

ORIGINAL

BEFORE THE RAILROAD COMMISSION OF THE STATE OF CALIFORNIA

Southwest Onyx & Marble Company,)
Complainant,)

vs.)

Case No. 2246

Atchison, Topeka and Santa Fe)
Railway Company, and)
Sierra Railway Company of)
California,)
Defendants.)

BY THE COMMISSION:

O P I N I O N

Complainant, a corporation, with its principal place of business at San Diego, California, is engaged in the dressing, lettering, polishing, manufacture, sale and distribution of articles made from stone, granite and marble. It is alleged by complaint filed June 7, 1926 that the rates assessed and collected on 3 carload shipments of rough marble blocks, moving during the period from March 1, 1924 to November 1, 1924 from Tuttletown to San Diego, were unjust and unreasonable to the extent they exceeded 47 cents per 100 pounds.

The shipments here involved were registered with the Commission on June 15, 1925, our file No. I.C. 33090, thus staying the statute of limitation.

Reparation only is sought. Rates will be stated in cents per 100 pounds.

Tuttletown is located on the Sierra Railway Company of California and San Diego on the Atchison, Topeka and Santa Fe Railway. The shipments moved via the Sierra Railway to Oakdale thence Atchison, Topeka and Santa Fe Railway. The rate assessed and collected on 2 carloads was 55 cents and on one carload 57½

cents. The 55 cent rate was a combination of commodity and class rates made over San Francisco, the factor from Tuttle town to San Francisco being $19\frac{1}{2}$ cents and from San Francisco to San Diego $35\frac{1}{2}$ cents. The $57\frac{1}{2}$ cent rate was a combination of commodity and class rates over Los Angeles, the factors being 36 cents from Tuttle town to Los Angeles and $21\frac{1}{2}$ cents beyond. The rate sought by complainant is based on the present combination of rates over Los Angeles, using the aforementioned commodity rate of 36 cents, Tuttle town to Los Angeles, plus a commodity rate of 11 cents, Los Angeles to San Diego, the latter established by defendant, Atchison, Topeka and Santa Fe Railway, effective February 15, 1925.

During the period the shipments here involved moved, the 11 cent factor from Los Angeles to San Diego was only applicable on marble blocks, dressed, chiseled, traced, polished, lettered or carved and it is maintained by complainant that the factor of $21\frac{1}{2}$ cents, Los Angeles to San Diego applicable on rough marble blocks, was unreasonable to the extent it exceeded the 11 cent rate on marble blocks in a further state of manufacture.

Defendant, Atchison, Topeka and Santa Fe Railway the only party interested admits the allegation of the complaint and have signified a willingness to make a reparation adjustment; therefore, under the issues as they now stand, a formal hearing will not be necessary.

Upon consideration of all the facts of record, we are of the opinion and find that the assailed rates were unjust and unreasonable to the extent they exceeded 47 cents; that complainant made the shipments as described, paid and bore the charges thereon and is entitled to reparation in the sum of \$121.60.

ORDER

This case being at issue upon complaint, full investi-

gation of the matters and things involved having been had, and basing this order on the findings of fact and conclusions contained in the opinion, which said opinion is hereby referred to and made a part hereof.

IT IS HEREBY ORDERED that defendants, The Atchison, Topeka and Santa Fe Railway Company and Sierra Railway Company of California, according as they participated in the transportation be, and they are, hereby authorized and directed to refund to complainant, Southwest Onyx & Marble Company reparation in the amount of \$121.60, account unreasonable charges collected on 3 carloads of rough marble blocks, involved in this proceeding, moving during the period from March 1, 1924 to November 1, 1924 from Tuttletown to San Diego.

Dated at San Francisco, California, this 2d day of

July 1926.

H. B. Brundage

C. L. Seaver

Ernest C. ...

Commissioners.