

Decision No. 7187

BEFORE THE RAILROAD COMMISSION OF THE STATE OF CALIFORNIA

ORIGINAL

EARL W. KISSINGER and  
FLORA A. JUSTUS,

Complainants,

vs

CATHERINE A. BROOKS, JOE SKIDMORE,  
and JOHN DOE, doing business as the  
LAGUNA BEACH WATER COMPANY, or the  
LAGUNA WATER COMPANY, JOHN DOE and  
JOHN DOE COMPANY.

Case No. 1384

BY THE COMMISSION:

O R D E R

Pursuant to stipulation set forth below which was filed by the parties and their attorneys at the time and place set for hearing the above case in Los Angeles,

IT IS HEREBY ORDERED that paragraphs one to six inclusive, of said stipulation, be adopted as the order of the Commission in the above entitled case.

Said stipulation, hereinbefore referred to, is in words and figures as follows to-wit:

"IT IS HEREBY STIPULATED by and between the complainants hereafter referred to as the consumer and the defendants, Catherine A. Brooks and Joe Skidmore and Catherine A. Brooks, doing business as the Laguna Heights Water System hereafter referred to as the company, that a decree of the Railroad Commission may be entered in accordance with the following agreement, to-wit:

1. That the company shall deliver to the consumer water under a metered service, by installing a one-inch meter with 1½ inch outlet at the main on Glenneyre Street, within one block of the intersection of Ruby

and Glennoyre Streets, Arch Beach, California.

The location of said meter shall be designated by the consumer and installation of meter shall be made before March 1st, 1920.

2. The pipes extending from said meter to the hereinafter described property shall be installed by the consumer for use upon the property known as "Ye Arch Beach Tavern", on Lots 1 to 10 in Block 4, of Tract No. 42, of Arch Beach, as per map thereof recorded in Book 9, page 33 of Miscellaneous Maps, records of Orange County, California.

3. The consumer shall pay for the water supplied the same rate which are now or may hereafter be fixed by the Railroad Commission of the State of California for metered water supplied by said company by the same system to other consumers.

4. In view of the elevation and location of the meter herein referred to, the said company shall not be required to deliver a continuous flow of water but it shall deliver at the said meter during any part of each calendar day an adequate supply of water for 24 hours, for domestic use, for the exclusive use of said tavern and the said company makes no warranty or guarantee for delivery of water beyond said meter. The said use shall be subject to the rules and regulations of the said Laguna Heights Water System now in force and which may be hereafter adopted by and with the consent of the Railroad Commission.

The company shall not be responsible or liable for failure of supply due to acts of God or the

elements, unavoidable accident or any other cause beyond its control, provided that due diligence is exercised to remedy such failure of supply; but except as herein provided as to manner and place of receiving water, said consumer shall not be discriminated against in any way in favor of any other consumer of the company.

5. When the present system of said company is enlarged in accordance with the plans and designs of the company, the said property shall be and become fully and completely a part of the system.

6. The consumer may continue the use of what is known as the "Tunnel" line until May 1st, 1920, and after said date the use thereof shall be discontinued and any right or property therein or claim thereto shall terminate."

Dated at San Francisco, California, this  
13<sup>th</sup> day of February, 1920.

Edwin O. Egerton  
H. J. Loveland

H. A. Brundage

Commissioners.