

BEFORE THE RAILROAD COMMISSION OF THE STATE OF CALIFORNIA

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In the Matter of the Application of E. R. BALL and F. E. HAYES for certificate of public convenience and necessity to operate a motor freight service, restricted to certain commodities entirely within California, between Los Angeles and contiguous territory and certain oil fields within the San Joaquin Valley and in connection therewith an unrestricted motor freight service between Los Angeles and contiguous territory and the foregoing territory within the San Joaquin Valley, but excluding between Los Angeles proper and the towns of Bakersfield, McKittrick, Fellows, Taft and Maricopa, also excluding all places on the main traveled highway intermediate between McKittrick, Fellows, Taft and Maricopa and places less than one-half mile interior from said highway.

ORIGINAL

) Application No. 16249

E. J. D. HODGE,

Complainant,

vs.

) Case No. 2922

E. R. BALL and F. E. HAYES, JOHN DOE, JANE DOE and MARY DOE, co-partners doing business under the firm name and style of OIL WELL EXPRESS; and OIL WELL EXPRESS, a copartnership,

Defendants.

MOTOR FREIGHT TERMINAL COMPANY, a corporation, and SAN JOAQUIN VALLEY TRANSPORTATION COMPANY, a corporation,

Complainants,

vs.

) Case No. 2939

E. R. VALL, F. E. HAYES, E. R. BALL and F. E. HAYES, as co-partners, GENERAL TRANSIT INC., a corporation, OIL FIELD EXPRESS, ONE DOE, TWO DOE, THREE DOE, FOUR DOE and FIVE DOE,

Defendants.

Rex W. Boston, for Complainants  
L. S. Bowers, for respondents E. R. Ball  
and F. E. Hayes  
Guy V. Shoup and W. S. Johnson, by W. S. Johnson,  
for Southern Pacific Company, intervenor on  
behalf of complainants  
Ed Stern, for Railway Express Agency, Incorporated,  
intervenor on behalf of complainants  
Atkinson and Downey, by Wallace K. Downey, for  
Motor Freight Terminal Company.

WHITSELL, Commissioner:

OPINION, FINDINGS AND JUDGMENT

Application 16849 was an application by E. R. Ball and F. E. Hayes for a certificate to operate a common carrier trucking service between Los Angeles and contiguous territory, and certain oil fields (Coalinga, Kettleman Hills, Belridge, McKittrick, etc.) in the San Joaquin Valley. Cases 2922 and 2939 were complaints alleging unauthorized operations on the part of E. R. Ball and F. E. Hayes, and others. Decision 23627 (April 27, 1931; Exhibit 1 in the present proceeding), denied the application and found as a fact that E. R. Ball and F. E. Hayes, co-partners, operating under the firm name and style of Oil Well Express, were engaged in operating a truck service as a common carrier, for compensation, without having secured from the Commission a certificate of public convenience and necessity, in violation of Statutes 1917, Chapter 213, as amended. (1)

(1) Decision 23627 states further that E. R. Ball was secretary and treasurer of General Transit, Inc.; that in July, 1930, Ball associated with him F. E. Hayes, took over the business of General Transit, Inc., and together established a business of their own under the name Oil Well Express, filing Application 16849 on August 25, 1930; that Decision 23012 in Case 2888, decided October 27, 1930, 35 C.R.C. 352, found that General Transit, Inc. had been operating a common carrier truck service between Los Angeles and Bakersfield, Taft, Fellows, McKittrick, Kettleman Hills, Coalinga, Poso Creek and Avenal without a certificate; that Decision 23012 ordered General Transit, Inc. to cease and desist from such unlawful operation; that Application 16849 was filed three days prior to the hearing of Case 2888; and that Oil Well Express continued to operate precisely as had General Transit, Inc.

Decision 23627 also ordered that E. R. Ball and F. E. Hayes, co-partners operating under the fictitious name and style of Oil Well Express, immediately cease and desist from the operation of an automobile truck line as a common carrier of property, and specifically between Los Angeles and contiguous territory, and certain oil fields in the San Joaquin Valley. (2)

The present record shows that personal service of Decision 23627 was made upon E. R. Ball and upon F. E. Hayes on September 15, 1931.

On December 22, 1931, the Application for Order to Show Cause and Affidavit of Service (hereinafter referred to as affidavit) of J. H. Wilson was filed, requesting that E. R. Ball and F. E. Hayes be ordered to show cause why they should not be punished for contempt, for failure to comply with the terms of Decision 23627. (3)

On December 31, 1931, the Commission issued its order to show cause, directing that E. R. Ball and F. E. Hayes appear before Commissioner Whitsell at Los Angeles on February 24, 1932, and then and there show cause why they should not be punished for contempt for their refusal, failure and/or omission to comply with the terms of the order of the Commission as set forth in the affidavit. On said date respondents appeared in person and were represented by counsel, and hearing on the order to show cause was had on February 24, 25 and 26, 1932.

(2) The record in the present proceeding shows that a petition for rehearing of Decision 23627 was filed on May 1, 1931, and that said petition was denied by Decision 23693 on May 13, 1931.

(3) Exhibit 3 shows that personal service of the affidavit and of the order to show cause was made upon F. E. Hayes on January 7, 1932. Exhibit 4 shows that personal service of the affidavit and of the order to show cause was made upon E. R. Ball on February 8, 1932.

The affidavit herein alleges in part that notwithstanding the order of the Commission, and with full knowledge of the contents and provisions thereof, defendants Ball and Hayes have refused and failed and do now refuse and fail to comply with its terms in that they have continued and are now continuing the operation of a common carrier truck line for compensation over public highways between fixed termini or over a regular route, and specifically between Los Angeles and contiguous territory on the one hand and certain oil fields in the San Joaquin Valley on the other hand.

Paragraph VII of the affidavit alleges in part that on or about October 8, 1931, E. R. Ball and F. E. Hayes, doing business under the fictitious name and style of Oil Well Express, owned and/or controlled and/or operated and/or managed an auto truck bearing license number PC K3083, and also bearing a sign board with the inscription "Oil Well Express, Private Carrier", which truck was used in the business of transportation of property as a common carrier for compensation between fixed termini or over a regular route over the highways of the state. It is alleged further that said truck, on or about the above date, transported miscellaneous shipments of merchandise from Los Angeles and contiguous territory on the one hand to the following consignees at the following points on the other hand;

"Shipment of pipe to Hooper Machine Works, 2300 L Street, Bakersfield; six pieces of machine parts to Milham Exploration Company, at Button-Willow Camp one drill to Belridge Oil Company Well No. 64; eight wooden boxes, one case, one bundle and four small packages of merchandise, also two automobile tires to Byron-Jackson Company at Avenal; one bundle of merchandise; one shipment consisting of numerous pieces of machine parts, also one shipment of lead pipe to National Supply Company

of California at Avenal; two pieces of heavy pipe to Globe Oil Tool Company, at Avenal; one case of merchandise to North American Oil Company Boarding House at Avenal; one shipment of miscellaneous small hardware to Hydril Company Warehouse, Kettleman Hills, nine milk cans to Standard Oil Company Warehouse, Kettleman Hills".

Paragraph VII further alleges in substance that on or about November 17, 1931, truck bearing license number PC E-384 transported miscellaneous shipments from Los Angeles and contiguous territory to the following consignees;

National Supply Company of California at Bakersfield  
Hopper Machine Works at Bakersfield  
Standard Oil Company of California at Taft  
Emsco Derrick & Equipment Company at Taft  
Standard Oil Company of California (welding shop)  
at Taft  
Hamer Oil Tool Company at Taft  
National Supply Company of California at Taft

The same paragraph of the affidavit alleges that on or about November 18, 1931, truck bearing license number PC K3083 transported miscellaneous shipments from Los Angeles and contiguous territory to the following;

Kern Welding Company, Bakersfield  
C. A. Dean Welding & Machine Works, Bakersfield  
Byron-Jackson Pump Company, Taft  
National Supply Company of California, Taft  
Republic Supply Company, Taft  
Baash Ross Tool Company, Taft  
Emsco Derrick and Equipment Company, Taft  
Belridge Oil Company, Belridge  
Continental Oil Company, Belridge  
Byron-Jackson Pump Company, Avenal  
Standard Gasoline Company, Avenal  
Elliot Core Drilling Company, Avenal  
Globe Oil Tool Company, Avenal  
Petroleum Equipment Company, Kettleman Hills  
Hydril Company, Kettleman Hills  
Doheny Stone Drill Company, Kettleman Hills  
Petroleum Securities Company, Kettleman Hills  
Baker Oil Tool Company, Coalinga  
Associated Oil Company, Coalinga  
Standard Oil Company, Coalinga.

Paragraph VIII of the affidavit alleges in substance that since the making of Decision 23627 on April 27, 1931, and service thereof upon defendants on September 15, 1931, defendants Ball and Hayes have on numerous occasions violated the decision and order by the continual and regular transportation of property for compensation as a common carrier between fixed termini or over a regular route over the highways of the state and particularly between Los Angeles and contiguous territory on the one hand and certain oil fields in the San Joaquin Valley on the other hand, and that they are now doing so and intend to continue to do so.

Other paragraphs allege that such failure and omission was and is being committed with full knowledge that the order was and is in force and effect, with full knowledge of the contents of, and with intent to violate the order; that at the time Decision 23627 was issued and served, defendants were able, have been able at all times since, and are now able to comply therewith; and that said violations and omissions are and have been committed in violation of law and in contempt of the Railroad Commission.

Belridge Oil Company

F. D. Sutton, Secretary of the above company, testified as to specific shipments made via Oil Well Express on October 3, 6 and 7 and November 23, 1931, from Los Angeles to Taft. The service has been used every day or so, no shipments have been refused, and there has been no change in the service since September 15, 1931. Exhibit No. 5 is an agreement, dated June 17, 1931 "by and between OIL WELL EXPRESS, a co-partnership consisting of Mrs. Mary Alice Wilson and Mrs. Violet Azvedo" and Belridge Oil Company, and is signed "OIL WELL EXPRESS by E. R. Ball, Attorney-in-fact". This

agreement sets forth a schedule of rates between Los Angeles and certain specified oil fields, and reads in part as follows

"That this agreement shall remain in full force and effect for a period of one year from the date hereof, and thereafter until terminated by either party upon ten days written notice to the other, provided, however, that if in the judgment of the Shipper the services of the Carrier should not be satisfactory the Shipper shall so notify the Carrier, giving the reasons for the same, and if the Carrier shall not cause the same to be corrected within three days after the receipt of notice from the Shipper, this agreement shall be terminated at the option of the Shipper, and provided, always, that in the event the Shipper is offered, by a bona fide Carrier, transportation service of like character and kind as that performed by the Carrier herein, at rates less than those provided for in the agreement, then the Shipper may terminate this agreement after three days' written notice to the Carrier."

Standard Oil Company

Mr. Lane, assistant traffic manager of Standard Oil Company, testified as to specific shipments via Oil Well Express on October 7, 1931 from Los Angeles to Coalinga and Kettleman; on November 17, 1931 from Kettleman to Los Angeles, from Los Angeles to Taft and Kettleman, and from Taft to Los Angeles. Prior to September 15, 1931, between September 15 and December 31, and at the present time, shipments were and are being made approximately daily. There has been no change or interruption of service and no contract has been entered into. No tonnage has been guaranteed and there has been no refusal to haul. All dealings relating to transportation via Oil Well Express have been had with E. R. Ball and the witness has never heard of Mrs. Wilson or Mrs. Azvedo. Defendant Ball has offered service to the Kettleman District, Belridge, Lost Hills, Seguro Refinery near Bakersfield, Taft, and Coalinga.

Byron-Jackson Company

E. E. Whiting, in charge of traffic, testified that Oil Well Express has been used almost daily, shipments being made to all San Joaquin oil fields, and to Bakersfield, Taft, McKittrick, Belridge, Avenal, and Coalinga. The service has been used "ever since they were in business", for some two years, and witness shipped over General Transit, Inc. There has been no change in service. Witness testified to specific shipments made on October 7, 9, 10, 12, 14, 15 and 19; and on November 9, 10, 11, 12, 13 and 18, 1931. No contract was entered into until in June, 1931, when he was solicited by E. R. Ball to sign a contract, Mr. Ball stating that it was necessary to have a contract as "they were not franchise carriers."

National Supply Company of California

F. J. Carpenter testified as to numerous specific shipments, both prepaid and collect. From September 15 to September 30, 1931, thirty seven shipments were made; during October, 62 shipments; in November, 41 shipments; and in December, 40 shipments. These moved from Torrance to Avenal, Bakersfield, Taft, Kettleman Hills, Coalinga and Fellows; from Los Angeles to Taft; Los Angeles to Bakersfield; Taft to Torrance; Bakersfield to Torrance; Avenal to Taft and Torrance, etc. A contract was entered into on July 6, 1931, and was signed by F. E. Hayes.

Globe Oil Tools Company (Los Nietos)

J. R. Wright testified to the making of specific shipments between October 5 and December 5, 1931, to Avenal. Exhibit No. 6 is an agreement dated June 1, 1931, signed "Oilwell Express, by E. R. Ball, party of the first part".



Emsco Derrick & Equipment Company

R. L. Sasse testified regarding specific shipments in October and November, 1931, 32 shipments being made in October, 39 in November, and 31 in December, 1931. The service has been used for two years. The specific shipments testified to moved from Los Angeles to Fellows, Taft, Bakersfield and Coalinga. Exhibit No. 7 is an agreement dated July 2, 1931, and is signed "OILWELL EXPRESS by E. R. Ball".

Baash Ross Tool Company

W. L. Moore testified to shipments moving from near Los Angeles to Kettleman Hills, Taft, and Wasco. Between September 15 and 30, 1931, 18 shipments were made; in October, 13 shipments; in November, 14 shipments; and in December, 14 shipments. On June 1, 1931, an agreement was signed at the solicitation of E. R. Ball. The service has been used for approximately one year, there has been no refusal to carry, and the service and rates were the same both before and after the signing of the agreement. The same service has been used during January and February, 1932.

Elliot Core Drilling Company

H. Shoemaker testified regarding specific shipments made during October and November, 1931, from the above company's place of business just outside the city limits of Los Angeles to Avenal and Bakersfield. Oil Well Express has been used for about one year and there has been no interruption or change of service or rates. An agreement was signed on July 9, 1931.

Continental Oil Company

Mr. Boggezs of the above company testified as to specific shipments during the last four months of 1931, principally between Los Angeles and Belridge. An agreement was entered into on June 18, 1931, and was signed at the request of E. R. Ball. The service has not changed, there has been no interruption of service, and no refusal to haul.

Baker Oil Tool Company (Huntington Park)

C. E. Whitney testified to specific shipments made during the last three months of 1931 from Huntington Park to Coalinga and Avenal and from Bakersfield and Coalinga to Huntington Park. The service has been used since April 30, 1931, without change or interruption. An agreement was entered into on June 20, 1931.

Petroleum Equipment Company

L. E. Reid testified in detail regarding specific prepaid and collect shipments made during October and November, 1931, from Vernon to Kettleman Hills, Taft, and Coalinga, and from Coalinga and Kettleman Hills to Vernon. From September 15 to 30, 1931, 16 collect shipments and 18 prepaid shipments were made, during October 12 collect and 8 prepaid, in November 27 collect and 23 prepaid, and in December 37 collect and 30 prepaid shipments. The service has been used for approximately two years. An agreement was entered into on June 2, 1931 and is signed by E. R. Ball. The witness has discussed matters of service with Mr. Hayes by telephone. Exhibit No. 9 is a printed form of uniform straight bill of lading used by Petroleum Equipment Company in

making all shipments testified to by the witness over the lines of Oil Well Express.

Doheny Stone Drill Company

M. S. Skinner testified regarding shipments made during October and November, 1931, between Los Angeles and Kettleman Hills. The service has been used for over a year without change or interruption. An agreement was entered into on June 1, 1931, and was signed by E. R. Ball. The witness has taken up service matters with F. E. Hayes, as dispatcher, whom he understands is no longer associated with Oil Well Express, but who was there between September and December, 1931. In connection with transportation via Oil Well Express the witness has had dealings with none other than E. R. Ball and F. E. Hayes.

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It was stipulated that representatives of other shippers using Oil Well Express, who were under subpoena and ready to testify, would, if called, testify in substance the same as the preceding witnesses, and that the companies represented by them had entered into written agreements on or about June 1, 1931. (4)

(4) These additional shippers using the service of Oil Well Express are as follows:

Petroleum Securities Company  
Los Nietos Refining Company  
Allen-Olliver Company  
Foster Wheeler Corporation  
Rio Grande Oil Company  
Superior Oil Company  
Western States Gasoline Company  
Kettleman North Dome Association  
Universal Engineering Company  
Axelson Manufacturing Co., Ltd.

It was further stipulated that between September 15, 1931 and December 31, 1931, and prior to September 15, 1931, Oil Well Express was operated by E. R. Ball and F. E. Hayes.

Exhibit No. 10 consists of five issues of the "Commercial News", published in Los Angeles, and being the issues of September 19, October 10, October 31, November 14, and November 28, 1931.

It was stipulated that certain advertising items appearing in these issues were published by authorization of E. R. Ball and of F. E. Hayes.  
(5)

On behalf of defendants, E. R. Ball testified that he resides in Los Angeles, has been engaged in transportation business by auto truck since 1920, and is engaged in no other occupation. He stated that he is one of the operators and owners of Oil Well Express "under power of attorney" and that the business is now owned by Mrs. Mary Alice Wilson. Defendant Ball testified further that on September 15, 1931, the business was owned by Mrs. Mary Alice Wilson and Mrs. Violet Azvedo, as co-partners. Defendant Ball testified that he was "connected" with the business prior to September 15, 1931. It developed on cross-examination that Mrs.

(5) These items follow;

September 19, 1931 - "OILWELL EXPRESS, 4450 S. Main St., ADAMS 5183 (Oil Well equipment only) Daily", with notation "Serving all Northern Oil Fields under private contract."

October 10, 1931 - Same as for September 19, 1931.

October 31, 1931 - Same as for September 19, 1931, except that notation reads "Serving all Northern Oil Fields under private contract, from 5 tons up only."

November 14, 1931 - Same as for October 31, 1931.

November 28, 1931 - Same as for October 31, 1931.

Mary Alice Wilson is the mother of defendant Ball; that Wilson was her maiden name; and that her correct name is Mrs. Mary Alice Ball. Mrs. Violet Azvedo is the wife of defendant F. E. Hayes.

Defendant Ball testified that he and defendant Hayes were advised by counsel (not defendants' present counsel) that their business could be "legalized" by entering into written or verbal agreements with shippers, and forms of written agreements were prepared by said counsel. Messrs. Ball and Hayes had several conferences with their former counsel regarding the "legalizing" of their operations, beginning in February, 1931, which was during the pendency of the application of defendants for a certificate of public convenience and necessity. Ball stated that he was advised that "we could make any contract we wanted to as long as the other party signed it." There are now some 52 agreements, two or three of which are verbal understandings. Only four of these written agreements were introduced in evidence in this proceeding.

Defendants did not stop operating when the order to cease and desist was personally served because of the fact that they had "written contracts." F. E. Hayes also testified on behalf of defendants and stated that, since early in 1932, he was no longer connected with Oil Well Express, although he was during the period September 15 to December 31, 1931. He stated that his retirement from Oil Well Express was due to certain difficulties with the Board of Public Utilities and Transportation of the City of Los Angeles.

No answer was filed on behalf of defendants in this proceeding.

Upon a careful review of the record in this proceeding the Commission makes the following findings of fact.

1. On April 27, 1931, the Railroad Commission rendered its Decision No. 23627, in which it was found as a fact that E. R. Ball and F. E. Hayes, operating under the firm name and style of Oil Well Express, were operating an automobile truck service as a common carrier of property, for compensation, without having obtained a certificate of public convenience and necessity, in violation of Statutes 1917, chapter 213, as amended; and in which said E. R. Ball and F. E. Hayes were ordered to cease and desist from such common carrier operation in this state, and specifically between Los Angeles and contiguous territory, and certain oil fields in the San Joaquin Valley. Said order has never been revoked and is still in force and effect.

2. Certified copies of said Decision No. 23627 were personally served upon E. R. Ball and F. E. Hayes on September 15, 1931, and that said E. R. Ball and F. E. Hayes had personal knowledge of the making of said order and its contents.

3. On December 22, 1931, there was filed with the Railroad Commission the affidavit of J. H. Wilson, in which it was alleged in substance that the said E. R. Ball and F. E. Hayes, notwithstanding the order of the Railroad Commission in its Decision No. 23627, and with full knowledge of the contents and provisions thereof, have failed and refused to comply with said order, in that they are continuing to conduct and operate an automobile truck line as a common carrier of property for compensation over public highways in this state between fixed termini or over a regular route, and specifically between Los Angeles and contiguous territory on the one hand and certain oil fields in the San Joaquin Valley on the other hand.

4. Upon said affidavit being received and filed the Railroad Commission regularly, on December 31, 1931, made and issued its order requiring E. R. Ball and F. E. Hayes to appear before Commissioner Whitsell on Wednesday, February 24, 1932 in the Court Room of the Commission, 1017 Pershing Square Building, Los Angeles, to then and there show cause, if any they had, why they should not be punished for contempt for their refusal, failure and/or omission to comply with the terms of the order of the Railroad Commission. Said order to show cause, together with said affidavit upon which based, was personally served upon F. E. Hayes on January 7, 1932, and upon E. R. Ball on February 8, 1932. Thereafter, hearing was had on February 24, 25 and 26, 1932.

5. Notwithstanding the order of the Railroad Commission contained in said Decision No. 23627, the said E. R. Ball and F. E. Hayes have, and each of them has, failed and refused to comply with the terms thereof, and continued to operate and conduct the business of operating automobile trucks for the transportation of property as a common carrier, for compensation, over the public highways of this state, and specifically between Los Angeles and contiguous territory, on the one hand, and certain oil fields in the San Joaquin Valley, on the other hand, between September 15 and December 31, 1931, inclusive, and subsequent thereto.

6. The failure of the said E. R. Ball and F. E. Hayes, and each of them, to comply with the said order of the Railroad Commission, and their continuance to operate a common carrier of property by auto truck is in contempt of the Railroad Commission of the State of California and its order.

J U D G M E N T

E. R. Ball and F. E. Hayes having appeared in person and by counsel, and having been given full opportunity to answer the order to show cause of December 31, 1931 and to purge themselves of their alleged contempt;

IT IS HEREBY ORDERED AND ADJUDGED that the said E. R. Ball and F. E. Hayes, and each of them, has been guilty of a contempt of the Railroad Commission of the State of California in disobeying its order made on April 27, 1931, in its Decision No. 23627, by failing and refusing to desist from the operation of a common carrier of property for compensation by auto trucks between Los Angeles and contiguous territory and certain oil fields in the San Joaquin Valley; and

IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED that for his said contempt of the Railroad Commission and its order as aforesaid, the said E. R. BALL be punished by a fine of five hundred dollars (\$500.00) and five days imprisonment, said fine to be paid to the Secretary of the Railroad Commission of the State of California within five (5) days after the effective date of this opinion, findings and judgment and said imprisonment to be in the county jail of the County of Los Angeles, State of California.

IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED that in default of the payment of the aforesaid fine, said E. R. BALL be committed to the county jail of the County of Los Angeles, State of California, until such fine be paid or satisfied in the proportion of one day's imprisonment for each five dollars (\$5.00) of said fine that shall so remain unpaid.



IT IS HEREBY FURTHER ORDERED that the Secretary of the Railroad Commission, upon this opinion, findings and judgment becoming effective, prepare appropriate order of arrest and commitment in the name of the Railroad Commission of the State of California, for the imprisonment of said E. R. BALL in the county jail of the County of Los Angeles, State of California, for a period of five days, said order of arrest and commitment to be directed to the Sheriff of the County of Los Angeles, and to which shall be attached and made a part thereof a certified copy of this opinion, findings and judgment.

IT IS HEREBY FURTHER ORDERED, ADJUDGED AND DECREED that for his said contempt of the Railroad Commission and its order as aforesaid, the said F. E. HAYES be punished by a fine of two hundred fifty dollars (\$250.00), said fine to be paid to the Secretary of the Railroad Commission of the State of California within five (5) days after the effective date of this opinion, findings and judgment, and that in default of the payment of the aforesaid fine, said F. E. HAYES be committed to the county jail of the County of Los Angeles, State of California, until such fine be paid or satisfied in the proportion of one day's imprisonment for each five dollars (\$5.00) of said fine that shall so remain unpaid.

IT IS HEREBY FURTHER ORDERED that the Secretary of the Railroad Commission, if said fines, or either of them, are not paid within the time specified above, prepare appropriate order or orders of arrest and commitment in the name of the Railroad Commission of the State of California, directed to the Sheriff of the County of Los Angeles, to which shall be attached and made a part thereof a certified copy of this opinion, findings

and judgment.

IT IS HEREBY FURTHER ORDERED that as to E. R. Ball this opinion, findings and judgment shall become effective twenty (20) days after personal service of a certified copy thereof upon said E. R. Ball; and that as to F. E. Hayes, this opinion, findings and judgment shall become effective twenty (20) days after personal service of a certified copy thereof upon said F. E. Hayes.

The foregoing opinion, findings and judgment are hereby approved and ordered filed as the opinion, findings and judgment of the Railroad Commission of the State of California.

Dated at San Francisco, California, this 18<sup>th</sup> day of April, 1932.

C. J. Seaver  
Leon W. Ball  
M. J. Cunn  
M. B. Harris  
Frederic G. Stewart  
Commissioners