

August
Fifteen
1922

Honorable U. S. Webb,
Attorney General,
Humboldt Building,
San Francisco, Calif.

My dear General Webb:

A month or six weeks ago, Mr. McClure, the state engineer, told us he had written you asking the question, has the Board of Directors of an irrigation district legal authority to make a contract for a definite length of time, say fifty years, to buy a certain amount of water at a given price, and increasing each year in quantity, or must this question be submitted to a vote of the voters in the district.

My understanding is that our attorney, Mr. Clotfelter, of the Santa Fe Railroad, has said that the Board of Directors legally has the right to make that contract and it will be binding on the district, however, it is only a matter of a small delay if it is necessary to call an election on this question.

The plan of the San Dieguito Irrigation District, and the Santa Fe Irrigation District, two independent districts in this county, is to vote bonds for their distribution systems, and each district is contracting to buy water for 50 years at 4 cents a thousand gallons for irrigation purposes, and 10 cents for domestic. Each district has agreed on a maximum amount of water necessary, and the plan is for the district to buy and pay for 20 percent of the maximum amount of water needed for the district the first year, whether that much water is used or not; 40 percent the second year, 60 percent the third year and 80 percent the fourth year, and from the fifth year on the district is to continue taking the maximum amount agreed upon, and paying for it, whether they use it or not.

The question before the house is, can the Board of Directors, of any irrigation district, sign a contract with an outside water company such as is mentioned above?

Page Two

Or must it be ratified by a vote of the district?

We are very anxious to get this question settled at an early date, as it is delaying our water and land development, and I would consider it a personal favor if you can give the state engineer his answer, and if agreeable send me a copy.

If you are desirous of having a brief from our attorney on the subject for your reference, I will be glad to have him prepare one and forward it to you.

With kind personal regards, and thanking you for your kindly interest in this matter, I am

Sincerely yours,

EF:KLM

P. S. I promise you better duck shooting the next time you come. All you have to do is to telegraph and let me attend to it.

E.F.

STATE OF CALIFORNIA
OFFICE OF ATTORNEY GENERAL

San Francisco, September 6, 1922.

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

My dear Colonel:

The inquiry concerning the right of the Santa Fe Land and Improvement Company to enter into a contract with the San Dieguito Irrigation District has been on my desk for a considerable time, and has presented some difficulties, though these difficulties have not been responsible for the very considerable delay. Indeed, I have doubted, and doubt yet, the propriety of this office at this time giving an expression on this matter. Nevertheless, I have today dictated a letter to the State Engineer, expressing of my views relative thereto, a carbon of which I attach for your information. Some of the reasons for my misgivings appear in such letter.

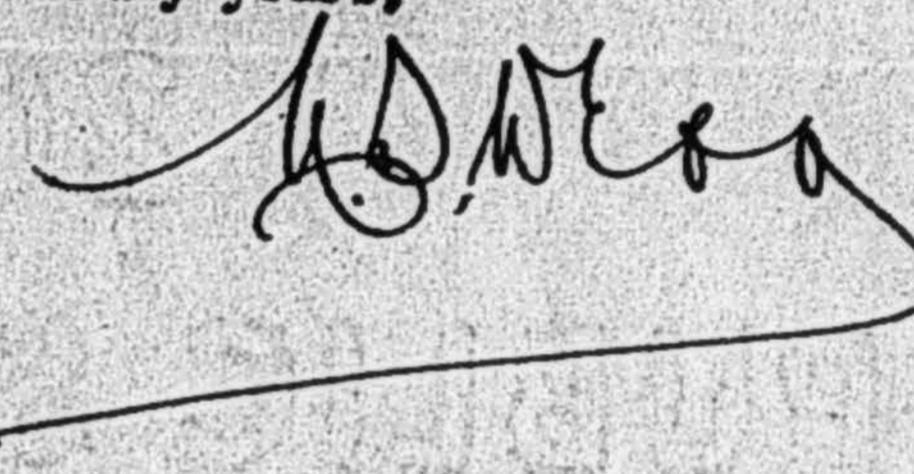
I do not understand that after a district has been provided with the funds necessary to secure a water supply that it is necessary to submit to a vote the question of procuring a particular supply, or a supply from a particular source. Authorized to secure the water supply, and furnished with the means so to do, the board of directors may act. It is not infrequent, however, that the bond proposition carries

E. F. #2 - 9/6/22.

a submission to the electorate of the particular waters which it is desired to procure.

With kindest regards, I am,

Very truly yours,



W/S

(encl.)

Copy to
W.H.
W.D.G.
E.O.F.
E.V.C.
J.H.K.

280-25

September 12, 1922

File 280-25

General U. S. Webb,
1212 Humboldt Bank Building,
San Francisco, Calif.

My dear General:

I thank you kindly for your letter of September 6th. I hate to bother you and I appreciate what you have done to give us a little advance hearing on the matter, and your opinion.

I do hope that this fall, either in October or November, you will come down here and spend a few days. I will give you some quail shooting in Mexico, and some duck shooting, and promise you no snow at Cuyamaca. Now don't fail. Shall I set the day, or will you?

With kindest personal regards, I am

Sincerely yours,

EF:KLM

June 22, 1925.

General U. S. Webb,
Humboldt Bank Building,
San Francisco, California.

My dear General Webb:

Referring to case No. S. F. 11502
in the Supreme Court, the situation is as follows:

The La Mesa Irrigation District voted \$1,250,000 bonds in 1916 to develop a new water system. They disposed of \$68,000 of these bonds and made no water development, neither did they purchase an existing system.

Later on they destroyed the bonds, on the advice of their attorney, and it was supposed that the bonds were legally destroyed, all except the \$68,000.

The 4th day of last November, as you know, the district voted \$2,500,000 of bonds and O'Holveny & Millikin refused to certify to the validity of the \$2,500,000 bond issue until the Supreme Court passed on the question of whether the old bonds were legally destroyed.

This matter was argued early in April before the Supreme Court and we are yet without a decision. The Railroad Commission of the State of California has approved officially the sale of the Cuyamaca System to the District. The deeds are in escrow and we are going to be hard pushed to get the deal closed finally before the expiration of the contract of purchase to buy and sell, we have so much to do after the Supreme Court renders its decision which will clarify the atmosphere. We will have to call for bids on the bonds and close all details of the transfer.

For the love of Mike, have you the nerve, and will you approach the Supreme Court, call their attention to this delay and expense we are going to, and ask them if there is any way on earth to decide that case, so we can go about our business? Nobody can be hurt, not matter which way the thing is decided. It is simply a question of whether the old bonds are legal. If they are legal they can re-issue

them, if they illegal the new bond issue of \$2,500,000 is legal.

If I am asking too much tell me to go where the woodbine twineth. If you can see your way clear to punch up that Supreme Court bunch, for the love of a friend get some action.

Whether you succeed or fail, in the near future I hope we shall completely surround San Pedro Martia Mountain in the wonderful state of Mexico. In the meantime your friends Stern and Fletcher are hanging out on the end of a limb.

I hope you have your old pep back and are feeling fine after the operation.

Yours very truly,

EF:KLM

January 4th,
1929

Attorney General U. S. Webb,
Humbolt Bank Bldg.,
San Francisco, Calif.

My dear General:

This will introduce a good scout, Mr. Wm. Harper, Assemblyman from San Diego.

Anything you can do for him will personally be appreciated.

Wishing you the Compliments of the Season, I am

Sincerely yours,

E
F
:
A
K

San Francisco, January 8, 1929.

Colonel Ed Fletcher,
920 Eighth Street,
San Diego, California.

My dear Colonel Fletcher:

I have looked at the picture of the fishes which you have sent me until I am about convinced I caught the other two, and I am proud of the catch.

I want to thank you again for inviting me on that trip, and more particularly for your insistence upon my acceptance of the invitation. It was a marvelous trip, besides the pleasure of the association of the wonderful people that you had brought together; it corrected my knowledge of geography and crowded into a few days a vast deal of real human pleasure.

I am not asking you to invite me again, but if you do and the Lord is willing I shall accept the invitation.

I greatly appreciated the opportunity to visit with you and see you at your best. I refer to the twenty minutes of time used by Ed, Jr., in landing the rooster fish. I have thought it over since and I think the young man should have held that fish at the top of the water some sixty feet in the rear of the boat while you took that picture you so much desired, and I remember also the remarks made by Ed, Jr., which caused you to take your seat on top of the boat and remain quiet for a few seconds. It is the first time that I had thought your regression possible.

Without reflecting upon any other members of the party, I had a vast deal of fun with Ferdinand.

I was greatly impressed with Col. Goploy. If I had not known of his past achievements I would have realized his splendid capacity and wonderful qualities. His entry into the newspaper field in California I regard as extremely fortunate for the State and her people, and entertain no doubt of success as a business venture.

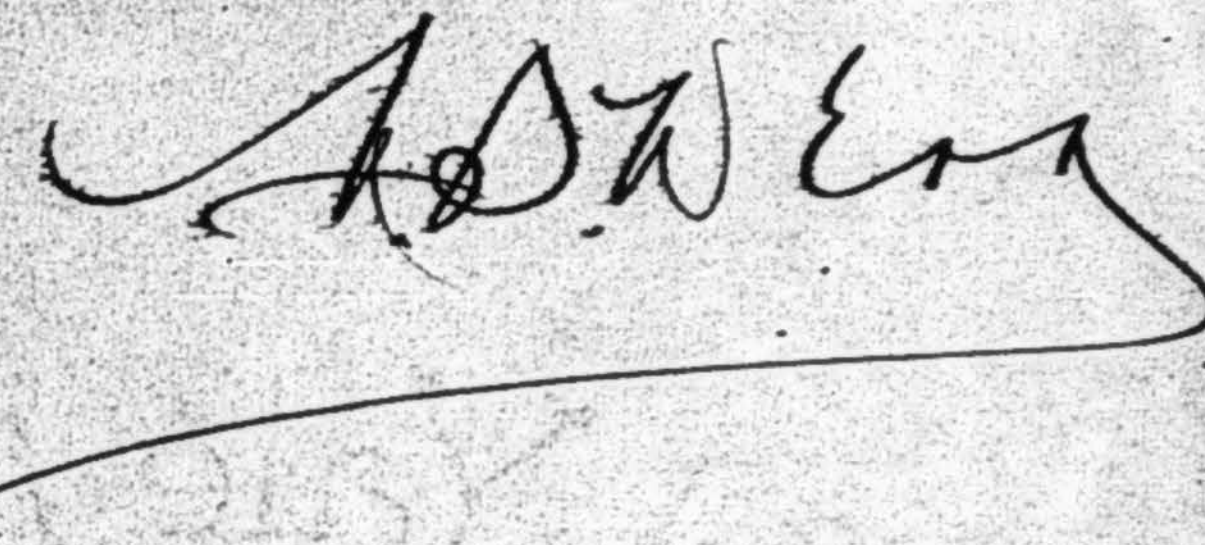
Colonel Ed Fletcher, #2.

A trip such as this was comes to but few people and those to whom the opportunity comes are exceedingly fortunate.

Wishing you and all the members of your family the fullest measure of success and happiness during the New Year and all the future, I remain, with highest personal regards,

Yours very truly,

W:G



1020 Ninth Street,

January tenth
19 29.

Attorney General U. S. Webb,
640 State Building
San Francisco, California.

My dear General:

Under separate cover I am sending you a book
of photos with the greatest of pleasure and
with best wishes for many happy returns of the
New Year.

Sincerely your friend,

EF:GMF

1020—9th Street

January 18th, 1929.

My dear General Webb:

Enclosed find copy of letter from Whitcomb that
I am sure you will enjoy.

With kind personal regards.

Sincerely yours,

Attorney General U. S. Webb
640 State Building
San Francisco, California.

E
F
G
M
F
encl.

February 8th, 1929.

Attorney General U. S. Webb
640 State Building
San Francisco, California.

My dear General:

Enclosed find letter from Judge Sloane that is explanatory, also copy of proposed amendment.

As you are a member of the bond committee having jurisdiction over Irrigation Districts, with your support you can sure put it over where I can't.

I had 200 acres of land in the La Mesa Irrigation District, 85% of which were in canyons, and non-irrigable. My Irrigation District taxes on them in 1927 were \$490.

I control 200 acres right in the center of the La Mesa District adjacent to the State Highway. 95% of that land is irrigable.

The La Mesa Irrigation District agreed to exchange and agreed to make only a nominal assessment on the 200 acres of excluded lands. The exchange was made. The lands were legally excluded and the new 200 acres of land included.

In 1928 my taxes on the lands that had been excluded in 1927 were \$495, or \$5 more than the year before when they were included, and the new 200 acres of land that had been put into the District in exchange had a tax against them of over \$1000. I didn't object to the \$1000 tax on the new land and I felt that the nominal tax should have been \$1 or \$5 on the lands that had been officially excluded. I can't get the Board of Directors of the La Mesa District to see this and while they have reduced my assessment on the excluded lands, they are still assessing me \$25.00 an acre on the excluded lands, as well as the full assessment on the new lands that have recently been included.

Judge Sloane's interpretation of the law is that there should be no assessment on the lands that have been

February 8th, 1929.

Attorney General Webb

Page two

excluded, except and when there is a delinquency. Heavens knows it is bad enough to have a cloud on the title to my 200 acres of land that have been excluded. It is hard enough to sell at any price because there is a cloud on the title of 2 1/2 million in bonds.

My prayer is General that you will either take the matter up direct with the Legislature or with the State Engineer and urge that the Legislature pass this amendment to Section 84.

I have sent a copy of this letter to Mr. Hyatt, State Engineer. I hope that you are interested enough in this matter to go to the bat and in the interest of fair play.

With kind personal regards.

Yours very truly,

EF:GKF
Encls.

February 17th,
1929

Attorney General U. S. Webb,
640 State Bldg.,
San Francisco, Calif.

My dear General:

Enclosed find original letter from Mr. Hyatt State Engineer, which I find on my return from a few days trip in Mexico.

We have not a moment to lose.

On receipt of this kindly wire me at my expense what, if anything has been done.

Anything you can do will be appreciated.

Would like to have had you on this Mexican trip. We got 78 quail out of oneband in three hours.

Bless your heart I hope you are well and give my kind regards to the family.

Sincerely yours,

EF:AK

STATE OF CALIFORNIA
LEGAL DEPARTMENT

San Francisco, February 18, 1929.

Colonel Ed Fletcher,
1020 Ninth Street,
San Diego, California.

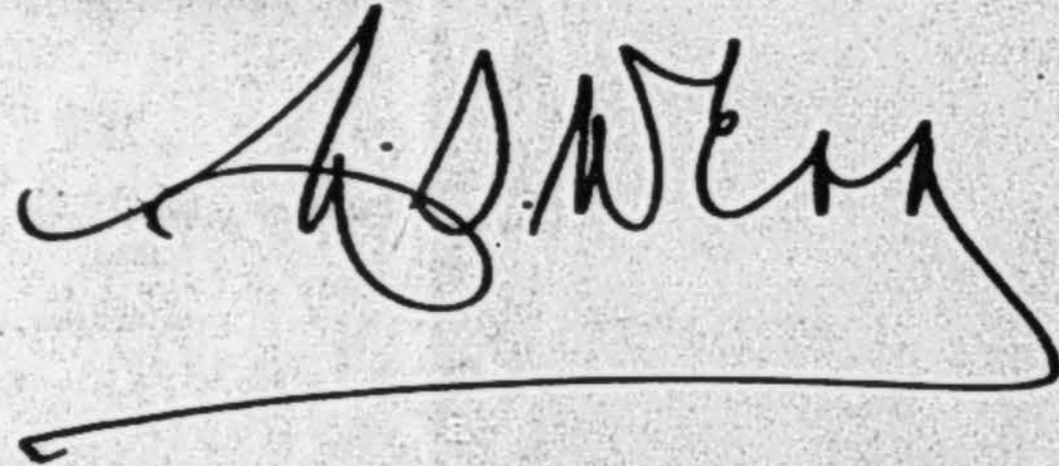
My dear Colonel:

Upon receipt this morning of yours of the
17th inst. I wired you as follows:

"Referring to yours seventeenth instant
proposed measure has been placed in hands of
Secretary Irrigation District Association."

In compliance with your request the letter
of Mr. Hyatt is returned herewith.

Very truly yours,



W:G
Encl.

MONDAY

WE REQUESTED TO FAVOR THE COMPANY BY CRITICISM AND SUGGESTION CONCERNING ITS SERVICE 1201-8

WESTERN UNION

NEWCOMB CARLTON, PRESIDENT

J. C. WILLEVER, FIRST VICE-PRESIDENT

SIGNS
DL = Day Letter
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Plaza, San Diego, Calif. ^{Always} Telephone Main 2151

FA13117-WF SANFRANCISCO CALIF 18 1110A

COL ED FLETCHER=

1929 FEB 18 AM 11 29

1020 NINTH ST SANDIEGO CALIF=

REFERRING TO YOURS SEVENTEENTH INSTANT PROPOSED MEASURE HAS
BEEN PLACED IN HANDS OF SECRETARY IRRIGATION DISTRICT
ASSOCIATION=

U. S. WEBB.

COPY.

STATE OF CALIFORNIA
LEGAL DEPARTMENT

San Francisco, February 18, 1929.

Colonel Ed Fletcher,
1020 Ninth Street,
San Diego, California.

My dear Colonel:

I have given some consideration to the proposed amendment of the Irrigation District Law as suggested by Judge Sloane, but really did not have time to make a careful analysis of the problem. However, I have passed it on to the Irrigation Districts Association, which is considering all legislation affecting irrigation districts and purposing to advocate the passage of or oppose, as in their judgment the several measures warrant.

Also I will have this week a conference with a committee of that association in reference to this and other measures. I can see some advantage in the proposed measure and the instance you give very clearly shows the favorable side of it.

Will advise you later of the disposition of the Irrigation Districts Association relative to the measure.

With kindest regards, I am,

Very truly yours,

U. S. WEBB.

February 18th,
1929

Attorney General U. S. Webb,
640 State Bldg.,
San Francisco, Calif.

My dear General:

Thanks kindly for your telegram of the eighteenth.

I have asked Judge Sloane to write you today with full particulars. He has a further suggestion to make.

Anything you can do will be appreciated and it goes without saying that it is only fair that lands excluded from the district when other lands of equal value or greater value are included should only be assessed in case of delinquency, in the case of the excluded lands.

Just returned from a three day's trip in Mexico hunting with the boys. We shot and brought in 78 quail in three hours and lost literally hundreds that we could not find. Only wish that you could have been along.

Hoping to see you soon and with kind personal regards,
I am

Sincerely yours,

EF:AK

March 1, 1929.

Attorney General U. S. Webb,
640 State Building,
San Francisco, California.

My dear General:

The San Diego Athletic Club was organized under the provisions of Title XXII, Part IV Division First of the Civil Code of the State of California.

I want an unbiased opinion as to the liability of members to pay debts of the Athletic Club. Are they stockholders, and if they can pay can they be forced to pay assessments, or can they dodge their responsibility by giving up their membership in the San Diego Athletic Club.

It is a shame to bother you, but what is the use of having a friend. I want some unbiased opinion. The attorneys in San Diego seem to be in doubt, some one way and some another.

Some day you will want me to go your bond, when you are arrested -- if so do not hesitate to call on me and I shall come at your command, General.

Yours for the good of the cause,

U. S. Webb
Attorney General
San Francisco, California

EP:KLM

cc white

MAR 1 1929

COPY

U. S. Webb
Attorney at Law
640 State Building
San Francisco.

March 16, 1929.

Colonel Ed Fletcher
1020 9th Street,
San Diego, California.

My dear Colonel:

I have before me your communication of the 1st instant. You state that the San Diego Athletic Club was organized under the provisions of Title 12, Part 4, Division 1st of the Civil Code of this State and you ask my opinion as to the liability of members thereof to pay debts of the club. You also ask if they can be required to pay assessments or whether they may escape their responsibility by giving up their membership in the club.

The title of the Civil Code to which you refer embraces sections 593 to 606 of that Code. The title deals with the incorporation of religious, social and benevolent corporations.

In that title there are two sections each numbered 593. The first of those sections provides that any number of persons, associated together for any lawful purpose other than pecuniary profit, may incorporate their said association as provided in that title. The second of those sections provides that any number of persons, associated together for any purpose where pecuniary profit is not their object and for which individuals may lawfully associate themselves, may, in accordance with the rules, regulations or discipline of the association, elect directors, the number thereof to be not less than three or more than thirty-one, and may incorporate themselves as provided in that title.

Section 3 of Article XII of the Constitution of this State provides that each stockholder of a corporation, or joint stock association, shall be individually and personally liable for such proportion of all its debts and liabilities contracted or incurred during the time he was a stockholder as the amount of stock or shares owned by him bears to the whole of the subscribed capital stock or shares of the corporation or association. Section 4 of the same article provides that the term "corporations" as used in that article shall be construed to include all associations and joint stock companies having any of the powers or privileges of corporations not possessed by individuals or partnerships. In addition thereto it is provided in section 322 of the Civil Code that in a corporation having no capital stock each member is individually and personally liable for an equal share of its debts and liabilities, and similar actions may be brought against him, either alone or jointly with other members, to enforce such liability as by that section may be brought against one or more stockholders, and similar judgments may be rendered. Theretofore in that section there is a provision similar to that contained in section 5 of Article XII of the Constitution and a further provision that the liability of each stockholder is determined by the amount of stock or shares owned by him at the time the debt or liability was incurred and such liability is not released by any subsequent transfer of stock. The section contains a further provision for the institution of suits by any creditor of the corporation against the stockholders.

Under these provisions it would appear that the members of the Athletic Club are individually liable for their proportion of the debts and liabilities of the club contracted while they were members of such club; and it would further appear that they cannot escape the liability by giving up their membership in the club. They would not, however, apparently be liable for any indebtedness incurred after they ceased to be members of the club.

It is provided under section 599 of the Civil Code that such corporations may, either in their by-laws, ordinances, constitutions or articles of incorporation, provide for the fees of admission and dues to be paid to their treasurer by members; for the expulsion and suspension of members for misconduct and non-payment of dues, also for restoration to membership; for contracting, securing and limiting the amount of their indebtedness; and for other regulations not repugnant to the Constitution or laws of the State and consonant with the objects of the corporation.

Under these provisions it would appear that each of the members is liable for the amount of any assessment regularly levied upon him by the club or its duly constituted officers and that such member may not escape responsibility therefor by giving up his membership in the club.

I regret that I could not give you our thought on these questions earlier, but while the data had been assembled, I could not get around to the dictation of the letter at an earlier date.

With kindest regards and best wishes, I am,

Very truly yours,

U. S. WEBB

W:G

March 18th, 1929,

Attorney General U. S. Webb
840 State Building
San Francisco, California,

My dear General:

I thank you so much for your letter of the 16th. The information was just what I wanted.

I hope to be in San Francisco in a few days. Will give you a ring and hope we can go to luncheon together.

With kindest regards.

Sincerely yours,

EF:GMF

CLASS OF SERVICE	
Telegram	
Day Letter	
Night Message	
Night Letter	<input checked="" type="checkbox"/>

If no class of service is designated the message will be transmitted as a full-rate telegram.

COPY OF WESTERN UNION TELEGRAM

April 29, 1929.

Attorney General U. S. Webb,
640 State Building
San Francisco, California.

Reports coming to me that deeds from Bell Loyd to state for San Diego State College have been held up two months by your office Don't believe it Must commence construction at once to have school open a year from next September Will you please wire me where the delay is and when we can get some action Yours for another Mexican trip

ED FLETCHER

Chg Fletcher Co
1020 9th

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

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

WESTERN UNION

NEWCOMB CARLTON, PRESIDENT

J. C. WILLEVER, FIRST VICE-PRESIDENT

Form 1207-A	
NO.	CASH OR CHG.
	CHECK
	TIME FILED

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

May 2nd, 1929

19

To Attorney General U. S. Webb,

Street and No. 640 State Building,

Place San Francisco, Calif.

THANKS FOR TELEGRAM MATTER BEING HANDLED BY THOMAS H CHRISTENSON

YOUR DEPUTY SACRAMENTO MATTER HAS BEEN IN HIS HANDS FOR MONTH

CAN YOU PUNCH HIM UP PLEASE

ED FLETCHER

SENDER'S ADDRESS FOR REFERENCE

1020 Ninth Street

SENDER'S TELEPHONE NUMBER

F. 6204

REQUESTED TO FAVOR THE COMPANY BY CRITICISM AND SUGGESTION CONCERNING ITS SERVICE 1201-B

WESTERN UNION

NEWCOMB CARLTON, PRESIDENT

J. C. WILLEVER, FIRST VICE-PRESIDENT

SIGNS

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LCO = Deferred Cable
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Always Open
La Jolla, San Diego, Calif. Telephone Main 2151

FA304 35 2 EXTRA NL= SANFRANCISCO CALIF 30

ED FLETCHER=

SANDIEGO CALIF=

OUR RECORDS DO NOT SHOW MATTER OF DEEDS FROM BELL LLOYD TO STATE FOR SANDIEGO STATE COLLEGE IN THIS OFFICE STOP SUGGEST YOU COMMUNICATE WITH SUPERINTENDENT OF PUBLIC INSTRUCTION OR DEPARTMENT OF FINANCE=

ROBERT W HARRISON

WES DEPT L

STATE OF CALIFORNIA
LEGAL DEPARTMENT

San Francisco, May 4, 1929.

Colonel Ed. Fletcher,
1020-9th Street,
San Diego, California.

Dear Colonel Fletcher:

Upon receipt of your telegram of the 2nd instant relating to the purchase by the State from the Bell-Lloyd Company of certain real property for the Teachers College at San Diego, I communicated with Mr. Christiansen, our deputy at Sacramento, to ascertain the cause, if any, for the alleged delay in the matter. I have received from Mr. Christiansen his explanation of the matter and I am herewith presenting the same to you.

It appears that under date of April 2, 1929 Southern Title and Trust Company of San Diego wrote this office, to the attention of Mr. Christiansen, enclosing a copy of a deed, the original of which was held by the trust company, executed by the San Diego Trust and Savings Bank to the State of California, for the college site in a portion of lot 67 of the Partition of Rancho Mission of San Diego as per the agreement with Bell-Lloyd Company. In that letter the title company requested an approval of copy of the deed and stated that they would thereupon file the original for

Colonel Ed. Fletcher

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record. Upon examining the copy of the deed Mr. Christiansen noted that there were certain reservations therein and likewise that in the habendum clause of the deed the grant was made subject to certain encumbrances, taxes, assessments, restrictions, reservations and easements "of record, if any." By reason of such reservations, exceptions, etc., Mr. Christiansen naturally and quite properly communicated with the title company acknowledging the receipt of their letter and stating that before he could pass upon this deed it would be necessary to know more about the title to the property involved; that for such purpose the Department of Education was taking steps to obtain a report upon the title and after such report reached him he would be in a position to pass upon the sufficiency of the deed.

Thereafter, on or about April 22nd, he received a letter from the Title Officer of the Southern Title and Trust Company to the effect that they had been informed by the San Diego Trust and Savings Bank, the grantor in such deed, that they stood ready at any time to furnish Mr. Christiansen evidence of title to the property described in said deed. Obviously this was not the same thing as affording a title certificate which should be submitted to the examination of this office. In the meantime, however, Mr. Christiansen had taken the matter up with the Department of Finance and had been furnished with a description of the property and informed that

Colonel Ed. Fletcher

3

the Department of Education had wired to San Diego to have a certificate of title sent to Mr. Christiansen. Such certificate of title has not yet materialized.

It would appear evident that this office could not properly approve the deed with such reservations and exceptions therein until it either knew what those reservations and exceptions were or was furnished with a certificate of title showing that the State would, if it accepted the deed, receive property which it could use for the purpose for which it was acquiring the same. Under these circumstances it would appear that whatever delay there has been in consummating the sale to the State is not attributable to this office. As soon as the certificate of title is received it will be given prompt attention and if therefrom it appears that the reservations and exceptions referred to in the deed will not affect the use of the property by the State for the purpose for which it is being acquired, I presume the deed will be approved and the purchase consummated in the manner contemplated by the Statute.

I trust this explanation will accord you the information which you desire in connection with this matter.

Very truly yours,

Robert W. Harrison
Chief Deputy Attorney General

RWR:W

May Sixth,
1929

Attorney General,
State of California,
San Francisco, Calif.

Attention Mr. R. W. Harrison, Chief Deputy Attorney General

My dear Mr. Harrison:

I thank you kindly for your letter of the fourth.

There has been so much "buck passing" down here I felt certain that you people were not holding up the procession and wanted to put the responsibility where it belonged. This, we are now about to do.

With kind personal regards to you all, I am

Yours very truly,

RF:AK

June 22, 1929.

General U. S. Webb,
640 State Building,
San Francisco, California.

My dear General:

By a vote of better than 7 to 1 the Carlsbad crowd have put over a bond issue for the sewer system. There is a small, nasty, healthy minority that I understand has appealed to you to give them the right to go into court under the 1925 Act and question its constitutionality.

As there are bonds out in many other places in the state under the 1925 Act, I hope to heaven you will not give this bunch of side-stepping questionable citizens the right to throw dust, and make delay on a much needed improvement.

My one regret in our last Mexican trip was that you were such a poor fisherman. I have in mind that a young fellow caught one fish five times as big as yours and with half the fuss. I have moving picture records to prove it, and I hope to show these to you at an early date. If you can get hold of a Bell-Howell projector, I will send you up the entire reel of our Mexican trip and you can have some fun with your good family and friends.

Sincerely your friend,

EF:KLM

U. S. WEBB
ATTORNEY AT LAW
640 STATE BUILDING
SAN FRANCISCO

San Francisco, July 1, 1929.

Colonel Ed Fletcher,
1020 Ninth Street,
San Diego, California.

My dear Colonel:

I have yours of June 22, 1929, relative to Carlsbad Sewer Bond issue, and beg to advise you that the same has been received at this office for attention and you will be advised of whatever action is taken with relation thereto.

I note your rather vigorous reference to the minority, but knowing your capacity to put improvement projects over (of course all meritorious), I am not sure but the defeated minority are entitled to compassionate treatment. True this is, or is supposed to be, a government of and by the majority and it is a presumption that the conclusions of the majority are always right. Sometimes conclusions are incorrectly drawn, but that is another question.

Regardless of what the pictures reveal I am not a poor fisherman, nor is it true, as your reference would seem to indicate it to be your thought, that

Colonel Ed Fletcher, #2.

he who catches the largest fish is the best fisherman. When I go tuna fishing I do not catch rooster fish and the quality of the fisherman is frequently determined by the quality of fish caught and not by their size. A rhinoceros is a big animal, but so far as I know not particularly useful.

Nevertheless I hope to have a few of these pictures and if I can find a Bell-Howell projector, as you suggest, I will ask you to send me the reel and then I will give a few exhibitions.

Very truly yours,



W:G.

July Third,
1 9 2 9

Attorney General U. S. Webb,
640 State Street,
San Francisco, Calif.

My dear General:

This will introduce my good friend of many years standing, Mr. W. T. Hart, President of the Carlsbad Union High School.

Any statements he makes you can absolutely count on and any courtesy you can extend to him will be greatly appreciated.

Yours very truly,

EP:AK

July 5rd, 1929.

Attorney General U. S. Webb
640 State Building
San Francisco, California.

My dear General:

I thank you for your letter of the 1st. Will say that the vote was 7 to 1 in favor of this sewer program at Carlsbad, and it is only as a matter of revenge that they are making trouble now. In fact, it is a personal fight between two men. Today the vote would be 10 to 1 in favor of it.

I have no personal interest or no property affected. I can only say that they do not want to put up a bond to carry the case on or have not enough money to dig up a bond, so their last resort is to appeal to you which will keep them from getting a bond.

It is a most needed improvement. The town has grown so that they must have sewerage immediately. Even the septic tank sewerage at the school is dangerous today and I hope to heaven you will refuse to let them use you as a cat's paw.

I only wish you were with the Highway Commission and Bert Meek. We spent three days here and in Mexico together, having the time of our lives. Monday and Tuesday in Ensenada and at the Aguilla Gun Club Monday night, swimming, fishing and enjoying claret wine that came from the Santa Tomas winery. Have you forgotten Santa Tomas winery, General? I do not believe you ever will.

With kindest personal regards.

Sincerely yours,

EF:GMF

San Francisco, California, July 3, 1929

Hon. Stephen Barnson,
Commissioner, State Real Estate Department,
State Office Bldg.,
Sacramento, California.

ATTENTION: T. A. KELLY, CHIEF DEPUTY.

Dear Sir:

We acknowledge receipt of your letter of June 26, relative to the change that was made by the 1929 Legislature in Section 9a, of the Real Estate Department Act.

The amendment consists of adding to the conditions of the bond words to the effect that it shall cover in addition to the acts of the broker, the acts of his "salesmen and employees."

You ask if it will be necessary when this amendment becomes effective in August, to have the bonds of those brokers now holding licenses amended, to conform with this amendment to the law.

The Statute, so far as our examination discloses, does not make any provision for postponing the effective date of this amendment. We are, there-

Hon. Stephen Barnson, #2.

fore, of the opinion that it will be necessary for all bonds to be amended to comply with the Statute, that is, the bonds must be amended so that they will include "salesmen and employees." We believe that this could be accomplished, as you suggest, by the filing of a "rider" issued by the surety. It also occurs to us that a blanket rider might be arranged by a corporate surety having numerous brokers' bonds, by the filing with the Commissioner of an appropriate document which would act as a blanket rider for all bonds written by that company.

Very truly yours,
U. S. WEBB, ATTORNEY GENERAL
R. L. CHAMBERLAIN

DEPUTY

RLC:GM

2-6765

O. K. E. F. M.

July 16th, 1929.

Attorney General U. S. Webb
640 State Building
San Francisco, California.

Dear General Webb:

The papers quote you today as saying that all real estate brokers are responsible for any acts of or statements made by their salesmen.

This is mighty sweeping and almost puts me out of the real estate business as the responsibility is too great.

Is there any insurance that will protect me against the unauthorized acts and statements of salesmen?

Enclosed find copy of my contract. I am trying to protect myself in every way I can.

As a friend and at your leisure, I wish you would write and advise me what to do in the matter.

Yours very truly,

EF:GMF

STATE OF CALIFORNIA
LEGAL DEPARTMENT

San Francisco, August 8, 1929.

Colonel Ed Fletcher,
1020 Ninth Street,
San Diego, California.

My dear Colonel:

I received yours of the 16th of July, in which you state that,

"The papers quote you today as saying that all real estate brokers are responsible for any acts of or statements made by their salesmen."

No opinion rendered by this office goes that far. I am enclosing herewith a copy of the opinion No. 6765, rendered under date of July 3, 1929, to Hon. Stephen Barnson, Real Estate Commissioner, which I assume was referred to in the news paper article, which I think has unnecessarily alarmed you.

It is my understanding that the principal is responsible for all acts of his agents within the scope of his actual or ostensible authority. I regard him as responsible for acts of an agent which though not expressly authorized are such acts as are usually done in the course of the particular business being transacted by the agent. That is though the acts have not been

Colonel Ed Fletcher, #2.

expressly authorized, being such as are usually done in the particular business or employment, they fall within what the law designates as ostensible authority, and for such acts the principal has the same degree of responsibility as attaches to him in instances of authorized acts. As to such unauthorized acts of the agent the principal is relieved from responsibility, provided the injured party knew such acts to have been unauthorized.

This last statement should be qualified to this extent. If the injured party knew the acts to be unauthorized, or had notice or knowledge of such facts and conditions as would place a prudent man upon inquiry, and he fails to make such inquiry, the principal would be relieved. However it must be remembered that if the acts of the agent are of such a character as to fall within apparent or ostensible authority, that is if those acts or representations are those which are usually done or made by the principal or agent in the business being transacted, it does not become the duty of the injured party to make inquiries.

The opinion of this office referred to in no manner dealt with the law governing the liability of the principal for the acts of his agent. The press

Colonel Ed Fletcher, #3.

article, to which you refer, was not justified, as you will see, by anything said in the opinion. The opinion merely held that under the act of the 1929 legislature the bond should in express terms cover, in addition to the broker his "salesmen and employees".

I do not understand that the amendment in any degree changes or purports to change the liability and obligations of the broker. On the contrary the amendment picks up the provisions of the Civil Code and relates its application to those provisions. The amendment itself expressly measures the liability by the provisions of the Civil Code.

I would not undertake to pass upon your contract, a copy of which you submit, but generally it appears to be very full and clear and following the usual lines of such contracts.

Every reputable principal incurs some chances with his agents and the greatest protection to the principal is found in the selection and careful instruction of such agents, and the early discharge of those who do not scrupulously follow instructions.

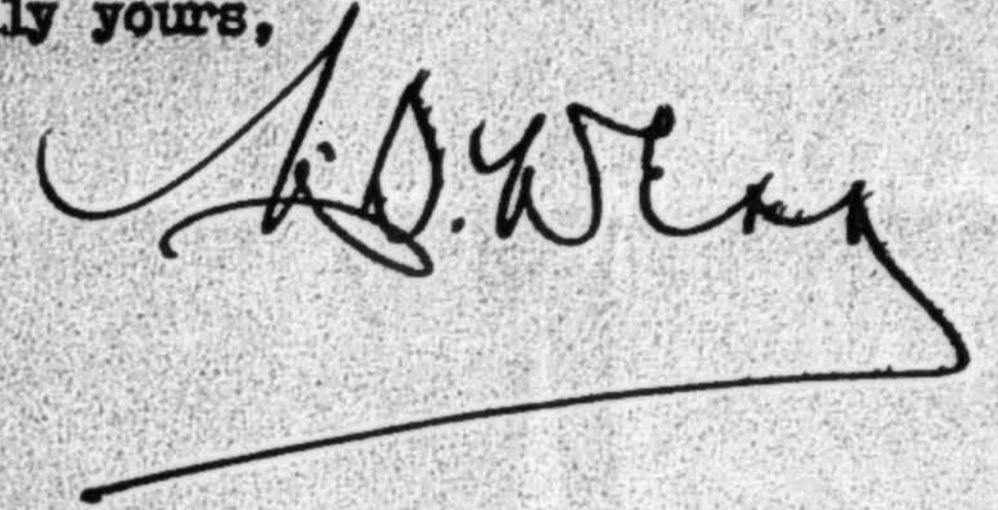
I do not know that I have much cleared the general situation for you, but I have made clear

Colonel Ed Fletcher, #4.

that the amendment made by the last legislature of the statute in question has not changed your liability.

With kindest regards, I remain,

Very truly yours,



WJG
Encl.

August 10, 1929.

Mr. U. S. Webb, Attorney General
640 State Building
San Francisco, California.

My dear General:

I thank you for your letter of the 8th. It is just what I wanted. I appreciate your taking the time to write me this long letter of explanation.

I hope you haven't forgotten Santa Rosalia, La Paz and Cape San Lucas, Magdalena Bay before day light, walking in our bare feet on the deck of "Happy Days", and above all, Santa Tomas winery.

With kindest personal regards.

Sincerely yours,

EF:GHT

Dictated but not reviewed by Colonel Fletcher.

August Twenty-first,
1 9 2 9

Hon. U. S. Webb,
Attorney General,
640 State Bldg.,
San Francisco, Calif.

My dear General:

I thank you for your letter of the sixteenth and the information therein contained.

With kind personal regards,

Sincerely yours,

EF:AK

December Thirteenth,
1 9 2 9

Attorney General U. S. Webb,
640 State Bldg.,
San Francisco, California.

My dear General:

Mighty glad to hear you escaped serious injury
in your accident.

This is just a word to let you know that we
are thinking of you and yours.

Wishing you both the Compliments of the Season
and not forgetting the young lady, I am

Sincerely yours,

EF:AK

U. S. WEBB
ATTORNEY GENERAL

STATE OF CALIFORNIA
LEGAL DEPARTMENT

San Francisco, September 25, 1930.

Colonel Ed Fletcher,
1080 Ninth Street,
San Diego, California.

My dear Colonel:

I have forwarded today by air mail
to the Attorney General of the United States the let-
ter, of which the enclosed is a copy.

Very truly yours,



U.S.
Encl.

45-31
128-2010

San Francisco, September 25, 1930.

Hon. Wm. DeWitt Mitchell,
Attorney General of the United States,
Washington, D. C.

Sir:

There has been presented to the Supreme Court of the United States a petition for Writ of Certiorari, October Term No. 305, La Mesa, Lemon Grove & Spring Valley Irrigation District, Petitioner, vs. City of San Diego, Respondent, asking for review by that Court of a decision of the Supreme Court of the State of California rendered March 21, 1930, in which it was declared that the City of San Diego, as the successor of the Mexican Pueblo of San Diego, was the owner of a prior and preferential right to the use of all the waters of the San Diego River, including its tributaries from their source to the mouth of the river. This decision is based alone upon the fact that the river flows through the corporate limits of the City of San Diego.

Two incorporated cities, several incorporated towns and nearly 20,000 acres of irrigable land now obtain water from the San Diego River which is being

Hon. Wm. DeWitt Mitchell, #2.

supplied to them by the above named petitioner, the Irrigation District, which District is a political subdivision of the State of California, organized for the purpose of supplying water under the California Irrigation District Act.

The United States is not a party to this action, and the Federal questions and Federal interest that may be involved were not presented or determined in the lower court, but the San Diego River and its tributaries rise on public lands and for considerable distance run through the Capitan Grande Indian Reservation, and the right to the control of the waters of this stream, with its tributaries, affect the interest of the United States, and because of the decision referred to if such rights be not determined in this suit it is more than probable that subsequent litigation will be required for their determination.

I have stated that the Federal interest was not shown in the lower court, but it is true that when the case reached the Supreme Court of the State by petition for rehearing the Federal questions were set forth, and in the opinion of the Supreme Court so far considered and passed upon as to give to the United States Supreme Court jurisdiction. In this aspect the question is one of moment to

Hon. Wm. DeWitt Mitchell, #5.

the United States government and is of great importance in the State of California.

By the decision such uncertainty has been created relative to the rights of riparian owners on such rivers, and the security of irrigation districts by reason of such uncertainty may be impaired.

It is because of the State's interest in the question that I have taken the liberty of addressing you this letter, and it occurs to me that if you felt it within your province to do so that the suggestion by you of the interest of the Federal government in the questions involved may aid in inclining the court toward a favorable consideration of the application.

Very respectfully,

U. S. WEBB

Attorney General.

W:G

U. S. WEBB
ATTORNEY AT LAW
640 STATE BUILDING
SAN FRANCISCO

San Francisco, October 14, 1930/

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

Dear Colonel Fletcher:

For your information I am enclosing herewith copy of letter this day received from Hon. William D. Mitchell, Attorney General of the United States, with reference to the case of Irrigation District v. City of San Diego.

Very truly yours,

U. S. Webb
J. G.

G.
Encl.

C O P Y.

OFFICE OF THE ATTORNEY GENERAL
WASHINGTON, D. C.

October 7, 1930.

Hon. U. S. Webb,
Attorney General of California,
San Francisco, California

Sir:

I acknowledge receipt of your letter of September 25, 1930, with reference to the case of Irrigation District v. City of San Diego, No. 305.

This matter was called to the attention of the Department some months ago by one of the attorneys representing the Irrigation District, and request was made at that time that the United States interest itself in this litigation. Careful examination has been made into the matter, and the conclusion has been reached that since the United States is not a party to this suit, the ultimate decree rendered therein is not binding upon the United States and leaves the United States free at the proper time to take such steps as it may consider necessary to protect any interests it might have in the subject-matter.

Moreover, the petitioner seems to be represented by able counsel, and from your letter I judge that the State of California is also much interested. I feel therefore quite certain that the court can be fully advised as to the position of the United States in the present or ultimate situation, without the necessity of affirmative action by the United States at this time.

I regret therefore that the request in your letter of September 25th may not be approved.

Respectfully,

WILLIAM D. MITCHELL

Attorney General.

RECEIVED
DIVISION OF PARKS
JUN 14 1938

San Francisco, June 11, 1938.

Department of Natural Resources,
Division of Parks,
417 Montgomery Street,
San Francisco, California.

Gentlemen: Attention: John H. Covington
Executive Secretary

I have your letter of June 1st relative to the application of the Deane Valley Dam Committee to cooperate with the San Diego County Dam Committee and the Federal government toward the ultimate construction of a dam in Palomar State Park.

Before giving your question consideration, I would be pleased if you would furnish me with full and complete details of the proposed project. I particularly desire to be informed as to what benefit the erection of this dam would be to the Palomar State Park. It would also be helpful if a rough sketch of the proposed dam be furnished, showing its location and the area of the state park which would be flooded by the waters impounded.

Yours very truly,

U. S. WEBB, ATTORNEY GENERAL

By HEIL CUNNINGHAM
Deputy

HC:G

Ed Fletcher Papers

1870-1955

MSS.81

Box: 33 Folder: 2

General Correspondence - Webb, U.S.



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