

Feb. 19, 1935

Mess'rs. Eidlitz French & Sullivan,  
110 East 42nd Street, New York City.

Gentlemen:

Enclosed are confirmations of today's telegrams.

This is to suggest that your client take plane or train for Reno and on arrival go to the Riverside Hotel, register with residence "Reno, Nevada", and at his (or her) convenience call me at my office, phone 3195, and we will arrange an appointment and after going over the case, I can better determine the matter of counsel, and then prepare a proper power of attorney and send ~~to~~ you for execution, with such further suggestions as may be advisable.

If a possible absence abroad is immediately contemplated, you need feel no anxiety, as there will be ample time during the six weeks period of residence within which to secure the proper authority to enter an appearance, as this cannot be done until after the case is filed, which of course will not be done until the residence period is completed.

Should the hotel named prove unsatisfactory, I shall be glad to assist in securing more desirable quarters.

I believe the telegrams cover the situation sufficiently for the initiation of your purposes, but I will write you more fully after going over the matter with your client as above proposed.

Sincerely,

B/H

CLASS OF SERVICE DESIRED	
DOMESTIC	FOREIGN
TELEGRAM	FULL RATE CABLE
DAY LETTER	DEFERRED CABLE
NIGHT MESSAGE	NIGHT CABLE LETTER
NIGHT LETTER	WEEK-END CABLE LETTER
SHIP RADIOGRAM	RADIOGRAM

Patrons should check class of service desired, otherwise message will be transmitted as a full-rate communication.

# Postal Telegraph

THE INTERNATIONAL SYSTEM

Commercial  
Cables



All America  
Cables

Mackay

Radio

RECEIVER'S NUMBER
CHECK
TIME FILED
STANDARD TIME

Send the following message, subject to the terms on back hereof,

which are hereby agreed to

Form 2

February 19, 1935.

KIDLITZ, FRENCH AND SULLIVAN  
110 East 42nd Street,  
New York City.

ACTUAL RESIDENCE SIX WEEKS BEFORE FILING COMPLAINT STOP IF NO CONTEST  
AND APPEARANCE AUTHORIZED FOR DEFENDANT FINAL DECREE SAME DAY STOP  
GROUNDS IMPOTENCY, ADULTERY, ONE YEAR DESERTION, ONE YEAR FAILURE TO  
PROVIDE, CONVICTION OF FELONY, MENTAL OR PHYSICAL CRUELTY, TWO YEARS  
INSANITY, LIVING APART FIVE CONSECUTIVE YEARS WITHOUT COHABITATION STOP  
BE GLAD TO HANDLE MATTER.

GEO. A. BARTLETT

PAID CHARGE.  
DAY LETTER

February 21, 1935.

Eidlitz, French and Sullivan, Esqrs.,  
110 East 42nd Street,  
New York City.

Gentlemen:

Pursuant to your wire of 21st, I enclose to you herewith, Power of Attorney which our client may execute before a Notary or Clerk of a Court that may be convenient, and which he may return to me.

There is no objection, really, to the execution of this instrument prior to the arrival of plaintiff in Reno and my only reason for suggesting to you that it is preferable is due to the fact that I have a sort of personal attitude about the matter because of the attitude of the New York Courts towards "collusive divorces"; personally this character of collusion is not at all objectionable to me and should not be to a Court. Collusion as to cause of action may not be within the proper boundaries, but certainly there should be no objection to attorneys taking every honorable step necessary to correct an unhappy marital situation.

It is, of course, unnecessary for our client to take a Power to London for execution after plaintiff should arrive here. The enclosed Power will answer every purpose.

I have some friends traveling in India at this time, but they are on the move and it would be difficult for me to indicate where they might be at any particular date; if I could, I should be glad to have your client contact them, because they are very charming people.

Very sincerely,

G.A.B: EHH

P. S. If you deem it better to have plaintiff go direct to an attorney, I suggest the name of E. W. Cheney, Cheney Building, Reno, Nevada, or she may follow the course indicated in my letter.

STEPHEN G. WILLIAMS

110 EAST 42<sup>ND</sup> STREET

BOWERY SAVINGS BANK BUILDING

NEW YORK CITY

ASSOCIATED WITH  
EIDLITZ, FRENCH & SULLIVAN

February 25, 1935.

TELEPHONE ASHLAND 4-8740  
CABLE ADDRESS "VICAR"

George A. Bartlett, Esq.,  
Cheney Building,  
Reno, Nevada.

Dear Sir:

Herewith I acknowledge receipt of your letter addressed to Messrs. Eidlitz, French & Sullivan who, in my absence from the office on a short vacation, took care of the proposed divorce matter.

Thank you for the two powers of attorney enclosed which my client will execute now in New York or within a few days but probably before his wife will reach Reno. My client's name is Gunnar Axel [REDACTED].

If the divorce can possibly be kept out of the newspapers, it would be very desirable for several reasons. One is that Mr. [REDACTED] had a blackmail suit brought against him - every charge in the complaint but one absolutely false. The case has been settled by a trivial payment of a few hundred dollars although the suit was brought for a million. The plaintiff's attorney gave an interview with a reporter in which he gave him all the charges made except one and so far as possible we would not wish a repetition of an article of similar character, which might well take place if it is known.

I understand that you should be informed of any agreed settlement to be made between the parties. If I am correct or not in this matter, please let me know by air mail.

George A. Bartlett, Esq.

-2-

2/25/35

Is there any objection to Mr. [REDACTED] taking his wife  
out to Reno and leaving her there?

Very truly yours,

*Stephen S. Lewis*

SGW/R

February 27, 1935.

Stephen G. Williams, Esq.,  
110 East 42nd Street,  
New York City.

Re: [REDACTED]

Dear Mr. Williams:

This is just to answer your favor of the 25th  
re: [REDACTED]. Be assured that I will do everything possible  
to avoid publicity.

I told Mr. Eidlitz over the phone today to  
see that Mrs. [REDACTED] merely uses her own given name, in-  
stead of her husband's given name when she registers at  
the hotel and to give Reno as her residence. This will  
be one method of keeping the news hounds from getting a  
start on the matter, and privacy will be continued in every  
step thereafter.

In the event that it may seem advisable, I  
may take our client to one of the other counties in the  
State at the time of trial, which is quite within the law,  
so long as it is within the State of Nevada.

I have discussed fully with Mr. Eidlitz, the  
matter of Agreement between parties, of which, he will  
have no doubt have advised you before this. He informs me  
that Mr. [REDACTED] does not intend to make the Western trip.

Very sincerely,

G.A.B:EHH

**STEPHEN G. WILLIAMS**

110 EAST 42<sup>ND</sup> STREET

BOWERY SAVINGS BANK BUILDING

NEW YORK CITY

ASSOCIATED WITH  
EIDLITZ, FRENCH & SULLIVAN

March 7, 1935

TELEPHONE ASHLAND 4-8740  
CABLE ADDRESS "VICAR"

George A. Bartlett, Esq.,  
Cheney Building,  
Reno, Nevada.

My dear Judge Bartlett:

Owing to rush of business and awaiting until a contract was signed between Mrs. Gunnar [REDACTED] and Mr. Gunnar [REDACTED], I have failed to answer your letter of February 27th. I am enclosing herewith two powers of attorney signed and acknowledged by Mr. [REDACTED], one in the name of Gunnar [REDACTED] by which he is generally known, and another signed Axel Gunnar [REDACTED], which is the name under which he was married and which he used in signing the settlement agreement or contract.

When our Mr. Markle telephoned you in regard to fees, we were not aware of what the settlement would be. It is much larger than anticipated but one of his family is assisting him in paying this annual allowance and we do not know how much he himself is to pay. In view, however, of the rather large settlement, we feel here that the amount of your fees and that of Mr. Cheney should be increased from a total of \$500. to a total of \$750., which I am confident you will approve of.

The following is an extract from the settlement agreement which should be inserted in the decree and the settlement agreement submitted to the Court and then returned to us:

3/7/35

"Such judgment, order or decree shall provide, in substance, that no provision for alimony or for the support and maintenance of the Wife is made in said judgment, order, or decree for the reason that the parties have agreed upon a property settlement and that the court has approved the same".

I trust I am correct in stating the method used in the courts but there will be ample time to hear from you.

I understand that Mrs. [REDACTED] will leave New York on Saturday or Sunday or at the latest on Monday or Tuesday and will arrive about three days later in Reno and will promptly communicate with you.

Your suggestion of having the trial in a county other than Washoe is satisfactory to both Mr. and Mrs. [REDACTED] as neither of them wish publicity, especially because of a blackmail suit which was brought against Mr. [REDACTED] sometime ago but was settled, but if news of a divorce comes out, there will probably be some muckraking.

Very truly yours,

*Stephen G. Williams*

SGW/R

encs

March 19, 1935.

Stephen G. Williams, Esq.,  
110 East 42nd Street,  
New York City.

My dear Mr. Williams:

Please accept my apology for delay in acknowledging your favor of the 7th, which arrived just before Mrs. [redacted] last week.

I have been waiting to have a further talk with her and to have her go over the situation with Mr. Cheney. They only had a short social chat on the evening of her arrival Thursday and then she and Mrs. Bartlett thought they would look over the lights of the city that evening; and the next evening also -- Mrs. [redacted]'s friends, the Burnetts, having driven in from Los Angeles that day-- and on the following morning, Mrs. [redacted] motored over to California with the Burnetts for a couple of days visit with them at San Francisco, expecting to return yesterday or today. So far, she has not arrived home.

Please do not be anxious about this absence, because a couple of days can easily be made up as it is possible other days may have to be made up, because she desires to visit friends on the coast occasionally while here. This does not destroy residence, although I do not encourage it, and will try to see that the visits are exceedingly short and few. It simply means that she must live that much longer here before the six weeks residence is completed under our Law.

As soon as I have had a talk with her and Mr. Cheney, I will write you further and fully regarding the matter of the Agreement. Be assured that so far, we have been lucky as to publicity and I feel confident that all

Mr. Williams -2-

March, 19, 1935.

will go well and nothing develop that will cause either of the parties any embarrassment whatsoever.

Please accept my hearty appreciation for what, to me, is a first experience in the voluntary raising of a fee, as you have so gracefully suggested in your letter, and I need hardly assure you, which I do "approve of". I hope to have the opportunity of reciprocating some day. Meanwhile, my kindest wishes to you and to Mr. Bidlitz.

Very sincerely,

G.A.B: EHH

March 26, 1935.

Stephen G. Williams, Esq.,  
110 E. 42nd Street,  
New York City, N. Y.

Re: [REDACTED]

My dear Mr. Williams:

Mrs. [REDACTED] has been a bit worried because of your anxiety about her trip to San Francisco. Please be assured that this does not in any manner effect the legality and legitimacy of her Reno residence and her absence can easily be made up by a continued residence of sufficient time to include a complete actual physical residence within the State. Mrs. [REDACTED] was careful to inquire and asked me about the propriety of her taking the trip with the Burnetts, and I gave her the same answer, so she was, of course, not acting carelessly in the matter.

Relative to the settlement agreement, it is our usual practice to allege as a fact that an Agreement has been made settling all property rights, claims and demands of the parties, as of a particular date, and that such Agreement is fair, just and equitable and that the wife had the advice of independent counsel in its preparation. In the prayer, in addition to the demand for divorce demand is also made for the approval, confirmation and adoption of the Agreement. The Findings of Fact and Conclusions of Law carry a paragraph following the form of the allegation of the Complaint, holding that the Agreement is as alleged and that it should be approved, confirmed and adopted and merged in the judgment and Decree, whereupon the Decree itself follows the Findings as to the adoption of the Agreement, but only by reference and

March 26, 1935.

the inclusion of such provision taken from the Agreement, as may be deemed of particular importance.

At the time of trial, plaintiff testifies in support of the allegation referred to, of course, and identifies a copy of the Agreement, the general terms of which only are stated to the Court, usually by counsel, although I sometimes merely present the Agreement to the Court on the bench, who glances over it, in order to have a general knowledge of it and therefore be enabled to approve, confirm and adopt it; the said copy is then offered and received in evidence and sealed on motion of counsel, in order to avoid publicity.

For your information, also, the trial is had privately and the transcript of all testimony, when made by the reporter, is also sealed and not opened for inspection, save upon order of Court or at the request of either of counsel for the respective parties, or when needed as evidence in another proceeding. All of this is done for the purpose of avoiding publicity and is a right provided by statute and is granted, invariably, upon motion of counsel.

I have not seen the Agreement itself, which, of course, will be necessary, or at least that we have a copy of it, if the Agreement is to be adopted as indicated, but if the Agreement is not to be adopted in the Decree, then a mere reference to the fact that the parties have settled and agreed upon all property rights, claims and demands and that plaintiff is satisfied with the provisions of such Agreement, BUT, the prayer will not, of course, contain, under such circumstances, a demand for its approval and adoption and none, of course, would be made under the judgment, if the Court were not advised of its contents, but the Decree of Divorce would, of course, go through and be allowed, and the parties stand upon the Agreement, if so desired, without Court approval. If you decide to use the Agreement, having it approved, confirmed and adopted, which is always preferable, I would be glad to have you send a copy to Mr. Cheney or to me, so that it could be presented for the purpose outlined above, and filed in the proceedings, and the original to be returned, as you suggest.

My kindest regards to you and also to Mr. Eidlits.

Sincerely,

G.A.B:EHH

STEPHEN G. WILLIAMS

110 EAST 42<sup>ND</sup> STREET

BOWERY SAVINGS BANK BUILDING

NEW YORK CITY

ASSOCIATED WITH  
EIDLITZ, FRENCH & SULLIVAN

April 10, 1935

TELEPHONE ASHLAND 4-8740  
CABLE ADDRESS "VICAR"

Geo. A. Bartlett, Esq.,  
Cheney Building,  
Reno, Nevada.

Re: [REDACTED]

My dear Judge Bartlett:

Rather belatedly I am answering your letter of March 26th and I thank you for all the information therein contained.

The important question arises with us in regard to the filing of a copy of the settlement agreement with the Court and having it, as you write me, "confirmed and adopted and merged in the judgment and Decree".

Mr. [REDACTED], owing to the corporation of which he is an important officer, has business interests in Denmark, Sweden, Germany, France, England, Canada, United States, and many other foreign countries. Should it be necessary for him to state, as it might be in order to get a passport to some foreign country, that he has been divorced and was obliged to show the Decree of divorce, the authorities issuing the passport might insist upon further information as to what the settlement agreement was.

While it is, perhaps, fantastic to suggest that the settlement agreement contains anything which might be objected to, yet, not knowing the laws of Japan, China, Russia, etc., etc. and the other countries mentioned, there may be some provision in the laws of any such countries which would cause some difficulty to arise.

The question, therefore, is - can the Decree provide that a settlement agreement was submitted to the Court and approved, without having it made a part of the judgment and filed with the judgment.

Will you give me your best advice on this, and will you also send me with your letter two copies of proposed form of Decree, one of which I will wish to submit to the counsel for Mrs. [redacted]?

I am enclosing herewith a copy of the settlement agreement and in due course will send you an original copy, which latter I understand will be returned to me.

Am sorry to give you so much trouble.

Yours sincerely,

*Stephen G. Williams*

SGW/R

enc

*My com-  
to [unclear] [unclear]  
[unclear] [unclear] [unclear]  
[unclear]*

April 20, 1935.

Stephen G. Williams, Esq.,  
110 East 42nd Street,  
New York City.

Dear Mr. Williams:

I enclose to you herewith two carbon copies each of proposed Findings and Decree, in re: [REDACTED]. You will observe that I mentioned the maiden name of plaintiff, also the ground upon which the Decree is granted. Neither is ordinarily essential and the only reason for my doing so in this case is due to what you have suggested, relative to the foreign travel of our client. In a recent case in which I represented a Mr. Roux, the Decree, of which he presented an exemplified copy to the French Consul in New York, was held by the Consul to be insufficient, because of its failing to set forth the maiden name of his wife, or to mention the ground upon which the Decree had been entered, so I am taking my cue from that circumstance, in order to avoid a possible similar embarrassment upon Mr. [REDACTED].

You will also observe that I have not approved the Agreement, because, if the Court here approves the Agreement, a copy thereof must be introduced in evidence, after which it is sealed on motion of counsel, as is the transcript of the testimony, in accordance with the form which I am also enclosing to you, which is done in order to avoid publicity; but, as you seem disinclined to the adoption and confirmation of the Agreement, I feel very much inclined to believe that the word "approved" might have the same effect with foreign representatives. However, it is my judgment that it would be well to have the Court approve the Agreement and seal it, and in the event that the latter suggestion is adopted by you, and you wire me to that effect, which I ask that you please do, forthwith, I will change the last page of the Decree to conform to the language in the latter part of your letter of April 10, and add the words "and the Court has approved the same."

Mr. Williams -2-

April 20, 1935.

We are preparing for this event by having copy made of the Agreement you sent to me, so that we may use it, if you should so determine.

I hope all is satisfactory.

With kind regards,

Very sincerely,

G.A.B:EHH

N.B. It is our purpose to try the case April 29th, so I hope you will be sure to wire me.