

Decision No. 24717.

BEFORE THE RAILROAD COMMISSION OF THE STATE OF CALIFORNIA

GULF RED CEDAR COMPANY OF CALIF. INC.,
a corporation,

Complainant,

vs.

SOUTHERN PACIFIC COMPANY,

Defendant.

ORIGINAL

Case No. 3129.

BY THE COMMISSION:

O P I N I O N

By complaint filed October 5, 1931 and as amended complainant alleges that the charges assessed and collected on numerous carloads of rough cedar slabs or planks transported from Madera to Stockton during the period October 1, 1929 to March 31, 1931, inclusive, were unreasonable and excessive in violation of the Public Utilities Act.

Reparation only is sought. Rates are stated in cents per 100 pounds. One car, shipped from Madera October 1, 1929, was tendered for delivery October 4, 1929, or more than two years prior to the filing of the complaint. Under Section 71(e) of the Public Utilities Act it is therefore barred from further consideration.

Charges were assessed on complainant's shipments on basis of a commodity rate of 14 cents published in Southern Pacific Company Tariff 634-C, C.R.C. No. 2848. At the time the shipments moved there was in effect from Pinedale on the

Minarets and Western Railway to Stockton a rate of 13 cents. This rate was contained in Southern Pacific Company Joint Tariff No. 1015-B, C.R.C. No. 2923, and applied through Madera. Complainant contends that the 14-cent rate was unreasonable and excessive to the extent it exceeded the 13-cent rate applying from the more distant point of Pinedale.

Defendant admits the allegations of the complaint and has signified its 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 unreasonable and excessive to the extent it exceeded 13 cents, minimum 30,000 pounds. We further find that complainant made the shipments as described, paid and bore certain charges thereon and is entitled to reparation without interest on those shipments on which the cause of action accrued within the statutory period. Complainant specifically waived the payment of interest.

The exact amount of reparation due is not of record. Complainant will submit to defendant for verification a statement of the shipments made, together with proper proof that the charges were paid and borne by complainant. Upon payment of the reparation defendant will notify the Commission the amount thereof. Should it not be possible to reach an agreement as to the amount thereof 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 preceding opinion,

IT IS HEREBY ORDERED that defendant Southern Pacific Company be and it is hereby authorized and directed to refund without interest to complainant Gulf Red Cedar Company of California, Inc., all charges collected in excess of 13 cents per 100 pounds, minimum carload weight 30,000 pounds, for the transportation from Madera to Stockton of the shipments of rough cedar slabs or planks involved in this proceeding on which the cause of action accrued within the statutory period, and provided that such charges were paid and borne by complainant.

Dated at San Francisco, California, this 25th
day of April, 1932.

Al Jensen

Leon Whelan

M. P. ...

M. B. Harris

Frederic G. Stewart
Commissioners.