

HAROLD D. CUTLER
ATTORNEY AT LAW
409 PACIFIC BUILDING
MARKET AT FOURTH STREET
SAN FRANCISCO 3, CALIFORNIA
EXBROOK 2-5175

February 18, 1952

Jefferson E. Peyser
Attorney at Law
1616 Mills Tower
San Francisco 4, California
Att: Mr. Pierce N. Stein

Re: Takahashi Trading Co. vs Daniel E. Sanderson
1661 Post Street ✓

Dear Sir:

In connection with your letter of February 14, 1952, it is submitted that the fact that the leaks in the packing room in the rear, in the front area, and in the bedroom have not been repaired is a matter of simple inspection. The Takahashis, who are living and doing business on the premises and who had to contend with leakage in these areas during recent rains, can certainly testify to such leakage. For your information Mrs. Takahashi had to use a bucket in her bedroom and increase in the damage elsewhere is quite obvious.

You indicate your opinion Mr. Sanderson has no legal obligation to perform any of the work in the Takahashi premises since the job was completed many months ago. This is contrary to the record. For instance, on March 9, 1950, Mr. Sanderson addressed a letter over his signature and on his letterhead to Takahashi Trading Company, 1661 Post Street, copy of which is enclosed for your information. This letter indicates rejection of the job and Mr. Sanderson's admission of inferior work and his agreement to repair the same. Furthermore, a conference was held at the premises with Mr. Sanderson and a representative of the State Contractor's Board during which these complaints were again discussed, and Mr. Sanderson again agreed to the necessary repairs. Since that time he has attempted some caulking himself, however, it is submitted that any caulking should properly be done by a person experienced in this type of work

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and that the caulking attempted by Mr. Sanderson personally has not been effective as to the admission indicated.

We, therefore, ask you to review the matter again and suggest that you might communicate with Mr. Eaton or Mr. Cleary at the Contractor's Board before a final decision is made by Mr. Sanderson.

Very truly yours,

Harold D. Cutler

HDC:W

cc: Takahashi Trading Company
1661 Post Street
San Francisco, California

February 7, 1952

Mr. Daniel E. Sanderson
942 Potrero Street
San Francisco, California

Re: Takahashi Trading Co.

1661 Post Street

Dear Sir:

I am advised by Mr. and Mrs. Takahashi that you have not effected certain repairs as agreed and promised by you. These pertain to the following:

1. Leak in packing room in rear. No improvement is noted here and the plaster is now in very bad shape from continued leakage.
2. Leakage in right front area of store-still continuing.
3. Leakage from roof into bedroom on second floor (second room from front)-still continuing.
4. Floor-no work has been done although measurements were taken by you.

It is suggested that the leakage items can only be properly repaired by competent craftsman skilled in this type of work. Your attention is also invited to resultant paint and plaster damage which should be repaired by you also.

Kindly advise me at once as to your intentions concerning all of the above items.

Very truly yours,

Harold D. Cutler

HDC:W

cc: Mr. and Mrs. Henri Takahashi
1661 Post Street
San Francisco, California