

ORIGINAL

Decision No. 20146.

BEFORE THE RAILROAD COMMISSION OF THE STATE OF CALIFORNIA

UNION OIL COMPANY OF CALIFORNIA,
Complainant,

vs.

SOUTHERN PACIFIC COMPANY,
NORTHWESTERN PACIFIC RAILROAD COMPANY,
Defendants.

Case No. 2577.

BY THE COMMISSION:

O P I N I O N

Complainant is a corporation, organized under the laws of the State of California, with its principal place of business at Los Angeles. By complaint filed July 27, 1928, it is alleged that the rate charged for the transportation of one carload of petroleum asphalt in wooden barrels shipped July 21, 1927, from Oleum to Petaluma was prejudicial to the extent it exceeded 7 cents per 100 pounds, the rate contemporaneously applicable on like traffic from Richmond to the same destination.

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

Oleum is on the Southern Pacific Company 11 miles east of Richmond; Petaluma is on the Northwestern Pacific Railroad Company 65 miles from Oleum and 54 miles from Richmond. At the time the shipment involved herein moved there was no through joint rate in effect on petroleum asphalt from Oleum to Petaluma. Charges

were assessed at the lawfully applicable rate of 10 cents, this rate being composed of a commodity rate of 3 cents, published in Item 4150-C of Southern Pacific Company Tariff 730-C, C.R.C.2904, Oleum to Richmond, and the Class "D" rate of 7 cents beyond, carload minimum weight 40,000 pounds, published in Pacific Freight Tariff Bureau Tariff 16-J, C.R.C. 326, F. W. Comph, Agent.

It has been the practice of defendants to maintain a parity of rates as between Oleum, Richmond and other refinery shipping points on San Francisco Bay, but this adjustment was disrupted October 1, 1926, when the Class "D" rate was reduced to 7 cents from Richmond to Petaluma and not from other points. Effective March 1, 1928, a specific rate of 7 cents on petroleum asphalt, carload minimum weight 40,000 pounds, was established from Oleum and other bay points to Petaluma, thereby removing the alleged prejudice.

Defendants admit the allegations 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 rate was unduly prejudicial to the extent it exceeded 7 cents; that complainant made the shipment as described, paid and bore the charges thereon, and is entitled to reparation. Complainant specifically waived interest in this proceeding.

Complainant will submit a statement to the defendants 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 an 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 precedes this order,

IT IS HEREBY ORDERED that the defendants, Southern Pacific Company and Northwestern Pacific Railroad Company, according as they participated in the transportation, be and they are hereby authorized and directed to refund to complainant, Union Oil Company of California, all charges they may have collected in the amount of the difference between the freight charges paid and those that would have accrued at 7 cents per 100 pounds on the shipment of petroleum asphalt involved in this proceeding and moved from Oleum to Petaluma during July, 1927.

Dated at San Francisco, California, this 21st day of August, 1928.

C. A. Sawyer

Thomas G. Lott

W. J. Cline
Commissioners.