

January 20, 1925.

Crouch & Sanders,
Spreckels Building,
San Diego, Calif.

Gentlemen:

I would like to know where we stand on expenses. My understanding is you are the associate attorney for the La Mesa District, and since the bond election are collecting your fees from them and that we are only advancing the money for the benefit of the district and will be refunded when the district takes over the Cuyamaca System.

What is your understanding? Let's have the matter settled.

Yours very truly,

EF:KLM

CHARLES C. CROUCH

HUGH A. SANDERS

CROUCH & SANDERS
ATTORNEYS

SPRECKELS BUILDING
SAN DIEGO, CALIFORNIA
PHONE 66446

February 6, 1925.

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

Dear Sir:

Pursuant to your request, we confirm the following statements made to you in our office this afternoon:

1. We desire at this time the payment of at least \$2,500.00 on account of services rendered in the case of the City of San Diego vs. the Cuyamaca Water Company, et al, being the City's so-called "pueblo right" quiet title suit.
2. That any services which we have performed, or which in the future we may be called upon to perform, in any other matters than the litigation in the above mentioned case, we expect to be compensated for at their reasonable value, as stated in our letter to you of the 23rd ultimo.
3. That the compensation arrangement in the above mentioned case is not to be used as a criterion for determining the reasonable value of such services, as we consider their value more.

Although we have worked for about three years on the "pueblo right" case for compensation so small that it hardly pays office overhead, we have not complained, and are willing to continue to render our services on this case under the arrangement made, unfair though we deem it to be. Outside of this case, how-

ever, we expect to charge the reasonable value of the services performed or to be performed, the amount of which will depend upon the usual factors in fixing attorneys' fees, viz., the importance of the matter or litigation, the amount of time required, the nature of the services rendered, the result secured, etc. When the services are completed, we will render the company a bill for an amount we consider reasonable, and if the company deems the amount excessive, we will leave it to arbitration in the usual manner as per your suggestion this afternoon.

We must insist, however, upon the payment of at least \$2,500.00 at this time. The Guyamaca Water Company's matters take up so much of our time that we are prevented from accepting other lucrative litigation offered, and the company owes us in excess of this amount on the "pueblo right" case alone, most of which has been due us since last June.

If the foregoing is not agreeable to you, we expect to be immediately advised, as we do not wish to render any services under a misapprehension.

Very truly,

Crouch & Sanders

February 7, 1925.

Crouch & Sanders,
Spreckels Building,
San Diego, Calif.

Gentlemen:

Enclosed find copy of letter from the
attorney for the La Mesa Irrigation District, Mr.
Stearns, also my answer in reply for your information.

Yours sincerely,

EF:KIM

February 10, 1925.

Crouch & Sanders,
Spreckels Building,
San Diego, Calif.

Gentlemen:

Answering your letters of Jan. 23d and Feb. 6th,
will say this confirms my verbal statement to you two
gentlemen on Monday, that I felt we had a definite
understanding as to your compensation, ie the rates
agreed upon some year and a half ago between Mr. Stern,
yourselves and myself.

It is necessary for us to get together soon and
thrash this matter out. I have sent your letters up to
Mr. Stern and have asked for a conference at an early date.
I see no reason why we should not settle this misunder-
standing to our mutual satisfaction.

I am sending you a check for \$1,000 on account.

Yours very truly,

EF:KIM

cc- Mr. Stern

June 22, 1925.

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

Gentlemen:

This is to notify you that we have placed in escrow with the Southern Title Guaranty Company the deed to the La Mesa Irrigation District of the Cuyamaca properties, and from this day you are to look to the La Mesa Irrigation District for your attorneys' fees, according to the terms of our understanding with you and our written agreement with the Board of Directors of the La Mesa, Lemon Grove and Spring Valley Irrigation District dated June 13, 1925.

Yours very truly,
CUYAMACA WATER COMPANY

Per _____
Manager

EF:AH

cc. Mr. Mathews
Mr. Stein

July 31, 1925.

Crouch & Sanders,
Spreckels Building,
San Diego, Calif.

Gentlemen:

Inclosed find copy of letter received from Robert Harrison of the attorney general's office. The respondents in this case are the La Mesa District and it seems to me Mr. Stearns should have either filed his reply brief or notified the Supreme Court he wasn't going to do so.

Yours very truly,

EF:AH

August 25, 1925.

Crouch and Sanders,
Spreckles Building,
San Diego, California.

Dear Sirs:

At a Board of Directors meeting of the La Mesa, Lemon Grove, Spring Valley Irrigation District, they insist that nothing can be done until they receive an itemized statement from June 22, 1925.

Inclose find letter from Mr. Hubbell, the attorney for the Southern Title Guaranty Company.

Please immediately give me an itemized statement of what we owe you, same as you have in the past, up to June 22, 1925 and to the irrigation district thereafter.

Very truly yours,

RF:LF

Copy

CROUCH & SANDERS

ATTORNEYS

San Diego, California

Aug. 31, 1925.

CUYAMACA WATER COMPANY, Dr.	:	CITY OF SAN DIEGO
	:	v.
To	:	CUYAMACA WATER
	:	COMPANY
CHARLES C. CROUCH, Cr.	:	-----
		(Quiet Title Suit)

1925.

May 16.	To Appearance in Court and Conference with Messrs. Sanders, Stearns and Smiley	\$25.00
" 20.	" 1 hour - Conference with Mr. Sanders	3.50
" 31.	" 5 Hours - Study of law and Conference with Mr. Smiley	17.50
June 1.	" 1 day in Court	50.00
" 2.	" 5 hours in A.M. - Conference with Messrs. Smiley, Sanders and Stearns	17.50
" "	" 5 hours in P.M. - Work with Messrs. Gottesburen and Smiley in preparing report for Judge Conklin	17.50
" 3.	" 9 Hours on report for " " " " " "	31.50
" 4.	" 9 " " " " " " " " " " " "	31.50
" 5.	" 9 " " " " " " " " " " " "	31.50
" 6.	" 5 " " " " " " " " " " " "	17.50
" 8.	" 9 " " " " " " " " " " " "	31.50
" 9.	" 9 " " " " " " " " " " " "	31.50
" 13.	" Extra Stenographer	45.00
July 19.	" 2 hours' work on Addenda to Report on Spanish laws for Judge Conklin	7.00
" 21.	" Work on above	5.00
Aug. 12.	" 12 hours' work on law and getting ready for City's demurrer.....	42.00
" 13.	" 1 day in Court	50.00
" 13.	" 4 hours' work in office	14.00
" 18.	" 3 hours with Gottesburen on Translations	10.50
	Total	\$479.50

Copy.

CROUCH & SANDERS

ATTORNEYS

San Diego, California.

Sept. 1, 1925.

CUYAMACA WATER COMPANY, Dr.

To

CROUCH & SANDERS, Cr.

CITY OF SAN DIEGO v. CUYAMACA WATER COMPANY
(Quiet Title Suit)

1924.

	Work on Mandate for new Judge:	
July 15.	4 hours	\$ 8.00
" 16.	6 "	12.00
" 17.	2 "	4.00
" 18.	3 "	6.00
" 19.	8 "	16.00
	Statement, dated August 6th, 1924, as previously rendered, amount due	75.00
	Balance due on bill rendered Sept. 3rd, 1924	168.00
Nov. 6.	1/2 day on trip to San Francisco, re: Mandamus Judge Andrews	12.50
" 7.	1 day " " "	25.00
" 8.	" " before Court re above	75.00
" 9.	" " on trip	25.00
" 10.	1/2 " " "	12.50
" 12.	Conference with Federal Lands Bureau, 2 hours	4.00
" 15.	Work on Change of Judges, 2 hours	4.00
" 17.	Study of law re: our Answer, 4 hours	8.00
" 18.	" " " " " 2 "	4.00
" 23.	Conference with Mr. Smiley, 4 "	8.00
	Study of law re: our Answer:	
Dec. 6.	4 hours	8.00
" 8.	5 "	10.00
" 9.	3 "	6.00
" 10.	4 "	8.00
" 19.	4 "	8.00
" 23.	6 "	12.00
" 28.	6 "	12.00

Copy

2.

CUYAMACA WATER COMPANY, Dr. To HUGH A. SANDERS, Cr.

1925.

	Conference with Mr. Smiley re: Answer:	
Jan. 7.	1 hour	\$ 2.00
" 8.	3 "	6.00
" 9.	4 "	8.00
	Conference with Mr. Smiley re: Answer:	
Feb. 6.	2 hours	4.00
" 7.	3 "	6.00
" 8.	1 "	2.00
" 9.	2 "	4.00
Apr. 23.	Conference in Los Angeles re: Status of suit, 4 hours	8.00
May 5.	Conference re: Suit, 6 hours	12.00
" 6.	" " " 2 "	4.00
" 7.	" " " 4 "	8.00
" 8.	" " " , and study of law, 2 hours	4.00
" 12.	Conference re: Trial, 2 hours	4.00
" 13.	" " " 4 "	8.00
" 15.	" " " 6 "	12.00
" 16.	1/2 day in Court re: Extending time of trial	25.00
	Work on City's Demurrer:	
" 27.	8 hours	16.00
" 28.	8 "	16.00
" 29.	6 "	12.00
" 30.	10 "	20.00
" 31.	4 "	8.00
June 1.	1 day in Court on Demurrer	50.00
" 2.	Study of law on above, 8 hours	16.00
	Study of law on Demurrer to Answer:	
July 14.	12 hours	24.00
" 15.	4 "	8.00
" 16.	4 "	8.00
" 17.	8 "	16.00
" 18.	2 "	4.00
" 20.	4 "	8.00
" 21.	3 "	6.00
" 22.	5 "	10.00
" 23.	6 "	12.00

Copy

3.

CUYALACA WATER COMPANY, Dr. To HUGH A. SANDERS, Cr.

1925.

		Study of law on Demurrer to Answer:	
Aug.	2.	2 hours	\$ 4.00
"	4.	6 "	12.00
"	5.	10 "	20.00
"	6.	1 day in Court on Demurrer	50.00
"	7.	" " " " " "	50.00
		Study of law on above Demurrer:	
"	10.	10 hours	20.00
"	11.	8 "	16.00
"	12.	4 "	8.00
"	13.	2 "	4.00
		Total	\$1066.00

Copy

CROUCH & SANDERS

ATTORNEYS

Sept. 3, 1925.

Cuyamaca Water Company

Fletcher Building

San Diego, Calif.

Attention of Mr. Mathews

Gentlemen:-

With further reference to our telephone conversation regarding your check for Five Hundred Dollars (\$500.00) which you sent us on the 18th ultimo, this is to advise you that Colonel Fletcher has informed us that this should be applied on the PARAMOUNT RIGHT CASE.

We have mailed you bills in this case as follows:

Charles C. Crouch\$ 479.50

Hugh A. Sanders 1066.00

The above being for fees for services rendered. We will credit the \$500.00 as follows:

Charles C. Crouch\$ 479.50

Hugh A. Sanders 20.50

This will leave a balance due on Mr. Sanders' bill of \$1045.50.

Very truly yours,

CROUCH & SANDERS

BY O. Kelley (Signed)

K

September 14, 1925.

Crouch & Sanders,
Spreckels Building,
San Diego, Calif.

Gentlemen:

Regarding the contract prepared by you and Mr. Stearns, with suggestions from Mr. Smiley, to be signed tonight by the La Mesa Irrigation District at its regular meeting, will say I make the following suggested changes:

On Page 2, Article "C", it reads "without the written consent of one of the parties". This should be changed to read "without the written consent of the parties of the first part."

Page 3, Article "E", fourth line should read -- "shall be rendered to the said parties of the first part at 920-8th Street, San Diego California".

I suggest that on Page 4, article "K", fourth line be changed to read as follows:

"payable monthly to parties of the first part at 920-8th Street, San Diego, California on the first day of each and every month, beginning October 1st, 1925 -- "

Article "L" on Page 5 -- If this contract should be signed as written, we could legally be compelled to furnish the title without the Waterman reservations and many other reservations already agreed to. I have consulted with the Southern Title Guaranty Company, Mr. Sears, and he recommends that Article "L" read as follows:

"The said District hereby stipulates and agrees with the parties of the first part that sufficient deeds of transfer of said properties have been made, executed and delivered by first parties in escrow with the Southern Title Guaranty Company, and that it will accept certificates of title from said Southern Title Guaranty Company showing title to all properties to which the Cuyamaca Water Company and Ed Fletcher have a record title, to be vested in him free and clear of all incumbrances excepting as follows:

Subject to all taxes and assessments for the year 1925;
Also subject to all easements heretofore granted for roads, power, telephone, sewers and/or gas over and across said property, and subject to being within the boundaries of the La Mesa, Lemon Grove and Spring Valley Irrigation District;

-2-

Also subject to the reversionary rights of Abbie Louisa Waterman and Helen Jane Waterman of that portion of land lying in Lot D, Cuyamaca Rancho, as provided in a deed from R. W. Waterman to the San Diego Flume Company recorded in Book 188, Page 141 of Deeds, records of San Diego County, which provides in case said premises or any portion thereof are used for other purposes or cease to be used for reservoir purposes, the same shall revert to said grantor, his heirs or assigns; also any other rights of way or reservations of record.

~~and that as to the various rights of way and floodage rights to which no record title can be shown that they will accept such deeds as conveying title to such rights of way and floodage rights as provided in the contract of June 13th, 1925.~~

Also subject to all pending and future suits that may be filed affecting in any way the property to be conveyed, as provided in Paragraph Three of agreement to convey dated June 13th, 1925;

and that as to the various rights of way and floodage rights to which no record title can be shown that they will accept such deeds as conveying title to such rights of way and floodage rights as provided in the contract of June 13th, 1925."

On Pages 5 and 6, Article "H", no provision was made for allowing us interest from September 1st, 1925 on the \$5,000 agreed upon as attorneys' fees, and I recommend it read as follows; beginning on the top of Page 6:

"\$5,000.00, together with interest at six percent from September 1st, 1925 until paid, in addition, etc."

I also suggest that you add another paragraph to article "H" reading as follows:

to defend at its own expense
"The party of the second part hereby agrees to diligently and faithfully prosecute any litigation now pending or that may hereafter develop at the expense of said party to properly protect the interests of all parties in interest."

I do not find any reference whatever to our hunting, boating and fishing privileges under our agreement, and by signing this contract those rights would be lost legally. I did not intentionally make that reservation in the deed to the district for the sake of keeping the record as clear as possible for the benefit of the district, and the sale of the bonds, however, it will be necessary for the district to furnish to us a hunting, fishing and boating agreement for 15 years, duly executed by the district covering the terms and conditions mentioned in the option, which should be prepared and signed and delivered to us all as per the terms of our agreement.

I have consulted no attorney in this matter, but have had a talk with Mr. Sears, the escrow officer of the title company.

-3-

Some of my suggestions may not be in order. If so, kindly point out the reasons why.

Yours very truly,

ED FLETCHER

EF:KIM

P. S. Another paragraph should also be inserted on Page 6, reading as follows:

The parties of the second part hereby agree that when an adjustment with the City of San Diego is made as to cost of litigation and payment thereof is made by the City of San Diego, that said parties of the first part are entitled to all their proportion of the costs and expenses in relation to the litigation up to date of September 1st, 1925, excepting the \$5,000.00 heretofore received and above mentioned."

Copy of this letter is enclosed for Mr. Fred Stearns.

E.F.

Ed Fletcher Papers

1870-1955

MSS.81

Box: 6 Folder: 2

General Correspondence - Crouch and Sanders



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