

Decision No. 28888

**ORIGINAL**

BEFORE THE RAILROAD COMMISSION OF THE STATE OF CALIFORNIA.

In the Matter of the Investigation  
of the operations, rates, charges,  
classifications, rules, regulations,  
contracts and practices, or any thereof,  
of J. D. Roberts, doing business as  
Roberts Moving & Transfer Service, Leo  
Gaspar, doing business as Leo's Express,  
L. L. Hilles, doing business as Acme  
Transfer, and J. W. Saunders. }  
Case No. 4114

Herbert Cameron, Assistant Attorney, for Railroad  
Commission.

George R. Baird, for respondents Leo Gaspar,  
L. L. Hilles, and J. W. Saunders.

J. D. Roberts, in pro. per.

BY THE COMMISSION:

O P I N I O N

By its order dated March 16th, 1936, and personally served upon the respondents March 20th, 1936, the Commission instituted an investigation into the operations, rates, charges, classifications, rules, regulations, contracts and practices of the respondents, with a view to determining whether any of them are operating as Radial Highway Common Carriers, Highway Contract Carriers or City Carriers, as defined in Chapters 223 and 312, respectively, Statutes of 1935, without first having obtained from the Commission a permit or permits so to operate, and for the further purpose, if the Commission so finds, of taking such steps as it may deem advisable, proper and necessary, to compel obedience by the respondents to the provisions of these statutes.

At a public hearing held March 31st and April 1st, 1936, at San Diego, before Examiner Austin, all of the respondents appeared personally, and three of them were represented by counsel.

In our discussion of the evidence we shall deal separately with that affecting each of the respondents.

We shall refer first to the showing of the operations conducted by respondent, J. D. Roberts. This respondent maintains his headquarters at 863 - 9th Avenue, San Diego. Upon the window there appears a sign reading: "Roberts Moving and Transfer Service-- Baggage, Piano Moving". He owns a Dodge truck, which according to the records of the State Division of Motor Vehicles, is registered in his name as legal owner. On January 9th, 1936, Inspector Brison of the Commission's staff, called upon respondent, discussed the character of his operations, and advised him it would be necessary to secure a permit. Admitting that he carried property on his truck for compensation as a business, both within and outside the City of San Diego, respondent then promised to consider filing an application. When Inspector Brison called once more, about January 22nd, respondent stated he had had no time to prepare an application, and was still considering it.

Alfred Dilts, who from time to time visited respondent's headquarters, testified that frequently in Roberts' absence, he answered telephone calls intended for Roberts which were subsequently brought to the latter's attention. Also, he stated he had often observed respondent transporting boxes on his truck.

A music dealer, George A. Finder, testified that he had employed Roberts to haul property for compensation from his store at 1225 - 4th Avenue, San Diego, to points within the city. On an

average this occurred during the past year as frequently as once a week. He had entered into no special arrangement with Roberts, it being the latter's practice to call in response to telephone calls and pick up and deliver the shipments.

Inspectors Brison and MacKenzie described a specific shipment of furniture which they tendered to respondent on February 26th, 1936. On this occasion MacKenzie called at Roberts' place of business, requested him to move some furniture to Chula Vista, and with respondent's consent accompanied him that afternoon on his truck to 1860 - 3rd Avenue, San Diego, where the furniture was picked up, and then to 295 - 3rd Avenue, Chula Vista, where it was delivered. Inspector MacKenzie paid the charges and accepted from Roberts a receipt, as well as a business card, both of which were received in evidence. This testimony was corroborated by Inspector Brison, who followed the truck in his car, observing the pick-up and delivery and also the conversation that occurred when MacKenzie paid the charges. Upon respondent's business card appears the language: "Roberts' Moving and Transfer Service--Baggage, Hauling, Shipping, Piano Moving, Storage", and "Day and Night Service".

Chief Investigator Groocox, of the Commission's staff, testified that an inspection of the Commission's records made in San Francisco as late as Saturday, March 28th, 1936, disclosed that this respondent had neither applied for nor had he been granted any permit to operate as a Highway Contract Carrier, a Radial Highway Common Carrier, nor as a City Carrier. However, an investigation of the license records in the office of the Clerk of the City of San Diego established that on January 30, 1936, a municipal license had been issued to respondent upon the payment of the license fee of \$1.50, authorizing him to conduct, during

the term ending June 30, 1936, a "transfer and baggage" business, using for this purpose one truck or unit.

We shall pass now to the showing made respecting the respondent Leo Gaspar. This respondent maintains his headquarters at his residence, 2004 Imperial Avenue, San Diego. Over the gate in the rear, near the garage, is a sign reading, "Leo's Express", and the same legend appears on each side of his truck. He operates a Reo one and one-half ton truck, which, as shown by the records of the Division of Motor Vehicles, is registered to Gaspar as legal owner.

During a conversation had with him by Inspector Brison on January 7, 1936, this respondent admitted he owned the truck and used it to haul goods for hire. Although Inspector Maddox, of the Commission's staff, had called on him, so he stated, during December, 1935, and had advised him a permit was required, respondent failed to apply, asserting he could not afford the expense of securing the necessary insurance. He admitted he would haul for hire "any time anywhere". Mr. Brison left copies of the Highway Carriers' Act and the City Carriers' Act, together with application forms, and cautioned respondent immediately to apply for permits.

Frank C. Schiefer, a manufacturer of store fixtures, engaged in business at 371 - 8th Avenue, San Diego, testified that for a period of approximately twenty-five years he had employed Gaspar to transport for compensation equipment and fixtures, not only from his store in San Diego to points within the city and its suburbs, but also from his plant in National City to points within San Diego. He testified that during the past year this had occurred frequently, the last shipment having been made approximately three weeks ago. He referred particularly to a shipment hauled by respondent from the National City plant to the Brooks Clothing

Company at 5th and C Streets, San Diego, some three weeks ago. No special arrangement ever existed as to the terms under which shipments would be handled, it being Gaspar's practice to respond whenever the witness telephoned him. The transportation charges were paid monthly.

Inspectors MacKenzie and Brison described a shipment transported by Gaspar for Inspector MacKenzie on February 26, 1936. On this date MacKenzie called at Gaspar's place of business, employed him to haul some furniture from Chula Vista to San Diego, and when respondent assured him it would be done immediately he accompanied respondent and his helper on the truck, riding with them to 295 - 3rd Avenue, Chula Vista, where the load was picked up, and also to 1860 - 3rd Avenue, San Diego, where it was delivered. For this service MacKenzie paid respondent \$3.00, taking from him a receipt, which was received in evidence. Inspector Brison followed in his car, observing the picking up, transportation and delivery of the furniture, as well as the payment of the compensation and the passing of the receipt. This receipt was written on the back of Gaspar's business card, upon the face of which appears:

"Leo's Express--Stand--Ferris & Ferris Drug Store, Phone Franklin 1263; Leo Gaspar, Main 5292, 2004 Imperial Ave., San Diego, Calif."

Upon an earlier occasion, Inspector Bassett, of the Commission's staff, called on Gaspar on December 20, 1935, and arranged with him to haul a box to Chula Vista. Gaspar accepted the shipment somewhat reluctantly, stating it was too small to be handled alone on his large truck. Subsequently, on the same day, this shipment was delivered in Chula Vista to Inspector Bassett in a Ford truck driven by respondent J. W. Saunders, to whom the transportation charge, amounting to \$3.00, was paid. Saunders

advised Bassett that Gaspar had given him the business rather than carry it in his own truck.

From the testimony of Chief Investigator Groocox, it appears that this respondent has neither applied for nor received a permit to operate as a Highway Contract Carrier, a Radial Highway Common Carrier, nor as a City Carrier. Mr. Groocox stated his investigation of the license records in the office of the San Diego City Clerk disclosed that Gaspar had secured no municipal license during the current year, although he had obtained one during the preceding year.

Turning now to the operations of respondent, L. L. Hilles, the record shows that he maintains headquarters at his home, 2255 Ocean View Boulevard, San Diego, and has a stand in front of Thomas Radio and Toy Hospital at 814 Market Street in that city. In the entrance to this shop is posted a sign reading, "Acme Transfer Company", and the same words appear on each side of his truck, a 1920 Model T Ford. This truck, according to the records of the Division of Motor Vehicles, is registered to respondent as legal owner.

On January 10, 1936, Inspector Brison called upon respondent at his residence. In the course of their conversation, respondent stated that before October, 1935, he had used his truck to transport property for hire, and he continued such operations until "he felt he shouldn't do so under the new law". Since then, so he stated, he had discontinued hauling for hire, limiting his activities to the transportation of wood and top soil. On this occasion Inspector Brison left application forms with respondent, who said he would make application for a permit if business permitted. Respondent admitted that he owned the truck and that he was engaged in business under the name of Acme Transfer Company.

The proprietor of the radio shop, in front of which Hilles had his stand, Frank K. Thomas, Jr., testified he had authorized respondent to use his telephone for receiving business calls, a practice which had existed for several years. For this accommodation Hilles reimbursed him for part of the telephone charges. These requests for transportation to be performed by Hilles were, he stated, a matter of daily occurrence.

On February 27, 1936, this respondent transported for Inspector MacKenzie some chairs between points in the City of San Diego. On this occasion, MacKenzie sought to employ respondent to haul some furniture to Chula Vista, but the latter declined to operate outside the city, assigning as his reason the absence of a license from the State Board of Equalization. Upon respondent's assurance that he was in a position to transport property within the city, MacKenzie arranged with him to haul some chairs, and later, on the same day, accompanied Hilles on his truck to 5th and A Streets in San Diego, where the furniture was picked up, and rode with him to 1860 - 3rd Avenue, San Diego, where it was delivered. MacKenzie paid Hilles his charges, amounting to fifty cents and accepted a receipt which was introduced in evidence. As in the case of the other respondents, Inspector Brison followed the truck in his own car, observing the entire transaction, including payment of the charges and delivery of the receipt. A business card handed Inspector MacKenzie by one Halferty, whom he found in the radio store during Hilles' absence, was introduced in evidence. On this card appears the following: "Acme Transfer, L. L. Hilles, Prop.--Pianos, Furniture, Baggage, Freight. Office 814 Market Street, Main 0510. Residence 2255 Ocean View Blvd., Main 4474, San Diego, Cal.

From Mr. Groocox' testimony it appears that this respondent

never applied for nor received a permit to operate as a Highway Contract Carrier, a Radial Highway Common Carrier nor as a City Carrier. However, he holds a municipal license issued by the City of San Diego authorizing him, during the year ending June 30, 1936, to operate a baggage and transfer business and to conduct a street stand at 6th and Market Streets.

We shall now consider the operations of the respondent, J. W. Saunders. This respondent conducts his business at his street stand, 546 Market Street, near 6th Avenue, in San Diego, in front of the Sheet Metal Works operated by Kirk & Kelly. Upon the window of this establishment appears the sign "Express", while on the truck the words "Transfer" and "Express" appear. This truck, a 1924 Model T Ford, is registered to respondent as legal owner in the records of the Division of Motor Vehicles.

During a conversation had by Inspector Brison with this respondent on January 7, 1936, at the latter's street stand, respondent admitted he owned the truck and that he operated it for hire. When respondent's attention was called to the provisions of the Highway Carriers' Act he stated he understood the law but had been unable to comply because of the expense of securing insurance, the business he enjoyed being insufficient to justify this outlay. He admitted he had hauled baggage and furniture, and that he was engaged in the transfer business, stating in this connection he "would go anywhere for hire".

One of the partners conducting the sheet metal shop, in front of which respondent maintains his stand, Robert C. Kelly, testified he knew that Saunders held a license from the city to conduct the stand; that he had maintained this stand in the same place during the past twelve years; and that respondent used the



telephone in the shop in connection with his transfer business, the witness answering the telephone quite frequently during Saunders' absence. He stated that quite often he had relayed to Saunders orders received by telephone for the transportation of property. On several occasions the firm of Kirk & Kelly had employed Saunders to transport property for compensation. Also, he has observed respondent transporting and delivering property in his truck. Subsequently, Inspector MacKenzie testified this witness had advised him he would be glad to receive orders for transportation in Saunders' absence.

On February 27, 1936, respondent transported for Inspector MacKenzie a shipment of furniture between points within the City of San Diego. On this occasion MacKenzie accompanied Saunders and observed the receipt and picking up of the furniture at 1860 - 3rd Avenue, and its delivery at 1450 - 4th Avenue, San Diego. For this service MacKenzie paid respondent seventy-five cents, accepting from him a receipt. This was written upon the back of one of Saunders' business cards, on the face of which appears: "J. W. Saunders--Moving and Transfer--Baggage, 546 Market Street, San Diego, Calif. Phone Franklin 4443. Residence phone Franklin 4007". The business telephone corresponds to that appearing on the card of Kirk & Kelly, handed by Mr. Kelly to Inspector MacKenzie and introduced in evidence. In this instance, also, Inspector Brison followed the truck in his car, and observed the picking up, transportation and delivery of the furniture, the payment of the charges and the delivery of the receipt.

This respondent participated in the delivery of the shipment tendered originally by Inspector Bassett to respondent Gaspar, a circumstance to which we have already adverted. Upon the payment of the charge covering this shipment, Saunders gave Inspector

Bassett a receipt written upon the back of his business card, which was similar in form to that handed Inspector MacKenzie. This shipment, it will be noted, was transported from San Diego to Chula Vista.

The testimony of Chief Investigator Croocox, discloses that this respondent neither applied for nor secured a permit to operate as a Highway Contract Carrier, a Radial Highway Common Carrier, nor as a City Carrier. However, he holds a municipal license to operate within the City of San Diego a baggage and transfer business, and to conduct a street stand at the Northwest corner of 6th and Market Streets. This license will expire June 30, 1936.

It was established that upon each of the occasions when the Commission's inspectors employed respondents to make specific shipments, the routes that were followed traversed public streets and highways. In some instances, as we have pointed out, the service was performed wholly within the City of San Diego, and in others between San Diego on the one hand, and Chula Vista or National City on the other. Moreover, the record shows that the respondents, other than Hilles, have held themselves out to serve any point in the vicinity of San Diego.

Although none of the respondents offered any testimony, the suggestion was made by their counsel during the cross-examination of the Commission's witnesses, that respondents had been induced by the Commission's agents to make the specific shipments described in their testimony. In other words, counsel intimated that respondents were entrapped into making these shipments. It is clear, however, that upon none of these occasions was any of the respondents induced to handle any shipments or to take any steps which he would not otherwise have done freely and voluntarily. Moreover, it clearly appears that respondents were engaged in conducting a general transfer business, and that in the course of this business these specific

shipments were tendered them for transportation. No pressure was applied, no inducement was offered, and no persuasion was exerted to cause any of the respondents to perform an act which did not fall within the general course of his business, and which he would not otherwise have done freely and of his own accord. Clearly, there was no proof of entrapment.

From the evidence in this case it abundantly appears that the respondents, respectively, are engaged in the transportation of property for compensation by motor vehicles over the public highways. As to none of them was it established that they are operating under a special arrangement or contract entered into with any of their patrons; on the contrary, they have held themselves out to serve the public indiscriminately. This general offer is shown by the signs appearing upon the premises where they maintain their headquarters, and on the vehicles they use; it appears from their business cards; it is indicated by the fact that some of them, particularly Saunders, Gaspar and Hilles, conduct street stands where they hold themselves in readiness to serve any one; it further appears from the arrangements they have made for receiving telephone calls and for the transmission of such calls received in their absence; it is established by the testimony of patrons familiar with their operations who have used their facilities for the transportation of property to points within and adjacent to San Diego; and finally it is shown by the fact that all of them, other than Gaspar, have applied for and received municipal licenses to engage in the baggage and transfer business. These circumstances, considered collectively, justify us in concluding that all the respondents are operating as common carriers.

Some of them operate both within and without the City of San Diego. The respondents Roberts, Gaspar and Hilles are trans-

porting property wholly within the City of San Diego, and to this extent, therefore, are engaged in business as City Carriers. But the respondents, other than Hilles, are not exclusively so engaged. It also appears that respondents, Gaspar, Roberts and Saunders will transport property beyond the limits of San Diego, but respondent Hilles has declined to do so, confining his operations wholly to points within the City. Since there is no proof that any of the respondents has conducted a transportation service between fixed termini or over a regular route, it is apparent that the operations of those transporting property beyond the City of San Diego fall within the category of a Radial Highway Common Carrier. This applies to all the respondents, except Hilles.

Inasmuch as none of the respondents has applied for nor secured from this Commission a permit authorizing such operations, it follows that a Cease and Desist Order should be issued.

Based upon the evidence adduced in this proceeding, the Railroad Commission of the State of California hereby finds the facts as follows:

I.

(1) That the respondent, J. D. Roberts, was on the 16th day of September, 1935, and he ever since has been engaged, under the firm name and style of Roberts' Moving and Transfer Service, in the transportation of property for compensation or hire as a business, over the public highways of the State of California by means of a motor vehicle or motor vehicles, as a Common Carrier other than as a Common Carrier of property between fixed termini or over a regular route.

(2) That the respondent, J. D. Roberts, was on the 16th day of September, 1935, and he ever since has been engaged, under the firm name and style of Roberts' Moving and Transfer Service,

in the transportation of property for compensation or hire as a business, over the public highways within the City of San Diego, in said State, by means of a motor vehicle or motor vehicles.

(3) That said respondent has never applied for nor received from this Commission any permit to operate as a Radial Highway Common Carrier, or as a City Carrier, pursuant to the provisions of Chapters 223 and 312, respectively, Statutes of 1935 of the State of California.

## II.

(1) That the respondent, Leo Gaspar, was on the 16th day of September, 1935, and he ever since has been engaged, under the firm name and style of Leo's Express, in the transportation of property for compensation or hire as a business, over the public highways of the State of California by means of a motor vehicle or motor vehicles, as a Common Carrier other than as a Common Carrier of property between fixed termini or over a regular route.

(2) That the respondent, Leo Gaspar, was on the 16th day of September, 1935, and he ever since has been engaged, under the firm name and style of Leo's Express, in the transportation of property for compensation or hire as a business, over the public highways within the City of San Diego, in said State, by means of a motor vehicle or motor vehicles.

(3) That said respondent has never applied for nor received from this Commission any permit to operate as a Radial Highway Common Carrier, or as a City Carrier, pursuant to the provisions of Chapters 223 and 312, respectively, Statutes of 1935 of the State of California.

### III.

(1) That the respondent, L. L. Hilles, was on the 16th day of September, 1935, and he ever since has been engaged, under the firm name and style of Acme Transfer, in the transportation of property for compensation or hire as a business, over the public highways within the City of San Diego, in the State of California, by means of a motor vehicle or motor vehicles.

(2) That said respondent has never applied for nor received from this Commission any permit to operate as a City Carrier, pursuant to the provisions of Chapter 312, Statutes of 1935 of the State of California.

### IV.

(1) That the respondent, J. W. Saunders, was on the 16th day of September, 1935, and he ever since has been engaged in the transportation of property for compensation or hire as a business, over the public highways of the State of California by means of a motor vehicle or motor vehicles, as a Common Carrier other than as a Common Carrier of property between fixed termini or over a regular route.

(2) That the respondent, J. W. Saunders, was on the 16th day of September, 1935, and he ever since has been engaged in the transportation of property for compensation or hire as a business, over the public highways within the City of San Diego, in said State, by means of a motor vehicle or motor vehicles.

(3) That said respondent has never applied for nor received from this Commission any permit to operate as a Radial Highway Common Carrier, or as a City Carrier, pursuant to the provisions of Chapters 223 and 312, respectively, Statutes of 1935 of the State of California.

An order of this Commission finding an operation to be unlawful and directing that it be discontinued is, in its effect, not unlike an injunction issued by a court. A violation of such order constitutes a contempt of the Commission. The California Constitution, the Public Utilities Act, the Highway Carriers' Act and the City Carriers' Act vest the Commission with power and authority to punish for contempt in the same manner and to the same extent as courts of record. In the event a party is adjudged guilty of contempt, a fine may be imposed in the amount of \$500.00, or he may be imprisoned for five days, or both. C.C.P. Sec. 1218, Motor Freight Terminal Co. v. Bray, 37 C.R.C. 224; In re Ball and Hayes, 37 C.R.C. 407; Wermuth v. Stamper, 36 C.R.C. 438; Pioneer Express Company v. Keller, 33 C.R.C. 571.

It should also be noted that under Section 79 of the Public Utilities Act, a person who violates an order of the Commission is guilty of a misdemeanor and is punishable in the same manner. Similarly, under Section 14 of the Highway Carriers' Act and Section 13 of the City Carriers' Act, any person, or any director, officer, agent or employee of a corporation who violates any of the provisions of these acts, respectively, or of any operating permit issued thereunder to any highway carrier or city carrier, respectively, or any order, rule or regulation of the Commission, is guilty of a misdemeanor and is punishable by a fine not exceeding \$500.00, or by imprisonment in the County Jail for not exceeding three months, or by both fine and imprisonment.

#### O R D E R

A public hearing having been held in the above entitled matter, evidence having been introduced, the matter having been submitted, and the Commission now being fully advised,

IT IS HEREBY ORDERED:

(1) That the respondent, J. D. Roberts, doing business under the firm name and style of Roberts' Moving and Transfer Service, be and he is hereby required and directed to cease and desist, directly or indirectly, or by any subterfuge or device, from conducting or continuing any and all operations for the transportation of property for compensation or hire as a business, over any public highway of the State of California, by means of any motor vehicle or motor vehicles, as a Radial Highway Common Carrier, as defined in Chapter 223, Statutes of 1935 of the State of California, unless he shall first have secured from the Railroad Commission a proper permit authorizing him to operate as such.

(2) That the respondent, J. D. Roberts, doing business under the firm name and style of Roberts' Moving and Transfer Service, be and he is hereby required and directed to cease and desist, directly or indirectly, or by any subterfuge or device, from conducting or continuing any and all operations for the transportation of property for compensation or hire as a business, over any public highway in any city or city and county in the State of California, and particularly within the City of San Diego, County of San Diego in said State, by means of any motor vehicle or motor vehicles, unless he shall first have secured from the Railroad Commission a proper permit authorizing him to operate as such.

(3) That the respondent, Leo Gaspar, doing business under the firm name and style of Leo's Express, be and he is hereby required and directed to cease and desist, directly or indirectly, or by any subterfuge or device, from conducting or continuing any and all operations for the transportation of property for compensation



or hire as a business, over any public highway of the State of California, by means of any motor vehicle or motor vehicles, as a Radial Highway Common Carrier, as defined in Chapter 223, Statutes of 1935 of the State of California, unless he shall first have secured from the Railroad Commission a proper permit authorizing him to operate as such.

(4) That the respondent Leo Gaspar, doing business under the firm name and style of Leo's Express, be and he is hereby required and directed to cease and desist, directly or indirectly, or by any subterfuge or device, from conducting or continuing any and all operations for the transportation of property for compensation or hire as a business, over any public highway in any city or city and county in the State of California, and particularly within the City of San Diego, County of San Diego in said State, by means of any motor vehicle or motor vehicles, unless he shall first have secured from the Railroad Commission a proper permit authorizing him to operate as such.

(5) That the respondent, L. L. Hilles, doing business under the firm name and style of Acme Transfer, be and he is hereby required and directed to cease and desist, directly or indirectly, or by any subterfuge or device, from conducting or continuing any and all operations for the transportation of property for compensation or hire as a business, over any public highway in any city or city and county in the State of California, and particularly within the City of San Diego in said State, by means of any motor vehicle or motor vehicles, unless he shall first have secured from the Railroad Commission a proper permit authorizing him to operate as such.

(6) That the respondent, J. W. Saunders, be and he is hereby required and directed to cease and desist, directly or indirectly, or by any subterfuge or device, from conducting or continuing any

and all operations for the transportation of property for compensation or hire as a business, over any public highway of the State of California, by means of any motor vehicle or motor vehicles, as a Radial Highway Common Carrier, as defined in Chapter 223, Statutes of 1935 of the State of California, unless he shall first have secured from the Railroad Commission a proper permit authorizing him to operate as such.

(7) That the respondent, J. W. Saunders, be and he is hereby required and directed to cease and desist, directly or indirectly, or by any subterfuge or device, from conducting or continuing any and all operations for the transportation of property for compensation or hire as a business, over any public highway in any city or city and county in the State of California, and particularly within the City of San Diego, County of San Diego in said State, by means of any motor vehicle or motor vehicles, unless he shall first have secured from the Railroad Commission a proper permit authorizing him to operate as such.

IT IS HEREBY FURTHER ORDERED that the Secretary of this Commission shall immediately cause certified copies of this decision to be personally served upon said respondents, and each of them.

IT IS HEREBY FURTHER ORDERED that for all other purposes this order shall become effective as to each respondent one day from and after the service hereof upon such respondent.

Dated at San Francisco, California, this 6<sup>th</sup> day of April, 1936.

M. D. Harris  
Leon Whitely  
M. H. Cox  
Walter H. Jones  
Frederick H. Jones  
Commissioners.