

© The Tiffen Company, 2000

KODAK Gray Scale



Kodak
LICENSED PRODUCT

A 1 2 3 4 5 6 **M** 8 9 10 11 12 13 14 15 **B** 17 18 19



United States Senate,

WASHINGTON, D. C.

[Jan. 1921?]

Hiram W. Johnson Papers
Bancroft Library

See Jack this:

Of course, I'll be glad to do anything
in my power for Whitaker, but it is next
to impossible to arouse any interest in the
Senate now or make an effective protest
in the Senate as he suggests. The Tariff Bill
and Appropriation Bills are engrossing the
Senate and will during the next month.

When we convene in special session I
may be the Chairman of Committee on
Island Dependencies or possessions or then
I think I can be of real aid.

H.W.J.

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION



TELEGRAM

NEWCOMB CARLTON, PRESIDENT

GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

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RECEIVED AT

1921 JAN 1 PM 5 13

A333DA 49 BLUE

WA WASHINGTON DC 710P 1

HIRAM W AND ARCHIBALD M JOHNSON 508

MILLS BLDG SANFRANCISCO CALIF

HAVE WRITTEN TODAY CHRISTMAS GIFTS ALL FINALLY ARRIVED WE ARE
 BOTH PLEASED BEYOND MEASURE AND ARE ENJOYING THEM MIGHTILY WE
 BOTH THANK YOU AND SEND YOU HEARTS LOVE HOW ARE WE LONG FOR YOU AND PRAY
 FOR A NEW YEAR OF HEALTH AND HAPPINESS FOR OUR CHILDREN AND
 GRANDCHILDREN

MOTHER AND DAD.

United States Senate,
COMMITTEE ON CUBAN RELATIONS.



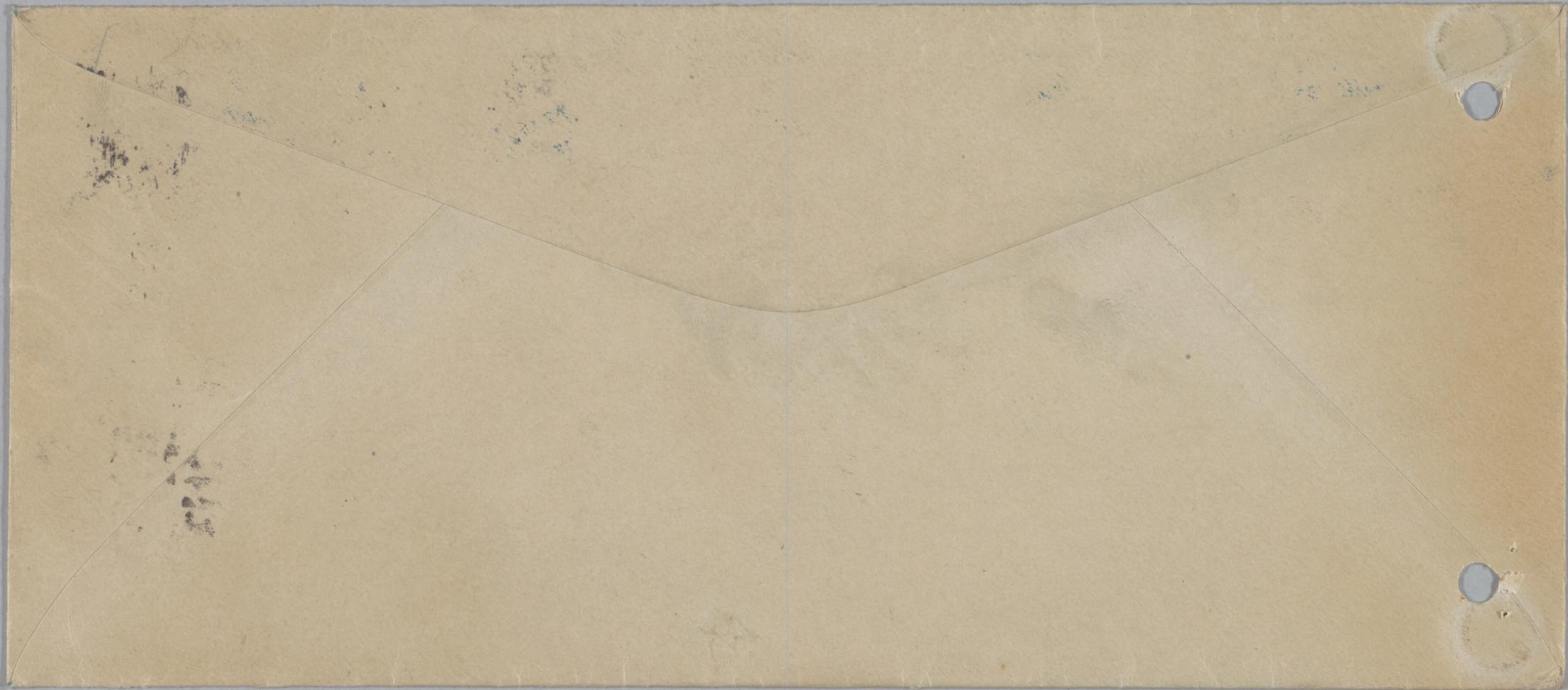
Wm W. Johnson

U. S. S.

*Archibald N. Johnson Esq.
Atty. at Law
Kills Building.
San Francisco,
California*



Personal



HENRY CABOT LODGE, MASS., CHAIRMAN.
PORTER J. MC CUMBER, N. DAK.
WILLIAM E. BORAH, IDAHO.
FRANK B. BRANDEGEE, CONN.
ALBERT B. FALL, N. MEX.
PHILANDER C. KNOX, PA.
WARREN G. HARDING, OHIO.
HIRAM W. JOHNSON, CALIF.
HARRY S. NEW, IND.
GEORGE H. MOSES, N. H.
O. F. REDMOND, CLERK.

GILBERT M. HITCHCOCK, NEBR.
JOHN SHARP WILLIAMS, MISS.
CLAUDE A. SWANSON, VA.
ATLEE POMERENE, OHIO.
MARCUS A. SMITH, ARIZ.
KEY PITTMAN, NEV.
JOHN K. SHIELDS, TENN.

United States Senate,
COMMITTEE ON FOREIGN RELATIONS

At Home, May 2, 1921.

My dear Jack:

Finally all your beautiful presents arrived and yesterday Mother and I had another Christmas. Thank you ever so much for the great valise and the wonderful cigars. These really reached us before Mother's gifts. You remembered me far too well, yet I loved it. The valise will be more than welcome. Our lack of one, makes it a necessity. The cigars I'm dipping into gingerly.

like a little boy with a delicious
sweet, so they will last the
longer.

Love to the Kiddies and yourself.
Your letter to Mother about the
Boys' Christmas was fine, and I
wish you could have seen how
she glowed as she read your
description of the opening of the
packages.

I'm myself again, but unfortunately
Mother is not well. She has been
suffering dreadfully for some days
with a severe headache, and is
extremely nervous. I do hope and
pray for her speedy recovery. Mother's
illnesses are like a pall over the house,
and this perhaps because of her very
great activity.

Goodbye, dear lad. We hope you come on soon,
Affectionately, Dad.

HENRY CABOT LODGE, MASS., CHAIRMAN.
PORTER J. MC CUMBER, N. DAK. GILBERT M. HITCHCOCK, NEBR.
WILLIAM E. BORAH, IDAHO. JOHN SHARP WILLIAMS, MISS.
FRANK B. BRANDEGEE, CONN. CLAUDE A. SWANSON, VA.
ALBERT B. FALL, N. MEX. ATLEE POMERENE, OHIO.
PHILANDER C. KNOX, PA. MARCUS A. SMITH, ARIZ.
WARREN G. HARDING, OHIO. KEY PITTMAN, NEV.
HIRAM W. JOHNSON, CALIF. JOHN K. SHIELDS, TENN.
HARRY B. NEW, IND.
GEORGE H. MOSES, N. H.

G. F. REDMOND, CLERK.

United States Senate,

COMMITTEE ON FOREIGN RELATIONS

At Home, Jan. 2, 1921.

My dear Aoch:

Your books finally came. They are great. I am now deeply immersed in the first of the series of the French Revolution, and I am going to enjoy them all mightily. It happens that I have one set — Gibbon; and because of this, Mother suggested the new set be returned to Newbiggin. This accordingly was done today, and I want you to see that you receive due credit. I assumed you would consent when you learned I already had the volumes. Your selections showed

Your usual excellent and discriminating
taste. Thank you very very much,
my dear boy.

I'm feeling all right again and
am hard at it in the Senate.

Mother unfortunately is not well.
She has worried herself sick
over conditions she does not
like and perhaps ever one, and
for some days has had a
terrible headache. We're having
a pretty tough time. The weather
has been delightful, as good as
California could be.

Lots of love,
Dad.

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT

GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

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RECEIVED AT

338 CALIFORNIA ST.
Sutter 4321, Local 37

1921 JAN 13 PM 12 03

D51CH 56 BLUE

ST WASHINGTON DC 1153A 13

HIRAM W JOHNSON JR

338 ATTORNEY AT LAW MILLS BLDG SANFRANCISCO CALIF

MORE THAN GLAD YOU ARE COMING WE WILL KIDNAP YOU EVENINGS WHEN
DESIRED WE STAY WASHINGTON HOTEL BECAUSE OF CLEANLINESS OF ROOMS
SHOREHAM IS SUPPOSED TO HAVE BEST TABLE WHILE WILLI ARE PROBABLY
MOST SOUGHT WIRE ME WHERE YOU DESIRE ROOMS AND I WILL HAVE
FRANK MAKE RESERVATIONS BOTH OF US WISH YOU TO BRING PUPPY LOVE

HIRAM W JOHNSON:

Book

2500

CLASS OF SERVICE	
Telephone	
Day	
Night	
Special	
It is noted that the amount of the bill is subject to change if the service is not used.	

RECEIVED AT

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

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WESTERN TELEGRAPH

NEWCOMB CARLTON, PRESIDENT

GEORGE W

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

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A reply is requested by the sender of this message. May we rush it for you?



2477 D

RECEIVED AT MILLS BUILDING
43SF X 55 BLUE LOCAL #1

CS WASHINGTON DC 5P JAN 18 1921

MAJOR A M JOHNSON

SANFRANCISCO CALIF

43

NEWSPAPERS THIS MORNING CONTAIN DISPATCHES YOU ARE BETTER BUT THAT MISS CHASE IS SUFFERING FROM CONCUSSION OF THE BRAIN MOTHER AND I ARE VERY THANKFUL FOR YOUR NARROW ESCAPE BUT FILLED WITH SORROW AT INJURY TO MISS CHASE PLEASE CONVEY TO HER OUR INTENSE SYMPATHY WIRE ME ON RECEIPT OF THIS JUST HOW YOU ARE

HIRAM W JOHNSON

308P

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

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WESTERN UNION



TELEGRAM

245 pm

NEWCOMB CARLTON, PRESIDENT

GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT

*a 3 pm W 10**Jan - 19 - 21**St Washington DC - 3 pm 19*

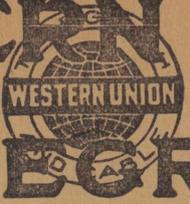
*Hiram W. Johnson Jr. On board
Overland Ltd coming
east due this evening
Omaha*

*We are impatiently awaiting you
Write us from Chicago. Love
Dad + Mother*

CLASS OF SERVICE	SYMBOL
Telegram	
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Night Letter	N L

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WESTERN UNION



TELEGRAM

NEWCOMB CARLTON, PRESIDENT

GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Telegram	
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RECEIVED AT

358 CALIFORNIA ST.
SUTTER 4321 LOCAL 57

1921 JAN 24 AM 8 08

C 109DA 36 BLUE

ST WASHINGTON DC 1003A 24

MAJOR ARCHIBALD M JOHNSON 034

ATTORNEY AT LAW MILLS BLDG SANFRANCISCO CAL IF

HAVE NOT WRITTEN BECAUSE OF NUMEROUS WIRES PASSING BETWEEN US
HOPE YOU ARE ALL RIGHT AGAIN JACK ARRIVED SICK AND HE IS LAID
UP AT PRESENT WIRE ME HOW YOU ARE LOVE FROM BOTH OF US

DAD.

CLASS OF SERVICE SYMBOL

WESTERN UNION

CLASS OF SERVICE SYMBOL

CLASS OF SERVICE	SYMBOL
Telegram	
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WESTERN UNION TELEGRAM



NEWCOMB CARLTON, PRESIDENT

GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
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RECEIVED AT

1921 JAN 26 PM 8 52

C522DA 41 NL

WA WASHINGTON DC 26

MAJOR ARCHIBALD M JOHNSON 1781

ATTY AT LAW MILLS BLDG SANFRANCISCO CALIF

YOUR LETTER RECEIVED MOTHER AND I HAVE BEEN THANKING GOD EVER
SINCE FOR YOUR NARROW ESCAPE HOPE YOU AND MISS CHASE ARE FULLY
RECOVERED WIRE ME PLEASE AS I ASKED YOU IN MY WIRE OF TWENTY
FOURTH HOW YOU ARE LOVE

DAD.

United States Senate,

WASHINGTON, D. C.

In Senate, July 26, 1921.

My dear Arch,

Yesterday we received your good long letter about your recent accident. We had on Monday the previous Monday San Francisco papers and read, of course, very eagerly their accounts. Jack on his arrival was able to give us little information, and so you can imagine how interested we were in your description. I don't tell you how sorry Mother and I are for you, how how devoutly thankful we are that the accident was no worse. I think it little short of a miracle you and Miss Chase were not killed. Give her our love, please, and tell her how we sympathize with her. We wired her from here, and have had a pleasant response from her.

I'm writing this in the Senate, merely to tell you how our hearts are with you but how we thanked God for your narrow escape.

Be careful of your health, dear boy, and
please keep me advised.

I don't see how any blame could attach
to you for the accident, nor why any one
should imagine so. The accident is
appealing to me in its narrow escape of
my boy.

Jack has been sick since his
arrival. He expects to get out today, but complains
still. He has had bronchitis and laryngitis.

Goodbye.

Affectionately,

Dad.

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WESTERN UNION



TELEGRAM

NEWCOMB CARLTON, PRESIDENT

GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
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RECEIVED AT

1921 FEB 3 PM 8 45

C488DA 83 NL

WA WASHINGTON DC 3

MAJOR ARCHIBALD M JOHNSON

1892

ATTORNEY AT LAW MILLS BLDG SANFRANCISCO CALIF

THE OLD FOLKS SEND YOU A WORLD OF LOVE ON THIS DAY EACH PASSING YEAR
 NOW ADDS TO YOUR STRENGTH YOUR CHARACTER AND POSITION AND AS YOU GROW
 STRONGER AND WE WEAKER OUR LOVE BUT INCREASES MAY THE BIRTHDAY BRING
 YOU THE HAPPINESS AND CONTENTMENT THAT SHOULD COME WITH SUCCESSFUL
 YOUNG MANHOOD NO ANNIVERSARY COULD BRING YOU ALL THAT WE WOULD WISH
 YOU THOUGH YOU ARE NOW FAR PAST MANHOODS ESTATE YOU WILL EVER BE TO
 US OUR DEAR LAD CONGRATULATIONS AND LOVE

DAD AND MOTHER.

HIRAM W. JOHNSON, CALIF., CHAIRMAN
PHILANDER C. KNOX, PA.
MEDILL MCGORMICK, ILL.
OSCAR W. UNDERWOOD, ALA.
NATHANIEL B. DIAL, S. C.
F. R. HAVENNER, CLERK

United States Senate,

COMMITTEE ON CUBAN RELATIONS.

February 4, 1921.

Major Archibald M. Johnson,
Attorney at law,
Mills Building,
San Francisco.

My dear Arch:

Of course, like all fond parents who are growing old, it seems incredible that my younger son is today 32 years old. I look at the photograph on the wall in my office here of the two little grandchildren, and I can, like in super-imposed films at the movies, see my two little kiddies in their sailor suits, joyously, one on either side, walking with me. And it is this picture really, I think, that stays with me most, rather than the one of the boy become a man.

Of course, with this day to you are our best wishes and our love. Partly because of pride, more because I know you, I have no doubt of your material success. I want your physical well-being to keep pace with this success. And so, on your birthday, as on every other day, I beseech you to take care of your health. It is only in health after all that we find happiness, and sometimes, we don't find it even there. Your Mother and I are in good physical condition, but we are having a rather unhappy period now, and God only knows what will be the end of it all. May the Lord spare you from the mental disquietude and the peculiar temperamental infirmities which prevent

Major Archibald M. Johnson - 2.

some of us from getting out of life all that we should! May He, in His infinite mercy, make your body strong, and your mind clear and wholesome!

I wish we were with you this day, or I wish you were with us. Whatever may be our situation, and whatever our future, nothing could ever change the all-prevading love of your Mother and myself for you.

Affectionately,

Dad

HIRAM W. JOHNSON, CALIF., CHAIRMAN
PHILANDER C. KNOX, PA.
MEDILL MCGORMICK, ILL.
OSCAR W. UNDERWOOD, ALA.
NATHANIEL B. DIAL, S. C.
F. R. HAVENNER, CLERK

United States Senate,

COMMITTEE ON CUBAN RELATIONS.

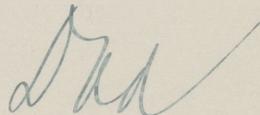
February 4, 1921.

Major Archibald M. Johnson,
Attorney at law,
Mills Building,
San Francisco.

My dear Arch:

I simply wanted to let you know that I received your letter about Mr. Chase. Of course, I will be tickled to death to be of any service I can to him. From what you write me, I don't see what more can be done than to see that he is in some subordinate place in one of the federal offices, and perhaps a subordinate place might not be satisfactory to him.

Affectionately,



POSTAL TELEGRAPH - COMMERCIAL CABLES

RECEIVED AT MAIN OFFICE
POSTAL TELEGRAPH BUILDING
COR. MARKET & BATTERY STS.
SAN FRANCISCO
TELEPHONE: KEARNY 1000

CLARENCE H. MACKAY, PRESIDENT.

TELEGRAM

DELIVERY NO.

423 MAR 17 '21

The Postal Telegraph-Cable Company (Incorporated) transmits and delivers this message subject to the terms and conditions printed on the back of this blank.

This is a fast Day Telegram unless otherwise indicated by signal after the number of words:—"N. L." (Night Lettergram) or "Nite" (Night Telegram) ||

16-5469

C41CBA1 155PM 9

RC NEWYORK MAR17

ARCHIBALD M JOHNSON

ATTY AT LAW MILLS BLDG SANFRAN CALIF

AT RITZ TILL SATURDAY WORRIED WIRE YOUR CONDITION LOVE

HIRAM W JOHNSON

POSTAL TELEGRAPH-COMMERCIAL CABLES

OPERATOR'S NOTATIONS,
TIME SENT ETC.



THE GREATEST TELEGRAPH AND CABLE SYSTEM IN THE WORLD. EXTENDS OVER TWO-THIRDS OF THE WAY AROUND THE EARTH.

THE POSTAL TELEGRAPH-CABLE COMPANY (INCORPORATED)

TRANSMITS AND DELIVERS THE WITHIN TELEGRAM SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

To guard against mistakes or delays, the sender of a telegram should order it REPEATED; that is, telegraphed back to the originating office for comparison. For this, one-half the unrepeatable telegram rate is charged in addition. Unless otherwise indicated on its face, THIS IS AN UNREPEATED TELEGRAM AND PAID FOR AS SUCH, in consideration whereof it is agreed between the sender of the telegram 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 UNREPEATED telegram, beyond the amount received for sending the same; nor for mistakes or delays in the transmission or delivery, or for non-delivery, of any REPEATED telegram, beyond fifty times the sum received for sending the same, 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 TELEGRAMS.
2. In any event the Company shall not be liable for damages for any mistakes or delays in the transmission or delivery, or for the non-delivery of this telegram, whether caused by the negligence of its servants or otherwise, beyond fifty times the REPEATED telegram rate, at which amount this telegram, if sent as a REPEATED telegram, is hereby valued, unless a greater value is stated in writing hereon at the time the telegram is offered to the Company for transmission, and an additional sum paid or agreed to be paid based on such value equal to one-tenth of one per cent. thereof.
3. The Company is hereby made the agent of the sender, without liability, to forward this telegram over the lines of any other Company when necessary to reach its destination.
4. Messages will be delivered free within the established free delivery limits of the terminal office. For delivery at a greater distance a special charge will be made to cover the cost of such delivery.
5. No responsibility regarding messages attaches to this Company until the same are presented and accepted at one of its transmitting offices; and if any message is sent to such office by one of this Company's messengers, he acts as the agent of the sender for the purpose of delivering the message and any notice or instructions regarding it to the Company's agent in its said office. Messages sent to the Company's office by private wire or telephone are sent at the sender's risk of errors or failures in such service and all of the terms and conditions herein shall apply to the message throughout.
6. The Company shall not be liable for damages or statutory penalties in any case where the claim is not presented in writing within sixty days after the telegram is filed with the Company for transmission.
7. It is agreed that prompt and correct transmission and delivery of this message shall be presumed in any action for recovery of tolls therefor, subject however, to rebuttal by competent evidence.
8. The above terms and conditions shall be binding upon the receiver as well as the sender of this telegram.
9. 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 foregoing terms.
10. NO EMPLOYEE OF THIS COMPANY IS AUTHORIZED TO VARY THE FOREGOING.

EDWARD REYNOLDS, VICE-PREST. AND GENERAL MANAGER.

CLARENCE H. MACKAY, PRESIDENT.

CLASSES OF SERVICE

FAST DAY TELEGRAMS. A full rate expedited service.

NIGHT TELEGRAMS. Accepted to be sent during the night and delivered not earlier than the next ensuing business day, at reduced rates but in no case for less than twenty cents tolls for a single message.

SPECIAL TERMS APPLYING TO NIGHT MESSAGES. The Company shall not be liable for damages or statutory penalties in any case where the claim is not presented in writing within thirty days after the message is filed with the Company for transmission.

NIGHT LETTERGRAMS. Accepted up to 2 A. M., for delivery on the morning of the next ensuing business day at rates lower than standard night message rates. The charge is upon a basis of 50 words, or less, with an additional charge for each additional 10 words, or less.

SPECIAL TERMS APPLYING TO NIGHT LETTERGRAMS. In further consideration of the reduced rate for this special "Night Lettergram" service, the following special terms in addition to those enumerated above are hereby agreed to:

(a) Night Lettergrams may at the option of the Telegraph Company be mailed at destination to the addressee, and the Company shall be deemed to have discharged its obligation in such cases with respect to delivery by mailing such Night Lettergrams at destination, postage prepaid.

(b) Night Lettergrams shall be written in plain English. Code language is not permitted.

(c) The Company shall not be liable for damages or statutory penalties in any case where the claim is not presented in writing within thirty days after the message is filed with the Company for transmission.

THE FASTEST TELEGRAPH SERVICE IN THE WORLD

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION



TELEGRAM

NEWCOMB CARLTON, PRESIDENT

GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

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RECEIVED AT 54 WEST 45TH STREET, NEW YORK ALWAYS OPEN

B35NY LE 9

ST WASHINGTON DC 1027A MAR 23 1921

HIRAM W JOHNSON JR

387

THE RITZ CARLTON HOTEL NEWYORK

MOTHER AND I WILL ARRIVE TONIGHT ON CONGRESSIONAL LIMITED

DAD

1054A

POSTAL TELEGRAPH - COMMERCIAL CABLES

RECEIVED AT MAIN OFFICE
POSTAL TELEGRAPH BUILDING
COR. MARKET & BATTERY STS.
SAN FRANCISCO
TELEPHONE: KEARNY 1000

LARENCE H. MACKAY, PRESIDENT.

TELEGRAM

DELIVERY NO.

31 APR 2'21

The Postal Telegraph-Cable Company (Incorporated) transmits and delivers this message subject to the terms and conditions printed on the back of this blank.

This is a fast Day Telegram unless otherwise indicated by signal after the number of words:—"N. L." (Night Lettergram) or "Nite" (Night Telegram) || 10-54469

R18CBX 37NL 1AM2

RC NEWYORK APRIL 1 1921

ARCHIBALD M JOHNSON

ATTY AT LAW MILLS BLG SAN FRANCISCO

HAVE BEEN HERE LAST TEN DAYS HOPE TO RETURN RIVERDALE

TOMORROW NIGHT FOR FEW DAYS FIGHT IN COURTS BEGINS PROBABLY

NEXT WEEK JACK LEFT THURSDAY AM WIRING BECAUSE NO OPPORTUNITY

TO WRITE ALL WELL LOVE FROM BOTH

DAD

POSTAL TELEGRAPH-COMMERCIAL CABLES

OPERATOR'S NOTATIONS,
TIME SENT ETC.



THE GREATEST TELEGRAPH AND CABLE SYSTEM IN THE WORLD.

EXTENDS OVER TWO-THIRDS OF THE WAY AROUND THE EARTH.

THE POSTAL TELEGRAPH-CABLE COMPANY (INCORPORATED)

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1. The Company shall not be liable for mistakes or delays in the transmission or delivery, or for non-delivery, of any UNREPEATED telegram, beyond the amount received for sending the same; nor for mistakes or delays in the transmission or delivery, or for non-delivery, of any REPEATED telegram, beyond fifty times the sum received for sending the same, 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 TELEGRAMS.

2. In any event the Company shall not be liable for damages for any mistakes or delays in the transmission or delivery, or for the non-delivery of this telegram, whether caused by the negligence of its servants or otherwise, beyond fifty times the REPEATED telegram rate, at which amount this telegram, if sent as a REPEATED telegram, is hereby valued, unless a greater value is stated in writing hereon at the time the telegram is offered to the Company for transmission, and an additional sum paid or agreed to be paid based on such value equal to one-tenth of one per cent. thereof.

3. The Company is hereby made the agent of the sender, without liability, to forward this telegram over the lines of any other Company when necessary to reach its destination.

4. Messages will be delivered free within the established free delivery limits of the terminal office. For delivery at a greater distance a special charge will be made to cover the cost of such delivery.

5. No responsibility regarding messages attaches to this Company until the same are presented and accepted at one of its transmitting offices; and if any message is sent to such office by one of this Company's messengers, he acts as the agent of the sender for the purpose of delivering the message and any notice or instructions regarding it to the Company's agent in its said office. Messages sent to the Company's office by private wire or telephone are sent at the sender's risk of errors or failures in such service and all of the terms and conditions herein shall apply to the message throughout.

6. The Company shall not be liable for damages or statutory penalties in any case where the claim is not presented in writing within sixty days after the telegram is filed with the Company for transmission.

7. It is agreed that prompt and correct transmission and delivery of this message shall be presumed in any action for recovery of tolls therefor, subject however to rebuttal by competent evidence.

8. The above terms and conditions shall be binding upon the receiver as well as the sender of this telegram.

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10. NO EMPLOYEE OF THIS COMPANY IS AUTHORIZED TO VARY THE FOREGOING.

EDWARD REYNOLDS, VICE-PRES. AND GENERAL MANAGER.

CLARENCE H. MACKAY, PRESIDENT.

CLASSES OF SERVICE

FAST DAY TELEGRAMS. A full rate expedited service.

NIGHT TELEGRAMS. Accepted to be sent during the night and delivered not earlier than the next ensuing business day, at reduced rates but in no case for less than twenty cents tolls for a single message.

SPECIAL TERMS APPLYING TO NIGHT MESSAGES. The Company shall not be liable for damages or statutory penalties in any case where the claim is not presented in writing within thirty days after the message is filed with the Company for transmission.

NIGHT LETTERGRAMS. Accepted up to 2 A. M., for delivery on the morning of the next ensuing business day at rates lower than standard night message rates. The charge is upon a basis of 50 words, or less, with an additional charge for each additional 10 words, or less.

SPECIAL TERMS APPLYING TO NIGHT LETTERGRAMS. In further consideration of the reduced rate for this special "Night Lettergram" service, the following special terms in addition to those enumerated above are hereby agreed to:

(a) Night Lettergrams 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 Lettergrams at destination, postage prepaid.

(b) Night Lettergrams shall be written in plain English. Code language is not permitted.

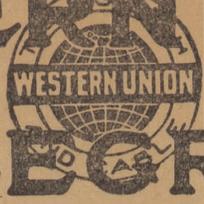
(c) The Company shall not be liable for damages or statutory penalties in any case where the claim is not presented in writing within thirty days after the message is filed with the Company for transmission.

THE FASTEST TELEGRAPH SERVICE IN THE WORLD

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM



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

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT 722 MARKET ST., SAN FRANCISCO. ALWAYS OPEN.

1921 APR 2 PM 9 55

C585DA 40 NL

TD RIVERDALE MD 2

ARCHIBALD M JOHNSON

1525

PACIFIC UNION CLUB CALIFORNIA ST SANFRANCISCO CALIF

RETURNED HOME TONIGHT FIND YOUR WIRE BOTH STRONGLY URGE YOU ACCEPT
 INVITATION PHILLIPINES OR ELSE COME ON HERE NOTHING NEW WITH US JACK
 SHOULD ARRIVE HOME MONDAY VERY LONESOME AND ANXIOUS TO SEE YOU HOPE
 YOU ARE WELL ALL LOVE

DAD AND MOTHER.

HIRAM W. JOHNSON, CALIF., CHAIRMAN.
GEORGE W. NORRIS, NEBR. ELLISON D. SMITH, S. C.
FRANK B. BRANDEGEE, CONN. AUGUSTUS O. STANLEY, KY.
RICHARD P. ERNST, KY. EDWIN S. BROUSSARD, LA.
RAYMOND A. BURR, CLERK.

United States Senate,

COMMITTEE ON PATENTS.

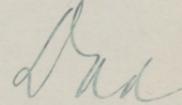
May 3, 1921.

Mr. Hiram W. Johnson, Jr.,
Attorney at Law,
Mills Building,
San Francisco.

My dear Jack:

I have not advised you about the River Garden Farms because I have been hoping against hope I would receive enough fee by way of retainer from the New York City case so that I would not have to bother you. As I wrote you Sunday, I am in trouble over the fee. We'll have to avail ourselves of your offer, therefore. In order that there may be something to show, and that you may be protected, I have written a pledge of the stock to you for the amount that you advance, and for such future advances as may be made. While I know that this is unnecessary, still it ought to be done, and if in the future, there are other assessments or payments to be made upon the stock, we'll probably have to turn it over to you and let you do with it as you see fit.

Hastily and affectionately,



WHEREAS, the undersigned, Minnie L. Johnson, is the owner and holder of 1529 shares of the capital stock of the River Garden Farms Company, a corporation evidenced by certificate of said corporation, and

WHEREAS, an assessment has been levied against said stock of Ten Dollars (\$10.00) per share, and

WHEREAS, Hiram W. Johnson, Jr. for and in behalf of the undersigned is about to pay the said assessment, and the undersigned desire to secure him for such payment, and

WHEREAS, the said certificate of stock is not now in possession of the undersigned, and manual delivery thereof is impossible, the undersigned, Minnie L. Johnson, and Hiram W. Johnson, her husband, do hereby pledge the said stock of the said Minnie L. Johnson in the River Garden Farms Company, a corporation, unto Hiram W. Johnson, Jr., for the repayment by them to him of the assessment levied upon said stock and which he is about to pay, and as security for the repayment of any and all other sums which the said Hiram W. Johnson, Jr. may pay or advance for or on account of said stock, or any part thereof, together with interest thereon at the rate of one per cent (1%) per month until repayment.

IN WITNESS THEREOF the said pledgors have hereunto set their hands and seals this third day of May, 1921.

WITNESS

HENRY CABOT LODGE, MASS., CHAIRMAN.
PORTER J. McCUMBER, N. DAK. GILBERT M. HITCHCOCK, NEBR.
WILLIAM E. BORAH, IDAHO. JOHN SHARP WILLIAMS, MISS.
FRANK B. BRANDEGEE, CONN. CLAUDE A. SWANSON, VA.
ALBERT B. FALL, N. MEX. ATLEE POMERENE, OHIO.
PHILANDER C. KNOX, PA. MARCUS A. SMITH, ARIZ.
WARREN G. HARDING, OHIO. KEY PITTMAN, NEV.
HIRAM W. JOHNSON, CALIF. JOHN K. SHIELDS, TENN.
HARRY S. NEW, IND.
GEORGE H. MOSES, N. H.

C. F. REDMOND, CLERK.

United States Senate,

COMMITTEE ON FOREIGN RELATIONS

May 4, 1921.

Major Archibald M. Johnson,
Attorney at Law,
Mills Building,
San Francisco.

My dear Arch:

I am sending you by this mail copy of brief in the traction case in New York. Please don't be over-critical of some blunders in printing. The intelligent compositor has made me use occasionally a plural verb with a singular subject, and a singular verb with a plural subject. Beginning with IV, page 81 down to VI, page 128, it contains the impairment of obligations point, which, among other portions, was wholly dictated by me, and it is this particular point on which I rely for ultimate success. In some parts, the brief is highly technical. The law, however, is an invalid law. We'll be beaten to death, as I have repeatedly told you, in the local courts. I am hopeful, however, in the ultimate court.

Affectionately,

Dad

HIRAM W. JOHNSON, CALIF., CHAIRMAN.
GEORGE W. NORRIS, NEBR. ELLISON D. SMITH, S. C.
FRANK B. BRANDEGEE, CONN. AUGUSTUS O. STANLEY, KY.
RICHARD P. ERNST, KY. EDWIN S. BROUSSARD, LA.
RAYMOND A. BURR, CLERK.

United States Senate,

COMMITTEE ON PATENTS.

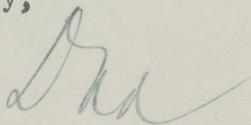
May 4, 1921.

Mr. Hiram W. Johnson, Jr.,
Attorney at Law,
Mills Bldg.,
San Francisco.

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Affectionately,



SUPREME COURT - APPELLATE DIVISION

FIRST DEPARTMENT - J u n e, 1921

John Proctor Clarke, P. J.
Victor J. Dowling,
Walter Lloyd Smith,
Alfred R. Page,
Samuel Greenbaum, JJ.

In the Matter
of

The Application of George McAneny, Leroy T. Harkness and John F. O'Ryan, constituting the Transit Commission, for an order requiring the Board of Estimate and Apportionment of The City of New York to appropriate the sum of money certified by such Commission to be necessary to properly enable it to do and perform or cause to be done and performed the duties imposed upon it for the period from April 26th to June 30th, 1921.

Application No. 1

In the Matter
of

Nos. 6631
6632

The Application of George McAneny, Leroy T. Harkness and John F. O'Ryan, constituting the Transit Commission, for an order requiring the Board of Estimate and Apportionment of The City of New York to appropriate the sum of money certified by such Commission to be necessary to properly enable it to do and perform or cause to be done and performed the duties imposed upon it for the period from July 1st to December 31st, 1921.

Application No. 2.

Motions made by the Transit Commission pursuant to Section 14 of the Public Service Commission Law, Chapter 48 Consolidated Laws, as amended by Section 19, Ch. 134 Laws of 1921, for orders requiring the Board of Estimate and Apportionment to make certain appropriations for which the Transit Commission had theretofore made requisition.

Francis M. Scott of Counsel, Godfrey Goldmark,
Attorney for Petitioners.

Hiram W. Johnson of Counsel, John P. O'Brien and Edgar J. Kohler, with him on the brief, John P. O'Brien, Corporation Counsel, Attorney for Respondents, Board of Estimate and Apportionment.

CLARKE ---P. J. Chapter 134 Laws of 1921 amends Chapter 48 of the Consolidated Laws, the Public Service Commission Law, Section 8 amends Section 4 of such Chapter as amended by Chapter 263 of the Laws of 1919 and provides that there shall be a Public Service Commission which shall possess the powers and duties hereinafter specified and also all powers necessary or proper to enable it to carry out the purposes of this Chapter. The Commission shall consist of five members, to be appointed by the Governor, by and with the advice and consent of the Senate. Section 9 amends said Chapter by inserting therein a new section to be Section 4a which provides:

"There shall be a Transit Commission for cities containing a population of more than one million inhabitants, according to the last preceding Federal Census of State enumeration, which shall possess the powers and duties hereinafter specified and also all powers necessary or proper to enable it to carry out the purposes of this Chapter. The Commission shall consist of three members to be appointed by the Governor by and with the advice and consent of the Senate."

Section 10 amends Section 5 of such Chapter, as theretofore amended, and provides that the jurisdiction, powers and duties of the Public Service Commission shall extend under this Chapter (1) to common carriers, railroads, street railroads and stage or omnibus lines or routes, and to the persons or corporations owning, leasing or operating the same, except as jurisdiction thereof is conferred by this Chapter on the Transit Commission. (2) To the manufacture, Sale or distribution of gas and electricity for light, heat or power,

to gas plants and to electric plants and to the persons or corporations owning or operating the same. (3) To the manufacture, holding, distribution, transmission, sale or furnishing of steam for heat or power, to steam plants and to the persons or corporations owning, leasing or operating the same. (4) To every telephone line which lies wholly within the State of New York, and that part within the State of New York of every telephone line which lies partly within and partly without the State of New York and to the persons or corporations owning, leasing or operating any such telephone line. (5) To every telegraph line which lies wholly within the State of New York and that part within the State of New York of every telegraph line which lies partly within and partly without the State of New York and to the persons or corporations owning, leasing or operating any such telegraph line. (6) To every stock yard within the State of New York and to the stock yard company owning, leasing or operating the same, to the same extent and in respect to the same objects and purposes as such jurisdiction extends, under the provisions of this chapter, to depots, freight houses and shipping stations of a common carrier, including the duty of such Stock Yards Company to submit reports and be subject to investigation as if it were a common carrier, and the powers and duties of such commission to fix charges and to make and enforce orders relating to adequate service by such company. ****

Section 11 amends such chapter by inserting therein a new section to be 5a to read as follows:

The jurisdiction, supervision, powers and duties of the Transit Commission shall extend under this Chapter, (1) To railroads, street railroads, and stage or omnibus lines or routes lying exclusively within a city containing a population

of over 1,000,000 inhabitants according to the last preceding Federal Census or State enumeration; and to the persons, owning, leasing or operating the same; (2) to street railroads any portion of whose lines lie within such city, and to the persons or corporations owning, leasing or operating the same; (3) to stage or omnibus lines or routes any portion of which lies within such city and to the persons or corporations owning, operating or leasing the same; (4) to such portion of any railroad as lies within said city and is used for local service and not operated as part of a trunk line railroad, and to the persons or corporations owning, operating or leasing the same. (5) To any other railroads any portion of whose lines lies within such city, which are operated by a trunk line railroad principally for the local transportation of persons and property, and to the persons or corporations owning, operating or leasing the same; (6) To matters or subjects jurisdiction whereof is conferred on such commission by Article 6 of this Chapter.

Section 19 amends Section 14 of such chapter as last amended by Ch.520 of the Laws of 1919 to read as follows:"*** (2) The salaries of the Commissioners, Secretary and Counsel of the Transit Commission shall be audited and allowed by the State Comptroller, and paid monthly by the State Treasurer upon the order of the Comptroller out of the funds provided therefor. All other salaries and expenses of the Transit Commission shall be chargeable to the city in which such commission has jurisdiction and shall be audited and paid as follows: The Board of Estimate and Apportionment or other Board or public body on which is imposed a duty, and in which is vested the power, of making appropriations of public moneys for the purposes of the city government in such city shall, from time to time, on requis-

tion duly made by the Transit Commission, appropriate such sum or sums of money as such Commission shall certify to be necessary to properly enable it to do and perform or cause to be done and performed the duties imposed upon it. Such appropriation shall be made forthwith upon presentation of such a requisition without revision or reduction and without the imposition of any conditions or limitations by such board or body, and such appropriation by it is hereby declared to be a ministerial act. If such board or body shall fail to appropriate such amount as such Transit Commission shall deem requisite and necessary, such Commission may apply to the Appellate Division of the Supreme Court in the First Judicial Department, on notice to such board or body, for an order requiring such board or body to make such appropriation. The City shall not be liable for any indebtedness incurred by such Commission in excess of such appropriation or appropriations. It shall be the duty of the Comptroller or other chief fiscal officer of such city, after such appropriation shall have been duly made, to addit and pay the salaries and expenses of such Commission chargeable to the City, upon vouchers therefor.

For the purpose of providing funds with which to pay the said sums, the Comptroller or other chief financial officer of said City is hereby authorized and directed to issue and sell revenue bonds of such city in anticipation of receipt of taxes and out of the proceeds of such bonds to make the payments in this section required to be made. The amount necessary to pay the principal and interest on such bonds shall be included in the estimates of moneys necessary to be raised by taxation to carry on the business of said City, and shall be made a part of the tax levy for the year next following the year in which such appropriations are made.

Section 19a provides that subdivision 1, Section 16 of such Chapter as amended by Ch. 528 of the Laws of 1920 is hereby amended to read as follows:

(1) All proceedings of each Commission and all documents and records in its possession shall be public records, and each Commission shall make an annual report to the Legislature on or before the Second Monday of January in each year, which shall contain any information in the possession of the Commission which it shall deem of value to the Legislature and the people of the State. ****

By subsequent provisions each Commission was given general supervision of all common carriers, railroads, street railroads, railroad corporations and street railroad corporations subject to its jurisdiction as hereinbefore defined and shall have the power of inspection of physical property and to conduct investigations or hearings, to have power to examine books, records, documents and papers, to investigate accidents and complaints and to determine the just and reasonable rates, fares and charges to be made.

The Transit Commission delivered to the Board of Estimate and Apportionment a requisition for \$368,895.70 under the provision of Ch. 134 Laws of 1921, "which sums said Transit Commission hereby certifies is necessary to properly enable it to do and perform or cause to be done and performed for the period from April 25th to June 30th, 1921, to duties imposed upon said Commission by said law", and also a similar requisition for the sum of \$1,083,327, "which sum said Transit Commission hereby certifies is necessary to properly enable it to do and perform or cause to be done and performed for the six months ending December 31, 1921, the duties imposed upon said Commission by said Law." This requisition not having been honored by the Board of Estimate and Apportionment

the said Transit Commission applied to this Court, on notice to such Board, for an order requiring it to make such appropriations.

For many years the question of transportation of passengers has been a matter of legislative concern. So far as the peculiar problems presented by the physical configuration of the old city of New York, located on a long narrow island, necessitating a morning down and afternoon upflowing of the tide of travel, a board of inquiry investigation and plan was authorized as early as 1875. Finally the Rapid Transit Acts, Ch. 4 Laws of 1891, Chapters 102 and 556 Laws of 1892; Chapters 528, 752 Laws of 1894, Chapter 519 Laws of 1895, were passed and their constitutionality came before the courts and were sustained in *Sun Publishing Association v. Mayor*, 8 App. Div. 230, affirmed 152 N. Y. 257.

Chapter 752 of the Laws of 1894 amended Section 1, of Chapter 4 of the Laws of 1891 as follows:

"In each city having over one million inhabitants, according to the last preceding national or state census, there shall be a board of Rapid Transit Railroad Commissioners in and for such city, which shall consist of the Mayor of such City, the Comptroller or other chief financial officer of said city, the president of the Chamber of Commerce of the State of New York, by virtue of his office, and the following named persons, to-wit: William Steinway, Seth Low, John Claflin, Alexander E. Orr and John H. Starin."

It was further provided:

"Vacancies which may take place in the offices so held by the persons specifically named herein as such Commissioners shall be filled by a majority vote of the remaining members of said board."

That is the Legislature itself appointed the Commissioners.

The Act further provided:

The Board of Estimate and Apportionment or other board of public body on which is imposed the duty and in which is vested the power of making appropriation of public moneys for the purposes of the City government in any city in which it is proposed to construct such railway or

railways, shall, from time to time, on requisition duly made by the Board of Rapid Transit Commissioners, appropriate such sum or sums of money as may be requisite and necessary to properly enable it to do and perform or cause to be done and performed the duties herein prescribed. And such appropriation shall be made forthwith upon presentation of a requisition from the Board of Rapid Transit Railroad Commissioners, which shall state the purposes for which such moneys are required by the said Board. In case the said Board of Estimate and Apportionment or such other board or public body fail to appropriate such amount as the Board of Rapid Transit Railroad Commissioners deem requisite and necessary, the said Board of Rapid Transit Railroad Commissioners may apply to the general term of the Supreme Court, in the department in which the railway is to be or has been constructed, on notice to the Board of Estimate and Apportionment or such other board or public body aforesaid, to determine what amount shall be appropriated for the purposes required by this section, and the decision of said General Term shall be final and conclusive.

*** It shall be the duty of the auditor and comptroller of any such city, after such appropriation shall have been duly made, to audit and pay the proper expenditures of said Commissioners upon vouchers therefor, to be furnished by the said Commissioners, which payments shall be made in like manner as payments are now made by the auditor, comptroller or other public officers of claims and demands upon such city; and for the purpose of providing funds with which to pay the said sums, the Comptroller of said city is hereby authorized and directed to issue and sell revenue bonds of such city in anticipation of receipt of taxes and out of the proceeds of such bonds to make the payments in this section required to be made. And the amount necessary to pay the principal and interest of such bonds shall be included in the estimates of money necessary to be raised by taxation to carry on the business of said city and shall be made a part of the tax levy for the year next following the year in which such appropriations are made."

The principal question there presented was whether the Act violated the constitutional provision that no county, city, town or village shall "be allowed to incur any indebtedness except for county, city, town or village purposes." (Const. art. VIII, Par. 10.) The Courts held it did not, that the proposed road "may properly be held to be 'for a city purpose'".

Mr. Justice Barrett writing for the Appellate Division upon the question raised as to the method of appointment of the Commissioners, - after stating that "the functions of

these boards are strictly local. Their primary function is to consider and determine whether it is for the interests of the public, and of the city in which each is appointed, that a rapid transit railway should be established therein. They act, in fact, for the particular city throughout. They acquire property for it. They sue in its name and on its behalf. They are even spoken of in the act as the city's board of rapid transit commissioners,"- further said: "The office of rapid transit commissioner was not in existence at the time when the constitution, which is said to have been violated by the manner in which the present rapid transit commissioners were appointed, went into effect. It has been repeatedly held that the provisions of this constitution, with regard to the election or appointment of city, town or village officers, related solely to offices which were in existence at the time of its adoption. (People ex rel Kingsland v. Palmer, 52 N.Y. 83; People v. Draper, 15 id. 532; People v. Pinckney, 32 id. 377). As to officers whose offices might thereafter be created by law, the provision was, that they should be elected by the people, or appointed as the Legislature might direct. As to such new offices, it has been held that the legislative power is not in any wise restricted." Thereafter the first subway was contracted for, built and put into operation under said Board of Rapid Transit Commissioners. The general agitation, both national and state, for control and regulation of public utility corporations, resulted in the passage of the Interstate Commerce Commission acts by the Congress, and controlling legislation in many of the states, and in 1907, in the enactment in this State of the Public Service Commission Law, Ch. 429 Laws of 1907, revised, amended, and designated as Ch. 48 of the Cons. Laws, by Ch. 480 of the Laws of 1910. The act divided the State into two Public Service

districts, the first to include the counties of New York, Kings, Queens and Richmond (after its creation Bronx was added thereto); the second all other counties of the State, and provided for two commissions of five members each, to be appointed by the Governor with the advice and consent of the Senate, each Commissioner to be a resident of the district for which appointed. The jurisdiction, supervision and powers of the Commission in the First District were extended to the railroads and street railroads in said district, to common carriers operating exclusively therein to the manufacture, sale or distribution of gas and electricity for light, heat and power in said district and in addition thereto it should have and exercise all powers heretofore conferred upon the board of Rapid Transit Commissioners under Ch. 4 of the Laws of 1891, and the acts amendatory thereto. All jurisdiction not specifically granted to the Commission of the first district was vested in the Commission of the Second. The Board of Railroad Commissioners, the Commission of Gas and Electricity, the Inspector of Gas Meters and the Board of Rapid Transit Railroad Commissioners were abolished, the powers and duties of said Boards were transferred to the Public Service Commissions, with their records; pending actions and proceedings were saved to be prosecuted or defended by the Commissions. Section 14 of the Act "Payment of Salaries and Expenses" provided:

"1. The salaries of the commissioners, the counsel to the commission, and the secretary to the commission in the First District shall be audited and allowed by the state comptroller, and paid monthly by the state treasurer upon the order of the comptroller out of the funds provided therefor. All other salaries and expenses of the commission of the first district shall be audited and paid as follows: The board of estimate and apportionment of the city of New York, or other board or public body in which is imposed the duty and in which is vested the power of making appropriations of public moneys for the purposes of the city government shall, from time to time, on requisition duly made by the public service commission of the first district, appropriate such sum or sums of money as may be

requisite and necessary to enable it to do and perform, or cause to be done and performed, the duties in this or in any other act prescribed, and to provide for the expenses and the compensation of the employees of such commission, and such appropriation shall be made forthwith upon presentation of a requisition from the said commission, which shall state the purposes for which such moneys are required by it. In case the said board of estimate and apportionment, or such other board or public body, fail to appropriate such amount as the said commission deems requisite and necessary, the said commission may apply to the Appellate Division of the Supreme Court in the First Department, on notice to the board of Estimate and Apportionment or such other board or public body aforesaid, to determine what amount shall be appropriated for the purposes so required and the decision of said Appellate Division shall be final and conclusive; and the city shall not be liable for any indebtedness incurred by the said commission in excess of such appropriation or appropriations. It shall be the duty of the auditor and comptroller of said city, after such appropriation shall have been duly made, to audit and pay the proper expenses and compensation of the employees of said commission other than its counsel, and secretary, upon vouchers therefor, to be furnished by the said commission, which payments shall be made in like manner as payments are now made by the auditor, comptroller or other public officers of claims against and demands upon such city; and for the purpose of providing funds with which to pay the said sums, the comptroller or other chief financial officer of said city, is hereby authorized and directed to issue and sell revenue bonds of such city in anticipation of receipt of taxes and out of the proceeds of such bonds to make the payments in this section required to be made. The amount necessary to pay the principal and interest of such bonds shall be included in the estimates of moneys necessary to be raised by taxation to carry on the business of said city, and shall be made a part of the tax levy for the year next following the year in which such appropriations are made."

Gubner v. McClellan, et als., 130 App. Div. 716, was an action brought to restrain the city authorities from paying to any person the moneys required to be paid by Section 14 of this act upon the ground that any such payments would be illegal official acts and a waste of the funds of the city. The first point argued was that the act offended Section 16 of Article III of the State Constitution "No private or local bill which may be passed by the Legislature, shall embrace more than one subject, and that shall be expressed in the title." This Court after calling attention to Section 15

of Article III and to Section 2 of Article XII, requiring city bills to be sent to the city affected before final action thereon, said: "While undoubtedly a general bill, yet in pursuance of the legislative policy to send to the cities affected for greater precaution all bills which, from any point of view, might be claimed to come within that section of the Constitution, it was so sent. But this act is neither a private, nor a local bill. The general subject of the act is not local, that is, confined to a particular municipality or particular portion of the state. Obviously, it is not a private bill. * * * * The scheme of the act is to create public service commissions for the regulation and control of certain public service corporations. Every section of the act bears directly upon the general scheme. * * * The Public Service Commission Law is a general act the provisions of which cover the whole state. * * * * The act is the latest expression of the public policy of the state in reference to public service corporations. The right of the state to regulate and control corporations has always been asserted and recognized; especially so in respect to those corporations upon whom the right to employ the governmental power of condemning private property for public use and the right to use the public streets have been conferred. *X* * The salaries and expenses of the commissions are public burdens met by taxation, and are pure governmental expenses. The fact that the salaries of the commissioners, their counsel, and the secretary, in the first district, are paid directly from the state treasury, and the other salaries and expenses of the employees of that commission from the city treasury, does not alter the fact that both are paid for by taxation and for governmental purposes. Upon the distribution of the burden of taxation, the localities upon which placed the classes of

property upon which imposed, there is no prohibitory provision of the State Constitution." The following citations supported the text. Providence Bank v. Billings, (4 Pet. 514); McCulloch v. Maryland (4 Wheat 428); People ex rel. Griffin v. Mayor, (4 N.Y. 419); People ex rel. Crowell v. Lawrence (41 N.Y. 137); Brewster v. City of Syracuse (19 N.Y. 116); Town of Guilford v. Supervisors of Chenango Co., (13 N.Y. 143); Thomas v. Leland (24 Wend. 65); Howell v. City of Buffalo (4 Trans. App. 505); Gordon v. Cornes (47 N.Y. 608); Genet v. City of Brooklyn (99 N.Y. 296); Cayuga County v. State (153 N.Y. 279).

The opinion proceeds: "To conclude, the act is general, not private or local, it contains no matter not germane to the title thereof, the provision for payment of the expenses of the commissions created is properly included in the act creating them, the provision requiring payment of a portion thereof by taxation upon a specified district is but a matter of apportionment well within the taxing power of the Legislature, and no indebtedness within the meaning of Section 10 of Article VIII of the Constitution is to be incurred. The act is a valid exercise of legislative power."

In 1910 by Chapter 480 the Legislature revised, amended, and re-enacted Chapter 429 of the Laws of 1907 as "Chapter 48 Consolidated Laws -- The Public Service Commissions Law". This act was not sent to the city for its action thereon, the Legislature apparently concurring in the opinion of this court, handed down the year previous that the act was a general act and did not require to be so transmitted.

One of the objections urged against the validity of the act now under consideration, Chapter 134 of the Laws of

1921, is that it was not sent to the Mayor for action thereon prior to its final passage in violation of the provision of Section 2 of Article XII of the Constitution claiming that it is a special city bill. Upon the printed copy of the act submitted to this court and certified to be correct by the Secretary of State, is the heading "General--All Counties."

It is entitled "An act to amend the public service commissions law in relation to creating the public service commission and the transit commission, defining the jurisdiction powers and duties of such commissions, and abolishing the public service commission of the first district, the public service commission of the second district and the office of Transit Construction Commissioner."

It contains seventy-nine sections amending many sections of the prior law, and adding certain new sections. As this Court has held in the Gubner case, supra, that the public service commission law is general it must follow that acts amending it are also general. It is interesting to note that Ch. 263 of the Laws of 1919 amending the public service commission law in relation to re-organizing the commission of the first district by reducing said commission to one member to be appointed by the Governor, and providing for three deputy commissioners, and making other changes, was approved by Governor Smith without having been transmitted to the City; and Ch. 520 of the Laws of 1919 amending said law and establishing the office of Transit Construction Commissioner, and providing that the Board of Estimate and Apportionment "shall on requisition duly made by the Transit Construction Commissioner stating the purpose for which such moneys are required appropriate such sum or sums of money as the Board * * * may deem necessary for the payment of the

salaries and expenses of his office," was likewise approved by Governor Smith, the bill not having been transmitted to the City. There is no substance to this objection. The act is general and not a special city bill. Another objection is that the act offends Section 2 of Article X of the Constitution, "all city, town and village officers whose election or appointment is not provided for in this Constitution shall be elected by the electors of such cities, towns and villages, or of some division thereof or appointed by such authorities thereof as the legislature shall designate for that purpose." The claim is that as the Board of Rapid Transit Commissioners was in existence at the time of the going into effect of the present Constitution and as they were held in *Sun Publishing Association v. The Mayor*, 8 App. Div. 230, although appointed by the Legislature, to be local officers, that their successors must be elected or appointed by such authorities of the city as the Legislature shall designate, and that as upon the Transit Commission has been devolved the powers of the Rapid Transit Commissioners their appointment, by the Governor is unconstitutional and void. The answer seems simple. The Rapid Transit Commissioners were appointed by the Legislature to do a specific thing, to devise a plan for a rapid transit road and to carry it out. It built the first subway. It was legislated out of office in 1907 when the Public Service Commission Law was enacted, and there were also legislated out of office by the same act the Railroad Commissioners, the Commission of Gas and Electricity and the Inspector of Gas Meters. The powers and duties of such board and officers theretofore conferred and imposed by statute were transferred upon this new commission, divided into two bodies for convenience of administration. But they were entirely new officials not in existence when the Constitution was adopted, with broad

powers and wide jurisdiction, occupying a general field, exercising jurisdiction never before possessed, of which the particular duties of the abolished boards and officers were mere details. There were certain permanent provisions of the Rapid Transit Act which it was deemed advisable to retain and so the administration thereof was transferred to this comprehensive commission - and in turn upon the single Transit Construction Commission and now upon the Transit Commission. In *People ex rel. Met. St. Ry. Co. v. Tax Commissioners*, 174 N.Y., 417, the Court had under consideration an act which authorized the assessment of valuation for the purpose of general taxation of all special franchises by a State board of Tax Commissioners appointed by the Governor. It was attacked as in violation of the home rule provision of the Constitution. Judge Vann said: "Every presumption is in favor of the constitutionality of an act of the Legislature and, if the Constitution and the Act can be reasonably construed so as to enable the latter to stand, it is the duty of the courts to give them that construction." Again, "The statute to be considered in the light of the circumstances existing when it was passed, which were extraordinary and unprecedented". Again, "While it is difficult to classify all the authorities relating to the subject of home rule, the most of them fall into convenient groups. At the head of the first class stands the celebrated judgment of Chief Judge Denio in *People ex rel. Wood v. Draper* (15 N. Y. 532) In that case the statute combined four counties into one police district, invested five police commissioners appointed by the Governor acting as a board with the Mayors of two cities in the district, with all the powers previously belonging to certain local officers of said cities respectively. The new board was authorized to appoint and control all the policemen

who were to act in any part of the district, regardless of residence or county lines. The validity of the act was upheld upon the ground that the commissioners thus appointed were not city officers, although it was strongly challenged at the bar and by a vigorous dissenting opinion, as a violation of the home rule provision of the Constitution. Similar acts creating a new system by erecting a metropolitan fire district, a metropolitan health district, a metropolitan board of excise and a capital police district, each embracing the territory of two or more municipal divisions of the State, were also sustained, although functions formerly belonging to local officers were transferred to State officials. (People v. Pinckney, 32 N. Y. 377; Metropolitan Board of Health v. Heister, 37 N. Y. 661; Metropolitan Board of Excise v. Barrie, 34 N. Y. 657; People ex rel McMullen v. Shepard, 36 N.Y.385)

* * * * Acts authorizing state officials to construct public buildings, parks and highways, the expense of which was to be paid locally, have been uniformly sustained, although the power to make such improvements had been previously vested in the local authorities and it was urged that the transfer of the power was an encroachment upon local self government. (People)ex rel McLean v. Flagg, 46 N. Y. 401; Astor v. Mayor, etc. of New York, 62 N. Y. 567; People ex rel Kilmer v. McDonald, 69 N. Y. 352; People ex rel Commissioners v. Board of Suprs Oneida County, 170 N. Y. 103) See also Matter of Morgan v. Furey, 186 N. Y. 202--"The superintendent, however, is not named in the Constitution, and the essential, as contrasted with the incidental functions of that officer, were unknown when the Constitution was adopted. The office is new not only in name, but in the nature of the powers and duties belonging thereto, and hence, according to the express command of the fundamental law, may be filled through an election by the people or appointment by such authority

"as the Legislature may direct!"

It seems to me clear that it is too late after fourteen years to revive the alleged rights of the Board of Rapid Transit Commissioners whose duties were transferred as a mere detail of the entirely new venture in governmental control of public utilities in this State by the creation of the new office of Public Service Commissioner.

The mandatory provisions for the payment of salaries and expenses of the employees of the Commission is assailed. The Charter and the Statutes affecting the city are crowded with mandatory provisions. The City is but a subdivision of the State, the Legislature possessing full sovereign power except as limited by the express terms of the Constitution. We have seen that this provision is but an apportionment of taxation, and in general character it follows the method provided in the Rapid Transit Act and the Public Service Commission. There is no constitutional objection thereto. It is suggested that the contracts 3 and 4 provide for ultimate payment as part of the cost of construction of certain administrative expense. This is a mere matter of detail. The amount so charged is to be determined in the first instance by the engineer. There should be no difficulty whatever in arranging these practice matters in the future as in the past. The vigorous assault upon this Act is made because of the following provisions. By Section 29, subdivision 1, of Section 49 of Ch. 48 of the Cons. Laws as amended by Ch. 546 Laws of 1911, which gave power to the Commission to determine the just and reasonable rates, fares and charges as the maximum to be charged, "notwithstanding that a higher rate, fare or charge has been heretofore authorized by statute and shall fix the same, etc.," was amended so as to read, "notwithstanding that a higher or lower rate, fare or charge has been

heretofore prescribed by general or special statute, contract, grant, franchise, condition, consent or other agreement, and shall fix the same &c." This provision is claimed to offend Section 10 of Article 1 of the Federal Constitution. "No State shall pass any * * * Law impairing the obligation of contracts."

In the Matter of Quinby v. Public Service Commission, 225 N.Y. 244, the Court said: "In the absence of clear and definite language conferring without ambiguity jurisdiction upon the Public Service Commission to increase rates of fare agreed upon by the street railroad and the local authorities we should not unnecessarily hold that the legislature had intended to delegate any of its powers in the matter, whatever its powers may be, * * * The authority of the commission to regulate rates in such cases and thus to extinguish an undoubted power of the local authorities should fairly appear before it is assumed to exist."

In the Matter of International Railway Company v. Public Service Commission, 226 N.Y. 274 the Court said:

"The power to regulate rates is the power to increase them if inadequate just as truly as it is the power to reduce them if excessive. * * * Nor is there anything in the attempted distinction between regulation directly by the Legislature and regulation indirectly through a commission. The Public Service Commission is the delegate of the legislature; and regulation by the one is regulation by the other. * * * * There are times when the police power modifies a contract in spite of the intention of those who have contracted. * * * * The legislature may say that subject to the condition subsequent annexed to the consent of the locality, there shall be a change of motive power or an increase of the rates. It may say that if the local authorities do not promptly man-

ifest the election to revoke, the condition will be waived. The doubt is whether, going farther, it may wipe out the condition altogether, and transform a consent that was qualified into one that is absolute. * * * * In deciding the Quinby case we left that question open, as we leave it open now. * * * * We found a limitation of the rate of carriage lawfully imposed by municipality as one of the conditions of its consent. (Railroad Law Section 173). We found nothing in the statute expressly authorizing its annulment. * * * * In default of 'clear and definite language', we followed the settled rule that 'a statute must be construed, if fairly possible, so as to avoid not only the conclusion that it is unconstitutional, but also grave doubts upon that score'."

In *People ex rel Vil, of South Glens Falls v. Public Service Commission*, 225 N.Y.216, Judge Crane writing for the court alluding to the Quinby case said: "The question as to the power of the legislature to deal with such rates was specifically reserved and not decided. The opinion clearly intimated that such power did exist." Judge McLaughlin concurring said: "The right to regulate rates of public service corporations is a governmental power vested in the State in its sovereign capacity. It may be exercised by the State, or through a commission appointed by it; or it may delegate such power to a municipality. The delegation of this power, however, is never implied since the effect is to extinguish, no matter for how short a time, pro tante, a power of the state. Therefore, when delegated its existence and the authority to make it must clearly and unmistakably appear. * * Every doubt must be resolved in favor of the continuance of the power in the state."

The question left open by these decisions was settled, so far as the opinions of a majority of the Court of Appeals can settle a question not necessary to the decision of the particular case, in Matter of City of Niagaga Falls v. Public Service Commission, 229 N.Y.333, decided in July, 1920.

While that case re-affirmed the Quinby case, the majority of the Court holding that the Legislature had not yet attempted to delegate to the Public Service Commission the power to abrogate conditions in respect of fares contained in franchise agreements between municipalities and railroads when the agreements were already in existence at the time of the adoption of the statute, pointed out that three successive Legislatures, after the decision of the Quinby case, had been asked to confer such power upon the Public Service Commission and that in each year the bills embodying the proposed enlargement of jurisdiction had failed, and stated that if the legislative intention has been misread, the legislature by amendment must say so, and set the reading right.

Judge McLaughlin in a dissenting opinion construed certain sections of the Railroad Law in connection with the Public Service Law as conferring the disputed power upon the Public Service Commission so far as the particular railway under consideration was concerned. He said: "The state, acting through the legislature, has, by virtue of its police power, the right to regulate the fare to be charged by a street surface railroad corporation. This right or power, whichever it may be called, is an attribute of the state sovereignty. It is something which the state cannot sell or give away, either inwhole or in part. It is a power which underlies the Constitution and is predicated upon the law of necessity. It belongs to the state because it is sovereign, and is a necessity

for the existence of the government. It is something the state cannot surrender because to do so would be to surrender a sovereign power. It is as enduring and indestructible as the state itself. (People v. Adirondack Ry Co. 160 N.Y. 325) All contracts and property rights are held subject to the fair exercise of this power which embraces, among other things, regulations and designed to promote public convenience and general welfare, as well as those in the interest of the public health, morals and safety * * * * Contracts cannot be made which in any way impair or limit this power, nor can one legislature limit or control a subsequent one in its ~~exercise~~ exercise * * * Article 3, Section 18 of the Constitution does not in any way affect the right or power of the state to fix and regulate the fare to be charged by a public service corporation. This provision of the Constitution is not, either by express language or implication, a surrender by the state to property owners or to the municipalities of the supreme right to govern or regulate the fares or charges of street surface railroad corporations as the public welfare or interest necessitates or demands. It is simply a limitation upon the general power of the legislature; a limitation, however, in one respect only; and that is that the legislature shall not pass a law authorizing the construction of a street surface railroad which does not enact that the designated consents shall be first obtained. The provision has no bearing whatever upon the inherent power of the State to regulate the fare to be charged by a public service corporation/ the power to regulate such fares is essentially a legislative function. (Home Tel. and Tel. Co. v. City of Los Angeles, 211 U.S. 265; Union Dry Goods Co. v. Georgia P.S. Corp. 248 U.S. 372) The power to thus legislate, under the Constitution, is lodged in the senate and assembly (Art 3 sec. 1) A municipality is a

mere agent of the state. It can only do what the State authorizes it to do. All the power it has comes from the state and this it may at any time recall. While the power to regulate fares is a legislative function, the State may delegate its exercise to an agent. * * * The constitutional right of the city was to consent or not to consent. With the choice of these alternatives the legislature had no concern and no power to compel action one way or the other. On the other hand, if a fare were fixed in the consent, it was not binding upon the state, since it might at any time be changed. * * * If it be true, as indicated, that the state, as an attribute of sovereignty in the exercise of police power, has the right to regulate fares of a public service corporation, with the right to delegate such power to an agent, the inquiry necessarily follows, * * * * whether it has, in fact, delegated this power to the public service commission. * * * * No rule of law is better settled than that a municipality cannot, by a contract with a public service corporation, bar the legislature, so far as fares are concerned, from changing or abrogating such contract when made. All such contracts are, as heretofore pointed out, made subject to future action of the legislature. Both parties contract with reference to the exercise of that power. (citing cases). * * * The State may increase or diminish a rate fixed in a ~~contract~~ franchise or contract. This is so well settled that the citation of authorities ought not to be necessary. It is a federal rule. * * * It is the rule established in many of the states."

Judge Cardozo while he concurred with the majority in upholding the ruling in the Quinby case said: " I do not say that it is beyond the power of the legislature, either directly or through a commission, to abrogate or modify the conditions of a franchise. If such a question were here, I might agree in that respect with Judge McLaughlin." Judge Elkus

concurrent in the memorandum of Judge Cardozo, Judge Chase and Judge Collin concurred with Judge McLaughlin and Judge Andrews also concurred in so much of the opinion of Judge McLaughlin as holds that the Legislature has constitutional power to modify rates fixed in a local franchise.

It thus appears that four of the learned judges of the Court of Appeals absolutely and two inferentially sustain the constitutional power of the legislature to modify rates fixed in local franchises. With the plain intimations contained in the former decisions cited and the direct ruling and invitation to the legislature to amend the law if it intended to exercise the power that body at its next session passed the act now under consideration which in "clear and defininite language" confers power upon the commission to increase rates above the amounts fixed in the grants or consents.

In *people ex rel City of New York v. Nixon*, 239 N.Y. 356 Judge Cardozo in alluding to the *Quinby* and other like cases said: "We did not hold that there was any constitutional restraint upon the grant of such a power. Restraint under the Federal Constitution, there certainly was none. (citing cases) We left open the question whether there was any under the Constitution of the State. "

It seems to us that the question is now settled beyond reasonable doubt.

Article VI of the Act is also attacked. It provides in brief that after making the necessary studies and investigation the Commission shall prepare a plan of readjustment for the relief of the emergency declared to exist, and for the improvement of transit in the city. Upon the completion of the plan and before adopting the same it shall hold a public hearing, shall transmit a copy to the local authorities of the city and to each of the railroads included therein, with a

request of the statement of the view of such local authority and such railroad companies. There are provisions for full and due hearings and opportunity for approval of the complete plan and contracts, and on failure of the city authorities to approve further public hearings are to be had and if changes are made again the plan and contracts are to be submitted to the city for its approval, and if there is final disapproval the commission is authorized to execute and deliver such contract or contracts in the name and behalf of the city. The respondents again invoke the contract clause of the federal Constitution alleging that the proposed action would result in violation of their existing contract rights.

The question here presented is not now ripe for decision. No motion has been taken. No plan has been prepared or submitted. No contracts have been drawn. It is a matter of common knowledge that intra mural transportation matters are in a deplorable condition. It may be that the plan devised will be so sound, so safe, so conservative, so fair and reasonable, that it will be willingly accepted by all parties. There is no question but that the city has the power to approve of modifications of existing contracts. The existing contracts between the City and the Interborough and Brooklyn Union Elevated Railroad come under judicial scrutiny in *Admiral Realty Co. v. City of New York*, 206 N.Y? 110, at page 130 Judge Hiscock for the Court said:

"The question whether the city may make this arrangement with the Interborough Company seems to resolve itself into the fundamental inquiry whether a municipality having made a contract may subsequently bargain under full legislative authority for a modification of that contract so that it will be adjustable to altered and then existing circumstances, paying an adequate consideration either for what the other party

gives up or for what it secured under the modification. It seems to me obvious that a municipality has such power. It is an ordinary incident to the power to make a contract that one who has made such a contract which through inadvertent provisions or change in conditions becomes undesirable may bargain for a modification or cancellation thereof. The power to make a contract begets the right to procure its amendment or rescission. I can see no reason why this principle applicable to an individual should not be applied to a municipality in such a case as the present one and why we should not hold even without guiding authority that a municipality which had the power to make a contract for the operation of subways may secure modification thereof when it has come adequate to meet existing conditions. "

The respondents have argued almost every conceivable question that could be raised in opposition to this application. Many have no relevancy at the present time. We have considered the vital ones and reach the conclusion that the applications should be granted

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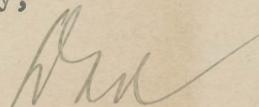
May 19, 1921.

Major Archibald M. Johnson,
Attorney at law,
Mills Bldg.,
San Francisco, California.

My dear Arch:

Day before yesterday, what is called the General Term in New York, rendered a decision against us in the traction case. I received last night a copy of the opinion and enclose it to you herein. The judge, as too often happens, sought an excuse to avoid deciding. He created a straw man, and then proceeded to knock him down. There never was any such contention as he gravely argues. The decision really settles nothing, although, of course, it hurts. My opinion is that the judge never read the brief, but simply sought an excuse to avoid the issue. I knew you were interested in the case, and for that reason, I write you at once and send you a copy of the decision.

Affectionately,



S U P R E M E C O U R T,
N E W Y O R K C O U N T Y.

-----X
THE CITY OF NEW YORK.

Plaintiff,

-against-

GEORGE McANENY, JOHN F. O'RYAN and
GEORGE T. HARKNESS, individually, and
purporting to act as Transit Commission-
ers and claiming to constitute the
Transit Commission of the State of New
York; ALFRED M. BARRETT, as Public
Service Commissioner of the State of
New York for the First District, and
constituting the Public Service Com-
mission of the State of New York for
the First District; and JOHN H.
DELANEY, as Transit Construction Com-
missioner and constituting the Transit
Commission of the State of New York,

Defendants.
-----X

McAVOY, J.:

The Court of Equity to which application
for relief in this action has been addressed is not vested
with power over the appointment and removal of public of-
ficers. Jurisdiction to determine title to public office
belongs exclusively to the Courts of Law and is exercised

either by certiorari, mandamus, prohibition, or quo warranto, according to the circumstances of the case and the mode of procedure established at common law or by legislative direction.

There cannot be found a case where a bill of injunction has been granted to restrain the appointment or removal of a municipal or State officer. Upon an early bill in equity in the Court of Chancery of the State of New York by a lawfully appointed officer, charging that he had been ousted of his office by one unlawfully appointed in his stead by the Governor, and praying for an injunction, a receiver and an account of fees until plaintiff's title to the office could be tried at law, the rule was that

"This Court may not have jurisdiction to determine that question so as to render a judgment or decree of ouster of the office."

3 Edward's Chancery, 480; 9 Paige, 507.

This was affirmed in the Court of Errors in 7 Hill, 259. Validity of the removal of a public officer formerly functioning as Transit Commissioner and the title of the person removed or of the new appointees to the office, may be tried by quo warranto or mandamus.

The immediate object of the bill in equity filed by the City is to prevent the removal from office of the former Transit Construction Commission and the intrusion into the

office of the newly appointed Commission. No question of property is suggested in the allegation of matters of fact in the bill, nor would be involved in any decree that this Court could make thereon. It is questionable, too, whether the City either as a political subdivision of the State or as a proprietary corporation, has any standing to contest in behalf of the former Commissioner the title to office of the present bodies functioning in his place and stead.

There are no facts appearing here which show that either of the ousted Commissioners, whether the Public Service Commissioner or the Transit Construction Commissioner are any worse off than any other public officer illegally or improperly removed who has, if aggrieved, an ample remedy at law. If the office is filled by another person, the remedy is by quo warranto; if it be not filled, he may resort to mandamus.

People ex rel Kelly vs. Brooklyn,
77 N. Y. 503.

State ex rel McDermott vs. Miller,
45 New Jersey Law, 251.

In order to entitle even the party ousted from office to the relief demanded, a case must be presented appropriate for the exercise of judicial power. The rights in danger must be rights of person or property, not merely political rights which do not belong to the jurisdiction of the Court, either in law or in equity, and in this State as in all the other States of the Union,

with the exception of North Carolina, it is said that there is no property right in public office.

Butler vs. Pennsylvania, 10 Howard
(U.S.) 402.

The Court will therefore not, in deference to the almost universal ruling, restrain the action of the incumbents, for thus to restrain them is to restrain all the functions of the office. They being in - even if wrongfully - no one else can enter until they are removed and they must act or no-one can.

Jurisdiction now vested in the defendants, which will include the powers of the Public Service Commissioner under the Public Service law and the powers of the Transit Construction Commissioner under the Rapid Transit Act, may be lawfully transferred from the former State authority to the newly constituted State authority, and even if they could not, the Equity Court could not adjudge the statute unconstitutional unless there was a controversy between litigants where it is sought to enforce rights affecting the life, liberty or the property of the litigants before it.

There can be no devolution of power on the Courts of the State to render advisory opinions instructing or directing former State officers whether they are or are not legally deposed, or giving confirmation to the assumed authority of the new commissioners.

Apparently the real object of the litigation is to prevent the Transit Commissioners created under the Act known as Chapter 134 of the Laws of 1921, from the positive performance of duties and functions which it is alleged are in their essence a direct invasion of the City's constitutional rights and privileges. It is said that if the Transit Commission proceeds to endeavor to function under the Act, it will necessarily impose obligations upon them and curtail the powers and abrogate the contracts of the plaintiff in such a way that rights of local self-government, contract obligations and security of municipal funds and credits will be impaired and destroyed.

The ground for injunctive relief based upon these apprehensions of the City's authorities are mainly bedded in this prescribed unusual grant to the Transit Commission whereby it is made the successor of the local authority of the plaintiff, reading, "to approve contracts and modifications of contracts under any provisions of the Rapid Transit Act or any contract heretofore made and in respect of any power or right of approval under any law or contract and including any power or right of approval of modification of any contract" and bestows another unusual devolution of power upon the Transit Commission in case the local authorities shall finally fail to approve the contract or contracts formulated under a plan of adjustment,

readjustment and rehabilitation provided in the Act, "to execute and deliver such contracts in the name and in behalf of the City, with full legal force and effect as if all approvals by the local authority or any local officer had been given."

These provisions of the Act in so far as they vest or appear to invest the Transit Commission with power to consent to modifications of provisions in existing contracts in which the City has proprietary rights, or such devolution of power to consent to changes, rehabilitations, combinations of routes, traffic arrangements, etc., as theretofore has been confided to local authority by the Constitution of the State in Article III, Section 18, may involve justiciable questions ultimately because it would seem confessedly from the Act itself there is an ominous foreboding of resistance to these enactments by municipalities in the declaration by the Legislative power of the existence of the much vexed "emergency" calculated to lift this particular prescription from the field of obstructive inhibitions of constitutional mandates and provisos.

If and when these matters have gone through the various hearings provided for by the Transit Act and have not been through accommodation to the City's demands become acceptable to the local authority there is a contract proposed which is either not adapted to or

reasonably intended to accomplish the needs arising out of the alleged emergency the Court may by injunction interpose to prevent its consummation.

Or if nothing of "emergency" is discernible to the Court and the local authority has not accepted or consented to the contracts arising from the proposed plan of adjustment, the proposal may then be made that the Court interfere with the adoption by the Commission in behalf of the City of such contracts on the grounds now urged or such as may then be applicable. That such discussion now is premature and academic doth appear in this: The Act gives the Board of Estimate the right to approve or adopt the plan. It does indeed provide that in the event of ultimate refusal the Transit Commission may approve, consent or adopt in lieu of such local authority and as though it had given the necessary consent, but conceivably that occasion may never arise. The contracts and adjustments proposed to the Board of Estimate in the plan of adjustment and rehabilitation may be so grounded in justice to the City as to commend itself to the minds of all rational men.

Is it to be asserted that it will not thus clothed be accepted? The germ of the answer lodges in the question. If it be accepted, naught of the City's proprietary nor indeed its political rights are lost or even suspended. If it be not accepted

and no right of the City or its people be infringed by its terms, a plan of Rapid Transit which relieves the present conditions and promises proper expansion for the future may be rejected with so little regard for that exercise of power conferred as to give rise to a public emergency into which the Legislature may plunge without restraint excepting that governed by common reason, justice and the course of equity and the law.

The complaint grounds its demand for the inhibition of the injunctive process upon an allegation that the Transit Commission, these defendants, are about to and will grant under the pretended consents in the form of contracts which they will make for and in the name of the plaintiff with various street railroad companies and said contracts will purport to relieve the companies from the obligation of compliance with the provisions and conditions and obligations theretofore imposed, and that these defendants will modify and alter provisions and conditions of the contract and restore and validate rights of operation which the local authority, for instance, now the Board of Estimate and Apportionment, has forfeited, and that such acts will result in irreparable financial injury to the plaintiff, its people and inhabitants, unless thwarted by judicial order.

In determining whether or not at this time the Court may interfere with a proposed act, even though it

were asserted by the defendants that they were about to do it, it must be remembered that the City's standing in the Court of Equity in its proprietary capacity is no greater than that of any private litigant. When the government comes as a suitor into a Court of Equity, its claims appeal to the Chancellor with no greater force than do those of an individual under like circumstances.

Bank of U.S. vs. Planters' Bank,
9 Wheaton, 904.

There is not one law for the sovereign and another for the subject; not one law for the corporate City and another for its inhabitants. Both stand upon equality before the law, and the City, acting for the sovereign State, is merged in the dealer, contractor, or suitor.

People vs. Stephens, 71 N.Y.

The Court has no inherent power to right a wrong unless thereby the civil property or personal rights of the City as a proprietor are affected. The rights to be affected must be personal or proprietary to the City, as distinguished from the rights in common of the body of the people of the City.

The judicial power over the legislative branch of government extends merely to determining controversies in which the civil property or personal rights of the City proprietor is actually affected by a particular determinative

act. It may not pass upon the act of a co-ordinate independent department of government until there arises the particular instance in which the limits of power have been attempted to be exercised. The imminence of danger of the execution of contracts that will violate the City's prescribed constitutional rights cannot be before the Court for even an examination of the legality thereof until they are proposed to be executed.

The preventative jurisdiction of equity does not extend to any proposed illegal official act irrespective of the fact whether the act sought to be restrained involves a waste of public property, violation of public rights or injury to the interest of tax payers as such. There must be special, peculiar, personal proprietary rights of the municipality affected before the Court may interpose the judicial restraining arm.

None of the other grounds of unconstitutionality urged as voiding the act permit the Court at this time to interpose against the exercise of the indubitable lawful functions which the Legislature had power to transfer from the pre-existing Commissions to those which it has now constituted with purely regulative power.

HIRAM W. JOHNSON, CALIF., CHAIRMAN.
GEORGE W. NORRIS, NEBR. ELLISON D. SMITH, S. C.
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R. A. BURR, CLERK.

United States Senate,

COMMITTEE ON PATENTS.

May 31, 1921

Major Archibald M. Johnson
Attorney at Law
Mills Building
San Francisco, California

My dear Arch:

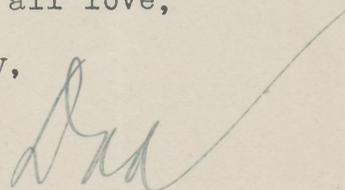
Just as I am leaving for New York I have your letter of May 25. I cannot tell you how sorry I am to hear of the financial difficulties of Faulkner. I do hope he pulls out and that he may again resume his business.

I read with interest your letter to Bowles and I think you would have been justified in sending it. There was nothing about it that ought to have caused resentment on his part, although probably it would have.

I congratulate you heartily upon the outcome of the Elkins litigation. You certainly did a great job there. Do take your fee and go on a vacation.

Good bye temporarily. With all love,

Affectionately,



POSTAL TELEGRAPH - COMMERCIAL CABLES

RECEIVED AT MAIN OFFICE
POSTAL TELEGRAPH BUILDING
COR. MARKET & BATTERY STS.
SAN FRANCISCO
TELEPHONE: KEARNY 1000

CLARENCE H. MACKAY, PRESIDENT.

TELEGRAM

DELIVERY NO.

71 JUN 4 '21

The Postal Telegraph-Cable Company (Incorporated) transmits and delivers this message subject to the terms and conditions printed on the back of this blank.

This is a fast Day Telegram unless otherwise indicated by signal after the number of words:—"N. L." (Night Lettergram) or "Nite" (Night Telegram) ||

18-4469

R21CBBR 250AJUNE 4 43NL

RC NEWYORK JUNE 3 1921

HIRAM W JOHNSON JR

MILLS BLG SANFRANCISCO

WE ARE HERE UNTIL WEDNESDAY NEXT WHEN I ARGUE TWO BRANCHES OF TRACTION
LITIGATION BEFORE APPELLATE DIVISION AM HOPING TO HAVE CONSTITUTIONAL
QUESTIONS CONSIDERED BUT THIS IS DOUBTFUL MOTHER WILL SEE DE SALVO
TOMORROW LOVE TO KIDDIES AND YOURSELF FROM BOTH OF US

HIRAM W JOHNSON

POSTAL TELEGRAPH-COMMERCIAL CABLES



THE GREATEST TELEGRAPH AND CABLE SYSTEM IN THE WORLD. EXTENDS OVER TWO-THIRDS OF THE WAY AROUND THE EARTH.

OPERATOR'S NOTATIONS,
TIME SENT ETC.

THE POSTAL TELEGRAPH-CABLE COMPANY (INCORPORATED)

TRANSMITS AND DELIVERS THE WITHIN TELEGRAM SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

To guard against mistakes or delays, the sender of a telegram should order it REPEATED; that is, telegraphed back to the originating office for comparison. For this, one-half the un-repeated telegram rate is charged in addition. Unless otherwise indicated on its face, THIS IS AN UNREPEATED TELEGRAM AND PAID FOR AS SUCH, in consideration whereof it is agreed between the sender of the telegram 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 UNREPEATED telegram, beyond the amount received for sending the same; nor for mistakes or delays in the transmission or delivery, or for non-delivery, of any REPEATED telegram, beyond fifty times the sum received for sending the same, 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 TELEGRAMS.

2. In any event the Company shall not be liable for damages for any mistakes or delays in the transmission or delivery, or for the non-delivery of this telegram, whether caused by the negligence of its servants or otherwise, beyond fifty times the REPEATED telegram rate, at which amount this telegram, if sent as a REPEATED telegram, is hereby valued, unless a greater value is stated in writing hereon at the time the telegram is offered to the Company for transmission, and an additional sum paid or agreed to be paid based on such value equal to one-tenth of one per cent. thereof.

3. The Company is hereby made the agent of the sender, without liability, to forward this telegram over the lines of any other Company when necessary to reach its destination.

4. Messages will be delivered free within the established free delivery limits of the terminal office. For delivery at a greater distance a special charge will be made to cover the cost of such delivery.

5. No responsibility regarding messages attaches to this Company until the same are presented and accepted at one of its transmitting offices; and if any message is sent to such office by one of this Company's messengers, he acts as the agent of the sender for the purpose of delivering the message and any notice or instructions regarding it to the Company's agent in its said office. Messages sent to the Company's office by private wire or telephone are sent at the sender's risk of errors or failures in such service and all of the terms and conditions herein shall apply to the message throughout.

6. The Company shall not be liable for damages or statutory penalties in any case where the claim is not presented in writing within sixty days after the telegram is filed with the Company for transmission.

7. It is agreed that prompt and correct transmission and delivery of this message shall be presumed in any action for recovery of tolls therefor, subject however, to rebuttal by competent evidence.

8. The above terms and conditions shall be binding upon the receiver as well as the sender of this telegram.

9. 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 foregoing terms.

10. NO EMPLOYEE OF THIS COMPANY IS AUTHORIZED TO VARY THE FOREGOING.

EDWARD REYNOLDS, VICE-PREST. AND GENERAL MANAGER.

CLARENCE H. MACKAY, PRESIDENT.

CLASSES OF SERVICE

FAST DAY TELEGRAMS. A full rate expedited service.

NIGHT TELEGRAMS. Accepted to be sent during the night and delivered not earlier than the next ensuing business day, at reduced rates but in no case for less than twenty cents tolls for a single message.

SPECIAL TERMS APPLYING TO NIGHT MESSAGES. The Company shall not be liable for damages or statutory penalties in any case where the claim is not presented in writing within thirty days after the message is filed with the Company for transmission.

NIGHT-LETTERGRAMS. Accepted up to 2 A. M., for delivery on the morning of the next ensuing business day at rates lower than standard night message rates. The charge is upon a basis of 50 words, or less, with an additional charge for each additional 10 words, or less.

SPECIAL TERMS APPLYING TO NIGHT LETTERGRAMS. In further consideration of the reduced rate for this special "Night Lettergram" service, the following special terms in addition to those enumerated above are hereby agreed to:

(a) Night Lettergrams may at the option of the Telegraph Company be mailed at destination to the addressee, and the Company shall be deemed to have discharged its obligation in such cases with respect to delivery by mailing such Night Lettergrams at destination, postage prepaid.

(b) Night Lettergrams shall be written in plain English. Code language is not permitted.

(c) The Company shall not be liable for damages or statutory penalties in any case where the claim is not presented in writing within thirty days after the message is filed with the Company for transmission.

THE FASTEST TELEGRAPH SERVICE IN THE WORLD

POSTAL TELEGRAPH - COMMERCIAL CABLES

RECEIVED AT MAIN OFFICE
POSTAL TELEGRAPH BUILDING
COR. MARKET & BATTERY STS.
SAN FRANCISCO
TELEPHONE: KEARNY 1000

CLARENCE H. MACKAY, PRESIDENT.

TELEGRAM

DELIVERY NO.

214 JUN 9 '21

The Postal Telegraph-Cable Company (Incorporated) transmits and delivers this message subject to the terms and conditions printed on the back of this blank.

This is a fast Day Telegram unless otherwise indicated by signal after the number of words:—"N. L." (Night Lettergram) or "Nite" (Night Telegram). || 16-54469

RB70CHHN 440A9 45 NL

RC NEWYORK JUNE 8

ARCHIBALD A JOHNSON

ATTY AT LAW MILLS BLG SANFRAN

ARGUED CASES MADE SUFFICIENT PRESENTATION REAL DECISION WILL I THINK

AGAIN BE LODGED DRIVE TO RIVERDALE FROM HERE IN MORNING

EXPECT TO REACH HOME THURSDAY NIGHT AND REMAIN THERE WORRIED

ABOUT DOG BITE WIRE ME HOW CHILD IS AND DO

EVERYTHING POSSIBLE LOVE FROM BOTH

HIRAM W JOHNSON

POSTAL TELEGRAPH-COMMERCIAL CABLES



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OPERATOR'S NOTATIONS,
TIME SENT Etc.

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THE FASTEST TELEGRAPH SERVICE IN THE WORLD

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION



TELEGRAM

NEWCOMB CARLTON, PRESIDENT

GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT

358 CALIFORNIA ST.
 BUTTER 4321 LOCAL 57 1921 JUN 11 AM 7 39

C109DA 9

CS WASHINGTON DC 1003A 11

MAJOR ARCHIBALD M JOHNSON

29

MILLS BLDG SANFRANCISCO CALIF

NO REPLY TELEGRAM NEWYORK ABOUT BITTEN CHILD PLEASE ANSWER

HIRAM W JOHNSON.

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

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WESTERN UNION TELEGRAM



NEWCOMB CARLTON, PRESIDENT

GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

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RECEIVED AT

401 MILLS BUILDING
SUTTER 4321 LOCAL 47

B124DA 31 BLUE

CS WASHINGTON DC 1205P 14

1921 JUN 14 PM 5 46

MAJOR ARCHIBALD M JOHNSON 043

ATTORNEY AT LAW MILLS BLDG SANFRANCISCO CALIF

JUST READ NEWSPAPERS ABOUT DOGS WHILE OF COURSE NO LEGALITY ATTACHES
TO ME I AM EXTREMELY SORRY PLEASE DO EVERYTHING NECESSARY AND IF
POSSIBLE DO NOT HAVE ANY TROUBLE OR LITIGATION

HIRAM W JOHNSON.

June 18, 1921.

Major Archibald M. Johnson, and
Mr. Hiram W. Johnson, Jr.,
Attorneys at law,
Mills Bldg.,
San Francisco.

My dear Boys:

We have had before the Senate this week the so-called packer bill. It was the exemplification of how results may be accomplished without actually opposing a proposed plan. When I started in in California in 1911, the favorite mode of opposition to any contemplated reform, was for its opponents to say that they were quite in sympathy with the contemplated endeavor, but that the mode by which it was sought to accomplish the desired result was one, unfortunately, to which they could not subscribe; and then by opposing every mode, and objections could always be found, of one sort or another, to prevent any action at all. For many years there has been an agitation for the control of the packers.

The monopoly in foodstuffs has become so great, and in some instances, so iniquitous, that the demand outside those financially interested, has become well-nigh unanimous for gov-

-2-

ernmental regulation. At the last session the Senate passed a real packers' bill. It was juggled in the House so that it never became a law. Representatives of the packers have learned by experience, and so when/a real measure was presented to the Senate, they began to manipulate the House, and then before the Senate bill could be heard, they passed a bill in the House much kindlier in its terms than that proposed in the Senate, and generally acceptable to the packing interests. The fight came in the Senate upon the substitution of the Senate bill for the House bill. Every representative of the packers, and there are many, told how sympathetic he was with government regulation, and then pointed out the various objections to the Senate bill, and the superiority of the House bill. The Senate bill was beaten on final vote of 34 to 37, and with a flourish of trumpets, the House bill passed. Just before it passed, we got one or two amendments which put teeth in it, so that I don't think the bill is wholly useless, although it is not at all what it should be. It was very interesting, however, to watch the leadership upon the Republican side, and to observe it endeavoring to defeat the legislation in every possible way. It was interesting to see men like McCormick pretend what he wasn't, and

-3-

make a record with which he could hereafter fool the people. It was a good fight, and is, in my opinion, very very valuable in its future possibilities. It made the cleavage on the Republican side quite plain, and it is upon this cleavage - mark my prophecy - that we'll see some future fights, perhaps far in the future, made within the Republican Party. It was the old, old question, that we learned thoroughly in California, government control of big business, or big business control of government. In my opinion, fundamentally, our party will divide upon these lines. I hope it will be in the next presidential election, but if not then, it will certainly be at some later period. I do not need to say to you, of course, on which side I was, or on which side my colleague was.

The peace resolution is in conference now. The contest upon this represents the broken faith of the Republican Party. The first thing that Mr. Harding said in his campaign was that just as soon as the peace resolution could be passed he would sign it. The first thing that he did as president was to hold up the passage of the peace resolution. The Senate with celerity acted; immediately upon transmission to the House, the administration held up action. It delayed just as long as it

-4-

could, and then had a resolution of a little different character passed, so that there might be more delay in conference between the two Houses. I have been sorely disappointed in my friend, Knox in this matter. He believed that history was going to write him great because of the Knox Peace Resolution. It was the crowning incident, in his view, of a long career of brilliant statesmanship. He thought more of his authorship of this resolution than of anything else he has done in all his life. When Harding held it up in the House he was extremely bitter. I heard more harsh things said by him of the administration than I have ever dared utter. Yet, this man, right at the end of his life, having enjoyed all the political honors that could possibly have come to him, when the administration held up his resolution, did not have the courage to make the feeblest of protests, was so cowardly, so permeated with the courtier-like subserviency to power, that he permitted the fondest creation of all his ^{career} ~~life~~ to be destroyed without the semblance of a fight for it. He has crawled, and crawled, and crawled, and feels that he has been sufficiently rewarded for the destruction of his fondest hope in being permitted to en-

-5-

ertain the President/^aweek end at his country home.

I have had a bully laugh during the past week. . I was guilty
as you know, ^{of} lese majestie in opposing the confirmation of Blair.
It was downright treason not to accept without demur a president-
ial appointment, and worse then treason, to continue to fight to
bitter defeat. The Lodges, the Knoxes, and the Penroses, and all
of the stevedores and longshoremen who were elected last year,
sat apart from me in the executive session, as if my very presence
were contagion. I made the fight as best I could, expressing my
contempt for my fellows, and for the appointee I was opposing,
and for the entire situation. They did not dare let me have an
open session, and they closed every avenue of publicity. Well,
the other day as I went through the smoke room, Lodge stopped me.
The air about him was blue, and with fine indignation he told me
how Hoover had named a man from Massachusetts whom he did not know.
Of course, I said to him very solicitously that it could not be
possible that a man from Massachusetts was named without consult-
ation with the leader of the Republican Party in the Senate, and
when unsuspectingly he said that that was the fact, I responded,
that of course, his self-respect and his dignity, and what he owed

-6-

to the great party he represented, could not permit him to pass unnoticed such an insult, and he vigorously responded that he had held up the nomination, and that he would oppose it. He was as brave as a lion for an hour. Next morning he crawled on his belly to the Department of Commerce, and then announced that he did not intend to oppose the nomination. In the press, however, before this announcement, it had been published broadcast that he had held up the nomination and was going to oppose it.

I wonder if this got out to California. You can imagine my contempt for men like Lodge and Knox, who, because of abject fear, dare not do as they think they should. Both are men practically seventy years of age. Each has commanding position, and each could well afford, not only to do right, but to do the brave, and the honest, and the frank thing. Neither dare.

The other incident at which I had a good laugh was that which concerned Willis of Ohio. He was suddenly confronted with a nomination from Ohio of a man who hates him, and whom he hates. He immediately denounced in unmeasured terms the nominee, and said he would oppose it. This has gone into the press. Willis told me, however, last night that he was going to continue his opposition,

-7-

and would take advantage of the tradition of the Senate, by which if a Senator says a nomination is personally offensive to him, the confirmation is refused. I specifically declined to do this in the Blair case, because as I said to the Senate in executive session, I would not permit my independence and my manhood to be submitted to the possibility of rebuff by men who lacked the firmness and the courage to oppose a presidential nomination. So you see, there have been other nominations opposed here, and others who have felt even more keenly than I did in the Blair matter, under like circumstances. Some sort of article I hope to get over on this in California so that our people will understand I was not alone in opposing somebody the President nominated. My conduct differed from that of my fellows in that I fought to the end and they fell by the wayside.

Lisener arrived Thursday. Thursday night he and Lasker dined with us. It is a very interesting quirk that is given to me more friends upon the Shipping Board than any other individual here. Cal O'Laghlín will be in charge of publicity, and is general factotum to Lasker. These appointments singularly enough raised my stock amazingly. The situation illustrates, however, how little incidents will make wondrous changes. From this time on in the matter of pat-

-8-

ronage I think I will be able better to protect myself. At best this patronage is a fright. And if a man is as lax as looking out for it as I have been, he is certain to be jobbed.

Your mother and I agreed last night as we drove home after dining with the Harde , that we had grown too bold for constant entertainments. Beginning with Sunday and up to last night, we had either dined with somebody or had someone to dine with us, and for good measure I had had parties at luncheon each day during the whole week. It has palled on both of us, and not only that, but has wearied us very much. We are not fitted, we agreed, for a social life. We are not fitted for formal dinners every night. Indeed, I think that I would quickly run to seed mentally, and I know that I would die physically, if I did what so many others do in this respect. It is a real pleasure for me to have friends at our home. It is more than an effort for me to dine out. And, particularly is it an effort when these dinners are formal and composed of more than a few. I seldom find anybody who enjoys a dinner consisting of a dozen to forty. I find very often those who delight in a party of four to six. At any rate, it is the kind of life I can't enjoy, and in which I don't wish to participate.

-9-

Our summer is here now at last. The enervating eastern weather with which you are familiar is upon us. It makes me long for San Francisco. I am troubled, though, with the possibility that I may not be able to get out this year. Just as soon as the summer months are over, we'll be hard at it again in New York in our litigation, and even if I am given a couple of months after adjournment of Congress, I suppose they will have to be spent in New York. It's a rotten prospect is it not? And by the way, in speaking of New York, I have had a good smile about the situation there. Of course, the political pot is boiling. The fight is Hylan and anti-Hylan. Hylan's fight is almost wholly upon a five cent fare and opposition to the traction law. Every candidate thus far has adopted this platform. Even the Republican Party, which put over the infamous traction law in New York City, in this campaign repudiates it, and declares for a five cent fare. It is the old story again. Rogues may perpetrate a job in any legislature, politicians may steal there the people's rights for public service corporations, but when it comes to the people, neither the rogues nor the politicians dare stand for that which they and their kept press so vociferously advocated when the people had no means of withstanding them.

-10-

Good-bye temporarily. Lots of love to you both, and lots
of love to the kiddies.

Affectionately,

Dad.

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

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WESTERN UNION



TELEGRAM

NEWCOMB CARLTON, PRESIDENT

GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
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RECEIVED AT ~~101 MILLS BUILDING~~
SUTTER 4321 LOCAL 47

1921 JUN 20 AM 8 41

C93DA 79 GOVT COUNT PNS 1/70

ST WASHINGTON DC 1055A 20

HIRAM W JOHNSON JR

004

ATTORNEY AT LAW MILLS BLDG SANFRANCISCO CALIF

THE CHAIRMAN OF THE SHIPPING BOARD IS VERY ANXIOUS TO ASCERTAIN FROM SCHWERIN WHAT HE CAN CONCERNING FRYE FORMERLY HEAD MAN UNDER SCHWERIN IN PACIFIC MAIL (STOP) THEY WANT TO KNOW ABOUT FRYES ABILITY ENERGY INTEGRITY AND VISION AND WHETHER HE IS APPROPRIATE MAN GENERALLY TO BECOME CHIEF OF OPERATIONS OF THE UNITED STATES EMERGENCY FLEET CORPORATION (STOP) IF SCHWERIN WOULD WIRE CONFIDENTIALLY IN DETAIL CONCERNING FRYE EITHER TO

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
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RECEIVED AT

1921 JUN 20 AM 8 41

C93DA SHEET 2/9

LASKER OR TO ME IT WOULD BE GREATLY APPRECIATED

HIRAM W JOHNSON.