

C o p y

El Cajon, Calif.
March 26, 1919

Col. Ed Fletcher.

Dear Sir:-

Enent the washout on the Thompson place; patience ceases to be a virtue with us. Day after day and nothing doing. Had you kept your promise made to us at your office (Come out and see for yourself the damage done") I feel assured that you would have realized that the spasmodic work of one team burdened as it is with other ranch and road work, would make slow progress.

Aside from the damage to the two rows of trees, roots to the depth of 8 or 10 feet exposed, the taking of so much soil from the hillside must be taken into consideration. Mr. Thompson, the owner of the Ranch is insisting that the work of filling in be pressed without any further delay and the question of damage be also settled if possible without being forced to take the matter into the courts.

I also call your attention to the fact that two weeks elapsed after the washout without any work being done on the above place and after having expert horticultural advice on the matter, taking into consideration a curtailment of production on those trees for at least two years and the trees that are gone entirely on behalf of Mr. Thompson and myself as lessee, I think that a conservative estimate of the damage after the filling in is completed would be about \$800.00. Personally I decline the responsibility of settling with the Company for any less sum, believing that the testimony of eye witnesses and the camera will bear me out in the above statement.

The damage on our home place was not so serious as we at first thought, as we succeeded in flushing the silt out of concrete piping, but for the filling in of the 3 washouts and the loss of the fertilizer which I had just distributed on the past washed I am asking \$70.00 from the Company.

In any event I would much prefer that the matter be settled by arbitration.

Yours resp.

(Signed) John G. Wills.

April 1, 1919

Mr. John G. Wills,
El Cajon, California.

Dear Sir:-

Answering yours of the 26th, will say I did go out the following Sunday and inspected the washout, and ordered it put in good condition. I found no one at home. I supposed the back-filling had been done. As you know, I have been out of town most of the time for the last four weeks, but I will have Mr. Harrit take this matter up with you immediately.

Yours very truly,

EF/bm
cc CH

Office
Aug. 7th, 1919

Harritt:

Please see me about this at your earliest convenience.

E.F.

El. Canyon. Cal. July 30/1919

#2

Cuyamaca Water Co
Mr. Edd. Fletcher

Dear Sir

I have a letter from Mr Hofflund dated July 1st in which he states that in the matter of arbitrating the claim of Mr Thompson for damages. That owing to personal friendship, and wide difference of opinion he feels that the Company should have a representative entirely separate from any Edd Fletcher interests and he has therefore notified you that he will be unable to continue as your representative

He also states after seeing our claims. he candidly could never recommend other than a court as the third party and can see no object in continuing further and that Mr Thompson has intimated that he considers it unfair for anyone connected with the water company to act for them and justly so in view of the fact that you agreed in the presence of witnesses in your office that we would each appoint disinterested party and that if they could not agree that they call in third party and we would accept their verdict

After making the foregoing statements Mr Hofflund in the latter clause of his letter recommends that we have Mr Harritt appoint some one to take his place in view of this somewhat conflicting situation, the suggesting of a Court for a third party a thing inconsistent with our previous agreement, and the appointment of another arbiter, which matter I referred to Mr Harritt at the recent hearing of Co for a surcharge, and was politely told by him that he refused to discuss the matter with me. we can only presume that this inexcusable delay will prolong a just settlement which should have been made long ago.

Now Mr Fletcher as Manager of the water Company we ask from you a definite statement as to whether you are going to appoint another arbiter in Mr Hofflund's place or are you going against our wishes and agreement to let the matter go into court as suggested by Mr Hofflund.

Yours Respt
John G. Wells, Agent for Mr. Thompson

August 15, 1919.

Harritt:

Please see me about this immediately.

Ed Fletcher
VBS.

El. Canyon Aug 12/1919

File
Wills

Col Ed. Fletcher
Manager Cuyamaca Water Co
San Diego, Cal.

Dear Sir

Don't you think we are entitled to the courtesy of a reply to our letter of recent date ment the claim of Mr. F. M. Thompson for damages done last January. This delay in making a just settlement is inescapable in view of the fact that you are making prompt settlement to Mr. Springstead for his damage done last month giving him in value 4 or 5 times the amount you have offered Mr. Thompson for a very insignificant damage in comparison, which fact can be testified to by the many friends and neighbors here who saw the ~~damages~~ nature of the damage.

The statement made to me by your Superintendent that I had made a claim for \$2000 is a misrepresentation and based on my personal claim which was contingent on having to take up my concrete which we were finally able to flush out which claim was settled by arbitrators. When asked by Mr. Harritt what I thought the damage on the Thompson place was, I told him that conservative neighbors and Horticultural expert estimated it at \$10000 possibly Mr. Thompson might take \$8000 rather than go into Court and that I would have to consult him first before making definite claim. Further this statement was made prior to the dirt being taken

#2
from the Thompson place, which still further
damage his place by hauling the good dirt by
trucks between each row of trees from the hillside.
When asked by Mr. Bookey about hauling the
dirt from the Thompson place, I merely
stated that it would be much cheaper
than the company having to haul it from
a distance which would be a costly
proposition. This could in no sense be
construed into a statement that I had
granted them permission to take the
dirt free gratis.
Unless we hear from you by the 20th of Aug
1919 we shall take it for granted that you
are unwilling to abide by our former
agreement to settle the matter by
arbitration and will be compelled to
take the necessary steps to recover by
Law

yours, Resp
John G. Wills

L. E. Mathews

San Diego, California, Aug. 26, 1919.

Col. Ed Fletcher,
Office.

Dear Sir:

Hofflund has all the letters, data, etc., re this
Willis matter.

Willis, I have been given to understand, has been,
or is intending to buy the Thompson property and all the damages
he can collect from us will decrease the cost of the place to him.

Would suggest that he go to law, if he wishes; after
my experience with him and Springstead, I think it probably the
cheaper way of settling these matters.

The fertilizer was possibly washed out of approximately
one-half acre of Springstead's orchard; we leveled everything up,
put a carload of fertilizer back and still he wants more. I have
been dodging him until I could see you, my intention being to tell
him that any further recompense to him was out of the question.

Yours truly,

L. E. Mathews

Mathews we will do nothing
further
Ed J

Ed Fletcher Papers

1870-1955

MSS.81

Box: 34 Folder: 21

General Correspondence - Wills, John G.



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