

ORIGINAL

In the matter of the Commission's )  
investigation into the safety of )  
the interlocking plant known as )  
the "Golden Gate Tower", in Oak- )  
land, California. )  
..... )

Case No. 741.

Decision No. 2095

Geo. D. Squires, for Southern Pacific Company.

U. T. Clotfelter, for The Atchison, Topeka and Santa Fe  
Railway Company.

W. H. Smith, )  
A. L. Whittle, ) for San Francisco, Oakland Terminal Railways.

John J. Earl, for City of Oakland.

GORDON, Commissioner,

OPINION.

This case was instituted on the Commission's own initiative to investigate the situation at the "Golden Gate" interlocking tower of the Santa Fe and Southern Pacific companies, the condition of which, on the Quarterly Performance Sheets filed by the carrier under the requirements of the Commission's General Order Number 33, was indicated to be in an unsafe and unsatisfactory condition. A public hearing was held in this matter, at which all interested parties were represented.

This tower is located at the junction of the Santa Fe's line, running from Richmond to Oakland, with the Southern Pacific Company's suburban line, running to Berkeley. The intersection of the tracks is at the junction of Stanford Avenue and Lowell Street, where Stanford Avenue is occupied by two tracks of the Southern Pacific Company and Lowell Street by the single track line of the Santa Fe. This plant was originally built and paid for by the Santa Fe when their construction made it necessary for them to cross the tracks of the Southern Pacific Company at this point. Later the San Francisco, Oakland Terminal Railways built their double track line, known as the Sacramento Street Line, approximately paralleling the

Santa Fe, across the Southern Pacific near this point. When the San Francisco, Oakland Terminal Railway's track was laid it was apparent that the interlocking plant should be remodeled to permit the operation of the San Francisco, Oakland Terminal Railway's trains being controlled by the operator of the tower. The plant, however, was becoming old and inadequate since the Southern Pacific Company had increased the number of functions operated therein, and it was decided by the officials of the three interested railroads that a new tower and interlocking plant should be built and that this new facility should be of modern construction and provide for passage of all trains over the intersections under protection. This agreement was made on August 15, 1912, and provided fully for construction, maintenance, operation and division of expense of the cost of this plant. It appears from facts developed at the hearing, that after this contract was agreed to between the representatives of the companies, some disagreement as to division of expense and the wording of minor clauses therein caused a long delay and during the interim the financial condition of the San Francisco, Oakland Terminal Railways had changed so that when the agreement or contract was finally executed by the officials of the interested railroads the San Francisco, Oakland Terminal Railways was unable to find sufficient money to pay its share of the expense. The matter was taken up by the San Francisco, Oakland Terminal officials, first with the Southern Pacific Company and then with the Santa Fe, in an endeavor to get them to pay the necessary cost of this plant and to later be reimbursed for their expenditures by the San Francisco, Oakland Terminal Railways when it had funds available. The Santa Fe and the Southern Pacific Company manifested considerable reluctance to build a plant on this basis and the matter dragged. In the meanwhile representatives of the three companies met and in a memorandum agreement interpreted and amplified that portion of the agreement of August 15, 1912, pertaining to the division of the expense of the new plant.

While these negotiations were being carried on the Santa Fe and Southern Pacific companies did not wish to spend any more money

then was necessary on the maintenance of this plant, for the reason that such moneys would be lost when the new plant was finally constructed. The Southern Pacific Company, however, a few months ago did spend considerable money for expediting the passage of its own trains, but this expense has been in line with that which would be incurred by the construction of the new plant, and the functions installed will, it seems, most of them be useful when the new plant is built. Matters were at this stage when the hearing was held.

There is no question regarding the condition of this plant. Representatives of the three companies admitted that the situation at present was dangerous and that a new interlocking plant should be constructed at this point. The only question then is relative to the matter of finding the money on the part of the San Francisco, Oakland Terminal Railways to finance the same. There was no serious question made regarding the manner of the division of expense between the three companies interested, and I see no reason why this division of expense as outlined in the memorandum agreement, mentioned previously, and, in connection with the agreement of August 15, 1912, filed as an exhibit in this case, should not obtain.

On December 3, 1914, the San Francisco, Oakland Terminal Railways filed with the Commission a petition to amend an order of the Commission previously issued so that money could be secured, among other things, for the construction of this interlocking plant, by means of promissory notes. This permission was granted them on December 21, 1914, in Decision 2019, and the Commission has consequently gone as far as it can to enable this Company to secure the money for this construction. Since there is no question but what these crossings should be properly protected the San Francisco, Oakland Terminal Railways must find some means to pay for their just share of the expense of such protection.

Stanford Avenue runs parallel, as previously stated, with the tracks of the Southern Pacific Company and crosses the tracks of

the Santa Fe and the San Francisco, Oakland Terminal Railways in the immediate vicinity of this interlocking plant. This road crossing is at present protected by a crossing bell. I believe when the new interlocking plant is installed that this crossing protection should remain, and that the expense of such installation should be borne by the Santa Fe and the San Francisco, Oakland Terminal Railways, inasmuch as the tracks of these two companies alone are crossed by this avenue.

I recommend the following form of order:

O R D E R

The Commission, on its own initiative, having investigated conditions at the interlocking plant, known as the "Golden Gate Tower", situated at Lowell Street and Stanford Avenue, at the intersection of the tracks of the Southern Pacific Company with those of The Atchison, Topeka and Santa Fe Railway Company and San Francisco, Oakland Terminal Railways, and a public hearing having been held, and it appearing that the present plant is inadequate and unsafe, as admitted by representatives of all parties, and it appearing further that the manner of the division of cost of this interlocking plant has been previously agreed upon between the interested parties on a basis which is fair and equitable, in the agreement of August 15, 1912, and the memorandum agreement accompanying same,

IT IS HEREBY ORDERED, That San Francisco, Oakland Terminal Railways, Southern Pacific Company and The Atchison, Topeka and Santa Fe Railway Company do, within six (6) months from the date of this order, install and place in operation a first-class, standard interlocking plant to protect the crossing of the tracks of Southern Pacific Company with the track of The Atchison, Topeka and Santa Fe Railway Company and San Francisco, Oakland Terminal Railways, said interlocking plant to be built and operated in accordance with the terms of this Commission's General Order Number 33.

The expense of constructing this plant shall be borne in accordance with the agreement hereinbefore mentioned, and dated August 15, 1912, together with the memorandum agreement accompanying same.

The cost of the maintenance of this plant shall be borne thereafter in accordance with the terms of the before mentioned agreement of August 15, 1912.

For the protection of traffic on Stanford Avenue, when this interlocking plant is installed, there shall be installed a suitable crossing bell or flagman, either automatic or under control of the operator of the interlocking plant, and the cost of this crossing protection device, over and above the cost of installing the interlocking plant, shall be borne one-half (1/2) by The Atchison, Topeka and Santa Fe Railway Company and one-half (1/2) by the San Francisco, Oakland Terminal Railways. Said protection device shall be maintained thereafter and one-half (1/2) of the expense thereof shall be borne by The Atchison, Topeka and Santa Fe Railway Company and one-half (1/2) by San Francisco, Oakland Terminal Railways.

The Commission reserves the right to make such further orders relative to the operation and maintenance of this interlocking plant as to it may seem right and proper, when, in its judgment, the public convenience and necessity demand such action.

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

Dated at San Francisco, California, this 20th day of January, 1915.

Max Thelen  
W. H. Stanford  
Oliver Gordon