

Decision No. 17676

BEFORE THE RAILROAD COMMISSION OF THE STATE OF CALIFORNIA

ORIGINAL

Associated Oil Company,)
Complainant,)

vs.)

Southern Pacific Company,)
Defendant.)

CASE NO. 2287

BY THE COMMISSION:

O P I N I O N

Complainant, a corporation, organized under the laws of the State of California, with its principal place of business at San Francisco, California, is engaged in producing, refining and marketing petroleum and petroleum products.

By complaint filed October 26, 1925 it is alleged that the rates charged on 62 carloads of structural steel moved from Los Angeles to Avon and Mococo during the period from November 6, 1923 to February 24, 1924, were prejudicial to Avon and Mococo and preferential to other points located on San Francisco Bay, to the extent they exceeded a rate of 25 cents per 100 pounds. The statute of limitation was tolled by registering the claim under informal complaint No. 34016, November 4, 1925.

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

Destination points involved are located on San Francisco Bay. Avon is 38 miles from San Francisco and 3.2 miles from Bay Point. Mococo is 36 miles from San Francisco and 1.3 miles from Martinez. Under specific application of rates shown in Southern Pacific Tariff 230-I, C.R.C.2826, rates to or from Bay Point were applicable on carload shipments consigned to Associated Oil Company, Avon. On December 25, 1923 defendant extended the switching limits of Martinez so as to include Mococo.

A commodity rate of $26\frac{1}{2}$ cents was charged on 24 carloads shipped to Avon, also on 4 carloads shipped to Mococo subsequent to December 25, 1923. A combination rate of 32 cents, composed of 25 cents to San Francisco and 7 cents beyond, was charged on 34 carloads shipped to Mococo prior to December 25, 1923.

Effective at time the shipments involved moved, there was a rate of $26\frac{1}{2}$ cents applicable on structural steel from Los Angeles to Bay Point and Martinez and a rate of 25 cents to San Francisco, Oakland, Richmond and Oleum. The rates were non-intermediate in application.

On July 15, 1924 defendant voluntarily established a rate of 25 cents on structural steel, carload, from and to the points involved in this proceeding. Complainant bases its plea for reparation upon the lower rate subsequently established.

Defendant admits the allegation of the complaint and has signified a willingness to make 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 unreasonable to the extent they exceeded the subsequently established rate of 25 cents; that complainant made the shipments as described, paid and bore the charges thereon, and is entitled to reparation.

Complainant will submit statement to defendant for check. Should it not be possible to reach an agreement as to the amount of reparation the matter may be referred to the Commission for further attention and the entry of a supplemental order, should such be necessary.

O R D E R

This case being at issue upon complaint and answer on file, full investigation of the matters and things involved having been had and basing this order on the findings of fact and the conclusions contained in the opinion, which said opinion is hereby referred to and made a part hereof,

IT IS ORDERED that defendant, Southern Pacific Company, is hereby authorized and directed to refund to complainant, Associated Oil Company of San Francisco, California, all charges which may have been collected in excess of 25 cents per 100 pounds for the transportation of 62 carloads of structural steel involved in this proceeding, forwarded during the period from November 6, 1923 to February 24, 1924 from Los Angeles to Avon and Mococo.

Dated at San Francisco, California, this 29th day of November, 1926.

H. B. ...
Chairman
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Thomas ...
Commissioners.