v., 23 I. C. C., 233.

Pennsylvania Co., Milton L. Myers, Survivor, v., 2 I. C. C., 573.

See *Myers v. Penn. Co.*

Pennsylvania Co., Milton L. Myers, Survivor, etc., v., 3 I. C. C., 130.

Pennsylvania Co., National Hay Asso. v., 9 I. C. C., 264.

Pennsylvania Co., National Machinery & Wrecking Co. v., 11 I. C. C., 581.

See *National Machinery & Wrecking Co. v. P., C., C. & St. L. Ry. Co.*

Pennsylvania Co., N. Y. Produce Ex. v., 7 I. C. C., 612.

See *N. Y. Produce Exchange v. B. & O. R. R. Co.*

Pennsylvania Co., M. Newman v., 11 I. C. C., 517.

Pennsylvania Co. et al., Old Dominion Copper Mining & Smelting Co. v.,
16 I. C. C., 531.

Pennsylvania Co., J. Parkhurst & Co. v., 5 I. C. C., 635.

Pennsylvania Co., Pelton Water Wheel Co. v. (U. R. A-208), 27 I. C. C., 722.

Pennsylvania Co., Pittsburg Vein Operators Asso. of Ohio v., 24 I. C. C.,
280.

See *Pittsburg Vein Operators Asso. of Ohio v. Penn. Co.*

Pennsylvania Co., Robinson Clay Product Co. v., 23 I. C. C., 709.

Pennsylvania Co., Rulofson & Co. v. (U. R. A-153), 27 I. C. C., 714.

Pennsylvania Co., Standard Oil Co. v. (4518), 28 I. C. C., 711.

Pennsylvania Co., Standard Oil Co. v., 29 I. C. C., 524.

Pennsylvania Co., Standard Oil Co. v. (U. R. A-485), 29 I. C. C., 728.

Pennsylvania Co. et al., Stowe-Fuller Co. v., 17 I. C. C., 197.

Pennsylvania Co. et al., Slimmer & Thomas v., 16 I. C. C., 531.

Pennsylvania Co., Wadsworth Salt Co. v. (5482), 28 I. C. C., 715.

Pennsylvania Co., Isaac Weil v., 11 I. C. C., 627.

See *Weil v. Pa. R. R. Co.*

Pennsylvania Co., Wm. Wrigley, Jr., v., 10 I. C. C., 412.

Pa. Lines West of Pittsburg, Globe-Wernicke Co. v., 11 I. C. C., 156.

Pa. Millers' State Association v. Philadelphia & Reading Ry. Co., 8 I. C. C., 531.

Cited: T. M. Kehoe & Co. v. Chas. & W. C. R. Co., 11 I. C. C., 170.

Held that 48 hours was a reasonable time for unloading hay after car has been placed and notice given to the consignee.

Cited: Wilson Produce Co. v. Penn. R. R. Co., 14 I. C. C., 176.

The fact that discrimination between localities, commodities, and cities exists in some measure will not necessarily lead to the conclusion that it is 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.

Pennsylvania, Poughkeepsie & Boston R. R. Co., Milk Producers' Pro. Asso. v., 7 I. C. C., 92.

See Milk Producers' Protective Asso. v. D., L. & W. R. R. Co.

Pennsylvania R. R. Co., Alan Wood, Iron & Steel Co. v., 22 I. C. C., 540.

See Alan Wood, Iron & Steel Co. v. P. R. R. Co.

Pennsylvania R. R. Co., Allan Wood, Iron & Steel Co. v., 24 I. C. C., 27.

Pennsylvania R. R. Co., Alleged Unlawful Charges for Transportation of Vegetables, 8 I. C. C., 585.

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

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

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

Pennsylvania R. R. Co. et al., American Smelting & Refining Co. v., 21 I. C. C., 659-660.

Pennsylvania R. R. Co., American Tobacco Co. v. (U. R. A-160), 27 I. C. C., 715.

Pennsylvania R. R. Co., Asso. of Bituminous Coal Operators of Central Pennsylvania v., 23 I. C. C., 385.

See Asso. of Bituminous Coal Operators of Central Pa. v. P. R. R. Co.

Pennsylvania R. R. Co., Atlantic Refining Co. v., 22 I. C. C., 660.

Pennsylvania R. R. Co. et al., Bader Coal Co. v., 20 I. C. C., 656.

Pennsylvania R. R. Co., Baltimore Chamber of Commerce v., 15 I. C. C., 341.

Pennsylvania R. R. Co., Hervey Bates & H. Bates, Jr., v., 3 I. C. C., 435.

See Bates, Hervey, & H., Jr., v. Penn. R. R. Co.

Pennsylvania R. R. Co., Hervey Bates v., 4 I. C. C., 281.

See Bates v. Penn. R. R. Co.

Pennsylvania R. R. Co. et al., Binders' Brewery v., 18 I. C. C., 609.

Pennsylvania R. R. Co. et al., Black Rock Manufacturers' Asso. v., 17 I. C. C., 607.

Pennsylvania R. R. Co., Blakeslee Mfg. Co. v. (5863), 29 I. C. C., 712.

Pennsylvania R. R. Co., Board of Trade of Chattanooga, Tenn., v., 5 I. C. C., 546.

See B'd of Trd. of Chattanooga v. E. Tenn., Va. & Ga. Ry. Co.

Pennsylvania 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.

Pennsylvania R. R. Co. et al., Booth Fisheries Co. v., 21 I. C. C., 667.

Pennsylvania R. R. Co., Boston Fruit & Produce Exchange v., 4 I. C. C., 664.

See Boston F. & P. Ex. v. N. Y. & N. E. R. R. Co.

Pennsylvania R. R. Co., Boston Fruit & Produce Exchange v., 5 I. C. C., 1.

Pennsylvania R. R. Co., Botsford & Barret v., 29 I. C. C., 469.

Pennsylvania R. R. Co., Brady, John W., v., 2 I. C. C., 131.

See Brady v. Penn. R. R. Co., also, Nicolai v. Penn. R. R. Co.

Pennsylvania R. R. Co. et al., Brey, William F., as Chairman of a Committee of the Commercial Exchange of Philadelphia, v., 16 I. C. C., 497.

Pennsylvania R. R. Co., Bulah Coal Co. v., 20 I. C. C., 52.

See Bulah Coal Co. v. P. R. R. Co.

Pennsylvania R. R. Co., Bulah Coal Co. v., 23 I. C. C., 186.

See Hillsdale Coal & Coke Co. v. P. R. R. Co.

Pennsylvania R. R. Co. et al., Cananea Consolidated Copper Co. v., 16 I. C. C., 611.

- Pennsylvania R. R. Co. et al., Cananea Consolidated Copper Co. v.**, 16 I. C. C., 612.
- Pennsylvania R. R. Co. et al., Cananea Consolidated Copper Co. v.**, 21 I. C. C., 663.
- Pennsylvania R. R. Co., Cartensen & Anson v.**, 23 I. C. C., 709.
- Pennsylvania R. R. Co., Casassa v.**, 24 I. C. C., 629.
See Casassa, Caesar E., v. Penn. R. R. Co.
- Pennsylvania R. R. Co., Chamber of Commerce of Chattanooga v.**, 10 I. C. C., 111.
See Chamber of Commerce of Chattanooga v. Southern Ry. Co.
- Pennsylvania R. R. Co., Chanslor & Lyon Motor Supply Co. v.** (U. R. A-472), 29 I. C. C., 726.
- Pennsylvania R. R. Co., Charlotte Shippers' Asso. v.**, 11 I. C. C., 108.
See Charlotte Shippers' Asso. v. S. Ry. Co.
- Pennsylvania R. R. Co., Chattanooga Medicine Co. v.**, 22 I. C. C., 673.
- Pennsylvania R. R. Co., Chattanooga Plow Co. v.**, 23 I. C. C., 718.
- Pennsylvania R. R. Co., Chicago & Alton R. R. Co. v.**, 1 I. C. C., 86.
See Chicago & Alton R. R. Co. v. Pennsylvania R. R. Co.
- Pennsylvania R. R. Co., Clark Bros. Coal Mining Co. v.**, 19 I. C. C., 392.
See Jacoby v. P. R. R. Co.
- Pennsylvania R. R. Co., Clarke & Son v.**, 22 I. C. C., 657.
- Pennsylvania R. R. Co., Clyde Coal Co. v.**, 23 I. C. C., 135.
- Pennsylvania R. R. Co. et al., Commercial Exchange of Philadelphia v.**, 21 I. C. C., 1.
- Pennsylvania R. R. Co. et al., Connolly-Fanning Co. et al. v.**, 17 I. C. C., 283.
- Pennsylvania R. R. Co. et al., Copper Queen Consolidated Mining Co. v.**, 18 I. C. C., 625.
- Pennsylvania R. R. Co., Crystal Oil Works v.** (U. R. A-178), 27 I. C. C., 718.
- Pennsylvania R. R. Co., Dairymen's Supply Co. v.**, 28 I. C. C., 406.
- Pennsylvania R. R. Co., De Cou v.**, 12 I. C. C., 160.

Pennsylvania 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.

Pennsylvania R. R. Co. et al., Delray Salt Co. v., 18 I. C. C., 259.

See Delray Salt Co. v. P. R. R. Co.

Pennsylvania R. R. Co., Derr Mfg. Co. v., 9 I. C. C., 646.

See Derr Mfg. Co. v. Penn. R. R. Co.

Pennsylvania R. R. Co., Dewey Bros. Co. v. (U. R. A-130), 27 I. C. C., 711.

Pennsylvania R. R. Co., Dumee, Son & Co. v., 26 I. C. C., 33.

Pennsylvania R. R. Co., DuPont, E. I. de Nemours Powder Co. v. (1410), 15 I. C. C., 637.

Pennsylvania R. R. Co. et al., Du Pont de Nemours, E. I. Powder Co. v., 17 I. C. C., 544.

Pennsylvania R. R. Co., Du Pont de Nemours Powder Co. v., 27 I. C. C., 59.

Pennsylvania R. R. Co., Edelsten v., 26 I. C. C., 359.

See Edelsten v. P. R. R. Co.

Pennsylvania R. R. Co. et al., Enterprise Fuel Co. v., 16 I. C. C., 219.

Pennsylvania R. R. Co., Enterprise Transportation Co. v., 12 I. C. C., 326.

See Enterprise Transportation Co. v. Pa. R. R. Co.

Pennsylvania R. R. Co. et al., Eschner, Bernard, v., 18 I. C. C., 60.

See Eschner v. P. R. R. Co.

Pennsylvania R. R. Co., Fels & Co. v., 23 I. C. C., 483.

See Fels & Co. v. P. R. R. Co.

Pennsylvania R. R. Co., Fels & Co. v., 23 I. C. C., 483.

See Fels & Co. v. P. R. R. Co.

Pennsylvania R. R. Co., Fels & Co. v., 25 I. C. C., 154.

Pennsylvania R. R. Co., Fish & Solomon v., 16 I. C. C., 724.

Pennsylvania R. R. Co., Fish & Solomon v. (U. R. A-473), 29 I. C. C., 727.

Pennsylvania R. R. Co. et al., Florida Mercantile Agency v., 21 I. C. C., 85.

Pennsylvania R. R. Co., Globe-Wernicke Co. v., 11 I. C. C., 156.

Pennsylvania R. R. Co., Goodman Mfg. Co. v., 23 I. C. C., 715.

Pennsylvania R. R. Co., Goodman Mfg. Co. v., 26 I. C. C., 423.

Pennsylvania R. R. Co., Haas & Sons v., 23 I. C. C., 716.

Pennsylvania R. R. Co., Haas & Sons v., 24 I. C. C., 705.

Pennsylvania R. R. Co. et al., Hagar, W. G. Iron Co. v., 18 I. C. C., 529.

Pennsylvania R. R. Co. et al., Hamilton Grange No. 57 v., 17 I. C. C., 621.

Pennsylvania R. R. Co., Harvard Co. v., 4 I. C. C., 212.

See *Harvard Co. v. Penn. Co.*

Pennsylvania R. R. Co., Heath Hardware Co. v., 22 I. C. C., 223.

Pennsylvania R. R. Co., Hill v., 25 I. C. C., 650.

See *Hill v. P. R. R. Co.*

Pennsylvania R. R. Co., Hillsdale Coal & Coke Co. v., 19 I. C. C., 356.

See *Hillsdale Coal & Coke Co. v. P. R. R. Co.*

Pennsylvania R. R. Co., Hillsdale Coal & Coke Co. v., 23 I. C. C., 186.

See *Hillsdale Coal & Coke Co. v. P. R. R. Co.*

Pennsylvania R. R. Co., Holmes & Co. v., 8 I. C. C., 570.

Pennsylvania R. R. Co., Hurlburt, Frank L., v., 2 I. C. C., 130.

Pennsylvania R. R. Co., Independent Refiners' Asso. of Titusville, Pa., v.,
5 I. C. C., 415.

See *Independent Refiners' Asso., etc., v. W. N. Y. & Pa. R. R. Co.*

Pennsylvania R. R. Co., Independent Refiners' Asso. of Titusville, Pa., v.,
6 I. C. C., 52, 449.

Pennsylvania R. R. Co., Indianapolis Freight Bureau v., 15 I. C. C., 567.

See *Indianapolis Freight Bureau v. P. R. R. Co.*

Pennsylvania R. R. Co. et al., International Salt Co. of Illinois, Complainant, and Morton Salt Co., Intervener, v., 20 I. C. C., 539.

See *International Salt Co. of Ill. v. P. R. R. Co.*

Pennsylvania R. R. Co., Jacoby, W. F., and Isaac C. Weber, Trading as W. F. Jacoby & Co., v., 19 I. C. C., 392.

See *Jacoby & Co. v. P. R. R. Co.*

Pennsylvania R. R. Co., Jacoby & Co. v., 23 I. C. C., 186.

See *Hillsdale Coal & Coke Co. v. P. R. R. Co.*

Pennsylvania R. R. Co. et al., Jarecki Chemical Co. v., 17 I. C. C., 614.

Pennsylvania R. R. Co., Joynes, H. W., v., 16 I. C. C., 116.

Pennsylvania R. R. Co., Joynes, H. W., v., 17 I. C. C., 361.

See *Joynes v. P. R. R. Co.*

Pennsylvania R. R. Co., Joynes, H. W. et al. v., 21 I. C. C., 458.

See *Joynes v. P. R. R. Co.*

Pennsylvania R. R. Co., Justice Co. v., 26 I. C. C., 478.

Pennsylvania R. R. Co., George J. Kindel v., 11 I. C. C., 495.

See *Kindel v. B. & O. R. R. Co.*

Pennsylvania R. R. Co., W. J. Koch v., 10 I. C. C., 675.

Pennsylvania R. R. Co., Koehler Produce Co. v., 27 I. C. C., 635.

Pennsylvania R. R. Co. et al., Kollyrite Trucking Co. v., 21 I. C. C., 176.

See *Murphy Bros. v. N. Y. C. & H. R. R. R. Co.*

Pennsylvania R. R. Co., Kollyrite Trucking Co. v. (U. R. A-146), 27 I. C. C., 713.

Pennsylvania R. R. Co., Logan Coal Co. v., 20 I. C. C., 653.

Pennsylvania R. R. Co. et al., Logan Coal Co. v., 20 I. C. C., 655.

Pennsylvania R. R. Co., Lorillard Co. v. (U. R. A-556), 30 I. C. C., 718.

Pennsylvania R. R. Co., P. H. Loud, Jr., v., 5 I. C. C., 529.

See *Loud v. So. Car. Ry. Co.*

Pennsylvania R. R. Co., E. D. McClelen v., 6 I. C. C., 588.

Pennsylvania R. R. Co., Maritime Exchange et al. v., 21 I. C. C., 81.

See *Maritime Exchange v. P. R. R. Co.*

Pennsylvania R. R. Co., Merchants & Mfrs. Asso. of Baltimore v., 23 I. C. C., 474.

See *Merchants & Mfrs. Asso. of Baltimore v. P. R. R. Co.*

Pennsylvania R. R. Co., Mershon, Schuette, Parker & Co. v., 10 I. C. C., 456.

Pennsylvania R. R. Co., Minds v., 23 I. C. C., 186.

See *Hillsdale Coal & Coke Co. v. P. R. R. Co.*

Pennsylvania R. R. Co., Monack v. (U. R. A-667), 30 I. C. C., 732.

Pennsylvania R. R. Co., Mosson, M. Co. v., 19 I. C. C., 30.

Pennsylvania R. R. Co., Namm v. (U. R. A-394), 28 I. C. C., 740.

Pennsylvania R. R. Co., National Hay Asso. v., 9 I. C. C., 264.

Pennsylvania R. R. Co., National League of Com. Merch. of U. S. v. (U. R. A-313), 28 I. C. C., 729.

Pennsylvania 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.*

Pennsylvania R. R. Co., National Petroleum Asso. v., 12 I. C. C., 151, 153.

Pennsylvania R. R. Co., National Wholesale Lumber Dealers' Asso. v., 9 I. C. C., 87.

Pennsylvania 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.*

Pennsylvania R. R. Co., M. Newman v., 11 I. C. C., 517.

Pennsylvania R. R. Co., N. Y. Board of Trade & Transportation v., 4 I. C. C., 447.

See *N. Y. B'd of Trade, etc., v. Penn. R. R. Co.*

Pennsylvania R. R. Co., N. Y. Hay Exchange Asso. v., 14 I. C. C., 178.

See *N. Y. Hay Exchange v. Pa. R. R. Co.*

Pennsylvania R. R. Co., N. Y., N. H. & H. R. R. Co. v. (1394), 29 I. C. C., 708.

Pennsylvania R. R. Co., N. Y. Produce Ex. v., 7 I. C. C., 612.

See *N. Y. Produce Exchange v. B. & O. R. R. Co.*

Pennsylvania R. R. Co., Nicolai, John Henry, v., 2 I. C. C., 131.

See Nicolai v. Penn. R. R. Co., also Brady v. Penn. R. R. Co.

Pennsylvania R. R. Co., John Henry Nicolai v., 5 I. C. C., 635.

Pennsylvania R. R. Co. et al., Okerson, John A., v., 18 I. C. C., 127.

Pennsylvania R. R. Co. et al., Old Dominion Copper Mining & Smelting Co. v., 17 I. C. C., 309.

Pennsylvania R. R. Co., Palmer's Dock Hay & Produce Board of Trade v., 9 I. C. C., 61.

Pennsylvania R. R. Co., Paper Mills Co. v., 12 I. C. C., 438.

See Paper Mills Co. v. P. R. R. Co.

Pennsylvania R. R. Co., J. Parkhurst & Co. v., 5 I. C. C., 635.

Pennsylvania R. R. Co., Parry & Co. v., 29 I. C. C., 559.

Pennsylvania R. R. Co., Partridge & Sons Co. v., 26 I. C. C., 484.

Pennsylvania R. R. Co., Charles P. Perry v., 5 I. C. C., 97.

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

Pennsylvania R. R. Co., Planters' Compress Co. v., 11 I. C. C., 382.

See Planters' Compress Co. v. C., C. & St. L. Ry. Co.

Pennsylvania R. R. Co., Prentiss, J. I. & Co. v., 19 I. C. C., 68.

Pennsylvania R. R. Co., Proctor & Gamble v., 4 I. C. C., 87, 443.

See Proctor & Gamble v. C., H. & D. R. R. Co.

Pennsylvania R. R. Co., Proctor & Gamble v., 9 I. C. C., 440.

See Proctor & Gamble Co. v. C., H. & D. Ry. Co.

Pennsylvania R. R. Co., R. R. Comm. of Fla. v., 5 I. C. C., 13.

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

Pennsylvania R. R. Co., Rau v., 12 I. C. C., 109.

Pennsylvania R. R. Co., Red Bank Mills v. (5861), 28 I. C. C., 719.

Pennsylvania R. R. Co., J. M. Rising v., 5 I. C. C., 120.

Pennsylvania R. R. Co. et al., Rosedale Foundry & Machine Co. v., 21 I. C. C., 671.

- Pennsylvania R. R. Co., Schmittle & Co. v.** (781), 12 I. C. C., 582.
Pennsylvania R. R. Co., Scott Paper Co. v., 26 I. C. C., 601.
Pennsylvania R. R. Co., Scully Syrup Co. v. (U. R. A-360), 28 I. C. C., 735.
Pennsylvania R. R. Co., Sligo Store Co. v. (1018), 12 I. C. C., 587.
Pennsylvania R. R. Co., Snow Lumber Co. v., 27 I. C. C., 200.
Pennsylvania R. R. Co. et al., Spartanburg Ry. Gas & Electric Co. v., 19 I. C. C., 609.
Pennsylvania R. R. Co., George M. Spiegle & Co. v., 11 I. C. C., 367.
Pennsylvania R. R. Co., Springfield Commercial Asso. v., 28 I. C. C., 511.

See **Springfield Com. Asso. v. Penn. R. R. Co.**

- Pennsylvania R. R. Co., Standard Mirror Co. v.**, 27 I. C. C., 200.
Pennsylvania R. R. Co., State of Maryland v., 30 I. C. C., 22.
Pennsylvania R. R. Co., Sterling Salt Co. v., 25 I. C. C., 716.
Pennsylvania R. R. Co., Sterling Salt Co. v., 28 I. C. C., 38.
Pennsylvania R. R. Co., Stowe-Fuller Co. v., 12 I. C. C., 215.

See **Stowe-Fuller Co. v. Pa. R. R. Co.**

- Pennsylvania R. R. Co., Struthers-Wells Co. v.**, 14 I. C. C., 291.
Pennsylvania R. R. Co., Swift & Co. v., 29 I. C. C., 464.
Pennsylvania R. R. Co., Sylvester v., 14 I. C. C., 573.

See **Sylvester v. P. R. R. Co.**

- Pennsylvania R. R. Co., Thomas Iron Co. v.**, 28 I. C. C., 608.
Pennsylvania R. R. Co., Charles A. Thompson v., 10 I. C. C., 640.
Pennsylvania R. R. Co., Thropp v., 23 I. C. C., 497.

See **Thropp v. P. R. R. Co.**

- Pennsylvania R. R. Co., Truck Farmers' Asso. of Charleston & Vicinity v.**, 6 I. C. C., 295.

See **Truck Farmers' Asso. of Charleston v. Northeastern R. R. Co. of S. C.**

- Pennsylvania R. R. Co., Union Pacific Tea Co. v.**, 14 I. C. C., 545.

Pennsylvania R. R. Co. et al., United States of America v., 17 I. C. C., 607.

Pennsylvania R. R. Co., United States v. (U. R. A-641), 30 I. C. C., 729.

Pennsylvania R. R. Co., Wagner Brewing Co. v., 26 I. C. C., 718.

Pennsylvania R. R. Co., Hulbert H. Warner v., 4 I. C. C., 32.

See Warner v. N. Y. C. & H. R. R. R. Co.

Pennsylvania R. R. Co., Washburn-Crosby Co. v., 13 I. C. C., 40.

Pennsylvania R. R. Co., Wasserman-Gattman Co. v., 24 I. C. C., 707.

Pennsylvania R. R. Co., Waverly Oil Works v., 11 I. C. C., 558.

See Clark Co. v. L. S. & M. S. Ry. Co.

Pennsylvania R. R. Co., Waverly Oil Co. Works v., 28 I. C. C., 621.

See Waverly Oil Works v. Penn. R. R. Co.

Pennsylvania R. R. Co., Isaac Weil v., 11 I. C. C., 627.

See Weil v. Pa. R. R. Co.

Pennsylvania R. R. Co., Wetherill Co. v. (948), 12 I. C. C., 586.

Pennsylvania R. R. Co., Wilbert, F. Bros. et al. v., 16 I. C. C., 116.

Pennsylvania R. R. Co. et al., Wilburine Oil Works, Ltd., v., 18 I. C. C., 548.

See Wilburine Oil Works, Ltd., v. P. R. R. Co.

Pennsylvania R. R. Co., Wilson Produce Co. v., 14 I. C. C., 170.

See Wilson Produce Co. v. P. R. R. Co.

Pennsylvania R. R. Co., Wilson Produce Co. et al. v., 16 I. C. C., 116.

See Wilson Produce Co. v. P. R. R. Co.

Pennsylvania R. R. Co., Wilson Produce Co. v., 19 I. C. C., 1.

Pennsylvania R. R. Co., Wisconsin Steel Co. v., 27 I. C. C., 152.

See Wisconsin Steel Co. v. P. & L. E. R. R. Co.

Pennsylvania R. R. Co. et al., Winona Carriage Co. v., 18 I. C. C., 334.

Pennsylvania R. R. Co., Worcester Excursion Car Co. v., 3 I. C. C., 577.

See Worcester Excursion Car Co. v. Penn. R. R. Co.

Pennsylvania Smelting Co. v. Northern Pacific Ry. Co. et al., 19 I. C. C., 60.

Penrod Walnut & Veneer Co. v. Chicago, Burlington & Quincy R. R. Co.,
15 I. C. C., 326.

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.

Penrod Walnut & Veneer Co. v. Chicago, Burlington & Quincy R. R. Co.
(1746), 15 I. C. C., 638.

Penrod Walnut & Veneer Co. v. St. Louis & San Francisco R. R. Co. (1697),
14 I. C. C., 641.

Peoples Fuel & Supply Co. v. G. T. W. Ry. Co., 27 I. C. C., 24.

Cited: Board of Trade of Chicago v. A., T. & S. F. Ry. Co., 29 I. C. C., 439.

General arrangement regarding switching charges in the Chicago switching district.

Cited: People's Fuel & Supply Co. v. G. T. W. Ry. Co., 30 I. C. C., 657.
Rehearing to fix divisions.

Peoples Fuel & Supply Co. v. G. T. W. Ry. Co., 30 I. C. C., 657.

People's Line Steamers, Board of Trade of Troy, Ala., v., 6 I. C. C., 1.

See Board of Trade of Troy, Ala., v. Ala. Midland Ry. Co.

Peoria & Pekin Union Ry. Co., St. Louis, Springfield & Peoria R. R. v., 26 I. C. C., 226.

See St. Louis, Springfield & Peoria R. R. v. P. & P. U. Ry. Co.

Peoria, Decatur & Evansville Ry. Co., Chicago Freight Bureau v., 6 I. C. C., 195.

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

Pepperell Manufacturing Co. v. Texas Southern Ry. Co. et al., 16 I. C. C., 353.

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

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

- Pere Marquette R. R. Co. et al., American Plow Co. v.**, 18 I. C. C., 621.
- Pere Marquette R. R. Co. et al., American Plow Co. v.**, 19 I. C. C., 610.
- Pere Marquette R. R. Co., Bagley & Co. v.**, 25 I. C. C., 698.
- Pere Marquette R. R. Co., Benjamin Coal Co. v.**, 28 I. C. C., 645.
- Pere Marquette R. R. Co., Buick Motor Co. v. (5535)**, 30 I. C. C., 712.
- Pere Marquette R. R. Co., Calaway Fuel Co. v.**, 28 I. C. C., 645.
- Pere Marquette R. R. Co., Collingwood Brick Co. v.**, 24 I. C. C., 572.
- Pere Marquette R. R. Co., Connelly Iron Sponge & Governor Co. v.**, 24 I. C. C., 725.
- Pere Marquette R. R. Co., Edward G. Davies v.**, 10 I. C. C., 405.
- Pere Marquette R. R. Co. et al., Detroit Chemical Co. v.**, 17 I. C. C., 621.
- Pere Marquette R. R. Co. et al., Farmers Handy Wagon Co. v.**, 18 I. C. C., 621.
- Pere Marquette R. R. Co., Grand Rapids Plaster Co. v.**, 14 I. C. C., 571.
- Pere Marquette R. R. Co., Grand Rapids Plaster Co. v.**, 15 I. C. C., 68.
- Pere Marquette R. R. Co. et al., Heinz, H. J. Co. v.**, 19 I. C. C., 612.
- Pere Marquette R. R. Co., Huron Milling Co. v. (U. R. A-396)**, 28 I. C. C., 740.
- Pere Marquette R. R. Co., Isbell-Broan Co. v.**, 24 I. C. C., 722.
- Pere Marquette R. R. Co., Lindsay Bros. v.**, 25 I. C. C., 368.
- Pere Marquette R. R. Co., Michigan Cereal Co. v.**, 26 I. C. C., 572.
- Pere Marquette R. R. Co., Miller, Albert & Co. v.**, 21 I. C. C., 672.
- Pere Marquette R. R. Co., Miller & Co. v.**, 25 I. C. C., 715.
- Pere Marquette R. R. Co., Miller & Co. v. (U. R. A-309)**, 28 I. C. C., 729.
- Pere Marquette R. R. Co., National Hay Asso. v.**, 9 I. C. C., 264.
- Pere Marquette R. R. Co., Oshkosh Excelsior Mfg. Co. v.**, 24 I. C. C., 712.
- Pere Marquette R. R. Co., Portland Gold Mining Co. v. (U. R. A-188)**, 27 I. C. C., 719.
- Pere Marquette R. R. Co., Richmond Elevator Co. v.**, 10 I. C. C., 629.
- See **Richmond Elevator Co. v. Pere Marquette R. R. Co.**
- Pere Marquette R. R. Co., Richmond Elevator Co. v. (684)**, 29 I. C. C., 707.

Pere Marquette R. R. Co., Ruttle v., 13 I. C. C., 179.

Pere Marquette R. R. Co., Scattergood & Co. v. (U. R. A-511), 29 I. C. C., 731.

Pere Marquette R. R. Co. et al., Sunderland Bros. Co. v., 16 I. C. C., 450.

Pere Marquette R. R. Co. et al., Superior Charcoal Iron Co. v., 17 I. C. C., 627.

Pere Marquette R. R. Co., Western Grain Products Co. v., 26 I. C. C., 713.

Pere Marquette R. R. Co., Wisconsin Carriage Co. v., 25 I. C. C., 713.

Pere Marquette R. R. Co., Wisconsin Coal Co. v., 28 I. C. C., 645.

Pere Marquette R. R. Co. et al., Wisconsin Pulp and Paper Manufacturers v., 19 I. C. C., 602.

Perry, Charles P., v. Fla. Central & Peninsular R. R. Co., 5 I. C. C., 97.

Followed: J. M. Rising v. Savannah, Fl. & W. Ry. Co., 5 I. C. C., 121.

Cited: Truck Farmers' Asso. v. Northeastern R. Co., 6 I. C. C., 317.

Price of strawberries from Callahan, Fla., to New York City.

Cited: Murphy, Wasey & Co. v. The Wabash R. Co., 5 I. C. C., 126.

Right of Commission to prescribe reasonable rate where rate in effect declared excessive.

Cited: Page v. Delaware, L. & W. R. Co., 6 I. C. C., 554.

The Commission not only will require the carrier by suitable order to cease and desist, from charging or doing what is ascertained to be unlawful, but from omitting to do what is found to be lawful.

Cited: Cattle Raisers' Asso. v. Ft. Worth & D. C. R. Co., 7 I. C. C., 554.

A shipper paying an unreasonable rate may by showing that the rate was unreasonable, and the extent of its unreasonableness obtain an order for the payment of damages in the amount that the sum paid exceeded a reasonable rate.

Cited: Gustin v. A., T. & S. F. Ry. Co., 8 I. C. C., 287.

Carriers having agreed under their tariffs and engaged in the course of business in the through transportation of traffic from Chicago to Kearney, Neb., over continuous lines formed by their connected roads, are required by the act to make their rates on such transportation reasonable.

Perry, Charles R. & Co. v. N. P. R. Co., 23 I. C. C., 247.

Peters, Joseph, v. Oregon Short Line R. R. Co. et al., 20 I. C. C., 598.

Followed: Schenck v. N. & W. Ry. Co., 29 I. C. C., 127.

The actual weight of shipments constitutes the true basis upon which to assess transportation charges, and the question is one of fact to be determined in a manner just to both parties as to which the ex parte action of either party cannot conclude the other.

Peters Mill Co. v. C., B. & Q. R. R. Co. (U. R. A-332), 28 I. C. C., 732.

Petersburg R. R. Co., Alleged Unlawful Charges for Transportation of Vegetables, 8 I. C. C., 585.

Petersburg R. R. Co., Charles P. Perry v., 5 I. C. C., 97.

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

Petersburg R. R. Co., R. R. Comm. of Fla. v., 5 I. C. C., 13.

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

Petersburg R. R. Co., J. M. Rising v., 5 I. C. C., 120.

Petersburg R. R. Co., Truck Farmers' Asso. of Charleston & Vicinity v., 6 I. C. C., 295.

See Truck Farmers' Asso. of Charleston, etc., v. Northeastern R. R. Co. of S. C.

Petersburg 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.

Petitions of Carriers for Extension of Time as to "Hours of Service Law,"
In re, 13 I. C. C., 140.

Petition of the Order of Ry. Conductors, In re, 1 I. C. C., 8.

Petition of the Traders' & Travelers' Union, In re, 1 I. C. C., 8.

Petmecky Co. v. M., K. & T. Co. of Texas, 25 I. C. C., 134.

Petroleum Rates to Emlenton, Pa., 29 I. C. C., 519.

Peycke Bros. Commission Co. v. I. C. R. R. Co. (6002), 28 I. C. C., 720.

Pfister & Vogel Leather Co. v. D. & N. R. R. Co. (U. R. A-636), 30 I. C. C., 728.

Pfister & Vogel Leather Co. v. B. & M. R. Co. (U. R. A-238), 27 I. C. C., 726.

Phelps & Co. v. Texas & Pacific Ry. Co., 6 I. C. C., 36.

Quoted: Jerome Hill Cotton Co. v. M., K. & T. Ry. Co., 6 I. C. C., 616.
On subject of estimated weights and resulting overcharges.

Cited: Joynes v. Pa. R. R. Co., 17 I. C. C., 372.
Reparation in discrimination cases.

Philadelphia & Reading Ry. Co., Allentown Portland Cement Co. v., 27 I. C. C., 448.

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

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

Philadelphia & Reading Ry. Co. et al., Barr Chemical Works v., 20 I. C. C., 77.

Philadelphia & Reading Ry. Co. et al., Barr M Chemical Works v., 21 I. C. C., 684.

Philadelphia & Reading Ry. Co., Belknap Glass Co. v., 24 I. C. C., 713.

Philadelphia & Reading Ry. Co. et al., Blumenstein, William H., v., 21 I. C. C., 90.

Philadelphia & Reading 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.

Philadelphia & Reading Ry. Co., Crane R. R. Co. v., 15 I. C. C., 248.

See Crane R. R. Co. v. P. & R. Ry. Co.

Philadelphia & Reading R. R. Co., DuMee, Son & Co. v., 26 I. C. C., 33.

Philadelphia & Reading Ry. Co. et al., Geis & Bichler Boiler & Sheet Iron Works v., 21 I. C. C., 683.

Philadelphia & Reading Ry. Co., Globe-Wernicke Co. v., 11 I. C. C., 156.

Philadelphia & Reading Ry. Co., Golding Sons Co. v., 20 I. C. C., 657.

Philadelphia & Reading Ry. Co. et al., Golding Sons Co. v., 21 I. C. C., 680.

Philadelphia & Reading Ry. Co., Hearst v. (644), 29 I. C. C., 707.

Philadelphia & Reading Ry. Co., T. M. Kehoe & Co. v., 11 I. C. C., 166.

See Kehoe & Co. v. C. & W. C. Ry. Co.

Philadelphia & Reading Ry. Co., National Hay Asso. v., 9 I. C. C., 264.

Philadelphia & Reading 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.*

Philadelphia & Reading R. R. Co., N. Y. Produce Ex. v., 7 I. C. C., 612.

See *N. Y. Produce Exchange v. B. & O. R. R. Co.*

Philadelphia & Reading Ry. Co. et al., Oxford Copper Co. v., 21 I. C. C., 684.

Philadelphia & Reading R. R. Co., Paine Bros. & Co. v., 7 I. C. C., 218.

See *Paine Bros. & Co. v. Lehigh Valley R. R. Co.*

Philadelphia & Reading Ry. Co., Pa. Millers State Association v., 8 I. C.
C., 531.

See *Pa. Millers State Asso. v. P. & R. Ry. Co.*

Philadelphia & Reading Ry. Co., Rogers & Co. v., 12 I. C. C., 308.

See *Rogers & Co. v. P. & R. Ry. Co.*

Philadelphia & Reading Ry. Co. et al., Rosenblatt, H. Sons v., 21 I. C. C., 665.

Philadelphia & Reading Ry. Co., Snow Lumber Co. v., 25 I. C. C., 708.

Philadelphia & Reading R. R. Co., Traders' & Travelers' Union v., 1 I. C.
C., 122.

Philadelphia & Reading Ry. Co. et al., United States of America v., 18 I. C.
C., 613.

Philadelphia & Reading Ry. Co., Walsh & Weidner Boiler Co. v., 23 I. C.
C., 714.

Philadelphia & Reading R. R. Co., Hulbert H. Warner v., 4 I. C. C., 32.

See *Warner v. N. Y. C. & H. R. R. R. Co.*

**Philadelphia, Baltimore & Washington R. R. Co. et al., Alabama Lumber &
Export Co. v.,** 19 I. C. C., 295.

**Philadelphia, Baltimore & Washington R. R. Co. et al., Baltimore Butchers
Abattoir & Live Stock Co. v.,** 20 I. C. C., 124.

Philadelphia, Baltimore & Washington R. R. Co. et al., Germain Co. v., 18 I.
C. C., 96.

Philadelphia, Baltimore & Washington R. R. Co., Gillis & Sons v., 26 I. C.
C., 61.

Philadelphia, Baltimore & Washington R. R. Co. et al., Goodman Manufacturing Co. v., 20 I. C. C., 672.

Philadelphia, Baltimore & Washington R. R. Co., Home Lumber Co. v. (956), 12 I. C. C., 586.

Philadelphia, Baltimore & Washington R. R. Co., Jones, H. Clay Co. v. (902), 12 I. C. C., 585.

Philadelphia, Baltimore & Washington R. R. Co. et al., Selfridge, Thomas O. v., 18 I. C. C., 614.

Philadelphia, Baltimore & Washington R. R. Co. et al., Stone-Ordean-Wells Co. v., 18 I. C. C., 160.

Philadelphia, Baltimore & Washington R. R. Co., White Water Farms Co. v., 13 I. C. C., 526.

Philadelphia Commercial Exchange v. Pennsylvania R. R. Co. et al., 21 I. C. C., 1.

Philadelphia Commercial Exchange v. Pennsylvania R. R. Co. et al., 16 I. C. C., 497.

Philadelphia, Reading & New England R. R. Co., Milk Producers' Pro. Asso. v., 7 I. C. C., 92.

See *Milk Producers' Protective Asso. v. D., L. & W. R. R. Co.*

Philadelphia Veneer & Lumber Co. v. C. R. Co., 25 I. C. C., 653.

Philadelphia, Wilmington & Baltimore 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.*

Philadelphia, Wilmington & Baltimore R. R. Co., N. Y. Produce Ex. v., 7 I. C. C., 612.

See *N. Y. Produce Exchange v. B. & O. R. R. Co.*

Philadelphia, Wilmington & Baltimore R. R. Co., Charles P. Perry v., 5 I. C. C., 97.

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

Philadelphia, Wilmington & Baltimore R. R. Co., R. R. Comm. of Fla. v., 5 I. C. C., 13.

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

Philadelphia, Wilmington & Baltimore R. R. Co., J. M. Rising v., 5 I. C. C., 120.

- Philadelphia, Wilmington & Baltimore R. R. Co., Trades League of Philadelphia v.**, 8 I. C. C., 386.
- Philip, James, v. Chicago, Milwaukee & St. Paul Ry. Co. et al.**, 16 I. C. C., 418.
- Phillip & Allsebrook v. C., M. & St. P. R. Co.**, 24 I. C. C., 711.
- Phillips, Arthur S. v. N. Y. & Boston Despatch Express Co.**, 15 I. C. C., 631.
- Phillips & Co. v. Illinois Central R. R. Co.**, 14 I. C. C., 199.
See Nicola, Stone & Myers Co. v. L. & N. R. R. Co.
- Phillips & Co. v. Southern Ry. Co.**, 14 I. C. C., 199.
See Nicola, Stone & Myers Co. v. L. & N. R. R. Co.
- Phillips, Bailey & Co. v. Louisville & Nashville R. R. Co.**, 8 I. C. C., 93.
Cited: Payne-Gardner Co. v. L. & N. R. R. Co., 13 I. C. C., 642.
Sugar rates to Nashville, Tenn., from New Orleans used for comparison on claim for lower rate to Gallatin; claim made that Nashville was Commission made rate.

Cited: Columbia Grocery Co. v. L. & N. R. R. Co., 18 I. C. C., 504.
No justification for higher rate to Nashville than to Louisville on sugar from New Orleans.
- Phillips Co., A. J., v. Grand Trunk Western Ry. Co.**, 11 I. C. C., 659.
- Phillips, A. J. Co. v. G. T. W. Ry. Co.**, 23 I. C. C., 718.
- Phillips-Trawick-James Co. v. Southern Pacific Co.**, 13 I. C. C., 644.
- Phoenix & Eastern R. R. Co., Maricopa Co. Com. Club v.**, 22 I. C. C., 218, 221.
See Maricopa County Commercial Club v. P. & E. R. R. Co.
- Phoenix Furniture Co. v. Atchison, Topeka & Santa Fe Ry. Co. et al.**, 17 I. C. C., 611.
- Phoenix Furniture Co. v. Atchison, Topeka & Santa Fe Ry. Co. et al.**, 17 I. C. C., 223.
- Phoenix Furniture Co. v. C. & N. W. R. Co.**, 24 I. C. C., 703.
- Ph. Zang Brewing Co. v. C. B. & Q. R. Co.**, 24 I. C. C., 704.
- Pickands-Magee Co. v. New York, New Haven & Hartford R. R. Co.**, 18 I. C. C., 615.

- Pierce, A. S., v. Duluth, Missabe & Northern Ry. Co. et al., 21 I. C. C., 675.
- Pierce, Geo. N. Co. v. New York Central & Hudson River R. R. Co., 19 I. C. C., 579.
- Pierce, George E., v. P. & L. E. R. Co., 23 I. C. C., 89.
- Piermont Paper Co. v. E. R. Co., 22 I. C. C., 658.
- Pierre, Rapid City & Northwestern Ry. Co., Ingram v., 26 I. C. C., 722.
- Pig Iron Rates From Virginia to Pennsylvania, 27 I. C. C., 343.
- Pilant, William R., v. Atchison, Topeka & Santa Fe Ry. Co., 15 I. C. C., 178.
- Pillsbury Flour Mills Co. v. C., B. & Q. R. Co., 25 I. C. C., 710.
- Pillsbury Flour Mills Co. v. C., M. St. P. R. Co., 26 I. C. C., 707.
- Pillsbury-Washburn Flour Mills Co. et al. v. Great Northern Ry. Co., 17 I. C. C., 604.
- Pine Bluff & Western Ry. Co., Mayor & City Council of Wichita, Ks., v., 9 I. C. C., 569.
- Pine Island Farmers' Elevator Co. v. Chicago Great Western Ry. Co., 11 I. C. C., 687.
- Pioneer Co. v. Lake Shore & Michigan Southern Ry. Co. et al., 19 I. C. C., 605.
- Pioneer Pole & Shaft Co. v. Cincinnati, Hamilton & Dayton Ry. Co. et al., 18 I. C. C., 618.
- Pitcairn Coal Co. v. Baltimore & Ohio R. R. Co., 20 I. C. C., 654.
- Pittman & Harrison Co. v. Missouri, Kansas & Texas Ry. Co. (937), 12 I. C. C., 585.
- Pitts, H. B. & Son v. Atchison, Topeka & Santa Fe Ry. Co., 10 I. C. C., 691.
- Pitts, H. B. & Son v. St. Louis & San Francisco R. R. Co., 10 I. C. C., 684.
- Pittsburg & Lake Erie R. R. Co. et al., American Smelting & Refining Co. v., 21 I. C. C., 661.
- Pittsburg & Lake Erie R. R. Co., Boileau v., 22 I. C. C., 640.
- See Boileau v. P. & L. E. R. R. Co.
- Pittsburg & Lake Erie R. R. Co., Boileau v., 24 I. C. C., 129.
- Pittsburg & Lake Erie R. R. Co. et al., Copper Queen Consolidated Mining Co. v., 16 I. C. C., 607.

Pittsburg & Lake Erie R. R. Co. et al., Hollingshead & Blei Co. v., 18 I. C. C., 193.

Pitts. & Lake Erie R. R. Co., Imperial Coal Co. & Andrew Hitchcock & Co. v., 2 I. C. C., 618.

See Imperial Coal Co., etc., v. Pitts. Lake Erie R. R. Co.

Pittsburg & Lake Erie R. R. Co. et al., Independent Oil Co. v., 19 I. C. C., 603.

Pittsburg & Lake Erie R. R. Co., Inland Steel Co. v., 27 I. C. C., 152.

See Inland Steel Co. v. P. & L. E. R. R. Co.

Pittsburg & Lake Erie R. R. Co., Masurite Explosive Co. v., 13 I. C. C., 405.

See Masurite Explosive Co. v. P. & L. E. R. R. Co.

Pitts. & Lake Erie R. R. Co., N. Y. Produce Ex. v., 7 I. C. C., 612.

See N. Y. Produce Exchange v. B. & O. R. R. Co.

Pittsburg & Lake Erie R. R. Co. et al., Old Dominion Copper Mining & Smelting Co. v., 16 I. C. C., 607.

Pittsburg & Lake Erie R. R. Co., Pierce v., 23 I. C. C., 89.

Pittsburgh & Lake Erie R. R. Co., Riddle, Dean & Co. v., 1 I. C. C., 374.

See Riddle, Dean & Co. v. Pittsburgh & Lake Erie R. R. Co.

Pittsburgh & Lake Erie R. R. Co., Riddle, Dean & Co. v., 1 I. C. C., 490.

See Riddle, Dean & Co. v. Pittsburgh & Lake Erie R. R. Co.

Pittsburgh & Lake Erie R. R. Co., Riddle, Dean & Co. v., 1 I. C. C., 594.

Pittsburgh & Lake Erie R. R. Co., St. Louis Blast Furnace Co. v., 24 I. C. C., 360.

Pittsburg & Lake Erie R. R. Co. et al., Wilkoff Bros. Co. v., 21 I. C. C., 684.

Pittsburgh & Lake Erie R. R. Co., Wisconsin Steel Co. v., 27 I. C. C., 152.

See Inland Steel Co. v. P. & L. E. R. R. Co.

Pittsburg & Lake Erie R. R. Co. et al., Wright Wire Co. et al. v., 21 I. C. C., 64.

Pittsburgh & Lake Erie R. R. Co., Youngstown Sheet & Tube Co. v., 27 I. C. C., 165.

See Youngstown Sheet & Tube Co. v. P. & L. E. R. R. Co.

Pittsburg & Lake Erie R. R. Co., Youngstown Sheet & Tube Co. v., 29 I. C. C., 428.

Pitts. & Western Ry. Co., N. Y. Produce Ex. v., 7 I. C. C., 612.

See *N. Y. Produce Exchange v. B. & O. R. R. Co.*

Pittsburg, Chartiers & Youghiogeny Ry. Co. et al., Fuller, W. P. & Co. v., 17 I. C. C., 594.

See *Fuller & Co. v. P., C. & Y. Ry. Co.*

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

Pittsburg, Cincinnati, Chicago & St. Louis Ry. Co., American Grocer Co. v., 13 I. C. C., 293.

Pittsburg, Cincinnati & St. Louis Ry. Co., Andrews Soap Co. v., 4 I. C. C., 41.

See *Andrews Soap Co. v. Pitts., Cinn. & St. L. Ry. Co.*

Pittsburg, Cincinnati, Chicago & St. Louis Ry. Co., Arcade Mfg. Co. v., 25 I. C. C., 708.

Pittsburg, Cincinnati, Chicago & St. Louis Ry. Co., Auto Vehicle Co. v. (U. R. A-152), 27 I. C. C., 714.

Pittsburg, Cincinnati & St. Louis Ry. Co., Baltimore & Ohio R. R. Co. v., 3 I. C. C., 465.

Defendant carrier ordered to cease issuing party-rate tickets, by means of which each member of a group can travel at a rate of fare that is lower than the ordinary fare charged an individual passenger traveling alone, on the ground that such party rates are illegal and constitute an unjust discrimination.

Interstate Commerce Commission v. Baltimore & Ohio R. R. Co.

43 Fed. 37. August 11, 1890.

C. C., S. D., Ohio, W. D. Jackson, J.

Commission's order held to be invalid on ground that party rates are not illegal nor in violation of sections 2 and 3.

Interstate Commerce Commission v. Baltimore & Ohio R. R. Co.

145 U. S. 263. May 16, 1892. Brown J.

Commissions order held to be invalid on the ground stated by the Circuit Court. Held further, that section 22, permitting the issuance of commutation, excursion, and mileage tickets, is illustrative rather than exclusive.

Cited: In re Party Rate Tickets, 12 I. C. C., 96.

Cited: Commutation Rate Case, 21 I. C. C., 434.

The Commission first held that party rate tickets were unlawful as a discrimination under sections 2 and 3 of act, but Supreme Court reversed this holding in I. C. C. v. B. & O. R. Co., 145 U. S. 263, and held such tickets lawful.

Pittsburg, Cincinnati & St. Louis Ry. Co., Beaver & Co. v., 4 I. C. C., 733.

See Beaver & Co. v. Pitts., Cinn. & St. L. Ry. Co.

Pittsburg, Cincinnati, Chicago & St. Louis Ry. Co., Buckeye Buggy Co. v., 9 I. C. C., 620.

See Buckeye Buggy Co. v. Cleveland, Cinn., Chicago & St. Louis Ry. Co.

Pittsburg, Cincinnati, Chicago & St. Louis Ry. Co., Carhart Motor Co v., 26 I. C. C., 719.

Pittsburg, Cincinnati, Chicago & St. Louis Ry. Co., Charlotte Shippers' Asso. v., 11 I. C. C., 108.

See Charlotte Shippers Asso. v. S. Ry. Co.

Pittsburg, 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.

Pittsburg, Cincinnati, Chicago & St. Louis 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.

Pittsburg, Cincinnati, Chicago & St. Louis Ry. Co., Danciger v., 29 I. C. C., 99.

Pittsburg, Cincinnati, Chicago & St. Louis Ry. Co. et al., Davis Sewing Machine Co. v., 20 I. C. C., 664.

Pittsburg, Cincinnati, Chicago & St. Louis Ry. Co., Davis Sewing Machine Co. v., 22 I. C. C., 291.

See Davis Sewing Machine Co. v. P., C., C. & St. L. Ry. Co.

Pittsburg, Cincinnati, Chicago & St. Louis Ry. Co., Davis Sewing Machine Co. v., 26 I. C. C., 282.

- Pittsburg, Cincinnati, Chicago & St. L. Ry. Co., Davis Sewing Machine Co. v.** (U. R. A-236), 27 I. C. C., 726.
- Pittsburg, Cincinnati, Chicago & St. Louis Ry. Co., Dickhaus, Memberg & Co. v.,** 24 I. C. C., 720.
- Pittsburg, Cincinnati, Chicago & St. Louis Ry. Co. et al., Dicus, M. F., v.,** 16 I. C. C., 605.
- Pittsburg, Cincinnati, Chicago & St. Louis Ry. Co., Fort Smith Couch & Bedding Co. v.** (U. R. A-205), 27 I. C. C., 721.
- Pittsburg, Cincinnati, Chicago & St. Louis Ry. Co., Fort Smith Traffic Bureau v. (859) (977),** 12 I. C. C., 583, 586.
- Pittsburg, Cincinnati, Chicago & St. Louis Ry. Co., Globe-Wernicke Co. v.,** 11 I. C. C., 156.
- Pittsburg, Cincinnati, Chicago & St. Louis Ry. Co. et al., Goodman Manufacturing Co. v.,** 21 I. C. C., 95.
- Pittsburg, Cincinnati, Chicago & St. Louis Ry. Co. et al., Harron, Rickard & McCone v.,** 17 I. C. C., 604.
- Pittsburg, Cincinnati, Chicago & St. Louis Ry. Co., Hartman Furniture & Carpet Co. v.,** 24 I. C. C., 724.
- Pittsburg, Cincinnati, Chicago & St. Louis Ry. Co., Hinkle & Co. v.,** 25 I. C. C., 715.
- Pittsburg, Cincinnati, Chicago & St. Louis Ry. Co., Hooper & Jennings v.,** 26 I. C. C., 707.
- Pittsburg, Cincinnati, Chicago & St. Louis Ry. Co. et al., Joynes, H. W., v.,** 18 I. C. C., 609.
- Pittsburg, Cincinnati, Chicago & St. Louis Ry. Co., Kelly, R. A. Co. v.,** 19 I. C. C., 605.
- Pittsburg, Cincinnati, Chicago & St. Louis Ry. Co., Kind Powder Co. v.,** 22 I. C. C., 657.
- Pittsburg, Cincinnati, Chicago & St. Louis Ry. Co., George J. Kindel v.,** 11 I. C. C., 495.
- See Kindel v. B. & A. R. R. Co.
- Pitts., Cincinnati, Chicago & St. Louis Ry. Co., W. J. Koch v.,** 10 I. C. C., 675.
- Pittsburg, Cincinnati, Chicago & St. Louis Ry. Co., Mack Mfg. Co. v.,** 22 I. C. C., 670.

- Pittsburgh, C., C. & St. L. Ry. Co., Mack Mfg. Co. v.** (U. R. A-242), 27 I. C. C., 727.
- Pittsburg, Cincinnati, Chicago & St. Louis Ry. Co., Mayer Brick Co. v.,** 22 I. C. C., 670.
- Pittsburgh, C., C. & St. L. Ry. Co., Mayer Brick Co. v.** (U. R. A-242), 27 I. C. C., 727.
- Pittsburgh, C., C. & St. L. Ry. Co., Momsen Co. v.** (U. R. A-136), 27 I. C. C., 712.
- Pittsburg, Cincinnati, Chicago & St. Louis Ry. Co. et al., Mutual Wheel Co. v.,** 17 I. C. C., 618.
- Pittsburg, Cinn., Chicago & St. Louis Ry. Co., National Hay Asso. v.,** 9 I. C. C., 264.
- Pittsburg, Cinn., Chicago, St. Louis Ry. Co., National Machinery & Wrecking Co. v.,** 11 I. C. C., 581.
- See National Machinery & Wrecking Co. v. P., C. & St. L. Ry. Co.
- Pittsburg, Cincinnati, Chicago & St. Louis Ry. Co. et al., Nehrbass Casket Co. v.,** 19 I. C. C., 612.
- Pittsburg, Cincinnati, Chicago & St. Louis Ry. Co. et al., Newark Machine Co. v.,** 16 I. C. C., 291.
- Pittsburg, Cinn., Chicago & St. Louis Ry. Co., M. Newman v.,** 11 I. C. C., 517.
- Pittsburgh, Cincinnati & St. Louis Ry. 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.
- Pitts., Cinn., Chicago & St. Louis Ry. Co., N. Y. Produce Ex. v.,** 7 I. C. C., 612.
- See N. Y. Produce Exchange v. B. & O. R. R. Co.
- Pittsburgh, Cincinnati & St. Louis Ry. Co., Henry Nicolai v.,** 5 I. C. C., 635.
- Pittsburg, Cincinnati, Chicago & St. Louis Ry. Co. et al., Ohio Foundry Co. v.,** 19 I. C. C., 65.
- Pittsburgh, Cincinnati & St. Louis Ry. Co., J. Parkhurst & Co. v.,** 5 I. C. C., 635.
- Pittsburg, Cincinnati, Chicago & St. Louis Ry. Co., Patent Vulcanite Roofing Co. of Ala. v.,** 25 I. C. C., 713.

Pittsburg, Cinn., Chicago & St. Louis Ry. Co., Pittsburg Plate Glass Co. v.,
13 I. C. C., 87.

See *Pittsburg Plate Glass Co. v. P., C. & St. L. Ry. Co.*

Pittsburg, Cinn., 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.*

Pittsburgh, Cincinnati & St. Louis Ry. Co., Proctor & Gamble v., 4 I. C.
C., 87, 443.

See *Proctor & Gamble v. C., H. & D. R. R. Co.*

Pittsburg, Cinn., Chicago & St. Louis Ry. Co., Proctor & Gamble v., 9 I. C.
C., 440.

See *Proctor & Gamble Co. v. C., H. & D. Ry. Co.*

Pittsburg, Cincinnati, Chicago & St. Louis Ry. Co. et al., Quartz Glass &
Manufacturing Co. v., 18 I. C. C., 620.

Pittsburg, Cincinnati, Chicago & St. Louis Ry. Co. et al., Roach & Musser
Sash & Door Co. v., 18 I. C. C., 612.

Pittsburg, Cincinnati, Chicago & St. Louis Ry. Co. et al., Roach & Musser
Sash & Door Co. v., 20 I. C. C., 658.

Pittsburgh, Cincinnati, C. & St. L. Ry. Co., Schermerhorn Bros. Co. v.
(U. R. A-467), 29 I. C. C., 726.

Pittsburg, Cincinnati, Chicago & St. Louis Ry. Co., Southern Paint & Glass
Co. v., 6 I. C. C., 284.

Pittsburgh, Cincinnati, C. & St. L. Ry. Co., Sutphin Co. v. (6110), 30 I. C.
C., 713.

Pittsburgh, Cinn., Chicago & St. Louis Ry. Company, United States of
America v. (U. S. Dist. Ct.), 11 I. C. C., 696.

Pittsburg, Cincinnati, Chicago & St. Louis Ry. Co. et al., Vaughn Manu-
facturing Co. v., 18 I. C. C., 618.

Pittsburgh, Cincinnati, C. & St. L. Ry. Co., West Co. v. (U. R. A-538), 29 I.
C. C., 735.

Pittsburg, Cincinnati, Chicago & St. Louis Ry. Co. et al., Whiteland Canning
Co. v., 22 I. C. C., 261.

See *Whiteland Canning Co. v. P., C., C. & St. L. Ry. Co.*

Pittsburg, Cincinnati, Chicago & St. Louis Ry. Co., Whiteland Canning Co. v., 23 I. C. C., 92.

Pittsburg, Cinn., Chicago & St. Louis 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.*

Pittsburg, Cinn., Chicago & St. Louis Ry. Co., Wm. Wrigley, Jr., v., 10 I. C. C., 412.

Pittsburgh, Ft. Wayne & Chicago 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.*

Pitts., Ft. Wayne & Chicago Ry. Co., N. Y. Produce Ex. v., 7 I. C. C., 612.

See *N. Y. Produce Exchange v. B. & O. R. R. Co.*

Pittsburgh, Fort Wayne & Chicago Ry. Co., Isaac Weil v., 11 I. C. C., 627.

See *Weil v. Pa. R. R. Co.*

Pittsburg Plate Glass Co. v. Illinois Central R. R. Co., 13 I. C. C., 87.

Distinguished: In re *Restricted Rates*, 20 I. C. C., 434.

The suggested analogy between special fuel rates and export and import rates is not admitted but if such analogy did exist the later rates are open and available alike to all shippers, while the special coal rates are restricted in their use to certain shippers or are conditioned upon the commodity being put to a certain use.

Quoted: In re *Restricted Rates*, 20 I. C. C., 444.

The transportation of traffic originating at a foreign port from the domestic port to destination in this country is not a "like service" to that of the transportation, independent and complete within itself of traffic starting at such domestic port, though bound for the same destination point.

Pittsburg Plate Glass Co. v. Pittsburg, Cinn., Chicago & St. Louis Ry. Co., 13 I. C. C., 87.

Followed: *Percy Kent Co. v. N. Y. C. & H. R. R. R. Co.*, 15 I. C. C., 439, 442.

The rate on burlap bags is made twice that on burlap, held that this relation could not be disturbed.

Cited: *Chamber of Com. of Newport News v. S. Ry. Co.*, 23 I. C. C., 355.

Ocean competition as well as circumstances and conditions beyond the seaboard are to be considered in determining whether differences in rates as between foreign and domestic traffic are unreasonable or unduly discriminatory.

Pittsburg, Shawmutt & Northern R. R. Co. et al., Wilson Bros. Lumber Co. v., 21 I. C. C., 672.

Pittsburg Steel Co. v. L. S. & M. S. R. Co., 27 I. C. C., 173.

Cited: Coke Producers' Asso. of Connellsville v. B. & O. R. R. Co., 27 I. C. C., 149.

Considerations to be taken into account in a comparison of rates on coke with those on coal.

Cited: Wickwire Steel Co. v. N. Y. C. & H. R. R. R. Co., 30 I. C. C., 416.

Rates on coke from Connellsville.

Pittsburgh Steel Co. v. T. & B. V. Ry. Co. (U. R. A-585), 30 I. C. C., 721.

Pittsburg Vein Operators Asso. of Ohio v. P. Co., 24 I. C. C., 280.

Cited: New Pittsburgh Coal Co. v. H. V. Ry. Co., 24 I. C. C., 246.

Cited: New Pittsburgh Coal Co. v. H. V. Ry. Co., 26 I. C. C., 123.

The lake-coal rates from Pittsburgh vein No. 8 fixed at 75 cents per ton.

Cited: Pittsburgh Steel Co. v. L. S. & M. S. Ry. Co., 27 I. C. C., 184.

A tonnage of nearly 2,000,000 tons affecting the Pennsylvania, Wheeling & Lake Erie and the Baltimore & Ohio railroads was involved.

Pittsburg Vein Operators Asso. of Ohio v. W. & L. E. R. Co., 24 I. C. C., 280.

See *Pittsburg Vein Operators Asso. v. Penn. Co.*

Place, J. B., v. Toledo, Peoria & Western Ry. Co., 15 I. C. C., 543.

Cited and quoted: Hood v. G. N. Ry. Co., 21 I. C. C., 247.

Stove wood included under western classification of immigrants' movables.

Plano Milling Co. v. St. L. S. W. R. Co., 22 I. C. C., 360.

Planters' Compress Co. v. Cleveland, Cincinnati, Chicago & St. Louis Ry. Co., 11 I. C. C., 382.

Distinguished: Newman v. New York Cen. & H. R. R. Co., 11 I. C. C., 521.

In this case it was held that cotton was not entitled to a better rate simply because compressed to a greater density—the article was the same—here the article is distinct. Leather straps are not “leather,” although composed of leather, and the classification of one should not control the other.

Cited: Planters' Compress Co. v. M., K. & T. R. Co., 11 I. C. C., 606.

Reference made in this case to finding of fact in case just previously decided.

Cited: Duncan & Co. v. N., C. & St. L. Ry. Co., 16 I. C. C., 593.

Cost of service to the carrier can not be made the sole basis of rate-making.

Cited: Investigation and Suspension Docket 76.

Cited: John Taylor Dry Goods Co. v. M. P. Ry. Co., 28 I. C. C., 208.

Quoted: Rates on Excelsior and Flax Tow from St. Paul, 29 I. C. C., 642.

No classification can be so minute as to conform to the different varieties and conditions of traffic. 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.

Quoted: Woodward-Bennett Co. v. S. P., L. A. & S. L. R. R. Co., 29 I. C., 665.

Quantity and density as affecting classification and rates.

Planters' Compress Co. v. Missouri, Kansas & Texas Ry. Co., 11 I. C. C., 606.

Planters' Gin & Compress Co. et al. v. Yazoo & Mississippi Valley R. R. Co., 16 I. C. C., 131.

Quoted: Texarkana Frt. Bu. v. St. L., I. M. & S. Ry. Co., 28 I. C. C., 581.

Water competition at a given point may render the circumstances substantially dissimilar and justify a discrimination against points where such competition is not controlling. Such dissimilarity, however, does not relieve the carrier altogether from the restraint of the third section.

Platt, Thos. C., v. N. Y., New Haven & Hartford R. R. Co., 7 I. C. C., 323.

See New York, New Haven & Hartford R. R. Co. v. Platt.

Platte Bros. v. C., M. & St. P. R. Co., 22 I. C. C., 666.

Platten Produce Co. v. Chicago & Northwestern Ry. Co. (1517), (1519), 14 I. C. C., 638.

Platten Produce Co. v. C. & N. W. R. Co., 25 I. C. C., 300.

Platten Produce Co. v. Chicago, Milwaukee & St. Paul Ry. Co., 14 I. C. C., 512.

Platten Produce Co. v. Kalamazoo, Lake Shore & Chicago Ry. Co. et al., 18 I. C. C., 249.

Cited: Platten Produce Co. v. Kalamazoo, Lake Shore & Chicago Ry. Co. et al., 20 I. C. C., 543.

Found that the initial carrier and not the intermediate carrier as found in the original report is responsible for the misrouting.

Platten Produce Co. v. Kalamazoo, Lake Shore & Chicago Ry. Co. et al., 20 I. C. C., 543.

Pleasant Hill Lumber Co. v. Baltimore & Ohio Southwestern R. R. Co. et al., 16 I. C. C., 335.

Pleasant Hill Lumber Co. v. Chicago & Alton R. R. Co. et al., 16 I. C. C., 335.

Pleasant Hill Lumber Co. v. Chicago & Eastern Illinois R. R. Co. et al., 16 I. C. C., 335.

Pleasant Hill Lumber Co. v. Chicago, Burlington & Quincy R. R. Co. et al., 16 I. C. C., 335.

Pleasant Hill Lumber Co. v. Chicago, Indianapolis & Louisville Ry. Co., 16 I. C. C., 335.

Pleasant Hill Lumber Co. v. Chicago, Peoria & St. Louis Ry. Co., 16 I. C. C., 335.

Pleasant Hill Lumber Co. v. Chicago, Rock Island & Pacific Ry. Co. et al., 16 I. C. C., 335.

Pleasant Hill Lumber Co. v. Chicago, St. Paul, Minneapolis & Omaha Ry. Co. et al., 16 I. C. C., 335.

Pleasant Hill Lumber Co. v. Cleveland, Cincinnati, Chicago & St. Louis Ry. Co. et al., 16 I. C. C., 335.

Pleasant Hill Lumber Co. v. Grand Trunk Western Ry. Co. et al., 16 I. C. C., 335.

Pleasant Hill Lumber Co. v. Illinois Central R. R. Co. et al., 16 I. C. C., 335.

Pleasant Hill Lumber Co. v. Michigan Southern R. R. Co. et al., 16 I. C. C., 335.

Pleasant Hill Lumber Co. v. Missouri Pacific Ry. Co. et al., 16 I. C. C., 335.

Pope Manufacturing Co. v. Baltimore & Ohio R. R. Co. et al., 17 I. C. C., 400.

Poplar Bluff Light & Power Co. v. Baltimore & Ohio R. R. Co. et al.,
20 I. C. C., 658.

Port Arthur Board of Trade v. Abilene & Sou. R. Co., 27 I. C. C., 388.

Cited: Aransas Pass Channel & Dock Co. v. G., H. & S. A. Ry. Co.,
27 I. C. C., 412.

History of rates to Texas ports on cotton for export or transhipment to interstate points given in cited case. The advantages of Galveston both naturally and geographically described.

Port Arthur Rice Milling Co. v. T. & Ft. S. Ry. Co., 28 I. C. C., 697.

Port Huron Engine & Thresher Co. v. Chicago, Rock Island & Pacific Ry. Co. et al., 18 I. C. C., 621.

Port Huron Engine & Thresher Co. v. Gulf, Colorado & Santa Fe Ry. Co. et al., 20 I. C. C., 671.

Port Royal & Augusta Ry. Co., Chicago Freight Bureau v., 6 I. C. C., 195.

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

Port Royal & Augusta 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.

Port Royal & Western Carolina Ry. Co., P. H. Loud, Jr., v., 5 I. C. C., 529.

See Loud v. So. Car. Ry. Co.

Porter et al. v. St. Louis & San Francisco R. R. Co., 15 I. C. C., 1.

Cited: Schulz v. C., M. & St. P. Ry. Co., 20 I. C. C., 405.

Cited: Charles Becker v. P. M. R. R. Co., 28 I. C. C., 659.

Where a shipper is compelled to pay demurrage charges through fault of the carrier, the carrier must refund the charges so exacted.

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.

Portland Chamber of Commerce v. Oregon R. R. & Navigation Co. et al.,
19 I. C. C., 265.

Reaffirmed: Portland Chamber of Commerce v. Oregon R. R. & Navigation Co. et al., 21 I. C. C., 640.

Interstate class rates from Seattle, Wash., Tacoma and Portland, Wash., to points in Washington, Oregon, Idaho and Montana, are unreasonable and should be reduced.

Portland Chamber of Commerce v. Oregon R. R. & Navigation Co. et al., 21 I. C. C., 640.

Portland Chamber of Commerce v. O. S. L. R. Co., 23 I. C. C., 710.

Portland Gold Mining Co. v. P. M. R. Co. (U. R. A-188), 27 I. C. C., 719.

Portland Lumber Co. v. Oregon-Washington R. R. & Navigation Co., 21 I. C. C., 292.

Portner, Robert Brewing Co. et al. v. Southern Ry. Co., 20 I. C. C., 672.

Portner Brewing Co. v. S. R. Co., 25 I. C. C., 659.

Portsmouth Steel Co. v. B. & O. R. Co., 23 I. C. C., 510.

Post, E. E. Co. v. Delaware & Lackawanna & Western Ry. Co. et al., 21 I. C. C., 678.

Postal Telegraph-Cable Co. v. Western Union Telegraph Co. (4697), 30 I. C. C., 711.

Potash and Other Commodities from North Atlantic Seaboard Points to Cincinnati, Ohio, and other Points, 29 I. C. C., 626.

Potatoes, 28 I. C. C., 298.

Potato Carload Minimum Weights (U. R. A-147), 27 I. C. C., 713.

Potlatch Lumber Co. v. Northern Pacific Ry. Co., 14 I. C. C., 41.

Potlatch Lumber Co. v. Spokane Falls & N. Ry. Co.
157 Fed., 588. December 24, 1907.

C. C. E. D. Wash., E. D. Whitson, J.

Pending determination by the Commission of the reasonableness of advanced rates, effective November 1, 1907, on lumber and other forest products from Washington to other States, an injunction restraining the enforcement of the new rates was denied on the ground that the court has no jurisdiction to issue such injunction after the new rates had gone into effect.

Northern Pacific Ry. Co. v. Interstate Commerce Commission.

Not reported. October 9, 1910.

C. C. D. Minn. Per curiam.

Orders of Commission held invalid on the ground that the rates fixed by the Commission are unreasonably low.

Interstate Commerce Commission v. Northern Pacific Ry. Co.
 222 U. S., 541. January 9, 1912. Lamar, J.
 Commission's order held to be valid.

Potlatch Lumber Co. v. Northern Pacific Ry. Co.
 14 I. C. C., 41. June 2, 1908.

Docket No. 1348. Op. 635. Cockrell, Comr.
 Carriers ordered to reduce the advanced rates on the ground that the advanced rates are unreasonable.

Cited: Oregon & Wash. Lum. Mnfrs.' Asso. v. U. P. R. R. Co., 14 I. C. C., 20.

Followed: Pacific Coast Lum. Mfg. Asso. v. N. P. Ry. Co., 14 I. C. C., 40.

Followed: Humbird Lum. Co. v. N. P. Ry. Co., 16 I. C. C., 449.
 The increase of 5 cents per 100 pounds over the old rates must be in conformity with the differentials prescribed in 14 I. C. C., 41.

Limited: Big Blackfoot Milling Co. v. N. P. Ry. Co., 16 I. C. C., 174.

Followed: Kalispell Lum. Co. v. Gt. N. Ry. Co., 16 I. C. C., 164.

The Montana group taken out of the Spokane group and given a 3-cent differential under Spokane instead of being placed on a parity as under former ruling.

Cited: Potlatch Lumber Co. v. N. P. Ry. Co., 16 I. C. C., 465.
 Petition to rehear denied.

Cited: McCloud River Lumber Co. v. S. P. Co., 24 I. C. C., 93.

Cited: Joint Rates with the Washington Western Ry., 27 I. C. C., 633.

The rate on lumber fixed by the Commission from northwest territory to eastern destinations.

Potlatch Lumber Co. et al. v. Northern Pacific Ry. Co. et al., 16 I. C. C., 465.

Potter Manufacturing Co. v. Chicago & Grand Trunk Ry. Co., 5 I. C. C., 514.

Cited: Cattle Raisers' Asso. v. Ft. Worth & D. C. R. Co., 7 I. C. C., 555.
 Each case seems to depend upon its own equities.

Quoted: Peters v. O. S. L. R. R. Co., 20 I. C. C., 599.

The question (actual weight of shipments as constituting basis upon which to assess transportation charges) is one of fact to be determined in a manner just to both parties as to which the ex parte action of either party can not conclude the other.

Potts v. C., R. I. & P. Ry. Co. (5798), 28 I. C. C., 718.

Poughkeepsie Iron Co. v. N. Y. Central & Hudson River R. R. Co., 4 I. C. C., 195.

Cited: John C. Haddock v. Delaware, Lack. & West R. Co., 4 I. C. C., 315.

When carrier is also a producer and shipper it is especially unlawful for it to discriminate in its own behalf, and against other shippers.

Pouncey Paving & Construction Co. v. St. L., I. M. & S. Ry. Co. (5936), 29 I. C. C., 712.

Powell & England v. G. N. R. Co., 26 I. C. C., 716.

Powell Fuel Co. v. L. & N. R. R. Co. (U. R. A-416), 29 I. C. C., 719.

Powell Fuel Co. v. S. R. Co., 24 I. C. C., 706.

Powell-Fullerton Hardwood Lumber Co. v. Virginia & Southwestern Ry. Co. et al., 20 I. C. C., 86.

Power or Train Brakes, Re, 11 I. C. C., 429.

Powers, Virgil, v. Cinn., New Orleans & Texas Pacific Ry. Co., 5 I. C. C., 324.

See R. R. Com. of Ga. v. Clyde S. S. Co.

Powers, Virgil, v. Clyde Steamship Co., 5 I. C. C., 324, 326.

See R. R. Com. of Ga. v. Clyde S. S. Co.

Powers, Virgil, v. Louisville & Nashville R. R. Co., 5 I. C. C., 326.

See R. R. Com. of Ga. v. Clyde S. S. Co.

Powers, Virgil, v. Ocean Steamship Co., 5 I. C. C., 324.

See R. R. Com. of Ga. v. Clyde S. S. Co.

Powers, Virgil, v. S. C. Ry. Co., 5 I. C. C., 325.

See R. R. Com. of Ga. v. Clyde S. S. Co.

Powers, Virgil, v. Western & Atlantic R. R. Co., 5 I. C. C., 325.

See R. R. Com. of Ga. v. Clyde S. S. Co.

Powhatan Coal & Coke Co. v. Norfolk & Western Ry. Co., 13 I. C. C., 69.

Cited: Fraer v. Chic. & Alton R. Co., 13 I. C. C., 456.

It is the duty of a common carrier to furnish means of transportation and to furnish them alike for all that are similarly situated.

Cited: Rail & River Coal Co. v. B. & O. R. R. Co., 14 I. C. C., 94.

Cited: Hillsdale Coal & Coke Co. v. P. R. R. Co., 19 I. C. C., 361.

Cited: In re Irregularities in Mine Ratings, 25 I. C. C., 291.

Cited: McCaa Coal Co. v. C. & C. Ry. Co., 30 I. C. C., 533.

The distribution of coal cars during car shortage periods based on physical capacity only is objectional on same grounds as when based on the number of coke ovens erected. Some operators erected a great number of coke ovens and never used them for coking, but simply to obtain a larger rating.

Prahlow, R., v. Indiana Harbor Belt R. R. Co. et al., 19 I. C. C., 572.

Pratt, G. C. Lumber Co. v. Chicago, Indianapolis & Louisville Ry. Co., 10 I. C. C., 29.

Cited: Saginaw B'd of Tr'd v. Grand Trunk Ry. Co., 17 I. C. C., 132.

Only three cases have been before the Commission since its organization wherein complaint was made of the percentage assigned to a particular group to and from percentage-basis territory and the Atlantic coast.

Prentiss, J. I. & Co. v. Pennsylvania R. R. Co., 19 I. C. C., 68.

Prescott & Northwestern R. R. Co. et al., Dian Lumber Co. v., 20 I. C. C., 670.

Pressley v. Gulf, Colo. & Santa Fe Ry. Co., 12 I. C. C., 518.

Preston, Albert, v. Chesapeake & Ohio Ry. Co. et al., 16 I. C. C., 565.

Preston, Albert, v. Chesapeake & Ohio Ry. Co. et al., 19 I. C. C., 406.

Preston, Albert, v. Richmond, Fredericksburg & Potomac R. R. Co. et al., 18 I. C. C., 621.

Preston & Davis v. Dela., Lackawanna & Western R. R. Co., 12 I. C. C., 114.

Carrier ordered to allow the delivery of oil in tank cars at a certain terminal in Brooklyn, N. Y., on the ground that a discontinuance of delivery there subjects complainant to an undue prejudice.

Delaware, Lackawanna & Western R. R. Co. v. Interstate Commerce Commission.

155 Fed., 512. August 10, 1907. (See 21st Ann. Rep., 87.)

C. C. S. D. N. Y. Lacombe, J.

Motion for preliminary injunction to restrain enforcement of Commission's order denied. Bill transferred to Commerce Court.

Delaware, Lackawanna & Western R. R. Co. v. Interstate Commerce Commission.

Not reported. April 3, 1911.
Commerce Court, No. 10.
Case dismissed by stipulation.

Cited: Wholesale Fruit & Produce Asso. v. A., T. & S. F. Ry. Co., 14 I. C. C., 421.

The Commission's power to order a continuation of deliveries of petroleum products at a certain point where such deliveries had previously been made has been recognized by the courts.

Prey Bros. & Cooper Livestock Commission Co. v. A., T. & S. F. R. Co., 26 I. C. C., 723.

Price v. W. & O. D. Ry. (U. R. A-515), 29 I. C. C., 732.

Price Cereal Products Asso. v. C. & A. R. Co., 24 I. C. C., 723.

Pridham Bros. Co. v. S. P. Co., 30 I. C. C., 117.

Priesmeyer, A. Shoe Co. v. C. & A. R. Co., 23 I. C. C., 78.

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

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

Prime Lumber Co. v. Mobile & Ohio R. R. Co. et al., 17 I. C. C., 605.

Prime Lumber Co. v. Mobile, Jackson & Kansas City R. R. Co. et al., 17 I. C. C., 606.

Prime Lumber Co. v. New Orleans & Northeastern R. R. Co. (1819), 14 I. C. C., 643.

Procedure in Cases at Issue, In re, 1 I. C. C., 223.

Procedure Concerning Questions at Law, In re, 1 I. C. C., 224.

Proctor & Gamble v. Cincinnati, Hamilton & Dayton R. R. Co., 4 I. C. C., 87, 443.

Cited: Ind. Refiners' Asso. v. Penn. R. Co., 6 I. C. C., 56.

Cited: Proctor & Gamble Co. v. C., H. & D. Ry. Co., 9 I. C. C., 484.

Rehearing under rules of practice—the affidavits filed in support of petition make out a prima facie case in favor of the petitioner's claim.

Cited: Proctor & Gamble Co. v. C., H. & D. Ry. Co., 9 I. C. C., 482.

The practice of shipping carload soap at net weight, that is, by paying freight charges only on weight of the soap and not upon box in which it is packed, seems to be chief reason for formerly putting soap in same class with sixth-class articles, but most of these are now raised to fifth class.

Proctor & Gamble Co. v. Cinn., Hamilton & Dayton Ry. Co., 9 I. C. C., 440.

Defendants ordered to discontinue their practice of charging higher than fourth-class rates on less-than-carload shipments of common soap. An advance to third class or to 20 per cent less than third class was held to be unreasonable.

Interstate Commerce Commission v. Cincinnati, Hamilton & Dayton Ry. Co.

146 Fed., 559. November 22, 1905.

C. C. S. D. Ohio, W. D. Thompson, J.

Commission's order held to be valid. Carriers directed to comply therewith.

Cincinnati, Hamilton & Dayton Ry. Co. v. Interstate Commerce Commission.

206 U. S., 142. May 13, 1907. White, J.

Commission's order held to be valid. Carriers directed to comply therewith.

Cited: Fels & Co. v. Pa. R. R. Co., 23 I. C. C., 483.

Held that less-than-carload shipments of common soap should take fourth-class rate.

Cited: Fels & Co. v. P. R. R. Co., 25 I. C. C., 154.

Petition to reopen this case so as to assess reparation against other defendants denied.

Cited: Investigation and Suspension Docket 76, 25 I. C. C., 473.

Freight classification is based upon the relations which commodities bear to each other in such respects as character, use, bulk, weight, value, tonnage, or volume, risk, cost of carriage, ease of handling and controlling conditions caused by competition.

Proctor & Gamble Co. v. Cincinnati, Hamilton & Dayton Ry. Co. et al., 19 I. C. C., 556.

Imposition of demurrage on private cars standing on private tracks held to be proper. Complaint, attacking this practice as unreasonable, dismissed.

Proctor & Gamble v. United States.

188 Fed., 221. July 20, 1911.

Commerce Court No. 9. Archbald, J.

Commission's action in denying relief affirmed on the merits.

Proctor & Gamble v. United States.

225 U. S., 282. June 7, 1912. White, J.

Held that Commerce Court has no jurisdiction of such a case as this, where the petitioner complains of a denial of relief at the hands of the Commission; but that such court has jurisdiction only of affirmative orders of the Commission.

Distinguished: Central Commercial Co. v. G. & S. I. R. R. Co., 23 I. C. C., 534.

It is contended that empty car was billed to Kola for loading and thus placed in railroad service; that if it was desired to take the car out of railroad service, the railroad should have been notified. The tariff does not provide for such notice, but on other hand clearly states that empty private cars when withdrawn from the interchange track are out of service. The cited case concerned a different situation and is not controlling.

Produce Exchange of Toledo, In re Petition of, 2 I. C. C., 588.

Produce Exchange of Minneapolis v. Chicago, Milwaukee & St. Paul Ry. Co. et al., 17 I. C. C., 596.

Producers' Pipe Line Co. v. St. Louis, Iron Mountain & Southern Ry. Co., 12 I. C. C., 186.

Cited: Ocheltree Grain Co. v. T. & P. Ry. Co., 18 I. C. C., 413.

The Commission will not supervise the conduct of cases before it to extent of urging parties to follow up their complaints and may dismiss a complaint for lack of diligent prosecution.

Proportional Rates, 28 I. C. C., 549.

Proportional Rates on Coal, 30 I. C. C., 465.

Proportional Rates on Excelsior & Excelsior Wrappers, 26 I. C. C., 44.

Proportional Rates on Grain Products to Texas, 27 I. C. C., 282.

See In re Advances, Proportional Rates on Grain Products to Texas.

Proportional Rates on Grain and Grain Products, 30 I. C. C., 16.

Proposed Advances in Freight Rates, Re, 9 I. C. C., 382.

Quoted: Central Yellow Pine Asso. v. Ill. C. R. Co., 10 I. C. C., 536.

"Carriers insist that inasmuch as the prices of articles transported have advanced, the rate ought also advance otherwise expressed that they should share in the general prosperity. * * * Transportation by rail is a service of a quasi-public nature, not to be sold to the highest bidder nor subject to the law of supply and demand. This sufficiently appears from the provision of the Act, which requires the same rate to be charged all persons and enjoins the publication of that rate."

Quoted: Central Yellow Pine Asso. v. Ill. C. R. Co., 10 I. C. C., 539.

"But what is the value of a railway? Does not that value depend almost wholly upon the rate which it is permitted to charge? If rates are reduced without thereby stimulating the movement of traffic the value of the property is diminished. If its rates are advanced without loss of traffic the value of its property is increased. Stated in another way: the value of a railway depends upon what it can earn on the basis of a reasonable rate; and the reasonableness of a rate depends upon the return which it will yield upon the value of the property.

Cited: Consolidated Forwarding Co. v. Sou. Pac. Co., 10 I. C. C., 620.

Rate on dressed beef between Chicago and New York held not to be excessive.

Cited: Burgess v. Transcontinental Ft. Bu., 13 I. C. C., 677.

Claim for increased revenue because of advance in cost of labor and supplies, overcome by increase in traffic and efficiency of carriers.

Cited and followed: City of Spokane v. N. P. Ry. Co., 15 I. C. C., 394.

Cited: Receivers' & Shippers' Asso. v. C., N. O. & T. P. Ry. Co., 18 I. C. C., 464.

Railroads cannot exist unless rates are established which will yield a fair return upon their property. In fixing rates regard must be had for all roads and no particular one.

Cited: National Hay Asso. v. M. C. R. R. Co., 19 I. C. C., 39-47.

Rates on hay and the comparison with grain.

Quoted: Advance in Rates, Eastern Case, 20 I. C. C., 261.

It is plain that until there be fixed, either by legislative enactment or judicial interpretation, some definite basis for the valuation of railroad property and some limit up to which that property shall be allowed to earn upon that valuation, there can be no exact determination of these questions. In the absence of such a standard the tribunal, whether court or commission, which is called upon to consider this matter, can only rely upon the exercise of its best judgment.

Quoted further: Advance in Rates, Eastern Case, 20 I. C. C., 269.

Financial condition of Lake Shore & Michigan So. Ry. Co.

Cited: Com. Club of Superior, Wis., v. G. N. Ry. Co., 24 I. C. C., 102.

The interests of all lines must be considered, and not alone those of the line that can handle the traffic with the least cost.

Proposed Bond Issue of the New York Central & Hudson River R. R. Co.,
30 I. C. C., 147.

Proprietary Asso. of America v. N. Y. C. & H. R. R. Co., 26 I. C. C., 318.

Protection of Potato Shipments in Winter, 26 I. C. C., 681.

See *In re Protection of Potato Shipments in Winter*.

Protection of Potato Shipments in Winter, 29 I. C. C., 504.

See *In re Protection of Potato Shipments in Winter*.

Providence & Springfield 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.*

Providence & Stonington 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.*

Providence & Worcester R. R. Co., Providence Coal Co. v., 1 I. C. C., 107.

See *Providence Coal Co. v. Providence & Worcester R. R. Co.*

Providence Coal Co. v. Providence & Worcester R. R. Co., 1 I. C. C., 107.

Cited and quoted: *Thurber et al. v. N. Y. C. & H. R. R. Co. et al.*,
3 I. C. C., 508.

The offer of a certain reduction in rate to large consumers, where the quantity specified is so large that only one shipper at a place can avail himself of the rate, will result in unjust discrimination, though the offer be open to everyone alike.

Cited: *R. R. Com. of Geo. v. Clyde Steamship Co.*, 5 I. C. C., 379.

Section 2 of our Act would forbid a contract that prescribed a lesser rate to a certain shipper in consideration of a certain guaranteed minimum.

Quoted: *Planters' Compress Co. v. C., C. & St. L. Ry. Co.*, 11 I. C. C., 403.

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

"A discrimination which should so limit the offer that a part of those who could and might desire to accept it would be excluded from its benefits, would for that very reason be unjust and indefensible."

Public Service Commission of Washington v. N. P. R. Co., 23 I. C. C., 256.

Affirmed: *Public Service Commission of Washington v. N. P. R. Co.*,
26 I. C. C., 272.

Rehearing denied and order entered in accordance with former views announced.

Cited: Buffalo, Rochester & Pitts. Ry. v. Penn. Co., 29 I. C. C., 119.

Dissenting opinion. Is it unlawful discrimination for a carrier to refuse another carrier the use of its terminals on equal terms with other lines using them?

Limited: Seattle Chamber of Com. v. G. N. Ry. Co., 30 I. C. C., 690.

While cited case, in so far as it is of general application, sanctions the principle that a terminal road is entitled on competitive business to something above the flat rate when the line haul is given to a competitor, it does not hold as an inflexible rule of law that there is an obligation on the Commission, assuming it to be possible, to prohibit in all cases the absorption by competitor roads of the charge which the terminal road has established for the interchange movement.

Public Service Commission of Washington v. N. P. R. Co., 26 I. C. C., 272.

Cited: Buffalo, Rochester & Pitts. v. Penn. Co., 29 I. C. C., 119.

Dissenting opinion.

Is a carrier guilty of an unlawful discrimination where it opens its terminals to one connecting carrier at terms lower than what it will permit another carrier to use them?

Publication of Export Tariffs, In re, Order, 1 I. C. C., 658.

Publication of Joint Tariffs, In re, Order, 1 I. C. C., 5.

Pueblo Commerce Club v. Atchison, Topeka & Santa Fe Ry. Co. et al., 21 I. C. C., 679.

Pueblo Transportation Asso. v. Southern Pacific Company, 14 I. C. C., 82.

Puget Sound Iron & Steel Works v. C., R. I. & P. R. Co. (U. R. A-249), 27 I. C. C., 728.

Pullman Co. et al., Loftus, George S., v., 18 I. C. C., 135.

See Loftus v. Pullman Co.

Pullman Co. et al., Loftus, Geo. S., v., 19 I. C. C., 102.

Pullman Co. et al., Loftus, George S., v., 20 I. C. C., 21.

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

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

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

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

Pullman Co., Transportation Committee of Manufacturers' Club of Buffalo v., 18 I. C. C., 614.

Pulp & Paper Mnfrs.' Asso. v. C., M. & St. P. R. Co., 27 I. C. C., 83.

Rates on pulp wood declared unreasonable from Minnesota to Wisconsin and Michigan and reduced rates as maximum rates to be observed in the future.

Frederick M. Alger v. Duluth & Northern Minnesota R. R. Co.
D. C., D., Minn., 5th Div. Feb. 17, 1915.
Dismissed on motion of petitioner.

Followed: Duluth Log Rates, 29 I. C. C., 421, 422, 423.
Rates on pulp wood fixed in cited case applied here.

Cited: Currey & Whyte Co. v. D. & I. R. R. R. Co., 30 I. C. C., 2, 3, 4, 9, 10, 13, 14.

Rates on pulp wood from points in Minnesota to Duluth applied as parts of the rates for through transportation to points in Wisconsin and Michigan.

Pyle, James & Sons v. East Tennessee, Virginia & Georgia Ry. Co., 1 I. C. C., 465.

Quoted: H. & H. Bates, Jr., v. Penn. R. Co. et al., 3 I. C. C., 447.
"Classification is but a means of arriving at a rate."

Cited: F. Schumacher Milling Co. v. C., R. I. & P. R. Co., 6 I. C. C., 67.

Occasional inequalities of rate, and slight and occasional differences in the rates charged would not prove that the whole system is wrong and that when comparison is attempted to be made of classifications and rates, different conditions of transportation cannot be ignored.

Cited: Investigation and Suspension Docket 76, 25 I. C. C., 459, 472.

One of the many embarrassments connected with the transportation of freight by railroads consists in the fact that there is such a lack of uniformity in the classifications of freight found in the different portions of the country.

In grouping articles together in a class for the purpose of fixing rates upon them several considerations are usually deemed by the carrier of a very controlling nature. Among these are bulk, space occupied, value, hazardous and extra hazardous freight, liability to waste or injury in transit, weight or the like.

Pyro Art Club v. United States Express Co., 16 I. C. C., 37.

Q

- Quammen & Austad Lumber Co. v. Chicago Great Western R. R. Co. et al.**, 18 I. C. C., 599.
- Quammen & Austad Lumber Co. v. Chicago, Milwaukee & St. Paul Ry. Co. et al.**, 19 I. C. C., 110.
- Quartz Glass & Manufacturing Co. v. Pittsburg, Cincinnati & Chicago & St. Louis Ry. Co. et al.**, 18 I. C. C., 620.
- Queen Shoals Coal Co. v. C. & C. Ry. Co.**, 30 I. C. C., 531.
- Questions at Law, In re, Procedure Concerning**, 1 I. C. C., 224.
- Quimby v. Clyde Steamship Co.**, 12 I. C. C., 392.
- Quimby v. Main Central R. R. Co.**, 13 I. C. C., 246.
- Quimby v. M. C. R. R. Co. (1757)**, 29 I. C. C., 708.
- Quincy, Omaha & Kansas City Ry. Co. et al., Rees, S. C., v.**, 19 I. C. C., 606.

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- Racine-Sattley Co. v. Chicago, Milwaukee & St. Paul Ry. Co. et al.**, 16 I. C. C., 488.
- Racine-Sattley Co. v. Chicago, Milwaukee & St. Paul Ry. Co. et al.**, 18 I. C. C., 142.
- Racine-Sattley Co. v. Chicago, Milwaukee & St. Paul Ry. Co. et al.**, 19 I. C. C., 612.
- Racine-Sattley Co. v. Chicago, Milwaukee & St. Paul Ry. Co. et al.**, 21 I. C. C., 164.
- Radinsky, Abraham D., v. Colorado & Southern Ry. Co. et al.**, 17 I. C. C., 627.
- Radinsky, Abraham D., v. C. & S. R. Co.**, 22 I. C. C., 661.
- Radinsky, Abraham D., v. C. & S. R. Co.**, 22 I. C. C., 666.
- Radinsky, A. D., v. Oregon Short Line R. R. Co. et al.**, 21 I. C. C., 243.
- Rahway Valley R. R. Co., Dela., Lackawanna & Western R. R. Co. v.**, 14 I. C. C., 191.

Carrier ordered to establish a switch connection at Summit, N. J., with complainant short line, upon application of such short line.

Delaware, Lackawanna & Western R. R. Co. v. Interstate Commerce Commission.

166 Fed., 498. October 22, 1908. (22d Ann. Rep., 63.)

C. C. S. D. N. Y. Per curiam.

Commission's order held to be invalid on the ground that the Commission has authority to order the establishment of a switch connection with a lateral branch line of railroad only upon application of a shipper.

Interstate Commerce Commission v. Delaware, Lackawanna & Western R. R. Co.

216 U. S., 531. March 7, 1910. Holmes, J.

Commission's order held to be invalid on the ground stated by the lower court.

Delaware, Lackawanna & Western R. R. Co. v. Interstate Commerce Commission.

Not reported. May 25, 1911. (See 25th Ann. Rep., 208.)

Commerce Court No. 28.

Commission's order held invalid and its enforcement permanently enjoined in accordance with mandate of Supreme Court.

Rail & River Coal Co. v. B. & O. R. R. Co., 14 I. C. C., 86.

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 "railway fuel cars," and "private cars" against the quota of the mines receiving such cars.

Baltimore & Ohio R. R. Co. v. Interstate Commerce Commission.

Not reported. December 14, 1908.

C. C. D. Md.

After denying a preliminary injunction against the enforcement of the Commission's order, the circuit court, being divided in opinion on the merits of the case, certified the case, undecided, to the Supreme Court.

Baltimore & Ohio R. R. Co. v. Interstate Commerce Commission.

215 U. S., 216. December 6, 1909. Fuller, C. J.

Case remanded to circuit court without decision, on the ground that a whole case can not be certified to the Supreme Court.

Cited: Wholesale Fruit & Produce Asso. v. A., T. & S. F. Ry. Co., 14 I. C. C., 421.

Cited: Hillsdale Coal & Coke Co. v. P. R. R. Co., 19 I. C. C., 358.

The power of the Commission to prescribe the basis upon which the rating of coal mines should be made for the purpose of determining the distribution of coal cars announced.

Cited: In re Irregularities in Mine Ratings, 25 I. C. C., 291.

The method of rating mines based upon a combination of their physical and commercial capacities more closely approximates their actual requirements than a system based only upon physical capacity.

Quoted: McCaa Coal Co. v. C. & C. Ry. Co., 30 I. C. C., 532.

"It seems to be rationally and logically a question of fact to be determined according to the circumstances and conditions existing in each particular case."

Rail and Water Carriers Operating in Alaska, Jurisdiction Over, In re, 19 I. C. C., 81.

See In re Jurisdiction Over Rail and Water Carriers Operating in Alaska.

Railroad and Warehouse Commissioners of the State of Minnesota, Interveners in Chicago Live Stock Ex. v. Chicago Great Western Ry. Co., 10 I. C. C., 428.

See Chicago Live Stock Exchange v. Chicago Great Western Ry. Co.

Railroad and Warehouse Commission of Minnesota, 29 I. C. C., 45.
R. R. Commission of Alabama v. Louisville & Nashville R. R. Co. et al., 19 I. C. C., 460.

See Morgan Grain Co. v. A. C. L. R. R. Co.

Railroad Commission of the State of Arkansas v. M. & N. A. R. R. Co., 30 I. C. C., 488.

R. R. Commission of the State of Arkansas v. St. Louis & North Arkansas R. R. Co., 12 I. C. C., 233.

Cited: Coffeyville Brick & Tile Co. v. St. L. & San F. R. Co., 12 I. C. C., 499.

That the through fare should not exceed the sum of the locals is a rule that has exceptions, and when circumstances of particular case warrant, it has been several times held with respect to passenger fares that the through charge might exceed the combination of locals.

Cited: R. R. Com. of Arkansas v. M. & N. A. R. R. Co., 30 I. C. C., 489.

A charge of 80 cents for distance of 12.37 miles, from Seligman, Mo., to Beaver, Ark., complained of in cited case, the rate from Beaver to Eureka Springs being then, as now, 3 cents a mile.

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

R. R. Com'rs of the State of Florida v. A. C. L. R. R. Co., 28 I. C. C., 356.

R. R. Com. of Fla. v. Cincinnati, New Orleans & Texas Pacific Ry. Co.,
5 I. C. C., 324.

See *R. R. Com. of Ga. v. Clyde S. S. Co.*

R. R. Com. of Fla. v. Savannah, Fla. & Western Ry. Co., 5 I. C. C., 13.

Carriers ordered to reduce to a specified amount their rates on oranges and lemons from Florida to New York City and other eastern points, on the ground that the existing rates are unreasonable. Reparation awarded.

Florida Fruit Exchange v. Savannah, Florida & Western Ry. Co.

4 I. C. Rep., 400. December 1, 1892.

C. C. N. D. Fla. Swayne, J.

Commission's order held to be valid.

Savannah, Florida & Western Ry. Co. v. Florida Fruit Exchange.

4 I. C. Rep., 589. May 29, 1894.

C. C. A., 5th Cir. Per curiam.

Commission's order held to be valid.

Savannah, Florida & Western Ry. Co. v. Florida Fruit Exchange.

167 U. S., 512. May 24, 1897. Brewer, J.

Following *I. C. C. v. C., N. O. & T. P. Ry. Co.* (167 U. S., 479).
Commission's order held to be invalid, on the ground that the Commission is without power to fix rates.

Cited: *Chas. P. Perry v. Fl. Cen. & Penins. Ry. Co.,* 5 I. C. C., 119.

Cited: *Cattle Raisers' Asso. v. Ft. Worth & D. C. R. Co.,* 7 I. C. C., 554.

Where claim for reparation is made in a complaint of unreasonable rates, the burden is on the complainant to show facts connected with the claim, particularly dates, quantities, points of shipment and destination, transportation lines, and charges collected, and when in such cases these facts have not been sufficiently brought out to enable the Commission to justly determine what reparation is due to the complainant in consequence of charges found unreasonable, it will decline to award reparation.

Cited: *R. R. Com. of Fla. v. Savannah, Fla. & W. Ry. Co.,* 5 I. C. C., 136.
Application for rehearing denied.

Cited: *Ind. R. Ass'ns Tit've & Oil City v. W. N. Y. & P. R. Co.,* 5 I. C. C., 458.

It did not appear that the failure to give notice of the abrogation of a rate for the required time was willful, or that in consequence thereof any injury has been sustained by any shipper or other person.

Cited: P. H. Loud, Jr., v. So. Car. Ry. Co., 5 I. C. C., 541.

Quoted: B'd of T'd of Troy, Ala., v. Ala. Mid. Ry. Co., 6 I. C. C., 22.

Cited: Warren-Ehret Co. v. Central R. of N. J., 8 I. C. C., 604.

"The complainant has no interest in the division the defendants may make between themselves of a through rate 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."

Quoted: The Nat. Hay Asso. v. L. S. & M. S. R. Co., 9 I. C. C., 305.

"Carriers making an advance in rates should be able to present a satisfactory justification of such advance, particularly when the old rates have been of many years' standing and the advance is great and the traffic affected is of large and constantly increasing volume and of vital importance to a large section of country.

Cited: Fla. Frt. & Veg. Shprs.' Prot. Asso. v. A. C. L. R. R. Co., 14 I. C. C., 483, 493.

Rates on oranges from Jacksonville, Fla., to New York City. Increase of 5 cents per box justified.

R. R. Com. of Fla. v. Savannah, Fla. & Western Ry. Co., 5 I. C. C., 136.

R. R. Commission of Florida v. S. A. L. R. Co., 22 I. C. C., 11.

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

R. R. Com's of the State of Florida v. Southern Express Co., 28 I. C. C., 634.

R. R. Commission of Georgia 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.

R. R. Com. of Ga. v. Clyde Steamship Co., 5 I. C. C., 324, 326.

See R. R. Com. of Ga. v. Ocean Steamship Co.; Trammell v. Clyde Steamship Co.

Cited and followed: Mer. Union of Spokane Falls v. N. P. R. Co., 5 I. C. C., 502.

Cited: Board of Trade of Chattanooga v. E. T., V. & G. Ry. Co., 5 I. C. C., 547, 566.

Construction placed on 4th Section.

Cited and affirmed: Gerke Brew. Co. v. L. & N. R. Co., 5 I. C. C., 596, 604, 605, 607, 609.

Cited: Re Alleged Violations of Fourth Section, 7 I. C. C., 64.

Cited: City of Spokane v. N. P. Ry. Co., 21 I. C. C., 406.

Competition with carriers not subject to the statute is based upon natural causes and plain conditions, but the legitimate force of competition with carriers subject to the Act depends upon compliance with the law by each of the competitors and the special circumstances and primarily indefinite conditions in each particular case.

Cited: James & Abbott v. C. P. Ry. Co., 5 I. C. C., 629.

Division of rates to be determined by carriers.

Quoted: B'd of Tr'd of Troy, Ala., v. Ala. Mid. Ry. Co., 6 I. C. C., 6.

The total charge is only matter of interest to regulating authority—how this rate is made, whether by combination of locals of the two or more lines over which it moves is not material.

Quoted: B'd of Tr'd of Troy, Ala., v. Ala. Mid. Ry. Co., 6 I. C. C., 8.

"The receipt successively by two or more carriers for transportation of traffic shipped under through bills for continuous carriage over their lines is assent to a common arrangement for such continuous carriage or shipment, and previous formal arrangement between them is not necessary to bring such transportation under the terms of the law."

Quoted: Through Routes and Through Rates, 12 I. C. C., 169.

"The total rate or charge for a through carriage over two or more lines, whether made by the addition of established locals, or of through and local rates, or upon a less proportionate basis, is the through rate that is subject to scrutiny by the regulating authority. * * * Where two or more roads forming a continuous connecting line between points in different States bill and carry interstate traffic through to certain station on the last road forming such line, neither the roads together, nor any one of them can evade the obligations of the Act to regulate commerce by declaring that as to such traffic it is a local carrier."

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, have been several times passed on and must be considered as settled.

Cited: H. W. Behlmer v. Memphis & Charleston R. Co., 6 I. C. C., 263, 264.

Fourth Section construction. The competition of markets or of carrying lines subject to regulation under the Act does not justify carriers 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.

R. R. Com. of Ga. v. Louisville & Nashville R. R. Co., 5 I. C. C., 326.

See *R. R. Com. of Ga. v. Clyde S. S. Co.*

R. R. Com. of Ga. v. Ocean Steamship Co., 5 I. C. C., 324.

See *R. R. Com. of Ga. v. Clyde Steamship Co.*; *Trammel v. Clyde Steamship Co.*

Quoted: *Fewell v. Richmond & D. R. Co.*, 7 I. C. C., 373.

"To determine the force and effect of such market competition involves the consideration of commercial questions peculiar to the business of shippers, such as advantage of business location, comparative economy of production, comparative quality and market value of commodities, all of which are entirely disconnected from circumstances and conditions under which transportation is conducted."

R. R. Com. of Ga. v. Sou. Car. Ry. Co., 5 I. C. C., 325.

See *R. R. Com. of Ga. v. Clyde S. S. Co.*

R. R. Com. of Ga. v. Western & Atlantic R. R. Co., 5 I. C. C., 325.

See *R. R. Com. of Ga. v. Clyde S. S. Co.*

R. R. Com. of Indiana v. Kentucky & Indiana Bridge & R. R. Co., 14 I. C. C., 563.

Cited: *Mfrs.' & Mers.' Asso. v. A. & A. R. R. Co.*, 24 I. C. C., 333.

A bridge company filing its tariffs of rates with the Commission becomes a common carrier and such rates must be used in constructing through rates from the South to New Albany. The tariffs were withdrawn after this decision.

R. R. Commission of Indiana v. Southern Indiana R. R. Co. et al., 17 I. C. C., 603.

R. R. Commission of Indiana v. W. R. Co., 23 I. C. C., 195.

See *Indianapolis Freight Bureau v. C., C. & St. L. Ry. Co.*

R. R. Com'rs of the State of Iowa v. A. E. R. R. Co., 28 I. C. C., 193, 553.

Railroad Com'rs of Iowa v. A., T. & S. F. R. Co. (U. R. A-222), 27 I. C. C., 724.

R. R. Commissioners of Iowa v. C., R. I. & P. Ry. Co., 29 I. C. C., 396.

R. R. Commission of Iowa v. Illinois Central R. R. Co. et al., 20 I. C. C., 181.

Cited: East Dubuque Supply Co. v. I. C. R. R. Co., 28 I. C. C., 426.

The bridge fare of 30 cents for passengers across the Dubuque bridge approved in cited case.

Quoted: Norman Lumber Co. v. L. & N. R. R. C., 29 I. C. C., 570.

A bridge is such an expensive structure that a constructive mileage is added to the carrier's haul for which an additional charge may be exacted. A mile of bridge haul may not be simply counted as a mile of carrier's track.

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

R. R. Commissioners of Kansas v. A., T. & S. F. R. Co., 22 I. C. C., 407.

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 Pennsylvania 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 Pennsylvania at Baltimore and Philadelphia which the other lines are unable to control, and under these circumstances it is lawful if they participate in the movement of traffic to and from Philadelphia and Baltimore under competitive rates even though at the time they maintain higher rates to and from New York.

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

While the comparisons of rates and distances might suggest that either one rate was too high or the other too low, the difference does not necessarily connote undue prejudice.

Quoted: Gottron Bros. Co. v. G. & W. R. R. Co., 28 I. C. C., 43.

Cited: German Kali Works v. A., T. & S. F. Ry. Co., 28 I. C. C., 225.

The salt traffic described. While low rates have been maintained in the past under stress of competition, and are in some cases still maintained, and while if a carrier maintains a lower rate in favor of one locality it may be required to accord equal rates to another locality, the present rate not held inherently unreasonable.

R. R. Commissioners of Kansas v. M. P. R. Co., 22 I. C. C., 24.

R. R. Commission of Kentucky v. Louisville & Nashville R. R. Co., 10 I. C. C., 173.

Cited: Re Transportation, etc., of Fruit, 10 I. C. C., 374.

Cited: Cattle Raisers' Asso. v. C., B. & Q. R. Co., 11 I. C. C., 293.

Cited: Fred G. Clark Co. v. Lake Shore & M. S. R. Co., 11 I. C. C., 576.

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

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

It has been held that a railway may provide facilities for receiving and delivering live stock by the making of an exclusive contract with one of two or more stock yards operating at the same point.

Cited: Enterprise Trans. Co. v. Penn. R. Co., 12 I. C. C., 331.

At common law, the establishment of through routes and joint rates between different carriers was entirely a matter of contract. The original Act in no respect modified the common law.

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 ordinarily be such that the prejudice arising out of it against one party is a source of advantage to the other alleged to be favored.

R. R. Com. of Kentucky v. Louisville & Nashville R. R. Co., 13 I. C. C., 300.

R. R. Commission of Louisiana v. St. L. S. W. R. Co., 23 I. C. C., 31.

Carriers ordered to reduce to a specified amount their class rates from Shreveport, La., to certain Texas points on the ground that such interstate rates are unreasonable and unjustly discriminatory as compared with lower State rates from Dallas, Houston, and other cities in Texas to such Texas points. Carriers further ordered to grant at Shreveport certain concentration privileges relating to interstate cotton so long as similar privileges relating to State cotton are granted at Texas points.

Houston, East & West Texas Ry. Co. v. United States.

205 Fed., 391; 1 Com. Ct., 653. April 25, 1913.

Commerce Court No. 67.* Knapp, J.

*Record transferred to District Court for the Southern District of Texas upon dissolution of Commerce Court.

Commission's order held to be valid.

Houston, East & West Texas Ry. Co. v. United States.

234 U. S., 342. June 8, 1914. Hughes, J.

Decree of Commerce Court affirmed and Commission's order held to be valid.

Distinguished: Investigation of Alleged Unreasonable Rates on Meat. 23 I. C. C., 664.

Fort Worth and Oklahoma draw their cattle very largely from Texas points. Fort Worth pays the Texas commission scale, while Oklahoma City must pay the interstate rate established by the Commission's mileage scale. Since these rates exceed the rates of the Texas Commission, it is undoubtedly true that packing-houses at Oklahoma City do suffer a disadvantage. It is insisted on authority of cited case that this discrimination should be removed. It appears, however, that the Texas rates were prescribed long before there was a packing-house either at Fort Worth or Oklahoma City and were not made with any intent to discriminate in favor of the Texas industry. The discrimination which now results is therefore not undue.

Followed: Loeb v. T. & P. Ry. Co., 24 I. C. C., 305.

In cited case it was held that the Texas & Pacific rate on any commodity from Shreveport into Texas should not exceed the contemporaneous charge for the carriage of that commodity from Dallas toward Shreveport for an equal distance.

Cited: Southwestern Shippers' Asso. v. A., T. & S. F. Ry. Co., 24 I. C. C., 587.

The Texas Commission named a first-class rate of 80 cents for 245 miles, which was approved as reasonable by the Commission in the cited case.

Cited: Investigation and Suspension Docket 89, 25 I. C. C., 684.

Cited: Keogh v. M., St. P. & S. Ste. M. Ry. Co., 26 I. C. C., 76.

Cited: Cement Rates from Penn. to N. J Points, 26 I. C. C., 688.

Cited: Wickwire Steel Co. v. N. Y. C. & H. R. R. R. Co., 27 I. C. C., 172.

Cited: Pacific Coast Gypsum Co. v. O.-W. R. R. & N. Co., 30 I. C. C., 139.

Quoted: Trier v. C., St. P., M. & O. Ry. Co., 30 I. C. C., 355.

Cited: Hans Rees' Sons v. So. Ry. Co., 30 I. C. C., 586.

Carriers can not unjustly discriminate against interstate in favor of intrastate traffic, though the lower rates were established by a State in the exercise of its lawful powers.

Railroad Com. of Louisiana v. T. & P. Ry. Co. (U. R. A-311), 28 I. C. C., 729.

R. R. Commissioners of Montana v. C., B. & Q. R. Co., 25 I. C. C., 371.

R. R. Com'rs of Montana v. D. & R. G. R. Co., 27 I. C. C., 522.

Railroad Com. of Montana, in Behalf of Conrad Mercantile Co., v. Great N. Exp. Co. (5199), 28 I. C. C., 714.

Railroad Com'rs of Montana v. G. N. R. Co. (U. R. A-124), 27 I. C. C., 710.

R. R. Commission of Montana v. N. P. R. Co., 26 I. C. C., 4907.

R. R. Commissioners of Montana in Behalf of Frank Campbell, 26 I. C. C., 482.

Railroad 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.

R. R. Commissioners of Montana, in Behalf of Olmsted-Stevenson Co., v. O. S. L. R. Co., 26 I. C. C., 714.

Ry. Commission of Nebr. v. C., B. & Q. R. Co., 23 I. C. C., 121.

See also *Nebr. State Ry. Com. v. C., B. & Q. R. R. Co.*

Cited: *R. R. Com. of Mont. v. D. & R. G. R. R. Co.*, 27 I. C. C., 524.

Coal rates from Walsenburg district in Colorado to various points in Nebraska yielding earnings of from 6.83 mills to 9.14 mills per-ton-per-mile considered in cited case and were found not unreasonable. Operating conditions in present case appear to be very similar to those in cited case.

R. R. Commission of Nevada v. N. C. O. R., 22 I. C. C., 205.

R. R. Commission of Nevada v. Southern Pacific Co. et al., 19 I. C. C., 238.

Carriers ordered to reduce to a specified amount their class rates from eastern defined territory to Reno and other Nevada points on the ground that the existing rates are unreasonable as compared with lower rates for the longer haul to Pacific coast points.

Southern Pacific Co. v. Interstate Commerce Commission.
C. C. N. D. Cal.

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

Southern Pacific Co. v. Interstate Commerce Commission.

Not reported. April 18, 1912.

Commerce Court No. 33.

Case dismissed without opinion.

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

191 Fed. 856. November 14, 1911.

Commerce Court No. 50. Mack, J.

Section 4 of the act as amended June 18, 1910, held to be constitutional, but enforcement of Commission's order 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.

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

Not reported. December 9, 1911.

Commerce Court No. 50.

Enforcement of Commission's order permanently enjoined for the reasons stated upon the issuance of the temporary injunction. No written opinion.

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

234 U. S. 476. 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.

Cited: City of Spokane v. N. P. Ry. Co., 19 I. C. C., 171.

The rates to Spokane were reduced not because the revenue of the carriers appeared excessive.

Cited: Maricopa Co. Com. Club v. S. F., P. & P. Ry. Co., 19 I. C. C., 258.

The Carriers should extend to Phoenix as to Reno a reasonable list of commodity rates.

Cited: Traffic Bu of Merchants' Ex. v. S. P. Co., 19 I. C. C., 262.
"Seger Affidavit."

Cited: Portland Chamber of Com. v. O. R. R. & N. Co., 19 I. C. C., 284.

The Commission will proceed with great caution when large rate fabric is to be readjusted.

Cited: Goerras Cooperage Co. v. C., M. & St. P. Ry. Co., 21 I. C. C., 7.

Class D rate of \$1.00 from points in group D (which includes Milwaukee) to Reno was found unreasonable and reduced to 89 cents.

Cited: Goerras Cooperage Co. v. C., M. & St. P. Ry. Co., 21 I. C. C., 331.

Supplemental order as to commodity rates.

Cited: City of Spokane v. N. P. Ry. Co., 21 I. C. C., 417.

Transcontinental rates are influenced by water competition.

Cited: Corporation Com. of Okla. v. A. & S. Ry. Co., 23 I. C. C., 696.

Relative percentages existing in class rates prescribed from Buffalo-Pittsburg to Arizona in cited case used as basis in present case.

Cited: Southwestern Shippers' Traffic Asso. v. A., T. & S. F. Ry. Co., 24 I. C. C., 584.

First class rate of \$2.50 from Missouri River to Reno, a distance of about 1,600 miles, and to Winnemucca, a distance of 1,400 miles, the rate was made \$2.38 in cited case.

Cited: Pacific Creamery Co. v. So. Pac. Co., 26 I. C. C., 579.

Affirmed: Transcontinental Rates from Group F, 28 I. C. C., 1.

The proposed readjustment of group F, with respect to class traffic to and from south Pacific coast terminals and to and from the southwestern intermountain territory not found to be justified and former grouping maintained.

Cited: Iowa St. B'd R. R. Com. v. A. E. R. R. Co., 28 I. C. C., 197.

In cited case the same rates were established to Reno from Chicago, Kansas City, St. Louis, Cincinnati and Pittsburg as were fixed to Spokane in the Spokane case.

R. R. Commission of Nevada v. Southern Pacific Ry. Co. et al., 21 I. C. C., 329.

See also Maricopa County Commercial Club v. S. F., P. & P. Ry. Co.

Cited: Long and Short Haul Docket 1243, 22 I. C. C., 373.

Cited: R. R. Com. of Nevada v. S. P. Co., 23 I. C. C., 456.

Cited: Pacific Creamery Co. v. S. P. Co., 26 I. C. C., 579.

Quoted: Thomas Iron Co. v. P. R. R. Co., 28 I. C. C., 609.

Fourth section relief by fixing a 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: Topeka Traffic Asso. v. A. & V. Ry. Co., 27 I. C. C., 436.

Quoted: Richmond Chamber of Com. v. S. A. L. Ry Co, 30 I. C. C., 559.

Rates must not only be reasonable but they must be non-discriminatory.

Cited: Transcontinental Rates from Group F, 28 I. C. C., 1.

Proposed rearrangement of one of groups adopted as basis for rates prescribed in cited case approved.

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

Rates in cited case prescribed from Atlantic seaboard to Reno and other Nevada points which were less than the Mississippi combinations.

R. R. Commission of Nevada v. S. P. Co., 23 I. C. C., 456.

R. R. Commission of Ohio v. Wheeling & Lake Erie R. R. Co., 12 I. C. C., 398.

See also **R. R. Commission of Ohio v. H. V. Ry. Co.**

R. R. Commission of Ohio v. Hocking Valley Ry. Co., 12 I. C. C., 398.

Cited: Powhatan Coal & Coke Co. v. N. & W. Ry. Co., 13 I. C. C., 81.

Cited and followed: Traer v. Chic. & Alton R. Co., 13 I. C. C., 452, 453, 454, 456, 458.

It is the duty of railroad companies to provide suitable vehicles of transportation and to offer their use impartially to all shippers. Unjust discrimination in the matter of car distribution is provided against by act to regulate commerce.

Quoted: Royal Coal & Coke Co. v. So. Ry. Co., 13 I. C. C., 447.

Cited and followed: Traer v. Chic. & Alton R. Co., 13 I. C. C., 452, 453, 454, 456, 458.

Reaffirmed: Rail & River Coal Co. v. B. & O. R. R. Co., 14 I. C. C., 86, 91.

Cited: Hillsdale Coal & Coke Co. v. P. R. R. Co., 19 I. C. C., 357.

The total of the foreign railway fuel cars, the private cars, and the system cars should be taken into consideration in determining the distribution. If the number of foreign railway fuel cars or of private or leased cars is less than the percentage or proportion of the company to which such cars are consigned or assigned, that company should be given all of the foreign railway fuel cars consigned to it and all of the private or leased cars belonging to it, and a sufficient number of system cars to make up its proportion. On the other hand, if the number of foreign railway fuel cars consigned to it and of private cars assigned to it is greater than its proportion, all such cars so consigned or assigned to it should be delivered to it and the available system cars should be divided among the other operators on the basis of a changed percentage because of the elimination of the company or companies to which the foreign railway fuel cars and private cars have been consigned, assigned, and delivered.

Quoted: Washer Grain Co. v. M. P. Ry. Co., 15 I. C. C., 157.

Every reason advanced by the Supreme Court (Texas Pacific Ry. Co. v. Abilene Cotton Oil Co., 204 U. S. 426) in support of the conclusion that the lower court had not original jurisdiction in rate matters appear to apply with equal force to our view that this Commission has original jurisdiction of questions of discriminatory practices prohibited by the act to regulate commerce.

R. R. Commission of Oregon v. Chicago & Alton R. R. Co., 12 I. C. C., 541.

R. R. Commission of Oregon v. Oregon R. R. & Navigation Co. et al, 20 I. C. C., 181.

R. R. Commission of Oregon v. O. R. & N. Co., 23 I. C. C., 151.

See *In re Transportation of Wool, Hides and Pelts*, etc.

R. R. Commission of Oregon v. O. R. & N. Co., 25 I. C. C., 185, 675.

See *In re Wool, Hides & Pelts*.

R. R. Commission of Oregon v. S. P. Co., 24 I. C. C., 273.

R. R. Commission of Oregon v. S. P. Co. (4793), 29 I. C. C., 710.

R. R. Commission of South Dakota v. C., M. & St. P. Ry. Co. (6098), 29 I. C. C., 713.

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

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 Lehigh Valley 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. of Connellsville v. B. & O. R. R. Co.** 27 I. C. C., 140.

Cited: **Memphis Frt. Bu. v. B. & O. R. R. Co.**, 28 I. C. C., 548.

Where joint or proportional rates were made by all the carriers leading to certain points of destination the Commission has power to put an end to discrimination as between points of origin by a reduction in the rate from a certain point that was discriminated against.

Distinguished: **R. R. Com. of Kansas v. A., T. & S. F. Ry. Co.**, 22 I. C. C., 416.

In cited case the lines beyond the Ohio River absolutely dominated the situation, and the discrimination would not exist except by their voluntary action.

Cited: **Chamber of Com., Newport News, v. S. Ry. Co.**, 23 I. C. C., 353.

Cited: **Galveston Com. Asso. v. A., T. & S. F. Ry. Co.**, 25 I. C. C., 227.

The fact that the rails of a carrier do not extend to a certain point cannot relieve it from responsibility for the effect of rates which it controls or in which it participates.

R. R. Commission of Texas v. Atchison, Topeka & Santa Fe Ry. Co. et al., 20 I. C. C., 463.

Cited: R. R. Com. of La. v. St. L., S. W. Ry. Co., 23 I. C. C., 37. (Shreveport Case.)

Cited: Southwestern Shippers' Traffic Asso. v. A., T. & S. F. Ry. Co., 24 I. C. C., 577.

The reduction of class rates from St. Louis to Texas points was sought in cited case.

Cited: Lumbermen's Ex. of St. L. v. A. & S. R. R. Co., 24 I. C. C., 227.

Railroads in the western section have not prospered to the same degree as in some other parts of the country.

Cited: Evens & Howard Fire Brick Co. v. St. L., I. M. & S. Ry. Co., 25 I. C. C., 145.

Cited: Colorado Mfrs.' Asso. v. A., T. & S. F. Ry. Co., 28 I. C. C., 89.

The advance in the class rates condemned and general advance in commodity rates from St. Louis to Texas common points sustained.

Cited: Investigation and Suspension Docket 106, 25 I. C. C., 301.

Cited: Western Fruit Jobbers' Asso. v. C., R. I. & P. Ry. Co., 27 I. C. C., 422.

Class A rates should be reduced from 85 to 79 cents from St. Louis to Texas common points.

Cited: Texas Common Point Case, 26 I. C. C., 530.

Average distance from St. Louis to the Texas common points found in cited case to be 800 miles.

Cited: Texarkana Frt. Bu. v. St. L., I. M. & S. Ry. Co., 28 I. C. C., 575.

Cited case held that defendant carriers seem not to have prospered as carriers in other parts of the country.

R. R. Commission of Wisconsin v. Chicago & North Western Ry. Co., 16 I. C. C., 85.

R. R. Commission of Wisconsin v. Chicago, Milwaukee & St. Paul Ry. Co., 16 I. C. C., 85.

R. R. Commissioners of Florida v. Seaboard Air Line Ry. et al., 16 I. C. C., 1.

R. R.-Telegraph Contracts, Re, 12 I. C. C., 10.

See In the Matter of R. R.-Telegraph Contracts.

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

Ry. Commission of Arizona v. E. P. & S. W. Co., 22 I. C. C., 670.

Ry. Commission of Arizona v. Wells, Fargo & Co., 20 I. C. C., 571.

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

Rainey v. Cleveland, Cincinnati, Chicago & St. Louis Ry. Co. (871), 12 I. C. C., 584.

Rainey & Rogers v. St. Louis & San Francisco R. R. Co., 18 I. C. C., 88.

Cited: Victor Mfg. Co. v. S. Ry. Co., 21 I. C. C., 228.

Rate of 95 cents from Carbon Hill, Ala., to New Albany, Miss., via Frisco line, a distance of 113 miles, yielding a per ton mile earnings of 8.4 miles.

Raleigh & Augusta Air Line, Wil. Tariff Asso. of Wil., N. C., v., 9 I. C. C., 118.

See Wilmington Tariff Asso. v. C. P. & V. R. R. Co.

Raleigh & Gaston 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.

Ralston Purina Co. v. Mobile & Ohio R. R. Co. et al., 20 I. C. C., 671.

Ralston Townsite Co. v. M. P. R. Co., 22 I. C. C., 354.

Ramsey & Co. v. R. G. & E. P. R. R. Co. (U. R. A-355), 28 I. C. C., 734.

Ramsey-Wheeler Co. v. S. A. L. Ry. (U. R. A-541), 29 I. C. C., 735.

Randolph Lumber Co. v. Seaboard Air Line Ry., 13 I. C. C., 601.

Cited: Appalachia Lumber Co. v. L. & N. R. R. Co., 25 I. C. C., 195.

The through rate should be less than the combination of the intermediate rates.

Randolph Lumber Co. v. Seaboard Air Line Ry., 14 I. C. C. 338.

Rapid City, Black Hills & Western R. R. Co., Dakota & Western Ry. Co. v. (U. R. A-646), 30 I. C. C., 730.

Rassman, F., v. Chicago, Milwaukee & St. Paul Ry. Co. et al., 20 I. C. C., 666.

Rates & Practices of the Mobile & Ohio R. R. Co. in the Transportation of Grain to Vicksburg, Miss., Shipped From or Through St. Louis, Mo., and East St. Louis, Ill., Re, 9 I. C. C., 373.

Rates Between Memphis & Points in Arkansas, 11 I. C. C., 180.

Rates Charged by the Alabama Great Southern Ry. Co., 7 I. C. C., 354.

Rates From St. Louis to Texas Common Points, Re, 11 I. C. C., 238.

Cited: China & Japan Trading Co. v. Ga. R. Co., 12 I. C. C., 241.

If, after giving due weight to the matter of how the rate was raised and all other circumstances, we are still of the opinion that the rate in effect is not too high, the mere fact that it was the product of an unlawful combination will not justify us in setting it aside.

Cited: Burgess v. Transcontinental Ft. Bureau, 13 I. C. C., 677.

Cited: Advance in Rates, Eastern Case, 20 I. C. C., 276.

Cost of operation increasing is not necessarily a justification for advance in rates, where it also appears that the traffic has increased and methods of handling have improved bringing about greater efficiency.

Cited: R. R. Com. of Texas v. A., T. & S. F. Ry. Co., 20 I. C. C., 464.

While the advance in rates on the whole seemed to be without justification this did not appear with sufficient certainty to warrant the Commission in ordering the old rates to be restored.

Rates From the Walesenburg Coal Field, 26 I. C. C., 85.

See In re Advances on Coal From Walesenburg Coal Field.

Rates on Asphalt & Asphaltum, 26 I. C. C., 614.

Rates on Canteloupes & Potatoes From Ruston, La., 26 I. C. C., 101.

Rates on Cartridge Shells to Missouri River and Beyond (U. R. A-262), 27 I. C. C., 730.

Rates on Cement, Paving or Roofing, 26 I. C. C., 111.

Rates on Cement From Pennsylvania to New Jersey, 26 I. C. C., 697.

See In re Advances on Cement.

Rates, Class & Commodity From Western Points, 26 I. C. C., 51.

Rates on Clay Products From Brickland, New Mexico, 26 I. C. C., 51.

Rates on Coal to Clinton, Iowa, 26 I. C. C., 179.

See In re Advances on Coal to Clinton, Iowa.

Rates on Coal to Davenport, Iowa, 26 I. C. C., 140.

See In re Advances on Coal to Davenport, Iowa.

Rates on Coal From Iowa to the Dakotas, 26 I. C. C., 144.

Rates on Coal to Milwaukee & Other Wisconsin Points, 27 I. C. C., 223.

See In re Coal to Milwaukee & Other Wisconsin Points.

Rates on Common Brick to Canada, 26 I. C. C., 129.

Rates on Corn & Corn Products From Missouri River Points to Points in Washington, Oregon & California, 11 I. C. C., 212.

Cited: Howard Mills Co. v. Mo. Pac. Ry. Co., 12 I. C. C., 263.
Differential of 5 cents in favor of corn meal sustained.

Rates on Corn and Corn Products From Missouri River Points to Points in Texas, 11 I. C. C., 220.

Cited: Howard Mills Co. v. Mo. Pac. Ry. Co., 12 I. C. C., 263.
Differential of 5 cents in favor of corn meal sustained.

Cited: Kalmbach-Ford Co. v. K. C. S. Ry. Co., 26 I. C. C., 291.

The relative cost of transportation of corn and its products to the carrier is something in favor of a lower rate for the grain, which is usually carried in heavier carloads. The slightly higher value of the products would seem, too, to justify a rate something in advance of that charged on the raw material. That this is not material, however, is shown by fact that no differential is established in practically all the eastern and southern territory of the United States.

Rates on Corn & Corn Products From Missouri River Points to Points in Louisiana, 11 I. C. C., 227.

Quoted: Kalmbach-Ford Co. v. K. C. S. Ry. Co., 26 I. C. C., 291.

A reasonable differential between any raw material and the manufactured article is approved, but where the amount of labor and increased value and extra risk are so comparatively insignificant as upon grain whole and grain ground, it has not been found by the Commission that any very great extra freight charge was warranted by the needs of the carrier, as a protection to any industry, or justice to the consumer, and wherever the carrier has seen fit to waive its privileges of a slightly advanced rate for the carriage of the product and the rate on the raw material was reasonably low, the Commission has not interfered with that discretion.

Rates on Corn Milled at Oneonta, N. Y., 27 I. C. C., 367.

Rates on Cottonseed From Oklahoma to Little Rock, Ark., 26 I. C. C., 211.

Rates on Cotton Seed Hulls, Houston and Beaumont, Texas, to New Orleans, La. (U. R. A-654), 30 I. C. C., 731.

- Rates on Edible Nuts From Louisiana**, 26 I. C. C., 213.
- Rates on Excelsior & Flax Tow From St. Paul, Minn.**, 26 I. C. C., 689.
- Rates on Fresh Meats & Packing House Products From Oklahoma City, Okla., & Other Points to Points in New Mexico**, 26 I. C. C., 154.
- Rates on Fuelwood & Sawdust & Shavings**, 26 I. C. C., 655.
- Rates on High Explosives (U. R. A-682)**, 30 I. C. C., 734.
- Rates on Horses & Mules From Kansas**, 26 I. C. C., 47.
- Rates on Import and Domestic Traffic, Report of Commission, February 28, 1903**, 9 I. C. C., 650.
- Rates on Linseed Oil**, 26 I. C. C., 265.
- See In re Advances on Linseed Oil.
- Rates on News Print Paper From Sault Ste. Marie, Ont.**, 26 I. C. C., 13.
- See In re Advances on News Print Paper From Sault Ste. Marie, Ont.
- Rates on Paper From Millinocket, Me.**, 26 I. C. C., 712.
- Rates on Phosphate Rock From Tennessee Points**, 26 I. C. C., 377.
- Rates on Plaster & Gypsum Rock**, 27 I. C. C., 67.
- Rates on Porch Work**, 26 I. C. C., 1.
- Rates on Potatoes in Winter**, 26 I. C. C., 681.
- Rates on Sand to Houston, Tex.**, 26 I. C. C., 677.
- Rates on Sashes, Doors & Blinds in Texas**, 26 I. C. C., 116.
- Rates on the Stony Fork Branch**, 26 I. C. C., 168.
- See In re Advances on Coal on Stony Fork Branch.
- Rates on Tin Cans & Other Commodities Between California & Points in Other States**, 27 I. C. C., 298.
- See In re Advances, Tin Cans & Other Commodities.
- Rates to North Carolina Points**, 29 I. C. C., 550.
- Rates, Practices, etc., of Carrier, In re**, 13 I. C. C., 123, 212.
- Rates, Practices, Accounts & Revenues of Carriers Subject to the Act**, 29 I. C. C., 508.
- Rau v. Pa. R. R. Co.**, 12 I. C. C., 199.

Raven Red Ash Coal Co. v. Norfolk & Western Ry. Co., 13 I. C. C., 230.

Rawson, William L., v. Newport News & Mississippi Valley Co., 3 I. C. C., 266.

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

Commission will not make an order where the unlawful practice complained of was abandoned by carrier before the proceedings were begun or before hearing.

Cited: Wm. H. Macloon v. Chic. & N. W. Ry. Co, 5 I. C. C., 94.

Quoted: Hillsdale Coal & Coke Co. v. P. R. R. Co., 19 I. C. C., 384.

The amendment to Section 16 removed the obstacle which was in the way of the Commission recommending reparation for past damages. The amendment, however, did not apply to pending proceedings.

Raworth, E. M., v. Northern Pacific R. R. Co., 5 I. C. C., 234.

Defendants ordered to discontinue their practice of charging higher rate for the shorter haul to Fargo, N. D., from San Francisco on sugar than for the longer haul to St. Paul, Minn. It was held that the higher rate to Fargo constitutes a violation of Section 4.

Interstate Commerce Commission v. Northern Pacific Ry. Co.

Not reported.

C. C. D. N. Dak.

Suit by Commission to enforce obedience to its order discontinued on account of adverse decision of the Supreme Court in other cases involving Section 4. (Senate Hearings, Committee on Interstate Commerce, 1904-5, vol 5, p. 330.)

Cited: Mer. Union of Spokane Falls v. N. P. R. Co., 5 I. C. C., 511.

Defense of Northern Pacific that it was not subject to jurisdiction of Commission by reason of certain charter provisions considered.

Quoted: Freight Bureau v. Cinn., N. O. & T. P. R. Co., 6 I. C. C., 238.

The law forbidding unjust discrimination "applies even in case where a departure from the 'long and short haul rule' of the statute is shown to be authorized, and the right, if established of making the greater charge for the shorter haul, does not justify a disparity in rates so great as to result in unjust discrimination."

Cited: Freight Bureau v. Cinn., N. O. & T. P. R. Co., 6 I. C. C., 245.

Cited: Com. Club of Omaha v. Chic., R. I. & P. Ry. Co., 6 I. C. C., 675.

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.

Cited: Kindel v. A., T. & S. F. R. Co., 8 I. C. C., 626.

Competition of roads not subject to act found not to exist at St. Paul, but that the competition was that of markets, which could not be considered. This last overruled by Supreme Court case.

See L. & N. R. R. Co. v. Behlmer, 175 U. S., 648.

Raymond, E. B., v. Chicago, Milwaukee & St. Paul Ry. Co., 1 I. C. C., 230.

Cited: In re the Chic., St. P. & Kansas City Ry. Co., 2 I. C. C., 266.

Relative rates. It is assumed in the act that persons and corporations, and localities are interested not only in the rates charged to them but in the rates which are charged to others also.

Cited: Mnfrs.' & Jobbers' Union of Mankato v. Minn. & St. L. Ry. Co., 4 I. C. C., 83.

Cited: Daniels v. Chic., R. I. & P. R. Co., 6 I. C. C., 477.

Cited: Page v. Delaware, L. & W. R. Co., 6 I. C. C., 557.

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 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.

Re Alleged Unlawful Discrimination, 11 I. C. C., 287.

Rea, W. R., v. Mobile & Ohio R. R. Co., 7 I. C. C., 43.

Cited: Consolidated Forwarding Co. v. Sou. Pac. Co., 9 I. C. C., 204.

Carriers are required to follow the instructions and directions given by shipper whenever practicable.

Cited: Johnson v. Chic., St. P., M. & O. R. Co., 9 I. C. C., 237.

The Commission has no power, if it were so disposed, to vary the requirements of the act in regard to publication of tariffs and under no circumstances could there be any excuse for a failure to post changes made in tariffs.

Rea-Patterson Milling Co. v. M., K. & T. Ry. Co. (U. R. A-653). 30 I. C. C., 731.

Rea-Patterson Milling Co. v. M. P. Ry. Co. (U. R. A-608). 30 I. C. C., 724.

Ream, Charles, v. S. P. Co., 25 I. C. C., 107.

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

Carriers ordered to reduce their class rates from Cincinnati, Ohio, to Chattanooga, Tenn., on the ground that existing rates are unreasonable. The reduced rates prescribed by the Commission were not as low as those contended for by the shippers.

Eagle White Lead Co. v. Interstate Commerce Commission.
C. C. S. D. Ohio.

Bill of shippers to annul Commission's order on the ground that the maximum rates fixed by said order are so much too high and extortionate as to violate the fifth amendment to the Federal Constitution, transferred to Commerce Court.

Eagle White Lead Co. v. Interstate Commerce Commission.
188 Fed. 256; 1 Com. Ct. 65. July 20, 1911.
Commerce Court No. 6. Carland, J.
Commission's order held to be valid and case dismissed on merits.

Eagle White Lead Co. v. Interstate Commerce Commission.
225 U. S. 302. June 7, 1912. White, C. J.

Held that Commerce Court has no jurisdiction of such a case as this, where the petitioner complains of a denial of relief at the hands of the Commission; but that such court has jurisdiction only of affirmative orders of the Commission.

Cited: City of Spokane v. N. P. Ry. Co., 21 I. C. C., 417.
Transcontinental rates are influenced by water competition.

Cited: Southwestern Shippers' Traffic Assn. v. A., T. & S. F. Ry. Co., 24 I. C. C., 586.

Cited: Fourth Section Violations in the Southeast, 30 I. C. C., 291.
A first-class rate of 70 cents for a distance of 336 miles from Cincinnati to Chattanooga, established as reasonable, and this rate is below the average in southern territory for the distance.

Cited: W. H. Edgar & Son v. L. & N. R. R. Co., 26 I. C. C., 181.
Fifth-class rate fixed at 38 cents per 100 pounds from Cincinnati to Chattanooga in cited case.

Cited: Coke Producers' Assn. of Connellsville v. B. & O. R. R. Co., 27 I. C. C., 150.

Rates cannot be fixed solely with a view to the short line or the line that can effect the transportation at the lowest cost.

Cited: Lagrange Chamber of Com. v. A. & W. P. R. R. Co., 28 I. C. C., 183.

The history of the adjustments, both with reference to the relation of rates from the various crossings and the lowering of the Atlanta rates from time to time referred to in cited case.

Cited: Atlanta Freight Bu. v. N., C. & St. L. Ry. Co., 29 I. C. C., 483.

The rate to Chattanooga from Cincinnati fixed in cited case being a reduction a similar reduction to points beyond like Atlanta not ordered in present case.

Quoted: Minneapolis Civic & Com. Asso. v. C., M. & St. P. Ry. Co., 30 I. C. C., 671.

A maxim of rate making is that rates should be such, if possible, as to move the traffic. To this end in the south it was found that the adjustment of rates from the east with those from the west into the common southern markets do not abnormally promote the movement of traffic from either section.

Receiverships of the St. Louis & San Francisco R. R. Co. and the Chicago & Eastern Illinois R. R. Co., 29 I. C. C., 139.

Reconsignment & Storage of Lumber & Shingles, 27 I. C. C., 451.

Reconsigning Case, The Detroit, 25 I. C. C., 392.

See Detroit Reconsigning Case.

Reconsignment Rules of the Chicago & North Western Ry. Co., 29 I. C. C., 620.

Record Oil Refining Co. et al. v. Midland Valley R. R. Co. et al., 19 I. C. C., 132.

Red Ash Coal Co. v. L. V. R. R. Co. (6276), 30 I. C. C., 714.

Red Bank Mills v. P. R. R. Co. (5861), 28 I. C. C., 719.

Red "C" Oil Manufacturing Co. v. A. & V. R. Co., 24 I. C. C., 542.

Red Cloud Mining Co. v. Southern Pacific Co., 9 I. C. C., 216.

Cited: City of Spokane v. N. P. Ry. Co., 21 I. C. C., 417.

The fact is that transcontinental rates are compelled by water competition.

Red River Oil Co. v. T. & P. R. Co., 23 I. C. C., 438.

Cited: The Tap Line Case, 23 I. C. C., 650.

Cited and reaffirmed: New Roads Oil Mill & Mfg. Co. v. St. L., I. M. & S. Ry. Co., 24 I. C. C., 168.

Penalty rates criticized.

Distinguished: May Bros. v. Yazoo & Miss. Valley R. R. Co., 26 I. C. C., 322.

In cited case the rates to competitive points were, prior to the increase, apparently satisfactory and presumably reasonable, and in present case there has been no increase in long established rates to bring about the system of gross and net rates.

Cited: Port Arthur B'd of Trade v. A. & S. Ry. Co., 27 I. C. C., 402.

It is not the province of the Commission or the carriers to adjust rates for the purpose of equalizing natural or commercial advantages.

Red River, Texas & Southern Ry. Co., Cattle Raisers' Asso. v., 11 I. C. C., 296.

See Cattle Raisers' Asso. v. M., K. & T. Ry. Co.

Red Rock Fuel Co. v. B. & O. R. R. Co., 11 I. C. C., 438.

Carrier ordered to cease denying to complainant a sidetrack connection between its line and the line of complainant while granting such facilities to other mines in the Fairmont, W. Va., district, on the ground that such denial constitutes an undue prejudice in violation of Section 3.

Red Rock Fuel Co. v. Baltimore & Ohio R. R. Co.

Not reported.

C. C. N. D. W. Va.

This case, it is understood, was never decided.

Red Wing Linseed Co. v. Chicago, Milwaukee & St. Paul Ry. Co., 15 I. C. C., 47.

Carriers ordered to reduce to a specified amount their rate on flaxseed from Britton, S. D., to Red Wing, Minn., on the ground that such rate was unreasonable. Reparation awarded.

Chicago, Milwaukee & St. Paul Ry. Co. v. Interstate Commerce Commission.

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

Chicago, Milwaukee & St. Paul Ry. Co. v. Interstate Commerce Commission.

Not reported. April 3, 1911.

Commerce Court No. 16.

Case dismissed on motion of petitioning carrier.

Red Wing Linseed Co. v. Chicago, Milwaukee & St. Paul Ry. Co., 17 I. C. C., 624.

- Red Wing Sewer Pipe Co. v. Missouri Pacific Ry. Co. et al.**, 20 I. C. C., 665.
- Red Wing Union Stoneware Co. v. Chicago, Milwaukee & St. Paul Ry. Co. et al.**, 18 I. C. C., 613.
- Reddick v. Michigan Central R. R. Co.** (1556), 14 I. C. C., 638.
- Reddick, Wm. A., v. Michigan Central R. R. Co.**, 16 I. C. C., 492.
- Reddick, William A., Michigan Central R. R. Co. et al.**, 18 I. C. C., 615.
- Redpath-Vawter Chatauqua System v. A., T. & S. F. R. Co.**, 22 I. C. C., 135.
- Reduced Rates on Return Shipments, In re**, 19 I. C. C., 409.
- See *In re Reduced Rates on Return Shipments*.
- Redwood Manufacturers' Co. v. Missouri Pacific Ry. Co. et al.**, 18 I. C. C., 612.
- Reed v. Chicago, Milwaukee & St. Paul Ry. Co.**, 14 I. C. C., 616.
- Reed, Wm. H., v. Oregon Railway & Navigation Co.**, 1 I. C. C., 325.
- Reeder, C. W., v. Chicago, Rock Island & Pacific Ry. Co. et al.**, 18 I. C. C., 608.
- Reeder, Walter, v. Northern Pacific R. R. Co.**, 6 I. C. C., 131.
- Rees, S. C., v. Quincy, Omaha & Kansas City R. R. Co. et al.**, 19 I. C. C., 606.
- Rees & Wagner v. St. L. & S. F. R. R. Co.** (U. R. A-358), 28 I. C. C., 735.
- Rees' Sons v. S. Ry. Co.**, 30 I. C. C., 585.
- Refrigeration Charges on Fruits & Vegetables**, 29 I. C. C., 653.
- Refrigeration Charges on the Kansas City Southern Ry.**, 26 I. C. C., 617.
- Refrigeration Despatch Co. of Santa Fe et al., California Fruit Growers Exchange v.**, 17 I. C. C., 404.
- Refuge Cotton Oil Co. v. St. L., I. M. & S. R. Co.**, 27 I. C. C., 117.
- Regulations Governing Sale of Commutation Tickets to School Children, In re**, 17 I. C. C., 144.
- Regulations Restricting the Dimensions of Baggage**, 26 I. C. C., 292.
- Rehberg, Amos & Co. v. Erie R. R. Co. et al.**, 17 I. C. C., 508.

Followed: Liberty Mills v. L. & N. R. R. Co., 23 I. C. C., 183.

The statute of limitations is not stopped in its running against a carrier which participates in a rate unless named in the complaint or until so named.

Rehberg, Amos & Co. v. Norfolk & Western Ry. Co. et al., 21 I. C. C., 685.

Reid & Sorlie v. G. N. Ry. Co. (U. R. A-517), 29 I. C. C., 732.

Reid, Murdoch & 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.*

Reinhardt Grain Co. v. A., T. & S. F. R. Co., 24 I. C. C., 710.

Reinhardt Grain Co. v. M. & N. & A. R. Co., 23 I. C. C., 718.

Reinhardt Grain Co. v. O. C. R. Co., 24 I. C. C., 715.

Reiter, Curtis & Hill v. New York, Susquehanna & Western R. R. Co., 19 I. C. C., 290.

Relative Rates Upon Export & Domestic Traffic in Grain & Grain Products, & of the Publication of Tariffs Relating to Such Traffic, Re, 8 I. C. C., 214.

Cited: *B'd of R. R. Com. v. Atchison, T. & S. F. R. Co.*, 8 I. C. C., 314.

The rule of the fourth section must in all cases be observed in the making of the competitive export rates.

Cited: *Re Tariffs on Export and Import Traffic*, 10 I. C. C., 63.

Where a through rate was named and a through bill of lading issued the inland carrier might publish either the total through rate or its inland division at its option.

Cited: *Planters' Compress Co. v. C., C. & St. L. R. Co.*, 11 I. C. C., 410.

The refusal of carriers to grant a lower rate on compress than on plantation cotton because the former loads about twice as heavy per car load, is not a violation of the act.

Cited: *Miller Walnut Co. v. A., T. & S. F. Ry. Co.*, 13 I. C. C., 44.

It has been held that there are competitive conditions existing at Kansas City which justify the carriers in making a lower rate from Kansas City to Galveston on export grain than is applied from Oklahoma.

Relative Tank & Barrel Rates on Oil, In re, 2 I. C. C., 365.

Cited: *Rice, Robinson & Witherop v. W. N. Y. & Penn. R. Co.*, 4 I. C. C., 154.

Cited: *George Rice v. Cinn., N. & B. R. R. Co. et al.*, 5 I. C. C., 200.

Cited: *Ind. R. Ass'ns, Tit've & Oil City, v. W. N. Y. & P. R. Co.*, 5 I. C. C., 429.

The practice of carriers charging freight on the barrels in which oil is shipped condemned, where rate is made on the oil contents and some oil moves in tanks at same rate.

Released Rates, In re, 13 I. C. C., 550.

Quoted: Pouchatoula Farmers' Asso. v. I. C. R. R. Co., 19 I. C. C., 520.

Rules and regulations which are misleading, unreasonable or incapable of literal enforcement in a court of law are mischievous and should be revised.

Distinguished: Shaffer & Co. v. C., R. I. & P. Ry. Co., 21 I. C. C., 12.

Cited: Investigation and Suspension Docket 76, 25 I. C. C., 608.

A bill of lading setting forth the value of the shipment agreed to by shipper although such value is less than actual or invoice value, is to be distinguished from a case where carrier's liability is limited by "notices" or provisions in a receipt or bill to which a shipper's attention is not particularly drawn and about which he has no actual knowledge.

Reliance Coal Co. v. Lehigh Valley R. R. Co., 20 I. C. C., 653.

Reliance Grocery Co. v. A. G. S. R. Co., 23 I. C. C., 714.

Reliance Textile & Dye Works v. Southern Ry. Co., 13 I. C. C., 48.

Cited: R. R. Com. of La. v. St. L. S. W. Ry. Co., 23 I. C. C., 48.
Rates on dyes.

Remington Typewriter Co. (Inc.) v. W. S. R. R. Co. (6388), 29 I. C. C., 715.

Rend, William P., v. Chicago & Northwestern Ry. Co., 2 I. C. C., 540.

Rennert-Millette Co. v. G. H. & S. A. R. Co., 22 I. C. C., 670.

Reno Grocery Co. v. S. P. Co., 23 I. C. C., 400.

Reno Grocery Co. v. S. P. Co., 24 I. C. C., 715.

Reno Wholesale Liquor Store (Inc.) v. S. P. Co., 23 I. C. C., 516.

Rentz Bros., Inc., v. Chicago, Burlington & Quincy R. R. Co., 15 I. C. C., 7.

Reo Motor Car Co. v. M. C. R. Co., 25 I. C. C., 711.

Reo Motor Car Co. v. M. C. R. Co., 26 I. C. C., 712.

Reparation, Re, 6 I. C. C., 378, 449, 455.

Report of Commission, Re, Rates on Import & Domestic Traffic, February 28, 1903, 9 I. C. C., 650.

Republic Flour Mills Co. v. St. L. & S. F. R. R. Co. (5878), 28 I. C. C., 719.

Republic Metalware Co. v. E. R. Co., 22 I. C. C., 565.

Cited: Sidway Mercantile Co. v. L. S. & M. S. Ry. Co., 22 I. C. C., 571.
The 50 per cent higher rate rule held no authority for the additional charge

Restricted Rates, In re, 20 I. C. C., 426.

Followed: Carter White Lead Co. v. N. & W. Ry. Co., 21 I. C. C., 41.
Cited: In re Divisions of Joint Rates on Coal, 22 I. C. C., 56.
Cited: In re Transportation of Company Material, 22 I. C. C., 440.
Cited: Wisconsin Steel Co. v. P. & L. E. R. R. Co., 27 I. C. C., 152.
Cited: Paper Rates, Manitowoc & Milwaukee to Kaukauna, Wis., 28 I. C. C., 307.
Maintenance of rates on coke dependent or based upon the uses to which the coke is put condemned.

Cited: Beekman Lumber Co. v. St. L. & S. F. R. R. Co., 21 I. C. C., 274.
Cited: In re Divisions of Joint Rates on Coal, 22 I. C. C., 56.
Carriers have a right under the act to secure the benefits of division of joint rates for the transportation of company material.

Cited: In re Divisions of Joint Rates on Coal, 22 I. C. C., 56.
Cited: Chamber of Com., Newport News, v. S. Ry. Co., 23 I. C. C., 355.
Ocean competition as well as circumstances and conditions beyond the seaboard are to be considered in determining whether differences in rate between foreign and domestic traffic are unreasonable or unduly discriminatory or preferential.

Return Shipments, Reduced Rates on, In re, 19 I. C. C., 409.

See In re Reduced Rates on Return Shipments.

Reynolds v. Southern Express Co., 13 I. C. C., 536.**Reynolds, Thos. J., v. Western New York & Pennsylvania Ry. Co.**, 1 I. C. C., 347.

Cited: John C. Haddock v. Del., Lack. & Western R. Co., 4 I. C. C., 316.
Discrimination by a carrier in its own behalf is the worst form of discrimination, and is clearly within the mischiefs intended to be prevented by the Interstate Commerce Law.

Reynolds, Thos. J., v. Western New York & Pennsylvania Ry. Co., 1 I. C. C., 393.

Cited: F. L. Hurlburt v. Lake Shore & Mich. So. Ry. Co., 2 I. C. C., 129.

Articles manufactured from wood which are placed by official classification in fifth class enumerated and none held analogous to hub blocks in question.

Cited: Nathan Myer v. C., C. & St. L. Ry. Co., 9 I. C. C., 85.

Commission has repeatedly exercised the power to order a change in classification.

Reynolds-Davis & Co. v. Ft. S. W. & R. Co., 23 I. C. C., 713.

Reynolds-Davis & Co. v. St. L., I. M. & S. R. Co., 23 I. C. C., 718.

Reynolds, R. J. Tobacco Co. v. Southern Express Co. et al., 19 I. C. C., 608.

Rhineland Paper Co. v. M., St. P. & S. S. M. R. Co., 26 I. C. C., 104.

Cited: Pulp & Paper Mfrs.' Traffic Asso. v. C., M. & St. P. Ry. Co., 27 I. C. C., 90.

Rate of 6.95 cents per 100 pounds found reasonable for a distance of 188 miles, Michigan-Wisconsin, in cited case. A petition to rehear cited case has been granted.

Rhineland Paper Co. v. Northern Pacific Ry. Co., 13 I. C. C., 633.

Cited: Rhineland Paper Co. v. M., St. P. & S. Ste. M. Ry. Co., 26 I. C. C., 105.

The reasonableness of rate on wood pulp from Duluth, Minn., to Rhineland, a distance of 188 miles, considered, and rate of 6.95 cents per 100 pounds not found unreasonable.

R. I. Egg & Butter Co. v. Lake Shore & Michigan Southern Ry. Co., 6 I. C. C., 176.

Rhodes v. Missouri, Kansas & Texas Ry. Co., 12 I. C. C., 525.

Rhodes v. Missouri, Kansas & Texas Ry. Co. (968), 12 I. C. C., 586.

See Morgan v. M., K & T. Ry. Co.

Rice, George, v. Atchison, Topeka & Santa Fe R. R. Co., 4 I. C. C., 228.

Cited: George Rice v. Cinn., W. & B. R. Co., 5 I. C. C., 202.

Cited: City of Spokane v. N. P. Ry. Co., 21 I. C. C., 417.

The fact is that transcontinental rates are compelled by water competition.

Rice, George, v. B. & O. Southwestern R. R. Co., 5 I. C. C., 660.

Rice, George, v. Cincinnati, New Orleans & Texas Pacific Ry. Co., 1 I. C. C., 503.

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

Rice, George, v. Cincinnati, Washington & Baltimore R. R. Co., 3 I. C. C., 186.

Rice, George, v. Cincinnati, Washington & Baltimore R. R. Co., 5 I. C. C., 193.

Cited: Ind. R. Assn's, Tit've & Oil City, v. W. N. Y. & P. R. Co., 5 I. C. C., 441.

Cited: George Rice v. St. L. S. W. Ry. Co., 5 I. C. C., 661.

The practice of charging freight on the barrels in which oil is shipped and not charging for the tare weight of the tank car is condemned. The order in the previous case is adopted here, pages 462, 463; quoted in page 465.

Cited: Wilson Produce Co. v. Penn. R. R. Co., 14 I. C. C., 176.

The fact that discrimination between localities, commodities and cities exists in some measure will not lead necessarily to the conclusion that it is 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.

Rice v. Ga. R. R. Co., 14 I. C. C., 75.

Cited and followed: Sunderland Bros. Co. v. C., B. & Q. R. R. Co., 21 I. C. C., 632.

Rule providing for reweighing of coal and adjustment for shrinkage, 1 per cent with 500 pound minimum fixed for future.

Cited: Chamber of Com. of Augusta, Ga., v. S. Ry. Co., 22 I. C. C., 236.

Coal rates from Jellico mines to Augusta.

Rice, George, v. Illinois Central Ry. Co., 1 I. C. C., 503.

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

Rice, George, v. Louisville & Nashville R. R. Co., 3 I. C. C., 186.

Rice, George, v. Louisville & Nashville R. R. Co., 5 I. C. C., 193.

See Rice v. Cinn., Wash. & Balt. R. R. Co.

Rice, George, v. Louisville & Nashville R. R. Co., 1 I. C. C., 503.

Cited: Wm. C. Ecofield et al. v. Lake Sh. & Mich. So. Ry. Co., 2 I. C. C., 115.

In the case of special traffic, as petroleum oils, it is properly the business of the carrier to supply the rolling stock for the freight offered by the shipper, and if the diversities and peculiarities of the traffic are such that this is not always practical, and consignors are allowed to supply it themselves, the carrier must not allow its own deficiencies in this particular to be made the means of putting at an unreasonable disadvantage those who make use in the same traffic of the facilities he supplies. The rate, however, must be the same to such shipper as to ones where carrier furnishes cars.

Cited: In re Relative Tank and Barrel Rates on Oil, 2 I. C. C., 370.

Cited: Worcester Excursion Car Co. v. The Penn. R. Co., 3 I. C. C., 581.

A carrier must see to it that the rates charged when using its own rolling stock is no more than that charged when using cars it has obtained from others.

Cited: Rice, Robinson & Witherop v. W. N. Y. & Penn. R. Co., 4 I. C. C., 134.

Raise in rates on oil in barrels by charging for carriage of barrels. And this case holds that the practice of charging freight on barrels when not charging for tank cars results in an unlawful discrimination which is condemned—pages 143, 145, 146, 152 and 153.

Quoted: Rice v. Cinn., W. & B. R. R. Co., 5 I. C. C., 198.

"The rule should be to consider the tank a part of the car itself, and for the load carried in it the charge ought to be the same by the hundred pounds as is made on the transportation of barrels of oil in car-load lots in other cars. Even then the shipper in barrels is at some disadvantages, for he must pay freight on barrels as well as on oil; but this as between him and the carrier, is not unjust."

Cited: Ind. R. Ass'ns, Tit've & Oil City, v. W. N. Y. & P. R. Co., 5 I. C. C., 429.

The railroads made the additional charges on the barrels in compliance with what they conceived to be ruling of Commission in this case.

Quoted: Ind. R. Ass'ns, Tit've & Oil City, v. W. N. Y. & P. R. Co., 5 I. C. C., 433, 434.

"It is properly the business of railroad companies to supply to their customers suitable vehicles of transportation and then to offer their use to everybody impartially."

Rice, George, v. Mississippi & Tennessee R. R. Co., 1 I. C. C., 503.

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

Rice, George, v. Mobile & Ohio R. R. Co., 1 I. C. C., 503.

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

Rice, George, v. New Orleans & Texas Pacific Ry. Co., 1 I. C. C., 503.

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

Rice, George, v. Newport News & Mississippi Valley Co., 1 I. C. C., 503.

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

Rice, George, v. Newport News & Mississippi Valley Co. & Illinois Central Ry. Co., 1 I. C. C., 503.

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

Rice, George, v. St. Louis, Iron Mountain & Southern Ry. Co., 1 I. C. C., 503.

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

Rice, George, v. St. Louis Southwestern Ry. Co., 5 I. C. C., 660.

Rice, Marshall H., v. Montpelier & Wells River R. R. et al., 17 I. C. C., 628.

Rice, Robinson & Witherop v. Western New York & Pennsylvania R. R. Co., 2 I. C. C., 389.

Cited: *Ind. R. Ass'n's, Tit've & Oil City, v. W. N. Y. & P. R. Co.*, 5 I. C. C., 427.

The cited case was overruled and lawfulness of the charge for the barrel package was for first time passed upon by Commission in 4 I. C. C., 131.

Rice, Robinson & Witherop v. Western New York & Pennsylvania R. R. Co.
In re, 3 I. C. C., 87.

Rice, Robinson & Witherop v. Western New York & Pennsylvania R. R. Co., 4 I. C. C., 131.

Cited: *John C. Haddock v. Del., Lack. & Western R. Co.*, 4 I. C. C., 316.

A carrier may not carry on the business of mining coal at a loss, or in such a way that an apparent loss in mining can result in an actual profit to it only by the prostitution of its franchises as a common carrier.

Cited: *Ind. R. Ass'n's, Tit've & Oil City, v. W. N. Y. & P. R. Co.*, 5 I. C. C., 427.

The lawfulness of the charge for the barrel package was for the first time distinctly presented for decision and passed upon by this Commission in above case.

Cited: Rice v. Cinn., W. & B. R. Co., 5 I. C. C., 201.

Cited: Ind. R. Assn's, Tit've & Oil City, v. W. N. Y. & P. R. Co., 5 I. C. C., 429, 431, 441.

Quoted: R. R. Com. of Ohio v. H. V. Ry. Co., 12 I. C. C., 410.

"It is not the business of the shipper to furnish the vehicle of transportation. That is the duty of the carrier. Under its franchise the carrier must do more than construct his roadway. He must equip it with the means of transportation, and these means, of whatever style or pattern, must be open impartially to all shippers of like traffic."

Rice, Robinson & Witherop v. Western New York & Pennsylvania R. R. Co., 6 I. C. C., 455.

Followed: West Texas Fuel Co. v. T. & P. Ry. Co., 17 I. C. C., 491.

Commission declines to award reparation under a decision formerly rendered in a case in which such reparation was not prayed for.

Richards v. C., B. & Q. R. R. Co. (U. R. A-565), 30 I. C. C., 719.

Richards, E. R., v. Northern Pacific Ry. Co. et al., 21 I. C. C., 468.

Richardson Lubricating Co. v. St. L. & S. F. R. Co., 22 I. C. C., 657.

Richardson Shoe Co. v. New York, New Haven & Hartford R. R. Co., 19 I. C. C., 607.

Richmond & Danville R. R. Co., Chicago Freight Bureau v., 6 I. C. C., 195.

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

Richmond & Danville R. R. Co., B. S. Crews v., 1 I. C. C., 401.

See Crews s. Richmond & Danville R. R. Co.

Richmond & Danville R. R. Co., W. L. Fewell v., 7 I. C. C., 354.

Richmond & Danville 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.

Richmond & Danville R. R. Co., Heck & Petree v., 1 I. C. C., 495.

See Heck & Petree v. E. Tenn., Virginia & Ga. Ry. Co.

Richmond & Danville R. R. Co., Spartanburgh Board of Trade v., 2 I. C. C., 304.

See *Spartanburgh Board of Trade v. Richmond & Danville R. R. Co.*

Richmond & Danville R. R. Co., P. H. Loud, Jr., v., 5 I. C. C., 529.

See *Loud v. So. Car. Ry. Co.*

Richmond & Danville R. R. Co., J. B. Pankey v., 3 I. C. C., 658.

See *Pankey v. Richmond & Danville R. R. Co.*

Richmond & Danville R. R. Co., R. R. Comm. of Ga. v., 5 I. C. C., 324, 325, 327.

See *R. R. Com. of Ga. v. Clyde S. S. Co.*

Richmond & Danville R. R. Co., George D. Sidman v., 3 I. C. C., 512.

Richmond & Petersburg R. R. Co., Alleged Unlawful Charges for Transportation of Vegetables v., 8 I. C. C., 585.

Richmond & Petersburg R. R. Co., Charles P. Perry v., 5 I. C. C., 97.

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

Richmond & Petersburg R. R. Co., R. R. Comm. of Fla. v., 5 I. C. C., 13.

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

Richmond & Petersburg R. R. Co., J. M. Rising v., 5 I. C. C., 120.

Richmond & Petersburg R. R. Co., Truck Farmers' Asso. of Charleston & Vicinity v., 6 I. C. C., 295.

See *Truck Farmers' Asso. of Charleston, etc., v. Northeastern R. R. of S. C.*

Richmond & Petersburg R. R. Co., Wilmington Tariff Asso. of Wil., N. C., v., 9 I. C. C., 118.

See *Wilmington Tariff Asso. v. C. P. & V. R. R. Co.*

Richmond & W. Point Terminal & Warehouse Co., Heck & Petree v., 1 I. C. C., 495.

See *Heck & Petree v. E. Tenn., Virginia & Ga. Ry. Co.*

Richmond Chamber of Commerce v. C. & O. Ry. Co. (1026), 12 I. C. C., 587.

Richmond Chamber of Commerce v. S. A. L. Ry., 30 I. C. C., 552.

Richmond, E. L. Co. v. Grand Trunk Ry. Co. et al., 18 I. C. C., 623.

Richmond Elevator Co. v. Pere Marquette R. R. Co., 10 I. C. C., 629.

Cited: Red Rock Fuel Co. v. B. & O. R. Co., 11 I. C. C., 451.

Cited: Traier v. Chic. & Alton R. Co., 13 I. C. C., 455.

The Commission has no jurisdiction to require a carrier to furnish cars for any purpose, but it has, and has frequently exercised, authority to prohibit carriers from wrongfully discriminating between shippers in furnishing cars for the transportation of interstate traffic.

Cited and quoted: Powhatan Coal & Coke Co. v. N. & W. Ry. Co., 13 I. C. C., 81.

The mere showing of such a rule and claim that it works discrimination is insufficient. The actual effect of the rule during the time covered by the complaint is necessary to a determination of the question of unfairness in the distribution of cars.

Richmond Elevator Co. v. P. M. R. R. Co. (684), 29 I. C. C., 707.

Richmond-Eureka Mining Co. v. E. N. Ry. Co., 29 I. C. C., 62.

Richmond, Fredericksburg & Potomac R. R. Co., Alleged Unlawful Charges for Transportation of Vegetables v., 8 I. C. C., 585.

Richmond, Fredericksburg & Potomac R. R. Co., Samuel K. Behrend v., 9 I. C. C., 637.

Richmond, Fredericksburg & Potomac R. R. Co., Charles P. Perry v., 5 I. C. C., 97.

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

Richmond, Fredericksburg & Potomac R. R. Co. et al., Preston, Albert, v., 18 I. C. C., 628.

Richmond, Fredericksburg & Potomac 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.

Richmond, Fredericksburg & Potomac R. R. Co., J. M. Rising v., 5 I. C. C., 120.

Richmond, Fredericksburg & Potomac R. R. Co., Truck Farmers' Asso. of Charleston & Vicinity v., 6 I. C. C., 295.

See Truck Farmers' Asso. of Charleston, etc., v. Northeastern R. R. of S. C.

Richmond, Fredericksburg & Potomac R. R. Co., United States of America v., 29 I. C. C., 702.

Richmond Transfer Co., Cosby v., 23 I. C. C., 72.

See *Cosby v. R. T. Co.*

Rickards, E., v. A. C. L. R. R. Co., 23 I. C. C., 239.

Cited: Woodward-Burnett Co. v. S. P., L. A. & S. L. R. R. Co., 29 I. C. C., 665.

Quoted: Curry & Whyte Co. v. D. & I. R. R.R. Co., 30 I. C. C., 11.

The mere fact that certain traffic is hauled in trainload lots cannot be made the basis of rates different from those applied to shipments in single carloads.

Rickards v. N. S. R. R. Co. (U. R. A-498), 29 I. C. C., 730.

Rickel, T. A., v. Atchison, Topeka & Santa Fe Ry. Co., 19 I. C. C., 499.

Riddle, Dean & Co. v. Baltimore & Ohio R. R. Co., 1 I. C. C., 372.

Cited: Del. State Grange, etc., v. N. Y., Phil. & N. R. R. Co., etc., 2 I. C. C., 314.

The Commission will be liberal in allowing parties before it to amend complainants but this will not be extended to allowing a petitioner to make a new case.

Distinguished and quoted: Glade Coal Co. v. B. & O. R. Co., 10 I. C. C., 245.

In the Riddle case there was an attempt to furnish cars, but traffic was so great the carrier couldn't meet the demands but all were treated alike, and furnished cars upon a basis that was relatively and substantially just.

Riddle, Dean & Co. v. Baltimore & Ohio R. R. Co. 1 I. C. C., 608.

Riddle, Dean & Co. v. New York, Lake Erie & Western R. R. Co., 1 I. C. C., 594.

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 mischiefs intended to be prevented by the Interstate Commerce Law.

Cited: Joynes v. Pa. R. R. Co., 17 I. C. C., 362.

Reparaton in discrimination cases.

Cited: In re Irregularities in Mine Ratings, 25 I. C. C., 294.

It is in contravention of the statute for a common carrier to refuse a shipment upon the ground that regular patrons desire to use all the facilities at hand, and to appropriate to the uses of the latter the entire available equipment.

Riddle, Dean & Co. v. Pittsburgh & Lake Erie R. R. Co., 1 I. C. C., 374.

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 mischiefs intended to be prevented by the Interstate Commerce Law.

Cited and quoted: Missouri & Illinois Coal Co. v. I. C. R. R. Co., 22 I. C. C., 43.

Since this early case the law has enlarged. A carrier was then held to be within its rights in not permitting its equipment to go beyond its own lines, but now in the day of through routes such an embargo is not proper.

Riddle, Dean & Co. v. Pittsburg & Lake Erie R. R. Co., 1 I. C. C., 490.

Cited: Michigan Congr. Water Co. v. Chic. & Gr. Tr. Ry. Co., 2 I. C. C., 601.

Where the relation of any carrier to the matter complained of is such that it is in whole or in part materially responsible for the alleged grievance, and has a direct interest in any investigation of the subject-matter involved, that carrier should be a party to the proceeding, and if not a party no relief can be given against it.

Cited: Ind. Refiners' Asso. v. Penn. R. Co., 6 I. C. C., 56.

The petitioner on petition for rehearing may be able to show by competent proof that the finding attached is erroneous.

Ridge Fruit & Melon Growers' Asso. of S. C. v. Southern Ry. Co., 8 I. C. C., 1.

Ridgewood Coal Co. v. Lehigh Valley R. R. Co., 21 I. C. C., 183.

Rigney, Thomas F., v. Southern Pacific Co. et al., 17 I. C. C., 72.

Right of R. R. Companies to Exchange Free Transportation With Local Transfer & Baggage Express Companies, 12 I. C. C., 39.

Rightsell, J. T., v. C., B. & Q. R. Co., 24 I. C. C., 714.

Rio Grande & El Paso R. R. Co., El Paso Refining Co., Inc., v. (U. R. A-248), 27 I. C. C., 728.

Rio Grande & El Paso R. R. Co., Ramsey & Co. v. (U. R. A-355), 28 I. C. C., 734.

Rio Grande Western 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.*

Rio Grande Western Ry. Co., Colo. Fuel & Iron Co. v., 6 I. C. C., 488.

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

Rio Grande Western Ry. Co., George J. Kindel v., 11 I. C. C., 495.

See *Kindel v. B. & A. R. R. Co.*

Risden, C. W., v. Boston & Albany R. R. Co. et al., 19 I. C. C., 604.

Rising, J. M., v. Savannah, Fla. & Western Ry. Co., 5 I. C. C., 120.

Riter, Geo. W., v. Oregon Short Line R. R. Co. et al., 19 I. C. C., 443.

River & Rail Coal & Coke Co. v. Illinois Central R. R. Co., 21 I. C. C., 666.

Rivermont Furniture 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.*

Rivermont Furniture 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.*

Rivers Bros. Co. v. Wells, Fargo & Co., 22 I. C. C., 666.

Riverside Fiber & Paper Co. v. Chicago, Milwaukee & St. Paul Ry. Co. et al., 18 I. C. C., 620.

Riverside Mills v. Atlantic Coast Line R. R. Co. (1624), 14 I. C. C., 640.

Riverside Mills v. A. & S. Steamboat Co. (U. R. A-611), 30 I. C. C., 725.

Riverside Mills v. Central of Ga. Ry. Co. (1623), 14 I. C. C., 640.

Riverside Mills v. C. of G. R. Co., 24 I. C. C., 719.

Riverside Mills v. Charleston & Western Carolina Ry. Co. et al., 20 I. C. C., 153.

Cited: *Crescent Coal & Mining Co. v. B. & O. R. R. Co.*, 23 I. C. C., 83.

Although the complainant was unable to receive or unload promptly certain inbound shipments, because of damage to its mill and stock by reason of flood, the assessment of demurrage charges held reasonable.

Riverside Mills v. C. & W. C. R. Co., 22 I. C. C., 663.

Riverside Mills v. Ga. R. R. Co. (1622), 14 I. C. C., 640.

Riverside Mills v. Georgia R. R. et al., 20 I. C. C., 423.

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

The awarding of reparation does not necessarily follow the reduction of a rate whether it be by the voluntary action of the carrier or by order of the Commission.

Riverside Mills v. G. R., 25 I. C. C., 434.

Riverside Mills v. St. L. & S. F. R. Co., 24 I. C. C., 264.

Riverside Mills v. Southern Ry. Co., 12 I. C. C., 388.

Riverside Mills v. Southern Ry. Co. (872), 12 I. C. C., 584.

Cited: So. Atlantic Waste Co. v. S. Ry. Co., 22 I. C. C., 295.

The question of whether cotton waste should take the same rate as cotton goods considered and held that it would be unreasonable to exact same rate.

Riverside Mills v. S. R. Co., 23 I. C. C., 711.

Riverside Mills v. S. R. Co., 24 I. C. C., 718.

Roach & Musser Sash & Door Co. v. Pittsburg, Cincinnati, Chicago & St. Louis Ry. Co. et al., 18 I. C. C., 612.

Roach & Musser Sash & Door Co. v. Pittsburg, Cincinnati, Chicago & St. Louis Ry. Co. et al., 20 I. C. C., 658.

Roach & Seeber Co. v. Chicago, Milwaukee & St. Paul Ry. Co. et al., 18 I. C. C., 172.

Roehen-Cary Grain Co. v. Atchison, Topeka & Santa Fe Ry. Co. et al., 21 I. C. C., 676.

Roberts & Stewart v. Southern Ry. Co., 6 I. C. C., 588.

Roberts Cotton Oil Co. v. Illinois Central R. R. Co. et al., 21 I. C. C., 248.

Cited: Johnson & Co. v. A., T. & S. F. Ry. Co., 21 I. C. C., 639.

A carrier can not 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.

Robertson Bros. v. Missouri Pacific Ry. Co., 18 I. C. C., 618.

Robertson Paper Co. v. Boston & Maine R. R. et al., 18 I. C. C., 629.

Robertson Paper Co. v. Boston & Maine R. R. et al., 21 I. C. C., 254.

Robertson Paper Co. v. R. R. R. Co., 26 I. C. C., 430.

Robinson & Co. v. L. W. R. Co., 23 I. C. C., 719.

Robinson Clay Product Co. v. Baltimore & Ohio R. R. Co. et al., 19 I. C. C., 614.

Robinson Clay Products Co. v. B. & O. R. Co., 25 I. C. C., 707.

Robinson Clay Product Co. v. B. & O. R. R. Co. (U. R. A-441), 29 I. C. C., 722.

Robinson Clay Product Co. v. C. A. & C. R. Co. (3882), 27 I. C. C., 703.

Robinson Clay Product Co. v. Chicago, Milwaukee & St. Paul Ry. Co. et al., 20 I. C. C., 661.

Robinson Clay Product Co. v. Erie R. R. Co. et al., 20 I. C. C., 661.

Robinson Clay Products Co. v. P. Co., 23 I. C. C., 709.

Robinson Land & Lumber Co. v. M. & O. R. Co., 26 I. C. C., 427.

Robinson Lumber, Veneer & Box Co. v. L. & N. R. Co., 26 I. C. C., 438.

Robinson, Tate & 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.*

Robon v. Mo., Kansas & Texas Ry. Co., 12 I. C. C., 525.

See *Morgan v. M., K. & T. Ry. Co.*

Rochester Fire Works Co. v. N. Y. C. & H. R. R. Co., 26 I. C. C., 709.

Rock Creek Ry. of the D. of C., Charles M. Wilson v., 7 I. C. C., 83.

See *Wilson v. Rock Creek Ry. of the D. of C.*

Rock Hill Buggy Co., Capital City Gas Co. v., 11 I. C. C., 229.

Rock Island & Peoria Ry. Co., A. J. Gustin v., 8 I. C. C., 277.

See *Gustin v. A., T. & S. F. Ry. Co.*

Rock Springs Distilling Co. v. I. C. R. Co., 27 I. C. C., 54.

Reaffirmed: *Rock Springs Distilling Co. v. I. C. R. R. Co.*, 29 I. C. C., 54.

The rate from East St. Louis to Owensboro, Ky., on cattle found not to exceed 15 cents per 100 pounds, with a minimum weight of 20,000 pounds; from Chicago \$32 per car was fixed in cited case. With respect to rate from East St. Louis same was reaffirmed. From Chicago a rate of 18 cents per 100 pounds with 20,000-pound minimum, plus \$2 per car bridge toll was fixed on rehearing.

Rock Springs Distilling Co. v. I. C. R. R. Co., 29 I. C. C., 18.

Rockford Cedar Furniture Co. v. A. & S. Ry. Co. (6118), 30 I. C. C., 713.

Rockford Lumber & Fuel Co. v. C., M. & St. P. Ry. Co. (U. R. A-446), 29 I. C. C., 723.

Rodehaver, C. H., v. Missouri, Kansas & Texas Ry. Co., 16 I. C. C., 146.

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

Rogan, R. M., v. V. & S. W. R. Co., 22 I. C. C., 659.

Rogers, J. G., v. Oregon R. R. & Navigation Co. et al., 16 I. C. C., 424.

Rogers & Co. v. Philadelphia & Reading Ry. Co., 12 I. C. C., 308.

Cited: **Joynes v. Pa. R. R. Co.**, 17 I. C. C., 371.

Where an embargo was declared on shipments of hay and grain offered to carrier by shipper and loss resulted due principally to a falling market, it was held that on showing that the shipments were interstate in character, reparation would be awarded.

Rogers & Prinkey v. B. & O. R. R. Co., 30 I. C. C., 32.

Rohr, Joseph A., v. B. & O. R. R. Co., 8 I. C. C., 443.

See **Sprigg v. B. & O. R. R. Co.**

Rome, Watertown & Ogdensburg R. R. Co., Re, 6 I. C. C., 328.

Romona Oolitic Stone Co. v. Chicago, Indiana & Louisville Ry. Co., 13 I. C. C., 569.

Romona Oolitic Stone Co. v. Vandalia R. R. Co., 13 I. C. C., 115.

Followed: **Romona Oolitic Stone Co. v. C., I. & L. Ry. Co.**, 13 I. C. C., 569.

Practice of billing stone at marked capacity of car required to cease and actual or estimated weight made basis.

Limited: **Prahlow v. I. H. B. R. R. Co.**, 19 I. C. C., 572.

The weighing principle formerly announced held not to apply to switching service.

Roosevelt & Western R. R. Co. et al., Menefee Bros. v., 20 I. C. C., 672.

Roper Lumber-Cedar Co. v. Chicago & Northwestern Ry. Co., 16 I. C. C., 382, 397, 605.

Roper Lumber-Cedar Co. v. Chicago & North Western Ry. Co. et al., 17 I. C. C., 606.

Rose, E. F. et al. v. Boston & Albany R. R. Co. et al., 18 I. C. C., 427.

Cited: Motorcycle Mnfrs.' Asso. v. B. & O. R. R. Co., 26 I. C. C., 128.

A rate of one and one-half times first-class l. c. l. on motorcycles from eastern and central freight association points to Pacific coast destinations found reasonable in cited case.

Rose Co. v. N., C. & St. L. R. Co., 24 I. C. C., 704.

Rosebrough, J. E., v. Pacific Express Co., 21 I. C. C., 680.

Rosedale Foundry & Machine Co. v. Pennsylvania R. R. Co. et al., 21 I. C. C., 671.

Roseland Truck Farmers' Asso. v. I. C. R. R. Co. (U. R. A-615), 30 I. C. C., 725.

Rosenbaum Bros. v. B. & O. R. Co., 24 I. C. C., 287.

Rosenbaum Bros. v. C., N. O. & T. P. R. Co., 22 I. C. C., 62.

See also **Rosenbaum Bros. v. L. & N. R. R. Co.**

Distinguished: Indianapolis Frt. Bu. v. C., C. & St. L. Ry. Co., 26 I. C. C., 57.

In present case there are no competitive conditions affecting certain routes to the exclusion of other routes, but a tariff provision giving certain points on the same route privileges respecting grain moving over that route that are denied to intermediate points on the route.

Cited and distinguished: Boney & Harper Milling Co. v. A. C. L. R. Co., 28 I. C. C., 387.

In instant case plea made to find the Cincinnati-Wilmington, N. C., rate unreasonable, whether considered as a local rate or as one applied to traffic from beyond, and that it is unjustly discriminatory for the defendants to maintain a proportional or shrinkage rate less than the local rate from the upper crossings to Charleston, Savannah, Brunswick, and Jacksonville and not to accord a similar shrinkage or proportional rate to Wilmington. While cited case found is discriminatory against Chicago, Chicago shippers and lines forming the route through Chicago for carriers to apply from the upper crossings to southeastern points on grain from shrinkage territory west of the Mississippi River moving through Chicago local rate and on grain not moving through Chicago the lower shrinkage rates.

Distinguished: Scott-Mayer Commission Co. v. C., R. I. & P. Ry. Co., 28 I. C. C., 532.

In cited case the question whether a carrier may maintain proportional or separately established rates for the same haul, varying with different points of origin or of destination was not involved.

Rosenbaum Bros. v. Louisville & Nashville R. R. Co., 22 I. C. C., 62.

See also **Rosenbaum Bros. Co. v. C., N. O. & T. P. Ry. Co.**

Carriers ordered to cease discriminating against Chicago and Cook County, Ill., junctions by charging higher proportional rates on coarse grain in carloads when coming via Chicago than via other routes. Reparation awarded.

Louisville & Nashville R. R. Co. v. United States.

Commerce Court No. 74.

Record transferred to District Court for the Western District of Kentucky upon dissolution of Commerce Court.

Louisville & Nashville R. R. Co. v. United States.

D. C. W. D. Ky. June 1, 1915.

Dismissed on motion of carrier.

Rosenbaum, J. Grain Co. v. Chicago & Eastern Illinois R. R. Co. et al., 20 I. C. C., 664.

Rosenbaum, J. Grain Co. v. Michigan Central R. R. Co., 18 I. C. C., 610.

Rosenbaum, J. Grain Co. v. Missouri, Kansas & Texas Ry. Co., 15 I. C. C., 499.

Rosenbaum Grain Co. v. U. P. R. R. Co. (5797), 28 I. C. C., 718.

Rosenblatt, G., v. Oregon R. R. & Navigation Co. et al., 20 I. C. C., 666.

Rosenblatt, H. & Sons v. Chicago & North Western Ry. Co. et al., 18 I. C. C., 261.

Cited: **Rosenblatt, H. & Sons v. Chicago & North Western Ry. Co. et al.**, 18 I. C. C., 261.

Rate on "triplex cloth." This material is not entitled to the cotton piece rate.

Rosenblatt, H. & Sons v. Chicago & North Western Ry. Co. et al., 20 I. C. C., 447.

Rosenblatt, H. & Son v. C., M. & St. P. R. Co., 26 I. C. C., 716.

Rosenblatt, H. & Sons v. Philadelphia & Reading Ry. Co. et al., 21 I. C. C., 665.

Rosenthal, H. & Son Co. v. L. & N. R. Co., 24 I. C. C., 718.

Rosenthal, W. N., v. Atchison, Topeka & Santa Fe Ry. Co., 18 I. C. C., 620.

Ross, H. F., v. Chicago, Milwaukee & St. Paul Ry. Co., 17 I. C. C., 631.

Rossie Iron Ore Co. v. New Central & Hudson River R. C. Co., 17 I. C. C., 392.

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.

Roswell Commercial Club v. Atchison, Topeka & Santa Fe Ry. Co., 12 I. C. C., 339.

Cited: Pecos Merc. Co. v. A., T. & S. F. Ry. Co., 13 I. C. C., 177.

Cited: Moise Bros. Co. v. C., R. I. & P. Ry. Co., 16 I. C. C., 554.

Competition with other carriers at a longer distance point may justify lower freight rates to that point than to neighboring shorter distance points not having the same competition.

Quoted: Pilant v. A., T. & S. F. Ry. Co., 15 I. C. C., 180.

As already suggested, considerable testimony was given with respect to commodities which have not been referred to in this report for the reason that they were not embraced in the complaint. From what is here decided we think the parties will be able to reach an agreement upon the other matters in dispute, and we recommend an honest attempt to do so before bringing them further to the attention of this Commission.

Cited: Advance in Grain Rates, 21 I. C. C., 33.

Rates on wheat from Wichita, Kans., to Roswell, N. Mex., fixed at 40 cents, yielding 1.47 cents per-ton-per-mile, but the character of country and density of traffic warranted such a rate.

Cited: Transportation of Wool, Hides and Pelts, 23 I. C. C., 153.

Rates on wool, hides and pelts were not fixed in former cases but questions involving the commodities were held up for subsequent disposal.

Cited: Texas Common Point Case, 26 I. C. C., 532, 537.

Relation is rates between Amarillo and Roswell established.

Roth, Charles, v. Tex. & Pacific Ry. Co., 9 I. C. C., 602.

Rotsted, William Co. v. Chicago & North Western R. R. Co., 18 I. C. C., 257.

Rowel, J. S. Manufacturing Co. v. Chicago, Milwaukee & St. Paul Ry. Co., 17 I. C. C., 625.

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

Royal Coal & Coke Co. v. Southern Ry. Co., 13 I. C. C., 440.

- Royal Mantel Co. v. Southern Pacific Co. et al., 17 I. C. C., 72.
- Royal Metal Manufacturing Co. v. Chicago, Great Western R. R. Co., 18 I. C. C., 255.
- Rucker Desk Co. v. Atchison, Topeka & Santa Fe Ry. Co. et al., 17 I. C. C., 611.
- Rucker Desk Co. v. Southern Pacific Co. et al., 17 I. C. C., 610.
- Rucker-Fuller Desk Co. v. Southern Pacific Co. et al., 17 I. C. C., 610.
- Rucker-Fuller Desk Co. v. Southern Pacific Co. et al., 17 I. C. C., 608.
- Ruddock Orleans Cypress Co. v. L. Ry. & N. Co. (U. R. A-634), 30 I. C. C., 728.
- Rudgear-Merle Co. v. Delaware, Lackawanna & Western R. R. Co. et al., 19 I. C. C., 614.
- Rudgear-Merle Co. v. Goodrich Transit Co. et al., 19 I. C. C., 616.
- Ruhman, Gus E., v. S. P. Co., 25 I. C. C., 713.
- Rules and Regulations Governing Concentration of Cotton and Cotton Linters at Points in Arkansas, 29 I. C. C., 106.
- Rules of Practice, in Cases and Proceedings before the Commission, 1 I. C. C., 1.
- Rulofson, A. C. Co. v. A., T. & S. F. R. Co., 26 I. C. C., 722.
- Rulofson & Co. v. P. Co. (U. R. A-153), 27 I. C. C., 714.
- Rumely, M. Co. v. L. S. & M. S. R. Co., 25 I. C. C., 709.
- Running, S., v. Chicago, St. Paul, Minneapolis & Omaha Ry. Co., 19 I. C. C., 565.
- Rutland R. R. Co. et al., Ames-Brooks Co. v., 16 I. C. C., 479.
- Rutland R. R. Co., Capital City Gas Co. v., 11 I. C. C., 104.
Capital City Gas Co. v. Central Germont Ry. Co.
- Rutland, W. W. & E. L., v. Chicago, Rock Island & Pacific Ry. Co. et al., 18 I. C. C., 509.
- Rutland R. R. Co., Roberson Paper Co. v., 26 I. C. C., 430.
- Rutland R. R. Co. et al., Tritch, George Hardware Co. v., 17 I. C. C., 542.
- Rutland, W. W. & E. L., Partners, Doing Business as the Canadian Valley Grain Co., v. Chicago, Rock Island & Pacific Ry. Co. et al., 19 I. C. C., 108.

Rutland R. R. Co., *Shaw v.* (5371), 30 I. C. C., 711.

Ruttle *v. Pere Marquette R. R. Co.*, 13 I. C. C., 179.

Ryan, G. W., *v. Great Northern Ry. Co. et al.*, 18 I. C. C., 226.

Ryan & Newton Co. *v. Southern Pacific Co. et al.*, 18 I. C. C., 618.

Ryan & Newton Co. *v. N. P. Ry. Co.* (U. R. A-495), 29 I. C. C., 729.

Ryland & Brooks Lumber Co. *v. Chesapeake & Ohio Ry. Co. et al.*, 21 I. C. C., 665.

Ryley, Millard P., *v. W. R. Co.*, 25 I. C. C., 210.

Ryley-Wilson Grocer Co., *Interveners in Lehman-Higginson Grocer Co., v. Atchison, Topeka & Santa Fe Ry. Co.*, 10 I. C. C., 460.

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Sabine & East Tex. Ry. Co., *Mayor and City Council of Wichita, Kans., v.* 9 I. C. C., 569.

Sabine Lumber Co. *v. Louisiana Ry. & Navigation Co.*, 19 I. C. C., 617.

Sackett Plaster Board Co. *v. Buffalo, Rochester & Pittsburg Ry. Co. et al.* 18 I. C. C., 374.

Safety Appliance Act of 1893, *Application for Extension*, 8 I. C. C., 643.

Safety Appliance Act of 1903, *Re*, 9 I. C. C., 522.

Safety of Employees and Travelers, *Re*, 6 I. C. C., 332.

Sage & Co. *v. Illinois Central R. R. Co.*, 18 I. C. C., 195.

Saginaw & Manistee Lumber Co. *et al. v. Atchison, Topeka & Santa Fe Ry. Co. et al.*, 19 I. C. C., 119.

Cited: Oregon & Wash. Lum. Dealers' Asso. *v. S. P. Co.*, 21 I. C. C., 395.

Lumber rates in Southern Arizona.

Cited: Green Bros. Box & Lumber Co. *v. C. & N. W. Ry. Co.*, 29 I. C. C., 475.

The classification on lumber is made ordinarily without reference to its value or condition and the same rate frequently includes not only manufactured lumber but articles made from it, like doors, sash, blinds, etc. No reason why further classification might not be proper.

Saginaw Board of Trade et al. v. Grand Trunk Ry. Co. et al., 17 I. C. C., 128.

Explained: International Salt Co. v. G. & W. R. R. Co., 20 I. C. C., 533.

It was said that alterations ought not to be made in the zone boundaries or the system subjected to other changes without adequate and just cause in percentage-basis territory. But there the system was being dealt with as a maximum schedule of rates and it was not intended to be understood as indicating that lower rates might not properly be established with respect to particular points under special justifying circumstances.

Cited: Indianapolis Frt. Bu. v. C., C., C. & St. L. Ry. Co., 23 I. C. C., 198.

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

The basis of rates in percentage territory has remained unchanged though several times attempts to that end have been made.

Cited: The Mississippi River Case, 28 I. C. C., 50.

The west bank of the Mississippi River is the west boundary of what is called the percentage zone territory, and all the crossings, both upper and lower, are under the percentage basis of rates with respect to traffic to and from points east of Buffalo and Pittsburgh.

St. Cloud, Minn., v. Northern Pacific Ry. Co., 8 I. C. C., 346.

Carriers ordered to cease charging higher rates from various points for the shorter haul to St. Cloud, Minn., than for the longer haul to St. Paul, Minn., on the ground that this practice constitutes a violation of section 4.

Interstate Commerce Commission v. Northern Pacific Ry. Co.

Not reported.

C. C. D. Minn.

Commission's order held to be valid, carriers consenting to issuance of injunction enforcing compliance with such order. (Senate Hearings, Committee on Interstate Commerce, 1904-5, vol. 5, p. 324-325.)

Cited: Danville v. Sou. R. Co., 8 I. C. C., 425, 426, 429, 430.

In 4th section violations the question of competition is one of fact arising upon the whole situation. The interest of the producing market, the consuming market, and the carriers should be considered and upon the whole will it be determined whether there is such a dissimilarity of circumstances and conditions as justifies the rates in question.

St. John & Co. v. U. P. R. R. Co. (U. R. A-449), 29 I. C. C., 723.

St. Joseph & Grand Island Ry. Co., Charles H. Johnson v., 9 I. C. C., 221.

St. Joseph & Grand Island Ry. Co., Laning-Harris Coal & Grain Co. v.,
13 I. C. C., 317.

St. Louis, Alton & Terre Haute R. R. Co., Hezel Milling Co. v., 5 I. C.
C., 57.

St. Louis & North Arkansas R. R. Company, R. R. Commission of the
State of Arkansas v., 12 I. C. C., 233.

See *R. R. Com. of the State of Ark. v. St. L. & N. Ark. R. R. Co.*

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

St. Louis & San Francisco R. R. Co., Acme Cement Plaster Co. v., 22 I. C.
C., 283.

See *Acme Cement Plaster Co. v. St. L. & S. F. R. R. Co.*

St. Louis & San Francisco R. R. Co. et al., Advance Elevator & Warehouse
Co. et al. v., 20 I. C. C., 656.

St. Louis & San Francisco R. R. Co., Alexander v., 24 I. C. C., 253.

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

Cited: *Through Routes and Through Rates,* 12 I. C. C., 167.

Through routes to certain points may be indicated by the presence
of through routes to other points on the same line, although carrier
may not have intended such result.

St. Louis & S. F. R. R. Co., American Land Timber & Stave Co. v. (5718),
28 I. C. C., 717.

St. Louis & San Francisco R. R. Co., American Refining Co. v., 30 I. C.
C., 103.

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

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

See *Anderson, Clayton Co. v. St. L. & S. F. R. R. Co.*

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

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

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

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

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

St. Louis & San Francisco Ry. Co. et al., Beekman Lumber Co. v., 21 I. C. C., 270.

See *Beekman Lumber Co. v. St. L. & S. F. Ry. Co.*

St. Louis & San Francisco R. R. Co. et al., Benton Co. v., 20 I. C. C., 665.

St. Louis & San Francisco R. R. Co., Blodgett v. (1731), 14 I. C. C., 642.

St. Louis & San Francisco R. R. Co., Board of Improvement Waterworks District No. 1, Fort Smith, Ark., v., 26 I. C. C., 541.

St. Louis & San Francisco 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.*

St. Louis & San Francisco Ry. Co., J. W. Cary v., 7 I. C. C., 286.

See *Cary v. Eureka Springs Ry. Co.*

St. Louis & San Francisco R. R. Co., Cattle Raisers' Asso. v., 11 I. C. C., 296.

See *Cattle Raisers' Asso. v. M., K. & T. Ry. Co.*

St. Louis & S. F. R. R. Co., Chestnut-Gibbons Grocer Co. v. (U. R. A-586), 30 I. C. C., 721.

St. Louis & San Francisco R. R. Co., Chicago Live Stock Ex. v., 10 I. C. C., 428.

See *Chicago Live Stock Exchange v. Chicago Great Western Ry. Co.*

St. Louis & San Francisco R. R. Co., Coffeyville Vitrified Brick & Tile Co. v., 12 I. C. C., 498.

See *Coffeyville Vitrified Brick & Tile Co. v. St. L. & S. F. R. R. Co.*

St. Louis & San Francisco R. R. Co., Coffeyville Vitrified Brick & Tile Co. v., 25 I. C. C., 101.

St. Louis & San Francisco Ry. Co., Colo. Fuel & Iron Co. v., 6 I. C. C., 488.

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

- St. Louis & San Francisco R. R. Co. et al., Council, O. W., v.,** 16 I. C. C., 188.
- St. Louis & San Francisco R. R. Co., Cox Bros. v.,** 14 I. C. C., 464.
- St. Louis & San Francisco R. R. Co., Disher Hoop & Lumber Co. v.,** 26 I. C. C., 488.
- St. Louis & S. F. R. R. Co., Dixie Cotton Oil Co. v. (U. R. A-672),** 30 I. C. C., 733.
- St. Louis & San Francisco Ry. Co. et al., Dueber Watch Case Manufacturing Co. v.,** 21 I. C. C., 675.
- St. Louis & San Francisco R. R. Co. et al., East St. Louis Cotton Oil Co. v.,** 20 I. C. C., 37.
- See *East St. Louis Cotton Oil Co. v. St. L. & S. F. R. R. Co.*
- St. Louis & San Francisco R. R. Co., East St. Louis Cotton Oil Co. v.,** 24 I. C. C., 2, 588.
- See *East St. Louis Cotton Oil Co. v. S. L. & S. F. R. R. Co.*
- St. Louis & San Francisco R. R. Co., Evens & Howard Fire Brick Co. v.,** 25 I. C. C., 141.
- St. Louis & S. F. R. R. Co., Fine v. (6431),** 30 I. C. C., 714.
- St. Louis & San Francisco R. R. Co., Forester Hall Box Co. v. (1396),** 13 I. C. C., 684.
- St. Louis & San Francisco R. R. Co., Fort Scott Industrial Asso. v.,** 29 I. C. C., 629.
- St. Louis & San Francisco R. R. Co. et al., Fort Scott Sorghum Syrup Co. v.,** 20 I. C. C., 669.
- St. Louis & San Francisco R. R. Co., Forth Smith Traffic Bureau v. (1311),** 13 I. C. C., 682.
- St. Louis & San Francisco R. R. Co., Fort Smith Traffic Bureau v.,** 13 I. C. C., 651.
- See *Fort Smith Traffic Bureau v. St. L. & S. F. R. R. Co.*
- St. Louis & San Francisco Ry. Co., Charles G. Freeman v.,** 7 I. C. C., 202.
- St. Louis & San Francisco R. R. Co., Frick-Reid Supply Co. v. (1629),** 14 I. C. C., 640.
- St. Louis & San Francisco R. R. Co. et al., Gamble-Robinson Commission Co. v.,** 18 I. C. C., 629.

St. Louis & San Francisco R. R. Co. et al., Gamble-Robinson Commission Co. v., 19 I. C. C., 114.

St. Louis & San Francisco R. R. Co., Gamble-Robinson Commission Co. v., 22 I. C. C., 668.

St. Louis & San Francisco R. R. Co., Greer-Wilkinson Lumber Co. v., 22 I. C. C., 672.

St. Louis & S. F. R. R. Co., Gulf Lumber Co. v. (U. R. A-447), 29 I. C. C., 723.

St. Louis & San Francisco R. R. Co., Hafey, C. J., v., 15 I. C. C., 245.

St. Louis & S. F. R. R. Co., Hall Lumber Co. v. (6226), 28 I. C. C., 721.

St. Louis & S. F. R. R. Co., Hastings Co. v. (U. R. A-399), 28 I. C. C., 740.

St. Louis & S. F. R. R. Co., Henning v. (U. R. A-141), 27 I. C. C., 712.

St. Louis & San Francisco R. R. Co., Hydraulic Press Brick Co. v., 13 I. C. C., 342.

See *Hydraulic Press Brick Co. v. St. L. & S. F. Ry. Co.*

St. Louis & San Francisco R. R. Co. et al., Hydraulic-Press Brick Co. v., 19 I. C. C., 532, 554.

St. Louis & San Francisco R. R. Co., Ingham Lumber Co. v. (1513), 14 I. C. C., 637.

St. Louis & San Francisco R. R. Investigation, 29 I. C. C., 139.

St. Louis & San Francisco R. R. Co., Ireland & Rollings v., 22 I. C. C., 590.

St. Louis & San Francisco R. R. Co., Johnston v., 12 I. C. C., 73.

See *Johnston v. St. L. & S. F. R. R. Co.*

St. Louis & San Francisco 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.*

St. Louis & San Francisco R. R. Co., Jones v., 12 I. C. C., 144.

See *Jones v. St. L. & S. F. R. R. Co.*

St. Louis & San Francisco R. R. Company, Kansas City Hay Co. v., 14 I. C. C., 631.

See *Kansas City Hay Co. v. St. L. & S. F. R. R. Co.*

St. Louis & San Francisco Ry. Co., Kauffman Milling Co. v., 4 I. C. C., 417.

See *Kauffman Milling Co. v. Missouri Pac. Ry. Co.*

St. Louis & San Francisco R. R. Co., Keich, F. Manufacturing Co. v., 15 I. C. C., 230.

St. Louis & S. F. R. R. Co., Laclede-Christy Clay Products Co. v. (U. R. A-105), 27 I. C. C., 707.

St. Louis & San Francisco R. R. Company, Laning-Harris Coal & Grain Co. v. (1076), (1077), (1107), 12 I. C. C., 588.

St. Louis & San Francisco R. R. Co., Laning-Harris Coal & Grain Co. v., 13 I. C. C., 148.

St. Louis & San Francisco R. R. Co., Laning-Harris Coal & Grain Co. v., 15 I. C. C., 37.

St. Louis & San Francisco R. R. Co., Laning-Harris Coal & Grain Co. v., (1081), 15 I. C. C., 37, 637.

See *Laning-Harris Coal & Grain Co. v. St. L. & S. F. R. R. Co.*

St. Louis & San Francisco R. R. Co. et al., Learned-Haynes Co. v., 18 I. C. C., 622.

St. Louis & San Francisco R. R. Co., Lehman-Higginson Grocer Co. v., 10 I. C. C., 460.

St. Louis & San Francisco R. R. Co., Leonard Coal Co. v. (1207), 12 I. C. C., 589.

St. Louis & San Francisco R. R. Co., Long & Co. v. (U. R. A-486), 29 I. C. C., 728.

St. Louis & San Francisco R. R. Co., McGregor-Noe-W Hardware Co. v., 26 I. C. C., 466.

St. Louis & San Francisco R. R. Co., McKeen Motor Car Co. v. (6120), 29 I. C. C., 713.

St. Louis & San Francisco R. R. Co. et al., Marshall & Michel Grain Co. v., 16 I. C. C. 385.

See *Marshall & Michel Grain Co. v. St. L. & S. F. R. R. Co.*

St. Louis & San Francisco R. R. Co. et al., Marshall & Michel Grain Co. v., 18 I. C. C., 228.

St. Louis & San Francisco R. R. Co., Mayor & City Council of Wichita, Kas. v., 9 I. C. C., 534.

See *Mayor & City Council of Wichita, Kans. v. A. T. & S. F. Ry. Co.*

St. Louis & San Francisco R. R. Co., Mayor & City Council of Wichita, Ks., v., 9 I. C. C., 558.

See Mayor & City Council of Wichita, Kans., v. A. T. & S. F. Ry. Co.

St. Louis & San Francisco R. R. Co., Mayor & City Council of Wichita, Ks., v., 9 I. C. C., 569.

St. Louis & San Francisco R. R. Co. et al., Memphis Freight Bureau v., 17 I. C. C., 621.

St. Louis & San Francisco Ry. Co. et al., Memphis Freight Bureau v., 21 I. C. C., 113.

See Memphis Freight Bureau v. St. L. & S. F. R. R. Co.

St. Louis & San Francisco R. R. Co., Memphis Freight Bureau v., 22 I. C. C., 548.

St. Louis & San Francisco R. R. Co., Memphis Freight Bureau v., 24 I. C. C., 602.

St. Louis & San Francisco R. R. Co., Memphis Grain & Hay Asso. v., 24 I. C. C., 609.

See Memphis Grain & Hay Asso. v. St. L. & S. F. Ry. Co.

St. Louis & San Francisco R. R. Co., Milliken Refining Co. v., 27 I. C. C., 445.

See Milliken Refining Co. v. St. L. & S. F. R. R. Co.

St. Louis & San Francisco R. R. Co., Milne, R., v. (1104), 15 I. C. C., 637.

St. Louis & San Francisco R. R. Co., Missouri & Kansas Shippers' Asso. v., 13 I. C. C., 620.

See Topeka Banana Dealers' Asso. v. St. L. & S. F. R. R. Co.

St. Louis & San Francisco R. R. Co., Missouri Valley Banana Dealers' Asso. v., 13 I. C. C., 620.

See Topeka Banana Dealers' Asso. v. St. L. & S. F. R. R. Co.

St. Louis & San Francisco R. R. Co., Muskogee Wholesale Grocer Co. v. (U. R. A-577), 30 I. C. C., 720.

St. Louis & San Francisco R. R. Co., Norris v., 25 I. C. C., 416.

St. Louis & San Francisco R. R. Co. et al., National Zinc Co. v., 18 I. C. C., 609.

St. Louis & San Francisco R. R. Co. et al., Noble, William K., v., 16 I. C. C., 186.

St. Louis & San Francisco R. R. Co., North Brothers v., 13 I. C. C., 152.

See North Bros. v. St. L. & S. F. R. R. Co.

St. Louis & San Francisco R. R. Co., Ocheltree Grain Co. v., 13 I. C. C., 46.

See Ocheltree Grain Co. v. St. L. & S. F. R. R. Co.

St. Louis & San Francisco R. R. Co., Ozark Cooperage & Lumber Co. v.,
26 I. C. C., 132.

St. Louis & San Francisco R. R. Co., Ozark Fruit Growers' Asso. v., 16 I. C.
C., 106, 134, 153.

See Ozark Fruit Growers' Asso. v. St. L. & S. F. R. R. Co.

St. Louis & San Francisco R. R. Co., Paola Refining Co. v., 16 I. C. C., 605.

St. Louis & San Francisco R. R. Co. et al., Paola Refining Co. v., 16 I. C.
C., 606.

St. Louis & San Francisco R. R. Co., Penrod Walnut & Veneer Co. v. (1697).
14 I. C. C., 641.

St. Louis & San Francisco R. R. Co., H. B. Pitts & Son v., 10 I. C. C., 684.

St. Louis & San Francisco R. R. Co., Porter et al. v., 15 I. C. C., 1.

See Porter v. St. L. & S. F. R. R. Co.

St. Louis & San Francisco R. R. Co. et al., Rainey & Rogers v., 18 I. C.
C., 88.

See Rainey & Rogers v. St. L. & S. F. R. R. Co.

St. Louis & San Francisco R. R. Co., Rees & Wagner v. (U. R. A-358), 28 I.
C. C., 735.

St. Louis & San Francisco R. R. Co., Republic Flour Mills Co. v. (5878), 28
I. C. C., 719.

St. Louis & San Francisco R. R. Co., George Rice v., 5 I. C. C., 193.

See Rice v. Cinn., Wash. & Balt. R. R. Co.

St. Louis & San Francisco R. R. Co., Richardson Lubricating Co. v., 22 I. C.
C., 657.

St. Louis & San Francisco R. R. Co., Riverside Mills v., 24 I. C. C., 264.

St. Louis & San Francisco Ry. 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.

St. Louis & San Francisco R. R. Co., Sligo Iron Store Co. v., 28 I. C. C., 616.

St. Louis & San Francisco R. R. Co. et al., Smith, Perry C., Grain Co. v.,
21 I. C. C., 666.

St. Louis & San Francisco R. R. Co., Southwestern Millers League v., 26 I.
C. C., 245.

See *Southwestern Millers League v. St. L. & S. F. R. R. Co.*

St. Louis & San Francisco R. R. Co., Southwestern Missouri Millers Club v.,
29 I. C. C., 28.

St. Louis & San Francisco R. R. Co., Sperr Hardware Co. v. (U. R. A-217),
27 I. C. C., 723.

**St. Louis & San Francisco R. R. Co., Springfield Traffic Bureau of the Job-
bers & Mfrs. Asso. v.**, 29 I. C. C., 600.

St. Louis & San Francisco R. R. Co., Stark v. (1133), 29 I. C. C., 707.

St. Louis & San Francisco R. R. Co. et al., Sunderland Bros. Co. v., 18 I. C.
C., 545.

See *Sunderland Bros. Co. v. St. L. & S. F. R. R. Co.*

St. Louis & San Francisco R. R. Co., Texas Cement Plaster Co. v., 12 I. C.
C., 68.

St. Louis & San Francisco R. R. Co., Texas Cement & Plaster Co. v., 26 I.
C. C., 508.

St. Louis & San Francisco R. R. Co., Texas Cement & Plaster Co. v. (874).
12 I. C. C., 584.

St. Louis & San Francisco R. R. Co., Topeka Banana Dealers' Asso. v., 13 I.
C. C., 620.

See *Topeka Banana Dealers' Asso. v. St. L. & S. F. R. R. Co.*

**St. Louis & San Francisco R. R. Co., Traffic Bureau, Merchants' Ex. of St.
Louis v.**, 14 I. C. C., 317, 551.

**St. Louis & San Francisco R. R. 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.*

**St. Louis & San Francisco R. R. Co., Transportation Bureau of Wichita,
Kans., v.**, 23 I. C. C., 679, 682.

**St. Louis & San Francisco R. R. Co., Transportation Bureau of Wichita,
Kans., v. (4290, 4294)**, 29 I. C. C., 709.

St. Louis & San Francisco R. R. Co., United States Gypsum Co. v. (U. R. A-310), 28 I. C. C., 729.

St. Louis & San Francisco R. R. Co., U. S. Gypsum Co. v. (5556), 29 I. C. C., 711.

St. Louis & San Francisco Ry. Co. et al., Vail, Aaron T., v., 21 I. C. C., 667.

St. Louis & San Francisco R. R. Co. et al., Virginia-Carolina Chemical Co. v., 18 I. C. C., 5.

See *Virginia-Carolina Chemical Co. v. St. L. & S. F. R. R. Co.*

St. Louis & San Francisco R. R. Co., Von Behren Mfg. Co. v. (U. R. A-175), 27 I. C. C., 717.

St. Louis & San Francisco R. R. Co., Wellington v., 13 I. C. C., 534.

St. Louis & San Francisco R. R. Co. et al., White Bros. v., 17 I. C. C., 627.

St. Louis & San Francisco R. R. Co., Wichita Business Asso. Traffic Bureau v., 25 I. C. C., 712.

St. Louis & San Francisco R. R. Co., Wills & Botts v. (1105), 15 I. C. C., 637.

St. Louis & San Francisco R. R. Co. et al., Winterbotham, J. H. & Sons, Inc., v., 21 I. C. C., 266.

St. Louis & San Francisco R. R. Co. et al., Wolter, Fred, v., 18 I. C. C., 619.

St. Louis, Arkansas & Texas Ry. Co., George M. Jackson v., 1 I. C. C., 184.

St. Louis, Arkansas & Texas Ry. Co., Kauffman Milling Co. v., 4 I. C. C., 417.

See *Kauffman Milling Co. v. Mo. Pac. Ry. Co.*

St. Louis Blast Furnace Co. v. C. & O. R. Co., 24 I. C. C., 360.

St. Louis Blast Furnace Co. v. C. & O. R. Co., 25 I. C. C., 183.

St. Louis Blast Furnace Co. v. L. & N. R. Co., 26 I. C. C., 355.

St. Louis Blast Furnace Co. v. P. & L. E. R. Co., 24 I. C. C., 360.

St. Louis Blast Furnace Co. v. Virginian Ry. Co. et al., 21 I. C. C., 215.

Carriers ordered to pay to complainant a certain sum of money as reparation for charging an unreasonable rate on coke from Deepwater, W. Va., to Carondelet, Mo.

Southern Ry. Co. v. United States.

193 Fed. 664; 1 Com. Ct. 305. December 5, 1911.

Commerce Court No. 44. Hunt, J.

Authority conferred by Congress upon the Commerce Court to suspend or annul "any order."

Southern Ry. Co. v. United States.

Not reported. January 23, 1912.

Commerce Court No. 44.

Case dismissed on motion of petitioners.

Cited: St. Louis Blast Furnace Co. v. Virginian Ry. Co. et al., 24 I. C. C., 362.

The original case was an award of reparation on ground of unreasonable rates charged for the transportation of the shipments involved. An appeal was taken to Commerce Court, where it was dismissed, thereupon a petition to rehear was made to Commission which was granted.

Cited: St. Louis Blast Furnace Co. v. L. & N. R. R. Co., 26 I. C. C., 357.
Practically same situation involved as in cited case.

St. Louis Blast Furnace Co. v. V. R. Co., 24 I. C. C., 360.

Followed: St. Louis Blast Furnace Co. v. V. R. Co., 25 I. C. C., 183.

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

Rates on coke from Page and Eagle, W. Va., to Carondelet, Mo., considered.

St. Louis Blast Furnace Co. v. V. R. Co., 25 I. C. C., 183.

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

Rates on coke of \$2.90 per net ton from Page, W. Va., and \$2.80 per net ton from Eagle, W. Va., to Carondelet, Mo., held not unlawful.

St. Louis, Brownsville & Mexico R. R. Co., Kibbe v., 25 I. C. C., 661.

St. Louis Business Men's League v. Chicago & Alton R. R. Co. et al., 21 I. C. C., 669.

St. Louis Coffee Importers Traffic Asso. v. I. C. R. R. Co., 28 I. C. C., 484.

St. Louis Cotton Exchange v. A., T. & S. F. Ry. Co. (5677), 28 I. C. C., 716.

St. Louis Hay & Grain Co. v. Chicago, Burlington & Quincy R. R. Co., 11 I. C. C., 82.

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

Reparation awarded for discrimination.

St. Louis Hay & Grain Co., Illinois Central R. R. Co., 11 I. C. C., 486.

Cited: Kehoe & Co. v. Ill. Cen. R. R. Co., 14 I. C. C., 543.

Nor is it unlawful for the defendants to maintain reconsignment rates which are higher in some cases than their proportion of through rates. The service of the carriers in handling reconsigned hay is more expensive as a general rule, if not invariably, than the service performed in cases of through shipment, while the reconsignment privileges in question must be of substantial value to the dealers in East St. Louis.

St. Louis Hay & Grain Co. v. Mobile & Ohio R. R. Co., 11 I. C. C., 90.

Carriers ordered to discontinue their practice of charging 2 cents per 100 pounds as a reconsignment charge on hay at East St. Louis, Ill., on the ground that such charge is unreasonable to the extent that it exceeds 1 cent per 100 pounds, the cost of rendering the service.

St. Louis Hay & Grain Co. v. Southern Ry.

149 Fed. 609. June 25, 1906.

C. C. E. D. Ill. Wright, J.

Commission's order held to be valid. Damages awarded on basis of Commission's award of reparation.

Southern Ry. Co. v. St. Louis Hay & Grain Co.

153 Fed. 728. April 16, 1907.

C. C. A. 7th Cir. Baker, J.

Commission's order held valid. Judgment of lower court sustained.

Southern Ry. Co. v. St. Louis Hay & Grain Co.

214 U. S. 297. June 1, 1909. Brewer, J.

Commission's order held invalid on ground that carriers are entitled to a reasonable profit over and above the cost of rendering an extra and additional service. Judgment of both lower courts reversed with directions to remand the matter to the Commission for further investigation and report.

Quoted: St. Louis H. & G. Co. v. Ill. Cen. R. Co., 11 I. C. C., 493.

"It is well understood that a through rate may properly be less than the sum of the locals to and from a divisional point. The mere fact, therefore, that these defendants make in connection with northern lines a joint rate on hay from points of production to points of consumption through East St. Louis which is less than the rate into that point added to the rate out does not establish the illegality of any of the rates involved."

Cited: Quimby et al. v. Maine Central Ry. Co., 13 I. C. C., 248.

Prior to amendment of June 29, 1906, it was held that the stopping of a commodity in transit for treatment or reconsignment was in the nature of a special privilege which the carriers might concede, though the shipper could not under the law as it then stood, demand as a matter of lawful right.

Cited: Schmidt & Sons v. M. C. R. R. Co., 19 I. C. C., 534.

Cited: Detroit Traffic Asso. v. L. S. & M. S. Ry. Co., 21 I. C. C., 264.

Cited: Spiegle v. S. Ry. Co., 25 I. C. C., 76.

Found that the cost to the carriers of the reconsigning service at East St. Louis did not exceed 1 cent per 100 pounds and this was made basis of award of reparation. In 214 U. S. 297 this was reversed and held carriers were entitled to a profit on the service performed here as well as on transportation proper.

St. Louis Hay & Grain Co. v. Louisville & Nashville R. R. Co. et al., 19 I. C. C., 533.

See St. Louis Hay & Grain Co. v. M. & O. R. R. Co.

St. Louis Hay & Grain Co. v. Mobile & Ohio R. R. Co. et al., 18 I. C. C., 607.

St. Louis Hay & Grain Co. v. Mobile & Ohio R. R. Co. et al., 19 I. C. C., 533.

Cited: Spiegle v. S. Ry. Co., 25 I. C. C., 77.

Following the Supreme Court in 214 U. S., 297, the Commission allowed 1½ cents per 100 pounds yielding upon minimum of 20,000 pounds, \$3 per car for stopping hay at warehouse and grading and sending forward.

St. Louis, Iron Mountain & Southern Ry. Co., American Hardwood Lumber Co. v., 22 I. C. C., 673.

St. Louis, Iron Mountain & Southern Ry. Co., Anderson-Tully Co. v., 24 I. C. C., 713.

St. Louis, Iron Mountain & Southern Ry. Co., Arkansas Fertilizer Co. v., 25 I. C. C., 266, 645.

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

St. Louis, Iron Mountain & Southern Ry. Co., Atchison v., 22 I. C. C., 131.

See Atchison v. St. L., I. M. & S. Ry. Co.

St. Louis, Iron Mountain & Southern Ry. Co., Baker & McDowell Hardware Co. v., 26 I. C. C., 717.

St. Louis, I. M. & S. Ry. Co., Barnes Grocer Co. v. (U. R. A-283), 28 I. C. C., 725.

St. Louis, Iron Mountain & Southern Ry. Co., Barton-Reisinger-Davis Co. v., 15 I. C. C., 222.

St. Louis, Iron Mountain & Southern Ry. Co., Bayne v., 26 I. C. C., 720.

St. Louis, Iron Mountain & So. Ry. Co., Beekman Lumber Co. v., 15 I. C. C., 274.

See *Beekman Lumber Co. v. St. L., I. M. & S. Ry. Co.*

St. Louis, Iron Mountain & Southwestern Ry. Co., Big Muddy Coal & Iron Co. v., 26 I. C. C., 721.

St. Louis, Iron Mountain & Southern Ry. Co., Block-Pollak Iron Co. v., 22 I. C. C., 662.

St. Louis, Iron Mountain & Southern Ry. Co., Bluff City Oil Company v., 16 I. C. C., 296.

St. Louis, Iron Mountain & Southern Ry. Co. et al., Broderick & Bascom Rope Co. v., 21 I. C. C., 668.

St. Louis, Iron Mountain & Southern Ry. Co., Broderick & Bascom Rope Co. v., 24 I. C. C., 712.

St. Louis, Iron Mountain & Southern Ry. Co. et al., Brook-Rauch Mill & Elevator Co. v., 21 I. C. C., 651.

St. Louis, Iron Mountain & Southern Ry. Co., Brook-Rauch Mill & Elevator Co. v., 22 I. C. C., 249.

St. Louis, I. M. & S. Ry. Co., Brook-Rauch Mill & Elevator Co. v. (4486), 28 I. C. C., 711.

St. Louis, Iron Mountain & Southern 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.*

St. Louis & Iron Mountain & Southern Ry. Co., Carpenter v., 22 I. C. C., 671.

St. Louis, I. M. & S. Ry. Co., Carpenter v. (U. R. A-520), 29 I. C. C., 733.

St. Louis, Iron Mountain & Southern Ry. Co., Cattle Raisers' Asso. v., 11 I. C. C., 296.

See *Cattle Raisers' Asso. v. M., K. & T. Ry. Co.*

St. Louis, Iron Mountain & Southern Ry. Co., Chanute Refining Co. v. (1543), 14 I. C. C., 638.

St. Louis, Iron Mountain & Southern Ry. Company, Coggins & Co. v. (1681), 14 I. C. C., 641.

St. Louis, Iron Mountain & Southern Ry. Co., Craig Commission Co. v., 24 I. C. C., 727.

St. Louis, Iron Mountain & Southern Ry. Co., Davis v., 24 I. C. C., 309.

St. Louis, Iron Mountain & Southern Ry. Co., Dixie Cotton Oil Co. v.,
27 I. C. C., 295.

**St. Louis, Iron Mountain & Southern Ry. Co., Evens & Howard Fire Brick
Co. v.,** 25 I. C. C., 141.

See Evens & Howard Fire Brick Co. v. St. L., I. M. & S. Ry. Co.

St. Louis, Iron Mountain & Southern Ry. Co. et al., Fathauer, Theo. Co. v.,
18 I. C. C., 517.

See Fathauer Co. v. St. L., I. M. & S. Ry. Co.

**St. Louis, Iron Mountain & Southern Ry. Co. et al., Ferguson, C. E. Saw
Mill Co. v.,** 18 I. C. C., 391, 396.

See Ferguson Sawmill Co. v. St. L., I. M. & S. Ry. Co.

St. Louis, Iron Mountain & Southern Ry. Co., Ferguson Saw-mill Co. v.,
23 I. C. C., 229.

St. Louis, Iron Mountain & So. Ry. Co., Charles G. Freeman v., 7 I. C.
C., 202.

St. Louis, Iron Mountain & Southern Ry. Co. et al., Freeman Lumber Co. v.,
19 I. C. C., 348.

See Freeman Lumber Co. v. St. L., I. M. & S. Ry. Co.

St. Louis, Iron Mountain & Southern Ry. Co. et al., Freeman Lumber Co. v.,
20 I. C. C., 612.

**St. Louis, Iron Mountain & Southern Ry. Co., Gamble-Robinson Commis-
sion Co. v.,** 22 I. C. C., 138.

See Gamble-Robinson Commission Co. v. St. L., I. M. & S. Ry. Co.

St. Louis, Iron Mountain & Southern Ry. Co. et al., Goedde & Co. v.,
20 I. C. C., 655.

St. Louis, I. M. & S. Ry. Co., Green River Lumber Co. v. (6455), 30 I. C.
C., 714.

**St. Louis, Iron Mountain & Southern Ry. Company, Griffin H. Reeves Lum-
ber Co. v. (1730),** 14 I. C. C., 642.

St. Louis, Iron Mountain & Southern Ry. Co. et al., Imperial Wheel Co. v.,
20 I. C. C., 56.

St. Louis, Iron Mountain & Southern Ry. Co., Jarratt & Son v. (1238), 14 I.
C. C., 635.

- St. Louis, Iron Mountain & Southern Ry. Co., Johnson & Hunt v.**, 24 I. C. C., 648.
- St. Louis, Iron Mountain & Southern Ry. Co., Kennedy & Co. v.**, 25 I. C. C., 716.
- St. Louis, Iron Mountain & Southern Ry. Co., Jeffris & Co. v.**, 26 I. C. C., 709.
- St. Louis, I. M. & S. Ry. Co., Leavitt Land & Lumber Co. v.** (U. R. A-174), 27 I. C. C., 717.
- St. Louis, Iron Mountain & Southern Ry. Co., Lehman-Higginson Grocer Co. v.**, 10 I. C. C., 460.
- St. Louis, Iron Mountain & Southern Ry. Co., Lemore & Co. v.**, 26 I. C. C., 714.
- St. Louis Iron Mountain Ry. Co., Lesser-Goldman Cotton Co. v.**, 27 I. C. C., 496.
- St. Louis, I. M. & S. Ry. Co., Lipe v.** (U. R. A-562), 30 I. C. C., 719.
- St. Louis, Iron Mountain & Southern Ry. Co., Little Rock Chamber of Commerce v.**, 25 I. C. C., 709.
- St. Louis, Iron Mountain & Southern Ry. Co., Little Rock Chamber of Commerce v.**, 26 I. C. C., 341.
- See Little Rock Chamber of Commerce v. St. L., I. M. & S. Ry. Co.
- St. Louis, Iron Mountain & Southern Ry. Co. et al., Little Rock Cotton Oil Mill v.**, 21 I. C. C., 668.
- St. Louis, I. M. & S. Ry. Co., Lone Star Brewing Co. v.** (U. R. A-531), 29 I. C. C., 734.
- St. Louis, Iron Mountain & Southern Ry. Co. et al., Manufacturers' Ry. Co. et al. v.**, 21 I. C. C., 304.
- See Manufacturers' Ry. Co. v. St. L., I. M. & S. Ry. Co.
- St. Louis, Iron Mountain & Southern Ry. Co., Mfrs.' Ry. Co. v.**, 28 I. C. C., 93.
- St. Louis, Iron Mountain & Southern Ry. Co., Mayor and City Council of Wichita, Kans., v.**, 9 I. C. C., 569.
- St. Louis, Iron Mountain & Southern Ry. Co. et al., Memphis Freight Bureau v.**, 22 I. C. C., 548.

See Memphis Freight Bureau v. St. L., I. M. & S. Ry. Co.

- St. Louis, Iron Mountain & Southern Ry. Co., Memphis Freight Bureau v.,** 24 I. C. C., 547.
- St. Louis, Iron Mountain & Southern Ry. Co. et al., Merchants' Freight Bureau of Little Rock, Ark., v.,** 18 I. C. C., 609.
- St. Louis, Iron Mountain & Southern Ry. Co., Merchants' Freight Bureau of Little Rock v.,** 26 I. C. C., 341.
- St. Louis, I. M. & S. Ry. Co., Merchants' Freight Bureau of Little Rock, Ark., for Mt. Olive Stave Co. v. (5935),** 28 I. C. C., 720.
- St. Louis, I. M. & S. Ry. Co., Merchants' Freight Bureau of Little Rock v. (U. R. A-633),** 30 I. C. C., 728.
- St. Louis, Iron Mountain & Southern Ry. Co., Miller & Co. v.,** 23 I. C. C., 717.
- St. Louis, Iron Mountain & Southern Ry. Co., Mixon-McClintock Co. v.,** 25 I. C. C., 8.
- St. Louis, Iron Mountain & So. Ry. Co., Monroe Progressive League v.,** 15 I. C. C., 534.
- See *Monroe Progressive League v. St. L., I. M. & S. Ry. Co.*
- St. Louis, Iron Mountain & Southern Ry. Co., J. W. Moran & Son v.,** 11 I. C. C., 598.
- St. Louis, Iron Mountain & Southern Ry. Co., National Lumber Exporters' Asso. v.,** 28 I. C. C., 215.
- St. Louis, Iron Mountain & Southern Ry. Co., National Refrigerator & Butchers Supply Co. v.,** 26 I. C. C., 524.
- St. Louis, Iron Mountain & Southern Ry. Co., New Roads Oil Mill & Mfg. Co. v.,** 24 I. C. C., 167.
- St. Louis, Iron Mountain & Southern 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.*
- St. Louis, Iron Mt. & So. Ry. Co., Parlin & Orendorff Co. v.,** 15 I. C. C., 145.
- St. Louis, Iron Mountain & Southern Ry. Co., Pleasant Hill Lumber Co. v.,** 16 I. C. C., 335.
- St. Louis, I. M. & S. Ry. Co., Pouncey Paving & Const. Co. v. (5936),** 29 I. C. C., 712.
- St. Louis, Iron Mountain & Southern Ry. Co., Producers' Pipe Line Co. v.,** 12 I. C. C., 186.
- See *Producers' Pipe Line Co. v. St. L., I. M. & S. Ry. Co.*

- St. Louis, Iron Mountain & Southern Ry. Co., R. R. Commission of Arkansas v.**, 24 I. C. C., 292.
- St. Louis, Iron Mountain & Southern Ry. Co., Refuge Cotton Oil Co. v.**, 27 I. C. C., 117.
- St. Louis, Iron Mountain & Southern Ry. Co., Reynolds, Davis & Co. v.**, 23 I. C. C., 713.
- St. Louis, Iron Mountain & Southern Ry. Co., George Rice v.**, 1 I. C. C., 503.
See *Rice v. L. & N. R. R. Co.*
- St. Louis, Iron Mountain & Southern Ry. Co., George Rice v.**, 4 I. C. C., 228.
See *Rice v. A., T. & S. F. Ry. Co.*
- St. Louis & Iron Mountain & Southern Ry. Co., Sallisaw Cotton Oil Co. v.**, 22 I. C. C., 665.
- St. Louis, Iron Mountain & Southern Ry. Co. et al., Sawyer & Austin Lumber Co. v.**, 19 I. C. C., 141.
- St. Louis, Iron Mountain & Southern Ry. Co. et al., Sawyer & Austin Lumber Co. v.**, 21 I. C. C., 464.
- St. Louis, Iron Mountain & Southern Ry. Co. et al., Sawyer & Austin Lumber Co. v.**, 21 I. C. C., 685.
- St. Louis, I. M. & S. Ry. Co., Sawyer & Austin Lumber Co. v.** (U. R. A-481), 29 I. C. C., 727.
- St. Louis, Iron Mountain & Southern Ry. Co., Smith, B. E., v.**, 16 I. C. C., 335.
- St. Louis, Iron Mountain & Southern Ry. Co., Stewart-Greer Lumber Co. v.**, 29 I. C. C., 120.
- St. Louis, Iron Mountain & Southern Ry. Co., Street & Graves v.**, 24 I. C. C., 724.
- St. Louis, Iron Mt. & So. Ry. Co., Superior Refining Co. v.** (1546), 15 I. C. C., 638.
- St. Louis, Iron Mountain & Southern Ry. Co., Texarkana Freight Bureau v.**, 28 I. C. C., 569.
See *Texarkana Freight Bu. v. St. L., I. M. & S. Ry. Co.*
- St. Louis, Iron Mt. & So. Ry. Co., Venus, D. M., v.**, 15 I. C. C., 136.

St. Louis, Iron Mountain & Southern Ry. Co. et al, Virginia-Carolina Chemical Co. v., 18 I. C. C., 1.

See *Virginia-Carolina Chemical Co. v. St. L., I. M. & S. Ry. Co.*

St. Louis, I. M. & S. Ry. Co., Weaks Iron Works & Supply Co. v. (U. R. A-201), 27 I. C. C., 721.

St. Louis, Iron Mountain & Southern Ry. Co. et al, Wells-Higman Co. v., 18 I. C. C., 175.

See *Wells-Higman Co. v. St. L., I. M. & S. Ry. Co.*

St. Louis, Iron Mountain & Southern Ry. Co., Wells-Higman Co. v., 22 I. C. C., 288.

St. Louis, Iron Mountain & Southern Ry. Co., Wheeler Lumber Bridge & Supply Co. v., 23 I. C. C., 514.

St. Louis, Iron Mountain & Southern Ry. Co., Wichita Wholesale Furniture Co. v., 26 I. C. C., 107.

St. Louis, Iron Mountain & Southern Ry. Co., Willman & Co. v., 22 I. C. C., 405.

See *Willman & Co. v. St. L., I. M. & S. Ry. Co.*

St. Louis, Keokuk & Northwestern R. R. Co., A. J. Gustin v., 8 I. C. C., 277.

See *Gustin v. A., T. & S. F. Ry. Co.*

St. Louis Lumbermen's Exchange v. A. & S. R. R. Co., 24 I. C. C., 220.

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

St. Louis Merchants' Bridge Terminal Ry. Co., American Type Founders Co. v., 25 I. C. C., 709.

St. Louis Merchants' Exchange v. B. & O. R. R. Co., 30 I. C. C., 700.

St. Louis Millers' Association, In re, 1 I. C. C., 20.

Cited: *The Penn. Co. v. Lou., New A. & Chi. Ry. Co.*, 3 I. C. C., 224.
The Commission does not give opinions on abstract questions.

St. Louis, San Francisco & Tex. Ry. Co., Cattle Raisers' Asso. v., 11 I. C. C., 296.

See *Cattle Raisers' Asso. v. M., K. & T. Ry. Co.*

St. Louis Southern Ry. Co., Ault & Jackson Co. v., 19 I. C. C., 602.

- St. Louis Southern Ry. Co., Edwards, E. L., v.,** 19 I. C. C., 602.
- St. Louis Southwestern Ry. Co. et al., Abeles, Charles T. Co. v.,** 20 I. C. C., 668.
- St. Louis Southwestern Ry. Co. et al., Advance Lumber Co. v.,** 16 I. C. C., 335.
- St. Louis Southwestern Ry. Co., American Well & Prospecting Co. v. (5744),** 29 I. C. C., 712.
- St. Louis Southwestern Ry. Co., Athens Fire Brick Co. v. (5525),** 29 I. C. C., 711.
- St. Louis Southwestern Ry. Co., Beekman Lumber Co. v.,** 14 I. C. C., 532.
- St. Louis Southwestern Ry. Co., Cattle Raisers' Asso. v.,** 11 I. C. C., 296.
- See *Cattle Raisers' Asso. v. M., K. & T. Ry. Co.*
- St. Louis Southwestern Ry. Co., Celina Mill & Elevator Co. v.,** 15 I. C. C., 138.
- See *Celina Mill & Elevator Co. v. St. L. S. W. Ry. Co.*
- St. Louis Southwestern Ry. Co., Charles G. Freeman v.,** 7 I. C. C., 202.
- St. Louis Southwestern Ry. Co., Condie-Neale Glass Co. v. (U. R. A-192),** 27 I. C. C., 720.
- St. Louis Southwestern Ry. Co., Headington & Hedenbergh v.,** 24 I. C. C., 721.
- St. Louis South Western Ry. Co., Keller, Gus C., v.,** 21 I. C. C., 488.
- St. Louis Southwestern Ry. Co., Kennedy & Co. v.,** 22 I. C. C., 277.
- See *Kennedy & Co. v. St. L. S. W. Ry. Co.*
- St. Louis Southwestern Ry. Co., Lee v.,** 29 I. C. C., 101.
- St. Louis Southwestern Ry. Co. et al., Littell, T. B., v.,** 18 I. C. C., 187.
- St. Louis Southwestern Ry. Co. of Texas, Lufkin Land & Lumber Co. v.,** 24 I. C. C., 725.
- St. Louis Southwestern Ry. Co., Mayor and City Council of Wichita, Kans., v.,** 9 I. C. C., 569.
- St. Louis Southwestern Ry. Co. of Tex., Mayor and City Council of Wichita, Kans., v.,** 9 I. C. C., 569.
- St. Louis Southwestern Ry. Co., Memphis Freight Bureau v.,** 18 I. C. C., 67.
- See *Memphis Freight Bureau v. St. L. S. W. Ry. Co.*

St. Louis Southwestern Ry. Co. et al., Memphis Freight Bureau v., 20 I. C. C., 33.

See *Memphis Freight Bureau v. St. L. S. W. Ry. Co.*

St. Louis Southwestern Ry. Co., Memphis Freight Bureau v., 22 I. C. C., 537.

See *Memphis Freight Bureau v. St. L. S. W. Ry. Co.*

St. Louis Southwestern Ry. Co., Mercantile Lumber & Supply Co. v., 28 I. C. C., 701.

St. Louis Southwestern Ry. Co., New Orleans Board of Trade v. (1318), 13 I. C. C., 682.

St. Louis Southwestern Ry. Co. et al., Noble, William K., v., 20 I. C. C., 62.

St. Louis Southwestern Ry. Co., Plano Milling Co. v., 22 I. C. C., 360.

St. Louis Southwestern Ry. Co., Pleasant Hill Lumber Co. v., 15 I. C. C., 532.

St. Louis Southwestern Ry. Co., R. R. Com. of Louisiana v., 23 I. C. C., 31.

See *R. R. Com. of La. v. St. L. S. W. Ry. Co.*

St. Louis Southwestern Ry. Co., George Rice v., 5 I. C. C., 660.

St. Louis Southwestern Ry. Co. of Texas, George Rice v., 5 I. C. C., 660.

St. Louis South Western Ry. Co. et al., Samuels, S. & Co. v., 20 I. C. C., 646.

See *Samuels & Co. v. St. L. S. W. Ry. Co.*

St. Louis Southwestern Ry. Co., Southwestern Missouri Millers' Club v., 26 I. C. C., 245, 630.

See *Southwestern Millers' League v. St. L. & S. F. R. R. Co.*

St. Louis Southwestern Ry. Co., Stock Yards Cotton & Linseed Meal Co. v., 14 I. C. C., 530.

St. Louis Southwestern Ry. Co., Virginia-Carolina Chemical Co. v., 16 I. C. C., 49.

See *Virginia-Carolina Chemical Co. v. St. L. S. W. Ry. Co.*

St. Louis Southwestern Ry. Co., Welisch & Co. v. (U. R. A-423), 29 I. C. C., 720.

St. Louis Southwestern Ry. Co. of Texas et al., East St. Louis Walnut Co. v., 17 I. C. C., 582.

St. Louis Southwestern Ry. Co. of Texas, Hancock Bros. Fruit Co. v.,
26 I. C. C., 711.

St. Louis Southwestern Ry. Co. of Tex., Lufkin Land & Lumber Co. v.
(U. R. A-455), 29 I. C. C., 724.

St. Louis Southwestern Ry. Co. of Texas, Waco Freight Bureau v., 24 I. C.
C., 717.

St. Louis, Springfield & Peoria R. R., P. & P. U. R. Co., v., 26 I. C. C., 226.

Cited: Waverly Oil Works Co. v. P. R. R. Co., 28 I. C. C., 628.

There is nothing sacred about the terminals of a railroad. They are available to the public and may be regulated by the public in exactly the same way that any other part of a railroad can be.

St. Louis, Traffic Bureau, Merchants' Ex. of, v. Chicago, Burlington & Quincy R. R. Co., 14 I. C. C., 317, 510, 551.

See Traffic Bureau, etc., of St. Louis v. C., B. & Q. R. R. Co.

St. Louis Traffic Bureau of Merchants' Exchange v. C., B. & Q. R. Co.,
22 I. C. C., 496.

St. Louis, Traffic Bureau, Merchants' Exchange of, v. Chicago, Rock Island & Pacific Ry. Co., 14 I. C. C., 317, 551.

See Traffic Bureau, etc., of St. Louis v. C., B. & Q. R. R. Co.

St. Louis Traffic Bureau of Merchants' Exchange v. C., R. I. & P. R. Co.,
22 I. C. C., 496.

St. Louis, Traffic Bureau, Merchants' Exchange of, v. Missouri, Kansas & Texas Ry. Co., 14 I. C. C., 317, 551.

St. Louis Traffic Bureau of Merchants' Exchange v. M., K. & T. R. Co.,
22 I. C. C., 496.

St. Louis, Traffic Bureau, Merchants' Exchange of, v. Missouri Pacific Ry. Co., 15 I. C. C., 317, 551.

St. Louis Traffic Bureau of Merchants' Exchange v. M. P. R. Co., 22 I. C.
C., 496.

See Traffic Bureau, etc., of St. Louis v. C., B. & Q. R. R. Co.

St. Louis, Traffic Bureau, Merchants' Exchange of, v. St. Louis & San Francisco R. R. Co., 14 I. C. C., 317, 551.

St. Louis Traffic Bureau of Merchants' Exchange v. St. L. & S. F. R. Co.,
22 I. C. C., 496.

See Traffic Bureau, etc., of St. Louis v. C., B. & Q. R. R. Co.

St. Louis, Watkins & Gulf Ry. Co. et al., Industrial Lumber Co. v., 19 I. C. C., 50.

St. Matthews Produce Exchange (Inc.) v. L. & N. R. R. Co. (5870), 28 I. C. C., 719.

St. Paul & Des Moines R. R. Co., Brown-Camp Hardware Co. v., 19 I. C. C., 606.

St. Paul & Duluth R. R. Co., Chamber of Commerce of Minneapolis v., 5 I. C. C., 571.

See Chamber of Com. of Minneapolis v. Gt. No. Ry. Co.

St. Paul & Puget Sound Accounts, 29 I. C. C., 508.

St. Paul Board of Trade v. Chicago, Milwaukee & St. Paul Ry. Co. et al., 17 I. C. C., 596.

St. Paul Board of Trade et al. v. Minneapolis, St. Paul & Sault Ste Marie Ry. Co., 19 I. C. C., 285.

Quoted: Red River Oil Co. v. T. & P. Ry. Co., 23 I. C. C., 444.

An attempt to connect outbound interstate movements with inbound movements to a concentrating point under rates not on file with the Commission is unlawful.

St. Paul, Minneapolis & Manitoba R. R. Co., Wm. M. Holbrook v., 1 I. C. C., 102.

See Holbrook v. St. Paul, Minneapolis & Manitoba R. R. Co.

St. Paul, Minneapolis & Manitoba Ry. Co., E. M. Raworth v., 5 I. C. C., 234.

See Raworth v. Northern Pacific R. R. Co.

St. Paul Union Stock Yards Company of St. Paul, Interveners in Chicago Live Stock Ex., v. Chicago Great Western Ry. Co., 10 I. C. C., 428.

See Chicago Live Stock Exchange v. Chicago Great Western Ry. Co.

St. Regis Paper Co. et al. v. New York Central & Hudson River R. R. Co. et al., 21 I. C. C., 671.

St. Regis Paper Co. et al. v. New York Central & Hudson River R. R. Co. et al., 21 I. C. C., 675.

Salem, Winona & Southern R. R. Co., Payson-Smith Lumber Co. v., 24 I. C. C., 715.

Salina Produce Co. v. M. P. Ry. Co. (U. R. A-452), 29 I. C. C., 724.

Salles & Chicorp v. S. P. Co. (U. R. A-216), 27 I. C. C., 723.

Sallisaw Cotton Oil Co. v. St. L., I. M. & S. R. Co., 22 I. C. C., 665.

Salomon Bros. & Co. v. New Orleans & Northeastern R. R. Co., 15 I. C. C., 332.

Salt Lake, Utah, Commercial Club, Traffic Bureau v. Atchison, Topeka & Santa Fe Ry. Co. et al., 19 I. C. C., 218.

See Commercial Club, Traffic Bureau, of Salt Lake City, Utah, v. A., T. & S. F. Ry. Co.

Salt Lake City, Utah, Commercial Club, Traffic Bureau, v. Atchison, Topeka & Santa Fe Ry. Co. et al., 21 I. C. C., 400.

See Commercial Club, Traffic Bureau, Salt Lake City, v. A., T. & S. F. Ry. Co.

Salt Lake Glass & Paint Co. v. C., M. & St. P. Ry. Co. (U. R. A-357), 28 I. C. C., 735.

Salt Rates to Louisiana Points (U. R. A-614), 30 I. C. C., 725.

Salt Rates from Wisconsin to Iowa, 27 I. C. C., 526.

Samuels, S. & Co. v. St. Louis Southwestern Ry. Co. et al., 20 I. C. C., 646.

Cited: Mercantile L. & S. Co. v. St. L., S. W. Ry. Co., 28 I. C. C., 702

Where an initial carrier refuses to route a shipment via a route selected by the shipper because no through rate is published via such route and forwards it via another route in connection with which there was likewise no published rate, and the charges via such route are found to be unreasonable in the amount they exceed a subsequently established rate via other routes, damages will be assessed accordingly against such carrier.

San Antonio & Aransas Pass Ry. Co., Buffalo Cold Storage Co. v. (U. R. A-393), 28 I. C. C., 740.

San Antonio & Aransas Pass Ry. Co., Cattle Raisers' Asso. v., 11 I. C. C., 296.

See Cattle Raisers' Asso. v. M., K. & T. Ry. Co.

San Antonio & Aransas Pass Ry. Co., Eastern States Refrigerating Co. v., 24 I. C. C., 724.

San Antonio & Aransas Pass Ry. Co., Kauffman Milling Co. v., 4 I. C. C., 417.

See *Kauffman Milling Co. v. Mo. Pac. Ry. Co.*

San Antonio & Aransas Pass Ry. Co., Keich Manufacturing Co. v. (1424), 13 I. C. C., 684.

San Antonio & Aransas Pass Ry. Co., Noble v. (U. R. A-677), 30 I. C. C., 734.

San Antonio & Aransas Pass Ry. Co., United States Packing Co. v., 24 I. C. C., 723.

San Antonio & Gulf R. R. Co., Cattle Raisers' Asso. v., 11 I. C. C., 296.

See *Cattle Raisers' Asso. v. M., K. & T. Ry. Co.*

San Bernardino Board of Trade v. Atchison, Topeka & Santa Fe R. R. Co., 4 I. C. C., 104.

Carriers ordered to cease charging the existing rate on various articles from the Missouri River and points farther east, which are higher for the shorter haul to San Bernardino, Cal., than for the longer haul to Los Angeles, Cal., on the ground that such rates are in violation of Section 4.

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

50 Fed., 295. April 25, 1892.

C. C. S. D. Cal. Ross, J.

Commission's order held to be invalid on the ground that the presence of water competition and competition between carriers subject to the act at the farther-distance point justifies the existing rate adjustment.

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

149 U. S., 264. May 1, 1893. Fuller, C. J.

Appeal dismissed on the ground that the case should have been taken to the Federal Circuit Court of Appeals.

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

Not reported.

C. C. A. 9th Cir.

Case abandoned after appeal was taken.

Cited: Brewer & Hanleiter v. L. & N. R. Co., 7 I. C. C., 235.

Water competition which would create dissimilar circumstances under Section 4 must be actual competition which is of controlling force, in respect to traffic important in amount.

Cited: Suffern, Hunt & Co. v. Indiana, D. & N. R. Co., 7 I. C. C., 279.

The fact that the Commission has not heretofore expressed an opinion on the legality of certain circulars which have been filed with it does not raise any presumption of approval by the Commission of the rules and regulations set forth therein.

Cited: Holdzkom v. Mich. Cen. R. Co., 9 I. C. C., 50.

Rates to San Bernardino to be no higher than to Los Angeles.

Cited: City of Spokane v. N. P. Ry. Co., 21 I. C. C., 417.

The fact of water competition is a compelling factor in transcontinental rates found.

San Francisco & San Joaquin Valley Ry. Co., Shippers' Union of Phoenix v.
9 I. C. C., 250.

See Shippers' Union of Phoenix v. A., T. & S. F. Ry. Co.

San Francisco Chamber of Commerce v. Pa. R. R. Co., 4 I. C. C., 447.

See N. Y. Board of Trade, etc., v. Penn. R. R. Co.

San Francisco Merchants' Exchange, Traffic Bureau, v. Southern Pacific Co.,
19 I. C. C., 259.

See Traffic Bureau of the Merchants' Exchange of San Francisco v. S. P. Co.

San Francisco News Co. v. C. & N. W. R. Co., 24 I. C. C., 700.

San Francisco News Co. v. S. P. Co., 24 I. C. C., 700.

San Pedro, Los Angeles & Salt Lake R. R. Co. et al., Consolidated Water Power & Paper Co. v., 20 I. C. C., 169.

San Pedro, L. A. & S. L. R. R. Co., Goldfield Cons. Mines Co. v. (U. R. A-379), 28 I. C. C., 737.

San Pedro, Los Angeles & Salt Lake R. R. Co., In re Free Transportation of Property by and on the Lines of (1561), 14 I. C. C., 639.

San Pedro, Los Angeles & Salt Lake R. R. Co., National Lumber Co. v.,
15 I. C. C., 434.

San Pedro, Los Angeles & Salt Lake R. R. Co. et al., Overell, J. M., v.,
17 I. C. C., 612.

San Pedro, Los Angeles & Salt Lake R. R. Co. et al., Pacific Purchasing Co. v., 17 I. C. C., 72.

See *Montague v. A., T. & S. F. Ry. Co.*

San Pedro, Los Angeles & Salt Lake R. R. Co. et al., Pacific Purchasing Co. v., 17 I. C. C., 609.

San Pedro, Los Angeles & Salt Lake R. R. Co. et al., Pease Bros. Furniture Co. v., 17 I. C. C., 223.

San Pedro, Los Angeles & Salt Lake R. R. Co. et al., Pease Bros. Furniture Co. v., 17 I. C. C., 610.

San Pedro, Los Angeles & Salt Lake R. R. Co. et al., Pease Bros. Furniture Co. v., 17 I. C. C., 611.

San Pedro, Los Angeles & Salt Lake R. R. Co. et al., Pease Bros. Furniture Co. v., 17 I. C. C., 612.

San Pedro, Los Angeles & Salt Lake R. R. Co. et al., Pease Bros. Furniture Co. v., 17 I. C. C., 613.

San Pedro, Los Angeles & Salt Lake R. R. Co. et al., Southern California Sugar Co. v., 19 I. C. C., 6.

San Pedro, Los Angeles & Salt Lake R. R. Co., Woodward-Bennett Co. v., 29 I. C. C., 664.

Sander-Newell v. C., M. & St. P. R. Co., 24 I. C. C., 720.

Saner-Whiteman Lumber Co. v. Texas & New Orleans R. R. Co. et al., 17 I. C. C., 290.

Sanford, Charles A., v. Wells, Fargo & Co. et al., 16 I. C. C., 32.

Sanford, Charles A., v. Western Express Co., 16 I. C. C., 32.

Sanford & St. Petersburg R. R. Co., Alleged Unlawful Charges for Transportation of Vegetables v., 8 I. C. C., 585.

Sanger, Major J. P., v. Southern Pacific Co., 3 I. C. C., 134.

Sanguinetti, E. F., v. I. C. R. Co., 22 I. C. C., 185.

Sanguinetti, E. F., v. S. P. Co., 25 I. C. C., 711.

Santa Ana, California, Chamber of Commerce, 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.*

Santa Fe Central Ry. Co., Atchison, Topeka & Santa Fe Ry. Co. v. (922),
12 I. C. C., 585.

Santa Fe Pacific 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.*

Santa Fe Pacific Ry. Co., Consolidated Forwarding Co. v., 9 I. C. C., 182.

See *Consolidated Forwarding Co. v. Southern Pacific Co.*

Santa Fe Pacific Ry. Co., Consolidated Forwarding Co. v., 10 I. C. C., 590.

See *Consolidated Forwarding Co. v. Southern Pacific Co.*

Santa Fe Pacific Ry. Co., Southern California Fruit Ex. v., 10 I. C. C., 590.

See *Consolidated Forwarding Co. v. Southern Pacific Co.*

Santa Fe Pacific Ry. Co., Southern California Fruit Exchange v., 9 I. C.
C., 182.

See *Consolidated Forwarding Co. v. Southern Pacific Co.*

Santa Fe Pacific R. R. Co., Shippers' Union of Phoenix v., 9 I. C. C., 250.

See *Shippers' Union of Phoenix v. A., T. & S. F. Ry. Co.*

**Santa Fe, Prescott & Phoenix Ry. Co. et al., Maricopa County Commercial
Club v.,** 19 I. C. C., 257.

See *Maricopa County Commercial Club v. S. F. P. & P. Ry. Co.*

**Santa Fe, Prescott & Phoenix Ry. Co. et al., Maricopa County Commercial
Club v.,** 21 I. C. C., 329.

See *Maricopa County Commercial Club v. S. F. P. & P. Ry. Co.*

Santa Fe, Prescott & Phoenix Ry. Co., Maricopa Co. Com. Club v., 22 I. C.
C., 216.

**Santa Fe, Prescott & Phoenix Ry. Co., Maricopa County Commercial Club
v.,** 23 I. C. C., 456.

Santa Fe, Prescott & Phoenix Ry. Co., Shippers' Union of Phoenix v.,
9 I. C. C., 250.

See *Shippers' Union of Phoenix v. A., T. & S. F. Ry. Co.*

**Santa Fe Refrigerator Despatch Co. et al., California Fruit Growers' Ex-
change v.,** 17 I. C. C., 404.

Santa Monica, City of, California, v. Southern Pacific Co. et al., 19 I. C. C., 606.

Santa Rosa Traffic Asso. v. S. P. Co., 24 I. C. C., 46.

Cited: Beach v. A. A. R. R. Co., 26 I. C. C., 412.

As between communities similarly situated a discrimination in rates can not be justified merely on the ground of difference in the amount of traffic to the different points.

Reaffirmed: Beach v. A. A. R. R. Co., 29 I. C. C., 65.
Rehearing.

Santa Rosa Traffic Asso. v. S. P. Co., 29 I. C. C., 65.

Saratoga & Encampment Ry. Co., Jenson v. (U. R. A-385), 28 I. C. C., 739.

Saunders, E. E. & Co. v. Southern Express Co., 18 I. C. C., 415.

Cited: R. R. Com. of La. v. St. L. S. W. Ry. Co., 23 I. C. C., 49.

Fish rates from Mobile as compared with those from Pensacola to certain points in Alabama considered.

Cited: Trier v. C., St. P., M. & O. Ry. Co., 30 I. C. C., 708.

A State-made rate while entitled to respectful consideration has no greater sanctity, as applied to interstate traffic, than a rate established by a railroad and if a rate so established appears to be unjust to either carrier or shipper, it will not be accepted as a basis for fixing an interstate rate.

Savannah, Americus & Montgomery Ry. Co., Cordele Machine Shop v., 6 I. C. C., 361.

See Cordele Machine Shop v. Louisville & Nashville R. R. Co.

Savannah, Americus & Montgomery Ry. Co., S. J. Hill & Bro. v., 6 I. C. C., 343.

See Hill, S. J. & Bro. v. Nashville, Chattanooga & St. Louis Ry. Co.

Savannah Bu. of Freight & Trans. v. Charleston & Savannah Ry. Co., 7 I. C. C., 458.

Followed: Dallas Ft. Bureau v. Texas & P. R. Co., 8 I. C. C., 46.

Cited: Geo. Tileston Mill. Co. v. Northern P. R. Co., 8 I. C. C., 360.
Competition between carriers subject to Act may be considered as changing circumstances and conditions under 4th Section cases.

Savannah Bu. of Freight & Trans. v. Charleston & Savannah Ry. Co., 7 I. C. C., 601.

Cited: Hilton Lumber Co. v. Wilmington & W. R. Co., 9 I. C. C., 34.

Cited: Artz v. Seaboard Air Line Ry., 11 I. C. C., 462.

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

Cited: Coffeyville Brick & Tile Co. v. St. L. & S. Fran. R. Co., 12 I. C., 499.

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

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

Cited: Kurtz v. Penn. Co., 16 I. C. C., 412.

Cited: Trier v. C., St. P., M. & O. Ry. Co., 30 I. C. C., 355.

In two passenger cases, of which this is one, the Commission approved through interstate fares that were higher than the combination of locals made effective by the States.

Quoted: Trier v. C., St. P., M. & O. Ry. Co., 30 I. C. C., 708.

The maximum passenger rates fixed by South Carolina and Georgia are presumptively just and reasonable, and without justifying circumstances the through passenger fare should not exceed the sum of such State rates laid consecutively over the interstate distance."

Savannah Bureau of Freight & Transportation v. Louisville & Nashville R. R. Co., 8 I. C. C., 377.

Cited: Warren-Ehret Co. v. Cen. 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: City Gas Co. v. B. & O. R. Co., 11 I. C. C., 381.

Where there is no difference in cost or other valid traffic reason, the preference of the carrier not to compete for certain business and make a rate so high in relation to other rates that a certain locality cannot use its tracks—such preference becomes unlawful.

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.

Savannah, Fla. & Western Ry. Co., Alleged Unlawful Charges for Transportation of Vegetables v., 8 I. C. C., 585.

Savannah, Fla. & Western 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.

Savannah, Fla. & Western Ry. Co., Chicago Freight Bureau v., 6 I. C. C., 195.

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

Savannah, Fla. & Western 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.*

Savannah, Florida & Western 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.*

Savannah, Fla. & Western Ry., R. R. Com. of Fla. v., 5 I. C. C., 13, 136.

Savannah, Fla. & Western Ry. Co., Charles P. Perry v., 5 I. C. C., 97.

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

Savannah, Fla. & Western Ry. Co., J. M. Rising v., 5 I. C. C., 120.

Savannah, Florida & Western Ry. Co., Savannah Bu. of Freight & Trans. v., 7 I. C. C., 601.

See *Savannah Bu. of Freight & Trans. v. Charleston & Savannah Ry. Co.*

Savannah, Fla. & Western Ry. Co., Savannah Bureau of Freight & Transportation v., 8 I. C. C., 377.

See *Savannah Bureau of Freight & Transportation v. Louisville & Nashville R. R. Co.*

Savery, James C. & Co. v. N. Y. Central & Hudson River R. R. Co., 2 I. C. C., 338.

Cited and distinguished: *Charles Elvey v. Ill. Cen. R. Co.*, 3 I. C. C., 655.

Rates on "immigrants" and their baggage and the transportation facilities furnished were only considered; no claim was made that household goods of immigrants should move at less rates. Such less rates held discriminatory.

Sawyer & Austin Lumber Co. v. St. Louis, Iron Mountain & Southern Ry. Co. et al., 19 I. C. C., 141.

- Sawyer & Austin Lumber Co. v. St. Louis, Iron Mountain & Southern Ry. Co. et al.**, 21 I. C. C., 464.
- Sawyer & Austin Lumber Co. v. St. Louis, Iron Mountain & Southern Ry. Co. et al.**, 21 I. C. C., 685.
- Sawyer & Austin Lumber Co. v. St. L., I. M. & S. Ry. Co.** (U. R. A-481), 29 I. C. C., 727.
- Sayles, F. C., v. New York, New Haven & Hartford R. R. Co.**, 9 I. C. C., 492.
- Scandinavian American Trading Co. v. B. & O. R. R. Co.** (U. R. A-388), 28 I. C. C., 739.
- Scattergood & Co. v. C., M. & St. P. Ry. Co.** (U. R. A-412), 29 I. C. C., 715, 718.
- Scattergood & Co. v. C., M. & St. P. Ry. Co.** (6473), 30 I. C. C., 714.
- Scattergood & Co. v. P. M. R. R. Co.** (U. R. A-511), 29 I. C. C., 731.
- Schaller v. N. Y. C. & H. R. R. R. Co.** (U. R. A-376), 28 I. C. C., 737.
- Scheidel, W. & Co. v. Chicago & Northwestern Ry. Co.**, 11 I. C. C., 532.
- Schenk v. N. & W. Ry. Co.**, 29 I. C. C., 125.
- Schermerhorn Bros. Co. v. P., C., C. & St. L. Ry. Co.** (U. R. A-467), 29 I. C. C., 726.
- Scheuing, W. J., v. Louisville & Nashville R. R. Co.**, 20 I. C. C., 550.
- Schlitz, J. Brewing Co. v. A., T. & S. F. R. Co.**, 25 I. C. C., 713.
- Schlitz, Joseph Brewing Co. v. Chicago & North Western Ry. Co. et al.**, 21 I. C. C., 676.
- Schlitz, Joseph Brewing Co. v. Chicago, Milwaukee & St. Paul Ry. Co. et al.**, 17 I. C. C., 359.
- Cited and affirmed:* Re Rates on Empty Beer Packages, Returned, 26 I. C. C., 5.
- The present proceeding instituted to reconsider the matter presented formerly by several complaints.
- Schlitz, Joseph Brewing Co. v. Chicago, Milwaukee & St. Paul Ry. Co. et al.**, 17 I. C. C., 628.
- Schlitz, Joseph Brewing Co. v. Chicago, Milwaukee & St. Paul Ry. Co. et al.**, 17 I. C. C., 630.
- Schlitz, Joseph Brewing Co. v. Chicago, Milwaukee & St. Paul Ry. Co.**, 17 I. C. C., 630.

Schlitz, Jos. Brewing Co. v. Chicago, Milwaukee & St. Paul Ry. Co. et al., 19 I. C. C., 584.

Schlitz, Joseph Brewing Co. v. Chicago, Milwaukee & St. Paul Ry. Co. et al., 21 I. C. C., 676.

Schloss & Kahn v. L. & N. R. R. Co. (6161), 28 I. C. C., 721.

Schmidt & Peters, Inc., v. A., T. & S. F. Ry. Co., 28 I. C. C., 376.

Schmidt, Traugott & Sons v. Michigan Central R. R. Co. et al., 19 I. C. C., 535.

Cited: Johnson & Co. v. A., T. & S. F. Ry. Co., 21 I. C. C., 639.

A carrier can not 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: In re Transportation of Wool, Hides and Pelts, 23 I. C. C., 163.

The rate on wool, St. Louis-Boston, of 57½ cents, and Chicago-Boston, 50 cents any quantity, the Chicago rates applying as a blanket from a considerable territory east sustained as reasonable in cited case.

Distinguished: Chamber of Com., Newport News, v. S. Ry. Co., 23 I. C. C., 352.

The carrier in cited case did not participate in the through rate or serve the community with its own rails—here though the carriers do not reach Newport News with their own rails, they do control the rates and participate in its traffic.

Cited: Chamber of Com., Newport News, v. S. Ry. Co., 23 I. C. C., 685.
Cited case was dismissed.

Schmidt & Sons v. M. C. R. Co., 23 I. C. C., 684.

Cited: In re Wool, Hides and Pelts, 25 I. C. C., 192.

Cited: Massachusetts-Maine Wool Rates, 28 I. C. C., 397.

A minimum of 16,000 pounds on wool with third-class rate in territory east of Mississippi River fixed in cited case.

Cited: Rates on Potash and Other Commodities, 29 I. C. C., 628.

The rates under consideration in present case are scaled on the percentage principle which has long been in effect between the east and central freight association territory, which was approved in cited case.

Cited: Ontario Iron Ore Co. v. N. Y. C. & H. R. R. Co., 30 I. C. C., 570.

Unless changed conditions are shown which justify or require a different conclusion, the decision reached in a former case cover the same situation practically, will control.

Schmittle & Co. v. Pa. R. R. Co. (781), 12 I. C. C., 582.

Schneider, G. H., v. S. P. Co., 22 I. C. C., 658.

Schonehofen, Peter Brewing Co. v. Atchison, Topeka & Santa Fe Ry. Co.,
17 I. C. C., 329.

Schoenhofen, Peter Brewing Co. v. Chicago & North Western Ry. Co. et al.,
21 I. C. C., 666.

Schoenhofen, Peter Brewing Co. v. C., M. & St. P. R. Co., 23 I. C. C., 715.

School Children's Commutation Tickets, In re, 17 I. C. C., 144.

Schowalter & Co. v. Chicago, Rock Island & Pacific Ry. Co., 13 I. C.
C., 214.

See *Haines v. C., R. I. & P. Ry. Co.*

Schuette, William & Co. v. D. & I. R. R. Co., 23 I. C. C., 718.

Schultz-Hansen Co. v. Southern Pacific Co. et al., 18 I. C. C., 234.

Schulz, A. Geo. Co. v. Chicago, Milwaukee & St. Paul Ry. Co. et al., 20 I.
C. C., 403.

Schulz, Joseph M. Chemical Co. v. Minneapolis & St. Louis R. R. Co. et al.,
18 I. C. C., 620.

Schumacher, F. Milling Co. v. Chicago, Rock Island & Pacific Ry. Co., 6 I.
C. C., 61.

Schuster Brewing Co. v. Chicago & Northwestern Ry. Co. et al., 16 I. C.
C., 606.

Schwager & Nettleton, Inc., v. Great Northern Ry. Co., 12 I. C. C., 521.

Schwager & Nettleton, Inc., v. Northern Pacific Ry. Co. (1065), 12 I. C.
C., 587.

Scofield, William C., v. Lake Shore & Michigan Southern Ry. Co., 2 I. C.
C., 90.

Cited: *Del. State Grange, etc., v. N. Y., Phil. & N. R. R. Co., etc.*,
2 I. C. C., 313.

Violation of common law duty or breach of contract obligation not
within purview of the Act to regulate commerce, nor within jurisdiction
of the Commission.

Cited: *In re Relative Tank and Barrel Rates on Oil*, 2 I. C. C., 373.

The cases before Commission are decided on the facts as presented
in each case and without any purpose of making a decision of general
application.

Cited: The Worcester Excursion Car Co. v. Penn. R. Co., 3 I. C. C., 582.

A carrier may not be able to supply all of its rolling stock from cars owned by it—but it must see to it that the rates charged when using rolling stock obtained from others is no less than that charged when using its own cars.

Cited and quoted: Rice, Robinson & Witherop v. W. N. Y. & Penn. R. Co., 4 I. C. C., 145, 153, 154.

"The shipper of oil in car-load lots in barrels pays for the full weight of the barrel in every instance as well as the oil, and furnishes the barrels himself, and if his barrels are hauled back to him he has to pay for that service as upon other freight. The inequalities of the transaction are very great and they are all on the side of the shipper of oil in tanks."

Cited: Jacob Shamberg v. Del., Lack. & W. R. Co., 4 I. C. C., 661.

If a carrier undertakes to haul private cars of shippers it must be careful that their contracts do not become mere devices to evade the law. The purpose of the law is benign. It aims at justice, and is intolerant only of abuse, and as cannot be too often said, impartiality which is equality of treatment for those similarly situated with respect to the carrier, is the essence of justice.

Quoted: Truck Farmers' Asso. v. Northeastern R. Co., 6 I. C. C., 317.

"The duty of the carrier is obligatory at common law and by its charter to furnish an adequate car equipment for all the business it undertakes and advertises in its tariffs it will do.

Quoted: California Com. Asso. v. Wells, Fargo & Co., 14 I. C. C., 431.

Reasons outlined for justification of lower rates on larger shipments than on smaller ones.

Scott, William D., v. Texas & New Orleans R. R. Co. et al., 20 I. C. C., 167.

Scott-Mayer Commission Co. v. A., T. & S. F. R. Co., 24 I. C. C., 714.

Scott-Mayer Commission Co. v. A., T. & S. F. Ry. Co. (U. R. A-330). 28 I. C. C., 731.

Scott-Mayer Commission Co. v. C., R. I. & P. Ry. Co., 28 I. C. C., 529.

Scott Paper Co. v. P. R. Co., 26 I. C. C., 601.

Scranton & Lehigh Coal Co. v. L. V. R. R. Co. (U. R. A-459), 29 I. C. C., 725.

Scrap Iron, 28 I. C. C., 467, 525.

See *In re Advance, Scrap Iron Rates between Duluth, Minn., and Chicago, Ill.*

Scudder, Raymond B., v. Texas & Pacific Ry. Co. et al., 21 I. C. C., 60.

Cited: Scudder, Raymond B., v. Texas & Pacific Ry. Co. et al., 22 I. C. C., 60.

Assessment of demurrage charges when shipment moves in more than one car.

Scudder, Raymond B., v. T. & P. R. Co., 22 I. C. C., 60.

Scully Steel & Iron Co. v. Chicago, Milwaukee & St. Paul Ry. Co. et al., 18 I. C. C., 622.

Scully Steel & Iron Co. v. C., M. & St. P. Ry. Co. (4884), 28 I. C. C., 712.

Scully Steel & Iron Co. v. Lake Shore & Michigan Southern Railway Co. et al., 16 I. C. C., 358.

Scully Syrup Co. v. P. R. R. Co. (U. R. A-360), 28 I. C. C., 735.

Seaboard Air Line, In the Matter of the Application of, 3 I. C. C., 649.

Quoted: New York, N. H. & H. R. Co. v. Platt, 7 I. C. C., 335.

"It is indispensably necessary in interstate traffic that the consent of each of several lines over which freight is to be carried should be had in the establishment and operation of what is called 'through rates.' Such rates are subject by agreement, and for their existence depend upon agreement."

Seaboard Refining Co. v. A. G. S. R. Co., 25 I. C. C., 702.

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

See *Artz v. S. A. L. Ry. Co.*

Seaboard Air Line Ry., Atlanta Journal Co. v., 28 I. C. C., 186.

Seaboard Air Line Ry., Atlanta Journal Co. v. (4961), 29 I. C. C., 710.

Seaboard Air Line Ry., Board of Trade of Cheraws, S. C., v., 26 I. C. C., 364.

Seaboard Air Line Ry., Camden Iron Works v. (U. R. A-508), 29 I. C. C., 731.

Seaboard Air Line Ry. Co., Charlotte Shippers' Asso. v., 11 I. C. C., 108.

See *Charlotte Shippers' Asso. v. S. Ry. Co.*

Seaboard Air Line Ry. Co., A. H. Davenport v., 11 I. C. C., 650.

Seaboard Air Line Ry., Florida Citrus Exchange v. (U. R. A-264), 28 I. C. C., 723.

Seaboard Air Line Ry. Co. et al., Floridin Co. v., 21 I. C. C., 610.

Seaboard Air Line Ry., Floridin Co. v., 26 I. C. C., 718.

Seaboard Air Line Ry. et al., Gaines, J. Wesley et al. v., 16 I. C. C., 471.

See *Gaines v. S. A. L. Ry. Co.*

Seaboard Air Line Ry., Homer Lumber Co. v. (U. R. A-351), 28 I. C. C., 734.

Seaboard Air Line Ry., T. M. Kehoe & Co. v., 11 I. C. C., 166.

See *Kehoe & Co. v. C. & W. C. Ry. Co.*

Seaboard Air Line Ry. Co. et al., Manufacturers' Freight Department v., 21 I. C. C., 663.

Seaboard Air Line Ry., Moore & Co. v., 22 I. C. C., 667.

Seaboard Air Line Ry. et al., Oden & Elliott v., 19 I. C. C., 614.

Seaboard Air Line Ry., Pons, F. J., v., 20 I. C. C., 668.

Seaboard Air Line Ry. Co. et al., R. R. Commissioners of the State of Florida v., 16 I. C. C., 1.

Seaboard Air Line Ry., R. R. Com. of Florida v., 22 I. C. C., 11.

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

Seaboard Air Line Ry., Ramsey-Wheeler Co. v. (U. R. A-541), 29 I. C. C., 735.

Seaboard Air Line Ry., Randolph Lumber Co. v., 13 I. C. C., 601.

See *Randolph Lumber Co. v. S. A. L. Ry. Co.*

Seaboard Air Line Ry., Randolph Lumber Co. v., 14 I. C. C., 338.

Seaboard Air Line Ry., Richmond Chamber of Commerce v., 30 I. C. C., 552.

Seaboard Air Line Ry., Rock Hill Buggy Co. v., 11 I. C. C., 229.

Seaboard Air Line Ry., Southern Cotton Oil Co. v. (1784), 14 I. C. C., 642.

Seaboard Air Line Ry. Co. et al., Southern Cotton Oil Co. v., 20 I. C. C., 671.

Seaboard Air Line Ry., Sproles v. (U. R. A-416), 29 I. C. C., 719.

Seaboard Air Line Ry., Sprunt, Alexander & Sons v., 18 I. C. C., 251.

Seaboard Air Line Ry., H. H. Tift v., 10 I. C. C., 548.

See Tift v. Southern Ry. Co.

Seaboard Air Line Ry., Veitch, R., v., 22 I. C. C., 4.

Seaboard Air Line Ry. Co. et al., Virginia-Carolina Chemical Co. v., 17 I. C. C., 623.

Seaboard Air Line Ry., Williams & Shelton Co. v. (5342), 28 I. C. C., 714.

Seaboard Air Line System, Wil., Tariff Asso., of Wil., N. C., v., 9 I. C. C., 118.

See Wilmington Tariff Asso. v. C., P. & V. R. R. Co.

Seaboard Air Line Ry. Co. et al., Wood & Skilton v., 20 I. C. C., 657.

Seaboard Air Line Ry., Wm. Wrigley, Jr., v., 10 I. C. C., 412.

Seaboard & Roanoke R. R. Co., Chicago Freight Bureau v., 6 I. C. C., 195.

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

Seaboard & Roanoke 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.

Seaboard & Roanoke R. R. Co., Charles P. Perry v., 5 I. C. C., 97.

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

Seaboard & Roanoke 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.

Seaboard & Roanoke R. R. Co., J. M. Rising v., 5 I. C. C., 120.

Seaboard & Roanoke 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.

Seagull Specialty Co. v. B. S. P. Co., 27 I. C. C., 267.

Sea Gull Specialty Co. v. B. S. P. Co. (U. R. A-619), 30 I. C. C., 726.

Seattle Brewing & Malting Co. v. Northern Pacific Ry. Co. et al., 17 I. C. C., 178.

Seattle Chamber of Commerce, Transp. Bureau, v. G. N. Ry. Co., 30 I. C. C., 683.

Seattle Chamber of Commerce, 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.**

Seattle Chamber of Commerce Transportation Bureau et al. v. Northern Pacific Ry. Co. et al., 21 I. C. C., 640.

Seattle Frog & Switch Co. v. Northern Pacific Ry. Co. et al., 17 I. C. C., 626.

Seattle Shingle Co. v. C., M. & St. P. Ry. Co., 30 I. C. C., 364.

Seavey, S. D., Trustee, v. G. N. R. Co. (U. R. A-210), 27 I. C. C., 722.

Second Annual Report of the Interstate Commerce Commission, 2 I. C. C., 398.

Security Vault & Metal Works v. O.-W. R. & N. Co., 26 I. C. C., 717.

Security Vault & Metal Works v. S. P. & A. S. R. Co., 24 I. C. C., 711.

Security Warehouse & Elevator Co. v. C. & A. R. Co. (U. R. A-221), 27 I. C. C., 724.

Selfridge, Thomas O., v. Philadelphia, Baltimore & Washington R. R. Co. et al., 18 I. C. C., 614.

Separation of Operating Expenses, 30 I. C. C., 676.

Serry, John J., v. Southern Pacific Co. et al., 18 I. C. C., 554.

Followed: **Boney & Harper Milling Co. v. A. C. L. R. R. Co.**, 28 I. C. C., 389.

Cited: **Scott-Mayer Commission Co. v. C., R. I. & P. Ry. Co.**, 28 I. C. C., 531.

It is not unlawful per se to make a proportional rate lower than a local rate and limit its application to traffic coming from a specified territory.

Shadbolt & Boyd Iron Co. v. Chicago, Indianapolis & Louisville Ry. Co. et al., 17 I. C. C., 630.

Shannon Copper Co. v. Colorado & Southern Ry. Co. et al., 19 I. C. C., 604.

Shaffer, J. C. & Co. v. Chicago, Rock Island & Pacific Ry. Co. et al, 21 I. C. C., 8.

Cited: Investigation and Suspension Docket 76, 25 I. C. C., 608.
Views of Commission on declared and invoice values.

Shamberg, Jacob, v. Delaware, Lackawanna & Western R. R. Co., 4 I. C. C., 630.

Cited: Milk Pro. Pro. Asso. v. Del., L. & W. R. Co., 7 I. C. C., 164.
Extraordinary or unnecessary cost of operation or management cannot be permitted to cause unreasonable or unjust rates, discriminations, preferences or prejudices.

Quoted: Muskogee Com. Club v. M., K. & T. Ry. Co., 12 I. C. C., 318.
When the ultimate thing done is unlawful, the steps for the purpose of its perpetration are equally unlawful.

Quoted: Federal Sugar Refining Co. v. B. & O. R. R. Co., 17 I. C. C., 45.

The geographical and physical conditions of the port of New York are such that lighterage or transfer of cars by floats is indispensable. All roads are obliged to do it, more or less, and it is done for all kinds of traffic and for shippers generally. It is simply a necessity of the situation, and doubtless an inconvenience and expense that all would be glad to avoid if possible.

Shannon Copper Co. v. Southern Pacific Ry. Co. et al, 19 I. C. C., 605.

Sharon v. C. V. R. R. Co. (U. R. A-532), 29 I. C. C., 734.

Shaw v. R. R. R. Co. (5371), 30 I. C. C., 711.

Shea Brothers v. T. Ry. Co. (U. R. A-558), 30 I. C. C., 718.

Sheboygan Mineral Water Co. v. L. & N. R. Co., 25 I. C. C., 715.

Sheboygan Mineral Water Co. v. L. & N. R. R. Co. (U. R. A-371), 28 I. C. C., 736.

Sheboygan Mineral Water Co. v. Michigan Central R. R. Co. et al, 18 I. C. C., 627.

Sheboygan Mineral Water Co. v. Northern Pacific R. R. Co. et al, 18 I. C. C., 617.

Sheeler v. N. J. & P. T. Co. (5160), 28 I. C. C., 713.

Sheffield-King Milling Co. v. Iowa Cent. Ry. Co. (U. R. A-630), 30 I. C. C., 727.

Sheip, Henry H. Mfg. Co. v. A. C. L. R. Co., 26 I. C. C., 178.

Shelby County Washed Coal Co. v. C., B. & Q. R. Co., 23 I. C. C., 714.

Shelden, Willis E., v. G. T. W. R. Co., 24 I. C. C., 722.

Sheldon & Co. v. N. Y. C. & St. L. R. R. Co. (U. R. A-276), 28 I. C. C., 724.

Sheldon & Co. v. N. Y. C. & St. L. R. R. Co. (U. R. A-501), 29 I. C. C., 730.

Shenkberg, C. Co. v. Oregon Short Line R. R. Co. et al., 19 I. C. C., 609.

Sheridan Chamber of Commerce v. C., B. & Q. R. Co., 26 I. C. C., 638.

Reaffirmed: Sheridan Chamber of Commerce v. C., B. & Q. R. Co., 28 I. C. C., 257.

Cited: Hughes Creek Coal Co. v. K. & M. Ry. Co., 29 I. C. C., 671, 678.

Quoted: Omaha Grain Ex. v. N. P. Ry. Co., 30 I. C. C., 577.

The rates made by carriers from mines on its lines to market points on its lines taken as measure of reasonableness of rates to points on the line of connecting carriers. The fact that there is a two-line haul in one instance as against a one-line haul in the other given no weight, since there are no expensive terminals involved and no showing of material increase in transportation cost appears.

Sheridan Chamber of Commerce v. C., B. & Q. R. R. Co., 28 I. C. C., 250.

Sherman, Shreveport & Southern Ry. Co., Mayor and City Council of Wichita, Kans., v., 9 I. C. C., 569.

Shiel & Co. v. Illinois Central R. R. Co., 12 I. C. C., 210.

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 carriers to permit reconsignment without tariff authority will not be sanctioned.

Shindler, D. D., v. Chicago & Northwestern Ry. Co. et al., 20 I. C. C., 653.

Shinn & Co. v. N. P. Co. (U. R. A-107), 27 I. C. C., 708.

Ship & Son v. L. & N. R. R. Co. (U. R. A-557), 30 I. C. C., 718.

Shippers' & Receivers' Bureau of Newark v. New York, Ontario & Western Ry. Co., 15 I. C. C., 264.

Shippers Asso. of Bluefield v. N. & W. R. Co., 22 I. C. C., 519.

See Bluefield Shippers Asso. v. N. & W. Ry. Co.

Shippers Asso. of Fort Dodge v. C. G. & W. R. R. Co., 28 I. C. C., 76.

Shippers Asso. of Fort Dodge v. C. G. W. R. R. Co., 29 I. C. C., 539.

Shippers' Protective Asso. of New York v. N. Y. C. & H. R. R. R. Co., 30 I. C. C., 437.

Shippers' Union of Phoenix v. Atchison, Topeka & Santa Fe Ry. Co., 9 I. C. C., 250.

Cited: Com. Club, etc., v. S. Pac. Co., 12 I. C. C., 497.

Cited: City of Spokane v. N. P. Ry. Co., 15 I. C. C., 384.

Rates when made by carriers in the face of ocean competition are justifiable under the long and short haul clause of the act, and the extension of such rates to a community so situated as to be in a position to move its traffic by water or by rail is not such discrimination, as against communities not so situated, as falls within the condemnation of the law.

Cited: Hardenberg, Dolson & Gray v. N. P. Ry. Co., 14 I. C. C., 580.

Where a certain point enjoys a compelled rate, for points intermediate it is the universal custom of carriers to give to such 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., 21 I. C. C., 417.

The compelling force of water competition in controlling transcontinental rates found.

Shoal Creek Coal Co. v. T., St. L. & W. R. Co., 27 I. C. C., 107.

Shoecraft, S. & Son Co. v. Illinois Central R. R. Co. et al., 19 I. C. C., 492.

Shoemaker, William D., v. Chesapeake & Potomac Telephone Co., 20 I. C. C., 614.

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

See Industrial Railways Case.

Shortsville Wheel Co. v. C., C., & St. L. Ry. Co. (U. R. A-387), 28 I. C. C., 739.

Shoupe, J. R. & Co. v. T. & B. V. R. Co., 26 I. C. C., 570.

Shreveport & Houston Ry. Co., Kauffman Milling Co. v., 4 I. C. C., 417.

See Kauffman Milling Co. v. Mo. Pac. Ry. Co.

Shreveport & Red River Valley Ry. Co., Mayor & City Council of Wichita, Ks., v., 9 I. C. C., 569.

Shreveport Traffic Asso. v. Houston & Shreveport R. R. Co. (1670), 14 I. C. C., 641.

Shreveport Traffic Asso. v. Vicksburg, Shreveport & Pacific Ry. Co. (1687), 14 I. C. C., 641.

- Shults, D. W. & Co. v. K. & P. R. Co.**, 24 I. C. C., 723.
- Sibley v. Union Pacific R. R. Co.** (1196), 13 I. C. C., 681.
- Sibley, Lake Bisteneau & S. Ry. Co., Beckman Lumber Co. v.** (U. R. A-119), 27 I. C. C., 709.
- Sibley, Lake Bisteneau & Southern Ry. Co., Mayor & City Council of Wichita, Ks., v.**, 9 I. C. C., 569.
- Sidman, George D., v. Richmond & Danville R. R. Co.**, 3 I. C. C., 512.
- Sidway Mercantile Co. v. L. S. & M. S. R. Co.**, 22 I. C. C., 570.
- Sigel-Campion Live Stock Commission Co. v. Oregon R. R. & Navigation Co. et al.**, 19 I. C. C., 608.
- Signor, George W. Tie Co., Ltd., v. International & Great Northern R. R. Co. et al.**, 21 I. C. C., 615.
- Cited: Mercantile Lumber & Supply Co. v. St. L. S. W. Ry. Co.*, 28 I. C. C., 702.
- The rate on ties should not exceed the rate on lumber of the same kind.
- Sikeston Mercantile Co. v. Boston & Maine R. R. et al.**, 19 I. C. C., 422.
- Sikeston Mercantile Co. v. N. Y., N. H. & H. R. Co.**, 26 I. C. C., 719.
- Silver Springs, Md., Citizens v. W. R. & S. E. Co.**, 26 I. C. C., 708.
- Silver Springs, Ocala & Gulf Ry. Co., Alleged Unlawful Charges for Transportation of Vegetables v.**, 8 I. C. C., 585.
- Silvester, R. W., v. C. & S. R. of W.**, 22 I. C. C., 201.
- Simmons v. T. & P. Ry. Co.** (U. R. A-627), 30 I. C. C., 727.
- Simmons Hardware Co. v. M. P. Ry. Co.** (5963), 29 I. C. C., 712.
- Simpson, Frank Fruit Co. v. W. F. & Co.**, 23 I. C. C., 412.
- Sims v. L. & N. R. R. Co.** (U. R. A-587), 30 I. C. C., 722.
- Sims, Harold M., v. O. S. L. R. Co.** (U. R. A-195), 27 I. C. C., 720.
- Sims, W. A., et al. v. Atlantic Coast Line Ry. Co. et al.**, 21 I. C. C., 680.
- Sims, Joe Co. v. M. & W. R. R.**, 26 I. C. C., 275.
- Simonds Shields Grain Co. v. Chicago, Milwaukee & St. Paul Ry. Co.**, 17 I. C. C., 622.
- Simpson, W. P., v. Nashville, Chattanooga & St. Louis Ry. Co.**, 16 I. C. C., 604.

Sinclair, T. M. & Co., Ltd., v. Chicago, Milwaukee & St. Paul Ry. Co. et al., 21 I. C. C., 490.

Cited: B'd of Trade of Chicago v. A., T. & S. F. Ry. Co., 29 I. C. C., 444.

While the practice before the Commission is in no degree technical, it was held in cited case that issues not clearly raised in the pleadings cannot be considered or determined.

Sioux City & Northern R. R. Co., E. J. Daniels v., 6 I. C. C., 458.

See Daniels v. Chicago, Rock Island & Pacific Ry. Co.

Sioux City & Pacific R. R. Co., Re, v., 6 I. C. C., 293.

Sioux City & Pacific 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.

Sioux City & Pacific R. R. Co., Charles H. Johnson v., 9 I. C. C., 221.

Sioux City & Rock Springs Coal Mining Co. v. U. P. R. R. Co. (885), 29 I. C. C., 707.

Sioux City Brewing Co. v. C., M. & St. P. Ry. Co. (U. R. A-401), 29 I. C. C., 717.

Sioux City Commercial Club, Traffic Bureau of, v. A. & S. R. R. Co., 24 I. C. C., 177.

See Traffic Bureau of Sioux City, etc., v. A. & S. R. R. Co.

Sioux City Commercial Club Traffic Bureau v. A., T. & S. F. Ry. Co., 28 I. C. C., 82.

Sioux City Commercial Club Traffic Bureau v. A., T. & S. F. Ry. Co., 29 I. C. C., 544.

Sioux City Commercial Club of the Traffic Bureau v. Chicago & Northwestern Ry. Co. et al., 21 I. C. C., 664.

Sioux City Commercial Club v. C. & N. W. R. Co., 22 I. C. C., 110.

Sioux City Commercial Club, Traffic Bureau of, v. C. & N. W. Ry. Co. (3881), 29 I. C. C., 709.

Sioux City Commercial Club v. Chicago, Milwaukee & St. Paul Ry. Co., 12 I. C. C., 253.

Sioux City Live Stock Ex. of Soiu City, Interveners in Chicago Live Stock Ex., v., Chicago Great Western Ry. Co., 10 I. C. C., 428.

See Chicago Live Stock Ex. v. Chicago Great Western Ry. Co.

Sioux City Stock Yards Co., Interveners in Chicago Live Stock Ex. v. Chicago Great Western Ry. Co., 10 I. C. C., 428.

See Chicago Live Stock Exchange v. Chicago Great Western Ry. Co.

Sioux City Terminal Elevator Co. v. C., M. & St. P. R. Co., 23 I. C. C., 98.

Adhered to: Sioux City Terminal Elevator Co. v. C., M. & St. P. R. Co., 27 I. C. C., 458.

Cited: Iowa Grain Rates, 28 I. C. C., 355.

Grain rates from certain points in South Dakota to Sioux City found unreasonable but no rates fixed for the future.

Sioux City Terminal Elevator Co. v. C., M. & St. P. R. Co., 27 I. C. C., 457.

Skinner, George B., v. B. & O. R. R. Co., 8 I. C. C., 443.

Skinner, Thomas, v. C., B. & Q. R. Co. (U. R. A-128), 27 I. C. C., 711.

Slater, James F., v. Northern Pacific R. R. Co., 2 I. C. C., 359.

Sligo Iron Store Co. v. Atchison, Topeka & Santa Fe Ry. Co., 17 I. C. C., 139.

Cited: Sligo Iron Store Co. v. U. P. R. R. Co., 19 I. C. C., 529.

Smithing coal is of greater value than ordinary coal, justifying a higher rate.

Slider, Edward T., v. S. R. Co., 24 I. C. C., 312.

Quoted: Traffic Bureau of Nashville, Tenn., v. L. & N. R. R. Co., 28 I. C. C., 538.

"All the coal involved in this case comes down the Ohio River in barges from Pennsylvania and West Virginia fields. Louisville is 134 miles below Cincinnati, and it costs complainant about 50 cents per ton more to get his coal from the mines than it costs Cincinnati dealers."

Slider, Edward T., v. S. R. Co. (U. R. A-245), 27 I. C. C., 727.

Sligo Iron Store Co. v. Pa. R. R. Co. (1018), 12 I. C. C., 587.

Sligo Iron Store Co. v. St. L. & S. F. R. R. Co., 28 I. C. C., 82.

Sligo Iron Store Co. v. Union Pacific R. R. Co. et al., 19 I. C. C., 527.

Slimmer & Thomas v. Chicago, St. Paul, Minneapolis & Omaha Ry. Co., 14 I. C. C., 525.

Slimmer & Thomas v. Pennsylvania Co. et al., 16 I. C. C., 531.

Sloane v. S. P. Co. (A. S. S. Lines), (U. R. A-509), 29 I. C. C., 731.

Sloss-Sheffield Steel & Iron Co. v. L. & N. R. R. Co., 30 I. C. C., 597.

Smalley Mfg. Co. v. C. & N. W. Ry. Co. (5658), 28 I. C. C., 716.

Smith, B. E., v. Chicago & Northwestern Ry. Co., 16 I. C. C., 335.

Smith, B. E., v. Chicago, Burlington & Quincy Ry. Co., 16 I. C. C., 335.

Smith, B. E., v. Chicago, Indianapolis & Louisville Ry., 16 I. C. C., 335.

Smith, B. E., v. Missouri Pacific Ry. Co., 16 I. C. C., 335.

Smith, B. E., v. St. Louis, Iron Mountain & Southern Ry. Co., 16 I. C. C., 335.

Smith, W. U., v. Northern Pacific R. R. Co., 1 I. C. C., 208.

Cited and distinguished: **Bus. Men's Asso. of Minn. v. C. & N. W. Ry. Co.**, 2 I. C. C., 88.

Although the petitioner failed in his proof to establish his complaint, yet, as the company in its answer had deliberately confessed as to another matter of a violation of the statute, this established such violation clearly to satisfaction of Commission, and the company was ordered to cease such violation—here the company has not admitted the violation of the statute.

Cited and distinguished: **Jas. C. Savery & Co. v. N. Y. Cen. & H. R. R. Co.**, 2 I. C. C., 358.

This case is not authority for contention that a distinction may not be made between immigrant and second-class rates.

Cited: **Jas. F. Slater v. Northern Pacific R. R. Co.**, 2 I. C. C., 361.

Cited: **Wm. H. Heard v. Ga. R. Co.**, 3 I. C. C., 122.

Construction of Section 15 of Act. Commission required to report and act upon a violation of the Act discovered by evidence before it in an investigation, although it had not been the subject of complaint in the petition.

Cited: **Pitts., Cin. & St. L. Ry. Co. v. B. & O. R. Co.**, 3 I. C. C., 471.

The rule under which passenger transportation should be conducted requires absolute equality of payment from all persons enjoying the same accommodations.

Smith & Co. v. C., B. & Q. R. R. Co., 28 I. C. C., 205.

Smith, M. & Co. v. Missouri & North Arkansas R. R. Co., 15 I. C. C., 449.

Smith, J. Sidney & Sons v. S. P. Co., 26 I. C. C., 707.

Smith-Booth-Usher Co. v. L. S. & M. S. R. Co., 23 I. C. C., 242.

Smith Brothers Grain Co. v. Missouri Pacific Ry. Co. (1521), 14 I. C. C., 638.

Smith, C. D. Drug Co. v. Missouri Pacific Ry. Co., 20 I. C. C., 141.

See **Wheeler & Motter Mercantile Co. v. C., B. & Q. R. R. Co.**

Smith, Perry C. Grain Co. v. St. Louis & San Francisco R. R. Co., 21 I. C. C., 666.

Smith Lumber Co. v. S. P. Co. (U. R. A-389), 28 I. C. C., 739.

Smith Mfg. Co. v. C. & N. W. Ry. Co. (U. R. A-318), 28 I. C. C., 730.

Smith Manufacturing Co. v. Chicago, Milwaukee & Gary Ry. Co. et al., 16 I. C. C., 447.

Smith, Orland, Receivers, 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.**

Smith, Payson Lumber Co. of Texas v. Maloney & Son, 24 I. C. C., 722.

Smith System Heating Co. v. G. N. Ry. Co. (U. R. A-296), 28 I. C. C., 727.

Smoot & Sons Co. v. S. Ry. Co. (5470), 28 I. C. C., 715.

Smurthwaite Grain & Milling Co. v. O. S. L. R. R. Co. (U. R. A-295), 28 I. C. C., 727.

Snook, William C., v. Central R. R. Co. of New Jersey, 17 I. C. C., 375.

Cited: **Cyrus C. Mattison v. Penn. Co.**, 23 I. C. C., 233.

A jurisdictional question raised, but Commission will examine merits of all matters presented to it and decide jurisdictional question after it has decided what the merits of the case are.

Snook & Janes v. Atchison, Topeka & Santa Fe Ry. Co. et al., 16 I. C. C., 356.

Snow Lumber Co. v. P. & R. R. Co., 25 I. C. C., 708.

Snow Lumber Co. v. P. R. Co., 27 I. C. C., 200.

Snyder-Malone-Donahue Co. v. Chicago, Burlington & Quincy R. R. Co. et al., 18 I. C. C., 498.

Society of American Florists & Ornamental Horticulturists v. U. S. Express Co., 12 I. C. C., 120.

Soda Ash, etc., 28 I. C. C., 613.

Soft Coal Rates from Southern Illinois to Arkansas, 26 I. C. C., 135.

Soldiers and Sailors, In re Disabled, 1 I. C. C., 28.

Solis Cigar Co. v. Wabash R. R. Co. et al., 21 I. C. C., 667.

Solvay Process Co. v. Dela., Lackawanna & Western R. R. Co., 14 I. C. C., 246.

Cited: Allowances for Transfer of Sugar, 14 I. C. C., 628.

Cited: Kaul Lumber Co. v. G. Ry. Co., 20 I. C. C., 455.

Cited: Manufacturers' Ry. Asso. v. St. L., I. M. & S. Ry. Co., 28 I. C. C., 120.

Cited: Industrial Railways Case, 29 I. C. C., 229.

For carriers to undertake to make allowances to shippers based upon the performance by the shippers of services which they are legally bound to do for themselves, is for the carriers to violate the Act to regulate commerce.

Cited: Merchants' Cotton Press & Storage Co. v. I. C. R. R. Co., 17 I. C. C., 107, 110.

Dissenting opinion.

Distinguished: Alan Wood, Iron & Steel Co. v. P. R. R. Co., 22 I. C. C., 546.

The industry involved was not willing that the carrier 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 claimed that cited case does not reach illegality of industrial rule, allowing free time where analysis is made before unloading.

Solvay Process Co. v. N. Y. Central & Hudson River R. R. Co., 14 I. C. C., 246.

Distinguished: Associated Jobbers of Los Angeles v. A., T. & S. F. Ry. Co., 18 I. C. C., 313.

The industrial spurs here considered are of a totally different character from those considered in the other cases. They correspond rather 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 the other cases.

Cited and adhered to: Mnfrs.' Ry. Co. v. St. L., I. M. & S. Ry. Co., 21 I. C. C., 304.

Tap line allowances and service for which lawful allowances may be made.

Somerset, Citizens, v. W. R. & E. Co., 22 I. C. C., 187.

Sondheimer, E. Co. v. Illinois Central R. R. Co. et al., 17 I. C. C., 60.

Cited: Sondheimer, E. Co. v. Ill. Cen. R. R. Co. et al., 20 I. C. C., 606.
Reparation allowed.

Cited: Norman Lumber Co. v. L. & N. R. R. Co., 22 I. C. C., 240.
The relation of rates between Cairo and Memphis.

Cited and distinguished: Investigation and Suspension Docket No. 115,
24 I. C. C., 691.

The present case involves lumber rates from southwest territory to Cairo and inasmuch as the cited case was in reference to a territory of origin different from that involved here, the division in cited case is not violated.

Sondheimer, E. Co. v. Illinois Central R. R. Co. et al., 20 I. C. C., 606.

Cited: Com. Club of Omaha v. A. & S. R. Ry. Co., 27 I. C. C., 323.

Where the freight charges were tendered and paid to the delivering carrier by the consignees, but the paid expense bills were transmitted to consignors in lieu of the same amount of cash and deducted from the invoice price in settlement, the consignors are the real and substantial parties in interest with respect to reparation proceedings.

Sonneland, A., v. Missouri Pacific Ry. Co. et al., 21 I. C. C., 675.

Souers & Langdon v. Chicago, Rock Island & Pacific Ry. Co. (1360), 13 I. C. C., 684.

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

South Brooklyn Ry. Co., Arabol Mfg. Co. v., 25 I. C. C., 429.

South Atlantic Waste Co. v. S. R. Co., 22 I. C. C., 293.

South Canon Coal Co. v. Colorado & Southern Ry. Co. et al., 17 I. C. C., 286.

South Carolina Ry. Co., Board of Trade of Chattanooga, Tenn., v., 5 I. C. C., 546.

See B'd of Trade of Chattanooga v. E. Tenn., Va. & Ga. Ry. Co.

S. C. Ry. Co., H. W. Behlmer v., 6 I. C. C., 257.

S. C. Ry. Co., Chicago Freight Bureau v., 6 I. C. C., 195.

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

S. C. 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.*

South Carolina Ry. Co., P. H. Loud, Jr., v., 5 I. C. C., 529.

See *Loud v. So. Car. Ry. Co.*

South Carolina Ry. 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.*

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

South Dakota R. R. Com'rs v. C., M. & St. P. Ry. Co. (6098), 29 I. C. C., 713.

South Georgia Ry., Alderman & Sons Co. v. (U. R. A-548), 30 I. C. C., 717.

South Georgia Ry. Co., Georgia Iron Works v. (6769), 30 I. C. C., 716.

South Omaha Live Stock Exchange v. Chicago, Rock Island & Pacific Ry. Co. et al., 18 I. C. C., 614.

South St. Joseph Live Stock Ex., Interveners in Chicago Live Stock Ex., v. Chicago Great Western Ry. Co., 10 I. C. C., 428.

See *Chicago Live Stock Exchange v. Chicago Great Western Ry. Co.*

South West Smelting & Refining Co. v. El Paso & Northeastern Ry. Co. et al., 20 I. C. C., 662.

Southeastern Freight Asso. v. H. H. Tift, 10 I. C. C., 548.

See *Tift v. Southern Ry. Co.*

Southern Bitulithic Co. v. Cleveland, Cincinnati, Chicago & St. Louis Ry. Co. et al., 21 I. C. C., 588.

Southern Bitulithic Co. v. Illinois Central R. R. Co. et al., 17 I. C. C., 300.

Southern Bitulithic Co. v. Southern Ry. Co. et al., 17 I. C. C., 626.

Southern Bitulithic Co. v. Southern Ry. Co. et al., 17 I. C. C., 630.

Southern Bitulithic Co. v. T. & F. S. Ry. Co. (5609), 30 I. C. C., 712.

Southern California Sugar Co. v. San Pedro, Los Angeles & Salt Lake R. R. Co. et al., 19 I. C. C., 6.

Southern California 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.*

Southern Calif. Ry. Co., Colo. Fuel & Iron Co. v., 6 I. C. C., 488.

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

Southern California Ry. Co., Consolidated Forwarding Co. v., 9 I. C. C., 182.

See *Consolidated Forwarding Co. v. Southern Pacific Co.*

Southern California Ry. Co., Consolidated Forwarding Co. v., 10 I. C. C., 590.

See *Consolidated Forwarding Co. v. Southern Pacific Co.*

Southern California R. R. Co., Duncan, Blanton, v., 6 I. C. C., 85.

See *Duncan v. Atchison, Topeka & Santa Fe Ry. Co.*

Southern California Ry. Co., Shippers' Union of Phoenix v., 9 I. C. C., 250.

See *Shippers' Union of Phoenix v. A., T. & S. F. Ry. Co.*

Southern California Ry. Co., Southern California Fruit Exchange v., 9 I. C. C., 182.

See *Consolidated Forwarding Co. v. Southern Pacific Co.*

Southern California Ry. Co., Southern California Fruit Ex. v., 10 I. C. C., 590.

See *Consolidated Forwarding Co. v. Southern Pacific Co.*

Southern California Fruit Exchange v. Southern Pacific Co., 9 I. C. C., 182.

See *Consolidated Forwarding Co. v. Southern Pacific Co.*

Southern Calif. Fruit Ex. v. Southern Pacific Co., 10 I. C. C., 590.

See *Consolidated Forwarding Co. v. Southern Pacific Co.*

Southern Cotton Oil Co. v. Atlantic Coast Line R. R. Co. et al., 18 I. C. C., 275.

Southern Cotton Oil Co. v. Atlantic Coast Line R. R. Co., 18 I. C. C., 617.

Southern Cotton Oil Co. v. Atlantic Coast Line R. R. Co. et al., 19 I. C. C., 434.

Southern Cotton Oil Co. v. Central of Georgia Ry. Co., 18 I. C. C., 617.

Southern Cotton Oil Co. v. Central of Georgia Ry. Co. et al., 19 I. C. C., 434.

Southern Cotton Oil Co. v. F. S. & W. R. R. Co. (5911), 29 I. C. C., 712.

Southern Cotton Oil Co. v. Louisville & Nashville Ry. Co. et al., 18 I. C. C., 180.

Followed: So. Cotton Oil Co. v. So. Ry. Co., 19 I. C. C., 80.

Carrier should have secured the shipper's signature to the released valuation clause.

Southern Cotton Oil Co. v. Seaboard Air Line Ry. (1784), 14 I. C. C., 642.

Stacy Mercantile Co. v. Minneapolis, St. Paul & Sault Ste. Marie Ry. Co. et al., 18 I. C. C., 550.

Standard Asphalt & Rubber Co. v. Atchison, Topeka & Santa Fe Ry. Co., 18 I. C. C., 609.

Standard Asphalt & Rubber Co. v. Missouri Pacific Ry. Co. et al., 16 I. C. C., 609.

Standard Knitting Mills v. N. Y., N. H. & H. R. Co., 24 I. C. C., 718.

Standard Gilsonite & Asphaltum Co. v. Uintah Ry. Co., 20 I. C. C., 655.

Southern Cotton Oil Co. v. Seaboard Air Line Ry. Co. et al., 20 I. C. C., 671.

Southern Cotton Oil Co. v. Southern Ry. Co. et al., 19 I. C. C., 79.

Cited: Miller & Lux v. So. Pac. Co., 20 I. C. C., 130.

Approved: Investigation and Suspension Docket 76, 25 I. C. C., 444, 477.

Where the agent of the defendant signed bill of lading with full knowledge that what the shipper desired was the rate on cotton linters released to a value of 2 cents per pound, and that, having this knowledge the agent of the initial carrier neglected to indorse upon the said bills of lading any notation of the released valuation, the complainant is entitled to reparation for whatever be paid over and above the released rates.

Southern Express Co. v. Bannon, 13 I. C. C., 516.

See *Bannon v. S. Exp. Co.*

Southern Express Co. v. Franklin, Stiles & Franklin, 21 I. C. C., 88.

Southern Express Co. et al., Hammond, Robert A., v., 17 I. C. C., 607.

Southern Express Co., Lowery-Hanks Co. v. (5652), 28 I. C. C., 716.

Southern Express Co., R. R. Com'rs of Florida v., 28 I. C. C., 634.

Southern Express Co., Reynolds v., 13 I. C. C., 536.

Southern Express Co. et al., Reynolds, R. J. Tobacco Co. v., 19 I. C. C., 608.

Southern Express Co., Saunders, E. E. Co. v., 18 I. C. C., 415.

See Saunders Co. v. S. Exp. Co.

Southern Express Co., Tyler Grocery Co. v. (U. R. A-474), 29 I. C. C., 727.

Southern Furniture Mfrs.' Asso. v. S. R. Co., 25 I. C. C., 379.

Cited: Partridge & Sons Co. v. P. R. R. Co., 26 I. C. C., 487.

If a carrier 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, it is then liable for the discrimination which may result from its action in joining with the other carriers in the discriminating rate or regulation.

Distinguished: Standard Mirror Co. v. P. R. R. Co., 27 I. C. C., 205.

The rate extended to High Point applied to Pacific coast destinations, 3,000 to 4,000 miles distant, from points of origin previously blanketed over an extensive territory.

Southern Grocery Co. v. G. Northern Ry. Co., 12 I. C. C., 229.

Cited: Chamber of Com., Ashburn, Ga., v. G. S. & F. Ry. Co., 23 I. C. C., 149.

Cited: Montezuma, Ga., v. C. of G. Ry. Co., 28 I. C. C., 284.

The circumstances and conditions obtaining at Moultrie not substantially dissimilar from those at Tifton, Valdosta and Fitzgerald, and higher rates to Moultrie not warranted.

Southern Idaho Commercial Clubs' League v. Oregon Short Line R. R. Co. et al., 18 I. C. C., 562.

Southern Illinois Millers' Asso. v. L. & N. R. Co., 23 I. C. C., 672.

Cited: Mo. River, Ill. Wheat and Flour Rates, 27 I. C. C., 290.

Cited case dealt with rates from mills in Southern Illinois to seaboard but also considered the relation of these mills to St. Louis with regard to their freight rate and it was suggested that milling-in-transit be permitted upon all lines by which the traffic can move from St. Louis to eastern destinations at a penalty not exceeding $\frac{1}{2}$ cent per 100 pounds.

Cited: Southwestern Mo. Millers' Club v. St. L. & S. F. R. R. Co., 28 I. C. C., 29.

Unjust discrimination does not exist where a proportional rate from a certain point on traffic from beyond is less than intermediate locals to the same destination.

Southern Indiana Ry. Co., Pennsylvania & Indiana Coal Co. v. (1342), 15 I. C. C., 637.

Southern Indiana Ry. Co., R. R. Commission of Indiana v., 17 I. C. C. 603.

Southern Iron Equipment Co. v. Louisville & Nashville R. R. Co. et al, 21 I. C. C., 675.

Southern Kansas Millers' Com. Club v. Atchison, Topeka & Santa Fe Ry. Co., 15 I. C. C., 607.

Southern Kansas Millers' Com. Club v. Atchison, Topeka & Santa Fe Ry. Co., 15 I. C. C., 604.

Southern Kansas Millers' Com. Club v. Chicago, Rock Island & Pacific Ry. Co., 15 I. C. C., 605.

Southern Kansas Ry. Co. of Tex., Buick Motor Co. v. (U. R. A-647), 30 I. C. C., 730.

Southern Kansas Ry. of Texas, Cattle Raisers' Asso. v., 11 I. C. C., 296.

See *Cattle Raisers' Asso. v. M., K. & T. Ry. Co.*

Southern Kansas Ry. Co. of Texas, Kirkpatrick v. (U. R. A-270), 28 I. C. C., 724.

Southern Lumber Co. v. L. Ry. & N. Co. (U. R. A-566), 30 I. C. C., 719.

Southern Pacific Co., Alexander v., 24 I. C. C., 306.

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

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

See *Kindelon v. S. P. Co.*

Southern Pacific Co., American Lumber & Manufacturing Co. v., 14 I. C. C., 561.

See *American Lumber & Mfg. Co. v. S. P. Co.*

Southern Pacific Co., American National Live Stock Asso. v., 26 I. C. C., 37.

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

See *Arlington Heights Fruit Exchange v. S. P. Co.*

Southern Pacific Co. et al., Arlington Heights Fruit Exchange et al. v.,
20 I. C. C., 106.

See *Arlington Heights Fruit Exchange v. S. P. Co.*

Southern Pacific R. Co., Arlington Heights Fruit Exchange v., 22 I. C.
C., 149.

See *Arlington Heights Fruit Exchange v. S. P. Co.*

Southern Pacific Ry. Co., Arlington Heights Fruit Exchange v., 24 I. C.
C., 671.

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

Southern Pacific Co., Associated Oil Co. v., 24 I. C. C., 613.

Southern Pacific Co., Ballin, Solomon, v., 19 I. C. C., 503.

Southern Pacific Co., Bare Bros. v., 17 I. C. C., 72.

See *Montague v. A., T. & S. F. Ry. Co.*

Southern Pacific Co. et al., Baskerville & Rowe Co. v., 19 I. C. C., 615.

Southern Pacific Co., Samuel K. Behrend v., 9 I. C. C., 637.

Southern Pacific Co., Bisbee Board of Trade v. (1100), 12 I. C. C., 588.

Southern Pacific Co. et al., Blinn, L. W. Lumber Co. v., 18 I. C. C., 430.

See *Blinn Lumber Co. v. S. P. Co.*

Southern Pacific Co. et al., Borgfeldt, Geo. & Co. v., 18 I. C. C., 552.

Southern Pacific Co. et al., Breuner, John Co. v., 17 I. C. C., 608.

Southern Pacific Co. et al., Breuner, John Co. v., 17 I. C. C., 611.

Southern Pacific Co., Buren v., 26 I. C. C., 332.

**Southern Pacific Co. (Atlantic System), 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.*

**Southern Pacific Co. (Pacific System), 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.*

Southern Pacific Co., California Fruit Growers' Ex. v., 12 I. C. C., 553.

See *California Fruit Growers' Ex. v. S. P. Co.*

Southern Pacific Co., California Pole & Piling Co. v., 22 I. C. C., 507.
California Pole & Piling Co. v. S. P. Co.

Southern Pacific Co., California Pole & Piling Co. v., 27 I. C. C., 669.

Southern Pacific Co., Carstens Packing Co. v., 17 I. C. C., 6.

Southern Pacific Co. et al., Carstens Packing Co. v., 20 I. C. C., 163.

Southern Pacific Co., Carstens Packing Co. v., 23 I. C. C., 236.

Southern Pacific Co., Thomas V. Cator v., 6 I. C. C., 113.

See Cator, Thomas V., v. Southern Pacific Co.

Southern Pacific Co., Channel Commercial Co. v., 12 I. C. C., 506.

Southern Pacific Co., Channel Commercial Co. v. (819), 12 I. C. C., 582.

Southern Pacific Co., City of Crawford v., 25 I. C. C., 259.

Southern Pacific Co. et al., City of Monica, Calif., v., 19 I. C. C., 606.

Southern Pacific Co. et al., Clemons, Horst E. Co. v., 20 I. C. C., 663.

Southern Pacific Co. et al., Coast Carriage Co. v., 17 I. C. C., 72.

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

Southern Pacific Co., Colo. Fuel & Iron Co. v., 6 I. C. C., 488.

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

Southern Pacific Co. et al., Commercial Club of Omaha v., 18 I. C. C., 53.

See Commercial Club of Omaha v. S. P. Co.

Southern Pacific Co. et al., Commercial Club of Omaha v., 20 I. C. C., 631.

See Commercial Club of Omaha v. S. P. Co.

Southern Pacific Co., Commercial Club of Santa Barbara, Calif., v., 12 I. C. C., 495.

See Commercial Club of Santa Barbara, Calif., v. S. P. Co.

Southern Pacific Co., Commercial Club of Santa Barbara, Calif., v. (818), 12 I. C. C., 582.

Southern Pacific Co., Consolidated Forwarding Co. v., 9 I. C. C., 182.

See Consolidated Forwarding Co. v. Southern Pacific Co.

Southern Pacific Co., Consolidated Forwarding Co. v., 10 I. C. C., 590.

See Consolidated Forwarding Co. v. Southern Pacific Co.

Southern Pacific Co. et al., Coors, A., v., 18 I. C. C., 352.

See Coors v. S. P. Co.

Southern Pacific Co. et al., Crombie & Co. et al. v., 19 I. C. C., 561.

See Crombie & Co. v. S. P. Co.

Southern Pacific Co., Crombie & Co. v., 25 I. C. C., 233.

Southern Pacific Co., Crutchfield & Woolfolk v., 24 I. C. C., 651, 679.

See Crutchfield & Woolfolk v. So. Pac. Co.

Southern Pacific Co., Curtis Bros. & Co. v., 23 I. C. C., 372.

Southern Pacific Co., Dallas Lumber & Logging Co. v. (U. R. A-475), 29 I. C. C., 727.

Southern Pacific Co. et al., Dean & Humphrey Co. v., 17 I. C. C., 72.

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

Southern Pacific Co., Deming Lumber Co. v., 24 I. C. C., 598.

See Deming Lumber Co. v. S. P. Co.

Southern Pacific Co., Dierks v. (U. R. A-460), 29 I. C. C., 725.

Southern Pacific Co., Dunbar-Hansen Co. v. (U. R. A-234), 27 I. C. C., 725.

Southern Pacific Co., Blanton, Duncan, v., 6 I. C. C., 85.

See Duncan v. Atchison, Topeka & Santa Fe Ry. Co.

Southern Pacific Co. et al., Eastern Outfitting Co. v., 17 I. C. C., 72.

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

Southern Pacific Co., Carl Eichenberg v., 14 I. C. C., 250.

See Eichenberg v. S. P. Co.

Southern Pacific Co., Eichenberg v., 28 I. C. C., 584.

Southern Pacific Co., Charles G. Freeman v., 7 I. C. C., 202.

Southern Pacific Co. et al., Fuller, W. P. & Co. v., 18 I. C. C., 202.

Southern Pacific Co. et al., Fuller, George H. Desk Co. v., 17 I. C. C., 609.

Southern Pacific Co. et al., Fuller, George H. Desk Co. v., 17 I. C. C., 610.

Southern Pacific Co. et al., Fuller, George Desk Co. v., 17 I. C. C., 611.

Southern Pacific Co., Gile & Co. v., 22 I. C. C., 298.

Southern Pacific Co., Goldfield Consolidated Mines Co. v., 23 I. C. C., 718.

Southern Pacific Co., Goldfield Consolidated Milling & Transp. Co. v. (U. R. A-266), 28 I. C. C., 723.

Southern Pacific Co., Goldfield Cons. Mines Co. v. (U. R. A-266, A-292), 28 I. C. C., 723.

Southern Pacific Co., A. J. Gustin v., 8 I. C. C., 481.

See *Gustin v. Burlington & Mo. River R. R. in Nebr.*

Southern Pacific Co. et al., Hall, W. A. & Co. v., 20 I. C. C., 665.

Southern Pacific Co. et al., Harbor City Wholesale Co. of San Pedro, Calif. v., 19 I. C. C., 323.

See *Harbor City Wholesale Co. v. So. Pac. Co.*

Southern Pacific Co., Heid Bros. v., 24 I. C. C., 717.

Southern Pacific Co., Holder v., 22 I. C. C., 661.

Southern Pacific Co. et al., Horst, Clemens F. Co. v., 17 I. C. C., 576.

Southern Pacific Co., Humphrey Supply Co. v., 23 I. C. C., 714.

Southern Pacific Co., Hunt Bros. Co. v. (4897), 27 I. C. C., 704.

Southern Pacific R. R. Co., In re, 1 I. C. C., 6.

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

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

Southern Pacific R. Co., Jackson & Perkins Co. v., 24 I. C. C., 323.

Southern Pacific Co. et al., Jackson Grocery Co. v., 19 I. C. C., 613.

Southern Pacific Co. (A. S. S. Lines), Jacob v. (U. R. A-649), 30 I. C. C., 730.

Southern Pacific Co., Johnson v. (U. R. A-216), 27 I. C. C., 723.

Southern Pacific Co. et al., Johnston-Locke Mercantile Co. v., 17 I. C. C., 503.

Southern Pacific Co., Jubitz, Assignee, v., 27 I. C. C., 44.

Southern Pacific Ry. Co., Kent Co. v., 23 I. C. C., 710.

Southern Pacific Co., Kent Co. v., 24 I. C. C., 715.

Southern Pacific Co., George J. Kindel v., 11 I. C. C., 495.

See Kindel v. B. & A. R. R. Co.

Southern Pacific Co. et al., Kindelon, J. C., v., 17 I. C. C., 251.

See Kindelon v. S. P. Co.

Southern Pacific Co. et al., Lauer, E. & Son v., 18 I. C. C., 109.

Southern Pacific Co. et al., Lawrence-Wardenburg Co. v., 20 I. C. C., 638.

Southern Pacific Co., Lehmann, Higginson & Co. v., 4 I. C. C., 1.

See Lehmann, Higginson & Co. v. Southern Pac. Co.

Southern Pacific Co., The H. Lesinsky Co. v. (1588), 14 I. C. C., 639.

Southern Pacific Co., Lewis-Vidger Co. v., 26 I. C. C., 718.

Southern Pacific Co. et al., Louvre, The, v., 17 I. C. C., 503.

Southern Pacific Co. et al., McCloud River Lumber Co. et al. v., 19 I. C. C., 603.

Southern Pacific R. Co., McCloud River Lumber Co. v., 24 I. C. C., 89.

Southern Pacific Co., McDaniel v., 24 I. C. C., 719.

Southern Pacific Co., McGillan v., 27 I. C. C., 669.

Southern Pacific Co., McGillan v. (U. R. A-303), 28 I. C. C., 728.

Southern Pacific Co., McKendree v. (U. R. A-216), 27 I. C. C., 723.

Southern Pacific Co. et al., Mackay, Walter S. & Co. v., 17 I. C. C., 72.

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

Southern Pacific Co., Maier & Co. v., 29 I. C. C., 103.

Southern Pacific Co., Maldonado & Co. v., 26 I. C. C., 714.

Southern Pacific Co., Maricopa Co. Com. Club v., 22 I. C. C., 218, 429.

See Maricopa County Commercial Club v. P. & E. R. R. Co.

Southern Pacific Co. et al., Maris, H. B., v., 17 I. C. C., 251.

See Kindelon v. S. P. Co.

Southern Pacific Co. et al., Maris, H. B., v., 17 I. C. C., 613.

Southern Pacific Co. et al., Maris, H. B., v., 18 I. C. C., 301.

Southern Pacific Co., John H. Martin v., 2 I. C. C., 1.

See *Martin v. So. Pac. Co.*

Southern Pacific Co., Mason Bros. v., 25 I. C. C., 35.

Southern Pacific Co., Mason Bros. v., 28 I. C. C., 402.

Southern Pacific 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.*

Southern Pacific Co., Mayor and City Council of Wichita, Kans., v., 9 I. C. C., 569.

Southern Pacific Co., Medford Traffic Bureau v., 23 I. C. C., 701.

Southern Pacific Co. et al., Michigan Furniture Co. v., 17 I. C. C., 72.

See *Montague v. A., T. & S. F. Ry. Co.*

Southern Pacific Co. et al., Miller & Lux, Inc., v., 20 I. C. C., 129.

Southern Pacific Co., Mitchell Co. v., 24 I. C. C., 715.

Southern Pacific Co., Mitchell, Lewis & Staver Co. v. (U. R. A-439), 29 I. C. C., 722.

Southern Pacific Co. et al., Montague, W. W. & Co. v., 17 I. C. C., 72.

See *Montague v. A., T. & S. F. Ry. Co.*

Southern Pacific Co., Multnomah Lumber & Box Co. v., 25 I. C. C., 123.

Southern Pacific Co., Nevada-California Power Co. v., 20 I. C. C., 657.

Southern Pacific Co., Nevada Hills Mining Co. v., 24 I. C. C., 721.

Southern Pacific Co., Nevada Hills Mining Co. v. (U. R. A-526), 29 I. C. C., 734.

Southern Pacific Co. et al., New Orleans Board of Trade, Ltd., v., 20 I. C. C., 638.

Southern Pacific 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.*

Southern Pacific Co., N. Y. Team Owners' Asso. v., 12 I. C. C., 204.

Southern Pacific Co., Newmark Grain Co. v., 30 I. C. C., 431.

Southern Pacific Co., Northern California Lumber Co. v., 20 I. C. C., 671.

Southern Pacific Co. et al., Northwestern Leather Co. v., 21 I. C. C., 66.

Southern Pacific Co. et al., O'Brien Commercial Co. v., 17 I. C. C., 72.

See *Montague v. A., T. & S. F. Ry. Co.*

Southern Pacific Co. et al., Ogden, F. D., v., 20 I. C. C., 638.

Southern Pacific Co. et al., Oregon & Washington Lumber Manufacturers' Association v., 21 I. C. C., 389.

Southern Pacific R. R. Co., Adolph Ottinger v., 1 I. C. C., 144.

Southern Pacific Co., Pacific Coast Jobbers' & Manufacturers' Asso. v., 12 I. C. C., 319.

Southern Pacific Co. et al., Pacific Coast Jobbers' & Manufacturers' Asso. v., 18 I. C. C., 333.

Southern Pacific Co., Pacific Creamery Co. v., 26 I. C. C., 578.

Southern Pacific Co., Pacific Creamery Co. v. (U. R. A-356), 28 I. C. C., 735.

Southern Pacific Co., Pacific Creamery Co. v., 29 I. C. C., 405.

Southern Pacific Co. et al., Pacific Purchasing Co. v., 17 I. C. C., 72.

See *Montague v. A., T. & S. F. Ry. Co.*

Southern Pacific Co., Page & Sons, Inc., v., 23 I. C. C., 710.

Southern Pacific Co. et al., Paraffine Paint Co. v., 21 I. C. C., 671.

Southern Pacific Co., Parker v., 24 I. C. C., 681.

Southern Pacific Co., Phillips-Trawick-James Co. v., 13 I. C. C., 644.

Southern Pacific Co., Potter Manufacturing Co. v., 5 I. C. C., 514.

See *Potter Mfg. Co. v. Chicago & Grand Trunk Ry. Co.*

Southern Pacific Co., Pridham Co. v., 30 I. C. C., 117.

Southern Pacific Co., Pueblo Transportation Asso. v., 14 I. C. C., 82.

Southern Pacific Co. et al., R. R. Commission of Nevada v., 19 I. C. C., 238.

See *R. R. Com. of Nevada v. S. P. Co.*

Southern Pacific Co. et al., R. R. Commission of Nevada v., 21 I. C. C., 329.

See *R. R. Com. of Nevada v. S. P. Co.*

Southern Pacific Co., R. R. Com. of Nevada v., 23 I. C. C., 456.

Southern Pacific Co., R. R. Commission of Oregon v., 24 I. C. C., 273.

Southern Pacific Co., R. R. Commission of Oregon v. (4973), 29 I. C. C., 710.

Southern Pacific Co., E. M. Raworth v., 5 I. C. C., 234.

See *Raworth v. Northern Pacific R. R. Co.*

Southern Pacific Co., Ream v., 25 I. C. C., 107.

Southern Pacific Co., Red Cloud Mining Co. v., 9 I. C. C., 216.

See *Red Cloud Mining Co. v. Southern Pacific Co.*

Southern Pacific Co., Reno Grocery Co. v., 23 I. C. C., 400.

Southern Pacific Co., Reno Grocery Co. v., 24 I. C. C., 715.

Southern Pacific Co., Reno Wholesale Liquor Store, Inc., v., 23 I. C. C., 516.

Southern Pacific Co., George Rice v., 4 I. C. C., 228.

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

Southern Pacific Co., George Rice v., 5 I. C. C., 193.

See *Rice v. Cinn., Wash. & Balt. R. R. Co.*

Southern Pacific Co. et al., Rigney, Thomas F., v., 17 I. C. C., 72.

See *Montague v. A., T. & S. F. Ry. Co.*

Southern Pacific Co. et al., Royal Mantel Co. v., 17 I. C. C., 72.

See *Montague v. A., T. & S. F. Ry. Co.*

Southern Pacific Co. et al., Rucker Desk Co. v., 17 I. C. C., 610.

Southern Pacific Co. et al., Rucker-Fuller Desk Co. v., 17 I. C. C., 608.

Southern Pacific Co. et al., Rucker-Fuller Desk Co. v., 17 I. C. C., 610.

Southern Pacific Co. et al., Ryan & Newton Co. v., 18 I. C. C., 618.

Southern Pacific Co., Salles & Chicorp v. (U. R. A-216), 27 I. C. C., 723.

Southern Pacific Ry. Co., San Francisco News Co. v., 24 I. C. C., 709.

Southern Pacific Co., Sanger, J. P., v., 3 I. C. C., 134.

Southern Pacific Co., Sanguinetti v., 25 I. C. C., 711.

Southern Pacific Co., Santa Rosa Traffic Asso. v., 24 I. C. C., 46.

See *Santa Rosa Traffic Asso. v. S. P. Co.*

Southern Pacific Ry. Co., Santa Rosa Traffic Asso. v., 29 I. C. C., 65.

Southern Pacific Co., Schneider v., 22 I. C. C., 658.

Southern Pacific Co. et al., Schultz-Hansen Co. v., 18 I. C. C., 234.

Southern Pacific Co. et al., Serry, John J., v., 18 I. C. C., 554.

See *Serry v. S. P. Co.*

Southern Pacific Co. et al., Shannon Copper Co. v., 19 I. C. C., 605.

Southern Pacific Co., Sloane v. (U. R. A-509), 29 I. C. C., 731.

Southern Pacific Co., Smith & Son v., 26 I. C. C., 707.

Southern Pacific Co., Smith Lumber Co. v. (U. R. A-389), 28 I. C. C., 739.

Southern Pacific Co., Southern California Fruit Exchange v., 9 I. C. C., 182.

See *Consolidated Forwarding Co. v. Southern Pacific Co.*

Southern Pacific Co., Southern California Fruit Ex. v., 10 I. C. C., 590.

See *Consolidated Forwarding Co. v. Southern Pacific Co.*

Southern Pacific Co. et al., Southern Timber and Land Co. v., 18 I. C. C., 232.

Southern Pacific Co., Shippers' Union of Phoenix v., 9 I. C. C., 250.

See *Shippers' Union of Phoenix v. A., T. & S. F. Ry. Co.*

Southern Pacific Co. et al., Standard Hardwood Lumber Co. v., 17 I. C. C., 251.

See *Kindelon v. S. P. Co.*

Southern Pacific Co. et al., Stone-Ordean-Wells Co. v., 18 I. C. C., 13, 15.

Southern Pacific Co., Strauss & Co. v. (U. R. A-114), 27 I. C. C., 709.

Southern Pacific Co., Sulzberger & Sons Co. v. (U. R. A-400), 28 I. C. C., 740.

Southern Pacific Co., Swayne, Inc., v., 27 I. C. C., 669.

Southern Pacific Co. et al., Talbott, E. S., v., 20 I. C. C., 654.

Southern Pacific Co., Traffic Bureau of the Merchants' Exchange of San Francisco v., 19 I. C. C., 259.

See Traffic Bureau of the Merchants' Exchange of San Francisco v. S. P. Co.

Southern Pacific Co., Tuttle Paint & Glass Co. v. (U. R. A-169), 27 I. C. C., 716.

Southern Pacific Co., Uhlman v., 25 I. C. C., 711.

Southern Pacific Co., United States v., 25 I. C. C., 255.

Southern Pacific Co. (A. S. S. Lines), West v. (U. R. A-649), 30 I. C. C., 730.

Southern Pacific Co., Western Oregon Lumber Manufacturers' Asso. v., 14 I. C. C., 61.

See Western Oregon Lumber Mfrs.' Asso. v. S. P. Co.

Southern Pacific Co. et al., Wheeler Lumber, Bridge & Supply Co. v., 16 I. C. C., 547.

Southern Pacific Co. et al., White Bros. v., 16 I. C. C., 607.

Southern Pacific Co. et al., White Bros. v., 16 I. C. C., 608.

Southern Pacific Co. et al., White Bros. v., 16 I. C. C., 609.

Southern Pacific Co. et al., White Bros. v., 16 I. C. C., 610.

Southern Pacific Co. et al., White Bros. v., 16 I. C. C., 611.

Southern Pacific Co. et al., White Bros. v., 17 I. C. C., 251.

See Kindelón v. S. P. Co.

Southern Pacific Co. et al., White Bros. v., 17 I. C. C., 627.

Southern Pacific Co. et al., White Bros. v., 18 I. C. C., 308.

Southern Paint & Glass Co. v. Baltimore & Ohio R. R. Co., 6 I. C. C., 284.

Southern Paint & Glass Co. v. Lake Erie & Western R. R. Co., 6 I. C. C., 284.

Southern Pine Lumber Co. v. Southern Ry. Co., 14 I. C. C., 195.

Followed: Nicola, Stone & Myers Co. v. L. & N. R. R. Co., 14 I. C. C., 205.

Protest against the payment of unreasonable and excessive freight rates is not a necessary prerequisite to the recovery of damages on account of the exaction of unjust, unreasonable and unlawful charges.

Southern Queen Range Co. v. Cincinnati, New Orleans & Texas Pacific Ry. Co. et al., 21 I. C. C., 608.

Southern Ry. Co., Abingdon Mills v., 23 I. C. C., 710.

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

See **Alabama Coal Operators' Asso. v. S. Ry. Co.**

Southern Ry. Co., Alderman & Sons Co. v. (U. R. A-251), 27 I. C. C., 728.

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

Southern Ry. Co., Alexander v., 25 I. C. C., 32.

Southern Ry. Co., Alleged Unlawful Charges for Transportation of Vegetables v., 8 I. C. C., 585.

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

Southern Ry. Co., American Lumber & Export Co. v. (4624), 27 I. C. C., 703.

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

See **Andy's Ridge Coal Co. v. S. Ry. Co.**

Southern Ry. Co., Ashland Fire Brick Co. v., 22 I. C. C., 115.

See **Ashland Fire Brick Co. v. S. Ry. Co.**

Southern Ry. Co., Ashland Fire Brick Co. v., 26 I. C. C., 195.

Southern Ry. Co., Atlanta Freight Bureau v., 29 I. C. C., 476.

Southern Ry. Co., Atlanta Machine Works v., 26 I. C. C., 715.

Southern Ry. Co., Augusta Cotton Exchange & Board of Trade v., 30 I. C. C., 704.

Southern Ry. Co., Balfour Quarry Co. v. (U. R. A-138), 27 I. C. C., 712.

Southern Ry. Co., Black Mountain Coal Land Co. v., 15 I. C. C., 286.

See **Black Mountain Coal Land Co. v. S. Ry. Co.**

Southern Ry. 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.**

Southern Ry. Co., Board of Mayor and Aldermen of the City of Bristol, Tenn., v., 15 I. C. C., 487.

Southern Ry. Co., Board of R. R. Commissioners of the State of Ky. v. 7 I. C. C., 380.

Southern Ry. Co., Board of Trade of the City of Lynchburg, Va., v., 6 I. C. C., 632.

See **Board of Trade of the City of Lynchburg, Va., v. Old Dominion S. S. Co.**

Southern Ry. Co., Bristol Door & Lumber Co. v. (U. R. A-206), 27 I. C. C., 722.

Southern Ry. Co., Brown v. (U. R. A-484), 29 I. C. C., 728.

Southern Ry. Co., Buffalo Hardwood Lumber Co. v. (1237), 29 I. C. C., 708.

Southern Ry. Co., Burke Tanning Co. v., 24 I. C. C., 716.

Southern Ry. Co., Cahill Iron Works v., 25 I. C. C., 252.

Southern Ry. Co., Camden Iron Works v. (U. R. A-508), 29 I. C. C., 731.

Southern Ry. Co. et al., Cannon Manufacturing Co. v., 21 I. C. C., 673.

Southern Ry. Co., Central Yellow Pine Asso. v., 10 I. C. C., 505.

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

Southern Ry. Co., Chamber of Commerce of Augusta, Ga., v., 22 I. C. C., 233.

Southern Ry. Co., Chamber of Commerce of Chattanooga v., 10 I. C. C., 111.

See **Chamber of Commerce of Chattanooga v. Southern Ry. Co.**

Southern Ry. Co., Chamber of Commerce of Newport News v., 23 I. C. C., 345.

Southern Ry. Co., Charlotte Shippers' Asso. v., 11 I. C. C., 108.

See **Charlotte Shippers' Asso. v. S. Ry. Co.**

Southern Ry. Co., Chattanooga Sewer Pipe & Fire Brick Co. v. (U. R. A-676), 30 I. C. C., 734.

Southern Ry. Co. et al., Cohen, Michael & Co. v., 16 I. C. C., 177.

Southern Ry. Co., Collier v. (U. R. A-554), 30 I. C. C., 718.

Southern Ry. Co., Columbia Chamber of Commerce v., 28 I. C. C., 339.

Southern Ry. Co., Columbus Board of Trade v. (U. R. A-493), 29 I. C. C., 729.

Southern Ry. Co., Coosa Lumber Co. v. (U. R. A-232), 27 I. C. C., 725.

Southern Ry. Co., Cozart, Winfield F., v., 16 I. C. C., 226.

Southern Ry. Co. et al., Crescent Lumber Co. v., 17 I. C. C., 604.

Southern Ry. Co., Dale Sand Co. v. (U. R. A-606), 30 I. C. C., 724.

Southern Ry. Co., Danville, City of, v., 8 I. C. C., 409, 571.

See Danville, City of, v. Southern Ry. Co.

Southern Ry. Co., Danville Lumber & Mfg. Co. v., 22 I. C. C., 663.

Southern Ry. Co., A. H. Davenport v., 11 I. C. C., 650.

Southern Ry. Co., Davidson Lumber Co. v., 26 I. C. C., 715.

Southern Ry. Co. et al., De Camp Bros. et al. v., 16 I. C. C., 144.

Southern Ry. Co., Davidson Lumber Co. v. (U. R. A-603), 30 I. C. C., 724.

Southern Ry. Co., De Moll & Co. v., 30 I. C. C., 446.

Southern Ry. Co., Duvall, Carter & Co. v. (U. R. A-527), 29 I. C. C., 734.

Southern Ry. Co. et al., Denton Lumber Co. v., 21 I. C. C., 679.

Southern Ry. Co., Dewey Bros. Co. v., 11 I. C. C., 481.

See Dewey Bros. Co. v. B. & O. R. R. Co.

Southern Ry. Co. et al., Duvall, Carter & Co. v., 21 I. C. C., 666.

Southern Ry. Co., Emporia Mfg. Co. v., 23 I. C. C., 712.

Southern Ry. Co., Esson Granite Co. v., 26 I. C. C., 449.

Southern Ry. Co., J. K. Farrar v., 11 I. C. C., 632.

Southern Ry. Co., J. K. Farrar v., 11 I. C. C., 640.

See Farrar v. S. Ry. Co.

Southern Ry. Co. et al., Farrar Lumber Co. v., 19 I. C. C., 601.

Southern Ry. Co. et al., Federal Lumber Co. v., 21 I. C. C., 682.

Southern Ry. Co., W. L. Fewell v., 7 I. C. C., 354.

Southern Ry. Co., Field v., 13 I. C. C., 298.

See Field v. S. Ry. Co.

Southern Ry. Co., Florence Wagon Works v. (1640), 14 I. C. C., 640.

Southern Ry. Co., Florence Wagon Works v. (1641), 14 I. C. C., 641.

Southern Ry. Co., Florence Wagon Works v. (U. R. A-106), 27 I. C. C., 708.

Southern Ry. Co., Forester Lumber Co. v. (U. R. A-610), 30 I. C. C., 724.

Southern Ry. Co., Foster Lumber Co. v., 20 I. C. C., 669.

Southern Ry. Co., Gardner & Clark v., 10 I. C. C., 342.

Southern Ry. Co. et al., Georgia-Carolina Brick Co. v., 20 I. C. C., 148.

See Georgia-Carolina Brick Co. v. S. Ry. Co.

Southern Ry. Co. et al., Georgia Fruit Exchange et al. v., 20 I. C. C., 623.

Southern Ry. Co., Graham v. (4667), 29 I. C. C., 710.

Southern Ry. Co., Griffin Grocery Co. v., 11 I. C. C., 522.

Southern Ry. Co., Griffin-Hallman Fuel Co. v., 29 I. C. C., 699.

Southern Ry. Co., Guntersville Navigation Co. v. (4563), 28 I. C. C., 711.

Southern Ry. Co., Harriman Mfg. Co. v. (U. R. A-164), 27 I. C. C., 716.

Southern Ry. Co. et al., Heilman, John, v., 18 I. C. C., 609.

Southern Ry. Co. et al., Hendrie & Bolthoff Manufacturing Co. v., 21 I. C. C., 672.

Southern Ry. Co. et al., Herf & Frerichs Chemical Co. v., 19 I. C. C., 613.

Southern Ry. Co., Highland Park Mfg. Co. v., 26 I. C. C., 67.

Southern Ry. Co., Hill, Audley & Co. et al. v., 20 I. C. C., 225.

Southern Ry. Co., Holmes & Co. v., 8 I. C. C., 561, 570.

See Holmes v. Southern Ry. Co.

Southern Ry. Co., Homer Lumber Co. v. (U. R. A-204), 27 I. C. C., 721.

Southern Ry. Co., Hull Co. v., 24 I. C. C., 302.

Southern Ry. Co., Hull Vehicle Co. v., 28 I. C. C., 619.

Southern Ry. Co., Jackson Lumber Co. v., 24 I. C. C., 704.

Southern Ry. Co. et al., Jenks, Robert H. Lumber Co. v., 17 I. C. C., 58.

See Jenks Lumber Co. v. S. Ry. Co.

Southern Ry. Co., Jones, J. R., v., 18 I. C. C., 150.

See Jones v. S. Ry. Co.

Southern Ry. Co., T. M. Kehoe & Co. v., 11 I. C. C., 172.

Southern Ry. Co. et al., Kessler, Julius & Co. v., 17 I. C. C., 618.

Southern Ry. Co., Kessler & Co. v., 24 I. C. C., 706.

Southern Ry. Co., Latham Co. v. (U. R. A-669), 30 I. C. C., 733.

Southern Ry. Co., Leach & Co. v. (6049), 28 I. C. C., 720.

Southern Ry. Co., E. D. McClelen v., 6 I. C. C., 588.

Southern Ry. Co., McInnis & Sturges Milling Co. v., 24 I. C. C., 706.

Southern Ry. Co., McLung & Co. v., 22 I. C. C., 582.

Southern Ry. Co., McRae Grocery Co. v., 12 I. C. C., 83.

Southern Ry. Co., McRae Terminal Ry. v., 12 I. C. C., 270, 545.

See McRae Terminal Ry. Co. v. S. Ry. Co.

Southern Ry. Co., Masse & Felton Lumber Co. v., 23 I. C. C., 110.

See Masse & Felton Lumber Co. v. S. Ry. Co.

Southern Ry. Co., Minersville Coal Co. v., 13 I. C. C., 440.

Southern Ry. Co., Edwin E. Montell v., 7 I. C. C., 412.

Southern Ry. Co., Moore v., 23 I. C. C., 716.

Southern Ry. Co., Moore Stave Co. v., 30 I. C. C., 105.

Southern Ry. Co., Mount Pleasant Fertilizer Co. v. (U. R. A-657), 30 I. C. C., 731.

Southern Ry. Co., National Asso. of the Granite Industries of U. S. v. (3044), 29 I. C. C., 709.

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

Southern Ry. Co. et al., Ouerbacker Coffee Co. v., 18 I. C. C., 566.

Southern Ry. Co., Pate Lumber Co. v., 2 I. C. C., 726.

Southern Ry. Co., Pate Lumber Co. v., 26 I. C. C., 714.

Southern Ry. Co., Phillips & Co. v., 14 I. C. C., 199.

See Nicola, Stone & Myers Co. v. L. & N. R. R. Co.

Southern Ry. Co., Phillips, Bailey Co. v., 8 I. C. C., 93.

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

Southern Ry. Co., Planters' Compress Co. v., 11 I. C. C., 382.

See *Planters' Compress Co. v. C., C., C. & St. L. Ry. Co.*

Southern Ry. Co. et al., Portner, Robert Brewing Co. et al. v., 20 I. C. C., 672.

Southern Ry. Co., Portner Brewing Co. v., 25 I. C. C., 659.

Southern Ry. Co., Powell Fuel Co. v., 24 I. C. C., 706.

Southern Ry. Co., Rees' Sons v., 30 I. C. C., 585.

Southern Ry. Co., Reliance Textile & Dye Works v., 13 I. C. C., 48.

Southern Ry. Co., Ridge Fruit & Melon Growers' Asso. of S. C. v., 8 I. C. C., 1.

Southern Ry. Co., Riverside Mills v., 12 I. C. C., 388.

See *Riverside Mills v. S. Ry. Co.*

Southern Ry. Co., Riverside Mills v. (872), 12 I. C. C., 584.

Southern Ry. Co., Riverside Mills v., 23 I. C. C., 711.

Southern Ry. Co., Riverside Mills v., 24 I. C. C., 718.

Southern Ry. Co., Rock Hill Buggy Co. v., 11 I. C. C., 229.

Southern Ry. Co., Royal Coal & Coke Co. v., 13 I. C. C., 440.

Southern Ry. Co., St. Louis Hay & Grain Co. v., 11 I. C. C., 90.

See *St. Louis Hay & Grain Co. v. Mobile & Ohio R. R. Co.*

Southern Ry. Co., Slider v., 24 I. C. C., 312.

See *Slider, Ed. T., v. S. R. Co.*

Southern Ry. Co., Slider v. (U. R. A-245), 27 I. C. C., 727.

Southern Ry. Co., Smoot & Sons Co. v. (5470), 28 I. C. C., 715.

Southern Ry. Co., South Atlantic Waste Co. v., 22 I. C. C., 293.

Southern Ry. Co. et al., Southern Bitulithic Co. v., 17 I. C. C., 626.

Southern Ry. Co. et al., Southern Bitulithic Co. v., 17 I. C. C., 630.

Southern Ry. Co. et al., Southern Cotton Oil Co. v., 19 I. C. C., 79.

See *Southern Cotton Oil Co. v. S. Ry. Co.*

Southern Ry. Co., Southern Furniture Mfg. Asso. v., 25 I. C. C., 379.

See Southern Furniture Mfg. Asso. v. S. Ry. Co.

Southern Ry Co., Southern Pine Lumber Co. v., 14 I. C. C., 195.

See Southern Pine Lumber Co. v. S. Ry. Co.

Southern Ry. Co., Spiegle, George M. & Co. et al. v., 19 I. C. C., 522.

See Spiegle & Co. v. S. Ry. Co.

Southern Ry. Co., Spiegle & Co. v., 22 I. C. C., 82.

Southern Ry. Co., Speigle v., 25 I. C. C., 71.

See Speigle v. S. Ry. Co.

Southern Ry. Co., Stetson Lumber Co. v., 14 I. C. C., 199.

See Nicola, Stone & Myers Co. v. L. & N. R. R. Co.

Southern Ry. Co., Stone & Son v., 29 I. C. C., 699.

Southern Ry. Co., Strasburg Steam Flouring Mills v., 22 I. C. C., 671.

Southern Ry. Co., Talge Mahogany Co. v., 25 I. C. C., 44.

Southern Ry. Co., Tenn. Coal Co. v., 13 I. C. C., 440.

Southern Ry. Co., H. H. Tift v., 10 I. C. C., 548.

See Tift v. Southern Ry. Co.

Southern Ry. Co., Trades League of Philadelphia v., 8 I. C. C., 368.

Southern Ry. Co., Union Tanning Co. v., 25 I. C. C., 112.

Southern Ry. Co., Union Tanning Co. v., 26 I. C. C., 159.

See Union Tanning Co. v. S. Ry. Co.

Southern Ry. Co. et al., United States Leather Co. v., 21 I. C. C., 323.

See United States Leather Co. v. S. Ry. Co.

Southern Ry. Co. et al., Victor Manufacturing Co. et al. v., 21 I. C. C., 222.

See Victor Mfg. Co. v. S. Ry. Co.

Southern Ry. Co., Victor Mfg. Co. v., 27 I. C. C., 661.

See Victor Mfg. Co. v. S. Ry. Co.

Southern Ry. Co., Virginia-Carolina-Chemical Co. v., 23 I. C. C., 713.

Southern Ry. Co., Virginia-Carolina Chemical Co. v., 24 I. C. C., 600.

Southern Ry. Co., Virginia-Carolina Chemical Co. v., 24 I. C. C., 721.

Southern Ry. Co., Washburn-Crosby Milling Co., Inc., v., 22 I. C. C., 465.

Southern Ry. Co., Warren Manufacturing Co. v., 12 I. C. C., 381.

See *Warren Mfg. Co. v. S. Ry. Co.*

Southern Ry. Co., Wil. Tariff Asso. of Wil., N. C., v., 9 I. C. C., 118.

Southern Ry. Co., Wm. Wrigley, Jr., v., 10 I. C. C., 412.

Southern Sewer Pipe Co. v. Louisville & Nashville R. R. Co., 17 I. C. C., 621.

Southern Shuttle & Bobbin Co. v. Tallulah Falls Ry. Co. et al., 21 I. C. C., 676.

Southern Timber & Land Co. v. Southern Pacific Co. et al., 18 I. C. C., 232.

Southwest Washington Lumber Manufacturers' Asso. v. Northern Pacific Ry. Co., 14 I. C. C., 23.

See also *Pacific Coast Lumber Mfrs.' Asso. v. N. P. Ry. Co.*

Followed: *Oregon & Wash. Lum. Mnfrs.' Asso. v. U. P. R. R. Co.,* 14 I. C. C., 20.

Followed: *Potlatch Lumber Co. v. N. P. Ry. Co.,* 14 I. C. C., 48.

Followed: *Pacific Coast Lum. Mfrs.' Asso. v. N. P. Ry. Co.,* 15 I. C. C., 465.

Rates on lumber from the northwest.

Southwestern Brick Co. v. A., T. & S. F. R. Co., 22 I. C. C., 659.

Southwestern Broom & Warehouse Co., 30 I. C. C., 45.

See *Wichita Business Asso. v. A., T. & S. F. Ry.*

Southwestern Kansas Farmers' & Business Men's League v. Atchison, Topeka & Santa Fe Ry. Co., 12 I. C. C., 530.

Cited: *State of Oklahoma v. A., T. & S. F. Ry. Co.,* 14 I. C. C., 519.

Cited: *Consumers' Ice Co. v. A., T. & S. F. Ry. Co.,* 18 I. C. C., 278.

The reasonableness of coal rates west of Mississippi River several times investigated.

Southwestern Laundry Machinery Co. v. Wabash R. R. Co. et al., 21 I. C. C., 685.

Southwestern Millers' League v. A., T. & S. F. R. Co., 24 I. C. C., 552.

Cited: Transit Case, 24 I. C. C., 358.

Transit and non-transit articles may be sent from the milling point in the same car at the carload rate.

Modified: Transit Case, 26 I. C. C., 599.

Original report modified in conformity with the Transit case, 26 I. C. C., 204.

Southwestern Millers' League v. A., T. & S. F. R. Co., 26 I. C. C., 599.

Southwestern Millers' League v. U. P. R. Co., 26 I. C. C., 245.

Southwestern Missouri Millers' Club v. M., K. & T. R., 22 I. C. C., 422.

Cited: Southwestern Mo. Millers' Club v. St. L. & S. F. R. R. Co., 29 I. C. C., 30.

A rate of 20½ cents on wheat was fixed in cited case to apply in practically the same territory and distance as here involved.

Quoted: Hammerschmidt & Franzen Co. v. C. & N. W. Ry. Co., 30 I. C. C., 81.

"We have always recognized that in the application of group rates a discrimination of necessity arose between the near and far edge of the group; but have felt that in many cases this discrimination was not undue and therefore not unlawful."

Southwestern Missouri Millers' Club v. M., K. & T. R. Co., 22 I. C. C., 662.

Southwestern Missouri Millers' Club v. M. P. Ry. Co. (6084), 29 I. C. C., 713.

Southwestern Missouri Millers' Club v. St. L. & S. F. R. Co., 26 I. C. C., 245, 630.

Quoted: N. Y. Shippers' Protective Asso. v. N. Y. C. & H. R. R. R. Co., 30 I. C. C., 441.

Quoted: Demurrage Allowances, 30 I. C. C., 542.

The duty of shippers to provide necessary material and labor to fasten shipments to floor of car which require same, also to furnish the necessary material to make a car fit for the shipment of a particular commodity, announced.

Southwestern Missouri Millers' Club v. St. L. & S. F. R. R. Co., 29 I. C. C., 28.

Southwestern Portland Cement Co. v. Atchison, Topeka & Santa Fe Ry. Co. et al., 21 I. C. C., 665.

Southwestern Produce Distributers et al. v. Wabash R. R. Co., 20 I. C. C., 458.

Cited: In re Wharfage Facilities at Pensacola, Fla., 27 I. C. C., 255.

Cited by railroad in support of proposition that it has a right to employ an agent to perform services for its patrons and to grant that agent the exclusive or preferential use of the facilities necessary in the performance of such services.

Southwestern Shippers' Traffic Asso. v. A., T. & S. F. R. Co., 24 I. C. C., 570.

Cited: Corporation Com. of Okla. v. A. & S. Ry. Co., 26 I. C. C., 524.

Cited: Cor. Com. of Okla. v. A., O & W. R. R. Co., 27 I. C. C., 212.

Class rates prescribed from Galveston to Oklahoma City used as basis for rates suggested by complainants in instant case.

Followed: Colorado Mnfrs.' Asso. v. A., T. & S. F. Ry. Co., 28 I. C. C., 91.

The through charges by the sea and rail routes from the Atlantic seaboard through the Gulf ports to Denver found not unreasonable.

Spanley, Charles A., et al. v. Wabash R. R. Co. et al., 21 I. C. C., 666.

Sparks Milling Co. v. C., P. & St. L. R. Co. of Ill. (U. R. A-203), 27 I. C. C., 721.

Spartanburg Board of Trade v. Richmond & Danville R. R. Co., 2 I. C. C., 304.

Cited: B'd of T'd. of Troy, Ala., v. Ala. Mid. Ry. Co., 6 I. C. C., 15.

Where substantial dissimilarity of circumstances and conditions is set up by defendant carriers in justification of departures from the "long and short haul" rule of the statute, the burden is upon them to establish such dissimilarity.

Spartanburg Ry., Gas & Electric Co., Pennsylvania R. R. Co. et al. v., 19 I. C. C., 609.

Speer Hardware Co. v. St. L. & S. F. R. Co. (U. R. A-217), 27 I. C. C., 723.

Spencer, Samuel, v. Board of Trade of the City of Lynchburg, Va., 6 I. C. C., 632.

See Board of Trade of the City of Lynchburg, Va., v. Old Dominion S. S. Co.

Spiegle, George M. & Co. v. C. & O. R. R. Co., 11 I. C. C., 367.

Spiegle, George M. & Co. et al. v. Southern Ry. Co. et al., 19 I. C. C., 522.

Cited: Spiegle, George M. & Co. et al. v. Southern Ry. Co. et al., 22 I. C. C., 82.

Fixing amount of reparation.

Cited: Spiegle, George M. & Co. et al. v. Southern Ry. Co. et al., 25 I. C. C., 72.

Newport and Johnson City put on rate parity.

Cited: Bristol Door & Lumber Co. v. N. & W. Ry. Co., 25 I. C. C., 88.

In complying with order in cited case, the rate to Johnson City was advanced.

Spiegle, George M., v. S. R. Co., 22 I. C. C., 82.

Spiegle, George M., v. S. Ry. Co., 25 I. C. C., 71.

Cited: Bristol Door & Lumber Co. v. N. & W. Ry. Co., 25 I. C. C., 88.

The present case grows out of the general situation discussed in cited case, which involves the milling-in-transit rates on lumber.

Quoted: Fabrication-in-Transit, 29 I. C. C., 78.

Transit is a regulation or practice affecting the rate of which the Commission has jurisdiction was the holding in *In re Wool*, etc., 23 I. C. C., 151.

Spillers, D. K. & Co. v. Louisville & Nashville R. R. Co., 8 I. C. C., 364.

Spokane, City of, Wash., v. Northern Pacific Ry. Co., 15 I. C. C., 376.

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

Spokane, City of, et al. v. Northern Pacific Ry. Co. et al., 16 I. C. C., 179.

Spokane, Washington, et al. v. Northern Pacific Ry. Co. et al., 19 I. C. C., 162.

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

Spokane City et al. v. Northern Pacific Ry. Co. et al., 21 I. C. C., 400.

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

Spokane City v. N. P. R. Co., 23 I. C. C., 454.

Spokane Cycle & Supply Co. v. S. I. Ry. Co. (U. R. A-461), 29 I. C. C., 725.

Spokane Drug Co. v. G. N. Ry. Co. (U. R. A-370), 28 I. C. C., 736.

Spokane International Ry. Co., Graham & Co. v. (U. R. A-256), 27 I. C. C., 729.

Spokane International Ry. Co., Northern Mercantile Co. v. (5671), 29 I. C. C., 711.

Spokane International Ry. Co., Northwest Auto Supply Co. v. (U. R. A-158), 27 I. C. C., 715.

Spokane International Ry. Co., Northern Mercantile Co. v. (U. R. A-207), 27 I. C. C., 722.

Spokane International Ry. Co., Spokane Cycle & Supply Co. v. (U. R. A-461), 29 I. C. C., 725.

Spokane International Ry. Co. et al., Winkel, J. A. & Co. v., 18 I. C. C., 618

Spokane, Portland & Seattle Ry. Co., Dedrick Electric Supply v., 24 I. C. C., 712.

Spokane, Portland & Seattle Ry. Co., Keats Auto Co. v. (U. R. A-202), 27 I. C. C., 721.

Spokane, Portland & Seattle Ry. Co. et al., Pacific Coast Biscuit Co. v. 20 I. C. C., 546.

See Pacific Coast Biscuit Co. v. S. P. & S. Ry. Co.

Spokane, Portland & Seattle Ry. Co., Security Vault & Metal Works v., 24 I. C. C., 711.

Spokane, Portland & Seattle Ry. Co. et al., Western Mantel Co. v., 20 I. C. C., 643.

Spokane, Portland & Seattle Ry. Co., Wylie Bros. Co. v., 26 I. C. C., 717.

Sprague, Warner & 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.

Spreckers Bros. Commercial Co. v. Monongahela Ry. Co., 18 I. C. C., 190.

Sprigg, Thomas F., v. B. & O. R. R. Co., 8 I. C. C., 443.

Followed: China & Japan Trading Co. v. Ga. R. Co., 12 I. C. C., 241.

Cited: Weber Club & Intermountain Fair Asso. v. O. S. L. R. R. Co., 17 I. C. C., 215.

Because a rate is the result of an alleged unlawful combination on part of carriers is no reason to deny its application if found reasonable per se.

Followed: Field v. So. Ry. Co. et al., 13 I. C. C., 299.

Cited: Eschner v. P. R. R. Co., 18 I. C. C., 63.

Commission has no authority to cause re-establishment of special party rates which has existed in past years and have been accorded theatrical troupes—such rates being lower than normal passenger-mile revenue fare.

Cited: Weber Club & Intermountain Fair Asso. v. O. S. L. R. R. Co., 17 I. C. C., 216.

The action of the carriers, although resulting in discrimination, was not unlawful, inasmuch as the statute expressly authorized the discrimination.

Cited and explained: Commutation Rate Case, 21 I. C. C., 435.

When cited case was before the Commission it was without power under a finding by the U. S. Supreme Court to prescribe rates for the future, under the Act as it then stood.

Spring Coal Co. v. N. & W. Ry. Co. (U. R. A-536), 29 I. C. C., 735.

Spring Hill Coal Co. v. Erie R. R. Co. et al., 18 I. C. C., 508.

Springer, T. H., v. El Paso & Southwestern R. R. Co. et al., 17 I. C. C., 322.

Cited: Noble v. B. & O. R. R. Co., 22 I. C. C., 434.

A carload rate and minimum weight when published by carrier constitute offer to carry at such charge and carrier may not impose an additional charge when it is not able to furnish a car of the dimensions ordered.

Springfield Commercial Asso. v. P. R. R. Co., 28 I. C. C., 511.

Cited: Grain Rates in Central Freight Asso. Territory, 28 I. C. C., 561.

Springfield, which was in 117 per cent group, placed in 113 per cent group in cited case.

Springfield Traffic Bureau of the Jobbers' & Mfrs.' Asso. v. A., T. & S. F. R. Co., 23 I. C. C., 432.

Springfield Traffic Bureau of the Jobbers' & Mfrs.' Asso. v. St. L. & S. F. R. R. Co., 29 I. C. C., 600.

Sproles v. S. A. L. Ry. (U. R. A-416), 29 I. C. C., 719.

Sprunt, Alexander & Son v. Seaboard Air Line Ry., 18 I. C. C., 251.

Squire, John P. & Co. v. Michigan Central R. R. Co., 4 I. C. C., 611.

Cited: Chic. Live Stock Ex. v. C. G. W. R. Co., 10 I. C. C., 430.

Alleged violations of rulings of Commission as set forth in this case.

Cited: Quimby et al. v. Maine Central R. Co., 13 I. C. C., 248.

It is not province of Commission to relieve from disadvantages of unfavorable location by an adjustment of transportation charges.

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, and the equalization of commercial and geographical conditions through rate adjustments has been considered in minute detail by the Commission.

Squire Dingee Co. v. C. & E. I. R. R. Co. (U. R. A-440), 29 I. C. C., 722.

Squire Dingee Co. v. C., I. & L. R. Co., 24 I. C. C., 720.

Stacy, E. P. & Sons v. Chicago, Burlington & Quincy R. R. Co. et al., 20 I. C. C., 670.

Stacy, E. P. & Sons et al. v. Chicago, St. Paul, Minneapolis & Omaha Ry. Co. et al., 21 I. C. C., 674.

Stacy, E. P. & Sons v. Evansville & Terre Haute R. R. Co. et al., 17 I. C. C., 625.

Stacy, E. P. & Sons v. M. P. R. Co., 25 I. C. C., 713.

Stacy, E. P. & Sons v. Oregon Short Line R. R. Co. et al., 20 I. C. C., 136.

Standard Grain & Milling Co. v. C. & N. W. Ry. Co. (U. R. A-454), 29 I. C. C., 724.

Standard Hardwood Lumber Co. v. Southern Pacific Co. et al., 17 I. C. C., 251.

See Kindelon v. S. P. Co.

Standard Iron & Metal Co. v. D. & R. G. R. Co., 24 I. C. C., 717.

Standard Lime & Stone Co. v. Cumberland Valley R. R. Co., 15 I. C. C., 620.

Cited: Delray Salt Co. v. C., St. P., M. & O. Ry. Co., 16 I. C. C., 511.

Cited: Cedar Hill C. & C. Co. v. C. & S. Ry. Co., 17 I. C. C., 481.

Cited: Rates from Walsenburg Coal Field, 26 I. C. C., 88.

Cited: St. L., S. & P. R. R. v. P. & P. N. Ry. Co., 26 I. C. C., 235.

Cited: Lumber Rates, Oregon and Washington to Eastern Points.

A carrier may not withdraw its through rates with a connecting carrier because it does not wish to divide the revenue on traffic which it could originate at a point on its own line.

Standard Mirror Co. v. P. R. Co., 27 I. C. C., 200.

Standard Oil Co. v. A. C. L. R. Co., 24 I. C. C., 718, 722.

- Standard Oil Co. (Ky.) v. A. C. L. R. Co.** (U. R. A-163), 27 I. C. C., 715.
- Standard Oil Co. v. Baltimore & Ohio Chicago Terminal R. R. Co. et al.**, 20 I. C. C., 669.
- Standard Oil Co. v. Chicago Terminal Transfer R. R. Co. et al.**, 21 I. C. C., 460.
- Standard Oil Co. v. C., C., C. & St. L. R. Co.**, 22 I. C. C., 669.
- Standard Oil Co. v. E. J. & E. R. Co.**, 22 I. C. C., 667.
- Standard Oil Co. v. Indianapolis Southern R. R. Co. et al.**, 20 I. C. C., 667.
- Standard Oil Co. v. I. T. R. Co.**, 23 I. C. C., 369.
- Standard Oil Co. v. I. T. R. Co.**, 26 I. C. C., 724.
- Standard Oil Co. v. K. C. S. R. Co.**, 22 I. C. C., 668.
- Standard Oil Co. v. M., St. P. & S. Ste. M. Ry. Co.** (U. R. A-438), 29 I. C. C., 722.
- Standard Oil Co. v. P. Co.** (4518), 28 I. C. C., 711.
- Standard Oil Co. v. P. Co.**, 29 I. C. C., 524.
- Standard Oil Co. v. P. Co.** (U. R. A-485), 29 I. C. C., 728.
- Standard Steel Co. v. A. G. S. R. R. Co.** (U. R. A-549), 30 I. C. C., 717.
- Standard Pharmacal Co. v. C., R. I. & P. R. Co.** (U. R. A-111), 27 I. C. C., 708.
- Standard Vitriified Brick Co. v. C., B. & Q. R. R. Co.**, 25 I. C. C., 669.

Cited: Kansas-Iowa Brick Rates, 28 I. C. C., 286.

The rate of 12½ cents on brick to station on line of the C., B. & Q. R. R. Co. approved in cited case.

- Stange, A. H. Co. v. Chicago, Milwaukee & St. Paul Ry. Co.**, 18 I. C. C., 629.
- Stange Co. v. C., M. & St. P. R. Co.** (U. R. A-244), 27 I. C. C., 727.
- Stanton Co. v. N. P. Co.** (U. R. A-226), 27 I. C. C., 724.
- Star Coal Co. v. Chicago, Milwaukee & St. Paul Ry. Co.**, 12 I. C. C., 492.
- Star Grain & Lumber Co. v. Atchison, Topeka & Santa Fe Ry. Co.**, 14 I. C. C., 364.

Cited: Star Grain & Lumber Co. v. Atchison, Topeka & Santa Fe Ry. Co., 17 I. C. C., 339.

Cited: The Tap Line Case, 23 I. C. C., 281.

Upon question reserved in former report, viz: allowances by regular carriers to so-called "tap lines."

Cited: In re Irregularities in Mine Ratings, 25 I. C. C., 295.

Cited: Rates on Plaster and Gypsum Rock, 27 I. C. C., 70.

Cited: Lumber Rates from Texas, Louisiana and Ark., 28 I. C. C., 473.

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.

Star Grain & Lumber Co. et al. v. Atchison, Topeka & Santa Fe Ry. Co. et al., 17 I. C. C., 338.

Cited: Fathauer Co. v. St. L., I. M. & S. Ry. Co., 18 I. C. C., 520.
Allowance to tap line not permissible.

Cited: Com. Club of Omaha v. A. & S. R. Ry. Co., 18 I. C. C., 535.
No controversy will be prejudged and the effect the withdrawal of tap line allowances will have on the reasonableness of present rates.

Cited: Industrial Lumber Co. v. St. L., W. & G. Ry. Co., 19 I. C. C., 50, 52.

Same issue presented and decision in former supercedes this.

Cited: Mnfrs.' Ry. Co. v. St. L., I. M. & S. Ry. Co., 21 I. C. C., 307.

Cited: The Tap Line Case, 23 I. C. C., 281.

Tap line questions raised again.

Star Mill & Elevator Co. v. M., K. & T. R. Co., 23 I. C. C., 709.

Stark v. A., T. & S. F. Ry. Co. (1130), 29 I. C. C., 707.

Stark v. C., R. I. & P. Ry. Co. (1131), 29 I. C. C., 707.

Stark v. M. P. Ry. Co. (1132), 29 I. C. C., 707.

Stark v. St. L. & S. F. R. R. Co. (1133), 29 I. C. C., 707.

Stark v. U. P. R. R. Co. (1134), 29 I. C. C., 708.

Stark, James E & Co. v. Missouri Pacific Ry. Co. et al., 17 I. C. C., 603.

Stark Co. v. C., M. & St. P. Ry. Co. (U. R. A-631), 30 I. C. C., 727.

Starks Co. v. M., St. P. & S. Ste M. Ry. Co. (U. R. A-433), 29 I. C. C., 721.

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

State Corporation Commission of North Carolina v. Norfolk & Western Ry. Co. et al., 19 I. C. C., 303.

State Corporation Commission of Oklahoma v. Chicago, Rock Island & Gulf Ry. Co. et al., 17 I. C. C., 379.

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

State of Florida, R. R. Com'rs, v. Southern Ex. Co., 28 I. C. C., 634.

State of Florida R. R. Com'rs v. A. C. L. R. R. Co., 28 I. C. C., 356.

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

State of Iowa, Board of R. R. Com'rs, v. A. E. R. R. Co., 28 I. C. C., 563.

State of Iowa v. A. C. L. R. Co., 24 I. C. C., 134.

Cited: **National Syrup Co. v. C. & N. W. Ry. Co.**, 28 I. C. C., 675.

Rate on glucose from Chicago to Edgewater, a point in New York Harbor, reduced from 24 to 20 cents, the rate on corn between the same points being 16 cents.

State of Iowa v. A., T. & S. F. Ry. Co., 28 I. C. C., 47.

See also Mississippi River Case, The.

Cited: **Interior Iowa Cities Case**, 28 I. C. C., 65.

The cited case, along with present case and two others referred to as a combined effort on the part of the State of Iowa, its railroad commission, and its merchants and shippers to secure more favorable rates into and out of the entire State. The reductions ordered in cited case in the local rates to the upper Mississippi River crossings will result in reductions in the through freight charges of the interior towns, but these lower rates will not satisfy the shippers on whose behalf the present case was filed.

Cited: **Mississippi River Case**, 29 I. C. C., 530.

The findings of the original report herein used for fixing rates for the future.

State of Iowa v. A., T. & S. F. R. Co., 29 I. C. C., 530.

State of Iowa v. C., St. P., M. & O. Ry. Co., 28 I. C. C., 64, 76.

See also In re Interior Iowa Cities Case.

See also Interior Iowa Cities Case, 28 I. C. C., 64.

Followed: **Cedar Rapids Com. Club v. C., R. I. & P. Ry. Co.**, 28 I. C. C., 77.

The cited case disposed of the chief issue in the third complaint in the present case, and the first complaint.

Quoted: Scott-Mayer Com. Co. v. C., R. I. & P. Ry. Co., 28 I. C. C., 531.

"A shipper has no legal grievance with respect to this through traffic unless compelled to pay excessive charges for the through service. If the through charges are lawful in the sense that they are reasonable charges for the through service, a shipper can not predicate unlawfulness of one of the component parts of the through charges by alleging that it is excessive compensation to that carrier for that part of the through service."

Cited: Iowa St. B'd R. R. Com. v. A. E. R. R. Co., 28 I. C. C., 564.

The plan proposed by railroads for carrying out orders in cited case found faulty is that, under it, the discrimination which was intended to be prevented to a certain extent would be created at points near Missouri River.

Cited: Interior Iowa Cities Case, 29 I. C. C., 536.

Rates fixed by carriers under the findings of the original report approved.

State of Iowa v. C., St. P., M. & O. Ry. Co., 29 I. C. C., 536, 539.

State of Iowa v. N. Y. C. & H. R. R. R. Co., 28 I. C. C., 64.

State of Iowa v. N. Y. C. & H. R. R. R. Co., 29 I. C. C., 536.

State of Kansas et al. v. Atchison, Topeka & Santa Fe Ry. Co. et al., 21 I. C. C., 665.

State of Kansas v. A., T. & S. F. R. Co., 27 I. C. C., 673.

Cited: Butter and Eggs from Topeka to the Southeast, 27 I. C. C., 695.
No justification shown for withdrawal of commodity rates and substitution of class rates.

Cited: Volco Mfg. Co. v. A., T. & S. F. Ry. Co., 28 I. C. C., 291.

The fifth-class rate, St. Louis to Wichita, adopted in cited case applied in present case to the movement of product in carloads in the reverse direction.

Cited: Colorado Mfrs.' Asso. v. A., T. & S. F. Ry. Co., 29 I. C. C., 546.

Rates to Salina, 463 miles distance from St. Louis, fixed in cited case.

Cited: Fort Scott Industrial Asso. v. St. L. & S. F. Ry. Co., 29 I. C. C., 631.

Rates from St. Louis and other Mississippi River crossings to Kansas destinations, including Fort Scott, were in issue in cited case. Some

readjustment was ordered but it was not found necessary to change the Fort Scott rates to bring them in harmony with rates to more distant Kansas points.

Distinguished: Rates on Bananas from Gulf Ports, 30 I. C. C., 520.

The Omaha-Lincoln situation is substantially different and the 13-cent differential Lincoln over Omaha cannot be compared to the difference in the class rates between Kansas City and Topeka, created in cited case.

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

State of Maryland v. P. R. R. Co., 30 I. C. C., 22.

State R. R. Commission of Nevada v. Southern Pacific Co. et al, 19 I. C. C., 238.

State of Oklahoma v. Atchison, Topeka & Santa Fe Ry. Co., 14 I. C. C., 147, 516.

See Oklahoma, State of, v. A., T. & S. F. Ry. Co.

State of Oklahoma v. Atchison, Topeka & Santa Fe Ry. Co., 14 I. C. C., 147.

See Oklahoma, State of, v. A., T. & S. F. Ry. Co.

State of Oklahoma v. Chicago, Rock Island & Pacific Ry. Co., 14 I. C. C., 147.

See Oklahoma, State of, v. A., T. & S. F. Ry. Co.

State of Oklahoma v. Chicago, Rock Island & Pacific Ry. Co., 15 I. C. C., 42.

See Oklahoma, State of, v. C., R. I. & P. Ry. Co.

State of Oklahoma v. Missouri, Kansas & Texas Ry. Co., 14 I. C. C., 147.

See Oklahoma, State of, v. A., T. & S. F. Ry. Co.

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

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

State R. R. Commission of Alabama v. Louisville & Nashville R. R. Co. et al, 19 I. C. C., 460.

State R. R. Commission of Georgia v. Atlantic Coast Line R. R. Co. et al, 19 I. C. C., 460.

Stearns & Culver Lumber Co. v. L. & N. R. Co., 23 I. C. C., 719.

Stearns & Culver Lumber Co. v. L. & N. R. R. Co. (U. R. A-320), (5549),
28 I. C. C., 715, 730.

Steinfeld, Albert & Co. v. Illinois Central R. R. Co. et al., 20 I. C. C., 12.

Steinhart & Co. v. Texas & Pacific Ry. Co. et al., 19 I. C. C., 609.

Steinhardt & Co. v. T. & P. Ry. Co. (U. R. A-325, A-338), 28 I. C. C.,
731, 732.

Stephan v. C. & P. Telephone Co. (5722), 28 I. C. C., 717.

Stephens Grocery Co. v. Grand Rapids & Indiana Ry. Co. et al., 18 I. C.
C., 147.

Sterling, W. C. & Son Co. v. Michigan Central R. R. Co. et al., 21 I. C.
C., 451.

Cited: **Maxey v. B. & O. S. W. R. R. Co.**, 26 I. C. C., 507.

Where by default or misconduct of a carrier in failing or refusing to take appropriate routing steps to secure a specific delivery the consignee is put under the necessity of transferring his freight at the point of destination in contemplation of the delivery to which he is lawfully entitled, the shipper or consignee is entitled to recover of the carrier at fault damages in the sum of actual cost to him of such transfer.

Sterling Lumber Co. v. Louisville & Nashville R. R. Co. et al., 19 I. C.
C., 610.

Sterling Pickling Works v. W. R. R. Co. (U. R. A-348), 28 I. C. C., 734.

Sterling Salt Co. v. P. R. Co., 25 I. C. C., 716.

Sterling Salt Co. v. P. R. R. Co., 28 I. C. C., 38.

Stetson Lumber Co. v. Southern Ry. Co., 14 I. C. C., 199.

See **Nicola, Stone & Myers Co. v. L. & N. R. R. Co.**

Stevens, Fryberger & Co. v. C., B. & Q. R. Co. (U. R. A-237), 27 I. C.
C., 726.

Steward, E. M., v. A., T. & S. F. R. Co., 24 I. C. C., 714.

Steward & Clark Mfg. Co. v. A., T. & S. F. R. Co., 26 I. C. C., 361.

Stewart v. C. & S. Ry. Co. (U. R. A-341), 28 I. C. C., 733.

Stewart v. M., K. & T. Ry. Co. (U. R. A-297), 28 I. C. C., 727.

Stewart-Greer Lumber Co. v. St. L., I. M. & S. Ry. Co., 29 I. C. C., 120.

Stewart, J. E. Produce Co. v. Chicago, Milwaukee & St. Paul Ry. Co. et al.
17 I. C. C., 618.

Stilwell, Nelson D., v. Lehigh & Hudson River Ry. Co. et al., 19 I. C. C., 404.

Stilwell v. Wells, Fargo & Co. (U. R. A-529), 29 I. C. C., 734.

Stirtz, Paul, v. N. O., M. & C. R. Co., 22 I. C. C., 578.

Cited: Memphis Frt. Bu. v. I. C. R. R. Co., 27 I. C. C., 511.

Rates higher on N. O., M. & C. R. R. Co. lines than older competing line held justified by reason of its poor condition.

Stock Yards Cotton & Linseed Meal Co. v. Atchison, Topeka & Santa Fe Ry. Co. et al., 17 I. C. C., 608.

Stock Yards Cotton & Linseed Meal Co. v. Chicago, Milwaukee & St. Paul Ry. Co. et al., 16 I. C. C., 366.

Stock Yards Cotton & Linseed Meal Co. v. Chicago, Milwaukee & St. Paul Ry. Co. et al., 19 I. C. C., 609.

Stock Yards Cotton & Linseed Meal Co. v. Missouri, Kansas & Texas Ry. Co. et al., 17 I. C. C., 295.

Stock Yards Cotton & Linseed Meal Co. v. St. Louis Southwestern R. R. Co., 14 I. C. C., 530.

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

Stockbridge Elevator Co. v. Cincinnati, Hamilton & Dayton Ry. Co. et al., 21 I. C. C., 664.

Stone & Carten v. Detroit, Grand Haven & Milwaukee Ry. Co., 3 I. C. C., 613.

On traffic moving from Philadelphia, Pa., carriers ordered to cease furnishing free cartage, without tariff authority, at Grand Rapids, Mich., the farther-distance point, while denying such free service at Ionia, Mich., a shorter-distance point (1) on the ground that it constituted an illegal rebate; and (2) on the ground that it constituted a violation of Section 4 in this: that, the transportation rate being the same to both Grand Rapids and Ionia, the imposition of an additional charge for the cartage service at Ionia while no such charge was imposed at Grand Rapids, made the total charges higher for the shorter haul.

Interstate Commerce Commission v. Detroit, Grand Haven & Milwaukee Ry. Co.

57 Fed., 1005. October 6, 1893.

C. C., W. D., Mich., S. D. Taft, J.

Commission's order held to be valid on the ground that the facts show a violation of Section 4.

See 74 Fed., 83, for decision of C. C. of App.

Interstate Commerce Commission v. Detroit, Grand Haven & Milwaukee Ry. Co.

167 U. S., 633. May 24, 1897. Shiras, J.

Commission's order held to be invalid (1) on the ground that the granting of free cartage at Grand Rapids is not a rebate nor in violation of Section 6 because such privilege had been openly and notoriously enjoyed for 25 years and further because the Commission had not directed the carriers to include such matters in their tariffs; and (2) on the ground that there is no violation of Section 4 for the reason that the long-and-short haul provision can have no application to this case, because Section 4 has in view only the transportation of passengers and property by rail.

Stone & Son v. S. Ry. Co., 29 I. C. C., 699.

Stone-Ordean-Wells Co. v. Chicago, Burlington & Quincy R. R. Co. et al., 16 I. C. C., 30.

Stone-Ordean-Wells Co. v. Northern Pacific Co. et al., 16 I. C. C., 313.

Cited: Stone-Ordean-Wells Co. v. Northern Pacific Co. et al., 18 I. C. C., 15.

Rate on dried fruit.

Stone-Ordean-Wells Co. v. Philadelphia, Baltimore & Washington R. R. Co. et al., 18 I. C. C., 160.

Stone-Ordean-Wells Co. v. Southern Pacific Co. et al., 18 I. C. C., 315.

Stonega Coke & Coal Co. v. L. & N. R. Co., 23 I. C. C., 17.

Cited: L. & N. R. R. Coal and Coke Rates, 26 I. C. C., 23.

In cited case joint rates were required to be established from the mines of complainants and it was found that the L. & N. unjustly discriminated against complainants and in favor of operators at St. Charles, Va., for whom switching service was performed without any charge over the Appalachian rate.

Stone's Mercantile Agency v. C. & P. T. Co., 26 I. C. C., 709.

Storage Charges at New Orleans, La., 28 I. C. C., 605.

Storage Charges in C. F. A. Territory, 28 I. C. C., 372.

Storage Rules and Regulations at New Orleans, La., 28 I. C. C., 605.

Stott, David, v. Michigan Central R. R. Co. et al., 18 I. C. C., 582.

Stover Mfg. Co. v. Chicago, Milwaukee & St. Paul Ry. Co. et al., 18 I. C. C., 617.

Stover, Marshall & Winfree 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.

Stover, Marshall, 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.

Stowe-Fuller Co. v. Pennsylvania Co., 12 I. C. C., 215.

Cited: Ft. Smith Traffic Bureau v. St. L. & S. F. R. Co., 13 I. C. C., 655.

Cited: Investigation and Suspension Docket No. 76, 25 I. C. C., 474.

Classification must be based upon a real distinction from a transportation standpoint.

Cited and adhered to: Metropolitan Paving Brick Co. v. Ann Arbor R. R. Co., 17 I. C. C., 197, 198, 201, 202, 207.

One rate should be applied to fire, building and paving brick, with base rate Chicago-New York eastbound fixed at 21 cents per 100 pounds.

Distinguished: James & Abbot Co. v. B. & M. R. R. Co., 17 I. C. C., 274.

Rate on face brick never fixed—this is not common or ordinary brick.

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

Maintenance of rates on coke dependent or based upon the uses to which the coke is put condemned.

Followed: Evens-Howard Fire Brick Co. v. St. L., I. M. & S. Ry. Co., 25 I. C. C., 141.

Cited: Brick Rates from Ohio Points to Huntington, W. Va., 28 I. C. C., 293.

Paving, pressed, face, and fire brick should take same rate.

Distinguished: Rates on Common Brick to Canada, 26 I. C. C., 129.

The decision to the effect that various grades of brick should take same rate, has no application to common brick.

Stowe-Fuller Co. v. Pennsylvania Co. et al., 17 I. C. C., 197.

Strasburg Steam Flouring Mills v. S. R. Co., 22 I. C. C., 671.

Stratford Coal Yard v. C., R. I. & P. R. Co., 25 I. C. C., 707.

Stratton, Seay & Stratton v. Louisville & Nashville R. R. Co., 8 I. C. C., 93.

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

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

Strauss, Ignaz & Co. v. S. P. Co. (U. R. A-114), 27 I. C. C., 709.

Straw Rates from Missouri to Alton, Ill., 29 I. C. C., 562.

Straw Rates from Missouri to Alton, Ill., 29 I. C. C., 562.

Street & Graves v. St. L., I. M. & S. R. Co., 24 I. C. C., 724.

Strong, F. H., v. Atchison, Topeka & Santa Fe Ry. Co. (1930), 15 I. C. C., 639.

Stricklin, J. H. & Co. v. L. & N. R. Co., 22 I. C. C., 671.

Struck, Alfred Co. v. L. & N. R. Co., 25 I. C. C., 656.

Struck, A Co. v. L. & N. R. Co., 26 I. C. C., 469.

Struthers-Wells Co. v. Pa. R. R. Co., 14 I. C. C., 291.

Subpoenas duces tecum, In the Matter of the Application of Petitioner for, 3 I. C. C., 186.

Substitution of Tonnage at Transit Points, In re, 18 I. C. C., 280.

See also *In re Substitution of Tonnage at Transit Points.*

Quoted: *Henderson & Barkdull v. St. L., I. M. & S. Ry. Co.*, 18 I. C. C., 515.

Cited: *Duncan & Co. v. N., C. & St. L. Ry. Co.*, 21 I. C. C., 186.

Cited: *Clinton Sugar Refining Co. v. C. & N. W. Ry. Co.*, 28 I. C. C., 365.

A milling, storage or clearing in transit privilege cannot be justified on any theory except that the identical commodity or its exact equivalent or its product is finally forwarded from the transit point under the application of the through rate from original point of shipment. A commodity moving into transit point from one territory cannot be substituted for the same or like commodity originating in another territory, nor can any substitution be made that would impair the integrity of the through rate.

Cited: *Duncan & Co. v. N., C. & St. L. Ry. Co.*, 24 I. C. C., 342.
Supplemental report.

Suffern, William H. Grain Co. v. I. C. R. Co., 22 I. C. C., 178.

Cited: *Chamber of Com., Ashburn, Ga., v. G. S. & F. Ry. Co.*, 23 I. C. C., 150.

It is not so much a question of whether or not the railroads compete at one point and decline to compete at another point, but is whether or not by so doing they create or maintain unjust discrimination or undue preference.

Followed: Flour City S. S. Co. v. L. V. R. R. Co., 24 I. C. C., 180, 187.

The question presented is not moot. It appearing that there was an intention to equip a steamship line and that the financial standing of parties interested was such as would assure availability of necessary funds.

Cited: Flour City S. S. Co. v. L. V. R. R. Co., 27 I. C. C., 193.

Held in cited case that Decatur was entitled to the same transit privilege and elevation as Cairo.

Suffern, William H. Grain Co. v. I. C. R. Co., 27 I. C. C., 192.

Suffern, Hunt & Co. v. Indiana, Decatur & Western Ry. Co., 7 I. C. C., 255.

Cited: Spillers & Co. v. L. & N. R. Co., 8 I. C. C., 367.

Cited but distinguished: Kansas City Hay Co. v. St. L. & S. F. R. R. Co., 14 I. C. C., 632.

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: The Nat. Hay Asso. v. L. S. & M. S. R. Co., 9 I. C. C., 305.

It is manifestly unjust to furnish cars in which the minimum loading of the article cannot be shipped because of bulk of commodity and smallness of car and require shipper to pay for weight not carried.

Sugar Rates From New Orleans, La., to Sterling, Ill., 27 I. C. C., 122.

See In re Advances Sugar From New Orleans, La., to Sterling, Ill.

Sugarland Ry. Co., Wagner & Sons (U. R. A-400), 28 I. C. C., 726.

Sulsberger & Sons Co., 28 I. C. C., 599.

Summers-Parrott Hardware Co. v. B. & O. R. R. Co., 14 I. C. C., 98.

See Gump v. B. & O. R. R. Co.

Sun Co. v. I. S. R. Co., 22 I. C. C., 194.

Sun River Stock & Land Co. v. Great Northern Ry. Co. et al., 19 I. C. C., 601.

Sundberg, Bengt. E., v. American Express Co., 20 I. C. C., 380.

See In re Express Rates.

Sundberg, Bengt. E., v. G. N. Express Co., 24 I. C. C., 380.

See In re Express Rates.

Sundberg v. Great Northern Express Co., 28 I. C. C., 131.

Sundberg, Bengt. E., v. W. F. & Co., 24 I. C. C., 380.

See In re Express Rates.

Sunderland Bros. Co. v. A. N. & S. R. Co., 23 I. C. C., 709.

Sunderland Bros. Co. v. Baltimore & Ohio Southwestern R. R. Co. et al, 19 I. C. C., 616.

Sunderland Bros. Co. v. Chicago & North Western Ry. Co. et al., 16 I. C. C., 212, 433.

Cited: Sunderland Bros. Co. v. C., B. & Q. R. R. Co., 18 I. C. C., 513.
Coal rates from Sterling, Ill., to Wausau, Neb.

Sunderland Bros. Co. v. Chicago & North Western Ry. Co. et al., 18 I. C. C., 621.

Sunderland Bros. Co. v. Chicago, Burlington & Quincy R. R. Co. et al, 18 I. C. C., 512.

Sunderland Bros. Co. v. Chicago & North Western Ry. Co. et al., 21 I. C. C., 681.

Sunderland Bros. Co. v. Chicago, Burlington & Quincy R. R. Co., 18 I. C. C., 623.

Sunderland Bros. Co. v. Chicago, Burlington & Quincy R. R. Co. et al, 21 I. C. C., 632.

Cited and followed: Schenck v. N. & W. Ry. Co., 29 I. C. C., 127.

The shrinkage of coal in transit considered, and held that carriers should provide for reweighing at destination and if a variation of 1 per cent, with a minimum of 500 pounds is disclosed, the original weight and charges should be corrected and the reweighing charges refunded.

Sunderland Bros. Co. v. Chicago, Rock Island & Pacific Ry. Co. (1320), 13 I. C. C., 682.

Sunderland Bros. Co. v. Missouri, Kansas & Texas Ry. Co. et al., 18 I. C. C., 425.

Sunderland Bros. Co. v. Missouri, Kansas & Texas Ry. Co. et al., 18 I. C. C., 619.

Sunderland Bros. Co. v. Missouri, Kansas & Texas Ry. Co. et al., 21 I. C. C., 675.

Sunderland Bros. Co. v. Missouri, Kansas & Texas Ry. Co., 22 I. C. C., 668.

Sunderland Bros. Co. v. M. P. R. Co., 22 I. C. C., 141.

Cited: Kansas-Iowa Brick Rates, 28 I. C. C., 286.

A maximum rate of 10 cents adjudged reasonable in cited case to certain stations in vicinity of Council Bluffs.

Sunderland Bros. Co. v. Pere Marquette R. R. Co. et al., 16 I. C. C., 450.

Sunderland Bros. Co. v. St. Louis & San Francisco R. R. Co. et al., 18 I. C. C., 545.

Reaffirmed: Sunderland Bros. Co. v. St. Louis & San Francisco R. R. Co. et al., 23 I. C. C., 259.

Rehearing.

Minimum weight assessed on lime Ash Grove, Mo., to Pine Bluffs and Laramie, Wyo., found unreasonable.

Sunderland Bros. Co. v. St. L. & S. F. R. Co., 23 I. C. C., 259.

Sunflower Glass Co. v. M. P. R. Co., 22 I. C. C., 391.

Cited: R. R. Com. of Kansas v. A., T. & S. F. Ry. Co., 22 I. C. C., 415.

Cited: German Kali Works v. A., T. & S. F. Ry. Co., 28 I. C. C., 224.

The difference in transportation conditions may justify a lower commodity rate, mile for mile, east than west of the Mississippi River.

Sunnyside Coal Mining Co. v. Denver & Rio Grande R. R. Co. et al., 16 I. C. C., 558.

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.

Sunnyside Coal Mining Co. v. Denver & Rio Grande R. R. Co. et al., 17 I. C. C., 540.

Sunnyside Coal Mining Co. v. Denver & Rio Grande R. R. Co. et al., 17 I. C. C., 615.

Sunnyside Coal Mining Co. et al. v. Denver & Rio Grande R. R. Co. et al., 19 I. C. C., 20.

Sunnyside Coal Mining Co. v. D. & R. G. R. R. Co., 20 I. C. C., 21.

Cited: Commercial Club of Omaha v. A. & S. R. Ry. Co., 27 I. C. C., 323.

Where freight charges are tendered and paid to the delivering carrier by the consignees but the paid expense bill are transmitted in lieu

of cash and deducted from invoice price of shipment the consignors are the real parties in interest with respect to reparation.

Superior Charcoal Iron Co. v. Pere Marquette R. R. Co. et al., 17 I. C. C., 627.

Superior Commercial Club v. G. N. R. Co., 24 I. C. C., 96.

See also *Commercial Club of Superior v. G. N. Ry. Co.*

Cited: *Omaha Grain Exchange v. C., M. & St. P. Ry. Co.*, 24 I. C. C., 124.

By the line of the defendant in cited case the transportation conditions are so substantially alike from points in South Dakota, Minnesota, and Iowa to Chicago, Milwaukee, Minneapolis and Duluth-Superior that distance must be controlling, and generally the rate from this territory to those markets made the same for like distances measured over short lines of originating defendants.

Modified: *Omaha Grain Exchange v. C., M. & St. P. Ry. Co.*, 25 I. C. C., 342.

Prior orders rescinded and other orders entered in conformity with the original report as here explained or modified.

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.

Superior Commercial Club v. G. N. R. Co., 25 I. C. C., 342.

Superior Refining Co. v. St. Louis, Iron Mt. & So. Ry. Co. (1546), 15 I. C. C., 638.

Superior-Supply Co. v. N. & W. R. Co., 25 I. C. C., 711.

Suspension of Certain Demurrage Schedules, In re, 19 I. C. C., 496.

Sutherland, S. J. Co. v. K. C. S. R. Co., 26 I. C. C., 714.

Sutphin Co. v. P., C., & St. L. Ry. Co. (6110), 30 I. C. C., 717.

Swaffield, A. G., v. Atlantic Coast Line R. R. Co., 10 I. C. C., 281.

Swanson, Fred S., v. Chicago, Burlington & Quincy R. R. Co. et al., 20 I. C. C., 671.

Swanson, Axel W., v. M. L. & T. R. & S. S. Co., 26 I. C. C., 721.

Swanson, Axel W., v. T. & P. R. Co. (U. R. A-166), 27 I. C. C., 716.

Swayne, R. B., Inc., v. S. P. Co., 27 I. C. C., 669.

Swedish-American Telephone Co. v. Lake Shore & Michigan Southern R. R. Co. et al., 17 I. C. C., 615.

Swedish Iron & Steel Corp. v. B. T. Co. (U. R. A-323), 28 I. C. C., 730.

Sweeney-Lynes & Co. v. B. M. R. Co., 25 I. C. C., 712.

Sweeney, Lynes & Co. v. New York, Philadelphia & Norfolk R. R. Co. et al., 20 I. C. C., 600.

Cited: Investigation and Suspension Docket No. 91, 24 I. C. C., 166.
Maximum rate for refrigeration of strawberries from Norfolk, Va., and intermediate points, to Boston, Mass., ranging from \$40.80 to \$48.00 per car established in cited case.

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

An award of reparation does not necessarily follow the reduction of a rate, whether by voluntary act of the carrier or by order of the Commission.

Swift & Co. v. Atchison, Topeka & Santa Fe Ry. Co. et al., 18 I. C. C., 619.

Swift & Co. v. Baltimore & Ohio R. R. Co. et al., 21 I. C. C., 241.

Swift Beef Co. (Ltd.) v. C. P. Ry. Co. (U. R. A-284), 28 I. C. C., 725.

Swift & Co. v. Chicago & Alton R. R. Co., 16 I. C. C., 426.

Swift & Co. v. Chicago & Alton R. R. Co., 16 I. C. C., 605.

Swift & Co. v. C., B. & Q. R. Co., 22 I. C. C., 669.

Swift & Co. v. Denver, Northwestern & Pacific Ry. Co. et al., 17 I. C. C., 628.

Swift & Co. v. Evansville & Terre Haute R. R. Co. et al., 20 I. C. C., 657.

Swift & Co. v. Gulf, Colorado & Santa Fe Ry. Co., 21 I. C. C., 672.

Swift & Co. v. M. P. R. Co., 22 I. C. C., 385.

Swift & Co. v. P. R. R. Co., 29 I. C. C., 464.

Swift & Co. v. Texas & Pacific Ry. Co. et al., 16 I. C. C., 442.

Swift Fertilizer Works v. Atlantic Coast Line R. R. Co., 16 I. C. C., 605.

Switching at Arcade, N. Y., 30 I. C. C., 501.

Switching at Baltimore, Md., 30 I. C. C., 581.

Switching Charges at Sheffield, Minn., 26 I. C. C., 475.

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

Switching Charges at Chicago, 28 I. C. C., 677.

See *In re Advances Chicago Switching Charges.*

Switching Charges at Detroit, Michigan, 28 I. C. C., 494.

Switzer Lumber Co. v. A. & M. R. Co., 22 I. C. C., 471.

Switzer Lumber Co. v. K. C. S. R. Co., 25 I. C. C., 611.

Switzer Lumber Co. v. Texas & New Orleans R. R. Co. et al., 21 I. C. C., 290.

Sylvester, Ga., City of, v. A. C. L. R. R. Co., 28 I. C. C., 433.

Sylvester v. Pa. R. R. Co., 14 I. C. C., 573.

Cited: Davenport Com. Club v. Y. & M. V. R. R. Co., 16 I. C. C., 210.
Certain fourth section violations found.

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Talbott, E. S., v. Southern Pacific Co. et al., 20 I. C. C., 654.

Talge Mahogany Co. v. S. R. Co., 25 I. C. C., 44.

Tallassee & Montgomery Ry. Co., Central Commercial Co. v., 23 I. C. C., 716.

Tallulah Falls Ry. Co. et al., C. & W. Lumber Co. v., 21 I. C. C., 462.

Tallulah Falls Ry. Co. et al., Southern Shuttle & Bobbin Co. v., 21 I. C. C., 676.

Tampa Board of Trade v. L. & N. R. R. Co., 30 I. C. C., 377.

Tampa Northern R. R. Co. et al., Johnson-Wimsatt v., 21 I. C. C., 664.

Tanbark Rates to North Carolina, 30 I. C. C., 585.

Tap-Line Case, 23 I. C. C., 277, 549.

Trunk lines held to be justified in canceling divisions and allowances which had been paid to certain tap lines, which tap lines, the Commission found, were performing a plant-facility service and not a common-carrier service.

Tap Line Case.

Not reported. October 30, 1912.

I. & S. Docket No. 11.

Trunk lines ordered to desist from paying any such allowances or divisions to any such tap line.

Victoria, Fisher & Western R. R. Co. v. United States.

Not reported. February 24, 1912.

Commerce Court No. 93.*

Motion to dismiss for want of jurisdiction on the ground that the order, though affirmative in form is negative in substance, denied.

Victoria, Fisher & Western R. R. Co. v. United States.

209 Fed. 244. November 26, 1913.

Commerce Court No. 93.* Mack, J.

*Record transferred to District Court for the Western District of Louisiana upon dissolution of Commerce Court.

Commission's order held to be invalid, as arbitrary and beyond the power of the Commission, in so far as it prohibited any allowance for switching less than 1,000 feet or more than 3 miles, and also in so far as it prohibited the making of joint rates with certain tap lines and the payment of a division thereof to the tap lines. In so far as the order was negative, in dismissing the complaint filed to secure an order compelling the re-establishment of joint rates, held that the Commerce Court is without jurisdiction to determine its validity.

United States v. Victoria, Fisher & Western R. R. Co.

Atchison, Topeka & Santa Fe Ry. Co. v. Victoria, Fisher & Western R. R. Co.

234 U. S. 1. May 25, 1914. Day, J.

Judgment of Commerce Court affirmed and order of Commission held to be invalid.

Cited and followed: McCloud River Lumber Co. v. Co. Pac. Co., 24 I. C. C., 89.

Followed: Beaumont & Gt. N. R. R. Co. v. A., T. & S. F. Ry. Co., 24 I. C. C., 161.

On account of practical identity of ownership of complainant and the McCloud River Railroad the case has been held up pending conclusions in cited case, following those conclusions, the complainant held entitled to through routes and joint rates.

Distinguished: Soft Coal Rates from So. Ill. to Arkansas, 26 I. C. C., 136.

The situation here presented not analogous to that of the cited case.

Cited: Central Coal & Coke Co. v. M. & L. R. R. Co., 27 I. C. C., 41.

The tariff cancelling rates with complainant was filed pursuant to decision in cited case holding divisions between main-line railroads and certain tap-lines were illegal.

Cited: Truckers Transfer Co. v. C. & N. W. Ry. Co., 27 I. C. C., 277.

An individual, firm, or corporation not a common carrier in South

Carolina might be a common carrier under the interstate commerce act, while a corporation duly incorporated by a state as a common carrier might not be a common carrier within the meaning of the interstate commerce act.

Cited: Com. Club of Omaha v. A. & S. R. Ry. Co., 27 I. C. C., 312.
Divisions allowed certain lines.

Cited: Com. Club of Omaha v. A. & S. R. Ry. Co., 27 I. C. C., 324.

No reparation may be allowed in cases where it has been found that the industrial road serving consignors' plant, originating the shipments and receiving an allowance from the carriers was a plant facility, or was a participant in the joint rate under which the shipments moved.

Cited: Cancellation of Joint Rates C., Z. & G. R. R. Co., 27 I. C. C., 360.
Principles of cited case cited as controlling by respondents.

Cited: Joint Rates With the Wash. West. Ry., 27 I. C. C., 632.

Practices revealed in cited case lead to change of organization of plant line with view of coming under benefits of decision in cited case.

Tariffs & Classifications of the Atlanta & West Point R. R. Co., In re, 3 I. C. C., 19.

Cited: B'd of Trade v. Nash., C. & St. L. R. Co., 8 I. C. C., 521.
The basing-point system of rate making disapproved.

Tariffs & Classifications of the Pa. R. R. Co., Re, 7 I. C. C., 177.

Tariffs of Columbus & Western Ry., In re, 1 I. C. C., 626.

Cited: Mary O. Stone & Th. Carten v. Det., Gr. H. & M. Ry. Co., 3 I. C. C., 639.

The group system of rate making has always been recognized by the Commission as proper except when in its operation some shippers or consignees are really damaged by the rates afforded while others are correspondingly benefited.

Tariffs of Transcontinental Lines, In re, 2 I. C. C., 324.

Tariffs on Export & Import Traffic, In re, 10 I. C. C., 55.

Taylor v. C., B. & Q. R. R. Co. (U. R. A-300), 28 I. C. C., 727.

Taylor, Lafayette F., v. N. & W. R. Co., 25 I. C. C., 613.

Taylor, Oscar P., v. Missouri Pacific Ry. Co., 15 I. C. C., 165.

Followed: Wakita Coal & Lumber Co. v. A., T. & S. F. Ry. Co., 15 I. C. C., 533.

The complainant in reparation case did not appear at the hearing and no evidence being before the Commission to prove the movement of the freight, the case is dismissed.

Taylor & Mason v. Coal & Coke Ry. Co. et al., 21 I. C. C., 682.

Taylor Dry Goods Co. v. M. P. Ry. Co., 28 I. C. C., 205.

Cited: **Taylor Dry Goods Co. v. M. P. Ry. Co.** 28 I. C. C., 308.
Petition to rehear denied.

Tayntor Granite Co. v. Montpelier & Wells River R. R., 14 I. C. C., 136.

Tecumseh Celery Co. v. Cincinnati, Jackson & Mackinaw Ry. Co., 5 I. C. C., 663.

Templeton & Sons v. C., I. & S. R. R. Co. (U. R. A-362), 28 I. C. C., 735.

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

Tennessee Central R. R. Co. et al., Bookwalter Wheel Co. v., 20 I. C. C., 603.

Tennessee Central R. R. Co., Williamson Veneer Co. v. (U. R. A-108), 27 I. C. C., 708.

Tennessee Coal Co. v. Southern Ry. Co., 13 I. C. C., 440.

Tennessee Copper Co. v. L. & N. R. R. Co. (U. R. A-523), 29 I. C. C., 733.

Tennessee Lumber Mfg Co. v. B. D. R. R. Co. (U. R. A-448), 29 I. C. C., 723.

Tennessee Lumber Mfg. Co. v. Norfolk & Western Ry. Co., 21 I. C. C., 671.

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

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

Tennessee Ry. Co., Shea Brothers v. (U. R. A-558), 30 I. C. C., 718.

Terhune, W. E. Lumber Co. v. Georgia & Florida Ry. Co. et al., 19 I. C. C., 613.

Termatt & Monahan Co. v. Wisconsin Central Ry. Co., 14 I. C. C., 109.

See *Oshkosh Logging Tool Co. v. C. & N. W. Ry. Co.*

Terminal R. R. Asso. of St. Louis, Boeckeler Lumber Co. v. (U. R. A-533), 29 I. C. C., 734.

Terminal R. R. Asso. of St. Louis, Pendleton Grain Co. v. (5469). 28 I. C. C., 715.

Terre Haute & Indianapolis R. R. Co., Chicago Freight Bureau v. 6 I. C. C., 195.

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

Terre Haute & Ind. R. R. Co., N. Y. Produce Ex. v. 7 I. C. C., 612.

See *N. Y. Produce Exchange v. B. & O. R. R. Co.*

Terre Haute & Indianapolis R. R. Co., Planters Compress Co. v. 11 I. C. C., 382.

See *Planters Compress Co. v. C., C., C. & St. L. Ry. Co.*

Terre Haute & Indianapolis 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.*

Terre Haute Commercial Club v. V. R. R. Co., 29 I. C. C., 383.

Territory of Oklahoma v. Chicago, Rock Island & Pacific Ry. Co., 12 I. C. C., 367.

Cited: *Miller Walnut Co. v. A., T. & S. F. Ry. Co.*, 13 I. C. C., 44.

A competitive situation prevails at Kansas City with respect to grain which has justified carriers in accepting lower rate to Galveston for export than for Oklahoma City.

Cited: *Advance in Grain Rates*, 21 I. C. C., 33.

Rate of 24½ cents per 100 pounds from Oklahoma City and certain other points to Galveston, Tex., for export was established, yielding nearly 9 mills per ton per mile.

Texarkana & Ft. Smith Ry. Co., Mayor & City Council of Wichita, Ks. v. 9 I. C. C., 569.

Texarkana & Ft. Smith Ry. Co., Port Arthur Rice Milling Co. v. 28 I. C. C., 697.

Texarkana & Fort Smith Ry. Co., Southern Bitulithic Co. v. (5609), 30 I. C. C., 712.

Texarkana Freight Bureau v. St. L., I. M. & S. Ry. Co., 28 I. C. C., 569.

Cited: *Rates on Fencing & Fencing Material*, 30 I. C. C., 651.

In cited case the discrimination found to exist against Texarkana and in favor of Shreveport was ordered removed, but the way in which it should be remedied was left to carrier.

Texas & Gulf Ry. Co. et al., Waterman Lumber & Supply Co. v., 18 I. C. C., 613.

Texas & Gulf Ry. Co., Waterman Lumber & Supply Co. v. (U. R. A-269), 28 I. C. C., 723.

Texas & Louisiana Ry. Co., Mayor & City Council of Wichita, Ks., v., 9 I. C. C., 569.

Texas & New Orleans R. R. Co. et al., Bayou City Rice Mills et al. v., 18 I. C. C., 490.

Texas & New Orleans R. R. Co., Bradford-Kennedy Lumber Co. v. (U. R. A-307), 28 I. C. C., 728.

Texas & New Orleans R. R. Co., Cattle Raisers' Asso. v., 11 I. C. C., 296.
See *Cattle Raisers' Asso. v. M., K. & T. Ry. Co.*

Texas & New Orleans R. R. Co., Chamber of Commerce of Beaumont, Tex., v., 25 I. C. C., 695.

Texas & New Orleans R. R. Co., Dickson Car Wheel Co. v., 24 I. C. C., 706.

Texas & New Orleans R. R. Co., Houston Packing Co. v., 22 I. C. C., 456.

Texas & New Orleans R. R. Co., Houston Packing Co. v. (U. R. A-282), 28 I. C. C., 725.

Texas & N. O. R. R. Co., Mayor & City Council of Wichita, Ks., v., 9 I. C. C., 569.

Texas & New Orleans R. R. Co. et al., Olive-Sternenberg Lumber Co. v., 17 I. C. C., 617.

Texas & New Orleans R. R. Co. et al., Saner-Whiteman Lumber Co. v., 17 I. C. C., 290.

Texas & New Orleans R. R. Co. et al., Switzer Lumber Co. v., 21 I. C. C., 290.

Texas & New Orleans R. R. Co., Ulmer v. (854) (921), 12 I. C. C., 583, 585.

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

See *American National Live Stock Asso. v. T. & P. Ry. Co.*

Texas & Pacific Ry. Co., Ball Lumber Co. v., 25 I. C. C., 437.

Texas & Pacific Ry. Co., Bigham & Rose v. (U. R. A-470), 29 I. C. C., 726.

Texas & Pacific Ry. Co., Birmingham Packing Co. v., 12 I. C. C., 29, 500.
See *Birmingham Packing Co. v. T. & P. Ry. Co.*

Texas & Pacific Ry. Co. et al., Blocker-Miller Co. v., 18 I. C. C., 129.

Texas & 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.*

Texas & Pacific Ry. Co. et al., Cameron, Wm. & Co., Inc., v., 18 I. C. C., 560.

Texas & Pacific Ry. Co., Cattle Raisers' Asso. v., 11 I. C. C., 296.

See *Cattle Raisers' Asso. v. M., K. & T. Ry. Co.*

Texas & Pacific Ry. Co., Colo. Fuel & Iron Co. v., 6 I. C. C., 488.

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

Texas & 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.*

Texas & Pacific Ry. Co. et al., Consumers' Ice Co. et al. v., 17 I. C. C., 491.

Texas & Pacific Ry. Co. et al., Continental Lumber & Tie Co. v., 18 I. C. C., 129.

Texas & Pacific Ry. Co., Crombie & Co. v., 15 I. C. C., 185.

Texas & Pacific Ry. Co. et al., Crowell & Spencer Lumber Co. v., 17 I. C. C., 333.

Texas & Pacific Ry. Co., Dallas Freight Bureau v., 8 I. C. C., 33.

See *Dallas Freight Bureau v. Texas & Pacific Ry. Co.*

Texas & Pacific Ry. Co., Dodd v. (U. R. A-223), 27 I. C. C., 724.

Texas & Pacific Ry. Co., Charles G. Freeman v., 7 I. C. C., 202.

Texas & Pacific Ry. Co. et al., Henderson, W. K. Iron Works & Supply Co. v., 20 I. C. C., 159.

Texas & Pacific Ry. Co. et al., Hill & Webb v., 21 I. C. C., 682.

Texas & Pacific Ry. Co., Hope Cotton Oil Co. v., 10 I. C. C., 696.

See *Hope Cotton Oil Co. v. Texas & Pacific Ry. Co.*

Texas & Pacific Ry. Co., Hope Cotton Oil Co. v., 12 I. C. C., 265.

See *Hope Cotton Oil Co. v. Texas & Pacific Ry. Co.*

Texas & Pacific Ry. Co. et al., Hope Cotton Oil Co. v., 20 I. C. C., 669.

Texas & Pacific Ry. Co., Jeffreys v., 24 I. C. C., 715.

Texas & Pacific Ry. Co., Kauffman Milling Co. v., 4 I. C. C., 417.

See *Kauffman Milling Co. v. Mo. Pac. Ry. Co.*

Texas & Pacific Ry. Co., Kelly Plow Co., v., 26 I. C. C., 581.

Texas & Pacific Ry. Co. et al., Klein, Phillip v., 19 I. C. C., 606.

Texas & Pacific Ry. Co., Lehmann, Higginson & Co. v., 4 I. C. C., 1.

See *Lehmann, Higginson & Co. v. So. Pac. Co.*

Texas & Pacific Ry. Co., Lehmann, Higginson & Co. v., 5 I. C. C., 44.

See *Lehmann, Higginson & Co. v. Texas & Pac. Ry. Co.*

Texas & Pacific Ry. Co., Lehman-Higginson Grocer Co. v., 10 I. C. C., 460.

Texas & Pacific Ry. Co., Loeb v., 24 I. C. C., 304.

Texas & Pacific Ry. Co. et al., Loretz & Kepley v., 17 I. C. C., 491.

Texas & Pacific Ry. Co., Mansfield Hardwood Lumber Co. v. (U. R. A-193),
27 I. C. C., 720.

Texas & Pacific Ry. Co., Marx Hide & Tallow Co. v., 24 I. C. C., 716.

Texas & Pacific Ry. Co., Mayor and City Council of Wichita, Kans., v.,
9 I. C. C., 534.

See *Mayor and City Council of Wichita, Kansas, v. A., T. & S. F. Ry. Co.*

Texas & Pacific Ry. Co., Mayor and City Council of Wichita, Kans., v.,
9 I. C. C., 569.

Texas & Pacific Ry. Co., McLoughlin v., 26 I. C. C., 307.

Texas & Pacific Ry. Co., Menefee Lumber Co. v., 15 I. C. C., 49.

See *Menefee Lumber Co. v. T. & P. Ry. Co.*

Texas & Pacific Ry. Co., Meridian Fertilizer Factory v., 26 I. C. C., 351.

Texas & Pacific Ry. Co. et al., Miller, Albert & Co. v., 20 I. C. C., 668.

Texas & Pacific Ry. Co. et al., Milwaukee Beer Co. v., 17 I. C. C., 624.

Texas & Pacific Ry. Co., New Orleans Live Stock Ex. v., 10 I. C. C., 327.

- Texas & Pacific Ry. Co., New Roads Oil & Mill Mfg. Co., Ltd., v.** (U. R. A-120), 27 I. C. C., 709.
- Texas & Pacific Ry. 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.
- Texas & Pacific Ry. Co. et al., Northern Lumber Manufacturing Co. v.**
19 I. C. C., 54.
- Texas & Pacific Ry. Co., North Texas Traction Co. v.** (2042), 15 I. C. C., 639.
- Texas & Pacific Ry. Co., Norton Lumber Co. v.**, 24 I. C. C., 722.
- Texas & Pacific Ry. Co. et al., Ocheltree Grain Co. v.**, 18 I. C. C., 412.
- Texas & Pacific Ry. Co., Phelps & Co. v.**, 6 I. C. C., 36.
- See Phelps & Co. v. Texas & Pacific Ry. Co.
- Texas & Pacific Ry. Co., H. B. Pitts & Son v.**, 10 I. C. C., 684.
- Texas & Pacific Ry. Co., Railroad Commission of Louisiana v.** (U. R. A-311), 28 I. C. C., 729.
- Texas & Pacific Ry. Co., Rice, George, v.**, 4 I. C. C., 228.
- See Rice v. A., T. & S. F. Ry. Co.
- Texas & Pacific Ry. Co., Red River Oil Co. v.**, 23 I. C. C., 438.
- See Red River Oil Co. v. T. & P. Ry. Co.
- Texas & Pacific Ry. Co., Roth, Charles, v.**, 9 I. C. C., 602.
- Texas & Pacific Ry. Co., Scott, William D., v.**, 20 I. C. C., 167.
- Texas & Pacific Ry. Co. et al., Scudder, Raymond B., v.**, 21 I. C. C., 60.
- See Scudder v. T. & P. Ry. Co.
- Texas & Pacific Ry. Co., Scudder v.**, 22 I. C. C., 60.
- Texas & Pacific Ry. Co., Simons v.** (U. R. A-627), 30 I. C. C., 727.
- Texas & Pacific Ry. Co. et al., Steinhardt & Co., v.**, 19 I. C. C., 609.
- Texas & Pacific Ry. Co., Steinhardt & Co. v.** (U. R. A-325, A-338), 28 I. C. C., 731, 732.
- Texas & Pacific Ry. Co., Swanson v.** (U. R. A-166), 27 I. C. C., 716.

Texas & Pacific Ry. Co. et al., Swift & Co. v., 16 I. C. C., 442.

Texas & Pacific Ry. Co., Wells & Higman Co. v., 22 I. C. C., 671.

Texas & Pacific Ry. Co., West Texas Fuel Co. v., 15 I. C. C., 443.

See *West Texas Fuel Co. v. T. & P. Ry. Co.*

Texas & Pacific Ry. Co. et al., West Texas Fuel Co. v., 17 I. C. C., 491.

Texas & Pacific Ry. Co. et al., Youngblood, W. F., v., 21 I. C. C., 569.

See *Youngblood v. T. & P. Ry. Co.*

Texas, Arkansas & La. Ry. Co., Godfrey & Son v., 15 I. C. C., 65.

Texas Brewing Co. v. Atchison, Topeka & Santa Fe Ry. Co. et al., 21 I. C. C., 171.

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.

A differential between malt and barley from Minneapolis to Ft. Worth, Tex., of 5 cents per 100 pounds allowed.

Cited: *Malt Rates to New Orleans, La.*, 30 I. C. C., 589.

Rates fixed in cited case to Fort Worth, Tex., from Chicago of 34½ cents, and from Milwaukee of 35½ cents, cited for comparisons.

Texas Cement Plaster Co. v. St. Louis & San Francisco R. R. Co., 12 I. C. C., 68.

Texas Cement Plaster Co. v. St. Louis & San Francisco R. R. Co. (874), 12 I. C. C., 584.

Texas Cement Plaster Co. v. St. L. & S. F. R. Co., 26 I. C. C., 508.

Tex. Central R. R. Co., Cattle Raisers' Asso. v., 11 I. C. C., 296.

See *Cattle Raisers' Asso. v. M., K. & T. Ry. Co.*

Texas Central Ry. Co., Kauffman Milling Co. v., 4 I. C. C., 417.

See *Kauffman Milling Co. v. Mo. Pac. Ry. Co.*

Texas Common Point Case, 26 I. C. C., 528.

Followed: *J. E. Bryant Co. v. F. W. & D. C. Ry. Co.*, 28 I. C. C., 596.

Amarillo not accorded Texas common-point rates. No exception made in present case in regard to bananas and cocoanuts from New Orleans to Texas common points.

Texas Co. v. C. & N. W. Ry. Co. (6132) 30 I. C. C., 713.

Texas Grain & Elevator Co. v. Chicago, Rock Island & Pacific R. Co. et al, 18 I. C. C., 580.

Texas Mexican Ry. Co., Cattle Raisers' Asso. v., 11 I. C. C., 296.

Texas Midland R. R. Co., Cattle Raisers' Asso. v., 11 I. C. C., 296.

See *Cattle Raisers' Asso. v. M., K. & T. Ry. Co.*

Texas Midland 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.*

Texas, Sabine Valley Northwestern Ry. Co., Kauffman Milling Co. v., 4 I. C. C., 417.

See *Kauffman Milling Co. v. Mo. Pac. Ry. Co.*

Texas, Sabine Valley & Northwestern Ry. Co., Mayor and City Council of Wichita, Kans., v., 9 I. C. C., 569.

Texas Seed & Floral Co. v. N. Y. C. & St. L. R. Co., 23 I. C. C., 504.

Cited: *George H. Lee Co. v. I. C. R. R. Co.,* 28 I. C. C., 516.

Minimum on brooders and incubators fixed in cited case at 24,000 pounds for 36-foot car from Buffalo to Dallas with fourth-class rate applicable, but in present case it appears that only 18,000 pounds of such commodities may be loaded in a 36-foot car unless knocked down.

Texas Southeastern R. R. Co., Mayor and City Council of Wichita, Kans. v., 9 I. C. C., 569.

Texas Southern Ry. Co., Mayor and City Council of Wichita, Kans. v., 9 I. C. C., 569.

Texas Southern Ry. Co. et al., Pepperrell Manufacturing Co. v., 16 I. C. C., 353.

Texas Trunk R. R. Co., Kauffman Milling Co. v., 4 I. C. C., 417.

See *Kauffman Milling Co. v. Mo. Pac. Ry. Co.*

Texhoma Mill & Elevator Co. v. C., R. I. & P. R. Co., 26 I. C. C., 894.

Texico Transfer Co. v. L. & N. R. R. Co., 20 I. C. C., 17.

Cited: *De Camp Bros. & Yule Iron, C. & C. Co. v. V. & S. W. Ry.,* 22 I. C. C., 276.

An initial carrier publishing a joint rate not concurred in by connecting carrier will be liable for any damage sustained by shipper thereby.

Thatcher, Ralph W., v. Delaware & Hudson Canal Co., 1 I. C. C., 152.

Cited: Moise Bros. Co. v. C., R. I. & P. Ry. Co., 16 I. C. C., 554.

Ordinarily a division of a through rate is a basis upon which to test the reasonableness of a local rate.

Thatcher Manufacturing Co. v. New York Central & Hudson River R. R. Co. et al., 16 I. C. C., 126.

The C. K. & N. Coal Co. v. Colorado & Southern Ry. Co. et al., 17 I. C. C., 612.

The Commutation Rate Case, 27 I. C. C., 549.

Commission by report proposed that carriers reduce their commutation passenger rates between Greenwich, Coscob, Riverside, Sound Beach, and Stamford, Conn. The carriers having failed to file tariff containing the proposed fares, an order was entered by the Commission on December 2, 1913.

New York, New Haven & Hartford R. R. Co. v. United States.
D. C. Conn. Pending.

The Louvre v. Southern Pacific Co. et al., 17 I. C. C., 503.

Third Annual Report of the Interstate Commerce Commission, 3 I. C. C., 289.

Thistle Manufacturing Co. v. Chicago, Milwaukee & St. Paul Ry. Co. et al., 20 I. C. C., 664.

Thomas v. Atchison, Topeka & Santa Fe Ry. Co. (689), 12 I. C. C., 581.

Thomas v. Illinois Central R. R. Co. (1559), 14 I. C. C., 638.

Thomas, A. L., v. Chicago, Milwaukee & St. Paul Ry. Co., 15 I. C. C., 584.

Thomas, A. L., v. Chicago & Northwestern Ry. Co. et al., 16 I. C. C., 610.

Thomas, A. L., v. Chicago, Milwaukee & St. Paul Ry. Co. et al., 16 I. C. C., 364.

Thomas, Elmer E. et al. v. Union Pacific Ry. Co. et al., 17 I. C. C., 614.

Thomas, Elmer E., v. U. P. R. Co., 26 I. C. C., 707.

Thomas Clock Co. v. N. Y., N. H. & H. R. R. Co. (U. R. A-213), 27 I. C. C., 722.

Thomas Iron Co. v. P. R. R. Co., 28 I. C. C., 608.

Thomas Produce Co. v. Chicago, Milwaukee & St. Paul Ry. Co. et al., 18 I. C. C., 629.

Thomas Produce Co. v. C., M. & St. P. R. Co. (4880), 27 I. C. C., 704.

Thompson, Charles A., v. Pa. R. R. Co., 10 I. C. C., 640.

Thompson Lumber Co. v. Illinois Central R. R. Co., 13 I. C. C., 657.

Carriers ordered to reduce from 12 to 10 cents per 100 pounds, their rate on hardwood lumber from Memphis, Tenn., to New Orleans, La., on the ground that 12-cent rate was unreasonable. Reparation to be awarded only on shipments moving after the filing of complaint with Commission.

Darnell v. Illinois Central R. R. Co.

190 Fed., 656. June 23, 1911.

C. C. W. D. Tenn., W. D. McCall, J.

Action at law to recover damages, based on decision of Commission, dismissed on the grounds (1) that there had been no award of reparation by the Commission in favor of the plaintiff, and (2) that, a State court having no jurisdiction of such a case, the Federal Court acquired no jurisdiction by removal from such State court.

Darnell v. Illinois Central R. R. Co.

225 U. S., 243. June 7, 1912. White, C. J.

Case dismissed on ground that it could not be taken directly from the Federal Circuit Court to the Supreme Court. Held, however, that the right to take cognizance of a claim based on an award of reparation by the Commission is not confined solely to the Federal Courts, but is equally possessed by State courts having general jurisdiction.

Thompson Lumber Co. v. Interstate Commerce Commission.

C. C. N. D. Ill., E. D.

Bill to annul Commission's order in so far as it denied reparation on shipments moving prior to filing of complaint transferred to Commerce Court.

Thompson Lumber Co. v. Interstate Commerce Commission.

193 Fed., 682; 1 Com. Ct., 319. February 13, 1912.

Commerce Court No. 19. Archbald, 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 or to refuse to declare a rate unreasonable because its unreasonableness is not conclusively established by the complainant. It was held that it is only necessary for petitioners to show by a preponderance of proof that the rate is unreasonable.

Thompson Lumber Co. v. Interstate Commerce Commission.

Not reported. October 9, 1912.

Commerce Court No. 19.

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: *Burgess v. Transcontinental Ft. Bu.*, 13 I. C. C., 678, 680.

Rate yielding 6 mills per ton mile on lumber held unreasonable and one yielding 5 per ton mile established. The haul was about 400 miles. A transcontinental haul on lumber yields 7 mills per ton mile but two are not inconsistent because traffic conditions are very dissimilar. Reparation on shipments made prior to filing of complaint denied.

Cited: *Burgess v. Transcontinental Ft. Bu.*, 18 I. C. C., 83.
Reparation.

Cited: *Lumber Rates from Memphis to New Orleans*, 27 I. C. C., 474.

Cited: *Memphis Frt. Bu. v. I. C. R. R. Co.*, 27 I. C. C., 516.

Cited: *National Lumber Exporters' Asso. v. St. L., I. M. & S. Ry. Co.*, 28 I. C. C., 217.

The rate of 10 cents per 100 pounds for transportation over lines of Illinois Central Railroad and Yazoo & Mississippi Valley Railroad was established in cited case.

Thompson Lumber Co. v. Illinois Central R. R. Co., 14 I. C. C., 566.

Thompson, J. W. Lumber Co. et al. v. Illinois Central R. R. Co. et al., 18 I. C. C., 83.

Thompson Mercantile Co. v. C., B. & Q. R. R. Co. (U. R. A-385), 28 I. C. C., 738.

Thompson, J. & Sons Manufacturing Co. v. Chicago, Milwaukee & St. Paul Ry. Co. et al., 21 I. C. C., 669.

Thompson, M. W., v. A., T. & S. F. R. Co., 25 I. C. C., 174.

Thompson, W. I. & J. R., v. Louisville & Nashville R. R. Co., 20 I. C. C., 161.

Thompson, Thayer-McCowan v. I. C. R. Co., 22 I. C. C., 665.

Thornhill Wagon Co. v. N. & W. Ry. Co. (U. R. A-383), 28 I. C. C., 738.

Thornton & Chester Milling Co. v. Delaware, Lackawanna & Western R. Co., 13 I. C. C., 37.

Followed: *Banner Milling Co. v. N. Y. C. & H. R. R. R. Co.*, 14 I. C. C., 399.

The former case only specified certain destination points in New England, and although formerly all rates were made with relation to Boston or New York, the carriers here only complied specifically with Commission's order and put in the specific rate ordered and did not comply with the spirit of the order.

Thorp, G. L. Co. v. Chicago, Burlington & Quincy R. R. Co. et al., 21 I. C. C., 684.

Thropp, Joseph E., v. P. R. Co., 23 I. C. C., 497.

Cited: Ontario Iron Ore Co. v. N. Y. C. & H. R. R. R. Co., 30 I. C. C., 571.

Rate of \$1.45 from Buffalo to Saxton found reasonable in cited case.

Through Passenger Routes via Portland, Oregon, In re, 16 I. C. C., 300.

Through Routes and Through Rates, Re, 12 I. C. C., 163.

See also In the Matter of Through Rates, etc.

Cited: Rosenbaum Bros. v. L. & N. R. R. Co., 22 I. C. C., 68.

Cited: Liberty Mills v. L. & N. R. R. Co., 23 I. C. C., 184.

The rate for a through transportation is a single rate for a single service, and a contract for through transportation is a contract for transportation at through rate, whether jointly or separately established, in force at the time the shipment is billed.

Thurber, F. B., v. N. Y. Central & Hudson River R. R. Co., 3 I. C. C., 473.

Cited: Blanton Duncan v. A., T. & S. F. R. Co., 6 I. C. C., 109.

Cited: Business Men's League v. A., T. & S. F. Ry. Co., 9 I. C. C., 356.

The transportation of freight at a lower rate in carloads than in less than carloads is not in contravention of the Act to regulate commerce and that the circumstances and conditions of the transportation in respect to the work done by the carriers and the revenue earned are dissimilar and may justify a reasonable difference in such rates.

Quoted: I & S. Docket 76, 25 I. C. C., 472.

A classification is not a fixed condition to which other interests must necessarily yield. It is the creation of carriers for their own and the public convenience, and may be changed by its creators. If not compatible with the public interests, it should be modified to subserve those interests.

Tidwell v. Missouri, Kansas & Texas Ry. Co., 12 I. C. C., 525.

See Morgan v. M., K. & T. Ry. Co.

Tiedeman Elevator Co. v. C., B. & Q. R. R. Co. (5521), 30 I. C. C., 712.

Tift, H. H., v. Southern Ry. Co., 10 I. C. C., 548.

Temporary injunction restraining carriers from making an advance of 2 cents per 100 pounds in the rate on yellow-pine lumber from Georgia to Chattanooga, Tenn., and other points, dissolved for the reason that the proposed advance had not been made effective.

Tift v. Southern Ry. Co.

123 Fed., 789. July 16, 1903.

C. C. S. D. Ga., W. D. Speer, J.

The advanced rates being in effect, an injunction restraining the enforcement of the advance was denied for the reason that a complaint against the advance had been filed with the Commission. It was held that judicial action should be withheld until the Commission acted.

Tift v. Southern Ry. Co.

138 Fed., 753. June 28, 1905.

C. C. W. D. Ga., S. D. Speer, J.

Commission's order held to be valid. Carriers restrained from enforcing the advance; and reparation awarded in accordance with stipulation.

Southern Ry. Co. v. Tift.

148 Fed., 1021. December 15, 1906.

C. C. A. 5th Cir. Per curiam.

Commission's order held to be valid. Carriers restrained from enforcing the advance; and reparation awarded in accordance with stipulation.

Southern Ry. Co. v. Tift.

206 U. S., 428. May 27, 1907. McKenna, J.

Commission's order held to be valid. Carriers restrained from enforcing the advance; and reparation awarded in accordance with stipulation.

Cited: China & Japan Trading Co. v. Ga. R. Co., 12 I. C. C., 237, 241.

Cited: Rates on Excelsior and Flax Tow from St. Paul, Minn., 26 I. C., 692.

If, after giving due weight to fact that rate was made as a result of an agreement and all other circumstances, and the Commission is still of the opinion that the 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: Detroit Chem. Works v. N. C. Ry. Co., 13 I. C. C., 362.

Quoted: Pacific Coast Lum. Mfg. Asso. v. N. P. Ry. Co., 14 I. C. C., 38.

Where a railroad company has made and maintained for a long time a rate for 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.

It was held that increase in the operating expenses of the roads and the prosperous condition of the lumber business generally in the South did not justify the increase in the rate.

Cited: National Lum. Dealers' Asso. v. A. C. L. R. R. Co., 14 I. C. C., 162.

The fact that shippers 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: Nicola, Stone & Myers Co. v. L. & N. R. R. Co., 14 I. C. C., 20.

Cited: Chic. Lum. & Coal Co. v. T. S. Ry. Co., 16 I. C. C., 327.

Cited: Jenks Lumber Co. v. So. Ry. Co., 17 I. C. C., 59.

Cited: Deeves Lumber Co. v. C. & N. W. Ry. Co., 19 I. C. C., 485.

Cited: Kaul Lumber Co. v. C. of G. Ry. Co., 20 I. C. C., 450.

Cited: Oregon & Wash. Lumber Mfrs.' 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 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., 325.

Cited: Eastman, Gardiner & Co. v. I. C. R. R. Co., 29 I. C. C., 94.

Sustained: Illinois Cen. R. R. Co. v. I. C. C., 206 U. S., 441.

The claims for reparation were based on former case reducing rate 2 cents.

Cited: Paducah B'd of Trade v. I. C. R. R. Co., 29 I. C. C., 586.

The rates on lumber from points west of the Mississippi River to Ohio River crossings were 2 cents higher than those from points east of the river, a general advance of 2 cents in all these rates was made and cited case held same unreasonable in so far as the eastern rates were concerned.

Tifton & Northeastern R. R. Co., Mayor and City Council of Wichita, Kans., v., 9 I. C. C., 160.

See Mayor and Council of Tifton, Ga., v. L. & N. R. R. Co.

Tin Cans, 28 I. C. C., 247.

Tioga Coal Co. v. Chicago, Rock Island & Pacific Ry. Co. et al., 18 I. C. C., 414.

Followed: Crescent Coal & Mining Co. v. B. & O. R. R. Co., 20 I. C. C., 559.

The shipper or consignee may not be required to pay demurrage charges unless the carrier's tariff provides for same in clear and specific form and manner.

Tioga Southeastern Ry. Co. et al., Chicago Lumber & Coal Co. et al. v., 16 I. C. C., 323.

See Chicago Lumber & Coal Co. v. T. S. E. Ry. Co.

Tioga Southeastern Ry. Co. et al., Pollock, B. H. Lumber Co. et al. v., 16 I. C. C., 335.

Tionesta Valley Ry. Co., Central Pennsylvania Lumber Co. v., 25 I. C. C., 712.

Tionesta Valley Ry. Co., Central Pennsylvania Ry. Co. v. (U. R. A-528), 29 I. C. C., 734.

Toledo & Ohio Central Ry. Co., Crane & Macmahon, Inc., v., 23 I. C. C., 711.

Toledo & Ohio Central Ry. Co., Hancock Brick & Tile Co. v. (6505), 30 I. C. C., 715.

Toledo & Ohio Central Ry. Co., Heisler Co. v., 16 I. C. C., 605.

Toledo & Western R. R. Co. et al., Noble, Wm. K. v., 18 I. C. C., 494.

Toledo, Peoria & Western Ry. Co., N. Y. Produce Ex. v., 7 I. C. C., 612.

See N. Y. Produce Exchange v. B. & O. R. R. Co.

Toledo, Peoria & Western Ry. Co., Place, J. B., v., 15 I. C. C., 543.

See Place v. T., P. & W. Ry. Co.

Toledo, Peoria & Western R. R. Co. et al., Pleasant Hill Lumber Co. v., 16 I. C. C., 335.

Toledo Produce Co. v. A. A. R. Co., 27 I. C. C., 536.

Modified: Toledo Produce Co. v. A. A. R. Co., 30 I. C. C., 498.

On rehearing a schedule of rates substantially agreed upon by the interested parties is substituted.

Toledo Produce Exchange v. A. A. R. R. Co., 30 I. C. C., 498.

Toledo Produce Exchange v. Lake Shore & Michigan Southern Ry. Co.,
5 I. C. C., 166.

See *Kemble v. Lake Shore & Michigan So. Ry. Co.*

Cited: *Banner Milling Co. v. N. Y. C. & H. R. R. Co.*, 13 I. C. C.,
31, 33.

Rates to New England are higher than those to New York from
all western points of origin, and the previous relation not disturbed.

Toledo, St. Louis & Western R. R. Co., Hydraulic-Press Brick Co. v.,
19 I. C. C., 607.

Toledo, St. Louis & Western R. R. Co., Marion Iron & Brass Bed Co. v.,
22 I. C. C., 272.

Toledo, St. Louis & W. R. R. Co., Memphis Merchants' Exchange v. (U. R.
A-408), 29 I. C. C., 718.

Toledo, St. Louis & Western R. R. Co. et al., Milburn Wagon Co. v.,
18 I. C. C., 360.

Toledo, St. Louis & Western Ry. Co., Milburn Wagon Co. v., 27 I. C.
C., 63.

Toledo, St. Louis & Western R. R. Co., National Hay Asso. v., 9 I. C.
C., 264.

Toledo, St. Louis & Western Ry. Co., Nicola, Stone & Myers Co. v.,
26 I. C. C., 718.

Toledo, St. Louis & Western R. R. Co. et al., Noble, William K. v., 20 I.
C. C., 661.

Toledo, St. Louis & Western 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.*

Toledo & St. Louis & Western R. R. Co., Shoal Creek Coal Co. v., 27 I. C.
C., 107.

Tomatoes from Jacksonville, Fla., to Kansas City, Mo., 29 I. C. C., 522.

Tomlin-Harris Machine Co. v. Louisville & Nashville R. R. Co., 12 I. C.
C., 133.

Tone Bros. v. I. C. R. Co., 26 I. C. C., 279.

Tonopah Belmont Development Co. v. A., T. & S. F. Co., 26 I. C. C., 567.

Tonopah Belmont Development Co. v. A., T. & S. F. Ry. Co. (U. R. A-644),
30 I. C. C., 729.

Topeka Banana Dealers' Asso. v. St. Louis & San Francisco R. R. Co.,
13 I. C. C., 620.

Cited: Lagomarcino-Grupe Co. v. I. C. R. R. Co., 16 I. C. C., 152.

Cited: Topeka Traffic Asso. v. A. & V. Ry. Co., 27 I. C. C., 429.

Rates on bananas retained in effect.

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 is to scrutinize from the narrowest viewpoint.

Cited: Waco Frt. Bu. v. H. & T. C. R. R. Co., 19 I. C. C., 23.

Methods of handling bananas.

Cited: Rates on Bananas from Gulf Ports, 30 I. C. C., 513.

The rates in cited case while not found to be unreasonable per se were found to be relatively unreasonable.

Topeka Traffic Asso. v. A. & V. R. Co., 27 I. C. C., 428.

Cited: Rates on Bananas from Gulf Ports, 30 I. C. C., 511.

The rates of 70 and 80 cents to Topeka on bananas in carloads from Galveston and New Orleans held unjustly discriminatory, to the extent that they exceeded the rates contemporaneously applied on like traffic from Galveston and New Orleans to Lincoln or Beatrice, Nebr.

Topeka Traffic Asso. v. A. & V. Ry. Co., 30 I. C. C., 510.

Torrey Cedar Co. v. Chicago & North Western Ry. Co. et al., 21 I. C. C., 678.

Torrey Cedar Co. v. C. & N. W. Ry. Co. (U. R. A-588), 30 I. C. C., 722.

Townley Medal & Hardware Co. v. Chicago, Rock Island & Pacific Ry. Co.,
18 I. C. C., 378.

Town of Martinsville, Va., v. N. & W. R. Co., 26 I. C. C., 146.

Town of Pelham, Ga., v. A. C. L. R. R. Co., 28 I. C. C., 433.

Traders' & Travelers' Union, In re Petition of, 1 C. C. C., 8.

Cited: The Penn. Co. v. Lou., New A. & Chi. Ry. Co., 3 I. C. C., 224.

The Commission will not give opinions on abstract questions.

Traders' & Travelers' Union v. Philadelphia & Reading R. R. Co., 1 I. C. C., 122.

Trades League of Philadelphia v. Philadelphia, Wilmington & Baltimore R. R. Co., 8 I. C. C., 368.

Traer v. Chicago & Alton R. R. Co., 13 I. C. C., 451.

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 mines receiving such cars.

Chicago & Alton R. R. Co. v. Interstate Commerce Commission
Illinois Central R. R. Co. v. Same.

173 Fed., 930. June 29, 1908.

C. C. N. D. Ill. Baker, J.

Commission's order held invalid in so far as it required carriers to count their own fuel cars against the distributive share of the mines receiving such cars. In other respects, Commission's order held to be valid.

Interstate Commerce Commission v. Illinois Central R. R. Co.

215 U. S., 452. January 10, 1910. White, J.

Commission's order held valid in all respects. Company fuel cars, also, it was held, are subject to regulation by the Commission.

Interstate Commerce Commission v. Chicago & Alton R. R. Co.

215 U. S., 479. January 10, 1910. White, J.

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

Cited: **Hillsdale Coal & Coke Co. v. P. R. R. Co.**, 19 I. C. C., 358.

Cited: **In re Irregularities in Mine Ratings**, 25 I. C. C., 297.

Company fuel cars used to haul fuel for its own use are subject to same rules of distribution as are system cars in which commercial coal is hauled for shippers upheld in 215 U. S., 452, 479.

Reaffirmed: **Colo. Coal Traffic Asso. v. D. & R. G. R. R. Co.**, 23 I. C. C., 461.

Carriers have no right to send empty cars off their lines until they have furnished sufficient cars to the mines on their lines.

Traer, Receiver of the Ill. Collieries Co., v. Chicago, Burlington & Quincy R. R. Co., 14 I. C. C., 165.

Traer v. Chicago, Peoria & St. Louis Ry. Co., 13 I. C. C., 451.

See **Traer v. C. & A. R. R. Co.**

Traer v. Illinois Central R. R. Co., 13 I. C. C., 451.

See **Traer v. C. & A. R. R. Co.**

Traffic Asso. Colorado Coal v. A., T. & S. F. R. Co., 22 I. C. C., 264.

- Traffic Asso. Colorado Coal v. D. & R. G. R. Co.**, 23 I. C. C., 458.
Traffic Asso. of Minneapolis v. C. & N. W. R. Co., 23 I. C. C., 432.
Traffic Asso. of Minneapolis v. C., B. & Q. R. Co., 22 I. C. C., 259.
Traffic Asso. of Oklahoma v. A., T. & S. F. Ry. Co., 29 I. C. C., 129.
Traffic Association of Oshkosh et al. v. Chicago & North Western Ry. Co. et al., 21 I. C. C., 385.
Traffic Asso. of St. Louis Coffee Importers v. I. C. R. R. Co., 28 I. C. C., 484.
Traffic Asso. Santa Rosa v. S. P. Co., 24 I. C. C., 46.

See Santa Rosa Traffic Asso. v. S. P. Co.

- Traffic Asso. of Santa Rosa v. S. P. Co.**, 29 I. C. C., 65.
Traffic Asso. of Topeka v. A. & V. Ry. Co., 30 I. C. C., 510.
Traffic Bureau of Knoxville v. A. & V. Ry. Co. (6282), 29 I. C. C., 714.
Traffic Bureau of Knoxville v. A. & V. Ry. Co. (U. R. A-559), 30 I. C. C., 718.
Traffic Bureau of Medford v. S. P. Co., 23 I. C. C., 701.
Traffic Bureau of Muskogee v. Atchison, Topeka & Santa Fe Ry. Co. et al., 17 I. C. C., 169.

See Muskogee Traffic Bureau v. A., T. & S. F. Ry. Co.

- Traffic Bureau of Nashville, Tenn., v. L. & N. R. R. Co.**, 28 I. C. C., 533.

Rates on coal from L. & N. western Kentucky mines to Nashville and from N., C. & St. L. mines in Tennessee and Alabama to Nashville found to be unreasonable; also that refusal of defendants to interchange traffic to and from Tennessee Central R. R. Co. found to be unjustly discriminatory under Section 3.

Louisville & Nashville R. R. Co. v. United States.
 216 Fed., 672. September 1, 1914.
 D. C., M. D., Tenn.
 Order of Commission held to be valid.

Cited: Richmond Chamber of Com. v. S. A. L. Ry., 30 I. C. C., 559.

Where traffic moves from the same points of origin, and the switching charge is absorbed in one case and not in the other, there is a violation of Section 2, as the existence of competition in the one case and not in the other clearly does not constitute a substantial dissimilarity. Where the traffic moves from different points of origin, and

where it may be that Section 3 alone applies, the competitive conditions relied on held insufficient to constitute a substantial dissimilarity.

Traffic Bureau of Salt Lake City, Utah, v. Atchison, Topeka & Santa Fe Ry. Co. et al., 21 I. C. C., 400.

See *Commercial Club, Traffic Bureau of Salt Lake City, v. A. T. & S. F. Ry. Co.*

Traffic Bureau of Salt Lake City, Utah, v. Atchison, Topeka & Santa Fe Ry. Co. et al., 19 I. C. C., 218.

Traffic Bureau of The Sioux City Commercial Club v. A. & S. R. R. Co., 24 I. C. C., 177.

Cited: Lumber Rates from the Southwest to Points North, 29 I. C. C., 17.

A rate of 30 cents on yellow pine from points in Louisiana, Texas, Arkansas, and Mississippi to Sioux City reduced to 28 cents in cited case.

Traffic Bureau of the Sioux City Commercial Club v. A., T. & S. F. Ry. Co., 28 I. C. C., 82.

Traffic Bureau of the Sioux City Commercial Club v. A., T. & S. F. Ry. Co., 29 I. C. C., 544.

Traffic Bureau of the Sioux City Commercial Club v. Chicago & North Western Ry. Co. et al., 21 I. C. C., 664.

Traffic Bureau of Sioux City Commercial Club v. C. & N. W. R. Co., 22 I. C. C., 110.

Traffic Bureau of the Sioux City Commercial Club v. C. & N. W. Ry. Co. (3881), 29 I. C. C., 709.

Traffic Bureau of Springfield Jobbers' & Mfrs.' Asso. v. A., T. & S. F. R. Co., 23 I. C. C., 432.

Traffic Bureau of Jobbers' & Mfrs.' Asso., Springfield, Mo., v. St. L. & S. F. R. R. Co., 29 I. C. C., 600.

Traffic Bureau of Utica v. New York, Ontario & Western Ry. Co., 18 I. C. C., 168.

Traffic Bureau of Utica v. New York Central & Hudson River R. R. Co. et al., 18 I. C. C., 271.

See *Utica Traffic Bureau v. N. Y. C. & H. R. R. Co.*

Traffic Bureau, Merchants' Ex. of St. Louis, v. Chicago, Burlington & Quincy R. R. Co., 14 I. C. C., 317, 510, 551.

Cited: Nebraska-Iowa Grain Co. v. U. P. R. R. Co., 15 I. C. C., 93.

Cited: Gund & Co. v. C., B. & Q. R. R. Co., 18 I. C. C., 366.

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

The service performed at the Missouri River in connection with the grain traffic, is held not to be a transfer, but elevation, not required by the railroads but performed for benefit of grain dealers, and that payment by carrier for that service then is unlawful, being discriminatory.

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

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

Cited: Merchants' C. P. & S. Co. v. I. C. R. R. Co., 17 I. C. C., 107.
Held to be repugnant to decision in dissenting opinion.

Cited: Traffic Bu., Mer. Ex. of St. L. v. C., B. & Q. Ry. Co., 22 I. C. C., 497.

Rehearing. For fuller statement of facts.

Traffic Bureau, Merchants' Exchange of St. Louis. v. C., B. & Q. R. R. Co.,
22 I. C. C., 496.

See Traffic Bu., Mer. Ex. of St. L. v. St. L. & S. F. R. Co.

Carriers ordered not to exceed three-fourths of one cent per 100 pounds in the payment of elevation or transfer allowance at the Missouri River, and to confine that payment to grain actually passing through the elevator in ten days.

Davis (Board of Trade of Kansas City) v. United States.

Not reported. February 10, 1913.

Commerce Court No. 64.

Case dismissed without prejudice in accordance with stipulation.

Quoted and distinguished: Milwaukee Maltsters Asso. v. G. T. W. Ry. Co., 28 I. C. C., 493.

"As we understand the opinion (Difffenbaugh case, 222 U. S., 42), it holds that a railroad may employ the owner of an elevator to perform a part of the transportation service which is incumbent upon the railroad, paying a reasonable compensation therefor, and the fact that the owner of the elevator during the process of transfer or elevation can subject the grain to other processes which are of incidental benefit to him does not amount to an undue discrimination." To constitute "elevation" the grain must be loaded out of the elevator as well as unloaded into it. In present case grain is not loaded out of the elevator, but a manufactured product of the grain, more valuable than the original product, is loaded out.

Traffic Bureau, Merchants' Ex. of St. Louis, v. Chicago, Rock Island & Pacific Ry. Co., 14 I. C. C., 317, 551.

See Traffic Bureau, etc., St. Louis, v. C., B. & Q. R. R. Co.

Traffic Bureau, Merchants' Exchange of St. Louis, v. C., R. I. & P. R. Co., 22 I. C. C., 496.

See Traffic Bureau, etc., St. Louis, v. C., B. & Q. R. R. Co.

Traffic Bureau, Merchants' Ex. of St. Louis, v. Missouri, Kansas & Texas Ry. Co., 14 I. C. C., 317, 551.

See Traffic Bureau, etc., St. Louis, v. C., B. & Q. R. R. Co.

Traffic Bureau, Merchants' Exchange of St. Louis, v. M., K. & T. R. Co., 22 I. C. C., 496.

See Traffic Bureau, etc., St. Louis, v. C., B. & Q. R. R. Co.

Traffic Bureau, Merchants' Ex. of St. Louis, v. Missouri Pacific Ry. Co., 13 I. C. C., 11.

Followed: Kansas City Trans. Bu. v. A., T. & S. F. Ry. Co., 16 I. C. C., 195.

If this case were to be decided without any reference whatever to competitive conditions at St. Louis and Kansas City it is clear that rates from St. Louis, by virtue of its greater proximity to Little Rock and Arkansas points, ought to be less than the rates from Kansas City. If the competitive conditions which do exist are to control, then these rates ought all the more to be less from St. Louis, since these two markets deriving their supplies largely from the same source compete in this territory, and therefore rates via the several lines from points of origin to final destination ought to be substantially the same.

Traffic Bureau, Merchants' Ex. of St. Louis, v. Missouri Pacific Ry. Co., 14 I. C. C., 317, 551.

See Traffic Bureau, etc., St. Louis, v. C., B. & Q. R. R. Co.

Traffic Bureau, Merchants' Ex. of St. Louis, v. Missouri Pacific Ry. Co., 13 I. C. C., 105.

Traffic Bureau, Merchants' Exchange, v. M. P. R. Co., 22 I. C. C., 496.

See Traffic Bureau, etc., St. Louis, v. C., B. & Q. R. R. Co.

Traffic Bureau, Merchants' Ex. of St. Louis, v. St. Louis & San Francisco Ry. Co., 14 I. C. C., 317, 551.

See Traffic Bureau, etc., St. Louis, v. C., B. & Q. R. R. Co.

Traffic Bureau, Merchants' Exchange of St. Louis, v. St. L. & S. F. R. Co., 22 I. C. C., 496.

See Traffic Bu., Mer. Ex. of St. L. v. C., B. & Q. Ry. Co.

Cited: In re Elevation Allowances, 24 I. C. C., 199.

The opinion in the cited case was written to comply with the findings of the Supreme Court in *Diffenbaugh v. I. C. C.*, 222 U. S., 42, which was an appeal from a former finding by the Commission reported 14 I. C. C., 317.

Traffic Bureau of The Merchants' Exchange of San Francisco v. Southern Pacific Co., 19 I. C. C., 259.

Carriers ordered to reduce to a specified amount their class rates from Sacramento, Cal., to points upon the main line of the Southern Pacific road between Reno, Nev., and Cecil Junction, Utah, on the ground that existing rates are unreasonable.

Southern Pacific Co. v. Interstate Commerce Commission.

C. C. N. D. Cal.

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

Southern Pacific Co. v. Interstate Commerce Commission.

Not reported. April 18, 1912.

Commerce Court No. 32.

Case dismissed without opinion.

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

Cited: *Rates of Fruits and Vegetables*, 30 I. C. C., 59.

Fourth-class rate, Sacramento to Reno, reduced from 87 cents to 51 cents.

Cited: *Corporation Com. of Okla. v. A. & S. Ry. Co.*, 23 I. C. C., 696.

Rates established in cited case from California to Utah common points used as basis in present case, for proposed rates.

Cited: *Pulp & Paper Mfrs.' Traffic Asso. v. C., M. & St. P. Ry. Co.*, 27 I. C. C., 94.

Quoted: *Norman Lumber Co. v. L. & N. R. R. Co.*, 29 I. C. C., 569.

A road is built and operated as a whole, and local rates are not to be made with respect to the difficulties of each particular operation. charging the cost of a bridge to the traffic of one section or the cost of a tunnel to traffic between its two mouths is improper.

Traffic Bureau, Wichita Business Asso., v. St. L. & S. F. R. Co., 25 I. C. C., 712.

Trail v. W. & O. D. Ry. Co. (5225), 28 I. C. C., 714.

Trammell, L. N., v. Cinn., New Orleans & Texas Pacific Ry. Co., 5 I. C. C., 324.

See *R. R. Com. of Ga. v. Clyde S. S. Co.*

Trammell, L. N., v. Clyde Steamship Co., 5 I. C. C., 324, 326.

See *R. R. Com. of Ga. v. Clyde Steamship Co.*; *R. R. Com. of Ga. v. Ocean Steamship Co.*

Carriers ordered to cease charging the existing rates from the Atlantic seaboard, Cincinnati, etc., which are higher for the shorter haul to certain Georgia cities than for the longer haul to Atlanta, Ga., and other points, on the ground that the existing rates are in violation of Section 4.

Interstate Commerce Commission v. Western & Atlantic R. R. Co.
88 Fed., 186. June 15, 1898.

C. C. N. D. Ga. Newman, J.

Commission's order held to be invalid, on the ground that the Commission erred in not considering competition between carriers subject to the act as an element creating a dissimilarity of circumstances that justifies the existing rate adjustment.

Interstate Commerce Commission v. Clyde Steamship Co. (two cases).
Same *v. Ocean Steamship Co.*

Same *v. Cincinnati, New Orleans & Texas Pacific Ry. Co.*

Not reported.

C. C. N. D. Ga.

These companion cases were discontinued pending final determination of *I. C. C. v. W. & A. R. R. Co.* (88 Fed., 186.)

Interstate Commerce Commission v. Western & Atlantic R. R. Co.
Same *v. Clyde Steamship Co.*

93 Fed., 83. March 21, 1899.

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. Clyde Steamship Co. (two cases).
Same *v. Western & Atlantic R. R. Co.*

181 U. S., 29. April 8, 1901. White, J.

Commission's order held to be invalid, on the ground that the 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: Phelps & Co. v. Texas & Pacific Ry. Co., 6 I. C. C., 48.

Cited: Freight Bureau v. Cinn., N. O. & T. P. R. Co., 6 I. C. C., 233.

Cited: Gustin v. Atch., T. & S. F. R. Co., 8 I. C. C., 287.

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.

Reaffirmed: B'd of T'd. of Lynchburg v. Old Dominion S. S. Co., 6 I. C. C., 645.

Cited: Brewer & Hanleiter v. L. & N. R. Co., 7 I. C. C., 237.

Overruled: Dallas Freight Bureau v. A. & N. W. R. Co., 9 I. C. C., 70.

A given carrier is not justified in charging more for shorter than for longer distance by the competition at the longer distance point of other carriers which are themselves subject to the Act, in the absence of authority from the Commission under the proviso clause of the Fourth Section. In such a case the circumstances and conditions are not deemed to be dissimilar, and the higher charge for the shorter distance is unlawful.

Cited: Warren-Ehret Co. v. Cen. R. of N. J., 8 I. C. C., 604.

A shipper has no direct interest in the division of a through rate, but when he complains of the unlawfulness of the through rate the amount so received by the different carriers may be significant upon the reasonableness of the aggregate charge.

Trammell, L. N., v. Louisville & Nashville R. R. Co., 5 I. C. C., 326.

See R. R. Com. of Ga. v. Clyde S. S. Co.

Trammell, L. N., v. Ocean Steamship Co., 5 I. C. C., 324.

See R. R. Com. of Ga. v. Clyde S. S. Co.

Trammell, L. N., v. Sou. Car. Ry. Co., 5 I. C. C., 325.

See R. R. Com. of Ga. v. Clyde S. S. Co.

Trammell, L. N., v. Western & Atlantic R. R. Co., 5 I. C. C., 325.

See R. R. Com. of Ga. v. Clyde S. S. Co.

Transcontinental Commodity Rates, West Bound, 26 I. C. C., 456.

Transcontinental Freight Bureau, Burgess v., 13 I. C. C., 668.

See Burgess v. T. F. B.

Transcontinental Freight Bureau et al., Burgess, George D. et al. v., 19 I. C. C., 611.

See Burgess v. T. F. B.

Transcontinental Freight Bureau et al., Jones, G. W. Lumber Co., 21 I. C. C., 397.

Transcontinental Freight Bureau et al. v. Memphis Freight Bureau et al., 21 I. C. C., 397.

Transcontinental Freight Bureau v. Michigan Hardwood Mfrs.' Asso., 22 I. C. C., 387.

See *Michigan Hardwood Mfrs.' Asso. v. T. F. B.*

Transcontinental Freight Bureau v. Mich. Hardwood Mfrs.' Asso., 24 I. C. C., 709.

Transcontinental Freight Bureau v. Michigan Hardwood Mfrs.' Asso., 27 I. C. C., 32.

See *Michigan Hardwood Mfrs.' Asso. v. T. F. B.*

Transcontinental Freight Bureau v. Michigan Hardwood Mfrs.' Asso. (U. R. A-390), 28 I. C. C., 739.

Transcontinental Lines, In re Tariffs of, 2 I. C. C., 324.

Cited: *City of Spokane v. N. P. Ry. Co.,* 21 I. C. C., 417.

The fact is that the transcontinental rates are compelled by water competition.

Transcontinental Rates from Group F., 1 I. C. C., 28.

Transit Case, The, 25 I. C. C., 130.

Transit Case, 26 I. C. C., 204.

See *In re Substitution of Tonnage.*

Transportation and Refrigeration of Fruit, Re, 10 I. C. C., 360.

See *Matter of Charges, etc., for Fruit by P., M. & Mich. Cent. R. R.*

Transportation Bureau of Kansas City v. Atchison, Topeka & Santa Fe Ry. Co. et al., 16 I. C. C., 195.

Transportation Bureau of Kansas City Commercial Club v. A., T. & S. F. R. Co., 23 I. C. C., 432.

Transportation Bureau of Kansas City v. Baltimore & Ohio R. R. Co. et al., 21 I. C. C., 664.

Transportation Bureau of the New Seattle Chamber of Commerce v. G. N. Ry. Co., 30 I. C. C., 683.

Transportation Bureau of Seattle Chamber of Commerce et al. v. Northern Pacific Ry. Co. et al., 19 I. C. C., 265.

Cited: Transportation Bu. of Seattle Chamber of Com. et al. v. Northern Pacific Ry. Co. et al., 21 I. C. C., 640.

Supplemental order declaring interstate class rates from Portland, Tacoma and Seattle to points in Oregon, Washington, Idaho and Montana unreasonable and reducing them.

Transportation Bureau of Seattle Chamber of Commerce et al. v. Northern Pacific Ry. Co. et al., 21 I. C. C., 640.

Transportation Bureau of Wichita, Kans., v. St. L. & S. F. R. Co., 23 I. C. C., 679, 682.

Transportation Bureau of Wichita v. St. L. & S. F. R. R. Co. (4290, 4294), 29 I. C. C., 709.

Transportation Committee of the Manufacturers' Club of Buffalo, N. Y., v. Pullman Co., 18 I. C. C., 614.

Transportation of Immigrants from N. Y., Re, 10 I. C. C., 13.

Transportation of Land & Immigrant Agents, Re, 12 I. C. C., 7.

Transportation of Salt from Hutchison, Kansas, 10 I. C. C., 1.

See also Matter of Transportation of Salt, etc.

Cited: Re Division of Joint Rates, 10 I. C. C., 402.

The manifest intention of the Act to regulate commerce especially as expressed in the Elkins Bill, is to strike through all pretense, all ingenious device, to the substance of the transaction itself.

Transportation of Salt from Points in Michigan, 10 I. C. C., 148.

Reversed: Colonial Salt Co. v. M. I. & I. Line, 23 I. C. C., 367.

The Michigan, Indiana & Illinois Line is a plant facility of the J. M. Morton & Co. and Morton Salt Co.

Tremain, Charles, v. Dela., Lackawanna & Western R. R. Co., 6 I. C. C., 148, 548.

Tremont & Gulf R. R. Co., Mansfield Hardwood Lumber Co. v., 26 I. C. C., 138.

Tremont & Gulf Ry. Co. et al., Tremont Lumber Co. v., 21 I. C. C., 673.

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

Tremont Lumber Co. v. Tremont & Gulf Ry. Co. et al., 21 I. C. C., 673.

Tremont Lumber Co. v. Vicksburg, Shreveport & Pacific R. R. Co. et al.,
16 I. C. C., 335.

Trier v. C., St. P., M. & O. Ry. Co., 30 I. C. C., 352, 707.

Cited: Trier v. C., St. P., M. & O. Ry. Co., 30 I. C. C., 707.
Petition to rehear.

Trinity & Brazos Valley Ry. Co. et al., Miller, J. G., v., 20 I. C. C., 670.

Trinity & Brazos Valley Ry. Co., Pittsburgh Steel Co. v. (U. R. A-585),
30 I. C. C., 721.

Trinity & Brazos Valley Ry. Co., Shoupe & Co. v., 26 I. C. C., 570.

**Trinity Valley Southern Ry. Co., Mayor and City Council of Wichita,
Kans., v.**, 9 I. C. C., 569.

Tripod Paint Co. v. B. & O. R. R. Co., 6 I. C. C., 284.

Tripod Paint Co. v. Lake Erie & Western R. R. Co., 6 I. C. C., 284.

Tritch, Geo. Hardware Co. v. Chicago, Rock Island & Pacific Ry. Co., 18 I.
C. C., 71.

Tritch, George Hardware Co. v. Rutland R. R. Co. et al., 17 I. C. C., 542.

Trojan Mfg. Co. v. V. R. Co., 26 I. C. C., 718.

Tropical Fruits from Gulf Ports to Various Destinations, 30 I. C. C., 621.

**Trostle, Albert & Sons v. Minneapolis, St. Paul & Sault Ste. Marie Ry. Co.
et al.**, 16 I. C. C., 335.

Trout Lake Ice Co. et al. v. Erie R. R. Co., 21 I. C. C., 45, 596.

**Truck Farmers' Asso. of Charleston and Vicinity v. Northeastern R. R. Co.
of S. C.**, 6 I. C. C., 295.

Carriers ordered to reduce to a specified amount their rates on
strawberries and certain vegetables from Charleston, S. C., to north-
eastern markets, on the ground that the existing rates are unreasonable.

**Interstate Commerce Commission v. Northeastern R. R. Co. of South
Carolina.**

74 Fed., 70. April 30, 1896.

C. C. D. S. C. Simonton, J.

Commission's order held to be invalid on the ground that the Com-
mission is without power to fix rates.

**Interstate Commerce Commission v. Northeastern R. R. Co. of South
Carolina.**

83 Fed., 611. November 3, 1897.

C. C. A. 4th Cir. Goff, J.

Commission's order held to be invalid on ground that Commission is without power to fix rates. No appeal.

Cited: Re Transportation, etc., of Fruit, 10 I. C. C., 376.

The refrigeration charge made under exclusive contracts treated as the act of the carriers themselves and order to reduce them might be made.

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

Certain refrigerator charges from Charleston to New York held reasonable.

Truck Growers' Association of Charleston v. Atlantic Coast Line R. R. Co. et al., 20 I. C. C., 190.

Cited: Jouannet v. A. C. L. R. Co., 23 I. C. C., 393.

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

Any-quantity rate of 30 cents on bushel packages of vegetables N. O. S. from Charleston to New York City held not unreasonable.

Truckers Transfer Co. v. Charleston & Western Carolina R. Co., 27 I. C. C., 275.

Cited: Merchants' & Mfrs.' Asso. v. C. R. R. Co. of N. J., 30 I. C. C., 401.

The right and duty rest 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.

Trumbull, Frank, v. Colo. Fuel & Iron Co., 6 I. C. C., 488.

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

Trussed Concrete Steel Co. v. Erie R. R. Co. (U. R. A-512, 513), 29 I. C. C., 731, 732.

Trustee in Bankruptcy for the Metals Extraction & Refining Co. v. Chicago, Milwaukee & St. Paul Ry. Co., 17 I. C. C., 11.

Tuffli Brothers Pig Iron & Coke Co. v. C. M. R. Co., 24 I. C. C., 726.

Tully, W. A. Grain Co. v. Fort Smith & Western R. R. Co. et al., 17 I. C. C., 606.

Tully v. Missouri, Oklahoma & Gulf Ry. Co. (1554), 14 I. C. C., 638.

Tully, W. A. Grain Co. v. Fort Smith & Western R. R. Co. et al., 16 I. C. C., 28.

Tunis-Cockey Lumber Co. v. A. C. L. R. R. Co. (U. R. A-366), 28 I. C. C., 736.

Tunnell, E. Lynn, v. L. & N. R. Co. (5042), 27 I. C. C., 704.

Turnbull, F. M. Co. v. Erie R. R. Co., 17 I. C. C., 123.

Cited: Wholesale Producers' Assn. v. L. I. R. R. Co., 26 I. C. C., 414.

Track storage and demurrage charges at congested yards in the larger centers of population have been several times approved.

Tusten Seed & Produce Co. v. V. S. & P. R. Co., 26 I. C. C., 712.

Tusten Seed & Produce Co. (Ltd.) v. V. S. & P. Ry. Co. (U. R. A-442), 29 I. C. C., 722.

Tuthill Spring Co. v. C. & N. W. R. Co., 22 I. C. C., 666.

Tuthill Spring Co. v. Chicago, Milwaukee & St. Paul Ry. Co., 17 I. C. C., 622.

Tuttle Paint & Glass Co. v. S. P. Co. (U. R. A-169), 27 I. C. C., 716.

Twentieth Century Machinery Co. v. C., M. & St. P. Ry. Co. (6308), 29 I. C. C., 714.

Tygarts River Coal Co. v. Baltimore & Ohio R. R. Co. et al., 16 I. C. C., 605.

Tyler, B. F. Commission Co. v. Chicago, Milwaukee & St. Paul Ry. Co. et al., 16 I. C. C., 490.

Tyler Grocery Co. v. Southern Exp. Co. (U. R. A-474), 29 I. C. C., 727.

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

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Uhlman, S. & F., v. S. P. & Co., 25 I. C. C., 711.

Ullman v. Adams Ex. Co., 14 I. C. C., 340, 585.

Cited: Ullman v. Adams Express Co., 14 I. C. C., 585, 587.

This original case was reopened to permit oral argument—the former opinion adhered to.

Cited: Ullman v. Am. Express Co., 19 I. C. C., 354.

Original complaint did not ask for reparation and rates were reduced. A subsequent complaint for reparation will not be entertained.

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

Cited: *Byrnes v. A. C. L. R. R. Co.*, 23 I. C. C., 253.
Principles on which reparation is disallowed.

Ulmer v. Texas & New Orleans R. R. Co. (854), (921), 12 I. C. C., 583, 585.

Ulrick & Williams v. Lake Shore & Michigan Southern Ry. Co., 9 I. C. C., 495.

Ulster & Delaware R. R. Co., B. Brockway v., 8 I. C. C., 21.

Ulster & Delaware R. R. Co., Milk Producers' Pro. Asso. v., 7 I. C. C., 92.

See *Milk Producers' Protective Asso. v. D., L. & W. R. R. Co.*

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

Uintah Valley Ry. Co. et al., Burton, Frank W., v., 20 I. C. C., 75.

Uintah Ry. Co., Holland, Director of the Carnegie Institute of Pittsburgh, v., 28 I. C. C., 731.

Uintah Ry. Co., Standard Gilsonite & Asphaltum Co. v., 20 I. C. C., 655.

Underbilling, In re, 1 I. C. C., 633.

Underwood Veneer Co. v. C. & N. W. R. Co., 22 I. C. C., 660.

Underwood Veneer Co. v. Chicago, Milwaukee & St. Paul Ry. Co. et al., 21 I. C. C., 672.

Union Coal & Coke Co. v. C., B. & Q. R. Co., 24 I. C. C., 726.

Union Coal & Coke Co. v. Colorado & Southern Ry. Co. et al., 17 I. C. C., 626.

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

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

Quoted: *Minneapolis Traffic Asso. v. C. & N. W. Ry. Co.*, 23 I. C. C., 436.

Fixing classification on cotton goods on value of material not practicable.

Union Match Co. v. Chicago, Milwaukee & St. Paul Ry. Co. et al., 17 I. C. C., 626.

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

Union Pacific R. R. Co., Allen v. (5635), 29 I. C. C., 711.

Union Pacific R. R. Co., Anderson v. (U. R. A-243), 27 I. C. C., 727.

Union Pacific Ry. Co., Beaver & Co. v., 4 I. C. C., 733.

See *Beaver & Co. v. Pitts., Cinn. & St. L. Ry. Co.*

Union Pacific Ry. Co., Bewsher Co. v., 22 I. C. C., 146.

Union Pacific 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.*

Union Pacific R. R. Co., Carstens Packing Co. v., 22 I. C. C., 8.

Union Pacific Ry. Co., Thomas V. Cator v., 6 I. C. C., 113.

See *Cator, Thomas V. v. Southern Pacific Co.*

Union Pacific R. R. Co., Cattle Raisers' Asso. v., 11 I. C. C., 296.

See *Cattle Raisers' Asso. v. M., K. & T. Ry. Co.*

Union Pacific R. R. Co., Cavers Elevator Co. v., 15 I. C. C., 90.

Union Pacific Ry. Co., Colo. Fuel & Iron Co. v., 6 I. C. C., 488.

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

Union Pacific Ry. Co., Commercial Club of Omaha v., 7 I. C. C., 386.

See *Commercial Club of Omaha v. C. & N. W. Ry. Co.*

Union Pacific R. R. Co., Crowell Lumber Co. v., 15 I. C. C., 90.

Union Pacific R. R. Co., Dinneen v. (U. R. A-243), 27 I. C. C., 727.

Union Pacific R. R. Co., Domke & Campbell v., 24 I. C. C., 705.

Union Pacific R. R. Co. et al., Ellsworth Produce Co. v., 17 I. C. C., 182.

Union Pacific R. R. Co. et al., Thomas, Elmer E. et al. v., 17 I. C. C., 614.

Union Pacific Ry. Co., Milton Evans v., 6 I. C. C., 520.

See *Evans v. Union Pacific Ry. Co.*

Union Pacific R. R. Co. et al., Felton Grain Co. v., 19 I. C. C., 63.

Union Pacific R. R. Co., Florien Lumber Co. v. (U. R. A-194), 27 I. C. C., 720.

Union Pacific R. R. Co., Gem City Grocery Co. v., 25 I. C. C., 711.

Union Pacific R. R. Co. et al., Great Western Sugar Co. v., 18 I. C. C., 622.

Union Pacific Ry. Co., 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 Nebr.

Union Pacific R. R. Co. et al., Havemeyer, W. A. & Co. v., 17 I. C. C., 12.

Union Pacific R. R. Co. et al., Heil, Henry Chemical Co. v., 21 I. C. C., 684.

Union Pacific R. R. Co., Hendrie & Bolthoff Mfg. Supply Co. v., 26 I. C. C., 714.

Union Pacific R. R. Co., Hess v. (U. R. A-385), 28 I. C. C., 738.

Union Pacific R. R. Co., In re Allowances to Elevators by, 14 I. C. C., 315.

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

Union Pacific R. R. Co., Johnson, Charles H., v., 9 I. C. C., 221.

Union Pacific R. R. Co., Kemmerer Hardware & Furniture Co. v. (U. R. A-293), 28 I. C. C., 726.

Union Pacific R. R. Co. et al., Kenworthy, W. H. & Son v., 21 I. C. C., 515.

Union Pacific R. R. Co., Kindel, George J., v., 11 I. C. C., 495.

See *Kindel v. B. & A. R. R. Co.*

Union Pacific R. R. Co., Larsen v. (U. R. A-243), 27 I. C. C., 727.

Union Pacific R. R. Co. et al., Lawrence-Hensley Fruit Co. v., 18 I. C. C., 626.

Union Pacific Ry. Co., Lehmann, Higginson & Co. v., 4 I. C. C., 1.

See *Lehmann, Higginson & Co. v. So. Pac. Co.*

Union Pacific Ry. Co., Leverett, Leonard, v., 1 I. C. C., 185.

Union Pacific R. R. Co., Lewis Lumber Co. v. (1336), 13 I. C. C., 683.

Union Pacific Ry. Co., Lincoln Board of Trade v., 3 I. C. C., 221.

See *Lincoln Board of Trade v. Union Pac. Ry. Co.*

Union Pacific Ry. Co., Lincoln Creamery v., 5 I. C. C., 156.

See *Lincoln Creamery v. Union Pac. Ry. Co.*

Union Pacific R. R. Co., MacMurray v., 13 I. C. C., 531.

Union Pacific Ry. Co., Matthews, Samuel, v., 5 I. C. C., 299.

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

Union Pacific R. R. Co., Menasha Wooden Ware Co. v., 11 I. C. C., 666.

Union Pacific R. R. Co., Meanea v. (U. R. A-243), 27 I. C. C., 727.

Union Pacific Ry. Co., Merchants' Union of Spokane Falls v., 5 I. C. C., 478.

See *Merchants' Union, etc., v. No. Pac. R. R. Co.*

Union Pacific R. R. Co., Merriam & Holmquist v., 16 I. C. C., 337.

Union Pacific R. R. Co., Meyer v. (U. R. A-243), 27 I. C. C., 727.

Union Pacific Ry. Co., Morrell, C. O., v., 6 I. C. C., 121.

Union Pacific R. R. Co., Morris & Co. v., 22 I. C. C., 657.

Union Pacific R. R. Co., Nebraska-Iowa Grain Co. v., 15 I. C. C., 90.

See *Nebraska-Iowa Grain Co. v. U. P. R. R. Co.*

Union Pacific R. R. Co., Nebraska State Ry. Com. v., 13 I. C. C., 349.

See *Nebraska State Ry. Com. v. U. P. R. R. Co.*

Union Pacific R. R. Co. et al., Nelson, Chas. Co. v., 18 I. C. C., 611.

Union Pacific Ry. Co., Newland, A. S., v., 6 I. C. C., 131.

See *Newland v. Northern Pacific R. R. Co.*

Union Pacific 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.*

Union Pacific R. R. Co., Northwest Coal Co. v. (U. R. A-665), 30 I. C. C., 732.

Union Pacific R. R. Co., Nye-Schneider-Fowler Grain Co. v., 15 I. C. C., 90.

See *Nebraska-Iowa Grain Co. v. U. P. R. R. Co.*

Union Pacific R. R. Co., Oakes & Co. v., 25 I. C. C., 715.

Union Pacific R. R. Co., Omaha Grain Ex. v., 12 I. C. C., 65.

Union Pacific R. R. Co., Oregon & Washington Lumber Manufacturers' Asso. v., 14 I. C. C., 1.

See *Oreg. & Wash. Lumber Mfrs. Asso. v. U. P. R. R. Co.*

Union Pacific R. R. Co. et al., Pacific Lumber Co. v., 18 I. C. C., 610.

Union Pacific R. R. Co. et al., Pacific Purchasing Co. v., 17 I. C. C., 72.

See *Montague v. A., T. & S. F. Ry. Co.*

Union Pacific R. R. Co. et al., Polson Implement Co. v., 18 I. C. C., 628.

Union Pacific Ry. Co., Raworth, E. M., v., 5 I. C. C., 234.

See *Raworth v. Northern Pacific R. R. Co.*

Union Pacific Ry. Co., Rice, George, v., 4 I. C. C., 228.

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

Union Pacific Ry. Co., Rice, George, v., 5 I. C. C., 193.

See *Rice v. Cinn., Wash. & Balt. R. R. Co.*

Union Pacific R. R. Co., Rosenbaum Grain Co. v. (5797), 28 I. C. C., 718.

Union Pacific R. R. Co., St. John & Co. v. (U. R. A-449), 29 I. C. C., 723.

Union Pacific R. R. Co., W. Scheidel & Co. v., 11 I. C. C., 532.

Union Pacific R. R. Co., Sibley v. (1196), 13 I. C. C., 681.

Union Pacific R. R. Co., Sioux City & Rock Springs Coal Mining Co. v.
(885), 29 I. C. C. 707.

Union Pacific R. R. Co. et al., Sligo Iron Store Co. v., 19 I. C. C., 527.

Union Pacific R. R. Co., Southwestern Millers League v., 26 I. C. C., 245.

See *Southwestern Millers League v. St. L. & S. F. R. R. Co.*

Union Pacific R. R. Co., Stark v. (1134), 29 I. C. C., 708.

Union Pacific R. R. Co., Thomas v., 26 I. C. C., 707.

Union Pacific R. R. Co., United States of America v., 28 I. C. C., 518.

Union Pacific R. R. Co., United States Portland Cement Co. v., 125 I. C.
C., 714.

Union Pacific R. R. Co., Updike Grain Co. v., 15 I. C. C., 90.

Union Pacific R. R. Co. et al., Vulcan Detinning Co. v., 21 I. C. C., 93.

Union Pacific R. R. Co., Warefield-Pratt-Howell Co. v. (5386), 27 I. C.
C., 705.

Union Pacific, Denver & Gulf Ry. Co., Colo. Fuel & Iron Co. v., 6 I. C. C., 488.

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

Union Pacific Tea Co. v. Pa. R. R. Co., 14 I. C. C., 545.

Union Portland Cement Co. v. C. & N. W. R. Co., 26 I. C. C., 723.
17 I. C. C., 623.

Union Sand & Material Co. v. Chicago, Milwaukee & St. Paul Ry. Co. et al,

Union Stock Yards Co. of Omaha, Interveners in Chicago Live Stock Ex. v. Chicago Great Western Ry. Co., 10 I. C. C., 428.

See Chicago Live Stock Exchange v. Chicago Great Western Ry. Co.

Union Tanning Co. v. L. & N. R. Co., 22 I. C. C., 672.

Union Tanning Co. v. S. R. Co., 25 I. C. C., 112.

Cited: Victor Mfg. Co. v. S. Ry. Co., 27 I. C. C., 664.

Differential between Morgantown and Canton reduced on rates from Appalachia and Dante fields of Virginia, from 55 to 35 cents, and between Old Fort and Canton from 25 to 5 cents in cited case.

Union Tanning Co. v. S. R. Co., 26 I. C. C., 159.

Quoted: B'd of Improvement, Waterworks Dist. No. 1, v. St. L. & S. F. R. R. Co., 26 I. C. C., 542.

While in fixing reasonable rates and relative rate adjustments, distance must always be considered as bearing both upon cost to the carrier in performing the service and the value of the service to the shipper, there are many other facts, such as density or sparsity of traffic over and along the lines of movement, comparative cost of construction and operation, and competitive conditions, which must be given weight.

United Kansas Portland Cement Co. v. A., T. & S. F. Ry. Co. (U. R. A-552).
30 I. C. C., 717.

United Kansas Portland Cement Co. v. M. P. Ry. Co. (U. R. A-321), 28 I. C. C., 730.

United Refrigerator & Ice Machine Co. v. C. & N. W. Ry. Co., 28 I. C. C., 439.

United States v. Adams Express Co. et al, 16 I. C. C., 394.

United States National League of Commission Merchants 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.

United States v. A. C. L. R. Co. (U. R. A-175), 27 I. C. C., 717.

United States v. Baltimore & Ohio R. R. Co., 15 I. C. C., 470.

United States v. B. & M. R. Co., 24 I. C. C., 724.

U. S. of America v. Chicago, Peoria & St. Louis Ry. Co. (U. S. Dist. Ct.), 11 I. C. C., 698.

United States v. Denver & Rio Grande R. R. Co., 18 I. C. C., 7.

United States v. M. P. R. Co., 25 I. C. C., 709.

United States v. N. Y., Chicago & St. Louis R. R. Co. (1706), 14 I. C. C., 642.

United States of America v. New York, New Haven & Hartford R. R. Co. et al., 17 I. C. C., 607.

United States of America v. New York, New Haven & Hartford R. R. Co. et al., 17 I. C. C., 613.

United States v. New York, New Haven & Hartford R. R. Co. (1634), 29 I. C. C., 708.

United States v. N. Y., Phila. & Norfolk R. R. Co., 15 I. C. C., 233.

United States of America v. Oregon R. R. & Navigation Co. et al., 19 I. C. C., 605.

United States of America v. Pennsylvania R. R. Co. et al., 17 I. C. C., 607.

United States v. P. R. R. Co. (U. R. A-641), 30 I. C. C., 729.

United States of America v. Philadelphia & Reading Ry. Co. et al., 18 I. C. C., 613.

United States of America v. Pittsburgh, Cinn., Chicago & St. Louis Ry. Co. (U. S. Dist. Ct.), 11 I. C. C., 696.

United States of America v. R. F. & P. R. R. Co., 29 I. C. C., 702.

United States v. S. P. Co., 25 I. C. C., 255.

United States of America v. U. P. R. R. Co., 28 I. C. C., 518.

United States v. W. N. R. Co., 26 I. C. C., 309.

United States Cast Iron Pipe & Foundry Co. v. Lake Shore & Michigan Southern Ry. Co. et al., 17 I. C. C., 625.

U. S. Cast Iron Pipe & Foundry Co. v. N. C. & St. L. Ry. (U. R. A-314), 28 I. C. C., 729.

U. S. Commission of Fish & Fisheries, In re, 1 I. C. C., 21.

United States Commissioner of Immigration at New York Port v. New York Central & Hudson River R. R. Co. et al., 18 I. C. C., 607.

United States Express Co. v. Memphis Freight Bureau (U. R. A-424), 29 I. C. C., 720.

United States Express Co. v. Parlin & Orendorff Plow Co. of St. Louis, 26 I. C. C., 561.

See *Parlin & Orendorff Plow Co. v. U. S. Exp. Co.*

United States Express Co., Pyro Art Club v., 16 I. C. C., 37.

U. S. Express Co., Society of American Florists & Ornamental Horticulturists, 12 I. C. C., 120.

United States Gypsum Co. v. C., R. I. & P. R. Co., 26 I. C. C., 715.

United States Gypsum Co. v. St. L. & S. F. R. R. Co. (U. R. A-310), 28 I. C. C., 729.

United States Gypsum Co. v. St. L. & S. F. R. R. Co. (5556), 29 I. C. C., 711.

United States Leather Co. et al. v. Southern Ry. Co. et al., 21 I. C. C., 323.

Cited: *Union Tanning Co. v. So. Ry. Co.,* 26 I. C. C., 159.

The increase of 2 cents per 100 pounds in car load rates on leather from all producing points in the southeastern states to New York and other eastern destinations, Virginia cities, and Buffalo-Pittsburgh territory to Ohio and Mississippi River crossings and other northern and western points denied in cited case.

United States National League of Commission Merchants v. P. R. R. Co. (U. R. A-313), 28 I. C. C., 729.

United States Packing Co. v. S. A. & A. P. R. Co., 24 I. C. C., 723.

United States Portland Cement Co. v. U. P. R. Co., 25 I. C. C., 714.

United Zinc & Chemical Co v. K. C. S. R. Co. (5115), 27 I. C. C., 704.

University of Wisconsin v. C., C., C. & St. L. Ry. Co. (5727), 28 I. C. C., 717.

Urdike Grain Co. v. Chicago, Milwaukee & St. Paul Ry. Co. et al., 17 I. C. C., 628.

Urdike Grain Co. v. Union Pacific R. R. Co., 15 I. C. C., 90.

Upham Isaac Co. v. W. R. Co., 26 I. C. C., 708.

Utah-Idaho Sugar Co. v. Oregon Short Line R. R. Co. et al., 18 I. C. C., 622.

Utica Traffic Bureau v. New York Central & Hudson River R. R. Co. et al.,
18 I. C. C., 271.

Cited: Schultz-Hausen Co. v. So. Pac. Co., 18 I. C. C., 239.

Loading and unloading carload freight is considered extra service if performed by carrier. If for competitive or other reasons which were satisfactory to the carriers no charge was assessed for such service and later the reasons for such free service disappear, the carriers are justified in making a reasonable charge for any service they perform over and above transportation and delivery.

Utica Traffic Bureau v. New York, Ontario & Western Ry. Co., 18 I. C. C., 168.

V

Vail, Aaron T., v. St. Louis & San Francisco R. R. Co. et al., 21 I. C. C., 667.

Vail Cooporage Co. v. Paragould & Memphis R. R. Co. et al., 20 I. C. C., 658.

Val Blatz Brewing Co. v. Chicago, Milwaukee & St. Paul Ry. Co., 18 I. C. C., 626.

Valley Flour Mills v. Atchison, Topeka & Santa Fe Ry. Co. et al., 16 I. C. C., 73.

Cited: Arizona Corporation Com. v. A. & N. M. Ry. Co., 29 I. C. C., 425.

The spread on wheat and flour fixed at 12 per cent.

Valley Lumber & Timber Co. v. W. M. Ry. Co. (U. R. A-465), 29 I. C. C., 725.

Valley Ry. Co., Harvard Co. v., 4 I. C. C., 212.

See Harvard Co. v. Penn. Co.

Van Brunt Manufacturing Co. v. Chicago, Milwaukee & St. Paul Ry. Co. et al., 17 I. C. C., 195.

Van Camp Burial Vault Co. v. C., B. & Q. R. Co., 26 I. C. C., 713.

Van Camp Burial Vault Co. v. Chicago, Indianapolis & Louisville Ry. Co.,
12 I. C. C., 79.

Van Dyck, L. H. Co., Board of R. R. Com'rs of Montana, in Behalf of, v. N. P. R. Co. (U. R. A-157), 27 I. C. C., 715.

- Van Natta Bros. v. C., C. & St. L. R. Co.**, 23 I. C. C., 1.
- Van Voorhies & Co. v. C., M. & St. P. Ry. Co.** (U. R. A-622), 30 I. C. C., 726.
- Vandalia R. R. Co. et al., Alphons, Custodis Chimney Constructing Co. v.**, 16 I. C. C., 600.
- Vandalia R. R. Co., American Terra Cotta & Ceramic Co. v.** (U. R. A-406), 29 I. C. C., 717.
- Vandalia R. R. Co., Commercial Club of Terre Haute v.**, 29 I. C. C., 383.
- Vandalia R. R. Co., Ford Mfg. Co. v.**, 25 I. C. C., 715.
- Vandalia R. R. Co. et al., Highland Iron & Steel Co. v.**, 18 I. C. C., 601.
- See Highland Iron & Steel Co. v. V. R. R. Co.
- Vandalia R. R. Co., Hinsch-Briscoe Coal Co. (Inc.) v.** (5858), 28 I. C. C., 719.
- Vandalia R. R. Co., Hydraulic Press Brick Co. v.**, 15 I. C. C., 175.
- Vandalia R. R. Co., Kehoe & Co. v.** (1423), 14 I. C. C., 637.
- Vandalia R. R. Co., Obion Hardware Co. v.** (U. R. A-162), 27 I. C. C., 715.
- Vandalia R. R. Co. et al., Pleasant Hill Lumber Co. v.**, 16 I. C. C., 335.
- Vandalia R. R. Co., Romona Oolitic Stone Company v.**, 13 I. C. C., 115.
- See Romona Oolitic Stone Co. v. V. R. R. Co.
- Vandalia R. R. Co., Trojan Mfg. Co. v.**, 26 I. C. C., 718.
- Vandalia R. R. Co., Wright & Co. v.**, 25 I. C. C., 214.
- Vanness, John W., v. Lehigh & Hudson River Ry. Co. et al.**, 17 I. C. C., 307.
- Vaughn Mfg. Co. v. Pittsburg, Cincinnati, Chicago & St. Louis Ry. Co. et al.**, 18 I. C. C., 618.
- Vehicle Supply Co. v. L. R. & N. Co.** (U. R. A-252), 27 I. C. C., 728.
- Veitch, Carlos, v. S. A. L. R.**, 22 I. C. C., 4.
- Venus, D. M., v. St. Louis, Iron Mt. & Southern Ry. Co.**, 15 I. C. C., 136.
- Vermont State Grange v. Boston & Lowell R. R. Co.**, 1 I. C. C., 158.

Cited and followed: E. Martin, etc., v. Chic., Burl. & Quin. R. R. Co., 2 I. C. C., 51.

One may complain on public grounds of a violation of the Act to regulate commerce which amounts to a public grievance, without hav-

ing any personal interest whatever to be affected by the violation, except as one of the public. And a voluntary State association of persons engaged in an industrial pursuit, and therefore presumably interested in railroad rates in the State, may be complainant in proceedings charging a violation of the Act.

Vicksburg, Shreveport & Pacific Ry. Co., Adams & Sons Co. v., 26 I. C. C., 709.

Vicksburg, Shreveport & Pacific Ry. Co., Adams & Sons Co. v., 29 I. C. C., 52.

Vicksburg, Shreveport & Pacific R. R. Co., Central Yellow Pine Asso. v., 10 I. C. C., 193.

See Central Yellow Pine Asso. v. Vicksburg, Shreveport & Pacific Ry. Co.

Vicksburg, Shreveport & Pacific Ry. Co., Columbus Iron Works Co. v. (U. R. A-547), 29 I. C. C., 736.

Vicksburg, Shreveport & Pacific Ry. Co., In re Investigation Concerning the Propriety of Proposed Schedules of Rates on Lumber Filed by, 20 I. C. C., 575.

Cited: Vicksburg, Shreveport & Pacific Ry. Co., In re Propriety of Proposed Schedules of Rates on Lumber, etc., 21 I. C. C., 16.

Petition to rehear dismissed.

The rates under suspension had gone into effect and the Commission is not empowered to suspend operation of a schedule of rates after it has gone into effect.

Cited: Davis Bros. Lumber Co. v. C., R. I. & P. Ry. Co., 26 I. C. C., 259.

The elimination of the through routes and joint rates via Ruston and the V., S. & P. Ry., formerly in effect justified in cited case.

Vicksburg, Shreveport & Pacific Ry. Co., In re Investigation Concerning the Propriety of Proposed Schedules of Rates on Lumber Filed by, 21 I. C. C., 16.

Vicksburg, Shreveport & Pacific Ry. Co., Mayor and City Council of Wichita, Kans., v., 9 I. C. C., 569.

Vicksburg, Shreveport & Pacific Ry. Co. et al., Menefee Bros. v., 19 I. C. C., 117.

Vicksburg, Shreveport & Pacific Ry. Co., Menefee & Bros. v., 24 I. C. C., 718.

Vicksburg, Shreveport & Pacific Ry. Co. et al., Meridian Fertilizer Factory v., 20 I. C. C., 554.

See *Meridian Fertilizer Factory v. V., S. & P. Ry. Co.*

Vicksburg, Shreveport & Pacific Ry. Co., Meridian Fertilizer Co. v., 26 I. C. C., 224.

Vicksburg, Shreveport & Pacific Ry. Co. et al., Miller, Albert & Co. v., 20 I. C. C., 658.

Vicksburg, Shreveport & Pacific Ry. Co. et al., Noble, Wm. K., v., 18 I. C. C., 224.

Vicksburg, Shreveport & Pacific Ry. Co., Shreveport Traffic Asso. v. (1687), 14 I. C. C., 641.

Vicksburg, Shreveport & Pacific R. R. Co. et al., Tremont Lumber Co. v., 16 I. C. C., 335.

Vicksburg, Shreveport & Pacific Co., Tusten Seed & Produce Co. v., 26 I. C. C., 712.

Vicksburg, Shreveport & Pacific Ry. Co., Tusten Seed & Produce Co. (Ltd.) v. (U. R. A-442), 29 I. C. C., 722.

Vicksburg, Shreveport & Pacific R. R. Co. et al., Williams, P. P. Co. v., 16 I. C. C., 482.

See *Williams Co. v. V., S. & P. Ry. Co.*

Vicksburg, Shreveport & Pacific Ry. Co., Wilsey & Shaffer Mfg. Co. v., 24 I. C. C., 703.

Victor Fuel Co. v. Atchison, Topeka & Santa Fe Ry. Co., 14 I. C. C., 119.

Victor Mfg. Co. v. S. R. Co., 27 I. C. C., 661.

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

The cited case was a proceeding to obtain reparation on the basis of findings in a former hearing of the same case. An issue raised was whether claimants who received the shipments at points other than the point on which the original controversy was founded, but taking same group rate as that point could recover on basis of the case which established the unreasonableness of that rate and it was held in cited case that recovery could be had by such shippers.

Victor Manufacturing Co. et al. v. Southern Ry. Co. et al., 21 I. C. C., 222.

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

Cost of production at Coal Creek is about \$1.05 per ton. run-of-mine basis, while in Alabama it is not over \$1.00 per ton.

Cited: Chamber of Com., Augusta, Ga., v. S. Ry. Co., 22 I. C. C., 238.
Coal rate Coal Creek to Spartansburg, S. C.

Quoted: Coke Producers' Asso. of Connellsville v. B. & O. R. R. Co., 27 I. C. C., 131.

The \$1.55 rate contended for by complainants is the average rate per ton on all freight. While averages are often helpful in determining the proper relationship of rates or the proper basis for their construction, considering the cost of the transportation here involved, * * * we are not prepared to say a rate of \$1.55 would be the reasonable maximum rate for the haul here involved."

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

Rates on coal from Coal Creek to Spartansburg and points taking same rate, reduced from \$1.95 to \$1.85 per ton. A like reduction of 10 cents made in present case.

Vienna, Ga., Mayor and City Council of, v. G. S. & F. Ry. Co., 28 I. C. C., 173.

See Mayor and Council of Vienna, Ga., v. Ga. Sou. & Fla. Ry. Co.

Vilter Mfg. Co. v. E. R. Co., 24 I. C. C., 717.

Vincennes Bridge Co. v. B. & O. S. W. R. Co., 23 I. C. C., 719.

Virginia & Southwestern Ry. Co., Board of Mayor and Aldermen of the City of Bristol, Tenn., v., 15 I. C. C., 453.

See Board of Mayor and Alderman, etc., Bristol, Tenn., v. V. & S. W. Ry. Co.

Virginia & Southwestern Ry. Co., Brenner Lumber Co. v. (U. R. A-431), 29 I. C. C., 721.

Virginia & Southwestern Ry. Co., De Camp Bros. & Yule Iron, Coal & Coke Co. v., 22 I. C. C., 274.

See De Camp Bros. & Yule Iron, Coal & Coke Co. v. V. & S. W. Ry. Co.

Virginia & Southwestern Ry. Co. et al., Fullerton-Powell Hardwood Lumber Co. v., 20 I. C. C., 86.

Virginia & Southwestern Ry. Co., Rogan v., 22 I. C. C., 659.

Virginia-Carolina Chemical Co. v. A. C. L. R., 22 I. C. C., 394.

Cited: German Kali Works v. A., T. & S. F. Ry. Co., 28 I. C. C., 228.
Sulphate of potash is a fertilizer material. The question in cited case was whether the tariffs of carriers were so stated as to make ef-

fective a lower rate on fertilizer than was charged. The rate charged was found to be the correct one.

Virginia-Carolina Chemical Co. v. A. C. L. R. Co., 27 I. C. C., 234.

Virginia-Carolina Chemical Co. v. Chicago, Rock Island & Pacific Ry. Co., 18 I. C. C., 31.

Cited: Meridian Fertilizer Factory v. V., S. & P. Ry. Co., 20 I. C. C., 556.

Cited: Arkansas Fertilizer Co. v. St. L., I. M. & S. Ry. Co., 25 I. C. C., 646.

Cited: Virginia-Carolina Chem. Co. v. A. C. L. R. R. Co., 27 I. C. C., 237.

Rates on fertilizer, minimum carload weight 30,000 pounds, from Memphis to Arkansas points.

Virginia-Carolina Chemical Co. v. L. & N. R. Co., 23 I. C. C., 711.

Virginia-Carolina Chemical Co. v. L. & N. R. R. Co. (U. R. A-660), 30 I. C. C., 731.

Virginia-Carolina Chemical Co. v. St. Louis & San Francisco R. R. Co., 18 I. C. C. 5.

Cited: Meridian Fertilizer Factory v. V., S. & P. Ry. Co., 20 I. C. C., 556.

Cited: Virginia-Carolina Chem. Co. v. A. C. L. R. R. Co., 27 I. C. C., 236.

Rate on fertilizer, minimum carload weight 30,000 pounds, from Memphis to Arkansas points.

Virginia-Carolina Chemical Co. v. St. Louis, Iron Mountain & Southern Ry. Co. et al., 18 I. C. C., 1.

Followed: Va.-Car. Chem. Co. v. C., R. I. & P. R. R. Co., 18 I. C. C., 3.

Followed: Va.-Car. Chemical Co. v. St. L. & S. F. R. R. Co., 18 I. C. C., 5.

Cited: Meridian Fertilizer Factory v. V., S. P. Ry. Co., 20 I. C. C., 556.

Cited: Arkansas Fertilizer Co. v. St. L., I. M. & S. Ry. Co., 25 I. C. C., 646.

Cited: Meridian Fertilizer Co. v. Texas & Pac. Ry. Co., 26 I. C. C., 351.

Cited: Virginia-Carolina Chem. Co. v. A. C. L. R. R. Co., 27 I. C. C., 236.

Rates on fertilizer, minimum carload weight 30,000 pounds, Memphis to Arkansas points.

Virginia-Carolina Chemical Co. v. St. Louis Southwestern Ry. Co., 16 I. C. C., 49.

Virginia-Carolina Chemical Co. v. Seaboard Air Line Ry. et al., 17 I. C. C., 623.

Cited: Va.-Car. Chem. Co. v. St. L., I. M. & S. Ry. Co., 19 I. C. C., 1.

Cited: Virginia-Carolina Chem. Co. v. A. C. L. R. R. Co., 27 I. C. C., 236.

Carload rates on fertilizer.

Cited: Meridian Fertilizer Factory v. V., S. & P. Ry. Co., 26 I. C. C., 225.

The rates fixed in cited case predicated other than upon fact that incidental to the handling of its business out of Memphis, defendants paid a bridge toll or rental and that the Commission's order could not be issued merely because such a charge existed, or to overcome natural advantages enjoyed by competitive producing points.

Cited: Meridian Fertilizer Factory v. T. & P. Ry. Co., 26 I. C. C., 353.

A bridge arbitrary or toll similar to that in question here was considered in cited case.

Virginia-Carolina Chemical Co. v. S. R. Co., 23 I. C. C., 713.

Virginia-Carolina Chemical Co. v. S. R. Co., 24 I. C. C., 600.

Virginia-Carolina Chemical Co. v. S. R. Co., 24 I. C. C., 721.

Virginia Highlands Citizens Asso. v. W.-V. Ry. Co., 30 I. C. C., 593.

Virginia-Lee Co. v. Black Mountain Ry. Co. (1178), 14 I. C. C., 635.

Virginia Mfg. Co. v. A. C. L. R. Co., 25 I. C. C., 68.

Va. Midland Ry. Co., Loud, P. H., Jr., v., 5 I. C. C., 529.

See Loud v. So. Car. Ry. Co.

Virginia Ry. Co., Aberdeen Lumber Co. v., 24 I. C. C., 723.

Virginia Ry. Co. et al., Craig, W. P. Lumber Co. v., 19 I. C. C., 144.

Virginian Ry. Co., Kennedy & Co., Ltd., v., 22 I. C. C., 671.

Virginia Ry. Co., St. Louis Blast Furnace Co. v., 24 I. C. C., 360.

See St. Louis Blast Furnace Co. v. V. Ry. Co.

Virginian Ry. Co., Lane Bros. Co. v. (6013), 28 I. C. C., 720.

Virginian Ry. Co., Loup Creek Colliery Co. v., 12 I. C. C., 471.

See Loup Creek Colliery Co. v. V. Ry. Co.

Virginian Ry. Co. et al., St. Louis Blast Furnace Co. v., 21 I. C. C., 215.

See *St. Louis Blast Furnace Co. v. V. Ry. Co.*

Virginian R. R. Co., St. Louis Blast Furnace Co. v., 25 I. C. C., 183.

See *St. Louis Blast Furnace Co. v. V. R. R. Co.*

Vogeler Seed & Produce Co. v. Atchison, Topeka & Santa Fe Ry. Co. et al., 19 I. C. C., 603.

Volco Mfg. Co. v. A., T. & S. F. R. Co. (5352), 27 I. C. C., 705.

Volco Mfg. Co. v. A., T. & S. F. Ry. Co., 28 I. C. C., 289.

Vollmar & Below Co. v. Northern Pacific Ry. Co. et al., 19 I. C. C., 607.

Von Behren Mfg. Co. v. St. L. & S. F. R. Co. (U. R. A-173), 27 I. C. C., 717.

Voorhees, John N., v. Atlantic Coast Line R. R. Co. et al., 16 I. C. C., 42, 45.

Cited: *Asparagus Growers' Asso. v. A. C. L. R. R. Co.*, 17 I. C. C., 427.
Refrigeration charges of \$48.00 on 21,125 pounds from Charleston to New York held reasonable.

Cited: *Jouannet v. A. C. L. R. R. Co.*, 23 I. C. C., 393.

A 48-cent rate on lettuce, New York City from St. Andrews, a point 23 miles from Charleston, held reasonable.

Voss-Barbee Manufacturing Co. v. Erie R. R. Co. et al., 21 I. C. C., 674.

Vote-Berger Co. v. Fort Wayne, Cincinnati & Louisville R. R. Co. et al., 18 I. C. C., 626.

Vulcan Detinning Co. v. A., T. & S. F. Ry. Co. (U. R. A-594), 30 I. C. C., 722.

Vulcan Detinning Co. v. Union Pacific R. R. Co. et al., 21 I. C. C., 93.

Vulcan Steam Shovel Co. v. Missouri Pacific Ry. Co. et al., 18 I. C. C., 265.

Vulcan Iron Works Co. v. A., T. & S. F. R. Co., 22 I. C. C., 477.

Modified: *Vulcan Iron Works Co. v. A., T. & S. F. R. Co.*, 27 I. C. C., 468.

Rate of 63 cents on iron and steel commodities to Denver, Colo., from St. Louis, Mo., and other Mississippi River crossings taking the same rates, applicable on traffic originating east of the Mississippi River, found unreasonable to extent it exceeds 45 cents.

Vulcan Iron Works Co. v. A., T. & S. F. R. Co., 27 I. C. C., 468.

W

Wabash Coating Mills v. Wabash Ry. Co. et al., 18 I. C. C., 91.

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

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

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

Wabash R. R. Co. et al., Bash Fertilizer Co. v., 18 I. C. C., 522.

Wabash R. R. Co., Beaver & Co. v., 4 I. C. C., 733.

See *Beaver & Co. v. Pitts., Cinn. & St. L. Ry. Co.*

Wabash R. R. Co., Beggs, Edwin, v., 16 I. C. C., 208.

See *Beggs v. W. R. R. Co.*

Wabash 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.*

Wabash 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.*

Wabash R. R. Co. et al., Breese-Trenton Mining Co. et al. v., 19 I. C. C., 598.

See *Breese-Trenton Mining Co. v. W. R. R. Co.*

Wabash R. R. Co., Broderick & Bascom Rope Co. v., 25 I. C. C., 714.

Wabash 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.*

Wabash 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.*

Wabash R. R. Co., Chicago Freight Bureau v., 6 I. C. C., 195.

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

Wabash R. R. Co., Chicago Live Stock Ex. v., 10 I. C. C., 428.

See *Chicago Live Stock Exchange v. Chicago Great Western Ry. Co.*

Wabash Ry. Co., Commercial Club of Omaha v., 6 I. C. C., 647.

See *Commercial Club of Omaha v. Chicago, Rock Island & Pacific Ry. Co.*

Wabash R. R. Co., Condie-Neale Glass Co. v. (U. R. A-192), 27 I. C. C., 720.

Wabash R. R. Co., Cook, Simon Co. v., 21 I. C. C., 563.

Wabash R. R. Co., Cutler v. (6351), 30 I. C. C., 714.

Wabash R. R. Co. et al., Delray Salt Co. v., 19 I. C. C., 602.

Wabash R. R. Co., Dowd Knife Works v. (5035), 28 I. C. C., 713.

Wabash R. R. Co., Eau Claire Board of Trade v., 5 I. C. C., 264.

See *Eau Claire B'd of Trade v. C., M. & St. P. Ry. Co.*

Wabash R. R. Co., Evans & Howard Fire Brick Co. v., 26 I. C. C., 152.

Wabash R. R. Co., Export Shipping Co. v., 14 I. C. C., 437.

See *Export Shipping Co. v. W. R. R. Co.*

Wabash R. R. Co., Gamble & Robinson Fruit Co. v., 24 I. C. C., 704.

Wabash R. R. Co., Globe Elevator Co. v., 25 I. C. C., 210.

Wabash R. R. Co., Globe-Wernicke Co. v., 11 I. C. C., 156.

Wabash R. R. Co. et al., Goldberg-Bowen & Co. v., 17 I. C. C., 503.

Wabash R. R. Co., Greater Des Moines Com., Inc., v., 14 I. C. C., 294.

See *Greater Des Moines Committee v. W. R. R. Co.*

Wabash R. R. Co., A. J. Gustin v., 8 I. C. C., 277.

See *Gustin v. A., T. & S. F. Ry. Co.*

Wabash R. R. Co. et al., Heil, Henry, Chemical Co. v., 21 I. C. C., 518.

Wabash R. R. Co. et al., Houston Structural Steel Co. v., 18 I. C. C., 208.

See *Houston Structural Steel Co. v. W. R. R. Co.*

Wabash R. R. Co., Charles H. Johnson v., 9 I. C. C., 221.

Wabash R. R. Co., Johnston-Larimer Dry Goods Co. v., 12 I. C. C., 51.

See *Johnston-Larimer Dry Goods Co. v. W. R. R. Co.*

Wabash R. R. Co., George J. Kindel v., 11 I. C. C., 495.

See Kindel v. B. & A. R. R. Co.

Wabash R. R. Co., Knox, S. H., v., 18 I. C. C., 185.

See Knox v. W. R. R. Co.

Wabash R. R. Co. et al., Langenberg Bros. & Co. v., 17 I. C. C., 617.

Wabash R. R. Co., W. H. H. MacLoon v., 9 I. C. C., 642.

See MacLoon v. Boston & Maine R. R. Co.

Wabash R. R. Co. et al., Mason-Gregg Grain Co. v., 17 I. C. C., 628.

Wabash R. R. Co. et al., Mayer Fertilizer Co. v., 21 I. C. C., 684.

Wabash R. R. Co. et al., Mead Auto Cycle Co. v., 21 I. C. C., 680.

Wabash R. R. Co. et al., Meilink Manufacturing Co. v., 17 I. C. C., 614.

Wabash R. R. Co., Mekus v., 26 I. C. C., 716.

Wabash R. R. Co., Miller Mfg. Co. v., 26 I. C. C., 71.

Wabash R. R. Co. et al., Mineral Point Zinc Co. v., 16 I. C. C., 440.

Wabash R. R. Co., Murphy, Wasey & Co. v., 5 I. C. C., 122.

See Murphy, Wasey & Co. v. Wabash R. R. Co.

Wabash R. R. Co., National Hay Asso. v., 9 I. C. C., 264.

Wabash 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.

Wabash R. R. Co., N. Y. Produce Ex. v., 7 I. C. C., 612.

See N. Y. Produce Exchange v. B. & O. R. R. Co.

Wabash R. R. Co., M. Newman v., 11 I. C. C., 517.

Wabash R. R. Co. et al., Noble, William K., v., 20 I. C. C., 657.

Wabash R. R. Co. et al., Ohio Iron & Metal Co. v., 18 I. C. C., 299.

See Ohio Iron & Metal Co. v. W. R. R. Co.

Wabash R. R. Co. et al., Ottumwa Box Car Loader Co. v., 21 I. C. C., 673.

Wabash R. R. Co., Omaha Elevator Co. v. (U. R. A-203), 27 I. C. C., 721.

Wabash R. R. Co., Planters' Compress Co. v., 11 I. C. C., 382.

See *Planters' Compress Co. v. C., C. C. & St. L. Ry. Co.*

Wabash R. R. Co. et al., Pleasant Hill Lumber Co. v., 16 I. C. C., 335.

Wabash R. R. Co., Pomeroy, L. J. & Co. v., 17 I. C. C., 618.

Wabash R. R. Co., R. R. Com. of Ind. v., 23 I. C. C., 195.

See *Indianapolis Freight Bureau v. C., C. C. & St. L. Ry. Co.*

Wabash R. R. Co., Ryley v., 25 I. C. C., 210.

Wabash 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.*

Wabash R. R. Co. et al., Solis Cigar Co. v., 21 I. C. C., 667.

Wabash R. R. Co. et al., Southwestern Laundry Machinery Co. v., 21 I. C. C., 685.

Wabash R. R. Co., Southwestern Produce Distributers et al. v., 20 I. C. C., 458.

See *Southwestern Produce Distributers v. W. R. R. Co.*

Wabash R. R. Co. et al., Spanley, Charles A. et al. v., 21 I. C. C., 666.

Wabash R. R. Co., Sterling Pickling Works v. (U. R. A-348), 28 I. C. C., 734.

Wabash R. R. Co., Tecumseh Celery Co. v., 5 I. C. C., 663.

Wabash R. R. Co., Upham Co. v., 26 I. C. C., 708.

Wabash R. R. Co. et al., Wabash Coating Mills v., 18 I. C. C., 91.

Wabash R. R. Co. et al., Western Gas Construction Co. v., 19 I. C. C., 611.

Waco Freight Bureau et al. v. Houston & Texas Central R. R. Co. et al., 19 I. C. C., 22.

Waco Freight Bureau v. St. L. S. W. R. Co. of Texas, 24 I. C. C., 717.

Wadell, J. P. Show Case & Cabinet Co. v. M. C. R. Co., 22 I. C. C., 106.

Wadsworth Salt Co. v. P. Co. (5482), 28 I. C. C., 715.

Wagner & Sons v. F. E. C. Ry. Co. (U. R. A-678), 30 I. C. C., 734.

Wagner & Sons v. Sugarland Ry. Co. (U. R. A-287), 28 I. C. C., 726.

Wagner, H. Brewing Co. v. P. R. Co., 26 I. C. C., 718.

- Wagner, Zagelmeyer & Co. v. Detroit & Mackinac Ry. Co.**, 13 I. C. C., 160.
- Wahlgren Furniture Co. v. C., M. & St. P. R. Co.**, 23 I. C. C., 717.
- Wahlstein & Sons v. D. & I. R. R. R. Co.**, 30 I. C. C., 1.
- Wakita Coal & Lumber Co. v. Atchison, Topeka & Santa Fe Ry. Co.**, 15 I. C. C., 533.
- Walker v. B. & O. R. R. Co.**, 12 I. C. C., 196.
- Walker, Aldace F., v. Colo. Fuel & Iron Co.**, 6 I. C. C., 488.
See *Colo. Fuel & Iron Co. v. Southern Pacific Co.*
- Walker, Aldace F., v. Commercial Club of Omaha**, 6 I. C. C., 647.
See *Commercial Club of Omaha v. Chicago, Rock Island & Pacific Ry. Co.*
- Walker, Aldace F., v. Johnston-Larimer Dry Goods Co.**, 6 I. C. C., 568.
See *Johnston-Larimer Dry Goods Co. v. Atchison, Topeka & Santa Fe Ry. Co.*
- Walker, Job S., v. N. & W. R. Co.**, 25 I. C. C., 709.
- Wallace, H. C., Assignee, v. Chicago & North Western Ry. Co. et al.**, 18 I. C. C., 608.
- Walla Walla Valley Ry. Co., City of Crawford v.**, 25 I. C. C., 259.
- Waller & Co. v. Illinois Central R. R. Co.**, 12 I. C. C., 448.
- Waller, Young & Co. v. Illinois Central R. R. Co.**, 12 I. C. C., 448.
- Waller, A. & Co. v. Illinois Central R. R. Co.**, 17 I. C. C., 573.
- Wallingford v. A., T. & S. F. Ry. Co.**, 30 I. C. C., 19.
- Wallkill Valley R. R. Co., Milk Producers' Pro. Asso. v.**, 7 I. C. C., 92.
See *Milk Producers' Protective Asso. v. D., L. & W. R. R. Co.*
- Walsh & Weidner Boiler Co. v. A. G. S. R. Co.**, 23 I. C. C., 719.
- Walsh & Weidner Boiler Co. v. P. & R. Co.**, 23 I. C. C., 714.
- Walter & Co. v. Lake Shore & Michigan Southern Ry. Co. et al.**, 20 I. C. C., 670.
- Walter Brewing Co. v. A., T. & S. F. R. Co.**, 25 I. C. C., 710.
- Walton v. Chesapeake Beach Ry. Co. (1374)**, 13 I. C. C., 684.

Warfield-Pratt-Howell Co. v. U. P. R. Co. (5386), 27 I. C. C., 705.

Warfield-Pratt-Howell Co. v. C., M. & St. P. Ry. Co. (U. R. A-437), 29 I. C. C., 722.

Warner, Hulbert H., v. N. Y. Central & Hudson River R. R. Co., 4 I. C. C., 32.

Cited: Nathan Myer v. C., C. & St. L. Ry. Co., 9 I. C. C., 83.

In the 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: I. & S. Docket 76, 25 I. C. C., 472.

Both the market value of the commodities and the volume of business they furnish to the carriers are proper elements to be considered in the classification.

Warnock, William Co. et al. v. Chicago & North Western Ry. Co. et al. 21 I. C. C., 546.

See also *Advances in Rates by Carriers Operating between Miss. and Mo. Rivers.*

Adhered to: Indianapolis Frt. Bu. v. C., C. & St. L. R. R. Co., 23 I. C. C., 195.

Cited: State of Kans. v. A., T. & S. F. Ry. Co., 27 I. C. C., 676.

Rates from Indianapolis and other Indiana cities to Missouri River as compared with rates from Chicago.

Quoted: Youngstown Sheet & Tube Co. v. P. & L. E. R. R. Co., 27 I. C. C., 167.

Cited: Interior Iowa Cities Case, 28 I. C. C., 64, 76.

The supplemental prayer for reparation raises new issue in that it extends to so many more rates than the former order and is denied.

Cited: Colorado Mfrs.' Asso. v. A., T. & S. F. Ry. Co., 28 I. C. C., 88.

It is pointed out that the charge from New York and other points in the east to Missouri River cities is 5 cents less than the combination on first-class rates on the Mississippi River, under holding in cited case.

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., 309.

Cited: Commercial Club of Terre Haute v. V. R. R. Co., 29 I. C. C., 385.

Cited: Springfield Traffic Bu. v. St. L. & S. F. R. R. Co., 29 I. C. C., 601.

The class rates on business originating east of the Indiana-Illinois line established on a basis of 55 cents first class and the third class was 32 cents in cited case.

Cited: Interior Iowa Cities Cases, 29 I. C. C., 537.

Reasons given for departing from general principle of rate construction, viz: that the longer a haul, the less should be the per-ton-mile rate. These reasons are the thinner traffic west of the basing points, as well as the two-line hauls involved and other considerations.

Followed: Hammerschmidt & Franzen Co. v. C. & N. W. Ry. Co., 30 I. C. C., 83.

Since there is no finding that the rates up to the present time have been unreasonable, reparation is denied.

Warren, Cyrus C., v. N. O. & N. E. R. Co., 26 I. C. C., 715.

Warren & Corsicana Pacific Ry. Co., Mayor and City Council of Wichita, Kans., v., 9 I. C. C., 569.

Warren-Dilly Tie & Timber Co., Ltd., v. Louisville & Nashville R. R. Co., 19 I. C. C., 606.

Warren-Ehret Co., Central R. R. Co. of New Jersey, 8 I. C. C., 598.

Cited: Copper Queen Cons't'd. Min. Co. v. B. & O. R. R. Co., 18 I. C. C., 157.

Shipper nor consignee has no direct interest in the divisions of a through rate, nor in the amount of the division received by each carrier, but upon contesting reasonableness of through rate, the divisions may be significant.

Warren Manufacturing Co. v. Southern Ry. Co., 12 I. C. C., 381.

Cited: Riverside Mills v. Sou. Ry. Co., 12 I. C. C., 391.

The reasons urged in favor of considering a rate of 41 cents on cotton goods from Augusta, Ga., to New York as reasonable in Warren case are quite as potent in condemning the same rate as unreasonable when applied on cotton waste baled.

Cited: So. Atlantic Waste Co. v. S. Ry. Co., 22 I. C. C., 296.

The rates from Augusta are affected by the navigation of the Savannah River, especially on bulky traffic.

Washburn-Crosby Milling Co. (Inc.) v. B. & O. S. W. R. R. Co. (U. R. A-480), 29 I. C. C., 727.

Washburn-Crosby Co. v. Erie R. R. Co., 13 I. C. C., 38.

Cited: Banner Milling Co. v. N. Y. C. & H. R. R. R. Co., 14 I. C. C., 399.

The former cases dealt only with specific destinations and although the general rate situation was considered and although the New England rates generally bear a relation to the rates to New York and Boston, the carriers only complied specifically with the Commission's order and not with the spirit, so these additional complaints are necessary.

Washburn-Crosby Co. v. Lehigh Valley R. R. Co., 13 I. C. C., 39.

Cited: Banner Milling Co. v. N. Y. C. & H. R. R. R. Co., 14 I. C. C., 399.

The former cases named specific destination points only and although the general rate situation was considered and although the New England rates generally bear a relation to the rates to Boston and New York, the carriers in complying with the Commission's order, complied with the letter rather than the spirit, which made these additional complaints necessary.

Washburn-Crosby Co. v. Pa. R. R. Co., 13 I. C. C., 40.

Washburn-Crosby Milling Co., Inc., v. S. P. Co., 22 I. C. C., 465.

Washer Grain Co. v. Missouri Pacific Ry. Co., 15 I. C. C., 147.

Followed: Am. Creosote Works v. I. C. R. R. Co., 19 I. C. C., 212, 215.

Followed: Am. Creosote Works v. I. C. R. R. Co., 19 I. C. C., 315.

Award of reparation in discrimination case for general damages.

Cited: Gund & Co. v. C., B. & Q. R. R. Co., 25 I. C. C., 329.

The ruling in cited case compelled Missouri Pacific to put all terminal houses situated at different points on the Missouri River upon an equality.

Washington & Old Dominion Ry., Price v. (U. R. A-515), 29 I. C. C., 732.

Washington & Old Dominion Ry. Co., Trail v. (5225), 28 I. C. C., 714.

Washington, Alexandria & Mt. Vernon Ry. Co., Beall, O. C., v., 20 I. C. C., 406.

See Beall v. W., A. & Mt. V. Ry. Co.

Washington, Alexandria & Mt. Vernon Ry. Co., Finley, F. M. & Son v., 19 I. C. C., 602.

Washington, Baltimore & Annapolis Electric R. R. Co., Hirsh & Sons Iron & Rail Co. v., 26 I. C. C., 480.

Washington Broom & Woodenware Co. v. Chicago, Rock Island & Pacific Ry. Co., 15 I. C. C., 219.

Washington, D. C., Chamber of Commerce v. B. & O. R. R. Co., 30 I. C. C., 446.

Washington Mill Co. v. O.-W. R. & N. Co., 25 I. C. C., 712.

Washington Milling Co. v. N. & W. R. Co., 27 I. C. C., 546.

Cited: Page Milling Co. v. N. & W. Ry. Co., 30 I. C. C., 607.

From Washington Court House, the rate to N. & W. Ry. stations east of Kenova, W. Va., to and including Bluefield, which was 19 cents, was reduced to 15 cents in cited case.

Washington Public Service Commission v. N. P. R. Co., 23 I. C. C., 256.

See Public Service Com. of Wash. v. N. P. Ry. Co.

Washington Public Service Commission v. N. P. R. Co., 26 I. C. C., 272.

See Public Service Com. of Wash. v. N. P. Ry. Co.

Washington Ry. & Electric Co., Citizens of Silver Springs, Md., v., 26 I. C. C., 708.

Washington Ry. & Electric Co., Citizens of Somerset v., 22 I. C. C., 187.

Washington Run R. R. Co., Parlin & Orendorff v., 22 I. C. C., 661.

Washington Southern Ry. Co., Samuel K. Behrend v., 9 I. C. C., 637.

Washington Southern Ry. Co., Harlow, Trustee, v., 26 I. C. C., 511.

Washington Southern R. R. Co., Truck Farmers' Asso. of Charleston and Vicinity v., 6 I. C. C., 295.

Washington, D. C., Store Door Delivery, 27 I. C. C., 347.

See *In re Store Door Delivery in Washington, D. C.*

Washington-Virginia Ry. Co., Bitzer v., 24 I. C. C., 255.

See Bitzer, J. H., v. W.-V. Ry. Co.

Washington-Virginia Ry. Co., Citizens of Falls Church v. (U. R. A-616), 30 I. C. C., 725.

Washington-Virginia Ry., Fares to Washington, D. C., 26 I. C. C., 398.

See Suburban Fares on W.-V. Ry. Co.

Washington-Virginia Ry. Co., Ford v., 24 I. C. C., 632.

Washington-Virginia Ry. Co., Virginia Highlands Citizens' Asso. v., 30 I. C. C., 593.

Washington Western Ry. Joint Rates, 27 I. C. C., 630.

Wasserman-Gattman Co. v. O. P. R. Co., 24 I. C. C., 707.

Watchorn, Robt., U. S. Commissioner of Immigration at New York Port, v. New York Central & Hudson River R. R. Co. et al., 18 I. C. C., 607.

Waterloo, Cedar Falls & Northern Ry. Co., Merchants' Freight Bureau of Little Rock, Ark., v., 27 I. C. C., 111.

Waterman Lumber & Supply Co. v. T. & G. Ry. Co. (U. R. A-269), 28 I. C. C., 723.

Waterman Lumber & Supply Co. v. Texas & Gulf Ry. Co. et al., 18 I. C. C., 613.

Waters-Pierce Oil Co. v. Missouri Pacific Ry. Co. et al., 21 I. C. C., 674.

Watson, H. F. Co. v. Lake Shore & Michigan Southern Ry. Co. et al., 16 I. C. C., 124.

Watson, H. F. & Co. v. New York, Chicago & St. Louis R. R. Co. et al., 19 I. C. C., 612.

Waukesha Lime & Stone Co. v. C., M. & St. P. R. Co., 26 I. C. C., 515.

Wausau Advancement Asso. v. C. & N. W. Ry. Co., 28 I. C. C., 459.

Waverly Oil Works v. Pa. R. R. Co., 11 I. C. C., 558.

See *Clark Co. v. L. S. & M. S. Ry. Co.*

Waverly Oil Works Co. v. P. R. R. Co., 28 I. C. C., 621.

Cited: **Buffalo, Rochester & Pittsburgh Ry. v. Penn. Co.,** 29 I. C. C., 119.

Dissenting opinion.

The basis of relief in present case, not that announced in cited case but rather that it is discrimination for a carrier to open its terminals to one road on better terms than to another.

Cited: **Botsford & Barrett v. P. R. R. Co.,** 29 I. C. C., 472.

The right of a carrier to protect its terminals against its competitor.

Quoted: **Marble Rates from Vermont,** 29 I. C. C., 608.

"If a railroad has traffic in its possession, it shall be allowed to handle it by its own line as far as it can unless public interest will suffer thereby."

Cited: Merchants' & Mfrs.' Asso. v. C. R. R. Co. of N. J., 30 I. C. C., 401.

The right and duty rest 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.

Explained: Seattle Chamber of Com. v. G. N. Ry. Co., 30 I. C. C., 690.

It is not understood that the findings in cited case prohibit in all cases the absorption by competitor roads of the charge which the terminal road has established for the interchange movement.

Waxelbaum & Co. v. Atlantic Coast Line R. R. Co., 12 I. C. C., 178.

Quoted and followed: Standard Lime & Stone Co. v. C. V. R. R. Co., 15 I. C. C., 620, 625.

A common carrier, in order to build up and foster industries on its own lines, can not lawfully refuse to carry the products of like industries located on connecting lines.

Followed: Ozark Fruit Growers' Asso. v. St. L. & S. F. R. R. Co., 16 I. C. C., 108.

The minimum weight for transportation and for refrigeration should be uniform and the same.

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

Reaffirmed: Georgia Fruit Exchange v. S. Ry. Co., 20 I. C. C., 630.

Tariff provision fixing refrigeration minimum at 15,000 pounds held reasonable.

Cited: Asparagus Growers' Asso. v. A. C. L. R. R. Co., 17 I. C. C., 427.
Refrigeration charges of \$48.00 for 21,125-pound car from Charleston to New York held reasonable.

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

The rates on peaches, Georgia points to New York, have been prescribed by the Commission.

Weakley, R. F., v. Louisville & Nashville R. R. Co., 8 I. C. C., 93.

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

Weaks Iron Works & Supply Co. v. St. L., I. M. & S. R. Co. (U. R. A-201), 27 I. C. C., 721.

Wearn & Co. v. A. C. L. R. Co. (U. R. A-215), 27 I. C. C., 723.

Weatherford, Mineral Wells & Northwestern Ry. Co., Cattle Raisers' Asso. v., 11 I. C. C., 296.

See *Cattle Raisers' Asso. v. M., K. & T. Ry. Co.*

Weaver v. W. S. R. R. Co. (U. R. A-505), 29 I. C. C., 731.

Webb Motor Fire Apparatus Co. v. L. & N. R. Co., 26 I. C. C., 712.

Webber-Ayers Hardware Co. v. K. C. S. R. Co. (U. R. A-217), 27 I. C. C., 723.

Weber Club & Intermountain Fair Association v. Oregon Short Line R. R. Co. et al., 17 I. C. C., 212.

Webster Grocer Co. v. Chicago & North Western Ry. Co. et al., 19 I. C. C., 493.

Followed: *Webster Groc. Co. v. C. & N. W. Ry. Co.*, 21 I. C. C., 21.
Rates on cheese. Reparation awarded.

Webster Grocer Co. v. Chicago & North Western Ry. Co. et al., 21 I. C. C., 20.

Weed Lumber Co. v. Denver & Rio Grande R. R. Co. et al., 19 I. C. C., 604.

Weil, Isaac, v. Pa. R. R. Co., 11 I. C. C., 627.

Cited: *Wilburine Oil Works v. P. R. R. Co.*, 18 I. C. C., 549.

The fact that the eastbound rate is lower than the westbound rate does not prove that the latter is unreasonable.

Cited: *Com. Club of Omaha v. B. & O. R. R. Co.*, 19 I. C. C., 401.

While a differential between carload and less-than-carload rates has been recognized on ground of difference in cost of service, no such distinction has been approved between large quantity and carload rates.

Weinhard Brewery v. C., H. & D. Ry. Co. (5477), 29 I. C. C., 711.

Weinstock-Nichols Co. v. B. & M. R. R. (U. R. A-514), 29 I. C. C., 732.

Weis Mfg. Co. v. Lake Shore & Michigan Southern Ry. Co. et al., 18 I. C. C., 620.

Weise-Hollman Co. v. K. G. B. & W. R. Co. (4184), 27 I. C. C., 703.

Weiss & Co. v. C., H. & D. Ry. Co., 29 I. C. C., 374.

Welch, E. B. Co. v. A., T. & S. F. R. Co., 22 I. C. C., 661.

Welch-Cook Co. et al. v. New York Central & Hudson River R. R. Co. et al., 17 I. C. C., 629.

Weld, Stephen M. & Co. v. Ocean Steamship Co. of Savannah et al., 21 I. C. C., 581.

Weleetka Light & Water Co. v. Ft. Smith & Western R. R. Co., 12 I. C. C., 503.

Welisch & Co. v. St. L. S. W. Ry. Co. (U. R. A-423), 29 I. C. C., 720.

Wellington v. St. Louis & San Francisco R. R. Co., 13 I. C. C., 534.

Wells Bros. v. C. & E. R. Co., 24 I. C. C., 706.

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

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

Wells, Fargo & Co., Blume & Co. v., 15 I. C. C., 53.

See *Blume & Co. v. W., F. & Co.*

Wells, Fargo & Co., Byrnes, Trustee, v., 23 I. C. C., 717.

Wells, Fargo & Co., California Commercial Association v., 16 I. C. C., 458.

Wells, Fargo & Co., California Commercial Association v., 21 I. C. C., 300.

Wells, Fargo & Co., California Commercial Asso. v., 24 I. C. C., 380.

See *In re Express Rates.*

Wells, Fargo & Co., California Commercial Asso. v., 28 I. C. C., 131.

Wells, Fargo & Co., California Commercial Asso. v., 14 I. C. C., 422.

See *California Commercial Asso. v. W., F. & Co.*

Wells, Fargo & Co. v. Canadian Express Co. (1488), 15 I. C. C., 637.

Wells, Fargo & Co. Express, Grossman Co. v. (881), 12 I. C. C., 584.

Wells, Fargo & Co., Floran v. (U. R. A-572), 30 I. C. C., 720.

Wells, Fargo & Co., Kohlberg & Co. v., 24 I. C. C., 380.

See *In re Express Rates.*

Wells, Fargo & Co., Kohlberg & Co. v., 28 I. C. C., 131.

Wells, Fargo & Co., Maricopa County Commercial Club v., 16 I. C. C., 182.

See *Maricopa County Commercial Club v. W., F. & Co.*

Wells, Fargo & Co., Rivers Bros. Co. v., 22 I. C. C., 676.

Wells, Fargo & Co. et al., Sanford, Charles A., v., 16 I. C. C., 32.

Wells, Fargo & Co., Simpson Fruit Co. v., 23 I. C. C., 412.

Wells, Fargo & Co., Stilwell v. (U. R. A-529), 29 I. C. C., 734.

Wells, Fargo & Co., Sundberg v., 24 I. C. C., 380.

See *In re Express Rates*.

Wells, Fargo & Co., Sundberg v., 28 I. C. C., 131.

Wells, Fargo & Co., Western Stores Co. v. (U. R. A-530), 29 I. C. C., 734.

Wells, Fargo & Co., William, Nathan B., v., 18 I. C. C., 17.

Wells-Higman Co. v. Grand Rapids & Indiana Ry. Co. et al., 16 I. C. C., 339.

Wells-Higman Co. v. Grand Rapids & Indiana Ry. Co. et al., 17 I. C. C., 622.

Wells-Higman Co. v. G. R. & I. R. Co., 22 I. C. C., 671.

Wells-Higman Co. v. Grand Rapids & Indiana Ry. Co. et al., 19 I. C. C., 487.

Wells-Higman Co. v. St. Louis & Iron Mountain Ry. Co. et al., 18 I. C. C., 175.

Cited: **Wells-Higman Co. v. St. Louis & Iron Mountain Ry. Co. et al.**, 22 I. C. C., 288.

On more evidence being offered, a rate fixed and reparation awarded.

Cited: **West Virginia Rail Co. v. B. & O. R. R. Co.**, 26 I. C. C., 623.

Present case a reconsideration of former holdings on point as to whether traffic moving from one point in a State to another point in same State through another State is subject to Act. The Supreme Court held such traffic to be interstate (*Hanly v. K. C. S. Ry. Co.*, 187 U. S., 617), but did not say it was subject to Act. The Federal courts are divided. Commission held traffic subject to Act.

Wells-Higman Co. v. St. L., I. M. & S. R. Co., 22 I. C. C., 288.

Wells-Higman Co. v. T. & P. R. Co., 22 I. C. C., 671.

Wells Lumber Co. v. G. & S. I. R. R. Co. (U. R. A-434), 29 I. C. C., 721.

Werbelovsky v. Buffalo, Rochester & Pittsburg Ry. Co. (1189), 13 I. C. C., 681.

Werner, Louis Saw Mill Co. v. Illinois Central R. R. Co., 17 I. C. C., 388.

Wesserunset Worsted Co. v. N. Y., N. H. & H. R. R. Co. (5580), 30 I. C. C., 712.

West v. S. P. Co. (Atlantic S. S. Lines), (U. R. A-649), 30 I. C. C., 730.

- West Coast Shingle Co. v. G. N. R. Co.** (U. R. A-150), 27 I. C. C., 714.
- West Coast Shingle Co. v. C., St. P., M. & O. R. Co.**, 23 I. C. C., 718.
- West Co. v. E. R. Co.** (U. R. A-142), 27 I. C. C., 713.
- West Co. v. E. R. R. Co.** (U. R. A-316), 28 I. C. C., 729.
- West Co. v. I. & G. N. Ry. Co.** (U. R. A-317), 28 I. C. C., 730.
- West Co. v. P., C., C. & St. L. Ry. Co.** (U. R. A-538), 29 I. C. C., 735.
- West End Improvement Club v. Omaha & Council Bluffs Ry. & Bridge Co. et al.**, 17 I. C. C., 239.

Street railway company ordered to reduce to a specified amount passenger rates between Omaha, Nebr., and Council Bluffs, Iowa, on the ground that such rates were unreasonable.

Omaha & Council Bluffs Street Ry. Co. v. Interstate Commerce Commission.

179 Fed., 243. April 25, 1910. (See 24th Ann. Rep., 21.)

C. C. D. Nebr. Per curiam.

Enforcement of Commission's order temporarily enjoined pending determination of case by Commerce Court. Case transferred to Commerce Court.

Omaha & Council Bluffs Street Ry. Co. v. Interstate Commerce Commission.

191 Fed., 40. October 5, 1911.

Commerce Court No. 25. Mack, J.

Commission's order held to be valid on the ground that interstate street railway companies are subject to the Act.

Omaha & Council Bluffs Street Ry. Co. v. Interstate Commerce Commission.

222 U. S., 582. November 6, 1911. Per curiam.

Enforcement of Commission's order enjoined pending final determination of the case.

Omaha & Council Bluffs Street Ry. Co. v. Interstate Commerce Commission.

230 U. S., 324. June 9, 1913. Lamar, J.

Commission's order held to be invalid on the ground that the Commission has no jurisdiction over interstate street railways.

Cited: Citizens of Somerset v. Wash. Ry. & El. Co., 22 I. C. C., 189.

Cited: Kansas City, Mo., & Kansas City, Kans., v. K. C. V. & T. Co., 24 I. C. C., 25.

An electric railway held to be a "railroad" and when engaged in interstate transportation of passengers is subject to Act.

West Jersey & Seashore Ry. Co. et al, Pacific Lumber Co. v., 18 I. C. C., 611.

West Jersey Express Co. et al, Davis, William M., v., 16 I. C. C., 214.

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

West Point Mfg. Co. v. C. V. R. Co., 26 I. C. C., 79.

West Shore R. R. Co., B. Brockway v., 8 I. C. C., 21.

West Shore R. R. Co., Churchill Grain & Seed Co. v. (U. R. A-373), 28 I. C. C., 737.

West Shore R. R. Co., W. H. H. MacLoon v., 9 I. C. C., 642.

See *MacLoon v. Boston & Maine R. R. Co.*

West Shore R. R. Co., Milk Producers' Pro. Asso. v., 7 I. C. C., 92.

See *Milk Producers' Protective Asso. v. D., L. & W. R. R. Co.*

West Shore 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.*

West Shore R. R. Co., N. Y. Produce Ex. v., 7 I. C. C., 612.

See *N. Y. Produce Exchange v. B. & O. R. R. Co.*

West Shore R. R. Co., Remington Typewriter Co. (Inc) v. (6388), 29 I. C. C., 715.

West Shore R. R. Co., Hulbert H. Warner v., 4 I. C. C., 32.

See *Warner v. N. Y. C. & H. R. R. R. Co.*

West Shore R. R. Co., Weaver v. (U. R. A-505), 29 I. C. C., 731.

West Texas Fuel Co. v. Texas & Pacific Ry. Co., 15 I. C. C., 443.

Followed: **West Texas Fuel Co. v. Texas & Pacific Ry. Co. v.,** 17 I. C. C., 491.

Same charge found to be unreasonable and reparation awarded.

West Texas Fuel Co. v. Texas & Pacific Ry. Co. et al, 17 I. C. C., 491.

West Virginia Mail Co. v. B. & O. R. Co., 26 I. C. C., 622.

Western & Atlantic R. R. Co., Board of Trade of Chattanooga, Tenn., v.,
5 I. C. C., 546.

See B'd of Tr'd. of Chattanooga v. E. Tenn., Va. & Ga. Ry. Co.

Western & Atlantic R. R. 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.

Western & Atlantic R. R. Co., Brewer & Hanleiter v., 7 I. C. C., 224.

See Brewer & Hanleiter v. Louisville & Nashville R. R. Co.

Western & Atlantic R. R. Co., Charlotte Shippers' Asso. v., 11 I. C. C., 108.

See Charlotte Shippers' Asso. v. S. Ry. Co.

Western & Atlantic R. R. Co., Chicago Freight Bureau v., 6 I. C. C., 195.

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

Western & Atlantic R. R. Co., Wm. H. Councill v., 1 I. C. C., 339.

See Council v. Western & Atlantic R. R. Co.

Western & Atlantic 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.

Western & Atlantic R. R. Co., S. J. Hill & Bro. v., 6 I. C. C., 343.

See Hill, S. J. & Bro. v. Nashville, Chattanooga & St. Louis Ry. Co.

Western & Atlantic 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.

Western & Atlantic R. R. Co., Mayor and City Council of Wichita, Kans., v.,
9 I. C. C., 160.

See Mayor and Council of Tifton, Ga., v. L. & N. R. R. Co.

Western & Atlantic R. R. Co. et al., Miller & Dean v., 16 I. C. C., 603.

Western & Atlantic R. R. Co. et al., Miller, G. H. & Son v., 16 I. C. C., 603.

Western & Atlantic R. R. Co., R. R. Com. of Ga. v., 5 I. C. C., 325, 326.

See *R. R. Com. of Ga. v. Clyde S. S. Co.*

Western & Atlantic R. R. Co., Wil. Tariff Asso. of Wil., N. C., v., 9 I. C. C., 118.

See *Wilmington Tariff Asso. v. C., P. & C. R. R. Co.*

Western Chemical Mfg. Co. v. A., T. & S. F. R. Co., 24 I. C. C., 715.

Western Classification Committee v. James McMillan & Co., 4 I. C. C., 276.

Western Express Co., Bridgeman & Russell Co. v., 22 I. C. C., 659.

Western Express Co., North American Storage Co. v. (6193), 29 I. C. C., 714.

Western Express Co., Sanford, Charles A., v., 16 I. C. C., 32.

Western Fruit Jobbers Asso. of America v. C., R. I. & L. R. Co., 27 I. C. C., 417.

Western Gas Construction Co. v. Wabash R. R. Co. et al., 19 I. C. C., 611.

Western Grain Co. v. E. R. Co. of N. M. (U. R. A-212), 27 I. C. C., 722.

Western Grain Products Co. v. P. M. R. Co., 26 I. C. C., 713.

Western Hardwood Lumber Co. v. Minneapolis & St. Paul & Sault Ste Marie R. R. Co. et al., 21 I. C. C., 683.

Western Lime & Cement Co. v. Chicago, Milwaukee & St. Paul Ry. Co. et al., 17 I. C. C., 619.

Western Lime & Cement Co. v. Chicago, Milwaukee & St. Paul Ry. Co. et al., 19 I. C. C., 613.

Western Lime & Cement Co. v. Minneapolis, St. Paul & Sault Ste Marie Ry. Co. et al., 21 I. C. C., 682.

Western Lumber & Pole Co. v. B. & O. R. Co., 26 I. C. C., 711.

Western Mantle Co. v. Spokane, Portland & Seattle Ry. Co. et al., 2 I. C. C., 643.

Western Maryland Ry. Co., Valley Lumber & Timber Co. v. (U. R. A-465), 29 I. C. C., 725.

Western Maryland Ry. Co., Williams v. (U. R. A-365), 28 I. C. C., 736.

Western Maryland Ry. Co., Wilson Bros. Lumber Co. v., 22 I. C. C., 659.

Western New York & Pa. R. R. Co., Independent Refiners' Asso. of Titusville, Pa., v., 5 I. C. C., 415.

See Independent Refiners' Asso., etc., v. W. N. Y. & Pa. R. R. Co.

Western N. Y. & Pa. R. R. Co., Independent Refiners' Asso. of Titusville, Pa., v., 6 I. C. C., 52, 378, 449.

See Independent Refiners' Asso., etc., v. W. N. Y. & Pa. R. R. Co.

Western New York & Pa. Ry. Co., Thomas J. Reynolds v., 1 I. C. C., 347.

See Reynolds v. Western New York & Pa. Ry. Co., 1 I. C. C., 347.

Western New York & Pa. Ry. Co., Thomas J. Reynolds v., 1 I. C. C., 393.

See Reynolds v. Western New York & Pa. Ry. Co., 1 I. C. C., 393.

Western N. Y. & Pa. R. R. Co., Rice, Robinson & Witherop v., 2 I. C. C., 389.

See Rice, Robinson & Witherop v. Western N. Y. & Pa. R. R. Co.

Western New York & Pa. R. R. Co., Rice, Robinson & Witherop v., 3 I. C. C., 87.

Western N. Y. & Pennsylvania R. R. Co., Rice, Robinson & Witherop v., 4 I. C. C., 131.

See Rice, Robinson & Witherop v. Western N. Y. & Penn. R. R. Co.

Western N. Y. & Pa. R. R. Co., Rice, Robinson & Witherop v., 6 I. C. C., 455.

Western Ohio Creamery Co. v. C. N. R. R. Co. (5613), 28 I. C. C., 715.

Western Oregon Lumber Manufacturers' Asso. v. S. P. Co. et al., 14 I. C. C., 61.

Carriers ordered to reduce to a specified amount an advanced rate on rough green fir lumber from Willamette Valley, Oreg., to San Francisco, Cal., on the ground that such rate is unreasonable.

Southern Pacific Co. v. Interstate Commerce Commission.
C. C. N. D. Cal.

Case, undecided, certified to Supreme Court, because trial court was divided on the merits.

Southern Pacific Co. v. Interstate Commerce Commission.

215 U. S., 226. December 6, 1909. Fuller, C. J.

Certificate dismissed and case remanded to circuit court.

Southern Pacific Co. v. Interstate Commerce Commission.

177 Fed., 963. February 28, 1910.

C. C. N. D. Cal. Ross, J.

Commission's order held to be valid.

Southern Pacific Co. v. Interstate Commerce Commission.

219 U. S., 433. February 20, 1911. White, C. J.

Commission's order held to be invalid on the ground that it was based upon the assumed power of the Commission to prevent railroad companies from raising their rate on the theory that they were estopped to advance such rate on account of having maintained it for a considerable period. Such power, it was held, has not been conferred upon the Commission.

Oregon & Washington Lumber Manufacturers' Asso. v. Southern Pacific Co., 21 I. C. C., 389.

Excluding the element of estoppel from consideration, the Commission again ordered the carriers to reduce to a specified amount the advanced rate on rough green fir lumber from Willamette Valley, Oreg., to San Francisco, Cal., on the ground that such rate was unreasonable.

Southern Pacific Co. v. United States.

197 Fed., 167. June 7, 1912.

Commerce Court No. 59. Archbald, J.

Commission's order held to be valid.

Southern Pacific Co. v. United States.

232 U. S., 736. March 17, 1914.

Dismissed on motion of appellants.

Followed: Oregon & Wash. Lum. Mfrs.' Asso. v. U. P. R. R. Co., 14 I. C. C., 20.

Cited: Beatrice Creamery Co. v. I. C. R. R. Co., 15 I. C. C., 128.

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, but in determining what is the just and reasonable thing to be done, the Commission will consider the effect upon all parties.

Cited: Oregon & Wash. Lum. Mfrs.' Asso. v. So. Pac. Co., 21 I. C. C., 389.

Rate on lumber, lath and rough green fir lumber from points on main line of Southern Pacific.

Western Pacific Ry. Co., Boyle Commission Co. v. (U. R. A-327), 28 I. C. C., 731.

- Western Ry. of Alabama, Board of Trade of Troy, Ala., v.,** 6 I. C. C., 1.
See Board of Trade of Troy, Ala., v. Ala. Midland Ry. Co.
- Western Ry. of Ala., Calloway, Fuller E., v.,** 7 I. C. C., 431.
See Calloway v. Louisville & Nashville R. R. Co.
- Western Ry. of Ala., Chicago Freight Bureau v.,** 6 I. C. C., 195.
See Chicago Freight Bureau v. Louisville, New Albany & Chicago Ry. Co.
- Western Ry. of Ala., 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.
- Western Ry. of Alabama, W. O. Harwell v.,** 1 I. C. C., 236.
See Harwell v. Columbus & Western R. R. Co.
- Western Ry. of Alabama, Montgomery Freight Bureau v.,** 14 I. C. C., 150.
See Montgomery Freight Bureau v. W. Ry. of Ala.
- Western Ry. of Alabama, Montgomery Freight Bureau v.,** 15 I. C. C., 199.
- Western Ry. Co. of Alabama, R. R. Com. of Ga. v.,** 5 I. C. C., 326, 327.
See R. R. Com. of Ga. v. Clyde S. S. Co.
- Western Rock Salt Co. v. A., T. & S. F. Ry. Co. v. (U. R. A-468),** 29 I. C. C., 726.
- Western States Portland Cement Co. v. Missouri Pacific Ry. Co. et al.,** 20 I. C. C., 672.
- Western States Portland Cement Co. v. M. P. R. Co.,** 23 I. C. C., 519.
See Ashgrove Lime & Portland Cement Co. v. A., T. & S. F. Ry. Co.
- Western Stoneware Co. v. Illinois Central R. R. Co. et al.,** 19 I. C. C., 607.
- Western Stores Co. v. Wells, Fargo & Co. (U. R. A-530),** 29 I. C. C., 734.
- Western Tool & Forge Co. v. Adams Express Co. (U. R. A-595),** 30 I. C. C., 723.
- Western Traffic Asso. v. B. & M. R.,** 24 I. C. C., 592.
- Western Transit Co.,** 29 I. C. C., 45.

Western Trunk Line, Trans Missouri and Illinois Freight Committee Territories, In re Investigation of Advances of Rates in, 20 I. C. C., 307.

Western Union Telegraph Co. v. Postal Telegraph-Cable Co. (4697), 30 I. C. C., 711.

Wetherill Co. v. Pa. R. R. Co. (948), 12 I. C. C., 586.

Weyl-Zuckerman & Co. v. C. M. R. Co., 27 I. C. C., 493.

Whaley-Warren Lumber Co. v. Carolina, Clinchfield & Ohio Ry., 21 I. C. C., 530.

Wharton & Northern R. R. Co., United States v., 26 I. C. C., 309.

Wharton Steel Co. v. C. R. Co. of N. J., 26 I. C. C., 166.

Wharton Steel Co. v. D., L. & W. R. Co., 25 I. C. C., 303.

Cited: Pittsburgh Steel Co. v. L. S. & M. S. Ry. Co., 27 I. C. C., 176.

The traffic involved in cited case not comparable with that coming in the main currents from Lake Erie ports, besides involving a haul over two or more lines through terminals.

Wheat Rates from Oklahoma to Memphis, Tenn., 30 I. C. C., 93.

Wheatland Hardware Co. v. C. & S. Ry. Co. (U. R. A-385), 28 I. C. C., 739.

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

Wheeler & Motter Mercantile Co. v. A., T. & S. F. Ry. Co., 28 I. C. C., 205.

Wheeler & Motter Mercantile Co. v. Chicago, Burlington & Quincy R. R. Co., 20 I. C. C., 141.

Cited: John Taylor Dry Goods Co. v. M. P. Ry. Co., 28 I. C. C., 211.

Followed: Taylor Dry Goods Co. v. M. P. Ry. Co., 28 I. C. C., 309.

The 35-cent rate on cotton piece goods being a commodity rate, it was not affected by the reduction of the third-class rate.

Wheeler-Holden Co. v. Louisville & Nashville R. R. Co., 21 I. C. C., 237.

Wheeler-Hoden Co. v. Louisville & Nashville R. R. Co., 21 I. C. C., 675.

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

Wheeler Lumber, Bridge & Supply Co. v. A., T. & S. F. Ry. Co., 30 I. C. C., 343.

Wheeler Lumber, Bridge & Supply Co. v. C., N. & W. R. Co., 26 I. C. C., 720.

Wheeler Lumber, Bridge & Supply Co. v. Chicago, Milwaukee & St. Paul Ry. Co. et al., 16 I. C. C., 525.

Wheeler Lumber, Bridge & Supply Co. v. Northern Pacific Ry. Co. et al., 21 I. C. C., 684.

Wheeler Lumber, Bridge & Supply Co. v. St. L., I. M. & S. R. Co., 23 I. C. C., 514.

Wheeler Lumber, Bridge & Supply Co. v. Southern Pacific Co. et al., 16 I. C. C., 547.

Wheeling & Lake Erie R. R. Co. et al., Canton Fertilizer & Chemical Co. v., 17 I. C. C., 627.

Wheeling & Lake Erie R. R. Co., S. J. Hawkins v., 9 I. C. C., 212.

Wheeling & Lake Erie R. R. Co., Metropolitan Paving Brick Co. v., 22 I. C. C., 670.

Wheeling & Lake Erie R. R. Co., Metropolitan Paving Brick Co. v. (U. R. A-242), 27 I. C. C., 727.

Wheeling & Lake Erie R. R. Co., Pittsburg Vein Operators Asso. of Ohio v., 24 I. C. C., 280.

See **Pittsburg Vein Operators' Asso. v. Penn. Co.**

Wheeling & Lake Erie R. R. Co., Railroad Commission of Ohio v., 12 I. C. C., 398.

See **R. R. Com. of Ohio v. H. V. Ry. Co. and Same v. W. & L. E. R. R. Co.**

Wheeling Corrugating Co. v. Baltimore & Ohio R. R. Co. et al., 18 I. C. C., 125.

When a Cause of Action Accrues Under the Act to Regulate Commerce, Memorandum, 15 I. C. C., 201.

Distinguished: **Blinn Lumber Co. v. So. Pac. Co.**, 18 I. C. C., 431.

The question here is, may Commission award damages for the imposition of an excessive rate when such rate was imposed more than two years prior to complaint being made before the Commission.

Whipple, W. W. Co. v. Lake Shore & Michigan Southern Ry. Co., 6 I. C. C., 176.

Whitcomb, J. A., v. Chicago & Northwestern Ry. Co., 15 I. C. C., 27.

Cited: **Hirsch & Sons Iron & Rail Co. v. W., B. & A. Elec. R. R. Co.**, 26 I. C. C., 481.

The application of a different rating to new and second-hand articles of same kind would be impracticable.

White & Co. v. B. & O. Southwestern R. R. Co., 12 I. C. C., 306.

Cited: Georgia Rough & Cut Stone Co. v. Ga. R. Co., 13 I. C. C., 404.

Actual weighing of shipments is not dispensed with in determining carload weights upon which freight is to be collected. There are many instances where an estimated weight, prescribed in carrier's tariffs is entirely satisfactory to shippers and carriers, and is recognized as reasonable.

White, Frederick A., v. Michigan Central R. R. Co., 3 I. C. C., 281.

White & Williams v. Louisville & Nashville R. R. Co., 8 I. C. C., 377.

See Savannah Bureau of Freight & Trans. v. Louisville & Nashville R. R. Co.

White Bros. v. Atchison, Topeka & Santa Fe Ry. Co. et al., 16 I. C. C., 607.

White Bros. v. Atchison, Topeka & Santa Fe Ry. Co. et al., 16 I. C. C., 610.

White Bros. v. Atchison, Topeka & Santa Fe Ry. Co. et al., 17 I. C. C., 251.

See Kindelon v. S. P. Co.

White Bros. v. Atchison, Topeka & Santa Fe Ry. Co. et al., 17 I. C. C., 288, 416.

Followed: Maris v. So. Pac. Co., 18 I. C. C., 306.
Reparation.

Followed: White Bros. v. So. Pac. Co., 18 I. C. C., 309.

The through rates which were greater than the combination of certain local held reasonable and reparation denied.

White Bros. v. Atchison, Topeka & Santa Fe Ry. Co. et al., 18 I. C. C., 308.

White Bros. v. St. Louis & San Francisco R. R. Co. et al., 17 I. C. C., 627.

White Bros. v. Southern Pacific Co. et al., 16 I. C. C., 607.

White Bros. v. Southern Pacific Co. et al., 16 I. C. C., 608.

White Bros. v. Southern Pacific Co. et al., 16 I. C. C., 609.

White Bros. v. Southern Pacific Co. et al., 16 I. C. C., 610.

White Bros. v. Southern Pacific Co. et al., 16 I. C. C., 611.

- White Bros. v. Southern Pacific Co. et al.**, 17 I. C. C., 251.
See *Kindelon v. S. P. Co.*
- White Bros. v. Southern Pacific Co. et al.**, 17 I. C. C., 627.
- White Bros. v. Southern Pacific Co. et al.**, 18 I. C. C., 308.
- White Oak Coal Co. v. C. & O. Ry. Co.** (U. R. A-271), 28 I. C. C., 724.
- White Pass & Yukon Route et al., Humboldt Steamship Co. v.**, 19 I. C. C., 105.
See *Humboldt S. S. Co. v. W. P. & Y. R.*
- White Pass & Yukon Route, Humboldt Steamship Co. v.**, 25 I. C. C., 136.
- White Water Farms Co. v. Philadelphia, Baltimore & Washington R. R. Co.**, 13 I. C. C., 526.
- Whiteker Bros. v. C. & N. W. R. Co.** (U. R. A-218), 27 I. C. C., 723.
- Whiteland Canning Co. v. P., C., C. & St. L. R. Co.**, 22 I. C. C., 261.
Cited: *Whiteland Canning Co. v. P., C., C. & St. L. R. Co.*, 23 I. C. C., 92.
Petition for rehearing denied.
- Whiteland Canning Co. v. P., C., C. & St. P. R. Co.**, 23 I. C. C., 92.
- Whiting, Walter W., v. Chicago, Burlington & Quincy R. R. Co. et al.**, 21 I. C. C., 680.
- Whiting, D. & Sons v. Boston & Maine R. R. et al.**, 20 I. C. C., 656.
- Whittaker, S. W., v. Great Northern Ry. Co.**, 17 I. C. C., 631.
- Wholesale Fruit & Produce Asso. v. Atchison, Topeka & Santa Fe Ry. Co.**, 14 I. C. C., 410.
Cited: *Davies v. Ill. Cen. R. R. Co.*, 17 I. C. C., 186.
Cited: *Davies v. Ill. Cen. R. R. Co.*, 17 I. C. C., 598.
A charge for assorting allowed.
Cited: *Utica Traffic Bu. v. N. Y. C. & H. R. R. R. Co.*, 18 I. C. C., 273.
Loading and unloading rules.
- Wholesale Fruit & Produce Association v. Atchison, Topeka & Santa Fe Ry. Co. et al.**, 17 I. C. C., 596.
Cited: *Schultz-Hansen Co. v. So. Pac. Co.*, 18 I. C. C., 239.
Followed: *Utica Traffic Bu. v. N. Y. C. & H. R. R. R. Co.*, 18 I. C. C., 271.

Loading and unloading of carload freight by the carrier is considered an extra service for which a reasonable charge may be assessed.

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 ordinarily be such that the prejudice arising out of it against one party is a source of advantage to the other alleged to be favored.

Wholesale Granite Dealers' Asso. v. N. Y., New Haven & Hartford R. R. Co. (1808), 14 I. C. C., 643.

Wholesale Produce Dealers' Asso. of Brooklyn v. L. I. R. Co., 26 I. C. C., 413.

Wichita Board of Trade v. A. & S. Ry. Co., 29 I. C. C., 376.

Wichita Board of Trade v. A., T. & S. F. R. Co., 25 I. C. C., 625.

Wichita Business Asso. v. K. C. M. & O. Ry. Co., 29 I. C. C., 669.

Wichita Business Asso. Traffic Bureau v. St. L. & S. F. R. Co., 25 I. C. C., 712.

Wichita Falls & Northwestern Ry. Co. et al., Maxwell, W. F., v., 20 I. C. C., 197.

Wichita Falls System Coal Rate Cases, 26 I. C. C., 215.

Cited: Rates on Plaster and Gypsum Rock, 27 I. C. C., 70.

The law implies in terms too clear and definite to be misunderstood, that the rails of an interstate carrier must be open from one end to the other with no restriction whatever except such as naturally flows from the right of the carrier to demand and receive a reasonable compensation for each particular service of transportation.

Wichita, Kans., Transportation Bureau of, v. St. L. & S. F. R. Co., 23 I. C. C., 679, 682.

Wichita Produce Asso. v. A., T. & S. F. Ry. Co., 30 I. C. C., 45, 374.

Wichita Produce Co. v. A. & V. Ry. Co., 30 I. C. C., 510.

Wichita Transportation Bureau v. St. L. & S. F. R. R. Co. (4290, 4294), 29 I. C. C., 709.

Wichita Valley Ry. Co., Cattle Raisers' Asso. v., 11 I. C. C., 296.

See Cattle Raisers' Asso. v. M., K. & T. Ry. Co.

Wichita Wholesale Furniture Co. v. St. L., I. M. & S. R. Co., 26 I. C. C., 107.

Wickwire Steel Co. v. N. Y. C. & H. R. R. Co., 27 I. C. C., 168.

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

The rate on coke from Connellsville to Buffalo, N. Y., territory attacked in cited case.

Cited: Wisconsin Steel Co. v. P. & L. E. R. R. Co., 27 I. C. C., 159.
Certain testimony taken in cited case quoted.

Affirmed: Wisconsin Steel Co. v. P. & L. E. R. R. Co., 30 I. C. C., 415.
On rehearing found that no reason had been shown for departing from original order fixing a rate of \$1.85 per ton on coke from Connellsville region to Buffalo, N. Y.

Wickwire Steel Co. v. N. Y. C. & H. R. R. R. Co., 30 I. C. C., 415.

Wiemer & Rich v. Chicago & Northwestern Ry. Co., 12 I. C. C., 462.

Distinguished: Kansas City Hay Dealers' Asso. v. M. P. Ry. Co., 14 I. C. C., 597, 599, 602.

The opinion there was intended to remove the discrimination found to exist in the minimum weights which were applicable to the destination points involved. There the equipment used was understood to be small. The average weight of a bale of hay in Wiemer case was from 75 to 80 pounds, here it appears to be 65 pounds.

Wiffler, Joseph J., v. New York Central & Hudson River R. R. Co., 17 I. C. C., 457.

Wilbert, F. Bros. et al. v. Pennsylvania R. R. Co., 16 I. C. C., 116.

Wilburnie Oil Works, Ltd., v. Pennsylvania R. R. Co. et al., 18 I. C. C., 548.

Cited: Hull Vehicle Co. v. So. Ry. Co., 28 I. C. C., 620.

The mere fact that the rate in one direction exceeds the rate between the same points in the opposite direction is not a controlling test of the reasonableness of the higher rate.

Wilckes-Martin-Wilckes Co. v. Baltimore & Ohio R. R. Co. et al., 18 I. C. C., 610.

Wilhoit v. Missouri, Kansas & Texas Ry. Co., 12 I. C. C., 138.

Cited: Wilhoit v. Mo., Kans. & T. Ry. Co., 12 I. C. C., 159.

Rates on oil from Kansas producing points are in the main constructed with the view of placing and keeping the several oil producing points on as near an equal footing as possible in the markets upon which they must depend.

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 to scrutinize from the narrowest viewpoint.

Wilhoit v. Missouri, Kansas & Texas Ry. Co., 12 I. C. C., 158.

Cited: Muskogee Traffic Bu. v. A., T. & S. F. Ry. Co., 17 I. C. C., 173.

Quoted: Greater Des Moines Com. v. C., M. & St. P. Ry. Co., 18 I. C. C., 78.

Distances as the sole basis of rate-making.

Wilhoit v. Missouri Pacific Ry. Co., 12 I. C. C., 137.

Wilkoff Bros. Co. v. Pittsburg & Lake Erie R. R. Co. et al., 21 I. C. C., 684.

Willamette Pulp & Paper Co. v. Boston & Albany R. R. Co. et al., 21 I. C. C., 178.

Willamette Pulp & Paper Co. v. Northern Pacific Ry. Co. et al., 18 I. C. C., 388.

Williams v. C. & S. Ry. Co. (U. R. A-385), 28 I. C. C., 738.

Williams, R. H., v. Great Northern Ry. Co. et al., 21 I. C. C., 683.

Williams, O. L., v. Louisville & Nashville R. R. Co., 8 I. C. C., 377.

See Savannah Bureau of Freight & Trans. v. Louisville & Nashville R. R. Co.

Williams, P. P. Co. v. Vicksburg, Shreveport & Pacific Ry. et al., 16 I. C. C., 482.

Quoted: Sheridan Chamber of Com. v. C., B. & Q. R. R. Co., 26 I. C. C., 654.

Cited: Norman Lumber Co. v. L. & N. R. R. Co., 29 I. C. C., 565, 575.

"Stated in other words, differentials diminish with increasing distance and vanish when the mileage on which the differential is based becomes inconsiderable in proportion to the total mileage from basing point to destination."

Williams, Nathan B., v. Wells, Fargo & Co., 18 I. C. C., 17.

Williams v. W. M. Ry. Co. (U. R. A-365), 28 I. C. C., 736.

Williams & Sheldon Co. v. S. A. L. Ry. (5342), 28 I. C. C., 714.

Williams-Voris Lumber Co. v. Louisville & Nashville R. R. Co. et al., 21 I. C. C., 677.

Williamson Veneer Co. v. T. C. R. Co. (U. R. A-108), 27 I. C. C., 708.

Williamson, Sam, v. Oregon Short Line R. R. Co., 15 I. C. C., 228.

Cited: Keich Mfg. Co. v. St. L. & S. F. R. R. Co., 15 I. C. C., 232.
Special circular No. 6 explained.

Williar, H. R., v. Canadian Northern Quebec Ry. Co. et al., 17 I. C. C., 304.

Cited: Shoupe & Co. v. T. & B. V. Ry. Co., 26 I. C. C., 571.

Carriers charged with exacting an unreasonable rate can not escape liability solely upon ground that shipment could have been transported via a route carrying a lower rate. If the rate assessed was in fact unreasonable, defendants should be required to make reparation irrespective of the fact that the shipper would have enjoyed a lower rate if his shipments had moved through a different gateway.

Willingham, E. J., v. Central of Georgia Ry. Co. et al., 16 I. C. C., 604.

Willis, A. & Co. v. A., T. & S. F. R. Co., 24 I. C. C., 718.

Willingham Fruit Co. v. Central of Georgia Ry. Co. et al., 16 I. C. C., 604.

Willison Co. v. Central Vermont Ry. Co. (1809), 14 I. C. C., 643.

Willman & Co. v. St. L., I. M. & S. R. Co., 22 I. C. C., 405.

Modified: Lathrop Lumber Co. v. A. G. S. R. R. Co., 27 I. C. C., 251.

In misrouting cases, a lower state rate not on file with the Commission may be accepted as a basis for reparation when officially verified by the local authorities.

Cited: Minneapolis Civic & Commerce Asso. v. C., M. & St. P. Ry. Co., 30 I. C. C., 665.

State rates afford standards of comparison of greater or less value according as they appear to be reasonable. This is especially so when the rates are acquiesced in by the carriers.

Wills & Botts v. St. Louis & San Francisco R. R. Co. (1105), 15 I. C. C., 637.

Wilmington & Northern R. R. Co., Paine Bros. & Co. v., 7 I. C. C., 218.

See Paine Bros. & Co. v. Lehigh Valley R. R. Co.

Wilmington & Weldon R. R. Co., Alleged Unlawful Charges for Transportation of Vegetables, 8 I. C. C., 585.

Wilmington & Weldon R. R. Co., Chicago Freight Bureau v., 6 I. C. C., 195.

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

Wilmington & Weldon 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.*

Wilmington & Weldon R. R. Co., Hilton Lumber Co. v., 9 I. C. C., 17.

Wilmington & Weldon R. R. Co., Charles P. Perry v., 5 I. C. C., 97.

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

Wilmington & Weldon 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.*

Wilmington & Weldon R. R. Co., J. M. Rising v., 5 I. C. C., 120.

Wilmington & Weldon R. R. Co., Truck Farmers' Asso. of Charleston and Vicinity v., 6 I. C. C., 295.

See *Truck Farmers' Asso. of Charleston, etc., v. Northeastern R. R. Co. of S. C.*

Wilmington & Weldon 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.*

Wilmington, Columbia & Augusta R. R. Co., Alleged Unlawful Charges for Transportation of Vegetables, 8 I. C. C., 585.

Wilmington, Columbia & Augusta R. R. Co., Chicago Freight Bureau v., 6 I. C. C., 195.

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

Wilmington, Columbia & Augusta 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.*

Wilmington, Columbia & Augusta R. R. Co., Charles P. Perry v., 5 I. C. C., 97.

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

Wilmington, Columbia & Augusta 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.*

Wilmington, Columbia & Augusta R. R. Co., J. M. Rising v., 5 I. C. C., 120.

Wilmington, Columbia & Augusta R. R. Co., Truck Farmers' Asso. of Charleston and Vicinity v., 6 I. C. C., 295.

See *Truck Farmers' Asso. of Charleston, etc., v. Northeastern R. R. Co. of S. C.*

Wilmington, Columbia & Augusta 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.*

Wilmington Tariff Asso. v. Cinn., Portsmouth & Virginia R. R. Co., 9 I. C. C., 118.

Carriers ordered to cease charging the existing rates from Chicago, Ill., and other points, which are considerably higher to Wilmington, N. C., than to Norfolk and Richmond, Va., on the ground that the existing rates are unduly prejudicial to Wilmington.

Interstate Commerce Commission v. Cincinnati, Portsmouth & Virginia R. R. Co.

124 Fed., 624. August 10, 1903.

C. C. E. D. N. C. Purnell, J.

Commission'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., 248.

Where a certain relation is observed between rates from certain points, that should be taken as a measure of difference which should properly be observed when traffic moves from points further west of one of these points.

Cited: *Corporation Commission, North Carolina, v. N. & W. Ry. Co.,* 19 I. C. C., 308.

Questions relating to adjustment of rates to the Virginia cities from both the east and the west have been several times considered by Commission.

Wilsey & Shaffer Mfg. Co. v. V. S. & P. R. Co., 24 I. C. C., 703.

Wilson v. Chicago, Milwaukee & St. Paul Ry. Co., 14 I. C. C., 549.

Wilson Bros. v. D., L. & W. R. Co., 25 I. C. C., 11.

Wilson, Charles M., v. Rock Creek Ry. Co. of the D. of C., 7 I. C. C., 83.

Cited and quoted: *West End Imp. Club v. O. & C. B. Ry. & B. Co.,* 17 I. C. C., 242, 249.

Cited: *Citizens of Somerset v. Wash. Ry. & El. Co.*, 22 I. C. C., 189.

Street railway companies engaged in transporting suburban passengers between points in the District of Columbia and points in an adjoining State is subject to provisions of the Act.

Cited: *Kansas City, Mo., v. K. C. V. & T. Co.*, 24 I. C. C., 25.

Trolley lines carrying passengers between two States are subject to the Act.

Wilson, Joseph C., v. Colo. Fuel & Iron Co., 6 I. C. C., 488.

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

Wilson, J. C., v. Commercial Club of Omaha, 6 I. C. C., 647.

See *Commercial Club of Omaha v. Chicago, Rock Island & Pacific Ry. Co.*

Wilson, Joseph C., v. Johnston-Larimer Dry Goods Co., 6 I. C. C., 568.

See *Johnston-Larimer Dry Goods Co. v. Atchison, Topeka & Santa Fe Ry. Co.*

Wilson, A. F., v. Oregon R. R. & Navigation Co. et al., 17 I. C. C., 630.

Wilson Bros. Lumber Co. v. Norfolk & Southern R. R. Co. et al., 19 I. C. C., 293.

Wilson Bros. Lumber Co. v. Pittsburg, Shawmut & Northern R. R. Co. et al., 21 I. C. C., 672.

Wilson Bros. Lumber Co. v. W. M. R. Co., 22 I. C. C., 659.

Wilson Lime & Cement Co. v. C., C., C. & St. L. R. Co., 25 I. C. C., 366.

Wilson Produce Co. v. Pa. R. R. Co., 14 I. C. C., 170.

Modified as to amount: *N. Y. Hay Exchange v. P. R. R. Co.*, 14 I. C. C., 186.

Reaffirmed: *Joyne v. P. R. R. Co.*, 21 I. C. C., 458.

Cited: *Investigation and Suspension Docket No. 83*, 25 I. C. C., 315.

Cited: *Wholesale Produce Dealers' Asso. v. L. I. R. R. Co.*, 26 I. C. C., 413.

The purpose of imposing these charges in addition to ordinary demurrage is to prevent gross abuse upon the part of shippers in using the cars of the carriers as storehouses from which to conduct their business. The charges in the present case was against all kinds of traffic, and the record contains no evidence of wanton failure to unload in case of any particular class of shippers.

Cited: Wilson Produce Co. v. Pa. R. R. Co., 16 I. C. C., 116.
Petition to rehear was granted. Former views reaffirmed.

Cited: Peale, Peacock & Kerr v. C. R. R. Co. of N. J., 18 I. C. C., 27, 33.

The necessity of demurrage regulations and power of Commission to regulate terminal charges.

Cited: New Orleans Storage Rules and Regulations, 28 I. C. C., 607.

A carrier may impose warehouse charges on an ascending scale such as will require the removal of freight.

Wilson Produce Co. et al. v. Pennsylvania R. R. Co., 16 I. C. C., 116.

Reaffirmed: Joynes v. P. R. R. Co., 21 I. C. C., 458.

Cited: Wholesale Produce Asso. v. L. I. R. R. Co., 26 I. C. C., 414.

As to track storage charges of defendant levied in addition to demurrage charges.

Wilson Produce Co. v. Pennsylvania R. R. Co., 19 I. C. C., 1.

Wilson, J. H. Saddlery Co. v. Colorado & Southern Ry. Co. et al., 18 I. C. C., 220.

Windmills and Other Commodities, 29 I. C. C., 643.

Windsor Milling & Elevator Co. v. Colorado & Southern Ry. Co. et al., 16 I. C. C., 349.

Windsor Milling Co. & Elevator Co. v. Colorado & Southern Ry. Co. et al., 20 I. C. C., 662.

Windsor Milling & Elevator Co. v. C. & S. R. Co., 23 I. C. C., 710.

Windsor Turned Goods Co. v. Chesapeake & Ohio Ry. Co. et al., 18 I. C. C., 162.

Winkel, J. A. & Co. v. Chicago, Milwaukee & St. Paul Ry. Co. et al., 18 I. C. C., 625.

Winkel, J. A. & Co. v. Chicago, Milwaukee & St. Paul Ry. Co. et al., 18 I. C. C., 627.

Winkel, J. A. & Co. v. Spokane International Ry. Co. et al., 18 I. C. C., 618.

Winfield Commercial Club v. Chicago, Rock Island & Pacific Ry. Co. et al., 21 I. C. C., 663.

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

- Winona Carriage Co. v. Pennsylvania R. R. Co. et al.**, 18 I. C. C., 334.
- Winona Malting Co. v. Chicago, Milwaukee & St. Paul Ry. Co. et al.**, 17 I. C. C., 619.
- Winona Wagon Co. v. Chicago, Milwaukee & St. Paul Ry. Co. et al.**, 18 I. C. C., 613.
- Winston-Salem Port of Trade v. Norfolk & Western Ry. Co.**, 16 I. C. C., 12.
- Winston-Salem Board of Trade v. N. & W. R. Co.**, 26 I. C. C., 146.
- Winterbotham, J. U. & Sons v. M. C. R. Co.**, 24 I. C. C., 722.
- Winterbotham, J. H. & Sons, Inc., v. Missouri Pacific Ry. Co. et al.**, 21 I. C. C., 266.
- Winterbotham, J. H. & Sons, Inc., v. St. Louis & San Francisco R. R. Co. et al.**, 21 I. C. C., 266.
- Winter's Metallic Paint Co. v. Atchison, Topeka & Santa Fe Ry. Co.**, 13 I. C. C., 409.
- Winters Metallic Paint Co. v. C. & E. I. R. Co.**, 23 I. C. C., 711.
- Winters Metallic Paint Co. v. Chicago, Milwaukee & St. Paul Ry. Co. et al.**, 16 I. C. C., 562, 587.
- Cited:* **Winters Metallic Paint Co. v. Chicago, Milwaukee & St. Paul Ry. Co. et al.**, 18 I. C. C., 597.
- Rates on ground iron ore from same point of origin to points in Western Trunk Line territory, which do not include Denver, entitled to Class D rates in Western Classification.
- Cited:* **Ralston Townsite Co. v. M. P. Ry. Co.**, 22 I. C. C., 357.
- The Commission may not require a carrier to construct a "private sidetrack," its power extends only to requiring "a switch connection" with a private sidetrack.
- Winter Metallic Paint Co. v. Chicago, Milwaukee & St. Paul Ry. Co. et al.**, 18 I. C. C., 596.
- Winters Metallic Paint Co. v. C., M. & St. L. R. Co.**, 26 I. C. C., 721.
- Winters Metallic Paint Co. v. Pere Marquette R. R. Co. et al.**, 16 I. C. C., 587.
- See **Winters Metallic Paint Co. v. C., M. & St. P. Ry. Co.**
- Wiprud, S. T., v. Chicago, Milwaukee & St. Paul Ry. Co. et al.**, 18 I. C. C., 628.

- Wisconsin Bridge & Iron Co. v. Chicago, Milwaukee & St. Paul Ry. Co.** (966), 12 I. C. C., 586.
- Wisconsin Bridge & Iron Co. v. Chicago, Milwaukee & St. Paul Ry. Co. et al.**, 18 I. C. C., 626.
- Wisconsin Bridge & Iron Co. v. C., M. & St. P. R. Co.**, 23 I. C. C., 717.
- Wisconsin Bridge & Iron Co. v. C., M. & St. P. R. Co.**, 24 I. C. C., 700.
- Wisconsin Carriage Co. v. P. M. R. Co.**, 25 I. C. C., 713.
- Wisconsin Central Ry. Co. et al., Bedingfield & Co. v.**, 16 I. C. C., 93.
- Wisconsin Central Ry. Co., Chicago Live Stock Ex. v.**, 10 I. C. C., 428.
- See *Chicago Live Stock Exchange v. Chicago Great Western Ry. Co.*
- Wisconsin Central Ry. Co., Hartman Furniture & Carpet Co. v.**, 15 I. C. C., 530.
- Wisconsin Central Ry. Co. et al., Howard, E. A. & Co. v.**, 18 I. C. C., 308.
- Wisconsin Central Ry. Co., Howard & Co. v.**, 23 I. C. C., 715.
- Wisconsin Central Ry. Co. et al., Menasha Woodenware Co. v.**, 17 I. C. C., 625.
- Wisconsin Central Ry. Co. et al., Menasha Woodenware Co. v.**, 17 I. C. C., 626.
- Wisconsin Central Ry. Co. et al., Menasha Woodenware Co. v.**, 19 I. C. C., 614.
- Wisconsin Central Ry. Co. et al., Minneapolis Dry Good Co. v.**, 17 I. C. C., 620.
- Wisconsin Central Ry. Co., Patten v.**, 14 I. C. C., 189.
- Wisconsin Central Ry. Co., Termatt & Monahan Co. v.**, 14 I. C. C., 109.
- See *Oshkosh Logging Tool Co. v. C. & N. W. Ry. Co.*
- Wisconsin Coal Co. v. P. M. R. R. Co.**, 28 I. C. C., 645.
- Wisconsin Iron & Metal Co. v. Chicago, Milwaukee & St. Paul Ry. Co. et al.**, 20 I. C. C., 664.
- Wisconsin Pearl Button Co. v. Chicago, St. Paul, Minneapolis & Omaha Ry. Co. et al.**, 16 I. C. C., 80.
- Wisconsin Pulp & Paper Manufacturers v. Chicago, Milwaukee & St. Paul Ry. Co.**, 19 I. C. C., 610.

Wisconsin Pulp & Paper Manufacturers v. Duluth R. R. Co. et al., 19 I. C. C., 610.

Wisconsin Pulp & Paper Manufacturers v. Pere Marquette R. R. Co. et al., 19 I. C. C., 602.

Wisconsin Pulp Wood Co. v. G. N. R. Co., 22 I. C. C., 594.

Cited: Rhinelander Paper Co. v. M., St. P. & S. Ste. M. Ry. Co., 26 I. C. C., 105.

For a haul of 125 miles from Ericson's Spur, Minn., to Superior, Wis., a rate of 6 cents was prescribed in cited case.

Cited: Pulp & Paper Mfrs.' Traffic Asso. v. C., M. & St. P. Ry. Co., 27 I. C. C., 84.

Rates on wood pulp from Minnesota points to Superior, Wis., held should not exceed rates on lumber between same points.

Wisconsin R. R. Commission v. Chicago & North Western Ry. Co., 16 I. C. C., 85.

Wisconsin R. R. Commission v. Chicago, Milwaukee & St. Paul Ry. Co., 16 I. C. C., 85.

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

See also *Inland Steel Co. v. P. & L. E. R. R. Co.*

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

Cited: Wickwire Steel Co. v. N. Y. C. & H. R. R. R. Co., 30 I. C. C., 416.

Rates on coke from Connellsville to Chicago district.

Wisconsin University v. C., C. & St. L. Ry. Co. (5727), 28 I. C. C., 717.

Wisconsin State Millers' Asso. v. C., M. & St. P. R. Co., 23 I. C. C., 494.

Withdrawal of Joint Rates on Grain via Minnesota Transfer, 26 I. C. C., 595.

Witt & Watkins 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.*

Witt & Watkins 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.*

- Wolf, John G., v. Chicago, Milwaukee & St. Paul Ry. Co. et al.**, 18 I. C. C., 627.
- Wolf & Sons v. C. R. R. Co. of N. J.** (U. R. A-298), 28 I. C. C., 727.
- Wolf Bros. v. Allegheny Valley Ry. Co.**, 7 I. C. C., 40.
- Wolf, Fred W. Co. v. Mallory S. S. Co.**, 23 I. C. C., 490.
- Wolf Milling Co. v. Atchison, Topeka & Santa Fe Ry. Co. et al.**, 21 I. C. C., 680.
- Wolter, Fred, v. St. Louis & San Francisco R. R. Co. et al.**, 18 I. C. C., 619.
- Wolverine Brass Works v. G. R. & I. R. Co.**, 26 I. C. C., 716.
- Wood & Skilton v. Seaboard Air Line Ry. et al.**, 20 I. C. C., 657.
- Wood, D. E. Butter Co. v. Cleveland, Cincinnati, Chicago & St. Louis Ry. Co. et al.**, 16 I. C. C., 374.
- Woodburn Elevator & Milling Co. v. L. & N. R. R. Co.** (5147), 29 I. C. C., 710.
- Woods, H. Co. v. A., T. & S. F. R. Co.**, 22 I. C. C., 585.
- Woods, H. Co., Bankrupt, v. A. C. L. R. Co.**, 23 I. C. C., 251.
- Woods Co., Byrnes, Trustee for, v. A. C. L. R. R. Co.** (U. R. A-492), 29 I. C. C., 729.
- Woods-Evertz Stove Co. v. C., R. I. & P. Ry. Co.** (U. R. A-469), 29 I. C. C., 726.
- Woodward & Dickerson v. Louisville & Nashville R. R. Co. et al.**, 17 I. C. C., 9.
- Woodward & Dickerson v. Louisville & Nashville R. R. Co.**, 15 I. C. C., 170.

Carriers ordered to pay to complainant, as reparation, the difference between the rate actually paid and the rate applicable via route designated by the shipper on the ground that the carriers had misrouted a shipment of crude phosphate rock, moving from St. Blaise, Tenn., to Riddlesburg, Pa. A letter from complainant, setting forth the facts, was held to constitute a sufficient complaint to stop the running of the statute of limitations.

Dickerson v. Louisville & Nashville R. R. Co.

187 Fed., 874. July 26, 1910.

C. C. S. D., Ohio, W. D. Hollister, J.

Damages awarded on basis of Commission's award of reparation.

Louisville & Nashville R. R. Co. v. Dickerson.

191 Fed., 705. November 7, 1911.

C. C. A. 6th Cir. Knappen, J.

Lower court sustained. Judgment included an allowance of attorney's fee in both courts.

Cited: Woodward & Dickerson v. L. & N. R. R. Co., 17 I. C. C., 9.
Petition for rehearing denied.

Cited: Fisk & Sons v. B. & M. R. R., 19 I. C. C., 300.

A letter clearly setting forth the carriers, date, rate, weight and points of origin and destination sufficient to stop running of statute.

Woodward-Bennett Co. v. S. P., L. A. & S. P. R. R. Co., 29 I. C. C., 664.

Woodward, Wight & Co. v. Chicago, Burlington & Quincy R. R. Co. et al.,
18 I. C. C., 500.

Woodward, Wight & Co. et al. v. Illinois Central R. R. Co. et al., 20 I. C. C., 654.

Wool Growers' National Association v. Oregon Short Line R. R. Co. et al.,
20 I. C. C., 658.

Wool Rates Between Massachusetts and Maine, 28 I. C. C., 396.

Woolf, John C., v. Southern Ry. Co., 6 I. C. C., 588.

Woolworth & Co. v. L. & N. R. Co. (U. R. A-132), 27 I. C. C., 711.

Worcester Excursion Car Co. v. Pennsylvania R. R. Co., 3 I. C. C., 577.

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

Act to regulate commerce does not prevent a railroad from hauling a particular make of private car.

Wrapping Paper Rates from East Moss Point, Miss. (U. R. A-546), 29 I. C. C., 736.

Wright v. C. & N. W. Ry. Co. (U. R. A-451), 29 I. C. C., 723.

Wright, J. W & Co. v. V. R. Co., 25 I. C. C., 214.

Wright & Wilhelmy Co. v. C. G. W. R. Co., 25 I. C. C., 712.

Wright-Backman Lumber Co. v. B. & O. R. Co., 26 I. C. C., 720.

Wright Carriage Body Co. v. C., B. & Q. R. Co., 26 I. C. C., 720.

Wright Wire Co. et al. v. Pittsburgh & Lake Erie R. R. Co. et al., 21 I. C. C., 64.

Wrigley, Wm., Jr., v. Cleveland, Cincinnati, Chicago & St. Louis Ry. Co., 10 I. C. C., 412.

Wyatt & Green Paper Box Co. v. C., B. & Q. R. R. Co. (6510), 30 I. C. C., 715.

Wyeth Hardware & Mfg. Co. v. C. G. W. R. R. Co. (6107), 28 I. C. C., 721.

Wylie, W. W., v. Northern Pacific Ry. Co., 11 I. C. C., 145.

Cited: Exchange of Free Transportation, 12 I. C. C., 42.

Cited: Bayou City Rice Mills v. T. & N. O. R. R. Co., 18 I. C. C., 493.

A company operating omnibuses and express wagons for the transfer of passengers and baggage from one depot to another is not a common carrier under the Act.

Cited: Cosmopolitan Shipping Co. v. Hamburg-Am. Packet Co., 13 I. C. C., 281.

"Joint rates" cannot be made between carriers subject to the Act and those not so subject.

Wylie Bros. Co. v. S. P. & S. R. Co., 26 I. C. C., 717.

Wyman, Partridge & Co. v. Boston & Maine R. R., 13 I. C. C., 258.

Cited: Wyman, Partridge & Co. v. B. & M. R. R., 15 I. C. C., 577.

Petition to rehear allowed in connection with the marine insurance requirement.

Cited: Wyman, Partridge & Co. v. Boston & Maine R. R., 19 I. C. C., 551.

Reparation awarded because of unreasonable rate advances to cover marine insurance protection which was never given.

Reaffirmed: Com. Club of Omaha v. B. & O. R. R. Co., 27 I. C. C., 657.

The through rates from trunk line and C. F. A. territories to the Twin Cities.

Wyman, Partridge & Co. v. Boston & Maine R. R., 15 I. C. C., 577.

Cited: Wyman, Partridge & Co. v. Boston & Maine R. R., 19 I. C. C., 551.

Reparation awarded because of unreasonable rate advances to cover marine insurance protection which was never given.

Cited: Com. Club of Duluth v. B. & O. R. R. Co., 27 I. C. C., 650.

The proximity of the Twin Cities to the head of the lakes has had and still has a material influence upon their rates.

Wyman, Partridge & Co. et al. v. Boston & Maine R. R. et al., 19 I. C. C., 551.

Cited: Com. Club of Duluth v. B. & O. R. R. Co., 27 I. C. C., 650.

The proximity of the Twin Cities to the head of the lakes has had and still has a material influence upon their rates.

Y

Yawman & Erbe Manufacturing Co. v. Atchison, Topeka & Santa Fe Ry. Co. (850), 12 I. C. C., 583.

Yawman & Erbe Manufacturing Co. v. Atchison, Topeka & Santa Fe Ry. Co., 15 I. C. C., 260.

Yazoo & Mississippi Valley R. R. Co., Anderson-Tully Co. v. (6355), 29 I. C. C., 714.

Yazoo & Mississippi Valley R. R. Co., C. M. Barrow v., 10 I. C. C., 333.

Yazoo & Mississippi Valley R. R. Co., Bomer & Bomer v. (5481), 30 I. C. C., 712.

Yazoo & Mississippi Valley R. R., Cohn Bros. v. (1190), 12 I. C. C., 589.

Yazoo & Mississippi Valley R. R. Co. et al., Davenport Commercial Club v., 16 I. C. C., 209.

Yazoo & Mississippi Valley R. R. Co. et al., Davenport Commercial Club v., 20 I. C. C., 19.

Yazoo & Mississippi Valley R. R. Co., Dixie Dairymen's Asso. v., 27 I. C. C., 618.

Yazoo & Mississippi Valley R. R. Co., Fitzpatrick Drug Co. v. (5762), 30 I. C. C., 712.

Yazoo & Mississippi Valley R. R. Co., Holley Matthews Mfg. Co. v., 15 I. C. C., 436.

Yazoo & Mississippi R. R. Co. et al., Howard, E. A. & Co. v., 18 I. C. C., 308.

Yazoo & Mississippi Valley R. R. Co., Lyon Cypress Lumber Co. v. (U. R. A-224), 27 I. C. C., 724.

Yazoo & Mississippi Valley R. R. Co., Mary Mac Plantation Co. v. (U. R. A-109), 27 I. C. C., 708.

Yazoo & Mississippi Valley R. R. Co., May Bros. v., 26 I. C. C., 323.

See May Bros. v. Y. & M. V. R. R. Co.

Yazoo & Mississippi Valley R. R. Co., Planters' Gin & Compress Co. et al. v., 16 I. C. C., 131.

See *Planters' Gin & Compress Co. v. Y. & M. V. R. R. Co.*

Yazoo & Mississippi Valley R. R. Co., Pole Stock Lumber Co. v., 26 I. C. C., 451.

Yellow Pine Co. of Philadelphia v. A. C. L. R. R. Co. (U. R. A-404), 29 I. C. C., 717.

Yellowstone National Park Transportation Co., William W. Wylie v., 11 I. C. C., 145.

See *Wylie v. Northern Pacific Ry. Co.*

Yellowstone Park Association v. William W. Wylie, 11 I. C. C., 145.

See *Wylie v. Northern Pacific Ry. Co.*

Yetter Wall Paper Co. v. Atchison, Topeka & Santa Fe Ry. Co. (986), 12 I. C. C., 586.

Yetter Wall Paper Co. v. N. Y. Central & Hudson River R. R. Co. (987), 12 I. C. C., 587.

Young, C. E. & Son v. C. P. R. Co., 26 I. C. C., 716.

Young, C. E. & Son v. C. V. R. Co., 26 I. C. C., 718.

Young, Sam T., v. Louisville & Nashville R. R. Co. et al., 19 I. C. C., 605.

Young & Cutsinger v. I. C. R. Co., 26 I. C. C., 721.

Young & Cutsinger v. L. & N. R. R. Co. (U. R. A-561), 30 I. C. C., 718.

Young & Vann Supply Co. v. Louisville & Nashville R. R. Co., 21 I. C. C., 685.

Youngblood, W. F., v. Texas & Pacific Ry. Co. et al., 21 I. C. C., 569.

Distinguished: *International Agr'l. Corp. v. L. & N. R. R. Co.,* 29 I. C. C., 394.

In cited case the commission firm that filed the original complaint was the agent of Youngblood, the shipper, in the payment of the freight, on which reparation was sought. It was a part of their duty to see that the freight paid was correct and to file claim for any overcharge or other unreasonable exaction. In filing the complaint they were acting for the shipper. No such agency appears here and the running of the statute of limitation was not stopped as to certain interested parties when certain other shippers filed a complaint.

Youngstown Sheet & Tube Co. v. P. & L. E. R. Co., 27 I. C. C., 165.

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

Cited: Wickwire Steel Co. v. N. Y. C. & H. R. R. Co., 30 I. C. C., 416.
Coke rates, Connellsville to Youngstown, Ohio, considered in cited case.

Cited: Pittsburgh Steel Co. v. L. S. & M. S. Ry. Co., 27 I. C. C., 184.
The cited case affected an iron-ore traffic of about 6,000,000 tons and a coke traffic of 3,600,000 tons.

Cited: Hammerschmidt & Franzen Co. v. C. & N. W. Ry. Co., 30 I. C. C., 83.

Denial of reparation where no finding that rates have been unreasonable up to present time.

Youngstown Sheet & Tube Co. v. P. & L. E. R. R. Co., 29 I. C. C., 428.

Yuba Construction Co. v. C. & N. W. R. Co., 26 I. C. C., 724.

Yuba Construction Co. v. C., St. P., M. & O. R. Co. (U. R. A-239), 27 I. C. C., 726.

Z

Zang Brewing Co. v. Chicago, Burlington & Quincy R. R. Co. et al., 18 I. C. C., 337.

Zang, Ph. Brewing Co. v. Chicago, Burlington & Quincy R. R. Co., 19 I. C. C., 610.

Zang, Ph. Brewing Co. v. C., B. & Q. R. Co., 24 I. C. C., 704.

Zang, Ph. Brewing Co. v. C., B. & Q. R. Co., 26 I. C. C., 713.

Zang Brewing Co. v. Missouri Pacific Ry. Co. et al., 21 I. C. C., 666.

Zollerbach Paper Co. v. Atchison, Topeka & Santa Fe Ry. Co., 16 I. C. C., 128.

Zuber, John W., v. Central of Georgia Ry. Co. et al., 20 I. C. C., 668.

Zwick & Greenwald Wheel Co. v. C., N. O. & T. P. R. Co. (U. R. A-259), 27 I. C. C., 729.

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