

Decision No. 10127

BEFORE THE RAILROAD COMMISSION OF THE STATE OF CALIFORNIA

ORIGINAL

In the matter of the application of
JAMES F. NUTTY, doing business under
the fictitious name of Seal Beach
Auto Dispatch, for an order granting
permission to transfer and sell all his
right, title and interests in auto
truck freight transportation line oper-
ating between Los Angeles, California,
Artesia, Los Alamitos, Seal Beach,
Anaheim Landing, Westminster, Smeltzer,
Wintersburg, Huntington Beach and inter-
mediate points, and for permission to
discontinue said service,

Application No. 7408.

and

Application of CLAUDE E. TOLSON for an
order granting permission to purchase
and operate said auto truck freight
transportation line thereafter.

James F. Nutty, Applicant, in propria persona
Claude E. Tolson, Applicant, in propria persona
R.E. Wedekind, for Pacific Electric Railway, Protestant.

BY THE COMMISSION:

OPINION

Applicants herein seek to transfer ownership of the
certificate of public convenience and necessity for the operation
of auto freight truck transportation between Los Angeles, Seal
Beach, Anaheim Landing, Westminster, Smeltzer, Wintersburg, Hunt-
ington Beach and intermediate points, under the fictitious name of
Seal Beach Auto Dispatch.

A public hearing was held by Examiner Williams, the
matter was duly submitted and now is ready for decision.

At the hearing the application was amended to show
that the proposed purchasers would be Claude E. Tolson and Clarence

E. Fix, co-partners, and such amendment will be permitted.

Applicant Nutty acquired the certificate from E.H. Sprehn, under Decision No. 8850, paying at that time (April, 1921) \$750.00 for the operative rights. No equipment was transferred at that time. In the present case, applicants agree that \$1,000.00 shall be paid for operative rights, skids, tarpaulins, stationery, etc. This consideration is exclusive of \$3,600.00 to be paid for one three-ton truck and trailer. Applicant Nutty testified that he would not sell at the amount agreed upon but for physical incapacity, due to a paralytic stroke, as the business is prosperous. The purchasers are experienced truck operators and have, besides the equipment involved in this transaction, five Mack trucks, available for this service.

The transfer seems equitable and the consideration not excessive and should be granted with, of course, the admonition that the amounts to be paid shall never be urged before this Commission or other competent authority as a measure of value in rate fixing, or for any other purpose than the transfer herein applied for.

ORDER

IT IS HEREBY ORDERED that application herein be and the same hereby is granted, subject to the following conditions:

- I - That the amount paid for the purchase of the property shall not be considered as a measure of value of said property before this Commission, or any other authority, for rate fixing or any purpose other than the transfer herein referred to.
- II - That the applicant, James F. Nutty, will be required to immediately cancel all tariffs and time schedules now on file with the Railroad Commission, such cancellation to be in accordance with the provisions of General Order No. 51, and other regulations of the Railroad Commission.
- III - That applicant, Claude E. Tolson, will be required to immediately file tariffs and time schedules in his own name, or to adopt as his own the tariff and time schedule heretofore filed with the Railroad Commission by applicant, James F. Nutty, all fares to be identical with those filed by applicant, James F. Nutty.

- IV - The rights and privileges of transfer which are hereby 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.
- V - No vehicle may be operated by the applicant, Claude E. Tolson, unless such vehicle is owned by him or is leased by him for a specified amount on a trip or term basis, the leasing of equipment not to include the services of a driver or operator. All employment of drivers or operators of leased cars shall be made on the basis of a contract by which the driver or operator shall bear the relation of an employee to the transportation company.

Dated at San Francisco, California, this 27th
day of February, 1922.

H. H. Brundage
H. D. Loveland
James Martin

Commissioners.