

WASHINGTON METROPOLITAN AREA TRANSIT COMMISSION

WASHINGTON, D. C.

ORDER NO. 2000

IN THE MATTER OF:

Served June 6, 1979

Application of ANNETTE H. MILLING)
T/A MILLING TOURS for Certificate)
of Public Convenience and Necessity)
to Perform Special Operations)
)
Application of ANNETTE H. MILLING)
T/A MILLING TOURS for Certificate)
of Public Convenience and Necessity)
to Perform Sightseeing Operations)

Application No. 933

Docket No. 322

Application No. 1025

Docket No. 397

By Application No. 933, filed April 7, 1976, as supplemented, Annette H. Milling trading as Milling Tours (Milling) sought a certificate of public convenience and necessity, pursuant to Title II, Article XII, Section 4(b) of the Compact, to transport passengers, over irregular routes, in special sightseeing operations, (A) from motels and motor inns located on U. S. Highway 1 between the intersections of U. S. Highway 1 with Interstate Highway 95 1/ at or near Woodbridge, Va., and Arlington, Va., to points in the District of Columbia and the City of Alexandria and Counties of Arlington and Fairfax, Va., and return; (B) from the Holiday Inn at Interstate Highway 95 and Glebe Road, Arlington, Va., to points in the District of Columbia and the City of Alexandria and Counties of Arlington and Fairfax, Va., and return; and (C) from the Virginia Motel on North Washington Street, Alexandria, Va., to points in the District of Columbia and the City of Alexandria and Counties of Arlington and Fairfax, Va., and return.

Subsequent to public hearings on the matter, Application No. 933 was granted in part and denied in part. Certificate of Public Convenience and Necessity No. 43 was issued to Milling authorizing the proposed service restricted to transportation performed in van-type vehicles and further restricted against transportation solely within the Commonwealth of Virginia.

1/ That portion of Interstate Highway 95 located inside the Capital Beltway has been redesignated Interstate Highway 395.

By Application No. 1025, filed November 11, 1977, as amended, Milling seeks a certificate of public convenience and necessity pursuant to Title II, Article XII, Section 4(b) of the Compact to transport passengers, over irregular routes, in special sightseeing operations, from Harmony Place Trailer Park, 8018 Richmond Highway, Alexandria, Va.; Nightingale Trailer Court, 205 Dart Drive, Alexandria, Va; the Holiday Inn at junction Interstate Highway 395 & Glebe Road, Arlington, Va.; the Virginia Motel, 700 North Washington Street, Alexandria, Va.; and those motels and motor inns located on that part of U. S. Highway 1 located between junction U. S. Highway 1 and Interstate Highway 95 at or near Woodbridge, Va., and junction U. S. Highway 1 & Interstate Highway 395 at or near Arlington, Va., to points in the District of Columbia, the City of Alexandria and the Counties of Arlington and Fairfax, Va., and return. Public hearings on this application have been held. Inasmuch as the evidence adduced in support of both applications is relevant to reconsideration of Application No. 933 and initial consideration of Application No. 1025 we shall summarize the testimony adduced throughout these proceedings.

Milling Tours has been operating since June 1, 1956, when applicant's late husband began to provide a sightseeing service for patrons of the Brookside Hotel on U. S. Highway 1 in Fairfax County, Va. In 1957, Mr. Milling apparently became an agent for the Alexandria, Barcroft and Washington Transit Company and "leased" equipment from that firm. After the creation of the Washington Metropolitan Area Transit Authority (Metro), Milling obtained motor coaches from Metro as described in greater detail below. Mrs. Milling assumed that such operations were approved by the Interstate Commerce Commission and was not aware that authority from this Commission was required until February 1976. 2/ Subsequently, Application No. 933 was filed.

By Order No. 1537, served April 16, 1976, 3/ the Commission set the application for public hearing. The order generally described the three sightseeing tours proposed by Milling, along with their respective fares, and stated that the tours would be conducted in either a 9- or an 11-passenger van. At the public hearing, held May 26, 1976, Milling also requested authority to perform the proposed service in leased motor coaches. The Commission directed Milling to publish notice of this

2/ Applicant's husband sought "grandfather" authority in Application No. 14. By Order No. 165, served June 26, 1962, it was found that Milling's operations at that time were those of a taxicab and did not require a certificate of public convenience and necessity. Accordingly, Application No. 14 was dismissed.

3/ All prior orders are incorporated by reference herein.

amended proposal, 4/ and further hearing was held on July 28, 1976, 5/ resulting in the issuance of Order No. 1665 on March 29, 1977. Although Milling asserted that it had been providing sightseeing service in buses leased from Metro, we found that

. . . the necessary elements of responsibility and control [are] lacking in the service said to be provided by Milling, but actually being operated in a Metro vehicle, by a Metro driver, under Metro's control. 6/ Operations conducted in this manner, accordingly, are unlawful under the Compact and cannot be sanctioned or permitted to continue by this Commission.

The Commission further concluded that the evidence of record failed to establish Milling's ability to provide service in motor coaches as required by Title II, Article XII, Section 4(b) of the Compact and warranted directing Milling to show cause why it should not be ordered to cease and desist from future participation in the rendering of unlawful service.

Milling applied for reconsideration of Order No. 1665 seeking (1) a stay of the Commission's partial denial of Application No. 993, (2) issuance of a certificate covering the portion of the application granted, (3) leave to amend the application to the extent certain service was found to be beyond the scope of the application, 7/ and (4) reopening for further hearing on the issue of applicant's control of, and ability to provide, service in motor coaches.

By Order No. 1702 the Commission refused to stay Order No. 1665 to the extent it denied part of the application, because a carrier may not lawfully perform operations for which it does not hold a certificate. Thus, granting the stay would not enable Milling to operate. Certificate of Public Convenience and Necessity No. 43 was issued with Order No. 1702, and leave to amend the application, expanding its scope, was denied without

4/ See Order No. 1562, served May 28, 1976.

5/ See Order Nos. 1570 and 1577, served June 21, 1976, and July 6, 1976, respectively.

6/ [Footnote 16 in Order No. 1665]. The Compact, Title III, (Transit Authority Compact), Article 1(g), however, defines "transit services" as not including taxicab service or individual-ticket-sales sightseeing operations. [D. C. Code (1973 Edition) Section 1-1431].

7/ The Pentagon Motel is not located on U. S. Highway 1 and is therefore beyond the territorial scope of the application and Harmony Place Trailer Park and Nightingale Trailer Court are neither "motels or motor inns".

prejudice to the filing of a separate application to serve points not covered in Application No. 933. In response to Milling's request to hold further hearings regarding its desire to provide service in its own motor coaches as contemplated in Order No. 1665, the Commission scheduled a public hearing on June 20, 1977, affording applicant an opportunity to present further evidence and to show cause, if any there be, why applicant should not be directed to cease and desist from future participation, directly or indirectly, in the provision of service by persons other than carriers holding appropriate authority.

In a motion (letter) filed with the Commission on June 17, 1977, Milling sought indefinite postponement of the public hearing and alleged that it intended to seek authority to serve points found to be beyond the scope of Application No. 933. Order No. 1711, served June 17, 1977, postponed the hearing until further notice. Subsequently, Application No. 1025 was filed. A hearing was held on February 22, 1978, encompassing both Application No. 1025, in its entirety, and Application No. 933 to the extent that reconsideration had been granted.

A restrictive amendment was offered by Milling at the hearing of February 22, 1978, to assuage the interests of The Gray Line, Inc., 8/ a protestant in both Application Nos. 933 and 1025. The authority sought in Application No. 1025, as amended, and in Application No. 933 to the extent it is being reconsidered 9/ is as follows:

To transport passengers, over irregular routes, in special sightseeing operations, from Harmony Place Trailer Park, 8018 Richmond Highway, Alexandria, Va.; Nightingale Trailer Court, 205 Dart Drive, Alexandria, Va.; Virginia Motel, 700 North Washington Street, Alexandria, Va; Airport Motel, Jefferson Davis Highway, U. S. Highway 1, Arlington, Va.; and those motels and motor inns located between that part of U. S. Highway 1 south of the city limits of Alexandria, Va., and north [of] the Fairfax County-Prince William County line, to points in the District of Columbia, the City

8/ The operating rights of The Gray Line, Inc., have been purchased by Atwood's Transport Lines, Inc., as approved by Order No. 1912, served November 6, 1978.

9/ Certificate of Public Convenience and Necessity No. 43 remains in full force and effect as it stands, restricted to the use of van-type vehicles.

of Alexandria, Va., and the Counties of Arlington and Fairfax, Va., and return. 10/

Evidence of projected revenue and revenue deductions for 1978 was introduced at the hearing on February 22, 1978, indicating anticipated total revenue of approximately \$58,000 and deductions of about \$48,300 including \$20,000 for leased vehicles. An income statement filed with Application No. 1025 for the period January 1, 1977, through October 29, 1977, shows sightseeing revenue of \$48,530.55 and total expenses of \$44,122.82 including \$18,489.20 for leased vehicles.

Mrs. Milling testified at the hearing that the company had leased Metro buses as needed to supplement its two vans for a number of years, until issuance of Order No. 1665 denying use of "leased" Metro coaches. She stated an inability to purchase buses because of the great expense involved, and explained that operating without "leased" Metro equipment resulted in loss of business to The Gray Line, Inc., An additional problem was overbooking at motels served, necessitating refunds to some customers. The witness was also adverse to conducting her own operations in vans and selling tickets as an agent of another carrier for overflow traffic, because of potential rate variations and administrative difficulties.

In describing procedures when using Metro's equipment, the witness stated that she paid a flat hourly rate for a bus which included the cost of a driver and insurance, fuel and maintenance for the bus. A Milling representative would inspect the bus to ensure safety and cleanliness. The driver provided by Metro was usually a licensed tour guide who followed a route selected by Milling. After Milling was unable to use Metro equipment, it leased buses from other bus companies but found this system unsatisfactory for reasons discussed below.

In support of the application three motel representatives testified. Fairview Motel, south of Alexandria on U. S. Highway 1, which has previously supported Milling for authority, has recently had problems as a result of Milling's inability to obtain buses. Prior to the cessation of bus service an unlimited number of tours could be set up for motel guests without trouble, but now, because of the shortage of space, some tours have been cancelled after being (over)booked the previous night. Travelers Motel,

10/ The authority originally sought in Application No. 1025 had a southern terminus at the intersection of U. S. Highway 1 and Interstate Highway 95, and the "restrictive" amendment offered by Milling places the most southerly border of service on U. S. Highway 1 at the Fairfax County - Prince William County Line, a point south of the highway intersection and thus purports to include an area larger than that initially sought. The amendment will be rejected to this extent inasmuch as the Commission does not look with favor upon broadening amendments that effectively deny notice and opportunity for protest. Moreover, authority granted by the Commission must be restricted against transportation solely within the Commonwealth of Virginia. See Compact, Title II, Article XII, Section 1(b).

also south of Alexandria on U. S. Highway 1, experienced similar problems. When buses other than Metro equipment were used, guests complained that the buses were not clean and that drivers would get lost. Without motor coach equipment, some tours previously sold would later be cancelled. The Virginia Motel representative testified that some of its repeat guests requested Milling's tour service. He also stated, as had the other motel witnesses, that he viewed Mrs. Milling as the person responsible for the sightseeing operation, whether provided in vans or in buses.

Milling's bookkeeper explained that the trailer parks Milling seeks to serve have overnight guests who want sightseeing tours rather than having to unhook their trailers and travel by car. She also discussed difficulties that would arise from both selling van tours and operating as an agent for separate bus tours provided by a certificated motor coach carrier. The witness testified that Milling was not currently serving Mount Vernon (the only destination point in Fairfax County) but that it may do so in the future and would want to be able to offer bus service as well as van service to that point.

In a motion (letter) filed with the Commission on March 2, 1978, Milling sought to reopen the hearing of February 22, 1978, for the purpose of taking the testimony of a witness from Metro on issues relating to the "leasing" of equipment. The motion was granted, 11/ and further hearing was held on April 25, 1978. Milling subpoenaed Metro's supervisor of charter sales and charter operations, who explained Metro's policies (a) to provide drivers when it "leases" its equipment and (b) that Metro's equipment was only available between 9:00 a.m. and 4:00 p.m. He stated that when equipment was formerly "leased" to Milling on a flat-rate hourly bases, Milling would tell the driver, a licensed guide, what route to follow. A certificate of insurance presented by the witness established that Metro maintains security for the protection of the public commensurate with that required by Commission Regulation No. 62. No evidence of Milling's coverage for Metro equipment was mentioned.

Despite Milling's ability to predetermine the driver's route, Metro would assert control over the equipment if there was any substantial variance from the service described on Milling's equipment order, or an occurrence which would require a bus to return after 4:00 p.m. Metro considers its "leasing" of buses a charter operation irrespective of whether the equipment is used for transporting a group of passengers with a common purpose, or for individually-ticketed transportation. Should there be an equipment breakdown, Metro considers itself obligated to put a replacement vehicle on the road.

11/ See Order No. 1816, served March 15, 1978.

The questions remaining on reconsideration in Application No. 933 concern the use of bus equipment for transportation pursuant to Certificate No. 43, either in Millings' own operation or in service provided by persons other than carriers holding appropriate authority. At issue is Milling's ability to buy or lease buses, its capability to operate motor coach equipment in its own right, and the legal consequences of using Metro's services. The remaining portion of Application No. 1025 is as described above. Before turning to those issues, however, one preliminary matter requires disposition.

On May 1, 1978, Milling filed a motion (letter) requesting that certain testimony of the subpoenaed Metro witness be stricken from the record. The testimony, which concerns Metro's liability for accidents, is said to constitute legal conclusions which the witness is not qualified to make. Inasmuch as this objection goes more to the weight to be accorded the testimony than to its admissibility, the motion will be denied.

The Compact, Title II, Article XII, Section 4(b) provides that a certificate of public convenience and necessity shall be issued by the Commission if it finds " . . . that the applicant is fit, willing and able to perform such transportation properly and to conform to the provisions of this Act and the rules, regulations, and requirements of the Commission thereunder, and that such transportation is or will be required by the public convenience and necessity; otherwise, such application shall be denied."

With respect, first of all, to the question of public convenience and necessity, we find that Milling has established a need for service from the trailer parks and the motels on U. S. Highway 1 south of the city of Alexandria as sought in Application No. 1025. The public witnesses at the public hearing expressed a need for continuing service, and Milling's treasurer explained the need for service at the two trailer parks. Accordingly, the application shall be granted to the extent that authority is sought to originate service at the Nightingale Trailer Court and the Harmony Place Trailer Park in van-type vehicles. Certificate of Public Convenience and Necessity No. 43, of course, already authorizes such service with respect to the other points of origin remaining in Application No. 1025. 12/

With respect to service in motor coaches, however, the Commission finds that the balance of Application No. 1025 and Application No. 933, on reconsideration must be denied for the reasons set forth below.

12/ To the extent Application No. 1025 seeks authority duplicative of the operating rights set forth in Certificate No. 43, the application shall be dismissed.

The major consideration in these proceedings involves Millings' operational fitness. 13/ Applicant owns no motor coaches and has not shown the financial capability to buy any. In fact, Milling's owner testified that the company is unable to purchase buses because of the great expense involved, and, thus, Milling would rely on motor-coach equipment leased from Metro. In this context, the Commission must examine the Milling-Metro relationship to determine the status of the two parties and the legal implications of such status.

What constitutes a "carrier" within the meaning of the Compact was extensively discussed in Order No. 1665, wherein the Commission stated that:

The Compact, Title II, Article XII, Section 2(a) defines a "carrier" as . . . any person who engages in the transportation of passengers for hire by motor vehicle. . . ." (Emphasis added). Additionally, Section 3 of the same Article imposes on all carriers the duties, inter alia, ". . . to furnish transportation subject to this Act as authorized by its certificate and . . . to provide safe and adequate service, equipment and facilities in connection with such transportation" Nothing in the Compact indicates that anyone other than the carrier can engage in the transportation of passengers for hire or assume the obligations attendant thereto.

It is a well-established principle in motor carrier law that a carrier must control the instrumentalities of transportation and be responsible both to the appropriate regulatory agency and the general public for its transportation service, and, as can readily be seen from the above-cited provisions, the Compact preserves and codifies this principle. 14/

13/ Concerning Milling's "compliance" fitness, it appears that the applicant ceased using Metro's service after issuance of Order No. 1665, but did apparently "lease" equipment from private carriers, holding out the operation as her own. This latter action is contrary to the mandates of Order No. 1665 inasmuch as the grant of authority therein is restricted to transportation provided in van-type vehicles. Testimony indicating that this practice has been discontinued is buttressed by Milling's 1978 annual report which includes no leased motor coaches.

14/ Order No. 1665, page 5.

This principle has been judicially upheld in many cases including two decisions of the United States Court of Appeals for the District of Columbia Circuit involving Holiday Tours, Inc., and this Commission. While the Holiday proceedings involve a dispute over "grandfather" certificate, the precedent established by these cases is controlling on the instant applications.

In Holiday Tours, Inc. v. Washington Metropolitan Area Transit Commission, 352 F.2d 672 (D.C. Cir. 1965), (Holiday I), Holiday challenged the Commission's conclusion that it was not bona fide engaged in bus operations at the time this Commission came into existence. The Court of Appeals remanded the order in question for reconsideration holding that the Commission should consider the following issues in determining Holiday's control of the involved operations:

- 1) Whether the applicant sold the sightseeing tours carried by bus in its own name and issued its own tickets;
- 2) Whether the tickets were sold on an individual basis;
- 3) Whether the bus drivers were required to conform to the routes, stops, the timing, the buildings and sites to be visited;
- 4) Whether and to what extent a guide-lecturer was provided by applicant for the tours;
- 5) Whether the applicant was alone responsible to the tour group for provision of the transportation for the tours;
- 6) Whether applicant would have been responsible to the tour passengers for negligent operation of the bus and for a failure to conduct the tour as outlined in the brochure; and
- 7) Whether the chartering bus company was serving the public directly or was merely an instrument performing a part of a sightseeing transportation service offered by applicant.

After applying the above criteria and reaching the same conclusion, the order was challenged by Holiday and the Commission's decision was affirmed by the Court of Appeals, Holiday Tours, Inc. v. Washington Metropolitan Area Transit Commission, 372 F.2d 401 (D.C. Cir. 1967) (Holiday II).

The Commission believes that the criteria enunciated by the Court of Appeals in Holiday I are equally applicable in Application Nos. 933 and 1025. Milling sold tickets for the sightseeing tours on an individual basis in its own name. Its brochures stated that the service would be provided in air-conditioned equipment, without specifying vans or motor coaches. The drivers were required to conform to the route specified by Milling, but in the case of Metro buses, the drivers (Metro's own)

had to clear major charges in itinerary or transportation continuing after 4:00 p.m. with Metro's management. Metro equipment was available only during specified hours and the ultimate use of the vehicles and authority over the drivers remained with Metro. While, in actuality, no conflicts arose, we find that Metro maintained control over its equipment and drivers. (In cases where private carriers provided equipment, they also supplied the drivers.) There has been little mention of Milling providing guide-lecturers for the tours. The Metro drivers were appropriately licensed to provide tour-guide service, and the hourly rate paid by Milling to Metro included the cost of the equipment, the driver guide, and insurance coverage.

Testimony by the witness from Metro shows that Metro considered itself responsible for replacing equipment suffering a breakdown on the road and, similarly, the only evidence of insurance coverage came from a certificate of insurance held in Metro's name, indicating that it was primarily responsible to the tour passengers for negligent operation of the bus. Inasmuch as Milling bought "the whole package" of driver, guide, insurance and equipment from Metro at a flat hourly rate, it appears that the tour was a Metro operation with Milling acting in the capacity of an agent or broker. Although applicant presented testimony of the difficulties inherent in operating simultaneously as a carrier with van-type vehicles, and as an agent with motor coach equipment, in substance this is what was being done.

Metro's service for Milling effectively resulted in its entrance into individually-ticketed sightseeing operations. As cited above (foot-note 6) Title III, Article 1(g) of Metro's Compact specifically states that "Transit service [to be provided by Metro] means the transportation of persons . . . by means of transit facilities between points within the Zone . . . and charter service which originates within the Zone but does not include taxicab service or individual-ticket-sales sightseeing operations." While Metro may consider any leasing of equipment as a charter operation (as was stated by the Metro witness at the hearing on April 25, 1978), ^{15/} the Commission's Regulation No. 51-06(a) defines the term 'charter operation' as "the transportation of a group of passengers who, pursuant to a common purpose and under a single contract, has acquired the exclusive use of a vehicle or vehicles to travel together." There has been no showing either of a single contract on the part of the sightseers or that they had acquired exclusive use of the vehicle. Even assuming, arguendo, that

^{15/} Transcript of April 25, 1978, pp. 111-112.

Milling is the charterer of a bus from Metro in consonance with the Commission's definition of 'charter operation', it must follow that Milling is functioning as a broker, or, if so arranged, as an agent of Metro. Both of these alternatives are antithetical to the proposition that Milling is a carrier entitled to motor-coach authority.

No matter what the operation is called, to the extent that Metro controls the instrumentalities of transportation, it is engaged in providing an individually-ticketed sightseeing service contrary to the provisions of its Compact. The Commission is concerned with preventing such transportation to avoid upsetting the competitive balance of the local per-capita sightseeing industry. Inasmuch as Metro is the largest carrier in the Metropolitan Area, its potential to dominate privately-owned sightseeing operators is great. It was to eliminate this possibility that the framers of the Compact saw fit to keep Metro out of the individually-ticketed sightseeing business.

The Commission finds that Milling has again failed to establish its operational fitness as a carrier by motor coach. Milling has no coach equipment and its only feasible source of buses is Metro. Metro, of course, is legally precluded from engaging in individually-ticketed sightseeing operations, and we are of the view that this proscription may not be circumvented by the participation of a third party functioning essentially as a sales agent or broker.

Admittedly, Milling arranges the individual ticket sales and preplans the tour itineraries. Metro, except in rare circumstances, provides the bus and the guide-lecturer. Changes or extensions of itineraries are performed by the drivers only with the approval of Metro's management. Replacement of vehicles is Metro's responsibility, and Milling could not, without the intervention of Metro, assure proper rendition of the tours. Moreover, nothing in the record indicates that Milling would have been responsible to the tour passengers for negligent operation of the bus or that Milling had sufficient control over Metro so that a finding could be made that the latter was an instrument of the former. Indeed, the evidence of record supports entirely inapposite conclusions.

Applicant will be granted additional authority to originate service at Harmony Place Trailer Park and Nightingale Trailer Court in van-type vehicles. No operations in motor coaches will be approved inasmuch as Milling has again failed to meet its burden of proof that it is capable of providing such service in equipment properly under its control and direction. Milling will be directed to cease and desist from future participation, directly or indirectly, in the provision of service by persons other than carriers holding appropriate authority.

THEREFORE, IT IS ORDERED:

1. That the motion filed on May 1, 1978, by Annette H. Milling, trading as Milling Tours to strike certain testimony, is hereby denied.

2. That Application No. 1025 of Annette H. Milling trading as Milling Tours, to the extent it seeks authority to originate service in van-type vehicles from the Virginia Motel, the Airport Motel, and those motels and inns located between that part of U. S. Highway 1 south of the city limits of Alexandria, Va., and north of the intersection of U. S. Highway 1 and Interstate Highway 95 at or near Woodbridge Va., is hereby dismissed.

3. That Annette H. Milling trading as Milling Tours is hereby granted authority, in Application No. 1025, to transport passengers in special sightseeing operations, over irregular routes, from Harmony Place Trailer Park, 8018 Richmond Highway, Alexandria, Va., and Nightingale Trailer Court, 205 Dart Drive, Alexandria, Va., to points in the District of Columbia, the City of Alexandria, and the Counties of Arlington and Fairfax, Va., and return, restricted against transportation solely within the Commonwealth of Virginia.

4. That Application No. 1025 of Annette H. Milling trading as Milling Tours, except to the extent granted or dismissed herein, is hereby denied.

5. That Application No. 933 of Annette H. Milling trading as Milling Tours on reconsideration, except to the extent previously granted in Order No. 1702, served May 26, 1977, is hereby denied.

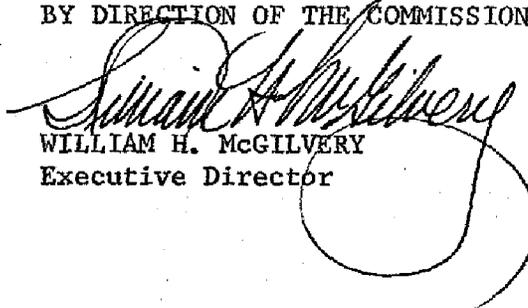
6. That Annette H. Milling trading as Milling Tours, is hereby directed to file two copies each of an appropriate WMATC tariff or tariff supplement in accordance with the authority granted herein, such tariff or supplement to be effective upon acceptance by the Executive Director and an affidavit clearly showing that the vehicles operated by the applicant are identified in accordance with Commission Regulation No. 68.

7. That upon compliance by applicant with the directives set forth in paragraph (6) above, an appropriately revised Certificate of Public Convenience and Necessity No. 43 will be issued to Annette H. Milling trading as Milling Tours.

8. That in the event Annette H. Milling trading as Milling Tours fails to comply with the directives set forth in paragraph (6) within 30 days from the date of service hereof, or within such additional time as may be authorized by the Commission, the grant of authority made herein shall be considered null and void and Application No. 1025 shall stand denied in its entirety effective upon expiration of the said compliance time.

9. That Annette H. Milling trading as Milling Tours is hereby directed to cease and desist from future participation, directly or indirectly, in the provision of for-hire transportation of passengers between points in the Metropolitan District by persons other than carriers holding appropriate authority from this Commission to conduct individually-ticketed sightseeing operations.

BY DIRECTION OF THE COMMISSION:



WILLIAM H. MCGILVERY
Executive Director