

MOTION FILED

MAR 13 1970

In The
Supreme Court of the United States

October Term, 1969
No. **40** Original

COMMONWEALTH OF PENNSYLVANIA,
Plaintiff

v.

STATE OF NEW YORK, STATE OF FLORIDA,
STATE OF OREGON, COMMONWEALTH OF
VIRGINIA, and THE WESTERN UNION
TELEGRAPH COMPANY,
Defendants

MOTION FOR LEAVE TO FILE COMPLAINT
AND COMPLAINT

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GRAPH COMPANY,

Defendants

MOTION FOR LEAVE TO FILE COMPLAINT

*To the Honorable, the Chief Justice and the Associate
Justices of the Supreme Court of the United
States:*

The Commonwealth of Pennsylvania, by its Attorney General, William C. Sennett, respectfully asks leave of the Court to file against the State of New York, the State of Florida, the State of Oregon, the Commonwealth of Virginia, and The Western Union

Motion for Leave To File Complaint

Telegraph Company, a New York corporation, the Complaint which is submitted herewith.

WILLIAM C. SENNETT
*Attorney General of
Pennsylvania*

JOSEPH H. RESNICK
Assistant Attorney General
Attorneys for Plaintiff,
Commonwealth of
Pennsylvania

MICHAEL EDELMAN
Of Counsel

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GRAPH COMPANY,
Defendants

COMPLAINT

The Commonwealth of Pennsylvania, plaintiff, by William C. Sennett, its Attorney General, brings this original action against the State of New York, the State of Florida, the State of Oregon, the Commonwealth of Virginia, and The Western Union Telegraph Company, defendants, and alleges as follows:

I.

1. The plaintiff, the Commonwealth of Pennsylvania, and the defendants, the State of New York, the State of Florida, the State of Oregon, and the

Commonwealth of Virginia are States of the United States.

2. The defendant, The Western Union Telegraph Company, hereinafter referred to as "Western Union", is a corporation organized and existing under the laws of the State of New York, with its principal place of business located at 60 Hudson Street, New York, New York.

3. This is a civil controversy (a) between two or more States of the United States, and (b) between Western Union and States other than its State of incorporation, and is, therefore, within the original jurisdiction of the Supreme Court of the United States, under Article III, Section 2 of the Constitution of the United States, and of the United States Code, Title 28, Section 1251(a) (1) and (b) (3).

4. Western Union is joined as a party defendant because the subject-matter in controversy consists of moneys received by the company for telegraphic money orders, and the judgment prayed for will necessarily include an order directing the company to pay the amounts so received, or a portion or portions thereof, to one or more of the States named herein as parties, or to a State or States not named as parties, but which may, with the permission of the Court, intervene as a party or parties.

5. New York, Florida, Oregon and Virginia are the only States named as defendants herein, because they are the only States which, according to plaintiff's knowledge, are asserting rights which may be contrary to the claims of Pennsylvania. However, there

are potential claims of other States, not only with regard to the specific portion of moneys claimed by Pennsylvania out of amounts received by Western Union for money orders, but also with regard to any other portion thereof not claimed by Pennsylvania.

The plaintiff will, therefore, not only make service on the defendants, but will, upon the filing of this Complaint, also mail a copy of the Motion for Leave To File Complaint and Brief in Support of Motion and of this Complaint, to each of the States not named herein as defendant, in order that any other State desiring to assert a claim to any moneys received by Western Union for money orders may seek leave of this Court to intervene in these proceedings.

6. Western Union is, and was during the period here involved, authorized to do business in most of the States of the United States and in the District of Columbia, and, prior to divestment of its international operations on September 20, 1963, it was also authorized to do business in certain foreign countries.

On or about October 7, 1943, Western Union merged with Postal-Telegraph, Inc. and operating and sales subsidiary companies, and, in so merging, Western Union assumed the obligations of Postal-Telegraph, Inc. and subsidiary companies. To the extent telegraphic money orders of the predecessor companies resulted in obligations which were assumed by Western Union and are involved in this action, such telegraphic money orders are herein treated as if they were originally Western Union telegraphic money orders.

II.

7. In addition to its telegraphic message service, Western Union carries on a telegraphic money order service, receiving money from a purchaser of a telegraphic money order at one place for payment of the amount so received to a named person at another place. Telegraphic money orders are hereinafter referred to as "money orders" or "money order".

8. The company uses the term "sender" to designate the purchaser of a money order.

The term "sendee" is used hereinafter to designate the person to whom the money order directs the money to be paid.

The term "State of origin" or the term "place of origin" is used hereinafter to designate the State or place where the money order is purchased from Western Union and where is received from the sender the amount to be paid to the sendee.

The term "State of destination" or the term "place of destination" is used hereinafter to designate the State or place in which the money order directs the money to be paid to the sendee.

9. The procedure observed by Western Union in its telegraphic money order service is as follows:

a. The sender fills out a money order form at a Western Union sending office in the State or place of origin and gives it to the company's clerk, together with the money to be sent and the company's charges for sending it. A copy of a typical money order form is hereto attached, marked "Exhibit A".

All of the terms and conditions set forth in the money order are part of Western Union's tariffs on file with I.C.C., and also when required by the laws of any State, are part of Western Union's tariffs on file with the regulatory body of such State.

The form has blank spaces to be filled in by the sender, showing the amount to be sent, the name and address of the sendee, and the sender's name and address. In most cases the sender fills in the blanks, but in many cases he fails to fill in the space for his address. The clerk fills in the blanks showing the address of the office of origin, the date and hour the money order is purchased, and the company's charges.

The money order states that it is subject to the conditions printed on the face and back thereof. One of the conditions on the back is the following:

"Domestic money orders will be cancelled and refund made to the sender if payment cannot be effected within 72 hours after receipt at paying office . . ."

As to other money orders, the period fixed in the money order is 5 days or 10 days.

b. A receipt is given to the sender, a typical form of which is hereto attached, marked "Exhibit B".

c. The company's clerk at the office of origin then sends a telegraphic inter-office message to its paying office nearest the sendee's address

shown in the money order, directing the paying office to pay the money to the sendee.

The money received at the sending office for the money order is not sent to the paying office, but remains at the sending office and is intermingled with moneys collected there for telegrams and other receipts. The intermingled moneys are used for the purpose of paying any incoming money orders and other authorized expenditures of the sending office. Accumulation of surplus cash, if any, is deposited in a local bank account in the name of Western Union. Accumulation of excess funds, if any, in the local bank account is remitted to a Divisional Headquarters Cashier, who, in turn, remits to the company Treasurer.

d. In most cases, the sendee is notified by the paying office that a telegraphic money order has been received for the payment of money to him, and to call at the paying office, the address of which is given, to receive the money. A typical form of such notice is hereto attached, marked "Exhibit C".

In some cases, where the sendee is otherwise aware of the money order, notice may not be sent to him. In some cases the company attempts to give such notice, but is unsuccessful in the attempt.

e. Upon identifying himself at the paying office, the sendee is given a negotiable company draft, which he may endorse and cash immediately at the company's office, or keep for future

use. A typical form of draft is hereto attached marked "Exhibit D".

In some instances, the sendee does not call for the draft, but, by request of the sender or sendee, it is sent to the sendee.

f. If the sendee cannot be located, or if, after notice, he fails to call for the draft, or if, for any other reason, the company is unable to issue a draft to the sendee, then, after 72 hours (or other period specified by the conditions of the money order), the money order is cancelled by the paying office notifying the sending office that payment has not been effected, and, under the conditions printed on the money order, refund to the sender is required. Once the money order is canceled because of the expiration of the specified period, the company will not later issue a draft to the sendee or otherwise recognize any right in the sendee under the money order.

g. The sending office then notifies the sender that payment to the sendee could not be effected, and that the company will make refund to the sender.

h. The sender may present himself at the sending office and receive a negotiable company draft, which he may endorse and cash immediately at the company's office, or keep for future use. A typical form of draft for refund is hereto attached, marked "Exhibit E".

In some instances, the sender does not call for the draft, but at the sender's request, it is sent to him.

If the sender cashes the draft, it is paid from moneys collected at the sending office for telegrams, money orders and other receipts, and the clerk at that office takes credit for the amount so paid to the sender. In the event that this amount is not sufficient, the manager draws the amount necessary from the local bank account, and in turn, if that account is not sufficient, the manager receives a check from the divisional headquarters cashier to meet such deficit.

i. Where the company has issued a draft, either to the sendee for the amount of the money order, or to the sender for the refund, and the draft is not immediately cashed, the Company holds the amount to be paid until the draft is presented by the payee or his transferee, and, upon such presentation, pays the amount of the draft.

10. Usually, the purpose of the money order has been accomplished; the sendee has received a draft and has cashed it.

11. In those instances in which the sendee has received a draft, but the draft has not been presented for payment, Western Union presently holds the moneys, awaiting presentation of the draft.

12. In those instances in which Western Union has been unable to deliver a draft to the sendee, the company has canceled the money order, and where it has been able to do so, has made refund to the sender.

13. Usually, the refund has been accomplished; the sender has received a draft for the refund and has cashed it.

14. In those instances in which the sender has received a draft for the refund, but the draft has not been presented for payment, Western Union presently holds the money, awaiting presentation of the draft.

15. In those instances in which the money order has been canceled, but Western Union has been unable to deliver a draft to the sender for the refund, Western Union presently holds the money awaiting the sender's request for the refund.

III.

16. In 1966, at the suggestion of New York and Pennsylvania, Western Union made a survey of more than 17,000 money orders purchased in 1943, 1948, 1953 and 1958, as to which Western Union still held the money received by it for money orders, such four years, at five year intervals, being chosen as sampling periods.

The said survey showed that as to 78.1% of the aggregate amount of the money orders examined, the company had not been able to effect payment and the money orders had been canceled, but that the company had not been able to make refund to the senders or to deliver drafts to them.

As to the other 21.9% of the amount of the money orders examined, drafts had been issued either to sendees or to senders. The survey did not show what portion of the 21.9% represented money orders as

to which drafts had been delivered to the sendees, and what portion represented money orders as to which drafts had not been delivered to the sendees, but to the senders for refunds.

IV.

17. The present proceeding relates to moneys presently held by Western Union on account of money orders purchased from the company on or before December 31, 1962.

18. In excess of \$1,500,000.00 is still held by Western Union on account of money orders purchased from the company on or before December 31, 1962.

19. Of the said sum, approximately \$100,000.00 is held by Western Union on account of money orders purchased from it in Pennsylvania.

20. The said sum of approximately \$100,000.00 has been unclaimed for more than seven years by the persons thereto entitled.

21. The said sum of \$100,000.00 is subject to escheat or custodial taking by the Commonwealth of Pennsylvania under the provisions of its laws.

The Act of Assembly of the Commonwealth of Pennsylvania approved May 2, 1889, P. L. 66, Sec. 3, as amended by the Act of July 29, 1953, P. L. 986, Sec. 1, Purdon's Pennsylvania Statutes, Vol. 27, Sec. 333, provides for escheat.

Under the Pennsylvania Fiscal Code, Act of April 9, 1929, P. L. 343, Sec. 1310, Purdon's Pennsylvania Statutes, Vol. 72, Sec. 1310, Pennsylvania may, in-

stead of instituting proceedings for the escheat of such property, take custody thereof without escheat, subject to the property or part thereof being refunded to any claimant or claimants establishing the right thereto.

A copy of such statutes is set forth in "Exhibit F" hereto attached.

22. Beginning in 1953, after the adoption of the Act of July 29, 1953, P. L. 986, and continuing to the present time, Pennsylvania has sought the escheat or custody of moneys held by Western Union on account of money orders purchased from the Company in Pennsylvania and unclaimed for the period of seven years by the persons thereto entitled.

23. In an action instituted in 1953 by the Commonwealth of Pennsylvania against Western Union, and affirmed in *Gottlieb, Escheator v. Western Union Telegraph Company*, 400 Pa. 337, it was held that Pennsylvania, as the State of origin of money orders as to which moneys held by Western Union were unclaimed for seven years, was entitled to the escheat or custody of such moneys. Upon appeal to the U. S. Supreme Court, the judgment of the Pennsylvania Court was reversed in *Western Union Telegraph Company v. Pa.*, 368 U.S. 71, because of the potential claims of other States to the same intangibles, and because the Pennsylvania judgment could not protect Western Union from such potential claims of other States.

24. The plaintiff is informed that Florida asserts that under its laws, it is entitled to the custody of

such money if Florida was the state of destination of the money orders. As to money orders of which Pennsylvania was the State of origin and Florida was the State of destination, there is a controversy between Pennsylvania and Florida.

25. The plaintiff is informed that Oregon asserts that under its laws, the sendee of a money order is the donee beneficiary or creditor beneficiary of the money order even though no drafts were issued, and that as to money orders to a sendee in Oregon, it is the State entitled to the custody of such moneys. As to money orders of which Pennsylvania was the State of origin and Oregon was the State of destination, there is, therefore, a controversy between Pennsylvania and Oregon.

26. The plaintiff is informed that Virginia claims that where a draft was issued to a sendee in Virginia, that State is entitled to the custody of such moneys. As to money orders of which Pennsylvania was the State of origin, and drafts were issued to sendees in Virginia, there is, therefore, a controversy between Pennsylvania and Virginia.

27. The plaintiff is informed that under the New York Abandoned Property Law, Sec. 1309, as amended in 1969 ("Exhibit G" hereto attached), New York claims all moneys arising from money orders purchased from January 1, 1930 to January 1, 1958, without reference to any fact other than the purchase of the money order during such period. Neither the State of origin, the State of destination, nor the State in which a draft was issued, is recognized by New York as having any claim to such mon-

eyes. Under the said statute, New York also claims as to money orders purchased from Western Union on or after January 1, 1958, (a) where the last known address of the purchaser is in New York, whether or not a draft has been issued; (b) where no address is shown on the records of Western Union and a draft was issued in New York; and (c) if no address is shown on the records of Western Union and no draft was issued.

By reason of New York's claim as to money orders purchased before January 1, 1958, there is, therefore, a controversy between New York and Pennsylvania as to money orders purchased in Pennsylvania, and where a State claims as the State of destination, or the State where a draft was issued, the controversy also includes such State or States.

By reason of New York's claim as to money orders purchased on or after January 1, 1958, in those cases where the address of the purchaser is not shown on Western Union's records, but the State of origin is shown on such records as being in Pennsylvania, there is a controversy between New York and Pennsylvania, and where the moneys are claimed by the State of destination, or the State where a draft was issued, the controversy also includes such State or States.

28. Western Union's books and records show the State or place of origin of every money order, as well as the State or place of destination of every money order. In many cases, its books and records do not show the address of the sender; likewise, in many cases, its books and records do not show the address of the sendee; and in many cases, its books and records

do not show the address of the payee of the draft issued by the Company.

29. No judgment of a Pennsylvania Court could be binding upon any other claimant State unless such other State were a party to the proceeding in the Pennsylvania court, and a Pennsylvania court cannot make any other State a party, without the consent of the latter State. If Pennsylvania were to intervene in a proceeding in a court of another State and obtain judgment, such judgment would not bind any other claimant States which did not intervene.

If actions were brought in the various States against Western Union for the same moneys, the decisions of their courts, under their respective laws and conflicts of law rules, might be inconsistent.

30. As to 78.1% of the sum of approximately \$100,000.00 held by Western Union arising out of money orders of which Pennsylvania was the State of origin and as to which no drafts were issued, then Pennsylvania, the State of origin, claims such amounts, and the controversy is, therefore, between three states, (1) Pennsylvania as the State of origin, (2) the State of destination, if other than Pennsylvania, and (3) the State of New York, in which Western Union was incorporated.

As to the 21.9%

(1) if it be determined by this Court that issuance of a draft does not constitute payment of a money order or refund, but that the State of origin of the money orders for the said 21.9%

is entitled to such moneys, then, Pennsylvania is entitled to such 21.9% of the \$100,000.00;

(2) if it be determined by this Court that issuance of a draft does not constitute payment of a money order or refund, but that the State of destination of the money orders is entitled to such moneys, then, conversely, where it was the State of destination, Pennsylvania is entitled.

31. If it be determined by this Court that the State of destination rather than the State of origin is the State entitled to the escheat or custody of the unclaimed moneys held by Western Union, then Pennsylvania would not be entitled to any part of the said sum of \$100,000.00, except where it was both the State of origin and the State of destination. However, under such a ruling, Pennsylvania would be entitled as the State of destination as to unclaimed moneys arising from money orders destined to Pennsylvania. The amount held by Western Union for money orders purchased on or before December 31, 1962 and destined to Pennsylvania is approximately \$90,000.00.

32. If it be determined by this Court that issuance of a draft constitutes absolute or conditional payment of a money order or a refund, then as to drafts issued to sendees or senders in Pennsylvania, Pennsylvania is entitled to the moneys held by Western Union for payment of the drafts.

33. Only by a judgment of this Court can it be determined which of the various States are entitled to the moneys held by Western Union, as above set forth.

34. Neither the plaintiff, Pennsylvania, nor the defendant, Western Union, can be protected from irreparable injury and loss of property unless this Court grants the relief sought by this Complaint.

35. The plaintiff has no adequate remedy at law, and no remedy whatsoever in any other Court.

Wherefore, the plaintiff prays:

(1) That this Court take jurisdiction of the parties and subject matter herein;

(2) That the Motion for Leave To File this Complaint be granted;

(3) That this Court hear and determine the controversies herein, either by referring this case to a Special Master or Federal District Court to take evidence and make appropriate reports, or in such other manner as the Court deems fit;

(4) That a temporary injunction be issued restraining the defendant, the State of New York, and other States named as defendants herein from proceeding with any action now pending, or from instituting any action hereafter, to escheat and/or take custody of said property, pending further orders of this Court;

(5) That a temporary injunction be issued restraining the defendant, The Western Union Telegraph Company, from paying, delivering, or in any manner relinquishing, the said property to the defendant, the State of New York, or to any other State, pending further orders of this Court;

(6) That judgment be entered that the moneys held by Western Union are subject to the escheat or custody of one or more of the following States:

(a) The State of origin of the money orders, as shown by the books and records of Western Union;

(b) The State of destination of the money orders, as shown by the books and records of Western Union;

(c) The State in which a draft has been issued for the amount of the money order or the amount of the refund, as shown by the books and records of Western Union;

(d) The State of last known address of the sender of a money order, as shown by the books and records of Western Union;

(e) The State of last known address of the sendee of a money order, as shown by the books and records of Western Union;

(f) The State of the last known address of the payee of a draft, as shown by the books and records of Western Union;

(g) The State of domicile of Western Union;

(h) Any other State as to which the facts adduced established such right.

(7) That such judgment decree that no State other than the State or States designated under (6) above has the power of escheat or custody of, or the right to prosecute a claim of escheat or custody against, such property.

(8) That the plaintiff, the Commonwealth of Pennsylvania, have such other and further relief as this Court may deem just.

WILLIAM C. SENNETT

Attorney General of Pennsylvania

JOSEPH H. RESNICK

Assistant Attorney General

Attorneys for Plaintiff

The Commonwealth of Pennsylvania

MICHAEL EDELMAN

Of Counsel

EXHIBIT A
(Face of Money Order)

20 1/2

A MESSAGE
WITH YOUR
MONEY ORDER
IS ALWAYS
WELCOME

WESTERN UNION TELEGRAPHIC MONEY ORDER

W. P. MARSHALL, PRESIDENT

THE FASTEST
AND SAFEST
WAY TO SEND
OR RECEIVE
MONEY

72 (Rev. 3-50)

Send the following Money Order subject to conditions below and on back hereof, which are hereby agreed to:

ACCTG INFR	SENDING DATA
------------	--------------

CHECK

THIS
FILED

OFFICE

DATE

19

\$	AMT.	
\$	CHGS.	
\$	TOLLS	
\$	TAX	
	TOTAL	

MOD

AMOUNT *12*

PAY TO

PRINT AMOUNT DOLLARS

DOLLARS AND _____ CENTS
FIGURES

STREET ADDRESS

PLEASE PRINT. IF WOMAN, GIVE MRS. OR MISS

DESTINATION
AND SENDER

DESTINATION

NAME OF SENDER

WRITE YOUR
MESSAGE
HERE
ONLY

A FEW CENTS
PER WORD

WILL BE DELIVERED
WITH MONEY ORDER

- Unless signed below the Telegraph Company is directed to pay this money order at my risk to such person as its paying agent believes to be the above named payee, personal identification being waived.

SENDER'S FULL NAME

SENDER'S ADDRESS

TELEPHONE NUMBER

Information for test question:

[Back of Money Order]

**MONEY ORDERS ARE SUBJECT TO THE
FOLLOWING CONDITIONS:**

Domestic orders will be canceled and refund made to the sender if payment cannot be effected within 72 hours after receipt at paying office (Ellis Island, N. Y., excepted). Orders payable at Ellis Island will be canceled after the expiration of five days.

In the case of a Foreign Order the Foreign equivalent of the sum named in the order will be paid at the rate of exchange established by the Company or its agents on the date of the transfer.

In the case of a Foreign Order the equivalent, in the currency of the country of payment, of the sum named will be purchased promptly; and if for any reason payment cannot be effected, refund will be made by the Company and will be accepted by the depositor on the basis of the market value of such foreign currency in American funds, at New York, on the date when notice of cancelation is received there by the Company from abroad.

When the Company has no office at destination authorized to pay money, it shall not be liable for any default beyond its own lines, but shall be the agent of the sender, without liability, and without further notice, to contract on the sender's behalf with any other telegraph or cable line, bank or other medium, for the further transmission and final payment of this order.

In any event, the company shall not be liable for damages for delay, non-payment or underpayment of this money order, whether by reason of negligence on the part of its agents or servants or otherwise, beyond the sum of five hundred dollars, at which amount the right to have this money order promptly and correctly transmitted and promptly and fully paid is hereby valued, unless a greater value is stated in writing on the face of this application and an additional sum paid or agreed to be paid based on such value equal to one-tenth of one per cent thereof.

In the event that the company accepts a check, draft or other negotiable instrument tendered in payment of a money order, its obligation to effect payment of the money order shall be conditional and shall cease and determine in case such check, draft or other negotiable instrument shall for any reason become uncollectible, and in any event the sender of this money order hereby agrees to hold the telegraph company harmless from any loss or damage incurred by reason or on account of its having so accepted any check, draft or negotiable instrument tendered in payment of this order.

ALL MESSAGES INCLUDED IN MONEY
ORDERS ARE SUBJECT TO THE FOLLOWING
TERMS:

To guard against mistakes or delays, the sender of a message should order it repeated, that is, telegraphed back to the originating office for comparison. For this, one-half the unrepeatd message rate is charged in addition. Unless otherwise indicated on its face,

this is an unrepeatd message and paid for as such, in consideration whereof it is agreed between the sender of the message and this company as follows:

1. The company shall not be liable for mistakes or delays in the transmission or delivery, or for non-delivery, of any message received for transmission at the unrepeatd-message rate beyond the sum of five hundred dollars; nor for mistakes or delays in the transmission or delivery, or for non-delivery, of any message received for transmission at the repeated-message rate beyond the sum of five thousand dollars, *unless specially valued*; nor in any case for delays arising from unavoidable interruption in the working of its lines; nor for errors in cipher or obscure messages.

2. In any event the company shall not be liable for damages for mistakes or delays in the transmission or delivery, or for the non-delivery, of any message, whether caused by the negligence of its servants or otherwise, beyond the sum of five thousand dollars, at which amount each message is deemed to be valued, unless a greater value is stated in writing by the sender thereof at the time the message is tendered for transmission, and unless the repeated-message rate is paid or agreed to be paid, and an additional charge equal to one-tenth of one per cent of the amount by which such valuation shall exceed five thousand dollars.

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

4. No responsibility attaches to this company concerning messages until the same are accepted at one of its transmitting offices; and if a message is sent to such office by one of the company's messengers, he acts for that purpose as the agent of the sender.

5. The transferring of the money and the transmission of the message together constitute one transaction and the cancelation by either the sender or the company of the money order cancels also any obligation on the part of the company to deliver the message. The message will be delivered to the payee of the money order only as and when the money is paid.

6. The company will not be liable for damages or statutory penalties in any case where the claim is not presented in writing to the company within sixty days after the message is filed with the company for transmission; provided, however, that this condition shall not apply to claims for damages or overcharges within the purview of Section 415 of the Communications Act of 1934.

7. It is agreed that in any action by the company to recover the tolls for any message or messages the prompt and correct transmission and delivery thereof shall be presumed, subject to rebuttal by competent evidence.

8. No employee of the company is authorized to vary the foregoing.

The Western Union Telegraph Company
incorporated
R. B. White, President

FIG. 2—SENDER'S RECEIPT—FORM 73

Receipt for Telegraphic Money Order		Form 73
<i>WX-Philadelphia, Pa. Sept. 4, 1933</i>		
<small>PLACE AND DATE</small>		
Received from	<i>William J. Smith</i>	
	<i>Eighty seven and no/100</i> Dollars, to be paid	
to	<i>Miss Marion Smith at Pittsburgh, Pa.</i>	
subject to the terms and conditions of the Money Order Service.		
THE WESTERN UNION TELEGRAPH COMPANY		
Charges		
Paid	<i>\$1.55</i>	By <i>J. R. James</i> <small>MONEY ORDER AGENT.</small>

EXHIBIT C

Form 75-C

QUICK SERVICE

WESTERN UNION

MONEY ORDER NOTICE

LOW RATES

R. B. WHITE
PRESIDENTNEWCOMB CARLTON
CHAIRMAN OF THE BOARDJ. C. WILLEVER
FIRST VICE-PRESIDENT

Money Sent by Telegraph and Cable to All the World

No. \$ 231B- LOS ANGELES CALIF SEPT 4TH 1933

OFFICE

DATE

To MRS FRANCES THOMPSON

MR., MRS. OR MISS

2740 WILSHIRE BLVD

ADDRESS

We have received a telegraphic money order for you with the following message:

WIRE TRAIN AND TIME ARRIVAL

Will you please call at our office, 3225 WILSHIRE BLVD to receive the money as soon as possible and in no case later than 72 hours since at the end of that time we are required to cancel the order and return the amount to the sender.

Please bring this notice with you and also satisfactory evidence of identity such as some of the following:

Membership cards

Receipted bills

Letters addressed to you

Bank book

Automobile license

Western Union collect card

or any other documentary evidence you may have.

Bring This Notice With You

THE WESTERN UNION TELEGRAPH COMPANY

FIG. 4—MONEY ORDER DRAFT—FORM 2738

No. C 10000		WESTERN UNION MONEY ORDER	
When Countersigned at Point of Issue		ISSUED AT H - PITTSBURGH PENN SEPT 4 1939 CITY AND STATE DATE	
PAY TO MISS MARION SMITH - - - - -		OR ORDER	
THE SUM OF EIGHTY SEVEN AND NO/100 - - - - - DOLLARS		\$ 87.00	
AMOUNT SENT FROM PHILADELPHIA PENN		SEPT 4TH 1939 DATE	
★ TO THE WESTERN UNION TELEGRAPH COMPANY		THE WESTERN UNION TELEGRAPH COMPANY	
PAYABLE THROUGH THE CHASE NATIONAL BANK OF THE CITY OF NEW YORK PINE STREET, CORNER OF NASSAU		COUNTERSIGNED 1-74 MONEY ORDER AGENT	
THIS ORDER MAY BE CASHED BY ANYONE TO WHOM THE PAYEE IS KNOWN		TREASURER <i>Edward J. O'Connell</i>	

★ This line ordinarily to remain blank but may be used to show: (a) sender's name when order is payable to a firm; (b) name of payee and BNK point when passed through a forwarding bank; (c) description of refunded money orders; or (d) the words "Cashed for Columbus State Bank credit John Doe," etc.

NOTE—Form 3300-C accompanies this draft when delivered or mailed.

FIG. 13—DRAFT COVERING REFUND OF AN ORDER—FORM 2738

NO. C 11544		WESTERN UNION MONEY ORDER		ISSUED AT WX - PHILADELPHIA PENN. <small>CITY AND STATE</small> SEPT 7 1933 <small>DATE</small>	
When Countersigned at Point of Issue		Pay to WILLIAM J SMITH		OR ORDER	
THE SUM OF EIGHTY SEVEN AND NO/100		DOLLARS		\$87.00	
AMOUNT TELEGRAPHED FROM PHILADELPHIA PENN		DATE SEPT 4TH 1933		THE WESTERN UNION TELEGRAPH COMPANY	
REFUND MONEY ORDER TO MISS MARION SMITH, PITTSBURGH PENN		ORIGINATING POINT		TREASURER <i>Robert J. Jones</i>	
TO THE CHASE NATIONAL BANK		COUNTERSIGNED J. R. Jones <small>MONEY ORDER AGENT</small>		TREASURER	
OF THE CITY OF NEW YORK		1-74			
PINE STREET, CORNER OF NASSAU		THIS ORDER MAY BE CASHED BY ANYONE TO WHOM THE PAYEE IS KNOWN			

EXHIBIT F

PENNSYLVANIA ACT OF MAY 2, 1889, P. L. 66,
Sec. 1, as amended by Act of July 29, 1953, P. L. 1,
P.S. 333

“Whenever the . . . person entitled to any . . . personal property within or subject to the control of the Commonwealth, or the whereabouts of such . . . person entitled, has been or shall be and remain unknown for the period of seven successive years, such . . . personal property . . . shall escheat to the Commonwealth . . .”

“Whenever any . . . personal property within or subject to the control of the Commonwealth has been or shall be and remain unclaimed for the period of seven successive years, such . . . personal property shall escheat to the Commonwealth.”

PENNSYLVANIA FISCAL CODE, ACT OF APRIL
9, 1929, P. L. 343, Section 1310, 72 P.S. 1310

“Whenever any person, firm, association, bank, trust company or other corporation whatsoever, shall hold or be possessed of any items of money or property which are or shall be escheatable by any Act of General Assembly, the Department of Revenue may . . . suggest to the Attorney General that, instead of

proceeding for the escheat of such items . . . the Attorney General apply, by petition, for an order . . . directing the payment of the same into the State Treasury to the credit of the Commonwealth . . . all amounts so paid to be subject to being refunded by petition to the Board of Finance and Revenue."

EXHIBIT G

McKINNEY'S CONSOLIDATED LAWS
OF NEW YORK
ANNOTATED

Book 2½

ABANDONED PROPERTY LAW

Sec. 1309

As amended L 1969, c. 1114, Sec. 1-5
effective May 26, 1969

§1309. Uncashed travelers checks and money orders

1. Any amount held or owing by any organization other than a banking organization for the payment of a travelers check on which such organization is directly liable, sold by such organization on or after January first, nineteen hundred thirty, shall be deemed abandoned property if such amount is held or owing for payment of a travelers check which shall have been outstanding for more than fifteen years from the date of its sale.

2. Any amount held or owing by any such organization for the payment of a money order, or for the payment of any instrument drawn or issued to effect the payment thereof, sold by such organization on or after January first, nineteen hundred thirty and prior to January first, nineteen hundred fifty-eight shall be

deemed abandoned property when such amount has remained unpaid to the rightful owner thereof for seven years.

3. Any amount held or owing by any such organization for the payment of such money order, or any instrument drawn or issued to effect the payment thereof, sold by such organization on or after January first, nineteen hundred fifty-eight shall be deemed abandoned property when such amount has remained unpaid to the rightful owner thereof for seven years, and either

(a) the last known address of the purchaser of such money order according to the records of such organization is located within this state and no instrument has been drawn or issued to effect the payment thereof, or

(b) such address is located within this state and an instrument has been drawn or issued to effect such payment, or

(c) such address cannot be obtained from the records of such organization and an instrument to effect such payment has been drawn or issued in this state, or

(d) such address cannot be obtained from the records of such organization and no instrument to effect such payment has been drawn or issued.

4. On or before the first day of June in each year commencing with the year nineteen hundred forty-nine every such organization shall pay to the state comptroller all property deemed abandoned pursuant to this section. Such payment shall be accompanied

by a statement setting forth such information as the state comptroller may require.

5. Notwithstanding any other provision of law, the rights of a holder of a travelers check or money order to payment from any such organization shall be in no wise affected, impaired or enlarged by reason of the provisions of this section or by reason of the payment to the state comptroller of abandoned property hereunder, and any such organization which has paid to the state comptroller abandoned property held or owing for the payment of a travelers check or money order shall, upon making payment to the person appearing to its satisfaction to be entitled thereto and upon submitting to the state comptroller proof of such payment and the identifying number of the travelers check or money order so paid, be entitled to claim reimbursement from the state comptroller of the amounts so paid, and after audit the state comptroller shall pay the same.

In the
SUPREME COURT OF THE UNITED STATES

October Term, 1969
No. Original

COMMONWEALTH OF PENNSYLVANIA,
Plaintiff

v.

STATE OF NEW YORK, STATE OF FLORIDA,
STATE OF OREGON, COMMONWEALTH OF
VIRGINIA, and THE WESTERN UNION TELE-
GRAPH COMPANY,
Defendants

PROOF OF SERVICE

I, JOSEPH H. RESNICK, Assistant Attorney General of the Commonwealth of Pennsylvania, hereby certify that I am one of the attorneys for the plaintiff, Commonwealth of Pennsylvania, that I am a member of the Bar of the Supreme Court of the United States, and that on the 9th day of *March*, 1970, I served copies of the foregoing Motion for Leave to File Complaint, and Complaint, and also of the Brief in Support of the Motion for Leave to File Complaint, on each of the parties defendant by depositing such copies, air mail postage prepaid, in a United States Post Office, addressed as follows:

1. State of New York
 - (a) Hon. Nelson A. Rockefeller
Governor of the State of New York
Albany, N. Y.
 - (b) Louis J. Lefkowitz
Attorney General of the State of New York
Albany, N. Y.
2. State of Florida
 - (a) Hon. Claude R. Kirk, Jr.
Governor of the State of Florida
Tallahassee, Fla.
 - (b) Hon. Earl Faircloth
Attorney General of the State of Florida
Tallahassee, Fla.
3. State of Oregon
 - (a) Hon. Tom McCall
Governor of the State of Oregon
Salem, Ore.
 - (b) Hon. Lee Johnson
Attorney General of the State of Oregon
4. Commonwealth of Virginia
 - (a) Hon. Mills E. Goodwin, Jr.
Governor of the Commonwealth of Virginia
Richmond, Va.
 - (b) Hon. Robert Y. Button
Attorney General of the Commonwealth of Virginia
Richmond, Va.

5. The Western Union Telegraph Company

(a) John M. Evans, Esq.
Vice-President and General Counsel
The Western Union Telegraph Company
60 Hudson Street
New York, N. Y.

(b) Peter F. Oates, Esq.
Assistant General Counsel
The Western Union Telegraph Company
60 Hudson Street
New York, N. Y.

JOSEPH H. RESNICK

*Assistant Attorney General,
Commonwealth of Pennsylv-
vania*

1912-1913

1912-1913

1912-1913