

Decision No. 30140

BEFORE THE RAILROAD COMMISSION OF THE STATE OF CALIFORNIA

In the Matter of the Application of)
JOSEPH C. HORNALL)
doing business under the name and)
style of College City Warehouse for) Application No. 21451
an order granting permission to)
encumber public utility property.)

In the Matter of the Application of)
DE PUE WAREHOUSE COMPANY)
for a permit to sell warehouse pro-) Application No. 21455
perty and equipment.)

BY THE COMMISSION:

ORIGINAL

OPINION

In Application No. 21455 De Pue Warehouse Company asks permission to sell for \$18,000. to Joseph C. Hornall that certain warehouse property, together with all warehouse equipment, including all scales, grain elevators and hand trucks located therein and thereon, commonly known collectively as the "College City Warehouse". The real property on which said College City Warehouse is located and which is included in the proposed sale, consists of all those certain lands, pieces or parcels of land situate, lying and being in the County of Colusa, State of California, and more particularly described as follows, to-wit--

" PARCEL 1: BEGINNING at a point where the northerly line of Fractional Section Six (6), T. 13 N., R. 1 W., M.D.B. & M., intersects the Westerly line of the Southern Pacific Railroad Company's right of way and from which point of beginning a 3/4 inch gas pipe marking the northeasterly corner of Section 6, T. 13 N., R. 1 W., M.D.B. & M., bears S. 89° 50' E. 1742.8 feet, more or less, and running from the said point of beginning N. 89° 50' W. 881 feet to a point on the northerly line of the said Section 6; thence S. 03° 40' E. 1152.9 feet, more or less, to a 1-1/2 inch angle iron in a fence corner at an angle in the westerly line of the Southern Pacific Company's right of way, thence Northeasterly on the said Westerly right of way line 1420 feet, more or less, to the place of beginning. Being a part of the Northeast 1/4 of Section 6, T. 13 N., R. 1 W., M.D.B. & M., and containing twelve and eleven one-hundredths (12.11) acres of land, more or less.

PARCEL 2: BEGINNING at a point on the westerly line of Southern Pacific Railroad Company's right of way distant 150 feet westerly measured radially from the center line of main track of said Railroad Company at Engineer's Station 162+18.61, said point of beginning bears North 1° 04'17" West, 3405.44 feet from the quarter corner on the south line of said Section 6; thence northerly along said right of way line on a curve to the right, having a radius of 5879.60 feet (the long chord of said curve bears North 20° 51'21" East, 715.09 feet) to a point distant 150 feet westerly measured radially from said center line at Engineer's Station 169+19.20; thence North 55° 10'40" East along said right of way line, 193.95 feet to a point distant 53 feet westerly measured radially from said center line at Engineer's Station 170+84.22; thence South 64° 00'28" East, 8.00 feet to a point; thence southerly along the arc of a curve to the left, having a radius of 5774.60 feet, concentric with said center line, (the long chord of said curve bears South 21° 40'51" West, 868.23 feet) to a point; thence North 72° 37'50" West, 105 feet to the point of beginning, containing an area of 1.924 acres, more or less, and being a portion of the north half of Section 6, Township 13 North, Range 1 West, M.D.B. & M."

The warehouse building which De Pue Warehouse Company has agreed to sell to Joseph C. Hornall was constructed during 1936 and has a floor space of 18,000 square feet. It is of corrugated iron, wood and concrete construction.

In Application No. 21451 Joseph C. Hornall asks permission to issue a note for the principal sum of \$10,000. and to execute a deed of trust to secure the payment of such note; the note to carry interest at the rate of 7% per annum, payable quarterly. The principal of the note is payable in installments of \$1,000. or more on the 11th day of each September, beginning on the 11th day of September, 1938, and each September thereafter until the 11th day of September, 1943, on which date the entire balance of the principal and interest will become due and payable. Joseph C. Hornall proposes to use the \$10,000. realized through the issue of said note, together with cash on hand to pay the \$16,000. which he has agreed to pay the De Pue Warehouse Company for the College City Warehouse and equipment. The deed of trust which Joseph C. Hornall asks permission to execute

will be a lien on the real property heretofore described.

The De Pue Warehouse Company has filed with the Commission the rates which it was directed to file by the Commission by its order in Decision No. 30012 dated August 9, 1937 in Case No. 4231. The order provides that Joseph C. Hornall shall adopt such rates.

O R D E R

The Commission having considered applicants' requests and being of the opinion that these are not matters on which public hearings are necessary, and that the requests of applicants should be granted as herein provided, that the money, property or labor to be procured or paid for through the issue of the note of Joseph C. Hornall is reasonably required for the purposes herein specified and that the expenditures for such purposes are not in whole or in part reasonably chargeable to operating expenses or to income, therefore,

IT IS HEREBY ORDERED as follows:-

1. De Pue Warehouse, a corporation, may on or before November 1, 1937 sell and transfer to Joseph C. Hornall the warehouse properties referred to in the foregoing opinion and in Application No. 21455 and agreement dated September 1, 1937 filed with such application.
2. Joseph C. Hornall may, on or before November 1, 1937, execute a deed of trust in, or substantially in, the same form as the deed of trust filed with the Railroad Commission in Application No. 21451 on September 14, 1937 for the purpose of securing the payment of a note in the sum of not exceeding \$10,000., the issue of which note is hereby authorized.
3. Joseph C. Hornall shall use the proceeds realized through the issue of the said \$10,000. note to pay in part the cost of acquiring the warehouse properties and equipment which the De Pue Warehouse is herein authorized to sell to him.

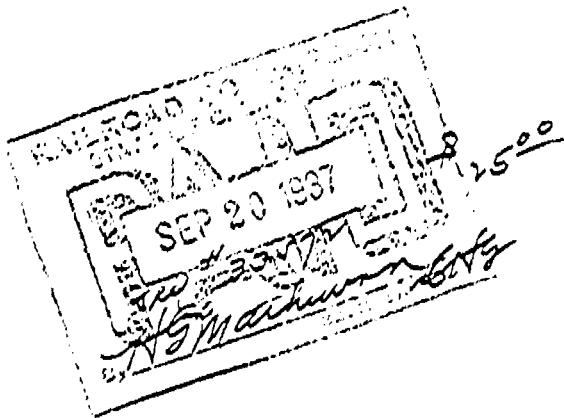
4. The authority herein granted to execute a deed of trust is for the purpose of this proceeding only, and is granted only insofar as this Commission has jurisdiction under the terms of the Public Utilities Act, and is not intended as an approval of such deed of trust as to such other legal requirements to which it may be subject.

5. Joseph C. Hornall shall file with the Commission within thirty (30) days after the transfer of the properties and the issue of the note referred to in this order, a copy of the deed or other instrument conveying to him the properties herein authorized to be transferred and a copy of the note as actually executed.

6. The authority herein granted to execute a deed of trust and to issue a note will become effective when Joseph C. Hornall has paid the minimum fee prescribed by Section 57 of the Public Utilities Act, which fee is Twenty-five (\$25.00) Dollars.

7. Applicants shall join immediately in a common supplement to the De Pue Warehouse Company's Country Warehouse Tariff No. 9-A, C.R.C. No. 10 and Supplement No. 1 thereto, the same being applicable at College City, applicant De Pue Warehouse Company on the one hand withdrawing and applicant Joseph C. Hornall on the other hand adopting such tariff and all effective supplements thereto.

DATED at San Francisco, California, this 20th day of September, 1937.



W. H. [Signature]
J. C. Hornall
Frank [Signature]
[Signature]
[Signature]

Commissioners.