

Decision No. 22856.

BEFORE THE RAILROAD COMMISSION OF THE STATE OF CALIFORNIA.

BEKINS VAN LINES, INC., a corporation  
and LYON VAN LINES, INC., formerly  
known as CALIFORNIA HIGHWAY EXPRESS,  
a corporation,

Plaintiffs,

vs.

A. M. GRIGGS, doing business under the  
firm name and style of GRIGGS VAN &  
STORAGE COMPANY,

Defendant.

ORIGINAL

Case No. 2850.

Phil Jacobson for Plaintiffs.

G. G. Glick and J. G. Swan for Defendant.

BY THE COMMISSION:

O P I N I O N

A. M. Griggs, defendant herein, operating under the firm, name and style of Griggs' Van and Storage Company at Santa Barbara, California, conducts a general moving, storing, packing and shipping business by automotive truck between Santa Barbara and Los Angeles, and between Santa Barbara and San Francisco. Bekins Van Lines, Inc. and Lyon Van Lines, Inc., complainants herein, are common carriers of household goods and furniture between the same points, under authority of the Railroad Commission of California. The complaint alleges that defendant's operations are those of a common carrier under the statute, and that such operations, never having been authorized

by the Commission, are unlawful. Defendant duly filed his answer setting forth a general denial.

A public hearing was held by Examiner Cannon at Santa Barbara and the matter was submitted on briefs. It should be noted, however, that neither party to the proceeding filed such brief.

The testimony shows that defendant Griggs owns two trucks which he uses for the transportation of household goods and furniture, mainly between Santa Barbara and Los Angeles and between Santa Barbara and San Francisco. He does not operate upon a definite schedule and makes a trip whenever he can get a load, always endeavoring to pick up a load on the back-haul. He maintains an office in Santa Barbara where he also has a warehouse, and in Los Angeles has a point of contact where he is able to get in touch with his Santa Barbara office.

The defendant testified that he averaged about six trips a month to Los Angeles and one every two or three months to San Francisco. Each transaction is an individual agreement with the party for whom the goods are transported, based upon a price agreed upon. There are no written agreement or contracts. Most of the business is obtained through telephone inquiries, the defendant responding to such calls by personally visiting the inquirer, making an estimate of the weight of the goods, and quoting a price which usually approximates \$32 a ton plus loading and unloading charges. He carries a regular advertisement in the Santa Barbara telephone book in which he offers to "move, store, pack and ship" household goods. Periodically, he runs a brief advertisement in a Santa Barbara newspaper announcing the departure of a furniture van for San Francisco and soliciting business to make up a load. He testified

that he had never made regular trips at regular times between the points named in the complaint, or between any other points. In his trips between Santa Barbara and Los Angeles he uses four different routes and occasionally delivers goods to points beyond Los Angeles, such as Pasadena and Palm Springs. He further testified that his trucking business, other than purely local, aggregates about \$7,000 per year gross and that the character of his operations had not changed during the past seven years.

On November 18th, 1925, Griggs, defendant herein, applied to the Commission for a certificate of public convenience and necessity "to operate freight truck service between Los Angeles and Santa Barbara and between Santa Barbara and Oakland and intermediate points." He alleged in his application that he transported "household goods and furniture for several companies and innumerable individuals on a contract basis between various points in California," and declared it to be his belief that the service he was then performing under individual contract and on irregular schedules and over no fixed route, did not require certification by the Commission.

On December 31, 1925, the Commission rendered its decision in the Ben Moore case, holding that under the Auto Stage and Truck Transportation Act it possessed no certificating jurisdiction over an operator who engaged in a general trucking business without definitely fixed termini and not over any regular route or routes.

In view of this decision and upon the request of Griggs his application was dismissed without prejudice on October 25th, 1926, and his filing fee refunded.

Defendant testifies that his trucking operations are conducted in precisely the same manner as when he applied for a certificate some five years ago. If we were without

authority to assume jurisdiction over defendant's operations in 1925, and the character of such operations has not changed in the meantime, there remains nothing for us to do but to dismiss the complaint, and it will be so ordered.

O R D E R

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

IT IS HEREBY ORDERED that the above complaint be, and the same is hereby, dismissed

Dated at San Francisco, California, this 10th day of September, 1930.

C. C. Jensen  
Edward W. [unclear]

W. B. [unclear]

W. P. [unclear]  
Commissioners.