THE LILLICK FIRM

By John C. McHose

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VAS IST?

"The Lillick Firm" is an attempt to summarize highlights generated by the career of Ira Shell Lillick, who practiced law in San Francisco from 1897 to 1967. In 1928, after a period as an employee of other lawyers and a longer time as an individual attorney and an employer, he formed the law firm now known as Lillick McHose & Charles.

This History touches occurrences during nearly eighty years of legal work by the "Boss" and many others who have worked for and with him and, since his death, have carried on and further developed the practice he established.

The word "highlights" is fairly accurate. More details would be possible but probably boring. Hundreds of clients have been represented and thousands of cases handled by the more than two hundred lawyers who have been associates and members of the Lillick firm.

Hopefully, what follows will be of interest, especially to those who carry on the Lillick firm in years to come. It has been written during the years marking the centennial of the birth of Ira Lillick and the bicentennial of the founding of the United States.

FOREWORD

Leland Stanford Junior University was conceived, planned, endowed, built and opened in 1891 by Senator Leland Stanford and Jane Lathrop Stanford as a memorial to their young son, who died suddenly of typhoid fever in Florence, Italy, in 1884. Leland, Jr. was fifteen, born eighteen years after his parents' marriage. They were heartbroken. They proclaimed their memorial was intended to make "the children of California our children."

Two graduates of pioneer Stanford classes, taught by the fine faculty assembled by Stanford's first great president, David Starr Jordan, became lifelong friends and later served together as University trustees.

One, an engineer, engaged in mining activities in Australia, Europe, South Africa and other parts of the world, amassed a fortune, earned an international reputation for relief work in Europe during and following World War I, and in 1929 became the thirty-first President of the United States. He was Herbert Hoover.

The other, a lawyer, began practice as an "errand boy" in San Francisco, and also achieved an international reputation as one of the leading admiralty lawyers in the world. He was Ira Lillick.

This brief narrative is about Ira Lillick, the Lillick firm, some of its members and activities and a few of its interesting cases and clients.

IRA LILLICK - THE EARLY YEARS

Ira Lillick, a native Californian, was born on a farm in Lawrence, Santa Clara County, California, September 18, 1875. After local preparatory education he became one of the pioneer students at Stanford University.

He received the degree of Bachelor of Arts in Law on January 7, 1897, and was promptly admitted to practice by the California Supreme Court. However, he continued to study at Stanford, as he was then interested in teaching. In May, 1897, he received a certificate signed by David Starr Jordan, confirming that he had completed work in the Department of Education entitling him to a high school certificate as a teacher, and was recommended by the Stanford faculty as "capable of doing satisfactory work as a teacher."

He contemplated the possibility of teaching in Modesto, California, and obtained several letters of recommendation from Stanford professors. One stated he intended to "devote his life to educational work." However, he did not secure a teaching job, and in the Fall decided to try to become a lawyer.

Armed with other letters of recommendation from lawyers in San Jose, including one from the District Attorney of Santa Clara County, he went to San Francisco and offered his services to several lawyers and law firms. Among those to whom he talked was T. C. Van Ness, member of a prominent San Francisco family and a very active attorney, particularly in the fire insurance field. He was a partner in the firm of Van Ness & Redman.

Young lawyers, like teachers, were not much in demand, and despite his letters of recommendation, young Lillick found no firm ready to employ him. In a short time he ran out of money and took the train home to Lawrence, extremely disappointed. When he reached Lawrence, he felt

so bad he got off the train on the side opposite the station hoping his friend, the stationmaster, would not see him. When the train had passed, he crossed the track, but the stationmaster did see him and called out. A telegram had just arrived from Mr. Van Ness stating that if Lillick still wanted a job, he would be employed as an "errand boy" at $15 a month.

A letter from Tom Grant, general agent for the North British and Mercantile Insurance Company in San Francisco, dated October 1, 1897, confirmed that Mr. Van Ness had called and said he had just received word from the young man in his office that he was ill and probably would not be in the office for several weeks, and that if Lillick could come up at "say, 2:00 o'clock Monday afternoon", he could go to work immediately. Lillick borrowed $10 from his mother, returned to San Francisco, and began a long and distinguished legal career.

He found a boarding house at 824 Eddy Street where he obtained breakfast, dinner and a room, which he shared, for $16 a month. An obvious financial problem at once arose but in a short time an increase to $30 a month in salary made a great difference.

Fred Samuels, assistant to the president of Oceanic Steamship Company, lived across the street and liked to play pool. He had a pool table and Lillick began to spend an evening or so a week with the Samuels. It was a gastronomic benefit when he was also invited to dinner.

Van Ness, Jr. finished college, became a lawyer and took over work Lillick was handling. Samuels suggested that San Francisco was growing as an important seaport, and there should be a good future in admiralty law. Lillick obtained a new job with Nathan Frank, then the leading admiralty attorney in San Francisco, who represented, among others, the Spreckels' interests. Millionaire Adolph Spreckels, among many other things, was president of Oceanic Steamship Company.

One day Alex Morrison of the well-known firm of Morrison, Dunn & Brobeck, telephoned Lillick and said he wanted to see him. Lillick learned later that Fred Samuels had recommended him. A few days later he was sent to Coos Bay, Oregon, with $1,000 in cash under instructions to try to obtain options on property adjoining a coal mine from which coal was brought regularly to San Francisco. He accomplished this assignment, and it helped start him on the road to success.

Morrison, Dunn & Brobeck represented the Moore & Scott Iron Works which also did ship repairs. The Iron Works had a bill of $3,000 which the Morrison firm thought impractical to attempt to collect. Moore called Lillick, again at the suggestion of Fred Samuels. He undertook the collection, filed suit and attached, accompanying the deputy sheriff who put a red tag on the debtor's safe deposit box. The judgment was promptly paid. Moore was pleased and began referring other matters to Lillick.

In 1905, he decided he was ready to open his own office in association, first, with George Hewlett. He had a small room of his own in the Mills Building.

On April 18, 1906, the San Francisco earthquake and fire occurred. Samuels invited Lillick to come on board the SIERRA, anchored in San Francisco Bay. The Oceanic Steamship Company at that time operated the SIERRA, SONOMA and VENTURA. On the ship Lillick met Adolph Spreckels.

Not long after this, the CAPE CORSO, a British ship was in collision near San Francisco. Nathan Frank represented the other vessel and apparently had a very good case. At the trial, Lillick, as counsel for the CAPE CORSO, developed that the Master of the other ship did not stop his engines. This was not specifically required by the Rules of the Road at that time when danger of collision developed. However, by urging this point as a fault, Lillick obtained a mutual fault decision in the trial court. An appeal was taken but dragged. Finally, the underwriters insisted upon a settlement, which was concluded.

After his association with Hewlett, Lillick associated for a time with Van Ness, Jr. He also moved to the Kohl Building. J. Arthur Olson, a young lawyer, began serving and filing papers for him about this time and remained with him until Olson retired in 1958. Hunt Hill also worked for him and had office arrangements with him for several years. Theodore M. Levy went to work for Van Ness, Jr. In due course, Lillick and Van Ness separated and Levy joined the Lillick office in 1915. A few years later, Chalmers Graham also became a Lillick employee after World War I.

Although Lillick came to be known primarily as an admiralty attorney or "sea lawyer," he handled many nonmaritime cases, particularly in his early years in practice.

He was an associate counsel in the famous case in which Rudolph Spreckels attempted to interpret a trust created by his father, Adolph, so as to vest in Rudolph and Claus, Adolph's other son, title to the entire Adolph Spreckels' estate on the death of Adolph's wife. This would have eliminated a number of grandchildren as beneficiaries of the trust fund, making them dependent on the two brothers for any share in the estate.

Another important case involved San Francisco politics. Newspapers in 1909 carried stories about the case almost daily over a period of several months.

Lillick's client was Charles M. Fickert, a candidate for District Attorney. He was opposed by Francis J. Heney, then City Prosecuting Attorney. Heney was described as a "Spreckels' candidate" as he had the backing of the Spreckels' interests, most important in San Francisco business and politics.

In the Primary election, Fickert was the nominee of the Republican Party and Heney of the Democratic Party on the printed ballots. There was also a Union Labor Party, which had no candidate's name on the ballots. However, there was a blank space for "write-in names." A great many voters wrote in Fickert's name and he received the largest number of write-in votes. Nevertheless, the Board of Election Commissioners refused to print his name as the candidate of the Union Labor Party on the General Election ballot on the ground, among other things, that he was the nominee of the Republican Party.

A suit was filed by Lillick, seeking a Writ of Mandate to compel insertion of Fickert's name on the General Election ballot as the Union Labor candidate. In a hearing before Judge Murasky in the Superior Court, the Writ was denied, but the California Supreme Court unanimously reversed and ordered that Fickert should be the legal nominee of the Union Labor Party as well as the Republican Party on the ticket.

Subsequently, facts developed indicating that mistake and possible fraud had occurred in counting the Primary ballots. It appeared possible Fickert might have won the Democratic nomination had votes been properly counted. The matter again went back to Judge Murasky on Lillick's petition requesting a recount of the Democratic ballots cast. Judge Murasky at first refused a recount.

Later, on Lillick's urging, he reversed and ordered a recount of the Democratic Primary ballots to be accomplished by having all ballots brought into court.

The recount went on during a number of court sessions. Matt I. Sullivan, later Chief Justice of the California Supreme Court, represented Heney. It was finally shown that there had been fraud, and Judge Murasky severely criticized the counting of the ballots. He also commented harshly on issues of law raised in support of Heney. Numerous votes had been disallowed on the ground that the write-in votes were improper. The Supreme Court had held they were proper and should be counted.

During the Court hearings, the president of the Election Commission predicted Fickert could not win, but after all votes were counted, it was finally established that Fickert had received a majority of the votes cast in the Primary election, and he was declared elected District Attorney.

In 1909, Lillick obtained what was then a substantial personal injury judgment of $7,500 for a client who was driving a horse and wagon which were struck by a Wells Fargo delivery wagon thrown off a United Railroad car.

A clipping from the San Francisco Call, which was sent to Lillick anonymously, concluded as follows:

> "The case has been watched with great interest and contested with much bitterness by both the defense and prosecution, due to the fact that the plaintiff was suing two of the largest corporations operating in this state.
>
> "The outcome is regarded as a big victory for the attorney for the plaintiff as well as the plaintiff himself."

From his Fred Samuels' days on, Lillick's knowledge and primary concentration on maritime law built his fame as an admiralty expert. Shipping expanded in importance in San Francisco and the Lillick reputation spread through shipping and marine insurance circles in the United States. After World War I he made several trips to Europe, perhaps the most important being with Harry Scott, president

of General Steamship Corporation. As a result of meeting European shipowners and marine underwriters, Lillick became a representative of many P and I Clubs for which the firm still acts.

One of the important early maritime cases was the American Car & Foundry Company case, which necessitated several trips to the East Coast, and one or two to Europe. Lillick also handled the reorganization of both the Moore Shipbuilding Company and the McCormick Steamship Company. In quick succession, other interesting matters, both maritime and general, were referred to him.

In 1908, Ira Lillick married Stella Wakefield Jarvis whom he had known since high school days in Santa Clara. They lived in apartments in San Francisco, and later in a beautiful country home in Atherton. They had no children. They were completely devoted to each other. Mrs. Lillick died in 1947.

Lillick was a fine trial lawyer, unusually thorough in preparation. He was highly respected by San Francisco judges, both federal and state, and was also well liked by court attaches. He was unusually good in jury trials. His gentlemanly conduct and vibrant personality persuaded many a juror to vote for his side of the case.

Principles and policies established by Ira Lillick were built into the foundation on which the Lillick firm still stands. He charted a course the partnership has tried to follow ever since it came into being nearly half a century ago.

THE PARTNERSHIP - SAN FRANCISCO

Ira Lillick was understandably hesitant about forming a partnership. He practiced law, first as an employee and then for more than twenty years as an individual attorney with younger lawyers working for him. During the early years of the Twentieth Century, a great many lawyers operated as general and sole practitioners, but increasing specialization developed need for association of lawyers adequately qualified in various legal areas. The law has since become so complicated it is now quite impossible to be an expert in more than a few fields. This has led to organization of law firms which, like the Lillick firm, grow larger and larger.

In 1928 Lillick did agree to form a firm, and Lillick, Olson & Graham came into being. The partners were: Ira S. Lillick and three who had been his employees --J. Arthur Olson, Theodore M. Levy and Chalmers G. Graham. Joseph J. Geary, John C. McHose and Allan E. Charles were associate lawyers, although Geary became a partner shortly in 1929. The staff consisted of Mr. Lillick's private secretary, addressed by all as "Miss Boyd", and three other secretaries.

The organization of the firm marked the beginning of real growth although it was relatively slow for some years and the greatest development did not occur until after World War II.

The first Lillick office had been the single room in the Mills Building on Montgomery Street. Later, a larger room was used in the Kohl Building just down Montgomery Street on the corner of California. After World War I, Lillick took a suite of six or seven rooms in the Balfour Building, another block away on California at Sansome. This was where the firm was formed. After World War II, larger quarters were obtained in the Robert Dollar Building on the

next California Street corner at Battery. After expanding to all of two floors and part of a third, the San Francisco office in 1975 moved to the new Two Embarcadero Center Building, a few blocks distant.

Even before the firm was formed, and for many years thereafter, Lillick, having no children, considered the men and women who worked with him as members of his "family." He treated everyone as such.

He insisted upon honesty and integrity. He was very particular about correspondence and for some years reviewed nearly every letter which went out of the office. Secretaries were instructed to prepare a copy of each letter and each evening Lillick took these copies home and read them. The next day, if he had found anything that either perturbed or interested him, he would call the attorney who prepared the letter into his office, make suggestions as to content and offer editorial comments on wording which might preferably have been used. If a letter seemed particularly good in his judgment, he would commend the attorney who wrote it.

This practice had beneficial effects. Realization that Lillick insisted upon accuracy, clarity, truth and proper use of the English language could not fail to improve the standard of practice of each individual.

When an attorney had prepared an excellent letter, the commendation boosted his morale and made him appreciate how important it was to follow the Lillick standards.

In later years, when Lillick lost his vision and could not read the letter copies, he had his secretary or one of the partners who lived nearby bring letter copies from the office which were read to him during the evening. He continued to make comments which were conveyed back to the writers. He never lost his keen interest in the office, and his belief in the importance of maintaining the standards and reputation of the firm.

Lillick was very meticulous about expense to be charged to clients. When he traveled, he kept a separate expense diary. On one page he entered expenses incurred for the client's account and on the next, expenses for personal items. No client ever questioned his expense charges.

Lillick did not hesitate to delegate responsibility to younger lawyers in whom he acquired confidence. As a result, younger men outdid themselves to justify the confidence he had in them.

Another indication of devotion to the firm was his treatment of new lawyers employed. When anyone was hired, after approval of the other partners, he called the associate into his office, told him the ideals of the firm, emphasized the importance of integrity and honesty, and outlined what was expected by the firm. He was most particular to emphasize that any representations in court regarding facts, availability of witnesses, or any other matters pertaining to a case, must be absolutely correct. As a result, the Lillick firm acquired a good reputation in virtually all courts in which counsel have appeared.

For many years there was an extraordinarily close relationship between Lillick partners. Charles, Adams, Wheat and McHose had all attended Stanford University at the same time, were good friends and knew each other well from college days on.

With the Stanford connections of the partners, it was natural that many Stanford Law School graduates were employed. For some years the firm had, as partners and associates, more men with a Stanford background than any other law firm. In addition to the four above, Gerhardt, Haehl, Briggs, Killefer, Mack, Tatum, Bradley, Moore, Myers, Poole, Vayssie, Liebig and others all attended Stanford.

A law partnership--especially when relatively small--is much like a marriage. It is often more successful when the partners know each other well, understand each other, are willing to give as well as take, avoid petty jealousy and cooperate fully.

With the guidance and inspiration provided by Lillick, aided by Geary, who had a fine personality, good humor and was tremendously devoted to Lillick, and by Levy, who was very much interested in the training and development of younger lawyers, "juniors" were brought along rapidly. This policy has remained an important part of firm procedure.

From the small beginning of four partners, three associates and three secretaries, the San Francisco office

has in late 1976 forty-nine attorneys and a staff of sixty-four. In addition, the San Francisco Claims office has one attorney and a staff of eight.

LOS ANGELES

For some years Ira Lillick had often been asked to handle maritime cases in Los Angeles as there were few lawyers in southern California with maritime experience. The two harbors--Los Angeles and Long Beach, both man-made--were slow to develop.

One Los Angeles attorney, Edward R. Young, had some admiralty experience, although his chief reputation was as a condemnation lawyer. H. Richard Kelly, who worked for him, also did admiralty work. Lillick used the Young office as associate counsel, and he or others went to Los Angeles on a number of occasions to try cases.

The Canadian Farmer, in the early 1920's, was one of these. A California statute had been enacted making California Workmen's Compensation applicable to longshoremen.

In a case involving injury to a longshoreman, objection to jurisdiction by the District Court was raised on the basis that California Workmen's Compensation governed. Lillick obtained a judgment holding that the California statute was unconstitutional and California could not deprive the District Court of jurisdiction over an injury within the admiralty and maritime federal jurisdiction. The case was also one of the early cases in which a third party respondent was brought into such litigation.

The Barge MOSHULU was another Los Angeles case tried by Lillick at about the same time. The suit involved a preferred ship mortgage. The barge was libeled in rem for seamen's wages and sold. A number of lien claimants asserted claims to the remnants of the sale price after the preferred lien seamen's wages had been paid.

The Court held a preferred mortgage had priority over maritime lien claims arising subsequent to execution of the mortgage because a certified copy of the mortgage on the ship gave constructive notice to later lien claimants and made their lien subordinate.

In 1929, only a year after formation of the Lillick partnership, it was decided to open a Los Angeles office. J. Arthur Olson and John C. McHose moved to southern California. It was also decided to form an association with Young and Kelly, although separate offices were maintained with the Lillick lawyers occupying three rooms in the Rowan Building on Spring Street.

James L. Adams and Gilbert C. Wheat were then employed by E. R. Young.

The unwieldy name first used in Los Angeles was Lillick, Olson and Graham, E. R. Young and H. R. Kelly. This was changed in 1934 to Young, Lillick, Olson, Graham and Kelly. At that time the two organizations joined forces in the new Banks-Huntley Building, also on Spring Street.

In 1937, the association was dissolved. Wheat had joined the Lillick firm in San Francisco, and was made a partner, and Adams, who remained in Los Angeles, also became a partner. The firm began operation in Los Angeles as Lillick, McHose and Adams. There were later name changes, and different firm names were used in San Francisco and Los Angeles until 1966 when the entire firm began using the same name, which in 1975 became Lillick McHose & Charles.

In 1963, with more space needed, the firm moved to the then new United California Bank Building at Sixth and Spring. In 1969, again in need of more space, the firm moved to the Crocker Plaza, farther west on Sixth Street. At the end of 1976, a further move for the same reason will be made across Sixth Street to the new United California Bank Building.

From the small beginning of two lawyers and one secretary in 1929, the Los Angeles office had grown so that in late 1976 there are forty-nine lawyers and sixty-three in additional staff.

HOLLYWOOD - ENTERTAINMENT LAW

Ira Lillick was responsible for the start of the Lillick firm in legal work now generally described as entertainment law. The beginning, in radio and broadcasting, has grown to include television, advertising, music, theatre, writing, performing and publishing, and involves legal problems arising in businesses allied with these activities, including underwriting.

Lillick became acquainted with Colonel Davis, General Counsel of RCA, and Judge A. L. Ashby, General Counsel of NBC, during the 1920's. He did some legal work in San Francisco for both companies. When the Los Angeles office was opened in 1929, some work was referred and that office gradually acquired knowledge of entertainment law.

In 1936, Fred Leuschner, a California lawyer who had started practice in New York with RCA, wanted to return to California, largely for health reasons. He arranged through Colonel Davis and Judge Ashby to open a branch office of the RCA Law Department in Hollywood and act as West Coast counsel for RCA and NBC. As a result, the Los Angeles-Lillick office received less work directly but maintained good relations with Leuschner, RCA and NBC, and in many situations when Leuschner needed help, the Lillick office was employed.

In this way, the firm handled legal work involving such personalities as Amos and Andy, Fibber McGee and Molly, Don Wilson, Walter Winchell, Edgar Bergen, Dorothy Lamour, Ruby Keeler, Al Jolson, Gene Autry, Jimmy Fidler, Lum & Abner, Johnny Weismuller, Bill Hay, Bill Jordan, the Sportsmen quartet and others.

For example, for a long time show business columnist and broadcaster, Jimmy Fidler, broadcast a weekly

program over the NBC network. Each week. Leuschner and others, representing NBC, and the Lillick firm, representing Fidler, reviewed his script carefully to screen danger of possible suits for slander.

One interesting case arising from a Fidler broadcast was filed by Constance Bennett, who claimed Fidler slandered her. At that time radio defamation law was in its infancy. The case dragged along with demurrers and amended pleadings. It never reached trial, and Miss Bennett finally dropped it.

Richard Graham joined Fred Leuschner in 1938, following a clerkship at the O'Melveny office.

Fred Leuschner died in December 1941, about the time of Pearl Harbor. Graham went into the Service in 1943, and Judge Ashby arranged for the Lillick firm to handle West Coast legal work for NBC while he was away. An office was opened in the Equitable Building in Hollywood, and Donn Tatum was put in charge.

Prior to this period and later the firm also had a close relationship with Charles R. Denny who succeeded Judge Ashby as General Counsel of NBC and Joseph McConnell who succeeded Denny.

In 1946, Graham returned and resumed NBC's West Coast legal work as house counsel. By that time the Lillick firm had developed sufficient legal work in the entertainment field to carry on in Hollywood, and we continued on friendly terms with Graham. McHose spent some of his time in Hollywood.

In 1949, Tatum left the firm to become General Counsel for the Don Lee Broadcasting Company. Bryan Moore, then in the Los Angeles downtown office, went to Hollywood and after a period of orientation with Tatum, took over. "Dinty" was in the Hollywood office about six years and then he also left the firm to go with Warner Brothers, where he is still busy as an attorney in the Legal Department.

In 1951, Robert P. Myers, who had been an attorney with Judge Ashby at NBC in New York, and like Leuschner wanted to return to his native California, joined the Lillick firm and took charge of the Hollywood office. He became a partner in 1953. The office was moved from the Equitable Building to the Capitol Records Building during Myers' regime.

In March 1964, the Hollywood office was closed, Myers left the firm and the entertainment business has been handled in the Los Angeles office since that time.

Associates who worked in the Hollywood office included Vic Netterville, Bill Woodard, Don Johnson, Ernie Schag, Bob Gordon, Steve Keller and others.

An important occurrence in the radio field was the split-up in the 1930's of the two radio networks called the Red and the Blue, both owned by NBC. The Federal Communications Commission ordered NBC to dispose of one of these, and the Blue network was sold to a group of investors headed by Edward J. Noble of the Life Saver Company. It became ABC.

Don Gilman, who had been a vice president of NBC in San Francisco, had become a friend of Lillick. Both were members of The Dog House Camp at the Bohemian Grove. Gilman had come to Los Angeles to run the West Coast operation of ABC in the Red and Blue networks in the late thirties. Following the split, and after Graham's return, the firm has done a substantial amount of legal work, and is presently Pacific Coast Counsel for ABC.

Donn Tatum recalls, as among the most interesting matters the firm handled in Hollywood, negotiating the deal by which Mt. Wilson became the telecast center for television in southern California. The firm represented NBC, ABC and KFI (Earl C. Anthony). The Mt. Wilson Hotel Company owned part of the property which CBS had tied up by option. The Federal Communications Commission ruled this property could not be owned exclusively by CBS. An Act of Congress was also required to obtain some Forest Service land needed in addition to the Mt. Wilson Hotel Company land for the telecast center. The negotiations, long and complicated, were finally successful.

Another interesting matter handled by Tatum was the formation of the Academy of Television Arts and Sciences.

After a few years with Don Lee Broadcasting Company, Tatum joined the Walt Disney organization and is presently chairman of the Board of both Walt Disney Productions and Walt Disney World.

Bryan Moore recalls the most interesting matters on which he worked as labor relations cases for ABC and others. He also suggests a highlight was the opening of the first ABC-TV station, KECA-TV, which featured one of the early football game telecasts.

During the 1940's and early 1950's, the firm had a very close relationship with Sidney Strotz, who came out from New York in 1942 as Vice President in charge of NBC in the eleven Western States. Through him we participated in several activities in the business and corporate rather than the entertainment field.

During the 1960's much of the entertainment law work was handled by William Roethke, Anthony Liebig and Kenneth Kulzick. The two latter are now the partners in charge in this field of the law.

A significant infringement case of the 60's was Henreid's suit against Four Star Television and ABC, claiming he was the creator of the Burke's Law television series. We obtained a defense motion judgment affirmed by the Ninth Circuit. In a New York 1975 suit the series' format creator, Frank Gilroy, obtained a large jury verdict and judgment for the unauthorized use of his Amos Burke character.

For a long time the firm worked closely with Art Rush, well-known Hollywood agent, whose clients included Roy Rogers, Nelson Eddy, Mario Lanza and others. Various legal problems for the Rush stable were handled.

Other entertainment personalities who wanted the firm's legal help were John Charles Thomas, for whom the firm negotiated a film contract, and did other work; the Edgar Rice Burroughs Corporation involved in a Tarzan radio rights dispute; and Delmer Daves, who brought a plagiarism action against MGM over the film "Love Affair."

In a case settled as a long trial neared conclusion, we represented the Leo Burnett Agency and the Kellogg Company in a suit involving the cartoon character "Mr. Magoo."

In admiralty the firm has represented a number of motion picture studios, particularly MGM, in cases arising in connection with the filming of sea stories. We also

assisted MGM in negotiating the shipbuilding contract for construction in Halifax of the replica ship used in filming "Mutiny on the Bounty."

Presently, Lillick work in the entertainment field is quite varied. In addition to handling legal problems for the networks and some independents, the firm does a great deal of work for underwriters, advertising agencies, publishers, music companies and others.

Not long ago Raquel Welch sued United Artists and Filmways in an attempt to enjoin publicity, including caricatures of the well-endowed Miss Welch. Her injunctive efforts were unsuccessful and the film "Fuzz" was exploited without interference. The young men in the office enjoyed Miss Welch's appearance for deposition.

A number of music/advertising cases have been handled, including Nancy Sinatra v. Goodyear and Virginia Richmond v. Schlitz Brewing Co., which resulted in affirmed defense judgments. These music matters might have involved large client exposures since advertising campaigns involve almost countless repeated uses of the same music in multimillion dollar campaigns.

Presently, the firm has a large volume of entertainment industry defense activity, including infringement and defamation cases involving all three networks, Warner Bros., American International Pictures, Wolper Productions and others. Cases recently concluded prevented the enjoining of the film "Big Foot" in actions in Utah and California. A current appeal is pending in an interesting case involving RKO's copyright interest with respect to the remake of "King Kong" films. Another recent case resulted in dismissal of a complaint alleging the novel theory that NBC's television of the movie "Born Innocent" gave an assailant the idea for a sexual attack.

Many matters presently involve the limitations set up by the First Amendment of the Constitution.

Although the Los Angeles office, near the center of the entertainment industry on the West Coast, does much of the greater part of the firm's work in that field, an ever-creasing amount is also done by the San Francisco office, principally by Robert Fremlin.

AFTER WORLD WAR II

When World War II broke out with the Pearl Harbor attack in December, 1941, the Lillick firm had seven partners, five in San Francisco and two in Los Angeles. Three of the partners went into war service, as did five of the seven associates then with the firm. The four remaining partners and two associates carried on during the War with help from others, brought in to keep the firm alive. Needless to say, all were busy.

In 1944 and 1945, all the War absentees returned. McHose had spent three years in the Southwest Pacific for the War Shipping Administration. Adams was also with WSA, first in Washington, then in San Francisco. He had been in the Los Angeles office but after the War, decided he would prefer to stay in San Francisco, and this was arranged. Wheat, Haehl, Wood, Ransom, Briggs and Roethke returned from Navy service.

It has been during the post-World War II period that the firm enjoyed its greatest growth. Maritime work had provided the principal activity up to that time. Today it remains an important part of the practice, but there is also substantial work in other fields of the law.

Experience gained during the War in administrative and regulatory work qualified Adams in legal activity involving government agencies. The firm acted for Pacific Transport Line which later became States Steamship Company, in obtaining both operating and construction differential subsidies and the right to call in Hawaii in the transpacific service.

The firm also became involved in labor problems, which greatly escalated in the late 1940's and 1950's. Adams was particularly busy in a number of matters involving jurisdictional disputes between maritime unions. This helped develop firm expertise in labor law.

Problems arising under the Shipping Act of 1936, as amended, included subsidies, both construction and operating, claims arising from occurrences during the War involving private rights, grandfather rights, postwar ship sales and other matters which required dealing with administrative government agencies.

Adams spent a great deal of time in Washington and advocated the opening of the Lillick Washington office. Ransom also became active in administrative and regulatory work and spent two years on leave in Washington as General Counsel for the Maritime Administration and Federal Maritime Board.

During the same period, others began to handle more and more legal matters outside the maritime field. A number of corporations were formed, and the firm was active in their organization and operation. The entertainment business also flourished with more legal problems arising. More estate and trust work was handled. Work in banking law began.

The era following World War II also saw the development of what was called the "generation theory." Groups of partners within a few years of each other in age and legal experience were admitted to partnership with the mutual understanding that all in that "generation" would have equal status in the firm. It was expected all would contribute substantially equally over a period of time to the welfare of the firm, each in his own particular way.

In time, and with substantial growth of the firm, the generation theory became impractical for many reasons and is no longer basic policy, but the assumption that each partner will contribute to the firm, without competitive comparison among peers, has remained.

THE CLAIMS DEPARTMENT

For many years a substantial part of the Lillick maritime practice has been through referral of cases by insurers of vessel owners. The greatest number of cases come from the Protection and Indemnity Clubs, although cases also come from Freight, Demurrage and Defense and other Clubs, as well as from hull insurers when litigation or investigation is involved.

P & I underwriters and clubs, both American and foreign, have long required assistance in adjusting and settling claims arising in the United States. For some years, such assistance was provided by Johnson & Higgins, the highly-regarded insurance brokerage firm with headquarters in New York. J & H formed a "Club Department" to receive and handle claims covered by P & I policies.

Emmet J. Cashin was a General Average adjuster employed by Johnson & Higgins. O'Connel, in charge of the J & H Club Department, took ill and Cashin took over his work temporarily. Later O'Connel died and Cashin was then asked to continue as manager.

Subsequently, Johnson & Higgins decided to form a separate corporation to handle P & I claims, represent foreign Clubs and manage the American Steamship Owners Protective & Indemnity Association which was formed as an American Club. This was probably prompted by conflict of interest which arose between the Cargo Department of J & H and the Club Department which represented opposing hull, and P & I interests. Shipowners Claims Bureau, Inc. was established with its head office in New York. Cashin was designated as agent in California, and opened an office in San Francisco in 1922. He handled Pacific Coast claims for most of the foreign P & I Clubs, and, of course, for the American Club.

Sometime later, most of the British P & I underwriters appointed John C. Monroe as their representative in New York, replacing Shipowners Claims Bureau which they considered competitive as Manager of the American Club. They did not change representation in San Francisco, and Cashin continued to act for them. In effect, Monroe assumed jurisdiction over British P & I claims arising on the East Coast and the Gulf, and Cashin handled the West Coast. Shipowners Claims Bureau continued to handle P & I matters for Scandinavian Clubs, and the American Club.

Since John Monroe's death, Lamorte, Burns & Co. has been New York representative of most British Clubs.

In general, Cashin handled all claims in San Francisco until they reached the point of litigation, at which time he referred lawsuits to counsel. Through the years, and particularly following World War I, more and more Shipowners Claims Bureau business was turned over to the Lillick office.

After World War II, the California State Bar became active in a crusade against unauthorized practice of the law. Shipowners Claims Bureau, Inc. was accused of practicing law in handling P & I claims. Although Cashin was a lawyer, he was an employee of a corporation and corporations could not then practice law. As a result of threatened disciplinary proceedings, Shipowners decided it would be necessary to close its California office. Suggestion was made that the claims work which had been done by Shipowners might be handled through the Lillick office. To accomplish this, the Claims Office was organized and put in charge of Cashin, who became an employee of the Lillick firm. The Claims Office became a Lillick Department.

Cashin retired on July 1, 1970, and Milton James, a New York attorney who had come to California to join the Claims Department, took charge. He also retired February 13, 1976 and Charles M. Haid, Jr. has taken over after ten years with the Claims Department, following twenty years in maritime personal injury practice in San Francisco.

The Claims Department continues the practice of receiving, investigating and frequently settling claims covered by marine insurance. When lawsuits are filed, counsel are called in to take over the court proceedings.

In the Los Angeles office, actual or threatened marine claims which require investigations are handled by three investigators employed by the firm and supervised by a partner.

WASHINGTON

A Lillick Washington Office was opened at 1625 "K" Street in 1953. The moving force was Adams, who at about that time was spending many days in Washington in connection with Trade Route and operating differential subsidy matters for Pacific Transport Lines which later became States Steamship Company. The idea was to save travel time and effort of San Francisco partners, to establish an identity for the firm in Washington, and set up a training fround for young associates.

The office was staffed by personnel from San Francisco who would spend two or three years in Washington and then return.

The office was opened by Killefer, who was made a partner in 1956. In 1959, he took a leave of absence to become Executive Secretary of the Committee of American Steamship Lines. He never returned to law practice, and has since served in succession as director of the Import/Export Bank, director of the Inter-American Bank, vice president and general counsel of Chrysler Corporation and presently, as president and chief executive officer of United States Trust & Guaranty of New York. He is also a trustee of Stanford University.

Others did stints in the Washington Office and returned, and as a result the San Francisco office has developed a busy Administrative and Regulatory Department. Active in such work are Ransom, Poole, Fremlin, Fisher and Kimball. The latter four spent training years in the Washington office, and Ransom served for two years in Washington as General Counsel of the Federal Maritime Board and Maritime Administration.

It was necessary to be admitted to practice in Washington before many tribunals, ranging from the Indian Claims Commission and the Board of Contract Appeals, all the way to the Supreme Court.

Under District of Columbia Bar rules, McHose, Charles, Adams and Wheat had to be admitted to the District of Columbia Bar because these names were all for a time part of the firm's name.

A problem arose in Washington because most matters there were regulatory cases, primarily handled by San Francisco partners. In time it developed that it was often preferable and time-saving to go to Washington personally, rather than educate the Washington office to take full responsibility.

In 1972, it was decided to cease to operate a subsidiary office of the firm and to have a representation arrangement in Washington with Harold E. Mesirow, a partner in the firm of Hydeman & Mason.

SAN DIEGO

In September 1976, the Lillick firm opened an office in San Diego. The move was prompted by considerations similar to those which resulted in opening the Los Angeles office in 1929. Over the years, more and more business has required attendance in court, investigations and other legal work especially in the maritime field in San Diego. Several clients urged that an office be opened, and the economic cost of transportation and loss of time in making trips to San Diego, finally brought about the move.

Initially, the office, located in the Fifth Avenue Financial Centre, will be operated by a partner, one or two associates and clerical staff.

Tom Melchior, the partner selected to open the newest Lillick office, has moved his home and family and is already hard at work in what should be his home town for many years to come.

MARITIME LAW

Admiralty, maritime law, or Law of the Seas, as it is variously called, involves legal work relating to the construction and operation of ships of all kinds, liners, tankers, container ships, towboats, barges and other craft engaged in marine commerce, and also fishing vessels, pleasure boats and just about everything afloat. Admiralty formed the core of the Lillick practice during the pre-partnership and early partnership years.

The Los Angeles office was opened with intent to provide maritime service almost exclusively. It has remained a most important part of the firm's practice, and the area in which the firm is still best known worldwide although substantial activity in other types of practice has developed and is now expanding rapidly.

Marine insurance is vitally important in maritime law. Claims and lawsuits are referred to counsel by marine underwriters who write many kinds of coverage for shipowners and all those who are engaged in marine activity.

Hull insurance is primarily arranged on a "Lloyd's" form, and much of the insurance of large commercial vessels is placed with Lloyd's of London.

Lloyd's is an unincorporated association of individuals who back up their insurance acumen with their own money. Policies, although in formal language, are entered into by informal, almost casual agreements between "syndicates" of insurers. Lloyd's has a reputation for paying off promptly. In those rare cases in which litigation is involved, counsel represents the primary underwriter as an individual, and not Lloyd's itself.

In the United States insurance is primarily written by corporations. Members of the American Hull Insurance Syndicate are active in hull business. Because of the enormous value of new vessels, it is not unusual to find English and American markets combining to insure various proportions of a vessel's value.

With the advent of steam, the marine insurance market expanded; yet, a series of English decisions limited the scope of the British hull insurers' liability for loss under a hull policy, most strikingly in instances of collision.

Hull insurers, under pressure from owners, agreed to increase coverage but fearing full collision insurance would encourage scuttling, provided cover for only three-fourth's of the liability under the "Running Down" clause. In both Britain and the United States, moreover, insurers covered liability only up to the insured value of the ship which in some cases was not enough.

Shipowners protected themselves from increased uninsured risks by amalgamating in mutual insurance associations or "Clubs", in which each member agreed to contribute pro rata toward the total annual losses of the Association. In effect, nonprofit partnerships were set up.

The Clubs were established to give protection from liabilities for loss of life and personal injury, collision and allision damage. They were called Protection Clubs. The first, formed in London in 1855, was "The Shipowners Mutual Protection Society, managed by Tindall, Riley & Co." In 1876 it became Britannia Steamship Insurance Association and is still managed by members of the Riley family.

The relationship between Club and member is a very close one and, in many cases, of long standing. The Clubs themselves are often "managed" by the families of the original founders, as at Britannia, and considerable loyalty and professional pride has developed.

In 1862 the English Companies Act allowed the incorporation of these Associations and today it is the Association and its reserve fund that is liable upon losses,

and not the individual member. However, a condition of insurance is that each member agrees to contribute at the beginning of each year, and when later called upon, pro rata sums sufficient to cover the total of the Association's liabilities. The element of personal pride in association has not diminished.

In a related development, insurance was arranged to cover cargo damage. However, in order to encourage shipowners to care for cargo, insurance was arranged on an indemnity basis. The associations were called Indemnity Clubs, and were often associated closely with the Protection Clubs. In time, many arranged amalgamations and issued common policies. Today most coverage is on an indemnity basis.

The gradual change in coverage can be traced in the history and names of the Clubs. The Shipowners Protection Association was also formed in 1855 by John Holman, the year the present Britannia was born. It later became the West of England Protection and Indemnity Association.

The North of England Protection Association was formed in 1860; the London Steamship Owners Mutual Insurance Association in 1866; the United Kingdom Mutual Steamship Assurance Association, and the British Marine Mutual Insurance Association in 1869. The Standard Steamship Owners P & I Association was also organized during this period, but early records were unfortunately destroyed.

The Sunderland Steamship P & I Association was established in 1879; the Liverpool and London Steamship Protection Association in 1881; the Newcastle P & I Association in 1886; and the Neptune P & I Association in 1897, now merged with North of England. The Steamship Mutual Underwriting Association and The Oceanus Mutual Underwriting Association are the latest P & I Clubs organized in England.

The English Clubs have by far the largest share of the world market--and also of the risks. Accordingly, there now exists a "Pool" for distributing liability among the London Clubs for significant disasters. Even where the "Pool" is involved, admiralty counsel are retained by an individual Association for the defense of its member.

In recent years, in a move to minimize taxation of funds handled, most of the English Clubs have formed corporations in Bermuda and elsewhere which handle the Club finances. These corporations appoint managers

who continue to handle the claims arising under the P & I cover from offices in England.

In the United States the oldest Club is The American Steamship Owners Mutual Protection and Indemnity Association, Inc., managed by Shipowners Claims Bureau in New York, an organization set up by Johnson & Higgins, insurance brokers. Shipowners Claims Bureau is also United States representative for Skuld in Norway and the Swedish Club. Gard in Norway is represented in the United States by Frank B. Hall & Co.

P & I insurance in the United States is also provided by a number of American insurance companies who have organizations to provide coverage and handle claims arising under policies issues.

The cover provided by the Clubs has widened through the years to include risks created by legislation enacted in various countries. The development of maritime law is reflected in the history of the Clubs, just as it is in the history of the Lillick firm.

Liability arising from death caused by negligence, from damage to onshore facilities, from loss or damage to cargo, for maintenance or repatriation of seamen, for injury and death of longshoremen and harbor workers, and many other liabilities, have gradually been added to the cover. Oil pollution laws have added other risks.

In the late nineteenth century, because of seizures by Latin American countries, and in the early twentieth century, as a result of embargoes and arrests during the First World War, Hull insurers became concerned over the prospect of mass destruction of vessels, and attempted to limit liabilities by use of "Free of Capture and Seizure" (FC&S) clauses. P & I Clubs were unwilling to assume the very extensive risks consequent upon arrest, but formed separate limited associations called "War Risk Clubs." However, once war was declared, in 1914 and 1939, premiums rose drastically and government reinsurance had to be arranged, both in England and America. War risk problems are now rare, but counsel are called upon to undertake an occasional one when circumstances demand.

Coverage of charter party disputes has also been added in some cases by organization of separate divisions or departments of the P & I Clubs, or even separate Freight, Demurrage and Defense Clubs. These insure liabilities in a fashion differently from Hull or Protection or Indemnity

insurers. The FD&D Clubs do not indemnify or even hold their members harmless in most instances, but rather undertake the defense or prosecution of charter party and other claims in which other insurers are not interested and agree to refund their members' costs. These Clubs are frequently staffed by lawyers.

In Norway, Nordisk Skibsrederforening is a separate Defense Club. There is also a Danish defense association, Danske Rederes Retsvaern.

Coverage in the marine insurance industry expands with the shipping trade.

A Club called The Through Transit Marine Mutual Assurance Association Limited was organized following consultations by a consortium of shipowners regarding insurance of carriage of cargo, largely in containers, and transported by through transit from an inland point to another inland point with intervening carriage by sea. It was organized as a result of these discussions and is managed jointly by Thos. R. Miller & Son, Charles Taylor & Co. and West of England P & I Association. It insures various risks of liability incurred by any carrier who uses containers on the one hand, and on the other, any Through Transit Operator (TTO) who makes contracts, which involve use of more than one means of transport by sea, land or air.

Similar Clubs have been formed in other countries, although their rules and coverage do not always coincide with the English Clubs' coverage, and are regulated by statute in many instances. In Norway there is Assuranceforeningen Skuld, formed in 1897, and Assuranceforeningen Gard, formed in 1907. In Sweden there is Sveriges Angfartygs Assurans Forening, known as The Swedish Club. Aktiebolaget Indemnitas, a subsidiary of Hansa Marine Insurance Company, which has a close relationship with Thos. R. Miller & Son, managers of the United Kingdom Club, is an organization which advises with respect to claims principally against Swedish ships.

The Japan Ship Owners' Mutual Protection and Indemnity Association was formed in 1949. Professor S. Tasaki, former president of Kobe College of Economics, who cooperated with Japanese shipowners in organizing JPIA, studied marine insurance in London where he became acquainted with Thos. R. Miller. JPIA's coverage is more restricted, since there is limited personal injury. Cargo liability coverage has recently been included.

There is a Club in Greece, the Hellenic United Shipping Association. Peru has recently set up a P & I Association, managed by International Inspection Services in Lima.

There are also Associations which provide coverage with respect to "strike" expense and damage. Still other maritime organizations operate on a mutual basis similar to the "Clubs."

Following World War I, Ira Lillick was asked to represent four of the British P & I Clubs. Within a few years, the firm began to assist the Scandinavian Clubs and the American Club. Through the years, both the San Francisco and Los Angeles offices have represented and assisted these and other Clubs and various marine insurance underwriters in connection with all kinds of claims and litigation arising from marine activity.

The most interesting and challenging admiralty cases arise from collisions, strandings, explosions, fires and other serious casualities when large vessels, particularly passenger ships, are involved. Major disasters, such as the iceberg collision and sinking of the TITANIC, the torpedoing of the LUSITANIA in World War I, the burning of the MORRO CASTLE, the loss of the ANDREA DORIA following collision with the STOCKHOLM, and the TORREY CANYON stranding and resulting oil pollution, attract worldwide publicity and interest.

The Lillick firm has been counsel in many major marine disasters, principally those occurring in California waters, but with a few in far distant seas when our clients owned, chartered or insured a ship involved or having interests in cargoes carried.

The WEST ALETA was a pre-partnership case in which Ira Lillick represented an agency of the United States, the Shipping Board Emergency Fleet Corporation. In 1920, the WEST ALETA, owned by the United States and operated by agents, booked a cargo from San Francisco to Cardiff, Rotterdam and Hamburg. The ship passed Cardiff and Rotterdam, seeking to avoid German mines which had been planted during the War, and was en route to Hamburg when she stranded and was a total loss. Cargo filed suit, alleging deviation in bypassing Cardiff and Rotterdam and proceeding first to Hamburg. Illegal deviation breaches the contract of carriage. The lower courts held there was a deviation and also that the Suits in Admiralty Act was not an exclusive remedy. The United States Supreme Court reversed, holding the Suits in Admiralty Act provided the exclusive remedy and that suit had not been filed within the period the Act prescribed.

On October 24, 1933, the United States Navy Cruiser CHICAGO, leading a fleet of four vessels northbound to San Francisco in foggy weather, was in collision about twenty miles off Point Sur with the British Motorship SILVERPALM, southbound to Los Angeles. Both vessels sustained substantial damage and three officers on the CHICAGO were killed.

Suits were filed against the owners of the SILVERPALM by both the United States and administrators of the deceased officers. The SILVERPALM cross-libeled against the United States and also filed a petition to limit liability. Extended litigation followed--first, in the District Court, then in the Circuit Court of Appeals and last, in the Supreme Court where a petition for certiorari was finally denied.

In the trial on liability for the collision, the District Court held the SILVERPALM solely at fault. The Circuit Court, however, in a lengthy opinion, concluded the CHICAGO was also at fault, making both ships liable for divided damages.

The Appeals Court, however, affirmed the District Court's finding that the SILVERPALM could not limit liability. The reasoning was that the SILVERPALM, a motorship, required an unusually long time to reverse when the vessel was proceeding at near full-speed. The Master had not been advised of this fact. In addition, on similar vessels, certain brakes had been installed which assisted in the reversing procedure. The Court also found that the SILVERPALM was accustomed to proceeding at too great a speed in fog conditions, and this was fault and privity by the owner.

The conclusion of fault by the CHICAGO was based upon testimony as to visibility which was inconsistent, and also upon erasures not only in the CHICAGO's decklog, but in the quartermaster's book and the engine room bell books as well. The Appeals Court felt justified in ruling that under the circumstances, the CHICAGO's navigation was "in reckless disregard for other vessels in the steamer lane between San Pedro and San Francisco."

Some five years after the collision, the long litigation finally came to an end, the damages were paid and mutual fault adjustments accomplished.

Shortly after the Pearl Harbor attack, the tanker MONTEBELLO, owned by Union Oil Company, was sunk by surface gunfire from a Japanese submarine off the California coast in the vicinity of Cambria and San Simeon. This was the only such war casualty near the Pacific coast.

Immediately after Pearl Harbor, President Roosevelt had proclaimed by radio that all citizens would be covered for war risk loss by enemy attack within the continental United States. Congress later enacted the War Damage Act which provided such coverage. Union Oil Company did not then carry war risk insurance.

Union Oil Company filed suit under the War Damage

Act in San Francisco for loss of the MONTEBELLO. The defense was referred to the Lillick firm by the War Damage Corporation.

Union claimed the tanker was lost within territorial waters of the United States, then fixed by the three-mile limit. The Master declared that when fired upon by the submarine, he ordered hard right and headed for the beach. He said the ship went down inside the three-mile limit. Union claimed it was entitled to recover for the loss of the vessel.

Investigation included charting witnesses' positions of gun flashes from the submarine, which indicated the tanker was attached outside the three-mile limit. A subsequent underwater search located a sunken vessel lying outside the three-mile limit, in about 600 feet of water.

Identifying the ship was difficult, but oceanographers and camera men finally succeeded in getting photos which showed parts of the deck with tank covers and valves unique to the MONTEBELLO.

At the jury trial, after the evidence was introduced to establish the location of the ship outside the three-mile limit, Union countered with argument that in the intervening years the hulk had drifted seaward. Rebuttal testimony from Scripps Institute oceanographers showed this could not have occurred because of a high ridge on the ocean floor which would have blocked such drift.

The jury found in favor of the United States. Union did not appeal.

An interesting incident occurred during the litigation. At an office conference Charles was explaining the use of electromagnets to try to bring up parts of the MONTEBELLO, which would indicate where the hull lay on the bottom of the sea. Unknowingly, an electromagnet demagnetized a watch which was a gift from President Hoover to Ira Lillick (not the Acutron watch referred to later, but an earlier gift). Ira Lillick rarely indicated outwardly any perturbation or irritation, but this time he was very much annoyed and concerned, as evidenced by great efforts he took to have the watch repaired. He was not successful.

One of the most serious marine disasters in the San Francisco area occurred in August, 1950, when the USS BENEVOLENCE, a large hospital ship, was conducting sea trials out of San Francisco following reconditioning intended to take her out of the Reserve Fleet in which she was placed following World War II. Some four miles off the Golden Gate, she was in a collision with the MARY LUCKENBACH and quickly sank. Twenty-three of 526 persons on board lost their lives. The MARY LUCKENBACH was not badly damaged and was back in service in less than a month.

Investigation developed that several unusual "snafus" contributed to the quick sinking of the BENEVOLENCE. Crews in charge of watertight doors were in the mess hall and there were no replacements. The radio was inoperative because an operator, teaching an apprentice, forgot to throw the main switch which had been disengaged.

Several fishboats nearby rescued a number of swimmers, and later some of them presented rather fantastic claims for loss of fish and other "expenses" incurred in the "Good Samaritan" activity.

Limitation of liability proceedings were filed but the litigation involving hundreds of claims never went to trial as satisfactory settlements were negotiated. This was accomplished through cooperation of the many attorneys involved by appointing a committee to represent all interests.

Another particularly interesting case, perhaps the worst marine casualty of all time in terms of monetary loss and damage, as well as worldwide publicity and interest and international follow-up action, was the stranding of the TORREY CANYON in 1967.

Only one life was lost and although a great deal of litigation ensued, full settlement was accomplished without any reported court decisions. The only testimony taken was at an inquiry by a Liberian Board of Investigation, and the transcript has never been made public. However, the basic facts are well known and are detailed in many writings, including the book "In the Wake of the Torrey Canyon."

The jumbo-sized supertanker TORREY CANYON, one of the largest merchant vessels then in operation, was owned by Barracuda Tanker Corporation of Liberia, flew the Liberian flag and was crewed by Italian officers and crew. Loaded with a cargo of crude oil of near her capacity of 120,000 tons for British Petroleum, she was on a voyage charter from the Persian Gulf to Milford Haven, England.

On the morning of March 18, the TORREY CANYON, off course and running near 16 knots, smashed into the rocks of Seven Stone shoals in the Scilly Isles, off Land's End at the southwest corner of Cornwall, England. Ship and cargo proved unsalvageable despite costly efforts. The broken hull was blown up by bombing by the English Navy and Air Force. Incalculable damage, loss of sea life and clean-up expense resulted from crude oil which drifted ashore along the Cornish coast and clear across the English channel to the Channel Islands and the coast of Brittany.

The Liberian Board of Investigation concluded the cause of stranding was negligence in navigation.

Although in MONTEBELLO the Lillick firm opposed Union Oil Company, in this case the firm represented Union, as charterer of the TORREY CANYON. A host of legal questions were presented, with possibility of litigation over many years. There were questions of civil and criminal liability, jurisdiction, security, negligence and "fault or privity", and particularly, the right of limitation of liability by the shipowner, in view of the fact that the damage far exceeded the amount which might have been awarded had limitation been granted.

Marine insurance interests were of tremendous importance. The hull insurance of $16,500,000 which was paid by United States and British underwriters was the largest hull loss to that time. The P & I or liability insurance

interests, also covered both in the United States and Britain, involved possible liability even greater in amount than the hull insurance. With cargo insurance added, the total insurance loss and potential liability was the largest ever in marine insurance experience.

Suits were filed by various interests in London, the United States, Singapore, Bermuda and Holland. It was indeed fortunate that settlements were ultimately accomplished by payments which were accepted, and the legal issues concluded.

The stranding also prompted international action by governments, the United Nations, environmental interests, shipowners, oil companies, underwriters and others with respect to changes in the International Limitation of Liability Convention. The result has been revision of that Convention and preparation of two additional international conventions, enactment of a great deal of federal, state and local legislation and regulations with respect to liability for marine oil pollution damage.

Here is a list of a few other particularly interesting cases in which the Lillick firm represented shipowners, underwriters or others. Nearly all are reported in American Maritime Cases.

During the 1920's:

The MUNRIO/TEJON collision off Cape Mendocino.

The SAN JUAN/S.C.T. DODD collision off Monterey, which involved a number of deaths and limitation of liability proceedings.

The HUMBOLDT/JANE L. STANFORD collision at Santa Barbara.

The AMECO limitation case involving a fishing vessel which turned turtle with loss of several lives.

During the 1930's:

The W. S. MILLER/Southern Pacific drawbridge allision in Wilmington and the ESTHER JOHNSON/GENTRY collision in Los Angeles Harbor.

The LOUIE BLACK/TEXAN/EUREKA collision in Los Angeles Harbor and the SOUTH COAST explosion.

The KOYEI MARU/DAVID P. FLEMING collision off Los Angeles Harbor.

The CATALINA/ARBUTUS collision in Catalina channel and the INGEREN/KANTO MARU collision in the Inland Sea, Japan.

The CROWLEY NO. 29/MILTON S. PATRICK collision in Los Angeles Harbor and the ARKANSAN/KNOXVILLE CITY collision at the entrance to Los Angeles Harbor.

During the 1940's:

The SAKITO MARU/OLYMPIC II collision off Los Angeles Harbor.

The MARKAY explosion and sinking in Los Angeles Harbor with several deaths.

The FREDERICKSBURG toluene explosion in Los Angeles Harbor which also resulted in several deaths of ship repairers.

The PRESIDENT VAN BUREN allision is Long Beach Harbor.

During the 1950's:

The PERE MARQUETTE/ASSOCIATED collision in San Francisco Bay.

The EDGAR LUCKENBACH/ARKANSAN collision near the entrance to San Francisco.

The TAMPICO stranding in Baja California.

The FERNSTREAM/HAWAIIAN RANCHER collision in San Francisco Bay. The FERNSTREAM sank and still lies in the area between the St. Francis Yacht Club and the Golden Gate Bridge.

The COLORADO/SILVERBOW collision outside the entrance to San Francisco Bay.

The PRESIDENT VAN BUREN, which involved pilot liability for negligence.

The TROJAN explosion in the Todd Shipyard, Alameda.

The MARINE SNAPPER/L.P.ST. CLAIR collision in San Francisco Bay; the TAMON MARU/U.S.S. BOYD clash in San Diego Harbor; and the DONA AURORA allision in Long Beach Harbor.

The PARAMATTA/SUOMI collision and sinking of the SUOMI in Santa Barbara channel.

During the 1960's and early 1970's:

The WAITEMATA/CAPE HOEGH collision off the northern California coast.

The CATAWABA FORD/USS AEOLUS collision in San Francisco Bay and the TITAN/MAGDALENA crash off San Francisco.

The TITAN/RIO MAGDALENA collision off the coast south of San Francisco.

The ATLANTIC TRADER/STEEL DESIGNER collision off Point Fermin, California.

The AMERICAN PRODUCER/N.M.DANT case involved a navigation problem which resulted in the AMERICAN PRODUCER ramming into Pier 27 in San Francisco Bay. This could have been a major disaster as the PRODUCER was a military vessel with a cargo of ammunition which luckily did not explode.

The DONA NANCY collision with the Russian trawler TIKHVIN off Point Reyes, California.

The ESSO SEATTLE-GUAM BEAR collision resulting in the loss of the GUAM BEAR at Afro Harbor, Guam.

The total loss of the large yacht GOODWILL with all 27 on board when the vessel struck the treacherous Sacramento Reef off Baja California.

The DAVID SALMON/LONG BEACH collision in the San Francisco ship channel was perhaps the first case in which radar photographs by the Coast Guard Vessel Traffic System provided major evidence for a comparative fault settlement.

Following many maritime casualties, the statutory right to limit liability in the event there is liability for damages is most important. In order to encourage investment in ships and promote a merchant marine, nearly all nations have statutes, and there is also an International Convention, which set up limitation of liability proceedings by which liability can be limited to certain determinable amounts if the damage is caused without "fault or privity" by the shipowner.

If damage claims or suits are filed or threatened, owners petition a Court to exonerate from or limit liability. All claims are presented to the Court and the right to exoneration from, or limitation of, liability is determined by a trial.

In several of the major casualties just referred to, liability proceedings were of major importance. This was the heart of the SILVERPALM case.

The Smith Rice Crane Barge case was another interesting case involving limitation proceedings in which exoneration from all liability was granted after complex legal and factual issues were resolved by the Court. The collapse of a large Gantry crane, being dismantled, caused the deaths of five men. Owners of a crane barge being used to hold up the boom of the Gantry crane were sued. Exoneration was granted on the basis that the fault was with shoreside people and the work being done by the crane barge was in accordance with instructions followed. Limitation therefor was unnecessary.

The TROJAN was a United States tanker put in the Reserve Fleet in 1955, later sold to Sheffield Tankers and turned over to the Todd Shipyard in Alameda for reactivation repairs. A serious explosion and fire occurred in the shipyard and 52 persons were killed or injured.

Both the United States and Sheffield filed petitions to limit liability and Todd filed a libel against the United States, alleging that Todd was advised only Bunker C fuel oil was in the tanks, whereas some fluid was a mixture of volatile explosive oils.

Todd filed a motion to dismiss the United States

petition to limit liability, alleging the vessel had been sold and only the owner could limit. The court held limitation was designed to benefit all interested parties and noted the Todd libel had been consolidated and other claims might be filed against the United States, including a claim by Sheffield. The motion was denied and the decision was affirmed on appeal.

The SAKITO MARU case in 1942 involved a collision when a Japanese steamer inbound to Los Angeles Harbor ran down and sank the OLYMPIC, a fishing barge which had anchored in the channel used for the navigating approach. This also resulted in limitation of liability proceedings, which were effective.

Smaller vessels can also plead the right to limit liability. While the yacht MARINER, a Gloucester fisherman, once owned by John Barrymore and winner of the Honolulu race, was under charter and used in making the motion picture "Captains Courageous" by Metro-Goldwyn-Mayer, a man was lost overboard under mysterious circumstances and the cook was stabbed by the mate. Suits were filed and the limitation of liability defense was raised, as a charterer may have the rights of a shipowner. Limitation was denied but the total judgments were less than the value of the vessel found by a Commissioner.

In the list of interesting cases above, the right of limitation of liability was frequently involved as sometimes noted.

Fire at sea is always frightening and many ships have gone to Davy Jones' locker as a result of fire. The Federal Fire Statute is a close relative of the Limitation of Liability Statute and provides that a shipowner shall not be liable for fire damage caused without the owner's privity or knowledge.

In 1964, the Norwegian ship SANDANGER caught fire 350 miles southwest of San Diego. All twelve passengers and the ship's captain asleep in the midships section, where the fire broke out, died. The ship was abandoned and continued to burn for several days. Two tugs succeeded in making fast and beached the ship, still afire, in Coronado.

Claims were settled and the case did not go to trial. If it had,the question to have been decided was whether the fire was caused by some negligent condition within the owner's knowledge.

Personal injuries and deaths occurring not only in connection with ship casualties but also during normal operations result in admiralty claims and litigation. Seamen, longshoremen, passengers and others are often injured and sometimes killed. For centuries maritime law has required shipowners to maintain seaworthy vessels and many obligations and responsibilities have been established by the ancient maritime codes, development of the general maritime law and a great volume of legislation enacted all over the world.

Here are a few examples of hundreds of such cases handled by the Lillick firm.

An interesting personal injury case was a suit brought by an actress known as "The Woman of Forty Faces", who was injured on an intercoastal voyage on a Panama Mail ship in the 1930's. There was reason to believe her injuries were not as serious as claimed. There was also concern that her acting ability might be effective before a jury. A woman investigator answered an ad for a maid in the plaintiff's home. A most reasonable wage offer helped greatly in getting the job. After the plaintiff described on the witness stand how seriously the injury had affected her health and activity, the "maid" testified, giving a day-to-day description of the actress's activity which effectively destroyed her testimony.

A similar case, also in the 1930's, involved another Panama Mail ship on which a male passenger was injured during a fire drill. He came to court in a wheelchair. However, motion pictures taken by an investigator showed him walking briskly and engaged in very vigorous activity outside his home. This was one of the early cases in which motion pictures were used to discredit testimony. One of the problems was persuading the court to permit showing the film to the jury as there was little precedent for this at the time.

Another case in the 1930's was a suit brought by a lady passenger on a Hamburg American Line ship, who claimed the captain assaulted her by making indecent proposals. The trial lasted several days with testimony by a number of other passengers and several ships officers.

Injuries and occasional deaths of longshoremen possibly caused by negligent conditions on shipboard have resulted in a large volume of admiralty claims and litigation. The Longshoremen's and Harbor Workers compensation legislation enacted in the 1920's and recent amendments making substantial changes have affected the liabilities of shipowners and the stevedore companies who employ longshoremen. The Lillick firm has had a great many of these cases, some of which have resulted in important decisions interpreting the legislation.

An American Mail Line case involved a serious injury in which a second assistant engineer was totally incapacitated for life by a bad fall. The factual question presented was whether he first thrombosed and then fell, or fell due to a negligent condition on the ship. There was voluminous expert medical and factual testimony both ways. The case was finally settled.

Another injury was sustained by a bosun on the TRANSCHAMPLAIN who became a paraplegic after a fall clearly due to ship liability. The interesting aspect of this case was a recommendation to plaintiff's counsel that a rehabilitation program would offer the possibility the seaman might be helped so as to be able to engage in some occupation. The offer was made on the record with notice of availability of medical care and was accepted. The bosun was taken out of Public Health Service and given private medical care. The rehabilitation worked, and the trial resulted in a judgment substantially less than might otherwise have been anticipated.

An engineer on the COUNCIL BLUFFS VICTORY died at sea. It was claimed conditions in the engine room caused death by lung congestion. Medical testimony was extremely important. The engineer had chronic asthma and had been warned against the use of certain chemicals. Several asthmatic inhalers were found in his room. A forty-day trial resulted in a reduced award.

In the 1930's, the firm was involved in several cases concerning allisions by vessels with the bascule-type railroad drawbridge which then spanned the entrance to the West Basin in Los Angeles Harbor. In one case, W. I. Gilbert, famous Los Angeles trial lawyer who represented the Southern Pacific Railroad for many years, asked a witness, testifying in connection with damage to the drawbridge: "Where is the bridge tender?" The witness said he didn't know. Gilbert then prompted him: "He's dead, isn't he?" The witness replied, "Oh, yes, he's dead. But I don't know where he is."

In one of the West Basin drawbridge cases, the Standard Oil tanker. W. S. MILLER, struck the bridge and raked off the top of her flying bridge. The ship's case was based upon the claim the bridge had not been fully raised. The trial judge, then a new jurist who came from inland Fresno, California, and understandably had little experience with ship operations, concluded the ship should have stopped--like an automobile--when the pilot saw the ship was about to strike the bridge. He dismissed the libel.

The height of the ship's flying bridge was less than the required clearance specified by the U. S. Army plans under which the bridge was built. The Appeal Court judges appreciated that even a slowly-moving vessel can't stop like an automobile and reversed the trial court's judgment.

In 1967, the Italian motorship ILICE bound from San Francisco to Sacramento in heavy fog, struck the California state-owned bridge near Rio Vista. The ILICE, piloted by a compulsory pilot, had an ice-breaker bow and was not seriously damaged. However, a large part of the bridge east of the lift span was ripped out with substantial damage.

California sued the ILICE and her Italian owners. The trial court found the collision due to equal and concurrent negligence of the State and the pilot, and exonerated the shipowner in personam but held the ship liable in rem for the pilot's negligence.

The State's liability was based upon the fact that the Army Corps of Engineers regulations required a bell call

signal which was not sounded. Instead, a fog horn was used. The failure to toll the bell was held a statutory fault under the Pennsylvania rule then in effect under which any fault which might have contributed to the collision called for liability. The damages were divided also under the rule of law then applicable.

The case was appealed and on the basis of the Reliable Transfer case, which the Supreme Court had just decided and which changed the long-standing rule that damage is equally divided in mutual fault cases, and established proportionate damage, the Court of Appeals asked for supplemental briefs. Since the trial court had found equal and concurrent negligence, the equal division of damages was finally held to be proper.

Damage to underwater facilities such as pipelines and cables is caused often by anchors. Charts are carefully marked to show areas in which a pipeline or a telephone cable is located. Most of these cross harbor channels or are in other places where there is much marine traffic. A ship drops anchor in such a spot at its peril but emergencies sometimes demand it.

In 1969, GLOMAR III, a self-propelled offshore oil drilling vessel, had to drop anchor in heavy weather in Bass Strait off the northern coast of Australia. Although comparable to finding a needle in a haystack, the anchor struck and severely damaged a pipeline to an offshore oil production platform. Fortunately, the pipe was inert. No pollution resulted but the cost of repair was several million dollars.

The Australian pipeline owner sued Global Marine, the shipowner, in Los Angeles. The court held no liability because the pipeline was not shown on the chart, existence had not been published in Notice to Mariners, and Global Marine had no knowledge there was a pipeline at that point.

Explosions occasionally occur on ships, especially tank vessels, in which volatile gasses can accumulate and

explode if accidentally ignited.

The TROJAN, described above, was one of the most serious explosion cases in Lillick experience.

Another serious case in this category occurred when the tanker MARKAY exploded at the Shell Oil dock in San Pedro. A number of lives were lost, other property was damaged and the ship sank, requiring costly removal and a limitation of liability proceeding.

Another serious explosion occurred, also in San Pedro, when part of a cargo of highly inflammable toluene on the tanker FREDRIKSBURG, lying at the Union Oil dock, escaped. The toluene drifted across the channel where welding was going on alongside two Navy destroyers. The toluene caught fire and the destroyers were damaged and several lives lost.

An extremely interesting case was defense for underwriters of a suit for the total loss of the yacht CONTENDER which sank following an explosion off Coronado Island in southern California. There were indications the yacht may have been scuttled. At a jury trial, expert testimony was presented which convinced the jury the explosion was concentrated as occurs with TNT or dynamite. It was not defused as it would have been had the explosion resulted from an accumulation of gas as claimed.

Other issues important in the defense were misrepresentation and concealment, and the owner of the CONTENDER was impeached by evidence which disproved his claims that he was a wealthy man, happily married and that he had paid substantially more for the yacht than he actually had.

An incident during the trial occurred when the plaintiff's partner, who had been subpoened but had refused to talk to defense counsel, appeared in court just as the trial judge ordered an early adjournment. Fortunately, following approach to the Bench, the court allowed an extra ten minutes which sufficed when the witness testified that a shipping venture, claimed to have been profitable, was one in which the partners "lost their shirts."

The firm has also been involved in a few cases in which gas accumulated in tanks and did not explode but caused injury to workers who inhaled the fumes.

During the early years in Los Angeles, the Lillick firm handled many marine salvage cases representing Merritt, Chapman & Scott, New York salvage firm which operated a branch at Los Angeles Harbor for a number of years. Lack of a sufficient amount of salvage work in California waters led to the closing of the branch in the 1930's.

However, while in California, a number of interesting cases were handled for Merritt, Chapman and legal advice was wanted almost every time a contract or "no cure no pay" salvage situation came along.

General average, an ancient and very interesting feature of maritime law, is involved in most salvage cases. If a ship and her cargo are in danger and expense incurred as a result of saving the venture, such expense is borne pro rata by the interests involved--ship, cargo and freight.

A fairly recent salvage case arose when the LIBERTY MANUFACTURER went ashore on rocky Point Fermin near the entrance to Los Angeles Harbor. Most marine experts thought salvage was impossible, and there was grave danger of serious oil pollution if the ship broke up, as she was bunkered for a long trip to the Orient. However, the salvors did a fine job and the ship was finally floated, repaired and sold.

The SANTA MARIA/SARRAH involved a collision with an anchored ship in Alaska. The anchored ship took fire. No one was aboard. A tug stabilized the fire, and the ship was saved partly by her own crew. The crew received an award because the seamen had been signed off and could be independent salvors. However, the court granted only a low salvage award.

The firm has handled many cases involving fishing boats operating from California ports. An interesting collision case, the AZORIANA/ANTOINETTE B, occurred when two tuna boats tried to net the same school of fish. The Captain of the AZORIANA was timid, in contrast to the very aggressive Master of the ANTOINETTE B. However, Rules of the Road cannot govern navigation in such a situation and evidence that fishing custom gives the first vessel "on the school" fishing rights and the "privilege," persuaded the court to find sole fault against the ANTOINETTE B.

There are, of course, many maritime claims and suits by owners and underwriters of lost or damaged cargo. The Lillick firm ordinarily represents shipowners and ship's liability underwriters, although in a few cases cargo interests have been represented when no possibility of conflict of interest existed.

The WEST ALETA case described above involved total loss of all cargo when the ship stranded. Collision cases in which a ship sinks result in cargo claims if there was cargo aboard. In other collisions there is frequently cargo damage.

In 1932, the firm represented owners of the INDIEN in an action brought by cargo underwriters for Mitsubishi Shoji Kaisha, now one of our Japanese clients. The INDIEN was carrying a cargo of ammophos fertilizer to Japan, when deck dunnage under a deck cargo of lumber went adrift in very heavy weather. Under the liability theories presented of overloading and improper stowage, it was urged that a piece of dunnage worked back and forth so that it unscrewed the cap of a sounding pipe, permitting salt water in the scuppers to run into the lower hold and damage the soluble cargo.

One of the witnesses, a marine surveyor and master mariner, in answering cross-examination questions as to why thwartship dunnage was not nailed to fore-and-aft dunnage to hold it in place, testified he would not do this. He was asked why. He replied it was not good practice. Counsel persisted and again demanded, "Why?" He finally said, "I would be afraid some stevedore would call me a damn fool."

One cargo case involved serious damage to a shipment of very fine, specially made, laminated furniture from France to Los Angeles. The shipment, packed in wooden cases, was unfortunately and improperly stowed on deck. A rainstorm, which penetrated the cases, caused the laminated wood to swell so that repair was difficult and very costly. Cargo may not be stowed on deck unless the contract of carriage specifically allows it. The ship was liable.

In another cargo case, the firm represented the United States. The EGG HARBOR, a government vessel, was sued by Standard Oil Company for contamination damage. Diesel furnace oil and gasoline carried in separate tanks were mixed, resulting in damage both in the ship's tanks and in shoreside tanks into which some of the contaminated cargo was pumped. As in most contamination cases when liquid cargoes are inadvertently mixed, the EGG HARBOR was held liable by the trial court and the decision was affirmed on appeal.

The Lillick firm has represented several shipbuilding and ship repair concerns, particularly Bethlehem Steel Company's Shipbuilding Division which engages in this work in shipyards in San Francisco, Los Angeles and several other ports. During construction or repair, accidents can and do happen, and many cases arise from shipyard deaths, injuries and property damage. The TROJAN explosion described above was one of the more serious cases involving a shipyard although the Lillick firm represented the shipowner, not the yard, in that case.

One Bethlehem case was a suit by Matson Line following repair of the HAWAIIAN EDUCATOR. Bethlehem was employed to withdraw, inspect and reinstall the tail shaft. This required removing the propeller and drawing the tail shaft into the shaft alley to the stern tube bearing. Inspection was visual and also by use of what is called the Magnaflux process.

The tail shaft was eleven years old, but the inspection indicated it was crack-free. The propeller blades were worn away and were replaced, but the tail shaft was reinstalled. In connection with such work, it is customary to pump red lead into the annular void.

A few months later the propeller was struck by a barge. A year later the tail shaft broke off and sank. The Matson suit alleged the repair work was negligently done and that red lead was not pumped into the annular void. A long trial resulted in a decision that negligence had not been proved.

Another issue was the validity of what is called the "red letter clause", found in many ship repair contracts. This specifies limitations of liability and requires a claim based upon negligence to be made within a certain period after repairs are completed. The court, in dicta, suggested the clause valid but it was not necessary to decide validity because the negligence decision was determinative.

Another case at Bethlehem involved fall of a lumber schooner undergoing repair when blocks placed under the ship in drydock did not fit because the wooden vessel was severely "hogged"; that is, the bottom had warped and

was no longer straight, as shown by the ship's plans used in drydocking.

Another Bethlehem case involved a serious injury to a Coast Guard man who fell through a small hatch on the tanker FRANK G. DRUM while under repair in the shipyard. The injured man filed suit against both Associated Oil Company, owner of the ship, and Bethlehem. The question was whether Bethlehem or Associated had control of the vessel while repairs were going on. The ship's officers were on board and the District Court held it was their responsibility. An appeal was taken and the Court of Appeals affirmed.

The firm has handled a number of other personal injury and death cases which have occurred in Bethlehem shipyards despite great care, which is exercised to provide safe working conditions.

The firm has also handled matters for other shipyards including Craig Shipbuilding Company and the Los Angeles Shipbuilding Compa . McHose was a director of the latter company which was sold to Todd Drydock Corporation some years ago. The former was also sold, more recently, to California Shipbuilding & Drydock Co.

Presently, the firm is involved in an arbitration for Food Machinery Company in a dispute over the construction of six vessels for Standard Oil Company. Two ships are now in service with four still under construction.

Other problems arise in connection with contracts for ship construction. As mentioned previously, the firm assisted Metro-Goldwyn-Mayer in drawing the contract for the building in Nova Scotia of the replica of the ship BOUNTY, used in filming "Mutiny on the Bounty." Subsequently, several legal problems arose in connection with the registration and operation of the reproduced BOUNTY.

Maritime law gives rise to many other types of cases. Contracts such as charter parties, ship mortgages, bills of lading and purchase agreements frequently need legal interpretation.

One case of this kind was tried by Ira Lillick in the early 1920's, not long after the Federal Ship Mortgage Act was enacted. Shell Oil Company and other maritime lien claimants attempted to defeat a mortgage recorded on the NANKING which, if valid, would have priority over lien claims for fuel oil and other ship supplies. In a very long oral opinion, Judge Partridge in San Francisco ruled the Act constitutional and that failure to endorse the mortgage on the ship's documents did not void it.

Rights and obligations of both ship and cargo are often put before the courts in cargo cases. The KERMIT, a case involving substantial damage to a cargo of sugar in the early 1930's, raised questions as to the ship's defense relying on bill of lading terms. The case was decided, however, on laches, the court holding that suit was not brought within the four-year period prescribed by the California Statute of Limitations which was used as a yardstick in the federal court. Today, the Carriage of Goods by Sea Act places a limitation of one year on cargo damage suits.

Another case involving bills of lading was also tried by Ira Lillick in the early 1920's. The BAJA CALIFORNIA shipped cargo under bill of lading which was later transshipped at an intermediate port and carried to destination by another vessel. There was a nine-month suit clause in the bill of lading. The Court held the original bill of lading governed as a new one was not issued on transshipment. The claim was also time-barred.

Many maritime cases involve small pleasure craft. They result from explosions, collisions, water skiing and many other accidents with resultant injuries and deaths. They have occurred not only in port and at sea but on inland waters, and the Lillick firm has had cases arising on Lake Arrowhead, Lake Havasu, Lake Tahoe, the Sacramento River and elsewhere. In one case an airline stewardess lost a leg when she fell overboard and was struck by the propeller. Others involved deaths of two men whose rental boat capsized, and a night collision of two motor boats with both injuries and deaths.

In recent years, particularly since the TORREY CANYON stranding, oil pollution by ships has been carefully policed both by federal authorities, the Coast Guard and state agencies, in California, the Fish and Game Commission. Statutes impose severe penalties if even a small quantity of oil or some other pollutant escapes into navigable waters. The Lillick firm is kept quite busy in these matters as they happen despite precautions taken.

FOR UNCLE SAM

In the WEST ALETA, MONTEBELLO and EGG HARBOR cases, described above, the Lillick firm represented agencies of the United States government. The firm has also been employed to handle other cases as special counsel for the United States.

One interesting case referred by the Reconstruction Finance Corporation had to do with the "Spruce Goose", the huge, wooden airplane built by Howard Hughes with the idea of transporting troops. It flew only once for a short distance and has been in storage in Long Beach ever since. The RFC sued Hughes with respect to disputed expenses under the contract for construction and storage charges. The chronic difficulty in attempting to serve Howard Hughes arose. A satisfactory settlement was effected.

Another RFC matter was the Monolith Cement Company case, involving a cement plant in Wyoming which the government closed. Monolith filed suit claiming it had developed a pilot program for making aluminum by a process which could make the United States free of the need for imported bauxite. A three-month trial resulted in a judgment for the RFC.

Another wartime case was one in which we acted for the federal Rubber Reserve Corporation and involved a project for obtaining oil at Ganza Azul in the Amazon to fuel tugs to haul badly-needed natural rubber.

In 1950, in another extremely interesting nonwartime case, the San Francisco office represented a government organization, UNICEF of the United Nations. This was a suit against the United States which involved loss and damage to a shipment of powdered milk to Italy and Greece. The carrying vessel was owned by the United States and the case was also unusual in that the firm ordinarily represents shipowner interests rather than cargo interests.

A completely novel question was the competency of the United Nations to sue the United States under the Suits in Admiralty Act, which waives sovereign immunity in certain cases involving United States vessels.

Exceptions were filed to the libel to recover for the loss and damage, asserting that the United States is a member of the United Nations and in effect was suing itself. The United Nations Charter and the International Organization Immunities Act were involved, and briefs were prepared discussing numerous novel questions.

The court held there was no good reason for judicial imposition of limitations on a suit under the Suits in Admiralty Act and overruled the exceptions.

REGULATORY AND ADMINISTRATIVE LAW

The Lillick firm has long done work which has involved many governmental agencies and departments--federal, state and local.

The United States Coast Guard investigates maritime casualties such as collisions or strandings occurring in territorial waters or in which United States vessels or personnel are involved, and the firm frequently represents owners, masters and others in Coast Guard hearings. A great deal of work is also done with other agencies, both federal and state, which have regulatory jurisdiction over shipping.

In 1933, the United States Shipping Board, an agency of the Department of Commerce, approved an Agreement between Intercoastal Carriers for the establishment and maintenance of an "Assembling and Distributing" charge upon Intercoastal general cargo at the ports of Los Angeles and Long Beach for the service involved in handling general cargo between ship's tackle and place of rest on the wharf or between ship's tackle and railroad car, including ordinary sorting, piling and breaking down. A similar charge was put into effect in San Diego.

Upon petition of the Los Angeles Traffic Managers' Conference, an association of freight traffic managers representing industrial and manufacturing concerns, an investigation was instituted by the Shipping Board for the purpose of determining the lawfulness of this "A & D" charge.

After a hearing and on recommendation of an Examiner for the Board, the Department of Commerce held that the carrier's undertaking was both to transport and deliver cargo to consignees and that the carriers could not burden shippers with charges for services they are bound to render for the customary charges of transportation. Further, that assessment of this charge at Los Angeles and Long Beach gave preference and advantage to San Francisco by subjecting Los Angeles and Long Beach shippers and receivers to undue and unreasonable prejudice

and disadvantage in violation of the Shipping Act of 1916. The Department entered Orders withdrawing approval of the Agreement establishing this charge and requiring cancellation. In compliance with this Order, the "A & D" charge was cancelled.

Prior to publication of the Order, complaints were filed on behalf of shippers and receivers seeking reparation of "A & D" charges already paid. These complaints were referred to the Federal Maritime Commission, as successor to the Shipping Board. The complaints were consolidated and extensive and lengthy hearings were held before FMC Examiners, who recommended costly reparations.

Exceptions were filed to the Examiners' report, and after Briefs and Oral Argument, the Commission report stated conclusions differing from those recommended by the Examiners, denied reparations and partly overruled the prior decision and Order.

Subsequently, a petition was filed in San Francisco by other shippers seeking a review of the FMC Order dismissing the complaints. A three-judge court affirmed the decision.

In the Receiving and Delivering case, also in Los Angeles, another charge against cargo for services performed beyond ship's tackle in handling incoming cargo was held by the Federal Maritime Commission not unjust or unreasonable and proper.

Carloading and unloading charges of the Southern California Stevedore Association also involved proceedings before the Maritime Commission which resulted in establishing tariff rates for carloading and unloading of cargo in Southern California.

A California Public Utilities matter involved numerous hearings in which rate increases were obtained for ferry service in San Diego Harbor. Still other matters involved jurisdiction of the California PUC with respect to rates for various services by water between "points" in California.

During the 19th and early part of the 20th Century, marine transportation, both coastwise and intercoastal, was substantial. Competition by the railroads, reduced rates on transcontinental rail hauls, and increased

competition by trucks vitally affected both of these types of sea transportation.

The Lillick firm was involved in the 1930's in what has been referred to as Fourth Section Cases--that is, cases which arose under the Interstate Commerce Act involving competition between vessels engaged in intercoastal and coastwise trade and railroads. Geary developed a national reputation as an expert in coastwise and intercoastal rate matters in the period before rail and truck competition virtually eliminated ocean carriers from these trades. Charles, as a member of the Committee on Conference Studies, testified in hearings before the House Merchant Marine Committee and the House Judiciary Committee in the dual rate legislation in the late 1950's and early 1960's.

Following World War II a number of sales of war-built ships were made by the government. The firm participated in some of these, representing various purchasers. Registration of ships and ship mortgages in Panama, Liberia and other countries has also been part of the maritime work by the firm.

In 1961, the firm filed an application with the Federal Maritime Board, seeking the right to increase calls by States Line in the California-Hawaii trade from 13 to 36 each year. Matson objected. During a five-year period there were various hearings before Examiners and the Federal Maritime Commission which produced a record of epic proportions, which the court noted "could fill the largest hull of any of the carriers involved." There were conflicting decisions during the administrative process. Finally, Secretary of Commerce Connor issued an order granting the application. Matson brought suit by a petition to set aside the Order.

The court denied Matson's motion for summary judgment and affirmed the Order on the basis that under the Merchant Marine Act of 1936, in Trade Route 29, it was proper to allow States Line the additional sailings.

In recent years, the San Francisco office has formed a Regulatory Department headed by Ransom, former general counsel of the predecessor to both the Federal Maritime Commission and Federal Maritime Administration. This department, with personnel who have had Washington, D.C. experience, has particular expertise in such matters as

maritime administration, subsidies, both operating and construction, Title XI financing of ship construction, Steamship Conference and other activity regulated by the Shipping Act of 1916, ICC and intermodal innovations arising from the container revolution, antitrust problems of the steamship industry, state and federal regulations of terminals and motor carriers and other regulatory problems.

One of the more important cases in which the Regulatory Department engaged was Carnation vs. Pacific Westbound Conference. In 1966 the United States Supreme Court, reversing two earlier decisions, determined the party steamship lines subject to penalties under Section 15 of the Shipping Act for engaging in anticompetitive activity without Section 15 approval.

In Volkswagen vs. FMC and Pacific Maritime Association, the Supreme Court, reversing the Court of Appeals and the Federal Maritime Commission, held for the first time that there is jurisdiction under the Shipping Act of an employer labor collective bargaining association with respect to agreements to fund benefit plans bargained with unions.

Another case of importance to the steamship industry was the Overland Rate case, which involved the overland/overland common points system, a forerunner to intermodalism. Steamship Conferences in all trades between the full range of Far East Orient countries and the United States were interested. The proceeding included some fifty parties and required five years of litigation until ultimate decision by the Court of Appeals upholding the system.

Another important matter which involved business and corporate law as well as federal regulatory work was the organization of a group of fishing vessel owners in San Diego for whom five separate corporations were formed, and obtaining construction subsidies which provided funds for building the five vessels separately owned by each corporation.

This long drawn-out project required almost five years to complete as there was opposition by other fish-boat interests.

BUSINESS AND CORPORATE LAW

Business and corporate law is an important part of the Lillick practice and has increased substantially in recent years. The work has involved all kinds of matters which arise during the life of a corporation, partnership or other business organization from initial organization to liquidation.

In the early days, business law problems were largely those of maritime-related clients. For some years the firm represented a number of lumber companies active in transportation of lumber by steam schooners from the Northwest to California. This business dropped off materially in the 1930's when barges and tugs took over, and the firm handled the liquidation of several of these companies. The reorganization proceeding of Northern Redwood Lumber Company was most complex and protracted, covering several years.

The American Marine Products case was a complicated Federal Court 77B Receivership. The firm represented Livingston Keplinger, trustee for this company which was organized to operate a tanker, converted into a sardine reduction ship serviced by a fleet of fishboats. The operation was spectacularly successful for a short time, but suddenly the mysterious virtual disappearance of sardines off the California coast, resulted in failure, liquidation and sale of the ship.

Ship financing under Title XI of the Merchant Marine Act of 1936, also mentioned elsewhere, involves complex business, corporate, securities and statutory questions in a field where the firm has acquired a national reputation. In San Francisco the firm has handled many Title XI and similar financings, assisting States Steamship Company, Union Oil Company, Crocker National Bank, Dillingham Corporation and others. In Los Angeles the firm has acted for United California Bank and has handled one most interesting matter for Global Marine, Inc. and a subsidiary involving several drilling ships. A public offering of $152 million was involved.

A most interesting business law matter involved oil rights in the first oil field discovered in Utah. The Meagher (pronounced "Mar") case required more than a decade of litigation, and three opinions by the Supreme Court of Utah were necessary for final resolution.

In 1944, the original holder of a one-half interest in an oil exploration lease gave Meagher, title owner of the property involved, an instrument called a "release." Meagher, believing the exploration lease invalid and abandoned, brought a quiet title action, claiming all right, title and interest in the land. The trial court gave judgment for Meagher.

However, on appeal, the Utah Supreme Court reversed, and held the oil lease valid but did not define the rights of all parties in the quiet title action. Meagher petitioned for rehearing.

Meantime, the Equity Oil Company had acquired rights in the oil lease from the other owner. When Meagher's petition for rehearing was denied, Equity commenced drilling. This was in 1948. Shortly thereafter, oil was discovered.

In early 1949, Meagher asked for the legal advice of Ira Lillick, who had been recommended by Herbert Hoover. The matter was turned over to Wheat who reviewed Meagher's documents and advised Meagher to proceed with the quiet title action, subject to the mandate of the Supreme Court that the oil lease was valid.

In a second trial, the court held that Meagher owned not only the fee title but also a half interest in the oil lease. This was affirmed by the Utah Supreme Court in 1953.

Equity, with half of the oil lease, had developed the property. An accounting was necessary. Equity refused to account and denied Meagher's right to payment of any of the oil proceeds. Several parties were involved as subsidiaries of Equity and others were part owners of that one-half interest. Still another suit and trial were necessary.

Fortunately, all of the interested parties had appeared and were subject to the Utah court jurisdiction. The trial court held the Meagher interests entitled to half of the oil proceeds, less half the allowable expenses of production. This case also went to the Utah Supreme Court and was affirmed in 1956. The initial payment of nearly $1,800,000 was finally made and the Meagher rights established.

Expansion of this area of practice has resulted in organization and representation of businesses in many industries, including banking, manufacturing, distribution, aerospace, electronics, contracting, offshore drilling, entertainment and other fields.

The firm formed and later assisted in the sale of the Coca-Cola Bottling Company of San Jose and the Quaker State Coca-Cola Bottling Company which had franchises in Pittsburgh and Bethlehem.

Among interesting and intensely fought matters have been proxy fights for the control of corporations. Examples of these have been the representation in Los Angeles of a group of shareholders who acquired control of and reorganized Republic Petroleum Company and later negotiated a merger with Consolidated Oil Company, and the representation in San Francisco of a group of shareholders who acquired control of Ancora-Citronelle Corporation, followed by bitter litigation by a former controlling shareholder and the eventual sale of corporate assets to Gulf Oil Corp.

In conjunction with Stanley Weigel, then an attorney, now a Judge of the United States District Court in San Francisco, we handled a number of cases after passage of the Fair Trade Act in the 1930's. Some of the parties involved were Thrifty Drug Co., Owl Drug Co., Dr. Miles Co., Bristol-Myers Co., Gillette, McKesson & Robbins and others.

In one interesting matter we represented a subsidiary of the Morton Salt Company involving a questionable investment in geothermal lands in the Salton Sea area. A settlement required modification of the rights of over 120 override royalty owners who held fractional interests in geothermal production. Public hearings by the California Commissioner of Corporations, attended by royalty owners and other interested parties, could be described as chaotic.

The Los Angeles Rams were a client for several years when the team was owned by a partnership including Dan Reeves, Ed and Harold Pauley, Fred Levy and Bob Hope. Several interesting cases involved contract matters with players. We worked with General Manager Pete Rozelle, now Commissioner of the National Football League, in negotiating radio and television contracts. We had to bow out as counsel when irreconcilable differences between Reeves and the other partners developed since our prior representation of the partnership precluded us from acting for either side.

Antitrust litigation and advice concerning Federal Trade Commission rules and regulations has been a growing part of the firm's work. In the San Francisco office, this work has related to such companies as Oroweat Foods and related companies, and Michelin Tire Company.

One interesting and important antitrust case went to the United States Supreme Court. The firm represented the Olympia Brewing Company and a jury verdict in Olympia's favor was upheld on the appeal. The case was one of a number of antitrust suits filed against various breweries, including Budweiser,Schlitz, Falstaff, Miller and others, and involved alleged conspiracy, price fixing, customer territorial rights and other matters.

Another case involved a class action on behalf of many doctors in California against various underwriters involved in the medical malpractice business. The suit followed the tremendous increases in premiums assessed. It was claimed that certain underwriters had violated the Sherman Act by obtaining a monoply on this type of insurance business in California. After extensive skirmishing by more than forty attorneys involved, the case was disposed of in favor of defendants by motion.

Another antitrust suit alleged that American Airlines and Diner's Club had conspired to create a monoply in the resort and hotel business in the Long Beach Harbor area. It was brought by the unsuccessful bidder on hotel and convention rights for the Queen Mary, being operated under a contract with Diner's Club in cooperation with American Airlines. After extensive discovery, the case was settled by a transfer of fifty percent interest in those rights which have thus far proved much less valuable than expected.

San Francisco has been involved in several antitrust actions by travel agents who have alleged conspiracy

by foreign and domestic airlines and air transportation associations to reduce payments and monopolize the tour packaging business.

Business law matters have included substantial negotiations and litigation involving dealership relations and disputes as well as products liability and related issues for major manufacturers such as Nissan, Peugeot, Chrysler and Michelin. Other cases have involved issues of regulation of warehouses and related disputes for companies such as Continental Grain Company and Nytco Services, Inc.

Two interesting business law cases had to do with beer distribution. The first was brought by former distributors for A-1 Beer, who sued the brewery and Home Ice Company, which had taken over distribution in southern California. The case against Home Ice was based on alleged inducement of breach of contract and tortious interference with a business relationship. An eight-week jury trial resulted in a verdict in favor of the defendents.

The second case was a suit by Home Ice Company against Lucky Lager Brewing Company and also involved a change of beer distributorship rights in southern California. During the defense of Home Ice in the A-1 Beer case, it was learned that Lucky Lager had terminated what was believed to be a life-time oral distribution agreement with Home Ice and given the distribution rights to corporations owned by relatives of top executives of Lucky Lager. The suit was filed one week before the two-year statute of limitations on breach of an agreement not in writing was due to expire. After extensive discovery proceedings, Lucky Lager decided not to permit the case to go to trial, and a substantial settlement was obtained for Home Ice, together with a satisfactory distribution agreement.

Several space-age and related matters have developed from representation in San Francisco of Lockheed Missiles and Space Company, headquartered in Sunnyvale. One of the most bizarre was defense of a suit brought by a disgruntled ex-employee against the United States, the Secretary of Defense and Lockheed. Plaintiff claimed the Poseidon missile and its MIRV warhead were improperly designed and, when fired, would circle back and destroy much of the United States, leaving the intended target unharmed. The suit was defeated on motion challenging the court's jurisdiction. Interestingly enough, while the case was pending, the first Poseidon was trial-flown down the Atlantic range--and landed precisely on target.

Japanese clients, banks and other clients are referred to in other sections of this History.

The firm is involved in other financial transactions involving Securities Exchange Commission considerations, such as private placements and Regulation A offerings, and has assisted clients in complying with various reporting and other requirements applicable to publicly-held corporations.

In 1971 we completed the first public offering by a client in which the firm acted as company counsel. The Microdata Corporation offering was a difficult one on which to cut our teeth. It took almost eighteen months to complete because of complications arising from a significant drop in stock market prices, financial difficulties of the lead underwriting firm, a change in top management of Microdata and the near collapse of the company.

An instance illustrating how the Lillick maritime practice has often developed into business and corporate work was the first matter the firm handled for Global Marine. P & I underwriters asked the firm to defend a suit which involved the death of a diver operating from the experimental drilling vessel, the first ship owned by Global Marine.

Since that time the firm has assisted Global Marine in numerous business matters, including taxation problems and the Securities Exchange Commission registration when Global Marine went public.

Other maritime matters for Global Marine have also arisen including particularly interesting problems with the Coast Guard and Customs, both of which initially applied old laws to the completely new marine operations which have featured the activity of this firm in pioneering unusual uses of the sea.

ESTATES AND TRUSTS

Ira Lillick drew many Wills and often served as an executor or trustee, and the firm has always had estates in process of probate. Presently, several partners and associates devote substantial time to estate planning, preparing and probating Wills, and engaging in legal work in connection with trusts, both testamentary and living.

Although most estate and trust law work lacks the excitement of litigation, legal problems warranting a trial can and often do arise. One such case was Day v. Greene.

In 1882, Ella Mosen of San Jose, California, inherited a sizeable estate. In Tombstone, Arizona, she married a poor miner, William Greene. Their daughter, Eva Greene Day, was the plaintiff in this action.

Ella died in 1899 and Greene took over her estate, without benefit of probate. He acquired copper mine claims in Mexico, which proved fabulously valuable. Becoming known as Colonel Greene, he formed several mining companies, grew extremely wealthy, traveled in a private railway car, maintained homes in Arizona, California and Mexico, an apartment in New York and an office on Wall Street. He also acquired substantial land and cattle holdings in Arizona and Mexico.

Greene remarried and has six children. He died in 1911, leaving a holographic Will which gave all of his estate to Mary, his second wife.

After her father's death, Eva asked her stepmother why her father pretermitted her in his Will. Mary

told Eva that she and Colonel Greene had agreed he would leave everything to Mary and on Mary's death, she would leave everything to Eva and the other children, share and share alike. Eva married, years went by; all the Greene children acquired substantial fortunes. Mary married Charles Wiswall. She died in 1955.

Mary's Will left Eva only a small sum. In view of Mary's statement to her, Eva filed suit against Mary's estate and the Greene children. One cause of action sought to establish a constructive trust with respect to one-seventh of Mary's estate. Numerous counsel for the Greenes urged several defenses including the Statute of Limitations and the Statute of Frauds. Voluminous evidence was taken. In a discovery deposition, one of Mary's children testified her mother once told her Colonel Greene put most of his property in Mary's name because he feared creditors and also said she had agreed to leave her estate to all seven Greene children.

The trial court gave judgment for Eva, holding that a constructive trust had been established, and Eva was entitled to one-seventh of Mary's estate.

The case was appealed and the District Court of Appeal, in a unanimous decision, held the action was based on an oral agreement and the Statutes of Frauds and Limitations barred recovery.

The California Supreme Court granted a hearing and in an opinion by Chief Justice Gibson, concurred en banc by all justices, the judgment of the trial court was affirmed on the basis that the action was based upon fraud.

The astonishing family background, the people and money involved, the legal theories argued, the success in the trial court followed by complete failure in the District Court of Appeal and the overwhelming final victory in the Supreme Court made the case one of the most interesting handled by the Lillick firm. Some years ago the Saturday Evening Post ran a feature article on Colonel Greene, and in 1974 a book on his life was published as "Colonel Greene and the Copper Skyrocket."

The Lillick role in Day vs. Greene was primarily preparation for and trial of the case. After the California Supreme Court decision, collection of the judgment from members of the Greene family, to whom Mary's estate had been distributed, proved very difficult and involved extended

further litigation in Arizona and California, not finally concluded until 1976.

Another estate involved a simple question of proper execution of the Will. When it was offered for probate, one of two witnesses said he had signed alone. Since both witnesses as well as the testator must sign in each other's presence, this would have invalidated the Will.

The other witness, finally located, proved to be a nun, who at first refused even to discuss the signing of the Will. She remained adamant until a Bishop of her church persuaded her it was her duty to speak up. She finally agreed and confirmed she had signed as a witness properly in the presence of the testator and the other witness. The Will was then admitted to probate.

A Trust created by a Will the firm prepared and probated many years ago has continued for nearly half a century with numerous problems arising involving rights and interests of beneficiaries and contingent beneficiaries under the terms of the Trust. Invasion of principal for the benefit of one or more beneficiaries obviously depletes the trust estate and affects contingent beneficiaries. What is proper invasion under the trustees' authority can be a sticky question.

Estate planning grows more important and more complicated as new legislation is enacted year after year changing the obligations and the rights of estates of decedents.

JAPANESE CLIENTS

Ira Lillick initiated the representation of Japanese business interests which has grown significantly through the years.

In the 1930's he became acquainted with Mr. Asao, then President of Nippon Yusen Kaisha, the great Japanese steamship line. He was able to assist Mr. Asao and others in connection with personal problems and later aided many Japanese internees during World War II.

After the War, when NYK was reorganized, the Lillick firm was asked to represent the company in maritime work in California. Haehl had spent eight months in Japan during the first of the Occupation following the War, and became an intimate personal friend of Ariyoshi, who became president and later Chairman of the Board of NYK, and a number of other Japanese who later assumed important positions in Japan.

In 1951, McHose visited Japan when The Japan Ship Owners' Mutual Protection & Indemnity Association was being reorganized. The firm has continued to work with JPIA ever since.

Other Japanese contacts developed. We had opportunity to represent Mitsubishi Shoji Kaisha and Mitsubishi International, the American trading firm subsidiary. We also were asked to represent Seibu interests of the Tsutsumi family, and organized the Seibu Department Store, which was opened in Los Angeles but closed a few years later. We have also represented Suntory, the Japanese whiskey producers, Kintetsu, Akai America, Ltd. and others.

Briggs became active in opening agencies of Mitsubishi and other Japanese banks and in course of time we organized branch banks in California for Mitsubishi

Bank, Mitsui Bank, Dai-Ichi Kangyo, Japanese Industrial and others. Several partners have served as directors of these California banks.

Among our most important Japanese clients are Nissan Motor Company, Ltd., and its American subsidiary, Nissan Motor Corporations in U.S.A., the manufacturer and U. S. distributor, respectively, of Datsun automobiles, parts and accessories. We formed the American corporation and have represented both companies since they began doing business in the United States.

Both in Los Angeles and in San Francisco, we have had personal acquaintance and friendship with the Japanese Consuls General and with other Consular officers of Japan who have served in those cities.

We have also for many years been active in the Japan America Societies, both in Los Angeles and San Francisco. Several partners have been members of the Council and McHose is presently Counselor of the Japan America Society of Southern California.

BANKING

At midcentury, Los Angeles began to develop as an international money market and financial center. Swiss Credit Bank of Switzerland opened a representative office. The Mitsubishi Bank, Ltd., one of Japan's largest, was quick to perceive the trend and asked assistance in establishing a Los Angeles branch office. It opened in December 1962, next door to our Los Angeles Office on Spring Street. Other foreign banks followed.

Briggs led in developing our banking clientele. From time to time the firm has assisted domestic banks in litigation as well as when their own law departments were fully occupied or when specialized help was required, as in Eurodollar transactions or complicated collection matters or syndicated bank loans. The firm has represented various domestic banks and financial institutions, as well as shipowners, in major financing transactions under Title XI of the Merchant Marine Act of 1936.

In 1971, The Mitsubishi Bank, Ltd., established its California state bank subsidiary, The Mitsubishi Bank of California, with McHose one of its directors and Briggs an officer. In 1974, The Mitsui Bank of California opened with Kimberling a director. In 1976, the firm assisted The Mitsubishi Bank of California in the acquisition and merger of Hacienda Bank.

The merger of two clients, The Nippon Kangyo Bank, Ltd., and The Dai-Ichi Bank, Ltd., created the largest bank in Japan, The Dai-Ichi Kangyo Bank, Ltd., but it raised legal bars which prevented the establishment of a California state bank subsidiary in which Dai-Ichi held a controlling interest. Briggs developed the concept of a California bank owned by thirty-two financial, commercial and industrial companies of Japan, and met with the prospective shareholders in Japan in 1973. With their backing, Japan California Bank opened for business in June 1974 in its own building. Keller is a director.

One interesting banking case in the 1940's in which we represented the customer went to the California Supreme Court, which affirmed a decision in a suit by Bank of America in favor of Harold Pauley who had signed a continuing guaranty form in connection with a bank loan. As a result of this case, California banks changed the language used in continuing guarantees.

The firm's banking clients now include--in addition to local banks and banks in other states--banks or agencies with principals in Mexico, South America, Malaysia, Japan, Switzerland and India.

Our staff has been augmented by Stanley F. Farrar, who came from Sullivan & Cromwell, New York, in 1973 and became a partner in 1975, and by Jeffrey M. Bucher, who resigned as a member of the Board of Governors of the Federal Reserve System in 1976 to become a Lillick partner.

TAXATION

Tax law is involved at least indirectly in a majority of matters handled by most law offices. Many firms specialize in tax law to the exclusion of other types of work. Others, like the Lillick firm, have tax departments which handle matters in which taxation is the principal point involved, and also advise other departments with respect to tax matters which may be incidental.

The firm's initial involvement with taxation was in handling probate matters in which both federal estate taxes and California inheritance taxes must be considered. This has always been an important part of all probate proceedings.

The California possessory interest tax is assessed against users of public land not otherwise subject to the real property tax assessed against private landowners. It taxes private parties use of government land. Representing various lessees of California harbor and tidelands property, the firm has been involved in assessments, appeals, litigation and negotiations with tax assessors. Refunds of possessory interest taxes paid by several terminal operators in Los Angeles-Long Beach Harbors has been obtained and an agreement reached with the Assessor as to the valuation of such interests.

In 1971, Judge Arthur Marshall granted summary judgment to Bethlehem Steel in a suit to recover rent credit disallowed by the Los Angeles County Assessor in assessing Bethlehem's possessory interest tax on the shipyard land and improvements leased from the Los Angeles Harbor Department.

Bethlehem recovered substantial taxes paid and was freed of possibility that rent credit in ever-increasing amounts might be disallowed over the remaining thirty-four years of the lease. Potential taxes could have exceeded two million dollars.

The case involved a fifty-year lease negotiated in 1955. One question was whether it was "created" prior to December 26, 1956, when the famous DeLuz possessory interest decision which completely changed the law in California became final. The lease was negotiated over a period of several months. It was signed by both parties and approved by the City Council November 24, 1956. However, the thirty-day publication period required by the City Charter before a lease becomes "effective" did not expire until December 30, 1956.

Judge Marshall agreed with the argument that the lease was "created" when the Council approved it and the thirty-day referendum period merely gave third parties a right, rarely exercised, of initiative to try to defeat it.

Another point involved was whether rental readjustment, also required periodically by the Los Angeles City Charter, was an "extension or renewal." A readjustment was consummated in 1970 and this also was urged by the Assessor as a basis to disallow the rent credit. Again, Judge Marshall agreed an adjustment of rent neither extended nor renewed the lease under which both parties remained bound.

Another interesting tax matter was the attempt to declare unconstitutional California sales tax assessed against bunker fuel sold to vessels engaged in international trade. The legal question was whether the tax imposed a burden on foreign commerce. The case was lost but resulted in the enactment of legislation which minimized the bunker fuel sales tax.

The firm has been involved in the assessment of ad valorem property taxes on imports and exports, and assessment of containers and contents.

In the area of international taxation, interesting legal problems have arisen in connection with the creation of offshore entities, Section 482 audits and California unitary tax concepts.

Presently, the taxation people in the firm are particularly busy in corporate and income tax planning, including IRS audits of political contributions and slush funds, advices regarding the taxation of foreign and domestic banks, and acquisitions and reorganizations.

Major acquisitions have included those by Federated Department Stores (The Eshman Company), ARA Services, Inc. (Sunset News Company and San Diego Periodical Distributors), and Mitsubishi International Corporation (minority stock interest in The RJM Company).

REAL PROPERTY

Acquisition, improvement, condemnation, leasing and sale of real property generates substantial legal work. There has long been great activity in real estate in California and the Lillick firm has been involved in many legal matters in this field. In recent years, several partners and associates have devoted most of their time to real estate practice.

Albers vs. County of Los Angeles is a leading California case resulting from the Portuguese Bend landslide in 1956. More than seven million dollars were awarded home and landowners for damage caused by a slowly-moving landslide on the Palos Verdes Peninsula, which still continues.

The earth slippage occurred in a prehistoric slide area, reaching from the crest of the Palos Verdes Hills to the sea. The County of Los Angeles began extending Crenshaw Boulevard southward in June, 1950. Major land cuts and fills were made and 175,000 cubic yards of earth were deposited in road construction at the top of the slide area. In August 1956, the earth began a creeping movement downhill toward the sea, which damaged and destroyed some 145 homes.

In 1961, following a three-month trial on the issue of liability, featured by testimony of expert geologists and engineers, Judge Richards held that the weight of the dirt moved had triggered the slide, and even though there was no negligence by the County, the home and landowners were entitled to judgment on the theory of inverse condemnation. The California Constitution provides that whenever property is "taken or damaged for public use", just compensation must be paid. Another three-month trial on damages resulted in the substantial judgments which were appealed.

The case finally reached the California Supreme Court. One case which gave concern was an opinion written by Chief Justice Traynor. As the argument in the Supreme Court progressed and the case was referred to, Justice Traynor spoke up saying: "How much crow do I have to eat?" With this encouragement, it was no surprise when the Supreme Court affirmed Judge Richards.

Legal arguments went clear back to the early English case which involved the throwing of a lighted squid made of gunpowder into a markethouse; and Rylands vs. Fletcher in which the House of Lords held a landowner liable for the escape of water which did damage to adjoining property.

The case was interesting because of the amount involved, the importance of expert testimony and the result being a landmark in the law of inverse condemnation.

The firm has, of course, assisted in the negotiation and preparation of a great many leases of real estate. In the maritime field, permits to use harbor property either as leased land or under preferential berth assignments are often negotiated for clients with port authorities.

Another condemnation matter had to do with acquisition of what had been a public street on land needed by the Bethlehem Steel Company's San Pedro shipyard. It required lengthy negotiations with the Los Angeles Harbor Department and the United States Army Engineers.

We also represented Bethlehem in connection with the periodic rent review by the Los Angeles Harbor Department. Bethlehem acquired the property on which its shipyard is located many years ago from the Long Beach Shipbuilding Company.

An interesting case involving real property arose as a result of subsidence in the Long Beach Harbor area which went on for several years and was finally minimized by pumping sea water into the areas from which oil is being removed. The firm represented Craig Shipbuilding Company in a claim against Hancock Oil Company, which had a number of wells on Craig property. Trial would have involved a great deal of expert testimony on whether removal of oil caused the subsidence. The case was settled.

Recently, environmental restrictions, particularly on coastal land, have complicated many real estate transactions.

LABOR RELATIONS

The practice of labor law has developed slowly but substantially at the Lillick firm.

Originally, labor relations practice was primarily in the maritime area. It reached a major scale after Adams became involved in labor matters while with the War Shipping Administration during World War II. That background resulted in the firm's handling various maritime labor cases, particularly in San Francisco. Jurisdictional disputes between labor unions in the maritime field presented interesting legal problems. Now such organizations as the Pacific Maritime Association have developed labor expertise and legal experience so that most maritime labor problems can be resolved without the litigation which was necessary during the formative years of Taft-Hartley and other legislation.

While the importance of the maritime aspects of labor practice has somewhat diminished, the firm's practice has grown in the general business area. Contracts with the Teamsters Union and UAW were negotiated for Datsun in Los Angeles and Portland, and election victories were won for Datsun in Chicago, Jacksonville, Dallas and Houston.

The firm has been active in Los Angeles in labor matters for the restaurant industry. Meyer, in charge of labor matters, has handled elections for such restaurants as Tiny Naylor's, Bob Burns, Rococo's and Fireside Inn, and negotiated labor contracts for Hungry Tiger, Scandia and Captain's Table. The spread of labor relations work has now involved activity in a number of areas, including magazine distribution (ARA Services), energy maintenance (Jesco, Inc.), computers (Microdata), and recently, as a result of new government regulations involving OSHA, EEOC, FEPC, etc., the firm has been asked to assist clients in banking and other general business areas.

ODDS AND ENDS

Management of a law firm is usually by one or two partners when the firm is small. As it grows, management necessarily becomes more complicated and a large firm, particularly one with multioffices, requires substantial effort and assistance to be well-managed.

When the Lillick firm was organized, Ira Lillick provided all the capital, hired all employees, fixed drawing accounts and participation percentages of all partners, assigned cases for handling by the attorneys, reviewed and edited opinions, pleadings and particularly briefs, signed all checks--many of which he hand-wrote--in short, served as a complete, but always benevolent, "dictator."

Obviously, such management becomes impossible as the firm grows, and as time went on, authority was given other partners with respect to various operating responsibilities.

Now, for many years the firm has had a Managing Partner, both in San Francisco and Los Angeles, and operates under this method, rather than the committee system used by many law firms.

When Los Angeles opened, it necessarily had to have local management, which was first done by Olson and McHose in cooperation with Kelly during the Young and Kelly association. Then McHose and Adams managed operations.

In San Francisco, Geary was gradually given management responsibility, and after World War II became the Managing Partner, although most decisions were made with the advice and consent of Lillick, whose office always adjoined Geary's.

When Geary's illness forced reduction of activity, Wheat became Managing Partner, and in subsequent years, Adams, Haehl, Vayssie, and presently Harris, have been the partners in charge of management.

In Los Angeles, McHose was Managing Partner for some years after the War. Roethke took over the responsibility for a time, but after his death, McHose again took charge and in recent years, Kimberling, Bradley, and presently Keller, have served as the Managing Partners.

Growth also requires more internal office management and to relieve the Managing Partners of some responsibility, the firm has for some years employed both Business Managers and Personnel Managers, responsible for internal operations and employment and services of secretarial and accounting staff.

The Lillick firm has long represented the Sierra Club and has been involved in a number of environmental matters.

Marks vs. Whitney was a tideland case, concerning upland and tideland rights near Point Reyes in Tomales Bay, California. The owner of a small upland chicken ranch was barred from access to tideland by a fence built by the purchaser of the tideland, who planned to fill and put in a hotel. This was a public trust action. The case resulted in a California Supreme Court ruling that the upland owner had rights over the foreshore. The opinion was written by McComb, one of the most conservative Supreme Court judges. It has had a substantial effect on rights with respect to tideland conveyed to private owners.

As the Sierra Club became more active with respect to protection of the environment against such occurrences as maritime oil pollution, the firm found that conflict of interest was arising too frequently with many of our long-time clients, and it has been necessary to curtail our activity for the Sierra Club.

Many members of the firm have authored articles published in Law Reviews and other periodicals, and several have contributed to legal textbooks of various kinds. A number have also been speakers and panelists at numerous meetings of Bar and other associations and organizations.

An office NEWSLETTER is distributed to Los Angeles staff each month. In August 1967 it was first written and described as "an initial attempt to disseminate information which may be useful or interesting." Items to be included were invited.

The first issue was so well received that one has been prepared each month for the past nine years. There have been several publishers, editors and reporters. News items and editorial comments have varied greatly and comprised, among other things, business trips, cases won or lost, new employees, newly-admitted partners, illnesses, births, marriages, a few deaths, proper use of equipment, space problems, filing problems, past and proposed meetings, library acquisitions and misuse, Bar examination results, honors received, athletic competitions and achievements, birthdays of the month and what have you.

For many years, the Lillick firm has held pre-Christmas luncheons in both San Francisco and Los Angeles, attended by all attorneys. In Los Angeles, the newest associates present skits with takeoffs on various members of the firm, sometimes rather soul-searching in content.

The Los Angeles office also stages an Annual Spring Fling, inviting partners, associates and wives to a weekend gathering which augments acquaintanceship and is enjoyed by all hands.

THE MARITIME LAW ASSOCIATION

The Maritime Law Association of the United States was formed in 1899. The objects of the Association are stated to be "to advance reforms in the Maritime Law of the United States, to facilitate justice in its administration, to furnish a form for the discussion and consideration of problems affecting the Maritime Law and its administration, and to act with foreign and other associations in efforts to bring about a greater harmony in the shipping laws, regulations and practices of different nations."

Nearly all of the leading admiralty attorneys are members of MLA and there are also nonlawyer members (not to exceed ten percent of the total membership), who are elected from maritime concerns interested in the Association's objects. The total membership is more than two thousand.

Members of the Lillick firm have been active in MLA for many years. Lillick was a member of the Executive Committee from 1932 to 1936. Geary was on the Executive Committee from 1948 to 1951 and was vice president from 1954 to 1956.

Ransom was a member of the Executive Committee from 1957 to 1960 and Haehl from 1961 to 1964. McHose was on the Executive Committee from 1967 to 1970 and was president of the Association from 1970 to 1972. Bradley was elected to the Executive Committee in 1974 for a three-year term.

Many Lillick partners have been members of MLA committees which consider maritime laws and proposed legislation, and make recommendations with respect to action to be taken by the Association.

MLA meets twice yearly in May and November and many Lillick partners and associates have attended these meetings. Most of them have been held in New York, although in recent years the Fall meetings have been held in New Orleans, San Francisco, Bermuda and Acapulco.

THE COMITE MARITIME INTERNATIONAL

The history of the Comite Maritime International, called the CMI, is ably traced in a booklet prepared by Albert Lilar of Belgium, president of CMI from 1947 to 1975, and Carlo van den Bosch, also of Belgium and a Brussels University professor.

The desirability for international uniformity in maritime law, so that ships calling at ports all over the world know the rules, has been evident for centuries. Maritime codes, such as those of Barcelona, Oleron and Wisby and the French "Ordonnance de la Marine" of 1681, are examples of efforts to this end.

By the middle of the 19th Century, several associations were promoting a regime of greater uniformity in the law of the sea. Gradually such uniformity has been furthered by efforts of associations including the International Law Association, and its successor, the CMI.

The CMI was formed in 1897 in Brussels. It has held thirty conferences, participated in by maritime law associations of various nations in Brussels, Antwerp, London, Paris, Hamburg, Amsterdam, Liverpool, Venice, Bremen, Copenhagen, Gothenburg, Genoa, Oslo, Naples, Madrid, Rijeka, Athens, Stockholm, New York and Tokyo.

The CMI has sponsored international conventions which have been ratified by many maritime nations and adhered to by others. These include conventions, with amendments at various times, with respect to collisions, salvage, limitation of liability, bills of lading, liens and mortgages, immunity of state-owned ships, arrest of sea-going ships, stowaways, carriage of passengers by sea, liability of operators of nuclear ships, passengers' luggage, vessels under construction, pollution of the sea by oil and other legal matters pertaining to the owners, operators and users of ships.

Most of the CMI conferences at which conventions have been developed have been in Europe. Lillick partners have been delegates, appointed by the Maritime Law Association of the United States, at a number of these.

Ransom attended the Rijeka conference in 1959.

McHose attended the Athens conference in 1962.

McHose and Haehl attended the Stockholm conference in 1963.

McHose, Haehl, Ransom, Bradley and Gilson attended the New York conference in 1965.

McHose, Haehl, Bradley and Staring attended the Tokyo conference in 1969.

McHose attended the Antwerp conference in 1972.

McHose, Ransom and Bradley attended the Hamburg conference in 1974.

Presently, the preparation of international conventions has been largely taken over by the United Nations, operating through an agency, IMCO, the Inter-governmental Maritime Consultative Organization. The United States State Department is also active. Other United Nations subsidiaries likewise interested are UNICEF, UNIDROIT, UNCTAD and UNCITRAL.

However, the CMI continues to be vitally concerned as respects all maritime conventions and in 1972, was reorganized so that it can and will continue to function utilizing the experience of maritime lawyers throughout the world.

TRAVEL

The international nature of the Lillick practice has called for a great deal of travel throughout North America, including Alaska and Hawaii, Canada, Mexico, Central America, Panama, the Caribbean and Bermuda, as well as many countries in Europe and Asia.

Lillick and Geary made several trips to Europe in the 20's, 30's and 40's. McHose, Charles, Wheat, Adams, Roethke, Haehl, Ransom, Briggs, Wright, Bradley, Staring and others have followed and extended the areas covered to include Japan, Southeast Asia, Australia, South America, New Zealand and the South Pacific.

Hardly a month now goes by without travel by some of the partners and associates to many U. S. cities and to foreign lands.

Many trips are in connection with cases handled. Others involve attendance at meetings such as those of the American and other Bar associations, the American Bar Foundation, the American College of Trial Lawyers, the International Bar Association, the Maritime Law Association of the United States, the Comite Maritime International, the Propeller Club and other organizations. Trips in connection with continuing education and "recruiting" are also frequently made.

Several partners have been speakers at meetings of organizations such as The International Bar Association, the International Association of Insurance Counsel, various committees of the American Bar Association, the Tulane Admiralty Law Institute, the Practicing Law Institute and many local groups.

Members of the firm have frequently taken the opportunity on trips to arrange dinners, luncheons and receptions to which clients and corresponding counsel have been invited.

In 1960 McHose accompanied a group sponsored by the Port of Los Angeles on a trip of inspection of principal ports in Europe, including the Ports of London, Antwerp, Rotterdam, Hamburg, Bremen, Oslo, Stockholm and Genoa.

In September 1965, a pretheatre reception was held in the Sheraton East Hotel in connection with the New York plenary session of the Comite Maritime International. Guests included maritime lawyers and others from the United States, Canada, Europe and the Far East. That evening the following telegram was sent to Mr. Lillick in San Francisco:

> "MORE THAN 200 GUESTS OF THE LILLICK FIRM, MANY OF WHOM HAVE KNOWN YOU PERSONALLY OVER THE YEARS, JOIN US IN SENDING YOU WARM GREETINGS AND BEST WISHES FOR A VERY HAPPY 90TH BIRTHDAY ON SATURDAY. ALL HANDS HAVE JUST SPLICED THE MAIN BRACE WITH TWO SHORT TOASTS--THE FIRST WAS TO YOU:
>
> > "'MAY YOU LIVE ALL THE DAYS OF YOUR LIFE AS YOUR LIFE HAS BEEN LIVED ALL YOUR DAYS.'"

The second toast was prompted by the sudden death of Los Angeles partner, William A. C. Roethke, a few weeks earlier. The telegram concluded:

> "WE KNOW YOU WOULD WISH TO JOIN ALL OF US IN THE SECOND TOAST:
>
> "'TO ALL GOOD FRIENDS WITHIN
THIS ROOM
LET'S DRINK GOOD HEALTH, AND
THEN TO OTHER FRIENDS WITH
WHOM WE'VE DRUNK, BUT CANNOT
DRINK AGAIN.'
>
> BUD GILSON
LARRY BRADLEY
ED RANSOM
HARRY HAEHL
JOHN McHOSE"

SPORTS

Participation in sports by lawyers, after starting active practice which immediately demands hard work and long hours, is pretty much on an individual basis. A few engage in strenuous sports for a time and many play golf, tennis, handball, squash and other noncontact games, some for a good part of their lifetime.

In recent years, sports competition between teams representing law firms has developed and is broadening substantially. Basketball, which requires relatively few players, is now played widely by law firm teams. Leagues playing touch football, tennis and softball baseball are also in operation. Growth of larger law firms has promoted such competition and most large cities, including San Francisco and Los Angeles, now have established attorney leagues, regularly-scheduled contests and trophies for winning teams.

Members of the Lillick firm have been active in many sports and for some years teams of younger partners and associates have participated in football, basketball and softball. The firm has even managed to collect a few trophies along the way.

In Los Angeles the firm has also competed in sports events against teams made up by clients. There is an annual golf match with Mitsubishi International Corporation. The firm also plays softball games with Mitsubishi and has hosted tennis matches with it and other clients.

On an intramural basis, there is also occasional competition in golf and tennis between San Francisco and Los Angeles partners and associates.

RECRUITMENT

In the earlier years the employment of additional young lawyers was usually on the recommendation of a friend of the applicant who knew Ira Lillick.

After World War II competition for young lawyers became so keen, planned recruitment by law firms developed. Along with others, the Lillick firm began visiting prominent law schools to interview students as prospective new associates. The list of law schools visited has increased year after year and now totals some twenty. A number of second-year students are invited each year to work as summer clerks. After a couple of months in the office, such future lawyers can judge whether they like the Lillick organization, and the firm can decide who might best develop into sound lawyers and fit the Lillick pattern.

This program also gives opportunity to train these young future lawyers and help them learn about law office operations, something not usually taught in law school.

For some years the firm has also frequently invited young foreign lawyers, particularly from Scandinavia and Japan, to spend three to six months in the Lillick offices acting somewhat as apprentices. This practice has proved helpful in training young men for future legal work in their home country. At the same time it has benefited the firm by personal contacts established and the forming of long-lasting friendships.

Nearly all the original partners and associates in the firm were native Californians, and all were graduates of California law schools. Ira Lillick, a Stanford graduate and Trustee, also gave a Stanford Law School scholarship which gave a leg up when new associates were needed. At one time the firm had more lawyers with Stanford training than any other law firm in the country.

Presently, Lillick attorneys come from a great many states and attended many different law schools. University of California (Boalt Hall and UCLA) and Stanford naturally lead in the total number, but Michigan is close behind and the firm has lawyers from Harvard, Yale, Columbia, George Washington, Virginia, Southern California, Texas, Duke, Chicago, Indiana, San Francisco, Loyola and other law schools.

IRA LILLICK - THE LATER YEARS

For a quarter century after the firm was formed, Ira Lillick continued to be active in practice and the administration of partnership affairs. He gradually turned more and more authority over to other partners, although he remained a participating partner throughout his life, and his interest in the firm, its members, associates and employees, its policies and operations, continued unabated. He came to the office regularly until a short time before his death. His financial participation, at his own insistence, was steadily decreased until, years before his death, it was merely a token.

Over many years, however, he had numerous outside interests. One of his chief interests was serving as a member of the Board of Trustees at Stanford University from 1923 to 1960 when he became Trustee Emeritus for life. He served as both Treasurer and Secretary of the Board.

He was a member of many organizations: one of the founders of the Japan Society of San Francisco; a trustee of the California College in China; a member of the Bohemian Club, Pacific Union Club, San Francisco Rotary and Commercial Clubs, the Bankers' Club in New York, and the San Francisco and Menlo Golf Clubs. He was a strong supporter of the Stanford Convalescent Home, later renamed Children's Hospital at Stanford, serving as director from 1922 to 1962; as president from 1936 to 1962; and as an honorary director until his death.

The Convalescent Home was long his preferred charity, and his will gave it his Atherton home. He also established the Ira S. Lillick scholarship at Stanford Law School and contributed substantially to Stanford's endowment funds. He was elected an honorary member of the Stanford Chapter, Order of the Coif.

He was interested in sports. He played a good game of golf, and was for many years an ardent duck hunter and member of a duck club on San Francisco Bay. He was a fine shot and on one occasion won a trap shooting contest on a transatlantic crossing. An ardent gardener his flower garden in Atherton was outstanding. For many years he brought flowers regularly to the San Francisco office, and also supplied fruit and vegetables on occasion.

During his professional career, Lillick served as director of several corporations and organizations. He was a director of the California Packing Corporation from 1942 to 1965 . He was also a director of the Palo Alto Medical Research Foundation, the Leland Stanford Junior Kindergarten Trust and other nonprofit organizations.

Doctor J. E. Wallace Sterling, former president and now chancellor of Stanford University, had the following comments about him:

> "It was Ira [Lillick] and Paul Edwards, then president of the Board of Trustees, who worked out with Ann and me the terms on which we returned to Stanford. Among other things, they wished me to state my concept of a University president. I dictated the statement to Ira's secretary in Ira's office.
>
> "I don't need to remind you of his inate kindliness and courtly manner. As long as he was alive, I doubt that there was ever a reception at the president's house, or a major party there, to which Ira did not send bundles of beautiful flowers. He was always concerned that Ann's household budget was adequate to cover cost of staff and entertainment. No freshman president and wife could have asked or hoped for a more thoughtful and solicitous trustee than Ira.
>
> "So you see that my memories of Ira are warm and varied. Our official relations were, at least from my point of view, splendid. His kindness to Ann was unfailing, and our social relations, both in the president's house and at the Bohemian Grove, have left nothing but the most dearly treasured memories."

Lillick enjoyed excellent health most of his life. He was seriously injured when a passenger on a California Street cable car, which came loose from the cable, raced down the California Street hill.

Another feature of Lillick's character was his patriotism and devotion to his country. In his late years, eye trouble called for operations, and before death, his vision was almost totally lost. In one corner of his living room, next to the hallway adjoining his bedroom, he had a large silk American flag on a staff. As he proceeded from his bedroom on his way to breakfast, he would stop, touch the flag with his hands, hold it for a moment or two, and say a silent prayer for his beloved country. Since he knew the number of steps it took from his bedroom to the flag, he continued this practice in his later years, even after his vision became so impaired he could not see his way.

Not long before his death, Lillick asked his long-time secretary, Irene Wood, to help him destroy most of his files. He did not want to leave a mass of material for others to deal with. He also gave instructions that he wanted no funeral or memorial service, and in other ways, minimized any activity lauding him after his death.

Indeed, he subscribed to the words of Thomas Hardy:

> "That . . . be not told of my death,
> Or made to grieve on account of me,
> And that I be not buried in conse-
> crated ground,
> And that no sexton be asked to toll
> the bell,
> And that nobody is wished to see my
> dead body,
> And that no mourners walk behind me
> at my funeral,
> And that no flowers be planted on my
> grave,
> And that no man remember me,
> To this I put my name."

Most of his wishes were carried out. However, his great qualities and his name will be remembered as long as the Lillick firm exists.

BIOGRAPHICAL SKETCHES

J. ARTHUR OLSON
(DECEASED))

Ira Lillick's first employee was J. Arthur Olson, a Nebraskan who came to San Francisco as a boy and was educated there through high school and at the San Francisco Law School and Hastings College of Law.

Arthur was quiet and reserved. He was never self-asserting or "pushy" in any way. He was devoted to Ira Lillick and considered him almost a Saint. In that, he was not alone.

Arthur handled many maritime matters and took on odds-and-ends cases others were glad to shove over to him. When the first firm, Lillick, Olson & Graham, was formed in 1928, his name was used on the basis of seniority in service.

When the Los Angeles office was opened in 1929, Arthur agreed to go south as Lillick wished, although at that time most San Franciscans considered Los Angeles "bush."

He never relished trial work, and was glad to let younger men take on the responsibility of litigation. He also welcomed others to assume management responsibility.

After the separation from Young and Kelly, Arthur was pleased to return to San Francisco, where he devoted his time principally to probate and office work before retiring in 1958.

He continued to engage in some private practice until shortly before his death in 1975 at age 86.

THEODORE M. LEVY
(DECEASED)

Theodore M. Levy was the second man to take employment with Ira Lillick. He was a native San Franciscan and attended Stanford University and Law School, and also the University of California Law School. He was made a member of the firm when it was formed in 1928, and remained a partner until his sudden death in an automobile accident in July 1939.

Ted handled both maritime and general litigation, and was particularly meticulous as a trial lawyer, always making sure he had a strong record in case an appeal should become necessary.

He had a keen sense of humor and could tell humorous stories literally by the hour.

He was most helpful in training younger lawyers, and spent a great deal of his time working with younger men to the end that they would become effective Lillick lawyers.

JOSEPH J. GEARY
(DECEASED)

If Horatio Alger, Jr. had lived in San Francisco rather than New York, he might well have used the career of Joseph J. Geary as a story line in one of his "poor boy makes good by hard work" books.

Joe was a native San Franciscan, the son of an Irish bricklayer who was killed in an accident when Joe was a baby. His mother had to go to work to support herself and found it necessary to place Joe in an orphanage, where she could only visit on weekends.

As soon as he was old enough, Joe started working on paper routes, pumping gas, doing anything he could get. When he left the orphanage he lived in a Protestant home for young men known as "The Rock." There he made some lifelong friends.

Still working part-time, he attended high school and then San Francisco Law School at night. He was able to pass the California Bar examination about the time World War I broke out. Joe joined the Navy.

Years later, following the SILVERPALM/CHICAGO collision, Joe attended a Naval Court of Inquiry hearing to determine the cause of the casualty. Those appearing were directed to identify themselves. Joe's turn came after introductions by several Vice Admirals and Admirals. He rose and said, "Joseph J. Geary, Gunner's Mate, Second Class." It evoked grins by even the sedate Court.

After his Navy service, Joe decided he needed more legal study in order to become a good lawyer. He wanted the best, and with some savings and a loan from friends at "The Rock," he managed a year and a half of study at Harvard Law School. His classmates called him "Judge." He was the only student who had passed the Bar.

Joe sought work in New York but quickly decided it was not for him, and returned to San Francisco. Ira Lillick hired him in 1920, and that launched a fine career. He was made a partner in 1929.

Joe had a warm, vibrant personality. He was soon on a first-name basis with everyone he met and made many friends, not only in California, but particularly in New York, London and Scandinavia, where he made a number of business visits.

He was always interested, helpful and encouraging to younger men in the Lillick firm.

Joe was a Fellow in the American College of Trial Lawyers, a member of the Association of Average Adjusters of the United States, a member and vice president of the Maritime Law Association of the United States, a Governor of the California State Bar and a president of the Bohemian Club in San Francisco. He was also a member of the Pacific Union Club, the Commercial Club and the San Francisco Golf Club.

Joe suffered a stroke, which compelled him to reduce his legal activity for some time prior to his death in November 1958. His contribution to the development of the Lillick firm was substantial.

JAMES L. ADAMS
(DECEASED)

James L. Adams was one of many Iowans who came to California in the early 1900's. He spent his boyhood in Long Beach, California and attended Stanford where he received an A.B. degree in 1927 and a J.D. in 1929. Jim was on the staff of the Stanford Daily and Sports Editor in his senior year.

He began law practice with E. R. Young at the time the Lillick office opened in Los Angeles. When the two firms separated in 1934, he affiliated with the Lillick organization, became a partner in 1937 and remained in Los Angeles until the United States became involved in World War II with the bombing of Pearl Harbor in 1941.

During World War II, Jim was Assistant General Counsel of the War Shipping Administration, handling labor matters in Washington and later, Pacific Coast Regional Counsel in San Francisco. He liked San Francisco so well, he elected to stay there following the War, and resumed his Lillick partnership with others who returned.

Jim handled many important maritime matters. When Pacific Transport Lines was formed after the War, Jim served as counsel and was instrumental in obtaining ships from the Maritime Commission as well as an operating subsidy. Pacific Transport Lines proved a successful operation and was sold to States Steamship Company. Jim represented the seller so effectively the buyer engaged him as General Counsel, a position he held until his death.

Jim obtained approval from the Maritime Administration for States Line to serve Hawaii and still retain its subsidy in the Pacific trades. Prior to that time Matson controlled all shipping service between Hawaii and California.

In San Francisco, Jim was a member of the Pacific Union Club, the Commercial Club and World Trade Club. He died quite suddenly of a heart attack on June 28, 1968.

WILLIAM A. C. ROETHKE
(DECEASED)

William A. C. Roethke was born in Saginaw, Michigan, and was educated there at the United States Naval Academy and at the University of Michigan, where he received an A.B. degree in 1929 and an LL.B in 1932.

He came to California after graduation and joined the Lillick firm in Los Angeles, becoming a partner in 1946.

Bud served as a director of the Dominguez and Carson Estate Companies; the Post Publishing Company of Appleton, and the Green Bay Newspaper Co. of Green Bay, Wisconsin, and the Good Samaritan Hospital in Los Angeles. He was also a Fellow of the Pierpont Morgan Library.

He was a Commander in the United States Navy during World War II, and later a director and president of the Los Angeles Council of the Navy League.

Bud was managing partner of the Los Angeles office at the time of his death. He died suddenly of a stroke in 1965, just as he reached the peak of his legal career.

He handled many maritime matters, and also was quite active in entertainment law, directing much of the work we did when the Hollywood office was closed and entertainment law operations were moved to downtown Los Angeles. He was a great favorite of young lawyers in the office and contributed to their training in many ways.

He was a member and president of Chancery Club, a group of lawyers in Los Angeles.

He was also a member of the California Club, the

Stock Exchange Club and the Los Angeles Country Club, which he served as director and secretary, and he was a director of the Beach Club and the University Club, and president of the latter.

He was a fine raconteur, and was often called upon to share his fund of amusing stories.

Bud was also a true gourmet and wine expert and a bibliophile, adding to a large library of first editions, which had been assembled by his father-in-law in Wisconsin.

Above all, he was personable, truly "hail fellow, well met" and quite warranted the term "mate" by which he was addressed by many of his friends.

GILBERT C. WHEAT
(RETIRED)

Gilbert C. Wheat, a native of Los Angeles, spent his boyhood there and attended Los Angeles High School. He then went to Stanford where he received an A.B. in 1925 and a J.D. in 1927. Gil played football under the great Pop Warner, and was varsity halfback. He was active in the Delta Kappa Epsilon fraternity and in other student affairs.

Following law school and a brief prelaw business period, Gil became an associate in the office of E. R. Young in Los Angeles in 1930.

Later, Gil gave up law practice for a short time and then joined the Lillick firm in San Francisco. He became a partner in 1937 and continued as a Lillick man, except for service during World War II with the Navy, until his retirement on July 1, 1972.

Gil handled many important cases involving both maritime and other matters. The TORREY CANYON and Meagher cases were two of these. He was also a director of States Steamship Company and was managing partner of the San Francisco Lillick office for several years.

Gil now lives on the golf course in Aptos, California, with his fine dog "Bunky."

EDWIN L. GERHARDT
(RETIRED)

Edwin L. Gerhardt, another native Californian, received an A.B. degree at Stanford in 1931, together with a Phi Beta Kappa key. In 1933 he earned his J.D. degree at Stanford Law School.

He began legal work by spending a year assisting Professor S. Nielson in preparing California Annotations to the Restatement of Agency. He was employed by the Lillick firm in San Francisco in 1935 and became a partner in 1945.

Ed retired in 1974, primarily because of ill health. He worked on many major admiralty matters, such as the PRESIDENT HOOVER stranding, the BENEVOLENCE-LUCKENBACH and PRESIDENT COOLIDGE-FRANK BUCK collisions and the TROJAN explosion. In later years he concentrated on P & I insurance matters, and the investigation, handling and trial of personal injury and death claims of seamen, longshoremen and passengers.

For some time he wrote a monthly column on admiralty law for the San Francisco Shipping Register. He also lectured and wrote articles on various maritime matters, including legal aspects of pleasure yachting and legal principles applying to naval architects and marine engineers. He participated in the Hoover Commission's study of the use by seamen of Public Health Service hospitals.

Ed was active in a number of associations and clubs, particularly the St. Francis Yacht Club, in which he served as a Director for two years. He was President of the Stanford Law Society of Northern California and Nevada in 1952-53. He spent much time in the United States Coast Guard Auxiliary, serving as Vice Commander of Flotilla II and as a District Legal Officer, lectured on various legal topics of interest to Coast Guardsmen.

Ed now lives in Menlo Park, California, with his wife Betty and two Irish setters.

WILLIAM H. BRAINERD
(RETIRED)

William H. Brainerd, another Iowan who migrated to California, was educated at the University of California in Los Angeles, and obtained his legal degree at the University of Southern California. He was admitted to the Bar in 1940 and joined the Lillick organization in Los Angeles in 1943, where he was instrumental in carrying on the firm's practice during World War II while many of the partners were in war service. He became a partner in 1956.

Bill was active in many organizations, including the Los Angeles Junior Chamber of Commerce in which he served as a director and an officer; the World Affairs Council of Los Angeles; the Navy League; and the Los Angeles Art Museum Council.

Bill handled maritime cases of all sorts, but specialized in maritime personal injury and death cases.

In 1975, due largely to health problems, Bill retired from the firm and now lives in Pasadena, California, where he golfs at the Annandale Country Club and carries on a few business interests.

JOHN C. McHOSE
(OF COUNSEL)

John C. McHose was born in Massachusetts and spent his boyhood in Ohio. He came to California to enter Stanford, where he was active in student affairs and in athletics. He was a four-star letterman in basketball, and captain of the varsity. He was named a charter member of the Stanford Athletic Hall of Fame.

After obtaining an A.B. degree in 1925, he worked his way through Law School, as sports columnist for the San Francisco Call, special writer for the Scripps-Paine Newspaper Syndicate, waiter at the Delta Gamma sorority and tennis coach at a Palo Alto girls' school.

He received a J.D. degree in 1927, took the California Bar examination and applied to Ira Lillick for employment, as he wanted to practice admiralty law. After a pleasant interview, he was told no additional lawyers were then needed. He suggested he might carry on his writing and work in the Lillick office without compensation, and that when there was an opening (suggested as possible in a few months), he might be accepted. Lillick said he would like to think it over. On the following day, he called McHose in and told him he would be employed, but would be paid a salary. It was $75 per month.

McHose has been a Lillick lawyer ever since, although he spent three years during World War II as Legal Representative and Assistant Regional Director for the South and Southwest Pacific areas for the United States War Shipping Administration with headquarters in Australia.

McHose has specialized in maritime law, although for a period of time after his return from World War II he did a substantial amount of work in the entertainment field, doing work for many of the clients mentioned in the Hollywood office section.

He is a member of the American, California, District of Columbia, International and Maritime Law Bar Associations. In the maritime field he has been a member of the Admiralty Committee of the American Bar Association; Associate Editor of American Maritime Cases; a member of the United States Supreme Court Advisory Committee on Admiralty Rules; a member of the Board of Governors and president of the Propeller Club, Port of Los Angeles-Long Beach; and vice president of the Propeller Club of the United States. He was president of the Maritime Law Association of the United States in 1970-72. He is a Titular Member of the Comite Maritime International.

He has been active in civic affairs, and was a director and vice president of the Los Angeles Chamber of Commerce and vice president of the Los Angeles Marine Exchange. He was a member of a Los Angeles Trade Mission which visited principal ports in Europe in 1961. He was general chairman of Los Angeles World Trade Week in 1955.

He has been a director of a number of corporations, including the Los Angeles Shipbuilding and Dry Dock Corporation; the Republic Petroleum Corporation; the Coca-Cola Bottling Company of San Jose; the Quaker State Coca-Cola Bottling Company; and is presently a director of The Mitsubishi Bank of California. He is also active in the Japan America Society of Southern California; and has served as vice president and presently as Counselor.

He has maintained his interest in Stanford University and was a member of the Executive Board of the Stanford Alumni Association, president of that Association and a member of the Stanford Athletic Board.

He has been an ardent golfer and was once champion of the Wilshire Country Club. He is also past president of Wilshire, the Southern California Golf Association, the Senior Golf Association of Southern California and is presently a member of the Board of Governors of the California Seniors' Golf Association.

Although he took "of counsel" status in 1975, he continues on substantially a full-time basis to help carry on the Lillick firm.

ALLAN E. CHARLES
(OF COUNSEL)

Allan E. Charles was born and spent his boyhood in Palo Alto, next door to Stanford University. He attended Stanford, where he was active in student affairs and a varsity track man, running the distance races. There he also met his wife Caroline, who for many years was, until recent retirement, a member of the Stanford University Board of Trustees.

Al studied law at both Stanford and Harvard, and had a scholarship in the Harvard Law School. After admission to the California Bar in 1927, he started practice as in-house counsel for the American Trust Company. In 1929 when the Lillick office was opened in Los Angeles and more manpower was needed in San Francisco, he became a Lillick associate and in 1934, a partner.

Al has engaged in many areas of legal work with extensive litigation experience, particularly in admiralty cases. Following his early bank training, he has long specialized in trusts, estate planning and probate work.

Among his most interesting trials, he numbers the MONTEBELLO, described in "Maritime Law." This was one of a number of cases handled as special counsel for the United States War Damage Corporation, the Reconstruction Finance Corporation and other subsidiaries in defense of litigation against the Government.

Al devoted a great deal of time to San Francisco civic affairs. He served as a director of the Bay Area Rapid Transit District for some eight years. He was a member of the Civil Service Commission and the Welfare Commission of San Francisco.

He is also a former director of Pacific Insurance Company, the Pacific Coast subsidiary of Continental Insurance Company, and the Northern Redwood Lumber Company.

He is a past director and past president of the YMCA of San Francisco, the Barristers' Club of San Francisco and Edgewood, a charitable corporation. He is also a past director of the San Francisco Bar Association; was active in the American Law Institute; and is a lifetime member of the Ninth Circuit Judicial Conference.

Among social clubs, Al is a member of the Pacific Union Club, the Bohemian Club, the Commonwealth Club and the California Tennis Club.

Al took "of counsel" status in 1975 but continues to be quite active in the Lillick firm, handling a great deal of estate and trust work--the field in which he began to practice law.

HARRY L. HAEHL

Harry L. Haehl, senior San Francisco partner, was born in Palo Alto, California, and has lived in that vicinity all his life. He was educated in the Palo Alto public schools and then attended Stanford University, where he received an A.B. degree in 1933 and a J.D. in 1936.

Bud began practice with the Lillick firm right after graduation from Law School, and has been continuously with the firm except for five years of active duty in the United States Navy during and following World War II. His Navy duty was as an Admiralty officer in San Francisco, in the office of the Judge Advocate General in Washington, as Special Advisor for Admiralty and International Law on the staff of the Commander-in-Chief, Pacific Fleet, and finally, on the staff of General MacArthur, Supreme Commander for the Allied Powers in Japan and China. He also served as United States Special Prize Commissioner for the Pacific Ocean Area. He is a Commander (Ret.) USNR.

Bud has handled many types of legal work with principal efforts directed in the maritime field. He has also been involved in general work for Japanese and other clients.

He is a member of the Society of California Pioneers; a former director, president and chairman of the Board of the Childrens' Hospital at Stanford; a member of the Board of Trustees of the World Affairs Council of Northern California, and a past president of that organization.

He is also Honorary Consul General for Malaysia.

He belongs to the Pacific Union Club, the Bohemian Club, the Hillsborough Racquet Club and the Menlo Country Club. Bud presently lives in Menlo Park, convenient to the Golf Club.

REID R. BRIGGS

Reid R. Briggs was born in Evanston, Illinois in 1911. His father, a newspaper man, became editor of the Los Angeles Record. This brought the family to California. Briggs attended Los Angeles High School and then Stanford, graduating in 1932. He obtained a clerkship with Senator William Gibbs McAdoo in Washington and also attended George Washington University, where he obtained a J.D. degree in 1938. He was on the Law Review and earned Order of Coif.

In 1939, he returned to Los Angeles and became associated with the Lillick firm. During his early years he handled chiefly maritime matters, specializing in collisions and fires.

In 1942, he was commissioned in the Navy and was on active duty until 1946. He served in the Admiralty Office on the staff of the Judge Advocate General in Washington and wound up a Lieutenant Commander.

After return to the Lillick office, he continued to handle admiralty cases but also became more active in other fields of law, including probate and banking. He became a partner in 1950. He engaged in substantial legal work for several Japanese clients, including Seibu Department Stores, Suntory Whiskey and Nissan Motor Co. He served as General Counsel for Nissan for some years after helping organize Nissan Motor Corporation in U.S.A.

In the banking field, he has assisted many Japanese and other foreign banks in establishing Los Angeles offices and formed the California subsidiary banks for Mitsubishi and Mitsui. One of his innovative concepts resulted in the formation of Japan California Bank as a joint project of thirty-two banking and commercial interests in Japan.

Reid was for many years active in Stanford affairs and served as vice president of Stanford Associates, 1964-1966. He has just been honored by Stanford by receiving the 1976 Gold Spike Award given each year for "distinguished and continuing service and support to the Stanford Annual Fund."

Reid has been a member of the Council of the Japan America Society of Southern California since 1969, and is also counselor and a member of the Board of Trustees of the Japanese Philharmonic Orchestra of Los Angeles.

He is a member of the Los Angeles University Club and served as president in 1958-1959.

EDWARD D. RANSOM

Edward D. Ransom, a senior San Francisco partner, was born in North Dakota in 1914. He attended the University of Michigan, where he received an A.B. degree in 1936 and a J.D. degree in Law School in 1938. He was a member of the editorial board of the Michigan Law Review.

During World War II, Ed spent four years in the Navy as a legal officer in the Naval Transportation Service, ending as a Lt. Commander in the U. S. Naval Reserve.

Ed became an associate in the Lillick office in 1938 and was made a partner in 1950. In 1955, he was granted leave of absence and spent two years in Washington as General Counsel for the Federal Maritime Board and the Maritime Administration.

Ed has had broad experience in general admiralty law, including collisions such as the MARY LUCKENBACH/ BENEVOLENCE collision at the entrance to San Francisco Harbor, one of the worst Pacific Coast marine disasters. He has specialized in regulatory matters before the Federal Maritime Commission, and other regulatory organizations and in legal work for The Pacific Westbound Conference. He argued before the United States Supreme Court the important antitrust action brought by Carnation Company against The Pacific Westbound Conference.

He is a member of the American Bar, the Federal Bar and the Maritime Law Association, and former member of the Executive Committee of MLA.

He belongs to the Claremont Country Club, Oakland, the World Trade and Commercial Clubs in San Francisco and the Whitehall Club in New York.

Ed is also a past president of the San Francisco Marine Exchange and of the Propeller Club of San Francisco and the Golden Gate.

GORDON K. WRIGHT

Gordon K. Wright, a Missourian by birth, came West and obtained his undergraduate degree in 1941 at the University of Southern California where, among other things, he earned a Phi Beta Kappa key.

During World War II he saw active duty in Destroyers Pacific for four years. He earned the Legion of Merit with Combat V and the SEC NAV Commendation Ribbon along with fifteen battle stars. Following the war he returned to USC Law School and graduated in 1948. He joined the Lillick firm in February 1949 and was made a partner in 1956.

Gordon has been active in Bar association activities for a number of years. He was chairman of the Junior Barristers of Los Angeles and later a member of the Board of Trustees of the Los Angeles County Bar Association. He also served the State Bar of California as chairman of the Executive Committee; chairman of the Conference of State Bar Delegates; member of the Board of Governors, the State Bar and vice president in 1970-71. He thereafter served on the State Bar Disciplinary Board.

Gordon has specialized in litigation, is an outstanding trial lawyer, handling both maritime and general cases. He is a Fellow in the American College of Trial Lawyers.

His Club memberships are the Los Angeles Stock Exchange Club and the Annandale Country Club. He is also a member of Legion Lex at USC and a member of the Board of Councilors of the University of Southern California Law Center. He is a past president of the Chancery Club and the Los Angeles Council of the Navy League.

GARY J. TORRE

Gary J. Torre was born in Oakland, California, in 1919. Following public school in Oakland, he attended the University of California, where he received an A.B. degree in 1941. A tour of duty with the United States Army Air Force followed during World War II. Gary was a navigator, engaged in combat service with the Eighth Air Force in England, and was later with the Air Transportation Command, ferrying bombers to the Pacific Theatre of Operations.

Following the War, Gary returned to the University of California, where he received his J.D. degree in 1948. He was a member of Order of the Coif, and article editor of the Boalt Hall Law Review in 1947-1948. Following graduation from Law School, he served in Washington as law clerk with Justice William O. Douglas of the United States Supreme Court.

Gary joined the Lillick firm in San Francisco in 1949 and was made a partner in 1959.

His legal work has been in a number of fields, including labor law, taxation, estate planning and legal business advice.

He has been interested in the Sierra Club Foundation and is past secretary and vice president of that organization.

His interests include music, theatre, photography and politics, and he keeps well informed in all these fields.

GORDON L. POOLE

Gordon L. Poole is another midwestern native who was transplanted to California. He fitted into the Lillick maritime law practice quite naturally, as his father was for some years Vice President of American President Lines.

Gordon attended preparatory school in Palo Alto and Menlo Park. He then went east to Harvard and graduated magna cum laude. He continued through Harvard Law School and then returned to California, joining the Lillick firm in San Francisco in 1954. He became a partner in 1963 after a term in the Washington office, where he helped develop important background for work in ship financing, both for operations and construction and in regulatory activity of all kinds, primarily working with the Maritime Administration and Federal Maritime Commission.

Gordon had Army service just after World War II and later spent a year in Korea during the Korean War.

He is a staunch and active Republican and church warden, and a member of the Bohemian and other Clubs. Among other hobbies, he collects maritime artifacts.

LAWRENCE D. BRADLEY, JR.

Lawrence D. Bradley, Jr., another native Californian, born in Santa Monica, attended the United States Coast Guard Academy, graduating in 1942. World War II was then on, and Larry served in the United States Navy as a deck officer, an ensign and later, a Lt. Commander. Following the War, on assignment from the Navy to the Department of State, he worked on the International Conference on Safety of Life at Sea in London. He was Executive Secretary of the United States Committees for preparing proposals for the International Conference on Safety of Life at Sea, 1946-48.

He then attended Stanford University Law School, where he was Order of the Coif and president of the Stanford Law Review. He joined the Lillick firm in 1950 and became a partner in 1959.

Larry has specialized in major maritime matters and considers some of his most interesting trials the CONTENDER scuttling case, the AZOREANA/ANTOINETTE B collision, the TAMPICO scuttling and the GLOMAR III pipeline damage case. He has also handled ship financing. He has been a lecturer in law at the University of Southern California since 1952, teaching admiralty law.

Larry was a member of the Board of Directors of the Junior Foreign Trade Association of Southern California. He has attended a number of the Comite Maritime International Conferences. He is a member of the American, California and Los Angeles Bar Associations; also the Maritime Law Association of the United States, in which he is presently serving as a member of the Executive Committee.

He is also a member of the Institute of Navigation, the Propeller Club of the United States, the California Club, the Chancery Club and the California Yacht Club.

Larry is an ardent yachtsman, and sailed his yacht the CONCEPTION in the 1974 Mazatlan and 1975 Transpacific races, in which he made excellent showings, both in class and overall ratings.

Larry served as Managing Partner of the Los Angeles office in 1975.

JOHN F. KIMBERLING

John F. Kimberling, a native of Indiana, attended Purdue and Indiana Universities. He obtained a J.D. degree at the Indiana University School of Law. After a short term of practice in Muncie, Indiana, he came to California and joined the Lillick firm in 1953, becoming a partner in 1963.

Meantime, he had experience in the Navy during both World War II and the Korean War, having achieved the rank of Lieutenant in the United States Naval Reserve at the time of his release from active duty in 1953.

Jack is a member of the American, Maritime, California and Los Angeles County Bar Associations. He is a Fellow in the American College of Trial Lawyers.

He has been active in civic affairs and was president of the Los Angeles Junior Chamber of Commerce in 1961. He is a member of Town Hall; the Executive Committee of the Los Angeles Mayor's Advisory Committee on Human Relations; a trustee of the Los Angeles Junior Chamber of Commerce Art Foundation; and the Friends of the Los Angeles County Art Museum. He served as director and vice president of the Ebony Showcase Foundation and is a director and vice president of the Los Angeles Ballet Company. Other activity has been with the National Association for the Advancement of Colored People, the American Civil Liberties Union, the Los Angeles County Republican Central Committee and other cultural, social and community organizations.

Jack also serves as a member of the Board of Directors of the Mitsui Bank of California.

He is a member of Chancery Club and the California Club in Los Angeles.

GRAYDON S. STARING

Graydon S. Staring was born in New York and attended preparatory school in that state and at Hamilton College, where he graduated with honors in 1947. He obtained his J.D. degree at the University of California in 1951.

Gray was an instructor in public speaking at Hamilton College. After graduation from Law School, he served in the office of the General Counsel of the Navy Department as counsel for MSTS and later with the Department of Justice, Admiralty and Shipping Section. He also had active sea duty in the Navy and is presently a Commander in the U. S. Naval Reserve, retired, having been deck officer during World War II.

Gray joined the Lillick firm in San Francisco in 1960 and became a partner in 1965. He has been active in Bar Association work, civic affairs and the Propeller Club of the United States. He was secretary and treasurer of the Bar Association of San Francisco, and chairman of the Federal Courts Committee of the California State Bar. He is presently vice president of the Legal Aid Society of San Francisco. He is also chairman of the Maritime Insurance Committee of the Insurance, Negligence and Compensation Section of the American Bar Association. He is a member of the World Trade Club of San Francisco. He has authored a number of Law Review articles. He is also an assistant editor of American Maritime Cases.

Gray has had both trial and appellate experience, and his writing played a role in such landmark cases as Cooper Stevedore & Company vs. Kopkee and United States vs. Reliable Transfer Company. He is now head of the casualty department in San Francisco.

JOHN W. FORD

John W. Ford, another native San Franciscan, graduated from the California Maritime Academy and before finishing law school, spent a couple of years in the Navy as Gunnery Officer on a Destroyer in the Far East during the Korean War. The then graduated from law school at the University of San Francisco in 1954.

John spent several months in solo law practice in San Francisco and Sausalito and joined the Lillick firm in 1955. He became a partner in 1966.

John has utilized his maritime experience and specialized in admiralty law, putting primary emphasis on the defense of personal injury and death cases. He has done a great deal of trial work.

He is a member of the Propeller Club of San Francisco and the Golden Gate, St. Francis and Sausalito Yacht Clubs. He was Commodore of the latter.

ANTHONY E. LIEBIG

Anthony E. Liebig, a native of California and Los Angeles, obtained his A.B. at Stanford University and then attended Harvard Law School, where he received an LL.B. in 1954. He has been a lecturer in law at the University of Southern California and was an Associate of Adams, Duque & Hazeltine before joining the Lillick firm in July 1957. He became a partner in 1966.

Tony has specialized in entertainment law, real estate and general litigation. He is particularly able in appellate work.

He is a member of the American and Los Angeles County Bar Associations. He is also a member of The California Club, The Los Angeles Country Club and The Beach Club.

ROBERT R. VAYSSIE

Robert R. Vayssie, a native San Franciscan, received his preparatory schooling there, and then attended nearby Stanford University, both as an undergraduate and through Law School. Prior to beginning his legal education, he spent some time as resident manager of a small San Francisco hotel.

During World War II, Bob served with the Third Infantry Division in the European Theatre and for a year after hostilities ceased, carried on as part of the Occupational Force. In Europe he accumulated a Purple Heart, two Bronze Stars and a Combat Infantryman's Badge. He was recalled for military duty during the Korean War, and served as Executive Officer of a Heavy Mortar Company, picking up a second Infantryman's Badge.

Bob joined the Lillick organization in 1956 and became a partner in 1964. He has specialized in estate, trust and business law and in litigation.

Bob is bilingual in English and French and has long been active in various French-American activities. He is a past president and director of the French Hospital in San Francisco, a director of the French-American Bilingual School and participates in other French organizations. He is also a director of the Santa Margarita Land and Cattle Co. and a member of the Board of Trustees of Castillejo School in Palo Alto.

Bob is also a member of the French Club and Bankers' Club in San Francisco and a member and past director of the Menlo Country Club in Menlo Park, where he maintains a low golf handicap.

Bob is presently Managing Partner of the San Francisco office.

KENNETH E. KULZICK

Kenneth E. Kulzick was born in Wisconsin. He took preparatory education at the United States Coast Guard Academy, Fordham University and Marquette University. After serving as an air intelligence and public information officer aboard aircraft carriers during the Korean War, Ken studied law and obtained his LL.B degree at the University of California at Los Angeles, where he was a member of the Board of Editors of the Law Review.

His first legal experience was in the honor graduate program as a trial attorney with the Admiralty and Shipping Section of the United States Department of Justice in San Francisco. He was later an Assistant United States Attorney in Los Angeles and an instructor in the Naval Reserve Officer School at the University of Southern California.

Ken joined the Lillick firm in 1958 and was made a partner in 1966. He has had a variety of experience. For some years he worked primarily on maritime cases, but during the past twelve years his field has been entertainment law, particularly television work for American Broadcasting Company and other clients.

He is a member of the Los Angeles Copyright Society and president elect of that organization.

Among interesting entertainment cases Ken includes the defense of the BURKE'S LAW television series against a charge of plagiarism by actor-director Paul Henreid, jury trials defending the CBS program AIR POWER and THE VERDICT IS YOURS series against infringement claims and the defense of ABC for improper cancellation of QUEEN FOR A DAY. The latter case, coming shortly after several major changes in the California view of parole evidence admissibility, has resulted in industry practice changes in the handling of program contracts and terminations.

Even though the entertainment field ultimately replaced Ken's first areas of legal activity, he recalls with pleasure a number of maritime collision, stranding and salvage cases, especially DONA AURORA vs. City of Long Beach, a pilotage case involving the collision of a Philippine merchant vessel with the Long Beach breakwater. That case also led to changes in the port tariff regulations.

If Ken had his choice, he'd like to keep alive his admiralty interest, perhaps by defending a new television series involving a salvage master and piracy by a retired tug captain!

PARTNERS ADMITTED AFTER 1966

H. Donald Harris, Jr., who was born in South Africa, came to New York at age eight. He attended Phillips Andover Academy and Harvard College, where he graduated cum laude. He then attended Harvard Law School. After two years practice in Connecticut, he came West and became a Lillick associate in San Francisco in 1959. He was made a partner in 1968 and has been active in various admiralty matters, particularly collision cases, including cases involving personal injuries and deaths. He has also handled aircraft crash cases and general corporate and tax matters. He enjoys trout fishing, wilderness outings and has been an active member of the Sierra Club.

David L. Hayutin, an Arizonan by birth, attended the University of Southern California, both undergraduate and law school. He was also an honor graduate of the United States Naval School, Naval Justice, Newport, R.I. He joined the Lillick firm in 1957 in Los Angeles after a year's experience in the legal office of the United States Naval Amphibian Base in Coronado. He was made a partner in 1968 and has handled maritime work, specializing in cargo cases, and in recent years has been active in business affairs, particularly for Nissan Motor Co., importers of Datsun cars.

Robert E. Fremlin, originally a Canadian, attended the University of Michigan, earning a B.S.E. in Naval Architecture and Marine Engineering, and an L.L.B. in Law School. He started his career with the well known naval architectural firm of Gibbs & Cox in New York. However, in 1959 he gave up naval architecture and joined the Lillick firm in San Francisco. He spent a period of time in charge of the Washington office, and is a member of the District of Columbia Bar. After his return to San Francisco, he became a partner in 1969. He handles general maritime work, including injury cases in particular, and also takes care of entertainment law problems in San Francisco. He has been a lecturer at the San Francisco Law School.

Frederick W. Wentker, Jr., a Chicagoan, studied at Carleton College and the University of Chicago Law School. After military service, he practiced law in Illinois, and was an Assistant Attorney General of the state. He joined the Lillick organization in San Francisco in 1961, became a partner in 1969, and has specialized in the defense of maritime personal injury cases, particularly those including injuries to the extremities, which require orthopedic service.

Stephen F. Keller, a Los Angeles native, obtained degrees in Business Administration and Law at the University of California. After graduate law study at the University of Southern California, he began his legal career in the Lillick Hollywood office, engaging in many phases of entertainment law. When the Hollywood office closed, he shifted downtown, became a partner in 1970 and has been particularly active in business and corporate law, and in trusts and estates. Steve has been quite active in civic affairs, and in several associations and clubs. He is a Director of the Japan California Bank, the California Club and other corporations. Presently, he is serving as Managing Partner of the Lillick firm in Los Angeles. Steve is a member of the Beach Club and the Los Angeles Country Club.

Francis J. MacLaughlin, an Iowan by birth, attended Yale as an undergraduate and obtained his J.D. degree at the University of Michigan. He gained experience in the United States Navy General Courts-Martial in Boston and San Diego, then as Claims Officer for the Eleventh Naval District. He joined the Lillick firm in 1963, becoming a partner in 1970. Rusty has had experience in a broad range of admiralty cases, both major marine casualties and personal injury and death claims.

Robert McGrouther, Jr., a native Californian, attended Stanford both as an undergraduate and through Law School. After two years' active duty in the Navy, he joined the San Francisco office, earning partnership in 1971, and presently handles defense personal injury cases. He specializes in cases involving injuries to the head and nervous system, encompassing the fields of psychiatry, neurology, ophthalmology and ear, nose and throat.

R. Frederic Fisher was born in Missouri and attended Principia College. He then graduated from Stanford Law School and was on the Law Review and an articles editor. He spent a year as law clerk to Roger Traynor, then Associate Justice and later Chief Justice of the California Supreme Court. He joined the Lillick firm and became a partner in 1971. Fred specializes in regulatory work with the Federal Maritime Commission, the Interstate Commerce Commission and other regulatory bodies. He is interested in skiing and hiking, and has been active in the Sierra Club.

Alf R. Brandin, another native Californian, attended Stanford as an undergraduate, and obtained his L.L.B. at Harvard Law School. After experience with the Judge Advocate General's office, he joined the Lillick firm in 1963 and became a partner in 1972. Alf has been active in litigation, handling both maritime and general business trials.

David Strain, an Ohioan, attended Carleton College where he graduated magna cum laude with a Phi Beta Kappa key. He then attended both Harvard and Stanford Law Schools, following with a tour of duty in Nigeria, with a United States Peace Corps law project. He joined the Lillick firm in 1966, was made a partner in 1972 and specializes in general business and tax law.

Tristam B. Brown, another native Californian, obtained both his B.A. and L.L. B. degrees at the University of California. After service in the United States Army Intelligence Branch, he joined the Lillick firm in 1965 and became a partner in 1973. Tris specializes in personal injury defense, particularly in cases involving injuries to the chest, the cardiovascular system and connective tissues.

Kenneth R. Chiate was born in Arizona, attended Claremont College in California and then obtained a J.D. degree cum laude at Columbia University Law School. He did post-graduate work at the University of Southern California Law School, and became a Lillick Los Angeles associate in 1966. After a leave of absence to become law clerk to United States District Judge Walter E. Craig in Arizona in 1970, Ken returned to the Lillick office where he became a partner in 1973. He specializes in litigation, and does trial work primarily in maritime matters. He is active in a number of bar associations and committees.

D. Thomas McCune, born in Delaware, attended Princeton and then went West to Stanford Law School. He had military service in the Navy, and spent a year as law clerk to Judge Solomon of the California Court of Appeals. He joined the Lillick firm in 1965 in San Francisco, becoming a partner in 1973. Tom specializes in the defense of cargo damage, charter party claims and P & I matters, other than personal injury claims.

Warren W. Wilson, a West Virginia native, attended Stanford as an undergraduate and then obtained his L.L.B. at the University of Michigan Law School. Warren was law clerk to Justice Gilbert H. Jertberg of the Ninth Circuit Court of Appeals, and joined the Lillick firm in San Francisco in 1965, becoming a partner in 1973. He engages in admiralty casualty work.

William F. Broll was born in Atlantic City, attended Lawrenceville and Stanford and obtained his J.D. degree at Wisconsin Law School, where he was on the Law Review and a member of Order of Coif. After being admitted to the Wisconsin Bar, he came to California, where he joined the Lillick firm in San Francisco, 196 , becoming a partner in 1974. He handles estate planning, probate, guardianship, conservatorship, tax and real property matters. He has written and lectured for Continuing Education of the Bar in California.

Michael D. Dempsey, another native of Los Angeles, attended San Fernando Valley State College, where he graduated magna cum laude. He then obtained his legal education at the UCLA School of Law, where he was on the Law Review and a member of Order of Coif. He joined the Lillick firm in Los Angeles in 1968, and became a partner in 1974. He specializes in admiralty and general litigation and also does work in products liability litigation.

Thomas H. Durff attended Southwestern College in Tennessee, where he was born. He then graduated from the University of Virginia Law School, where he was a member of Order of the Coif and notes editor for the Virginia Law Review. He joined the Lillick firm in Los Angeles in 1967 and became a partner in 1974. He has been instructor at the UCLA Law School. He specializes in corporate and business law. He is a member of the Stock Exchange Club.

Alexander K. Farrand, another Los Angeles native, attended Pomona College and the University of California. He obtained his J.D. degree at the University of Southern California, following a short time during which he taught history at the Orme School in Arizona. Alex had training in real estate law with Richard P. Roe, joined the Lillick firm in Los Angeles and became a partner in 1974. He is handling real estate, financing, acquisition, development, leasing, title and merger matters.

Ronald S. Hartwick came to California from Wisconsin. He attended Yale University, both as an undergraduate and in Law School. He was a summer associate at the Lillick, Los Angeles, office for two summers, became an associate in 1968 and a partner in 1974. Ron is specializing in tax matters of all kinds and also handles estate planning, and probate and trust matters. He is a member of the California Club and the Los Angeles Country Club.

Thomas E. Kimball, another Los Angeles native, is also another Stanford man, both undergraduate and Law School. He joined the Lillick firm in San Francisco and became a partner in 1974.

Thomas F. Melchior, another Iowan, who migrated to California, attended Duke University and the University of Michigan Law School, where he graduated cum laude in 1968. He joined the Lillick firm in Los Angeles immediately after graduation from Law School and became a partner in 1974.

Michael E. Meyer was born in Berkeley and educated there. He then attended the University of Wisconsin and obtained a J.D. degree at the University of Chicago Law School. He joined the Lillick firm in Los Angeles in 1966 and became a partner in 1974. Mike is very active in a number of associations, and handles a broad range of legal work, including labor matters, banking law and general business and corporate work. He is a member of the University Club.

David W. Condeff, another native Californian, attended the University of California. Dave then obtained a J.D. degree at the University of California in Los Angeles. He joined the Lillick firm in San Francisco in 1967 and became a partner in 1975.

Stephen C. Johnson, another Berkeley Californian, also attended the University of California, both undergraduate and Law School. He was active in student affairs, and in athletics, particularly varsity crew, and received the award of "All University Athlete" in 1964. He joined the Lillick firm in San Francisco in 1969 and became a partner in 1975. He does work in maritime and business law and is active in litigation.

Stanley F. Farrar, another native Californian, attended the University of California, both undergraduate as a Phi Beta Kappa and through Law School. He had legal experience with the Indian Law Institute in New Delhi, India, and spent a year with Sullivan & Cromwell in New York. Stan then returned to California and joined Lillick in Los Angeles in 1973. He was made a partner in 1975 and is devoting his efforts to business and corporate law, particularly banking.

Jeffrey M. Bucher joined Lillick in Los Angeles as a partner in January 1976, following some years' experience in banking as an officer of the United California Bank and a member of the Board of Governors of the Federal Reserve System in Washington. Jeff, another Los Angeles native, attended Occidental College and obtained his J.D. degree at Stanford Law School in 1957. The intervening years have been spent in banking, and he will specialize in banking law as a member of the firm.

Anthon S. Cannon, Jr., comes from Mormon country, as a native of Utah, where he received his preparatory and college education. After graduation from the University of Utah, he attended Harvard Law School and received an LL.B in 1965. Later, at New York University Law School, specializing in taxation, he earned an LL.M. degree in 1971. He practiced in New York with the Milbank, Tweed firm until July 1975, and then joined Lillick in Los Angeles. He was made a partner in June 1976 and concentrates on taxation law.

SUMMARY OF LILLICK PARTNERSHIPS

The first partnership was formed August 1, 1928, with Ira S. Lillick, J. Arthur Olson, Theodore M. Levy and Chalmers G. Graham as partners.

In 1929, Joseph J. Geary was made a partner.

In May 1929, the firm formed an association with Edward R. Young and H. Richard Kelly and opened an office in Los Angeles.

In 1934, John C. McHose and Allan E. Charles became partners, and Graham left the firm.

In 1937, Gilbert C. Wheat and James L. Adams became partners and the association in Los Angeles with Young and Kelly was terminated.

In 1939, Levy died.

During World War II, Wheat was in the Navy and McHose and Adams were with the War Shipping Administration.

In 1945, Augustus F. Mack, Jr., Edwin L. Gerhardt and Donn B. Tatum became partners.

In 1946, Mack left the firm.

In 1947, William A. C. Roethke, Harry L. Haehl, Jr. and L. Robert Wood became partners.

In 1950, Edward D. Ransom and Reid R. Briggs became partners, and Tatum left the firm.

In 1953, Robert P. Myers became a partner.

In 1956, William H. Brainerd, Tom Killefer, Gordon K. Wright and John F. Porter became partners.

In 1958, Geary died and Olson retired.

In 1959, Frank L. Adamson, Lawrence D. Bradley and Gary J. Torre became partners and Killefer left the firm.

In 1961, Porter left the firm.

In 1963, Willard J. Gilson, George W. Hellyer, John F. Kimberling and Gordon L. Poole became partners.

In 1964, Myers left the firm.

In 1965, Graydon S. Staring and Robert R. Vayssie became partners and Roethke died.

In 1966, John W. Ford, William D. Keeler, Kenneth E. Kulzick and Anthony E. Liebig became partners.

In 1967, Lillick died.

In 1968, H. Donald Harris and David L. Hayutin became partners. Hellyer left the firm, and Adams died.

In 1969, Robert E. Fremlin, Frederick E. Wentker and David B. Toy became partners, and Keeler left the firm.

In 1970, Stephen F. Keller and Francis J. MacLaughlin became partners.

In 1971, Robert McGrouther, Jr., R. Frederic Fisher and Rufus v. Rhoades became partners and Gilson left the firm.

In 1972, Alf R. Brandin and David Strain became partners, and Wheat and Wood retired.

In 1973, Tristam B. Brown, III, D. Thomas McCune, Warren W. Wilson, Kenneth R. Chiate and Pamela Ann Rymer became partners, and Frank L. Adamson left the firm.

In 1974, William F. Broll, Thomas E. Kimball, Michael D. Dempsey, Thomas H. Durff, Alexander K. Farrand, Ronald S. Hartwick, Thomas F. Melchior and Michael E. Meyer became partners, and Rhoades and Durff left the firm. Charles, McHose and Gerhardt retired as partners; Charles and McHose continued in of counsel status and remained active in the firm.

In 1975, David W. Condeff, Stanley F. Farrar and Stephen C. Johnson became partners, and Brainerd retired. David B. Toy and Pamela Ann Rymer left the firm October 1. Thomas H. Durff returned as a partner and Stephen C. Johnson was made a partner on October 1.

In January 1976, Jeffrey M. Bucher became a partner, and in June, Anthon S. Cannon, Jr. was made a partner.

The firm has thus grown from five partners in 1928 to Forty in 1976.

Former partners, now deceased, include Lillick, Olson, Levy, Geary, Graham, Roethke, Adams and Mack. Young and Kelly are also deceased.

Former partners fully retired are Wheat, Gerhardt and Brainerd. Formers partners semiretired, but still active in Of Counsel status, are McHose and Charles.

There have thus been a total of sixty-five partners admitted to the firm. Of these, eight are deceased, three have fully retired, two have taken Of Counsel status but remain active, and others have left the firm at various times. Three of the best known of the latter were Chalmers G. Graham, deceased, who founded the firm of Graham & James, Donn B. Tatum, now Board Chairman of Walt Disney Productions and Walt Disney World, and Tom Killefer, now president and chief executive officer of the United States Trust & Guaranty Corporation in New York.

PARTNER MEETINGS

Prior to formation of the partnership, and for some time thereafter, Ira Lillick kept a careful watch over virtually all activity in the office. A weekly conference was held at which all current active matters were reviewed. Each man working on a case briefly reported the status. Suggestions for action were invited and anyone present could offer comments.

As the volume of work increased, this conference procedure became more and more difficult, and finally, completely impractical. Review of letters to clients also became impossible.

However, copies of letters written to clients by all Lillick offices, are still prepared. San Francisco and Los Angeles exchange copies of all outgoing correspondence. In this way, each office can be advised generally of what is going on in the other. Sometimes valuable suggestions or ideas are exchanged as a result.

At first, partners' meetings were irregular. After the Los Angeles office was opened, meetings were held usually when a Los Angeles partner had some occasion to visit San Francisco.

After a few years, however, it became the practice to hold an Annual Partners' Meeting, at which matters of policy were discussed, admission of new partners agreed upon and participation of partners determined.

Since World War II, Annual Partners' Meetings, usually in November each year, have been scheduled. The recent practice is to hold meetings alternately--one year in the North near San Francisco, and the next in the South near Los Angeles.

LILLICK PARTNER MEETINGS

1952	Menlo Country Club, Menlo Park
1954	Bohemian Grove, Russian River
1955	Ojai Valley Inn, Ojai
1956	Menlo Country Club, Menlo Park
1957	Ojai Valley Inn, Ojai
1958	Menlo Country Club, Menlo Park
1959	Ojai Valley Inn, Ojai
1960	Del Monte Lodge, Pebble Beach
1961	Ojai Valley Inn, Ojai
1962	Menlo Country Club, Menlo Park
1963	Ojai Valley Inn, Ojai
1964	Menlo Country Club, Menlo Park (Charles)
1965	Menlo Country Club, Menlo Park (Charles)
1966	Menlo Country Club, Menlo Park (Charles)
1967	Ojai Valley Inn, Ojai
1968	Mark Thomas Inn, Carmel
1969	Ojai Valley Inn, Ojai
1970	Claremont Hotel, Oakland
1971	Coronado Hotel, Coronado
1972	Silverado Country Club, Napa
1973	La Quinta, Palm Desert
1974	Quail Lodge, Carmel Valley
1975	Canyon Hotel, Palm Springs
1976	Del Monte Lodge, Pebble Beach

L'ENVOI

The respect and affection Herbert Hoover had for Ira Lillick, his Stanford classmate and lifelong friend, grew as the years passed. In 1948, the former President wrote a letter to a friend in Nevada who had asked him to recommend a lawyer. The letter stated:

> "The most conscientious lawyer I know is Mr. Ira S. Lillick at the Robert Dollar Building in San Francisco."

Although Lillick destroyed most of his personal papers, a few remain. One is a note on which he wrote: "7/18/60. Handed to me by H.H. at noon today." The note read: "Dear Ira, That secret I told you is known only to you so please keep it. H.H."

On Christmas day, 1960, Lillick was a guest of the former President for dinner in the Hoover apartment in the Waldorf-Astoria Towers, New York. The other guests were General of the Army and Mrs. Douglas MacArthur.

The host presented his California guest with a Tiffany & Co. Acutron wristwatch as a Christmas gift. On the back was engraved:

> "HH to ISL
> 12-25-1960"

The former President died in 1964 at the age of 90.

His lawyer friend died in 1967 at the age of 91.