

ROBERT W. HARRISON
ATTORNEY AT LAW
STATE BUILDING - CIVIC CENTER
SAN FRANCISCO

July 22, 1925.

Colonel Ed Fletcher,
Fletcher Building,
San Diego, Calif.

My dear Colonel:

With reference to the case, of San Francisco
11502, La Mesa Lemon Grove and Spring Valley Irrigation
District vs. J.H. Halley, etc. et al., I find, upon inquiring
at the Supreme Court, that this case was not submitted on
April 7th as you supposed, but because of the filing of
briefs was not submitted until July 6th.

It is of course therefore too early to expect
a decision from the Supreme Court, and I did not therefore
take the matter up with the Chief Justice.

Sincerely,



RWH:YC

cc - Mr. Stern
Mr. Hall

CLASS OF SERVICE DESIRED	
TELEGRAM	
DAY LETTER	
NIGHT MESSAGE	
NIGHT LETTER	
Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL RATE TELEGRAM	

WESTERN UNION TELEGRAM

Form 1206 A

NO.	CASH OR CMO.
CHECK	
TIME FILED	

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Send the following message, subject to the terms on back hereof, which are hereby agreed to

July 24, 1925.

Robert W. Harrison
Chief Deputy Attorney General
California State Building,
San Francisco, Calif.

Letter received Attorneys inform me briefs were filed in March
final arguments heard April seventh and Supreme Court promised
final decision in three weeks Supreme Court undoubtedly
resubmitted this matter on their own motion to protect their
salaries Kindly do everything possible

ED FLETCHER

Chg. Ed Fletcher Co.

ROBERT W. HARRISON
ATTORNEY AT LAW
CINCINNATI, OHIO

April 5th

ALL MESSAGES TAKEN BY THIS COMPANY ARE SUBJECT TO THE FOLLOWING TERMS:

- To guard against mistakes or delays, the sender of a message should order it repeated, that is, telegraphed back to the originating office for comparison. For this, one-half the un-repeated message rate is charged in addition. Unless otherwise indicated on its face, this is an un-repeated message and paid for as such, in consideration whereof it is agreed between the sender of the message and this company as follows:
1. The company shall not be liable for mistakes or delays in the transmission or delivery, or for non-delivery, of any message received for transmission at the un-repeated message rate beyond the sum of five hundred dollars; nor for mistakes or delays in the transmission or delivery, or for non-delivery, of any message received for transmission at the repeated message rate beyond the sum of five thousand dollars, unless specially valued; nor in any case for delays arising from unavoidable interruption in the working of its lines; nor for errors in cipher or obscure messages.
 2. In any event the company shall not be liable for damages for mistakes or delays in the transmission or delivery, or for the non-delivery, of any message, whether caused by the negligence of its servants or otherwise, beyond the sum of five thousand dollars, at which amount each message is deemed to be valued, unless a greater value is stated in writing by the sender thereof at the time the message is tendered for transmission, and unless the repeated message rate is paid or agreed to be paid, and an additional charge equal to one-tenth of one per cent of the amount by which such valuation shall exceed five thousand dollars.
 3. The company is hereby made the agent of the sender, without liability, to forward this message over the lines of any other company when necessary to reach its destination.
 4. Messages will be delivered free within one-half mile of the company's office in towns of 5,000 population or less and within one mile of such office in other cities or towns. Beyond these limits the company does not undertake to make delivery, but will, without liability, at the sender's request, as his agent and at his expense, endeavor to contract for him for such delivery at a reasonable price.
 5. No responsibility attaches to this company concerning messages until the same are accepted at one of its transmitting offices; and if a message is sent to such office by one of the company's messengers, he acts for that purpose as the agent of the sender.
 6. The company will not be liable for damages or statutory penalties in any case where the claim is not presented in writing within sixty days after the message is filed with the Company for transmission.
 7. It is agreed that in any action by the Company to recover the tolls for any message or messages the prompt and correct transmission and delivery thereof shall be presumed, subject to rebuttal by competent evidence.
 8. Special terms governing the transmission of messages under the classes of messages enumerated below shall apply to messages in each of such respective classes in addition to all the foregoing terms.
 9. No employee of the company is authorized to vary the foregoing.

THE WESTERN UNION TELEGRAPH COMPANY
INCORPORATED
NEWCOMB CARLTON, PRESIDENT

CLASSES OF SERVICE

TELEGRAMS

A full-rate expedited service
NIGHT MESSAGES

Accepted up to 2.00 A.M. at reduced rates to be sent during the night and delivered not earlier than the morning of the ensuing business day.
Night Messages may at the option of the Telegraph Company be mailed at destination to the addressees, and the Company shall be deemed to have discharged its obligation in such cases with respect to delivery by mailing such Night Messages at destination, postage prepaid.

DAY LETTERS

A deferred day service at rates lower than the standard telegram rates as follows: One and one-half times the standard Night Letter rate for the transmission of 50 words or less and one-fifth of the initial rates for each additional 10 words or less.

SPECIAL TERMS APPLYING TO DAY LETTERS:

In further consideration of the reduced rate for this special Day Letter service, the following special terms in addition to those enumerated above are hereby agreed to:

- a. Day Letters may be forwarded by the Telegraph Company as a deferred service and the transmission and delivery of such Day Letters is, in all respects, subordinate to the priority of transmission and delivery of regular telegrams.
- b. Day Letters shall be written in plain English. Code language is not permissible.
- c. This Day Letter is received subject to the express understanding and agreement that the Company does not undertake that a Day

Letter shall be delivered on the day of its date absolutely and at all events; but that the Company's obligation in this respect is subject to the condition that there shall remain sufficient time for the transmission and delivery of such Day Letter on the day of its date during regular office hours, subject to the priority of the transmission of regular telegrams under the conditions named above.
No employee of the Company is authorized to vary the foregoing.

NIGHT LETTERS

Accepted up to 2.00 A.M. for delivery on the morning of the ensuing business day, at rates still lower than standard night message rates, as follows: The standard telegram rate for 10 words shall be charged for the transmission of 50 words or less, and one-fifth of such standard telegram rate for 10 words shall be charged for each additional 10 words or less.

SPECIAL TERMS APPLYING TO NIGHT LETTERS:

In further consideration of the reduced rate for this special Night Letter service, the following special terms in addition to those enumerated above are hereby agreed to:

- a. Night Letters may at the option of the Telegraph Company be mailed at destination to the addressees, and the Company shall be deemed to have discharged its obligation in such cases with respect to delivery by mailing such Night Letters at destination, postage prepaid.
 - b. Night Letters shall be written in plain English. Code language is not permissible.
- No employee of the Company is authorized to vary the foregoing.

July 24, 1925.

Mr. Robert W. Harrison,
Chief Deputy Attorney General,
State Building,
San Francisco, California.

My dear Mr. Harrison:

It was mighty nice of you to write me
under date of the 22nd.

We have been deliberately tricked by
certain parties, and I thank you so much for giving
me the facts. Anything you can do to expedite this
matter will be more than appreciated.

Yours very sincerely,

EF:AH

STATE OF CALIFORNIA
OFFICE OF ATTORNEY GENERAL

July 27, 1925.

Colonel Ed. Fletcher,
Fletcher Building,
San Diego, California.

My dear Colonel Fletcher:

After receiving your telegram of the
24th inst. I again visited the office of the
Clerk of the Supreme Court and ascertained
that while the case was on the calendar for
hearing on April 7th, yet on that day the
petitioner was given ten days to file an addi-
tional brief, amicus curiae ten days to file
a brief and respondents five days to file a
reply brief, the case then to be submitted.

The record further shows that on
April 17th the brief of amicus curiae was filed
and on April 22nd a brief was filed by petition-
er. Respondents' brief does not appear to have
been filed and after awaiting time for the
respondents to file a brief the court submitted
the matter as of July 6th without further await-
ing respondents brief.

In view of these facts I hardly felt

Col. Ed. Fletcher. #2.

justified in speaking to the court about an early decision as in view of the submission on July 6th and in view of the condition of the court's calendar I felt that I was hardly justified in pressing the court at this time for a decision. However, if opportunity accords, I will endeavor to ascertain whether a decision may not be expected at an early date.

Very truly yours,

Robert W. Harrison
Chief Deputy.

RWH:GW

*cc - Crouch & Sanders
Mr. Hall
Mr. Halley*

July 31, 1925.

Mr. Robert W. Harrison,
Chief Deputy Attorney General,
State Building,
San Francisco, California.

My dear Mr. Harrison:

Answering yours of July 27th, will say that the respondent had no intention of filing a reply brief and automatically the Supreme Court according to Crouch & Sanders considered the case submitted. This would have been in full force and effect five days after April 22nd or April 27th last. The court from the bench agreed to render an opinion in three weeks.

I assume from your letter that the Supreme Court, altho they had only given a five days' right to file the reply brief of the respondents, yet let it run on for over three months, which is certainly not customary.

I hope you can see your way clear to punch them up, and same will be greatly appreciated.

Very sincerely yours,

EF:AH

Ed Fletcher Papers

1870-1955

MSS.81

Box: 10 Folder: 4

General Correspondence - Harrison, Robert H.



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