

ORIGINALDecision No. 63764

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

WILLIAM LYON and JACK ROSENBERG,
Trustee,

Complainant,

vs.

DYKE WATER COMPANY,

Defendant.

Case No. 7272
(Filed January 22, 1962)OPINION AND ORDER

Complainants, as trustees of the Lyon-Rosenberg Trust, are the assignees of eight agreements entered into with Dyke Water Company, ^{1/} which agreements provide, among other things, for the refunding of advance payments made for construction of water mains in Tracts Nos. 2379, 2527, 2473, 2271, 2272, 2273, 2274 and 2275, Orange County, on the basis of 35 percent of the gross revenues collected by Dyke from the water consumers in said tracts. The refund payment, in each instance, is due annually in July and covers the immediately preceding 12-month period. With respect to these agreements gross revenues of \$10,616.27 were received by defendant from the consumers in these tracts during the 1960-1961 period and defendant admits that on July 20, 1961, \$3,715.69 were

^{1/} Mirbuilt Homes, Inc., agreement dated April 20, 1955.
Nova Homes, Inc., agreement dated April 20, 1955.
Libra Homes, Inc., agreement dated May 4, 1955.
Warranteed Homes, Inc., agreement dated September 7, 1954.
Guaranteed Homes, Inc., agreement dated September 15, 1954.
Char-Built Homes, Inc., agreement dated September 7, 1954.
Twentieth Century Homes, Inc., agreement dated September 7, 1954.
Commonwealth Homes, Inc., agreement dated September 7, 1954.

due complainants in accordance with the terms of the agreements.^{2/}
 Defendant further admits that the payments due in July 1961 have not been made.

The contracts which give rise to the cause of action herein were entered into in conformity with the filed water main extension rule of Dyke Water Company in effect at the time of the execution of said contracts, said rule being a part of defendant's tariffs on file with this Commission.

The Commission finds as a fact that Dyke Water Company has obligated itself by contract and by the provisions of its filed tariffs to make refund to the complainants herein of the total amount of \$3,715.69 as of July 1961 on duly executed refund contracts of which complainants are the assignees.

In view of the pleadings and answer, the latter acknowledging the indebtedness, the Commission finds that public hearing in the matter is not necessary.

Good cause appearing,

IT IS ORDERED that Dyke Water Company, a corporation, be and it is hereby directed to comply with its Main Extension Rule No. 15 in effect on the dates of the respective agreements

^{2/} The amounts, separately stated are as follows:

<u>Tract</u>	<u>Gross</u>	<u>Refund</u>	:	<u>Tract</u>	<u>Gross</u>	<u>Refund</u>
2379	\$1,269.01	\$444.15	:	2272	\$1,192.50	\$417.38
2527	1,406.57	492.30	:	2273	1,801.51	630.53
2473	793.52	277.73	:	2274	1,597.52	559.13
2271	1,147.12	401.49	:	2275	1,408.52	492.98

hereinabove identified and its contract obligations pertaining thereto and to make refund forthwith to William Lyon and Jack Rosenberg, as trustees of the Lyon-Rosenberg Trust in the amount of \$3,715.69.

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

Dated at San Francisco, California, this 4th day of JUNE, 1962.

Robert H. Rose
 President

S. L. ...

George B. Hoover

Frederic B. Hallock

 Commissioners

Commissioner Peter E. Mitchell, being necessarily absent, did not participate in the disposition of this proceeding.