

ORIGINAL

Decision No. 41225

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

In the Matter of the Application of)	
	:	
THE GRANGE WAREHOUSE, a corporation,)	
as Seller, and	:	
)	
PAUL H. CONOVER and ELLENA L. CONOVER,	:	Application
as Buyers)	No. 29068
	:	
)	
For an Order Permitting the Transfer	:	
and Sale of Warehouse and Property to	:	
Buyers and Permitting the Execution of)	
Deed of Trust From Buyers to Seller.	:	
-----)	

O P I N I O N

The Grange Company, owner of a public utility warehouse at Hatch, Stanislaus County, California, asks permission to sell said warehouse properties and certain warehouse equipment for \$12,930 to Paul H. Conover and Ellena L. Conover, his wife, hereinafter sometimes referred to as Purchasers. Purchasers ask permission to execute a deed of trust to secure the payment of part of the purchase price.

The property which The Grange Company has agreed to sell and the consideration to be paid therefor are in Exhibit "A" described and set forth as follows:

That certain lot, piece, or parcel of land situate in the County of Stanislaus, described as follows:

The following property situated at what is known as the Town of Hatch, being a portion of the Northwest quarter of Section 23, Township 5 South, Range 9 East, M.D.B. & M., starting at the Northwest corner of Section 23, Township 5 South, Range 9 East, running thence South 89° 44' East, along the Section line 75.8 feet; thence South 45° 03'

East 401.4 feet, on the point of beginning; thence South 45° 03' East along the Easterly line of the right of way of the Tidewater and Southern Railway, 300 feet; thence North 44° 57' East 150 feet; thence North 45° 03' West 300 feet; thence South 44° 57' West 150 feet to the point of beginning.

together with the building, appurtenances and all improvements thereon free and clear of all encumbrances excepting bonded indebtedness of Turlock Irrigation District, improvement district, and other public districts, if any, easements of record and obvious easements, taxes and assessments a lien but not yet payable,

for the sum of \$12,500.00. Also all that certain personal property situate and described as follows, to wit:

Piling Machine	\$400.00
2 Hand Trucks @ \$15.00 ea.	30.00

Purchasers will continue to operate the warehouse properties at Hatch. They will pay for the personal property \$430 in cash, and make a down payment of \$3,750 on the purchase price of the real property. They will make a further payment of \$4,375 on January 2, 1949, and a further payment of \$4,375 on January 2, 1950. The deferred payments will be evidenced by promissory notes bearing interest at 5% per annum, payable semi-annually, and will be secured by a deed of trust which will be a lien on the real property above described. A copy of the deed of trust is on file in this application as Exhibit "F".

O R D E R

The Commission has considered applicants' requests and is of the opinion that this is not a matter on which a hearing is necessary, that the money, property or labor to be procured or paid for through the issue of the notes herein authorized is reasonably required by Paul H. Conover and Ellena L. Conover, his

wife, for the purposes herein stated, which purposes are not, in whole or in part, reasonably chargeable to operating expenses or to income, and that this application should be granted, as herein provided, therefore,

IT IS HEREBY ORDERED as follows:

1. The Grange Company may, after the effective date hereof and on or before June 30, 1948, sell to Paul H. Conover and Ellena L. Conover, his wife, the warehouse properties referred to above and described in the agreement on file in this application as Exhibit "A".
2. Paul H. Conover and Ellena L. Conover, his wife, may, after the effective date hereof and on or before June 30, 1948, issue in part payment for said properties, a note for the sum of \$4,375 payable January 2, 1949, and a note for \$4,375 payable January 2, 1950, with interest at the rate of 5% per annum, payable semi-annually, and execute a deed of trust to secure the payment of said notes, such deed of trust to be in, or substantially in, the same form as the deed of trust on file in this application as Exhibit "F".
3. Within sixty (60) days from the effective date hereof and on not less than five (5) days' notice to the Commission and to the public, Paul H. Conover and Ellena L. Conover shall file rates, rules and regulations identical with those now on file covering operations of The Grange Company's warehouse at Hatch, Stanislaus County, California. The tariff filings made pursuant to this order shall comply with the regulations governing the construction and filing of warehouse tariffs set forth in the

Commission's General Order No. 61. Concurrently with the establishment of the above described rates, rules and regulations by Paul H. Conover and Ellena L. Conover, his wife, the rates on file in the name of The Grange Company and/or Grange Warehouse Company, applicable to the warehouse at Hatch, California, are hereby canceled.

4. The action taken herein shall not be construed to be a finding of the value of the properties herein authorized to be transferred.

5. The authority herein granted will be effective upon the payment of the minimum fee prescribed by Section 57 of the Public Utilities Act, which fee is twenty-five (\$25.00) dollars.

Dated at Los Angeles, California, this 17th day of February, 1948.

R. J. [Signature]

Joseph H. Powell

Harold A. Kula

Herbert Potter
Commissioners

