

April 29, 1918

Messrs. Gilmore and Rogan,
Arbitrators,
The Pioneer Truck Company - San Dieguito Mutual Water Company
Controversy.

I desire to file the following brief in the case:

The Pioneer Truck Company do not deny that there is still due us on the contract \$1500. They demand, however, a credit owing to expense and delay to them caused by the fact that they were ordered not to cut trees on lands within the reservoir site, by parties who had a mortgage on some of the property.

Attached hereto is a map showing the reservoir site and the lands from which the timber was to be cut; the former ownership being as follows:

Ed Fletcher,	Mary Louise Chapman,
M. Barnett,	Eucalyptus Culture Co.
C. B. Gould,	Wm. G. Henshaw

Carroll properties known as Tom and Jim Carroll.

We had a deed to these properties of Tom and Jim Carroll, and had paid over 50 % of the purchase price, but they thought their security was being lessened, and Jim Carroll brought suit and enjoined the Pioneer Truck Company. Tom Carroll and the Eucalyptus Culture Co. made a protest but did not go into court. The protest of the Eucalyptus Culture Co. was a mistake: while it is true it was made by the president of the Company, yet the president was not in authority. The man with whom the deal was made was Mr. Carper, manager of the Holland Hotel, who with his friends, control the Company, and all negotiations were with Mr. Carper. Upon investigation you will find that the protest of the Eucalyptus Culture Co. was an injustice to us and was straightened out within a week from the time protest was made. Tom Carroll did make a verbal protest I believe, but that was straightened out by our paying him a sum of money, and as the Tom Carroll trees were cut in July and August, there was a delay of only a few weeks, at the most.

Jim Carroll brought a suit and enjoined the cutting of these trees before any of them had been cut except those outside the reservoir site (on which Mr. Henshaw is now claiming damage,) except a few within the

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Reservoir site.

I had a verbal understanding with Mr. Hazard that we would extend his contract beyond the 1st of October, which was the date the contract expired, in which to cut and take in the wood. My understanding at the time was that Mr. Hazard would make no claim if the time of contract was extended.

The reason that Jim Carroll brought suit to enjoin us was that the men did commence cutting again on his place before we could make a final settlement and pay Jim Carroll off, with the result that their attorney filed a suit and we had to pay \$350. attorney's fees in addition to the mortgage.

To corroborate my statement that we had a verbal agreement regarding the contract, I want to call your attention also to our agreement to hire and pay the time of Mr. Hazard's crew until we could straighten up this controversy so as to keep them at work. This was done, and we had them build roads and in addition, had them for several days clearing the brush within the reservoir site at our expense, until the matter was straightened out.

I wish to impress upon you strongly the following points:

The contract was made on May 10th, 1917. There was a payment of \$500.00 due on June 1st, according to the contract. This was not paid until September 10th. On June 16th, 1917, as per copy of letter attached, we made demand for the first \$500., and in that letter we added

"Everything is all arranged and you can cut the wood in the reservoir site on the Eucalyptus Culture Co. property, Mr. Carper.

We have not yet made arrangements with the Carrolls, but hope to within a few days."

Please take notice that Mr. Hazard could have called the contract off. He had made no payment and he was aware that we were having some trouble with the Carrolls.

Please read my letter of June 18th again demanding the first payment of \$500. When Mr. Hazard wrote his letter of June 23rd he was laying the foundation for trouble and mentions the Eucalyptus Culture Co. as protesting, although a complete settlement had been made and there was no protest on the part of the Eucalyptus Culture Co. whatsoever at that time.

Please read all the correspondence herewith attached, particularly my letter of June 25th. We extended the time of payment of the first \$500. until July 15th.

On the back of my letter of June 25th is the following statement:

"If this arrangement is not satisfactory, an arrangement can be made to call everything off, and an equitable adjustment made; but, owing to the fact that the wood was sold you so ridiculously cheap and the slight inconvenience, we certainly do not feel justified in making you an allowance."

No answer was received to this and we had a right to assume that there would be no further objection or complaint from the Pioneer Truck Co. for the following reason: The contract was made May 10th, 1917, the entire work to be completed on or before October 1st, 1917. We extended the contract until the 1st day of January, 1918, and then extended it until the 1st day of April, 1918. It took the Pioneer Truck Company some time to get their force of men together and get started. They never were delayed twenty-four hours getting timber on any property excepting the Carroll property. They had timber which they could cut on the following properties: Barnett, Chapman, Gould, Eucalyptus Culture Co. and Henshaw, and it was only a matter of, at most, a slight inconvenience, and the heaviest timber on the whole ranch was on the Gould and Eucalyptus Culture Co. properties as an examination of the stumps will show.

Their argument that the wood was allowed to stand and they could not cut it up, which meant an additional expense, is a joke, for they have left wood there after they have it cut, for four or five months before cutting, since our final settlement with Jim Carroll.

Your attention is called to the fact that they took a contract to haul in the cement and other materials for Lake Hodges Dam. They are still working on this contract. Their trucks are going back empty, and will continue to go back empty until next August. It is owing to the fact that they had the Lake Hodges contract that they took this contract with us.

You heard Mr. Hazard, on the trip, state that there has been no demand for wood this last winter, and they have most of it on hand. So they have not been deprived of the sale of this wood on a account of a few weeks delay in getting the timber from some of our properties. I am reliably informed that the Pioneer Truck Company cut 1600 cords of wood from this tract. It is a well establish-

ed fact that oak wood is worth \$18 to \$20 per cord in Los Angeles and San Diego, and it is worth \$12 to \$15 f.o.b. cars Escondido, and the Pioneer Truck Company have an arrangement with the Pacific Wood & Coal Co. whereby the Pacific Wood and Coal Co. pay them for every cord of wood delivered at Escondido, and in addition, the Pioneer Truck Co. get one half the profits over and above that, under arrangement with the Pacific Wood & Coal Company.

Enclosed find copy of letter showing our demand of August 4th for the check. On August 27th we again wrote the Pioneer Truck Co. demanding their check for the first \$500. The first check for \$500. was paid on Sept. 10th, after they had been notified on June 25th that the whole deal could be called off and an equitable adjustment made, if they wanted to call it off. They being, at that time in full knowledge of the temporary trouble we were having with the Carrolls. How on earth they could make any protest or claim for damages under the circumstances, is more than I can understand.

Enclosed find letter of September 4th notifying them that they would have to pay damages for cutting Mr. Henshaw's trees. Also find enclosed copy of letter of October 4th in which Jim Carroll asked that the wood be not removed until final payment was made. He made no objection to the Pioneer Truck Co. cutting up the wood and leaving it on the ground until an adjustment of our troubles with Jim Carroll was made. They violated the agreement and Jim Carroll filed suit.

When I received Mr. Hazard's letter of October 19th I immediately made arrangements with him to take care of his crew. We paid Mr. Carroll on Oct. 25th in full and the injunction was released.

Enclosed find copy of my letter of October 22nd addressed to the Pioneer Truck Co., in relation to a settlement of the Carroll matter, also copy of my letter of October 22nd relative to burning brush, etc., and notice that Jim Carroll had been paid off in full. Also copy of Pioneer's Truck Company's letter to us under date of November 5th and our reply.

In closing I simply wish to say the Pioneer Truck Company were fully aware of our possible trouble with the Carrolls before any payment was made on the contract. We offered them a chance to back out and make an equitable adjustment with them. This they refused to do, and, having knowledge of all the facts, they continued

in this work. A verbal arrangement was entered into between Mr. Hazen and myself that if we would give an extension of time it would be satisfactory.

I do not think we have been treated right by the Pioneer Truck Company. Their work is incomplete and unsatisfactory. Attached hereto is letter of W. L. Detrick showing it will cost \$700 or \$800 to complete their contract. I am willing to cut this estimate in two, and will be satisfied with a decision awarding us \$350. damages-money necessary to complete their work,-in addition to the \$1500 which is due us. We prefer not to have any further business relations with the Pioneer Truck Co. in this matter as they have proven so unsatisfactory.

The question of damages due W. G. Henshaw which is included in our arbitration agreement and agreed to by both parties in interest, is a matter for you to determine. The Pioneer Truck Co. have destroyed one of the most beautiful oak groves in the county, on the border of the Lake, which Escondido people had asked to have set aside as picnic grounds.

Respectfully submitted,

EF/bm



6-STORY FIREPROOF WAREHOUSE FOR STORAGE OF COMMERCIAL AND HOUSEHOLD GOODS

PIONEER TRUCK COMPANY
SAN DIEGO TRANSFER CO.
PIONEER WAREHOUSE CO.

SAN DIEGO, CALIF. December 17, 1919

San Dieguito Mutual Water Co.,
C/o Mr. King, 8th bet. Broadway & E,
San Diego, Calif.

Dear Sir:

This is to confirm verbal quotation made to Mr. King, covering the furnishing of rock and sand, and the hauling for pipe line on the city Pueblo lands near the City Farm:

3/4" rock, delivered at reservoir, Pueblo Farm,	\$3.23 per ton
sand " " " " " "	3.13 " "
Pipe hauling only from Sorrento to Reservoir	1.10 " "

If you use this material at Sorrento, we will deliver to you f.o.b. cars there, as follows:

3/4" rock	\$1.98 per ton
sand	1.88 " "

All the above is first-class material and suitable for making concrete pipe.

Very truly yours, *[Signature]*

3.23
1.98

1.25

Ed Fletcher Papers

1870-1955

MSS.81

Box: 21 Folder: 18

General Correspondence - Pioneer Truck Company



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