

CHARLES C. CROUCH

HUGH A. SANDERS

100-1

CROUCH & SANDERS
ATTORNEYS
SPRECKELS BUILDING
SAN DIEGO, CALIFORNIA
PHONE 66446

July 7, 1922.

Colonel Ed. Fletcher,

Fletcher Building,

San Diego, Calif.

Re: Fixin--Albright
Notes.

Dear Colonel:

In reply to your favor of the 5th instant, relating to the above notes, I beg to advise you that you referred this matter to us on the 7th of September, 1921, at which time we advised you under date of September 21st, that there was no reason why judgment could not be obtained against both the Maker and Guarantor of the note. On October 6th, you directed us to send the notes to Mr. Crouch's brother in Los Angeles, which we did; and they were notified to make payment within ten days. We hold the registered receipt for the notice. Payment was not made.

The notes provide for attorney's fees, and if the Maker or Guarantor have any property which we could reach by execution, we should be able to satisfy a judgment obtained upon these notes. Would recommend investigation of the financial responsibility of these parties, and in the event that they be found solvent, a suit be brought in Los Angeles.

Very truly yours,

Hugh A. Sanders

HAS:W

CHARLES C. CROUCH

HUGH A. SANDERS

100-1

CROUCH & SANDERS
ATTORNEYS
SPRECKELS BUILDING
SAN DIEGO, CALIFORNIA
PHONE 66446

July 21, 1922.

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

FIXEN--ALBRIGHT NOTE.

Dear Colonel:

Replying to your favor of the 8th instant, you have 4 years from the maturity of these notes to file an action to enforce collection. I understand that these notes were dated Jan. 8, 1921, and bear the indorsement of Harrison Albright. The indorsement is not dated, and it will be necessary to establish the fact that Mr. Albright executed this indorsement while mentally competent by evidence other than the face of the note. I do not doubt but what this could easily be done.

Your cause of action against Mr. Albright is not barred by him being adjudged insane, and the suit can be brought at any time within the 4 years above mentioned against him and his guardian, and if no guardian has been appointed, we can easily appoint a guardian ad litem for the purpose of the suit.

There is no procedure for filing claims against an incompetent person similar to that of the estate of a deceased person.

As there are several years before the statute will run against these notes, there is no necessity of bringing an action now unless you should so desire.

Very truly yours,

Hugh A Sanders

100-1

July 25, 1922.

Mr. Hugh Sanders,
c/o Crouch & Sanders,
Spreckels Building,
San Diego, Calif.

My dear Mr. Sanders:

Answering yours of July 21st, will
say that a guardian has been appointed for Mr.
Albright. However, we will let the matter run
for a while.

Yours very truly,

EF:AH

August 7, 1922.

Kaufman
Mr. Hugh Sanders,
c/o Crouch & Sanders,
Spreckels Building,
San Diego, California.

My dear Sanders:

Enclosed find a copy of a Cuyamaca
Water Company matter. What I want to know is this: Is
there anything in this agreement that could prohibit
my selling the Kaufman house and 5 acres of land,
paying \$1,000 and let Jennings have the rest. You
notice that Jennings made no reservation regarding the
house and barn.

Yours sincerely,

EF:KJM

CHARLES C. CROUCH

HUGH A. SANDERS

CROUCH & SANDERS
ATTORNEYS
SPRECKELS BUILDING
SAN DIEGO, CALIFORNIA
PHONE 66446

August 8, 1922.

Colonel Ed Fletcher,

Fletcher Building,

San Diego, Calif.

Re: Jennings--Kaufman Property Agreement.

Dear Colonel:

In reply to your quere: "Is there anything in this agreement which could prohibit my selling the Kaufman house and 5 acres of land, paying \$1,000 and let Jennings have the rest?".

Permit me to say: That this agreement gives you authority to sell any portion of the Kaufman property in tracts of not less than 5 acres at a time and at a minimum price of \$200 an acre. The only restriction being as contained in the letter and agreement as follows: "Upon paying me the total purchase price for the land so sold," and "The purchase price is to be paid to Jennings and credited on the balance due."

Consequently, if you sold this land for an amount in excess of \$200 an acre, you would be required to pay the entire purchase price to Mr. Jennings to be credited upon the contract. I find nothing in this agreement which reserves any of the improvements, such as buildings, from sale

by you provided they go with the sale of a 5 acre tract of land, and if you sell the house and barn with 5 acres of land and pay the entire purchase price to Mr. Jennings, you will in no way be exceeding your authority in this agreement.

Trusting that this will answer the above quere,

I am

Very truly yours,

Hugh A Sandere

CROUCH & SANDERS
San Diego, California.

September 6th, 1922.

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

Dear Colonel: Re Contractors claims against Highway Commission

Mr. Crouch has asked me to write you regarding the above matter, pursuant to your phone conversation with him yesterday.

David H. Ryan contractor for the construction of the County Highway known as the Lakeside Job, was requested by Engineer R.M. Morton to buy burlap, and cover the fresh laid pavement with it. Ryan objected, and said that the specifications did not call for it, and that he did not want to pay for the extra material and labor out of his pocket. The Engineer refused to let him go ahead with the work unless the burlap was procured and laid, and in the presence of Resident Engineer Watson told Ryan to go ahead and get the burlap and the Highway Commission would pay him for the material and labor incident to placing it on the pavement.

Ryan bought the burlap and laid it on the pavement, and April 14th, 1922 rendered the Highway Commission a bill of \$119.50 for the burlap and freight on same, and \$85.00 for labor of two men one hour per day for 85 days, or 170 hours at fifty cents an hour.

The highway Commission referred this bill to Mr. Wheaton as a Committee of One to investigate, and he informed the Commission that:

"Mr. Utley advised that it is clearly within the province of the Commission to require, on the part of a contractor, any reasonable thing or method which will add to the efficiency of the work to be performed, that such use of burlap was a reasonable requirement, and not a proper charge to the County."

It is true that the Commission may require any reasonable thing in connection with the improvement, but Mr. Ryan's position is that it is not right for the Highway Engineer to promise a contractor that if he will purchase extra material and perform extra labor, that he will be repaid by the Highway Commission and then refuse to pay the contractor on a technicality.

Mr. Ryan claims that Morton promised to give him a written order for the extra material and labor, and after the material was ordered kept putting him off, and finally refused to give him such an order.

Respectfully,
HUGH A. SANDERS

Original to Sherwood Wheaton

12-5

September 21, 1922.

Mr. Hugh Sanders,
661 Spreckels Bldg.,
San Diego, Calif.

My dear Mr. Sanders:

Inclosed find letter from Sherwood Wheaton that is explanatory. My suggestion is that you write to Mr. Morton, whose address is Box 84, Norwalk, Calif., and get an explanation from him. The matter never came to my attention, and I had nothing to do with it.

Yours very truly,

HF:AH

Original sent to Mr. Sanders.

150-5

9/20/22

Dear Col.

Just returned from a 3 weeks vacation. This matter is dead and buried long ago. I don't think Morton, ever made such a promise. Every other contractor was required to furnish burlap (to prevent hair cracks) and none of them were paid for it, or asked payment. I am surprised that Dave hangs on so, over such a small item. He is not entitled to pay for the burlap, and I certainly would never be a party to a recommendation that it be paid.

SHERWOOD WHEATON

CHARLES C. CROUCH

HUGH A. SANDERS

CROUCH & SANDERS
ATTORNEYS
SPRECKELS BUILDING
SAN DIEGO, CALIFORNIA
PHONE 66446

March 26, 1923.

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

Dear Colonel:

I have prepared a contract whereby Moyer sells to you all the estate which he now has or may hereafter acquire in the Boulder Creek property for which you agree to pay him Seven Hundred and Fifty Dollars (\$750.00) cash, Seven Hundred and Fifty Dollars (\$750.00) on June first, and upon the exercise of your option to purchase it, the further sum of Twenty-six Thousand Dollars (\$26,000.00), and one-half ($\frac{1}{2}$) of the net proceeds to you on the sale of the property.

It is my opinion that you are agreeing to pay Moyer considerable more than his interest is worth, and that the most he is entitled to would be the face of his claim against the company. Since he was willing to cut his claim to Eight Thousand Dollars (\$8,000.00) for the purpose of suit, he should be willing on a cash deal to even take less.

I also call your attention to the following statements made to me by Mr. Moyer: that the company has

never secured patent on this land; and that if Moyer jumps the claim in July, you will have to prove up as a mining claim to get your patent, and ^{then} ~~that~~ you would have to get your patent before you could sell or use the land for power purposes, which would cost you a large sum of money.

What it seems you are getting by this contract is merely hiring Moyer to secure title and convey to you at the exorbitant price of Twenty-six Thousand Dollars (\$26,000.00) and one-half ($\frac{1}{2}$) of your net receipts, and before you would be in a position to consummate this deal, you would have to outlay close to Three Thousand Dollars (\$3,000.00).

Considering the contingencies upon which any ultimate profit to you depends, I consider you entering into such a contract as the one herein proposed, unwise, and therefore, recommend against its execution, unless modified so as to apportion the benefits more equitably.

Very truly yours,

Hugh A. Sanders

HAS:W

CROUCH & SANDERS
ATTORNEYS
SPRECKELS BUILDING
SAN DIEGO, CALIFORNIA
PHONE 66446

April 10, 1923.

Colonel Ed Fletcher,
Fletcher Bldg.,
City

Dear Colonel:

I have prepared a certain Deed and Escrow Agreement, together with note for Fifteen Hundred Dollars (\$1,500.) to be given by George Moyer. The security produced for this loan consists in a Grant Deed to one-half interest in three certain mining claims. In my opinion, this is not a security for this loan.

It is my opinion that Mr. Moyer's title, if he has any, to this property would not be available for any uses that you desire until a patent had been secured, and that the contingencies between the present status of Mr. Moyer's title and his acquiring a patent are too hazardous to justify acceptance of such security for a sum of Fifteen Hundred Dollars (\$1,500.00), and a further advancement of an equal or larger sum.

Therefore, I advise you to require adequate security before paying any money to Mr. Moyer.

Very truly yours,

Hugh A. Sanders

HAS:W

CHARLES C. CROUCH

HUGH A. SANDERS

CROUCH & SANDERS
ATTORNEYS
SPRECKELS BUILDING
SAN DIEGO, CALIFORNIA
PHONE 66446
Nov. 1, 1923

Colonel Ed Fletcher,
Fletcher Bldg.,
City

Dear Colonel:

Inclosed herewith please find following
original letters in connection with the Murray note, to-
wit:

Letter dated August 28, 1923, ✓
" " September 26, 1923, ✓
" " October 19, 1923, and ✓
" " October 29, 1923. ✓

Will you please have your secretary make copies of these,
and retain the originals for your files, and remitting
the copies to me.

Very truly yours,

Hugh A. Sanders

P.S. Also inclosed is copy of my reply to Mr. Brown's
favor of October 29th, 1923.

Incs.

HAS:W

CHARLES C. CROUCH

COPY

HUGH A. SANDERS

CROUCH & SANDERS
ATTORNEYS
SPRECKELS BUILDING
SAN DIEGO, CALIFORNIA
PHONE 66446
Nov. 1, 1923

Mr. W. S. K. Brown,
Attorney at Law,
315 Montgomery Street,
San Francisco, Calif.

My dear Mr. Brown:

This will acknowledge receipt of
your esteemed favor of October 29th. Your gracious
acceptance of my explanation of Colonel Fletcher's
statements will doubtless close our negotiations
respecting the execution of the two renewal notes and
remove all obstacles preventing your acceptance there-
of.

Your interpretation of my explanation as set
forth in your letter to me of October 29th is correct,
and we will, therefore, assume that the notes having
been delivered to you without the reservation to which
you objected, that the incident will be closed.

Please accept my thanks and appreciation for
the very patient and courteous manner in which you have
conducted the transaction herein, and with kindest
personal regards, I am

Sincerely yours,

HAS:W

March 7, 1924.

Mr. Hugh Sanders,
Spreckels Building,
San Diego, California.

My dear Sanders:

I want to call your attention to the fact that the city will stoop to nothing in their attempt to commence the construction of a dam either at Mission Gorge No. 3 or at El Capitan.

In 1919 I gave permission to H. H. Savage, hydraulic engineer for the city at that time to go on the land at El Capitan and core drill and make any exploration they wanted, on condition that they assumed all responsibility for damages and rendered to us a record of all work done. This the city has done.

Enclosed find copy of permit given to Mr. Savage in 1919, also copy of permit given to Mr. Rhodes in 1923, for your information and guidance.

Assuming that no compromise is made with the city what is to hinder them from going on there again and commencing actual construction. Would they not have a technical advantage in court when it comes to serving an injunction? Our game is not to allow them to do a dollar's worth of work or get possession of the land until a settlement has been made mutually satisfactory, or a supreme court decision. Should I not cancel the permits to the city? Should not official notice not to trespass be put up at Mission Gorge and El Capitan both?

Our land is not fenced and anyone could go on and take possession. Has it reached a point where we ought to put a man on there and keep him in possession at both places doing work for a while. Under no condition do I want to see the city steal a march on us or gain possession of either of those properties to commence work without our written approval.

I have sent a copy of this to Mr. Stern and Sombor Flint.

Yours very truly,

EF:KLM

April 3, 1924.

Mr. Hugh Sanders,
Spreckels Bldg.,
San Diego, Calif.

My dear Sanders:

This will introduce Mr. Shulter and Mr. Ahrens.

These two men can do more to get the truth out of the books of the S. L. Studio than any two living men. I want you to please tell them what is being done and put them in touch with the District Attorney if they care to see him.

I can get the books any day if there is any necessity of seeing them.

Yours very truly,

EF:KLM

CROUCH & SANDERS
ATTORNEYS
SPRECKELS BUILDING
SAN DIEGO, CALIFORNIA
PHONE 66446

April 12, 1924

Cuyamaca Water Company,

916 - 8th St.,

City

Attention of Mr. Ed Fletcher

Gentlemen:

You wrote me on the 7th of March in respect to a possible attempt on the part of the City to commence construction of a dam site on the Mission Gorge Dam No. 3 or El Capitan.

At the time, I verbally asked you to revoke the permit heretofore given the City to make exploration work and investigation on these dam sites.

If you have done so, please so advise me; if not, I will prepare copies of letters to the City covering this point.

Very truly yours,

Hugh A. Sanders

HAS:OW

Permits & cancellation
filed on 130-5
"Development of Water on S. R. River"

April 22, 1924.

Mr. Hugh Sanders,
Spreckels Bldg.,
San Diego, California.

My dear Sanders:

On Page 17 of the audit of the S. L. Studios, there is an item of \$2028.30, paid to George H. Stone. Also another item of \$42 to Geo. H. Stone. Mr. Stone today made the statement to Mr. Ahrens, address Broadway Theater that he had received less than \$300, his total compensation for services to the S. L. Studios. Either Mr. Stone is a liar or Sawyer is a crook.

This is one point. The quicker you get action on this thing the better it will suit me. Mr. Ahrens asked two different times and got the same answer. He wanted to be sure he was right. Mr. Ahrens is a friend of mine and is playing the game, helping us to get at the facts to see that justice is secured.

He also has something coming to him from the S. L. Studios, is one of the men I want to see protected when a clean-up is made.

I wish to call your attention to another matter. Mr. Ahrens has been paid by the S. L. Studio for the sale of stock \$1700, and the records show \$400.00. The records now show that Ahrens is indebted to them for about \$100 while he has a legal debt against them for \$5,355.00. In other words, Sawyer has been credited with the twenty percent commission to his account instead of having it show on the books as a credit coming to Ahrens and this one item will reduce our friend Sawyer's indebtedness to that amount.

Mr. Ahrens known more about the inner workings of the S. L. Studio than any one, I guess, and I want you to call him into conference and go into these matters with him at your earliest convenience, please.

Yours very truly,

EF:KLM

Dictated Apr. 18th

April 24, 1924.

Mr. Hugh Sanders,
661 Spreckels Bldg.,
San Diego, California.

My dear Sanders:

Inclosed find copies of letters
to the S. L. Studios received by Mr. Welles that
are explanatory.

Mr. Welles is going into this matter
energetically, and reports that the Corporation
Commission Department has agreed to order the
three thousand shares of common stock turned back
to the S. L. Studios intact.

Please show these letters to the district
attorney.

Yours very truly,

EF:AH

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT

GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

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The filing time as shown in the date line on full rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.
RECEIVED AT 341 PLAZA, SAN DIEGO. CALIF. ALWAYS OPEN.

SB386 49 BLUE

1924 APR 28 PM 1 13

SAN FRANCISCO CALIF 28 12 10P

ED FLETCHER

MAIN 167 SANDIEGO CALIF

STERNE SAYS PETITION CHANGE TO SEVEN HUNDRED FIFTY THOUSAND COMMON
AND QUARTER MILLION PREFERRED IN LIEU BONDS REFUSED WIRE UTFRANCIS
YOUR DESIRES AND INTENTION RE FIVE HUNDRED DOLLAR FEE TO BE PAID
COMMISSION BEFORE ORDER IS EFFECTIVE STOP PRESS INTERVENTION BY
DISTRICT IMMEDIATELY OUR APPLICATION WILL BE DECIDED THURSDAY
HUGH A SANDERS.

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

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RECEIVED AT 341 PLAZA, SAN DIEGO. CALIF. ALWAYS OPEN.

SB370 41 BLUE

SAN FRANCISCO CALIF 10 1155A

ED FLETCHER

330
FLETCHER BLDG SANDIEGO CALIF

BELIEVE ATTORNEY GENERAL WILL PERMIT APPEAL AND NOT OBJECT TO
INTERVENTION BY TRUSTEES ADVISE SLOANE FILE HIS BRIEF STOP RAILROAD
COMMISSION HAS MADE ORDER PERMIT SEVEN FIFTY COMMON AND TWO FIFTY
SEVEN PERCENT CUMULATIVE PREFERRED STOP I HAVE COPY OF ORDER
HUGH A SANDERS.

CHARLES C. CROUCH

HUGH A. SANDERS

CROUCH & SANDERS
ATTORNEYS
SPRECKELS BUILDING
SAN DIEGO, CALIFORNIA
PHONE 66446
Sept. 8, 1924

Rhodes

Cuyamaca Water Company,
916 - 8th Street,
San Diego, Calif.

Attention of Colonel Ed Fletcher.

Gentlemen:

In your favor of September 3rd, you asked us for a general statement as to whether or not the City of San Diego can condemn El Capitan, and how many years before they can get possession.

It is our opinion that either you or the La Mesa, Lemon Grove and Spring Valley Irrigation District may resist any action brought by the City to condemn El Capitan with reasonable grounds to anticipate success therein. In addition thereto, the eminent domain provision of the State constitution only provides for the City obtaining possession of the properties prior to final judgment in actions to acquire a right of way, and in an action to condemn a dam site in fee simple, there is no provision whereby the City could acquire possession of the properties prior to final judgment, and this would cover a period of probably two to six years, depending upon the length of time occupied in the determination of the appeal from the judgment in the Superior Court.

Trusting that this general statement will answer your purposes, we are

Very truly yours,
CROUCH & SANDERS
By *Hugh A. Sanders*

HAS:OW

Original filed in Railroad Dist file

CROUCH & SANDERS ✓
Attorneys
San Diego, Calif.

December 6, 1924.

Cuyamaca Water Company,
Fletcher building,
San Diego, Calif.

Attention of Colonel Fletcher

Gentlemen:

Re: DEVELOPMENT OF EL CAPITAN.

The position of the Cuyamaca Water Company and its probable successor in interest, the La Mesa, Lemon Grove and Spring Valley Irrigation District, will be materially strengthened by commencing work to install a pumping plant on El Capitan No. 2 and an actual diversion and appropriation of the water from this particular location to public use.

If the City desires to proceed before the Railroad Commission, we hope to establish the necessity of the City abandoning its present condemnation proceedings. If they can be successful in doing this, through eliminating our cross-complaint to the present proceedings, we would then have actual diversion and appropriation of the water at the point of condemnation.

There must be a contest between us and the City to secure permission from the Government to acquire portions of Quarter Sections Seven (7) and Eight (8) in the Forest Reserve for El Capitan No. 2. If we are actually developing the portion now owned by us, it would make us the logical person to be granted the authority and permission to acquire the Government's portion.

The City of San Diego has advertised this dam site to such

an extent that if we can establish conclusively our control of it, the City will be forced by public opinion to a reasonable compromise with either us or the district.

Therefore, I strongly recommend that we maintain sufficient guards to guarantee physical possession of the dam, and if ways and means can be devised and agreed upon between you and the irrigation district that actual development work be commenced forthwith.

If we continue to maintain our guards at the dam site, the City of San Diego can only secure possession by the exercise of force and if they do this, we can repossess ourselves of the property within a very short time. However, if the City obtains peaceable possession of this property under claim of right, I seriously doubt our ability to repossess ourselves of the property in sufficient time to bring about the solution that we desire in the water situation.

Very truly yours,

CROUCH & SANDERS

By Hugh A. Sanders

HASLOW

1
January 9, 1925.

Mr. Hugh Sanders,
Spreckels Building,
San Diego, California.

My dear Hugh:

Enclosed find City of San Diego suit Number 43617. Service was secured on Mrs. Fletcher and me this day.

Kindly acknowledge receipt.

Yours very truly,

EF:KLM

C R O U C H and S A N D E R S
SPRECKELS BUILDING
San Diego, Cal.

January 13, 1925.

Col. Ed Fletcher,
920 Eighth Street,
San Diego, Calif.

My dear Colonel:

I was in Los Angeles Wednesday, Thursday and Friday of last week, in conference with Mr. Smiley and Mr. Beebe, during which conference we prepared our defenses in the Federal suit and filed them, and at the conference with Mr. Beebe, Mr. Fred Stearns, representing the irrigation district, agreed upon a procedure in the Supreme Court which, if successful, will be the foundation of an opinion approving the validity of the bonds without the necessity of a termination of the various lawsuits now pending in respect to the bond issue.

At this conference I had a rough draft of the form of petition to be presented to the Supreme Court in connection with the bond issue. Attached to this petition were various exhibits such as the resolution calling the bond election, the notice of the bond election, resolution directing the issuance of the bonds and the form of the bonds. Mr. Stearns told me he had these in his office. I called his office yesterday and asked for a copy of these matters to be typed, and attached to my petition to take to the Supreme Court and was unable to get in touch with Mr. Stearns until about five o'clock, and he told me I could verify the forms that had been given me by the Minute Book of the District. Last night I got the president of the district on the phone and had him bring in the Minute Book this morning. On checking the forms given me with the minutes, I find they do not agree.

Mr. Stearns is away until one o'clock today, consequently I am unable to check the matter over with him, therefore I do not believe it would be wise to proceed with the petition to the Supreme Court until the exhibits attached to the complaint had been verified with the minutes, and in view of the fact that I find a difference in the various forms, I would much prefer to have Mr. Beebe o. k. the ones attached to the petition before it is presented to the Supreme Court. This, of course, will necessitate a delay

-2-

in the presentation of this to the Supreme Court until after the hearing before the Railroad Commission on next Tuesday, or about one week's time. I am sorry for this delay, which is unavoidable as far as I am concerned, but it is safer to handle it this way and know we are doing it right.

Yours very truly,

Hugh A. Sanders
by K.L.M.

HAS:M

CROUCH & SANDERS
ATTORNEYS
SPRECKELS BUILDING
SAN DIEGO, CALIFORNIA
PHONE 66446

Jan. 23, 1925.

Colonel Ed Fletcher,
Fletcher Bldg.,
San Diego, Calif.

Dear Sir:

We have yours of the 20th instant stating that it is your understanding that since the La Mesa bond collection we are collecting our fees from them, and that you are only advancing the money for the benefit of the district, and inquiring what is our understanding.

In reply will say that such is not our understanding. We look to you for the payment of all services rendered or to be rendered by us in behalf of the Cuyamaca Water Company. If you have any understanding or arrangement with the La Mesa Irrigation District for reimbursement of your expenses and attorneys' fees, it is a matter in which we feel we are not concerned.

We wish you also to be under no misapprehension as to our compensation for prosecuting or defending the various actions and proceedings in behalf of the Cuyamaca Water Company and its owners, such as the defense of the El Capitan Condemnation suit, the defense of the action brought by Graves, et al., in the United States District Court, the injunction

2.

against the transfer of the Cuyamaca properties to the La Mesa Irrigation District, the action now being prepared to test the validity of the bond issue by the Irrigation District, the proceedings before the Railroad Commission for the approval of the sale by the Cuyamaca Water Company, a Co-partnership, to the Cuyamaca Water Company, a corporation, the proceedings now pending before the Railroad Commission to secure their approval of the proposed transfer of the system to the Irrigation District, etc.

We have not as yet rendered bills for our services in any of these matters because of the Company's financial condition and inability to pay the balance due on the bill rendered you under date of June 26, 1924. So soon, however, as we have reason to believe the Company is in a financial condition to make payment, you will receive our reasonable bill for all such matters.

Very truly yours,

CROUCH & SANDERS

By Hugh A. Sanders

CROUCH & SANDERS
ATTORNEYS
SPRECKELS BUILDING
SAN DIEGO, CALIFORNIA
PHONE 66446

Feb. 12, 1925

Cuyamaca Water Company,
Fletcher Building,
San Diego, Calif.

Attention of Colonel Fletcher

Gentlemen:

This will acknowledge receipt of your communication of February 10th, addressed to us, and your communication of February 11th, addressed to our Mr. Sanders.

Referring to the communication to Mr. Sanders, we call your attention to the fact that Mr. Sanders' statement to you in June, 1924, was revised in July, 1924, and that there is a difference of Two Hundred Dollars (\$200.00), which is apparent from the face of the bills, if you will inspect them.

On the 6th of February, we told you that we must have Twenty-five Hundred Dollars (\$2,500.00) on account within ten days thereafter, or we would be unable to continue to represent you in the various litigations now pending in which your Company is involved. We note that you inclose your check for One Thousand Dollars (\$1,000.00) on this account. In that regard, please note that we do not desire to modify in any way our statement of the 6th instant, and wish you to understand that we were in earnest when we outlined our position in this matter to you, and do not expect to recede therefrom in any particular.

2.

Therefore, please be advised that we expect to receive from you on account the sum of Fifteen Hundred Dollars (\$1,500.00), being the remainder of said sum of Twenty-five Hundred Dollars (\$2,500.00), within the said ten days, which time expires February 16th, 1925, and unless you are willing to comply with our request as above outlined, we wish you to also understand that on the next day we shall expect to have other counsel substituted in our place, and unless such arrangement and substitution is made by you at that time, we will file a motion in the Superior and Federal Courts to withdraw from the cases therein pending.

Our letter to you of even date further replying to your favor of the 10th instant, in relation to conferences over compensation in the various litigation is not to be taken as a modification or extension of time of our request for payment on account as above outlined.

Very truly yours,

CROUCH & SANDERS

By Hugh A. Sanders

HAS:OW

CHARLES C. CROUCH

HUGH A. SANDERS

CROUCH & SANDERS
ATTORNEYS
SPRECKELS BUILDING
SAN DIEGO, CALIFORNIA
PHONE 66446

Feb. 12, 1925

Guyamaca Water Company,
Fletcher Bldg.,
City

Attention of Colonel Fletcher

Gentlemen:

Further answering your favor of the 10th instant, we note that you have given your partner, Mr. Stern, copies of our correspondence and requested a conference at an early date. We shall be glad to join you and Mr. Stern at such a conference and agree with you that there is no reason why such a conference should not result in our mutual satisfaction.

Very truly yours,

CROUCH & SANDERS

By Hugh A. Sanders

HAS:OW

COPY

[SANDERS]

Charles C. Crouch

Hugh A. Sanders

CROUCH AND SANDERS

Attorneys

Spreckels Building
San Diego, California.

March 20, 1925.

Guyamaca Water Company,
San Diego, California.

ATTENTION: COLONEL ED. FLETCHER.

My dear Colonel:

I have just talked over, with Mr. Crouch, your suggestion made this day, during my conversation with you in your office, that we now indicate to you what, in our opinion, would be the reasonable value of the services heretofore, and hereafter to be rendered to you, in connection with the various water litigation and proposed sale and settlement to the District and City, exclusive of the so-called Pueblo right suit brought by the City against you to quiet its title to the waters of the San Diego River.

After mature consideration of this, we do not believe it would be fair, either to you or ourselves, to attempt at this time to state what the reasonable value of such services is, for the reason that such reasonable value depends upon the importance of the matter or litigation, the amount of time required, the nature of the services rendered, the results secured, etc. We cannot anticipate what contingencies may develop that are not now foreseen, nor the scope or the extent of the services that might be rendered necessary by the happening of such contingencies. Neither are the results to be secured, yet definite or certain. Consequently, with these factors in such an indeterminate condition, it would be unfair to both parties to attempt to state what the reasonable value of the services would be.

All that our letters to you of January 23d, and February 6th, 1925, in relation to this subject, ask of you is for the reasonable value of such services as we may be called upon to render you in this connection. You certainly would not expect or ask us to render you services of this nature for less than their reasonable value, and that is all that we will ever ask or expect.

We, however, have agreed to go a step farther than this, and in the event you should be of the opinion that our idea of the reasonable value of our services is too high,

ED.F:3

to submit the matter to arbitration in the usual manner. This, as you know, is an unusual concession for attorneys to make, and it is an almost universal practice of attorneys to reserve the right to fix the amount of their compensation, but owing to the circumstances of the case, we are willing to yield this prerogative and submit the matter to arbitration as heretofore outlined to you.

On a former occasion, while talking this matter over you stated that the arrangement set forth in our letters of January 23rd and February 6th above mentioned would be a satisfactory arrangement. This is all that we are asking you to agree to, and to put in writing for our protection.

You have delayed giving us a written acceptance of our understanding for two months and we are unwilling to proceed any further without having from you in writing, your consent to pay us the reasonable value of the services rendered you.

Please let us have your reply immediately upon receipt of this letter.

Very truly Yours,

CROUCH & SANDERS,

By Hugh A. Sanders

HAS:AM

CHARLES C. CROUCH

HUGH A. SANDERS

CROUCH & SANDERS
ATTORNEYS
SPRECKELS BUILDING
SAN DIEGO, CALIFORNIA
PHONE 66446

March 20, 1925.

Cuyamaca Water Company,
San Diego, California.

ATTENTION: COLONEL ED. FLETCHER.

My dear Colonel:

I have just talked over, with Mr. Crouch, your suggestion made this day, during my conversation with you in your office, that we now indicate to you what, in our opinion, would be the reasonable value of the services heretofore, and hereafter to be rendered to you, in connection with the various water litigation and proposed sale and settlement to the District and City, exclusive of the so-called Pueblo right suit brought by the City against you to quiet its title to the waters of the San Diego River.

After mature consideration of this, we do not believe it would be fair, either to you or ourselves, to attempt at this time to state what the reasonable value of such services is, for the reason that such reasonable value depends upon the importance of the matter or litigation, the amount of time required, the nature of the services rendered, the results secured, etc. We cannot anticipate what contingencies may develop that are not now foreseen, nor the scope or the extent of the services that might be rendered necessary by the happening of such contingencies. Neither are the results to be secured, yet definite or certain. Consequently, with these factors in such an indeterminate condition, it would be unfair to both parties to attempt to state what the reasonable value of the services would be.

All that our letters to you of January 23d, and February 6th, 1925, in relation to this subject, ask of you is for the reasonable value of such services as we may be called upon to render you in this connection. You certainly would not expect or ask us to render you services of this nature for less than their reasonable value, and that is all that we will ever ask or expect.

We, however, have agreed to go a step farther than this, and in the event you should be of the opinion that our idea of the reasonable value of our services is too high,

to submit the matter to arbitration in the usual manner. This, as you know, is an unusual concession for attorneys to make, and it is an almost universal practice of attorneys to reserve the right to fix the amount of their compensation, but owing to the circumstances of the case, we are willing to yield this prerogative and submit the matter to arbitration as heretofore outlined to you.

On a former occasion, while talking this matter over you stated that the arrangement set forth in our letters of January 23rd and February 16th above mentioned would be a satisfactory arrangement. This is all that we are asking you to agree to, and to put in writing for our protection.

You have delayed giving us a written acceptance of our understanding for two months and we are unwilling to proceed any further without having from you in writing, your consent to pay us the reasonable value of the services rendered you.

Please let us have your reply immediately upon receipt of this letter.

Very truly Yours,

CROUCH & SANDERS,

BY, *Hugh A. Sanders*

March 21, 1925.

Crouch & Sanders,
661 Spreckels Building,
San Diego, California.

Attention: Mr. Hugh Sanders

Gentlemen:

Answering yours of March 20th, will say as you know, Mr. Stern has not been to San Diego, and this is the reason we have not had the conference as planned to iron out the question of your compensation.

You agreed yesterday to state a figure with which you would be satisfied up to date and for a reasonable length of time to settle the affairs between the District, the City and ourselves. This you have now refused to do.

The misunderstanding between us as I see it is as follows:

We made an agreement with you and Mr. Crouch on a per diem basis while in court and on an hourly basis in the office, you to handle the litigation of the Cuyamaca Water Company. Both verbally and in writing we instructed you to render a statement each month for services rendered, and now after a year or more you come in and claim extra compensation - how much, I have no knowledge - neither can I find out from you altho I have asked several times for a statement.

I concede nothing excepting our original agreement on a per diem basis and expenses, altho if we cannot agree on the compensation for the past I am willing to arbitrate in the usual manner, and I am willing to arbitrate the value of any future services if we cannot agree, and I have every reason to believe that Mr. Stern, my partner, will do likewise. I have sent a copy of your letter to him as well as my reply, asking his approval in relation thereto. I did get him over the telephone for a moment, and during the conversation he informed me that for strategic reasons he believed Mr. Higgins or Mr. Stearns should draw up the contract between the City and the District, and that we should have nothing to do with it. Until my partner, Mr. Stern, changes his ideas there will not be any necessity of your giving any further attention to the contract between the City and the District.

Please have the contract between the Cuyamaca Water Company and the City relative to the lease of the Normal Heights and Kensington Park properties ready by Monday if possible.

I feel sure that we can agree on the question of your compensation when everything is over with. I will certainly do my best to satisfy you, and I appreciate your fairness in offering to arbitrate any question in dispute.

Yours very truly,

CUYAMACA WATER COMPANY,

Per _____
Manager.

EF:AH

CHARLES C. CROUCH

HUGH A. SANDERS

CROUCH & SANDERS
ATTORNEYS
SPRECKELS BUILDING
SAN DIEGO, CALIFORNIA
PHONE 66446

Mar. 24, 1925

Colonel Ed Fletcher,

Fletcher Building,

San Diego, Calif.

Dear Colonel:

With reference to your letter of March 21st, regarding our compensation for matters and litigation other than the Pueblo Right Suit, you make the following statement:

"I feel sure that we can agree on the question of your compensation when everything is over with. I will certainly do my best to satisfy you, and I appreciate your fairness in offering to arbitrate any question in dispute."

We did not offer to arbitrate any question in dispute, but only the question of the reasonable value of our services heretofore rendered and to be rendered in the future. We are willing to continue to represent the Company provided it is clearly understood that we expect to be paid for the reasonable value of our work.

If the Company does not wish us to proceed upon this understanding, kindly so notify us.

Very truly yours,

CROUCH & SANDERS

By

Hugh A. Sanders

HAS:OW

March 25, 1925.

Crouch & Sanders,
661 Spreckels Bldg.,
San Diego, Calif.

Attention: Mr. Hugh Sanders

Gentlemen:

Answering yours of the 24th, I have
tried to express myself clearly.

I do not question your bill for services
up to the first of this year or the time that you in-
formed me for the first time that you were expecting
additional compensation than agreed on. I am willing
to arbitrate any other claim for services in the past
on which we cannot agree or for any claim for services
in the future.

Hoping this is satisfactory to you, and
assuring you that all I want is to protect myself and
the interests that I represent, but that you may be
treated in all fairness, I am

Yours very truly,

EF:AH

April 15, 1925.

Crouch & Sanders,
San Diego, Calif.

Mr. Sanders

Gentlemen:

I have been trying to get you on the phone for
three hours and failed so am writing this letter, and sending
it to you by personal messenger.

In talking with Mr. Higgins this morning he
informed me the contract between the district and the city
was ready, and it is up to the attorneys of the district
to approve it before next Monday so the council can
take action on that date. I hope you will keep after
Stearn and get it done.

Councilman Weitzel this morning said it was
very imperative that no "nigger in the woodpile" was
included in the contract, as the plan now is to
call an election to approve in every particular that
certain contract between the district and the city filed
in the office at the city hall, and that not one word
or change could be made after the people had ratified
the contract.

Weitzel seemed to think there was a sort of
conspiracy between Heilbron and Stewart to complicate the
situation so they would secure by indirection what they
would like to do in a direct manner, ie: bust up the
whole situation. For that reason would you kindly immed-
iately read the contract, and see what the "nigger in
the woodpile" is, if any.

Yours truly,

EF:KLM

Cc Stearn

File in \$100,000 ^{mtg.} notes

May 6, 1925.

Mr. Arthur Smiley,
Attorney at Law,
Title Insurance Building,
Los Angeles, California.

My dear Mr. Smiley:

I am enclosing a copy of a
letter sent to Mr. Fletcher which will
explain itself.

Very truly yours,

HUGH A. SANDERS,

BY _____

HAS:AM
Inc.

Stalov

May 8th, 1925.

Mr. Hugh A. Sanders,
Spreckels Building,
San Diego, California.

My dear Sanders:

Answering yours of May 7th, regarding having an
engineer see Mr. Ed Sears, attorney for the Southern Title
Guaranty Company regarding progress of title search, will
say there will be no need of your seeing Mr. Sears, as
the certificate of title will be out in a few days.

There is only the \$100,000 outlawed mortgage to
contend with, also the four suits of the city, Nos. 38929,
41756, 41752 and 43617. Also the recorded option
to the irrigation district and a recorded mortgage of
F. M. White of \$20,000.

Mr. Sears has made the following suggestion:
That if it has not already been done, that the Murray Estate
transfer by decree of court the Cuyamaca Water Company's
system, an undivided five-sixths interest, which was willed
to Mrs. Murray by Mr. Murray. By executing the deed then
to all her right, title and interest, there will go with
it a five-sixths interest in that \$100,000 mortgage, and
probably all that the title company will require will be
possession of the \$100,000 note and the mortgage now being
held by Mr. Brown, as executor. The other one-sixth interest
in the \$100,000 mortgage note can easily be taken care of
by guarantee of protection from Mr. Stern and myself.

I have written Mr. Stern, my partner, now in
San Francisco, to take this matter up with Mr. Brown and
make the necessary arrangements.

I understand that the courts have already trans-
ferred to Mrs. Murray, according to the will, a five-sixths
interest in the Cuyamaca property, and it is simply a
matter of filing the necessary papers in San Diego county,
a copy of the probate proceedings.

In this connection, Hugh, I am sorry that you and
Mr. Smiley overlooked your hand and failed to include in the
extension of the option to the district lately given by the
Cuyamaca Water Company, a clause that the district takes

this property subject to the suits of the city above mentioned.

We now find ourselves in this position in this position. If the supreme court hands down an immediate decision and the La Mesa District should sell its bonds and make us a tender of the money before the 17th of June, we are not in a position to furnish a clear certificate of title. In any extension of option that Mr. Fred Stearns may draw up on behalf of the district for the future, this reservation must be made.

There is a small overlapping of boundaries in the legal description of the property deeded by the Casson Estate, of lands surrounding Cuyamaca Lake. Mr. Sears says that this can easily be rectified, and I am having this matter pushed.

Yours very truly,

EF:KLM

CHARLES C. CROUCH

HUGH A. SANDERS

CROUCH & SANDERS
ATTORNEYS
SPRECKELS BUILDING
SAN DIEGO, CALIFORNIA
PHONE 66446

Aug. 26, 1925.

Colonel Ed Fletcher, Manager,
Cuyamaca Water Company,
Fletcher Building,
San Diego, Calif.

12500⁰⁰

FEES

My dear Colonel:

Answering yours of August 26th, we beg to advise you that the spirit therein shown is deeply appreciated. We confess to being in receipt of certain hearsay information which angered us. On the 12th instant, we wrote you a letter in response to your request in which was contained an amount which we stated we would be willing to accept as payment for our services by way of compromise and to avoid trouble. The closing sentence of this letter stated that we would be pleased to have your acceptance or rejection of the offer at your early convenience. We feel therefore that if you had any adverse comments or criticisms to make they should have been made to us in the first instance rather than at a public meeting in which you had the advantage of us by being present. So far as concerns the date from which, under the terms of your contract, the District becomes obligated to pay for the attorneys' fees, we have made no examination of the facts or study of the law applicable thereto for two reasons:

1. We have never been requested for an opinion. And
2. We have always considered that we were uninterested.

2.

This contract is between the Cuyamaca Water Company and the district, and no one else has any right of action thereon. The legal liability, in our opinion, for the payment of all of our fees, both in the past and in the future until such time as the Cuyamaca Water Company, and yourself and Mr. Stern are legally eliminated from the pending actions and out of court thereon, is upon you. Under the terms of your contract, you can look to the district for reimbursement, but we have not as yet been employed by the district in any of the matters mentioned in our letter of the 12th instant. We do not know whether we ever shall be so employed, but if we shall ever be so employed, we reserve the right to have something to say about whether or not we are employed and the compensation which we are to be paid, and we do not concede to any one else on earth the prerogative of usurping our rights and privileges in these respects.

We believe that a little reflection upon your part will cause you to reach an appreciation of the reason why we can not divide the amount of our compensation, and we think that your best interests should cause you to agree with us in this. Any division which we would make would be subject to the criticism by the district and others that we were acting as your attorneys and in your behalf at the time of making such division, and it therefore would be tainted with unfairness. In order that neither you or us should hereafter

3.

be subjected to such criticism, it would be much better for both if a disinterested party made the apportionment.

We inclose herewith an itemization of the amounts mentioned in ours of the 12th instant. No more detailed itemization will be made for the reason, as you have been repeatedly advised heretofore, we were not rendering these services on any per diem or per hour basis.

We join with you in the hope that this matter can be adjusted without going into court. Ordinarily we do not have trouble with our clients over our charges. Our Mr. Crouch is leaving for a vacation on September 4th, and if Mr. Stern can arrange to come down before then, we will be glad to have a conference as you suggest, as a result of which we hope the necessity of our filing the suit on September 8th may be obviated.

Very truly yours,

CROUCH & SANDERS

By *Hugh Sanders*

CCC:K

$\frac{15,000}{25,000} = \frac{3}{5} \times 22,500 = 13,500$
 $\frac{2,500}{25,000} = \frac{1}{10} \times 22,500 = 2,250$
 $\frac{12,000}{25,000} = \frac{6}{12.5} \times 22,500 = 1,080$
 $\frac{450}{25,000} = \frac{1}{50} \times 22,500 = 450$
 $\frac{500}{25,000} = \frac{1}{50} \times 22,500 = 450$
 $\frac{500}{25,000} = \frac{1}{50} \times 22,500 = 450$
 $\frac{3,500}{25,000} = \frac{7}{50} \times 22,500 = 3,150$
 $\frac{100}{25,000} = \frac{1}{250} \times 22,500 = 90$
 $\frac{600}{25,000} = \frac{6}{250} \times 22,500 = 540$
 $\frac{600}{25,000} = \frac{6}{250} \times 22,500 = 540$

File 07877
 Other Suspense City Suit

Sales
 Dist (E39)
 Corp
 Stocks & Bonds
 La Mesa Dist
 Graves Case
 Expenses re. Transfer
 Normal Heights to City
 Transfer
 La Mesa Dist (E-39)
 R R Com Compromise
 Other suspense R Suit
 City of SD
 Expense
 Normal Hgts transfer (E-39)
 Fletcher & Stern HC
 Clearing titles - E-39
 Sale to Dist
 22,500

City Suit

13,500.00
 3,150.00
 1,665.00
 10,000.00
 6,650.00
 charged previous

ITEMIZATION

Of Compromise offer of August 12.

Fees in full to date in the Condemnation Action brought by the City of San Diego resulting in a verdict in your favor for Six Hundred Thousand Dollars (\$600,000.00), including proceedings heretofore taken before the Appellate and Supreme Courts in said action. \$15,000.00

Application No. 10619, before the Railroad Commission of the State of California, being an application of Ed Fletcher, sole surviving partner of the partnership formerly composed of James A. Murray, now deceased, Ed Fletcher, and William G. Henshaw, doing business under the firm name and style of Cuyamaca Water Company, for an Order Authorizing the Sale of a Certain Water System in San Diego County, now owned and operated by said Co-partnership, to the La Mesa, Lemon Grove and Spring Valley Irrigation District, of the County of San Diego, and State of California. 2,500.00

Application No. 9865, before the Railroad Commission of the State of California, being an application of Ed Fletcher, sole surviving partner of the partnership composed of James A. Murray, now deceased, Ed Fletcher and William G. Henshaw, doing business under the firm name and style of Cuyamaca Water Company, for an Order Authorizing the Sale of a Certain Water System in San Diego County, now owned and operated by said partnership; and of the Cuyamaca Water Company, a Corporation, to Purchase and Acquire said Water System; and for an Order Authorizing the Issue of Stocks and Bonds of said Corporation. 1,200.00

The case of William G. Graves and Belle Graves v. The Cuyamaca Water Company, a Copartnership, and Ed Fletcher, the sole surviving member of said Co-partnership, et al., being an action in the District Court of the United States, in and for the Southern District of California, Southern Division. 500.00

Negotiations, Contract, and Preparing Lease for Sale of Normal Heights and Kensington Park Water System to the City of San Diego. 500.00

File 07877
 Proceeding
 authorizing
 district
 City hearing
 22,500.00
 Offer
 transferred to
 new corporation
 10,000.00
 found
 study at
 file pending
 ordinals
 + C.M.B.

CUYAMACA WATER COMPANY

SUCCESSORS TO

THE SAN DIEGO FLUME COMPANY

OFFICE: FLETCHER BUILDING
916 EIGHTH ST., BET. BROADWAY AND E
P. O. Box 1412

ED. FLETCHER, MANAGER
F. M. FAUDE, ASST. MANAGER
LOU B. MATHEWS, SECRETARY
C. HARRITT, SUPERINTENDENT

SAN DIEGO, CALIFORNIA

Our books show that your water bill for the month of _____ is unpaid. This bill, including a twenty-five cent penalty for non-payment before the tenth of the month, amounts to _____.

We have been compelled to draw upon your deposit for the above amount, and in accordance with our Rules and Regulations must demand that you restore this deposit to its original amount by payment of _____ at our office.

Should you fail to make such payment on or before _____, we shall be compelled to turn off your water on _____, or as soon thereafter as your original deposit has been absorbed by your water bills.

Very truly yours,

Assistant Manager.

[Faint, illegible text on the reverse side of the document, possibly bleed-through or a second page.]

2.

3150.00

Work on Railroad Commission Compromise Plan. . .	\$3,500.00
Work in re: Campaigning for voting of bonds by La Mesa, Lemon Grove and Spring Valley irriga- tion District.	450.00 500.00
Work on Initiative Petition for purchase of property by the City.	70.00 100.00
Work on Formation of Partnership between Fletcher and Stearn.	540.00 600.00
Work on Clearing Titles to Cuyamaca Water Company's Properties.	540.00 600.00

Total.	\$25,000.00
	22500.00

Copy

CROUCH & SANDERS

ATTORNEYS

San Diego, California

Sept. 3, 1925.

Cuyamaca Water Company

Fletcher Building,

San Diego, Calif.

Gentlemen:-

In going over my records, I do not find that I ever received payment from you for expenses advanced by me on various trips to Los Angeles and San Francisco as per the following bills rendered you, in Paramount Right Suit:

1924.

May 7, Balance due	\$105.53
" 16. Bill Rendered for	138.17
June 2. " " "	34.60
Aug. 6 " " "	<u>23.15</u>
Total	\$301.45

Kindly mail me your check to reimburse me for the above at your earliest convenience.

Very truly yours,

(Signed) Hugh A. Sanders.

HAS:K

Athletic Club

November Twenty-eighth

1 9 3 2

Mr. Hugh A. Sanders
1115 Bank of America Building
San Diego, California

Dear Mr. Sanders:

As a personal friend of many years' standing, I am appealing to you for help as you know the Bank of America has closed down on me, filing eight or ten suits of foreclosure, and it will be a strenuous thing for me to settle up with them and get the suits dismissed. Mr. White and I owe them nearly \$11,000, money that was spent to take up the San Diego Athletic Club notes, which we had signed as guarantors when the bank forced us to do so.

The Security Bank is going to file suit, so I have been informed, within a week.

I have understood that both you and Mr. Rhoads have told me that there is no chance of the new Club assuming any obligations at this time. Therefore, in the interest of the new Club, I am making one last appeal to you that you allow me to send a letter along the following lines to the Members of the San Diego Club.

Please take it up with the Directors of the San Diego Club and with the new Club. I know a number of the Members have already offered to pay their share, and if I only could get two or three hundred to pay by personal appeal, it would be a benefit to the Athletic Club as you say to that extent, if they ever intend to pay the old obligations, and I am sure they do. It would be a God-send if I can only by personal appeal collect \$15,000 or \$20,000, as I believe I can, to help me out of my financial difficulty. If you have any changes or suggestions to make in the letter, I will cheerfully cooperate with you.

Please take up this matter with Mr. Rhoads and the Directors at your earliest convenience.

Your sincere friend,

EF:RC:ASK

Ed Fletcher Papers

1870-1955

MSS.81

Box: 23 Folder: 18

General Correspondence - Sanders, Hugh A.



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