

From the papers of Ed Fletcher, the following letters have been removed to the alphabetized correspondence files:

"TREANDOR-FLETCHER SYNDICATE"

ENTIRE FILES:

"RIVERSIDE PORTLAND CEMENT CO."

"UNION TITLE INSURANCE CO. 1925 CORRESPONDENCE"

Fletcher to ANTHONY, H. E., April 7, 1922

BURNAM, George S. (Southern Trust and Commerce Bank)

Fletcher to Burnam, (3 letters) May 9, 1922, June 3, 1922, October 16, 1922

Burnham to Fletcher, October 11, 1922

Fletcher to GILMORE, M. T., June 3, 1922

SLOANE & SLOANE

Fletcher to W.A.Sloane, May 1, 1925

Copy for Fletcher, Sloane to ~~W.A.Sloane~~, February 27, 1926

Fletcher to SOUTHERN TITLE GUARANTY CO., May 1, 1925

STEVENS, HENRY J.:

Stevens to Fletcher, June 21, 1922

Fletcher to Stevens, October 10, 1922

Stevens to Fletcher, September 26, 1922

Fletcher to Stevens, October 5, 1922

Fletcher to Stevens, October 17, 1922

Stevens to Fletcher, October 16, 1922

WRIGHT, Leroy A.:

Wright to Sloane, (2 letters) March 18, 1925,

April 30, 1925

SLOANE & SLOANE
Attorneys at Law
Watts Building, San Diego, California

Wm. A. Sloane
Harrison G. Sloane

November 24th, 1923.

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

Dear Fletcher:-

The check of the Cuyamaca Water Company for two hundred dollars (\$200.00) was received this morning. This will pay expenses we have incurred and our attorneys' fees in the Court of Appeal matter to date including two trips to Los Angeles. What further expense the contest may entail will depend upon how much further we carry the fight.

We see by the morning paper that the Appellate Court has denied the first application to intervene on the part of Charles H. Harris. We got our application for intervention on the part of the State of California before the Court yesterday morning but it has not been acted upon. Whether they will now refuse to give us further hearing before the Appellate Court is the problem.

They ordered that their Writ of Mandate, compelling the certification of the election to the Secretary of State, be suspended until December 3rd. Either an application for re-hearing before the Appellate Court or in the Supreme Court will be necessary if anything further is done toward staying the writ of mandate. If the writ is put in force and the certificate filed with the Secretary of State, there will be no use pursuing the matter in that direction any further. The contestants will, however, still be left with the injunction issued by Judge Marsh restraining any action

on the part of the city of San Diego toward taking over East San Diego affairs until the quo warranto case is tried on its merits. This will hold up the annexation but whether it will leave East San Diego without a city government in the meantime is the question.

In order to put the matter more clearly before you we would explain that there are two separate proceedings pending.

In the first place, by permission of the Attorney General, we brought an action in the Superior Court of the County of San Diego in behalf of the people of the State, called an action in quo warranto, in which the State will contest the authority of the cities of San Diego and East San Diego in the annexation proceedings. In this case an injunction was issued forbidding the city of San Diego to take any steps toward assuming control of the affairs of East San Diego until the validity of the consolidation proceedings had been determined in the quo warranto case. This injunction remains in full force and effect but it is contended by opposing parties that it does not prevent the City Clerk of the City of San Diego from certifying the result of the consolidation election to the Secretary of State.

Accordingly, taxpayers of East San Diego, represented by Attorney Jesse George, filed an application in the Court of Appeal asking that a writ of mandate issue from that Court requiring the city clerk to certify to the Secretary of State the result of the consolidation election. The city of San Diego naturally interposed no objection to this, so we have attempted to intervene in behalf of the taxpayers and in behalf of the people of the State of California in the proceeding in the Appellate Court for the purpose of opposing the issuance of this writ of mandate. That is the matter which has been decided against us by the Court of Appeal without, however, passing upon our application for intervention in behalf of the people of the State of

California.

Even if this writ of mandate is issued and the certificate filed with the Secretary of State, it does not affect our right to proceed in the Superior Court of the County of San Diego in the quo warranto case to contest the validity of the consolidation proceedings. The objection to the writ of mandate compelling the certifying of the result of the election to the Secretary of State is that such proceeding will mess up the East San Diego city government during the period which must elapse before the quo warranto case can be tried here on its merits. Ultimately, however, if the case is decided against the validity of the consolidation, the city government of East San Diego will be restored.

The problem before you in the Court of Appeal matter is whether you wish to take a further fighting chance to prevent filing of the certificate of election with the Secretary of State. If anything further is done in the Appellate Courts, it must be done at once.

Very truly yours,

SLONE & SLOANE,

WAS/MD

By _____

Sloane & Sloane

November 6, 1924.

CUYAMACA WATER COMPANY,
COL. ED FLETCHER, MGR.

to

SLOANE & SLOANE, Dr.

Re Matter of Negotiations of Sale to
La Mesa, Lemon Grove, etc., Irrigation
District.

1924

- Jan. 22 Brief authorities. Revision and preparation for proposal of option to La Mesa etc., Irrigation District for purchase of Cuyamaca System.
- " Consultation with Irrigation District Committee and examination of law on liability of Irrigation District to continue service to customers of water company, 1/2 day.
- Jan. 23 Brief authorities, 2 hours.
- Jan. 24 Brief authorities, 1 day
- Jan. 25 Brief authorities, 1/2 day. Drafting opinion in matter of sale of Cuyamaca Water Company to Irrigation District.
- Jan. 28 Brief authorities, 1/2 hour.
- Jan. 29 Conference with Haines & Haines and Irrigation District Committee on matter of option for sale of Cuyamaca System to District, 1/2 day.
- Jan. 30 Conference with Fletcher, 1 1/2 hours.
- Feb. 11 Opinion as to securing resignation of directors of Irrigation District and appointment of successors.
- Feb. 15 Brief authorities, Preparation of form for recall of members Board of Directors.

- 1924
- Feb. 16 Brief authorities. Consultation Fletcher. Written opinion as to method of including lands now in old district in a new Irrigation District.
- Feb. 18 Brief of authorities and preparation of written opinion as to rate fixing power to outside consumers by Irrigation District in event of purchase of Cuyamaca System.
- Feb. 18 Attendance at Water meeting at Lemon Grove.
- Feb. 19 Brief authorities 1/2 hour.
- Feb. 20 Examination of contract and suggestion of amendments for construction of pumping plant and concrete line at Grossmont Reservoir.
- Apr. 3 Consultation with Col. Fletcher and examination and revision of new offer of option on Cuyamaca Water System to Irrigation District.
- Apr. 10 Consultation with Col. Fletcher and advice in matter of liability of Irrigation District for future supply of water to Cuyamaca customers.
- Apr. 11 Written opinion to Cuyamaca Water Co., as to points discussed in consolidation of April 10th.
- Apr. 15 Brief authorities 1/2 hour.
- Sep. 14 Preparing petition of property owners for calling election for bond issue, Irrigation District.

TOTAL -----\$ 250.00

May 1st, 1925.

Judge W. A. Sloane,
Watts Building,
San Diego, California.

My dear Judge:

Answering Senator Wright's letter of April 30th,

Item No. 1 --- Enclosed find release of mortgage. *Anderson*

Item No. 2 --- This amount has been paid off and the escrow put thru the Union Title Company.

Item No. 3 --- We will have the Southern Title Guaranty Company transfer this property.

Item No. 4 --- I want the property all transferred to me and have instructed the Southern Title Guaranty Company to execute the deed.

Item No. 5 --- I suggest Senator Wright prepare the order satisfactory to him for my signature.

Item No. 6 --- Deed herewith enclosed. The Title Company made a mistake on the first page and had me transferring a half interest instead of a quarter interest, which mistake has been corrected.

Yours very truly,

EF:KLM

11
original filed
on 5/1/25
SLOANE & SLOANE
Attorneys at Law
Watts Building, San Diego, California

May 6, 1925.

Col. Ed Fletcher, President,
Cuyamaca Water Company,
San Diego, California.

Dear Sir:

In compliance with your request for our opinion as to whether or not the matter of ratifying and adopting the proposed water settlement as tentatively agreed upon by the parties in interest, and recommended by the State Railroad Commission is one which is subject to an initiative proceeding by the people of the City of San Diego under the initiative and referendum laws, we report as follows:

Having made as thorough an examination of the constitutional, charter and statutory provisions on the subject, and of the decisions of our Supreme and Appellate Courts, as the time would permit, we are satisfied that the matter is subject to the initiative law; and that upon the presentation of a petition containing the signatures of qualified voters of the City of San Diego equal in number to at least 15% of the votes cast for Mayor at the last City election, proposing a valid ordinance for the adoption of plan recommended, it will become the duty of the City Council to either pass the ordinance as petitioned for, or submit it to a special election to be called for that purpose.

The only doubt that has been suggested on this point is as to whether the ratification and adoption of the proposed plan of settlement is a legislative, or a purely administrative question. The initiative and referendum law only applies to acts of legislation. Any act or procedure which is within the province of the City Council to adopt on its own authority, and which calls for legislative judgment and discretion, and which involves a question of public policy affecting the entire city, is subject to the initiative or referendum.

The California Court of Appeals, in the case of McKevit vs. the City of Sacramento, has defined legislative procedure as follows:

"Acts of a municipal body constituting a declaration of a public purpose, and making provision for ways and means of its accomplishment, may be generally classified as calling for the exercise of legislative power."

The leading decision of the California Supreme Court on this point is that of Hopping vs. The Council of the City of Richmond, (170 Cal. 605). In that case the City Council had passed a resolution pertaining to the acceptance and adoption of a certain proposition to erect a City Hall. The resolution was in the

following language:

"Moved by Councilman Garrard, seconded by Councilman Hartnett, that the proposition of the Harbor Center Land Company offering to donate the sum of four thousand dollars toward the erection of a new city hall on the block of ground given by said company to the city of Richmond for that purpose on condition that the city appropriate at least an equal amount and that the construction of the new city hall be commenced without delay, and conditioned further, that when the building is completed, it shall be occupied and used as the city hall, be accepted, provided the deed therefor is approved by the city attorney."

The Supreme Court, hold that the action of the Council thus taken was the exercise of legislative power, and hence subject to the initiative and referendum laws. The Court, in its opinion, says:

"The Council could consider the questions of public good, public interests, and public policy involved, solely by virtue of and in exercise of its legislative powers, and its action thereon was clearly an act in the exercise of that power."

It has also been held by the Supreme Court in *Nickerson vs. San Bernardino County*, (179 Cal. 518), that the proceedings of a board of supervisors of the county in the matter of acquiring a site for a county hospital was legislative in character; and in *Hill vs. Board of Supervisors of Butte County*, (176 Cal. 84), that a resolution of the board declaring the necessity for and authorizing the construction of a Hall of Records was a legislative act and subject to initiative and referendum.

even
It has/been held (*Chase vs. Kalber*, 28 Cal. App.561) that proceedings to initiate street improvements in cities and towns not governed by inconsistent charter provisions are legislative acts.

Under the broad application made in these decisions of the initiative and referendum powers of the people, it would seem scarcely probably that the Courts would hold a contrary view in a matter of such vital public interest to all the people of San Diego as that of adopting and carrying out a policy for the settlement of the water rights and development of the water supply of the city.

The City Charter of San Diego contains an initiative and referendum provision in substantial conformity to the provisions of the State Constitution and general laws.

Whether the San Diego City Council would proceed to act in compliance with an initiative petition in this matter without mandamus proceedings is of course a question which only the Council can answer, but we have no question that it would be their legal duty so to act.

Messrs. Crouch & Sanders, to whom we have submitted our views as to the legal question here discussed, agree with the correctness of our conclusion from a legal standpoint, but are strongly averse to invoking the initiative, as a matter of policy.

Respectfully,

SLOANE & SLOANE

By W. A. Sloane

WAS:AP

Wm. A. Sloane
Harrison G. Sloane

SLOANE & SLOANE
Attorneys at Law
Watts Building, San Diego, California

May 11, 1925.

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

Dear Colonel:

Saturday forenoon I went over the escrow papers coming to you in the Fletcher-Treanor settlement matter, and found the documents satisfactory as to form, comprising the following:

- (1) Solana Beach quit-claim from Treanor and wife and Henshaw and wife.
- (2) Cancelled contract with George H. Jones on Solana Beach property.
- (3) Assignment of all contracts, accounts and interests in the Solana Beach property, signed by Treanor and Henshaw.
- (4) Agreement for right of way for the Carroll tract at Lake Hodges, properly signed but not acknowledged.
- (5) Deed from Treanor et al. to Mary C. B. Fletcher of Henshaw acre, properly executed.
- (6) Agreement to convey acre at Lake Hinshaw to Salmons, not acknowledged.
- (7) Agreement to convey right of way San Luis Rey lands, signed by Henshaw and Treanor, but not acknowledged.
- (8) Hinshaw lease to Lake Hodges acre at bridge and at Lake Hodges Grove, not acknowledged.
- (9) Hunting and fishing concession at Lake Hodges to Hinshaw, from water company. No resolution of authority, and seal of corporation not attached.
- (10) Deed from Treanor and wife to Fletcher, Carroll property, seventy-six acres, duly executed.

EF-73.

The Hinshaw lease and concession you are no longer concerned with, but in order to carry the presumption of legal authority to execute the same, it should be accompanied with a resolution of the board of directors of the corporation, and the corporate seal should be attached.

The other documents noted as not being acknowledged all relate to interests in real estate, and should be acknowledged if you desire to place them of record in a manner to give constructive notice to the public.

Very truly yours,

W. A. Sloane

WAS:AP

July 9, 1925.

Judge W. A. Sloane,
Watts Building,
San Diego, Calif.

My dear Judge Sloane:

I have received the following request from
Mr. E. E. Mix, President of the Lake Cuyamaca Resort
under date of July 5, 1925:

"Mr. Ed Fletcher,
San Diego, California.

My dear Sir:

It is our wish, due to the lack of water as
contained in the spring we are now tapping in
our subdivision, to run a pipe line from the spring
now feeding Mr. Tahar's residence a distance of
approximately 2000 feet. We desire your permission
to temporarily use this water for swimming pool
purposes only for a period of one year at which
time other arrangements can be made subject to
our joint approval.

"It is understood that permission to use this
water will not be construed in any manner as giving
us any permanent rights on this stream or spring,
and it is further understood the water will not be
used for the service of the public.

Yours very truly,
LAKE CUYAMACA RESORT,
By E. E. Mix, President."

Following is copy of my reply under date of July 6th:

Lake Cuyamaca Resort,
10 Horne Building,
Long Beach, Calif.

Attention Mr. Mix

My dear Mr. Mix:

Wm. A. Sloane
Horison G. Sloane

Sloane & Sloane
Attorneys at Law
Watts Building, San Diego, California

August 3, 1925.

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

Dear Colonel:

Please find enclosed copy of
letter just received from Louis W.
Myers, Chief Justice of the Supreme
Court, in reply to my telegram relat-
ing to irrigation district bond matter.

Very truly yours,

W. A. Sloane

WAS:AP

*cc Hally
Hall
Bos of Director
Allen
Crosby & Landon
A. Smiley*

"Answering yours of July 3d, will say that I have no objection, temporarily, to letting you have water from the spring, providing it is not a dedication of the water for that purpose and you may have the free use of the water under those conditions.

"This is subject to a contract being drawn up protecting my daughter's interest."

Yours very truly,
ED FLETCHER"

The property stands in the name of Catherine P. Taylor. Please draw up a contract protecting my daughter's interest.

Yours very truly,

EF:MLM

(COPY)

SUPREME COURT OF CALIFORNIA
Chambers of the Chief Justice
San Francisco

Louis W. Myers
Chief Deputy

July 31, 1925.

W. A. Sloane, Esq.,
San Diego, Calif.

My dear Judge Sloane:

Replying to your telegram of this date, we delayed the order of submission in the case of La Mesa Lemon Grove and Spring Valley Irrigation District, waiting for respondent's brief, which never came. Finally an order of submission was made on July 6th in the absence of such brief.

As you doubtless realize, the members of this court are working constantly under heavy pressure. I am hopeful, however, that the opinion in this case may be filed in the near future. We all realize the urgent nature of the case.

With kindest personal regards, I am,

Sincerely yours,

Louis W. Myers.

Sloane & Sloane

Wm. A. Sloane
Harrison G. Sloane

Attorneys at Law
Watts Building, San Diego, California

November 17, 1925.

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

In re Sale of La Mesa, Lemon Grove
& Spring Valley Irrigation District
Bonds.

Dear Fletcher:

Replying to your request for an opinion as to a resale of the bonds of the Irrigation District in the event that the sale to Banks, Huntley & Co. should fail to go through, would say that the Irrigation District Act provides as follows:

"In case no award is made, the board thereafter may readvertise said bonds, or any part thereof, for sale, or sell the same, or any part thereof, at private sale, but no sale of said bonds at private sale shall be valid unless approved by the California Bond Certification Commission."

The right to thus sell at private sale would depend on whether an award of the bonds had been previously made.

We question if, in the present case, there has been such an award, since the accepted bid was made conditional upon the approval of the feasibility of the irrigation system by the purchasers' engineer. Consequently the award of the bonds must have also been conditional upon the final approval of the bidder: In other words, there has been no completed agreement.

It is our opinion, if the present bidders should refuse to go on with the purchase, that the irrigation board can then rescind its resolution accepting such bid, and proceed with a resale as if there had been no resolution of award.

It is questionable if much time could be

ED-#2.

saved by resorting to private sale, however, as it would probably take about as long to get the confirmation of the Bond Commission as it would to readvertise, and the re-advertising would remove any question of the validity of the sale.

Respectfully,

SLOANE & SLOANE,

By *H. G. Sloane*

WAS:AP

copy - Mr. Hall

Sloane & Sloane
Attorneys at Law
Watts Building, San Diego, California

January 6, 1926.

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

Dear Colonel:

We have never reached a settlement with regard to our fees in the East San Diego consolidation cases. We sent you a bill of date November 1, 1924, in response to which you suggested that the matter be left open for further consideration. We do not have a copy of that bill on hand, and are not certain to what date it extended. The appeal in the case, at which we appeared for oral argument, was heard November 24, 1924. The account rendered you will show whether or not we covered the entire services and costs for the appeal.

A portion of the costs were paid by the East San Diego people, but they at no time ever intimated to us that they would pay any part of the fee for our services, as our dealings regarding such employment were entirely with you.

Assuming that you will want to have this matter out of the way before you make a settlement of your Guyanaca Water Company accounts, we call your attention to it at this time, and we will be glad to take it up with you at your pleasure.

Respectfully yours,

SLOANE & SLOANE,

By *W. A. Sloane*

WAS:AP

no. 1926
No # 7870 - 250 ⁰⁰

February 4m 1926.

Judge W. A. Sloane,
Watts Building,
San Diego, California.

My dear Judge Sloane:

Enclosed find letter from Hall. Please prepare an option to the La Mesa, Lemon Grove and Spring Valley Irrigation District, the option to expire April 5, 1929.

Cut out the amount of acreage in the option and put in just the amount of acreage that I own and control and which lies below the 330 ft. contour; also add one acre of ground, the boundaries to be mutually agreed on for caretaker's house, with sufficient land at the damsite for the use of any sand or gravel or rock on any property that I personally own or control, needed during the construction of the dam.

Will you please have this option ready for my signature when I come back on Monday. Make it in the name of the Cuyamaca Water Company, Ed Fletcher, Manager. Show it to Mr. Fred Stearns. Miss May will show you my options. I am not extending the option but I am putting it in a separate form which they may file of record.

Yours very truly,

EF:KLM

December 3, 1926.

Judge W. A. Sloane,
Watts Building,
San Diego, California.

My dear Judge:

I want you to do this for me. Read over this agreement and then keep in mind the following:

That Henshaw has never furnished water to 4000 acres of land included in this agreement at any price, and he is not very well in a position to do so. That they still own the land together; that Henshaw did intend to irrigate the 1700 acres near Carlsbad. That he entered into an agreement with the Vista Irrigation District whereby Henshaw had permission to enlarge their pipelines which they were building sufficient in size to carry Henshaw's water thru the district's system to within six miles of 1700 acres mentioned in this contract. That that was the only practical way to irrigate that 1700 acres. That Henshaw did not exercise the option and put up the additional money to enlarge the Vista District's system to take water to this 1700 acre tract south of Oceanside; neither did Henshaw give the Whitney's the opportunity to put up their two-thirds of the cost and Henshaw one-third of the cost in order to get water to this 1700 acre tract above mentioned, but deliberately threw up the only opportunity of getting water for that 1700 acre tract. The reason for it is that they had so little surplus water that Henshaw wanted to put what surplus he had on his own lands at Bernardo - 6000 acres - in which Whitney wasn't interest.

It is true the contract does not call for the delivery of the water on the land, and Henshaw might today say: "I will give you the water. Come and get it"; in which case the Whitney's would have to run a pipeline for 40 or 50 miles to Warner Dam. This also applies to the 2500 acres of land they own together on Linda Vista Mesa.

When I speak of Henshaw I am speaking of the San Diego County Water Company to whom Henshaw transferred all his water rights and dam sites of four or five years ago.

Now Henshaw, or the San Diego County Water Company have gone to work and sold all of the water rights they own on the Santa Ysabel River and Sutherland, which is the closest source of supply which they own and which was intended for the Linda Vista Mesa lands and ignored the Whitneys entirely and their contract. The Whitneys carried Henshaw for every dollar of his one-third interest up to two or three years ago when Henshaw paid the Whitneys for his undivided one-third interest, and then without consulting Whitney, he went ahead and bonded his one-third interest for two and a half million dollars after having deeded it to the San Diego County Water Company. So Whitney sits here with an undivided two-thirds interest in 4700 acres of dry land with Henshaw or the San Diego County Water Company ignoring him completely and making no provision to get him water but selling out to the City and selling out all of their holdings in the Henshaw Dam to the Vista District and to the Escondido Mutual Water Company, excepting just enough to take care of their own San Diego County Water Company lands in which Whitney has no interest, near Bernardo.

It is just another of those smooth deals of Henshaw selling out his partner. It is common knowledge that the Sutherland-Henshaw water was intended to come to San Diego and be put on the Linda Vista Mesa. An offer was made to sell five million gallons of water a day to the City, by Henshaw, and 10,000 acres put under irrigation on the Linda Vista Mesa.

that
It is a matter of public record that 10,000 acres included 2500 acres which Henshaw and Whitney owned. The surveys were made, and I have all the data in relation thereto, but the deal never went thru. Henshaw paid off Whitney and went to work and sold his water and water rights thru the San Diego County Water Company without consulting and entirely ignored Whitney, who for ten or twelve long years carried his partner, Henshaw, for the entire amount of Henshaw's interest in these lands.

And now, the Henshaw interests have been playing a hold-up game for a year or two even in the matter of division of the properties, as you know.

Please let me know what you think of it and whether they have any case for damages against Henshaw. When Henshaw transferred all his water rights and lands and interest to the San Diego County Water Company, my understanding is that there was no reservation made to protect the Whitney interests, but it is possible there was. This can only be discovered by the minutes of the meeting.

Yours very truly,

EF:AG

October 7, 1927

Judge W. A. Slocum
Sprackels Bldg.
San Diego, Calif.

My dear Judge:

I want to give a fifteen year easement for the City of El Cajon for two acres of land, also a right of way for sewage purposes and disposal. City Attorney Thatcher says it can not be done, as they are going to issue bonds for sewage purposes and make these improvements. It is against the law to make these improvements on easements.

I am willing to make the easement continue for the life of the bonds and have the land revert back to me at the expiration of the life of the bonds. The City will never use this land for these purposes beyond the fifteen or twenty year period, possibly ten.

Is Mr. Thatcher right as regards the law? Why is not an easement satisfactory and in compliance with the law?

An early reply will be appreciated.

Yours very truly,

EF:RH

COPY

Sloane & Sloane
San Diego, Calif.

October 10, 1927

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

Dear Colonel:

Answering your inquiry of October 7th regarding grant of easement to the City of El Cajon for two acres of land for sewage purposes, would say Mr. Thacher is doubtless right to the extent that the city could not legally construct permanent improvements on an easement limited in time. It is not the law, however, that such improvements cannot be made under an easement.

You can protect yourself in a case like this by making the easement perpetual in terms, with a condition subsequent that it shall terminate and the land and the use thereof revert to you on the discontinuance of its use by the municipality for the purposes for which such easement is given.

Respectfully yours,

SLOANE & SLOANE

(Signed) W. A. Sloane.

WAS:AP

Sloane & Sloane

Attorneys at Law

Wm. A. Sloane
Harrison G. Sloane

Suite 1230 John D. Sprockels Bldg.
San Diego, California

November 23, 1927.

San Diego County Water Company,

Gentlemen:

We are instructed by Colonel Ed Fletcher, whom we represent as his attorneys, to call your attention to the fact that the increasing of the height of the Henshaw dam on your property will result in flooding several additional acres of Colonel Fletcher's land.

You have obtained no authority to make use of this land for reservoir purposes, and this notice will serve to protest your right to do so, and you are hereby notified not to encroach upon any part of said premises by reason of such dam extension.

The land which will be affected by such extension of your reservoir is more particularly described as follows:

Yours very truly,

SLOANE & SLOANE,

By *W. A. Sloane*

WAS:AP

Sloane & Sloane

Attorneys at Law

Wm. A. Sloane
Harrison G. Sloane

Suite 1230 John D. Spreckels Bldg.
San Diego, California

November 23, 1927.

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

Dear Colonel:

I have looked over the correspondence with Mr. Taylor, apparently attorney for the trustees, in the matter of conveying title to Lot 130 of Subdivision 1 of Grossmont Park.

You do not seem to have any contract as to this purchase other than a statement of Mr. Taylor that the trustees have accepted your offer contained in your letter of February 25, 1927. If they should kick out of the traces it is doubtful if you could enforce the contract, but you would clearly be entitled to recover any money you have advanced thereon, although that might be involved in some difficulty considering that your recourse, if you had to resort to the courts, would be in the State of New York.

As you have already made at least one \$250 payment in reliance on the good faith of the parties, we can see no reason why you should not make the payment now due, as the chances of the parties trying to hold out anything on you are very remote. In view of the fact that they have failed to forward the necessary papers to bind the bargain, they could not, however, charge you with being in default if you withheld this payment until such time as you had legal assurances from them.

Respectfully yours,

W. A. Sloane

WAS:AP

J. HIBBERD TAYLOR
ATTORNEY AT LAW
40 WEST 40TH STREET
NEW YORK

May 9, 1928

Hon. W. A. Sloane
J. D. Spreckels Building
San Diego, Calif.

Dear Sir:

I am writing you at the suggestion of Mr. Ed Fletcher, 920 Eighth Street, San Diego, California, with reference to a small parcel of land in San Diego County formerly the property of the late Teresa Carreno Tagliapietra, who died a resident of New York County, City and State, in 1917.

The estate has contracted to sell this lot, which is lot No. 130, Subdivision 1, part of Grossmont Park, San Diego County to Mr. Fletcher for \$2000.

I am informed by the Southern Title and Trust Company that it will be necessary to probate Mrs. Tagliapietra's Will in California before her executors can sell the lot to Mr. Fletcher. The Title Company's file on this proceeding is Order No. 76728-EAS, and Mr. Ed. A. Sears, Trust officer is familiar with the proceeding.

I am enclosing herewith certified copy of Mrs. Tagliapietra's Will. Will you kindly inform me at your early convenience your approximate charge for carrying through the probate proceedings in your county.

Thanking you for your courtesy, I am

Very truly yours,

JHT/B

COPY.

SLOANE & SLOANE
Attorneys at Law
Suite 1230 John D. Spreckels Bldg.,
San Diego, California.

August 21, 1928.

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

Dear Fletcher:

Your letter relating to the assessment on excluded lands in the La Mesa District is received. We have noted contents and are returning you herewith your reply letter to the District, together with the \$38 warrant. You probably had better return this warrant to the District, unless they consent to your holding it as a payment on account. It is probably just as well for you to get this matter first as last. As we before stated, the question is one not entirely free from doubt.

Our opinion is that the District has no right to include excluded lands in its annual assessments. The only authority given to the District to make assessments is under section 35 of the Act, which provides that "the Assessor must between the first Monday in March and the first Monday in June in each year assess all real estate in the District to the persons, who own, claim or have possession or control thereof, at its full cash value," and the District has no taxing power, except such as is expressly conferred upon it by statute. This would seem to exclude their power to assess property that has been excluded from the District. Such a conclusion is also sustained by the exercise of a little common sense.

However, the attorneys for the District rely upon the provisions of section 84 of the Act, which declares "nothing in this Act provided shall in any manner operate to release any of the lands so excluded from the District from any obligation to pay or any lien thereon, of any valid outstanding bonds or other indebtedness of said District from the time of the filing of said petition for the exclusion of said lands, but upon the contrary said lands shall be held subject to said liens and answerable and chargeable for and with the payment and discharge of all of said outstanding obligations at the time of the filing of the petition for the exclusion of said land as fully as though said petition for such exclusion were never filed and said order or decree of exclusion never made, and for the purpose of discharging such outstanding indebtedness, said lands so excluded shall be deemed and considered as a part of said irrigation district, the same as though said petition for its exclusion had never been filed or said order or decree of exclusion never made."

Our interpretation of the above language is that any indebtedness, which at the time of the exclusion proceedings were commenced was subject to a lien therefor, continues to be liable after the exclusion, but that this provision is for the benefit solely of the lien-holders, and that the District cannot make use of it to meet its obligations to pay interest and sinking fund on bonds or to raise funds for other indebtedness. The provision is intended entirely to protect creditors and lien-holders from any impairment of their vested securities, and if the time ever comes when these creditors are entitled to enforce their claim against the District, they will have a right to resort to

those lands as a part of their securities, although, in such a case, they would probably have to exhaust their recourse against land within the District, before resorting to such excluded lands.

There is a chance, however, for a legal difference of opinion on the construction of this provision of the Act, and we do not know that the attorneys for the District are particularly to blame for the interpretation they have placed on it. The directors of the District, however, with the precedent before them of the course pursued by all other irrigation districts in the state seem to be going out of their way in enforcing their alleged right in a case so manifestly unjust as yours, where you have substituted for the lands excluded lands of much higher taxable value.

Very truly yours,

Sloane & Sloane

By W. A. Sloane

Encl.

WAS:AH

October 17th, 1928.

Judge W. A. Sloane,
1230 John D. Spreckels Building,
San Diego, California.

My dear Judge:

If for any reason that case does come up with Treanor on the 1st of November, it will be impossible for me to be here, but what I want is 5/6 of the land lying below the bottom of the spillway of Lake Hemshaw and 5/6 of the land lying north of the road; also 5/6 of the land lying south of the road. Let Treanor have his 1/6 all in one piece north of the road, but he must not have all of his land in the reservoir. He must take 1/6 above the flow of the reservoir level and 1/6 below, north of the road. If he wants to, let him have his 1/6 of the land south of the road adjoining his own, so it makes his all in one piece. I have no objection to that.

Mr. King and Ed, Junior will be able to help you in this matter, but I naturally prefer the case go over, if possible.

The above refers to the Shoulder property.

Yours very truly,

EF:GLF

January 2, 1928

Judge W. A. Sloane,
J. D. Spreckels Bldg.,
San Diego, Calif.

My dear Judge:

Enclosed find receipt for money paid to the La Mesa District.

I want you to file suit against the La Mesa District immediately and test this matter out.

I would like the complaint itself to mention particularly three things more as a matter of education to the people out there in the La Mesa District so they wont misunderstand my criticism.

First: That we put in much better land - 200 acres - then the 200 acres that was taken out with the result that taxes increased 100% on the new 200 acres put in. In addition to that they taxed the whole land that was excluded from the district more than they did before

In other words they jumped the taxes from \$500 in 1927 to \$1000 in 1928. You have my letters at figures as to the amount before

in 1927 to \$1000
giving the exact
and after.

They have been wrong last year on their part and did not have reduced the taxes this year.

They are making any assessment excepting on bonds.

January 5th,
19 29

Sloane & Sloane,
J. D. Spreckels Bldg.,
San Diego, Calif.

Gentlemen:

Enclosed find letter from Brown regarding the
clearing of the title.

I guess you can proceed now without any trouble
and clear the title to the property on Eighth
Street.

Yours truly

EF:AK

January 11th,
19 29

Judge W. A. Sloane,
J. D. Spreckels Bldg.,
San Diego, California.

My dear Judge:

Enclosed find chattel mortgage, Hartman to Fletcher,
together with Section 3440 of the Civil Code.

Does this apply in our case? Your written opinion
the other day was otherwise.

Yours very truly,

EF:AK

January 11th, 1929.

Judge W. A. Sloane
John D. Spreckels Building,
San Diego, California.

My dear Judge Sloane:

In 1926 we paid \$490 on the 200 acres of land which were excluded. On November 1st, 1926, 200 acres were excluded and the minutes on the same date show that the new lands were included.

Mr. Shropshire will furnish you a description of the 200 acres that were excluded.

In 1927, after the lands were excluded and new lands included, under protest we paid \$490 taxes on the excluded lands and \$305.08 on the new lands.

In 1928, the taxes were reduced on these 200 acres that have been excluded to \$47.20. We have already paid \$23.60 under protest.

While this amount is small it would mean that we would continue even on the present basis of paying \$45 or \$50 for the next 25 years, as long as the bonds are on the property, it would amount to several thousand dollars, including interest, and we might as well settle this right now.

Yours very truly,

EF:GMF

January 15th, 1929.

Judge W. A. Sloane
John D. Spreckels Building
San Diego, California.

My dear Judge:

I am returning District complaint.

Confirming my telephone, I wish you would modify Article 4 to read "that the tax collector of said District has annually continued to assess said premises at their full or partial cash value and taxes and assessments have been levied thereon for all the purposes of said District as though said lands were still a part of said District, cutting out the words "and in the same amounts".

In Article 9, I suggest that it read "and requested that no tax be made on said excluded lands".

My contention is that we should not be taxed at all or if they must be taxed, it should be for \$1.00.

Can you make the necessary corrections?

Yours very truly,

EF:GMF
Encl.

*Wm. A. Sloane
Harrison G. Sloane*
Sloane & Sloane

Attorneys at Law

Wm. A. Sloane
Harrison G. Sloane

Suite 1230 John D. Spreckels Bldg.
San Diego, California

January 15, 1929.

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

My dear Colonel Fletcher:

I guess I will have to confess to having slipped a cog in my advise to you with reference to the Solana Beach chattel mortgage. When you submitted the question to me as to the validity of your mortgage on the Solana Beach Inn furniture and fixtures, and the alleged necessity of any notice of intention to execute such mortgage being filed with the county recorder before the same was executed, I examined carefully the sections of the Code relating to chattel mortgages and all the amendments thereto down to and including the last session of the Legislature, and found that no change had been made which would require the filing with the county recorder of such notice. I did not examine section 3440 of the Civil Code, which in its title relates solely to the sale and transfer of title to certain classes of property. For years past the only requirement in that section for filing a previous notice relating to contracts affecting personal property was in relation to the sale or transfer of a stock of merchandise but in 1925 the Legislature inserted a short clause by way of amendment to that section requiring such notice in the event of the transfer or mortgage, including the sale, transfer, assignment or mortgage of the "fixtures or store equipment of a baker, cafe or restaurant owner." I question the validity of this amendment for the reason that there is nothing in the title of this enactment relating to fraudulent conveyances, which indicates that it in any way refers to chattel mortgages, and the legitimate place for such an amendment would be in the chattel mortgage law.

I understand that the Hartmans have executed a mortgage subsequent to yours on this same property. I am investigating the matter today as to whether or not this second mortgage complies with the provisions of section 3440. If it did not, it has no advantage over yours, and may, in any event, be fraudulent as an attempt to evade the liability to you. I also understand that you are now in possession of the property covered by this mortgage. If it was turned over to you by the Hartmans for the purpose of securing to you your indebtedness, in my opinion you have the first lien on the property as against the general creditors irrespective of the validity of your chattel mortgage.

Ed Fletcher Co. #2.

I also understand that the Hartmans made an assignment to some one as a trustee for their creditors, and if you are holding under this trustee, that assignment may take precedence to your claim. As against general creditors, who have not secured a lien on the mortgaged property, a mortgage is good as between the mortgagor and mortgagee where the mortgagee has been given possession, and such mortgagee has the preference.

In any event, the old saying is that "possession is nine points in the law", and if your possession is under your own claim of right, it ought to give you a decided advantage.

This slip in my legal accuracy is embarrassing, but at the same time you are in no worse position than you otherwise would be on that account since the damage, if there is such was done in failing to comply with the statutes when the mortgage was executed.

Yours very truly,

SLOANE & SLOANE

BY

W. A. Sloane

WAS:AH

*Will follow this with
a letter giving my views of
your rights in the premises*

W. A. S.

Sloane & Sloane

Attorneys at Law

Win. A. Sloane
Harrison G. Sloane

Suite 1230 John D. Spreckels Bldg.
San Diego, California

January 16th, 1929

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

Dear Fletcher:-

The Chattel Mortgage Law, Secs. 2955-2973 of the Civil Code Authorizes the mortgaging of all kinds of personal property, excepting:

- (1). Personal property not capable of manual delivery.
- (2). Articles of wearing apparel and personal adornment.
- (3). The stock in trade of a merchant.

It also gives complete directions as to manner of executing such mortgages. The chattel mortgage executed to you by Mr. & Mrs. Hartmen conforms to every requirement of the chattel mortgage law.

Section 3440 of the Civil Code to which your attention has been called, appears under the title of "Fraudulent Instruments and Transfers," and originally had no reference to mortgages. It provides as follows:

"Every transfer of personal property, either of a thing in action, or a ship or cargo at sea, or in a foreign port, and every lien thereon other than a mortgage, when allowed by law, x x is conclusively presumed, if made by a person having at the time the possession or control of the property and not accompanied by an actual and continued change of possession, to be fraudulent and therefore void against those who are his creditors while he remains in possession and the successors in interest of such creditors, and against any person on whom his estate devolves in trust for the benefit of others than himself, and against purchasers and incumbrances in good faith subsequent to the transfer."

This section of the code as originally enacted had reference only to transfers of the title to

January 16th, 1929

Second Page,

To Colonel Ed. Fletcher:

property, or to creation of a lien on personal property not subject to a chattel mortgage, and in no way placed limitations on the procedure for such mortgages.

Later a clause was inserted by way of amendment which required notice to be given and recorded in advance of any sale or mortgage of the fixtures and equipment of a merchant. It was not until 1925 that the provision was inserted making the requirement for such notice apply to the fixtures of a cafe or restaurant owned."

These amendments affecting the chattel mortgage law are of doubtful validity because of the fact that they are obscurely inserted in the bowels of the act relating to fraudulent sales and transfers and fail in their title to indicate any application to mortgages, contrary to the requirements of the law that all legislative enactments shall express in their title the nature and purpose of the act. In these enactments, the titles only refer to sales of property.

Moreover the provision in question does not apply to the equipment of an inn or hotel, and even in the case of a restaurant, only to such part of the equipment as are fixtures, that is, attached to the premises in such a way as to become a part thereof.

Furthermore it is only available to creditors who were such at the time the mortgage was executed, or who have acquired a lien or interest in the property subsequent to the disputed mortgage; that is, persons who have acquired such interest without notice of the mortgage.

A mortgage of personal property, whether made in conformity with the technicalities of the law or not, is good as between the mortgagor and mortgagee.

We are informed that the Hartmans made a subsequent mortgage of this property, but it appears never to have been recorded, and there was a failure on the part of the mortgagors to comply with the

a January 16th, 1929

Third page,

To Colonel Ed. Fletcher:

requirements of Section 3440 of the Civil Code, their attempted notice not conforming to the provisions of the statute.

We understand that the Hartmans have surrendered to you the possession of this property in satisfaction of, or security for their indebtedness. Such possession by you if taken without notice of any prior or superior lien, gives you preference over ordinary creditors.

This applies to the assignment for the benefit of creditors, if you had no notice of the assignment before entering into possession.

In any event the assignment itself would seem to be open to attack for the very reason urged against the validity of your mortgage. Namely, that there was no previous notice given of such transfer, as is required by Section 3440.

This seems to be a case where the old addage that possession is nine points in the law, applies, and we would advise you to stand on your rights under the mortgage and your possession of the goods.

Very truly yours,

SLOANE & SLOANE,

By *N.A. Sloane*

WAS/gek

February 2, 1929

Sloane & Sloane,
J. D. Spreckels Bldg.,
San Diego, California.

Gentlemen:

Enclosed find agreement that I am willing to sign if I am not making myself personally liable by any suit from an outsider.

Also, enclosed find signed contract between Davis and myself.

Other deeds and contracts have been signed on nearby property making different restrictions. It is my understanding that I have a right to change the restrictions on any sold or unsold lands and where I want to I can allow garages to be built any distance from the road that I can to approve and I cannot be sued by others if I change any restrictions, - making some 15 and 20 feet as a set-back and others none for garages, particularly where there is a big bank.

Am I within my rights and Crossmont Park Company in signing this waiver?

Yours truly,

EF:AK

February 4th
1 9 2 9

Judge W. A. Sloane,
J. D. Spreckels Bldg.
San Diego , California.

Would you immediately prepare an amendment to be introduced in the legislature clarifying the situation so that any lands that are excluded from the district by the irrigation district pay no assessments of any kind or description and are only liable for the debts of the district in case of a failure to pay the interest and sinking fund on any outstanding bonds or indebtedness.

I want to sent it up to the Attorney General and get his approval behind it and have the Attorney General sent it to the State Engineer and have his approval and will you please attend to this immediately at the earliest possible moment and very greatly oblige.

I would like to send a copy of the amendment up to the st te engineer and attorney general for their approval and arrange for them to put it through.

Yours truly,

EF:AK

February 8th,
1 9 2 9

Judge W. A. Sloane,
J. D. Spreckels Bldg.,
San Diego, California.

My dear Judge:

I have had numerous reports that I am a stockholder of the California Land Buyers Syndicate and a number of criticisms have come to me.

I am particularly referring to a piece of land at Fifth and Maple 100 x 150 belonging to an old man. His asking price was \$80,000, never had asked more than that, but the California Land Buyers Syndicate offered to increase that amount to \$90,000 paying \$10,000 down and \$80,000 in stock. I also heard that your representative was getting 20% commission on this deal if he had put it over.

I don't know whether the facts are as stated above and I suppose it is within the law to do that if the above is true, but it looks to me as if it were a stock selling proposition and I hate to hear rumors knocking the Syndicate.

Any one that is successful gets knocked. I certainly hope you are in good shape and wish you every success.

I would like your reaction, however, to the above at your convenience and oblige.

Sincerely yours,

EF:AK

February 8th,
1929

Sloane & Sloane,
J. D. Spreckels Bldg.,
San Diego, Calif.

Gentlemen:

Enclosed find check for your bills of February eighth
in the amounts of \$50 and \$106.98.

I thank you very much for your services in this matter.

Yours truly,

EF:AK

Sloane & Sloane

Attorneys at Law

Wm. A. Sloane
Harrison G. Sloane

Suite 1230 John D. Spreckels Bldg.
San Diego, California

February 12th, 1929

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

Dear Fletcher:-

The Demurrer of the La Mesa Irrigation District to our complaint, seeking to settle the question of right of an irrigation district to levy annual assessments on excluded lands, was argued before Judge Andrews Friday afternoon.

The Judge sustained the Demurrer. We took ten days to amend, but are of the opinion that no amendment can be made that will meet the ruling of the Court and that if we go on with the matter, it will be necessary to appeal from the ruling of Judge Andrews.

The conclusion rendered by the Judge was to the effect that Section 84 of the Irrigation District Act retains the excluded lands as, in effect, a part of the district for the purpose of annual assessments to raise revenue necessary to meet interest and sinking fund for the bonds.

Our position is that this Section was intended exclusively to preserve the rights of the bond holders and not to retain for the benefit of the district the right to look to excluded lands in helping pay off the bonded debt.

While this Section 84 is capable of other construction, there is nothing inconsistent with our contention and any other construction of the Section is inconsistent with the policy of the law that only the district itself has any jurisdiction over any real property outside of the district.

The various other sections relating to assessments provide that the assessor shall assess, and the Board of Directors levy assessments upon,

"All real Estate in the district."

for the purpose of meeting its annual budget. If the ruling of the Court can be sustained, it is entirely by virtue of Section 84 of the Act. Our strongest point in support of our contention is the circumstances provided for by Section 84, that,

February 11th, 1929

Second Page,

To Colonel Ed. Fletcher,

"Its provision shall not apply to any outstanding bond, the holders of which have assented to the exclusion of such lands from said district."

We contend that this proviso clearly indicates that the power to tax for bond purposes excluded lands was exclusively intended to protect the lien of the bond holders and not to compel contributions raising the annual budget by assessing the excluded lands.

If this reservation was made for the benefit of the district as well as the bondholders, it would not permit the mere assent to the exclusion on the part of the bond-holders to deprive, as it does, the district of resort to such excluded lands.

Both the attorney for the district and Judge Andrews sidestepped this most essential point of our argument. Neither of them attempting to answer it referred to this proviso. The remaining provisions of this Section 84 are as consistent with the Judge's ruling as with our position.

We can appeal from this ruling and obtain from the appellate courts a final construction of this Section if you deem it best to do so.

We sent you the other day, proposed amendment to Section 84 which, if adopted, would make it clear that this provision of the law should be confined to proceedings on the part of the bond-holders after default in payment of the bonded liability.

Another amendment which could be made and which I think all parties would agree to, would be to provide that in all cases where lands having equal value to those excluded are at the same time of exclusion brought into the district, that the excluded lands should be no longer liable to these annual assessments.

At a meeting of the directors of the Irrigation Districts in this part of the State, held at the San Diego Hotel last week, I talked this matter over with the General Secretary of the State Irrigation Association.

He stated that they had construed Section 84 in accordance with the ruling made by Judge Andrews, but that the Districts throughout the State had generally recognized the injustice of it and had side-stepped it by omitting excluded lands from assessments.

February 11th, 1929

Third Page,

To Colonel Ed. Fletcher.

He agreed with me that especially in cases where the same owner had bought into the district in connection with the excluded lands, other lands of equal or greater value, that the law should be amended to relieve the excluded lands from further burden.

We will prepare an amendment and submit it to the parties in charge of the irrigation laws covering this point. Such an amendment, so far as your case is concerned, would afford you the desired relief.

Very truly yours,

SLOANE & SLOANE,

By *W.A. Sloane*

WAS/gek

February 20th, 1929.

Judge W. A. Sloane
John D. Spreckels Building
San Diego, - California.

Dear Judge Sloane:—

Enclosed find letter from Attorney General
Webb that is explanatory. Tell me what you have
done.

Yours very truly,

RF:CMF
Incl.

Sloane & Sloane
Attorneys at Law
Suite 1230 John D. Spreckels Bldg.
San Diego, California

Wm. A. Sloane
Harrison G. Sloane

February 20, 1929.

Col. Ed. Fletcher,
1020 Ninth Street,
San Diego, Calif.

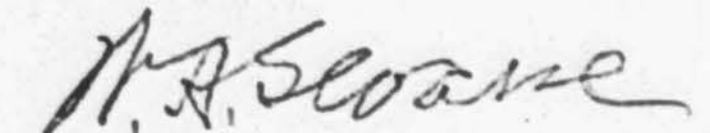
Dear Colonel:

Some days ago you submitted by letter an inquiry relating to a reported transaction regarding the California Land Buyers Syndicate in which it was represented to you that a certain proposition of questionable ethical standing had been made to a Mr. P. V. Morgan with a view to purchase by the Syndicate of his property, an apartment house, in which the price was to have been padded in order to increase the commission.

I referred this matter to Mr. Stewart, to whom you also sent a copy of your letter to me, and enclose you herewith Mr. Stewart's re-action in the matter. So far as the Board of Directors are concerned, the best of my recollection is we had never previously heard of this proposed offer, and in no way ever came officially before the Board.

You know yourself how easy it is for parties to misrepresent real estate negotiations. We are satisfied that there was nothing at all to support the impressions given to you regarding this matter.

Yours very truly,



encl.
WAS:D

CALIFORNIA LAND BUYERS SYNDICATE

1100 BROADWAY
SAN DIEGO, CALIFORNIA

February 18, 1929.

Judge W. A. Sloane,
Attorney at law,
1259 John D. Spreckels Bldg.,
San Diego, Calif.

Dear Judge:

I have read the copy of Colonel Fletcher's letter to you, dated February 8th, referring to a piece of property located at Fifth and Maple Streets, and owned by a man named Rosengrant.

For your information I have gathered together the facts in the case, which do not dovetail with the information contained in Colonel Fletcher's letter. Mr. Heilman, who is employed by this company in the real estate department, was advised by P. V. Morgan, more than six months ago, to solicit Mr. Rosengrant with a view to selling this apartment house, and he later called at his home and Mr. Rosengrant placed a value of \$85,000 cash, and his wife, \$95,000 cash for the property. If any trade were to be considered the price should be \$110,000.

Mr. Heilman endeavored to sell this property to Healy Brothers, and their agent inspected the property and placed thereon a value of \$85,000 cash, or \$110,000 if there was a trade, and they endeavored to effect a trade whereby the Healys were to take over this property in exchange for certain residential property they own on 28th Street. This deal having failed, Mr. Heilman reported to Mr. Wilson that he had no further prospect in view, and Mr. Wilson suggested that if Mr. Rosengrant desired to be relieved of the management of his properties and would accept \$10,000 in cash and \$80,000 in stock of this company, he would recommend that purchase to the board of directors.

Mr. Rosengrant later called at this office in company with some broker, and the matter was then for the first time brought to my attention. They stated that they would be willing to take \$90,000, provided we would pay approximately half of that in cash, and the balance in our securities, and I advised them at that time that I would not recommend any trade to the board of directors, and I felt that that closed the matter. There was no ground for anyone having made such a statement to Colonel Fletcher, and I regret the occurrence.

Yours very truly,

Rosengrant

RLS:AB

February 21st, 1929.

Judge W. A. Sloane
John D. Spreckels Building,
San Diego, California

Dear Judge Sloane:-

Answering yours of February 12th, what will it cost to appeal to the Appellate Court?

Yours very truly,

EF:GMF

February 21st, 1929.

Sloane & Sloane
John B. Spreckels Building
San Diego, California.

Gentlemen:

Answering yours of the 19th re the Fairbanks case,
use your judgment and appeal if you think necessary.

Yours very truly,

MF:GMP

February 23rd,
1929

Edge W. A. Sloane,
J. D. Spreckels Bldg.,
San Diego, Calif.

Dear Judge Sloane:

Enclosed find copy of letter from Assemblyman
Harper.

I thought you might have some bill to introduce
and would like this opportunity.

Yours truly,

EX

February 26, 1929.

Sloane & Sloane,
Mr. Harrison Sloane,
J. D. Spreckels Bldg.,
San Diego, California.

Gentlemen:

Enclosed find Tax delinquency
notice to the San Diego Independent Publishing Co.

Is it necessary to write some
kind of a letter notifying them that we are out
of business?

Yours very truly,

KIM

Sloane & Sloane

Attorneys at Law

Wm. A. Sloane
Harrison G. Sloane

Suite 1230 John D. Spreckels Bldg.
San Diego, California

February 27th, 1929.

Colonel Ed. Fletcher,
1020 Tenth Street,
San Diego, California

Dear Colonel:-

I am just home from the trip
to Sacramento and have to report the
practical unanimity of endorsement of amend-
ment relieving excluded lands of irrigation
districts from assessments and future lia-
bility to the district other than in cases
where a default in the payments of bonds
may make it necessary for the bondholders
to take action to collect moneys due them.

There was some opposition at
first to our proposed amendment, growing
out of a misunderstanding of the present
purposes of Section 84 of the Act, but this
was withdrawn when I was able to make it
clear that this Section was never intended
for any purpose other than the protection
of constitutional rights of bondholders.

Very truly yours,

SLOANE & SLOANE,

By *W. A. Sloane*

WAS/gek

February 28th,
1 9 2 9

Judge W. A. Sloane,
J. D. Spreckels Bldg.,
San Diego, Calif.

My dear Judge Sloane:

Thanks kindly for your letter of the twenty-seventh
and for what you have done.

Yours truly,

EF:AK

March 7, 1929.

Judge W. A. Sloane,
J. D. Spreckels Bldg.,
San Diego, California.

My dear Judge:

Where I am a real estate
broker and I have real estate salesmen working under me,
what is the extent of my responsibility financially and
legally in case of misrepresentation in the sale of
property or in any acceptance of money on deposits.

I desire the above informa-
tion for the reason that I have a number of real estate
salesmen who are licensed under me, and I want to know
what my obligation is in relation thereto.

Another point - we have
always been under the impression that commission paid on
any sale must be paid to the broker under whom the
salesmen is licensed and not to the salesmen direct. Does
all commission paid have to go thru the broker?

Yours very truly,

EF:KLM

Sloane & Sloane

Attorneys at Law

Suite 1230 John D. Spreckels Bldg.

San Diego, California

Wm. A. Sloane
Harrison G. Sloane

March 8th, 1929.

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

Dear Fletcher:

The question has been submitted to me by Mr. William G. Dilts whether or not, under a card or letter-head announcing himself as-

"William G. Dilts,
1018 Ninth Street,

"with Ed. Fletcher Co."
you would be personally liable for any representations appearing under such heading in his advertising announcement.

In our opinion there would be risk of your assuming such liability if the announcements are made with your knowledge or in any way under your actual or presumed authority. The form of the announcement is practically a declaration of association with your company in an agency capacity, and declarations emanating and made with your knowledge might be construed as practically authorized and supported by you. The mere statement that William G. Dilts has offices with you would not suggest such liability, but the explanation "with Ed. Fletcher Company" suggests the relation of principal and agent.

Yours very truly,

SLOANE & SLOANE,

By *W.A. Sloane*

WAS:D

March 11th, 1929.

Judge W. A. Sloane
Sloane & Sloane
John D. Spreckels Building
San Diego, California.

Dear Judge Sloane:

What do you think of this? What is he referring to?

Yours very truly,

EF:GMF
Encl.

March eleventh,
1 9 2 9

Judge W. A. Sloane,
J. D. Spreckels Bldg.,
San Diego, Calif.

Dear Judge Sloane:

If Mr. Dilts prints on his letter heads "Offices with
Ed Fletcher Company" is there any personal liability
on my part?

An early reply from you will be appreciated.

Yours truly,

EF:AK

*Case
56 347
Department*

March 12, 1929.

Mr. Harrison Sloane,
J. D. Spreckels Bldg.,
San Diego, California.

My dear Harrison:

Enclosed find summons
in the case of Hayward Lumber & Investment Co., a corp
vs. H. W. Watson, Homer A. Hansen and wife and myself,
and others. Please protect my interest in this matter.
Read it over and let me know what the situation
is, and let's have a conference immediately, when
you are ready to talk.

Yours very truly,

KLM

March Twelfth,
1929

Judge W. A. Sloane,
J. D. Spreckels Bldg.,
San Diego, Calif.

Dear Judge Sloane:

Enclosed find letter from Mr. McKeehan regarding the
Ingersoll foreclosure.

Please return at your convenience.

Yours truly,

AK

March 12, 1929.

Honorable Crowell D. Eddy,
Member Assembly California,
Legislature,
Sacramento, Calif.

My dear Mr. Eddy:

You have been good enough to
give your attention to the proposed Amendment
of Section 84 of the California Irrigation District
Act as approved by the Meeting of the California
Irrigation District Association in Sacramento.

We have a letter from State Engineer
Hyatt in which he says that his re-action is not
all together favorable to this Amendment, but stated
no reason why it might be deemed objectionable, and
we have written him at some length explaining the
nature and purposes of the Amendment, and trust he
will not oppose its passage. Do you know whether or
not this Amendment has been introduced, as Walter
Wagner suggested to you, in connection with another
bill which he was promoting.

In the interests of justice and
fairness, this Amendment should be passed as Section
84 as it now stands subjecting excluded lands to
assessments to raise the revenues of the District,
is working a great hardship on some land-owners and
creating a good deal of perplexity for the directors
of the districts affected thereby.

Yours very truly,

SLOANE & SLOANE,

WAS:D

By

March 12, 1929.

Honorable Edward Hyatt,
State Engineer,
Dept. of Public Works,
Sacramento, Calif.

Dear Mr Hyatt:

I am in receipt of your letter of recent date, also a copy of your letter to Col. Fletcher relating to the proposed Amendment of Section 84 of the California Irrigation District Act.

You state in your letter to Fletcher that your reaction to the proposed Amendment so far has not been very favorable. You do not indicate what objectionable features you find in it. This proposed Amendment received the unanimous endorsement of the delegates to the Irrigation District Association meeting in Sacramento and has the support of the San Diego County districts - which are confronted with this same problem, and it seems to us that there is a very glaring injustice in Section 84 as it now reads and has been interpreted by some of the Districts and some of the Courts of the State. It has been the contention of our firm, and we now have a suit pending against the Laleza, Lomon Grove Irrigation District based on the interpretation of Section 84, - that even as it reads at present it is only intended for the protection of the rights of bondholders in the event of the necessity of establishing a lien for the collection of bonded indebtedness.

It is quite obvious from the provisions of Section 84 that a release by the bondholders relieves excluded lands from all assessments and that it was not intended that the district should have the right of recourse against excluded lands to help carry on the expenses of the district or to relieve it from any part of the burden of this indebtedness, as the mere consent to exclusion by the bondholders would not in any way lessen the obligation to the bondholders of the district.

The Amendment we have submitted still provides for recourse of the bondholders against those

excluded lands in the event the District defaults in its payments of principal or interest on the bonds. These lands which have been excluded from irrigation districts, have in all cases been let out because it has become apparent that they are not susceptible to irrigation, or for some other reason, indicating that they are not benefited by inclusion in the district; and of course after exclusion they in no way participate in any benefits from the district and it is clearly unfair that they should be assessed further to meet the district's obligations unless in the event of an enforcement of liens arising for the benefit of the district creditors on claims contracted while these lands were still a part of the district. This is particularly true in cases covered by this proposed Amendment where other lands of equal or greater assessable value have been included in the district to take the place of the excluded lands.

As hereinbefore stated, we think this is the just interpretation of Section 84 as it now stands, but the proposed Amendment would remove all uncertainty on this point.

The only question raised on the consideration of this Amendment at the Sacramento meeting of the Irrigation District Association, was as to whether or not it would in any way impair the obligation of the bondholders, and the Amendment as it was confirmed - is in a form adapted to obviate any possible objection on that ground.

I would appreciate it if you would inform me of the grounds of your objections to this Amendment, and hope - upon further consideration, you will see your way to approve its adoption.

Yours very truly,

SLOANE & SLOANE,

WAS:D

By

March 13, 1929.

Mr. Walter D. Wagner, Secy.,
Irrigation District Association,
161 - 21st Street,
Merced, Calif.

Dear Mr. Wagner:

I am in receipt of a brief letter from State Engineer Hyatt relating to the proposed Amendment of Section 84 of the Irrigation District Act, in which he says that the reaction he has obtained so far "has not been favorable". He makes no explanation of the grounds of his objections.

Have just written him quite fully regarding the matter, and hope that he will not interpose any objection to the passage of this Amendment. Assemblyman Eddy of our County, who had an un-used space on the calendar for an additional bill, writes us that you informed him that this Amendment had been incorporated in an amendment to another bill and would be introduced and receive all necessary attention. This is quite satisfactory, but if any objection to its passage is developing, will you kindly inform us of its nature and extent.

Yours very truly,

SLOANE & SLOANE,

WAS:D

By

March Thirteenth,
1929

Judge W. A. Sloane,
J. D. Spreckels Bldg.,
San Diego, Calif.

Dear Judge Sloane:

Enclosed find agreement submitted by the San Diego County Water Company together with a letter from them.

Will you please check over this contract and approve it, and oblige.

Yours truly,

ED FLETCHER COMPANY,

By _____

AK

March Fourteenth,
1 9 2 9

Judge W. A. Sloane,
J. D. Spreckels Bldg.,
San Diego, California.

My dear Judge:

Please get in touch with Mr. Sears of the Southern
Title Company.

Enclosed find copy of letter that is explanatory.

Yours truly,

EF:AK

March 15th, 1929.

Judge W. A. Sloane
Sloane & Sloane
John D. Spreckels Building
San Diego, California.

Dear Judge Sloane:

I am making arrangements with Mrs. C. E. Thompson
who says she has called on you.

I do not want to be responsible for her acts, or
the acts of her agents or representatives, but I
want to accommodate her in every way I can so long
as I am not responsible for any representations
made.

Mrs. Thompson says that it is her understanding
you have authorized the words "Branch Office of
Ed Fletcher Company" to be printed on the windows,
which implies to the world that she is handling my
properties. If this relieves me from responsibility,
this is perfectly satisfactory. If not, the wording
must be changed, in a manner satisfactory.

Please give me a report on this matter.

Yours very truly,

EF:GMF

Sloane & Sloane

Attorneys at Law

Wm. A. Sloane

Harrison G. Sloane

Suite 1230 John D. Spreckels Bldg.

San Diego, California

March 15, 1929.

Col. Ed. Fletcher,
1020 Ninth Street,
San Diego, Calif.

Dear Colonel:

We have, as requested, examined the attached Agreement for settlement of property and water rights between yourself and the San Diego County Water Company and San Diego Water Supply Company in the property involved in the Henshaw Reservoir property covered by the partition suit now pending.

Assuming that all descriptions and locations of real property therein referred to, and statements of fact are correct, the execution of this Agreement will vest in you, as party of the second part, the one-sixth ($1/6$) interest in parcel "C" of the lands described in Exhibit "A" (you already owning five-sixths ($5/6$) thereof); and will vest in the water company your $5/6$ th interest in the parcels A and B of Exhibit "A". In other words, in this settlement you obtain title in fee to all of tract "C", and the other parties title in fee to all of tracts "A" and "B".

You will receive this interest in parcel "C" subject to State and County taxes for 1929-30, now a lien but not payable until October; also subject to easements for the Mesa Grande and Warners Ranch Road, and easement for main public highway as now located on and over said tract.

Your Certificate of Title will not cover any search for "water rights, water contracts, or matters pertaining thereto". However, under the contract Exhibit B, you will be protected against any outstanding water rights or contract inuring to the benefit of the water companies. Your Title will also be subject to "an apparent conflict" existing in the original patent to the rancho and the government survey of the lands "southwesterly line of said rancho". Whether this conflict in boundaries is of any consequence, does not appear.

Col. Ed. Fletcher, (cont.)

The supplementary contract, Exhibit "B", to be executed as part of this Agreement, gives to you the right to develop by pumping or otherwise for the sole purpose of supply, in case of emergency, water for domestic purposes upon your tract "C", - such water as does not originate in the Henshaw Reservoir nor become available by reason of the impounded waters of the Reservoir but which does originate from springs located upon parcels A and B lying above the elevation of 2727 feet sea level - which is alleged to be the elevation of the crest of the spill-way of Henshaw Dam. It is provided, however, that this water may be developed and used by you or your successors only for domestic uses and in cases of emergency after all water resources reasonably and practically available from your own land have been exhausted.

You are limited, to the use and development of springs above the 2727/contour line, and it is provided that in no event shall any wells be sunk to a depth extending below such contour line. Your water right also includes, of course, the right of ingress and egress over the parcels A and B as necessary for the development and use of such water rights at any point above the 2727 ft. contour line.

In the execution of this contract, you assume and agree to pay one-half of the escrow charges; the cost of recording deeds executed to confirm your interests; the cost of guaranty title to the 5/6th interest you are conveying, and the taxes due, owing, and unpaid on such 5/6th interest.

Within the limitations above stated, this contract is in due form and so far as we can see, covers all necessary points for your protection. We would call attention, however, to the provisions of Sub-division "A" of Paragraph VI, which provides as one of the conditions for this settlement becoming effective - that the title guarantee shall show the record title to the lands described in parcels A and B to be vested in the first party free of all encumbrances excepting those noted. You of course have no means of knowing what, if any, additional encumbrances the water companies may have placed upon their interest in this land other than those noted. This limitation, however, does not create any liability for any such encumbrances which may exist-on your part; but if such there are, it might be urged as an obstacle to

3-15-29.

Col. Ed. Fletcher, (cont.)

to closing this Agreement according to its precise terms.

Respectfully submitted.

SLOANE & SLOANE,

WAS:D

By W. A. SLOANE

Notes on Changes in Copy as Submitted to Ed Fletcher.

1. Paragraph III pages 4 and 5 added to take care addn. 32 acres in Ranch. Renumbered subsequent paragraphs accordingly.
2. On Page 2 - top - we added the date that the suit was filed.
3. In new paragraph 7, about two-thirds way down reference to paragraph 4 changed to paragraph 5 on account of renumbering.
4. On page 10 - last paragraph - refers to deeds mentioned in paragraph IV; this IV was inserted instead of III on account of change in paragraph numbers.
5. In first paragraph on page 11 added paragraph III.
6. On same page 11, first paragraph added the words "paragraph II of."
7. Exhibit "A" was completed with descriptions.
8. Exhibit "B" slight change in wording of the reference to the description.
9. Same as note 8 appears on page 2 of Exhibit "B" changed to include Ranch property.

A G R E E M E N T

THIS AGREEMENT, made and entered into as of the _____ day of _____, 1929, by and between SAN DIEGO COUNTY WATER COMPANY, a California corporation, hereinafter sometimes referred to as "First Party", ED FLETCHER, of the City of San Diego, California, hereinafter sometimes referred to as "Second Party", and SAN DIEGO WATER SUPPLY COMPANY (formerly San Dieguito Water Company), a Nevada corporation, hereinafter sometimes referred to as "Third Party",

W I T N E S S E T H:

WHEREAS, that certain real property described in "EXHIBIT A", under the headings "PARCEL A", "PARCEL B" and "PARCEL C", which said "EXHIBIT A" is hereto attached and by this reference made a part of this Agreement, was, prior to the 11th day of January, 1928, owned in fee by the following named parties and in the following proportions, namely: An undivided one-sixth (1/6) interest therein by said San Diego Water Supply Company; an undivided one-third (1/3) interest therein by Wm. G. Kerckhoff Company, a corporation; an undivided one-third (1/3) interest therein by H.W. Keller; and the remaining undivided one-sixth (1/6) interest therein by said Ed Fletcher; and

WHEREAS, on or about the 11th day of January, 1928, said San Diego Water Supply Company executed and delivered to said First Party herein a Deed of Conveyance of the property described in said PARCEL A and PARCEL B of said EXHIBIT A, which Deed was thereafter recorded in the office of the County Recorder of San Diego County, California, and which Deed purported to convey to said First Party herein the whole title to the property described in said Deed and in said PARCEL A and PARCEL B, in fee and in severalty; and

WHEREAS, said San Diego Water Supply Company as Plaintiff, on or about the 11th day of January, and, 1928, filed in the Superior Court of the State of California, in and for the County of San Diego, an action against said Wm. G. Kerckhoff Company and others as Defendants, being Case No. 55611, alleging in its complaint, among other things, that on said 11th day of January, 1928, Plaintiff sold to said San Diego County Water Company said land herein described in said PARCEL A and PARCEL B of EXHIBIT A and that Plaintiff had executed and delivered a Deed of Conveyance therefor, as hereinabove mentioned, also that except as to the land conveyed to said San Diego County Water Company, as aforesaid, Plaintiff is the owner in fee of an undivided one-sixth (1/6) interest in and to all the land described in said EXHIBIT A; and whereas the Plaintiff asked in its complaint, among other things, that a partition of all the property described in EXHIBIT A hereof be ordered to be made, and that the specific tract of land described in Paragraph X of said complaint, being the same land as described in PARCEL A and PARCEL B of said EXHIBIT A hereof, be allotted and set apart in partition to said San Diego County Water Company; and

WHEREAS, the Second Party represents that, since the filing of the complaint in the above mentioned action, he has acquired all the right, title and interest in and to the property described in EXHIBIT A hereof heretofore owned by said Wm. G. Kerckhoff Company and said H.W. Keller; and

WHEREAS, it is the purpose and intention of the parties hereto: (a) to cause said court action to be dismissed, with prejudice to all parties thereto, and (b) voluntarily to partition the whole of the property described in said EXHIBIT A hereof and to segregate all interests therein as hereinafter provided;

NOW, THEREFORE, in consideration of the premises and for

the reasons hereinbefore stated, the parties hereto do hereby agree and covenant that they will execute and deliver to the County of San Diego, in and for the County of San Diego, a grant deed

other valuable considerations moving to each of the parties hereto, receipt whereof is hereby acknowledged, and upon and subject to the terms and conditions hereinafter mentioned, it is covenanted and agreed by and between the parties hereto as follows, to wit:

I.

WHEREAS, various deeds, agreements and instruments will be necessary in order to effectuate the partition of the property and the segregation of interests therein hereinbefore referred to, the parties hereto agree that they will execute or cause to be executed each and every deed, contract or instrument necessary to effectuate the purpose of this contract and that should the signature of any corporation, or third party or parties, to any deed, contract or other instrument be necessary in order to carry out the purposes of this agreement, each of the parties hereto obligated to execute the same, or obligated to cause the same to be executed, hereby covenants and agrees with each other party hereto that such deed, contract or other instrument will be executed by such necessary parties. It is the purpose of the parties that this contract, together with the deeds, contracts and instruments herein referred to, shall be deposited in escrow with the Union Title Insurance Company of San Diego, hereinafter sometimes referred to as "Title Company", and shall be held by such Title Company under the terms hereof until each and every deed, contract or other instrument required by the provisions hereof has been executed in such legal form as is satisfactory to the parties hereto and their attorneys, to the end that when all of said instruments have been delivered to the parties entitled thereto, the above mentioned segregation and partition of said property will be accomplished.

II.

The Third Party agrees to execute and deposit with said Title Company, in escrow under the terms hereof, a grant deed

conveying to the Second Party an undivided one-sixth (1/6) interest in and to the real property described in PARCEL C of said EXHIBIT A, subject, however, to the easements and encumbrances hereinafter specified and agreed to. The Third Party further agrees to cause to be paid, within sixty (60) days from the date hereof, all State and County taxes now due and payable as to an undivided one-sixth interest in all the real property described in said EXHIBIT A.

III.

The Second Party agrees to execute and deposit with said Title Company, in escrow under the terms hereof, a grant deed conveying to the First Party an undivided five-sixths (5/6) interest in and to the real property described in PARCEL A and PARCEL B of said EXHIBIT A, subject, however, to the easements and encumbrances hereinafter specified and agreed to. The Second Party further agrees to cause to be paid, within sixty (60) days from the date hereof, all taxes now due and payable as to an undivided five-sixths (5/6) interest in all the real property described in said EXHIBIT A.

IV.

The First Party and Second Party agree to execute in duplicate and deposit with said Title Company, in escrow under the terms hereof, an agreement with respect to the right of the Second Party, upon certain conditions, to enter upon the lands described in PARCEL A and PARCEL B of said EXHIBIT A for the purpose of obtaining water therefrom, said agreement to be in the same form as "EXHIBIT B" which is hereto attached and by this reference made a part hereof.

V.

The parties hereto agree to deposit with said Title Company, in escrow under the terms hereof, an instrument or instruments sufficient, when and if filed with the clerk of the Court, to effect the dismissal, with prejudice as aforesaid, of the above mentioned

recorded in Book 207, page 177 of Deeds, records of
action heretofore commenced by the Third Party,

San Diego County, said deed being known as Deed No. 207

VI.

and Warner Hager Road as same is shown on Old Survey No.

It is agreed by and between the parties hereto that one
executed copy of this Agreement shall be deposited with said Title
Company, in the above mentioned escrow, and that the escrow instruc-
tions to said Title Company are embodied in the terms and provi-
sions of this Agreement. Said Title Company is hereby authorized
and directed to file the aforesaid dismissal of the Court action,
to deliver to each party to such Agreement a duplicate original of
the Agreement mentioned in Paragraph IV hereof, and to record and
deliver to the respective Grantees therein named the deeds deposit-
ed or caused to be deposited with said escrow holder by the parties
hereto, as hereinbefore provided, when said Title Company can issue
the following:

A. For the First Party, Union Title Insurance Company's
Guarantee of Title (or Continuation Guarantee, if a Guarantee of
Title is furnished by said First Party), in the usual form and with
the Title Company's liability thereunder limited to such amount as
the First Party and the Title Company shall agree upon, showing the
record title to the lands described in PARCEL A and PARCEL B of
EXHIBIT A hereof to be vested in the First Party, subject to the
provisions contained in the Agreement described in said EXHIBIT B,
and otherwise free and clear of all encumbrances except the follow-
ing:

1. State and County taxes for the fiscal year 1929-30,
now a lien, payable in October.
2. An easement for public highway over Lot 4 in Section
14 and the Northeast Quarter of the Northeast Quarter of
Section 23, hereinafter described, as granted May 25, 1896
by Fred Scholder to the County of San Diego, by Deed

recorded in Book 257, page 177 of Deeds, records of San Diego County. Said road being known as Mesa Grande and Warner Ranch Road as same is shown on Old Survey No. 185 on file in the office of the County Surveyor of said San Diego County.

3. An easement for main public highway over and across Lot 1, Section 13, Lots 2, 3, 4, Section 14 and Northeast Quarter of the Northeast Quarter of Section 23, herein-

after described, said highway to be 50 feet wide and 25 feet on each side of a center line commencing at a point

on the South line of said Lot 1, thence running in a Northwesterly direction to a point on the Northeasterly

line of said Lot 2, according to a plan entitled County of San Diego Highway Commission, a portion of the main

public highways, Route No. 18, Division No. 5, between La Jolla Amago and Morretti's as granted by deed from Ed

Fletcher to the County of San Diego, dated September 20, 1912, recorded in Book 505, Page 155 of Deeds.

4. A Trust Indenture, covering that portion of the hereinafter described premises herein vested in San Diego County Water Company, a corporation, executed September 1, 1922, by San Diego County Water Company, a corporation, to Union Bank & Trust Co. of Los Angeles, a corporation, Trustee, to secure a bonded indebtedness of Seventy-five Hundred Thousand Dollars (\$7,500,000.00) recorded in Book 923, Page 153 of Deeds, records of San Diego County.

Reference is hereby made to the record of said Trust Indenture for full particulars.

It is further understood and agreed that said Guarantee of Title may also contain "NOTES" in substantially the following wording:

1. "This Guarantee does not include an examination of, or report on water rights, water contracts, or matters pertaining thereto."

2. "An apparent conflict exists in the description set out in the patent to Rancho Valle de San Jose, recorded in Book 2, page 84 of Patents, the map attached to said patent, and the plat of the Government Survey, of the lands adjoining the Southwesterly line of said Rancho."

B. For the Second Party, Union Title Insurance Company's Guarantee of Title (or Continuation Guarantee, if a Guarantee of Title is furnished by said Second Party), in the usual form and with the Title Company's liability thereunder limited to such amount as the Second Party and the Title Company shall agree upon, showing the record title to the lands described in PARCEL C of EXHIBIT A hereof to be vested in the Second Party, free and clear of all encumbrances except the following:

1. State and County taxes for the fiscal year 1929-30, now a lien, payable in October.

2. An easement for public highway over Lot 4 in Section 14 and the Northeast Quarter of the Northeast Quarter of Section 23, hereinafter described, as granted May 25, 1896 by Fred Scholder to the County of San Diego, by Deed recorded in Book 257, page 177 of Deeds, records of San Diego County. Said road being known as Mesa Grande and Warner Ranch Road as same is shown on Old Survey No. 185 on file in the office of the County Surveyor of said San Diego County.

3. An easement for main public highway over and across Lot 1, Section 13, Lots 2, 3, 4, Section 14 and Northeast Quarter of the Northeast Quarter of Section 23, herein-

after described, said highway to be 50 feet wide and 25 feet on each side of a center line commencing at a point on the South line of said Lot 1, thence running in a North-westerly direction to a point on the Northeasterly line of said Lot 2, according to a plan entitled County of San Diego Highway Commission, a portion of the main public highways, Route No. 18, Division No. 5, between La Jolla Amago and Morretti's as granted by deed from Ed Fletcher to the County of San Diego, dated September 20, 1912, recorded in Book 505, Page 155 of Deeds.

It is further understood and agreed that said Guarantee of Title may also contain "NOTES" in substantially the following wording:

1. "This Guarantee does not include an examination of, or report on water rights, water contracts, or matters pertaining thereto."

2. "An apparent conflict exists in the description set out in the patent to Rancho Valle de San Jose, recorded in Book 2, page 84 of Patents, the map attached to said patent, and the plat of the Government Survey, of the lands adjoining the Southwesterly line of said Rancho."

The parties hereto agree that all instruments called for by the terms of this agreement shall be deposited with said Title Company in escrow within sixty (60) days from date hereof. Time is hereby declared to be of the essence of the provisions of this paragraph.

Whenever a deed is to be executed by a married man as Grantor, pursuant to the terms of this Agreement, said deed shall also be executed and acknowledged by his wife, and whenever a deed or other instrument is to be executed by a corporation, pursuant to the terms of this Agreement, the directors of said corporation shall adopt a resolution authorizing the execution of such deed or other

instrument and there shall be filed in this escrow a certified copy of said resolution with the seal of said corporation affixed thereto.

The First Party agrees to pay the following: (1) One-half of the escrow charges of said Title Company; (2) the fee for recording deed or deeds mentioned in Paragraph III hereof; (3) the cost of the Guarantee of Title (or Continuation Guarantee) covering the property agreed to be conveyed to the First Party pursuant to this contract.

7500/200
ATTEST: The Second Party agrees to pay the following: (1) One-half of the escrow charges of said Title Company; (2) the fee for recording deed or deeds mentioned in Paragraph II hereof; (3) the cost of the Guarantee of Title (or Continuation Guarantee) covering the property agreed to be conveyed to the Second Party pursuant to this contract.

This contract is executed in quadruplicate, one executed copy thereof for each of the parties hereto and the fourth executed copy to be deposited in escrow with said Title Company.

IN WITNESS WHEREOF, the First Party and Third Party have caused their corporate names and seals to be hereunto affixed, by their respective officers thereunto duly authorized, and the Second Party has hereunto subscribed his name as of the day and year first hereinabove written.

SAN DIEGO COUNTY WATER COMPANY

By _____
President
First Party

ATTEST:

Secretary

EXHIBIT A

(Descriptions of Land)

Second Party

SAN DIEGO WATER SUPPLY COMPANY

PARCEL A.

By _____
President

(Here insert description of one portion
of the property lying below the
Highway.)

Third Party

ATTEST:

Secretary

PARCEL B.

(Here insert description of the second
portion of the property lying below the
County Highway.)

PARCEL C.

(Here insert description of the portion
of the property lying above the County
Highway.)

EXHIBIT A

EXHIBIT A

THIS AGREEMENT, made and executed in duplicate this

(Descriptions of Land)

day of _____, 1968, by and between SAN DIEGO COUNTY WATER COMPANY, a California corporation, hereinafter sometimes referred to as "First Party", and ED FLETCHER, of San Diego, California,

hereinafter sometimes referred to as "Second Party".

PARCEL A.

W I T N E S S E T H

(Here insert description of one portion of the property lying below the County Highway.)

WHEREAS certain real property, hereinafter sometimes referred to as the "Shoulder Property", situated in the County of San Diego, State of California, described as follows:

PARCEL B.

(Here insert description of the second portion of the property lying below the County Highway.)

and the Second Party being desirous of obtaining certain rights in connection therewith, as hereinafter set forth;

PARCEL C.

(Here insert description of the portion of the property lying above the County Highway.)

agreed by and between the parties hereto as follows, to-wit:

I.

The First Party hereby consents and agrees that the Second Party shall have the right to develop, by pumping or otherwise and for the sole purpose hereinafter mentioned, such water as does not originate in Hemshaw Reservoir nor become available by reason of the impounding of water in said Reservoir but which does originate from springs independent of said Reservoir, on those portions of said Shoulder Property lying above an elevation of 4727 feet above sea level, according to United States Geological Survey datum, which

EXHIBIT B

THIS AGREEMENT, made and executed in duplicate this _____ day of _____, 1929, by and between SAN DIEGO COUNTY WATER COMPANY, a California corporation, hereinafter sometimes referred to as "First Party", and ED FLETCHER, of San Diego, California, hereinafter sometimes referred to as "Second Party",

W I T N E S S E T H:

WHEREAS, the First Party is the owner of that certain real property, hereinafter sometimes referred to as the "Shoulder Property", situated in the County of San Diego, State of California, described as follows:

(Here insert description as per Parcel A and Parcel B of 3 party agreement);

and the Second Party being desirous of obtaining certain rights in connection therewith, as hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and for other valuable considerations moving to each of the parties hereto; receipt whereof is hereby acknowledged, and upon and subject to the terms and conditions hereinafter mentioned, it is covenanted and agreed by and between the parties hereto as follows, to-wit:

I.

The First Party hereby consents and agrees that the Second Party shall have the right to develop, by pumping or otherwise and for the sole purpose hereinafter mentioned, such water as does not originate in Henshaw Reservoir nor become available by reason of the impounding of water in said Reservoir but which does originate, from springs independent of said Reservoir, on those portions of said Shoulder Property lying above an elevation of 2727 feet above sea level, according to United States Geological Survey datum, which

is the elevation of the crest of the spillway of Henshaw Dam; it being understood and agreed, as a condition subsequent to the rights herein given to the Second Party, that in no event shall the Second Party sink or permit to be sunk any wells on said Shoulder Property to any point below, nor in any manner develop water below, said elevation of 2727 feet above sea level. Any water developed by the Second Party pursuant to the terms of this agreement may be developed and transported for the following purpose and no other, namely: to be used in emergencies for domestic purposes upon that certain real property situated in the County of San Diego, State of California, particularly described as follows:

(Here insert description as per Parcel C of 3 party agreement);

It is further agreed, as a condition precedent to the Second Party's right to develop and/or transport water as aforesaid, that, at the time of any such developing and transporting of water, all water resources reasonably or practicably available from the land last hereinbefore described shall first have been exhausted.

II.

The right of the Second Party to develop and transport water, under the terms hereof, shall be deemed to include the necessary and incidental right of ingress and egress across said Shoulder Property but in no event across any portion thereof lying below said elevation of 2727 feet above sea level, to and from the locations thereon where water is being so developed, and the right to construct, repair and maintain on said property any pipeline necessary for such transportation of water; provided, however, that such pipeline shall be placed and maintained at a depth of not less than eighteen inches below the surface of the ground.

III.

Anything in this agreement appearing to the contrary notwithstanding

withstanding, all rights of the Second Party hereunder are subject at all times to the right of the First Party to maintain Henshaw Reservoir up to its full capacity and to permit such flooding of any portion of said Shoulder Property as may result from the impounding of water in said Reservoir either to its full capacity or to any lesser degree; it being further understood and agreed that the First Party will assume no liability for loss or damage to any water supply, pipe line, materials or other property of the Second Party resulting directly or indirectly from such maintaining of said Henshaw Reservoir or flooding of said Shoulder Property, but that this risk will be assumed by the Second Party. The Second Party further covenants and agrees that his rights under this agreement shall be exercised in such a way that there will be a minimum of interference with the right of the First Party to use said Shoulder Property in any manner not inconsistent with said rights of the Second Party.

IV.

It is further understood and agreed that the First Party shall be at no expense whatever in connection with the operations of the Second Party hereunder, and said Second Party covenants and agrees that he will at all times fully indemnify and save harmless the First Party from and against any and all mechanics' liens and other liens of like nature arising out of any work, labor or operations done or suffered to be done by or material furnished to said Second Party on or about said Shoulder Property. The Second Party further covenants and agrees to indemnify and save harmless the First Party from and against any and all loss, damage, claim, liability, cost or expense resulting directly or indirectly from, or in any manner connected with, the developing and/or transporting of water by the Second Party pursuant to this agreement, or arising out of any failure of the Second Party in any respect to comply with the requirements and provisions of said agreement.

V.

A breach by the Second Party of any of his covenants or obligations herein contained shall, at the option of the First Party, terminate all of the rights of the Second Party hereunder, and a waiver by the First Party of any default on the part of the Second Party shall not constitute nor be considered a waiver of any other or subsequent default as to the same or any other matter.

VI.

It is understood and agreed that the terms and provisions of this agreement shall inure to the benefit of and bind, as the case may require, the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the First Party has caused its corporate name and seal to be hereunto affixed, by its officers thereunto duly authorized, and the Second Party has hereunto subscribed his name as of the day and year first hereinabove written.

SAN DIEGO COUNTY WATER COMPANY

By _____
President
First Party

ATTEST:

Secretary

Second Party

(Acknowledgment to be added)

March Fifteenth,
1 9 2 9

Judge W. A. Sloane,
J. D. Spreckels Bldg.,
San Diego, Calif.

My dear Judge:

Enclosed find copy of telegram I have received from
Mr. Hyatt that is explanatory.

Yours truly,

EF:AK

Sloane & Sloane

Attorneys at Law

Wm. A. Sloane
Harrison G. Sloane

Suite 1230 John D. Spreckels Bldg.
San Diego, California

March 16, 1929.

Col. Ed. Fletcher,
1020 Ninth Street,
San Diego, Calif.

Dear Colonel:

In regard to Mrs. Thompson advertising her place of business as "branch office of Ed Fletcher Company", would state that this would probably construe as holding her out as being connected with your office.

Would suggest a better door sign would be "branch office of Ed Fletcher properties"

This latter would not indicate that you were in any way responsible for her.

Very truly yours,

WAS:D

SLOANE & SLOANE,

By *W. A. Sloane*

Thompson

Judge W. A. Sloane
Sloane & Sloane
John D. Spreckels Building
San Diego, California.

My dear Judge Sloane:

I am attaching letter of March 16th from the Southwest Coast Land Company asking information regarding the suits filed in San Diego County with regard to reduction of taxes for 1927-28.. Will you kindly reply to this letter.

Yours very truly,

EF:GMF
Encl.

Original mailed to Judge Sloane

SOUTHWEST COAST LAND COMPANY
725 Standard Oil Building,
San Francisco, California.

March 16, 1929.

Colonel Ed Fletcher
1020 Ninth Street
San Diego, Calif.

Dear Colonel Fletcher:

Will you kindly let me know the status or outcome of the suits filed in San Diego County looking foward a reduction of the state and county taxes for 1927-28.

Very truly yours,

SOUTHWEST COAST LAND COMPANY

Geo. A. Rose.
Secretary.

GAR

March Eighteenth,
1 9 2 9

Judge W. A. Sloane,
J. D. Spreckels Bldg.,
San Diego, Calif.

My dear Judge:

Enclosed find letter and bill from the State Engineer.

Please return these papers immediately.

Let me know if the bill as amended meets your approval.

Yours truly,

EF:AK

March Twenty-sixth,
1 9 2 9

Judge W. A. Sloane,
J. D. Spreckels Bldg.,
San Diego, Calif.

Dear Judge Sloane:

Enclosed find copy of proposed referendum or advisory vote of the Athletic Club members, the idea being to send out a ballot properly numbered to each voting member.

I wish you would add on Proposition No. 1 the fact of the conflict in the present by-laws, the proper wording showing what the intention was and explain the reason for clarifying the situation, also change or add anything that you suggest and write me a letter with your approval of the referendum ballot as revised by you.

If you can get this to me by next Saturday, I would appreciate it.

Yours truly,

EF:AK
Enc. 1

March Twenty-eighth,
1 9 2 9

Judge W. A. Sloane,
J. D. Spreckels Bldg.,
San Diego, Calif.

My dear Judge:

Thanks kindly for your letter of the twenty-seventh and
the promptness in relation thereto.

Yours very truly,

EF:AK

March Twenty-ninth,
1 9 2 9

Judge W. A. Sloane,
J. D. Spreckels Bldg.,
San Diego, California.

My dear Judge Sloane:

Enclosed herewith find map showing Mt. Helix lands
sold and unsold.

We are not in a position to sell this property for some
time to come. Will you please prepare the necessary
papers to close the streets and lots and throw the
property back into acreage.

I would like to have this done immediately.

I am also submitting to you a map showing the property
we have sold at Grossmont and where it is practical
particularly on the mountain tops and on the eastern
section I would like you to do the same thing, throwing
the Grossmont property back into acreage.

Yours truly,

EF:AK

April Twenty-third,
1 9 2 9

Judge W. A. Sloane,
J. D. Spreckels Bldg.,
San Diego, Calif.

Dear Judge Sloane:

What has become of the suit to get back my money
from the Irrigation District regarding the unjust
taxes of lands excluded?

Where is it today?

Yours truly,

EF:AK

Sloane & Sloane

Attorneys at Law

Wm. A. Sloane
Harrison G. Sloane

Suite 1230 John D. Spreckels Bldg.
San Diego, California

April
Twenty-Fourth
1 9 2 9

Col. Ed Fletcher,
920 Eighth St.,
San Diego, California.

Dear Colonel:

I am just in receipt of the enclosed letter from Assemblyman Eddy, assuring us of the safe passage of our Irrigation District Law amendment.

Referring, also, to your inquiry as to what has become of the suit to get back your money from the Mayfair Irrigation District, - would say that the latter remains in status quo since the ruling of Judge Andrews, sustaining demurrer to our complaint, without leave to amend. No judgment has been entered dismissing our action and until after such judgment, our time for an appeal will not expire.

We thought it best to await the action of the Legislature on this amendment, before deciding whether it was best to take an appeal in that suit.

Very truly yours,

SLOANE & SLOANE,

By W. A. Sloane

WAS.AW
Enclosure.

April Twenty-fifth,
1 9 2 9

Judge W. A. Sloane,
J. D. Spreckels Bldg.,
San Diego, Calif.

Dear Judge Sloane:

Are the former members of the Athletic Club
still responsible for their proportion of the total
indebtedness of the Club?

Those who have resigned, when does their responsibility
cease and what is necessary to be done to hold them
responsible.

Cannot an assessment be made at one time to take
care of all the floating indebtedness of the Club
and don't you think this is the best thing to do
if we fail in getting our memberships?

Yours truly,

EF:AK

May Twenty-fourth,
1 9 2 9

Judge W. A. Sloane,
J. D. Spreckels Bldg.,
San Diego, Calif.

Dear Judge Sloane:

Judge Conkling told me that there was no question
but what the Guyanaca Water Company under its agreement
has a right to collect from the city all its expense
and attorneys fees in connection with the Condemnation
of the El Capitan suit, but he said it would probably
be 60 days.

I wish you would go down or have Harrison go down,
check up with Judge Conkling, find out the number
of the suit, just how or what the status is and
see that my rights are protected so I can put in
my claim for attorneys fees. They amount to \$40,000
or \$50,000.

Conkling said that something had not been handed down
yet, finally, and we could not put in our bill until
that thing was finally settled.

I think that if you will call Judge Conkling over the
phone, get the number of the case and the whole works
and then check up on what he says, but the main thing
is to see that I am not losing out by latch in any way.

Yours very truly,

EF:AK

May Twenty-fifth,
1 9 2 9

Judge W. A. Sloane,
J. D. Sprackels Bldg.,
San Diego, Calif.

My dear Judge:

Answering yours of the twenty-fourth please find out if the final judgment has been entered between the city, Cuyamaca Water Company and the district.

Take this matter up with Judge Conkling and find out just what my rights are.

Your early attention to this matter will be appreciated.

Yours truly,

EF:AK

May 27th, 1929.

Judge W. A. Sloane
John D. Sprackels Building
San Diego, California.

Dear Judge Sloane:

I have been called down by the La Mesa Irrigation District about private boats on the lake. They ordered them all off on the first, but under date of May 25th they have given consent to allow just three of you, Sloane, Stewart and Chandler, to have private boats, but no more to be taken on, the price to be \$25.00 a year.

Enclosed find bill for same.

You understand that you are not to rent the boats out to anyone.

Yours very truly,

EF:GMF
Encl.

June Twenty-sixth,
1 9 2 9

Judge W. A. Sloane,
J. D. Spreckels Bldg.,
San Diego, Calif.

My dear Judge:

As you know for the past year the Tax Factors Corporation have been making a revaluation of the city, state and county tax assessments.

The Board of Supervisors sitting as a Board of Equalization start passing on protests next Monday, the first of July.

During the past year, as the Tax Factors have been working on the assessments, I have gone into the matter of assessments with them and have maintained the attitude that their assessments are too high.

We are now about ready to make protest before the Board of Equalization on certain specific pieces of property but I find that in the contract that the county has with the Tax Factors that the Tax Factors will take up and maintain the complete defense against different parties for reductions and not the assessors office as heretofore.

Has the county the legal right to allow the Tax Factors to do this work - that of the defense against the reduction of assessments which they have arbitrarily passed on our property?

Also, I find in the contract that if a protest to the Tax Factors is made by an individual that the county allows the Tax Factors to charge the individual making the protest with the cost of the resurvey of his property and the property owners must put up cash or a good and sufficient bond before the Tax Factors will go out and make a resurvey and if it is found that the Tax Factors were wrong in their assessment the Tax Factors must stand the cost of the resurvey, but if it is found by the Tax Factors that they have been justified in their revaluation in making the assessment which they have placed on the property

June Twenty-seventh,
1 9 2 9

Judge W. A. Sloane,
J. D. Spreckels Bldg
San Diego, Calif.

Dear Judge Sloane:

Enclosed find letter from the Southwest Coast Land Company which is explanatory. What shall I answer in this matter? Kindly return at your convenience.

Yours truly,

EF:AK

2

then the cost of the resurvey must be born by the property owner and his bond forfeited or cash deposit, whichever ever the case may be.

Has the county the right to place in a privat organization, such as the Tax Factors, the right to charge for this service when heretofore the assessor's office has always taken up the defense for the Supervisors when the protests were made?

I would like an answer to this question from you some time before the middle of next week, if possible.

Yours very truly,

EFjr:AK

July First,
1 9 2 9

Judge W. A. Sloane,
J. D. Spreckels Bldg.,
San Diego, Calif.

Dear Judge Sloane;

Enclosed find letter from F. J. Hansen regarding the
Crescent Community Hospital.

Will you kindly read this over and let me know where
we are in the matter?

Kindly return Mr. Hansen's letter at your convenience.

Yours truly,

AK

July Second,
1 9 2 9

Judge W. A. Sloane
J. D. Spreckels Bldg.,
San Diego, Calif.

My dear Judge Sloane:

Some where in your files you have the address of the
Rincon del Diablo Mining Company.

You wrote them a letter trying to get something out
of them a while back. This is in relation to an
account they owe the Morse Construction Company.

Will you please write them another letter stating that
we have instructed you to take action immediately if
a settlement is not made?

I think their Secretary-Treasurer is some instructor
of music who has his office over at Thearles.

I am sure you have the address in your files.

Sincerely yours,

EFjr:AK

Sloane & Sloane

Attorneys at Law

Wm. A. Sloane
Harrison G. Sloane

Suite 1230 John D. Spreckels Bldg.
San Diego, California

July 2, 1929.

Ed Fletcher, Jr.
1020 - 9th St.
San Diego, Calif.

Dear Fletcher:

Answering your letter of June 26 relating to the functions of the tax factors appointed by the Board of Supervisors of San Diego County to make revaluation of the taxable property in the county, and the duties of the Board of Supervisors as a Board of Equalization, we are of the opinion that the tax factors have no authority in the matter of determining assessment values.

An amendment to the Political Code numbered 4041b was adopted by the legislature in 1919 and the further amendment No. 4041 c was adopted by the legislature in 1921, empowering the Board to appoint tax factors for the purpose of assisting the assessors in arriving at property values. The Supreme Court in the case of Forward vs. County of San Diego, 189 Cal. 704, held that this provision was unconstitutional in that it was in effect a provision for the appointment and payment of officers to assist in the work that was delegated exclusively to the county assessor and had the effect of increasing his compensation during his term of office in violation of the constitution.

The court however in this case held that the Board of Supervisors have a right to employ persons to assist in the performance of duties that devolve upon the supervisors, but there is no authority in the supervisors to authorize anyone to take the place of the assessor and his regularly appointed deputies in fixing assessment values. We are of the opinion however that where appraisers appointed by the Board of Supervisors have investigated

#2

and reported their conclusions as to property values, the assessor would have a right to consult and consider such appraisements in making his assessments, but any arbitrary adoption of the valuations of such appraisers without the exercise of the independent judgment of the regular assessing office is invalid.

There is nothing in the law however which gives any binding effect to the work of these appraisers and it is our opinion that the supervisors cannot turn over to them any part of its duties as a Board of Equalization or require the tax payer to apply to such appraisers for an adjustment of the assessment or revaluation of the property or charge the tax payer with any cost or liability therefor. The matter of equalizing and correcting errors in tax valuations is vested by law exclusively in the Board of Supervisors and they cannot delegate that authority to anyone else.

Respectfully yours,

SLOANE & SLOANE

By *W. A. Sloane*

WAS:M

*Original
1020 - 9th St.
Ed Fletcher*

July Third,
1 9 2 9

Judge W. A. Sloane,
J. D. Spreckels Bldg.,
San Diego, Calif.

Dear Judge Sloane:

Enclosed find agreement that is explanatory.

On page 2, the following clause:

"In the event the said first party does not elect to purchase said improvements then said second party shall have a reasonable time thereafter in which to remove said improvements.

Does this clause not give us the right to give reasonable notice, say six months, now that the lease has expired and let him take off all of his improvements?

Marsh claims that this lease runs on for ever until such time as, by agreement or by arbitration, the improvements are purchased. Our people want to dodge the responsibility of paying for any improvements.

The rental has been ridiculously low. Is it your opinion that we can be stuck for the cost of the improvements either by arbitration or by agreement in order to get possession of the land?

Kindly return agreement at your convenience.

Yours very truly,

EF:AK
Encl. 1

July Fifth,
1 9 2 9

Sloane & Sloane,
J. D. Spreckels Bldg.,
San Diego, Calif.

Gentlemen:

Enclosed find check for \$100. Please charge to the Cuyamaca Water Company and send me a bill for the \$250.

Yours very truly,

EF:AK

Sloane & Sloane

Attorneys at Law

Suite 1230 John D. Spreckels Bldg.
San Diego, California

Wm. A. Sloane
Harrison G. Sloane

July Twelfth
1929

Col. Ed Fletcher
1020 Ninth St.
San Diego, Calif.

Dear Fletcher:

We are returning you herewith form of Right of Way Grant to Pacific Tel. & Tel. Company with some slight amendments which we consider as rendering it unobjectionable.

The form submitted is only a grant for a right of way or easement. It only confers on the company a right to maintain its telephone line over the strip of land designated and would not entitle them to fence it or in any way unnecessarily interfere with your use of the ground for agricultural purposes, and we have amended this clause so that you will retain the right to make use of the strip for any purpose not inconsistent with their use of the right of way, and we have also added a paragraph entitling you to require the shifting of the whole or any part of their equipment at their own cost in such a manner that it may not interfere with any future improvements you wish to make on the property.

We do not however reserve to you the right to require them to remove the line entirely from your premises but only to shift it to meet the necessities of your own improvements.

You did not intend, I imagine, to reserve the right to cancel the right of way entirely so as to require them to remove from your premises.

Respectfully yours,

SLOANE & SLOANE

By *W.A. Sloane*

WAS:M
Enc.

July Twelfth,
1929

Judge W. A. Sloane,
J. D. Spreckels Bldg.,
San Diego, Calif.

Dear Judge Sloane:

Enclosed find copy of letter I wrote the Telephone Company also what they want me to sign.

Please check this thing up carefully. I only want to give an easement.

There is no consideration and I want to be absolutely free to make a move when I subdivide and sell.

Yours very truly,

EF:AK

Sloane & Sloane

Attorneys at Law

Wm. A. Sloane
Harrison G. Sloane

Suite 1230 John D. Spreckels Bldg.
San Diego, California

July
Thirteenth
1929

Col. Ed Fletcher,
1024 9th St.,
San Diego, Calif.

Dear Colonel:

I thought you understood that the Brier matter did involve a court proceeding - in fact, our letter of March 15th advises you of the steps necessary.

What was done was this: A petition for appointment of trustees was filed in the Superior Court. The court made an order prescribing notice to be given by mailing a copy of the order and posting it in three public places. The notice having been given, a hearing was held before Judge Andrews and a court decree was obtained appointing R. E. Hagenbruch and H. R. Moore trustees to act for the Brier Company. Until this was done, there was no Board which could execute the deed for you.

This proceeding was really worth more than a suit to quiet the title, for the reason that it was out of the ordinary and required looking up some law and conferring with the Title Company and with the Trust Department of the Bank. However, as you say the property is of little value, we will make the charge \$50 instead of \$100, as usual for court matters.

I want to point out to you again the inaccuracy of your understanding that our arrangement is that we make no charge for matters which do not get into court. Our retainer covers office consultations and advice, but does not include negotiations with third parties, interviews outside of the office, or preparation of any papers

July 15th, 1929.

Sloane & Sloane
John D. Spreckels Bldg.,
San Diego, California.

My dear Harrison:

I am enclosing check for \$133.00, covering your two invoices of July 9th for salary \$50.00 and July 10th, Appeal, Fairbanks vs Crump, \$83.00.

It is my understanding of our arrangement that where you are not in court, I am not charged and this bill of \$100 regarding the Brier Company matter does not seem right to me. The whole thing is worthless and if you have not had to go into court I do not understand the charge. It was intended to deed me this property in the first place and it is simply a matter of clearing up the title of less than one hundredths of an acre and the consideration to clear this title is nominal.

Yours very truly,

EF:GMF
Encl.

Hagenbruch C. 11/1
See me about this

which require particular investigation or preparation.

We have always tried to be very liberal about this and have let a great many matters go by at times, because there have been other times when your demands on us have not been frequent.

I think neither of us is disposed to encroach upon the other; but whenever you make a written statement which is not just right, you must expect to be penalized by having me "rise to a point of order."

Yours very truly,

SLOANE & SLOANE,

By 

HGS.AW
Enclosure.

July 19, 1929.

Judge W. A. Sloane,
J. D. Spreckels Bldg.,
San Diego, California.

My dear Judge:

Mr. White informed me last year that he had taken up with you the question of the liability of the City of San Diego in the Prentice matter, and that the city was legally bound to do one of two things, in your opinion, i.e. to either pay the \$100,000 balance due on the Prentice sale, or in lieu thereof pay \$64,000 for the cancellation of the option, reserving the water rights, I believe, excepting what we could use for our own deeds, we keeping a deed to the property.

The city has failed to exercise its option and it is about time we were bringing suit for specific performance.

Please let me know just what you recommend in the matter and how to proceed, as I have a one-half interest in this property.

Yours very truly,

EF:KLM

July Nineteenth,
1 9 2 9

Judge W. A. Sloane,
J. D. Spreckels Bldg.,
San Diego, Calif.

Dear Judge Sloane:

Will you please have that judgment entered so that we can appeal at least last year's suit?

Yours truly,

EF:AK

Sloane & Sloane

Attorneys at Law

Suite 1230 John D. Spreckels Bldg.

San Diego, California

Wm. A. Sloane
Harrison G. Sloane

July
Twenty-Fifth
19 29

Col. Ed Fletcher,
1024 Ninth St.,
San Diego, Calif.

Dear Colonel:

I have been busy in court trying a case, and have only now had opportunity to reply to your letter of July 19, relating to the City option on the Prentice land in San Pasqual.

The City of San Diego is bound by the terms of the option contract to either pay the sum of \$99,950.00 unpaid balance of the purchase price agreed upon, or in the event of its failure and refusal to carry out its contract to purchase, to pay to the owners of the land \$62,500.00, as liquidated damages for detriment to their land, which it is agreed would be caused by the building of Sutherland dam.

The period for the option of purchase has already expired and the present owners of the land have a right, if they so desire, to notify the City of the termination of the right to purchase. It probably is not advisable to do this, as you probably would prefer to have them exercise this option to purchase, even though the time limit has expired, particularly in view of the fact that the City will never pay the \$62,500.00 provided for as liquidated damages, without a contest.

As we wrote Mr. White in our opinion of April 6, 1928:

"The agreement is that this \$62,500.00 shall be paid, if the option is not exercised and if the construction of the Sutherland dam is commenced. If the building of the Sutherland dam should be

August Third,
19 29

Judge W. A. Sloane,
J. D. Spreckels Bldg.
San Diego, Calif.

Dear Judge Sloane:

Enclosed find copy of Herald of this week, also copy of my letter to Fox.

The whole thing is an absolute lie. I have refused to loan him money or advertise recently but am satisfied he is being paid by interests that hate me.

This is the worst yet. I would like to know in your opinion what constitutes libel in this article and what you advise.

Yours very truly,

EF:AK

abandoned, there might be a chance for some controversy as to whether the payment of the \$62,500.00 could be enforced, in view of the fact that unless the dam is so constructed as to interfere with the flow of the storm waters, no actual damage would have accrued to the owners. The contract is specific, however, in its agreement to pay the \$62,500.00, irrespective of whether the Sutherland dam is completed or not, and could, perhaps, be enforced."

The defense, however, would be want of consideration for this agreement, if it could be shown that no damage had resulted to the land by virtue of the commencement of the construction of the dam, which has been discontinued and which in no way obstructs or interferes with the water rights on your property.

It might be well, however, to notify the City, in writing, of the time limit of their option, and demand that they either pay the balance due on the agreed purchase price, or pay the \$62,500.00.

Respectfully yours,

SLOANE & SLOANE,

By *W.A. Sloane*

WAS.AW

August Sixth,
1 9 2 9

Judge W. A. Sloane,
J. D. Spreckels Bldg.,
San Diego, Calif.

My dear Judge Sloane:

I have been informed by friends that as the law now stands on the Statute book a party can go to work and take a lot of lumber and goahead and build on my property without my consent and labor liens can be filed against my property also material bills and I will have to pay for it or the lend can be forced, under foreclosure to pay.

If this is the law, please prepare an ammendment to this act and present it before the next session of the legislature, making it an absolute necessity and obligation on the part of the Lumber man or material man to notify, in writing through registered mail, a notice to the owner that he is making these improvements on the property so that I may have an opportunity to put up a notice of non-responsibility and let's see if we can't put this through in the next session of the legislature.

Yours very truly,

EF:AK

Sloane & Sloane

Attorneys at Law

Wm. A. Sloane
Harrison G. Sloane

Suite 1230 John D. Spreckels Bldg.
San Diego, California

August 6, 1929.

Col. Ed Fletcher,
1020 Ninth St.
San Diego, Calif.

Dear Colonel:

I have your letter and copy of the Herald containing Sauer's last eruption. You ask to what extent it is libelous. Nearly every sentence is a criminal libel.

It is high time for the people of San Diego as a community to take some action to suppress this scandalous sheet. It is a disgrace to the city. People who know the man and the paper pay little attention to it. They have become so accustomed to its libelous vilification that they accept it as one does a chronic and incurable disease. But it is different with outsiders and newcomers. What must they think of a community which tolerates such attacks upon moral decency, and public character? So long as such wholesale charges are permitted to go unpunished and unrebuked there are those who will naturally conclude that there must be some foundation in fact. At the same time the individuals who are made the target of this mud slinging hesitate to visit physical violence on this man because of his age and decrepitude, or to go through the humiliation and indignities of a court trial which would seem to give some weight to the charges.

I think your letter to the Community Chest people is all right.

If you were guilty of one hundredth part of the things Sauer has charged you with, you would not be the man to render the public service asked

#2

of you. If the public has confidence enough in you to ask this service it should take some steps to protect you and other victims of the Herald venom from libelous and scurrilous attacks.

Sauer's immunity from punishment has two sources. One is the feeling on the part of the vast majority of people that his utterances are of too little importance to be seriously noticed. The other is that men in position to bring him to the bar of justice do not want, by antagonizing him, to bring upon themselves the flood of personal vituperation that always follows.

The people who know you and who have had extensive dealings with you know how unfounded these charges are. Personally I have been your attorney for the past five years and I can conscientiously say that in all the numerous transactions in which I have represented you there is not an instance in which you have taken an illegal or dishonorable advantage of anyone.

As to the accusations in this last onslaught I am personally familiar with the details of the matters relating to the San Diego Independent, the Kempley-Selleck prosecution, and the Treanor deal, and there is absolutely no basis for any charge of unfairness. And I know enough of the other matters referred to to say that the charges are libelously untrue.

You can make any use you choose of this letter, though it will probably subject me to the venom of Sauer's caustic pen, and we must all admit that he has an uncanny facility for vitriolic language.

I have no special personal ill will toward him, although he has occasionally brought me in with his list of undesirables, but considering the fact that I stand for nearly all the things he most detests, I have fared pretty well.

Very truly yours,

W. A. Sloane

WAS:M

SLOANE & SLOANE
Suite 1230 John D. Spreckels Bldg.,
San Diego, California

August 6, 1929.

Col. Ed Fletcher,
1020 Ninth St.,
San Diego, Calif.

Dear Colonel:

I have your letter and copy of the Herald containing Sauer's last eruption. You ask to what extent it is libelous. Nearly every sentence is a criminal libel.

It is high time for the people of San Diego as a community to take some action to suppress this scandalous sheet. It is a disgrace to the city. People who know the man and the paper pay little attention to it. They have become so accustomed to its libelous vilification that they except it as one does chronic and incurable disease. But it is different with outsiders and newcomers. What must they think of a community which tolerates such attacks upon moral decency, and public character? So long as such wholesale charges are permitted to go unpunished and unrebuked there are those who will naturally conclude that there must be some foundation in fact. At the time the individuals who are made the target of this mud slinging hesitate to visit physical violence of this man because of his age and decrepitude, or to go through the humiliation and indignities of a court trial which would seem to give some weight to the charges.

I think your letter to the Community Chest people is all right.

If you were guilty of one hundredth part of the things Sauer has charged you with, you would not be the man to render the public service asked of you. If the public has confidence enough in you to ask this service it should take some steps to protect you and other victims of the Herald venom from libelous and scurrilous attacks.

Sauer's immunity from punishment has two sources. One is the feeling of the part of the vast majority of people that his utterances are ~~not~~ of too little importance to be seriously noticed. The other is that men in position to bring him to the bar of justice do not want, by antagonizing him, to bring upon themselves the flood of personal vituperation that always follows.

The people who know you and who ~~xxx~~ have had extensive dealings with you know how unfounded these charges are. Personally I have been your attorney for the past five years and I can conscientiously say that in all the

numerous transactions in which I have represented you there is not an instance in which you have taken an illegal or dishonorable advantage of anyone.

As to the accusations in this last onslaught I am personally familiar with the details of the matters relating to the San Diego Independent, the Kempley-Sellect prosecution, and the Treanor deal, and there is absolutely no basis for any charge of unfairness. And I know enough of the other matters referred to to say that the charges are libelously untrue.

You can make any use you choose of this letter, though it will probably subject me to the venom of Sahr's caustic pen, and we must all admit that he has an uncanny facility for vitriolic language.

I have no special personal ill will toward him, although he has occasionally brought me in with his list of undesirables, but considering the fact that I stand for nearly all the things he most detests, I have fared pretty well.

COPY
Very truly yours
W. A. SLOANE

WAS:M

PULLED by Sept 11, 1927
LETTER RE A. J. (H.C.?)

SMITH RE OUT.

SEE SMITH

August 27, 1929.

Judge W. A. Sloane,
J. D. Spreckels Bldg.,
San Diego, California.

My dear Judge:

Regarding that suit against the La Mesa Irrigation District for a refund of money paid in the assessments on land that had been excluded, will you please let me know by return mail just where we are at. My understanding is that you are to appeal this with a more than even show of getting our money back.

May I hear from you as to the status of the matter at the present time.

Yours very truly,

EF:KLM

September Thirtieth,
1 9 2 9

Judge W. A. Sloane,
J. D. Spreckels Bldg.,
San Diego, Calif.

My dear Judge:

Mr. Engler of the First National Bank stopped me in the lobby today and asked to to speak to you relative to Fred H. Dye, 6911 La Jolla Boulevard, La Jolla, California.

He has, for the past two years, been a lobby watchman for the First National Bank and is at the present time.

He is a retired navy man owning his home in La Jolla and he is desirous of obtaining an appointment of bailiff in your court.

If you and the other judges have not already committed yourselves or made the appointment, Mr. Engler and myself will appreciate any consideration you can show Mr. Dye as your bailiff.

Sincerely yours,

EF:AK

November 8, 1929.

Judge W. A. Sloane,
Bank of Italy Bldg.,
San Diego, Calif.

My dear Judge:

I am ready to deed you the 52/100ths
of an acre of land at Cuyamaca, either to you or Harry,
without charge, whenever either you or Harry are
prepared to build a cottage, the exterior to be approved
by me.

The land is to be used for residential
purposes only, reserving a right of way for road purposes
along the Ditch line.

Take this matter up with me at your
convenience, please.

Yours very truly,

WAS:KEM

W. A. SLOANE
PRESIDING JUSTICE



CHAMBERS OF
District Court of Appeal
FOURTH APPELLATE DISTRICT
SAN BERNARDINO, CALIFORNIA

Nov. 13, 1929.

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

My dear Fletcher:

Your letter of November 8th was forwarded to me from San
Diego, in which you state that you are ready to execute a deed
to the strip of land we have heretofore discussed, adjoining
Stewart's place at Cuyamaca, whenever we are prepared to build
an approved cottage on the premises. I do not know the exact
dimensions of the strip, but it has been understood that it was
to extend from the northwest corner of Stewart's land to the
dyke on the west, and from said starting point to the south on
the dyke, reserving right of way for a road along the dyke. This
constitutes a triangular piece of ground on the hillside, sloping
to the west.

As I have heretofore stated, Colonel, I do not look on
this parcel of Cuyamaca scenery and climate exactly as a gift,
or I wouldn't question your limitations and conditions. I have
it laid up against you as a sort of recognition of my services
in the Sauer libel prosecutions, for which I never charged you.
I did a lot of investigating and advising with the district at-
torney's office in that matter, and finally negotiated a settle-
ment with Curtis Hillyer, Sauer's attorney, whereby we obtained
Sauer's retraction of the charges implicating you in bad faith
with the Murray Estate, the Trainer-Henshaw matters, and others,
and whereby he publicly admitted that he was a reckless liar.

To be sure he has gone ahead and repeatedly libeled you
in subsequent matters, but his admissions that these former
charges were made without foundation in fact, has forever des-
troyed any confidence of his readers in anything he says against
you, or anyone else for that matter.

If Curtis Hillyer or Crouch or any other lawyer of pro-
fessional standing had been representing you, a cash stipend
would have gone on his books for not less than a thousand dol-
lars.

What I have done in this matter, and in any other defense
I have made of your fairness and integrity as a business-man

FRESNO, JANUARY 1 TO APRIL 30
SAN DIEGO, MAY 1 TO AUGUST 31
SAN BERNARDINO, SEPT. 1 TO DEC. 31

#2. E. F.

has arisen from my association with you as a friend and your personal attorney through many years, and has not been for a money consideration, but on the confidence and knowledge acquired through a long period of intimate association. So I do not want to put it on a business basis now.

When I get back to San Diego and can induce my wife to sell her investment at Kentwood, it will be one of my first desires to put up a creditable lodge or cabin at Cuyamaca if I have a building site there, for the use of myself and my children and their families, but I can not say now just when this will be.

I leave the matter in your hands to do what you think is fair. I feel under much personal obligation to you, not only for your own legal business which I feel has been charged for by our firm at a very modest rate, but also for the business you have thrown our way out of pure friendship, and which has been very acceptable; and particularly for the confidence which you have shown in continuing Harry in your legal services, a confidence which I feel sure will result to your advantage as well as his.

I have no strings on you in this particular lot matter. This letter is written more in recognition of our long intimate and friendly association.

I want in this connection to congratulate you on the successful outcome of your leadership with the late Community Chest Campaign. Your choice for this work, as well as its accomplishment, is a testimonial of public confidence in your character and administrative ability, which Sauer and the Herald are so pitiably inadequate to besmirch. For some reason he has never turned his mud batteries on me very virulently, but if I am up for re-election next fall I shall probably be in for it.

With best regards to your family and office force, I remain,

Very truly yours,

W. A. Sloane

WAS/Mc.

November Sixteenth,
1 9 2 9

Judge W. A. Sloane,
District Court of Appeal,
Fourth Appellate District,
San Bernardino, California.

My dear Judge:

I acknowledge receipt of yours of the thirteenth and glad to hear from you again.

It is my recollection that I made you the offer of deeding you a lot and building site at Cuyamaca conditional upon your building a house. My offer still holds good.

Please let me know who you want the property deeded to and I will deed it subject to the usual conditions that I am deeding other property.

I appreciate the many courtesies that I have received at your hands and it is a pleasure to give you this lot.

I think you and I should go down and see Curtis Hillyer again and have him get Sauer to retract about a dozen libels.

I hope you like your new work.

With kindest personal regards,

Sincerely yours,

EF:AK

W. A. SLOANE
PRESIDING JUSTICE



CHAMBERS OF
District Court of Appeal
FOURTH APPELLATE DISTRICT
SAN BERNARDINO, CALIFORNIA

Nov. 23, 1929.

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

Dear Colonel:

Yours of the 16th, making conveyance of Cuyamaca lot conditional on building a house thereon in the near future received some days ago.

As stated in my former letter, I do not look upon this lot proposition as a gratuity, and in any event, there is no use considering, either for myself or Harry, the building of a house in the near future. I do not know what Harry may be able to do, but while I remain on the bench and away from San Diego eight months of the year, I could make little use of it. I think, however, your restriction on the properties for residential purposes entirely proper.

As the matter stands just forget about it. There is no reason why you should make me a present of a building site. I have received much consideration from you in other ways, and if I have rendered services as an equivalent of the value of the lot in question, there is no reason why I should not make that a present to you in a spirit of reciprocation for other favors received. I do not want the generosity to be all on your side.

Expect to be in San Diego again soon, and to see you all. Hope the Athletic Club plans for financial rehabilitation are progressing.

Very truly yours,

WAS/Mc.

FRESNO, JANUARY 1 TO APRIL 30
SAN DIEGO, MAY 1 TO AUGUST 31
SAN BERNARDINO, SEPT. 1 TO DEC. 31

Form 1206 A

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

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

LOUIS W. MYERS CHIEF JUSTICE SUPREME COURT
STATE BUILDING
SAN FRANCISCO CALIF

(COPY)

IN ACTION TO DETERMINE VALIDITY OF BONDS OF THE LA MESA LEMON GROVE AND SPRING VALLEY IRRIGATION DISTRICT S F NO 11502 WE UNDERSTAND THE ORDER OF SUBMISSION HAS BEEN MADE CAN PREFERENCE BE GIVEN IN EXPEDITING PREPARATION OF OPINION AND DECISION IT IS MATTER OF GREAT PUBLIC IMPORTANCE AS YOU KNOW SAN DIEGO WATER LITIGATION IS IN VERY CRITICAL STATE AND ELEMENT OF TIME IS VITAL TO INTERESTS OF DISTRICT IN SALE OF BONDS

W. A. SLOANE

Judge W. A. Sloane
Bank of Italy Building
San Diego, California.

My dear Judge Sloane:

Answering yours of the 23rd, you must have misinterpreted my letter because I intended to let you know that I was glad to deed the property irrespective of your erecting a building at the present time.

You have paid me many times over.

Wishing you the compliments of the Season, I am

Very sincerely yours,

EF:GMF

Ed Fletcher Papers

1870-1955

MSS.81

Box: 25 Folder: 26

General Correspondence - Sloane, William A.



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