

HARRISON G. SLOANE
ATTORNEY AT LAW
803 WATTS BUILDING
SAN DIEGO, CALIFORNIA

November 13, 1917.

Col. Ed. Fletcher,
920- 8th St.
City.

Dear Colonel Fletcher:

Mr. Healion wishes to have a surveyor determine the line bounding his property which we are taking in the condemnation suit. He suggests that your own Engineer accompany his surveyor.

This seems to me desirable inasmuch as we will then have the line definitely established in one place only so that stakes may be set and there/ ^{will} be no chance for future disagreement.

Kindly let me know if you are willing to do this and I will inform Mr. Healion.

Yours very truly,

Harrison G. Sloane

HGS-FD

HARRISON G. SLOANE
ATTORNEY AT LAW
803 WATTS BUILDING
SAN DIEGO, CALIFORNIA

December 1, 1917.

Col. Ed. Fletcher,
920- 8th St.
City.

Dear Col. Fletcher:

I have just had a talk with Davin about the Healion case. He is not very strong for an appeal evidently. It seems that Healion wants to keep a strip averaging about nine feet along the Southeast side of Parcel 1, that is, along the hedge by the side of the house.

I cannot see that this strip is of any special value to you and if Healion wants it we might use it to knock out any chance of an appeal. Whenever the money is available I believe that Healion would accept it and waive all rights to an appeal if you would deed to him this narrow strip. Davin did not request this but approached me on the proposition of selling it back to Healion, but I think it would be more profitable to us to use it to dispose of the appeal.

Yours very truly,

Harrison G. Sloane

HGS-FD

P. S. Davin has since stated that Healion is much excited over the tearing down of the fence. I would suggest that the money due him be deposited as soon as possible.

January 22, 1918.

Mr. Harrison G. Sloane,
Watts Building,
San Diego, Cal.

Dear Sir:-

We received by messenger your letter to Mr. Fletcher, dated Jan. 22, in which you state you enclose the certified and recorded copy of the final order of the Healion condemnation suit, but we find this copy was not enclosed. We are holding your letter for Mr. Fletcher's return unless we get in touch with him before he leaves Los Angeles, but we are notifying you that this copy was not received so that you can look it up if it was mislaid.

Yours very truly,

HP-LK

HARRISON G. SLOANE
ATTORNEY AT LAW
803 WATTS BUILDING
SAN DIEGO, CALIFORNIA

January 22, 1918.

Ed. Fletcher,

920- 8th St.

City.

MURRAY AND FLETCHER vs. HEALION.

Dear Col. Fletcher:

Enclosed is a certified and recorded copy of the final order of condemnation. This should be preserved the same as you would keep an original recorded grant deed. The court made its order a week or so ago authorizing you to take complete possession of the premises so Healion has no further legal right on the property affected.

I have with-held my bill in the matter until the time for appeal has passed. It is now too late for them to take an appeal so the judgment may be considered as final and the matter closed.

If you are to be in the East for any length of time I would appreciate your making some arrangement for payment of the bill before you leave.

Yours very truly,

Harrison G. Sloane

HGS-FD

HARRISON G. SLOANE
ATTORNEY AT LAW
803 WATTS BUILDING
SAN DIEGO, CALIFORNIA

February 4, 1918.

Lou B. Mathews,
920- 8th Street,
City.

Dear Mr. Mathews:

The deed to be signed by Mr. Healion was drawn up and put in Davin's hands about a week ago. I gave to him Saturday the map and also the description of the portion to be dedicated as a road.

Mr. Davin admits that there is no reason why Mr. Healion should not execute the deed which he now holds ready for signature, but he states that Healion insists upon having the road formally dedicated, before he will execute the deed. We have got the County Surveyor and the Supervisors working on this matter already, but it will require the signature of Mr. Fletcher before the road can be finally laid out, and will probably be delayed by postponement of the other parties.

The final order of the court in the condemnation suit has however been recorded in the recorder's office and is of much more value than a deed as for protecting the rights of Murray, Healion and Fletcher. Therefore, the only matter which is really delayed is the formal conveyance of the additional strips adjoining Parcel 1, which Mr. Bartle has acquired.

Yours very truly,

Harrison G. Sloane

HGS-FD

HARRISON G. SLOANE
ATTORNEY AT LAW
803 WATTS BUILDING
SAN DIEGO, CALIFORNIA

January Seventh,
1919.

Col. Ed. Fletcher,
City.

Dear Col. Fletcher:

The case of De Waard Vs. Cameron and Fletcher and your cross-complaint against the Holland Construction Company has been set for trial January 21st. 1919 at ten o'clock A.M. before Judge Marsh.

I have notified Cameron to have his witnesses ready. We ought to have, also, Mr. Ream, and your surveyor who has made the plat of the ground partially cleared, etc.

Very truly yours,

Harrison G. Sloane

HGS-LA

JAN 8 1919

HARRISON G. SLOANE
ATTORNEY AT LAW
SUITE 903 WATTS BUILDING
FIFTH AND E STREETS

TELEPHONES { HOME 2011
MAIN 611

SAN DIEGO, CALIFORNIA. January 24th. 1919.

Col. Ed. Fletcher,
920 Eighth Street,
City.

Dear Col. Fletcher:

We got through most of the trial of the case of Holland Construction Company Vs. Cameron and Fletcher. I think our side of the case is all presented in good shape, except for the matter of showing the personal liability of the stockholders, in case we get a judgment. The matter is held over until February 17th. to allow the Holland Construction Company to produce the books of the Corporation, which should show this. However, it may not, and in that case we ought to have a banker's statement of the report which Holland Construction Company has given as to such matters. Cameron thought that you would be able to obtain this.

The Judge said that he did not know which way to decide the case without hearing argument; but I am satisfied that we have knocked them out of any chance to collect for the clearing which they claim to have done. I can see no reason why he should not give us a judgment on our counterclaim for substantial damages. However, you never can tell. My greatest fear is, however, that the Company is insolvent, and unless we can show how much stock each of the stockholders own, we will not be able to collect. The Court has ordered them to produce the books, but it is essential that we get all the information we can from the outside.

Two of the witnesses, Heffley and Stevens who came in from Del Mar made some talk before the trial about requiring a subpoena and payment of witness fees and mileage. I persuaded them to let this go for the present, but they are looking to you and Cameron for what they could legally have collected, namely, three dollars and eighty cents (\$3.80) each.

Very truly yours,

Harrison G. Sloan

HARRISON G. SLOANE
ATTORNEY AT LAW
903 WATTS BUILDING
SAN DIEGO, CALIFORNIA

February 11th. 1919.

Col. Ed. Fletcher,
City.

Dear Col. Fletcher:

Our case against the Holland Construction Company, which was partially tried some weeks ago, will be concluded next Monday. As I informed you before, we ought to have some information as to the amount of stock held by stockholders in the Holland Construction Company, and we will, of course, need it Monday, if it is available at all.

On April 14th. 1918, the Holland Construction Company carried an account with the First National Bank of this City. It is quite possible that this Bank had, at that time, a statement of the affairs of the Company, and you might influence them to allow us to use it.

Very truly yours,

HGS-LA

Harrison G. Sloan

Many ask Gurnis of Bank
I gave you statement
I gave to Sloan

FEB 11 1919

JAN 24 1919

11-11-11

Copy

Dear Col. Fletcher:

The Holland Construction Company's suit against us was concluded yesterday, and the Court gave judgment in our favor as against their claim for money due and in their favor as against our claim for damages.

The Court fully sustained our interpretation of the contract and held that the Holland Construction Company had not "cleared the land of all brush" which would interfere with the plowing, and consequently when the Holland Construction Company received the three hundred dollars which was paid to them November 3rd. they got all that was then actually due, and having done no work since, can recover no more than they have received. This was all right enough.

However, the Court got very badly off on our Cross-complaint. We established every point necessary to make out case and show damages for the amount claimed in the complaint, all of which the Court conceded; but in arriving at his conclusion he went off at a tangent, something like this: Holland Construction Company actually did work for which they received three hundred dollars; at the reasonable value shown for such clearing at thirty-five dollars per acre, it would have cost Fletcher and Cameron \$1470.00. The Holland Construction Company has, therefore, by losing on their complaint, been penalized to the extent of over a thousand dollars. It being reasonably worth twenty-five dollars an acre to clear the land, and that being approximately what Cameron and Fletcher expended after Holland Construction Company quit, they have not really lost anything and further, they got their land plowed ready for harrowing without any additional labor above the process they took in clearing.

The Court, of course, had no right to consider these things at all, except perhaps some reduction for the plowing, I cannot think of any justifiable reason for his overlooking the plain law on this question, and I am satisfied that on an appeal we would receive judgment for \$3500.00 or so damages, as we proved them absolutely. However, for the reason hereafter stated, I doubt whether an appeal would be worth while; but I am preparing papers to raise the question before him again, and shall attempt to get him to correct his own judgment.

As a matter of fact, in denying their complaint, we got about all the practical advantage that we could have received from a full judgment in our favor on the cross-complaint. I got hold of the books of the Corporation, and found that it is practically insolvent, and that any judgment obtained against the Company would not be paid. The only stockholders on which we had service, had only 1/23 share of the stock, so that we would have had personal judgment amounting only to one hundred and fifty dollars. I do not know whether we could have collected that or not, but at any rate that is about the amount of our loss occasioned by not getting judgment on our cross-complaint. I am very sore about the principal of the thing, though, and shall put in more work trying to get Marsh to reverse himself, if possible.

The Holland Construction Company is ordered to pay all of our Court costs in the case.

I had prepared previously, a complaint against the Holland Construction Company on the grocery account due to Del Mar Mercantile Company; but on finding that the Company could not pay a judgment, I withheld the filing of it. I do not like to see you ever sink the Court costs in that case, so will not file the papers unless I am instructed further to do so.

Very truly yours,

Harrison G. Sloane

HGS:LA

February 19, 1919.

Mr. Harrison G. Sloane,
Watts Bldg.,
San Diego, California.

My dear Mr. Sloane:

Answering yours of the 18th will say it looked very much as if the decision was purely a compromise agreement and the question of law did not enter into it.

I do not suppose there is any use in throwing good money after bad and you might as well call everything off but if you can get a judgment against Holland, let us have it any how.

Yours very truly,

F-F

HARRISON G. SLOANE
ATTORNEY AT LAW
803 WATTS BUILDING
SAN DIEGO, CALIFORNIA

March 5th. 1919.

Col. Ed. Fletcher,
920 Eighth Street,
City.

Dear Col. Fletcher:

Judge Marsh gave judgment
in our favor on three different grounds.

Very truly yours,

HGS-LS

Harrison G. Sloane

April 28, 1919

Mr. Harrison G. Sloane,
San Diego, Calif.

My dear Mr. Sloane:

We rented from the Holland Construction Co. or from L. deWaard, whoever that is, a concrete mixer. We are thinking of transferring our judgment against DeWaard to the Cuyamaca Water Company so as to protect ourselves.

Will you explain this matter to Cameron and say that there is no way in which the Cuyamaca Water Company can collect this account except by our judgment, etc.?

Yours very truly,

EF/bm

Copy for Col. Fletcher

February 27, 1926.

Messrs. Wright & McKee,
Attorneys at law,
Southern Title Bldg.,
San Diego, Calif.

Gentlemen:

We are enclosing herewith a copy, so far as it is material, of the agreement made between Henshaw and Fletcher in 1923. You will note therefrom that the Linda Vista certificates were to come to Mr. Fletcher, and he has in fact been dealing with them since that date.

However, we find that there has been no evidence of transfer placed of record, and in order to fulfill the agreement of 1923 something of that nature should be executed at this time.

We do not know the condition of the estate of William G. Henshaw. If there has been any distribution under an omnibus clause we suppose that such distributee would be the one to make a quit-claim to Fletcher. If the estate is still under administration probably the executor should make an application and get an order under Section 1597, Code of Civil Procedure.

We are enclosing our suggestion of form for quit-claim deed, which we wish you would take up with the proper persons and have executed.

Yours very truly,

SLOANE & SLOANE, ✓

By H. G. Sloane

HGS:AP

Copy for Colonel Fletcher

March 15, 1926.

Secretary of State,
Sacramento, Calif.

Dear Sir:

On February 24th we mailed to your office original certificate and copy thereof, for diminution of the capital stock of Guyanaca Water Company.

As we have not received the certified copy asked for, nor had an acknowledgment of our remittance, we are writing to inquire whether this reached you safely.

Yours very truly,

SLOANE & SLOANE,

By H. G. Sloane

HGS:AP

[SLOANE, HARRISON G.]

Wm. A. Sloane
Harrison G. Sloane

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

March 19, 1926.

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

Dear Colonel:

Some deputy in the Secretary of State's office has held up our certificate in the Cuyamaca Water Company matter because of a foolish notion that the stockholders cannot consent to decrease the capital stock until they have had written notice mailed to them, giving them the opportunity to make such written consent. It is a ridiculous interpretation of the statute, but fortunately it will not take much time to comply with his ideas. We have therefore given copies of the resolution to the secretary to mail, and she can now sign the affidavit of mailing notice, and the three of you can again sign the certificate.

Please, therefore, have Ed Fletcher sign above the line "president", Mary E. Fletcher sign above the line "secretary", and both of you and Mary C. B. Fletcher sign above the Board of Directors. Ed Fletcher and Mary E. Fletcher should also make the affidavit on the last sheet before a notary.

If you will send the certificate so completed right over to us, we will send it up again and ought to get action on it within the next day or two.

Yours very truly,

SLOANE & SLOANE,

By *H. G. Sloane*

HGS:AP

(Sign)

Order Appointing Time for Hearing and Prescribing Notice.

IN THE SUPERIOR COURT OF THE STATE of California, in and for the City and County of San Francisco.—Dept. No. 10.

In the Matter of the Estate of WILLIAM G. HENSHAW, Deceased.—No. 38603.

Ed Fletcher having filed his verified petition setting forth a contract in writing by said decedent, from which petition and contract it appears that said decedent is bound to convey certain real property in the County of San Diego, State of California, and interests therein to said petitioner; said petitioner praying for a decree authorizing and directing the executor of said decedent to convey and transfer the same to him;

It is hereby ordered, that **THURSDAY, the 7th day of October, 1926**, at 10 o'clock a. m., in the courtroom of said Superior Court, in Department No. 10 thereof, be and it is hereby fixed as the time and place for the hearing of such petition; It is further ordered, that notice of such hearing be given by serving a copy of said petition and of this order on the executor of said decedent, and that the same be published by printing a copy of this order at least once a week for four successive weeks before such hearing, in a newspaper of general circulation in said City and County, to-wit, "The Recorder."

Dated this 2nd day of September, 1926.

DANIEL C. DEASY,

Judge of the Superior Court.

Endorsed: Filed Sept. 2, 1926. H. I. MULCHENY, Clerk. By A. E. LEVINSON, Deputy Clerk.

SLOANE & SLOANE, Attorneys for Petitioner, Watts Building, San Diego, California.

Sept 3-5F

(Copy for Col. Fletcher)

September 7, 1926.

Messrs. Chickering & Gregory,
Attorneys at law,
Merchants Exchange Bldg.,
San Francisco, Calif.

Gentlemen: Re: William C. Henshaw-Ed Fletcher
Contracts.

Pursuant to our previous correspondence in this matter, we have filed a formal petition as a basis for completion of the conveyance to Ed Fletcher of Linda Vista Irrigation District lands and certificates.

We do not understand that the executor asserts any claim in this connection and we are hoping to procure the order with as little effort as will satisfy the judge before whom it comes. If you will indicate to us how much of a showing you will require for your own satisfaction and how much further the habits of your probate judge are likely to carry the inquiry, we will try to produce whatever is necessary. In our court a very brief showing, acquiesced in by the executor, would be sufficient, and we do not want to put Mr. Fletcher to the expense of going to San Francisco unless it cannot be avoided.

We have drafted the enclosed quit-claim as a form of conveyance to be used in closing up this matter. It is quite possible that some improvement will occur to you, so we are submitting it to you at this time, with the request that you give us any suggestions you have as to form.

Yours very truly,

SLOANE & SLOANE,

By H. G. Sloane

HGS:AP
Enc. 1.

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

No. 49577

C.L.HOTCHKISS,

Plaintiff

- vs -

L.S.BATCHELDER, LYDIA M.BELL, JOHN N.BROWN, also known as John M. Brown, SOPHIA BROWN, the CALIFORNIA EUCALYPTUS TIMBER COMPANY, a foreign corporation, JAMES W.CLARKE, CORCORAN IRRIGATION DISTRICT, CLYDE EDDIE, FIRST TRUST AND SAVINGS BANK OF SAN DIEGO, a corporation, HENRY B.GRIFFIN, LAURA A.GRIFFIN, A.E.HACKETT, EULAH B.HAYWOOD, OLTMAN HILBER, also known as Oltman Hilbers, HOMELAND RECLAMATION DISTRICT No. 780, IMPERIAL IRRIGATION DISTRICT, A.V.JONES, as trustee appointed in proceeding No. 17080 of Superior Court of Tulare County A.MacDOUGALD, MARY A.MARFY, MAURICE E.MIZE, MATTIE J.MOODY; MAMIE LEE MORAN, sometimes known as "Eulah L.Haywood", OSCAR E.OLSON, A.J.PICKRELL, PIONEER LAND COMPANY, a corporation, BESS A.RAY, H.R. RAY, also known as Harry R.Ray, ESTELLA ROSE, H.R.ROY, SAN DIEGO TRUST AND SAVINGS BANK, a corporation, formerly San Diego Savings Bank, SECURITY TRUST AND SAVINGS BANK, a corporation, as Guardian of the estate of Mattie J.Moody, incompetent, MARTIN SMITH, SOUTHERN TITLE AND TRUST COMPANY, a corporation, formerly Southern Title Guaranty Company, H.B.STEWART, ANNA E.STRAUHAL, SUN-MAID RAISIN GROWERS OF CALIFORNIA, a co-operative association, TULARE MERCANTILE COMPANY, a corporation, U.L.VORIS, A.B.WADE, J.S.WEBB, ELIZA WELLS, FRED M. WELLS, M.V.WEST, EVERETT A.YORK and JOHN C.YORK,

Also the following persons, to-wit:

C.E.BOOGE, F.K.HAINES, ROBERT HALE, GEORGE HANNA, A.G.HERRON, J.JEPSON, M.R.KING, R.B.LANE, R.V.MILNER, F.P.NEWMPORT, W.C.PATTERSON, A.J.PICKRELL, A.H.POTTER, H.J.WHITLEY and O.J.WIGDAHL, as trustees for the stockholders and creditors of Security Land & Loan Company, a dissolved corporation;

Also the following persons, to-wit:

H.B.CORNELL, W.R.FLINT, E.J.KEYES, H.E.LYON, E.W.MILLER, J.H.SCHENCK, W.C.SHELDON, as trustees for the stockholders and creditors of Bankers Bond and Mortgage Company, a dissolved corporation.

And also JOHN DOES NUMBERS ONE TO TEN, inclusive, and all the joint tenants and tenants in common, and all persons having or claiming any interest in, or lien or liens of record, by mortgage, judgment or otherwise, upon the property hereinbelow described or interest therein, and all persons unknown who have or claim any share or interest in said property,

Defendants.

COMPLAINT - action for partition

Plaintiff alleges and complains as follows:

1.

This action is brought for the partition of all the following described real property in the County of San Diego, State of California, bounded, known and described as follows:

1
2
3 Fractional Block Two hundred ninety-one (291) of BOONE BROS.
4 ADDITION, according to Map thereof No.465, filed in the office
5 of the Recorder of said County, January 26th, 1888;
6
7 Lot Twenty (20) in Block Four (4) of CABLE LINE ADDITION, ac-
8 cording to Map thereof No.399, filed in the office of the Re-
9 corder of said County, November 7th, 1887;
10
11 Lot Forty-five (45) in Block Seven (7) and Lots Fifteen (15)
12 Sixteen (16) and Thirty-seven (37) in Block Thirteen (13) of
13 FIFTH STREET ADDITION, according to Map thereof No.577, filed
14 in the office of the Recorder of said County, January 10th, 1889;
15
16 South twenty-five (25') feet of the Easterly one hundred (100')
17 feet of the Westerly two hundred (200') feet of Block Three (3)
18 of FIRST STREET ADDITION, according to Map thereof No.896, filed
19 in the office of the Recorder of said County, May 14th, 1903;
20
21 Lot Twenty-nine (29) in Block Three (3) and Lot Eight (8) in
22 Block Four (4) of MISSION BAY HEIGHTS, according to Map thereof
23 No.914, filed in the office of the Recorder of said County,
24 July 13th, 1904;
25
26 Lots Twenty-four (24) and Twenty-five (25) in Block Fifty-two
27 (52); Lots Five (5) and Six (6) in Block Sixty-eight (68) and
28 Lot Two (2) in Block One hundred-seventeen (117) of MORENA,
29 according to Map thereof No.809, filed in the office of the
30 Recorder of said County, January 2nd, 1896;
31
32 Lot Thirty-four (34) in Block "B" of PACIFIC VIEW, according
33 to Map thereof No.1497 filed in the office of the Recorder of
said County November 15th, 1912;

Lots Twenty-seven (27) and Twenty-eight (28) in Block "B" of
TURNER & BARR'S SUBDIVISION OF SOUTH ORCHARD TRACT, according
to Map thereof No. 912, filed in the office of the Recorder of
said County June 21st, 1904;

also all that real property in the County of Imperial, State of
California, known and described as follows, to-wit:

Lot Thirty (30) in Block One hundred ten (110) of BRAWLEY TOWN-
SITE, as per map thereof filed in the office of the County Re-
corder, of San Diego County, being Map No.920, a copy of which is
on file in the office of the County Recorder of Imperial County,
California;

Tract Sixty-six (66) in Township Thirteen (13) South, Ranges
Thirteen (13) and Fourteen (14) East, S.B.M. as per Map of the
re-survey approved May 2nd, 1913, and filed in the United States
Land Office at Los Angeles, California;

Tract ninety-seven (97) in Township Thirteen (13) South, Range
Thirteen (13) East, S.B.M. as per Map of the re-survey, approved
May 2, 1913, and filed in the United States Land Office at Los
Angeles, California;

also all that real property in the County of Kern, State of California known and described as follows, to-wit:

North-west quarter (NW $\frac{1}{4}$) of the South-east quarter (SE $\frac{1}{4}$) of the North-west quarter (NW $\frac{1}{4}$) of Section Twenty-nine (29), Township Twenty-nine (29) South, Range Twenty-three (23) East M.D.B. & M.

Lot One hundred eight (108) of SEVENTH HOME EXTENSION COLONY according to map recorded in the office of the recorder of said Kern County;

North half (N.1/2) of the North-east quarter (NE $\frac{1}{4}$) of the North-east quarter (NE $\frac{1}{4}$) of Section Ten (10) in Township Twenty-five (25) South, Range Nineteen (19) East, M.D.B. & M.

West half (W.1/2) of the North-west quarter (NW $\frac{1}{4}$) of the North-east quarter (NE $\frac{1}{4}$) and Lots One (1) and Two (2) of the North-west quarter (NW $\frac{1}{4}$) of Section Thirteen (13) Township Twenty-eight (28) South, Range Nineteen (19) East, M.D.B. & M.

Also all that real property in Kings County, State of California, known and described as follows, to-wit:

The Northwest quarter of the Northeast quarter (being also described as Lot One) of Section Six (6) in Township Twenty-four (24) South, Range Twenty-two (22) East, Mount Diablo Base and Meridian;

The Northeast quarter of the Northwest quarter of Section Twenty-two (22) in Township Twenty-one (21) South, Range Twenty-two (22) East, Mount Diablo Base and Meridian, except any part thereof included in public roads.

The Southwest quarter of the Northwest quarter of Section Twenty-five (25) in Township Twenty-one (21) South, Range Twenty-two (22) East, Mount Diablo Base and Meridian;

The South-west quarter of the Southwest quarter of Section Thirty-four (34) in Township Twenty-three (23) South, Range Twenty-two (22) East, Mount Diablo Base and Meridian;

also all that real property in the County of Tulare, State of California, known and described as follows, to-wit:

Lot "L" of the Subdivision of Lot Seventy-eight (78) of PIONEER LAND COMPANY'S SECOND SUBDIVISION, as per Map recorded in Book 5 page 28 of Maps, in the office of the County Recorder of said County, together with the West ten (10) feet of Grand Avenue, adjoining said property on the East, as vacated and abandoned by an order of the Board of Supervisors, dated March 5, 1914, recorded in Book 6, page 461 of Miscellaneous Records;

Lots Nine (9) to Twenty (20) inclusive; Lots Fifty-three (53) to Sixty-eight (68) inclusive; Lots Ninety-three (93) to One hundred (100) inclusive; Lots One hundred seventeen (117) to One hundred twenty-four (124) inclusive; Lots One hundred thirty-five (135) to One hundred forty-eight (148) inclusive; Lots One hundred fifty (150) to One hundred fifty-six (156) inclusive, except South two-fifths (2/5ths) of Lot One hundred fifty-two (152); Lots One hundred sixty-five (165) to One hundred seventy (170) inclusive; and the North one-fifth (1/5th) of the North one-half (1/2) of Lot One hundred ninety-six (196) all of FIXLEY TRACT No.1, of the California Eucalyptus

1
2
3 Timber Co. as per Map recorded in Book 8, page 52 of Maps in the
4 office of the County Recorder of said County; and of the State of
5 Missouri and has its principal place of business in Kansas City,
6 Missouri. Said corporation formerly qualified to transact intra-
7 state business within the State of California, but forfeited its
8 Plaintiff is the owner of an undivided one-half (1/2) interest
9 in and to all of the property hereinabove described.

10
11 Defendants Imperial Irrigation and Colorado Irrigation
12 district, are both irrigation districts organized and existing under
13 Plaintiff alleges that defendant, Lydia M. Bell, is the owner of
14 an undivided one-half (1/2) interest in and to all of said real
15 property; and that there are no valid outstanding liens of record
16 against said land, or any portion thereof, other than tax liens.

17 IV.

18
19 Defendants, First Trust and Savings Bank, Pioneer Land Company,
20 Plaintiff is ignorant of the names of the defendants sued herein
21 as John Does Numbers One to Ten; wherefore said defendants are
22 designated by said fictitious names, and upon discovery of said de-
23 fendants' true names, plaintiff will request the amendment of all
24 proceedings in this action by substituting the true names of said
25 defendants herein.

26
27 Plaintiff alleges upon information and belief that each and
28 all of the persons hereinabove named as defendants, other than said
29 Lydia M. Bell, and also some other persons to plaintiff unknown, claim
30 Security Land & Loan Company, was formerly a corporation,
31 organized and existing under and by virtue of the laws of the State
32 of California, but said corporation was dissolved by decree of the
33 Superior Court of the State of California, in and for the County of
34 Los Angeles, which decree was signed on April 29th, 1921, and en-
35 tered on May 4th, 1921, and a certified copy of which was filed in
36 the office of the Secretary of State of California on May 9th, 1921.
37 The directors of said corporation at the time of said dissolution
38 were appointed by said decree as trustees for the stockholders and
39 creditors of said corporation, and were stated in the petition for
40 said dissolution and found by said decree to be the following per-
41 sons: C.E. Boog, F.K. Haines, Robert Hale, George Hanna, A.G. Herron,
42 J. Johnson, M.R. King, R.B. Lane, R.V. Miller, F.P. Newport, W.C. Peterson,
43 A.J. Pickrell, A.H. Potter, H.J. Whitley and O.J. Wigdahl, all of whom
44 are sued herein in their capacity as such trustees for the stock-
45 holders and creditors of said dissolved corporation.

46
47 Bankers Bond and Mortgage Company, was formerly a corporation
48 organized and existing under and by virtue of the laws of the State
49 of California, but said corporation was dissolved by decree of the
50 Superior Court of the State of California, in and for the County of
51 Los Angeles, which decree was dated December 27th, 1921, and a cer-
52 tified copy of which was filed in the office of the Secretary of
53 State of California on March 20th, 1922. Said Superior Court fur-
54 ther determined the identity of the Directors of said corporation
55 at the time of its said dissolution, and by its decree appointed
56 said Directors as trustees for the stockholders and creditors of
57 said dissolved corporation. The petition for said dissolution and
58 for the determination of the identity of the trustees of said dis-
59 solved corporation, and the decrees of said Court based thereon,
60 state that said Directors were the following persons: H.B. Cornell,
61 W.R. Flint, E.J. Hayes, H.E. Lyon, E.W. Miller, J.H. Schenck and W.C.
62 Burton, and said persons are sued herein as trustees for the stock-
63 holders and creditors of said dissolved corporation.

1
2 California Eucalyptus Timber Company, is a corporation, organ-
3 ized and existing under and by virtue of the laws of the State of
4 Missouri and has its principal place of business in Kansas City,
5 Missouri. Said corporation formerly qualified to transact intra-
6 state business within the State of California, but forfeited its
7 right to transact business within the State of California on March 3,
8 1917, for failure to pay its corporation license tax.

9 Defendants Imperial Irrigation District and Corcoran Irrigation
10 District, are both irrigation districts organized and existing under
11 and by virtue of the laws of the State of California.

12 Defendant Homeland Reclamation District No. 780, is a reclamation
13 District, organized and existing under and by virtue of the laws of
14 the State of California.

15 Defendants, First Trust and Savings Bank, Pioneer Land Company,
16 San Diego Trust and Savings Bank, Security Trust and Savings Bank,
17 and Tulare Mercantile Company, are all corporations organized and
18 existing under and by virtue of the laws of the State of California.

19
20 VI.

21 Plaintiff alleges upon information and belief that each and
22 all of the persons hereinabove named as defendants, other than said
23 Lydia M. Bell, and also some other persons to plaintiff unknown, claim
24 or appear to have or claim some right, title, share, interest, lien
25 or claim of some nature in, on, to or against said real property, or
26 some portion or portions thereof, adversely to plaintiff and to said
27 Lydia M. Bell; that the exact nature and extent of such claims and
28 pretensions of said defendants and unknown persons are unknown to
29 plaintiff so that he is unable to set them out herein with more par-
30 ticularity; but that such claims, of whatsoever nature the same may
31 be, are without legal foundation or right as against plaintiff or
32 his co-owner herein; plaintiff does not know or have any information
33 as to the name, identity, or address of any person, other than those
hereinabove specifically named, who has or claims any right, title,
interest, estate, lien or claim of whatsoever nature, in, on, or to
said property, or any part thereof.

34 VII.

35 Plaintiff alleges that it would be beneficial to all parties
36 having any right, title, share or interest in or to said property,
37 or any part thereof, that partition of said property should be made
38 in accordance with the rights of the respective parties herein, and
39 that their respective titles should be finally adjudicated by this
40 Court;

41 WHEREFORE PLAINTIFF PRAYS: the decree of this Court, that plain-
42 tiff is the owner, in possession, and entitled to the possession of
43 an undivided one-half interest in and to all of said property; de-
44 termining the ownership of the other half interest therein; quieting
45 title as against all other persons in favor of plaintiff and such co-
46 owner; decreeing partition; and for a final decree thereafter, con-
47 firming such partition; for such other and further relief as may be
48 meet in the premises, including taxation and apportionment of costs
49 between such persons as may be determined to have interests in said
50 property; and costs as against all other persons who answer this
51 petition, other than by disclaimer, as to all property involved.

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Attorney for plaintiff

STATE OF CALIFORNIA)

COUNTY OF SAN DIEGO):SS

C.L.HOTCHKISS, being first duly sworn, says:

I am the plaintiff in the above entitled action; that I have read the foregoing complaint and know the contents thereof and the same is true of my own knowledge, except as to those matters which are therein stated as on information or belief, and as to those matters that I believe it to be true;

Subscribed and sworn to before me
this 25th day of September, 1926.

HERBERT C. KELLY (Seal)

C.L.HOTCHKISS

Notary Public in and for the County
of San Diego, State of California.

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

No. 49577

C.L.HOTCHKISS,

Plaintiff,

-vs-

L.S.BATCHELDER, et al.

Defendants.

SUMMONS

Action brought in the Superior Court of the State of California, in and for the County of San Diego, and the Complaint filed in the said County of San Diego in the office of the Clerk of the Superior Court.

The People of the State of California send Greetings to: L.S. Batchelder, Lydia M.Bell, John N.Brown, also known as John M.Brown, Sophia Brown, the California Eucalyptus Timber Company, a foreign corporation, James W.Clarke, Corcoran Irrigation District, Clyde Eddie, First Trust and Savings Bank of San Diego, a corporation, Henry B.Griffin, Laura A.Griffin, A.E.Hackett, Eulah L.Haywood, Oltman Hilber, also known as Oltman Hilbers, Homeland Reclamation District No.780, Imperial Irrigation District, A.V.Jones, as trustees appointed in proceeding No.17080 of Superior Court of Tulare County A. MacDougald, Mary A.Maxey, Maurice E.Mize, Mattie J.Moody, Marie Lee Moran, sometimes known as "Eulah L.Haywood," Oscar E.Olson, A.J.Pickrell, Pioneer Land Company, a corporation, Bess A.Ray, H.R. Ray, also known as Harry R.Ray, Estella Rose, H.R.Roy, San Diego Trust and Savings Bank, a corporation; formerly San Diego Savings Bank, Security Trust and Savings Bank, a corporation, As guardian of the estate of Mattie J.Moody, incompetent, Martin Smith, Southern Title and Trust Company, a corporation; formerly Southern Title Guaranty Company, H.B.Stewart, Anna E.Strauhel, Sun-Maid Raisin Growers of California, a co-operative association, Tulare Mercantile Company, a corporation, U.L.Varis, A.B.Wade, J.S.Webb, Eliza Wells, Fred M.Wells, M.V.West, Everett A.York and John C.York; ALSO the following persons, to-wit: C.E.Boog, F.K.Haines, Robert Hale, George Hanna, A.G.Herron, J.Jepson, M.R.King, R.B.Lane, R.V.Milner,

1
2 F.P.Newport, W.C.Patterson, A.J.Pickrell, A.H.Potter, H.J.Whitley,
3 and O.J.Wigdahl. as trustees for the stockholders and creditors
4 of Security Land & Loan Company, a dissolved corporation; Also the
5 following persons, to-wit: H.B.Cornell, W.R.Flint, E.J.Keyes, H.E.
6 Lyon, E.W.Miller, H.H. Schenck, W.C.Shelton as trustees for the stock-
7 holders and creditors of Bankers Bond and Mortgage Company, a dis-
8 solved corporation; and Also JOHN DOES NUMBERS ONE TO TEN, inclusive,
9 and all the joint tenants and tenants in common, and all persons
10 having or claiming any interest in, or lien or liens of record, by
11 mortgage, judgment or otherwise, upon the property hereinbelow des-
12 cribed or interest therein, and all persons unknown who have or
claim any share or interest in said property, Defendants:

You are hereby directed to appear and answer to a complaint in
an action entitled as above, brought against you in the Superior
Court of the County of San Diego, State of California, within ten
days after the service on you of this Summons - if served within
this County, or within thirty days if served elsewhere;

Said action is brought to obtain the partition among the parties
entitled thereto of the real property in the County of San Diego
State of California, described in the complaint herein, to-wit:

Fractional Blk 291 of Boone Bros. Addition;
Lot 20, in Block 4 of Cable Line Addition;
Lot 45 in Blk 7, and Lots 15, 16 and 37 in Blk 13 of Fifth Street
Addition;
S.25 ft. of E.100 ft. of W.200 ft. of Blk 3 of First Street
Addition;
L.29 in Blk 3 and L.8 in Blk 4 of Mission Bay Heights;
L. 24 & 25 in Blk 52; Lots 5 & 6 in Blk 68; and Lot 2 in Blk 117
of Morena;
L.34 in Blk "B" of Pacific View;
L.27 & 28 in Blk "B" of Turner & Barr's Subdivision of South
Orchard Tract;

Also all that real property in the County of Imperial, State of
California, known and described as follows, to-wit:

Lot 30 in Blk 110 of Brawley Townsite;
Tract 66 in Twp. 13 S. Rges 13 & 14 E. S.B.M.
Tract 97 in Twp. 13 S. Rge 13 E. S.B.M.

Also all that real property in the County of Kern, State of California
known and described as follows, to-wit:

N.W. $\frac{1}{4}$ of S.E. $\frac{1}{4}$ of N.W. $\frac{1}{4}$ of Section 29, Twp. 29 S. Rge 23 E. M.D.B. &
Lot 108 of Seventh Home Extension Colony;
N. $\frac{1}{2}$ of N.E. $\frac{1}{4}$ of N.E. $\frac{1}{4}$ of Section 10, in Twp. 25 S. Rge 19 E.
M.D.B. & M.
W. $\frac{1}{2}$ of N.W. $\frac{1}{4}$ of N.E. $\frac{1}{4}$ and Lots 1 & 2 of the N.W. $\frac{1}{4}$ of Section 15,
Twp. 28 S. Rge 19 E. M.D.B. & M.

also all that real property in Kings County, State of California,
known and described as follows, to-wit:

N.E. $\frac{1}{4}$ of N.E. $\frac{1}{4}$ (being also described as Lot 1) of Section 6,
in Twp. 24 S. Rge 22 E. M.D.B. & M.

N.E. $\frac{1}{4}$ of N.W. $\frac{1}{4}$ of Section 22, in Twp. 21 S. Rge 22 E. M.D.B. & M.
S.W. $\frac{1}{4}$ of N.W. $\frac{1}{4}$ of Section 25 in Twp. 21 S. Rge 22 E. M.D.B. & M.
S.W. $\frac{1}{4}$ of S.W. $\frac{1}{4}$ of Section 34, in Twp. 23 S. Rge 22 E. M.D.B. & M.

also all that real property in the County of Tulare, State of Cali-
fornia, known and described as follows, to-wit:

Lot "L" of the Subdivision of Lot 78 of Pioneer Land Company's
Second Subdivision; together with the W. 10 ft. of Grand Ave.
adjoining said property on the East, as vacated and abandoned by
an order of the Board of Supervisors, dated March 3, 1914, re-
corded in Book 6, page 461 of Miscellaneous Records;

1
2
3 Lots 9 to 20 incl.; 53 to 68 incl; 93 to 100 incl; 117 to 124
4 incl; 135 to 148 incl; 150 to 156; except S.2/5ths of L.152;
5 Lots 165 to 170 incl; and N.1/5th of N.1/2 of Lot 196 all of
Pixley Tract No.1 of the California Eucalyptus Timber Co.

6 And you are hereby notified that unless you appear and answer
7 as above required, the said plaintiff will take judgment for any
8 money or damages demanded in the complaint as arising upon contract
9 or he will apply to the Court for any other relief demanded in the
10 complaint.

11 Given under my hand and the Seal of the Superior Court of the
12 County of San Diego, State of California, this 28th day of September
13 1926.

14 J.B. McLEES, County Clerk

15 (SEAL)

16 By L.L.BAILEY

17 Deputy Clerk.

No. 49577

Dept.

IN THE
Superior Court
OF THE
COUNTY OF SAN DIEGO
STATE OF CALIFORNIA

C. L. HOTCHKISS

Plaintiff

vs.

L. S. BATCHELDER, et al.

Defendant

B

COPY OF COMPLAINT AND SUM-
MONS - action for partition

Received copy of the within

this day of 192

Attorney for

HERBERT C. KELLY
ATTORNEY AT LAW
SOUTHERN TITLE BUILDING
SAN DIEGO, CALIFORNIA

Attorney for plaintiff

Miss Fletcher has copy
of deed from Ed & T
Mary C B & Mary J White
3/24/1926 - to District
Jmt Helen
Laker

Wm. A. Sloane
Harrison G. Sloane

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

November 9, 1926.

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

Dear Colonel:

We have examined the proposed right
of way agreement to La Mesa, Lemon Grove &
Spring Valley Irrigation District, which seems
to be in regular form.

It might be left without any specifi-
cation as to width of the right of way, in
which case the legal effect would be to cover
so much ground as is reasonably necessary for
the purposes specified. The advantage of
having a definite number of feet named is to
avoid any stretching of this width above a fixed
point. Twenty-five feet would seem ample, so
we cannot see any great risk that you would run
in cutting out the words "twenty-five feet in
width". If they would stand for putting it in
at fifteen feet you would be that much safer,
and inasmuch as the excavation is already done
that ought to suffice for their future needs.

Yours very truly,

SLOANE & SLOANE,

By *H.G. Sloane*

HGS:AP

Wm. A. Sloane
Harrison G. Sloane

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

December 11th, 1928

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

Dear Ed:-

Here is another \$250.00 I have
collected for you as Executor.

This goes to the Teresa Carreno
Tagliapietra Estate and constitutes the
\$250.00 deposit which your father has
made on account of the purchase price
of real estate.

Kindly pay out of this the en-
closed bills; Thomas O'Hallaran, \$6.00,
and The Daily Transcript, \$10.50.

Very truly yours,

SLOANE & SLOANE,

By *H.G. Sloane*

HGS/gek *OK 12/17*

Enc: Two Statements,
One Check

February 5th, 1929.

Mr. Harrison G. Sloane
Sloane & Sloane
John D. Spreckels Building,
San Diego, California.

My dear Harry:

Your father says you are the only one who knows about
the suit by the Bank of Solana Beach against Martha
Flagg, endorsed by Charles Champagne, for \$485.00.

Please let me know how far you have gone in this matter.

Yours very truly,

EF:GMF

February 6, 1929.

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

Gentlemen:

Enclosed find
check for \$75.50 for commissioners charges as
requested in your letter of Feb. 5th, re:
Ingersoll matter.

Yours truly,

KLM

Wm. A. Sloane
Harrison G. Sloane

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

93045

February 5th, 1929

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

Dear Colonel:-

May vs. Ingersoll; this suit was brought to foreclose a mortgage given as security for a \$900.00 note of Donald C. Ingersoll and Wife. The judgment included Attorneys fees and interest, bringing it up to \$1124.38. Costs of suit and the sale brought the figure up to \$1256.47.

The foreclosure sale was held this morning and I bid the property in for K. L. May for the sum of \$1256.47. Either Ingersoll or First National Bank of Oceanside or a number of other subsequent lien holders have the right to redeem from us at any time within one year by paying the above amount plus interest at the rate of twelve per cent per annum. The Bank's attorney stated this morning that the Bank would probably redeem, which would mean that you would probably get your money out of this property, but they can take their time to do it if they want to.

Novotny, who has the biggest interest in this property at the present time, has given notice of an appeal and there are a number of points in the case which give him some grounds for complaint. He has contested the case at every point and the fact that there are so many other defendants complicates all of the issues.

We think however, that our judgment is good and it ought to stand in the face of an appeal.

The commissioners charges are \$73.50. This is higher than usual because of the fact that he had to publish the notice in the Oceanside Newspaper and a mistake was made and it had to be done over again. As it stands at the present time however, this is at the expense of the other side and if a redemption is made this amount and the proceeding costs will be refunded to you.

February 5th, 1929

To Colonel Ed. Fletcher,

Second page:

Will you please make your check for \$73.50 to Harry J. Place. For a bond we will obtain the certificate of sale for you.

Very truly yours,

SLOANE & SLOANE,

By *H. G. Sloane*

HGS/gek

Sloane & Sloane

Attorneys at Law

Wm. A. Sloane
Harrison G. Sloane

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

February 19th, 1929

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

Dear Colonel:-

We are just in receipt of a written decision from Judge Marsh in the Fairbanks case, who holds that the lien claimants are entitled to come in ahead of the bank's claim which means that the bank will get little or nothing.

Although we have been afraid of some of the points in this case, we do not see any justification at all for the decision and the attorney for Douglas Fairbanks is as much surprised as anybody. If we cannot get Marsh to correct himself before the judgment is finally entered up, we had better appeal as there is plenty of perfectly good money at stake and the chances are better than even in our favor.

Judge Sloane has looked over the briefs in the matter and the Judge's decision and cannot offer any explanation of the conclusion arrived at by Judge Marsh.

We are sorry that we could not have had a decision in the lower court, although in that event, there would have been an appeal undoubtedly by the other side, so that no money would have changed hands for a considerable time to come.

Very truly yours,

SLOANE & SLOANE,

By *H. G. Sloane*

HGS/gek

Rebch first,
1 9 2 9

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

My dear Mr. Sloane:

Enclosed find letter regarding Ingersoll. How
come? Please return at your convenience.

Yours truly,

Wm. A. Sloane
Harrison G. Sloane

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

March 5, 1929.

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

In re: MAY vs. INGERSOLL

Dear Colonel:

There is nothing startling in the enclosed letter. The situation is simply as we have already explained it to you except that Notice of Appeal has actually been served by Novotny.

We obtained judgment for foreclosure of the mortgage, and commissioner's sale was advertised and held and you bid in the property for the amount of your claim. Novotny did not put up a stay bond so the sale is good regardless of how his Appeal comes out; but if he wins the Appeal, he can hold you to account for the property or any money that you get out of it in the meantime.

It will be impossible to get the Appeal disposed of during the year for redemption, so that somebody is going to get a deed for this property in about eleven months. We do not believe that the bank will let you take this deed, but they will come in at the last minute and redeem. However, there is no way of forcing them to do this at the present time if they do not wish to do so. You should merely regard it as an investment drawing interest at 1% per month, and forget about it.

We cannot dismiss the subject so easily ourselves as we will have to prepare briefs in support of our judgment, and the questions to be raised are knotty.

Yours very truly,

SLOANE & SLOANE,

encl.
HGS:D

By

H. G. Sloane

HOME OWNED
HOME MANAGED



MEMBER OF FEDERAL
RESERVE SYSTEM

QUEENSBIDE, CALIFORNIA

ADDRESS ALL CORRESPONDENCE TO THE BANK

February 28th, 1929

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

Dear Colonel: RE: Ingersoll

Answering your letter of the 26th, my understanding of your foreclosure is that there is some question as to the validity of your judgment and foreclosure proceedings and unless you will in some way protect us against any loss in connection with the purchase of your interest we are not inclined to give the matter consideration at this time.

My understanding is that the case is now under appeal and it will be several months before it will be definitely known just what your standing is.

It is, of course, possible that the writer is mistaken in his understanding in this matter and if so would be glad to hear from you further.

Yours very truly,

G. L. McKeehan
GEO. L. MCKEEHAN,
President.

GLM:D

March 12, 1929.

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

My dear Harrison:

I have been subpoenaed
on March 19, 1929 in the case of United Press Association
vs San Diego Independent Publishing Company. Please
get in touch with me about this.

Yours very truly,

KIM

Sloane & Sloane

Attorneys at Law

Wm. A. Sloane
Harrison G. Sloane

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

March 15, 1929.

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

Dear Colonel:

We have conferred with Mr. Sears
respecting the strip along the road in Brier
Tract. It is our understanding that you wish
us to take such proceedings as are necessary
to clear this title. The first thing we will
need is an accurate description of the strip
of land in question. Will you kindly have
your engineer prepare it and send the same to
us.

At present you do not seem to have
any title at all and the only person capable
of passing any title is A. J. Brier who refuses
to function. The actual title stands in three
trustees, Robert E. Brier, Francis C. Brier
and A. J. Brier. The two former are dead and
it will be necessary to appoint successors in
their place. Southern Trust & Commerce Bank is
agent for the interests of these two deceased
brothers, and Sears is under the impression that
the bank will allow such trustees to make you a
quit claim deed for a nominal consideration.

It will be necessary to go to court
to secure the appointment of these trustees and
it may be necessary to file another separate
suit to quiet title against A. J. Brier, so you
can see there is considerable red tape to
unwind.

[Orig. Qued w/
Shropshire W.B.
March 19, 1929]
CSM

Shropshire

2-10-29

✓ E. J. Brier - 1020 - 9th St.

3-15-29

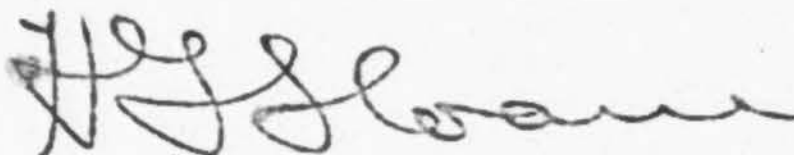
The description as we have it roughly is a portion of Lot 6, Blk. 17, Township 16 S. Range 1 West, lying between the present state highway and the southerly line of the former state highway. This should be made more definite however.

Yours very truly,

SLOANE & SLOANE

HGS:M

By



March 19, 1929.

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

My dear Harry:

Enclosed find copy of letter and telegram of January 30, 1928, also letter of January 31st, 1928 to me, all of which are explanatory. It seems Judge Sloane handled this whole matter.

Yours very truly,

EF:KLM

Div VII - S.D., Route 12, Sec A



PHONE 2171
FRANKLIN 2171



H. O. WHITFIELD

ASSISTANT
DISTRICT MANAGER
RICHFIELD OIL COMPANY

1302 CROSBY STREET
SAN DIEGO, CALIF.

March 23, 1929.

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

My dear Harrison:

Miss May will explain to you these
assessments of the Municipal Bond Company.

In every case, while these roads may
be private roads, the fact is they have been used for 15
years as public roads, and I do not own any property on
either side thereof, abutting onto these so-called
private roads, neither have I paid taxes on this property
for years. Am checking this up with my sister.

Can the Municipal Bond Company legally
sell this property and close up these roads and force us
by blackmail to pay this money?

What has actually happened is this — I have
sold all of these properties reserving for road purposes the
easterly portion, 20 feet on either side for road purposes,
and these deeds are of record, or under contract.

Please go into this matter immediately
as we have got to give a final decision by April 3d.

Yours very truly,

Sloane & Sloane

Attorneys at Law

Wm. A. Sloane
Harrison G. Sloane

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

March 28th, 1929.

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

Re: Busch Lease.

Dear Colonel:

We have examined the Consent to Sub-
Lease which C.J. Busch and Richfield Oil Company
require you to execute. We cannot see that this
affects you particularly, and if you have no
objection to the maintenance of a public oil and
gas service station.

We do not know what the term of your
Lease is with Busch, but your approval of the Consent
would probably serve as an extension to May 31st, 1933.

This Consent does not create any contract
between you and Richfield Oil Company and does not
make them your agent in any respect. It simply assures
them that they will not be disturbed in any arrangements
which they enter into with C. J. Busch.

Yours very truly,

SLOANE & SLOANE,

encl.
HGS:D

By *H. G. Sloane*

March Twenty-eighth,
1 9 2 9

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

My dear Harrison:

Enclosed find letter from Mr. Bay that is explanatory.

Please return at your convenience.

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 8, 1929.

Mr. Ed Fletcher,
1020 Ninth St.
San Diego, Calif. Crump Irrigation & Supply Co.
Indebtedness.

Dear Colonel:

The court has entered judgment in the case of Fairbanks vs. Crump, etc., the effect of which is to deny you any participation in the \$12,000 fund which Douglas Fairbanks deposited in court. As we have advised you we feel that this judgment is erroneous and unjust and we are ready to carry on the fight on the basis which you suggest, namely, that we take a chance with you on obtaining a different outcome.

This claim arises out of the \$5,000 loan made by Bank of Solana Beach to Crump Irrigation & Supply Company. You will recall that the bank took as security a chattel mortgage which was invalid as to a large portion of the property covered and the assignment of \$5,000 of money to come from the Fairbanks contract, the latter never having been presented to Fairbanks, but to an employee of his. The Crump people being insolvent, left the bank with a very shaky claim all around.

In this connection we have already pushed the chattel mortgage as far as possible and further than we expected it to go, that is to say, we have turned in to your possession all of the physical assets which the Crump people had at the time that they went into the ditch. We carried on these foreclosure proceedings, which while they did not go through court, required fully as much formality in the way of notice, affidavits, proceedings of sale and return, etc. Your bid for what was received in way of stock, and for claim against the lease and buildings was the sum of \$500.00, and this was paid for, by a credit of that amount against the \$5,000 note.

4-8-29

Fletcher

The lien claim of Builders & Supply Company next came up and you considered it worth while to perfect your title in the lease and buildings by purchasing this claim and carrying it through to judgment, so that you obtained the Commissioner's certificate as well as title through the foreclosure of the chattel mortgage. For our court services in this matter we received \$100.00, as agreed upon.

We have never put in any bill for the foreclosure of the chattel mortgage, hoping that the Fairbanks case would be favorable to us and you could then pay us the \$500.00 or \$600.00 fee, provided for in the Crump note. Since the court has not given us this \$5,000 balance, we do not expect you to pay such a fee, but we would suggest that you pay \$50. as our fee for the foreclosure proceeding, and \$150. for the proceedings in the case of Fairbanks against Crump, etc., to the present stage. Against this should be applied the credit of \$25.15 on account of goods which we purchased at the time of the foreclosure sale.

We have a hard battle ahead of us to overthrow the decision of Judge Marsh, but we plan to attempt that first by a motion for new trial to be made to Marsh himself. Perhaps this is hopeless, but a thorough briefing of the matter and a forceful presentation of it to him again may cause him to change his mind. If so a new trial will be ordered and we will have a good chance for the second judgment to run in our favor.

If he turns us down again, as he will very likely do, the record must then be made up for appeal and the facts presented and the law briefed for the Supreme Court. We think that there is better than even chance that the Supreme Court will vacate Marsh's judgment and require the case to be tried over again, and that will be our best show to come in for the second judgment.

4-8-29

Fletcher

Of course this appeal work is expensive but we have enough indignation over the matter and enough hope in the outcome to gamble with you on it as far as the rest of our attorney's fees goes, and will relieve you of all further obligation except by way of a contingent fee, if you so desire.

A fair basis for that would be to say that in case we get a new trial from Marsh and win on the second trial, we should receive one-fourth of the amount recovered. If we have to appeal also and then win on a second trial, we should receive one-third. Of course this way we stand to make a much better fee if we are successful, but we are receiving only a minimum fee ~~fee~~ for the services already rendered and we take the chance of getting nothing for what we are about to enter upon.

Your side of the gamble will be to pay the court expenses consisting of fees to reporter, for writing up the evidence, appeal fee, and printing record and briefs. We would estimate this to come to about \$250 to \$300.

Yours very truly,

SLOANE & SLOANE

HGS:M

By *H. G. Sloan*

April 9, 1929.

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

My dear Mr. Sloane:

I want you to prepare the necessary papers to sue the Hayward Lumber Company for damages in the matter of clouding the title to my property. They did not even apologize, but forced me into court to protect my interest thru default. You have the papers in your office.

Very truly yours,

EF:KLM

April 10th, 1929.

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

Attention Harrison G. Sloane:

My dear Harry:

I thank you for your letter of April 8th. It shows you have a heart.

Enclosed find check for \$183.10 as per your request.

Now regarding your compensation for the future. It would seem to me that you could well afford to take \$1250 if you win and I will put up the \$250 to \$300 for expenses.

Sincerely yours,

EF:CMF
Encl.

Wm. A. Sloane
Harrison G. Sloane

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

April
T e n t h
19 29

Mr. Ed Fletcher,
C/o Cuyamaca Water Co.,
920 Eighth St.,
San Diego, California.

My dear Colonel:

The judgment against San Diego Independent has been entered and we have the assignment of the same by United Press Associations to you.

Do you wish us to satisfy this judgment now, or shall we send you the assignment to hold?

Yours very truly,

SLOANE & SLOANE,

By HG Sloane

HGS.AW

Wm. A. Sloane
Harrison G. Sloane

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

April 10, 1929.

Mr. Ed Fletcher,
1020 Ninth St.
San Diego, Calif. SHOOK vs. BACH.

Dear Colonel:

The above matter was called for trial this morning but upon the representation to the court that a settlement is in prospect, it is being carried along for a day or two.

On investigation of the records we find that Shbok's title is not acquired from former owners of the property but by city tax sale. That removes from the case the question of sufficiency of your own title. In other words Mr. Shook has to prove his title and we would not have to prove yours. However the production of the city deed is prima facie proof for Shook. The chances are that we could find a flaw in the city tax proceedings which would knock out his title, but this means a minute search of the city records and it would pay you to avoid it if possible.

If the property is worth several thousand dollars as you think, we can make a profitable deal for you. Kelly seems to think it is of little value however. Perhaps you had better check more clearly on this before we make a settlement. We have obtained a rough estimate from the County Assessor and find that it will cost about \$600.00 to clear up back state and county taxes. City taxes, except for the last year are clear, and by judgment in the action which may go ahead against the other defendants, the title to this property will be put into pretty fair condition but will not be absolute until one year from the date of the decree.

#2

4-10-29

Fletcher

Kelly is floored at the amount of delinquent taxes which he evidently did not suspect. I have belittled their case as much as possible and they are in a frame of mind to settle if you really want the property. I am sure we can get it for \$200. or \$300. but you will have to assume the back taxes. If the property is not worth this we doubt whether it is worth defending the suit upon.

Please advise us.

Yours very truly,

SLOANE & SLOANE

HGS:M

By *H.G. Sloane*

Sloane & Sloane

Attorneys at Law

Wm. A. Sloane
Harrison G. Sloane

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

April
E i g h t h
1 9 2 9

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

Dear Colonel: Re - Shook vs. Bach.

Herbert Kelley says that the property involved in the Shook case is not worth enough so that they are willing to pay you what you ask. They come back by saying that they will give you a deed which will give you good title - that is to say, they will go on through with the present suit and clear out all other claimants, for \$600.00.

They say that county taxes have not been paid since 1888 and that there is a Federal lien against one of the lots.

Yours very truly,

SLOANE & SLOANE,

By *H.G. Sloane*

*Show him
on the map.*

HGS:AW

April 5, 1929.

Sloane & Sloane,
1230 John D. Spreckels Bldg.,
San Diego, California.

Attention Mr. Harrison Sloane

Gentlemen:

Answering your letter of March 23th re:
Shook vs. Bach, #55979, suit brought by Herbert C.
Kelly, the Linda Vista tax certificates cost me
\$300.16 covering this property. 7 percent interest
on this amount from March 1st, 1912 to March 1st,
1929 amounts to \$657.17, a total of \$657.33.

All we want is our money back and 7
percent interest. Take it up with Mr. Kelloy and
see what you can do.

Yours very truly,

KLM

Sloane & Sloane

Attorneys at Law

Wm. A. Sloane
Harrison G. Sloane

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

April 1
1929

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

Shook vs. Bach.

Dear Colonel:

Herbert Kelly, attorney
for the plaintiff in the above matter
wishes to make an adjustment of this
matter if possible. That means that he
is willing to pay to you whatever you
have laid out in connection with this
land, including original payment to the
District and taxes since then.

It is our general recollec-
tion that these Linda Vista sales will
not hold water and we ought to be in a
frame of mind to make any kind of a
settlement.

Yours very truly,

SLOANE & SLOANE

HGS:M

By *H. G. Sloane*

.HGS. AW

galveston

filled

Fault

Kiln

N

April Eleventh,
1 9 2 9

Mr. Harrison G. Sloane,
J. D. Spreckels Bldgs.,
San Diego, Calif.

Dear Mr. Sloane:

Answering your letter of the tenth, please
clean the thing up as it should be done.

Yours very truly,

EF:AK

April Twentieth,
1 9 2 9

Mr. Harrison G. Sloane,
J. D. Spreckels Bldg.,
San Diego, Calif.

The title company says that you have not yet filed
your judgment against Thompson and sons.

This should be filed and made a matter of record.

See Mr. Barnes of the Southern Title Guaranty Company
and also submit an execution on the contract between
Thompson and the Southern Title.

Yours truly,

EF:AK

April 22nd, 1929.

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

Gentlemen:

Re: Hayward Lumber Company:

Answering yours of the 19th, go ahead and
settle for \$50, if you can.

Yours very truly,

BT:CMF

Wm. A. Sloane
Harrison G. Sloane

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

April 19, 1929.

Mr. Ed Fletcher
1020 Ninth St.
San Diego, Calif. Re Hayward Lumber Co.

Dear Colonel:

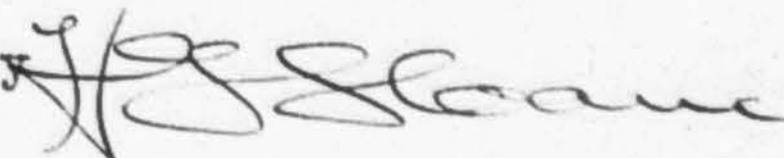
We note your instructions to sue
Hayward Lumber Company for damages for
clouding title to your property. We are not
sure that this is worth the expense to you
as you would have to prove actual damages
resulting. Also it may be premature to bring
such an action until the quiet title action
has progressed to the point where it appears
that their charges are unfounded.

We have offered to withdraw from
the case of Shook against Bach affecting the
Morena lots upon payment of \$75.00 to you.
They do not seem to be very enthusiastic.

Yours very truly,

HGS:M

SLOANE & SLOANE

BY 

April 24th, 1928.

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

Gentlemen:

Enclosed find checks for G. K.'d bills.

I don't think you should charge me anything in the Shook vs Bach matter. We paid \$500 cash on this two years ago and only got back \$75, and I understood that the \$50 a month should cover expenses of this kind.

I am enclosing check on the Gottesburen matter, altho this matter comes under that head as well.

I am sending check for \$129.00 to Packer.

Yours very truly,

EF:CMF
Encls.

Sloane & Sloane

Attorneys at Law

Wm. A. Sloane
Harrison G. Sloane

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

April 23, 1929.

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

Dear Colonel:

Pursuant to instructions we have permitted Shook to take judgment against you on the Morena lots in consideration of \$75.00. I think this was the wisest thing to do. While we might have beat them in this suit, their move would have been to dismiss and to file another suit in which they could show the title which they acquired from the former owners of the property and this would have put in issue the validity of the Linda Vista tax sales which we would not have wanted to undertake to uphold.

We ought to charge you the full \$75.00 but will make our fee the minimum, \$50.00.

The Gottesburen matter seems to be settled now and while his payments to you in the future are not conclusively assured, we feel that they are made as safe as possible in the circumstances and that probably you will realize more out of it than you would have by fighting out the partnership division in court, with expenses of a receiver, loss of property, etc. We have prepared a complaint in this action and have tried it four or five times in the office with Gottesburen, so ought to make customary charges for a suit, but here again we will use the minimum and bill you for \$50.00.

We have received the transcript of the testimony in the case of Fairbanks vs. Crump. This is for immediate use on a motion for new trial which comes up next Monday, but if we are unsuccessful there, which is rather more than likely, the

#2

Fletcher

4-23-29

same transcript will be used on the appeal, so we will not have any further bill for that particular item. I am enclosing the bill of the court reporter which seems to be about right, and Mr. Packer asks that I get it paid for as promptly as possible.

We are enclosing the check of Leonora Guatelli for the \$75.00 in the Shook matter.

Yours very truly,

SLOANE & SLOANE

HGS:M
Enc.

By *H. J. Sloane*

April 27, 1929.

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

My dear Mr. Sloane:

Will you please let me know the outcome of the quiet title suit brought by Frank F. Faust against Mr. Fletcher, Case 55785 covering lots 4, 6, 20, 22 and 24 in Block 57 of Northern Addition, one of those Linda Vista tax title suits. If it has been cleaned up I should like to close my file.

Yours very truly,

KLM

Herbert C. Kelly,
Southern Title Bldg.,
San Diego, Calif.

May 2d, 1928

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

Re: FAUST v. ADACHI, et al

Dear Sir:

Answering your letter of May 1st, regarding the above suit, will state that Mr. Faust has a recent City Tax deed which, unless there is some fatal effect in the proceedings, necessarily cuts out all earlier interests including the interests vested in your name and your daughter's under the Linda Vista sales. Mr. Faust does not feel that he should pay out these old tax interests any more than he should reimburse purchasers or encumbrancers upon the property under these circumstances.

Very truly yours,

HERBERT KELLY

HCK:B

original to Judge Sloane

May 2, 1928.

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

My dear Judge:

Enclosed find two summons relative to quiet title suits. Please tell me what to do.

Also enclosed find copy of letter sent to Mr. Kelly for your information. This was mailed yesterday. Re Case 55785

Yours very truly,

KLM

*Case 750
for judgment*
P. S. Re: Case 55979. The property in which I am interested in Lots 1 to 28, inc. Block 81 of Morena. My records show I paid \$300.16 for the tax title on this land, plus interest at 7% from March 1st, 1922 amounts to \$336.00, approx., making a total of more than \$600.

Both of these parcels of land I hold under Linda Vista tax title.

E.F.

May 1st, 1928.

Mr. Herbert C. Kelly,
Southern Title Building,
San Diego, Calif.

Dear Sir:

Replying to your suit, Frank F. Faust
vs me and a number of others, I find that I am the
owner of Lots 4, 6, 20, 22 and 24 in Block 57
of Northern Addition. The cost of tax title plus
interest on these lots is \$43.75, and I will
sign a quitclaim deed to these lots for that sum.

Kindly let me hear from you by return
mail what your client will do.

Yours very truly,

KLM

WATSON-JONES, Inc.
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SAN DIEGO, CALIFORNIA

A printing plant that has the organization, ability and equip-
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860
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23.10

20.65
23.10 Int
\$43.75

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO.

No. 55785

FRANK F. FAUST,

Plaintiff,

-vs-

SABURO ADACHI, RICK ALEXANDER, TONY BAN, W. J. BAER, MIRETTA F. BAER, F. R. BEATTY, JOHN BEERMAKER, BERT C. BEERS, MRS. ANGLINE BEERER, JOHN DOE, As Special Administrator of the Estate of Angeline Beymer, deceased, JOSEPH D. BLOSSER, E. L. BOLTON, ANNIE G. CLARK, ROBERT CONIGLIO, WALTER T. DRURY, SHELBY R. DUNN, BEATRICE DUNN, BENJAMIN ELLIOTT, GEORGE W. EVANS, MARGARET EVANS, As Executrix of the Last Will and Testament of George Evans, deceased, ED FLETCHER, PEARL C. FRENCH, JOHN FORWARD, Jr., As Administrator of the Estate of Franklin Steele, deceased, JOHN FORWARD, Jr., As Administrator of the Estate of Annie E. Steele, deceased, R. GHERNA, HENRY B. GRAY, J. H. HEFFELFINGER, DONALD C. JOHNSON, GULA E. JOHNSON, OLEVIA JOHNSON, LOUISE H. KAY, T. G. KELLY, S. A. LANE, C. S. MOOREHEAD, J. W. O'BYRNE, MRS. MARY PARADOWSKI, RIEPAH PHILLIPS, JOSEPHINE POLLOCK, A. D. PORTER, LAURA D. POWELL, ROSS REED, ALIENE REEVES, ERNEST RILAN, Jr., SAN DIEGO BEACH COMPANY, a corporation, formerly FOLSON BROS. COMPANY, a corporation, SAN DIEGO TRUST AND SAVINGS BANK, a corporation, JOHN A. STEVER, EDWARD B. STILGERBOER, RICHARD STROSS, C. F. TAYLOR, GERALDINE TOMB, UNION TRUST COMPANY OF SAN DIEGO, a corporation, BRUCE YOUNGER, a minor, CHARLES B. YOUNGER, As Guardian of the Estate of Bruce Younger, a minor, DONALD YOUNGER, LOUIS VASALIA, AND ALSO, JOHN DOES NUMBERS ONE TO TEN, inclusive, and all the joint tenants and tenants in common, and all persons having or claiming any interest in, or lien or liens of record, by mortgage, judgment or otherwise, upon the property hereinbelow described or interest therein, and all persons unknown who have or claim any share or interest in said property,

Defendants.

COMPLAINT -- ACTION FOR PARTITION

Plaintiff alleges and complains as follows:

I.

This action is brought for the partition of all the following described real property in the City of San Diego, County of San Diego, State of California, bounded, known and described as follows:

Lots Thirty-three (33) and Thirty-four (34) in Block Two (2) of AMERICAN PARK ADDITION, according to Map thereof No. 983, filed in the office of the County

Recorder of said County, April 6, 1906;

Block One (1) and Lot Three (3) in Block Three (3); also all that portion included in the right of way of the Los Angeles and San Diego Beach Railway Company, a corporation, and being a strip of land forty (40) feet in width, in ASHER'S CLOVER LEAF TERRACE, according to Map thereof No. 1568, filed in the office of the Recorder of said County, May 13, 1913;

Lots One (1) to Five (5) inclusive in Block One Hundred Twenty-five (125) and Lot Nineteen (19) in Block One Hundred Forty-four (144) of CITY HEIGHTS, according to the Amended Map thereof No. 1007, filed in the office of the Recorder of said County October 5, 1906;

Lot Fifteen (15) in Block Eight (8) of Electric Line Addition, according to Map thereof No. 861, filed in the office of the Recorder of said County August 28, 1899;

Lots Twelve (12), Thirteen (13) and Seventeen (17) to Twenty (20) inclusive in Block One (1) of MARILOU PARK, according to the Map thereof No. 517, filed in the office of the Recorder of said County March 24, 1888;

Lots Eight (8) and Nine (9) in Block Thirty-seven (37) of MIDDLETOWN ADDITION, as shown on partition map thereof, filed in Roark vs. Forward;

Lots Four (4), Six (6), Twenty (20), Twenty-two (22) and Twenty-four (24) in Block Fifty-seven (57) of NORTHERN ADDITION, according to Map thereof No. 447, filed in the office of the Recorder of said County;

ALSO, all that portion of the East Half (E½) of Dix Avenue, (formerly Fourth Avenue) lying West of and adjoining said Lots Four (4) and Six (6); ALSO all that portion of the West Half (W½) of Eekles Avenue (formerly Fifth Avenue) lying East of and adjoining said Lots Twenty (20), Twenty-two (22) and Twenty-four (24); ALSO all that portion of the North Half (N½) of Plumas Street (formerly Alameda Street) lying South of and adjoining Lot Twenty-four (24) and lying South of and adjoining said vacated portion of Eekles Avenue. All the above streets and avenues being vacated and closed to public use on March 7, 1927, by Resolution No. 40880 of the Common Council of the City of San Diego;

Lot Thirty-five (35) in Block Two Hundred Seventy (270) of PACIFIC BEACH, according to Map thereof No. 697, filed in the office of the Recorder of said County January 8, 1892;

Lots Twenty-four (24) and Twenty-five (25) in Block "C" of PACIFIC VIEW, according to Map thereof No. 1497, filed in the office of the Recorder of said County November 15, 1912;

Lot Thirteen (13) in Block Two (2) of ROSEVILLE HEIGHTS, according to Map thereof No. 423, filed in the office of the Recorder of said County, December 1, 1887;

1
2 Lots Five (5) and Six (6) in Block Twenty-four
3 (24) of SECOND FORTUNA PARK, according to the
4 Map thereof No. 895, filed in the office of the
5 Recorder of said County, April 30, 1903;

6 Lot Fourteen (14) in Block Twenty (20) of SILVER
7 TERRACE, according to the Map thereof No. 434,
8 filed in the office of the Recorder of said County
9 December 24, 1887;

10 ALSO, all that real property situate in the City of National City,
11 County of San Diego, State of California, known and described as
12 follows:

13 Lots Six (6) to Twelve (12) inclusive, in Block
14 "A" of BEERMAKER'S SUBDIVISION of the East Half
15 (E $\frac{1}{2}$) of the East Half (E $\frac{1}{2}$) of Twenty (20) here Lot
16 One (1) in Quarter Section 133 of the Rancho de
17 la Nacion, according to the Map thereof No. 317,
18 filed in the office of the Recorder of said County
19 June 19, 1887;

20 ALSO, all that real property situate in the City of Oceanside,
21 County of San Diego, State of California, known and described
22 as follows:

23 Lot "L" in Block Four (4) of a portion of Oceanside,
24 commonly known as Myer's Addition, according to
25 the Map thereof No. 340, filed in the office of the
26 Recorder of said County August 28, 1885;

27 The Northwestery Half, front and rear of Lot Ten
28 (10), all of Lot Eleven (11) and the Southeasterly
29 Twenty-four and One-half (24 $\frac{1}{2}$) feet, front and rear
30 of Lot Twelve (12) in Block Five (5) of Oceanside
31 Townsite, according to the Map thereof No. 344,
32 filed in the office of the Recorder of said County
33 July 1, 1885;

34 Lots Twenty-five (25), Twenty-six (26) and Twenty-
35 seven (27) in Block Three (3) and Lots Twenty-five
36 (25) and Twenty-six (26) in Block Four (4) of
37 WILSON and PATTON'S SUBDIVISION of Lots "H" and "J"
38 of Brooks Addition, according to the Map thereof
39 No. 151, filed in the office of the Recorder of
40 said County August 25, 1887;

41 The Southeast Quarter of the Northwest quarter of
42 Section Twenty-three (23), Township Eleven (11)
43 South, Range Five (5) West, S.B.M., said property
44 being also known as Tract Forty-nine (49) of Butler,
45 Grove and Gleicher's Addition, as per Map thereof
46 No. 341, filed in the office of the Recorder of
47 said County October 22, 1886;

48 II.

49 Plaintiff is the owner of an undivided one-half (1/2) interest
50 in and to all of the property hereinabove described,

III.

Plaintiff alleges that defendant, T. G. Kelly, is the owner of an undivided one-half (1/2) interest in and to all of said real property; and that there are no valid outstanding liens of record against said land, or any portion thereof, other than tax liens.

IV.

Plaintiff is ignorant of the names of the defendants sued herein as John Does Numbers One to Ten inclusive, wherefore said defendants are designated by said fictitious names, and upon discovery of said defendants' true names, plaintiff will request the amendment of all proceedings in this action by substituting the true names of said defendants herein.

V.

Plaintiff alleges upon information and belief that each and all of the persons hereinabove named as defendants, other than said T. G. Kelly, and also some other persons to plaintiff unknown, claim or appear to have or claim some right, title, share, interest, lien or claim of some nature in, on, or to said real property, or some portion or portions thereof, adversely to plaintiff and to said T. G. Kelly; that the exact nature and extent of such claims and pretensions of said defendants and unknown persons are unknown to plaintiff so that he is unable to set them out herein with more particularity; but that such claims, of whatever nature, the same may be, are without legal foundation or right as against plaintiff or his co-owner herein; plaintiff does not know or have any information as to the name, identity, or address of any person, other than those hereinabove specifically named, who has or claims any right, title, interest, estate, lien or claim of whatever nature, in, on, or to said property or any part thereof.

VI.

Plaintiff alleges that it would be beneficial to all parties having any right, title, share or interest in or to said property, or any part thereof, that partition of said property should be made in accordance with the rights of the respective parties herein, and that their respective titles should be finally adjudicated by this Court.

WHEREFORE PLAINTIFF PRAYS: The decree of this Court, that plaintiff is the owner, in possession, and entitled to the possession of an undivided one-half (1/2) interest in and to all of said property; determining the ownership of the other half (1/2) interest therein; quieting title as against all other persons in favor of plaintiff and such co-owner; decreeing partition; and for a final decree thereafter; confirming such partition; for such other and further relief as may be met in the premises, including taxation and apportionment of costs between such persons as may be determined to have interest in said property; and costs as against all other persons who answer this partition, other than by disclaimer, as to all property involved.

Herbert C. Kelly
Attorney for Plaintiff.

STATE OF CALIFORNIA }
COUNTY OF SAN DIEGO } SS.

FRANK F. FAUST, being first duly sworn, says:
I am the plaintiff in the above entitled action; that I have read the foregoing COMPLAINT and know the contents thereof and that the same is true of my own knowledge, except as to those matters which are therein stated as on information or belief, and as to those matters that I believe it to be true.

Frank F. Faust

Subscribed and sworn to before
me this 13th day of April, 1928.

Helen A. Belsh
Notary Public in and for said County of San Diego, State of California.

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IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO.

No.

FRANK F. FAUST,

Plaintiff,

-vs-

SABURO ADACHI, et al.,

Defendants.

S U M M O N S

Action brought in the Superior Court of the State of California, in and for the County of San Diego, and the Complaint filed in the said County of San Diego in the office of the Clerk of the Superior Court:

THE PEOPLE OF THE STATE OF CALIFORNIA, SEND GREETINGS TO:

SABURO ADACHI, NICK ALEXANDER, TONY BAN, W. J. BAER, MINETTA F. BAER, P. R. BEATTY, JOHN BEERMANN, BERT C. BEERS, MRS. ANGLINE BEERMAN, JOHN DOE, As Special Administrator of the Estate of Angeline Bayner, deceased, JOSEPH D. BLOSSER, E. L. BOLTON, ANNIE G. CLARK, ROBERT CONIGLIO, WALTER T. DRURY, SHIRLEY E. DUNE, BEATRICE DUNE, BENJAMIN ELLIOTT, GEORGE W. EVANS, MARGARET EVANS, As Executrix of the Last Will and Testament of George Evans, deceased, ED FINCHER, PEARL C. FRENCH, JOHN FORWARD, Jr., As Administrator of the Estate of Franklin Steele, deceased, JOHN FORWARD, Jr., as Administrator of the Estate of Annie E. Steele, deceased, R. GEMMA, HENRY B. GRAY, J. H. HERTZFELDER, DONALD C. JOHNSON, GULA E. JOHNSON, OLIVIA JOHNSON, LOUISE H. KAY, T. G. KELLY, S. A. LAKE, C. S. MOOREHEAD, J. W. O'BYRNE, MRS. MARY PARADOWSKI, RICHARD PHILLIPS, JOSEPHINE POLLOCK, A.D. PORTER, LAURA D. POWELL, ROSS REED, ALIENE REEVES, ERNEST RIMAN, Jr., SAN DIEGO BEACH COMPANY, a corporation, formerly FOLSOM BROS. COMPANY, a corporation, SAN DIEGO TRUST AND SAVINGS BANK, a corporation, JOHN A. STEVER, EDWARD B. STILGENROVER, RICHARD STROSS, C. F. TAYLOR, GERARDINE TOMB, UNION TRUST COMPANY OF SAN DIEGO, a corporation, BRUCE YOUNGER, a minor, CHARLES B. YOUNGER, As Guardian of the Estate of Bruce Younger, a minor, DONALD YOUNGER, LOUIS VASALI, AND ALSO, JOHN DOES NUMBERS ONE TO TEN, inclusive, and all the joint tenants and tenants in common, and all persons having or claiming any interest in, or lien or liens of record, by mortgage, judgment or otherwise, upon the property hereinbelow described or interest therein, and all persons unknown who have or claim any share or interest in said property.

Defendants.

You are hereby directed to appear and answer to a Complaint in an action entitled as above, brought against you in the Superior Court of the County of San Diego, State of California, within ten (10) days after the service on you of this Summons - if served within this County, or within thirty (30) days if served elsewhere;

Said action is brought to obtain the partition among the parties entitled thereto of the real property in the County of

San Diego, State of California, described in the Complaint herein, to-wit:

Lots 33 & 34, Blk. 2, American Park Add;
Blk. 1 & Lot 3 in Blk. 3, and L. A. & S.D.
B. Ry. Co. Rt. of Way, Asher's Clover Leaf
Terrace; Lots 1 to 5 inc. Blk. 125 & Lot 19,
Blk. 144, City Heights; Lot 15, Blk. 8,
Electric Line Add; Lots 12, 13 & 17 to 20
inc., Blk 1, Marilou Park; Lots 8 & 9, Blk.
37, Middletown Add; Lots 4, 6, 20, 22 & 24
Blk 57, Northern Add., together with adjacent
portions of closed streets and avenues; Lot
35, Blk. 270, Pacific Beach; Lots 24 & 25,
Blk. C, Pacific View; Lot 13, Blk. 2, Roseville
Hts.; Lots 5 & 6, Blk 24, Second Fortuna Park;
Lot 14, Blk. 20 Silver Terrace; Lots 6 to 12
inc. Blk. A, Seermaker's Subdiv.; Lot L, Blk. 4
Myer's Add.; NWly. 1/2 Lot 10, all Lot 11 &
SEly 244 ft. 12, Blk 9, Oceanside Townsite; Lots
25, 26 & 27, Blk 3 and Lots 25 & 26, Blk. 4
Wilson & Patton's Subdiv. of Lots H & J of Brooks
Add.; SE 1/4 of NW 1/4 Sec. 23, T. 11 S, R.5 W. S.E.M.

And you are hereby notified that unless you appear and answer as above required, the said plaintiff will take judgment for any money or damages demanded in the complaint arising upon contract or he will apply to the Court for any relief demanded in the complaint.

Given under my hand and the Seal of the Superior Court of the County of San Diego, State of California, this 14 day of April, 1928.

J. B. McLEES, County Clerk,

By: B. A. Johnson
Deputy Clerk.

STATE OF CALIFORNIA, } ss.
County of San Diego, }

being duly sworn, deposes and says

That he is, and was at the time of service of the papers herein referred to, a citizen of the United States, over the age of eighteen years, and not a party to the within entitled action; that he personally served the within Summons on the hereinafter named defendants, by delivering to and leaving with each of said defendants personally, in the County of San Diego, State of California, at the times set opposite their respective names, a copy of said summons attached to a copy of the complaint referred to in said summons.

Names of Defendants Served:

Time of Service:

Fees for Service, \$.....; Mileage, \$.....; Total, \$.....

Subscribed and sworn to before me

day of....., 192.....

Clerk

By..... Deputy Clerk.

COPY

No. 55979

In the
Superior Court
of the
STATE OF CALIFORNIA
in and for the
COUNTY OF SAN DIEGO

A.M. SHOOK

Plaintiff

vs.

GEORGE J. BACH, et al.,

Defendant S

SUMMONS

Received

HERBERT C. KELLY
516 Southern Title Bldg.,
San Diego, California.

Attorney for plaintiff.

SHERIFF'S OFFICE

State of.....

County of.....

I hereby certify that I received the writs on the.....

.....192.....

personally served the same on the.....
day of.....19.....

Being
defendant....named in said Summons, by
to said defendant.... personally, in the.....

.....County of
a copy of said Summons, and.....

a copy of said Summons attached to a copy of
Complaint
in the action therein mentioned.

SH

DEPUTY SH

Sheriff's Fees.....

Mrs Taylor
3174 B.

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN DIEGO

No. 55979

A. M. SHOOK,

Plaintiff,

-vs-

GEORGE J. BACH, FRANK BAUGHMAN, ANGELINE E. BROWN, STEPHEN BROWN, CHAS. E. CLUGSTON, MAB COPLAND, MARY C. CORY, S. D. CORY, E. ERWIN, FLORENCE G. FELTS, ED FLETCHER, P. C. GALLAGHER, EMMA E. GARDNER, CHRISTY IVES, EDWARD S. IVES, ARCHIE C. KREGEAR, JOSEPH LEONHARD, J. E. McLEAN, MICHAEL MARCINO, W. L. MEIGS, ELMER I. MOODY, F.D.R. MOOTE, TRUSTEE, E. L. PETERSON, EDWIN REED, As Administrator of the Estate of Charles H. Wilson, also known as C. H. Wilson, deceased, S. M. RICH, EDWARD SANDERS, SAN DIEGO BEACH COMPANY, a corporation, formerly FOLSOM BROS. COMPANY, a corporation, AMYE V. SCHENCK, O. M. SCHMIDT, C. F. TAYLOR, G. W. WILDERMAN and JOHN DOES NUMBERS ONE TO TEN, INCLUSIVE,

Defendants.

COMPLAINT -- ACTION TO QUIET TITLE

Plaintiff complains of defendants hereinabove named, and alleges as follows:

I.

Plaintiff is the owner, in possession, and entitled to the possession of all that real property in the City of San Diego, County of San Diego, State of California, known and described as follows:

Lot One (1) Encino de San Diego Addition #1, according to Map thereof No. 1546 filed in the office of the Recorder of said County March 18th, 1913;

Lots Sixteen (16) and Seventeen (17) in Block "H" of the Resubdivision of Block "H" and Lots Twenty-six (26) to Thirty-eight (38) inclusive in Block "G", Encanto Heights, according to Map thereof No. 1170, filed in the office of the Recorder of said County March 6, 1909;

Lot "G" of Shaw's Addition to Encanto Heights, according to Map thereof No. 1227, filed in the office of the Recorder of said County January 10, 1910;

Lots One (1) to Twenty-eight (28) inclusive in Block Eighty-one (81) of Morena, according to Map thereof No. 542, filed in the office of the Recorder of said County May 6, 1888;

Lots "A" and "B" in Block 59 of Morse, Whaley and Dalton's Subdivision, according to Map thereof No. 516, filed in the office of the Recorder of said County March 23, 1888;

Lots One (1), Two (2), Three (3) and Four (4) in Block Twenty-three (23) of Second Fortuna Park Addition, according to Map thereof No. 395 filed in the office of the Recorder of said County April 30, 1903;

Lots Eight (8), Nine (9) and Twelve (12) to Sixteen (16) inclusive in Block 412 of H.C. Skinner's Addition, according to Map thereof No. 140, filed in the office of the Recorder of said County June 29, 1877.

II.

The defendants herein denominated as John Does Numbers One to Ten inclusive, are sued by said fictitious names for the reason that the true names of said defendants are unknown to plaintiff, and upon discovery of said defendants' true names, plaintiff will request the amendment of all proceedings in this action by substituting the true names of said defendants herein.

III.

Defendants hereinabove named claim or assert some right, title, interest, estate, lien or claim of some nature in, on, to or against said real property adverse to the rights of this plaintiff, but said claims and assertions of title by said defendants are without right or legal foundation as against this plaintiff and constitute clouds upon his title to said real property.

WHEREFORE PLAINTIFF PRAYS JUDGMENT: That he is the owner, in possession, and entitled to the possession of all of said real property; that said defendants have no right, title, interest, estate, lien or claim in, on, to or against the same or any part thereof; quieting plaintiff's title thereto and

In the Superior Court of the State of California

enjoining and debarring said defendants and every one of them,
and all persons claiming through or under them, or any of them
subsequent to the recordation of Lis Pendens herein, from
claiming or asserting any right therein of any nature adverse
to plaintiff herein; for costs against any of said defendants
contesting this action, but not otherwise, and for such other
relief as may be just in the premises.

Defendant,

Herbert C. Kelly
Attorney for Plaintiff.

The People of the State of California Send Greetings: To

STATE OF CALIFORNIA

SS.

COUNTY OF SAN DIEGO

A. M. SHOOK, being first duly sworn, deposes and says:

That he is the plaintiff in the above entitled action;

that he has read the foregoing Complaint and knows the contents
thereof, that the same is true of his own knowledge, except
as to those matters which are therein stated as on his infor-
mation or belief, and as to those matters that he believes
it to be true.

A. M. Shook

Subscribed and sworn to before me

this 9th day of April, 1928.

Helen G. Bolshie
Notary Public in and for the County of
San Diego, State of California.

Given under my hand and seal of the Superior Court of

the County of San Diego, State of California, this

30 day of April, 1928

J. B. McLEES, Clerk.

L. L. Bailey

Deputy.

In the Superior Court of the State of California

IN AND FOR THE COUNTY OF SAN DIEGO

A. M. SHOOK

Plaintiff

vs.

GEORGE J. BACH, et al.,

Defendant

Action brought in the Superior Court of the State of California in and for the County of San Diego, and the Complaint filed in said County of San Diego, in the office of the Clerk of the Superior Court.

The People of the State of California Send Greeting: To GEORGE J. BACH, FRANK BAUGHMAN, ANGELINE E. BROWN, STEPHEN BROWN, CHAS. E. CLUGSTON, MRS COPLAND, MARY C. CORY, S. D. CORY, E. ERWIN, FLORENCE G. FELTS, ED FLETCHER, P. C. GALLAGHER, EMMA E. GARDNER, CHRISTY IVES, EDWARD S. IVES, ARCHIE C. KREGEAR, JOSEPH LEONEARD, J. E. McLEAN, MICHAEL MANCINO, W. L. MEIGS, ELMER I. MOODY, F.D.R. MOOTE, TRUSTEE, E. L. PETERSON, EDWIN REED, As Administrator of the Estate of Charles H. Wilson, also known as C.H. Wilson, deceased, S.M. RICH, EDWARD SAIDERS, SAN DIEGO BEACH COMPANY, a corporation, formerly FOLSOM BROS. COMPANY, a corporation, AMYE V. SCHENCK, O. M. SCHMIDT, C. F. TAYLOR, G. W. WILDERMAN and JOHN DOES NUMBERS ONE TO TEN INCLUSIVE Defendants

You Are Hereby Directed to Appear and answer to a Complaint in an action entitled as above,

brought against you in the Superior Court of the State of California, in and for the County of San Diego, within ten days after the service on you of this summons—if served within this County; or within thirty days if served elsewhere.

And you are hereby notified that unless you appear and answer as above required, the said Plaintiff..... will take judgment for any money or damages demanded in the Complaint, as arising upon contract or..... he..... will apply to the Court for any other relief demanded in the Complaint.

SEAL OF
SUPERIOR COURT

Given under my hand and seal of the Superior Court of the County of San Diego, State of California, this
30 day of April, 1928

J. B. McLEES, Clerk.

By L. L. Bailey Deputy.

April 27, 1929.

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

My dear Mr. Sloane:

In going thru some files of unfinished business I find the summons in the matter of C. L. Hatchless vs L. S. Batchelder, et al, Herbert C. Kelley Lawyer, in a partition suit affecting Lot 29, Block 3 and Lot 8 in Block 4 of Mission Bay Heights. Lawrence reported last summer that this suit was still pending. Will you please let me know if this matter has been settled.

The number of the case is 49577 in the Superior Court.

Yours very truly,

KLM

April Twenty-ninth,

1 9 2 9

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

Dear Mr. Sloane:

My friend, Mr. Voorhies is coming down today to see you.

Please handle him with care and I know you will give him a square deal.

Yours truly,

EF:AK

Wm. A. Sloane
Harrison G. Sloane

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

April
Thirtieth
1929

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

Dear Sir: Re - Fairbanks vs. Crump et al.

Judge Marsh yesterday denied our motion for a new trial in the above matter, as we suspected that he might.

We argued the matter for over four hours and, at the end, had Marsh pretty undecided. He announced, in fact, that he was not at all certain that the judgment was correct, but, on the other hand, he was not certain it was incorrect and, therefore, would have to pass it on to the Appellate Court.

We will now take steps to accomplish this.

Yours very truly,

SLOANE & SLOANE,

By H. G. Sloane

HGS.AW

May First,
1929

Mr. Harrison G. Sloane,
J. D. Spreckels Bldg.,
San Diego, Calif.

My dear Harrison:

The Title Company says that a critical error has been made in your foreclosure on the Grossmont Studios and it is imperative that you get in touch with Mr. Sears immediately and see what is necessary to rectify it as we will have to furnish a title to a party of the land in the very near future.

Please get in touch with me immediately after getting in touch with Sears.

Yours truly,

EF:AK

May 6th, 1929.

Mr. Harrison Sloane
John D. Spreckels Building
San Diego, California.

My dear Harry:

Enclosed find copy of letter from the Southern Title
& Trust Company. What do you think about it?

Yours very truly,

EF:CMF
Encl.

Sloane & Sloane

Attorneys at Law

Wm. A. Sloane
Harrison G. Sloane

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

May 7, 1929.

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

Dear Colonel:

I am sorry that our thriving young corporation, Fidelity Mutual Corporation, had to get disciplined at the hands of the Title Company. If it had to happen I think we are very fortunate that it occurs in the family and relates to one who can be as good natured about it as you are. If I were in your place I think I should be inclined to be peevish, and with reason. I cannot even take advantage of your opening to pass the blame to someone else. It is just a combination of circumstances which makes it my hard luck and I am sorry to say, your hard luck, to some degree.

Fortunately it is not an incurable disaster and I will of course bear the labor and expense of untangling it. The course suggested by Ed Sears is all right but is more cumbersome than necessary, I believe. I have just had a session with the attorneys for the Title Company, trying to convince them of a much more rapid and simple way of straightening it out. We have to deal with the situation where the code says one thing and the courts have intimated contrary, so we all have to admit, and their attorneys frankly say so, that we do not know just what the law does require, and for fear that the courts may announce certain requirements later on, the Title Company wants us to follow the procedure which Mr. Sears outlines.

Accordingly we will do this and you will find yourself sued for the purpose of setting aside the sale to you. The program is for everyone to default and then we will hold the sale over again and if a little prayer and swearing will accomplish it, do it to the satisfaction of the Title Company.

Assuring you again of my appreciation of your attitude in this matter.

HGS:M

Yours very truly,

H. B. Sloane

May Eighth,
1 9 2 9

Mr. Harrison G. Sloane,
J. D. Spreckels Bldg.,
San Diego, Calif.

Dear Mr. Sloane:

Answering yours of May seventh will say I am a darn
sight easier to work with and my sympathy is aroused
when a fellow comes through and admits that he has
made a mistake but I do hate a "side-stepping sun-of-
a-gun-".

Go to it old top, and straighten out the matter as
best you can.

What I don't want is to give those fellows that we
have been litigating with a chance to step in and
gum up the cards again.

Yours truly,

EF:AK

May Fifteenth,
1 9 2 9

Mr. Harrison G. Sloane,
J. D. Spreckels Bldg.,
San Diego, Calif.

My dear Harry:

Please see that the Morse Construction Company case
vs Hutchinson is set for trial.

Hutchinson does not seem to take an interest in
getting the thing settled.

Yours truly,

EF,r:AK

May 16, 1929.

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

Gentlemen:

Enclosed find complaint of the
City of San Diego regarding Acre Tract 151 of Morena

Mr. Fletcher paid \$1137.71
assessment of the Linda Vista Irrigation District for this
property. This amount plus 7 percent interest from
March 1st, 1928 to June 1st, 1929 amounts to \$2788.14.
Mr. Fletcher sometimes figures the interest at 1 percent
a month, but in this case I only figured at 7 percent
per annum. If there is need to take any action before
Mr. Fletcher gets back on Monday will you please attend
to it for him. If not please take it up with him on
Monday as since he gave me the complaint, or summons,
I have not talked to him about it and he does not know
the amount involved.

Yours very truly,

KLM

May Twentieth
1 9 2 9

Mr. Harrison G. Sloane,
J. D. Spreckels Bldg.,
San Diego, Calif.

My dear Harry:

What is being done in regards to the suit against the
irrigation district for payment of taxes on excluded
lands.

You have the original receipt which we paid under
protest and also, we would like to know if we should
pay the second installment of taxes under protest
and what form should we use.

Please send over the original receipt so that we
may have it to check up before paying our second
installment of taxes.

Yours truly,

EFjr:AK

May Twenty-fourth,
1 9 2 9

Mr. Harrison G. Sloane,
J. D. Spreckels Bldg.,
San Diego, Calif.

My dear Harrison:

In making my contract with Dr. Shideler or with any body to sell real estate, even though I protect myself and state that I am not obligated until the contract is signed, I am putting this question to you.

First: Assuming that some of Dr. Shideler's salesmen or brokers operating under a contract with him or Shideler himself, should accept money from the intending purchaser for payments down, either option or purchase money, and they should keep the money or leave town, could I be held responsible for the payments of any commissions or refund of any purchase payments that might have been made to Shideler but not accepted by me?

Second: If Shideler accepts the payment without submitting it to me and in sufficient amount to pay commission to his salesman without my signature to the contract even though my contract says that it is no deal until my signature is obtained, what about refund or am I responsible for any payments made by the intending purchaser to Shideler on that account?

Third: Assuming that an agent or a broker working with Shideler puts in escrow with some title company or bank one of my lots and other properties, am I in any way liable for the delivery of this lot to the purchaser or liable for recourse should there be a later sale if I was not consulted and not made a party of that escrow?

I will appreciate your answer at your earliest convenience

Yours truly,

EF:AK

Wm. A. Sloane
Harrison G. Sloane

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

May
Twenty-Fourth
1 9 2 9

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

Dear Mr. Fletcher:

You have made inquiry about your right to recover attorney's fees in the condemnation suit.

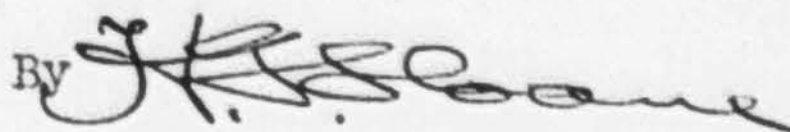
We are not posted as to the preliminaries in this matter or the exact status of the action, but the Code of Civil Procedure provides that within thirty days after final judgment, plaintiff may abandon the proceedings by serving on the defendant and filing in court a written notice of such abandonment and abandonment is implied even though such notice is not given, unless the plaintiff within thirty days after final judgment pays the sum of money assessed.

Upon such abandonment, express or implied, on motion of the defendant judgment may be entered dismissing the proceeding and awarding the defendant his costs and disbursements, which shall include all necessary expenses incurred in preparing for trial and reasonable attorney's fees. These costs and disbursements may be claimed in and by a Cost Bill, to be prepared, served and filed.

Yours very truly,

SLOANE & SLOANE,

HGS:AW

By 

Sloane & Sloane

Attorneys at Law

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

Wm. A. Sloane
Harrison G. Sloane

-Page Two-

May 27, 1929.

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

Dear Colonel:

This is in answer to your inquiry regarding the authority of brokers to collect moneys on sales negotiated by them and to commit you to delivery of specific real estate.

We have not the contracts before us which show your specific agreement with Dr. Shidler or others which you have in mind, but we will assume that such contracts do not set up any different relationship between the owner and the broker than the law declares to exist. The probabilities are that the contract reiterates the law as it is hereafter stated and specifically provides the protection to you which the law implies.

Generally speaking and in the absence of any specific agreement to the contrary, the authority of a broker (which would cover Dr. Shidler and any sub-agents operating under him) is simply to produce a purchaser. The broker has no authority to bind the owner to sell, nor has he any authority to receive any money. So far as a purchaser is concerned he has no right to assume that the agent has authority to put any papers in escrow, nor to receive any purchase money on account. In other words as between you and a purchaser (unless you have specifically delegated some authority to the broker) you are obligated only to the extent that you personally make an agreement with the purchaser.

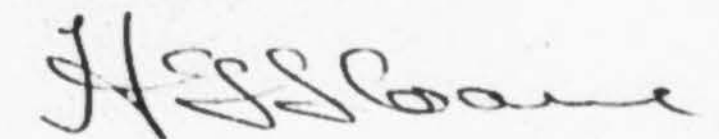
Your contract with the broker sets up the relations between you and the broker and not between you and the purchaser. Of course if your contracts specifically authorize him to accept money from the purchaser prior to your approval of the sale, you may be responsible for a return of that portion of the money if anything goes wrong. However the broker and his salesmen are supposed to have sufficient bond with the Real Estate Commissioner to afford protection against a situation of that kind.

We cannot give you any more specific advice on this subject without having the particular contract before us.

Yours very truly,

HGS:M

SLOANE & SLOANE



Wm. A. Sloane
Harrison G. Sloane

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

July 10, 1929.

Mr. Ed Fletcher,
San Diego, Calif.

Dear Colonel:

Enclosed herewith is a copy of the Brief which we have just prepared and filed in the Fairbanks case. The expenses in this connection, part of which we have already advanced, are shown on the enclosed statement, namely:

Postage & express on briefs 1.40

Supreme Court Clerk's fees
filing the two appeals\$20.00

Printing Briefs..... 46.60.

Preparation Clerk's Transcript 15.00

The other people have a month in which to file reply briefs, after which we will have a rebuttal brief which will bring another bill. We will keep the expenses well within our estimate however.

Yours very truly,

SLOANE & SLOANE

By *H G Sloane*

HGS:M
Enc.

July 16, 1929.

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

My dear Mr. Sloane:

We have sold two lots in Crouch Addition, in La Mesa City to a Mr. Tillman, who now wants to sell to Mr. Strand. Mr. Strand wants us to eliminate from the contract the paragraph about submitting plans of building to Seller before erecting same.

This property was also sold as residential property and he wants to have the option of building a business building on the property.

- What Mr. Fletcher wants to know is if he makes these concessions to this man, is he liable in any way for damages from other property owners. There are no recorded restrictions against the tract, only on separate lots as the deeds have been recorded. This lot has not been deeded, only under contract.

Please give Mr. Fletcher a written opinion, as soon as possible, as the deal is being held up until we hear from you.

Yours very truly,

KLM

This is no question relative to lots in Crouch Addition.

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

Win. A. Sloane
Harrison G. Sloane

July
Seventeenth
1929

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

Dear Col. Fletcher:

We cannot tell, from an inspection of the agreement of sale and purchase alone, whether you are under any obligations to surrounding property owners. With nothing but the agreement to go on, we would say without hesitation that you may waive any provision in the agreement of sale which would otherwise be a restriction to use of the property by the purchaser.

The rule which you have in mind evidently, and which makes you hesitate to waive such restrictions is the one that where property in a subdivision is sold under a generally advertised plan of restriction, the other purchasers have an interest in the terms of the contract, so we will have to inquire of you whether these particular restrictions have been held out in advertising, or in sales representations, as increasing the desirability of holdings in Solana Beach. If this is true to a marked extent, you would be running some risk in waiving a definite and enforceable restriction. The mere fact that the form of contract ordinarily used by you contains such restrictions, would not, however, take the place of the definite representations above referred to.

We do not believe that you would run much risk in making the waiver suggested. The provision for submitting plans for your approval does not declare what will, or what will not, meet with your approval, so that you may, in effect, grant your approval in advance.

Col. Ed. Fletcher page 2.

We do not find any definite provision in the agreement forbidding the erection of a business building on the property. It would be difficult to maintain that the limitation of only one residence to the lot has anything to do with buildings which are not intended for residence.

In view of the fact that you are not waiving anything very material, we think it would be extremely hard for any adjoining owner to show that they have been damaged by such omission in a deed which you may now make.

Yours very truly,

SLOANE & SLOANE,

By *HG Sloane*

HGS.AW

Waiver from last business project

Sloane & Sloane

Attorneys at Law

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

Wm. A. Sloane
Harrison G. Sloane

August 6, 1929.

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

Gentlemen:

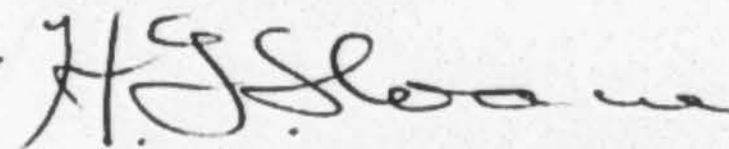
A client of ours has 53-42/100
acres six miles east of Pala, being Lot 3
of Block 8 and Block 11, River Tract #1.
He says that the land is clear, level and
he has had valuations of from \$200.00 to
\$500.00 per acre on it.

If you think that you can find a
market for this and are interested in 5%
commission, will you please write to Mr. Day
direct at 911 Indian Hill, Claremont, Calif.

Yours very truly,

SLOANE & SLOANE

By



HGS:M

CC to H. A. B. Day.



Sloane & Sloane

Attorneys at Law

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

Wm. A. Sloane
Harrison G. Sloane

August 6, 1929.

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

Dear Colonel:

This is in reply to your inquiry
as to the right of materialmen to file a lien
upon your property for improvements made at the
order of a sub-lessee.

The presumption is that when an
improvement is placed upon your land it is done at
your order or with your consent and the land is
liable to mechanics lien. Where you have knowledge
of the commencement of the improvement and do not
give notice of non-responsibility as the statute
provides for, this presumption becomes conclusive
and you are not permitted to show that you did
not authorize or agree to pay for the improvement.

You will note that this situation
follows only where you receive knowledge of the work
of improvement, so that a question of fact arises
which we cannot determine without a full statement
of the circumstances. We assume that you did not
have personal knowledge of the work of improvement,
so that unless some agent of yours knew about it,
thus giving you constructive knowledge of it, the
materialman has no right to look to the property,
but must collect from the party who ordered the
work, or at most he can enforce his lien only against
the leaseholder's interest which the Lessee has in
the land.

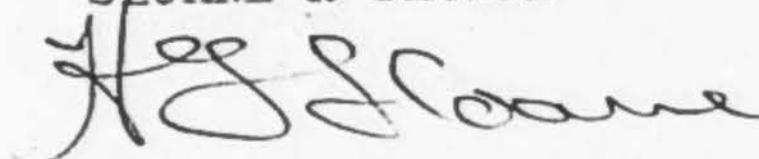
We assume that there was nothing in the
lease which you signed to advise you that a building
was contemplated.

#2

If you can establish in court that you did not personally know that any improvement was going on and that no agent of yours having charge of the property knew about it, you should be able to protect the property against foreclosure.

Yours very truly,

SLOANE & SLOANE



HGS:M

August Sixth,
1 9 2 9

Mr. Harrison G. Sloane,
J. D. Spreckels Bldg.,
San Diego, Calif.

Dear Mr. Sloane:

This will introduce Mr. L. T. Reed.

I have known his brother for many years and Mr. Reed, from all I can learn, is thoroughly reliable in every way with 15 years of law experience, a man of good habits and determined to come to California.

See what you can do for him.

Yours very truly,

EF:AK

August Eighth,
1 9 2 9

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

Gentlemen:

Answering yours of the sixth of August will say a
lessee of mine sub-let a piece of this land that they
had leased from me, without my knowledge or consent,
the lumber and material was put on the ground - my
property - before the lease was actually signed and the
building was half built before I even had any knowledge
of it.

Under those conditions I don't see where my land
can be held for this.

Yours very truly,

EF:AK

August Tenth,
1 9 2 9

Mr. H. G. Sloane,
J. D. Spreckels Bldg.,
San Diego, Calif.

Dear Harrison:

Answering your letter of August sixth will say

I will see what I can do about it.

Yours truly,

EF:AK

August Sixteenth,
1 9 2 9

Mr. Harrison G. Sloane,
J. D. Spreckels Bldg.,
San Diego, Calif.

My dear Harrison:

In the drawing up of the suit we should ask for a permanent injunction against taking water out of the water shed as I am very sure he is now doing and in addition he is effecting Mr. Flinn's wells and I should be made a party to the suit because he is effecting our wells.

I put down my well on the adjoining land about 18 years ago and we have been pumping from it ever since and it is now going down two or three inches a day and is almost dry.

I will get the legal description of all this property for you through Miss Fletcher on Monday.

Mr. Flinn will furnish you the legal description of his two pieces in the name of his mother.

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
Twenty-First
1 9 2 9

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

Dear Colonel:

We hasten to extract you from your peril with salesmen. You will still have to suffer, however, from association with your son, your wife and your attorneys. This is always recognized as an assumed risk!

About the only value from having a contract with your salesmen, or with any broker acting for you, wherein he agrees not to cheat you, or the party with whom he is dealing, is to remind him that honest men do not cheat - that is to say, as a matter of law, a salesman and broker is required to confine his representations to what he knows to be true and, if he fails to do this, he is liable to every person who suffers as a result, including yourself.

Your suggestion of general insurance, to protect you against a comeback, seems like a feasible one and undoubtedly such insurance is written, just as there is a form of policy to protect a Doctor from liability for malpractice, etc.

Of course, your chief danger lies in the case where a salesman makes misrepresentations and the purchaser comes back on you, as the principal, broker, or as the owner for whom the salesman is acting. There are two means of protection against that; one would be to set forth in writing exactly what representations you are willing to stand behind, in offering your property for sale. This could be included in the contract, or attached to it as a rider and signed by the purchaser. You would

Col. Ed Fletcher Page 2.

there specify that the lot was of such and such dimensions, the soil was of such and such a character, was so many feet in depth; that there was water on the property, or not, etc. These representations being all in writing, the purchaser would not be allowed to bring in oral representations not so included.

Another method, and one which I worked out with John W. Austin a while ago, may be easier to handle and accomplish about the same purpose - that is, to have the purchaser, after he has made his initial deposit and had time to cool off a little bit, request his formal contract. A little camouflage is put in, in order not to startle the candidate too much and then he confirms his purchase and relieves you of responsibility.

Enclosed herewith is a suggestion along that line. The statistical matter may be varied to suit yourself, but the final paragraph should be about as we have it.

Yours very truly,

SLOANE & SLOANE,

By *H. G. Sloane*

HGS.AW
Enclosure.

August Twenty-first,
1 9 2 9

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

My dear Harrison:

Enclosed find clipping from the Tribune that is explanatory, with Ed Jr.'s notation.

It would seem to me that to protect myself I need fourthings.

First: A contract signed by all my salesmen working under me as broker protecting me against any misrepresentations of any kind;

Second: A contract between myself and any broker who may be selling my property;

Third: A contract between myself and the salesmen of any broker with whom I may do business;

Fourth: Insurance to protect me in any event.

For the love of Mike get busy.

Vandenburg says you are drawing up one contract now between myself and salesmen. HELP! HELP! HELP!

Yours truly,

EF:AK

P. S. Is it necessary for me to have a contract between my son, my attorney and myself and how about between my wife and myself?

Yours truly,

Sloane & Sloane

Attorneys at Law

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

Wm. A. Sloane
Harrison G. Sloane

August
Thirtieth
1929

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

Dear Sir:

We have examined the copy of note #21286, executed by San Diego Athletic Club, to Security Trust & Savings Bank of San Diego, April 24, 1929, together with the endorsements and signatures thereon.

It is our understanding that the holder of this note may sue Richard T. Robinson for the unpaid balance and interest, attorney's fees, etc., thereon and that neither the Athletic Club nor any of the other parties to the note need to be joined as defendants.

A recovery of judgment against Richard T. Robinson, based on the guarantee, would not prevent the Bank from filing a later suit against the Corporation and against the other Guarantors. In other words, the obligation of Richard T. Robinson is primary and distinct and the obligations of the other parties continue until full payment of the note has been made.

Yours very truly,

SLOANE & SLOANE,

By *H. G. Sloane*

HGS.AW

August
Thirtieth
1929

Messrs. Stearns, Luce & Forward,
San Diego Trust & Savings Bank Bldg.,
San Diego, California.

ATTENTION MR. A. J. LEE.

Gentlemen: Re - Flinn vs. Blossom.

I think that Mr. Flinn might be willing to allow Blossom to put his well down, on the chance that he could pump as fast as Blossom and hence get his share of water, but I do not feel that it would be fair to Blossom to allow him to do this, in view of the situation of the other riparian owners immediately below.

As you know, we represent Ed Fletcher and he advised us some weeks ago that his well at Flinn Springs was going down and he now tells us that they are practically out of water and that something must be done about it immediately. Consequently, if Blossom settles up with Flinn, he will still have Fletcher and the other riparian owners to take care of.

The truth seems to be that there is not enough water in the stream to allow very much irrigation for anybody and the water which is taken out by Blossom and spread on the hillside evaporates and does not find its way into the stream again. Consequently, the lower owners are being deprived of domestic water, and Mr. Blossom is placing himself in rather a precarious situation.

The only relief for the lower owners that I can see is to have Blossom reduce his pumping very materially and allow the lower wells to fill up again. This doubtless would result in the loss of most of his crop, but if he saves his crop by using the water of the other people, it is likely to cost him more than he would make out of his crop. That is a matter that you and he will have to weigh and

Messrs. Stearns, Luce & Forward Page 2.

find the best way out of.

In the meantime, Flinn and Fletcher repeat their demands upon Blossom that he allow the customary flow of water to go by his well without diminishment by more than one minor's inch.

Yours very truly,

SLOANE & SLOANE,

By

HGS.AW

Sloane & Sloane

Attorneys at Law

Suite 1230 John D. Spreckels Bldg.

San Diego, California

September
Fifth
1929

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

Dear Sir:

Enclosed herewith are some recorded papers for your files.

The ones in the brown cover relate to the Grossmont Studios foreclosure - filing fees at my expense. The others show your liens recorded on the records of this county. I enclose statement for Clerk's and Recorder's fees advanced in that connection.

Yours very truly,

SLOANE & SLOANE,

By *H. G. Sloan*

HGS.AW
Enclosures.

Wm. A. Sloane
Harrison G. Sloane

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

September
Ninth
1929

Mr. Ed Fletcher,
1024 Ninth St.,
San Diego, California.

Dear Col. Fletcher: Re - Fairbanks vs. Crump.

Please give me your advice immediately, as to how much it is worth to you to avoid some risk in the above matter.

In making up the record on Appeal, I purposely left out a great many of the Pleadings, which it would have cost \$40 or \$50 to write up and incorporate. These pleadings are of no use at all on the appeal, but under the general rule they should have been included.

The attorney for the Bonding Co. has called me on this by moving to dismiss the appeal. The motion will be heard in Los Angeles September 16. I can have the omitted papers copied by that time and get them on file, which will remove any question in that connection. However, it will add to your expense \$40 or \$50, which I originally endeavored to save, and the expenditure of which I still think can be avoided.

However, there is one chance out of ten that our appeal might be thrown out on that account. I am satisfied that the procedure which I have followed will meet with the approval of the Supreme Court, but if it should not, I would not expect any over-powering approval from you! I have a stenographer engaged, ready to go to the court house and commence this copying, so unless I hear from you to the contrary, we will go ahead and let you foot the bill.

Personally, I would like to stand pat and

September 10th, 1929.

Sloane & Sloane
1230 John D. Spreckels Building
San Diego, California.

Gentlemen:

Re: - Fairbanks vs Crump:

Answering yours of the 9th, I have no idea what to say. The matter is entirely in your hands. If you think we should go to the extra expense, go to it.

I assume if we win, all our expenses in the matter will come back to us.

Yours very truly,

HF:GMF

Mr. Ed Fletcher page 2.

show the other attorney that I am right; but
I do not suppose I am justified in risking your
recovery, if there is any question at all which
he can raise.

Very truly yours,

SLOANE & SLOANE,

By

J. J. Sloan

HGS.AW

Original mailed to Nels Gross

SLOANE AND SLOANE
SAN DIEGO, CALIFORNIA.

September
eleventh
19 ... 29

Santa Fe Ranch Corporation,
c/o Col. Ed Fletcher,
1024 Ninth St.,
San Diego, California.

Gentlemen:

According to the information which we have, regarding the method of assessment in practice by Santa Fe Irrigation District, it purports to follow the provisions of law; whatever may be the practice of other Districts and whatever may be the inclination of the officers of this District, the law clearly requires that an assessed valuation be placed on all real estate within the District, at its full cash value.

While this value is not supposed to take into account the improvements on any land, or town lots, in the way of trees, vines, alfalfa and growing crops, and buildings and structures, it may properly take into account the quality of the soil, the accessibility for the land, its proximity to the ocean front, to paved highways, to railroad trackage, and to business centres.

From the generalizations which have been given to us, we infer that these considerations have been taken into account by the Assessor. Apparently, the lands of your corporation should show a large comparative value when measured in this fashion, and you place a greater proportionate value than that adopted by the Assessor.

Unless there are portions of the District which show a glaring discrepancy in valuations, it would be very hard to show that the Assessor had not exercised proper judgment and if, as seems to be the case, any discrepancy rather inclines in your favor, we do not see that you have to gain by attempting to overthrow the present basis of assessment.

There is a great deal to be said in favor of a different measure of assessed valuation than the one which the law prescribes, but until the Legislature abolishes the present measure and substitutes a new rules, the officers of the District and the owners of lands within it, can merely ask for a fair administration of the present system - that is, assessment based on the full cash value.

Yours very truly,

H. G. SLOANE

HGSAW

September
Eleventh
19 ... 29

Mr. H. G. Flinn,
R.R. No. 2,
El Cajon, Calif.

Dear Sir:

Mr. Blossom's attorneys, following our conference of yesterday, say that Mr. Blossom will have a pipe connected from his well to your water line by Saturday of this week, the understanding being that you are to have 24 hours flow of water from Mr. Blossom's well and pump each week, the expense of pumping to be borne by Mr. Blossom.

They are not willing to put down your well for you, as heretofore suggested, unless Ed Fletcher agrees that this will be in satisfaction of his claims, as well. We do not see how Mr. Fletcher can consent to this.

That leaves open the suggestion that the Blossom well be used to supply the community there, either with Mr. Blossom participating, or if he develops enough water in his other wells, he would have only a nominal requirement from the well in Los Cochas Creek.

The weekly supply of water to you is designed to keep down your damages and does not constitute a waiver on the part of Mr. Blossom of any of his legal rights, nor are you changing your legal situation in any respect by accepting it. The idea is to work out a permanent solution a little more at leisure.

Very truly yours,

H. G. Sloane

HGS.AW

CC to Mr. Ed Fletcher.
CC to Mr. Lee.

September 14th, 1929.

Mr. H. G. Sloane
c/o Sloane & Sloane
San Diego, California.

My dear Sloane:

Answering yours of September 11th will say that I cannot agree to anything except a definite agreement signed and put on record covering two phases of this question;

1 - that the water will not hereafter be taken out of the watershed on any condition, and

2 - that we be protected in the use of our water from our wells which we have been using for the last 15 years.

Just how that is to be done, I don't know.

I would appreciate a suggestion from you and Lee.

Yours very truly,

EF:GMF

September Sixteenth,
1929

Mr. Harrison G. Sloane,
J. D. Spreckels Bldg,
San Diego, Calif.

My dear Sloane:

We owe you \$475 up to September 4th and I want to turn over first class contracts that I guarantee.

Cash is cash these days. Let me know if this is satisfactory.

Yours very truly,

EF:AK

September Sixteenth,
1 9 2 9

Mr. Harrison G. Sloane,
J. D. Spec

September 16, 1929.

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

My dear Sloane:

Enclosed find copy of my letter
to the district and their reply.

Please tell me what to do and
let's decide something quickly.

Yours very truly,

EF:KIM

Fletcher Company
1020 NINTH STREET
SAN DIEGO, CALIFORNIA

September Seventeenth,
1 9 2 9

Mr. Harrison G. Sloane,
J. D. Spreckels Bldg.,
San Diego, Calif.

Dear Harrison:

Enclosed find deed which is explanatory.

Please bring suit to quiet title to all the
property.

Our friend Brier is dead so you can't get his
signature.

Kindly acknowledge receipt and have a deed
send to us after recording.

Yours truly,

E. Fletcher

*Deed received:
If your friend is dead how
can I sue him!*

EF:AK *Ill figure it out.*

HFS.

*Done
10-21-29*

September Seventeenth,
1 9 2 9

Mr. Harrison G. Sloane,
J. D. Spreckels Bldg.,
San Diego, Calif.

Dear Harrison:

Enclosed find deed which is explanatory.

Please bring suit to quiet title to all the
property.

Our friend Brier is dead so you can't get his
signature.

Kindly acknowledge receipt and have a deed
send to us after recording.

Yours truly,

EF:AK

September Nineteenth,
1 9 2 9

Mr. Harrison G. Sloane,
J. D. Spreckels Bldg.,
San Diego, Calif.

Dear Harrison:

Enclosed find letter from Mize I have received today.

What is your reaction to it and what should I do in
relation thereto both as regards writing Mills
and Denison?

Kindly return Mr. Mize's letter.

Yours truly,

EF:AK

September
Twenty---First
1 9 2 9

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

Dear Col. Fletcher:

Elmer Blossom was in to see me yes-
terday and we had a general discussion.

The matter is not settled, apparently
by a good ways; but I think if it is left in
Elmer's hands, we will be able to get together.

I told you and Mr. Flinn that I would
make a charge of \$100 for preparing the case
and presenting it for the preliminary order.
Most of this has been done, and I am willing
to include in the fee fixed a reasonable amount
of negotiation towards arriving at the same
end by agreement; however, it will have to
be wound up pretty soon and not extended over
so many conferences as are indicated at present.

I believe that Elmer proposes to put
in a connection for temporary relief, as de-
sired by Mr. Flinn.

Very truly yours,

H. G. Sloane

HGS.AW

September
Twenty-First
1929

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

Dear Col. Fletcher:

We have just received notice
that the case of El Cerrito Park Water
Company vs. San Diego Flume Co. has been
set for trial October 11th.

Very truly yours,

H. G. Sloane

[See SMITH, A. G.]
CSM

HGS.AW

September 24, 1929.

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

My dear Mr. Sloane:

The Mills Organization
sold some of the coast property to two people
each an undivided one-half interest. We have one
particular case where one party has finished paying
for her half. Are we obligated to give her a
deed to an undivided one-half interest in this property,
or can we hold off giving a deed until the other half
of the contract is paid out?

There is only one contract
signed by both buyers.

Yours truly,

KLM

September Twenty-fourth,
1 9 2 9

Mr. Harrison G. Sloane,
J. D. Spreckels Bldg.,
San Diego, Calif.

My dear Harrison:

Enclosed find copy of letter I have written the San
Dieguito Irrigation District for your information.

Yours very truly,

EF:AK

September Twenty-fourth,
1 92 2 9

Mr. Harrison G. Sloane,
J. D. Spreckels Bldg.,
San Diego, Calif.

My dear Sloane:

I subscribed \$5000 to the Southlands and only paid
\$1000.

Since then it has come to my attention that the
directors have approved of a \$40,000 charge which
has been saddled on to the stockholders and in
favor of the Bank of Italy which is a personal
obligation of the bank and those in trust never
were informed that it was their obligation.

I am of the opinion also that the whole thing
is void on account of the fact that it is a Nevada
Corporation and they did not pay their 1927-28
corporation tax. If you can find any other reason
for nullifying this, let me know.

I am enclosing papers in relation thereto.

Yours truly,

EF:AK

September
Twenty-Fifth
1929

Mr. Ed Fletcher,
1024 Ninth St.,
San Diego, California.

Dear Col. Fletcher: Re - Southlands
 Subscription.

If the Trustees of Southlands Company are diverting \$40,000 to the payment of an item which is not a proper debt, your remedy is to stop their making an illegal payment. I do not believe the failure to pay a corporation tax relieves you of obligation to pay your note. The former directors are trustees for the purpose of liquidating a corporation, even after its charter has been forfeited.

Possibly your note could be avoided on the ground that it was obtained by misrepresentation. If there was a specific statement made of all outstanding obligations upon the strength of which you and the others agreed to make a contribution, and it now develops that a substantial indebtedness was not included in that statement, you should not be held to your promise. It might easily be that you and the others would be willing to chip in to take care of the \$100,000 indebtedness, where you would not undertake to face a \$140,000 indebtedness.

This is really the only way out I see, and I do not know whether the facts would support you in that.

Yours very truly,

H. H. Coane

HGS.AW

L. N. TURRENTINE
ATTORNEY AT LAW
HARBORLAND THEATRE BUILDING
SAN DIEGO, CALIFORNIA
PHONE MAIN 1807

Sept. 20, 1929.

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

My dear Colonel Fletcher:

While I know you are busy with the Community Chest campaign at this time, yet Mr. Richards, Dr. Welpton and Mr. George Bach, as trustees, have asked me to take up with all persons who have not paid their subscriptions to the Southlands Liquidating Trust, the matter of payment in full.

Fortunately there are very few in this category; however, the records disclose that you still owe \$4000 on the \$5000 subscribed by you. This money is needed to carry out the terms of the trust, and the trustees in order to discharge their trust are asking that all these subscriptions be cleaned up, so that they may make a clean and accurate report to all persons as to exactly how matters stand.

Please give this matter your earnest and immediate consideration. Should you for convenience care to put this in the shape of a note for a short time, it will be satisfactory to do so.

I must report back to the trustees on Tuesday, and would appreciate it if you would either write or telephone me before that date, in order that I may not have to report that you are ignoring this matter.

With kindest personal regards, I am

Very truly yours,

L. N. Turrentine
L. N. TURRENTINE.

T:H

September 20th, 1929.

Barstow's Dictation

Southlands Company or Thompson contracted with Madam Tingley for the land. The title was put in trust at the Southern Trust and Commerce Bank with a provision that before it be used the Southlands Company put up a bond for street improvements and to hold Madam Tingley harmless. Shortly after that the title was placed, I think, in the name of Jack Thompson who executed a mortgage for \$140,000 in favor of the Anglo Bank of San Francisco and G. A. Davidson endorsed the paper. That is all of record. When the liquidating trust was made, there was nothing in the set-up which the stockholders approved by which they were to make good to Madam Tingley anything, but when the liquidating trust was finally completed there appeared the item of \$40,000 to be paid to the Bank of Italy to indemnify them for what they would have to pay Madam Tingley.

One cause of complaint which Mr. Hallward has as a stockholder in, and the owner of about \$50,000 worth of stock, is the fact that the title of this property held by the Southern Trust & Commerce Bank in trust was unlawfully taken out of trust and mortgaged to the Anglo California Bank.

Now the other cause of complaint, and it is a direct injustice to Mr. Hallward as a stockholder, is that after the liquidating trust was rigged up by the committee and everybody had supposed to be in good shape, was to have saddled on to it the \$40,000 in favor of the Bank of Italy which the stockholders had not been appraised of.

Davidson endorsed the note on the San Francisco loan made by Jack Thompson and his associates. Any action taken by Hellion is illegal because the company was defunct for non-payment of license tax for the year 1927-1928 and the year 1928-1929.

About 1923 thru an exchange of letters, Davidson and Mrs. Tingley came to an agreement and an option was given by Mrs. Tingley to the Southern Trust & Commerce Bank. Later on a deed was put in escrow to Jack Thompson and his wife, subject to a trust indenture. The deed was clear on its face. Later they took this deed out of the Bank and a mortgage was given to the San Francisco Bank in the sum of \$140,000 signed by Thompson and wife and guaranteed by Davidson. The note by which the original deed from Katherine Tingley was secured was a note in the amount of \$17,851 made by Thompson and wife and guaranteed as to principal and interest by G. A. Davidson, the above in the original deal. The deal with Madam Tingley called for two \$40,000 bonds, one for work and material, a provision for the payment of which has been included in the trust agreement and has been added recently since Hellion and his directors took charge. The other has been wiped out, being a conditional bond. It is now up to the stockholders to pay this \$40,000 bond before they get any money. I am now speaking of the Southlands stockholders.

Hallward Dictation.

At the same time this blanket mortgage to the San Francisco Bank was made by Thompson and his wife, Mike Hall delivered into escrow into the Southern Trust & Commerce Bank a piece of property for which he was to be paid a purchase price of \$12,000, on which he received \$8000 in cash and stock and on which an agreement was entered into whereby a trust deed was to be held in the Bank subject to the additional \$4000. Exactly the same thing happened to that deed. It was taken from the trust department of the bank and included in the San Francisco mortgage. Mike Hall woke up one day and found the property that he had left as security for the payment of the additional \$4000, subject to and included in the lien of a \$140,000 mortgage. Hall came up and wanted to know how it happened. The Southlands Company in dribbles finally paid off this amount, and that means the present stockholders, but Davidson will get all the assets under the final foreclosure.

The San Francisco mortgage included roughly in the neighborhood of 80 acres situated on the best part of Point Loma facing the Tingley Institute and dropping down over the bay. 80 acres between the Tingley Institute and the Bay as well as the Hall property and the cash lands alone will put Davidson entirely in the clear on his whole transaction and include a good profit and he will have saddled on to the stockholders the \$40,000 obligation or bond to Madam Tingley which the bank itself should have assumed on account of the violation of trust and can undoubtedly be made to pay.

The Bank of Italy was threatened with a suit by Madam Tingley or her attorneys to collect on the \$40,000 bond. Davidson should have allowed this to have gone as a lien against the property but he was confident that the property would come back to roost in his own lap so he transferred the obligation direct to the assets of the stockholders under the liquidating trust. In other words, Davidson transferred a personal liability of his own and the bank's in the sum of \$40,000 to the stockholders instead of assuming it himself or placing it against the land where it belonged.

Hallward Dictation

At the time of the settlement between the Southlands Corporation and the merging of the Point Loma Syndicate, which resulted in the formation of the Southlands Company, settlement was made with J. C. Thompson on the basis of \$7500 cash, \$31,500 worth of stock in the new company and \$31,500 in the form of a note of the said company, all as per Richard's recommendation, and in full settlement of about \$400,000 of claims. When final settlement was made thru the so-called liquidating trust the note of Thompson of \$31,500 was allowed by Hellion and his directors for the specific reason that that note had been transferred and made over to G. A. Davidson by J. C. Thompson to satisfy a claim of \$15,000. The \$15,000 claim against Thompson originated as follows: At the beginning of the entire operation Davidson, Thompson, et al, borrowed from Charles Stern at the First National Bank, Los Angeles, on their joint note, the sum of \$80,000. Thompson failed to pay his \$15,000. Davidson told me he paid it for Thompson and took the \$31,500 note for security. I objected point blank to Dr. Welpton the payment of the \$31,500 because I thought it was immoral. It was my understanding that this \$31,500 note was to be eliminated in the final list of accounts as well as the Hunt bill, which was a personal obligation of Davidson in 1922 and 1923, but I see now that these above accounts were included with others which should have been eliminated. I had received assurance from Dr. Welpton that the above claims would not be included, but Mr. Hellion and his directors did include them at the last moment. When I found this out, I absolutely refused to sign the syndicate agreement and have never signed on account of the injustice to all the stockholders including myself. This caused the ending of the negotiations.

Harrison G. Sloane
Attorney at Law
Suite 1230 Bank of Italy Bldg.
San Diego, California

September
30th
1929

Col. Ed Fletcher,
San Diego,
California.

Dear Col. Fletcher:

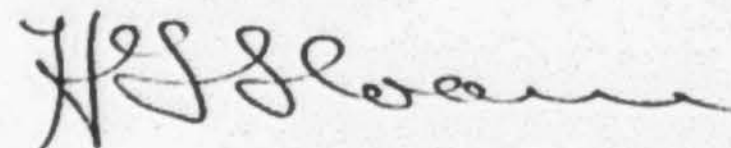
I note the terms of the suggested contract between Grossmont Park Co. and Hillman Knight; also, the letter of Associated Realty Sales organization, relating to the same.

If this deal goes through to final payment, it will work out without prejudice to yourself; but if for any reason Hillman Knight should become entitled to rescind, you would be liable to her for the initial payment which you are asked to acknowledge to be \$1780. Inasmuch as such a rescission is always a possibility, where you are dealing through agents, you ought not to be criticised for taking such a possibility into account.

If this figure is to remain in the contract, the contract should expressly recite something to this effect:

"\$1780, upon the execution of this agreement, which amount has been paid to Associated Realty Sales Organization and is recognized by the seller in lieu of payment to the seller and as a credit in that amount upon the total purchase price."

Very truly yours,



HGS.AW

September 30, 1929.

Mr. Harrison Sloane,
J. P. Sprockels Bldg.,
San Diego, Calif.

My dear Harrison:

I understand there is a new state law that you cannot pay more than 25 percent and a certain amount of overhead on real estate sales, either to brokers or salesmen. Is there any reason why I cannot make a definite agreement to sell at a definite figure and let them have the option of purchase, this coming under "net listings", and the broker getting any profit over and above the net price. Enclosed find receipt that is explanatory.

Where I am selling on a 20 to 25 percent down payment and giving practically all of it to the salesman or broker, ~~my~~ I, or ~~any~~ I not taking risks in paying that money to the broker or salesman until such time as the contract itself has been signed. I am referring specifically to such things as the property being within the boundaries of the irrigation district, or an improvement district, or subject to the buying paying for his own motor and installing his pipe lines, or the question of taxes pro rated. Does this receipt cover everything so that I am able to hold the money as a forfeit in case something comes up which gives the intending purchaser an excuse for refusing to sign the contract, and leaving me to refund the money which the purchaser has put up and which I have already paid the salesman or broker, thereby making me a net loss, and my only recourse being to collect the money back, if possible, from the salesman which 99 times out of 100 is impossible.

Yours very truly,

RF:KLM

October
1st
1929

Messrs. Stearns, Luce & Forward,
1220 San Diego Trust & Savings Bank Bldg.,
San Diego, California.

Gentlemen: ATTENTION MR. A. J. LEE.

Your letter of September 26, 1929, was referred to Colonel Fletcher and Mr. Flinn, and I have today their written response to the same, a copy of which I enclose herewith.

The point of difference between Fletcher and Blossom seems to be that Blossom is not willing to put in writing the obligation which you concede he is under to keep the water which he distributes in the water-shed from which it is taken. I do not know just which one of the parties is unreasonable about this; of course, Fletcher has the right, whether Blossom puts it in contract form or not. But, in view of the fact that a suit had to be threatened in order to convince Blossom that such was his right, perhaps Mr. Fletcher is entitled to have Blossom admit it in writing.

The point of difference between Flinn and Blossom seems to be about \$600. Mr. Flinn says it is impossible to put his well down and install even the cheapest kind of pumping plant for deep well work, under \$1000. The figures which he has obtained are \$14 a foot for continuing the well 40 feet further, if necessary. He is not taking into account the 7 feet which he has already dug at his own expense. He would be willing, however, to make this Mr. Blossom's outside expenditure and to agree if he develops adequate water at a lesser depth, that any saving will be rebated to Mr. Blossom.

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

Whears, Stearns, Luce & Forward page 2.

My dear Mr. Sloane:

I am returning the Blossom letter as advised by Mr. Lee, in which Mr. Film **You will note the instructions to file**

this suit if we do not succeed in getting together right away.

Mr. Film had for him and cannot lower his wall to a level with Mr. Blossom and again it is for less than \$1040.

I hope that Mr. Blossom will give this **immediate attention, as I much prefer to see it settled by agreement, rather than by litigation.** After our past experiences we are not taking any chance.

It must be a matter of record or in the courts, if necessary.

Very truly yours,

H. G. Sloane

If Mr. Blossom will put up a check for \$1000 and will sign a contract with Mr. Film and the owners of the Film Springs property, the Greenmont Park Company, not to take the water out of the water shed at any time and recognizes the rights of Ed Fletcher, and Fletcher getting no compensation whatever for the damage done to the Film Springs property owned by the Greenmont Park Company then we can come to an agreement **HGS:AW** **Enclosure.** which from every indication is now repudiated.

If this settlement cannot be made along the lines mentioned above we have only one recourse and that is to file suit.

Mr. Blossom fails to take into consideration the fact that Mr. Film, by agreeing to the terms of this letter, is still in a position where he may have to fight for his water and be paid no damage for his last year's crop, which damage he is willing to waive under all the circumstances.

Unless this matter can be agreed upon by the 15th of October please file suit.

Yours very truly,

ED FLETCHER

WALTER W. FILM

Mr. Harrison G. Sloane,
J. D. Spreckels Bldg.,
San Diego, Calif.

My dear Mr. Sloane:

I am returning the Blossom letter as written by Mr. Leo, in which Mr. Flinn and I both join in.

Mr. Flinn has asked for bids and cannot lower his well to a level with Mr. Blossom and equip it for less than \$1040.

Mr. Blossom's plant is so equipped and hooked up that at any time he can divert water from one water shed to another. After our past experiences we are not taking any chance.

It must be a matter of contract and put on record or in the courts, if necessary.

If Mr. Blossom will put up a check for \$1000 and will sign a contract with Mr. Flinn and the owners of the Flinn Springs property, the Grossmont Park Company, not to take the water out of the water shed at any time and recognizes the rights of Ed Fletcher, said Fletcher getting no compensation whatever for the damage done to the Flinn Springs property owned by the Grossmont Park Company then we can come to an agreement as definitely agreed upon between Elmer Blossom and Fletcher but which from every indication is now repudiated.

If this settlement cannot be made along the lines mentioned above we have only one recourse and that is to file suit.

Mr. Blossom fails to take into consideration the fact that Mr. Flinn, by agreeing to the terms of this letter, is still in a position where he may have to fight for his water and be paid no damage for his last year's crop, which damage he is willing to waive under all the circumstances.

Unless this matter can be agreed upon by the 15th of October please file suit.

Yours very truly,

ED FLETCHER

HENRY M. FLINN

October First,
1 9 2 9

Mr. Harrison G. Sloane,
J. D. Spreckels Bldg.,
San Diego, Calif.

My dear Mr. Sloane:

I am returning the Blossom letter as written by
Mr. Lee in which Mr. Flinn and I both join in.

Mr. Flinn has asked for bids and cannot lower his
well to a level with Mr. Blossom and equip it for
less than \$1040.

Mr. Blossom's plant is so equipped and hooked up
that at any time he can divert water from one
water shed to another. After our past experiences
we are not taking any chance.

It must be a matter of contract and put on record or
in the courts, if necessary.

If Mr. Blossom will put up a check for \$1000 and will
sign a contract with Mr. Flinn and the owners of the
Flinn Springs property, the Grossmont Park Company,
not to take the water out of the water shed at any
time and recognizes the rights of Ed Fletcher getting
no compensation whatever for the damage done to the
Flinn Springs property owned by the Grossmont Park
Company then we can come to an agreement as definitely
agreed upon between Elmer Blossom and Fletcher but
which from every indication is now repudiated.

If this settlement cannot be made along the lines mentioned
above we have only one recourse and that is to file suit.

Mr. Blossom fails to take into consideration the fact
that Mr. Flinn, by agreeing to the terms of this letter,
is still in a position where he may have to fight for his
water and be paid no damage for his last year's crop,
which damage he is willing to waive under all the circumstances.

Unless this matter can be agreed upon by the 15th of October

Harrison G. Sloane
Attorney at Law
Suite 1230 Bank of Italy Bldg.
San Diego, California

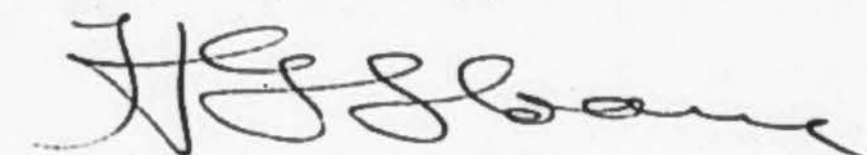
October
4th
1 9 ... 2 9

Mr. Ed Fletcher, Jr.,
1024 Ninth St.,
San Diego, California.

Dear Ed:

Sec. 39 of the Workmen's Com-
pensation Insurance and Safety Act,
provides that the Manager of the fund
may decline to insure any risk in which
the minimum requirements of the Com-
mission with regard to construction,
equipment and operation, are not ob-
served, or which is beyond the safe
carrying of the State Compensation In-
surance Fund; but he shall not have
power or authority except in such cases,
to refuse to insure any compensation
risk tendered with the premium there-
for.

Yours very truly,



HGS.AW

2

please file suit.

Yours very truly,

EF:AK

October Fourth,
1 9 2 9

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

My dear Harrison:

Enclosed find letter which is explanatory. Kindly
return at your convenience.

Yours very truly,

EP:AK

Harrison G. Sloane
Attorney at Law
Suite 1230 Bank of Italy Bldg.
San Diego, California

October
F i f t h
1 9 2 9

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

Dear Col. Fletcher:

We are reluctantly accepting the
Real Estate Contract guaranteed by your-
self, in lieu of \$450 due to us on fees.

In order that our charges may never
accumulate again to such a staggering total,
we will plan to sue you on the first day of
each month if real cash is not forthcoming
on current accounts!

This is accepted on the understanding
that your office will keep on making collec-
tions and will remit to us quarterly on the
interest paying dates.

Yours very truly,

H. G. Sloane

HGS:AW

25' 255- 100
50.
15-00 2 50.
7.76 25
250.
475

Aug 30
Sept 10
Oct 10

701
4000
109121

September 30, 1929.

Mr. Harrison G. Sloane,
J. L. Spreckels Bldg.,
San Diego, California.

My dear Harrison:

Confirming our telephone
I owe you \$450.00 that I want to clean up. I have
the following contract:

Original amount \$750.00
Balance due 450.00, payable at the rate of
\$25.00 per month, bearing 7 percent interest on unpaid
balances, interest payable each 3 months; interest
is paid to August 6th, 1929.

It is a contract signed by Arthur A. Carswell, for the
purchase of Lot "C", Fletcher's Subdivision, at Lemon
Grove, and the parties are responsible.

I will guarantee it and make the
payments myself if any are overdue. The lot is improved,
adjacent to our paved highway and is in the La Mesa
Irrigation District.

Hoping this is satisfactory to
you, I am

Yours very truly,

EF:KLM

Charge C 7 Stern 250 270 250.00

or Contracts 450

\$ 250.00
Stern

October Seventh,
1 9 2 9

Mr. Harrison G. Sloane,
J. D. Spreckels Bldg.,
San Diego, Calif.

My dear Harrison:

Answering yours of the fifth will say that I appreciate
your advance notice.

We will make collections without any charge and remit
to you as the money comes in. If we don't get it
we will pay it any how.

Sincerely yours,

EF:AK

[illegible]

October Fifth,
1 9 2 9

Mr. Harrison G. Sloane,
J. D. Spreckels Bldg.,
San Diego, Calif.

Dear Mr. Sloane:

Answering yours of September twenty-fifth I did not sign a note. I only signed a subscription paper and signed for \$5000 and paid \$1000 and got my stock for it.

It was an agreement to purchase stock but when they did the foolish things that they did, leading them right to bankruptcy, in my opinion, I refused to sign up any more.

Yours truly

EF:AK

October Eighth,
1 9 2 9

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

My dear Harrison:

I am sending you the original and three copies of letter.

You had better send two copies to Lee and get a decision from Blossom.

Yours truly,

EF:AK

October Eighth,
1 9 2 9

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

My dear Harrison:

Answering your letter of the third from Stearns, Luce and Forward by Mr. Lee will say I am only asking for a definite agreement that you two attorneys can easily prepare, either one of you, to the effect that the Los Coches watershed is entirely separate and that no water will be diverted from the Los Coches watershed into the Blossom watershed.

I am glad to see that Mr. Blossom is seriously considering a mutual water company, something I suggested to him a year or two ago and he would not consider it then.

I believe we can get Mr. Flinn to join a mutual water company although he protests against it at the present time.

If Mr. Blossom will agree with my contention that Los Coches watershed is entirely separate from the Blossom watershed, that is the only point in controversy between us.

My understanding is that Mr. Blossom's own engineer has told Mr. Blossom that it is a separate watershed. Once this point is settled I will then be able to use what influence I have with Flinn to get everything else straightened out but until that time there can be no compromise.

Please find out what their pleasure is in the matter and try and get an answer before the 15th of October, please.

Yours very truly,

EF:AK

ED FLETCHER

October Tenth,
1 9 2 9

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

Dear Mr. Sloane:

Here is the petition for reduction of assessment.

Is this all the protest that is necessary and does it give them the right to bring suit?

Please let me hear from you by return mail and return this petition with your statements.

Yours truly,

EF:AK

October 16, 1929.

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

My dear Mr. Sloane:

Would you be so kind as to
acknowledge the enclosed deeds.

Also please examine the deeds
from me to Miss May and her deed back to my sister
and myself as joint tenants and see if it is in
proper form.

Thanking you, I am

Yours sincerely,

KLM

Harrison G. Sloane
Attorney at Law
Suite 1230 Bank of Italy Bldg.
San Diego, California

October
18th
1929

Mr. Ed Fletcher,
1024 Ninth St.,
San Diego, California.

Dear Col. Fletcher:

I have talked to Mr. Turrentine further
with regard to your subscription to Southlands
Company. He showed me some voluminous con-
tracts, which show the relationship of the
stockholders, contributors, trustee and credit-
ors; but I did no more than look at the outside
of it, because it would take a week to figure
out where everybody stands in that mess.

Turrentine says that all but three others
of the subscribers have come across and I think
they will take a note from you, if you do not
find it convenient to pay in cash.

I am not saying that you could not beat
out this subscription, or perhaps get them to
cut it in half; as I say, I have not gone to
the bottom of it; but it was handled by good
lawyers and a great deal of money has been al-
ready paid in, so that my off-hand guess is,
you could be compelled to pay up in the end.

The mere fact that the Committee did not
exercise the best judgment would not invalidate
the powers of the Committee, nor the subscription
to funds which they were authorized to expend.

Very truly yours,

H. G. Sloane

HGS.AW

October 21, 1929.

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

My dear Mr. Sloane:

In doing business in the future with brokers, is it a fact that the state law prohibits any commission in excess of twenty-five percent? How much in addition to that can I reasonably pay for office expense and incidentals.

Is there any objection to, or would it simplify matters if I made a contract with a broker on a net figure, and let them have anything they can make over and above that. In other words, it would be sort of an option for a definite length of time, based on a contract to sell so much property at so much a month.

Can we insist upon having inserted in any contract which the broker may make a clause stating my definite liability. To illustrate: Where I make a price of \$2500.00 to the broker, and he sells it for \$4000.00 to an outsider, would you suggest such a clause being put in the contract so there is no ifs and ands about it.

Yours very truly,

EF:KLM

October Twenty-third
1 3 2 9

Mr. Harrison G. Sloane,
J. D. Sprackels Bldg.,
San Diego, Calif.

Dear Mr. Sloane:

This will introduce Mrs Wright and Mrs. Wells of El Cajon,

They will show you a letter from Mr. Graves that is explanatory.

What redress if any have we, please.

Yours very truly,

EF:AK

October 26th, 1929.

Mr. Harrison Sloan
John D. Spreckels Building
San Diego, California.

My dear Harrison:

Mr. Stern and I made a contract to buy the Murray Estate interest in the Coyote Water Company, formerly the old San Diego Flume Company.

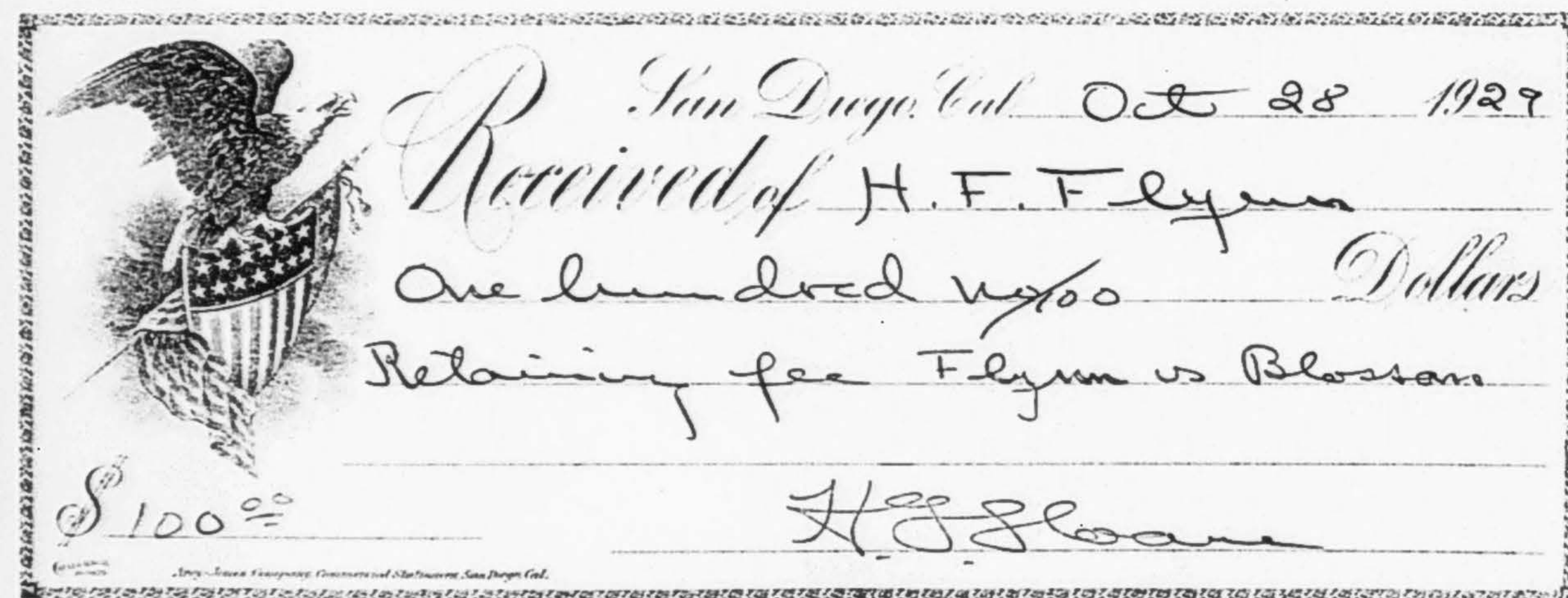
Enclosed find copy of contract between the Murray Estate and Stern and me.

The El Cerrito Park Company sues us on the old San Diego Flume Company contract.

Enclosed find Stern's letter showing you the yellow attitude he takes. As you know, we are going to compromise this case, but if you can write me a letter stating you have seen the contract between the Murray Estate and Stern and myself, and if you can say there is a moral if not a legal obligation for Mr. Stern to assume one half the expenses, a letter that I can send up to Mr. Stern, and particularly if he has a legal obligation to pay his share in any litigation with the El Cerrito Park Company, I will appreciate a letter of this kind, as it will keep me from paying all this loss.

The facts are the San Diego Flume Company deeded to James A. Murray the entire property wherein James A. Murray assumed all the obligations. Later on, Ed Fletcher was deeded an undivided 1/6 interest in that property described in that instrument dated June 1st, 1910, San Diego Flume Company to James A. Murray.

I never assumed any moral obligations than Mr. Stern and I am in the same position that Mr. Stern is. The question is, did Stern and I assume the obligations of the San Diego Flume Company in its contract with the El Cerrito Park Company when Stern and I bought out the Murray interest as per contract which I am sending over to you, and which I want you to immediately return as it is the only record I have. In the deed from Murray to me, I assume no obligations of the San Diego Flume Company when I took over a deed from Murray to 1/6 interest as I signed nothing and it seems to me that Stern and I are



Mr. Harrison Sloane -2-

10-26-29

both in the same position and that in the final analysis it is the Murray Estate that would get stuck if any judgment was secured against me by the El Cerrito Park Company.

Please return papers with the letter that may help me out if you think it is the proper thing to do.

Yours very truly,

EF:CMF
Encl.

Harrison G. Sloane

Attorney at Law
Suite 1230 Bank of Italy Bldg.
San Diego, California

October
Twenty-Eighth
1929

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

Dear Colonel:

I am inclined to think that Charles F. Stern and the LaMesa Lemon Grove Spring Valley Irrigation District, are just as much liable on account of the old water contracts as you are; but inasmuch as I have already expressed my opinion that you are not liable, it is not strange that they do not take the matter very seriously either.

It is chiefly a question of policy and if a few hundred dollars will quiet Mr. Smith and, in the process, other claimants are not stirred up to assert the same demands, that is the easiest way out of the matter, and all persons who have any possible liability might very well contribute to the fund.

Yours very truly,

H. G. Sloane

HGS.AW

Harrison G. Sloane
Attorney at Law
Suite 1230 Bank of Italy Bldg.
San Diego, California

October
Thirtieth
1929

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

Dear Colonel:

This is in further reply to your inquiry regarding maximum commissions to Real Estate Brokers. I did not know of any law which restricts the amount of commissions which may be paid.

To make sure that the State Real Estate Department did not have some regulation aiming in this direction, I wrote to them and have, this morning, their reply, in which they state there is nothing which really limits the amount of commission which an owner may pay an agent, except a contract of employment between an owner and an agent. This is my own opinion, as well.

Yours very truly,

HGS.AW

H G Sloane

Harrison G. Sloane
Attorney at Law
Suite 1230 Bank of Italy Bldg.
San Diego, California

November
Seventh
1929

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

Dear Colonel:

Lawrence Turrentein has been after me two or three times about the Southlands subscription. He says that if we do not make suitable arrangements with him this week, he will have to file suit.

Very truly yours,

H G Sloane

HGS.AW

12-10-29

Harrison G. Sloane
Attorney at Law
Suite 1230 Bank of Italy Bldg.
San Diego, California

November
9th
19 .. 29

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

My dear Colonel:

I take it that what you want for the Boy Scout Camp is that the land be deeded to San Diego Trust & Savings Bank, as Trustee, they to hold the land for the use and benefit of the Local Boy Scout Organization, so long as the property is used for that purpose and under the conditions which you will specify; if these conditions and purposes are not carried out, the property to be deeded back to you.

This can be done, with the consent of the Trustee; but, it occurs to me that a simpler way would be to deed the property outright to the *Scouts* Local Corporation, if there is one, and put in the Deed conditions subsequent which would insure you of the same things. That would not be practicable unless the Boy Scouts have a local Corporation, however.

I will take the matter up with the Bank, and, in the meantime, you might send me the legal description, which will be necessary whatever form is followed.

Yours very truly,

H G Sloane

HGS:AW
CC for S.D.Tr. & Sav. Bank.

November Fifteenth,
19 .. 29

Mr. H. G. Sloane,
Bank of Italy Bldg.,
San Diego, Calif.

My dear Harrison:

Enclased find letter from O'Melvenoy, Tuller & Myers that may be of interest.

What is your reaction to this?

What I want to know is when does it become illegal or unconstitutional?

Sincerely yours,

EF:AK

Harrison G. Sloane
Attorney at Law
Suite 1230 Bank of Italy Bldg.
San Diego, California

November
16th
19 .. 29

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

Dear Colonel:

I am not acquainted with Mr. A,
and do not know Mr. B. You will have
to send me a copy of your letter of
November 6 to O'Melveny, before I can
tell what he is talking about.

Yours very truly,



November Eighteenth,
1 9 2 9

Mr. Harrison G. Sloane,
Bank of Italy Bldg.,
San Diego, Calif.

My dear Harrison:

Since you are not acquainted with Mr. A and do
not know Mr. B, I am enclosing copy of my
letter to Mr. O'Melveny under date of November
6th, all as per your request of November 16th.

Yours very truly,

AK

November Twenty-sixth,
1 6 2 9

Mr. Harrison G. Sloane,
Bank of Italy Bldg.,
San Diego, Calif.

My dear Harrison:

Enclosed find check for \$2.00 to Sheriff Ed.
F. Cooper and all papers in relation thereto.

Please forward check if papers are o.k.
and return papers explaining same to me.

Yours truly,

EF:AK

November 29, 1929.

Mr. Harrison G. Sloane,
Bank of Italy Building,
San Diego, California.

My dear Harrison:

Enclosed find deed to you
and your Dad, which I send with much pleasure and
hope you will enjoy it together.

Yours sincerely,

EF:
KLM

U
November Twenty-ninth,
1 9 2 9

Mr. Harrison G. Sloane,
Bank of Italy Bldg.,
San Diego, Calif.

Dear Harrison:

Regarding the Denison matter, enclosed find copy of
letter from the Deputy Commissioner that is
explanatory.

Does this not go a long way toward off-setting
any statement of Denison's men?

How much importance would you put on this statement
of the Real Estate Department?

Yours truly,

EF:AK

Harrison G. Sloane
Attorney at Law
Suite 1230 Bank of Italy Bldg.
San Diego, California

December
2nd
1 9 .. 2 9

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

Dear Col. Fletcher:

I am in receipt of the deed to my father
and myself covering the Cuyamaca lot.

This is much appreciated, and our only
regret in that connection is that our mountain
capital is pretty well tied up over at Kentwood,
where its expenditure has never aroused any
enthusiasm from us.

As soon as you get the highway paved
across to Julian, we will be able to put the
Kentwood house on skids and bring it over where
it belongs! In the meantime, it is nice to
be your neighbor to the extent of having the
2" iron pipe, as per Licensed Surveyor's map.

Yours sincerely,

H.G. Sloane

HGS.AW

December fifth,
1 9 2 9.

Mr. Harrison G. Sloane,
Attorney at Law,
Bank of Italy Building,
San Diego, California.

My dear Mr. Sloane:

Will you prepare a Protest this morning to the Board of Supervisors on behalf of Mary H. Murray against the Murray Hill and El Cajon Heights property north of Grossmont in the matter of work and improvement, in, over, along and across portions of Camino Del Rio, et al, located partly in unincorporated territory of the county of San Diego and partly in the city of San Diego, going into the College Sewer District, as per Resolution No. 51791. Attached hereto is a legal description of the property located in San Diego County, California, There is approximately three hundred acres.

The reasons for protest are as follows:

1. No benefits. The sewer line when completed being at least five miles away.
2. The land between the State College and Mrs. Murray's property is mostly unoccupied, poor soil, not in the Irrigation District, has no possibilities of getting water, is rough and not susceptible to subdivision development successfully.
3. That the land of the protestant is not in the La Mesa Irrigation District and has no visible supply of water, and no intention of developing the property of the protestant for years to come.

#2.

4. That any assessment whatever will be purely a donation, illegal, etc.

Yours very truly,

LEGAL DESCRIPTION

MARY H. MURRAY PROPERTY IN COLLEGE

SEWER DISTRICT.

Lots 1 to 5 inclusive, Block 32.

Lots 1 to 7 inclusive, Block 31.

Lots 5 to 9 inclusive, Block 30, all of El Cajon Heights,
Rancho El Cajon, San Diego County, California, as per
map on file in the County Recorder's Office of said
county.

Also all of Murray Hill, San Diego County, California,
as per Map No. 1342, accepted by the Board of Supervisors
June 7, 1921, and filed of record in the Office of the
County Recorder, San Diego County, Calif., June 8, 1911.

December Sixth,
1 9 2 9

Mr. Harrison G. Sloane,
Bank of Italy Bldg.,
San Diego, Calif.

My dear Harrison:

Answering yours of December fourth, the Bank
has demanded payment and I have paid and have
had the notes assigned to K. L. May.

I have taken possession of the property, paying
all the expenses in the maintenance of same
and have ordered a new lock put into the door
and ordered the man in charge, Mr. Briggs to
order Mr. Roe off if he comes down there.

I am planning to sell the bulbs shortly and
apply same to the note and I am also planning
to sell an acre of land of the ground and
build immediately.

As no agreement is on record I hope I wont
have to go to any expense of any foreclosure
of any kind either chattel mortgage or otherwise.

I assume that the Bank had better not attempt
to sue Roe on the notes but notify Roe that he
is in default and that I have had to pay.

I don't want to be tied up with this in the
sale of bulbs or in the sale of the property
in any way. I have got new deals on, What
is your advice.

Yours very truly,

EF:K

Harrison G. Sloane
Attorney at Law
Suite 1230 Bank of Italy Bldg.
San Diego, California

December
Tenth
1929

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

Dear Col. Fletcher: - Re Quiet Title
versus Mortgage.

If you are not able to get the Title Company to write the Certificate clear of the Mortgage, you might have this in mind in dealing with the present owners of it.

If they have forgotten all about the existence of the mortgage, a suit to quiet title could be filed in general terms, making no special mention of the mortgage. Then, if they do not plead the mortgage, and allow the case to go by default, you would get a decree quieting title.

If their attention is called to the mortgage and they set it up as a claim against the land, it would, as I explained to you, defeat the purpose of the suit.

Yours very truly,

H. G. Sloane

HGS.AW

January Sixteenth,
1930

Mr. R. K. Walter,
c/o Nazareth Waist Co.,
366 Broadway,
New York, N. Y.

My dear Russ:

Enclosed find copy of letter from Sloane that is explanatory.

I think you out to write Brown any way as I have told him you would but I do want to see you before you write him.

You can see that whether the Murray Estate likes it or not the title is good and it is a serious question whether it is worth while to even go into court to clear the title.

Sincerely yours,

EF:AK

December 13th, 1929.

Mr. Harrison Sloane
Bank of Italy Building
San Diego, California.

Dear Mr. Sloane:

Pursuant with Mr. E. M. Elliott's conversation with
you, I am enclosing copy of his letter to Colonel
Fletcher.

Yours very truly,

Secretary to Colonel Fletcher.

GMF.
Encl.

December Thirteenth,
1 9 2 9

Mr. Harrison G. Sloane,
Bank of Italy Bldg.,
San Diego, Calif.

Dear Mr. Sloane:

This will introduce Mr. Elliott who wants to have
a good talk with you on a matter of mutual interest
and any courtesy you can extend him and the use
of your library will be appreciated.

Yours very truly,

EF:AK

*Andrews -
4016 N. - 1/2*

Ed, Jr.

See me about this.

EF

12-17

G. Sloane
y at Law
nk of Italy Bldg.
California

ember
5th
... 2 9

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

Dear Col. Fletcher:

I have gone over Mr. Elliott's
letter of December 13, 1929, also had
some conversation with him.

From a legal point of view, his
project is perfectly feasible. The plan
is quite similar to that which California
Land Buyers Syndicate employs. You are a
better judge than I am of its feasibility
from a business standpoint.

Personally, I am very doubtful
whether this is an appropriate time to
float an issue of that sort. Ed Jr. prob-
ably has some ideas on the subject, so I
will refer you to him.

Very truly yours,

H. G. Sloane

HGS:AW

December Twentieth,
1 9 2 9

Mr. Harrison G. Sloane,
Bank of Italy Bldg.,
San Diego, California.

My dear Harrison:

Enclosed find report from Herbert De Graff that
is explanatory.

I own \$12,500 in preferred and common stock
in this company. They seem to be a private
family corporation. They have been trying to
force me to sell for \$3,000 - all my interest.

Is there any way of pushing them in court to
come thru and declare dividends? Is there any
way to squeeze their tails and make them come
across or have I just simply got to hang on
for years to come?

Please return all papers with your comments.

Is it true that a minority stock holder has
no show on earth for his white alley?

Sincerely yours,

EF:AK

Harrison G. Sloane
Attorney at Law
Suite 1230 Bank of Italy Bldg.
San Diego, California

December
16th
19 ... 29

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

Dear Col. Fletcher:

I have gone over Mr. Elliott's
letter of December 13, 1929, also had
some conversation with him.

From a legal point of view, his
project is perfectly feasible. The plan
is quite similar to that which California
Land Buyers Syndicate employs. You are a
better judge than I am of its feasibility
from a business standpoint.

Personally, I am very doubtful
whether this is an appropriate time to
float an issue of that sort. Ed Jr. prob-
ably has some ideas on the subject, so I
will refer you to him.

Very truly yours,

H. G. Sloane

HGS:AW

December Twentieth,
1 9 2 9

Mr. Harrison G. Sloane,
Bank of Italy Bldg.,
San Diego, California.

My dear Harrison:

Enclosed find report from Herbert De Graff that
is explanatory.

I own \$12,500 in preferred and common stock
in this company. They seem to be a private
family corporation. They have been trying to
force me to sell for \$3,000 - all my interest.

Is there any way of pushing them in court to
come thru and declare dividends? Is there any
way to squeeze their tails and make them come
across or have I just simply got to hang on
for years to come?

Please return all papers with your comments.

Is it true that a minority stock holder has
no show on earth for his white alley?

Sincerely yours,

EF:AK

EF:GMF

HGS . AW

December Twenty-first,
1 9 2 9

Mr. Harrison G. Sloane,
Bank of Italy Bldg.,
San Diego, California.

My dear Harrison:

Enclosed find bill. Should you not pay these
bills so we can get our money back if and when
we win?

Would this not be one of the expenses?

Wishing you the Compliments of the Season, I am

Yours very truly,

EF:AK

Harrison G. Sloane
Attorney at Law
Suite 1230 Bank of Italy Bldg.
San Diego, California

December
Twenty-Third
1 9 2 9

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

Dear Col. Fletcher: Re - San Diego Athletic ✓
Club Notes.

I understand that you contemplate endors-
ing new notes of San Diego Athletic Club, upon
which you will not have Mr. Robinson as a co-
endorser.

It is my understanding that if you and
Mr. White are required to pay off the present
notes, you may then look to Robinson for con-
tribution of his one-third. Where you do not
pay off the old note, I am not so sure that
your rights continue. In effect, the Athletic
Club pays off the old note by giving a new one
and it is very likely that Robinson will take
the position that he is under no liability as
an endorser, because the Bank never required you
to pay the note.

It would seem that where you back the new
note by endorsing it, you should be protected
from ultimate liability to the same extent, and
and I do not know what more can be done to pro-
tect yourselves than to have the bank assign
the note to a third party, who will keep it
alive as the original evidence of the debt.

Of course, the Club on executing the
new note, is entitled to be relieved from the
first one, and Miss May should give them a let-
ter explaining just what is the purpose of taking
the note rather than canceling it.

Very truly yours,

HGS.AW

H. G. Sloane

6.50
6.00
M 2-27-8
sheet
cragg

Harrison G. Sloane
Attorney at Law
Suite 1230 Bank of Italy Bldg.
San Diego, California

December
Twenty-Fourth
1929

Wentworth
San Diego

Mr. Ed Fletcher,
1024 Ninth St.,
San Diego, California.

Dear Col. Fletcher: Re - Fairbanks vs.
 South Coast Bank.

You are partly right with regard to the bill of \$28.40 due Western Printing Corporation for printing brief in the above matter. That is to say, this is one of the expenses of the appeal which the respondents will have to refund if we win out in the end. However, for the present, you are the one who is elected to pay the bill.

I am putting in the work, but you are supposed to pay for this printing as you did for the first brief which we put in. This is the last publication which we have to make, however.

Yours very truly,

HG Sloane.

HGS.AW

Best Holiday wishes
to all the Fairbanks
HGS

Clay-
checked
12/27/29

Harrison G. Sloane
Attorney at Law
Suite 1230 Bank of Italy Bldg.
San Diego, California

December
Twenty-Seventh
1929

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

Dear Col. Fletcher:

I am enclosing a copy of a letter to Henry Flinn, showing developments in the Blossom matter.

I do not know that you have been advised of the attitude which Mr. Blossom has taken in his answer. In this he seems to be going back to his original proposition that Blossom Valley is a part of the same water shed as the Flinn Creek Valley.

He also alleges that he has tapped an independent stream of water in his well and that Blossom's well is merely in the surface seepage and is not affected in any way by the increase or diminution of the deeper stream. This is a matter very largely for expert opinion and Flinn is likely to be handicapped unless he can have the support of some acknowledged authority in the subject of underground water. The physical facts which we have under observation are sufficient to convince me, and perhaps will convince the court all right, but if Blossom throws up a smoke screen of expert opinion, the court may get mixed up and decide wrong.

Yours very truly,

HG Sloane

HGS.AW
Enclosure.

December
Twenty-Fourth
1929

Mr. Henry Flinn,
R.R.No. 2,
El Cajon, California.

Dear Mr. Flinn:

Mr. Blossom's attorneys notify me that after January 1 they will not pump any more water for you. From what you said the other day, I assume that your own well will be available by that time, but you should make your arrangements before the close of the year.

Elmer Blossom says that he made an examination of your well last Sunday and it has the same water level as back in September. Lee tells me that they are having someone keep track of it and that the water is not raising materially. It is very important that we have an absolutely reliable check on this, and I will have to leave it to you to see that the measurements are made by some disinterested party and in a manner which cannot be upset.

Lee reports, also, that the wells in Blossom Valley and elsewhere are now rising, in spite of the fact that there has been no rain. He attributes this to the fact that there is no irrigation going on now and the water level is raising everywhere. His point, of course, is that if yours is raising it is not due to the fact that Blossom has stopped pumping, but because the people above you have stopped pumping.

Very truly yours,

HGS.AW

HARRISON G. SLOANE

December Thirteenth,
1929

Mr. Harrison G. Sloane,
Bank of Italy Bldg.,
San Diego, Calif.

My dear Sloane:

I suggest that you get T. H. King over there to talk about the Flinn matter.

Get the court to go out and they will see that it is two different water sheds. Get the topographic map and it will show two different water sheds.

The above is the only suggestion that I can make.

Yours very truly,

EF:AK

Harrison G. Sloane
Attorney at Law
Suite 1230 Bank of Italy Bldg.
San Diego, California

June
Twelfth
1930

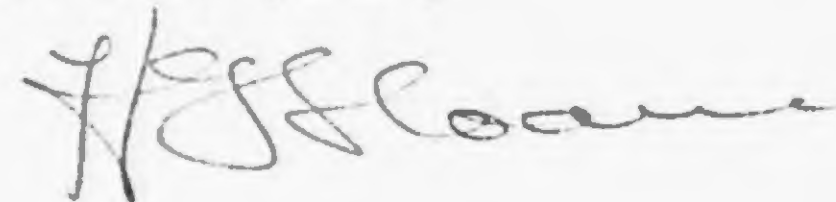
Col. Ed Fletcher,
1024 Ninth St.,
San Diego, Calif.

Dear Col. Fletcher:

You may make a deed in this fashion:

Ed Fletcher and Mary Fletcher,
husband and wife, hereby grant
to said Ed Fletcher and Mary C.B.
Fletcher, as joint tenants, with
the right of survivorship, all
real and personal property in
the county of San Diego, State
of California, now standing in
the name of us, or either of us,
and/or with which we may hereaf-
ter become vested as individuals.

Very truly yours,



HGS:AW
Enclosures.

Harrison G. Sloane
Attorney at Law
Suite 1230 Bank of Italy Bldg.
San Diego, California

June
Twenty-Sixth
1930

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

Dear Colonel: Re - Santa Margarita Waters.

It is dangerous for me to venture any
opinions on the Santa Margarita water question
without having the decision of Judge Jennings
before me, or better still, until the Supreme
Court has reduced all the questions to final
law.

It is my general understanding, however,
that the Vail case determined merely the pro rata
division of riparian waters. It does not determine
ownership of the waters, nor does it make any divi-
sion of the water itself. It is simply the use
of the water as distributed amongst riparian own-
ers that is adjudicated. This adjudication is
made on the assumption that all of the water will
be required on the riparian lands, that is, those
lying within the water shed and bordering in the
present parcels on the stream.

If there is any surplus above that required
by riparian owners, it would be subject to disposi-
tion such as you suggest - that is, pumping or
diversion to other coastal lands outside of Santa
Margarita water shed. This probably would require
an application to the Water Commission and proof
that there is surplus water.

As a practical matter, an attempt to use water on
those lands outside of the water shed would operate
in this fashion: The Santa Margarita people would
start pumping and diversion to their lands outside,
the Vails would then increase their pumping above
the proportion allotted to them. Any objection to
this would be met with the argument that they are
not infringing on any of the riparian rights, because
enough water is going through both ranches to leave
a surplus and if the Santa Margarita people want more
water for riparian use they are free to go ahead and

Col. Ed Fletcherpage 2.

take it out and not until the surplus has been exhausted will they have any complaint against the upper diversion.

To carry the situation a step further, if there is water which is not needed for the riparian uses of the Santa Margarita ranch, any outsider could come in and divert the surplus, or the Vails could divert the surplus before it came down to Santa Margarita ranch.

The distinction which you apparently did not have in mind in framing your inquiry, is that any riparian owner is entitled to take out water and apply it to his land within the water shed, so long as by doing this he does not deprive a lower owner of the use of water which is actually required on the lower lands. If the lower owner is using no water, or only a part of what might be beneficially applied, the restrictions are removed from the upper proprietor until the needs of the lower are asserted.

I would say, therefore, that any application of water from the Santa Margarita outside of the water shed would not be of a permanent nature.

Yours very truly,

H. G. Sloane

HGS.AW

Harrison G. Sloane
Attorney at Law
Suite 1230 Bank of Italy Bldg.
San Diego, California

July
E i g h t h
1 9 . 3 0

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

Dear Col. Fletcher:

In the Flinn case, the judgment backed up the only guarantee which I made in the case, by including a permanent injunction against Blossom's taking any water outside of Los Coches watershed. In addition to that, the court held that Flinn and Blossom are entitled to divide the available water in the ratio of their irrigable acreage - that is, ten parts to Blossom and five parts to Flinn. He figured out a pretty fair way of dividing this, which requires Flinn to put his well down until it hits bed rock, after which Blossom will have to allow water to stand five feet deep in the Flinn well.

The court allowed nothing for damages. Inasmuch as we had no very definite proof and, in any event the injury was suffered by Henry Flinn and not by the plaintiff, who owns the property.

Yours very truly,

H. G. Sloane

HGS.AW

COPY

August
F i f t h
1 9 . 3 0

Mr. W. O. Spurlock, ✓
Route 4, Box 292,
Anaheim, California.

Dear Sir:

Ed Fletcher has requested me to institute whatever steps are necessary to effect collection of your note and interest.

Doubtless you understand that the interest being in default, he has a right to declare the whole principal due, and this he has done. However, I believe you can make some arrangement with him which will not be as severe as a foreclosure for this amount and I would suggest that you do so immediately; otherwise he has instructed me to turn the matter over to the Trustee under the Deed of Trust and foreclosure proceedings will follow, with the consequent increase in expense.

Yours very truly,

MARRISON G. SLOANE

HGS.AW

CC to Mr. Ed Fletcher.

*Sale
Spurlock*

November 22, 1931.

Mr. L. M. Smith;
Route 335,
Santa Ana, California.

My dear Mr. Smith:

Confirming our conversation, will say that, before making any deal with Mr. Spurlock, I had a Santa Ana bank check up his responsibility. The bank reported very favorably. I now find out it was the son who signed the trust deed and not his father, and the son is not responsible.

I paid a 10% commission on this sale in cash and am out \$1750.00 of my own money. The first payment was a \$2500.00 trust deed on three acres adjoining you.

Mr. Spurlock has not extended me the courtesy of a visit to try and straighten this matter up. He has answered none of my letters and it's only a matter of time when the property will be sold at the court house under foreclosure of trust deed for cash and a deficiency judgment of many thousands of dollars will hand over his head for life, unless something is done immediately.

I offered Mr. Spurlock to accept \$1500.00 in cash, although I had put up \$1750.00 of my own money in paid commissions, and, if Mr. Spurlock accepted it, he would have back his \$2500.00 trust deed, be relieved of any obligations in San Diego County on the property he purchased from me, and I would take the property back, although I have been out my interest, been to a lot of expense in preparing the papers, filing, certificate of title, and out the use of the land.

Mr. L. M. Smith
Page 2.

I find that Spurlock has never even paid for the pipe that he bought, running into several hundred dollars. He has never paid the irrigation district for water and owes them \$75.00 for a meter as well. Spurlock went off and left that property with three hundred trees, neglected and dying. Mr. Briggs telephoned me that they were dying so I sent my man over to save them and have been paying for their care ever since.

I went to Santa Barbara, saw Mrs. Spurlock, left a letter with an offer along the lines above suggested. Mrs. Spurlock stated that the three acres of avocado land on which I have a second trust deed was being properly taken care of and that they wanted the place themselves. She pledged that she would have him immediately write me a letter accepting or rejecting my proposition. As Mr. Spurlock was out in the oil fields and it was seven o'clock at night, I could not wait and took her word for it, returning to Los Angeles. This was two weeks ago and I have never heard a word from Mr. Spurlock. I feel I have been treated shamefully.

If you have someone who desires to buy the property, I am still willing to go ahead with the original deal and give possession of the land again the first of April next, providing you can get an assignment from Mr. Spurlock and will pay up the delinquent interest and expenses. In this way, Mr. Spurlock can be relieved of the obligation, providing you can get someone else to buy.

I have leased the land to Mr. Briggs for \$35.00 an acre cash rent to April 1st, in order to get some revenue out of it.

I have the right, under my trust deed, to take possession and handle it as best I can, but in this case it will be for Mr. Spurlock's interest if you get an assignment from him and decide to take the property yourself or sell it to others.

It is the cheapest piece of property that I know of, and well located, as you know. Please let me hear from you by return mail.

Yours very truly,

EF/EC Please find out if Mr. Spurlock is paying the principal and interest on the \$700.00 loan and first mortgage on the 3 acres of avocados on which

November Twenty-fourth,
1 9 3 0

Mr. L. M. Smith,
Route 365,
Santa Ana, Calif.

My dear Mr. Smith:

Enclosed find copy of letter that I have received from Mr. N. H. Welker who owns the first trust deed on the Spurlock property.

Mr. Spurlock is absolutely doing nothing in this matter and he is taking the wrong attitude. I shall have to take action to protect myself very quickly.

If Mr. Spurlock insists upon taking the action he does, once I put this thing thru a sale there will be no compromise.

Yours very truly,

EF:ASK

Ed Fletcher Papers

1870-1955

MSS.81

Box: 25 Folder: 23-24

**General Correspondence - Sloane,
Harrison - General Correspondence**



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