

September 14, 1925.

Senator Frank P. Flint,
Title Insurance Building,
Los Angeles, California.

My dear Senator:

Please punch up O'Melveny now and
get him to rush an opinion as to the legality
of the La Mesa Irrigation District bonds now
that the Supreme Court has declared them valid.
Every day counts.

Hoping to see you soon, and with
kind regards,

Very sincerely yours,

EF:AH

September 15, 1925.

Senator Frank P. Flint,
Title Insurance Building,
Los Angeles, California.

My dear Senator:

The Board of Directors of the La Mesa District last night unanimously approved the revised contract, the original being herewith inclosed, and ordered the president and secretary to sign this contract. After the resolution had been passed, Stearns advised them not to sign the contract at that time, as you would possibly want to make some changes.

I am thoroughly disgusted with Crouch & Sanders in the matter of drawing the original contract. Crouch claimed that he did it; Stearns claimed that he did it; and later on when I found so many errors in it and wrote them the letter of the 14th, copy of which I sent you, Crouch admitted that he never in drawing up the contract looked at our options of April 5, 1924, April 23, 1925, and May 4, 1925, copies of which I am sending to you, thinking possibly you have not a copy and all of which must be taken into consideration in preparing the necessary contracts. The result would have been disastrous if we had ever signed any such contract, and every one of my contentions to Crouch & Sanders were changed in the revised contract. We would have lost \$250,000 as a minimum if we had ever signed that contract as recommended to us by Crouch & Sanders.

After talking with you over the phone that a new contract should be made covering the reservations, I wrote a letter to Mr. Fred Stearns, dated September 14th, a copy of which is herewith inclosed, which reservations I picked out myself as I read the three options and contract with the District. I think it very important that you commence first and read the different options and contract, making notes of what is necessary to protect our interests, then read my letter of September

14th and see if I have covered everything.

I want particularly to call your attention to Article D, Pages 2 and 3, which Stearns insists upon having in, reading as follows:

"And upon the final consummation of said transfer and the payment of the purchase price, all the terms and conditions of this agreement shall be null and void"

In other words, we must fully protect ourselves by a separate contract on every reservation and get that signed in advance before we ever sign this agreement which the Board of Directors of the District approved last night.

I will bring up the other two copies of the Irrigation District's contract for signature if it meets your approval.

Mr. Fred Stearns told the District directors last night that we could make out the contract between Stern and Fletcher and the District at any time in the matter of reservations, covering my letter of September 14th. I don't agree with him at all in this matter.

Mr. Stearns said that he wouldn't be able for a number of days to get at it to write the contract, so I am getting Judge Sloane today to draw up a form of contract covering these points. If I cannot get Sanders to do it, at least there will be a preliminary draft that will assist both you and Stearns covering our hunting and fishing privileges, re-deeding of the 20 feet of Fletcher Dam and reservoir site if the City do not use it, option on Mission Gorge Dam, and the reservations in the deed, and cancelling Section 4 of our contract of the 13th of June wherein we agree to make the deductions if the City of San Diego compromise goes thru. The Board of Directors of the District and Fred Stearns all agreed that there was no compromise with the City.

I asked for a release of our offer in connection with the Railroad Commission compromise, and they gave it to me. Stearns then asked the District to release Mission No. 5 from the option. I said I was perfectly willing, but for strategic reasons I could see why the Irrigation District should hold the option. The Board of Directors unanimously turned Stearns down.

I feel it very important, Senator, that we get quick action and get these contracts signed up, for Judge Conklin is going to render a decision in a few days, and in all probability it will be against us on the paramount right suit, and it might cause us all kinds of trouble in closing with the District. For that reason I am rushing these papers forward to you, and as soon as a tentative draft of the new agreement is prepared, either by Sanders or Judge Sloane, I will try and get Stearns' approval to it and come up personally and get your approval. It will probably be Thursday or Friday of this week.

In the mean time, if you make any changes in the contract, my suggestion is that you telephone direct to Mr. Fred Stearns and keep me posted.

Please remember that the deed now in escrow has no reservations, but I have outlined to Mr. Fred Stearns in my letter of September 14th the reservations that we intend to add to the deed.

Yours very truly,

EF:AH

P. S. Neither in this contract or the contract of June 13, 1925 is there any consideration of money. Should it not be \$1.00 or \$10.00 or something to make it valid? Also should there not be a clause that the District cannot come back against us for any of its expenditures in case they fail to buy. The facts are that the District has already spent \$30,000 or \$40,000 on these matters, and will probably spend a great deal more in the next three or four months maintaining the system. To illustrate: Between here and La Mesa someone has got to spend \$15,000 or \$20,000 to get the pipelines out of the highway so that the State can widen out to 24 feet the entire highway from here to La Mesa. The present pipe was a riveted steel pipe put in in 1914. It is not worth transferring, and when replaced, should be in cast iron.

In reading over this contract, I have assumed that any improvements which the District may make while the system is in their hands comes to us and we don't have to compensate the District for they are taking all the profit over and above the 6% interest coming to us. I am just calling your attention to this to caution you for our protection.

Who is to put up the money for any emergency expenses that may arise? Why under the terms of the contract do they ask our approval before spending any amount in excess of \$2500? Is that not an implied obligation in case we took the system back?

E. F.

CLASS OF SERVICE DESIRED	
TELEGRAM	<input type="checkbox"/>
DAY LETTER	<input type="checkbox"/>
NIGHT MESSAGE	<input type="checkbox"/>
NIGHT LETTER	<input type="checkbox"/>

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL RATE TELEGRAM

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

NO.	CASH OR CHG.
CHECK	
TIME FILED	

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

September 16, 1925.

Senator Frank P. Flint,
Title Insurance Bldg.,
Los Angeles, Calif.

Agreement I sent you is the corrected agreement

See you your office nine o'clock Friday morning

ED FLETCHER

Chg. Ed Fletcher Co.

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

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.

RECEIVED AT

AB477 17

1925 SEP 16 PM 4 09

LOSANGELES CALIF 16 400P

ED FLETCHER

597

FLETCHER BLDG SANDIEGO CALIF

BRING WITH YOU THE COPY OF THE CONTRACT WHICH WE HAD AND WHICH WAS SENT TO YOU

FRANK P FLINT.

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

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.

RECEIVED AT
SEP 16 1925

LOSANGELES CALIF 16 933A

1925 SEP 16 AM 10 05

ED FLETCHER

338

FLETCHER BLDG SANDIEGO CALIF

YOUR LETTER SEPTEMBER FIFTEENTH AND ENCLOSURES RECEIVED PLEASE SEND OR BRING WITH YOU CORRECTED AGREEMENT THAT WAS RETURNED TO YOU I EXPECT YOU FRIDAY MORNING

FRANK P FLINT.

September 16, 1925.

Senator Frank P. Flint,
Title Insurance Building,
Los Angeles, California.

My dear Senator:

In rereading the revised contract which I sent you yesterday, which contract has been read to the board of directors of the District and they have taken formal action authorizing the president and secretary to sign it, will say that there are still several questions that I would like you to satisfy yourself on.

For instance, if the District does take the Cayamaca System over - say from the first of September, and it runs on for a period of months before we get our money, who pays the damages after September first, say, for any suit brought for any indebtedness incurred or for any accident, until the deed has been recorded and we paid our money? Should we not be protected from any liability, and should we not be held harmless?

No. 2 - In case the system does come back, should we not be released from any claim arising from expenditures of money by the District, and should not the District pay us any surplus over and above their expenditures?

No. 3 - On Page 4 - (k), it reads that we are to receive interest on the purchase price. Should ~~that~~ ~~not~~ read - purchase price and capital expenditures in addition?

No. 4 - I assume that the null and void clause which Fred Stearns insists shall be put in this revised contract only affects the conditions mentioned in this contract which they are asking us to sign, and does not affect any other conditions in our previous options and agreements. Is this correct?

Yours very truly,

EF:AH

Ed Fletcher Papers

1870-1955

MSS.81

Box: 8 Folder: 19

General Correspondence - Flint, Frank P.



Copyright: UC Regents

Use: This work is available from the UC San Diego Libraries. This digital copy of the work is intended to support research, teaching, and private study.

Constraints: This work is protected by the U.S. Copyright Law (Title 17, U.S.C.). Use of this work beyond that allowed by "fair use" requires written permission of the UC Regents. Permission may be obtained from the UC San Diego Libraries department having custody of the work (<http://libraries.ucsd.edu/collections/mscl/>). Responsibility for obtaining permissions and any use and distribution of this work rests exclusively with the user and not the UC San Diego Libraries.