

ORIGINALDecision No. 11884

BEFORE THE RAILROAD COMMISSION OF THE STATE OF CALIFORNIA

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In the Matter of the Application of)
 ANDREW CASTRO for certificate of pub-)
 lic convenience and necessity to oper-) Application No. 8713.
 ate auto bus service between Castro-)
 ville, Calif. and Monterey U. S.)
 Monterey, Calif.)

Carmel Martin and J. McIntosh, for applicant.
 Harry A. Encoll by Jas. A. Miller, for
 Simonds & Moon, protestants.

BY THE COMMISSION:

O P I N I O N

This case was heard by Examiner Eddy at Monterey on March 22nd, at which time the matter was submitted and is now ready for decision.

The Board of Trustees of the Monterey Union High School owns a school bus seating 28 persons and for about three years prior to January 12, 1923, operated the same along the highway between Castroville and Monterey, a distance of 17 miles. The bus left Castroville at 7:45 each morning, stopping along the road to pick up students and reached the High School about 8:45 a.m. At 3:15 p.m., when school had closed for the day, the return trip was made to Castroville. Some question arose recently with respect to liability insurance. The Board was unable to secure such insurance and in order to relieve its members of personal liability in the event of accident, arranged to lease the bus to the applicant.

The Trustees are to pay Castro \$135.00 a month for performing the service, he to pay \$20.00 a month for the use of the bus. He is to furnish the driver, pay the license fee and all operating expenses of the bus, and the premium of \$164.00 a year on the liability insurance policy for \$25,000 to be taken out by him. The applicant lives at Castroville. The bus will be driven by his son, a student at the Monterey High School, and it will be operated on school days only, no service being performed on Saturdays, Sundays or holidays. No fares will be collected from the High School students who use the bus, the service being paid for by the Board of Trustees.

A train of the Southern Pacific leaves Castroville at 7:25 a.m. and reaches Monterey at 8:15; the return train leaves Monterey at 3:40 p.m. and arrives at Castroville at 4:15. Not only is the proposed service more convenient as to time, but the High School is about one mile from the Southern Pacific depot in Monterey.

Simonds & Moon, under the name of the Coast Transit Company, operate an automobile passenger service between Castroville and Monterey and at first opposed the granting of the application. This opposition was withdrawn, however, when the protestants were fully advised as to the character of the service to be performed by the applicant.

A certificate of public convenience and necessity will be granted the applicant to operate one round trip a day between Castroville and Monterey Union High School for the transportation only of pupils and teachers of that school, the bus to leave Castroville on or about 7:45 a.m., and Monterey on or about 3:15 p.m. The service authorized is to be operated on school days only, no trips to be made on Saturdays, Sundays, holidays or during the

regularly authorized school vacation periods. Our order will also require that no equipment other than that specifically described in the application shall be used in the service without first securing our specific approval therefor.

O R D E R

A public hearing having been held in the above entitled application, evidence submitted, and the Commission being fully advised,

THE RAILROAD COMMISSION OF THE STATE OF CALIFORNIA HEREBY DECLARES that public convenience and necessity require the operation by Andrew Castro of an automobile stage line as a common carrier of school children and school employees only, between Castroville and the Monterey Union High School at Monterey, California, during such period of the year as the above named school is open, and

IT IS HEREBY ORDERED that a certificate of public convenience and necessity be, and the same hereby is, granted, subject to the following conditions:

1. That no passengers whatsoever shall be transported by applicant herein other than pupils attending the Monterey Union High School or teachers or other employees of said school.

2. Applicant shall file his written acceptance of the certificate herein granted within a period of not to exceed ten days from date hereof; shall file in duplicate, tariff of rates and time schedules within a period of not to exceed twenty days from date hereof; such tariff of rates and time schedules to be identical with those attached to his application herein; and shall commence operation of the service herein authorized within a period of not to exceed thirty days from date hereof.

3. The rights and privileges herein authorized may not be discontinued, sold, leased, transferred nor

assigned unless the written consent of the Railroad Commission to such discontinuance, sale, lease, transfer or assignment has first been secured.

4. No vehicle may be operated by applicant herein unless such vehicle is owned by said applicant or is leased by him under a contract or agreement on a basis satisfactory to the Railroad Commission.

Dated at San Francisco, California, this 2^d
day of April, 1923.

C. Healey

H. B. Brundage

J. T. Whittney
Commissioners.