

ORIGINAL

Decision No. 58173

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Investigation on the Commission's own
motion into the operations, rates, and
practices of COAST LINE TRUCK SERVICE,
INC., and J. A. MILLER, doing business
as J. A. MILLER TRUCKING.

Case No. 6034

Forrest A. Cobb, of Morrison, Foerster, Holloway
Shuman and Clark, and John E. Robinson, for
Coast Line Truck Service, Inc.
J. L. Beeler, Agent, Southwestern Motor Tariff
Bureau, interested party.
Hugh N. Orr, for the staff of the Public Utilities
Commission of the State of California.

O P I N I O N

Public hearing was held on April 17, 1958, in Los Angeles before Examiner Grant E. Syphers at which time evidence was adduced and the matter submitted. It now is ready for decision.

The facts are not in dispute. J. A. Miller holds a certificate of public convenience and necessity authorizing, among other things, the transportation of fresh fruits and vegetables between points in Imperial County, on the one hand, and Los Angeles, San Jose, Oakland, San Francisco, Fresno, and Turlock, on the other hand. (Decision No. 51717, dated July 18, 1955, in Application No. 36382.)

Coast Line Truck Service, Inc. holds a certificate which authorizes, among other things, the transportation of fresh fruits and vegetables from Los Angeles, to San Francisco, Oakland, and other points. (Decision No. 50158, dated June 18, 1954, in Application No. 35125.)

The transportation here concerned consists of shipments of fresh fruits and vegetables from various consignors in and around Niland, California, to consignees in the Oakland area. The shipments were picked up by J. A. Miller and transported on his equipment to Los Angeles. There they were turned over to Coast Line Truck Service, Inc., and transported on its equipment to destination.

Exhibits 1, 2, and 3, are typical examples of these shipments showing the billing and route of movement. In each instance the shipper filled out a form in quadruplicate which form had been furnished to it by J. A. Miller. At the time of picking up each shipment, Miller's driver took three copies of this form to Miller's office in Niland where the rates for the shipments were filled in. One copy of the form remained in Miller's office, one was used as a delivery receipt, and another was left with the consignee. In addition to these records, J. A. Miller prepared a bill-of-lading for each shipment showing the transportation to be performed from Niland, California, to Oakland, California, via J. A. Miller Trucking. If the shipments were large enough to constitute an approximate truck load, Miller transported the shipments through to destination in Oakland. If they were small shipments, he transported them to Los Angeles and there turned them over to Coast Line Truck Service, Inc. In these latter instances Coast Line Truck Service made out a bill to cover its part of the transportation. In all instances the freight was paid by the consignees in Oakland. In those instances where Coast Line Truck Service, Inc., performed the hauling from Los Angeles to Oakland the charges collected were split between Coast Line and Miller, and these splits are shown on Exhibits 4A and 4B in this case.

This case is concerned with those shipments which were hauled from Niland to Los Angeles by Miller and thence from Los Angeles to Oakland by Coast Line. Miller has rights covering the entire route of movement and likewise he has applicable published tariff rates. Coast Line has rights from Los Angeles to Oakland and also has applicable published tariff rates for that portion of the haul. The consignees paid Miller's published tariff rate and no question was raised in the hearing as to this point. Indeed it is clear that so far as the shipping public is concerned, the applicable tariff rate was paid.

The problem then resolves itself to whether or not Coast Line received a proper share of the rate. There is no dispute on this record but that the amounts received by Coast Line were less than those prescribed by its applicable tariff rate for hauling between Los Angeles and Oakland. Also the record is clear that there is on file with this Commission no joint rates between these two carriers covering this hauling.

It was the position of the defendants that (1) joint rates are not necessary for this hauling, and (2) if joint rates are necessary they are ready and willing to file them. As to the first point, the defendant contended that joint rates are properly applicable to a situation where hauling is performed by one carrier on its own line, and then turned over to another carrier for a haul beyond the authority of the first carrier. Accordingly, it was contended that since the originating carrier in this matter has rights to cover the entire haul, it is not a situation requiring joint rates

We do not agree with this contention, and hereby find that joint rates are necessary to cover this hauling. It is an arrangement between two carriers whereby one performs part of the haul

over its line and the second performs the remainder of the haul over its line. The fact that the first carrier has rights to perform the second part of the haul does not alter the joint arrangement between the carriers. As to the second contention of defendants, the facts disclose that filing has been made to establish joint rates by Application No. 39814, dated February 11, 1958.

We further note that the Coast Line Truck Service has recently acquired a new management which purchased the operation on October 28, 1957, under authority of Decision No. 55741. The evidence herein discloses that as soon as the new management learned of the joint hauling herein concerned, it had the practice discontinued pending determination by this Commission.

We now find that any further hauling of the type herein described may not be performed under the joint arrangements hereinbefore used unless and until these joint rates are approved by the Commission.

In the light of these facts and circumstances the ensuing order will prohibit any further hauling of the type herein described until joint rates are established. ✓

O R D E R

Investigation as above entitled having been instituted, public hearing having been held thereon, and the Commission being fully advised in the premises,

IT IS ORDERED that J. A. Miller and Coast Line Truck Service, Inc., may not enter into or effect any arrangements for the hauling of freight on a joint rate basis unless and until appropriate rates therefor are established with the permission of this Commission.

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

Dated at San Francisco, California, this 24th day of March, 1959.

[Signature]
President
[Signature]
[Signature]
Theodore A. Deiner
[Signature]
Commissioners