

BEFORE THE RAILROAD COMMISSION OF THE STATE OF CALIFORNIA

In the Matter of the Application of MELVIN A. PIXLEY who proposes to do business under the fictitious name and style of "FURNITURE FAST FREIGHT," for a certificate of public convenience and necessity to operate an automotive service as a common carrier for the transportation of uncrated new furniture (a) from Los Angeles to San Francisco, Oakland, Richmond, Sacramento, Redlands, Riverside, San Diego and intermediate points; and (b) from San Francisco to Stockton, Los Angeles, Redlands, Riverside, San Diego and intermediate points; and (c) from Fresno to Los Angeles, Redlands, Riverside, San Diego, and intermediate points.

ORIGINAL

Application No. 23745.

F. W. TURCOTTE, BEN C. COHEN and C. G. ANTHONY,  
for applicant

JACKSON W. KENDALL, for California Van & Storage  
Association and Bekins Van Lines, Inc., pro-  
testants

DANIEL P. BRYANT, for Bekins Van Lines, Inc.,  
protestant

C. G. LONG, for Lyon Van Lines, Inc., protestant

ELLIS BROWN, for Triangle Transfer & Storage  
Company, protestant

H. P. MERRY, for Southern California Freight Lines,  
Inc., and Southern California Freight Forwarders,  
protestants

F. F. MORGAN and BEN C. COHEN, for Furniture Manu-  
facturers Association, interested party

E. T. LUCE, for The Atchison, Topeka & Santa Fe  
Railway Company, interested party

WILLIAM MEINHOLD, for Southern Pacific Company,  
interested party

WALLACE K. DOWNEY, for Pacific Freight Lines and  
Keystone Express System, interested party

R. C. FELLS, for Retail Furniture Association of  
California, Inc., interested party

W. G. STONE, for Sacramento Chamber of Commerce,  
interested party

BY THE COMMISSION:

O P I N I O N

In this proceeding applicant MELVIN A. PIXLEY seeks authority to establish and operate an on-call automotive truck service as a highway common carrier, as that term is defined in Section 2-3/4 of the Public Utilities Act, for the transportation of new furniture and parts thereof, as described under the headings of "Furniture" and "Furniture Parts" in the Western Classification, No. 68 C.R.C.-W.C. No. 1 of R.C. Fyfe Agent, when not crated, boxed,<sup>(1)</sup> packed or wrapped, as follows:

(a) From Los Angeles territory,<sup>(2)</sup> (Los Angeles and territory adjacent thereto) on the one hand, to San Francisco territory,<sup>(3)</sup> (San Francisco and territory adjacent thereto), North Sacramento,<sup>(4)</sup> San Diego and an area described by applicant as "Territory B" (roughly, "Territory B" includes the Los Angeles metropolitan area and all area extending from Los Angeles to Santa Monica, Long Beach, Newport Beach, Santa Ana, Whittier, Pomona, Corona, Redlands, Riverside, San Bernardino, Pasadena and Burbank), on the other hand.

(b) From San Francisco territory on the one hand, to Los Angeles territory, on the other hand, serving no intermediate points; and from San Francisco territory, on the one hand, to Territory B and San Diego on the other hand, serving all intermediate points between Los Angeles and San Diego via U. S. Highway 101 and 101 alternate.

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(1) When the term "uncrated furniture" is hereinafter used in the opinion, it means "Furniture" and "Furniture Parts" when not crated, wrapped or packed.

(2) The term "Los Angeles territory," when used in this opinion means "Los Angeles territory" as described in the application herein.

(3) The term "San Francisco territory," when used in this opinion, means "San Francisco territory" as described in the application herein.

(4) The term "Territory B," is described in the following order.

(c) From Fresno and an area within a radius of five (5) miles of Fulton and Fresno Streets thereof, on the one hand, to Los Angeles territory, Territory B and San Diego, on the other hand, serving all intermediate points.

Applicant does not seek authority to transport furniture and furniture parts for all the public, in that he proposes his service to be limited to the transportation of new furniture and parts thereof when consigned to furniture manufacturers, furniture retailers, furniture stores, furniture dealers, furniture brokers, furniture jobbers, hotels, auto courts, hospitals, and schools, except that when shipments are destined to any point or points situated in territory B, he proposes no limitation or restriction on the type of person or firm to whom shipments are destined.

Public hearings in this proceeding were conducted by Examiner Gorman at Los Angeles on October 18th, November 18th, 20th, 27th, 28th and 29th, 1940, at Sacramento on October 21st, 1940, at Fresno on October 24th, 1940, at San Diego on October 31st, 1940, and at Santa Ana on November 4th, 1940. The matter has been duly submitted and is now ready for decision.

Turning now to the evidence introduced in support of the application it clearly appears that the backbone of applicant's proposed service is the movement of new furniture from the Los Angeles area to various California destinations. During the course of the last several years the Los Angeles area has experienced such a tremendous increase and expansion in the manufacture of furniture and furniture parts that today it ranks as one of the nation's greatest furniture manufacturing centers. Thus we find approximately 300 furniture factories in this center, approximately 150 of which manufacture 90% of the furniture manufactured in this area, and which are members of the Furniture Manufacturers Association. (5)

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(5) The Furniture Manufacturers Association was incorporated as a non-profit association, composed of furniture manufacturers. It owns a warehouse where orders for furniture are taken and elaborate displays of furniture by its members are maintained.

A large volume of this furniture, about \$2,000,000 in value per month, is sold to retail stores located throughout the State of California, the greater portion thereof being sold to stores within the territory which applicant proposes to serve. The greater percentage of this furniture is transported in an uncrated manner. For example, 90% of that moving to San Francisco and Sacramento and intermediate points moves in such form. The great bulk of the movement of uncrated new furniture from Los Angeles to the area proposed to be served by applicant is transported by the following carriers: Southern Pacific Company to San Francisco by means of a pool car service;<sup>(6)</sup> Furniture Truck Lines, Inc., an alleged contract carrier, to Sacramento and intermediate points via the San Joaquin Valley and to Burlingame and intermediate points via the Coast Route; and Huntington Park and Los Angeles Transfer Company, an alleged contract carrier, to San Diego, Redlands, Riverside, San Bernardino, Corona, Pasadena and intermediate points. The record shows that these three carriers transported approximately 774,000 pounds of uncrated new furniture to these points during the month of August, 1940. In addition to this traffic, additional tonnage of uncrated new furniture was transported to the same area by other "For-hire" carriers and proprietary trucks. There is also some movement of uncrated furniture southbound from Fresno.

We now direct attention to the question of whether or not there is a public need and necessity for a common carrier truck service of the type proposed by applicant for the movement of such traffic.

The record is replete with testimony of the advantages, conveniences, necessities and benefits of a specialized uncrated transportation service when compared with a service which requires crating

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(6) The evidence shows that this service was to be discontinued on or about December 10, 1940.

or packing to prepare the furniture for safe transportation, or compared with a service wherein new furniture is transported together with general merchandise or used household goods. The testimony of many public witnesses called on behalf of applicant is in substance the same and succinctly stated is substantially to the following effect: that transportation of new furniture in an uncrated manner benefits both the consignors and consignees in many ways; that furniture moving in an uncrated manner saves time, labor, expense and floor space and results in other advantages including less handling of and damage to the furniture; that such uncrated service eliminates the direct time consumed therein for crating or similar acts necessary to meet the requirement of common carriers of general merchandise that shipments be tendered in a condition reasonably safe for transportation; that it eliminates the delay resulting from shipments being tendered to a carrier too late for a particular schedule wherein such delay was entirely caused by the additional time taken for the crating or otherwise preparing the shipment for safe transportation; that it eliminates any delay on the part of the dealer at destination in placing the furniture on his floor for display purposes and expedites delivery to the dealers' customers because no time need be taken for uncrating, etc.; that uncrated furniture is open and available for immediate inspection upon arrival at destination and if rejected because of damage or otherwise may be returned to the consignor immediately by the same truck, whereas in a crated service damages are generally concealed until the furniture has been uncrated; that when rejected furniture is returned in the latter case, the receiver must suffer the delay of re-crating; that fewer damages occur in a specialized uncrated service because damages, especially scratches and marrings, decrease with less handling; that the opportunity of immediate inspection of uncrated furniture by the carrier at the point of origin and by the receiver at point of destination eliminates the question as to the one responsible for damages which, in a crated service, might be the shipper,

carrier or receiver; that expense is saved in the uncrated service, as no expense is entailed for crating materials and labor or for disposing of the refuse and debris resulting from crating and uncrating; that the acts of crating and uncrating require floor space which is eliminated by an uncrated service; and that a very substantial saving in damages is effected by a specialized uncrated service.

The record is abundant with testimony that a service providing transportation of uncrated new furniture in mixed loads with general merchandise or used household goods would not be utilized and would be unsatisfactory and inadequate. It is undisputable that a specialized service wherein new furniture is the only type of commodity transported is the character of service needed and desired.

It further appears that many dealers require and would be inconvenienced by a service providing direct deliveries to hotels, auto courts, hospitals and schools located throughout the territory proposed to be served by applicant. Such a direct service not only saves time but decreases handling of the furniture and saves the transportation expense of delivery from local dealer to school, etc. In reference to "Territory B" it further appears that it would be convenient and there is a need for a direct service to private individuals, as well as furniture retailers, etc.

We shall now consider whether the protestants are adequately and satisfactorily rendering a specialized service for the transportation of uncrated new furniture and are affording to the shippers the advantages above described.

The protests of Southern California Freight Lines and Southern California Freight Forwarders are based upon the proposition that for several months last past the former has been and still is ready, able and willing to render, in the area which it serves, a specialized service similar to that proposed by applicant. In support of this, H. P. Merry, Traffic Manager of Southern California Freight Lines, testified that in January of 1939 his company made a study of

the needs for a specialized motor truck service for the transportation of uncrated new furniture and sought without success the support of the Furniture Manufacturers Association for the establishment of such a service. He further testified, however, that his company does not offer to the public such a specialized service; that it has rejected and refused to accept high grade furniture tendered for transportation in an uncrated manner; that prior to 1928 his company rendered a specialized service similar to that proposed, but ceased such service in that year and never reestablished it thereafter. From this testimony it is inescapable that Southern California Freight Lines has not, since 1928, held itself out to render, nor has rendered, the type of service proposed herein, though if assured of sufficient traffic it would be ready, able and willing to do so. Since, at present, it will handle new furniture only if crated, it is obvious that its service is not similar to that proposed by applicant and desired by the shippers and receivers.

Ellis Brown, partner of Triangle Transfer and Storage Company, which holds a certificate of public convenience and necessity authorizing it to render a highway common carrier service of both crated and uncrated new and used furniture in the area generally east and south of Los Angeles, contended that the service rendered by his company was adequate and satisfactory to meet the needs of the shipping public. It appears that said service is one wherein both new furniture and used household goods are transported on the same truck at the same time. The testimony of many witnesses clearly shows that the chief objection to mixed loads of new furniture and used household goods is the danger of contamination of the new furniture by germs, moths, dirt, etc., from the used household goods. It is clear from the testimony of many public witnesses that such a service is objectionable, unsatisfactory, inadequate and would not be patronized. Whether for this reason, or others, Triangle Transfer and Storage Company has transported but a small percentage of the uncrated new furniture moving into the territory served by said

company. Furthermore, it appears that Triangle was not interested in and even dissuaded practically if not all traffic moving to all points which it has a certificate to serve, except traffic between Los Angeles and San Diego and direct intermediate points. Triangle's tariff provides prohibitive arbitrary rates to points other than those located directly on its mainly travelled route between Los Angeles and San Diego and this has proven to be a successful deterrent to the securement of traffic to said off-route points.

The record shows that protestant Triangle does not perform the actual transportation service on traffic tendered to it for movement to such off-route points within its certificated territory, but turns such shipments over to other carriers, including contract carriers, to perform the transportation service. It further appears that Triangle has transported new furniture uncrated at rates and charges at variance with those in its tariff. Thus, between April and November, 1940, it assessed rates on a per piece basis in accordance with a schedule distributed to furniture dealers and manufacturers instead of at its tariff rates. It is clear that Triangle has not offered an adequate or satisfactory service and has disregarded its common carrier duties. Triangle Transfer and Storage Company therefore should not be permitted to stand in the path of applicant, who is willing to render a specialized service for the transportation of uncrated new furniture in consonance with the needs and desires of the shipping public.

Bekins Van Lines, Inc. and California Van and Storage Association protests were primarily based on the contentions that the rates proposed by applicant would not return the costs of the transportation and that if the Commission determined on rehearing of Application No. 22430 that Bekins Van Lines, Inc. has the right to transport new uncrated furniture, when, for the purpose of resale, it would provide such a specialized service at compensatory rates and therefore the application herein should be denied, as Bekins would

then be first in the field. In Decision No. 33694, issued on December 3, 1940, (after the submission of the present case), the Commission affirmed its Decision No. 33013 in Application No. 22480, as modified by Decision No. 33135. The two last mentioned decisions do not authorize Bekins to transport new furniture when for the purpose of resale. Decision No. 33694 further revoked and annulled any and all operative rights heretofore granted to it which did not expressly limit the transportation of new household furniture and equipment when not intended for the purpose of resale. The above decisions conclusively answer Bekins' second contention hereinabove set forth. Bekins is thus now without authority to render a service similar to that proposed herein and its protest may therefore be disregarded. The question of costs will be treated hereinafter in conjunction with the discussion of applicant's ability to render the proposed service.

We now turn to the question of whether or not applicant is able to render a specialized uncrated service which will meet the conveniences and necessities of the shipping public. Applicant is unquestionably experienced and qualified to manage a transportation service of uncrated new furniture, having been manager of Huntington Park and Los Angeles Transfer for the last several years. It also appears that applicant has net assets totaling approximately \$18,950.00, which he is willing to invest in the proposed service, and that he will be able immediately to purchase sufficient available equipment from Furniture Truck Lines and Huntington Park and Los Angeles Transfer, which is well suited for such transportation. The record shows that he will take over the business of these carriers and also that now being handled by Southern Pacific Company through means of the pool car service heretofore mentioned.

Mr. C. C. Anthony, a cost engineer, presented a cost study (Exhibit No. 14), which study was based upon the volume of traffic transported within the area involved herein by the Furniture Truck

Lines, Inc., Huntington Park and Los Angeles Transfer and Southern Pacific Company pool car service. This study shows that if applicant received only that amount of traffic transported by said carriers, the service would, as a whole, prove financially successful. The record shows that applicant proposes, if this application is granted, to purchase the equipment of and will secure the business handled by Furniture Truck Lines, Inc. and Huntington Park and Los Angeles Transfer and will also secure the traffic transported by Southern Pacific pool car.

A. V. MacDonald, managing director of the Furniture Manufacturers Association, testified that its traffic department handles the traffic problems of its members and controls to a great extent the routing of both their interstate and intrastate shipments; that said Association now handles the uncrated new furniture which is transported by Southern Pacific's pool car service; that additional tonnage would be tendered to applicant by members of the Association in direct ratio to applicant's ability to handle such additional tonnage; that the tonnage to points situated in "Territory B" could be doubled within ninety days; that the tonnage to San Diego could be tripled and the tonnage to Santa Barbara and points north, to and including Burlingame, could be increased 40% within ninety days; and that said additional tonnage would be diverted for the most part from proprietary trucks and a small part from various contract carriers.

It should be noted that the record discloses the only traffic which will be diverted from any common carrier is that tonnage now moving by means of the pool car service of the Southern Pacific. As we have heretofore stated, such service was to have been discontinued on or about December 10, 1940, and if this has been done there will be no diversion whatsoever of traffic from common carriers, because the record further shows that the furniture which is now moving in a crated manner will continue to do so because it is peculiarly adapted to that type of transportation.

A careful consideration of the entire record leads to the conclusion, and we hereby find as a fact, that public convenience and necessity require the establishment and operation of an automotive truck service for the transportation of uncrated, unpacked and unwrapped new furniture, as a highway common carrier, as defined in Section 2-3/4 of the Public Utilities Act, by applicant as follows:

- (a) From Los Angeles territory, as defined in the application, to North Sacramento, and intermediate points.
- (b) From Los Angeles territory, as defined in the application, to San Francisco and Richmond and intermediate points, via the Valley and Coast Routes.
- (c) From Los Angeles territory, as defined in the application, to San Diego and intermediate points, via U.S. Highway No. 101 and U.S. Highway No. 101 Alternate.
- (d) From Los Angeles territory, as defined in the application, to all points within "Territory B," as defined in the application, over any and all available highways.
- (e) From Fresno to Los Angeles and intermediate points.
- (f) From San Francisco to Los Angeles territory, as defined in the application, restricting the service, however, to only such furniture as is used for display purposes at the building of the Furniture Retailers Association of California;

including the right to transport and return to points of origin any furniture which is rejected or refused by the receiver thereof; provided, further, that except for shipments destined to points or places situated within "Territory B" as herein defined, the transportation should be restricted and limited to shipments which are destined to furniture manufacturers, furniture retailers, furniture stores, furniture dealers, furniture brokers, furniture jobbers, hotels, auto courts, hospitals and schools.

Applicant herein is hereby placed upon notice that "operative rights" do not constitute a class of property which should be capitalized or used as an element of value in determining reasonable

rates. Aside from their purely permissive aspect they extend to the holder a full or partial monopoly of a class of business over a particular route. This monopoly feature may be changed or destroyed at any time by the State, which is not in any respect limited as to the number of rights which may be given.

### C R D E R

Public hearings having been had in the above entitled application, and the matter having been submitted;

THE RAILROAD COMMISSION OF THE STATE OF CALIFORNIA HEREBY DECLARES that public convenience and necessity require the establishment and operation of an automotive truck service for the transportation of uncrated, unwrapped and unpacked new furniture, as described under the headings of Furniture and Furniture Parts in the Western Classification No. 68, C.R.C.--W.C. No. 1 of R. C. Fyfe, Agent, as a common carrier, as defined by Section 2-3/4 of the Public Utilities Act of the State of California, by Melvin A. Pixley, doing business as Furniture Fast Freight, over the routes and from and to the points hereinafter described, to-wit:

- (a) From Los Angeles territory, which is hereby defined as that area embraced by the following boundary: Beginning at the intersection of Sunset Boulevard and U. S. Highway No. 101, Alternate; thence northeasterly along Sunset Boulevard to State Highway No. 7; northerly along State Highway No. 7 to State Highway No. 118; northeasterly along State Highway No. 118 through and including the City of San Fernando; continuing northeasterly and southeasterly along State Highway No. 118 to and including the City of Pasadena; easterly along U. S. Highway No. 66 to State Highway No. 19; southerly along State Highway No. 19 to its intersection with U. S. Highway No. 101, Alternate, at Ximeno Street; southerly along Ximeno Street and its prolongation to the Pacific Ocean; westerly and northerly along the shore line of the Pacific Ocean to a point directly south of the intersection of Sunset Boulevard and U. S. Highway No. 101, Alternate; thence northerly along an imaginary line to point of beginning, to North Sacramento, serving all intermediate points over and along the following described route and sub-routes:

Route 1. From Los Angeles northerly over and along U. S. Highway No. 99 to Sacramento; thence northerly over and along U. S. Highway No. 99 to North Sacramento.

Sub-Route 1-a. At the junction of U. S. Highway No. 99 with State Highway No. 166 nine miles north of Grapevine westerly over and along State Highway No. 166 to its junction with U. S. Highway No. 399 at Maricopa; thence northerly and easterly over and along U. S. Highway No. 399 via Taft, to its junction with U. S. Highway No. 99 at Greenfield; thence northerly over and along U. S. Highway No. 99 at Famoso; thence westerly over and along U. S. Highway No. 466 to Wasco.

Sub-Route 1-b. At the junction of U. S. Highway No. 99 with State Highway No. 65 at Famoso northerly over and along State Highway No. 65 to its junction with State Highway No. 198 north of Exeter; thence westerly over and along State Highway No. 198 to Hanford; thence northerly over unnumbered highway to its junction with U. S. Highway No. 99.

Sub-Route 1-c. At the junction of U. S. Highway No. 99 with State Highway No. 180 at Fresno easterly over and along State Highway No. 180 to its junction with unnumbered highway two miles north of Sanger; thence southerly over and along unnumbered highway via Sanger to its junction with unnumbered highway one mile west of Parlier; thence easterly and southerly over and along unnumbered highway via Parlier, Reedley and Dinuba to its junction with unnumbered highway one and one-half miles south of Dinuba; thence westerly over and along unnumbered highway to its junction with U. S. Highway No. 99 at Kingsburg.

(b) From Los Angeles territory as defined herein, to San Francisco and Richmond, serving all intermediate points over and along the following described routes and sub-route:

Route 2. From Los Angeles northerly over and along U. S. Highway No. 99 to its junction with State Highway No. 120 at Manteca; thence westerly over and along State Highway No. 120 to its junction with U. S. Highway No. 50; thence continuing westerly over and along U. S. Highway No. 50 to its junction with unnumbered highway at Castro Valley; thence (1) westerly and northerly continuing over and along U. S. Highway No. 50 to its junction with U. S. Highway No. 40 at Oakland; thence (a) northerly over and along U. S. Highway No. 40 to Richmond and (b) westerly over and along U. S. Highway No. 50 to San Francisco, (2) southwesterly and westerly over and along unnumbered highway via Hayward and San Mateo Bridge to its junction with U. S. Highway No. 101; thence northerly over and along U. S. Highway No. 101 to San Francisco.

Route 3.

From Los Angeles territory (a) northerly over and along U. S. Highway 101 to its junction with U. S. Highway No. 101, Alternate, at El Rio, and (b) northerly over and along U. S. Highway No. 101, Alternate, to its junction with U. S. Highway No. 101 at El Rio; thence northerly over and along U. S. Highway No. 101 to San Jose; thence (a) northerly over and along U. S. Highway No. 101 to San Francisco, and (b) northerly over and along U. S. Highway No. 101, Alternate, to San Francisco.

Sub-Route 3-a At the junction of U. S. Highway No. 99 with State Highway No. 126 at Castaic Junction westerly over and along State Highway No. 126 to its junction with U. S. Highway No. 101 three miles south of Ventura.

(c) From Los Angeles territory, as defined herein, to San Diego, serving all intermediate points over and along the following described route:

Route 4.

From Los Angeles territory (a) southeasterly over and along U. S. Highway No. 101 to Doheny Park, and (b) southerly over and along U. S. Highway No. 101, Alternate, to its junction with U. S. Highway No. 101 at Doheny Park, and thence over and along U. S. Highway No. 101 to San Diego.

(d) From Los Angeles territory, as defined herein, to all points embraced in "Territory B", which is hereby defined as that area embraced by the following boundary:

Beginning at the intersection of U. S. Highway No. 101, Alternate and Sunset Blvd., thence westerly along an imaginary line to the shore of the Pacific Ocean; thence southerly and easterly along the shore of the Pacific Ocean to a point directly south of the southerly terminus of State Highway No. 55 at Newport Beach; thence due northerly along an imaginary line to the southerly terminus of Newport Blvd., (State Highway No. 55); thence northerly and easterly along Newport Blvd., to its junction with McPherson Avenue; thence westerly along McPherson Avenue to Santiago Boulevard; thence northerly along Santiago Boulevard to its junction with State Highway No. 55; thence northerly along State Highway No. 55 to its junction with State Highway No. 18; thence westerly along State Highway No. 18 to its junction with U. S. Highway No. 101; thence northerly and westerly along U. S. Highway No. 101 to its junction with State Highway No. 35; thence northerly and easterly along State Highway No. 35 to its junction with U. S. Highway No. 99; thence easterly along U. S. Highway No. 99 to its junction with State Highway No. 71 at Pomona; thence southerly and easterly along State Highway No. 71 to its junction with State Highway No. 18; thence easterly and northerly along State Highway No. 18 via Corona, Arlington and Riverside to its junction with U. S. Highway No. 99; thence easterly along U. S. Highway No. 99 to and including the City of Redlands; thence westerly along U. S. Highway No. 99 to its junction with State Highway No. 18; thence northerly and easterly along State Highway No. 18 to its junction with U. S. Highway No. 66, including the City of San Bernardino;

thence westerly along U. S. Highway No. 66 to its junction with Myrtle Avenue, approximately one mile south of Monrovia, thence northerly along Myrtle Avenue to its junction with Foothill Blvd., thence westerly and northerly along Foothill Blvd., to its junction with Fair Oaks Avenue; thence southerly along Fair Oaks Avenue to its junction with Montana Street; thence westerly along Montana Street to its junction with State Highway No. 118; thence northerly and westerly along State Highway No. 118 to State Highway No. 7; thence southerly along State Highway No. 7 to its junction with Sunset Blvd., thence along Sunset Blvd. to point of beginning, over and along any and all available public highways.

- (c) From Fresno to Los Angeles, serving all intermediate points over and along the following route:

Route 5. From Fresno over and along U. S. Highway No. 99 to Los Angeles.

- (f) From San Francisco to Los Angeles territory, as defined herein, for the transportation of uncrated, unwrapped and unpacked new furniture which has been on display at the Retail Furniture Association of California, Inc., only, over and along the routes and sub-route described in paragraph (b) of this order.

THE RAILROAD COMMISSION OF THE STATE OF CALIFORNIA HEREBY FURTHER DECLARES that public convenience and necessity require that applicant shall have the right and authority to transport and return to point of origin any shipment which has been refused or rejected by consignee at point of destination and that applicant shall, except for shipments destined to points within "Territory B" as defined in paragraph (d) of this order, transport shipments which are destined to furniture manufacturers, furniture retailers, furniture stores, furniture dealers, furniture brokers, furniture jobbers, hotels, auto courts, hospitals and schools, only.

IT IS HEREBY ORDERED that a certificate of public convenience and necessity be and the same is hereby granted to Melvin A. Pixley, doing business as Furniture Fast Freight, in accordance with the foregoing declarations, subject to the following conditions:

- (1) The authority herein granted shall lapse and be void if applicant shall not have complied with all of the conditions within the periods of time fixed herein, unless, for good cause

shown, the time shall be extended by further order of the Commission.

(2) Applicant shall file a written acceptance of the certificate herein granted within a period of not to exceed thirty (30) days from date hereof.

(3) Applicant shall commence the service herein authorized within a period of not to exceed thirty (30) days from the effective date hereof, and shall file in triplicate and concurrently make effective on not less than ten (10) days' notice to the Railroad Commission and the public a tariff or tariffs constructed in accordance with the requirements of the Commission's General Orders and containing rates and rules which in volume and effect shall be identical with the rates and rules introduced in evidence upon the application herein, or rates and rules satisfactory to the Railroad Commission.

(4) Applicant shall file, in duplicate, and make effective within a period of not to exceed thirty (30) days after the effective date of this order, on not less than five (5) days' notice to the Railroad Commission and the public, time schedules covering the service herein authorized in a form satisfactory to the Railroad Commission.

(5) The rights and privileges herein authorized may not be discontinued, sold, leased, transferred nor assigned unless the written consent of the Railroad Commission to such discontinuance, sale, lease, transfer or assignment has first been obtained.

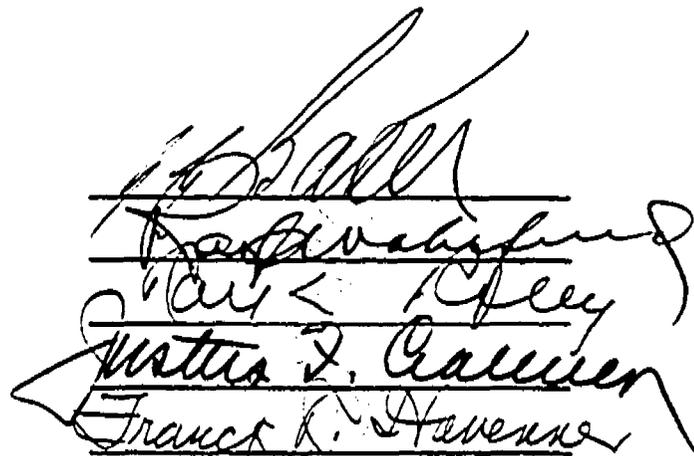
(6) No vehicle may be operated by applicant herein, unless such vehicle is owned by said applicant or is leased by applicant under a contract or agreement on a basis satisfactory to the Railroad Commission.

(7) Applicant shall, prior to the commencement of service authorized herein and continuously thereafter, comply with all of the provisions of this Commission's General Order No. 91.

The effective date of this order shall be twenty (20) days after the date hereof.

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 10<sup>th</sup> day of January, 1946.

The block contains three handwritten signatures, each written over a horizontal line. The signatures are: 1. A cursive signature that appears to be 'J. D. Ball'. 2. A cursive signature that appears to be 'Walter J. Cullen'. 3. A cursive signature that appears to be 'Francis R. Stevens'.

COMMISSIONERS