

MORRIS A. CAIN
ATTORNEY AT LAW
102 1-2 E. FOURTH
SANTA ANA, CALIFORNIA

March 20, 1931.

Mr. Ed Fletcher,
920 Eighth Street,
San Diego, California.

Dear Sir:-

Mr. W. O. Spurlock of Anaheim, California, has consulted and retained me to represent him in connection with dealings he has had with you in regard to real estate, in connection with which he traded you a small Avocado Ranch here for some property at Encinitas, and on both of which properties I understand you have now commenced foreclosure proceedings under trust deeds.

From the facts, as stated by Mr. Spurlock, it would appear that there has been a definite plan followed to annoy and harass, and that there has been a breach of agreement on your part which resulted in financial loss to him directly resulting in his inability to meet obligation on the trust deeds.

When the trade was made there was a definite arrangement that certain irrigation equipment should remain on the ranch at Encinitas until the current crop was made, to which agreement there are good witnesses, but this was not done and Mr. Spurlock's crop necessarily suffered until he could arrange for new equipment, and it was necessary for him to buy same at an expense of several hundred dollars, also he rented additional land from you under the agreement that you would place water thereon for his use, which you failed to do, as a result of which he lost all profits from his crop; also you have trespassed on the property traded to him, and leased same to third parties in absolute disregard of his rights therein, and if necessary it is his desire to bring a damage suit to protect his rights and interests. He would, however, prefer to settle this matter amicably if it is possible to do so.

He has set the ranch at Encinitas to avocados at an expense of approximately \$1,000.00, and has taken good care of same. He would be willing to quitclaim the ranch at Encinitas and waive his rights in such improvements as he has made, on condition that you cancel the trust deed which you hold on his ranch here.

I shall be glad to hear from you in regard to this matter before taking any definite legal action.

I am,

Very truly yours,

Morris Cain

MC:ES

Spurlock

March Twenty-sixth,
1 9 3 1

Mr. Morris A. Cain,
Attorney at Law,
102 E. Fourth St.,
Santa Ana, Calif.

My dear Mr. Cain:

not
Answering yours of March 20th, will say, as yet, we have commenced foreclosure proceedings only on the small avocado orchard.

I deny that there has been any plan to annoy or harass Mr. Spurlock. Our only attempt being to collect from Mr. Spurlock what was due us and which he has repudiated until patience has ceased to be a virtue.

I deny that there was a definite arrangement that certain irrigation equipment should remain on the ranch. It was not under my control and no agent had any authority to speak for me in that matter.

My only statement was that if Mr. Walter, who had charge of the equipment and who had been the previous tenant could get along without the use of it I would be glad to make arrangements to leave it there for the current crop. My recollection is that this was a matter verbally discussed after the agreement had been signed and was not a part of the agreement of sale.

I never saw either the father or the son as I remember it, until long after the agreement was signed.

When I found that the pipe line was needed by Mr. Walter and he could not leave it there we gave plenty of notice before removing the pipe line and immediately the Spurlock's put in a new pipe line themselves.

At no time were they short of water and one of the best crops of its kind ever raised in San Diego County was produced but it was the cheap market and no demand that caused the loss, not a shortage of

water.

The pipe line that he did buy was never paid for and the Pacific Irrigation and Supply Company have demanded that we pay for that pipe line.

Mr. Spurlock never even paid for the meter or its installation and the district are going to insist that we pay for that meter and expense.

Mr. Spurlock never even paid the water bill and the district are looking to us for the payment of same.

Mr. Spurlock abandoned the property paid no attention to it and a number of months, and under our trust deed, we had a right to go in and care for the property and handle it as best we could on account of abandonment on the part of Mr. Spurlock.

As regards the other small piece of property that was only a verbal agreement, as I remember it.

At no time did I agree to furnish him water, pipe or equipment for the piece next to the railroad and he never paid me any rent, although it was the verbal understanding that he was to pay \$100 for the entire tract and on that property one of the best crops ever raised in this county was produced but there was no market and I never received any money for the use of the land but have the privilege of paying the water bill that he failed to pay, if my recollection serves me right.

Any statement that he took good care of those trees is an absolute falsehood and he abandoned them for many months as I can prove and it was only as a matter of self preservation that I took possession of the property with Mr. Spurlock's knowledge and tried to save something out of the wreck.

Mr. Spurlock cannot bring that suit any too quick to suit me.

I made him an offer of compromise by letter and thru my son several times and he would consider nothing. Not it is fight to the finish.

The only offer I have to make is the payment of the sum of \$250 for a quitclaim deed, Trust #506 to the property in Avocado Acres No. 3, Lots 2 to 6, inclusive, and I will give Spurlock permission to bring any suit as well but you can rest assured there will be a cross complaint if he files one. The above offer to hold good for one week from date.

If you want any reference as to my responsibility you may ring up Mr. A. J. Crookshank, President First National Bank, Santa Ana, or you may write to Mr. Frank J. Belcher, President First National Bank, Mr. M. T. Gilmore, President San Diego Trust & Savings Bank, or Mr. G. A. Davidson, Vice President Bank of America, San Diego.

I have never been treated quite as shabbily as I have been by Mr. Spurlock who has refused to answer any letters although I went up to see him a couple of times in Santa Barbara and missed him. My son saw him two or three times.

Mr. Spurlock refused to make an honorable settlement and after he had, in writing, agreed to furnish me with water stock as additional security and give a right of way to the three acres he has, to my son, repudiated both agreements completely.

Spurlock knows that \$1500 out of that \$2500 I gave to the salesman as commission for the sale of that property.

I waited for months before taking any drastic action but now it is too late.

My recollection is that I have never seen the Spurlocks but once and that was in the field on the ground when everything was going fine.

They have never made a complaint to me of any kind regarding this pipe line until I received your letter.

I understand they came to my office one time and said they would pay the interest if we would

extend the time of the trust deed note. That was perfectly satisfactory to me but they repudiated that agreement as well and it has been one repudiation after another.

I am sorry to write this way. It is mighty seldom that I take this attitude.

I would have met Mr. Spurlock half way any time in trying to bring about a settlement but his discourtesy has reached a point where I am now going to stand on my legal rights and I can stand on it.

Yours very truly,

EF:ASK

Spurlock

April First,
1 9 3 1

Mr. Morris A. Cain,
102 East Fourth Street,
Santa Ana, Calif.

Dear Sir:

Please give me an answer to
my letter of the 26th by return mail as to whether
it is accepted or not, and oblige me.

Sincerely yours,

EF:ASK

OFFICE PHONE 219

RESIDENCE PHONE SANTA ANA 4649-W

MORRIS A. CAIN
ATTORNEY AT LAW
102 1/2 E. FOURTH
SANTA ANA, CALIFORNIA

April 2nd, 1931.

*File
Spurlock.*

Ed Fletcher Company,
1020 Ninth Street,
San Diego, California.

Attention: Mr. Ed Fletcher.

Dear Sir:-

In reply to your letters, one dated March 26th and the other April 1st, 1931, will say that for some reason I did not receive the first letter until Monday morning of this week, did not notice that it was dated four days before that until just now as I started to answer same. Did not get in touch with Mr. Spurlock until Tuesday, March 31st. Discussed the proposition of a settlement. I advised him that if a settlement could possibly be agreed upon it was much the better way out of the situation, however, he wished to consider the matter and promised to let me know later in the week. I will probably not see him until Friday or Saturday, as it is now Thursday.

On going over the matter with him I find that apparently he did not see you personally before the trade, but he states that the representations, which he claims were made by your agents and employees, and that they were made.

He also claims that he did not abandon the property for a number of months, as stated in your letter, that he irrigated and cultivated the trees and at the expiration of only thirty days returned to irrigate them again, but found your men in charge and working on the place.

He claims to have set out \$700.00 or \$800.00 worth of trees on the place, of course, as I understand it these trees have not been paid for either.

I will write you again just as soon as Mr. Spurlock comes in, and for the best interest of all concerned will see if a settlement can not be effected.

I trust that it will be satisfactory if I write you not later than Monday.

I am,

Very truly yours,

Morris Cain

MC:ES

Spurlock

April Fourth,
1 9 3 1

Mr. Morris A. Cain,
102- E. Fourth,
Santa Ana, Calif.

Dear Mr. Cain:

I thank you for your kind
letter of the second.

I repeat that I never gave
any permission to any one, agent or employee to
give Mr. Spurlock the free use of the pipe for the
growing of a crop. I did not own the pipe that
Mr. Spurlock wanted to use, he knew it and that pipe
could and was replaced in forty-eight hours by another
pipe which is now on the ground.

My only statement was that Mr.
Spurlock could use the pipe until Mr. Walter needed
it, which was done.

To let you know fully the
situation. The pipe line today is on the surface
of the ground and can be put in in eight working
hours, but in any event two days so how can Mr.
Spurlock be damaged.

I never saw Mr. Spurlock
but once and he did not either by letter or word
of mouth make a complaint. He was happy over the
situation when I saw him for the first, last and
only time working on his crop.

Another thing, the pipe
that he did put in has never been paid for.

I have five witnesses to prove that
Mr. Spurlock abandoned the property for months so you
had better not place too much credit on that.

If you want any reference as to
my responsibility telephone A. J. Crookshank, President
First National Bank, Santa Ana, Mr. Pixley of Orange

Spurlock

April Eighth,
1 9 3 1

Mr. Morris A. Cain,
102½ E. Fourth,
Santa Ana, Calif.

My dear Mr. Cain:

I am planning to be in Santa Ana
on Saturday, April 11th.

Would it be possible for me to
see you at your office at one thirty?

Please let me hear from you by
return mail.

Yours very truly,

EF:ASK

Mr. Morris A. Cain

April 4th, 1931.

Mr. Frank J. Belcher, President First National Bank,
San Diego, Mr. M. T. Gilmore, President, San Diego
Trust & Savings Bank, San Diego or Mr. G. A. Davidson,
Vice President Bank of America, San Diego. Every
one of these gentlemen have known me for thirty years
or more.

What hurt me the worst was
after, in writing, guaranteeing me an easement for a
right of way to the three acres, also in writing transferring
the water stock to the three acres as security for the
\$2500 note Mr. Spurlock, to my son, repudiated both these
obligations and I have lost all confidence in him.

Yours very truly,

EF:ASK

MORRIS A. CAIN
ATTORNEY AT LAW
102 1-2 E. FOURTH
SANTA ANA, CALIFORNIA

April 10, 1931.

Spurlock

Ed Fletcher Company,
1020 Ninth Street,
San Diego, California.

Attention: Mr. Fletcher.

Dear Sir:-

Yours of April 8th just received. Will say that I will be in my office up until 12 noon Saturday, but then have to be away until 6 P. M., then I will make it a point to be back here. Sorry I can not be here at the time you suggest in the afternoon.

I trust that you will be able to make it earlier in the day, or later in the evening.

I am,

Very truly yours,

Morris Cain

MC:ES

Spurlock

April 16th, 1931.

Mr. Morris Cain,
102 1/2 East First Street,
Santa Ana, California.

My dear Mr. Cain:-

If I can settle satisfactorily with Mr. Pritchard, I will be inclined to pay \$550.00 to clean up this entire mess with Mr. Spurlock. I have written Mr. Pritchard today.

I enclose copy of a written agreement between Mr. Spurlock and myself regarding the easement for right of way and regarding the water stock.

What your client's attitude is going to be in relation thereto, and whether he is going to live up to his obligation or not, you know and I know that an orchard is no good without water and that it is impossible to reach this property without an easement.

What easement did Mr. Spurlock intend to give me when he signed this letter and what arrangements can be made to get it? A reply by return mail will be appreciated.

I am leaving, to be gone a week next Monday and if we are going to settle this matter up it ought to be settled immediately.

Yours very truly,

EF/RC

MORRIS A. CAIN
ATTORNEY AT LAW
102 1-2 E. FOURTH
SANTA ANA, CALIFORNIA

April 17, 1931.

Mr. Ed Fletcher,
1020 Ninth Street,
San Diego, California.

Dear Sir:-

Your letter of April 16th received, and Mr. Spurlock was in this morning.

With regard to the money settlement, he does not feel that he can come below the \$500.00, which he offered to take, in fact he came back after I had written you and wanted to raise it to \$750.00, but in as much as I had already talked to you over the phone I prevailed upon him to let it rest at \$500.00.

Of course, there is the other proposition that if you will deed him back the Orange County place he will pay you in cash what money you have put into it and paid on the first mortgage, with exception of the matter of commission which you paid on the deal. It seems that these are the only two propositions upon which we might be able to agree.

The basis of his feeling is that he has money coming, as outlined in former correspondence, including the fact that he put nearly \$1,000.00 worth of trees on your place in San Diego County, which by this time have no doubt increased the value of the land \$200.00, or more, as they have been in one year.

The advantage of a settlement would be that the matter would be fully adjusted, and there would be no wait of several months during foreclosure proceedings, and no other litigation. I believe the two foreclosure proceedings together will still cost you at least \$500.00, besides the delay and worry connected therewith.

I, of course, have nothing to do with the right-of-way proposition, and can guarantee nothing in that regard, but feel that you might not have so much trouble in getting the right-of-way, providing the other matter was settled and adjusted.

I trust that you will let me know in regard to the matter by Monday.

I am,

Very truly yours,

Morris Cain

MC:ES

Spurlock
April Eighteenth,
1931

Mr. Morris A. Cain,
102 1/2 E. Fourth Street,
Santa Ana, California.

Dear Mr. Cain:

Answering yours of the seventeenth.

You can understand how ridiculous Mr. Spurlock's proposition is when I have paid \$1750 cash commission on this sale.

Mr. Spurlock is lying to you about the trees that were put in. There are not over 500 trees at the most and I have bought over 10,000 trees, better than his within the last year paying for them balled at seventy-five cents a tree for about half of them and \$1.00 a tree for the rest. I can furnish you 20,000 trees at \$1.00 a tree any time you want them, splendid variety, by giving me reasonable time.

From all accounts this property should sell at from \$4000 to \$5000. This is the value that the First National Bank and Mr. Pixley of Orange has put on the property, also one or two neighbors.

If Mr. Spurlock really wants that property back I am willing to credit him with \$500 for his avocado trees but he must pay me my actual cash outlay. If he can't do it in cash we can leave the second trust deed on the property and he give me a complete release on the San Diego County property so I can clean up the title without going to the expense of foreclosure.

I have never had the pleasure of meeting you but I know you are a sensible man and fair. Your friends tell me so.

I wish I had never seen Mr. Spurlock. I have lost a year or more interest and income on my property, values are not as high today as they were a year ago when he purchased.

I am now offering to give up \$500 in cash to get rid of Spurlock and get my property back and get my money that I have put in to the thing and 7% interest back. What can be fairer.

I should have some compensation for the two trips to Santa Barbara and four trips to Santa Ana.

The set up is about as follows:

Cash paid out by me on commissioner	\$1750.00
Plus 7% interest	152.11
Cash paid on principal to Mr. Welker	250.00
Plus 7% interest	21.73
Cash paid for plowing and care of trees	75.00
Water assessment El Medina Water Company	30.00
San Dieguito Irrigation District water bill	7.17
Abstract Title & Insurance Company, Santa Ana	25.00
J. N. Welker interest	26.25
Water from El Medina Water Company	11.50
W. O. Spurlock, check to First National Bank, Santa Ana	50.00
Interest to J. N. Welker	11.68
Expense two trips to Santa Barbara, four to Santa Ana	100.00
Payment to C. L. Pritchard for foreclosure proceedings	48.80
	<hr/>
TOTAL	\$2559.28
Less credit re compromise settlement	500.00
	<hr/>
TOTAL	\$2059.28

If this compromise settlement can be made I am willing to take \$500 cash, let the second trust deed stand for the balance on some equable easy term of payment in consideration of getting an immediate release without any other expense to me re the San Diego County property. I will turn back to Mr. Spurlock a note of \$250 signed by young Rockwell and Dixon. No doubt he can collect same.

This money was advanced to them primarily as payment of the commission which note they have never paid.

If this settlement is made I have not alone lost the revenue from the use of that land for a year or more but the value of the land has depreciated and I lose that

and last my interest on the trust deed and had endless annoyance and trouble, an out \$500 for the privilege of having sold Mr. Spurlock to say nothing of the cost of preparing the papers, getting out certificates of title, etc.

I am leaving Monday afternoon to be gone for a week. If it is not satisfactory I will give you a final answer on the \$500 a week from Monday on my return from an eastern trip.

Yours very truly,

EF:ASK

Spurlock
May 1st, 1931.

Mr. Morris A. Cain,
102½ East First Street,
Santa Ana, California.

My dear Mr. Cain:-

I must have a final answer by next Tuesday from Mr. Spurlock.

I am willing to pay Mr. Spurlock even more than it will cost me to cancel the trust deeds.

Judge W. A. Sloane, formerly on the State Supreme Court bench, Mr. John Haskell, Harrison Sloane and I organized the Fidelity Mutual Corporation. I am still a director and I get in my dividend about one-third off the actual cost.

The total cost for foreclosing the \$2500 trust deed, as you know, is \$150.00. The other trust deed is \$12,250. Enclosed find copy of letter from Mr. Pritchard of the First National Bank which is explanatory, showing that the first trust deed, if we settle now, will cost me \$75.00. The large trust deed of \$12,250 was issued by the Fidelity Mutual Corporation, of which I am a director, as above stated. The cost of this will be around \$400 ordinarily but I get one-third off in dividends which would cost me around \$275.00 plus the \$75.00 I will have to pay Mr. Pritchard, bringing the amount up to \$350.00.

I am willing to make it \$400.00, payable \$100 down and \$100 a month until paid and give you \$50 extra for your services, just to get the matter cleaned up, if accepted by next week Tuesday, in consideration of the Spurlocks signing a quitclaim deed that is satisfactory and completely clears the title to the property.

If Mr. Spurlock thinks he has any claim against us, he has the privilege of filing suit at any time.

Time is the essence of this offer.

Yours very truly,

EF/RC

Spurlock

May Sixth,
1931

Mr. Morris A. Cain,
102 1/2 E. Fourth,
Santa Ana, Calif.

Dear Mr. Cain:

Enclosed find copy of letter from
my attorney, Mr. Harrison G. Sloane regarding right
of way for your information.

I can sign no papers that release
this easement.

I have received a letter from my friend,
Mr. Crookshank today offering to help me out.
Enclosed find copy of my letter of instruction to
him, also copy of the agreement that I wish signed,
all for your information.

Yours very truly,

EF:ASK

OFFICE PHONE 818

RESIDENCE PHONE SANTA ANA 4849-W

MORRIS A. CAIN
ATTORNEY AT LAW
102 1/2 E. FOURTH
SANTA ANA, CALIFORNIA

May 6, 1931.

Mr. Ed Fletcher,
1020 Ninth Street,
San Diego, California.

Dear Sir:-

In Re: W. O. Spurlock Settlement.

I could not see Mr. Crookshank yesterday as he
went out to his ranch on the desert, but saw him this morn-
ing and he stated that he had forwarded to you a note to
be signed to the bank. You may, therefore, prepare the
papers which you wish Mr. Spurlock to sign and forward them
to the bank, presumably in the care of Mr. Crookshank,
together with the note and the \$150.00 cash as per agreement
with instructions to pay the \$450.00 upon due execution of
the papers by Mr. Spurlock, and I will have him execute them.

In connection with release from liability to both
parties to avoid any possibility of further litigation, I
have prepared a form of mutual release, of which I am enclosing
original and copy. This was drawn very hurriedly as I am
late to an appointment in Long Beach, and if you desire you
may re-draft the same and send the draft drawn by you with
the papers. I would really prefer that you do this. The
one I have drawn will give you an idea of what is desired.

Mr. Spurlock states that there is on the San Diego
place approximately three hundred feet of galvanized surface
pipe and six joints of flume which belongs to his father. He
states that your son told him some time ago that he might
remove this, but wish to consult you in regard thereto as we
wish to avoid any further complications in the settlement
that we are making. Please let me know your attitude in
regard to this.

With best wishes, I am

Very truly yours,

Morris Cain

MC:ES

Spurlock

May 7th, 1931.

Mr. Morris A. Cain,
102½ East First Street,
Santa Ana, California.

My dear Mr. Cain:-

Enclosed find letter from Mr.

Pritchard. It will be necessary to get some
immediate action. You had better take it up
with him direct.

Yours very truly,

EF/RC

Spurlock

May Eighth,
1931

Mr. Morris A. Cain,
102½ E. First St.,
Santa Ana, Calif.

My dear Mr. Cain:

Answering yours of May sixth I cannot
agree to the memorandum of agreement and will not assume
the debts of Mr. Spurlock in San Diego County.

He owes many debts that I know nothing
about except by rumor. I have already relieved him
of the debt for the meter to the irrigation district

I am satisfied the district will never
press him for the payment of the water bill because
they are now furnishing water to the tract and have
been paid for the meter.

Under the state law Mr. Smith can be
forced to give us an easement for a right of way to
that land. That is the only thing that I am going
to hold over Mr. Spurlock until we can get an adjustment
with Mr. Smith.

I am sure you must appreciate my position
in the matter.

Please see the papers that I have sent
to the First National Bank of Santa Ana. The matter
must be straightened out by next Tuesday, May 12th, 1931.

Yours very truly,

EF:ASK

Spurlock

May Thirteenth,
1 9 3 1

Mr. Morris A. Cain,
102 1/2 E. First Street,
Santa Ana, California.

My dear Mr. Cain:

Enclosed find letter from my
superintendent, Mr. Conner.

When ever I am informed that the
Spurlock matter is completely closed I will instruct
Mr. Conner to deliver the surface pipe to Mr. Spurlock
or his order.

Very sincerely yours,

EF:ASK

Ed Fletcher Papers

1870-1955

MSS.81

Box: 3 Folder: 20

General Correspondence - Cain, Morris



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