

HAHN & HAHN
LAWYERS

SUITE 808 PACIFIC-SOUTHWEST BUILDING
PASADENA, CALIFORNIA

HERBERT L. HAHN
ALYN H. BARBER
JOSEPH PYLE
EDWIN F. HAHN, JR.
A. HALE DINSMOOR
LOUIS R. VINCENTI

February 14, 1934.

F. Fletcher Company
San Diego
California

Gentlemen:

We represent Mrs. Caroline V. Neale, and understand that sometime last October she and Mr. Neale executed a purchase money trust deed in the sum of \$19,250.00, covering the balance of the purchase price of the Cuyamaca Lodge. We would like very much to have from you a copy of the note and trust deed with the recording record and a statement of the account at the present time, together with a statement as to any water, insurance or lease charges and the nature of each.

Yours very truly,

HAHN & HAHN

By

Alyn H. Barber

AHB:DL

interest

Neale ✓

February 15, 1934.

Hahn & Hahn,
Suite 808 Pacific-Southwest Building,
Pasadena, California.

Gentlemen:

Answering your letter of February 14th I enclose herewith copy of deed of trust in which a copy of the note is incorporated.

No interest has been paid on this note. Feb. 11th was six months interest due, amounting to \$577.50.

We are enclosing also bill for water used at the various places at Cuyamaca amounting to \$50.38.

We enclose bill for insurance on the Lodge at Cuyamaca Lake, amounting to \$78.38.

Mr. Neale leased from us two houses at Cuyamaca Lake, as per copy of lease hereto attached, on which a payment of \$150 was due January 1st, 1934.

Mr. Neale signed a Lease and Concession with the Cuyamaca Water Company covering boats, etc paying a percentage of the revenue in consideration thereof. He also leased for \$15.00 a month the store building at the lake which included an acre of ground for boat landing and repair of boats, the rent to begin Aug. 11th, 1933 on which no rent has been paid to date.

If there is any other information you desire, let me know.

Yours very truly,

KLM

File Neale

March First
1 9 3 4

Hahn & Hahn
808 Pacific Southwest Bldg.
Pasadena, Calif.

Attention Mr. Allyn H. Barber

Dear Mr. Barber:

I received a telephone message from Mr. Cotant today that you intended moving the furniture and equipment from the Cuyamaca Lodge. This necessitated me serving notice on Mrs. Neale, copy of which is herewith enclosed.

Before several witness it was agreed and I can prove it that the understanding was that the furniture and equipment which we turned over to Neale, they would not get a bill of sale until the property was paid for, ordinary wear and tear accepted.

I am enclosing letter from our attorney, Mr. Earl S. Lovett that may be of interest.

Yours very truly,

EF:ASK

HAHN & HAHN

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LOUIS R. VINCENTI

April 24, 1934.

Colonel Ed. Fletcher,
1020 9th Ave.,
San Diego, California.

Dear Colonel Fletcher:

I have just had a wire from you reading as follows:

"HAD CONFERENCE WITH BANK THEY ARE CONSULTING THEIR ATTORNEY BUT BELIEVE SETTLEMENT ALONG LINES OF YOUR TELEPHONE TODAY WILL BE SATISFACTORY NEALE CANCELLING LEASE AND ALL PERSONAL PROPERTY COMING TO US KINDLY WRITE ME LETTER TODAY CONFIRMING OUR UNDERSTANDING FOR FINAL APPROVAL AND ACTION BY BANK."

As I told you over the telephone I have as yet no binding written agreement from Mr. Neale for the settlement of the Cuyamaca Lodge problem, but his attorney has informed me in connection with a settlement which I am working out here with Mr. Neale, that his client would be willing to enter into an agreement with Mrs. Neale for the settlement of Cuyamaca substantially as follows:

1. Mr. and Mrs. Neale will convey the real property to you or your nominee, which is described in the trust deed which you hold, conveying such title as they received, and free of any other trust deed or mortgages and mechanic's liens, but subject to any unpaid taxes and/or assessments.
2. They will also give you a bill of sale to the furniture and furnishings and rowboats on the premises and Mr. Neale is to enter into an agreement cancelling the lease on the lake concession and on the houses on or near the lodge property which you entered into with him.
3. Mr. and Mrs. Neale will pay the outstanding accounts against the lodge, namely, William Buby, H. L. Benbough Furniture Company, Bottled Gas Company, C. C. Clardy,

Colonel Ed. Fletcher,
April 24, 1934.
Page 2.

Dixie Lumber Company, E. G. Menke, the McCaffery Co., T. N. Nelson, Pacific Coast Oil Burner Co., Ransom Bros., Southern California Telephone Co., Ed Fletcher Co. for water - \$4.17 and Ed. Fletcher Co., - insurance \$78.38.

They will also take care of the Bottled Gas Co. account in the sum of \$269.22 and as a part of the deal transfer the contract to you or your nominee. The amount necessary to clean up these accounts is approximately \$1750.00.

4. They will also pay the sum of \$577.50 interest charges past due on the trust deed. *Pr*

In consideration of the foregoing you are to cancel the trust deed and note and the indebtedness secured and evidenced thereby and to give them a complete release satisfactory to us of all claims and obligations of every kind and nature against either of them.

In your conversation with me this morning you spoke about the Parmalee-Dohrmann account, but this has been paid in full and we hold the bill of sale so that the items in this account can be turned over with the other personal property.

If you will indicate your acceptance of the above plan immediately the details can be put in shape and the agreements prepared for its consummation and although this letter is not intended as an offer binding upon my client or Mr. Neale, nevertheless, I have gone far enough with the proposal so that I believe it can be carried out substantially along the lines herein suggested.

In order to put a time limit on the matter I will ask that you let me know within five days from date hereof as to your wishes in the matter and if I do not hear from you within that time I shall have to assume that you do not care to negotiate a settlement along the lines herein suggested.

Very truly yours,

HAHN & HAHN

By *Allyn H. Barber*

AHB:BC

May 8, 1934.

Mr. Allyn H. Barber,
c/o Hahn & Hahn,
Pasadena, California.

Friend Barber:

Last week Saturday, after talking with you over the phone I went to Cuyamaca Lodge with the Benbough Furniture man and we checked the bill of materials as delivered by Benbough and found everything there intact, with the exception of one - No. 8127 M-20 smoky maple chair, listed at \$5.00. Neale claimed that the chair was never there but Benboughs showed me the receipt this morning where it was receipted for, however, it may appear on the scene in some of the cottages or at Neale's house.

We made a rough check of the Dohrman Hotel Supply Company material and found it to be substantially correct.

Regarding the inventory of personal property as delivered to Mr. Neale by ourselves and your bill of sale, if you will just itemize the Benbough and Dohrman's equipment and then say "together with any and all personal property which was turned over to Mr. and Mr. Neals, less a reasonable depreciation" I believe that would cover the bill of sale and be satisfactory to us.

For your information I was informed by Mr. L. J. Turner that he had a bill against Neale amounting to \$12.00 for some work he did in repairing the roof to the Lodge. Mr. Neale admitted that this \$12.00 had never been paid and I believe this should be included in this settlement. If Mr. Turner has not already sent you a bill I will get one from him for you.

Mr. Neale paid me the percentage of the rentals for fishing and boating for the month of April and we have paid the district its share. If you will send down the necessary papers for the district to sign I will get them signed for you.

It looks as tho Dad will not be home until the first of next week but would like to have everything ready to clean up this matter next week, if possible. If there is anything further you desire me to do will be only too glad.

Sincerely yours,

EF:KLM

HAHN & HAHN
LAWYERS
SUITE 808 PACIFIC-SOUTHWEST BUILDING
PASADENA, CALIFORNIA

HERBERT L. HAHN
ALLYN H. BARBER
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LOUIS R. VINCENTI

May 9, 1934.

L. J. Turner
3130 Felton

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

Dear Mr. Fletcher:

Replying to your letter of May 8th, will you kindly obtain or have Mr. Turner forward to me a bill in duplicate for the sum of \$12.00 which he claims to be due.

I note what you have to say with reference to the inventory. The quotation in the third paragraph of your letter will probably be satisfactory if we may amend it as follows:

"together with any and all personal property which was turned over to Mr. and Mrs. Neale and is now located on the Cuyamaca Lodge property, less a reasonable depreciation."

In other words, while there was no inventory originally furnished at the time the lodge was sold to Mr. and Mrs. Neale, and I cannot therefore check the exact items, I have understood from a previous conversation with your father that he claimed that some of the furniture and furnishings had been removed and disposed of by Mr. or Mrs. Neale (probably at the time they replaced the same with the Benbough furniture) and I don't want to have to be in the position of giving you a bill of sale to something that my client does not have.

Referring to the next to the last paragraph of your letter, I understand therefrom that the district will be satisfied to sign the necessary release and I believe that you have a blanket form of release to be signed by the district and other persons so that we will have a complete settlement not only with the Fletcher Company,

Mr. Ed Fletcher, Jr.,
May 9, 1934.
Page 2.

but also with the other persons referred to on the receipt. Kindly have the documents left with you executed immediately and I will try to get everything in shape up here so that within a very short time we can send the necessary papers to San Diego.

Very truly yours,

HAHN & HAHN

By *Allyn H. Barber*

AHB:BC

HAHN & HAHN

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PASADENA, CALIFORNIA

HERBERT L. HAHN
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LOUIS R. VINCENTI

May 14, 1934.

Ed Fletcher Company
1020 Ninth Street
San Diego, California

In re: C. V. Neale.
Attention: Mr. Ed Fletcher, Jr.

Gentlemen:

We enclose herewith copy of the Bill of Sale with attached inventory, covering the personal property at Cuyamaca Lodge and ask that you let us know at once if it is acceptable to you.

We have received from the Bank of America this morning certain escrow instructions and also a letter providing for the payment of certain extra amounts in addition to the sum of \$577.50.

As I told Col. Fletcher, we are willing to pay up to \$15.00 on account of the escrow charges, but no more. In other words, I felt that it would be necessary for the protection of my client to have some sort of an escrow for the transfer of the deed in consideration of the release of the trust deed, and ordinarily the entire escrow charge would not be more than \$15.00. We are going to some extra expense in the matter as it is, and I cannot approve of the payment of more than \$15.00 toward any expense that the Bank of America may be put to in carrying out the reconveyance.

Very truly yours,

HAHN & HAHN

By *Allyn H. Barber*

AHB:DL
Encl-1

June Fifth
1 9 3 4

Hahn & Hahn
808 Pacific Southwest Bldg.
Pasadena, California

Attention Mr. Allyn C. Barber

Dear Mr. Barber:

We have signed the releases. As far as the La Mesa District is concerned we received the following letter dated June 4th, 1934.

"To Whom it May Concern:

"The books and the accounts of the La Mesa, Lemon Grove & Spring Valley Irrigation District show no claim of any sum or sums owing from A. Howard Neale or his wife, Caroline V. Neale in the matter of the contract between said A. Howard Neale and Caroline V. Neale and the Cuyamaca Water Company or the Ed Fletcher Company.

La Mesa, Lemon Grove & Spring Valley Irrigation
District
By Ruth C. Drew, Secretary"

I hope the above meets your approval. I personally guarantee that at no future time will there be any demand or demands on Caroline V. Neale for anything in relation to the hunting, fishing and boating rights re any claim of the La Mesa, Lemon Grove and Spring Valley Irrigation District.

I have made a new lease with Neale personally and the old one is cancelled.

The form of cancellation and surrender of lease and concession we are signing today, except the La Mesa, Lemon Grove & Spring Valley Irrigation District. Also the bill of sale for the personal property for you to sign which you enclosed in your letter of May 14th will be satisfactory.

I have taken up the matter of escrow fees and charges with the bank and the original deal as outlined will be satisfactory, i.e., you paying \$15 on account of the escrow charges which amount will be in full as far as any escrow fees, recording fees, etc. are concerned.

Trusting that you can have this matter cleared up by the 9th of June as per original agreement, I am

Sincerely yours,

EF:ASK

HAHN & HAHN

LAWYERS

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PASADENA, CALIFORNIA

HERBERT L. HAHN
ALYN H. BARBER
JOSEPH PYLE
EDWIN F. HAHN, JR.
A. HALE DINSMOOR
LOUIS R. VINCENTI

June 7,
1934

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

Dear Colonel Fletcher:

I have your letter of June 5th concerning the Neale matter and containing a copy of a statement from the La Mesa, Lemon Grove & Spring Valley Irrigation District, stating that they have no claims against A. Howard Neale or his wife, and this, together with your personal guaranty that there will be no demands made by this company upon Mrs. Neale in the future will be satisfactory to us.

I am forwarding the money to the Bank of America, which will enable them to close the escrow, and I think with reference to cleaning up the other matters, I will send all of the checks down to Hill & Company with instructions to send them out and deliver to you the necessary cancellations of leases and other documents, receiving from you the documents you are to deliver to us. I will do this just as soon as I have heard from the Bank that the escrow is closed.

Yours very truly,

Alyn H. Barber
ALYN H. BARBER
of
HAHN & HAHN

AHB:NB

June 11, 1934.

Hahn & Hahn,
808 Pacific Southwest Bldg.,
Pasadena, Calif.

Attention: Mr. A.H. Barber.

Gentlemen:

We have for acknowledgement your favor of June 9, and are pleased to know that we may anticipate receiving a check to cover settlement in full on the Neale account within the next few days.

For your information would advise that the balance due on the furniture account is \$923.56, and on the radio account \$90.37, making a total of \$1013.93. On receipt of check in the above amount we shall be very pleased to furnish a Bill of Sale covering the merchandise on these two accounts.

Yours very truly,

H.L. BENBOUGH COMPANY, LTD.

BY
CREDIT MANAGER.

GEM:fc
cc-Col. Ed Fletcher.

770 488

1930/11/11

June 18, 1934

Hill & Company
422 Bank of America Building
San Diego, California

In re: Neale - Fletcher.

Gentlemen:

We enclose herewith:

1. Bill of Sale, dated May 4th, 1934, from A. Howard Neale and Caroline V. Neale to Grossmont Park Company, a corporation, covering personal property described in the attached inventory, all of which is located at Cuyamaca Lodge except certain items sold to the Neales by the Bottlgas Corporation of California which the Bottlgas Corporation reclaimed and which it is to return in accordance with a letter written to us by them dated June 11, 1934, upon receipt of the sum of \$269.00.

2. Surrender of lease, dated May 14, 1934, signed by A. Howard Neale surrendering a certain lease evidenced by a letter dated September 11, 1933, addressed to Mr. Ed Fletcher, Agent, and signed by A. Howard Neale.

3. Cancellation and surrender of lease and concession, dated May 22nd, 1934, and signed by A. Howard Neale.

4. Assignment dated May 22d, 1934, signed by A. Howard Neale assigning to Grossmont Park Company all of his right, title and interest in a contract dated September 2nd, 1933, between Bottled Gas Corporation of California and A. Howard Neale.

Received

Received

Received

Received

Hill & Company - 2

June 18, 1934.

5. Copy of Release of A. Howard Neale and Caroline V. Neale from all obligations, actions, causes of action, claims or demands against them.

6. The following checks:

(a) Check to Hill & Company in the sum of \$10.00 for services previously rendered in caring for the accounts of Cuyamaca Lodge as per bill rendered, which bill is enclosed herewith.

(b) Check in favor of Hill & Company in the sum of \$10.00 to cover your services for handling the matters contained in this letter.

(c) The following bills and checks:

- | | |
|-------------------------------------------------------------------------------------------------------|-----------------|
| (1) Bill of Wm. Buby together with check in his favor in sum of | \$ 86.00 |
| (2) Check in full payment to H. L. Benbough Company | 1013.93 |
| (3) Bills of Bottlgas for \$88.25 and \$181.17 and check payable to Blttled Gas Corporation of Calif. | 269.42 |
| (4) Bill of Dixie Lumber & Supply Co. and check payable to them | 5.22 |
| (5) Check payable to Ed Fletcher Company -- for water \$4.17 for insurance <u>78.36</u> | 82.55 <i>OK</i> |
| (6) Check payable to Earl G. Menke together with Bill | 73.12 |
| (7) Check payable to The McCaffrey Co. together with Bill | 50.42 |
| (8) Check payable Paul R. Booth under Pacific Coast Oil Burner Service Co. | 111.91 |
| (9) Check payable Ransom Bros. together with bill | 30.58 |

Hill & Company - 3

June 18, 1934.

Brought Forward -----	\$1,723.15
(10) Check payable to The Southern California Telephone Company together with bill	\$ 1.25
(11) Check to Alonzo Swycaffer to- gether with bill	180.00
	<u>\$1,904.40</u>

You are to deliver the documents listed in paragraphs 1. to 4. to Col. Ed Fletcher and deliver the checks enclosed herewith to the persons to whom the same are payable when you hold for us the following:

(1) Original of the release referred to in Paragraph 5. above, signed by Ed Fletcher and Mary C. B. Fletcher, Ed Fletcher Company and Cuyamaca Water Company. In view of the letter from Ed Fletcher Company dated June 5, 1934, stating that the La Mesa Lemon Grove and Spring Valley Irrigation District has no claim against Mr. or Mrs. Neale and the Colonel Fletcher guarantee contained in that letter to the effect that there would not be any demand or demands upon Caroline V. Neale in the future, we waive the signature of the La Mesa Lemon Grove and Spring Valley Irrigation District of the release.

(2) Bill of Sale from H. L. Benbough Company covering the merchandise purchased by Mrs. A. Howard Neale from the H. L. Benbough Company.

(3) Bill of Sale from Bottled Gas Corporation of California covering the merchandise listed on the enclosed statement mentioned in paragraph 6. subdivision (3) above and upon receipt of a letter from Bottle Gas Corporation that they will re-install the said merchandise at Cuyamaca Lodge in accordance with their letter to us of June 11, 1934.

(4) Copy of Cancellation and Surrender of lease, the original of which is enclosed herewith and listed as item 3. above, which copy is to be signed by Cuyamaca Water Company.

In delivering the checks we would appreciate it very much if you would request receipted bills from every-

Hill & Company - 4

June 18, 1934.

one concerned and upon completion of the matter forward the receipts to us for our files. We do not insist, however, that receipts be obtained in every case or make it a condition for the delivery of the documents above referred to, but would like to have the receipts whenever possible.

I am very anxious to close this matter at the earliest moment and I trust, therefore, that you will use all speed in consummating the transaction. We are forwarding a copy of this letter to Colonel Fletcher and he will, no doubt, get in touch with you immediately.

Very truly yours,
HAHN & HAHN

By ALLYN H. BARBER

AHB:DL
Encls.

Copy Col. Ed Fletcher

Ed Fletcher Papers

1870-1955

MSS.81

Box: 69 Folder: 16

**Business Records - Land Companies - Lake Cuyamaca
Lodge - Neale, A. Howard and wife Caroline V.
purchasers of lodge - Hahn and Hahn, attorneys for**



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