

Messrs. Murray & Fletcher, doing business under the name of the Cuyamaca Water Company,
San Diego, California.

RECEIVED
SEP 17 1913

Gentlemen:

I, the undersigned, hereby pay under the following protest the bills for water rental rendered me for the months of July and August, 1913, in the sum of \$ 44.40.....

My said protest is made upon the following grounds, to-wit:

That said Murray & Fletcher have taken no efficient steps pursuant to the order of the Commission made March 28, 1913, to increase the available supply of water to the use of which I am entitled. That such supply has dwindled down in July, 1913, to one-half of the amount to which I am entitled under my contract; and in August, 1913, to one-fourth of such supply. And that I am notified by you that after September 5, 1913, no water for irrigation but only for domestic uses will be furnished. That I am suffering loss and damage by reason of such short supply and am not receiving the consideration for any increase over my contract rate of rentals, which is involved in the order of the Railway Commission of the State of California requiring you to take immediate steps to increase such supply. That the service rendered to me from said Cuyamaca Water system since the order of the Railroad Commission is not better but far worse than has been known during the history of the system.

My said payment under protest is not to be considered as any waiver of my right to contest future demands or for damages for your failure to furnish water under the contract assumed by you.

Very Truly Yours,

Sterling Spotswood Smith

*Box 48, La Mesa, Calif.
9-13-13*

CUYAMACA WATER CO.
FILE No. 2
DO NOT REMOVE
ANY LETTER
FROM THIS FILE.

COPY

Box 48,
La Mesa, California.
1/22/14

151

Col. Ed. Fletcher,

San Diego-

Dear Sir:

Referring to our conversation of this morning Mrs Smith whose place this is, was not at all satisfied with your proposition and feels that inasmuch as you settled with Mrs Campbell on a cash basis, you should be equally fair with her, you having assured us over the phone that you would be more than fair and having referred us to Mrs Campbell, against the advice of our lawyer, we did not stop the work. The trees with half their roots gone are unquestionably injured to a great extent, and the damage to the place should be estimated most conservatively at \$60.

Trusting that we may have an early reply from you, I am

Very truly yours,

Sterling Smith

COPY

Jan. 29, 1914.

Mr. Sterling Smith,
Box 48,
La Mesa, Calif.

Dear Sir:

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Answering yours of January 29th will say that I don't see how you can ask me for any damage until you are damaged, and I don't see for the life of me after looking it over how you can claim that you are damaged. But as stated to you on the ground, and I now confirm it, if any of those trees are killed or injured to their detriment, I will be glad to pay any damage and if we cannot agree on the damage, I will arbitrate it. If you still feel that there is a damage and care to have the question arbitrated now, I will appoint an arbitrator you may appoint another; those two select a third and the decision of the three arbitrators to be final as to the question of damage.

Very truly yours

FK

COPY

Box 48, La Mesa, Cal.
2/2/1914

Mr Ed Fletcher, Mgr
Cuyamaca Water Co.,
San Diego, Calif.

Dear Sir:

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Yours of the 29th ult in reply to mine of the 22nd (you state 29th) just received and note that tho you assured me over the phone you would be "more than fair" you cannot see how we can claim that we have been damaged. Inasmuch as you cannot see that a tree with half its roots chopped off is damaged I see very clearly that we must have an agreement with you before work goes on any further. You to agree in writing that if any of the trees are "killed or injured to their detriment" you will pay for them at the rate of thirt dollars per tree; also that you will pay for at least two loads of disintegrated granite to repair the entrance to the garage.

Furthermore I beg to state that when Mr Harris called upon me about a week before the work was begun on the he stated that you had a right of way across the place and desired to take ip an old pipe and replace it with a new one. I had been advised that you had lost this R/W having abandoned the line years ago but gave Mr Harris our consent to take up the old pipe and replace it with a new one as requested, however, instead of doing this you have had dug an entirely new ditch, not one inch of the old pipe having been uncovered, which has occassioned a great deal of blasting, rock falling all around the house making it necessary for Mrs Smith and the children to be kept in the house and otherwise inconvenienced. Then too the road to the house has been blocked for a week and it has been necessary for me to drive to the house thru thr grove. The machine was at the house when the rains began and when I found time to take it to the garage it was impossible to get it through the grove and it stood out in the rains of last week. In addition to these complaints the planks placed across the ditch to the garage were supported only by two cross pieces, one at one end one on or near the middle and the other day when a lady was crossing same near the unsupported end she was let down into the ditch which caused her much discomfort.

In view of these facts we claim damages to the extent of seventy-five dollars and an agreement to settle for the trees and disintegrated granite as above.

Kindly let me hear from you at once,
Very truly yours,
Sterling Spotswood Smith

COPY

151

Feb, 4, 1914.

Mr Sterling Smith,
La Mesa, Calif

Dear Sir:

Answering yours of the 2nd will say that in case any of the trees are killed or permanently injured this Company will pay for them at the rate of \$30 a tree, or in case Mr Murray refused to make this payment on the basis of \$30 a tree, I am willing to obligate the Company to arbitrate in the usual way the value of the trees and pay any damage within a week from the date after the decision has been made by the arbitrators.

Kindly let me know how much it will cost for two loads of disintegrated granite and I will send you a check for same.

We have not lost the right of way across your property and legally have the right to relay our pipe line at any time we desire to thru your property. If you care to, we will send you a copy of the official record showing when and how we acquired this right, The old agreement gives us the right to go thru any portion of your property that we desire to put the pipe line, but there is no question but what if we do you any damage, even altho we have this right, it is up to us to make good, and this is our intention.

In regard to the other matters, I have turned this over to Mr Harritt for a report. I regret that the lady has been caused any discomfort and will find out where the trouble lies.

Very truly yours,

EK

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February 4, 1914.

Mr. Ed Fletcher,
Office.

Dear Sir:-

In reply to this note will say:
Mr. Smith assured me that the need for water was so great that he had no desire to delay us in any way. My understanding was that the new line was to follow the old one and I so told him.

As to his complaints, I will have to refer you to Ellis. I haven't been on the work at all.

I am of the opinion that whenever any of these ranchers need a few dollars, they try to gauge it out of us, by any means they may have.

Yours truly,

Superintendent.

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February 6, 1914

Cuyamaca Water Co.,

Ed Fletcher, Mgr.

Dear Sir:-

Since my letter of February 4th to you, regarding Smith claim of \$75.00, I have seen him and could do nothing with him. He has suffered no damage. The trees he refers to are growing in the parkway or street and are not injured in any way. Personally I would stand him a suit if he wants one. He is rather hurt by some sarcastic letter he says you wrote him. Also he says you should see him yourself and not treat him like a child.

Yours truly,

La Mesa 157
La Mesa, Cal. Feb 4.
Mr. Ed Fletcher, Mgr.
C.W. Co., San Diego, Cal. 151
Dear Sir: Since talking to you over the telephone this morning I have discovered that the blasting which wrought such havoc yesterday was done on our place. I had notified you in writing and told both your Foreman + Engineer Ellis that I did not want any further work done on this place until you and I had come to an understanding. I refused to allow the pipe unloaded on our property but the other day when I was working at the back of the ranch it was moved onto the property and then while I was in town yesterday these facts were set off. Inasmuch as you had stated

through your Mr. Harvitt that you
desired to take up an old pipe &
replace it with a new one,
in digging an entirely new ditch
for your line, I am certainly
intitled to some explanation &
have turned the whole matter over
to Mr. Heskett & Judge Riley, in the
Scripps Building, and before any
more work is done here I wish
that you take the matter up with
Mr. Heskett.

In talking with you this morn-
ing you refer to being "held up" -
allow me to state right here that
if you refer to my asking for dam-
ages I have come far below the
actual damages due me; In blasting
rocks have come down like hail stones
all over the house & across one

rock falling so close to our 18
months old baby that he cried
with fright, branches were broken
from some of the trees & a
towel on the clothes line at
the back door was torn to shreds.
The top of the automobile was
punctured in several places:
The car was certainly damaged
by standing out in the rain
as I explained to you: In trying
to get to the home with the auto-
mobile on account of the entrance
being blocked the cap on the hub
of one of the wheels was knocked
off - Ask the man who works for
me and I have been much ham-
pered in our work and it has
been impossible to cultivate around

COPY

La Mesa, Cal. 2/11/14

Mr Ed Fletcher, Mgr
C. W. Co., San Diego, Cal.

Dear Sir:

Since talking to you over the telephone this morning I have discovered that the blasting which wrought such havoc yesterday was done on our place. I had notified you in writing and told you both your Foreman and Engineer Ellis that I did not want any further work done on this place until you and I had come to an understanding. I refused to allow the pipe unloaded on our property but the other day when I was working at the back of the ranch it was moved on to the property and then while I was in town yesterday these blasts were set off. Inasmuch as you had stated through your Mr Harritt that you desired to take up an old pipe and replace it with a new one in digging an entirely new ditch for your line, I am certainly entitled to some explanation and have turned the whole matter over to Mr Heskett and Judge Riley in the Scripps building, and before any more work is done here desire that you take the matter up with Mr Heskett.

In talking with you this morning you refer to being "Held up" - Allow me to state right here that if you refer to my asking for damages I have come far below the actual damages due me. In blasting rocks have come down like hail stones all over the house and grove, one rock falling so close to our eighteen months old baby that he cried with fright; branches were broken from some of the trees and a towel on the clothes lines at the back door was torn to shreds. The top of the automobile was punctured in several places; the car was certainly damaged by standing out in the rain as I explained to you, in trying to get to the house with the automobile on account of the entrance being blocked the cap on the hub of one of the wheels was knocked off. Both the man who works for me and I have been much hampered in our work and it has been impossible to cultivate around the trees on either side of your ditch. Mrs Smith has suffered with severe nervous headaches from the effects of the "bombardment" etc, and the additional rocks scattered through the grove causes the expense of loading and hauling off for as I told you I am endeavoring to get the rocks out as much as possible.

As an evidence of the carelessness and inefficiency of your blasting, when your men were digging after the blasting several sticks of dynamite that had not gone off were found in the holes.

Kindly see Mr Heskett at the earliest moment possible and oblige

Yours very truly
Sterling Smith

The trees on either side of your ditch. Mrs. Smith has suffered with severe nervous headaches from the effects of the "bombardment" etc. and the additional rocks scattered through the grove causes the expense of loading and hauling off for as I told you I am endeavoring to get the rocks out as much as possible.

As an evidence of the carelessness and inefficiency in your blasting, when your men were digging after the blasting several sticks of dynamite that had not gone off were found in the holes.

Kindly see Mr. Heskett at the earliest moment possible & oblige
Yours truly, Sterling Smith

COPY

Feb 11, 1914.

Mr. Sterling Smith,
Box 48,
La Mesa, Calif.

Dear Sir:

Confirming our verbal conversation will say that I regret to hear that in blasting there has been any damage done to your property and your garage. This will be your authority to hire Branam & Davis of La Mesa to fix all damage to the garage and put it in first class condition and I will pay the bill for same. In addition, as soon as the pipe is relaid, I will haul several loads of disintegrated granite and fix your driveway and put it in its original condition. If there is any other damage to your property such as blasting and throwing rocks all over the property, kindly keep track of the expenses that you are put to in the matter of cleaning up your property and send me a bill for same and I will send you check.

If the two trees that are in the street in front of your property are killed on account of relaying of this pipe line, I will send you a check for same and you can rest assured that when the pipe line is relaid I will put your land back in its original condition in a manner that will be satisfactory to you.

Assuring you that I regret that you have been annoyed in this manner, believe me,

Sincerely yours,

FK

Box 48, La Mesa, California.

February 15, 1914.

Cuyamaca Water Company,

San Diego, California.

Gentlemen:

I will grant you right of way over my place, Moshassuck Ranch, for laying flume across that portion thereof now indicated by a ditch which you have partially excavated, upon the following terms:

First - Payment of two hundred and fifty dollars to cover present damages to house, garage, automobile, grove etc.

Second - Agreement by you to pay for all damage which may be caused me in the completion of the work.

Third - Relinquishment of all rights of way servitudes and easements in your favor against said ranch except the right acquired by this agreement.

Very truly yours:

Sterling Smith

2/15/14 La Mesa

(151)

Dear Mr. Post: After you left I borrowed
a ladder & examined the roof of the
house, finding that a number of the
tiles had been chipped and broken,
which will necessitate the taking up
a great part of the roof & causing
much annoyance. As I have stated the
automobile top was damaged by rocks puncturing
it, & the car otherwise damaged - the
garage has to be entirely replastered &
a new roof is required. We have lost
much time in our work, the trees were some-
what damaged by having fruit and limbs broken
and rocks scattered by the blasting to be cleared
away etc. I find there is no one at the P.O.
in La Mesa after noon on Sunday so will
bring my letter in to you in the morning

Truly yours
Sterling Smith.

Feb. 25, 1914.

(151)

Mr. Sterling S. Smith,
La Mesa, Cal.

Dear Sir:

Answering yours of Feb. 24th will say
that I have personally investigated the damage and
instructed Mr. Ellis to repair all damage of any kind or
description. The disintegrated granite will be hauled
immediately to your place. Mr. Ellis says that he has
repaired the damage on the roof; if this has not been
fixed, please let me hear from you and it will be
attended to. Please give me a list of your damage
that you want repaired that we are responsible for and
I will see that it is attended to immediately.

Referring to the trees that are in
the County road, if these trees die I will make the
proper holes and put in two new trees in their place
at our own expense.

Very truly yours,

SK

copy Mr. Matthews

P.O. Box 48
Lamesa, Calif.

Apr. 26. 1914.

Mr. Ed Fletcher, Mgr.
San Diego

(151)

Dear Sir: On completion of your
pipe line through this place
you advised me you had
instructed Mr. Ellis to see me
regarding damages - he came
to the house & I gave him a
list - Later your foreman
came to see me & said you
had told him to see me
& get items, at which time
I addressed a letter to you
& gave him stating what I
considered due me, since

then I have not heard a
word from any of you
Will you kindly advise
me what disposition has been
made of the matter. In this
regard I beg to advise you
that nearly a month ago there
was a leak in your pipe & your
men dug several places in
the ground, water has been
standing in all these
places & its very dangerous
as its absolutely impossible
to keep our small boy in
the house all the time
You have children of your own

& can realize the worry
occasionally having such
death traps on the place
There is another matter
I would like to take up with
you - When I bought this place
with it I was given a water
right of 9/10 of an inch 1/10
having been sold with one
acre previously but the
books of your company show
the full inch in my name
Would it be possible for
the 9/10 of an inch to be metered
to me & the 1/10 to the owner
of the one acre - Mr. Lieber

ALL ROOMS ARE ON THE
OUTSIDE AND HAVE
PRIVATE BATH

CAFE IN CONNECTION

PHONE WASHINGTON 1183

W. J. WRIGHT, MANAGER

Hotel Chancellor

SEVENTH AND BERENDO STREETS

Los Angeles

U. J. Blotter
655

7-15-29
alter
H.C.

July 15/29

Col. Ed. Fletcher
San Diego Cal.

My dear Col:
As one of the appraisers
in the Arthur R. Peck estate
would like to know the
value of his membership
in the Shore Across County Club.
If it can be transferred what
is the Market Value?
If you have information
at hand would appreciate
your giving it to me.

I hope next time I come to
San Diego I'll find you at home.
A chat with you would be
a very welcome change.

Regards to all

John
W. S. Stephens

uses water to his hearts content
+ I had to suffer for it where
as you could charge him at 25¢
a thousand for any excess

I will appreciate an early
reply - Very truly

Sterling Spotswood Smith

*3
Hamm*

January 15th, 1929.

Hon. William D. Stephens
Hotel Chancellor
7th and Berendo Streets
Los Angeles, California.

My dear Governor:

Am glad to get your letter of the 15th and will find out immediately what a membership in the Shore Acres Country Club is worth and will let you know.

I want you to come to San Diego, visit us at our home, and travel around with me in the back country, spending three or four days here, and renewing old acquaintances. Mrs. Fletcher insists on it as well.

Am going away next week for about ten days, but sometime in February or March, you will be more than welcome.

Are you friendly enough with me to write me a letter when it will be agreeable to come or must we be very formal and set the date? We want you to come at your convenience later on in the early spring.

With kindest personal regards.

Sincerely yours,

EF:CMF

January 17th,
1929

Honorable Wm. D. Stephens,
Hotel Chancellor,
Seventh & Berendo Streets,
Los Angeles, California.

My dear Governor:

Enclosed find letter from Deane Plaister that is explanatory.

I don't know of any such country club unless it is at La Jolla and am sorry I can not give you the desired information.

Give me further information, please, as to where the Shore Acres Country Club is located and I will get you the desired information.

Sincerely yours,

EF:AK

January 21st,
1929

Hon. Wm. D. Stephens,
Hotel Chancellor,
Seventh & Berendo St.,
Los Angeles, Calif.

My dear Governor:

Answering yours of the eighteenth, I have a little mountain resort with twenty or thirty trout pools, my own lake, back up behind Warner Hot Springs and if you feel like coming down in the spring I will give you some real trout fishing, otherwise we will wait until fall and go duck shooting together. This is an official invitation.

I will set the date, or you, just as you prefer.

Under separate cover I am sending you a photograph of the whole Fletcher family.

I am more than glad that you feel as you do toward us and both Mrs. Fletcher and I return the friendly feeling with interest.

With kind personal regards,

Sincerely your friend,

EF:AK

ALL ROOMS ARE ON THE
OUTSIDE AND HAVE
PRIVATE BATH
CAFE IN CONNECTION
PHONE WASHINGTON 1183
W. J. WRIGHT, MANAGER

Hotel Chancellor

SEVENTH AND BERENDO STREETS

Los Angeles

Jan 27/29

Col Ed Fletcher
San Diego.

My dear Col.

Your invitation for a "private fish" is wonderfully tempting, but it's impossible for me to get away now or soon, and so perhaps I'll miss out on the trout - but I am counting on the duck shoot in the fall - even though I may not be able to count many ducks unless you shoot them - for I am a poor shot, but a great lover of the sport.

With kindest regards.

The photograph
is eagerly expected.
Wm. D. Stephens

Ed Fletcher Papers

1870-1955

MSS.81

Box: 26 Folder: 2

General Correspondence - Smith, Sterling S.



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