

ORIGINAL

Decision No. 45214

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

| | | |
|----------------------------------|---|--------------------|
| In the Matter of the Application |) | |
| of VALLEY MOTOR LINES, INC., a | : | |
| corporation, for authority to |) | Application |
| execute a note in the amount | : | No. 31742 |
| of \$67,000.00, and a Mortgage |) | (Petition for |
| of Chattels securing the same. | : | Extension of Time) |
| ----- |) | |

FIRST SUPPLEMENTAL ORDER

By Decision No. 44833, dated September 26, 1950, the Commission authorized Valley Motor Lines, Inc. to execute a conditional sale contract on or before December 31, 1950, providing for deferred payments of not exceeding \$67,000, for the purchase of six tractor chassis from Getchell Truck Sales.

The company has advised the Commission that the vendor was unable to complete delivery of the equipment prior to December 31, 1950. Accordingly, it has asked the Commission to extend the time within which it might execute the contract.

The Commission has considered this matter, and is of the opinion that the company's request should be granted; therefore,

IT IS HEREBY ORDERED that the time within which Valley Motor Lines, Inc. may execute the conditional sale contract authorized by Decision No. 44833, dated September 26, 1950, be, and it hereby is, extended to and including June 30, 1951.

This first supplemental order is effective upon the date hereof.

Dated at San Francisco, California, this 3rd day of
January, 1951.

R. E. [unclear]

Harold Huls

Kenneth Pottel

Commissioners

at no time have possessed, any certificate or prescriptive right to operate as a highway common carrier; that, since March, 1948, they have owned, controlled, operated, or managed, one or more auto trucks used in the business of transportation of property for compensation over one or more public highways in California; that respondents have their principal office in the City of Oxnard, County of Ventura, State of California.

W. T. Marilli, a rate expert with the Field Division of the Commission, testified that he called at respondents' office in Oxnard on September 1, 1950, and had a conversation with respondent Don MacKenzie. Don MacKenzie stated that the partners had been in business for four years, and that they had two tractors, two semitrailers, and two bobtail trucks with which they served from Los Angeles to Goleta, and intermediate points, on Highway 101, Ventura to Ojai on Highway 399, and Oxnard to Camarillo on Highway 101. All vehicles are used in all portions of the operations, and all books and records are kept in the same office. The respondent further stated that respondents had 50 oral contracts and no written contracts. Those oral agreements provide for pickup one day and delivery the following day; are for no definite period; provide that neither party can be sued in the event that party ceases to do business without notice to the other party, do not provide that any given amount of freight is to be tendered to the carrier during any given period; and do not involve any liability.

The witness asked for, and received from respondent Don MacKenzie, respondents' records, including freight bills,