

January 5, 1922.

Mrs. James A. Murray,  
Fairmount Hotel,  
San Francisco, Calif.

My dear Mrs. Murray:

Am glad to inform you that the bridge is now open near Del Mar, and you can come via the coast to San Diego. We will be mighty glad to see you. Drop us a line a day or two ahead of time when you are coming.

The Guyanaca System is in very good shape for water, thanks to our heavy rains.

I hope you got the flowers O. K., and wishing you the Compliments of the Season, I am

Sincerely yours,

EF:KLM

13  
Dear Mr. Fletcher. Your letter was forwarded to me then. + I want to thank you for the olives - + am only sorry I can't have some right now. I have them chopped up. in hand with some - We arrived here from N. Y. day before & was tired, + soiled, it was very cold in N. Y. + please me. I could not

get-away any too soon -  
Eud, + Stuart, had the  
time of their young life. but  
they were glad to get home.  
I was going home immediately  
after New Year - but the  
bad roads - + also a  
little business will keep me  
here - about two weeks  
longer - by then I hope the  
bridges - will be in some  
condition. I could go to  
San Diego - around by

the Iowa House, + Puriklike built  
I hope -  
the house should be good for the  
Cyanaria - property - is fact - good  
for everything - orchards - + the few  
thousand from here on the place.  
And the children will you all  
a prosperous + happy New Year -  
+ hope - you are your best regards. to  
your best wishes. Sincerely yours  
Franklin.  
Mary H. Thomas.

January  
Fourteenth  
1922

My dear Mrs. Murray:

Today my attention was called to a certain act of Mr. Murray's, a short time before his death, that is typical of the man and his action has certainly warmed the cockles of my heart as nothing ever before has done.

Way back in 1913 a Mr. Sauer had some interest in, or represented some people, I believe, who controlled lands on the Linda Vista mesa. We had bought the bonds of the Linda Vista Irrigation District, something like \$500,000 worth and were trying to collect on same and dissolve the district in order to acquire the title to the property and make it possible for the bringing of the Warner's water onto the Linda Vista Mesa. I did a foolish thing at that time. I was so sure we were going to make that water development that I wrote a letter to Mr. Sauer stating that I was sure that the water would be on the Linda Vista Mesa within 5 years from date, and that Mr. Sauer could call me anything he wanted to if the water was not brought on the Linda Vista Mesa within the period mentioned.

As you know, the war broke out. It was impossible to finance, and it is only within the last few weeks that we have seen the possibility commencing to develop into a reality to put water on the Linda Vista mesa, altho the contracts are not signed up yet. However, it was a foolish letter to write, and if Mr. Sauer wanted to take advantage of it, he could have made me a lot of trouble with the public.

A short time before Mr. Murray's death he went down to Mr. Sauer's office and they were discussing me. Mr. Sauer informs me today that he had nothing but words of praise for me, but he did say to Mr. Murray that he never knew of but one foolish act I ever did and then allowed Mr. Murray to read this letter which I had written him. Mr. Murray became quite serious and thoughtful and then turned to Mr. Sauer and asked him if he (Sauer) would give Mr. Murray the letter. Mr. Sauer said, "No! I am not going to let you make trouble for Ed Fletcher, or tease him, because I think too much of him." Mr. Murray said, "I did not want it for that

February 2, 1922.

Mrs. James A. Murray,  
Monterey, Calif.

My dear Mrs. Murray:

Inclosed find copy of letter to Mr. Brown which is explanatory and for your information.

I shall follow your instructions in the matter whatever they are.

Hoping that you are feeling better and getting a good rest,

Very sincerely yours,

EF:AH

Copy sent to Loma Linda Sanitarium, Loma Linda, Calif.

purpose". And in answer to Mr. Sauer's question as to why he wanted it, Mr. Murray replied: "I think a good deal of Ed Fletcher. It was a foolish letter for him to have written. You are a newspaper man. You may get mad at Fletcher some day and in a spirit of revenge print that letter, and I do not want to see Fletcher embarrassed. If you give me the letter I will tear it up."

Mr. Sauer says he gave Mr. Murray the letter and he tore it up in Mr. Sauer's presence.

Mr. Murray never said a word to me about it during his lifetime, but it was a friendly act, and it showed the spirit of the man. It just makes me warm up to the memory of Mr. Murray as nothing ever did before.

If anyone questions the sanity of Mr. Murray, there is no man who will be more glad to testify in your behalf as to Mr. Murray's sanity than Mr. Sauer, as well as myself.

With kindest personal regards, I am

Very sincerely yours,

Mrs. James A. Murray,  
Monterey, California.

February 9, 1922

Mrs. James A. Murray,  
Monterey, California.

My dear Mrs. Murray:

Enclosed find copy of letter that I wrote Mr. Brown regarding this property. This property should be worth \$60,000 today, and under all the circumstances I hope you can see your way clear to recommend to Mr. Brown that the Morse Construction Company note be cancelled on the payment of \$1500.00.

I will appreciate anything you can do for me to get this deplorable matter straightened out.

With kind personal regards, I am

Sincerely yours,

EF:KLM

February  
Tenth  
1922

Mrs. James A. Murray,  
Monterey, Calif.

My dear Mrs. Murray:

Enclosed find shipping receipt for a few oranges, lemons and tangerines. It is a pleasure to send them.

With kind regards, I am

Sincerely yours,

EF:KLM

Loma Linda Sanitarium and Hospital  
LOMA LINDA, CALIFORNIA

Dear Mr Fletcher I am  
still here - but expect  
to leave tomorrow, & for  
some reason. I am not  
benefited this time, as  
I was before. I am so tired  
& worn out, I must go  
right home - may stay a  
day or two in Los Angeles  
en route -

Rec'd your note & ex

Loma Linda Sanitarium and Hospital  
LOMA LINDA, CALIFORNIA

press notice - thank I  
must be glad to get the  
rumors, & - strange - news  
they always taste better  
from your own place &  
also newly picked -  
hope Mrs Fletcher is  
feeling better - this place  
is good if she can stand  
it, the treatment. I  
think an wonderful -  
you know they are never

Day Adventists - but that  
does not hurt any.  
Loma Linda Sanitarium and Hospital  
LOMA LINDA, CALIFORNIA  
I think I will write home  
again later in the season.  
May be more of San Diego  
then.

Sincerely yours  
Mary H. Murray.

Feb 15

Sunday



Dear Mr Fletcher, /  
Certainly did receive them  
long ago - & still have  
them. Emma cuts the  
ends every day - by now  
they are about four inches  
long, & in a flat bowl -  
but the color is still  
lovely - they evidently were





Monterey, California  
February 28<sup>th</sup> 1922.

Mr. Ed Fletcher,  
San Diego, Calif.

My dear Mr. Fletcher:

In case you will record immediately a good and sufficient deed to Mary H. Murray of Monterey, California, to Lot "H", Block 46, of Horton's Addition, in the City of San Diego, on which is the building known as the "Fletcher Building", and used by you as your office building, I agree to return to you your note in the sum of \$42,000 dated December 31, 1918, payable to May A. Murray, whenever said property is free and clear of encumbrance in my name; the understanding being that commencing February 1st, 1924, you will commence paying me the sum of \$250.00 per month, the first of each month in advance, you to pay all taxes and insurance. This understanding to remain in force until the title is free and clear of encumbrance in my name.

In case, for any reason, you should be compelled to pay either principal or interest on the May A. Murray note above mentioned, by her or her assigns, then in that case I will refund you any payments that you may make me after February 1st, 1924; otherwise this understanding is in full force and effect.

Yours very truly,

To be signed  
by Brown & Murray

enclosed  
with letter  
of Feb 23<sup>rd</sup>

Good

as soon as I do two or  
three things. Will start  
soon.

Mr A - doesn't seem to be  
disturbed over the latest  
development. in regard to the  
Murray affair - but I do  
to hate anything in the  
way of notoriety. All these  
boys want is money - outside  
of their mother's share -  
Hope to see you all soon -  
Regards to all -  
Clay H. Murray

May 31, 1922.

Mrs. James A. Murray,  
Monterey, Calif.

My dear Mrs. Murray:

Enclosed find copy of letter which I have received from Mr. Brown, which is explanatory, also copy of my letter in reply.

I was certainly surprised to hear from him, as you assured me I had nothing to worry about that note, and it was not necessary to put it in the hands of the administrator, according to my understanding.

When will it be convenient for me to meet you and where. I can come to Monterey, or meet you anywhere in California at your convenience.

I hope you are feeling better. The family are all well.

With kind regards, I am

Sincerely yours,

EF:KLM

June 8, 1922

Mrs. James A. Murray,  
Monterey, Calif.

My dear Mrs. Murray:

Thanks to you and Stewart I have secured an equitable adjustment of the Morse Construction Company matter, and it is deeply appreciated.

I feel sure that I can still be of service to you and yours and it will be a pleasure indeed.

Yours sincerely,

EF:KLM

cc- Mr. Haldorn

August 23, 1922

File 220-4

My dear Mrs. Murray:

Enclosed find copy of letter which is explanatory. I am sure you will be satisfied with the valuations placed on the property by the state inheritance tax appraisers. I have done the very best I could to keep the valuation within bounds.

Everything is going along as usual here, altho we have had so much rain this past winter we have not sold any water to the city at all.

The family are all well, and I understand you are improving very much. This I am more than glad to know. I hope to see you in the near future as soon as the state and government inheritance tax valuations have been determined.

With kindest personal regards to you and yours, I am

Sincerely yours,

EF:KLM

Mrs. James Murray,  
Monterey, California.

October 11, 1922.

220-4

Mrs. James A. Murray,  
Monterey, California.

My dear Mrs. Murray:

Inclosed herewith find report of our secretary in relation to the affairs of the Cuyamaca Water Company from September 1, 1921 to September 1, 1922, all of which is explanatory.

As I explained to you before, all of the \$45,629.51 for the reconstruction of the main flume was for the lining with two-ply rubberoid roofing with burlap center - 27 miles of flume, making it practically water-tight and good for the next seven or eight years. There is still three miles of flume that should be similarly repaired, but owing to our large supply of water it will not be necessary to go to that expense this year.

We had four or five thousand dollars of flood damage the last year, particularly on Chocolate Creek that had to be put in permanent condition, and this included a very heavy expense on pipe repairs last fall, as well as the installation of over 15,000 feet of new cast iron pipe this summer in Normal Heights to replace the old, and which had to be done. The Board of Supervisors was ready to make us trouble if we had not done so.

Our taxes alone were \$5,083 last year. This coming year, expecting no extraordinary flood damage, and our flume being in such good condition, we will be able to keep our maintenance and operating expenses down to around \$70,000, and my estimate of revenue for the coming year will be between \$115,000 and \$120,000.

Yours very truly,

EF:AH

Dear Mr. Fletcher:

I have been in New York since September last. Your letter was forwarded to me here - the one in which you so kindly offered to send me oranges and lemons. When I first arrived I got into the hands of doctors and they found I had a very large stone in my gall bladder - and I still have it. I hesitate to have an operation as it will upset me for a year anyway, and so far it hasn't troubled me except to upset my stomach - but I haven't had any extreme pain - as they say I have it coming.

I have received many letters from you, but I do not answer any business letters - what's the use of having a lawyer if I have to worry about the law part of it. I have confidence in Mr. Brown and feel he is doing the very best he can for Mary H. Murray. I will be so glad when my inheritance tax is paid, and I know where I am at.

Stuart and Enid are here. We all must appear in Montana to testify on the 20th of this month. I dread going up there on account of the cold.

Well this is all and I hope Mr. Fletcher all is well with you and yours - give my love to Mrs. Fletcher and I wish you all a fine and good Xmas and a prosperous New Year.

Sincerely yours,

MARY HAMMOND MURRAY.

Sunday - 10th.

Dear Mr. Fletcher:

I have been in New York since September last. Your letter was forwarded to me here - the one in which you so kindly offered to send me oranges and lemons. When I first arrived I got into the hands of doctors and they found I had a very large stone in my gall bladder - and I still have it. I hesitate to have an operation as it will upset me for a year anyway, and so far it hasn't troubled me except to upset my stomach - but I haven't had any extreme pain - as they say I have it coming.

I have received many letters from you, but I do not answer any business letters - what's the use of having a lawyer if I have to worry about the law part of it. I have confidence in Mr. Brown and feel he is doing the very best he can for Mary H. Murray. I will be so glad when my inheritance tax is paid, and I know where I am at.

Stuart and Enid are here. We all must appear in Montana to testify on the 20th of this month. I dread going up there on account of the cold.

Well this is all and I hope Mr. Fletcher all is well with you and yours - give my love to Mrs. Fletcher and I wish you all a fine and good Xmas and a prosperous New Year.

Sincerely yours,

MARY HAMMOND MURRAY.

Sunday - 10th.

Oct. 27, 1922

Mrs. James A. Murray,  
Monterey, California.

My dear Mrs. Murray:

Enclosed find copy of option signed by Mr. Brown and myself relative to the purchase of the Murray estate's ten-twelfths interest and also copies of my letter and telegram to Mr. Brown all of which is explanatory and simply to keep you posted.

I hope to be able to consummate this sale with every prospect of success, and am deeply grateful for the opportunity.

I believe that I will be able to get the \$200,000 from the Los Angeles Bank so that the state inheritance tax can be paid. I hope in the near future you can see your way clear to come to San Diego. In the meantime drop me a line when I can send you a mixed box of oranges and lemons, and do not hesitate to call on me any time you want them.

All well here.

I assume that everything Mr. Brown is doing is satisfactory to you, and if the above is satisfactory kindly write me a letter confirming same. However if there is any objection to what is done, kindly drop me a line on receipt of this, for I want to cooperate in every way.

With kindest personal regards, I am

Sincerely yours,

ED FLETCHER

EF:KLM

Oct. 27, 1922

Mrs. James A. Murray,  
Monterey, California.

My dear Mrs. Murray:

Enclosed find copy of option signed by Mr. Brown and myself relative to the purchase of the Murray estate's ten-twelfths interest and also copies of my letter and telegram to Mr. Brown all of which is explanatory and simply to keep you posted.

I hope to be able to consummate this sale with every prospect of success, and am deeply grateful for the opportunity.

I believe that I will be able to get the \$200,000 from the Los Angeles Bank so that the state inheritance tax can be paid. I hope in the near future you can see your way clear to come to San Diego. In the meantime drop me a line when I can send you a mixed box of oranges and lemons, and do not hesitate to call on me any time you want them.

All well here.

I assume that everything Mr. Brown is doing is satisfactory to you, and if the above is satisfactory kindly write me a letter confirming same. However if there is any objection to what is done, kindly drop me a line on receipt of this, for I want to cooperate in every way.

With kindest personal regards, I am

Sincerely yours,

ED FLETCHER

EF:KLM

Dec. 18, 1922.

Mrs. James A. Murray,  
Monterey, California.

My dear Mrs. Murray:

I acknowledge receipt of your letter from New York and sorry to hear that you have been under the weather. I do hope you will not have to have an operation.

I believe you have a mighty smart lawyer in Brown. I simply send you from time to time copies of letters just to keep you posted on what is going on and assume that you want me to. I will continue to do so unless you prefer it otherwise.

Please drop me a postal card when you expect to get back to California so I can send you and Stewart a box of oranges and lemons. Where shall I send them Monterey or San Francisco?

Everything is going along nicely with us here and I hope that you can come down here this winter. I promise you right now I will take you anywhere you want to go for any length of time you want - a real trip if you say so. We have some nice people keeping Pine Hills open now.

I am glad that you approve of what Mr. Brown has done in the matter of the sale of the Cuyamaca System. Mr. Brown says he doesn't want any payments of money until May, for if the Cuyamaca System is not sold until after two years from Mr. Murray's death, the state and government inheritance tax is very much less than it would be if the property were sold and paid for now.

With kindest regards, I am  
Very sincerely yours,

EF:KLM

Dec. 18, 1922.

Mrs. James A. Murray,  
Monterey, California.

My dear Mrs. Murray:

I acknowledge receipt of your letter from New York and sorry to hear that you have been under the weather. I do hope you will not have to have an operation.

I believe you have a mighty smart lawyer in Brown. I simply send you from time to time copies of letters just to keep you posted on what is going on and assume that you want me to. I will continue to do so unless you prefer it otherwise.

Please drop me a postal card when you expect to get back to California so I can send you and Stewart a box of oranges and lemons. Where shall I send them Monterey or San Francisco?

Everything is going along nicely with us here and I hope that you can come down here this winter. I promise you right now I will take you anywhere you want to go for any length of time you want - a real trip if you say so. We have some nice people keeping Pine Hills open now.

I am glad that you approve of what Mr. Brown has done in the matter of the sale of the Cuyamaca System. Mr. Brown says he doesn't want any payments of money until May, for if the Cuyamaca System is not sold until after two years from Mr. Murray's death, the state and government inheritance tax is very much less than it would be if the property were sold and paid for now.

With kindest regards, I am  
Very sincerely yours,

EF:KLM

copy

8/10/22

June 1, 1923.

To Messrs. Ed Fletcher and  
Charles F. Stern.

Gentlemen:

Referring to our agreement for the sale of 10/12 interest in the properties and business of the Cuyamaca Water Company owned by me as the surviving widow of James A. Murray, deceased, and as a matter to be considered in connection with said contract, of date the first day of June, 1923,

Any net earnings derived from the operation of said Cuyamaca Water Company during the life of said contract, and while you are not in default thereunder, may be distributed to the parties entitled thereto at your option, in which event any sums of money actually distributed to me shall be credited in discharge of any sums due from you under the terms of said last mentioned contract.

Very truly yours,

*Mary H. Murray*

Approved and accepted

Stern  
Fletcher

270-2  
THIS AGREEMENT, made and entered into this 1st day of June, A. D., 1923, by and between MARY H. MURRAY, the surviving widow of JAMES A. MURRAY, Deceased, party of the first part, hereinafter called the "Vendor", and CHARLES F. STERN, of Los Angeles, California, and ED FLETCHER, of San Diego, California, parties of the second part, hereinafter called the "Vendees":-

WHEREAS, JAMES A. MURRAY died on the 11th day of May, 1921, and was at the time of his decease the owner of a ten-twelfths (10/12) interest in a copartnership known as the CUYAMACA WATER COMPANY, which said copartnership at the time of said decease owned the properties found listed in an exhibit attached hereto (marked "Exhibit A"), which exhibit is hereby referred to and made a part hereof; and

WHEREAS, by the will of JAMES A. MURRAY his interest in the said copartnership was given, devised and bequeathed to Mary H. MURRAY; and

WHEREAS, the administration of the estate of JAMES A. MURRAY is still pending, and the affairs of said copartnership have not been liquidated and settled, and the interests of MARY H. MURRAY in the said copartnership and the properties thereof are still undistributed to her; and

WHEREAS, the said vendor is desirous of selling to the said vendees, and the said vendees are desirous of purchasing from the vendor, the interest of the vendor in the said co-partnership and the properties thereof;

NOW THEREFORE, in consideration of the premises and of the covenants and agreements hereinafter mentioned, the said vendor hereby agrees to sell to said vendees, and the vendees hereby agree to purchase from the said vendor, all of the right, title and interest of the said vendor in the said dissolved copartnership known as the CUYAMACA WATER COMPANY, as deraigned by her through the estate of said decedent, and in the properties and franchises of said copartnership, under the following terms and conditions:-

The purchase price shall be the sum of Six Hundred Ninety-five Thousand Dollars (\$695,000.), payable as follows:-

One Hundred Forty-five Thousand Dollars (\$145,000.) on or before the 1st day of June, 1924;

One Hundred and Fifty Thousand Dollars (\$150,000.) on or before the 1st day of June, 1926;

Four Hundred Thousand Dollars (\$400,000.) on or before the 1st day of June, 1928;

All deferred payments shall bear interest at the rate of Six Per Cent (6%) per annum, from the date hereof, payable quarterly, subject to the limitations hereinafter contained.

The sum of Forty-one Thousand, Seven Hundred Dollars (\$41,700.) shall be paid at once as interest upon the full purchase price to the 1st day of June, 1924.

The vendees shall have the right to anticipate any payment herein provided, and in the event this right shall be exercised they shall be allowed a discount at the rate of Five Per Cent (5%) per annum to the time anticipated.

As a right separate and distinct from anything hereinabove contained, the vendees may make full payment of the principal sum of the purchase price by paying to the vendor in cash, upon the 1st day of June, 1924, the full sum of Six Hundred and forty-five Thousand Dollars (\$645,000.)

Upon receipt of the full payment of the purchase price and interest, as is in this agreement provided, the vendor agrees to make, execute and deliver to the vendees the proper document, or documents, transferring to the vendees title to the properties which are the subject of this agreement.

The vendees have knowledge of the fact that other persons are endeavoring to purchase from the said vendor the property which is the subject-matter of this contract, and in consideration of this fact, and in consideration of the postponement of the payments hereinabove provided, and for other good and sufficient considerations, it is hereby agreed between the parties that if the vendees shall fail to make any payment of the principal or

interest at the time, or in the manner, hereinabove provided, then any sum or sums which may have been theretofore paid by the vendees to the vendor, under the terms of this agreement, shall become forfeited to the said vendor and be retained by the said vendor as liquidated damages, and in such event the said vendees shall have no right to recover the same, or any cause of action therefor, and, further, in such event the vendor shall have the right to the immediate possession of the properties which are the subject-matter of this agreement in case the vendees have been given the possession of such properties, or any portion of them.

This contract is assignable, but any assignment thereof shall not in any manner avoid the obligation of the second parties to make the payments and perform the covenants herein contained.

Time is and shall be of the essence of this contract.

The vendees are jointly and severally bound by the terms and conditions of this agreement.

Subject to the limitations hereinbefore contained, the terms and conditions hereof shall be binding upon and run in favor of the heirs, executors, administrators, successors, or assigns of the parties hereto.

IN WITNESS WHEREOF the parties have hereunto set their names and seals on the date first above written.

MARY H. MURRAY  
Party of the first part

CHARLES F. STERN

ED FLETCHER  
Parties of the second part



MONTEREY, CALIFORNIA

Dear Mr. Fletcher  
I hav'nt forgotten  
about you & -  
quest for Elk  
heads - & I see  
clear there are  
some you can  
see - but the

Brown is East.  
& when he is -  
Lums - Stuart  
will take it  
up with him.  
I think there  
must be some  
in Boulder -  
Did you see

any outside there. Also  
Tom is the Bank in  
Mills -

Will walk here - hope  
you will see & see  
family - especially to all

January 12, 1925.

Mrs. James A. Murray,  
Monterey, California.

My dear Mrs. Murray:

Mr. Murray before his death told me that he had an extra elk head and a couple of deer heads that he could spare me for my lodge in the mountains, and I was to pay him a reasonable price for same. I left the matter in his hands.

Have you disposed of all of this personal property? If not, is there anything of that kind now that you have for sale? If so, let me know.

With kind personal regards,

Very sincerely yours,

EF:AH

Very sincerely yours  
Harry H. Murray  
Secretary of the

February 6, 1925.

Mrs. James A. Murray,  
Monterey, California.

My dear Mrs. Murray:

Thanks kindly for your letter of the 4th.

I do not know just what heads he referred to - whether they were at Boulder or at the bank in Butte. Two or three times Mr. Murray spoke of it but it slipped his mind. The question of price I left to him. He had two or three times spoken about me having same up in the mountains in the lodge and I am just selfish enough now to call your attention to it thinking that perhaps you still wish to dispose of them, in which case I will be very glad to pay whatever their value is.

We are one step nearer on the water question. Prospects look very good for a compromise between the district and the city and the consummation of our sale of the Cuyamaca System to the district. If something new does not arise we will have the thing closed up in four or five months.

With kind personal regards, and hoping you are well, I am

Very sincerely yours,

EF:AH

CLASS OF SERVICE DESIRED	
TELEGRAM	
DAY LETTER	XX
NIGHT MESSAGE	
NIGHT LETTER	

Patrons should mark an X opposite the class of service desired: OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL RATE TELEGRAM

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT      GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Form 1206 A

NO.	CASH OR CHG.
CHECK	
TIME FILED	

Send the following message, subject to the terms on back hereof, which are hereby agreed to

August 31, 1925.

Mrs. James A. Murray,  
Monterey, California

Mr. Brown wrote me that subject to your consent and Stuart He would accept a note signed by Mr. Stern and myself for eighty two fifty due September first payable December fifteenth next signed note now in Mr. Browns office Kindly wire me if it is acceptable or shall we pay cash tomorrow Kindly wire answer my expense

ED FLETCHER

Chg. Ed Fletcher Co.

October 12, 1925.

Mrs. James A. Murray,  
Monterey, California.

My dear Mrs. Murray:

Attached hereto is letter which is my understanding of our conversation regarding the note, which you afterwards turned over to Mr. Brown, and legally it was his duty to enforce collection as you had no authority to offer to do what you did, as mentioned in my letter.

I am only asking for a statement from you to make my word good with a friend of mine, and in no way are you liable in relation thereto.

Very sincerely yours,

E  
F  
:  
K  
L  
M

(copy)

October 12, 1925.

Mrs. James A. Murray,  
Monterey, California.

My dear Mrs. Murray:

Attached hereto is letter which is my understanding of our conversation regarding the note, which you afterwards turned over to Mr. Brown, and legally it was his duty to enforce collection, as you had no authority to offer to do what you did, as mentioned in my letter.

I am only asking for a statement from you to make my word good with a friend of mine, and in no way are you liable in relation thereto.

Very sincerely yours,

E  
F  
:  
K  
L  
M

(copy)

October 12, 1925.

Mrs. James A. Murray,  
Monterey, California.

My dear Mrs. Murray:

Attached hereto is letter which is my understanding of our conversation regarding the note, which you afterwards turned over to Mr. Brown, and legally it was his duty to enforce collection, as you had no authority to offer to do what you did, as mentioned in my letter.

I am only asking for a statement from you to make my word good with a friend of mine, and in no way are you liable in relation thereto.

Very sincerely yours,

E  
F  
:  
K  
L  
M

(copy)

San Francisco, California,  
September 16, 1925.

Mr. Ed Fletcher,  
916 Eighth Street,  
P. O. Box 1412,  
San Diego, California.

My dear Mr. Fletcher:

This will acknowledge your letter of July 25th, asking what credit you have been allowed on your promissory note. To tell the truth I have not been able to construe this transaction for income tax purposes. I shall set out the facts and you may make your own deductions as to what the situation shows.

You will remember that our sale price to you and Mr. Stern was \$600,000 even. You then asked me what would become of your note in the principal sum of \$85,000 and wished to know how it could be taken care of in the transaction. I suggested that you add it to the purchase price, informing Mr. Stern of course, and when that purchase price had been partially or wholly paid we would make the proper endorsements upon your note; upon the final payment being made you were to receive it back cancelled, partial payments in proportion. It amounts, of course, to a commission to you of \$100,000, which is the value of your note in connection with the transaction.

In making our own income tax return, upon the conclusion of the deal, I shall return it as having received \$700,000, less a commission of \$100,000 to you, for that, of course, reflects the real transaction. You may elect to amend your income tax return for 1924 (although bear in mind I am not advising you in any respect concerning your private matters) and show a credit upon your note in my hands as executor, amounting to \$21,428.57, which is 150000/700000 of your commission of \$100,000.

I personally have another matter to worry over which is this: I have been very earnest in my request that the value of your note, for taxation purposes, be reduced to what you could actually pay on the date of Murray's death; that is, somewhere around \$55,000 or \$40,000, but even at this late date I do not have the figures from the Estate Tax Unit showing just what they have done in this regard. I may have to amend my own tax return for 1924 as soon as I get these figures. Strictly as a matter of law, however, the only thing which governs my estate tax is the value of the note at the date of Murray's death and not its value four years thence. I shall open a full discussion of this

#2.  
9/16/25

with the proper persons. In the meantime you can mull over your own situation. If I were you I would take the advice of counsel on the point in order to keep myself strictly in the clear. It might be well for you to let me know what you are going to do before you file your amendment.

With best personal regards,

Yours very truly,

(signed) W. S. K. Brown.

WSKB:GL

Monterey, California,  
October 15, 1925.

Colonel Ed Fletcher,  
San Diego, California.

My dear Colonel Fletcher:

This confirms my verbal understanding that at the time of Mr. Murray's death I asked you to do everything you could to assist me in settling my differences with Mr. Jim Murray and other heirs of Mr. Murray; that in consideration thereof I would destroy the note which you owed Mr. Murray at that time.

You helped me in every way you could, including a trip to Butte, Montana, one to Seattle and one to Portland, also several trips to San Francisco in connection with the attorneys, all at your own expense.

I found out later, thru Mr. Brown, that it was illegal to do what I had offered to do, and therefore an arrangement was made thru the sale of the Cuyamaca System, which protected you on the note and gave you an opportunity to dispose of the system at a profit if you could do so.

Very sincerely yours,

[MURRAY]

(copy)

Monterey, California,  
October 15, 1925.

Colonel Ed Fletcher,  
San Diego, California.

My dear Colonel Fletcher:

This confirms my verbal understanding that at the time of Mr. Murray's death I asked you to do everything you could to assist me in settling my differences with Mr. Jim Murray and other heirs of Mr. Murray; that in consideration thereof I would destroy the note which you owed Mr. Murray at that time.

You helped me in every way you could, including a trip to Butte, Montana, one to Seattle and one to Portland, also several trips to San Francisco in connection with the attorneys, all at your own expense.

I found out later, thru Mr. Brown, that it was illegal to do what I had offered to do, and therefore an arrangement was made thru the sale of the Cuyamaca System, which protected you on the note and gave you an opportunity to dispose of the system at a profit if you could do so.

Very sincerely yours,

(copy)

Monterey, California,  
October 15, 1925.

Colonel Ed Fletcher,  
San Diego, California.

My dear Colonel Fletcher:

This confirms my verbal understanding that at the time of Mr. Murray's death I asked you to do everything you could to assist me in settling my differences with Mr. Jim Murray and other heirs of Mr. Murray; that in consideration thereof I would destroy the note which you owed Mr. Murray at that time.

You helped me in every way you could, including a trip to Butte, Montana, one to Seattle and one to Portland, also several trips to San Francisco in connection with the attorneys, all at your own expense.

I found out later, thru Mr. Brown, that it was illegal to do what I had offered to do, and therefore an arrangement was made thru the sale of the Cuyamaca System, which protected you on the note and gave you an opportunity to dispose of the system at a profit if you could do so.

Very sincerely yours,



Within the contemplation of the transaction whereby Fletcher and Stern acquired the Cuyamaca Water Company, the so-called Fletcher note in the principal sum of \$85,575.78 had at that date as between the buyer and the seller an agreed value of \$100,000. This valuation arose in the following manner:

Ed. Fletcher asked for an option on the 10/12ths of the Cuyamaca Water Company owed by the Murray estate intending to promote a sale to others; the selling price was discussed and fixed at \$600,000 net; Fletcher then asked "What commission do I get for selling this property"; the executor stated the \$600,000 was net; Fletcher then asked for the return of his \$85,575.78 note then appraised for Federal estate tax purposes at \$65,000 as a commission upon the sale at \$600,000; the executor refused; Fletcher then said, "What am I going to do about that note, I do not want to have to pay the principal and interest of that note at any valuation"; the executor suggested the value of the note be added to the \$600,000 making \$700,000 and that the selling price, when fully paid the note to be returned to Fletcher as a commission; Fletcher and the executor then agreed between themselves that the value of the note for the particular purpose of that transaction irrespective of any appraised value was \$100,000; the purchase price was then made \$700,000 and the option issued, carrying the value of the note as a commission as above indicated; upon the consumation of the transaction the note was returned as contemplated.

At no time did Mr. Fletcher retire from the position that Mrs. Murray had promised him this note as compensation for services rendered to her in matters connected with the Murray estate; contra, Mrs. Murray has never conceded the correctness of Mr. Fletcher's position in the respect.

Dated at San Francisco, California, March 17, 1927

In duplicate

Approved:

W. E. K. BROWN as Executor

Ed Fletcher

**Ed Fletcher Papers**

**1870-1955**

**MSS.81**

**Box: 19 Folder: 13**

**General Correspondence -  
Murray, Mrs. James A. (Mary H.)**



**Copyright:** UC Regents

**Use:** This work is available from the UC San Diego Libraries. This digital copy of the work is intended to support research, teaching, and private study.

**Constraints:** This work is protected by the U.S. Copyright Law (Title 17, U.S.C.). Use of this work beyond that allowed by "fair use" requires written permission of the UC Regents. Permission may be obtained from the UC San Diego Libraries department having custody of the work (<http://libraries.ucsd.edu/collections/mscl/>). Responsibility for obtaining permissions and any use and distribution of this work rests exclusively with the user and not the UC San Diego Libraries.