

**Headnotes****H** [Cited NaN times for this legal issue]

Time Warner Telecom of Oregon, LLC v. City of Portland, 452 F.Supp.2d 1107

 **183FRANCHISES** **183k2k**. Grants in general.

D.Or.,2006

Under Oregon law, municipal franchise agreement is mutually binding contract, subject to state law governing contracts.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

**H** [Cited NaN times for this legal issue]

Time Warner Telecom of Oregon, LLC v. City of Portland, 452 F.Supp.2d 1107

D.Or.,2006

Under Oregon law, doubtful terms in municipal franchise agreement are to be construed strictly against grantee and liberally in favor of public.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

**H** [Cited NaN times for this legal issue]

State/Operating Contractors ABS Emissions, Inc. v. Operating Contractors/State, 985 S.W.2d 646

Tex.App.Austin,1999


One who claims a franchise right or privilege in derogation of the common rights of the public must prove his title thereto by a grant clearly and definitely expressed, and cannot enlarge it by equivocal or doubtful provisions or probable inferences.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

**H** [Cited NaN times for this legal issue]

State/Operating Contractors ABS Emissions, Inc. v. Operating Contractors/State, 985 S.W.2d 646

Tex.App.Austin,1999

Grant of a franchise is construed in favor of the public, and, if the language used is ambiguous, the grant is to be construed in favor of the grantor and against the grantee.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

 [Cited NaN times for this legal issue]

Baltimore Steam Co. v. Baltimore Gas &amp; Elec. Co., 716 A.2d 1042

Md.Spec.App.,1998

Enforcement of a condition subsequent to a franchise is generally reserved for the grantor alone as a matter of property and contract law.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

**H** [Cited NaN times for this legal issue]

Petition of Vermont Elec. Power Producers, Inc., 683 A.2d 716

Vt.,1996

Any ambiguity regarding nature of grant of franchise must be construed strictly against grantee.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

**C** [Cited NaN times for this legal issue]

Shell Cal. Pipeline Co. v. City of Compton, 41 Cal.Rptr.2d 753  
Cal.App.2.Dist.,1995

Franchise laws, including Broughton Act and Franchise Act of 1937, merely specify terms and conditions upon which franchise may be granted; however, they do not preclude acquisition of easement under law of eminent domain. West's Ann.Cal.Pub.Util.Code §§ 6001 et seq., 6201 et seq.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

▶ [Cited NaN times for this legal issue]

Delmarva Power & Light Co. v. City of Seaford, 575 A.2d 1089  
Del.,1990

Any ambiguity regarding nature of grant of franchise must be construed strictly against donee.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

● [Cited NaN times for this legal issue]

Morristown Emergency and Rescue Squad, Inc. v. Volunteer Development Co., Inc., 793 S.W.2d 262  
Tenn.App.,1990

In order for county or municipality to grant franchises, power to make such grant must be expressly conferred by the legislature.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

■ [Cited NaN times for this legal issue]

Communications Systems, Inc. v. City of Danville, Ky., 880 F.2d 887  
C.A.6.Ky.,1989

Under Kentucky law, legislative act performed by municipality in awarding franchise cannot be set aside in absence of fraud, collusion, or dishonesty.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

■ [Cited NaN times for this legal issue]

Communications Systems, Inc. v. City of Danville, Ky., 880 F.2d 887  
C.A.6.Ky.,1989

Kentucky Constitution provision requiring city to award franchises to "highest and best bid" does not preclude city's allowing of amendments to franchise bids. Ky.Const. § 164.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

▶ [Cited NaN times for this legal issue]

General Telephone Co. of Northwest, Inc. v. City of Bothell, 716 P.2d 879  
Wash.,1986

Power to grant franchises is a sovereign power resting in state, although state may delegate such power to cities.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

▶ [Cited NaN times for this legal issue]

General Telephone Co. of Northwest, Inc. v. City of Bothell, 716 P.2d 879  
Wash.,1986

Municipality cannot, under pretense of regulation as an exercise of police power, force a contract or franchise upon grantee.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

● [Cited NaN times for this legal issue]

Gas Light Co. of Columbus v. Town of Bibb City, 322 S.E.2d 250  
Ga.,1984

Grants of franchises are to be construed in favor of the general public and against the grantee.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

🚩 [Cited NaN times for this legal issue]

Citiwide News, Inc. v. New York City Transit Authority, 467 N.E.2d 241  
N.Y.,1984

Contract in nature of lease by public entity as lessor or by which franchise or license is granted need not, generally, be subjected to competitive bidding process, for such contract does not ordinarily involve expenditure of public money.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

📄 [Cited NaN times for this legal issue]

Tampa-Hillsborough County Expressway Authority v. K.E. Morris Alignment Service, Inc., 444 So.2d 926  
Fla.,1983

Legislative grants of property or franchise rights must, when construction is necessary, be strictly construed in favor of state and against grantee.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

📄 [Cited NaN times for this legal issue]

Office of Communication of United Church of Christ v. F.C.C., 707 F.2d 1413  
C.A.D.C.,1983

Public possesses an unassailable right to participate in the disposition of valuable public licenses, free of charge, to "public trustees."Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

🚩 [Cited NaN times for this legal issue]

Delta and Pine Land Co. v. Peoples Gin Co., 546 F.Supp. 939  
N.D.Miss.Greenville.Div.,1982

Grants of franchises which tend to exclude competition are to be strictly interpreted against the grantee and in favor of the public.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

🚩 [Cited NaN times for this legal issue]

City and Borough of Juneau v. Alaska Elec. Light & Power Co., 622 P.2d 954  
Alaska,1981

Once granted, franchise becomes a contract binding upon both parties.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

🚩 [Cited NaN times for this legal issue]

Lasday v. Allegheny County, 423 A.2d 789  
Pa.Cmwth.App.,1980

Plaintiff, who operated newsstands and jewelry and gift shop in airport, did not have benefit of common-law franchise with county pursuant to concession agreements, in that no county trademark or trade name was involved.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

📄 [Cited NaN times for this legal issue]

Arnold Transit Co. v. City of Mackinac Island, 297 N.W.2d 904  
Mich.App.,1980

Ability of grantor of franchise to exact from franchisee more than cost of regulating operation stems from fact that franchise is a right, sometimes referred to even as property right, granted for consideration.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

**C** [Cited NaN times for this legal issue]

Orth-O-Vision, Inc. v. City of New York, 422 N.Y.S.2d 781  
N.Y.Sup.,1979

While franchise fee and other compensation may change after investigation, the formal contract must not be materially different from the franchise petition, as any other determination would make meaningless the notice of original petition, which under New York City Charter is a crucial step in the franchise process. New York City Charter, §§ 368, 371.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

**H** [Cited NaN times for this legal issue]

Teleprompter of Mohawk Val., Inc. v. Pumilio, 386 N.Y.S.2d 543  
N.Y.Sup.,1976

Since a franchise constitutes a contract, the terms and conditions thereof are not subject to alteration without the consent of the holder unless the right of alteration has been reserved in the contract.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

**C** [Cited NaN times for this legal issue]

Subriar v. City of Bakersfield, 130 Cal.Rptr. 853  
Cal.App.5.Dist.,1976

Grant of an exclusive right for a definite period of time falls within the commonly established definition of "franchise" and, absent authority in the charter, city is without power to grant such a franchise.See publication Words and Phrases for other judicial constructions and definitions.  
Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

**H** [Cited NaN times for this legal issue]

City of Jacksonville v. General Telephone Co. of the Southwest, 538 S.W.2d 253  
Tex.Civ.App.Tyler,1976

Franchise is subject of contract between grantor and grantee and is, in fact, contract when requisite element of consideration is present; ?it is binding usually upon grantor and grantee and is enforceable according to its terms and tenor.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

**C** [Cited NaN times for this legal issue]

Willis v. Davis, 534 S.W.2d 255  
Ky.,1976

Where notice for bids published by county for the granting of franchise for the removal and disposal of garbage and solid waste material made no mention that an exclusive franchise would be awarded to any person, exclusive franchise was void for lack of due advertisement. Const. § 164.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

**C** [Cited NaN times for this legal issue]

Public Service Commission of Nevada v. Community Cable TV, 530 P.2d 1392  
Nev.,1975

Granting of certificate of public convenience and necessity to applicant whose ability to perform is contingent upon occurrence of future events is not consistent with statutory requirement that each applicant for certificate possess ability to perform efficiently a service for which authority is requested. N.R.S. 711.090.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

▶ [Cited NaN times for this legal issue]

Artesian Water Co. v. State, Dept. of Highways and Transp., 330 A.2d 432

Del.Super.,1974

A franchise presupposes a grant from the sovereign.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

▶ [Cited NaN times for this legal issue]

Artesian Water Co. v. State, Dept. of Highways and Transp., 330 A.2d 432

Del.Super.,1974

Labeling of grant as a franchise does not necessarily repose in it any real property rights.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

● [Cited NaN times for this legal issue]

Radio Communications, Inc. v. Public Service Commission, 314 A.2d 118

Md.,1974

Granting of franchise is legislative function which may be exercised only by legislature or municipality to which power has been delegated and not by Public Service Commission or Department of Assessments and Taxation.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

▶ [Cited NaN times for this legal issue]

KAKE-TV & Radio, Inc. v. City of Wichita, 516 P.2d 929

Kan.,1973

Right to question validity of franchise is in granting authority.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

▶ [Cited NaN times for this legal issue]

KAKE-TV & Radio, Inc. v. City of Wichita, 516 P.2d 929

Kan.,1973

Franchise is not subject to collateral attack by private party in absence of showing that he has special interest or suffers some peculiar injury distinct from that of citizens generally.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

▶ [Cited NaN times for this legal issue]

Western Pennsylvania Water Co. v. Com., Public Utility Commission, 311 A.2d 370

Pa.Cmwth.App.,1973

Certificate of public convenience is subject to modification or rescission for cause but Public Utility Commission may not amend or rescind in arbitrary, capricious, or unreasonable manner.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

● [Cited NaN times for this legal issue]

Application of City and County of Honolulu Corp. Counsel, 507 P.2d 169

Haw.,1973

Section of franchise agreement providing that amount to be paid for purchase of franchisee's property shall not exceed actual cost of physical property or the actual value of the tangible property establishes two methods of valuation for two different classes of property; ?actual cost is mandated to be the maximum for physical property, land and improvements and actual value is mandated to be the maximum for tangible personal property. Laws 1921, Act 186, § 20 as amended by Laws 1967, Act 300.Copr. (C) West 2008 No Claim to Orig. U.S.

## Govt. Works

**C** [Cited NaN times for this legal issue]

Application of City and County of Honolulu Corp. Counsel, 507 P.2d 169  
Haw.,1973

In all grants of special rights or privileges by the government to private individuals, the words of the privilege granted are construed strictly against the grantee.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

**C** [Cited NaN times for this legal issue]

Application of City and County of Honolulu Corp. Counsel, 507 P.2d 169  
Haw.,1973

Where terms of franchise are uncertain and reasonably susceptible to multiple meanings, or if the provisions of the franchise are conflicting or ambiguous, the terms of the franchise are construed favorably to the public interests.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

**P** [Cited NaN times for this legal issue]

Charles County Sanitary Dist., Inc. v. Charles Utilities, Inc., 298 A.2d 419  
Md.,1973

A franchise may be granted only by the legislature or by a municipal corporation to which that power has been delegated.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

**H** [Cited NaN times for this legal issue]

Petition of South Lakewood Water Co., 294 A.2d 13  
N.J.,1972

Power to grant franchise is inherent incident of sovereignty and resides in legislature; ?grant of franchise is legislative act, but legislature may delegate power to affected municipalities. N.J.S.A. 40:14B-61.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

**P** [Cited NaN times for this legal issue]

Greater Wilmington Transp. Authority v. Kline, 285 A.2d 819  
Del.Super.,1971

Granting of franchises to operate a public utility is an exercise of legislative function of the sovereign, which may be delegated by statute to a duly designated agency or commission.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

**C** [Cited NaN times for this legal issue]

Missouri Utilities Co. v. Scott-New Madrid-Mississippi Elec. Co-op., 475 S.W.2d 25  
Mo.,1971

State, if it chooses to do so, can exercise its sovereign power to grant right to operate within limits of municipal corporation directly and without requiring municipal consent.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

**C** [Cited NaN times for this legal issue]

Missouri Utilities Co. v. Scott-New Madrid-Mississippi Elec. Co-op., 475 S.W.2d 25  
Mo.,1971

Legislative power to grant right to use public streets can be exercised by enactment of general statutes for incorporating companies.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

**C** [Cited NaN times for this legal issue]

Dickinson v. Maine Public Service Co., 244 A.2d 549  
Me.,1968

Legislature could not grant to cooperatives territorial protection like that given fully regulated public utilities without subjecting cooperatives to full regulatory control. 35 M.R.S.A. § 2301.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

**C** [Cited NaN times for this legal issue]

City of Richmond v. Chesapeake & Potomac Tel. Co. of Va., 140 S.E.2d 683  
Va.,1965

Language of franchise must be taken most strongly against grantee.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

**▶** [Cited NaN times for this legal issue]

State ex rel. Public Water Supply Dist. No. 2 of Jackson County v. Burton, 379 S.W.2d 593  
Mo.,1964

A corporation's charter and the local franchise it obtains provide the fundamental bases for a public utility's operation, and the certificate of convenience and necessity issued by the commission cannot enlarge the authority conferred by the charter and franchise. Section 393.170 RSMo 1959, V.A.M.S.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

**▶** [Cited NaN times for this legal issue]

City of Mesa v. Salt River Project Agr. Imp. and Power Dist., 373 P.2d 722  
Ariz.,1962

The power to grant franchises resides in the State and a city in granting a franchise acts as an agent for the State. A.R.S.Const. art. 2, § 2.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

**H** [Cited NaN times for this legal issue]

Mid-America Pipeline Co. v. Iowa State Commerce Commission, 114 N.W.2d 622  
Iowa,1962

The holder of a permit or franchise generally has no right to a monopoly and is subject to competition, but such must be lawful competition.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

**▶** [Cited NaN times for this legal issue]

Town of Coushatta v. Valley Elec. Membership Corp., 139 So.2d 822  
La.App.2.Cir.,1961

Generally, franchise may be questioned only by sovereign authority which granted it, and is not subject to collateral attack, particularly where interested public authorities recognize its existence.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

**▶** [Cited NaN times for this legal issue]

Town of Coushatta v. Valley Elec. Membership Corp., 139 So.2d 822  
La.App.2.Cir.,1961


A franchise grant generally carries with it whatever is essential to its exercise or enjoyment.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

**C** [Cited NaN times for this legal issue]




State ex rel. Williamson v. Garrison, 363 P.2d 285  
Okla.,1961

A franchise granted in conformity with the provisions of a city charter and the Constitution of Oklahoma will be approved. 11 O.S.1951 §§ 61-63.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

 [Cited NaN times for this legal issue]


State ex rel. Williamson v. Garrison, 363 P.2d 285  
Okla.,1961

A franchise issued by a noncharter municipality according to the statutes and the Constitution will be approved. 11 O.S.1951 §§ 61-63.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

 [Cited NaN times for this legal issue]

Mann v. City of Bakersfield, 13 Cal.Rptr. 211  
Cal.App.4.Dist.,1961


Public grant is to be construed in favor of public interests.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

 [Cited NaN times for this legal issue]

Miller v. City of Owensboro, 343 S.W.2d 398  
Ky.,1961

Lease of property owned by city in proprietary capacity does not constitute a "franchise", within meaning of Constitution section limiting term of franchise. KRS 96.520; ?Const. §§ 162, 164, 179. See publication Words and Phrases for other judicial constructions and definitions.

Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

 [Cited NaN times for this legal issue]


City of Milwaukee v. Public Service Commission, 104 N.W.2d 167  
Wis.,1960

Municipal utilities are exempt from operation of subsection of statute to effect that whenever any city or village at time of its incorporation included territory in which a public utility had been lawfully engaged in rendering service, such utility shall be deemed to possess a franchise to operate in city or village, but that such subsection shall not apply to any public utility organized under any provision of chapter relating to general municipality law. W.S.A. 66.061(1)(d).Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

 [Cited NaN times for this legal issue]

New Rochelle Water Co. v. State, 179 N.Y.S.2d 994  
N.Y.Ct.Cl.,1958

One of conditions of a franchise is continuation of service.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

 [Cited NaN times for this legal issue]

Atlantic Coast Line R. Co. v. Southern Ry. Co., 104 S.E.2d 77  
Ga.,1958

Generally, no one other than state or its political subdivisions which grant a franchise can assail validity of such franchise or right to exercise rights thereunder, especially in a collateral proceeding.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works



**H** [Cited NaN times for this legal issue]

San Diego County v. San Diego Gas & Elec. Co., 307 P.2d 365  
Cal.,1957

A utility's gross receipts for purpose of determining amount of compensation due county under franchise under Broughton Act are produced by all of its operative property. West's Ann.Public Util.Code, §§ 6001-6017.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

**H** [Cited NaN times for this legal issue]

San Diego County v. San Diego Gas & Elec. Co., 307 P.2d 365  
Cal.,1957

When operative properties are integrated and employed by utility as a unit and production of receipts by one part of property is dependent upon or contributes to production of receipts by other parts, receipts produced by each part cannot be identified specifically and total receipts must therefore be apportioned among the various properties according to the factors that produce them. West's Ann.Public Util.Code, §§ 6001-6017.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

**C** [Cited NaN times for this legal issue]

Atlantic Coast Line R. Co. v. Public Service Commission, 84 S.E.2d 132  
S.C.,1954

Public utility corporations accept their franchises from State subject to valid exercise of police power of State and to their duty to conform to reasonable regulations designed to promote public safety and convenience.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

**C** [Cited NaN times for this legal issue]

Atlantic Coast Line R. Co. v. Public Service Commission, 84 S.E.2d 132  
S.C.,1954

Public service franchises are granted primarily for public benefit and when accepted constitute contract, and grantee undertakes in consideration for privilege granted to perform services authorized.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

**C** [Cited NaN times for this legal issue]

Atlantic Greyhound Corp. v. Com., 83 S.E.2d 379  
Va.,1954

One who claims a franchise or privilege in derogation of common rights of public must prove his title thereto by a clearly and definitely expressed grant, and cannot enlarge it by equivocal or doubtful provisions or probable inferences.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

**C** [Cited NaN times for this legal issue]

Finney v. Estes, 273 P.2d 638  
Colo.,1954

The granting of a "franchise" is the grant of a property right and involves the granting of a privilege, but all privileges granted do not become franchises.See publication Words and Phrases for other judicial constructions and definitions.

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**C** [Cited NaN times for this legal issue]

Sheridan County Elec. Co-op. v. Montana-Dakota Utilities Co., 270 P.2d 742  
Mont.,1954

The grantee of a franchise takes nothing that is not clearly given by the grant; and nothing passes by implication except what may be necessary to carry into effect the obvious intent of the grant.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

🚩 [Cited NaN times for this legal issue]

N.L.R.B. v. Bill Daniels, Inc., 202 F.2d 579  
C.A.6,1953

Contracts for sales of automobiles, parts and accessories, by automobile manufacturer to independent retail dealers, were not "franchises," which must be conferred by sovereignty or state, but agreements between private entities arising from general right to engage in lawful business, which is part of citizen's liberty.See publication Words and Phrases for other judicial constructions and definitions.  
Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

🟢 [Cited NaN times for this legal issue]

State ex rel. Utilities Commission v. Ray, 73 S.E.2d 870  
N.C.,1953

In applications for removal of restrictions in franchises, the courts will not review or reverse the exercise of discretionary power by the administrative agency except upon showing of capricious, unreasonable, or arbitrary action or disregard of law.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

🟢 [Cited NaN times for this legal issue]

Victory Cab Co. v. City of Charlotte, 68 S.E.2d 433  
N.C.,1951

The grant of a franchise when accepted and acted on creates contract which is binding on grantor and grantee, and grant contemplates, and usually embraces, express conditions and stipulations, as to standards of service and so forth, which grantee or holder of franchise must perform. G.S. § 160-200, subd. 36a.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

🟢 [Cited NaN times for this legal issue]

Victory Cab Co. v. City of Charlotte, 68 S.E.2d 433  
N.C.,1951

The obligation resting upon a franchise-grantee to comply with stipulations, terms, and conditions of grant constitutes sufficient consideration to support franchise granted by public authority, and benefit to community may constitute sole consideration for grant.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

🟢 [Cited NaN times for this legal issue]

City of Camdenton v. Sho-Me Power Corp., 237 S.W.2d 94  
Mo.,1951

Power to grant franchises resides in the state, and a city, in granting a franchise, acts as agent for the state.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

🟢 [Cited NaN times for this legal issue]

City of Camdenton v. Sho-Me Power Corp., 237 S.W.2d 94  
Mo.,1951

Although a franchise must in final analysis come from the state, it may be granted by a municipality within the scope of its charter as agent of the state.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

**C** [Cited NaN times for this legal issue]

Schisler v. Merchants Trust Co. of Muncie, 94 N.E.2d 665  
Ind.,1950

In all grants by government to individuals or corporations of rights, privileges, and franchises, the words are to be taken most strongly against the grantee.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

**C** [Cited NaN times for this legal issue]

Schisler v. Merchants Trust Co. of Muncie, 94 N.E.2d 665  
Ind.,1950

One who claims franchise in derogation of the common rights of the public must prove title thereto by grant clearly and definitely expressed, and cannot enlarge it by equivocal or doubtful provisions or probable inferences.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

**H** [Cited NaN times for this legal issue]

Hackensack Water Co. v. Ruta, 69 A.2d 321  
N.J.,1949

In view that the franchise of a water company to lay pipes beneath public roads and legislative tribunal and not from the municipality, the municipality may not nullify the legislative franchise grant, though it may regulate its streets, is derived from the state through its exercise to serve the public convenience and necessity and the interests of abutting landowners, and may impose such conditions as are necessary for protection of the easement of passage, and the public safety and welfare and the streets and highways against injury and damage, and contiguous landowners against loss or undue interference with their rights. P.L.1876, p. 103, § 12; ?R.S. 48:19-6, 15, 17; ?R.S. 48:19-6, 15, 17, N.J.S.A.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

**P** [Cited NaN times for this legal issue]

Public Service Coordinated Transport v. Newark-Elizabeth Independent Bus Owners Ass'n, 69 A.2d 22  
N.J.,1949

Regulation and control of public utilities by statutory authority is for the benefit of the state and its citizens, and not for the benefit of established utilities or competitors of a rival company which may obtain a franchise or operating right in accordance with pertinent enabling legislation so that a competitor is not a "party in interest" who can collaterally attack a franchise or operating right granted to a rival pursuant to such statutory authority. See publication Words and Phrases for other judicial constructions and definitions.  
Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

**C** [Cited NaN times for this legal issue]

Albuquerque Bus Co. v. Everly, 211 P.2d 127  
N.M.,1949

Where the meaning of a grant or contract regarding any public franchise is ambiguous, it will be construed favorably to the rights of the public.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

**H** [Cited NaN times for this legal issue]

Incorporated Town of Hempstead v. Gulf States Utilities Co., 206 S.W.2d 227  
Tex.,1947

Generally a grant of a franchise is to be construed in favor of the public, and, if the language is ambiguous, the grant is to be construed in favor of the grantor and against the grantee.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

**H** [Cited NaN times for this legal issue]

Incorporated Town of Hempstead v. Gulf States Utilities Co., 206 S.W.2d 227  
Tex.,1947

Generally, nothing passes by implication by the grant of a franchise, except what may be necessary to give effect to the obvious intent of the grant.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

**C** [Cited NaN times for this legal issue]

Salinas v. Pacific Tel. & Tel. Co., 164 P.2d 905  
Cal.App.1.Dist.,1946

A delegation of power to grant franchises is strictly construed in favor of the public.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

**P** [Cited NaN times for this legal issue]

Incorporated Town of Pittsburg v. Cochrane, 159 P.2d 534  
Okla.,1945

A municipal corporation does not by mere grant of franchise to public service corporation become the owner of tangible property used in operating the service.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

**P** [Cited NaN times for this legal issue]

Incorporated Town of Pittsburg v. Cochrane, 159 P.2d 534  
Okla.,1945

If after termination of franchise public service company continues to furnish and town accepts the service, an implied contract of indefinite duration arises and company functions as a quasi public utility subject to terms of former franchise and rules of corporation commission, such arrangement being terminable by either party upon such reasonable notice as is consistent with duty owed by both to inhabitants of town.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

**C** [Cited NaN times for this legal issue]

City of Seattle v. Western Union Telegraph Co., 153 P.2d 859  
Wash.,1944

Legislative grants are to be strictly construed in favor of public.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

**C** [Cited NaN times for this legal issue]

City of Oakland v. Key System, 149 P.2d 195  
Cal.App.1.Dist.,1944


When the grant of a franchise is in excess of grantor's powers, there is no obligation on its part to restore any real or supposed benefits.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

**P** [Cited NaN times for this legal issue]

Ocean Park etc. Corp. v. City of Santa Monica, 104 P.2d 668  
Cal.App.1.Dist.,1940


A franchise may be severable to give effect to the rights of the parties under the terms thereof.Copr. (C) West

2008 No Claim to Orig. U.S. Govt. Works

 [Cited NaN times for this legal issue]


Hatcher v. Kentucky & West Virginia Power Co., 133 S.W.2d 910  
Ky.,1939

The granting of franchises is the exercise of legislative function of sovereignty.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

 [Cited NaN times for this legal issue]


Hamilton Lumber & Manufacturing Co. v. City of Paterson, 1 A.2d 311  
N.J.Sup.,1938

The city of Paterson was without authority to grant permission to lay, maintain, and operate a private railroad siding longitudinally on a public street, notwithstanding the street was a wide, unimproved, dirt street, only one block long, and located in industrial zone of city.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

 [Cited NaN times for this legal issue]


Prestonsburg Water Co. v. Dingus, 111 S.W.2d 661  
Ky.,1937

Franchise contracts are construed according to rules applicable to contracts generally.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

 [Cited NaN times for this legal issue]


Territory v. Fung, 34 Haw. 52  
Haw.Terr.,1936

A “franchise” is derived from grant of sovereign power and is conceived of as subject to contract, perpetual if not limited or qualified as to duration and subject to alienation, while a “governmental license” not imposed for revenue, has its source in police power and is considered a mere privilege, is not of itself a contract, is revocable and hence temporary, and is not transferable unless otherwise so provided.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

 [Cited NaN times for this legal issue]


Neils v. City of Seattle, 53 P.2d 848  
Wash.,1936

Power to grant franchises is a sovereign power, resting in state, and may be delegated by state, but it is not within powers of cities unless expressly delegated to them by state.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

 [Cited NaN times for this legal issue]

Pardeeville Elec. Light Co. v. Public Service Com'n of Wisconsin, 263 N.W. 366  
Wis.,1935

Statute validating public utility franchises and permits held applicable only to franchises granted prior to July 11, 1907 (St.1933, §§ 196.55, 196.56).Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

 [Cited NaN times for this legal issue]

Gurtz v. City of San Bruno, 48 P.2d 142  
Cal.App.1.Dist.,1935

City council had authority to grant exclusive franchise for removal of garbage.Copr. (C) West 2008 No Claim to

## Orig. U.S. Govt. Works

**C** [Cited NaN times for this legal issue]

Ohio Power Co. v. Craig, 197 N.E. 820

Ohio.App.5.Dist.Coshocton.Co.,1935

A court will enjoin the granting of a franchise which may vest in a corporation prohibited by Gen.Code, § 614-73, from owning or operating a public utility.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

**C** [Cited NaN times for this legal issue]

Copeland v. City of Waldport, 31 P.2d 670

Or.,1934

Public grants are construed strictly, and nothing passes by implication as against public rights.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

**C** [Cited NaN times for this legal issue]

Kentucky Utilities Co. v. Board of Com'rs of City of Paris, 71 S.W.2d 1024

Ky.,1933

Granting of franchise is exercise of legislative function of sovereignty.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

**C** [Cited NaN times for this legal issue]

Kentucky Utilities Co. v. Board of Com'rs of City of Paris, 71 S.W.2d 1024

Ky.,1933

State's sovereign power to grant franchises may, by constitutional or legislative provisions, be delegated to local political subdivisions, such as municipalities.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

**C** [Cited NaN times for this legal issue]

Kentucky Utilities Co. v. Board of Com'rs of City of Paris, 71 S.W.2d 1024

Ky.,1933

Statute requiring sale of franchise by municipality to highest and best bidder on expiration of prior franchise held not unconstitutional. Ky.St. §§ 2741m-1, 2741m-2; ?Const.Ky. § 19; ?Const.U.S. art. 1, § 10.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

**C** [Cited NaN times for this legal issue]

Holston River Electric Co. v. Hydro Electric Corp., 64 S.W.2d 509

Tenn.,1933

Statute requiring Utilities Commission's approval of franchises preserves to municipalities primary power to grant or withhold franchise, but also vests commission with power of regulation and control. Code 1932, § 5453.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

**C** [Cited NaN times for this legal issue]

Holston River Electric Co. v. Hydro Electric Corp., 64 S.W.2d 509

Tenn.,1933

In section of statute respecting certificates of convenience and necessity, stating "provisions of this statute" do not apply in certain cases, quoted phrase refers to preceding sections of article in which such section appears. Code 1932, § 5508. See publication Words and Phrases for other judicial constructions and definitions.

Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

**C** [Cited NaN times for this legal issue]

Holston River Electric Co. v. Hydro Electric Corp., 64 S.W.2d 509  
Tenn.,1933

Certificate of convenience and necessity required by one statute is in addition to Utilities Commission's approval of franchise granted by municipality to public utility required by another statute. Code 1932, §§ 5502-5508, 5453.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

**C** [Cited NaN times for this legal issue]

Holston River Electric Co. v. Hydro Electric Corp., 64 S.W.2d 509  
Tenn.,1933

Statutes respecting public convenience and necessity, providing that they shall not apply where municipality by ordinance declares that public necessity requires competing public utility, do not repeal statute requiring approval of Utilities Commission to make franchises valid. Code 1932, §§ 5502-5508, 5453.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

**C** [Cited NaN times for this legal issue]

State ex rel. Landis v. Rosenthal, 148 So. 769  
Fla.,1933

Delegation of legislative power to grant franchises directly affecting prerogatives of state should be accompanied by appropriate limitations.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

**C** [Cited NaN times for this legal issue]

State ex inf. Shartel, ex rel. City of Sikeston v. Missouri Utilities Co., 53 S.W.2d 394  
Mo.,1932

Power to grant franchises resides in state, and city, in granting franchise, acts as state's agent.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

**C** [Cited NaN times for this legal issue]

State ex inf. Shartel, ex rel. City of Sikeston v. Missouri Utilities Co., 53 S.W.2d 394  
Mo.,1932

State may condition utility's exercise of franchise granted by city on approval of Public Service Commission. Rev.St.1929, §§ 4962, 5193, 7683, V.A.M.S. §§ 71.520, 393.010, 393.170.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

**C** [Cited NaN times for this legal issue]

In re Consolidated Gas Utilities Co., 11 P.2d 473  
Okla.,1932

Revocable Permit Act, authorizing public utility to exchange municipal franchise for permit to conduct business, revocable by Legislature, held unconstitutional. Laws 1925, c. 102.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

**C** [Cited NaN times for this legal issue]

Cannonball Transp. Co. v. American Stages, 53 F.2d 1051  
S.D. Ohio.E.Div.,1931

Certificate of convenience and necessity issued by Ohio Utilities Commission to bus company covering interstate commerce is not "franchise" or "property right," as regards issuance of certificate to competitor. U.S.C.A.



Const. art. 1, § 8, cl. 3; ?Const.Amend. 14. See publication Words and Phrases for other judicial constructions and definitions.

Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

**C** [Cited NaN times for this legal issue]

Central Power Co. v. City of Hastings, 52 F.2d 487

D.Neb.Hastings.Div.,1931

Franchise granted by municipal corporation, when ambiguous, must be construed strictly for grantor.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

**C** [Cited NaN times for this legal issue]

Central Power Co. v. City of Hastings, 52 F.2d 487

D.Neb.Hastings.Div.,1931

Privileges not unequivocally granted under franchise from municipal corporation are withheld.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

**C** [Cited NaN times for this legal issue]

Central Power Co. v. City of Hastings, 52 F.2d 487

D.Neb.Hastings.Div.,1931

Canons of interpretation applicable to contracts in general are applicable to franchise contracts granted by municipal corporations.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

**C** [Cited NaN times for this legal issue]

City of Laurel v. Mississippi Gas Co., 49 F.2d 219

C.A.5.Miss.,1931

Public franchise, though construed in favor of public, must nevertheless be given just and reasonable construction.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

**C** [Cited NaN times for this legal issue]

Town of Hodgenville v. Gainesboro Telephone Co., 35 S.W.2d 888

Ky.,1931

Constitution and laws must be substantially complied with or grant of franchise is void.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

**C** [Cited NaN times for this legal issue]

Lovejoy v. City of Norwalk, 152 A. 210

Conn.,1930


Designation of oyster bed merely gave exclusive right to oysters from particular place, preserving every other right of public thereto (Gen.St.1930, §§ 3277, 3289, 3293, 3303, 3304).Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

**C** [Cited NaN times for this legal issue]

City of Benton Harbor v. Michigan Fuel & Light Co., 231 N.W. 52


Mich.,1930

Franchises should be construed most strongly against grantee and in favor of public.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

 [Cited NaN times for this legal issue]


City of Benton Harbor v. Michigan Fuel & Light Co., 231 N.W. 52 Mich.,1930

Grants made by the Constitution or statutes to private persons or public service corporations of rights belonging to the state or to the public must be construed most strongly in favor of the public; and only that which is granted in clear and explicit terms passes by the grant.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

 [Cited NaN times for this legal issue]


Broad River Power Co. v. State of South Carolina ex rel. Daniel, 50 S.Ct. 401 U.S.S.C.,1930

Franchises must be strictly construed, and construction least harmful to public adopted.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

 [Cited NaN times for this legal issue]


Transit Improvement Co. v. Springfield Ry. Co., 30 Ohio N.P.(N.S.) 499 Ohio.Com.Pl.,1930

Claim of city for improvement of property and road bed of grantee under franchise contract, which improvement was made under Gen.Code, §§ 3812-2 and 3812-3, afterwards held unconstitutional, was not a lien on grantee's property.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

 [Cited NaN times for this legal issue]


Transit Improvement Co. v. Springfield Ry. Co., 30 Ohio N.P.(N.S.) 499 Ohio.Com.Pl.,1930

Annual payment to city of percentage of gross earnings required by franchise contract was not a lien on grantee's property where contract did not so provide.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

 [Cited NaN times for this legal issue]


Transit Improvement Co. v. Springfield Ry. Co., 30 Ohio N.P.(N.S.) 499 Ohio.Com.Pl.,1930

Claims of cities for grantee's share of street improvements or repairs constituted lien against grantee's property under franchise contract and were entitled to priority over mortgages.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

 [Cited NaN times for this legal issue]

City of Hominy v. Corporation Com'n of Oklahoma, 287 P. 1029 Okla.,1930

Statute authorizing utilities to exchange municipal franchise for permit revocable by Legislature held invalid as precluding electors from granting, renewing, or extending franchises. Laws 1925, c. 102; ?Okl.St. Ann. Const. art. 18, § 5(a).Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

 [Cited NaN times for this legal issue]

City of Hominy v. Corporation Com'n of Oklahoma, 287 P. 1029 Okla.,1930

Statute authorizing utilities to exchange municipal franchise for revocable permits held invalid as precluding 25 per cent. of electors from filing demand for franchise. Laws 1925, c. 102; ?Const. art. 18, § 5(b).Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

**C** [Cited NaN times for this legal issue]

City of Wynona v. Corporation Com'n of Oklahoma, 287 P. 1030  
Okla.,1930

Statute authorizing utilities to exchange municipal franchise for permit revocable by Legislature held invalid as precluding electors from granting, renewing, or extending franchises. Laws 1925, c. 102; ?Okla.St. Ann. Const. art. 18, § 5(a).Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

**C** [Cited NaN times for this legal issue]

City of Wynona v. Corporation Com'n of Oklahoma, 287 P. 1030  
Okla.,1930

Statute authorizing utilities to exchange municipal franchise for revocable permits held invalid as precluding 25 per cent. of electors from filing demand for franchise. Laws 1925, c. 102; ?Const. art. 18, § 5(b).Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

**C** [Cited NaN times for this legal issue]

City of Wynona v. Corporation Com'n of Oklahoma, 287 P. 1032  
Okla.,1930

Statute authorizing utilities to exchange municipal franchise for permit revocable by Legislature held invalid as precluding electors from granting, renewing, or extending franchises. Laws 1925, c. 102; ?Okla.St. Ann. Const. art. 18, § 5(a).Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

**C** [Cited NaN times for this legal issue]

City of Wynona v. Corporation Com'n of Oklahoma, 287 P. 1032  
Okla.,1930

Statute authorizing utilities to exchange municipal franchise for revocable permits held invalid as precluding 25 per cent. of electors from filing demand for franchise. Laws 1925, c. 102; ?Const. art. 18, § 5(b).Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

**C** [Cited NaN times for this legal issue]

City of Cushing v. Consolidated Gas Utilities Co., 284 P. 38  
Okla.,1930

Statute authorizing utilities to exchange municipal franchise for revocable permit held invalid as precluding 25 per cent. of electors from filing demand for franchise and municipal authorities from acting thereon. Laws 1925, c. 102; ?Okla.St. Ann. Const. art. 18, § 5(b).Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

**C** [Cited NaN times for this legal issue]

City of Cushing v. Consolidated Gas Utilities Co., 284 P. 38  
Okla.,1930

Constitutional right reserved to electors of extending or renewing municipal franchises cannot be taken away by Legislature. Const. art. 18, §§ 5(a), 5(b).Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

**C** [Cited NaN times for this legal issue]

In re Oklahoma Power Co., 284 P. 12  
Okla.,1930

Constitutional right reserved to electors of extending or renewing municipal franchises cannot be taken away by Legislature. Const. art. 18, §§ 5(a), 5(b).Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

**C** [Cited NaN times for this legal issue]

In re Oklahoma Power Co., 284 P. 12

Okla.,1930

Statute authorizing utilities to exchange municipal franchise for revocable permit held invalid as precluding 25 per cent. of electors from filing demand for franchise and municipal authorities from acting thereon. Laws 1925, c. 102; ?Okl.St. Ann. Const. art. 18, § 5(b).Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

**C** [Cited NaN times for this legal issue]

Oklahoma Natural Gas Corp. v. State, 284 P. 40

Okla.,1930

Statute authorizing utilities to exchange municipal franchise for revocable permit held invalid as precluding 25 per cent. of electors from filing demand for franchise and municipal authorities from acting thereon. Laws 1925, c. 102; ?Okl.St. Ann. Const. art. 18, § 5(b).Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

**C** [Cited NaN times for this legal issue]

Oklahoma Natural Gas Corp. v. State, 284 P. 40

Okla.,1930

Constitutional right reserved to electors of extending or renewing municipal franchises cannot be taken away by Legislature. Const. art. 18, §§ 5(a), 5(b).Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

**C** [Cited NaN times for this legal issue]

Oklahoma Natural Gas Corp. v. State, 284 P. 40

Okla.,1930

Statute authorizing utilities to exchange municipal franchise for permit revocable by Legislature held invalid as precluding electors from granting, renewing, or extending franchises. Laws 1925, c. 102; ?Okl.St. Ann. Const. art. 18, § 5(a).Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

**C** [Cited NaN times for this legal issue]

In re Okmulgee Gas Co., 284 P. 70

Okla.,1930

Constitutional right reserved to electors of extending or renewing municipal franchises cannot be taken away by Legislature. Const. art. 18, §§ 5(a), 5(b).Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

**C** [Cited NaN times for this legal issue]

In re Okmulgee Gas Co., 284 P. 70

Okla.,1930

Statute authorizing utilities to exchange municipal franchise for revocable permit held invalid as precluding 25 per cent. of electors from filing demand for franchise and municipal authorities from acting thereon. Laws 1925, c. 102; ?Okl.St. Ann. Const. art. 18, § 5(b).Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

**C** [Cited NaN times for this legal issue]

In re Okmulgee Gas Co., 284 P. 70

Okla.,1930

Statute authorizing utilities to exchange municipal franchise for permit revocable by Legislature held invalid as precluding electors from granting, renewing, or extending franchises. Laws 1925, c. 102; ?Okl.St. Ann. Const. art. 18, § 5(a).Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

▶ [Cited NaN times for this legal issue]

City of Okmulgee v. Okmulgee Gas Co., 282 P. 640  
Okla.,1929

Statute authorizing utilities to exchange municipal franchise for permit revocable by Legislature held invalid as precluding electors from granting, renewing, or extending franchises. Laws 1925, c. 102; ?Okl.St. Ann. Const. art. 18, § 5(a).Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

▶ [Cited NaN times for this legal issue]

City of Okmulgee v. Okmulgee Gas Co., 282 P. 640  
Okla.,1929

Statute authorizing utilities to exchange municipal franchise for revocable permits held invalid as precluding 25 per cent. of electors from filing demand for franchise. Laws 1925, c. 102; ?Const. art. 18, § 5(b).Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

▶ [Cited NaN times for this legal issue]

State v. Broad River Power Co., 153 S.E. 537  
S.C.,1929

Any ambiguity in the terms, of a grant of a franchise must be construed against the grantees and in favor of the public, and nothing passes by implication.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

■ [Cited NaN times for this legal issue]

Larson v. State of South Dakota, 49 S.Ct. 196  
U.S.S.D.,1929

One relying on public grant as basis for private right must bring it expressly within grant or statute.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

● [Cited NaN times for this legal issue]

Denny v. Brady, 163 N.E. 489  
Ind.,1928

Grant of franchise, when accepted and acted upon by grantee, creates binding contract.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

● [Cited NaN times for this legal issue]

Eastern New Jersey Power Co. v. Board of Public Utility Com'rs, 140 A. 258  
N.J.Sup.,1928

Order of Public Utility Commissioners, confining different lighting companies to different portions of borough, will not be disturbed on certiorari as concerns sufficiency of testimony, if testimony reasonably sustains finding. P.L.1911, pp. 376, 379, §§ 15 and 17, subds. (b) (c), as amended by P.L.1926, pp. 226, 239.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

● [Cited NaN times for this legal issue]

Huckins Hotel Co. v. Southwestern Bell Telephone Co., 245 P. 838  
Okla.,1925

Where the meaning of a grant or contract regarding any public franchise is doubtful or ambiguous, it will be construed favorably to the rights of the public; ?but, where the meaning is clear, the contract will be enforced.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

▶ [Cited NaN times for this legal issue]

Irvine Toll Bridge Co. v. Estill County, 275 S.W. 634  
Ky.,1925

No one inherently possesses right to grant franchise, except sovereignty.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

▶ [Cited NaN times for this legal issue]

San Francisco-Oakland Terminal Rys. v. Alameda County, 225 P. 304  
Cal.App.1.Dist.,1924

Franchises granted after enactment of a statute must be deemed to have been made in contemplation of its terms.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

● [Cited NaN times for this legal issue]

City Sanitation Co. v. City of Casper, 206 P. 149  
Wyo.,1922

The extent of a franchise granted by a municipality is measured by the terms of the grant and those implications only which are necessary to carry into effect the obvious intent of the grant.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

▶ [Cited NaN times for this legal issue]

City of Helena v. Helena Light & Ry. Co., 207 P. 337  
Mont.,1922

Franchises granted by the public are to be construed strictly against the grantee and liberally in favor of the public.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

● [Cited NaN times for this legal issue]

City of Columbus v. Public Utilities Commission, 133 N.E. 800  
Ohio,1921

A franchise contract must be construed and enforced according to the standard of laws in force at the time it was entered into; ?the laws existing at such time becoming a part of the contract. (Per Marshall, C.J.)Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

▶ [Cited NaN times for this legal issue]

Chicago, R.I. & P. Ry. Co. v. Taylor, 192 P. 349  
Okla.,1920

Franchises granted by the public are to be construed strictly against the grantee and liberally in favor of the public.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

● [Cited NaN times for this legal issue]

Piedmont Power & Light Co. v. Town of Graham, 40 S.Ct. 453  
U.S.N.C.,1920

Grants of rights and privileges by a state or municipality are strictly construed, and whatever is not unequivocally granted is withheld; ?nothing passing by implication.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

● [Cited NaN times for this legal issue]

Tampa & J. Ry. Co. v. Catts, 85 So. 364

Fl.,1920

Franchises granted by the public are to be construed strictly against the grantee and liberally in favor of the public.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

**C** [Cited NaN times for this legal issue]

Simons Brick Co. v. City of Los Angeles, 187 P. 1066

Cal.,1920

Corporate privileges which are not ordinarily and necessarily an incident of the corporate franchise can be held to prevail over public rights only when it plainly and explicitly appears that such privileges have been in fact granted.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

**H** [Cited NaN times for this legal issue]

Village of Newcomerstown v. Consolidated Gas Co., 35 Ohio C.D. 397

Ohio.App.5.Dist.Tuscarawas.Co.,1919

Where after expiration of gas company's franchise village adopted further ordinance granting a renewal of the first franchise ordinance but on different terms, the first ordinance was not repealed by implication, and the later ordinances did not become binding on company until accepted by it.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

**H** [Cited NaN times for this legal issue]

Village of Newcomerstown v. Consolidated Gas Co., 35 Ohio C.D. 397

Ohio.App.5.Dist.Tuscarawas.Co.,1919

Where gas company did not accept terms of franchise ordinances enacted by village after expiration of original franchise ordinance, gas company could terminate its connection with village at any time and remove its property therefrom and an action did not lie to enjoin discontinuance or impairment of the service.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

**H** [Cited NaN times for this legal issue]

Village of Newcomerstown v. Consolidated Gas Co., 35 Ohio C.D. 397

Ohio.App.5.Dist.Tuscarawas.Co.,1919

Where franchise of gas company expired and thereafter village enacted two ordinances purporting to regulate gas company and rates thereof, schedule of rates filed after passage of such ordinances by gas company did not constitute acceptance of terms of the ordinances by gas company under Gen.Code, § 614-44, providing that filing of complaint by public utility under such section constitutes an acceptance of the terms of such ordinances.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

**P** [Cited NaN times for this legal issue]

Atlantic Coast Electric Ry. Co. v. Board of Public Utility Com'rs, 104 A. 218

N.J.Err.App.,1918

The traction acts of 1893, and 1896 do not expressly authorize municipalities to contract with street railway companies, but the power is implied from the power to consent to a location of tracks and to impose lawful restrictions.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

**C** [Cited NaN times for this legal issue]

Northern Ohio Traction & Light Co. v. State of Ohio ex rel. Pontius, 38 S.Ct. 196

U.S. Ohio,1918



Under the Constitution and Statutes of Ohio, county commissioners in 1892 had power to grant franchises for railways over public roads valid for 25 years if not perpetually.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

**C** [Cited NaN times for this legal issue]

Cleveland Ry. Co. v. City of Cleveland, 119 N.E. 202  
Ohio,1918

Under the Constitution of Ohio, making all private property subservient to the public welfare, a contract by private person or corporation with the public, if of doubtful or uncertain meaning, should be construed most favorably to the public welfare.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

**H** [Cited NaN times for this legal issue]

City of Spring Valley v. Chicago, O. & P.R. Co., 200 Ill.App. 352  
Ill.App.2.Dist.,1916

In ordinance granting to interurban railway additional franchises and rights of way through city, recital that it was intention or ordinance to grant railway a right of way into the city from the east, and through the same to the western boundary lines thereof, held clearly to grant a right of way over certain streets on which railway already had interurban lines.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

**C** [Cited NaN times for this legal issue]

Birmingham Waterworks Co. v. Hernandez, 71 So. 443  
Ala.,1916

Franchises granted by the public are to be construed strictly against the grantee and liberally in favor of the public.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

**C** [Cited NaN times for this legal issue]

Terre Haute Paper Co. v. Terre Haute Waterworks Co., 110 N.E. 85  
Ind.App.1.Div.,1915

A public service corporation, such as a water company, has only such rights as its franchise defines.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

**¶** [Cited NaN times for this legal issue]

Iowa Telephone Co. v. City of Keokuk, 226 F. 82  
S.D.Iowa.E.Div.,1915

When granting a franchise, Legislature or municipality impliedly reserves the power of regulation as to matters not expressly defined, but such reservation of powers does not include the power of confiscation or destruction.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

**C** [Cited NaN times for this legal issue]

Town of Haines v. Eastern Oregon Light & Power Co., 149 P. 87  
Or.,1915

Grants made by the Constitution or statutes to private persons or public service corporations of rights belonging to the state or to the public must be construed most strongly in favor of the public; ?and only that which is granted in clear and explicit terms passes by the grant.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

**C** [Cited NaN times for this legal issue]

Town of Augusta v. Smith, 174 S.W. 543

Ark.,1915

Remedies of creditors of one holding a franchise to operate a light and water plant in a town on specified conditions are subordinate to the public rights.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

▀ [Cited NaN times for this legal issue]

Raynor v. New York & L.I. Traction Co., 149 N.Y.S. 151  
N.Y.Co.,1914

Where the language of a franchise is ambiguous, it will be construed against the grantee and in favor of the public, but, where free from ambiguity, the court will give the language used its ordinary and accepted meaning.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

▀ [Cited NaN times for this legal issue]

Raynor v. New York & L.I. Traction Co., 149 N.Y.S. 151  
N.Y.Co.,1914

Franchises giving valuable powers and privileges to corporations should be liberally construed in the public interest.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

● [Cited NaN times for this legal issue]

City of Colorado Springs v. Pike's Peak Hydro-Electric Co., 140 P. 921  
Colo.,1914

A city is not to be charged by implication but only upon express contract.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

● [Cited NaN times for this legal issue]

City of Colorado Springs v. Pike's Peak Hydro-Electric Co., 140 P. 921  
Colo.,1914

What is received by a city for the grant of a franchise is to be considered in interpreting the provisions thereof imposing duties upon the grantee.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

● [Cited NaN times for this legal issue]

State ex rel. De Burg v. Water Supply Co. of Albuquerque, 140 P. 1059  
N.M.,1914

Where the meaning of a grant or contract regarding any public franchise is doubtful or ambiguous, it will be construed favorably to the rights of the public; ?but, where the meaning is clear, the contract will be enforced.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

● [Cited NaN times for this legal issue]

Christian-Todd Telephone Co. v. Commonwealth, 161 S.W. 543  
Ky.,1913


Grant of a franchise being in the nature of a vested property right, it is subject to the performance of conditions and duties imposed on the grantee.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

● [Cited NaN times for this legal issue]

State v. Des Moines City Ry. Co., 140 N.W. 437  
Iowa,1913


Grants made by the Constitution or statutes to private persons or public service corporations of rights belonging to the state or to the public must be construed most strongly in favor of the public; ?and only that which is gran-

ted in clear and explicit terms passes by the grant.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

 [Cited NaN times for this legal issue]


Washington-Oregon Corp. v. City of Chehalis, 202 F. 591  
W.D.Wash.S.Div.,1913

Grants made by the Constitution or statutes to private persons or public service corporations of rights belonging to the state or to the public must be construed most strongly in favor of the public; ?and only that which is granted in clear and explicit terms passes by the grant.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

 [Cited NaN times for this legal issue]


Ex parte Russell, 126 P. 875  
Cal.,1912

Grants made by the Constitution or statutes to private persons or public service corporations of rights belonging to the state or to the public must be construed most strongly in favor of the public; ?and only that which is granted in clear and explicit terms passes by the grant.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

 [Cited NaN times for this legal issue]

Calumet Service Co. v. City of Chilton, 135 N.W. 131  
Wis.,1912

Want of corporate power referable to defect in organization and not militating against existence de facto, or referable to limitations of corporate purpose specified in the organic articles, which under ordinary circumstances are only subject to be inquired into by the state, directly, does not affect capacity to acquire an indeterminate permit.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

 [Cited NaN times for this legal issue]


Calumet Service Co. v. City of Chilton, 135 N.W. 131  
Wis.,1912

The general grant of power under the circumstances specified in section 1797m-77 of the Statutes (W.S.A. 196.55) to acquire an indeterminate permit, by necessary implication was intended to enlarge, if necessary, corporate powers, enabling the organization to legitimately deal with the state in the exchange of equivalents,-to surrender its rights, whatever they may be, and take and enjoy the one offered in lieu thereof.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

[Cited NaN times for this legal issue]

United Elec. Co. of N.J. v. Mutual Ben. Elec. Light & Power Co., 81 A. 754  
N.J.Err.App.,1911

By Act March 28, 1891, P.L. p. 249; ?1 Gen.St.1895, p. 465, establishing boards of street and water commissioners in cities of the first class, control over streets for the purpose of passing an ordinance, authorizing the construction and maintenance therein of conduits and wires for the supply and distribution of electricity, was taken from the common council and lodged in the board of street and water commissioners; ?and Act April 21, 1896, P.L. p. 322, N.J.S.A. 48:7-1, 2, relating to electric light, heat, and water companies did not have the effect of restoring such control to the common council.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

 [Cited NaN times for this legal issue]

Spring Val. Waterworks v. City and County of San Francisco, 192 F. 137  
C.C.N.D.Cal.,1911

A water company held not entitled to have franchises which had expired independently valued for rate-fixing

purposes.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

▶ [Cited NaN times for this legal issue]

Clark v. City of Los Angeles, 116 P. 722  
Cal.,1911

Grants made by the Constitution or statutes to private persons or public service corporations of rights belonging to the state or to the public must be construed most strongly in favor of the public; ?and only that which is granted in clear and explicit terms passes by the grant.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

● [Cited NaN times for this legal issue]

City of La Crosse v. La Crosse Gas & Electric Co., 130 N.W. 530  
Wis.,1911

A public franchise, burdened with a public revenue feature, is not grantable by a state agency, in the absence of express or unmistakable legislative authority to impose such a burden.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

■ [Cited NaN times for this legal issue]

Boise City, Idaho v. Boise Artesian Hot & Cold Water Co., 186 F. 705  
C.A.9.Idaho,1911

Franchises and special privileges must be construed most strongly against the grantee and in favor of the government.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

● [Cited NaN times for this legal issue]

City of Shelbyville, Ky., v. Glover, 184 F. 234  
C.A.6.Ky.,1910

Legislative or municipal grants or franchises in which the public has an interest are to be strictly construed in favor of the public.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

■ [Cited NaN times for this legal issue]

People v. Detroit United Ry., 127 N.W. 748  
Mich.,1910

The terms of a franchise must be construed strictly against the grantee.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

■ [Cited NaN times for this legal issue]

Madera Waterworks v. City of Madera, 185 F. 281  
C.C.S.D.Cal.N.Div.,1910

Grants made by the Constitution or statutes to private persons or public service corporations of rights belonging to the state or to the public must be construed most strongly in favor of the public; ?and only that which is granted in clear and explicit terms passes by the grant.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

■ [Cited NaN times for this legal issue]

Madera Waterworks v. City of Madera, 185 F. 281  
C.C.S.D.Cal.N.Div.,1910

The franchise of a water company to occupy and use the streets of a city must necessarily rest in a grant from the state, and the measure of its rights is to be determined from a construction of such grant purely as a matter of contract.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

▶ [Cited NaN times for this legal issue]

Colorado Telephone Co. v. Fields, 110 P. 571  
N.M.Terr.,1910

Where the meaning of a grant or contract regarding any public franchise is doubtful or ambiguous, it will be construed favorably to the rights of the public; ?but, where the meaning is clear, the contract will be enforced.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

● [Cited NaN times for this legal issue]

Hill Dredging Co. v. Ventnor City, 78 A. 677  
N.J.Ch.,1910

A city governed by P.L. 1897, p. 46, N.J.S.A. 40:168-1, providing for the government of cities containing a population of less than 12,000 inhabitants, has no power to grant for the benefit of a company the privilege of laying pipes in the streets to pump sand to the beach front.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

▶ [Cited NaN times for this legal issue]

Levy v. City of Elizabeth, 75 A. 312  
N.J.Sup.,1910

Power to pass a resolution giving permission to a society for the prevention of cruelty to animals to locate drinking fountains at certain places in the streets of a city is given its council by its charter, P.L.1863, p. 117, § 31, empowering the council to prescribe the manner in which corporations or persons shall exercise any privileges granted them in the use of any street for any purpose, and to make and regulate wells, pumps, and cisterns in the streets.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

▶ [Cited NaN times for this legal issue]

City of Superior v. Douglas County Tel. Co., 122 N.W. 1023  
Wis.,1909

In the absence of any statute requiring a different acceptance of a franchise or privilege granted by a city, a written acceptance thereof subject to the conditions imposed is unnecessary, and the actual enjoyment of the privilege is a sufficient acceptance to create contractual obligations.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

● [Cited NaN times for this legal issue]


City of Passaic v. Public Service Corp. of New Jersey, 73 A. 122  
N.J.Ch.,1909

Act May 18, 1898, (P.L. p. 458), curing irregularities in proceedings by cities to authorize electric lighting companies to construct and maintain in its streets, lines for furnishing light, rendered valid a previous grant of such authority by a city, in form of a motion, instead of by ordinance or resolution.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

● [Cited NaN times for this legal issue]


Central Trust Co. of New York v. Municipal Traction Co., 169 F. 308  
C.C.N.D.Ohio.E.Div.,1909

Grants made by the Constitution or statutes to private persons or public service corporations of rights belonging to the state or to the public must be construed most strongly in favor of the public; ?and only that which is granted in clear and explicit terms passes by the grant.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

 [Cited NaN times for this legal issue]


United Electric Co. v. City of Newark, 71 A. 237  
N.J.Sup.,1908

By Act March 28, 1891, P.L. p. 249; ?1 Gen.St.1895, p. 465, as amended by Act April 22, 1897, P.L. p. 248, the power to pass an ordinance granting to a corporation the right to open the streets of the city of Newark and lay conduits for distribution of electricity, and to use such streets for such purposes, is lodged solely in the board of street and water commissioners of that city.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

 [Cited NaN times for this legal issue]


Spring Val. Water Co. v. City and County of San Francisco, 165 F. 667  
C.C.N.D.Cal.,1908

The franchise of a water company to collect rates for water is property, and its value as well as whatever value attaches to its business as a going concern is to be considered in determining the value of its property for rate-fixing purposes, but the burden of proving such values rests upon the company.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

 [Cited NaN times for this legal issue]


McGinnis v. City of San Jose, 96 P. 367  
Cal.,1908

The presentation of an application to legislative body does not compel it to proceed to grant the franchise, or to take a single step in the direction of granting it.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

 [Cited NaN times for this legal issue]


State v. Portland General Elec. Co., 95 P. 722  
Or.,1908

Grants of franchises are strictly construed against the grantee, and nothing passes by implication.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

 [Cited NaN times for this legal issue]


Shreveport Traction Co. v. Kansas City, S. & G. Ry. Co., 44 So. 457  
La.,1907

Municipal authorities are without power to grant franchises. This may be done by the state alone.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

 [Cited NaN times for this legal issue]

McCarter v. Vineland Light & Power Co., 65 A. 1041  
N.J.Ch.,1907

The Legislature has the power to bestow upon an individual the right to exercise those public franchises which can only be exercised through legislative sanction to the same extent that such powers can be bestowed by legislative enactment upon private corporations.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

 [Cited NaN times for this legal issue]

Van Duynes v. Knox Hat Mfg. Co., 64 A. 149  
N.J.Ch.,1906

A municipality is a mere trustee for the public at large, and can only exercise the rights vested in it over streets for the furtherance of the rights of the public and is not authorized to grant the right to a private citizen to make

a special use for private purposes of the substratum of a public highway, the fee of which is owned by another; and hence the municipal authorities of a borough could not lawfully grant to a private citizen or corporation the right to lay water pipes in the streets to be used for private purposes. Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

▶ [Cited NaN times for this legal issue]

Blair v. City of Chicago, 26 S.Ct. 427  
U.S.Ill.,1906

A legislative grant of special and exclusive privileges must be made in plain terms in order to convey private rights in respect to public property, and to prevent the future control of such privileges in the public interest. Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

▶ [Cited NaN times for this legal issue]

Stockton Gas & Elec. Co. v. San Joaquin County, 83 P. 54  
Cal.,1905

Franchise extended by the constitutional provision to lay pipes and conduits, or erect poles and supply the inhabitants of a city with artificial light, is an incorporeal hereditament-is real estate in the nature of an easement pertaining to the streets of the city in which it is exercisable; that is inseparably annexed to the soil out of which the profit arises, and has a local situation in the place, and that place only, where the right is actually exercised. Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

● [Cited NaN times for this legal issue]

State v. Town of Monroe, 82 P. 888  
Wash.,1905

The doctrine of ratification or estoppel cannot be urged against the defense of ultra vires, where such defense is invoked to defeat a franchise granted by public officers without authority of law. Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

[Cited NaN times for this legal issue]

Laukea v. Cooper, 2 U.S. Dist. Ct. Haw. 196  
D.Haw.,1904

Grant of franchise to inmates of leper settlement involves reasonable opportunity on their part of receiving instruction on political issues. Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

● [Cited NaN times for this legal issue]

Valparaiso City Water Co. v. City of Valparaiso, 69 N.E. 1018  
Ind.App.,1904

An ordinance granting a waterworks franchise, and providing for the purchase of the plant by the city after a certain length of time, is to be construed favorably to the city, as are all grants of franchises by the public. Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

■ [Cited NaN times for this legal issue]

Scott v. City of La Porte, 69 N.E. 675  
Ind.,1904

A city has no power to authorize anyone to exclusively furnish water for its use, and for that of its inhabitants. Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works



**C** [Cited NaN times for this legal issue]

Purnell v. McLane, 56 A. 830

Md.,1904

The right to a franchise is not to be presumed in proceedings based on the existence of the right.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

**C** [Cited NaN times for this legal issue]

Twin Village Water Co. v. Damariscotta Gas Light Co., 56 A. 1112

Me.,1903

Permissive rights given by Pub.Laws 1885, p. 318, c. 378, regulating the erection of poles and lines for purposes of electricity, granted no franchise.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

**P** [Cited NaN times for this legal issue]

Scott v. City of Laporte, 68 N.E. 278

Ind.,1903

A municipal ordinance empowering a private water company to construct and maintain a system of waterworks for supplying water to the city and its inhabitants, and undertaking to bind the city, in addition to furnishing the power to transport the water, to pay a large sum for 21 years as water rentals, which amount is to be paid to the trustees of the company's bondholders, assuming to hypothecate the water plant of the city and pledging the city's power of taxation to meet such fixed charges, whereby the city becomes a guarantor of the entire transaction, is ultra vires, as employing its credit in the promotion of a private enterprise.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

**C** [Cited NaN times for this legal issue]

Spring Val. Waterworks v. City and County of San Francisco, 124 F. 574

C.C.N.D.Cal.,1903

The franchise of a water company in California to collect rates for water supplied, which, by the Constitution of the state, is declared to be property, and made taxable as such, is an element to be considered in determining the value of the corporate property necessarily employed in the supplying of water to a city and county, city or town, or the inhabitants thereof, as is also the enhanced value of the property by reason of the fact that the company has an established business, and is a going concern actually using the property in supplying water to consumers.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

**C** [Cited NaN times for this legal issue]

Horstman, On Behalf of City of Cincinnati v. Cincinnati St. Ry. Co., 1 Ohio N.P.(N.S.) 25

Ohio.Super,1903

Const. art. 2, § 28 authorizing the General Assembly to cure omissions, defects and errors in instruments and proceedings arising out of want of conformity with the state laws, would not authorize the enactment of the curative provisions of section 31 of the Municipal Code providing that all unexpired grants of rights or franchises heretofore made by any municipality under any unconstitutional law were made valid or regranted.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works


**H** [Cited NaN times for this legal issue]

City of Helena v. Helena Waterworks Co., 122 F. 1

C.A.9.Mont.,1903


A public grant of franchises or privileges is to be strictly construed against the grantee and in favor of the public,

and nothing will pass except what is granted in clear and explicit terms.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

 [Cited NaN times for this legal issue]

Pacific Elec. Co. v. Los Angeles, 118 F. 746  
C.C.S.D.Cal.S.Div.,1902

Act March 11, 1901, St.1901, p. 265, requires all franchises granted by municipal corporations to be sold to the highest bidder, and prescribes the procedure for granting the same, providing that every franchise “shall be granted upon the conditions in this act provided and not otherwise.” It provides that notice shall be published and sealed bids received, to be opened at an hour fixed in the notice; ?that “at the time of the opening of said bids any responsible firm or corporation present or represented may bid for said franchise or privilege a sum not less than 10 per cent. above the highest sealed bid therefor, and said bid so made may be raised 10 per cent. by any other responsible bidder present and said franchise or privilege shall finally be struck off, sold and granted \* \* \* to the highest bidder therefor.” It further provides that the successful bidder shall pay the amount of his bid within 24 hours, and that, in case he or it shall fail so to do, then the said franchise or privilege “shall be granted to the next highest bidder therefor.” Held, that such statute contemplated that the competition in bidding should take place at the time the sealed bids were opened, and before the franchise was “struck off, and sold”; ?that the authority of a city council, on the failure of the accepted bidder to deposit the amount of his bid as required, was limited to the granting or refusing of the franchise to the next highest bidder, and its acceptance of an oral bid thereafter made was ultra vires and created no valid contract.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

 [Cited NaN times for this legal issue]


Raynolds v. City of Cleveland, 13 Ohio Dec. 125  
Ohio.Com.Pl.,1902

A city council had authority to grant a franchise to construct and operate a street railway only in exact and identical streets and alleys named, upon exact and identical conditions named, notwithstanding license of grant must refer to a route and not to each separate and distinct street or alley of route.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

 [Cited NaN times for this legal issue]


Raynolds v. City of Cleveland, 13 Ohio Dec. 125  
Ohio.Com.Pl.,1902

The right to construct and operate a street railway may be granted to anyone who would agree to carry at lowest rate of fare, even after proposals were advertised for and received.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

 [Cited NaN times for this legal issue]

Raynolds v. City of Cleveland, 13 Ohio Dec. 125  
Ohio.Com.Pl.,1902

The legislature does not have power to grant any exclusive rights to one means of transportation over a public way to exclusion of other modes of travel, and legislature may control and regulate means of travel but not right of travel.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

 [Cited NaN times for this legal issue]

Reed v. City of Anoka, 88 N.W. 981

Minn.,1902

Contracts of the nature of those in question in this action are not, merely from the fact that they cover a period of 31 years, and definitely and finally fix the rates and charges to be paid the grantees for the full period, prima facie void, as unreasonable and unfair. They are prima facie valid, and, in the absence of a showing of unreasonableness, must be upheld.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

🚩 [Cited NaN times for this legal issue]

Reed v. City of Anoka, 88 N.W. 981  
Minn.,1902

The question whether the necessities of a municipality justify a contract for so long a period of time, and the fairness and reasonableness of the terms thereof, are addressed to the sound judgment of the municipal officers; and, as such officers are presumed to act within the scope of their authority, and for the best interests of the municipality they represent, the burden to impeach the contract is upon the person who calls it in question.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

🚩 [Cited NaN times for this legal issue]

Matthews v. Southern Ohio Traction Co., 13 Ohio Dec. 311  
Ohio.Com.Pl.,1902

A city had no power to make a grant other than for a street railroad, and not for an interurban.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

[Cited NaN times for this legal issue]

Columbus, Delaware & Northern Traction Co. v. Marriott, 47 W.L.B. 357  
Ohio.Prob.,1902

Grants given to a corporation being in derogation of private rights must be strictly construed.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

🟢 [Cited NaN times for this legal issue]

State v. Portage City Water Co., 83 N.W. 697  
Wis.,1900

It is not essential to a franchise that the grant be made direct; it is sufficient if it be made through a legitimate legislative agency.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

🟢 [Cited NaN times for this legal issue]

Iron Mountain R. Co. of Memphis v. City of Memphis, 96 F. 113  
C.A.6.Tenn.,1899

A resolution of a city council, passed with all the forms required for the passage of ordinances, adjudging that there has been a breach by a railroad company of a contract by which the city granted to its an easement and franchise in a street, and declaring a forfeiture of the rights granted, and a resumption of possession of the street by the city, although conditions upon a failure of the company to comply with certain requirements within a specified time, which time has elapsed, and the condition has been complied with, is a law of the state, within the meaning of section 10 of article 1 of the constitution, U.S.C.A., against the impairment of a state of the obligation of contracts.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

🟢 [Cited NaN times for this legal issue]

People ex rel. Dean v. Board of Sup'rs of Contra Costa County, 55 P. 131

Cal.,1898

It may be said that the action of the board of supervisors in granting a franchise under this act of the legislature is, at least, quasi judicial.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

► [Cited NaN times for this legal issue]

Los Angeles City Water Co. v. City of Los Angeles, 88 F. 720  
C.C.S.D.Cal.,1898

The California statute of May 3, 1852 (St.Cal.1852, p. 171), providing for the incorporation of water companies, and which contains a provision preventing any municipality from depriving itself, by contract with such corporation, of the power to regulate water rates, does not affect the power of a municipality to limit its rights in this respect by a contract granting a waterworks franchise to individuals, as distinguished from a corporation organized under the act; ?nor is its power to so bind itself affected by the fact that such individuals intend to organize a corporation, and assign their franchise to it.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

● [Cited NaN times for this legal issue]

State v. Mayor, Etc., of Dover, 39 A. 705  
N.J.Sup.,1898

The common council of Dover is without power to grant leave to a corporation organized under the general law of this state, entitled "An act concerning corporations," to lay gas pipes and operate a gas plant in Dover.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

● [Cited NaN times for this legal issue]

Thompson v. Ocean City R. Co., 36 A. 1087  
N.J.Sup.,1897

A borough has no power to authorize by ordinance a railroad to occupy its streets longitudinally.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

● [Cited NaN times for this legal issue]

Trustees Presbyterian Church of Trenton v. State Bd. Com'rs Elec. Subways, 27 A. 809  
N.J.Sup.,1893

The act entitled "An act for the placing of electrical conductors under ground in cities of this state, and for the creation of a state board of commissioners of electrical subways," approved March 10th, 1892, P.L., p. 78, does not authorize the board to grant a franchise for erecting poles and wires in the streets for the transmission of electricity. The office and effect of that legislation relate to the control and regulation of such franchises derived from other competent authority.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

● [Cited NaN times for this legal issue]

Trustees Presbyterian Church of Trenton v. State Bd. Com'rs Elec. Subways, 27 A. 809  
N.J.Sup.,1893

The act of March 10, 1892, P.L.1892, p. 78, creating the board of commissioners of electrical subways, authorizing them to order the removal of wires from the surface of streets and the placing of them underground, and requiring wires thereafter placed above ground to be sanctioned by the board, does not empower the board to grant to a street railway company the franchise of erecting poles and wires in the street to furnish power to propel cars by electricity.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

■ [Cited NaN times for this legal issue]

Indianapolis Cable St. R. Co. v. Citizens' St. R. Co., 24 N.E. 1054  
Ind.,1890

A grant made by the commonwealth, or by a municipal corporation under authority from the commonwealth, is to be taken most strongly against the grantee, and nothing is to be taken by implication against the public except what necessarily flows from the nature of the terms of the grant.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

**H** [Cited NaN times for this legal issue]

Indianapolis Cable St. R. Co. v. Citizens' St. R. Co., 24 N.E. 1054  
Ind.,1890

Grants of franchises by public corporations to individuals or private corporations are to be strictly construed, and no exclusive privilege passes unless it be plainly conferred by express words or necessary implication.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

**C** [Cited NaN times for this legal issue]

Lamar v. McDaniel, 3 S.E. 409  
Ga.,1887

Under the act of March 19, 1869, entitled an act to authorize improvements to be made on the reserve at the Indian Spring, to protect the same from trespass, and for other purposes therein mentioned, the agent of the State was not compelled to go beyond the boundaries of the reserve to open and keep in repair the roads and paths between the boundaries and the public highway for the accommodation of those visiting the spring, nor was he compelled to erect bridges outside of the reserve to facilitate access to the spring. He had the privilege of doing this, but it was optional with him to exercise that privilege or not. It was, therefore, error to refuse to charge this principle and to charge to the contrary.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

**C** [Cited NaN times for this legal issue]

State v. Mayor of Newark, 8 A. 128  
N.J.Sup.,1887

Authority on the part of a municipality to grant to any person, natural or artificial, a right to erect telegraph or telephone poles, etc., in the public streets, can only be derived from the legislature by express grant or by necessary implication from powers expressly granted.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

**C** [Cited NaN times for this legal issue]

Dermott v. State, 1 N.E. 242  
N.Y.,1885

The rule that a grant of the sovereign must be construed strictly against the grantee will be strictly applied even where the grant has been made upon a good consideration, where such grant relates to the jus publici, such as the supervision of public highways and the control of navigable waters.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

**C** [Cited NaN times for this legal issue]

Hackett v. Multnomah Ry. Co., 6 P. 659  
Or.,1885

A corporation may be a joint owner of a ferry where not inconsistent with its constitution, and as such, entitled to share in its earnings, and to that end may have an accounting.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

► [Cited NaN times for this legal issue]

Roper v. McWhorter, 77 Va. 214  
Va.,1883

Franchises in this state have always been granted with a view to subserve the public, and are deemed public trusts, to be regulated and managed by the Legislature through its different agents.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

● [Cited NaN times for this legal issue]

San Jose Gas Co. v. January, 7 P.C.L.J. 510  
Cal.,1881

In a pecuniary sense, the value of franchises may be as various as the objects for which they exist, and the methods by which they are employed, and may change with every moment of time; ?but that franchises are property, and are to be taxed in some method in proportion to value, is a part of the paramount law of this State.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

● [Cited NaN times for this legal issue]

Mason v. Harper's Ferry Bridge Co., 17 W.Va. 396  
W.Va.,1880

Franchises and corporate rights granted indirectly by the state through general laws for such purposes are the same in effect as if the power conferring such franchises and rights had been exercised directly by the state itself.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

■ [Cited NaN times for this legal issue]

St. Clair County Turnpike Co. v. People of State of Illinois ex rel. Bowman, 96 U.S. 63  
U.S.Ill.,1877

Franchises and special privileges must be construed most strongly against the grantee and in favor of the government.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

● [Cited NaN times for this legal issue]

Spring Val. Waterworks v. City and County of San Francisco, 52 Cal. 111  
Cal.,1877

When there is even serious doubt in respect to the interpretation of a law conferring franchises on a corporation or person, it should be construed against the party claiming the privilege.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

● [Cited NaN times for this legal issue]

State v. Dayton & V. Toll-Road Co., 10 Nev. 155  
Nev.,1875

Any ambiguity in the terms of a grant of a franchise must be construed against the grantees and in favor of the public, and nothing passes by implication.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

■ [Cited NaN times for this legal issue]

Columbia Delaware Bridge Co. v. Geisse, 38 N.J.L. 39  
N.J.Sup.,1875

The grant by one state of a ferry franchise over a river which is the boundary between it and another state is valid, and it is not necessary to its validity that there be concurrent action by both states, nor that the grantee have

the right of landing beyond the state by which the grant is made.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

**H** [Cited NaN times for this legal issue]

Columbia Delaware Bridge Co. v. Geisse, 38 N.J.L. 39  
N.J.Sup.,1875

The legislative grant of a ferry franchise is valid, although the grantee has not title to the landing places which are named as the termini of the ferry.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

**C** [Cited NaN times for this legal issue]

City of Elk Point v. Vaughn, 46 N.W. 577  
Dakota.Terr.,1875

The act of Congress, approved March 2, 1867, which provides that the Legislative Assemblies of the several Territories shall not grant private charters or especial privileges, has no application to municipal corporations.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

**H** [Cited NaN times for this legal issue]

Union Pac. R.R. v. U.S., 10 Ct.Cl. 548  
Ct.Cl.,1874

The magnitude of the consideration, political or financial, which may operate upon the legislative mind as an inducement for grants and franchises conferred by statute, does not change the character of the legislation, nor vary the rule of construction by which the rights of the grantee must be measured.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

**C** [Cited NaN times for this legal issue]

West End and Atlanta Street R. Co. v. Atlanta Street R. Co., 49 Ga. 151  
Ga.,1873

It is a well established rule of law that an exclusive grant in derogation of common rights, as well as in all cases in which exclusive rights are claimed under a legislative grant to a corporation, that such grant should be strictly construed, and that nothing is to be intended beyond the express words contained in it.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

**C** [Cited NaN times for this legal issue]

Lake v. Virginia & T.R. Co., 7 Nev. 294  
Nev.,1872

Any ambiguity in the terms of a grant of a franchise must be construed against the grantees and in favor of the public, and nothing passes by implication.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

**C** [Cited NaN times for this legal issue]

Montgomery v. Inhabitants of City of Trenton, 36 N.J.L. 79  
N.J.Sup.,1872

Under the general power to regulate streets, the common council of a city cannot license an individual to lay a railroad track across a public street for his own private use.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

**C** [Cited NaN times for this legal issue]

Chapin v. Crusen, 31 Wis. 209



Wis.,1872

A statute conferring a franchise is not to be construed as a contract on the part of the state, unless it shows by its terms that such was the intent of the legislature.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

🚩 [Cited NaN times for this legal issue]

Powell v. Maguire, 43 Cal. 11  
Cal.,1872

When the legislature grants a franchise to a particular person, his associates and assigns, it delegates to him the right to select the persons thereafter to be associated with him in the enterprise.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

🇺🇸 [Cited NaN times for this legal issue]

Britton v. Blake, 35 N.J.L. 208  
N.J.Sup.,1871

The sovereign power may resume the grant of a franchise before it has been accepted, and rights acquired under it.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

🚩 [Cited NaN times for this legal issue]

Schierhold v. North Beach and Mission R. Co., 40 Cal. 447  
Cal.,1871

The fact that a party is a corporation, with the right of exercising corporate powers, does not, of itself, establish its right to a special franchise.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

🇨 [Cited NaN times for this legal issue]

Bartram v. Central Turnpike Co., 25 Cal. 283  
Cal.,1864

Any ambiguity in the terms of a grant of a franchise must be construed against the grantees and in favor of the public, and nothing passes by implication.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

🇨 [Cited NaN times for this legal issue]

Hartford Bridge Co. v. Union Ferry Co., 29 Conn. 210  
Conn.,1860

Any ambiguity in the terms of a grant of a franchise must be construed against the grantees and in favor of the public, and nothing passes by implication.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

🚩 [Cited NaN times for this legal issue]

Griffing v. Gibb, 11 F.Cas. 33  
C.C.N.D.Cal.,1857

A grant to an individual of franchises is to be strictly construed; ?but a grant to a purchaser must be interpreted according to the ordinary meaning of its language.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

🇨 [Cited NaN times for this legal issue]

Weld v. Chapman, 2 Clarke 524  
Iowa,1856

The grant of a franchise by the state, cannot extend beyond her own limits.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

**C** [Cited NaN times for this legal issue]

Mairs v. Gallahue, 9 Gratt. 94  
Va.,1852

A decree authorized the construction of a mill dam, which would obstruct a ford. The decree imposed the duty of keeping a ferry boat at the crossing of a public road over the stream. Held, that the duty imposed was not merely personal to the grantee of the privilege, but was a condition and incident of the grant, and attached to it in to whose hands soever it passed.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

**C** [Cited NaN times for this legal issue]

Shorter v. Smith, 9 Ga. 517  
Ga.,1851

Any ambiguity in the terms of a grant of a franchise must be construed against the grantees and in favor of the public, and nothing passes by implication.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

[Cited NaN times for this legal issue]

Clark v. Wilkie, 35 S.C.L. 259  
S.C.App.L.,1850

The acceptance of a grant by Act of the Legislature, must be presumed until the contrary be proved.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

**H** [Cited NaN times for this legal issue]

Miners' Bank of Dubuque v. U.S., 1 Greene 553  
Iowa,1848

Any ambiguity in the terms of a grant of a franchise must be construed against the grantees and in favor of the public, and nothing passes by implication.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

**H** [Cited NaN times for this legal issue]

Miners' Bank of Dubuque v. U.S., 1 Greene 553  
Iowa,1848

Grants and franchises are to be construed in favor of the state.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

**H** [Cited NaN times for this legal issue]

Proprietors of Bridges over Passaic and Hackensack Rivers v. State, 21 N.J.L. 384  
N.J.,1848

A grant of franchises for a limited time, after which they revert to the state, is not a lease.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

**H** [Cited NaN times for this legal issue]


Mills v. St. Clair County, 2 Gilman 197  
Ill.,1845

Any ambiguity in the terms of a grant of a franchise must be construed, against the grantees and in favor of the public, and nothing passes by implication.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

**C** [Cited NaN times for this legal issue]


State v. Real Estate Bank, 5 Ark. 595  
Ark.,1844

Precedent conditions must be complied with strictly and literally, or a franchise will not vest. Conditions subsequent, which work a forfeiture, are to be construed liberally; but still the grantee is bound to a substantial performance. Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

 [Cited NaN times for this legal issue]


State v. Real Estate Bank, 5 Ark. 595  
Ark., 1844

Where the estate has once vested, it is sufficient if the substance of the condition be performed. And if the condition subsequent is impossible to be performed, or performance is prevented by act of God, the grantee is excused. Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

 [Cited NaN times for this legal issue]


State v. Real Estate Bank, 5 Ark. 595  
Ark., 1844

Acts granting franchises are contracts, and the estate in such franchises vests upon the same principle as estates in land, being equally a grant of a right or privilege for a valuable consideration. Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

 [Cited NaN times for this legal issue]


Proprietors of Charles River Bridge v. Proprietors of Warren Bridge, 36 U.S. 420  
U.S. Mass., 1837

In grants by the public, nothing passes by implication. Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

 [Cited NaN times for this legal issue]


Proprietors of Charles River Bridge v. Proprietors of Warren Bridge, 36 U.S. 420  
U.S. Mass., 1837

Any ambiguity in the terms of a grant of a franchise must be construed against the grantees and in favor of the public, and nothing passes by implication. Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

 [Cited NaN times for this legal issue]


Young v. Buckingham, 5 Ohio 485  
Ohio, 1832

The legislature of Ohio may lawfully create the franchise of erecting a toll bridge, it being for the public benefit. Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

 [Cited NaN times for this legal issue]

Trustees of Dartmouth College v. Woodward, 17 U.S. 518  
U.S. N.H., 1819

A "corporation" is a franchise for a number of persons to be incorporated and exist as a body politic, with a power to maintain perpetual succession and to do corporate acts, and each individual of such a corporation is said to have a franchise or freedom. Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

 [Cited NaN times for this legal issue]

Trustees of Dartmouth College v. Woodward, 17 U.S. 518  
U.S. N.H., 1819

A gift by the crown of incorporeal hereditaments, such as corporate franchises, when executed, is a "grant". Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

▶ [Cited NaN times for this legal issue]

Trustees of Dartmouth College v. Woodward, 17 U.S. 518  
U.S.N.H.,1819

When a charter is granted, and the corporation is to be brought into existence by some future acts of the corporators, the franchises or property which the charter grants to the body remain in abeyance until such acts are done; ?and, when the corporation is brought into life, the franchises instantaneously attach.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

▶ [Cited NaN times for this legal issue]

Trustees of Dartmouth College v. Woodward, 17 U.S. 518  
U.S.N.H.,1819

A grant of the king, at the suit of the grantee, is to be construed most beneficially for the king and most strictly against the grantee.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

● [Cited NaN times for this legal issue]

Donnelly v. Vandenberg, 3 Johns. 27  
N.Y.Sup.,1808

An exclusive right to establish and run stage wagons on a certain road was granted by statute to certain individuals for a term of years, and any other person establishing a stage on that route was made liable to a penalty of \$500. The grantees, by resolutions adopted by them, divided the whole line, each to keep and run a stage upon the portion assigned to him, and receive the profits. B., one of the grantees, with the consent of two others, ran a stage on the part assigned him, and also on the part assigned to A. In an action by A. against B. to recover the penalty of \$500, it was held that the penalty was given to secure the grantees in their privilege against the encroachments; ?that the defendant, being one of the grantees, was not liable to the penalty; ?and that the resolutions assigning distinct portions of the road to each proprietor, he to keep a stage thereon, were not a division or partition of the franchise. Whether such franchise is susceptible of partition, so as to give exclusive and independent rights to each grantee in distinct portions of the road, quaere.Copr. (C) West 2008 No Claim to Orig. U.S. Govt. Works

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