

ORIGINAL

Decision No. 4687

DECISION NO. _____

BEFORE THE RAILROAD COMMISSION OF THE STATE OF CALIFORNIA.

W. C. LAWRENCE
 MRS. W. C. LAWRENCE,
 Complainants.
 -vs-
 H. HELLMAN,
 Defendant.

CASE NO. 1106.

W. C. Lawrence, in propria persona.
 E. B. Wolfe, for Defendant.

BY THE COMMISSION.

O P I N I O N

This is a complaint by W. C. Lawrence and Mrs. W. C. Lawrence, Proprietors of Lawrence Stage Company, and alleges that H. Hellman is regularly operating a stage line between Keddie, Plumas County, and Westwood, Lassen County, in competition with Lawrence Stage Company, and without having filed schedules and rates of fare as required by the Statutes of the State of California and the regulations of this Commission.

Defendant filed answer denying the material allegations of the complaint and alleging that the character of the business in which he was engaged did not place his operations under the jurisdiction of this Commission.

A public hearing was held at Greenville before Examiner E. A. Encell on September 5, 1917. The matter was duly submitted and is now ready for decision.

The complainants in this proceeding are the proprietors of the Lawrence Stage Company and operate an automobile stage service between Keddie in Plumas County through Indian Valley to Crescent Mills, Greenville, Nevis, Prattville, Westwood and Susanville in Lassen County. Schedule covering rates of fare and time tables are regularly filed with this Commission.

It appears that the defendant was employed as a driver for the Lawrence Stage Company and that since his employment ceased has purchased an automobile and has operated same between Keddie and Westwood and between Greenville and Westwood and other points and has requested the aid of residents in securing passengers to be transported by his automobile. In one instance three passengers were taken from the Lawrence Stage Company at Westwood, it being alleged that they had previously made arrangements for transportation on the Lawrence Stages. The Lawrence Stage Company, operating a regular service with ample equipment and under the provisions of tariffs and time schedules filed with this Commission, object to unauthorized competition by irregular operators and point out the fact that regular service is always maintained even under the unfavorable conditions prevailing in the winter months.

Defendant in this proceeding testified that he purchased his automobile and engaged in a "for rent" service in the month of June, 1917, that he made trips anywhere and at any time and for any agreed rate. That his automobile was equipped with a sign reading "For Hire" and that it was not his intention to interfere with the business of any established stage line but to conduct a rent service and carry passengers to any agreed destination at such times as his services might be engaged, and for such compensation as might be agreed upon in each particular transaction.

Further testified that the three passengers alleged to have been taken from the complainants' auto stage at Westwood were destined to Engels Mine, a point not reached by the regular advertised stages of the Lawrence Stage Company.

Section One, Paragraph "C" of Chapter Two Hundred Thirteen of the Statutes of the State of California, as approved May 10, 1917, defines a transportation company in the following language:

"(c) The term 'transportation company', when used in this act, means every corporation or person, their lessees, trustees, receivers or trustees appointed by any court whatsoever, owning, controlling, operating or managing any automobile, jitney bus, auto truck, stage or auto stage used in the transportation of persons or property as a common carrier for compensation over any public highway in this state between fixed termini or over a regular route and not operating exclusively within the limits of an incorporated city or town or of a city and county; provided, that the term 'transportation company', as used in this act, shall not include corporations or persons, their lessees, trustees, receivers or trustees appointed by any court whatsoever, in so far as they own, control, operate or manage taxicabs, hotel busses or sight-seeing busses, or any other carrier which does not come within the term 'transportation company', as herein defined."

Paragraph "E" of Section One of the above entitled act specifies the interpretation that shall be placed upon the words "between fixed termini or over a regular route" and specifies the jurisdiction of this Commission over questions of fact to be determined in case a question arises as to any automobile, jitney bus, auto truck, stage or auto stage operating "between fixed termini or over a regular route."

After careful consideration of the evidence in this case we are of the opinion and find as a fact that the operation of the defendant has not been conducted between fixed termini or over a regular route and is therefore not that of a transportation company as defined in Section One of Chapter Two Hundred

Thirteen of the Statutes of the State of California as approved May 10, 1917. Wherefore, the Commission is without jurisdiction in the premises and the complaint should be dismissed.

O R D E R

A public hearing having been held in the above entitled proceeding, the matter having been duly submitted and the Commission basing its order on the finding of fact as set forth in the foregoing opinion,

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

Dated at San Francisco, California, this 29th day of September, 1917.

Max Thelen
H. L. ...
...
Commissioners.