

In the Superior Court of the State of California

IN AND FOR THE COUNTY OF SAN DIEGO

No. 93967

FOR FILE STAMP

F. & W. THUM COMPANY, a
 corporation
 Plaintiff

vs.

ED FLETCHER and MARY C. B.
 FLETCHER, husband and wife,
 et al.,
 Defendant

Served
 10/17/38
 Mary C. B. Fletcher
 Ed. Fletcher
 Co

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 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 ED FLETCHER and MARY C. B.
 FLETCHER, husband and wife, ED FLETCHER COMPANY, formerly Morse
 Construction Company, a corporation, LA MESA, LEMON GROVE AND
 SPRING VALLEY IRRIGATION DISTRICT, a Quasi-Municipal
 corporation, SAN DIEGO CONSOLIDATED GAS AND ELECTRIC COMPANY,
 a corporation, JOHN ONE, JOHN TWO, JOHN THREE, JOHN FOUR,
 JOHN FIVE, JOHN SIX, a corporation, JOHN SEVEN, a corporation,
 JOHN EIGHT, a co-partnership, JOHN NINE, a co-partnership, JANE
 TEN, JANE ELEVEN and JANE TWELVE, Defendant

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 will apply to the Court for any other relief demanded in the Complaint.

Given under my hand and seal of the Superior Court of the

SEAL OF County of San Diego, State of California, this
 SUPERIOR COURT 17 day of Sept, 1938

J. B. McLEES, Clerk.

STICK and MOERDYKE

Attorney

Deputy.

APPEARANCE: A defendant appears in an action when he answers, demurs, or gives the plaintiff written notice of appearance. The appearance must be in writing, accompanied by the necessary fee and filed with the Clerk.

No.

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

F. & W. THUM COMPANY, a	} Plaintiff.....
corporation	
vs.	
ED FLETCHER and MARY G. B.	} Defendant..s..
FLETCHER, husband and wife,	
et al.	

SUMMONS

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

.....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, 193.....

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

No
93967

* * * * *

4 F. & W. THUM COMPANY, a
5 corporation,

Plaintiff,

6 vs.

7 ED FLETCHER and MARY C. B. ^{et al}
8 FLETCHER, husband and wife, ED
9 FLETCHER COMPANY, formerly Morse
10 Construction Company, a corporat-
11 ion, LA MESA, LEMON GROVE AND SPRING
12 VALLEY IRRIGATION DISTRICT, a
13 Quasi-Municipal corporation, SAN
14 DIEGO CONSOLIDATED GAS AND ELECTRIC
15 COMPANY, a corporation, JOHN ONE,
16 JOHN TWO, JOHN THREE, JOHN FOUR,
17 JOHN FIVE, JOHN SIX, a corporation,
18 JOHN SEVEN, a corporation, JOHN
19 EIGHT, a co-partnership, JOHN NINE,
20 a co-partnership, JANE TEN, JANE
21 ELEVEN and JANE TWELVE,

Defendants

ANS VIT 7
COMPLAINT FOR
FORECLOSURE OF MORTGAGE

* * * * *

18 Plaintiff complains of defendants, and for cause of action
19 alleges:

20 I

21 That heretofore, to-wit, on the 10th day of September, 1929, the
22 defendants, Ed Fletcher and Mary C. B. Fletcher, made, executed and
23 delivered to F. & W. Thum Company, a corporation, the plaintiff
24 herein, their certain promissory note in writing, of which the
25 following is a copy, to-wit:-

26 "\$130,573.44 San Diego, Calif., September 10, 1929.

27 FOR VALUE RECEIVED, the undersigned promise to pay to F. & W.
28 Thum Company or order, at Los Angeles, California, the sum of
29 One Hundred and Thirty Thousand Five Hundred Seventy-three and
30 Forty-four One-Hundredths (\$130,573.44) Dollars in Nine (9)
31 annual installments, whereof the first installment in the sum
32 of Ten Thousand Five Hundred Seventy-three and Forty-four
One-Hundredths (\$10,573.44) Dollars shall be paid to said
F. & W. Thum Company on or before March 10th, 1932, and the
sum of Fifteen Thousand (\$15,000.00) Dollars on account of
principal shall be paid on or before the 10th day of March
of each and every year thereafter until the principal sum of

1 One Hundred Thirty Thousand Five Hundred Seventy-three
2 and Forty-four One-Hundredths (\$130,573.44) Dollars; to-
3 gether with interest on all unpaid balances from date
4 until paid at the rate of Six (6%) per centum per annum,
5 payable semi-annually until said principal sum is fully
6 paid.

7 Should the interest not be paid when due, it shall become a
8 part of the principal and thereafter bear like interest as
9 the principal. Should default be made in payment of any
10 installments of principal or interest when due, then the
11 whole sum of principal and interest shall become immediately
12 due and payable at the option of the holder of this note,
13 principal and interest payable in gold coin of the United
14 States. This note is secured by Mortgage upon real property.

15 (SIGNED) ED FLETCHER

16 (SIGNED) MARY C.B. FLETCHER"

17 II

18 *Admitted* That at the time of the execution and delivery of said promissory
19 note, and as a part of the same transaction, said defendants, Ed
20 Fletcher and Mary C. B. Fletcher, in order to secure the payment of
21 said promissory note and of the moneys and interest therein provided
22 and agreed to be paid, made, executed and delivered to the aforesaid
23 F. & W. Thum Company, a corporation, a certain indenture of mortgage,
24 by which said defendants, Ed Fletcher and Mary C. B. Fletcher,
25 mortgaged to said F. & W. Thum Company, a corporation, all that
26 certain real property situate, lying and being in the County of San
27 Diego, State of California, and described as follows, to-wit:-

28 PARCEL 1.

29 That portion of Tract Number Seven (7) of that part of the
30 Rancho El Cajon, in the County of San Diego, State of Calif-
31 ornia, set off to the heirs of James Hill, deceased, accord-
32 ing to the partition map of lands of said Hill Estate, on
file in the office of the Clerk of said San Diego County,
described as follows:

Commencing at the quarter Section corner between Sections
Thirty-three (33) and Thirty-four (34), Township Fifteen (15)
South, Range One (1) West, San Bernardino Meridian; thence
West on North line of said Tract Number Seven (7), 80 chains
to West boundary line of said Tract Number Seven (7); thence
South 45° West 56.58 chains, along said boundary line; thence
South 23.38 chains to Post Nine of Exterior boundary of said
Rancho; thence South 12° East 12.06 chains to Northwest corner
of land conveyed to Joseph P. Miller, by deed recorded at Book
321, Page 175 of Deeds; thence East along North line of said
Miller's land 7755 feet to a point on line between Sections
Three (3) and Four (4), Township Sixteen (16) South, Range

1 One (1) West, San Bernardino Meridian; thence North in a
2 straight line to point of commencement.

3 EXCEPTING therefrom a strip of land 40 feet wide, granted
4 to County of San Diego for road purposes, by deed recorded at
5 Book 288, Page 191 of Deeds. (See Road Survey No. 142).

6 PARCEL 2.

7 That portion of Tract Number Seven (7), of that part of the
8 Rancho El Cajon, in the County of San Diego, State of Calif-
9 ornia, belonging to the estate of James Hill, deceased,
10 according to partition map of lands of said Hill Estate, on
11 file in the office of the Clerk of said County described as
12 follows:

13 Commencing at the Northwest corner of Tract "L" of Rancho
14 El Cajon, according to partition map thereof, on file in the
15 office of the Clerk of said San Diego County; thence West
16 along South line of land conveyed to Annie L. Hawley, in Book
17 287, Page 92, and a portion of land conveyed to said Hawley,
18 in Book 304, Page 117, 2640 feet, more or less, to section
19 line between Sections Three (3) and Four (4), Township Sixteen
20 (16), South, Range One (1) West; thence North on said Section
21 line 991 feet to South line of land conveyed to Annie L. Hawley
22 by deed recorded in Book 321, Page 173 of Deeds; thence West
23 along the South line of said Hawley's land 7755 feet to point
24 on West line of said Lot Seven (7), distant, 12.06 chains South
25 12° East from Post Number Nine (9) of the Exterior boundary of
26 said Rancho; thence South 12° East along the lines of said Lot
27 Seven (7), 86.72 chains to the Southwest corner thereof; thence
28 East along the boundary line of said Lot, 59.31 chains; thence
29 North 41° 35' East along said boundary line 39.50 chains; thence
30 East 13.78 chains along said boundary line to Southwest corner
31 of the land conveyed to Frederick Schulenburg, by deed recorded
32 in Book 139, Page 250 of Deeds; thence North along West line of
Schulenburg's land 1320 feet to Northwest corner thereof; thence
East along North line of Schulenburg's land 2640 feet to East
line of said Lot Seven (7); thence North along said East line
1353 feet, more or less, to point of commencement.

EXCEPTING therefrom the following described tracts of land,
viz:

First: A strip of land 50 feet wide as granted to San Diego
Cuyamaca and Eastern Railroad Company, by deed recorded at Book
232, Page 318 of Deeds.

Second: A strip of land 40 feet wide, granted to County of
San Diego for road purposes by deed recorded in Book 288, Page
191 of Deeds. (See Road Survey No. 142).

Third: Commencing at the Southeast corner of a 47.69 acre
tract of land conveyed to Annie L. Hawley by deed recorded at
Book 304, Page 117 of Deeds; thence South 33 feet; thence West
726.5 feet; thence North 33 feet; thence East 726.5 feet to
point of commencement.

Fourth: A strip of land 80 feet wide as granted to County of
San Diego for road purposes by deed dated May 16th, 1927, and
recorded in Book 1342, at Page 349, of Deeds.

Fifth: A strip of land 80-100 feet wide, granted to County

1 of San Diego for road purposes by deed dated April 26, 1927,
2 and recorded in Book 1367, at Page 13, of Deeds.

3 *35*
4 *8/7/24*
5 **Sixth:** Blocks Fourteen (14), Sixteen (16), and Twenty (20),
6 of Fletcher Hills Unit No. 2, as per Map thereof, No. 2122,
7 filed July 31, 1928, in the office of the Recorder of San Diego
8 County.

9 **Seventh:** Beginning at the Northwest corner of Tract "L",
10 Rancho El Cajon, thence South 1353 feet, more or less, to the
11 Northeast corner of the Tract of land conveyed to Otto G.
12 Schultenburg by deed dated September 15, 1897, recorded September
13 20, 1897, in Book 261, Page 401 of Deeds, which is the true point
14 of beginning; thence West along the North line of said Schulten-
15 burg's property a distance of 1363.8 feet, more or less, to the
16 Easterly line of right of way of the San Diego, Cuyamaca and
17 Eastern Railroad; thence North 200 feet along the East line of
18 said Railroad right of way; thence East 425.6 feet; thence South
19 185 feet; thence East 938 feet, more or less, to a point on the
20 East line of Tract 7 of the Hill Estate, thence South 15 feet to
21 the true point of beginning.

22 PARCEL 3.

23 All that portion of El Cajon Heights, in the County of San
24 Diego, State of California, according to Licensed Survey Map
25 No. 50, filed in the office of the County Recorder of said
26 San Diego County, February 20, 1894, described as follows:

27 Commencing at the Northwest corner of Tract "F" of the
28 Rancho El Cajon, according to the partition map thereof; thence
29 South 41° 35' West 2607 feet to intersection with the North line
30 of Lot Five (5) in Block Thirty-two (32) of El Cajon Heights;
31 thence East along North line of Lot Five (5) in Block Thirty-two
32 (32) and North line of Block Thirty-three A (33-A) to inter-
section with North line of Lincoln Avenue; thence Northeasterly
along North line of Lincoln Avenue to West line of Tract "F";
Thence North on West line of Tract "F" to point of commencement.

33 PARCEL 4.

34 Lots One (1) and Two (2), in Block Twenty (20), and Lots
35 Six (6) and Seven (7), in Block Twenty-one (21), all
36 being in Subdivision of Lots "H" and "O" of Rancho El
37 Cajon, in the County of San Diego, State of California,
38 according to map thereof No. 817, filed in the office
39 of the County Recorder of said San Diego County,
40 April 2, 1896.

41 Also that portion of the South Half of the unnamed
42 street adjoining said Lot One (1) in Block Twenty (20)
43 on the North as closed October 5, 1909, by Order of the
44 Board of Supervisors of San Diego County, recorded in
45 Book 28, Page 241, of Supervisors' Records.

46 Also that portion of the unnamed street lying between
47 said Lots One (1) and Two (2) in Block Twenty (20);
48 Lots Six (6) and Seven (7) in Block Twenty-one (21)
49 and the closed portion of the street above described,
50 as closed October 5, 1909, by Order of the Board of
51 Supervisors of San Diego County, recorded in said
52 Book 28, Page 241, of Supervisors' Records.

1 PARCEL 5.

2 The Westerly part of Tract known as Lot Three (3) in
3 Block Nineteen (19) according to map of Tracts "H" and
4 "O" in El Cajon Rancho, filed in Recorder's Office of
San Diego County, April 2, 1896, and more particularly
described as follows:

5 Commencing at the Northwest corner of said Lot Three (3);
6 thence Easterly along the Northerly line of said Lot
7 Three (3) a distance of 360.17 feet; thence Southwesterly
8 to a point in the South line of said Lot Three (3)
9 distant 240 feet from the Southwest corner thereof;
thence Westerly along the South line of said Lot Three
(3), 240 feet to the Southwest corner thereof; thence
Northerly along the Westerly line of said Lot to the
place of beginning.

10 PARCEL 6.

11 The following described land situate in the County of
12 San Diego, State of California:

13 An easement for passage, water pipe lines, and wire lines
14 over that certain strip of land 30 feet in width through
15 Lot Three (3) in Block Nineteen (19) of the Subdivision
of Lots "H" and "O", El Cajon Rancho, according to the
map thereof filed as Map No. 817 in the office of the
County Recorder of San Diego County, described as follows:

16 Commencing at a point on the North line of said Lot
17 Three (3), distant in an Easterly direction 375.17
18 feet from the Northwest corner of said Lot Three (3);
19 thence in an Easterly direction following the said North
20 line of Lot Three (3), 30 feet; thence South $0^{\circ} 03'$ West
21 8.40 feet; thence South $16^{\circ} 46'$ West to the South line of
22 said Lot Three (3); thence in a Westerly direction
23 following the said South line of Lot Three (3),
24 31.33 feet; thence North $16^{\circ} 46'$ East to the point
of place of commencement.

25 Also over a strip of land 30 feet in width, through Lot
26 Two (2) of Block Nineteen (19) of the Subdivision of
27 Lots "H" and "O", El Cajon Rancho, according to map
28 thereof above mentioned, described as follows:

29 Commencing at a point on the North line of Lot
30 Three (3), in said Block Nineteen (19), distant in
31 an Easterly direction, 375.17 feet from the Northwest
32 corner of said Lot Three (3); thence North $0^{\circ} 03'$
West to the North line of said Lot Two (2); thence
in an Easterly direction following the said North
line of Lot Two (2), 30 feet; thence South $0^{\circ} 03'$
East to the North line of said Lot Three (3); thence
in a Westerly direction, following the said North
line of Lot Three (3), 30 feet to the point or place
of commencement.

Also over the West 30 feet of Lot Two (2) in Block
Eighteen (18) of the Subdivision of Lots "H" and "O"
of El Cajon Rancho, according to the map thereof above
mentioned.

1 Also over the West 30 feet of Lot Two (2) in Block
2 Twelve (12) of the Subdivision of Lots "H" and "O"
3 of El Cajon Rancho, according to the map thereof
4 hereinabove mentioned.

5 Said indenture of mortgage was thereafter, to-wit, on the 20th day
6 of February, 1930, recorded in the office of the County Recorder of
7 said County of San Diego, in Book No. 582 of Mortgages, at page
8 252 et seq. That a copy of said mortgage is hereunto annexed and
9 marked Exhibit "A", and is hereby made a part hereof.

10 III

11 That default has been made in payment of the aforesaid promissory
12 note. That no part of the principal sum thereof has been paid,
13 except the sum of \$13,671.45, leaving a balance of principal in the
14 sum of \$116,901.99, and that the whole of said remaining balance is
15 owing and unpaid. That no interest has been paid upon said promissory
16 note, except the sum of \$225.00.

17 IV

18 That all of the foregoing land is situated in the County of San
19 Diego, State of California. That all of the property described above
20 under Parcels 1 to 5 inclusive, has been subdivided and now constitutes
21 all of Fletcher Hills Unit No. 2, according to map thereof No. 2122
22 filed in the office of the County Recorder of the County of San
23 Diego, California, on July 31, 1938^{1928?}, except Blocks 14, 16 and 20;
24 a portion of Lot 16 and all of Lots 17 to 21 inclusive in Block 26;
25 a portion of Lot 8 and all of Lots 9 to 17 inclusive in Block 27;
26 a portion of Lot 8 and all of Lots 9 to 17 inclusive in Block 28;
27 a portion of Block 29; a portion of Lots 7 to 12 inclusive in Block
28 32, and all of Blocks 30 and 31, and except Broadway as shown on
29 said map, and the 40 foot strip of land granted to the County of San
30 Diego, California for road purposes by deed recorded in Book 288,
31 page 191 of Deeds.

32 V

That the defendants, Ed Fletcher and Mary C. B. Fletcher, are

1 now and at all times herein mentioned were husband and wife.

2 That the defendant, Ed Fletcher Company, formerly Morse
3 Construction Company, is a corporation organized and existing under
4 and by virtue of the laws of the State of California.

5 That the defendant, La Mesa, Lemon Grove and Spring Valley
6 Irrigation District, is, and at all times herein mentioned has been,
7 an Irrigation District duly and regularly created, organized and
8 existing under and by virtue of the laws of the State of California,
9 and with its property and place of business in the County of San
10 Diego, State of California.

11 That the defendant, San Diego Consolidated Gas and Electric
12 Company, is a duly organized and existing corporation, with its
13 principal place of business in the County of San Diego, State of
14 California.

15 That the plaintiff is ignorant of the true names of the
16 defendants, John One, John Two, John Three, John Four, John Five,
17 John Six, a corporation, John Seven, a corporation, John Eight, a
18 co-partnership, John Nine, a co-partnership, Jane Ten, Jane Eleven
19 and Jane Twelve, and therefore sues them by such fictitious names,
20 and prays that their true names, when discovered, be inserted in
21 the record herein in lieu of said fictitious names aforesaid.

22 VI

23 That by the terms of said mortgage it is provided that the
24 mortgagor agreed to pay, when due, all taxes, assessments and en-
25 cumbrances which are or appear to be liens upon said property, or
26 any part thereof. That said mortgagors have made default of the
27 said provision of said mortgage, in that they have failed to pay the
28 taxes for the fiscal years 1937-1938, 1936-1937, 1935-1936,
29 1934-1935, 1933-1934, 1932-1933, 1931-1932, 1930-1931, 1929-1930,
30 upon the property described in said mortgage; and that they have
31 further made default in that they have failed to pay assessments that
32 have been levied against said property by Acquisition and Improvement

1 District No. 19 in the County of San Diego, California, in a large
2 sum of money; and that said mortgagors have further made default in
3 that they have permitted sales to be made to the defendant, La Mesa,
4 Lemon Grove and Spring Valley Irrigation District, for delinquent
5 assessments for the years 1930 to 1934 inclusive, as to a portion of
6 Block 11; all of Blocks 12 and 13; Lot B in Block 15; all of Blocks
7 17, 18, 19 and 21; a portion of Lot 11 in Block 22; Lots 1 to 18
8 inclusive, Block 23; all of Blocks 24 and 25; Lots 1 to 15 inclusive,
9 and a portion of Lot 16 in Block 26; Lots 1 to 7 inclusive, and a
10 portion of Lot 8, Block 27; Lots 1 to 7 inclusive, and a portion of
11 Lot 8, Block 28; Lots 1 to 6 inclusive, and those portions of Lots
12 7 to 12 inclusive in Block 32; and all of Blocks 34 and 35; all as
13 described in the Fletcher Hills Unit No. 2, hereinbefore referred to,
14 and that, based upon said sales, deeds were issued to said District
15 and recorded in the office of the Recorder of San Diego County,
16 California, in Book 529, page 442, et seq., Book 586, page 91, of
17 Official Records.

18 That plaintiff has demanded of the defendant mortgagors that
19 they pay said taxes and assessments, but that said mortgagors have
20 failed and neglected so to do, and that the same are now unpaid.

21 VII

22 That by the terms of said mortgage it is provided that the
23 defendant mortgagors promised to pay said promissory note according
24 to its terms and conditions; that in case of default in payment of
25 principal or interest when due, or in payment of any other money
26 therein agreed to be paid, or in the performance of any covenant or
27 agreement therein contained on the part of the said mortgagors, the
28 whole sum of money then secured by said mortgage would, at the
29 option of the holders of said promissory note, become immediately due,
30 and that said mortgage may thereupon, or at any time during such
31 default, be foreclosed, and that the filing of the complaint in fore-
32 closure shall be conclusive notice of the due exercise of such

XII

1
2 *Admit* That the defendants, Ed Fletcher Company, formerly known as the
3 Morse Construction Company, a California corporation, La Mesa, Lemon
4 Grove and Spring Valley Irrigation District, a Quasi-Municipal
5 corporation, San Diego Consolidated Gas and Electric Company, a
6 corporation, John One, John Two, John Three, John Four, John Five,
7 John Six, a corporation, John Seven, a corporation, John Eight, a
8 co-partnership, John Nine, a co-partnership, Jane Ten, Jane Eleven
9 and Jane Twelve, all claim interests in or liens upon said real
10 property or some part thereof; but that the same, whatsoever they may
11 be, are subsequent and subordinate to the lien of said mortgage.

XIII

12
13 *Admit* That the plaintiff, F. & W. Thum Company, is a corporation
14 organized and existing under and by virtue of the laws of the State
15 of California, with its principal place of business in the City of
16 Pasadena, County of Los Angeles, State of California.
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32

1 WHEREFORE, plaintiff demands judgment:

2 First. That plaintiff recover the sum of \$116,901.99, together
3 with interest on all unpaid balances from September 10, 1929 until
4 paid, at the rate of 6% per annum, payable semi-annually, crediting
5 on said interest the sum of \$225.00; also the sum of \$294.00, in-
6 curred for examination of the record affecting the title to said real
7 property; also attorney's fees as in said mortgage provided, in the
8 sum of \$7,500.00, or such sum as the Court may allow; also for
9 plaintiff's costs and disbursements herein and the charges of sale;
10 and that all of said sums be declared to be a lien upon said
11 mortgaged premises and prior to the lien or liens, or claim or
12 claims, or any lien or claim, of the defendants, or any of the
13 defendants.

14 Second. That each of the defendants in this action, and all
15 persons claiming under them, or any or either of them, be foreclosed
16 of all right, claim or equity of redemption or other interest in said
17 real property, or any part thereof.

18 Third. That said real property, and each and every parcel
19 thereof, be sold according to law, by a Commissioner to be appointed
20 by this Court, and the proceeds applied to the payment of the amount
21 due on said note and mortgage, with interest, disbursements, costs
22 and counsel fees, in such order of priority as the Court may find
23 meet and just.

24 Fourth. That the property described in said mortgage be ordered
25 sold en masse or in separate parcels, at the option of the plaintiff
26 in this action.

27 Fifth. That if the proceeds of such sale be insufficient to
28 pay the amounts so found due to plaintiff as aforesaid, and it shall
29 so appear from the Commissioner's return, judgment for such
30 deficiency be rendered against the defendants, Ed Fletcher and
31 Mary C. B. Fletcher, his wife.
32

1 Sixth. That plaintiff have such other and further relief as
2 the nature of the case may require.

3 F. & W. THUM COMPANY

4
5 By MARGARET R. THUM, President

6 STICK and MOERDYKE

Plaintiff

7
8 By JOHN C. STICK
Attorneys for Plaintiff

9
10 STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.

11 MARGARET R. THUM, being by me first duly sworn,
12 deposes and says:- That he is the President of
13 F. & W. Thum Company, the plaintiff in the above entitled action;
14 that she has read the foregoing Complaint for Foreclosure of
15 Mortgage and knows the contents thereof; and that the same is true
16 of her own knowledge, except as to the matters which are therein
17 stated upon her information or belief, and as to those matters
18 that she believes it to be true.

19
20 MARGARET R. THUM

21 Subscribed and sworn to before me
22 this 16th day of September, 1938.

23 MARIE BLACK BARKLEY
24 Notary Public in and for the County
of Los Angeles, State of California
25 (Notarial Seal)
26
27
28
29
30
31
32

THIS MORTGAGE, made this 10th day of December, 1929, by Ed Fletcher and Mary C. B. Fletcher, husband and wife, hereinafter called the Mortgagor, to F. & W. Thum Company, a corporation, hereinafter called the Mortgagee.

WITNESSETH: That the Mortgagor hereby mortgages to the Mortgagee all that real property in the County of San Diego, State of California, described as follows, To-wit:

PARCEL 1.

That portion of Tract Number Seven (7) of that part of the Rancho El Cajon, in the County of San Diego, State of California, set off to the heirs of James Hill, deceased, according to the partition map of lands of said Hill Estate, on file in the office of the Clerk of said San Diego County, described as follows:

Commencing at the Quarter Section corner between Sections Thirty-three (33) and Thirty-four (34), Township Fifteen (15) South, Range One (1) West, San Bernardino Meridian; thence West on North line of said Tract Number Seven (7), 80 chains to West boundary line of said Tract Number Seven (7); thence South 45° West 56.56 chains, along said boundary line; thence South 23.38 chains to Post Nine of Exterior boundary of said Rancho; thence South 12° East 12.06 chains to Northwest corner of land conveyed to Joseph P. Miller, by deed recorded at Book 321, Page 175 of Deeds; thence East along North line of said Miller's land 7755 feet to a point on line between Sections Three (3) and Four (4), Township Sixteen (16) South, Range One (1) West, San Bernardino Meridian; thence North in a straight line to point of commencement.

EXCEPTING therefrom a strip of land 40 feet wide, granted to County of San Diego for road purposes, by deed recorded at Book 288, Page 191 of Deeds. (See Road Survey No. 142).

PARCEL 2.

That portion of Tract Number Seven (7), of that part of the Rancho El Cajon, in the County of San Diego, State of California, belonging to the estate of James Hill, deceased, according to partition map of lands of said Hill Estate, on file in the office of the Clerk of said County described as follows:

Commencing at the Northwest corner of Tract "L" of Rancho El Cajon, according to partition map thereof, on file in the office of the Clerk of said San Diego County; thence West along South line of land conveyed to Annie L. Hawley, in Book 287, Page 92, and a portion of land conveyed to said Hawley, in Book 304, Page 117, 2640 feet, more or less, to section line between Sections Three (3) and Four (4), Township Sixteen (16), South, Range One (1) West; thence North on said Section line 991 feet to South line of land conveyed to Annie L. Hawley by deed recorded in Book 321, Page 173 of Deeds; thence West along the South line of said Hawley's land 7755 feet to point on West line of said Lot Seven (7), distant, 12.06 chains South 12° East from Post Number Nine (9) of the Exterior boundary of said Rancho; thence South 12° East along the lines of said Lot Seven (7), 86.72 chains to the Southwest corner thereof; thence

East along the boundary line of said Lot, 59.31 chains; thence North $41^{\circ} 35'$ East along said boundary line 39.50 chains; thence East 13.78 chains along said boundary line to Southwest corner of the land conveyed to Frederick Schulenburg, by deed recorded in Book 139, Page 250 of Deeds; thence North along West line of Schulenburg's land 1320 feet to Northwest corner thereof; thence East along North line of Schulenburg's land 2640 feet to East line of said Lot Seven (7); thence North along said East line 1353 feet, more or less, to point of commencement.

EXCEPTING therefrom the following described tracts of land, viz:

First: A strip of land 50 feet wide as granted to San Diego Cuyamaca and Eastern Railroad Company, by deed recorded at Book 232, Page 318 of Deeds.

Second: A strip of land 40 feet wide, granted to County of San Diego for road purposes by deed recorded in Book 288, Page 191 of Deeds. (See Road Survey No. 142).

Third: Commencing at the Southeast corner of a 47.69 acre tract of land conveyed to Annie L. Hawley by deed recorded at Book 304, Page 117 of Deeds; thence South 33 feet; thence West 726.5 feet; thence North 33 feet; thence East 726.5 feet to point of commencement.

Fourth: A strip of land 80 feet wide as granted to County of San Diego for road purposes by deed dated May 16th, 1927, and recorded in Book 1342, at Page 349, of Deeds.

Fifth: A strip of land 80-100 feet wide, granted to County of San Diego for road purposes by deed dated April 26, 1927, and recorded in Book 1367, at Page 13, of Deeds.

Sixth: Blocks Fourteen (14), Sixteen (16), and Twenty (20), of Fletcher Hills Unit No. 2, as per Map thereof, No. 2122, filed July 31, 1928, in the office of the Recorder of San Diego County.

Seventh: Beginning at the Northwest corner of Tract "L", Rancho El Cajon, thence South 1353 feet, more or less, to the Northeast corner of the Tract of land conveyed to Otto G. Schulenburg by deed dated September 15, 1897, recorded September 20, 1897, in Book 261, Page 401 of Deeds, which is the true point of beginning; thence West along the North line of said Schulenburg's property a distance of 1363.8 feet, more or less, to the Easterly line of right of way of the San Diego, Cuyamaca and Eastern Railroad; thence North 200 feet along the East line of said Railroad right of way; thence East 425.6 feet; thence South 185 feet; thence East 938 feet, more or less, to a point on the East line of Tract 7 of the Hill Estate, thence South 15 feet to the true point of beginning.

PARCEL 3.

All that portion of El Cajon Heights, in the County of San Diego, State of California, according to Licensed Survey Map No. 50, filed in the office of the County Recorder of said San Diego County, February 20, 1894, described as follows:

Commencing at the Northwest corner of Tract "F" of the Rancho El Cajon, according to the partition map thereof; thence South $41^{\circ} 35'$ West 2607 feet to intersection with the North line of Lot Five (5) in Block Thirty-two (32) of El Cajon Heights; thence East along North line of Lot Five (5) in Block Thirty-two

(32) and North line of Block Thirty-three A (33-A) to intersection with North line of Lincoln Avenue; thence Northeasterly along North line of Lincoln Avenue to West line of Tract "F"; Thence North on West line of Tract "F" to point of commencement.

PARCEL 4.

Lots One (1) and Two (2), in Block Twenty (20), and Lots Six (6) and Seven (7), in Block Twenty-one (21), all being in Subdivision of Lots "H" and "O" of Rancho El Cajon, in the County of San Diego, State of California, according to map thereof No. 817, filed in the office of the County Recorder of said San Diego County, April 2, 1896.

Also that portion of the South Half of the unnamed street adjoining said Lot One (1) in Block Twenty (20) on the North as closed October 5, 1909, by Order of the Board of Supervisors of San Diego County, recorded in Book 28, Page 241, of Supervisors' Records.

Also that portion of the unnamed street lying between said Lots One (1) and Two (2) in Block Twenty (20); Lots Six (6) and Seven (7) in Block Twenty-one (21) and the closed portion of the street above described, as closed October 5, 1909, by Order of the Board of Supervisors of San Diego County, recorded in said Book 28, Page 241, of Supervisors' Records.

PARCEL 5.

The Westerly part of Tract known as Lot Three (3) in Block Nineteen (19) according to map of Tracts "H" and "O" in El Cajon Rancho, filed in Recorder's Office of San Diego County, April 2, 1896, and more particularly described as follows:

Commencing at the Northwest corner of said Lot Three (3); thence Easterly along the Northerly line of said Lot Three (3) a distance of 360.17 feet; thence Southwesterly to a point in the South line of said Lot Three (3) distant 240 feet from the Southwest corner thereof; thence Westerly along the South line of said Lot Three (3), 240 feet to the Southwest corner thereof; thence Northerly along the Westerly line of said Lot to the place of beginning.

PARCEL 6.

The following described land situate in the County of San Diego, State of California:

An easement for passage, water pipe lines, and wire lines over that certain strip of land 30 feet in width through Lot Three (3) of Block Nineteen (19) of the Subdivision of Lots "H" and "O", El Cajon Rancho, according to the map thereof filed as Map No. 817 in the office of the County Recorder of San Diego County, described as follows:

Commencing at a point on the North line of said Lot Three (3), distant in an Easterly direction 375.17 feet from the Northwest corner of said Lot Three (3); thence in an Easterly direction following the said North line of Lot Three (3), 30 feet; thence South $0^{\circ} 03'$ West 8.40 feet; thence South $16^{\circ} 46'$ West to the South line of

said Lot Three (3); thence in a Westerly direction following the said South line of Lot Three (3), 31.33 feet; thence North $16^{\circ} 46'$ East to the point of place of commencement.

Also over a strip of land 30 feet in width, through Lot Two (2) of Block Nineteen (19) of the Subdivision of Lots "H" and "O", El Cajon Rancho, according to map thereof above mentioned, described as follows:

Commencing at a point on the North line of Lot Three (3), in said Block Nineteen (19), distant in an Easterly direction, 375.17 feet from the Northwest corner of said Lot Three (3); thence North $0^{\circ} 03'$ West to the North line of said Lot Two (2); thence in an Easterly direction following the said North line of Lot Two (2), 30 feet; thence South $0^{\circ} 03'$ East to the North line of said Lot Three (3); thence in a Westerly direction, following the said North line of Lot Three (3), 30 feet to the point or place of commencement.

Also over the West 30 feet of Lot Two (2) in Block Eighteen (18) of the Subdivision of Lots "H" and "O" of El Cajon Rancho, according to the map thereof above mentioned.

Also over the West 30 feet of Lot Two (2) in Block Twelve (12) of the Subdivision of Lots "H" and "O" of El Cajon Rancho, according to the map thereof hereinabove mentioned.

This is a purchase money mortgage executed by the Purchaser to the Seller for the unpaid balance of the purchase price of the above described land and premises, including all buildings and improvements thereon (or that may hereafter be erected thereon); together with all and singular the tenements, hereditaments and appurtenances, water and water rights, pipes, flumes, ditches and other rights thereunto belonging or in any wise now or hereafter appertaining thereto, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

FOR THE PURPOSE OF SECURING

First; Payment of the indebtedness evidenced by one promissory note (and any renewal or extension thereof) in form as follows:

\$130,573.44

San Diego, Calif., September 10, 1929.

FOR VALUE RECEIVED, the undersigned promise to pay to F. & W. Thum Company or order, at Los Angeles, California, the sum of One Hundred and Thirty Thousand Five Hundred Seventy-three and Forty-four One-Hundredths (\$130,573.44) Dollars in Nine (9) annual installments, whereof the first installment in the sum of Ten Thousand Five Hundred Seventy-three and Forty-four One-Hundredths (\$10,573.44) Dollars shall be paid to said F. & W. Thum Company on or before March 10th, 1932, and the sum of Fifteen Thousand (\$15,000.00) Dollars on account of principal shall be paid on or before the 10th day of March of each and every year thereafter until the principal sum of One Hundred Thirty Thousand Five Hundred Seventy-three and Forty-four One-Hundredths (\$130,573.44) Dollars; together with interest on all unpaid balances from date until paid at the rate of Six (6%) per centum per annum, payable semi-annually until said principal sum is fully paid.

Should the interest not be paid when due, it shall become a part of the principal and thereafter bear like interest as the principal. Should default be made in payment of any installments of principal or interest when due, then the whole sum of principal and interest shall become immediately due and payable at the option of the holder of this note, principal and interest payable in gold coin of the United States. This note is secured by Mortgage upon real property.

(SIGNED) ED FLETCHER

(SIGNED) MARY C. B. FLETCHER

Second: Payment of attorneys fees, in a reasonable sum to be fixed by the Court and all costs and expenses in any action brought to foreclose this mortgage or any action or proceeding affecting the rights either of Mortgagor or Mortgagee in said real property, whether such action or proceeding progress to judgment or not; also such sums as Mortgagee may pay for examination of title to, or for surveying, the mortgaged property, all of which sums, including said attorney's fees, Mortgagor agrees to pay, and the same are hereby declared a lien upon said property and are secured hereby.

Third: Performance of every obligation, covenant, promise or agreement herein contained, direct or conditional, and repayment as herein provided of all sums advanced or expended by Mortgagee under the terms hereof.

A. 1. Mortgagor agrees to pay, when due, all taxes, assessments and incumbrances, which are or appear to be liens upon said property or any part thereof, including taxes, if any levied under the law of said State, upon this mortgage or the debt secured hereby, and hereby waives all right to treat payment of such taxes as a payment on such debt or as being to any extent a discharge thereof; Mortgagor also agrees to keep said buildings insured against fire, to the amount required by, and in insurance companies satisfactory to Mortgagee, and to assign the policies therefor to Mortgagee; and promptly to pay and settle (or cause to be removed by suit or otherwise) all adverse claims against said property.

2. In case said taxes, assessments, or incumbrances so agreed to be paid by Mortgagor be not so paid, or said buildings so insured and said policies so assigned, or said adverse claims so paid, settled or removed, then Mortgagee, being hereby made sole judge of the legality thereof, may, without notice to Mortgagor, pay such taxes, assessments or incumbrances, obtain such policies of insurance and pay or settle or cause to be removed by suit or otherwise all such adverse claims.

3. In the event of loss under said policies of fire insurance, the amount collected thereon shall be credited first to interest then due upon said indebtedness, next upon any advances secured hereby and the remainder, if any, may, at the option of Mortgagee, be applied and credited upon principal, in which case interest shall thereupon cease on the amount so credited on principal; or at the option of Mortgagee, said remainder may be released to Mortgagor for the purpose of making repairs or improvements upon said property, in which case Mortgagee shall not be obliged to see to the application of the sum so released, nor shall said remainder be deemed a payment of any indebtedness secured hereby.

B. Mortgagor agrees to keep said property in good condition and repair and to permit no waste thereof, and should said property, or any part thereof, require any inspection, repair, cultivation, irrigation, protection, care or attention of any kind or nature not provided by Mortgagor, then Mortgagee, being hereby made sole judge of the necessity therefor, may, without notice to Mortgagor, enter, or cause entry to be made upon said property, and inspect, repair, cultivate, irrigate, fertilize, fumigate, protect, care for, or maintain said property as Mortgagee may deem necessary. All sums expended by Mortgagee in doing any of the things in this mortgage authorized are secured hereby and shall be paid to Mortgagee by Mortgagor in said gold coin, on demand, with interest from date of expenditure at the rate named in the promissory note secured hereby.

C. In consideration of the indebtedness evidenced by said promissory note, Mortgagor waives all right either to apply for, or to procure, registration of said property or any part thereof under the provisions of the "Land Title Law", and hereby agrees:

1. That to bring said property or any part thereof under the operation of said law would impair the security of this obligation;

2. That Mortgagor will not cause or permit any part of said property to be brought under the operation of said law;

3. That if, at any time, the owner of any part of said property shall file a petition for registration, or if any part of said property be registered under the provisions of said law, filing such petition for registration, or such registration shall each constitute a default in performance of the covenants and agreements herein contained on the part of Mortgagor, and the whole sum of money secured by this mortgage shall, at the option of the holder of said promissory note, become immediately due and Mortgagee may proceed to foreclose this mortgage in accordance with its terms.

D. The maker thereof promises to pay said promissory note according to its terms and conditions, and in case of default in payment of principal or interest, when due, or in payment of any other money herein agreed to be paid, or in performance of any covenant or agreement herein contained on the part of Mortgagor, the whole sum of

money then secured by this mortgage shall, at the option of the holder of said promissory note, become immediately due and this mortgage may thereupon, or at any time during such default, be foreclosed, and filing of a complaint in foreclosure shall be conclusive notice of the due exercise of such option.

E. In the event of foreclosure, the decree may provide that the property therein described be ordered sold en masse, or in separate parcels, at the option of plaintiff in such action.

F. It is hereby agreed, as part of the security of Mortgagee, that if default should be made in payment of the principal of said promissory note, or in payment of any interest thereon when due, or in any other payment in this mortgage provided, or in any covenant or agreement herein provided to be performed by Mortgagor, then, and in each such case Mortgagee, without limitation or restriction by any present or future law, shall have the absolute right, upon commencement of any judicial proceeding to enforce any right under this mortgage, including foreclosure thereof, to appointment of a receiver of the property hereby mortgaged and of the revenues, rents, profits and other income thereof, and that said receiver shall have (in addition to such other powers as the court making such appointment may confer), full power to collect all such income and after paying all necessary expenses of such receivership and of operation, maintenance and repair on said property, to apply the balance to payment of any sums then due hereunder.

G. Mortgagor agrees that Mortgagee may at any time, without notice, and without affecting the personal liability of any person for payment of indebtedness hereby secured, or the lien of this mortgage upon the remainder of the mortgaged property for the unpaid portion of said indebtedness, release any part of said mortgaged property from the lien of this mortgage.

H. Every covenant, stipulation, promise and agreement herein shall bind and inure to the benefit of Mortgagor and Mortgagee and their respective successors in interest.

I. In this mortgage, whenever the context so requires, the masculine gender includes the feminine, the singular number includes the plural, and the words "Promissory Note" include all promissory notes or other evidences of indebtedness secured hereby.

The Mortgagor not being in default hereunder, the Mortgagee hereby agrees to release any parcel or parcels of the mortgaged premises as follows: Release price for One (1) acre tracts, Four Hundred (\$400.00) Dollars per acre; Release price for Five (5) acre tracts, Three Hundred (\$300.00) Dollars per acre; Release price for Forty (40) acre tracts, Two Hundred Fifty (\$250.00) Dollars per acre.

WITNESS: the hand of Mortgagor.

ED FLETCHER

MARY C. B. FLETCHER

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss.

On this 19th day of December in the year one thousand nine hundred twenty-nine, before me, Katherine L. May, a Notary Public in and for said County and State, personally appeared Ed Fletcher and Mary C. B. Fletcher, known to me to be the persons described in and whose names are subscribed to the within instrument, and acknowledged that they executed the same.

WITNESS my hand and official seal the day and year in this certificate first above written.

KATHERINE L. MAY
Notary Public in and for said
County and State.
My Commission Expires Oct. 2, 1933.
(Notarial Seal)

- - - - -
B A C K

MORTGAGE
Individual 8995

ED FLETCHER and
MARY C. B. FLETCHER

to

F. & W. THUM COMPANY

Dated DECEMBER 10, 1929

Recorded at Request of
Union Title Insurance Co.
FEB. 20 1930

At 9 o'clock A. M.
In Book No. 582 Page 252
Of Mtgs.

Records of San Diego County, Calif.
JOHN H. FERRY, County Recorder
By W. C. PARSONS Deputy
Fee \$4.70

Compared - L. Shannon, Deputy

STATE OF CALIFORNIA, }
COUNTY OF LOS ANGELES. } ss.

E F

being by me first duly sworn, deposes and says that he is the one of the def

in the above entitled action; that he has heard read the foregoing Answer

and knows the contents thereof; and that the same is true of his own knowledge, except as to the matters which are therein stated upon his information or belief, and as to those matters that he believes it to be true.

Subscribed and sworn to before me this _____ }
day of _____ A. D., 193_____ }

Notary Public in and for the County of Los Angeles, State of California.
(NOTARIAL SEAL)

COPY

No. _____ Dept. _____

IN THE
Superior Court

OF THE
STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF ~~LOS ANGELES~~

~~San Diego~~

F. & W. THUM COMPANY, a
corporation

Plaintiff

vs.

ED FLETCHER, et al.

Defendant

COMPLAINT FOR FORECLOSURE
OF MORTGAGE

Received copy of the within _____

this _____ day of _____ 193 _____

Attorney _____ for _____

STICK & MOERDYKE

ATTORNEYS AT LAW

914 WASHINGTON BLDG. MICHIGAN 9495

LOS ANGELES, CALIFORNIA

Plaintiff

Attorneys for _____

1 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

2 IN AND FOR THE COUNTY OF SAN DIEGO

3 No. 93967

4 F. & W. THUM COMPANY,)
5 a corporation)
6 Plaintiff)
7 vs.)
8 ED FLETCHER, et al)
9 Defendants)

NOTICE TO PRODUCE

9 To the above named Plaintiff and its attorneys, Stick & Moerdyke:


10 You are hereby notified and required to produce at the trial
11 of the above entitled cause, those certain letters written by Ed Fletcher,
12 to the Plaintiff, its officers or agents of the following dates, viz:

- | | | | |
|----|-----------------|----------------|-------------------|
| 13 | March 24, 1926 | · Feb. 8, 1932 | May 29, 1936 |
| 14 | · Dec. 10, 1926 | April 25, 1932 | June 1, 1936 |
| 15 | · Dec. 18, 1926 | May 3, 1932 | June 3, 1936 |
| 16 | · Dec. 25, 1926 | July 18, 1932 | · July 25, 1936 |
| 17 | 23 | | August 28, 1936 - |

- | | | |
|----|--------------------|--------------------------|
| 17 | December 9, 1937 . | · January 20, 1938 |
| 18 | | · February 28, 1938 |
| 19 | | March 18, 1938 |
| 20 | | · March 23, 1938 |
| 21 | | · April 27, 1938 |
| 22 | | · May 5, 1938 |
| 23 | | May 7, 1938 → B |
| 24 | | May 10, 1938 — } Mrs. T. |
| 25 | | May 19, 1938 — " " |
| 26 | | June 6, 1938 — " " |
| 27 | | Aug. 16, 1938 — M |
| 28 | | Aug. 19, 1938 — M |
| 29 | | September 1, 1938 — M |

24 wherein said defendant referred to matters concerning the subject matter of
25 this suit, and you are further notified that in case of your failure to
26 produce said letters, defendants will offer secondary evidence of their contents.

27 Dated this 19th day of September, 1939.

28
29 
30 Attorney for Defendants

1 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

2 IN AND FOR THE COUNTY OF SAN DIEGO

3 o o o o o

4 F. & W. THUM COMPANY, a
corporation,

o
o No. 93967
o

5 Plaintiff,

o NOTICE TO PRODUCE
o

6 vs.

7 ED FLETCHER, et al.,

8 Defendants.
9

o o o o o

10
11 To the above named defendants, and EARLE LOVETT, their
12 attorney:

13 You are hereby notified and required to produce at the
14 trial of the above entitled cause those certain letters written by
15 William Thum, F. & W. Thum Company, James S. Bennett, N. P. Moerdyke,
16 of Stick and Moerdyke, as the attorneys for the plaintiff, certain
17 letters being written to Ed Fletcher, and bearing date as follows:

18 45 March 1, 1926

(21) October 18, 1935

19 74 December 15, 1926

(32) May 11, 1936

20 July 16, 1929

(6) F.V. December 28, 1936

21 + March 12, 1930 2y

June 1, 1936

22 + March 24, 1930 2y

September 1, 1936

23 + March 26, 1930 2y

(16) V. September 4, 1936

24 + March 28, 1930 2y

September 8, 1936

25 (5) May 26, 1930 2y

+ September 14, 1936

26 + October 17, 1930 2y

(90) October 28, 1937

27 + November 7, 1930 2y

+ August 2, 1937

28 + April 19, 1932

(24) December 6, 1937

29 + April 30, 1932

(22) December 20, 1937

30 + April 19, 1933

(23) February 3, 1938

31 (14) + March 18, 1934 2y

(24) February 8, 1938

32 + April 3, 1934 2y

(25) February 26, 1938

1 +. ✓ March 14, 1938

+ . ✓ August 13, 1938

2 29 . ✓ March 19, 1938

+ . ✓ August 18, 1938

3 +. ✓ May 6, 1938

+ . ✓ September 1, 1938

4 +. ✓ May 9, 1938

5 Wherein said plaintiff, its officers and agents and attorneys
6 referred to matters concerning the subject matter of this suit;
7 and you are further notified that in case of your failure to
8 produce said letters, plaintiff will offer secondary evidence as
9 to their contents.

10 Dated: September 22, 1939.

11

STICK and MOERDYKE

12

By  JOHN C. STICK

13

Attorneys for Plaintiff

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

29

30

31

32

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

1 No.93967

2 F. & W. THUM COMPANY, a
3 corporation, Plaintiff,

4 vs

NOTICE OF MOTION.

5 ED FLETCHER and MARY C. B.
6 FLETCHER, husband and wife,
7 et al., Defendants.

8 To the above named plaintiff and to Stick & Moerdyke, its attorneys:

9 Please take notice that these defendants will ask the above entitled court
10 for permission to file an amended answer, a copy of which is hereto attached, in
11 the above entitled action at the time the same comes on for trial.

12 Dated this 27th day of October, 1939.

13 *E. J. Bond* *Ferdinand T. Fletcher*
Attorneys for Defendants.

14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33

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

1 No.93967

2 F. & W. THUM COMPANY, a)
3 corporation, Plaintiff,)

4 vs.

AMENDED ANSWER.

5 ED FLETCHER and MARY C. B.)
6 FLETCHER, husband and wife, et al.,)
7 Defendants.)

8 Comes now Ed Fletcher and Mary C. B. Fletcher, his wife, and the Ed Fletcher Co.
9 Co., a corporation, and for answer to Plaintiff's complaint admit, deny and
10 allege as follows:

11 I

12 Said defendants admit the allegations contained in Paragraphs I, II, IV, V, VI,
13 VII, VIII, IX, XI, XII and XIII.

14 II

15 Answering paragraph III of plaintiff's complaint these defendants admit the
16 payments therein set forth. They deny that no greater sum than \$13,671.45 has
17 been paid on the principal and deny that the said sum of \$225.00, interest was
18 paid on said promissory note, but allege that said sum of \$225.00, interest was
19 paid on the sum of \$15,000.00, the balance due plaintiff from defendant on the
20 \$25,000.00, compromise and settlement of said promissory and mortgage herein after
21 set forth by affirmative defense, and defendants deny they are indebted to plain-
22 tiff in the sum of \$116,901.99, or any other or greater sum than the sum of
23 \$15,000.00, with interest thereon from March 1, 1938 at six percent, and defend-
24 ants allege that they have paid in all the sum of \$450.00, interest on said bal-
25 ance of \$15,000.00, being the interest thereon until March 1, 1938.

26 III

27 Defendants deny the allegations contained in the last sentence of paragraph
28 I of plaintiffs complaint.

29 Defendants for a First Affirmative defense allege:

30 That on or about the 21st day of October, 1935, plaintiff offered in writ-
31 ing to accept from defendants in full satisfaction of said note and mortgage, the
32 subject of plaintiff's complaint, the sum of \$25,000.00, and agreed to release
33 the property from the lien of said mortgage when such payment was made, and said

1 defendants accepted said offer and agreed to pay said sum as specified, and in
 2 part performance thereof defendants subsequently paid to plaintiff the sum of
 3 \$10,000.00. That the time for the payment of the balance of \$15,000.00, was,
 4 on Sept 4th., 1936, fixed at one year from said date and subsequently was by mut-
 5 ual agreement between the parties, extended to December 1, 1937, provided defend-
 6 ants paid 6% interest thereon from Sept., 1, 1937. That thereafter this agree-
 7 ment was again by mutual consent modified and plaintiff agreed to release and
 8 accept in full satisfaction of said note and mortgage the defendants promise to
 9 pay the said sum of \$15,000.00, with 6% interest thereon from Sept., 1, 1937, for
 10 the time necessarily consumed by the defendant Ed Fletcher, in negotiating a com-
 11 promise and settlement of prior tax liens on said land. That said liens con-
 12 sisted of Matoon Act bonds, Irrigation District assessments and deeds and county
 13 taxes, all of which liens were prior to and superior to the lien of said mortgage.
 14 That these defendants accepted said offer and agreed to pay the said \$15,000.00 ,
 15 as offered, and defendants, relying on said offer and agreement of plaintiff, paid
 16 plaintiff interest in the sum of \$450.00, being the interest due until March 1,
 17 1938, and the said defendant by his negotiations for the compromise and settle-
 18 ment of said Matoon Act bonds, Irrigation District assessments and County taxes,
 19 obtained the promise and agreement of the holders of Matoon Act bonds to accept
 20 30 cents on the dollar for their liens and claims; that the officers of the La Mesa
 21 Lemon Grove & Spring Valley Irrigation District had agreed to accept 15 cents on
 22 the dollar for their said claims and a similar arrangement had been made with the
 23 Board of Supervisors of San Diego County with respect to County taxes, through the
 24 officers of the said Irrigation District, and the said Matoon Act bondholders had
 25 agreed to accept land in payment for their said claims, however this agreement was
 26 later changed and in lieu thereof the Mattoon Act bondholders agreed to accept the
 27 15 cents on the dollar offered by the County and to a respread of 15 cents on the
 28 entire property, but shortly thereafter the plaintiff notified the defendant Ed
 29 Fletcher that it would not accept any more interest from him, though he then and
 30 there offered to pay the same. Plaintiff shortly thereafter repudiated its said
 31 agreement and commenced this action of foreclosure, thereby rendering valueless
 32 to defendants their payments above ementioned and the benefits of the Mattoon Act
 33 Irrigation Districe assessments and county taxes compromises above described.

1 For a Second Affirmative defense these defendants allege:
 2 That the defendants have heretofore paid to plaintiff the following amounts
 3 on the demand set forth in plaintiff's complaint, viz:

4	March 3, 1930, Josephine Yoch mortgage amounting to	\$3671.45
5	Accrued interest on Toch mortgage	37.12
6	Feb. 26, 1931 - David Mackay Deed of Trust note assigned to plaintiff,	\$27500.00
7	(May 5, 1932 - Deed to land secured by said deed of trust given to plaintiff and on Dec. 9, 1932, a revised deed conveying said land, given to plaintiff)	
8	Interest on Mackay note to May 8, 1931 paid direct of F. & W. Thum Company by Mackay,	481.25
9		
10	September, 1936 - Cash paid on \$25,000.00 settlement,	10000.00
11		
12	December 6, 1937 - Interest on \$15,000.00 balance of settlement at 6 percent for 3 months, as set forth in Paragraph III, plaintiff's complaint,	200.00
13	December 9, 1937, balance,	25.00
14		
15	April 26, 1938 - Interest on \$15,000.00 balance of settlement at 6 percent for 3 months to March 1, 1938,	225.00
16		
17	TOTAL	\$42139.82

18 For a Third Affirmative defense, these defendants allege:
 19 That the following parcels of land described in Paragraph II of plaintiff's
 20 complaint have been heretofore released from the lien of said mortgage, viz:

21 Lots One to Ten, inclusive, Block 22 and the Southerly ten acres of Lot Eleven, Block 22, Fletcher Hills Unit No. 2, and other land described in Partial Release of Mortgage, recorded March 29, 1930, in Book 101, Page 477, of Satisfaction of Mortgages, in the office of the Recorder of San Diego County,
 22
 23
 24 also Block Thirty-six of Fletcher Hills Unit No. 2, as shown by Partial Release of Mortgage, recorded in the office of the County Recorder of San Diego County, September 12, 1936, in Book 548, Page 400, of Official Records,
 25
 26
 27 Blocks Fourteen, Sixteen and Twenty, of Fletcher Hills, Unit No. 2, as per Map thereof, No. 2122, filed July 31, 1928, in the office of the Recorder of San Diego Dounty.

28 For a Fourth Affirmative defense these defendants allege:
 29 That more than thirty years ago the plaintiff, through its officers, entered
 30 into an agreement with the defendant, Ed Fletcher, whereby it was agreed that
 31 plaintiff would purchase the land described in Paragraph II of plaintiff's com-
 32 plaint, and said defendant,,Ed Fletcher, a real estate operator, would manage,
 33

1 subdivide and sell the same and that after plaintiff had been paid back the pur-
2 chase price thereof with interest, said defendant should be paid for his services
3 one-fourth of the net profits, and plaintiff was to furnish the money necessary
4 for improvements.

5 That this agreement was carried out over a long term of years and plaintiff
6 has received back, with interest, more than the amount of money he advanced.
7 That the title to said property stood originally in the plaintiff and it was
8 agreed the plaintiff should bear all losses and the defendant Ed Fletcher should
9 only participate in the net profits, up to twenty-five percent thereof, in pay-
10 ment for his services. After some years, for convenience in carrying out said
11 original agreement, it was mutually agreed to put the title to said property in
12 the defendants Ed Fletcher and Mary C. B. Fletcher, and that a mortgage should be
13 given back to plaintiff by said defendants for the amount of the agreed value of
14 plaintiff's interest in said land. That the said mortgage was for the agreed full
15 value of plaintiff's interest therein and was to facilitate the handling of said
16 enterprise and to simplify the keeping of accounts between the parties and to re-
17 lieve the plaintiff from its obligation to finance the necessary costs of improve-
18 ments, running into may thousands of dollars, to properly put this property on the
19 market, and it was understood and agreed between them that there was to be no
20 change in their original agreement and that the plaintiff would look to the land
21 alone for its remuneration. It was upon this understanding and condition that
22 said note and mortgage were delivered and accepted, and defendants have hereto-
23 fore offered, and now again offer, to deed the said land under the lien of said
24 mortgage, back to plaintiff corporation, free from any and all claims of these
25 defendants and in full settlement of all claims between them.

26 That a plan of subdivision and improvement of said land was approved by the
27 plaintiff and improvements under the Mattoon Act, A. & I. D.#19, were made on
28 this property with plaintiff's knowledge and consent; that subsequent to the date
29 of this mortgage, viz: 1929, a depression struck the business world and this said
30 land with its large Mattoon act improvements thereon could not be sold or other-
31 wise profitably disposed of. That said land was vacant and brought none or very
32 little income, and special assessments and taxes that could not be paid, accumu-
33 lated as alleged in Paragraph VI of plaintiff's complaint. That the giving of

1 said mortgage by defendants to plaintiff was not considered a dissolution of the
2 partnership existing between them, and plaintiff, by its officers, at all times
3 thereafter continued to advise, counsel and aid in the management and control
4 thereof as it formerly did. That the plaintiff is a corporation organized by
5 the members of the Thum family for convenience in handling the business of the
6 various members of said family. That the officers in control of said corporat-
7 ion at the commencement of this partnership enterprise and until recent years,
8 are now deceased or incapacitated to do business and said corporation is now
9 managed and controlled by their heirs.

10 That these defendants have given their best efforts for some thirty odd
11 years and spent thousands of dollars in endeavoring to profitably handle and man-
12 age this undertaking, but owing to the business depression and the loss in value
13 and of the market for real estate, and the property being involved in a Mattoon
14 Act still on the land, have been unable to do so or to sell the property at any
15 fair price. That plaintiff, through its officers and agents, now deceased or
16 in-capacitated, realized this condition and the change in value of said land and
17 agreed with defendants that the value of its interest in said land was the sum of
18 \$25,000.00, as per their agreement hereinabove set forth and defendants aver that
19 it was never intended that defendants should be personally liable for said note,
20 but on the contrary it was the intention of all parties thereto that they and
21 each of them should look solely to the said land for all of their respective com-
22 pensation. That owing to the said business depression and the accumulation of
23 Mattoon act assessments, Irrigation District assessments and unpaid and delinquent-
24 county taxes, the said land is practically valueless and it would be unjust, unfair
25 and inequitable for a personal or deficiency judgment to be given against these
26 defendants, or either of them, or for any judgment against them in excess of the
27 sum of \$15,000.00, with 6% interest from March 1, 1938, and costs of this action.

28 WHEREFORE, defendants pray that plaintiff take nothing more or greater than
29 a judgment against them, viz: Ed Fletcher and Mary C. B. Fletcher, for the sum of
30 \$15,000.00, together with interest at 6% thereon from March 1, 1938, and for costs
31 of suit, and as against the defendant, Ed Fletcher Company., a corporation, that
32 plaintiff's take nothing, and that said land be adjudged and decreed to be free
33

1 and clear of the lien of said mortgage and for such other and further relief as
2 to the court may seem just.

3 Ed Fletcher, Ferdinand T. Fletcher
4 Attorneys for Defendants

5 STATE OF CALIFORNIA,)
6) SS
7 COUNTY OF SAN DIEGO.)

8 Ed Fletcher, being first duly sworn on oath says; that he is one of the
9 defendants in the above entitled action; that he has heard read the foregoing
10 answer and knows the contents thereof and that the same is true of his own
11 knowledge, except as to those matters which are therein stated upon his own
12 information or belief, and as to those matters that he believes it to be true.

13 Ed Fletcher
14 subscribed and sworn to before me this 21st day of October, 1939.

15 Ed Fletcher
16 Notary Public in and for the County of San Diego, State of California.

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

3 No. 93967

4 F. & W. THUM COMPANY,)
5 a corporation)
6 Plaintiff)

7 vs.)

8 ED FLETCHER, et al)
9 Defendants)

10 SECOND NOTICE TO PRODUCE

11 To the above named Plaintiff and its attorneys, Stick & Moerdyke:

12 You are hereby notified and required to produce
13 at the trial of the above entitled cause, those certain letters written
14 by Ed Fletcher, to the Plaintiff, its officers or agents of the following
15 dates, viz:

16 . October 18, 1935

17 . October 22, 1935

18 And to Plaintiff's attorney, James S. Bennett:

19 . August 21, 1937

20 . October 27, 1937

21 . November 3, 1937

22 wherein said defendant referred to matters concerning the subject matter of
23 this suit, and you are further notified that in case of your failure to
24 produce said letters, defendants will offer secondary evidence of their contents.

25 Dated this 22d day of November, 1939.

26 Ed Fletcher
27 Attorney for Defendants
28
29
30
31
32
33

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

3 No. 93967

4 F. & W. THUM COMPANY)
5 a corporation)
6 Plaintiff)
7 vs)
8 ED FLETCHER, et al)
9 Defendants)

THIRD NOTICE TO PRODUCE

10 To the above named Plaintiff and its attorneys, Stick & Moerdyke:

11 You are hereby notified and required to produce at the trial
12 of the above entitled cause, those certain letters written by Ed Fletcher,
13 to the Plaintiff, its officers or agents of the following dates, viz:

14 Ed Fletcher to Plaintiff - April 14, 1936

15 June 3, 1936 ✓

16 September 24, 1931

17 Ed Fletcher to Wm. Thum - May 6, 1936

18 Ed Fletcher to John Thum - Oct. 6, 1931

19 Ed Fletcher to Wm. Thum -, April 3, 1934

20 wherein said defendant referred to matters concerning the subject matter of
21 this suit, and you are further notified that in case of your failure to
22 produce said letters, defendants will offer secondary evidence of their
23 contents.

24 Dated this 13th day of December, 1939.

25 *Edmund T. Fletcher*
26 Attorney for Defendants

27
28
29
30 Received copy this 15th day of Dec. 1939.
31 *Stick & Moerdyke*
32 *by J. H. ...*
33

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

3 No. 93967

4 F. & W. THUM COMPANY,)
5 a corporation,)
6 Plaintiff)
7 vs)
8 ED FLETCHER and MARY C. B.)
9 FLETCHER, husband and wife)
10 et al.,)
11 Defendants)

NOTICE OF MOTION

12 To the above named plaintiff and to Stick & Moerdyke, its attorneys:

13 Please take notice that these defendants will ask the above
14 entitled court for permission to file an amended answer, a copy of which is
15 hereto attached, in the above entitled action at the time the same comes on
16 for trial.

17 Dated this 13th day of December, 1939.

18 *Edmund T. Fletcher*
19 Attorney for Defendants

20
21
22
23 Received copy this 15th day of Dec. 1939.
24 *Stick & Moerdyke*
25 *by J. H. ...*
26
27
28
29
30
31
32
33

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

No. 93967

F. & W. THUM COMPANY, a
corporation)
Plaintiff)

vs)

AMENDED ANSWER

ED FLETCHER and MARY C. B.
FLETCHER, husband and wife, et al)
Defendants.)

Comes now Ed Fletcher and Mary C. B. Fletcher, his wife, and the
Ed Fletcher Co., a corporation, and for answer to Plaintiff's complaint admit,
deny and allege as follows:

I

Said defendants admit the allegations contained in Paragraphs
I, II, IV, V, VI, VII, VIII, IX, XI, XII and XIII.

II

Answering paragraph III of plaintiff's complaint these defendants
admit the payments therein set forth. They deny that no greater sum than
\$13,671.45 has been paid on the principal and deny that the said sum of \$225.00,
interest was paid on said promissory note, but allege that said sum of \$225.00,
interest was paid on the sum of \$15,000.00, the balance due plaintiff from
defendant on the \$25,000.00, compromise and settlement of said promissory note
and mortgage hereinafter set forth by affirmative defense, and defendants deny
they are indebted to plaintiff in the sum of \$116,901.99, or any other or greater
sum than the sum of \$15,000.00, with interest thereon from March 1, 1938 at six
percent, and defendants allege that they have paid in all the sum of \$450.00,
interest on said balance of \$15,000.00, being the interest thereon until
March 1, 1938.

III

Defendants deny the allegations contained in the last sentence of
paragraph X of plaintiff's complaint.

Defendants for a First Affirmative defense allege:

That on or about the 21st day of October, 1935, plaintiff offered
in writing to accept from defendants in full satisfaction of said note and mort-
gage, the subject of plaintiff's complaint, the sum of \$25,000.00, and agreed to

release the property from the lien of said mortgage when such payment was made,
and said defendants accepted said offer and agreed to pay said sum as specified,
and in part performance thereof defendants subsequently paid to plaintiff the
sum of \$10,000.00. That the time for the payment of the balance of \$15,000.00,
was on September 4th, 1936, fixed at one year from said date and subsequently was
by mutual agreement between the parties, extended to December 1, 1937, provided
defendants paid 6 percent interest thereon from September 1, 1937. That there-
after this agreement was again by mutual consent modified and plaintiff agreed
to release and accept in full satisfaction of said note and mortgage the defendants
promise to pay the said sum of \$15,000.00, with 6 percent interest thereon from
September 1, 1937, for the time necessarily consumed by the defendant Ed Fletcher,
in negotiating a compromise and settlement of prior tax liens on said land. That
said liens consisted of Mattoon Act bonds, Irrigation District assessments and
deeds and county taxes, all of which liens were prior to and superior to the
lien of said mortgage. That these defendants accepted said offer and agreed to
pay the said \$15,000.00, as offered, and defendants, relying on said offer and
agreement of plaintiff, paid plaintiff interest in the sum of \$450.00, being the
interest due until March 1, 1938, and the said defendant by his negotiations for
the compromise and settlement of said Mattoon Act bonds, Irrigation District
assessments and County taxes, obtained the promise and agreement of the holders
of Mattoon Act bonds to accept 30 cents on the dollar for their liens and claims;
that the officers of the La Mesa, Lemon Grove & Spring Valley Irrigation District
had agreed to accept 15 cents on the dollar for their said claims and a similar
arrangement had been made with the Board of Supervisors of San Diego County
with respect to County taxes, through the officers of the said Irrigation District,
and the said Mattoon Act bondholders had agreed to accept land in payment for their
said claims, however this agreement was later changed and in lieu thereof the
Mattoon Act bondholders agreed to accept the 15 cents on the dollar offered by
the County and to a respread of 15 cents on the entire property and a settlement
has since been made on the lines above described; but shortly thereafter the
plaintiff notified the defendant Ed Fletcher that it would not accept any more
interest from him, though he then and there offered to pay the same. Plaintiff

1 shortly thereafter repudiated its said agreement and commenced this action of
 2 foreclosure, thereby rendering valueless to defendants their payments above
 3 mentioned and the benefits of the Mattoon Act, Irrigation District assessments
 4 and county taxes compromise above described.

5 For a Second Affirmative defense these defendants allege:

6 That the defendants have heretofore paid to plaintiff the follow-
 7 ing amounts on the demand set forth in plaintiff's complaint, viz:

8	March 3, 1930, Josephine Yoch mortgage	
9	amounting to	\$3671.45 ✓
	Accrued interest on Yoch mortgage	37.12 ✓
10	Feb. 26, 1931 - David Mackey Deed of Trust	
11	note assigned to plaintiff	27500.00
12	(May 5, 1932 - Deed to land secured	
13	by said deed of trust given to plaintiff	
14	and on Dec. 9, 1932, a revised deed con-	
	veying said land, given to plaintiff)	
	Interest on Mackay note to May 8, 1931	
	paid direct to F. & W. Thum Company by	
	Mackay	481.25 ✓
15	Sept. 24, 1931 - Paid on Mackay note	250.00 } 481.25
16	October 6, 1931- Paid on Mackay note	250.00 }
17	September, 1936 - Cash paid on \$25,000.00	
18	settlement,	10000.00 ✓
19	December 6, 1937 - Interest on \$15,000.00	
20	balance of settlement at 6% for 3	
21	months, as set forth in Paragraph III	
	Plaintiff's complaint,	200.00 ✓
	December 9, 1937, balance	25.00 ✓
22	April 26, 1938 -Interest on \$15,000.00	
23	balance of settlement at 6 percent for	
	3 months to March 1, 1938	225.00 ✓
24		\$42639.82

25 For a Third Affirmative defense, these defendants allege:

26 That the following parcels of land described in Paragraph II of
 27 plaintiff's complaint have been heretofore released from the lien of said mort-
 28 gage, viz:

29 Lots One to Ten, inclusive, Block 22 and the Southerly
 30 ten acres of Lot Eleven, Block 22, Fletcher Hills Unit
 31 No. 2, and other land described in Partial Release of
 Mortgage, recorded March 29, 1930, in Book 101, Page 477,
 of Satisfaction of Mortgages, in the office of the
 Recorder of San Diego County,

32 Also Block Thirty-six of Fletcher Hills Unit No. 2, as
 33 shown by Partial Release of Mortgage, recorded in the
 office of the County Recorder of San Diego County,

1 September 12, 1936, in Book 548, Page 400 of
 2 Official Records.

3 For a Fourth Affirmative defense these defendants allege:

4 That more than thirty years ago the plaintiff, through its officers,
 5 entered into an agreement with the defendant, Ed Fletcher, whereby it was agreed
 6 that plaintiff would purchase the land described in Paragraph II of plaintiff's
 7 complaint, and said defendant, Ed Fletcher, a real estate operator, would manage,
 8 subdivide and sell the same and that after plaintiff had been paid back the pur-
 9 chase price thereof with interest, said defendant should be paid for his ser-
 10 vices one-fourth of the net profits, and plaintiff was to furnish the money
 11 necessary for improvements.

12 That this agreement was carried out over a long term of years and
 13 plaintiff has received back, with interest, more than the amount of money he
 14 advanced. That the title to said property stood originally in the plaintiff and
 15 it was agreed the plaintiff should bear all losses and the defendant Ed Fletcher
 16 should only participate in the net profits, up to twenty-five percent thereof,
 17 in payment for his services. After some years, for convenience in carrying out
 18 said original agreement, it was mutually agreed to put the title to said property
 19 in the defendants Ed Fletcher and Mary C. B. Fletcher, and that a mortgage should
 20 be given back to plaintiff by said defendants for the amount of the agreed value
 21 of plaintiff's interest in said land. That the said mortgage was for the agreed
 22 full value of plaintiff's interest therein and was to facilitate the handling of
 23 said enterprise and to simplify the keeping of accounts between the parties and
 24 to relieve the plaintiff from its obligation to finance the necessary costs of
 25 improvements, running into many thousands of dollars, to properly put this property
 26 on the market, and it was understood and agreed between them that there was to be
 27 no change in their original agreement and that the plaintiff would look to the
 28 land alone for its remuneration. It was upon this understanding and condition
 29 that said note and mortgage were delivered and accepted, and defendants have here-
 30 tofore offered, and now again offer, to deed the said land under the lien of said
 31 mortgage, back to plaintiff corporation, free from any and all claims of these
 32 defendants and in full settlement of all claims between them.

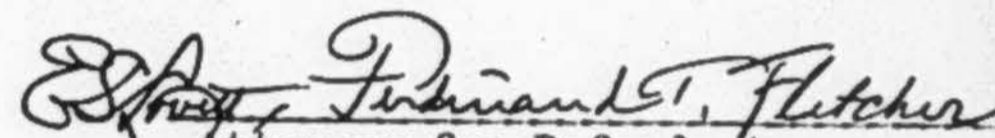
33 That a plan of subdivision and improvement of said land was approved by

1 the plaintiff and improvements under the Mattoon Act, A & I D No. 19, were made
2 on this property with plaintiff's knowledge and consent; that subsequent to the
3 date of this mortgage, viz: 1929, a depression struck the business world and this
4 said land with its large Mattoon Act improvements thereon could not be sold or
5 otherwise profitably disposed of. That said land was vacant and brought none
6 or very little income, and special assessments and taxes that could not be paid,
7 accumulated as alleged in Paragraph VI of plaintiff's complaint. That the giving
8 of said mortgage by defendants to plaintiff was not considered a dissolution
9 of the partnership existing between them, and plaintiff, by its officers, at all
10 times thereafter continued to advise, counsel and aid in the management and con-
11 trol thereof as it formerly did. That the plaintiff is a corporation organized
12 by the members of the Thum family for convenience in handling the business of
13 the various members of said family. That the officers in control of said corpor-
14 ation at the commencement of this partnership enterprise and until recent years,
15 are now deceased or incapacitated to do business and said corporation is now
16 managed and controlled by their heirs.

17 That these defendants have given their best efforts for some thirty odd
18 years and spent thousands of dollars in endeavoring to profitably handle and
19 manage this undertaking, but owing to the business depression and the loss in
20 value and of the market for real estate, and the property being involved in a
21 Mattoon Act still on the land, have been unable to do so or to sell the property
22 at any fair price. That plaintiff, through its officers and agents, now deceased
23 or incapacitated, realized this condition and the change in value of said land
24 and agreed with defendants that the value of its interest in said land was the
25 sum of \$25,000.00, as per their agreement hereinabove set forth and defendants
26 aver that it was never intended that defendants should be personally liable for
27 said note, but on the contrary it was the intention of all parties thereto that
28 they and each of them should look solely to the said land for all of their re-
29 spective compensation. That owing to the said business depression and the ac-
30 cumulation of Mattoon Act assessments, Irrigation District assessments and unpaid
31 and delinquent county taxes, the said land is practically valueless and it would
32 be unjust, unfair and inequitable for a personal or deficiency judgment to be
33 given against these defendants, or either of them, or for any judgment against

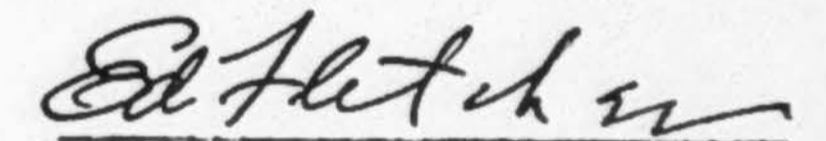
1 them in excess of the sum of \$15,000.00, with 6% interest from March 1, 1938,
2 and costs of this action.

3 WHEREFORE, defendants pray that plaintiff take nothing more or greater
4 than a judgment against them, viz: Ed Fletcher and Mary C. B. Fletcher, for the
5 sum of \$15,000.00, together with interest at 6 percent thereon from March 1,
6 1938, and for costs of suit, and as against the defendant, Ed Fletcher Co., a
7 corporation, that plaintiff's take nothing, and that said land be adjudged and
8 decreed to be free and clear of the lien of said mortgage and for such other
9 and further relief as to the court may seem just.

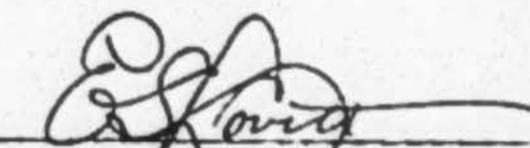
10
11 
Attorneys for Defendants

12 STATE OF CALIFORNIA)
13 County of San Diego) SS

14 Ed Fletcher, being first duly sworn on oath says: That he is
15 one of the defendants in the above entitled action; that he has heard read the
16 foregoing answer and knows the contents thereof and that the same is true of his
17 own knowledge, except as to those matters which are therein stated upon his own
18 information or belief, and as to those matters that he believes it to be true.

19
20 

21 Subscribed and sworn to before me this 13th day of December, 1939.

22
23 
24 Notary Public in and for the
25 County of San Diego, State of
26 California.

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

3
4 No. 93967

5 F. & W. THUM COMPANY, a
6 corporation,

7 Plaintiff,

8 vs.

9 ED FLETCHER and MARY C. B.
10 FLETCHER, husband and wife,
11 et al,

12 Defendants

13 AMENDED ANSWER

14 Come now, Ed Fletcher and Mary C. B. Fletcher, his wife,
15 and the Ed Fletcher Co., a corporation, and for answer to Plain-
16 tiff's complaint admit, deny and allege as follows:

17 I.

18 Said defendants admit the allegations contained in Para-
19 graphs I, II, IV, V, VI, VII, VIII, IX, XI, XII and XIII.

20 II.

21 Answering paragraph III of plaintiff's complaint these
22 defendants admit the payments therein set forth. They deny that
23 no greater sum than \$13,871.45 has been paid on the principal and
24 deny that the said sum of \$225.00, interest was paid on said prom-
25 issory note, but allege that said sum of \$225.00, interest was paid
26 on the sum of \$15,000.00, the balance due plaintiff from defendant
27 on the \$25,000.00, compromise and settlement of said promissory
28 note and mortgage hereinafter set forth by affirmative defense, and
29 defendants deny they are indebted to plaintiff in the sum of
30 \$116,901.99, or any other or greater sum than the sum of \$15,000.00,
31 with interest thereon from March 1, 1938 at six percent, and de-
32 fendants allege that they have paid in all the sum of \$450.00,
33 interest on said balance of \$15,000.00, being the interest thereon

1 until March 1, 1938.

2
3 III.

4 Defendants deny the allegations contained in the last
5 sentence of paragraph X of plaintiff's complaint.

6 DEFENDANTS FOR A FIRST AFFIRMATIVE DEFENSE ALLEGE:

7 That on or about the 21st day of October, 1935, plaintiff
8 offered in writing to accept from defendants in full satisfaction
9 of said note and mortgage, the subject of plaintiff's complaint, the
10 sum of \$25,000.00, and agreed to release the property from the lien
11 of said mortgage when such payment was made, and said defendants ac-
12 cepted said offer and agreed to pay said sum as specified, and in
13 part performance thereof defendants subsequently paid to plaintiff
14 the sum of \$10,000.00. That the time for the payment of the balance
15 of \$15,000.00, was on September 4th, 1936, fixed at one year from
16 said date and subsequently was by mutual agreement between the par-
17 ties, extended to December 1, 1937, provided defendants paid six
18 percent interest thereon from September 1, 1937. That thereafter
19 this agreement was again by mutual consent modified and plaintiff
20 agreed to release and accept in full satisfaction of said note and
21 mortgage the defendants promise to pay the said sum of \$15,000.00
22 with six percent interest thereon from September 1, 1937, for the
23 time necessarily consumed by the defendant Ed Fletcher, in negotia-
24 ting a compromise and settlement of prior tax liens on said land;
25 that said liens consisted of Mattoon Act bonds, Irrigation District
26 assessments and deeds and county taxes, all of which liens were
27 prior to and superior to the lien of said mortgage; that these de-
28 fendants accepted said offer and agreed to pay the said \$15,000.00
29 as offered, and defendants, relying on said offer and agreement of
30 plaintiff, paid plaintiff interest in the sum of \$450.00, being the
31 interest due until March 1, 1938, and the said defendant by his
32 negotiations for the compromise and settlement of said Mattoon Act
33

HIGGS AND FLETCHER
ATTORNEYS AT LAW
SUITE 620 BANK OF AMERICA BLDG.
SAN DIEGO, CALIF.

1 bonds, Irrigation District assessments and County taxes, obtained
2 the promise and agreement of the holders of Mattoon Act bonds to
3 accept thirty cents on the dollar for their liens and claims; that
4 the officers of the La Mesa, Lemon Grove & Spring Valley Irrigation
5 District had agreed to accept fifteen cents on the dollar for their
6 said claims and a similar arrangement had been made with the Board
7 of Supervisors of San Diego County with respect to County taxes,
8 through the officers of the said Irrigation District, and the said
9 Mattoon Act bondholders had agreed to accept land in payment for
10 their said claims, however this agreement was later changed and in
11 lieu thereof the Mattoon Act bondholders agreed to accept the fif-
12 teen cents on the dollar offered by the County and to a respread of
13 fifteen cents on the entire property and a settlement has since been
14 made on the lines above described; but shortly thereafter the plain-
15 tiff notified the defendant Ed Fletcher that it would not accept any
16 more interest from him, though he then and there offered to pay the
17 same. Plaintiff shortly thereafter repudiated its said agreement
18 and commenced this action of foreclosure, thereby rendering value-
19 less to defendants their payments above mentioned and the benefits
20 of the Mattoon Act, Irrigation District assessments and county
21 taxes compromise above described

22 FOR A SECOND AFFIRMATIVE DEFENSE THESE DEFENDANTS ALLEGE:

23 That the defendants have heretofore paid to plaintiff the
24 following amounts on the demand set forth in plaintiff's complaint,
25 viz:

26	March 3, 1930, Josephine Yock mortgage amounting to	✓ 3671.45
27	Accrued interest on Yock mortgage	✓ 37.12
28	Feb. 26, 1931 - David Mackey Deed of Trust note assigned to plaintiff	27500.00
29	(May 5, 1932 - Deed to land secured by said deed of trust given to plaintiff and on Dec. 9, 1932, a revised deed conveying said land, given to plaintiff)	
30	Interest on Mackay note to May 8, 1931 paid direct to F. & W. Thum Company by Mackay	✓ 481.25
31	Sept. 24, 1931 - Paid on Mackay note	250.00
32		
33		

HIGGS AND FLETCHER
ATTORNEYS AT LAW
SUITE 620 BANK OF AMERICA BLDG.
SAN DIEGO, CALIF.

1	✓ Oct. 6, 1931 - Paid on Mackay note	250.00
2	✓ Sept. 1936 - Cash paid on \$25,000.00 settlement	10000.00
3	✓ Dec. 6, 1937 - Interest on \$15,000.00 balance of settlement at 6% for 3 months, as set forth in Paragraph III Plaintiff's complaint	200.00
4	Dec. 9, 1937 - Balance	25.00
5	✓ Apr. 26, 1938 - Interest on \$15,000.00 balance of settlement at 6 percent for 3 months to March 1, 1938	225.00
6		
7		
8		<u>225.00</u>
9		\$42639.82

not on account of the 25 M. settlement

9 FOR A THIRD AFFIRMATIVE DEFENSE, THESE DEFENDANTS ALLEGE:

10 That the following parcels of land described in Paragraph
11 II of plaintiff's complaint have been heretofore released from the
12 lien of said mortgage, viz:

13 Lots One to Ten, inclusive, Block 22 and the
14 Southerly ten acres of Lot Eleven, Block 22,
15 Fletcher Hills Unit No. 2, and other land described
16 in Partial Release of Mortgage, recorded March 29,
1930, in Book 101, page 477, of Satisfaction of
17 Mortgages, in the office of the Recorder of San
18 Diego County;

Admitted

19 ALSO Block Thirty-six of Fletcher Hills Unit No. 2,
20 as shown by Partial Release of Mortgage, recorded
21 in the office of the County Recorder of San Diego
22 County, September 12, 1936, in Book 548, page 400
23 of Official Records.

24 FOR A FOURTH AFFIRMATIVE DEFENSE THESE DEFENDANTS ALLEGE:

25 That more than thirty years ago the plaintiff, through
26 its officers, entered into an agreement with the defendant, Ed
27 Fletcher, whereby it was agreed that plaintiff would purchase the
28 land described in Paragraph II of plaintiff's complaint, and said
29 defendant, Ed Fletcher, a real estate operator, would manage, sub-
30 divide and sell the same and that after plaintiff had been paid back
31 the purchase price thereof with interest, said defendant should be
32 paid for his services one-fourth of the net profits, and plaintiff
33 was to furnish the money necessary for improvements.

That this agreement was carried out over a long term of
years and plaintiff has received back, with interest, more than the
amount of money he advanced; that the title to said property stood

1 originally in the plaintiff and it was agreed the plaintiff should
2 bear all losses and the defendant Ed Fletcher should only partici-
3 pate in the net profits, up to twenty-five percent thereof, in pay-
4 ment for his services. After some years, for convenience in carry-
5 ing out said original agreement, it was mutually agreed to put the
6 title to said property in the defendants Ed Fletcher and Mary C. B.
7 Fletcher, and that a mortgage should be given back to plaintiff by
8 said defendants for the amount of the agreed value of plaintiff's
9 interest in said land; that the said mortgage was for the agreed
10 full value of plaintiff's interest therein and was to facilitate the
11 handling of said enterprise and to simplify the keeping of accounts
12 between the parties and to relieve the plaintiff from its obligation
13 to finance the necessary costs of improvements, running into many
14 thousands of dollars, to properly put this property on the market,
15 and it was understood and agreed between them that there was to be
16 no change in their original agreement and that the plaintiff would
17 look to the land alone for its remuneration. It was upon this under-
18 standing and condition that said note and mortgage were delivered
19 and accepted, and defendants have heretofore offered, and now again
20 offer, to deed the said land under the lien of said mortgage, back
21 to plaintiff corporation, free from any and all claims of these de-
22 fendants and in full settlement of all claims between them.

23 That a plan of subdivision and improvement of said land
24 was approved by the plaintiff and improvements under the Mattoon
25 Act, A & I D No. 19, were made on this property with plaintiff's
26 knowledge and consent; that subsequent to the date of this mortgage,
27 viz, 1929, a depression struck the business world and this said
28 land with its large Mattoon Act improvements thereon could not be
29 sold or otherwise profitably disposed of; that said land was vacant
30 and brought none or very little income, and special assessments and
31 taxes that could not be paid, accumulated as alleged in Paragraph VI
32 of plaintiff's complaint; that the giving of said mortgage by defend-
33

1 ants to plaintiff was not considered a dissolution of the partner-
2 ship existing between them, and plaintiff, by its officers, at all
3 times thereafter continued to advise, counsel and aid in the manage-
4 ment and control thereof as it formerly did; that the plaintiff is
5 a corporation organized by the members of the Thum family for con-
6 venience in handling the business of the various members of said
7 family; that the officers in control of said corporation at the
8 commencement of this partnership enterprise and until recent years,
9 are now deceased or incapacitated to do business and said corpora-
10 tion is now managed and controlled by their heirs.

11 That these defendants have given their best efforts for
12 some thirty odd years and spent thousands of dollars in endeavoring
13 to profitably handle and manage this undertaking, but owing to the
14 business depression and the loss in value and of the market for
15 real estate, and the property being involved in a Mattoon Act still
16 on the land, have been unable to do so or to sell the property at
17 any fair price; that plaintiff, through its officers and agents,
18 now deceased or incapacitated, realized this condition and the
19 change in value of said land and agreed with defendants that the
20 value of its interest in said land was the sum of \$25,000.00, as
21 per their agreement hereinabove set forth and defendants aver that
22 it was never intended that defendants should be personally liable
23 for said note, but on the contrary it was the intention of all par-
24 ties thereto that they and each of them should look solely to the
25 said land for all of their respective compensation; that owing to
26 the said business depression and the accumulation of Mattoon Act
27 assessments, Irrigation District assessments and unpaid and delin-
28 quent county taxes, the said land is practically valueless and it
29 would be unjust, unfair and inequitable for a personal or deficiency
30 judgment to be given against these defendants, or either of them,
31 or for any judgment against them in excess of the sum of \$15,000.00
32 with 6% interest from March 1, 1938, and costs of this action.
33

1 FOR A FIFTH AFFIRMATIVE DEFENSE THESE DEFENDANTS ALLEGE:
2

3 That the contract evidenced by the note and mortgage herein
4 sued upon was entered into by these answering defendants, Ed Fletcher
5 and Mary C. B. Fletcher, under a mistake of fact and a mistake of
6 law, to-wit, an unconscious ignorance and forgetfulness of a fact
7 past and present material to the contract and a misapprehension
8 of the law by the defendants, Ed Fletcher and Mary C. B. Fletcher,
9 of which the plaintiff was aware at the time of contracting but
10 which it did not rectify; that said mistake of fact and said mistake
11 of law consist in the following particulars, to-wit: that at the
12 time of entering into said contract and for a long period of time
13 previous thereto, the plaintiff had been the owner of the property
14 described in said mortgage which the plaintiff seeks to foreclose
15 in this action, and the plaintiff had entered into a contract of
16 partnership with the defendant, Ed Fletcher, a real estate operator,
17 whereby the said defendant, Ed Fletcher, was to manage, subdivide
18 and sell the same and that after the plaintiff had been paid back
19 the purchase price thereof with interest the said defendant, Ed
20 Fletcher was to be paid for his services one-fourth of the net pro-
21 fits. By the terms of said contract of partnership the plaintiff
22 was to furnish all moneys necessary for the enterprise and to bear
23 all losses in connection therewith. This agreement was carried out
24 for a long term of years and plaintiff has received back with inter-
25 est more than the amount of money said plaintiff advances. For
26 convenience in carrying out said agreement it was mutually agreed
27 that title to said property should be placed in defendants, Ed Fletcher
28 and Mary C. B. Fletcher, and that a mortgage should be given back
29 to plaintiff by said defendants, Ed Fletcher and Mary C. B. Fletcher
30 for the amount of the agreed value of plaintiff's interest in said
31 land; that the said mortgage was for the agreed full value of plain-
32 tiff's interest therein and was to facilitate the handling of said
33

1 enterprise and to simplify the keeping of accounts between the par-
2 ties, and to relieve the plaintiff from its obligation to finance
3 the necessary costs of improvements running into many thousands of
4 dollars to properly put this property on the market and it was
5 understood and agreed between the parties that there was to be
6 no change in their written agreement and that the plaintiff would
7 look to the land alone for its remuneration; that pursuant to this
8 agreement title to said property was vested in the defendants, Ed
9 Fletcher and Mary C. B. Fletcher and a note and mortgage were
10 executed by them on or about the 22nd day of April 1926; that sub-
11 sequently a new note and mortgage were given by the defendants, Ed
12 Fletcher and Mary C. B. Fletcher in renewal of the original note and
13 mortgage, and upon the same understanding between the parties here-
14 in referred to; that through the unconscious ignorance and forget-
15 fulness, said fact, to-wit, that the plaintiff would look to the
16 land alone for its remuneration was not incorporated into said con-
17 tract; that the said defendant, Ed Fletcher, was at said time like-
18 wise under a misapprehension of the law as to the enforceability
19 of the oral agreement to look to the land alone for remuneration
20 and the said defendants, Ed Fletcher and Mary C. F. Fletcher, are
21 informed and believe and upon such information and belief allege
22 that the plaintiff was aware at the time of contracting of the said
23 defendants' misapprehension of the law, and that the said plaintiff
24 did not rectify the same.
25

26 That the basis of the defendants, Ed Fletcher, and Mary
27 C. B. Fletcher, information and belief that the plaintiff was aware
28 at the time of contracting of the defendants' misapprehension of
29 the law as above is as follows, to-wit, the filing of this action
30 in the above entitled matter and the prayer for a deficiency judg-
31 ment against these defendants, Ed Fletcher and Mary C. B. Fletcher,
32 if the land therein given for security does not satisfy the written
33 obligation of said note.

HIGGS AND FLETCHER
ATTORNEYS AT LAW
SUITE 620 BANK OF AMERICA BLDG.
SAN DIEGO, CALIF.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33

That these defendants, Ed Fletcher and Mary C. B. Fletcher did not discover the mistake of fact or the mistake of law hereinabove alleged until the filing of the complaint herein; that subsequent to the execution of the note and mortgage herein sued upon and after the due date of certain of the installments therein named the plaintiff at no time demanded of the defendants, Ed Fletcher and Mary C. B. Fletcher, the face value of said note; that the plaintiff has at various times and places offered to accept various sums much less than the face value of said note in full satisfaction of the said note and mortgage and finally offered to accept the sum of \$25,000.00 in full settlement and satisfaction of said note and mortgage as more fully alleged in the first affirmative defense therein set out.

That these defendants, Ed Fletcher and Mary C. B. Fletcher, are informed and believe and therefore allege that said offers were based upon the belief of the plaintiff as to the value of the property at the time said offers were made; that at no time prior to the institution of this action was it represented or even intimated to these defendants, Ed Fletcher and Mary C. B. Fletcher, that the plaintiff would hold them liable for the full amount of the note herein sued upon irrespective of the value of the property secured thereby.

WHEREFORE, these defendants pray as follows:

1. That if the Court finds for the defendants a novation between the parties that judgment be entered for the plaintiff and against the defendants, Ed Fletcher and Mary C. B. Fletcher, for the sum of \$15,000.00 together with interest at 6% thereon from March 1, 1938, as against the defendant Ed Fletcher Company, a corporation, that plaintiff take nothing and that said land be adjudged and decreed to be free and clear of the lien of said mortgage;

HIGGS AND FLETCHER
ATTORNEYS AT LAW
SUITE 620 BANK OF AMERICA BLDG.
SAN DIEGO, CALIF.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33

2. That if the Court finds in accordance with the facts as pleaded in the fourth affirmative defense then the plaintiff to have judgment of foreclose of said mortgage but no deficiency judgment to be entered thereon.

3. That if the Court finds in accordance with the facts alleged in the fifth affirmative defense then the Court to reform said note herein sued upon and said mortgage to express the true intent of the parties and as reformed plaintiff to have judgment of foreclosure of said mortgage but to be given no deficiency judgment in the premises.

4. For such other and further relief as to the Court may seem just and equitable in the premises and in accordance with the other affirmative defenses herein set up.

Ed Fletcher
Attorney for defendants

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss.

ED FLETCHER, being first duly sworn on oath says: That he is one of the defendants in the above entitled action; that he has heard read the foregoing AMENDED ANSWER and knows the contents thereof and that the same is true of his own knowledge, except as to those matters which are therein stated upon his own information or belief, and as to those matters that he believes it to be true.

ED FLETCHER

Subscribed and sworn to before me
this LTH day of December, 1939.

KATHERINE L. MAY
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. 93967

F. & W. THUM COMPANY, a corporation
Plaintiff,

vs.

A N S W E R

ED FLETCHER and MARY C. B. FLETCHER, husband and wife, et al,
Defendants

Comes now Ed Fletcher and Mary C. B. Fletcher, his wife, and Ed Fletcher Co., a corporation, and for answer to Plaintiff's complaint admit, deny and allege as follows:

I

Said defendants admit the allegations contained in Paragraphs I, II, IV, V, VI, VII, VIII, IX, XI, XII and XIII.

II

Answering Paragraph III of plaintiff's complaint these defendants admit the payments therein set forth. They deny that no greater sum than \$13,671.45 has been paid on the principal and deny that the said sum of \$225.00 interest was paid on said promissory note, but allege that said sum of \$225.00 interest was paid on the sum of \$15,000.00, the balance due plaintiff from defendant on the \$25,000 compromise and settlement of said promissory note and mortgage hereinafter set forth by affirmative defense and defendants deny they are indebted to plaintiff in the sum of \$116,901.99 or any other or greater sum than the sum of \$15,000.00 with interest thereon from March 1, 1938 at six percent and defendants allege that they have paid in all the sum of \$450.00 interest on said balance of \$15,000.00 being the interest thereon until March 1, 1938.

III

Defendants deny the allegations contained in the last sentence of Paragraph X of plaintiff's complaint.

1st aff. Defense a First

Defendants for an affirmative defense alleges:

That on or about the 17th day of February, 1937 plaintiff offered

in writing to accept from defendants in full satisfaction of said note and mortgage the subject of plaintiff's complaint, the sum of \$25,000.00 if paid by September 1, 1937 and agreed to release the property from the lien of said mortgage when such payment was made, and said defendants accepted said offer and agreed to pay said sum as specified, and in part performance thereof defendants paid to plaintiff the sum of \$10,000.00. That the time for payment of the balance of \$15,000.00 was by mutual agreement between the parties, extended to December 1, 1937. That thereafter the agreement was again by mutual agreement modified and plaintiff agreed to release and accept in full satisfaction of said note and mortgage the defendants promise to pay the said sum of \$15,000.00 together with six percent interest thereon from September 1, 1937 during the time necessarily consumed by the defendant, Ed Fletcher, in negotiating a compromise and settlement of prior tax liens on said land. That said liens consisted of Mattoon Act bonds, Irrigation District assessments and deeds and county taxes, all of which liens were prior to and superior to the lien of said mortgage. That these defendants accepted said offer and agreed to pay the said \$15,000.00 as offered and defendants, relying on said offer and agreement of plaintiff, paid plaintiff interest in the sum of \$450.00, being the interest due up to March 1, 1938 and the said defendant by his negotiations for the compromise and settlement of said Mattoon Act bonds, Irrigation District assessments and county taxes, obtained the promise and agreement of the holders of Mattoon Act bonds to accept 30 cents on the dollar for their liens and claims; the officers of the La Mesa, Lemon Grove & Spring Valley Irrigation District had agreed to accept 15 cents on the dollar for their said claim and a similar arrangement had been made with the Board of Supervisors of San Diego County with respect to county taxes, through the officers of the said Irrigation District, and the said Mattoon Act bondholders had agreed to accept land in payment for said claims but later this agreement was changed and in lieu thereof the Mattoon Act bondholders agreed to accept the 15 cents on the dollar offered by the county and a respread of 15 cents on the entire property, but shortly thereafter the plaintiff notified the defendant Ed Fletcher that it would not

Where is that proof?

proof?

1 accept any more interest from him though he then and there offered to pay
 2 the same. Plaintiff shortly thereafter repudiated its said agreement and
 3 commenced this action of foreclosure, thereby rendering valueless to defendants
 4 their payments above mentioned and the benefits of the Mattoon Act, Irrigation
 5 District assessments and county taxes compromise and settlements above described.

6 *Refused* *Second* And for a further affirmative defense these defendants allege:

7 That the defendants have heretofore paid to plaintiffs the following amounts
 8 on the demand set forth in plaintiff's complaint, viz:

9	March 3, 1930 - Josephine Yoch mortgage	
10	amounting to	\$3671.45
11	Accrued interest on Yoch mortgage.	37.12
12	Feb. 26, 1931 - David Mackay Deed of Trust	
13	note assigned to plaintiff	27500.00
14	(May 5, 1932 -Deed to land secured	
15	by said deed of trust given to plaintiff	
16	and on Dec. 9, 1932 a revised deed cover-	
17	ing said land given to plaintiff)	
18	Interest on Mackay note to May 8, 1931	
19	paid direct to F & W Thum Company by	
20	Mackay	481.25
21	September, 1936 - Cash paid on \$25,000	
22	settlement	10000.00
23	December 6, 1937 - Interest on \$15,000	
24	balance of settlement at 6 percent for	
25	3 months as set forth in Paragraph III,	
26	plaintiff's complaint	200.00
27	December 9, 1937, balance	25.00
28	April 26, 1938 - Interest on \$15,000	
29	balance of settlement at 6 percent for	
30	3 months to March 1, 1938	225.00
31		
32		
33		

TOTAL \$42139.82

34 *a Third* And for another and further affirmative defense these defendants
 35 allege that the following pieces and parcels of land described in Paragraph II
 36 of plaintiff's complaint have been heretofore released by plaintiff from the
 37 lien of said mortgage, viz:

38 Lots One to Ten, inclusive, Block 22 and the Southerly
 39 ten acres of Lot Eleven, Block 22, Fletcher Hills Unit
 40 No. 2, and other land described in Partial Release of
 41 Mortgage recorded March 29, 1930 in Book 101, Page 477
 42 of Satisfaction of Mortgages, in the office of the
 43 Recorder of San Diego County.

Also Block Thirty-six of Fletcher Hills Unit No. 2,

as shown by Partial Release of Mortgage recorded
 in the office of the County Recorder of San Diego
 County September 12, 1936 in Book 548, Page 403
 of Official Records.

4 *another than*
 5 *to be*
 6 *8/7/28*
 7 *Refused*
 8 *a Fourth*
 9 And for another and further affirmative defense these defendants
 10 allege:

11 That more than thirty years ago the plaintiff through its officers
 12 entered into an agreement with the defendant, Ed Fletcher, whereby it was
 13 agreed that plaintiff would purchase the land described in Paragraph II of
 14 plaintiff's complaint and said defendant, Ed Fletcher, a real estate operator,
 15 would manage, subdivide and sell the same and that after plaintiff had been
 16 paid back the purchase price thereof with interest, said defendant should be
 17 paid for his services one-fourth of the net profits and plaintiff was to
 18 furnish the money necessary for improvements.

19 That this agreement was carried out over a long term of years and
 20 plaintiff has received back with interest more than the amount of money he
 21 advanced and many thousand dollars besides. That the title to said property
 22 stood originally in the plaintiff and it was agreed the plaintiff should
 23 bear all losses and the defendant Ed Fletcher should only participate in net
 24 profits up to twenty-five percent in payment for his services. After some
 25 years, for convenience in carrying out said original agreement, it was mutually
 26 agreed to put the title to said property in the defendant, Ed Fletcher, and
 27 that a mortgage should be given back to plaintiff by the defendants Ed Fletcher
 28 and Mary C. B. Fletcher, his wife, for the amount of the agreed value of
 29 plaintiff's interest in said land. That the said mortgage was for the agreed
 30 full value of plaintiff's interest therein and was made to facilitate the
 31 handling of said enterprise and to simplify the keeping of accounts between
 32 the parties and to relieve the plaintiff from its obligation to finance the
 33 necessary costs of improvements, running into many thousands of dollars, to
 properly put this property on the market and it was understood and agreed
 between them that there was to be no change in their original agreement and
 that the plaintiff would look to the land alone for its remuneration. It was
 upon this understanding and condition that said note and mortgage were delivered

See letter F 2
4th Aff. Defense
Supplementary
pleading
second court
page of division
in
Stickney v Blair
50 Barb (NY) 341
also acts
what are
defenses
Hunt v Bessel
471 e 779
Howe
Prond
There is a
letter
Evidence
F. ord.

2nd Aff. Defense
3rd Aff. Defense

1 and accepted.

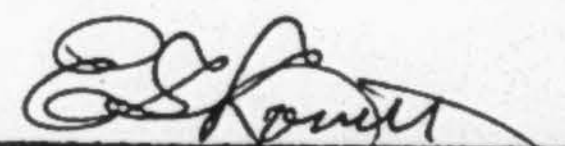
2 That defendants have heretofore offered and now again offer to
3 deed the said land under the lien of said mortgage back to plaintiff corporation
4 free from any and all claims of these defendants and in full settlement of all
5 claims between them, which entails a loss for defendants of approximately
6 One Hundred Thousand Dollars (\$100,000.00).

7 That the plan of subdivision and improvement of the land was
8 approved by the plaintiff and the Mattoon Act ^{was made} ~~was put~~ on this property with
9 plaintiff's knowledge and consent; ^{and that subsequent to the date of this}
10 mortgage, viz: 1929, a depression struck the business world and this said
11 land with large Mattoon Act improvements thereon could not be sold or otherwise
12 profitably disposed of. That said land was vacant and brought none or very
13 little income, and special assessments and taxes that could not be paid
14 accumulated as alleged in Paragraph VI of plaintiff's complaint. That the
15 giving of said mortgage by defendants to plaintiff was not considered a
16 dissolution of the partnership existing between them, and plaintiff, by its
17 officers, at all times thereafter continued to advise, counsel and aid in
18 the management and control thereof as it formerly did. That the plaintiff
19 is a corporation organized by the members of the Thum family for convenience
20 in handling the business of the various members of said family. That the
21 officers in control of said corporation at the commencement of this partner-
22 ship enterprise and up until recent years are now deceased or incapacitated
23 to do business and said corporation is now managed and controlled by their heirs.

24 That these defendants have given their best efforts for some thirty
25 odd years and spent thousands of dollars in endeavoring to profitably handle and
26 manage this undertaking, but owing to the business depression and the loss in
27 value and of the market for real estate, and the property ^{being} involved in a Mattoon
28 Act still on the land, has been unable to do so or sell the property at any
29 price. That plaintiff, through its officers and agents, now deceased or
30 incapacitated, realized this condition and the change in value of said land
31 and agreed with defendants that the value of its interest in said land was
32 the sum of \$25,000.00 as per their agreement hereinabove set forth and
33

1 defendants aver that it was never intended that defendants should be personally
2 liable for said note, but on the contrary it was the intention of all parties
3 thereto that they and each of them should look solely to the said land for all
4 their respective compensation. That owing to the said business depression and
5 the accumulation of Mattoon Act assessments, Irrigation District assessments
6 and unpaid and delinquent county taxes, the said land is practically valueless
7 and it would be unjust, unfair and inequitable for a personal or deficiency
8 judgment to be given against these defendants or either of them or for any
9 judgment against them in excess of \$15,000.00, with interest at six (6) percent
10 from March 1, 1938 and costs of this action.

11 WHEREFORE, defendants pray that plaintiff take nothing more or greater
12 than judgment against them, viz: Ed Fletcher and Mary C. B. Fletcher, for
13 the sum of \$15,000.00 together with interest at 6 percent thereon from March 1,
14 1938, for costs of suit and as against the defendant, Ed Fletcher Co., a
15 corporation, plaintiffs take nothing, and that said land be adjudged and decreed
16 to be free and clear of the lien of said mortgage and for such other and
17 further relief as to the court may seem just.


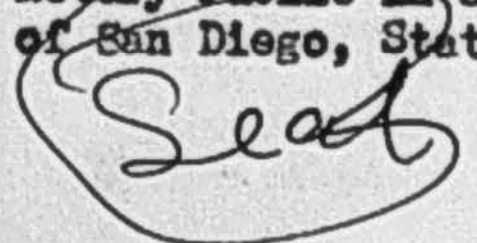
18 
19 Attorney for Defendants

20 STATE OF CALIFORNIA)
21 COUNTY OF SAN DIEGO) ss.

22 ED FLETCHER, being by me first duly sworn, deposes and says
23 that he is one of the defendants in the above entitled action; that he has
24 heard read the foregoing Answer and knows the contents thereof; and that the
25 same is true of his own knowledge, except as to the matters which are therein
26 stated upon his information or belief, and as to those matters that he believes
27 it to be true.

28 Subscribed and sworn to before me this

29 15th day of November, 1938.

30 
31 Notary Public in and for the County
32 of San Diego, State of California.
33 

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

3
4 F. & W. THUM COMPANY, a
5 corporation,

6 Plaintiff,

7 vs.

8 ED FLETCHER, et al.,

9 Defendants.

* * * * *

*

No. 93967

*

NOTICE OF TRIAL

*

*

*

*

*

*

* * * * *

10 and Ed Fletcher Company, a corp.

11 To ED FLETCHER and MARY C. B. FLETCHER, defendants, and

12 E. S. LOVETT, attorney for said defendants:

13 You, and each of you, will please take notice that the
14 above entitled action has been set for trial in the Superior Court
15 of San Diego County, State of California, in Department 3 of said
16 Court, on Monday, the 10th day of July, 1939, at the hour of 10:00
17 o'clock A. M. of said day.

18 Dated: June 14, 1939.

19 STICK and MOERDYKE

20
21 By JOHN C. STICK
22 Attorneys for Plaintiff
23
24
25
26
27
28
29
30
31
32

MEMORANDUM RE ACQUISITION AND IMPROVEMENT DISTRICT 19.

The District to acquire an option to purchase the State and County tax liens, including special Improvement District assessments.

Escrow to be opened.

Fletcher to deed to the Irrigation District all of his holdings in A. & I. D. No. 19 which lie within the boundaries of the Irrigation District.

The Thum interest to surrender all claims against Fletcher other than as secured by the trust agreement to be entered into between the various parties.

The holders of the outstanding bonds of A. & I. D. No. 19 to surrender the bonds to the County of San Diego, accepting the consideration to be offered by the County of San Diego and waiving any other claim than that secured by the trust agreement hereinafter referred to.

After the District has acquired title to the Fletcher property and the bonds have been canceled, the District will exercise its option to purchase the State and County's tax lien on all of the property lying within A. & I. D. No. 19 that is also within the boundaries of the Irrigation District.

The District then to proceed to either collect the amount due from the remaining properties, other than the Fletcher properties, lying both within A. & I. D. No. 19 and the Irrigation District's boundaries or in the event the owners fail to pay, the District to acquire title to the properties by quiet title action. Moneys paid by such property owners or the proceeds from any sale of the property after title is perfected, to be deposited in the escrow and distributed to the bondholders and the Irrigation District on the ratio of approximately 54% to the bondholders and 46% to the District after the payment of expenses.

The District to establish a minimum release price on all the

property acquired in the trust and also to establish terms and conditions of sales and sales contracts affecting the property.

The District will undertake to establish a sales agency for the sale of all properties involved allowing 25% of the sales price of the property for commissions and selling expenses.

All moneys received over and above the 25% commission for selling expense to be deposited in escrow and to be paid out in the following order:

1. Cost of advertising County option and acquiring County's deed; escrow costs and costs of quiet title actions which become necessary.
2. After the payment of costs, 35% of moneys received paid to the bondholders until from such source they shall have received a sum of \$25,000.00.
3. After the payment of costs, 35% of all moneys received from the sale of properties acquired from Fletcher paid to the Thum interests until from such source they have received a total of \$30,000.00.
4. After the payment of such costs, 30% of all moneys received paid to the Irrigation District until it has received from such source \$20,000.00.

A trust agreement to be entered into by and between the Irrigation District, the bondholders, the Thum interests and the Fletcher interests, covering the foregoing arrangement. The agreement to have no definite time limit but to remain indefinitely in effect until each of the parties who are to receive cash from the sales or redemptions of the property shall have been paid the amounts above provided. At such time as the full amount of such payments has been received, the trust to terminate and the District at that time to deed back to the Fletcher interests the unsold portions of the property free and clear of any State and County taxes, improvement district assessments

COPY

No. 03927	Doc.
IN THE Superior Court OF THE STATE OF CALIFORNIA IN AND FOR THE COUNTY OF JEROME San Diego	
F. L. W. THUM COMPANY, A CORPORATION	Plaintiff
vs.	
ED FLETCHER, et al.	Defendant
NOTICE OF TRIAL	
Received copy of the within	
this day of 193	
Attorney for	
STICK & MOERDYKE ATTORNEYS AT LAW 914 WASHINGTON BLDG. MICHIGAN 9488 LOS ANGELES, CALIFORNIA	
Plaintiff	

Copyright, Stationery and Printing Co., Los Angeles, California

or Irrigation District assessments.

Properties lying within A. & I. D. No. 19 but outside of the boundaries of the Irrigation District not to be affected by this arrangement, the bondholders making such arrangements with such property owners as they can.

August 3, 1939.

Revised figures - not final yet.

Irrigation Dist \$20,000
Bondholders 50,000.
County 15,000

Total \$85,000 to be paid out

of sales of property after deducting 25% total sales cost.

MEMORANDUM

re

A. & I. DIST. #19

Principal Amount of Bonds Outstanding	\$516,631.83
Cost of above bonds at 30¢ per \$1 of par value, flat net	154,989.54
San Diego County's bid price for this issue	77,494.77

PRINCIPAL STEPS IN PROPOSED TRANSACTION:

1. Acquire entire issue of A. & I. D. #19 bonds from the owners, the Farmers & Merchants National Bank of Los Angeles and Municipal Bond Company.
2. Arrange with Fletcher interests to divide land involved in Fletcher Hills #1 and 2 on mutually satisfactory basis, in consideration of turning in the bonds to the County of San Diego for cancellation, receiving therefor from the County its bid price of 15¢ per \$1 par value or the \$77,494.77 shown above. After receiving this amount of money from the County, the net cost of the interest in the Fletcher properties (and other properties in A. & I. D. #19 as mentioned in paragraph 3 hereof) would be the difference between this amount and the original cost of the bonds or \$77,494.77, i.e. 15¢ per \$1 par value flat.
3. After making arrangements with the Fletcher interests but before completing the surrender of the bonds to San Diego County, the owner of the bonds should make the best arrangements possible with all other property owners in A. & I. D. #19. This would involve the Murray Estate of San Francisco, M. Hall interests, Giaciolli, Friscius, etc. These arrangements should either be a cash payment by the property owner to induce the surrender of the bonds to the County or a transfer to the bondholder of a portion of the property involved. In these negotiations, the basis of arrangement will probably be found to vary with each individual circumstance.
4. Concurrently with the surrender of the bonds to the County for cancellation, arrangements should be made to pay the following encumbrances on the properties of A. & I. D. #19 (Figures are approximate):

(a) Encumbrances on Fletcher Hill #1 and that part of Fletcher Hills #2 lying within A. & I. D. #19:

State and County taxes	\$15,000.00
Respread on A. & I. D. #4	19,000.00
" on A. & I. D. #19	16,000.00
Irrigation District taxes	27,500.00
	<u>\$77,500.00</u>
30% of \$77,500	\$23,250.00
11¢ Cash Contribution to A. & I. D. #4 bondholders	8,330.34
	<u>\$31,580.34</u>

(b) Encumbrances on Murray Estate properties:

State and County taxes	\$ 5,000.00
Respread on A. & I. D. #19	5,000.00
	\$10,000.00
30% of \$10,000	<u>\$ 3,000.00</u>

(c) Amount necessary to clear properties of individual owners in A. & I. D. #19. It is presumed these individuals will supply these funds themselves:

State and County taxes	\$ 5,200.00
Respread on A. & I. D. #4	2,700.00
" on A. & I. D. #19	4,000.00
Irrigation District taxes	5,500.00
	<u>\$17,400.00</u>
30% of \$17,400.00	\$5,220.00
11¢ cash contribution to A.&I.D.#4 bondholders	681.00
	<u>\$5,900.00</u>

(d) Amount to settle Fletcher Hills #2 properties lying without A. & I. D. #19 but in A. & I. D. #4:

State and County taxes	\$ 1,500.00
Respread on A. & I. D. #4	6,000.00
	<u>\$ 7,500.00</u>
30% of \$7,500	\$ 2,250.00
11¢ cash contribution to A.&I.D.#4 bondholders	2,665.49
approx.	<u>\$ 5,090.00</u>

The above figures contemplate a settlement of State and County taxes, including respreads and also Irrigation District taxes, at 30¢ on the dollar of the original amounts; interest and penalties for delinquency being cancelled in their entirety. Representatives of the County and of the Irrigation District have indicated that a settlement on substantially the above basis would be viewed with favor by the respective taxing authorities.

5. Inasmuch as A. & I. D. #4 overlaps the northern half of A. & I. D. #19, it is necessary that the property in A. & I. D. #19 lying also in A. & I. D. #4 supply its proportion of the funds necessary to effect the cancellation of the bonds of A. & I. D. #4. These amounts have been set forth in the figures above. It is necessary that A. & I. D. #4 be dissolved concurrently with the settlement of A. & I. D. #19 in order to provide clear title to properties lying within A. & I. D. #19. Definite steps have been taken by the bondholders and property owners of A. & I. D. #4 to effect its dissolution upon the payment by the Fletcher interests of their substantial proportion of the cost.

6. Upon the completion of all of the foregoing transactions, and assuming that the individual property owners, other than the Fletcher interests, pay the cash necessary to clear their respective properties of taxes, respreads, etc., the holder of the bonds of A. & I. D. #19 and the Fletcher interests would be required to pay in cash to clear all the Fletcher properties the following amounts, as shown above in paragraph 4, subdivisions (a) and (d):

Fletcher Hills #1 & 2 (in A & I D #19)	\$31,500.00
Fletcher Hills #2 (outside of A & I D #19)	5,000.00
	<u>\$36,500.00</u>

Add net cost of bonds after deducting County's contribution	77,500.00
Total cost of operation	<u>\$114,000.00</u>

This figure would be subject to reduction in case any settlements between the individual property owners and the A. & I. D. #19 were in ^(bondholders)

cash and would be subject to a possible increase of not to exceed \$10,000 in case arrangements with the Murray Estate and other individual property owners required that the owner of the bonds finance the clearance of endumbrances on their respective properties.

7. Arrangements regarding the existing Thum mortgage on the Fletcher holdings must be made in addition to the above set-up.

Area in Fletcher Hills #1 & #2 in A & I D #19 = 722. Ac.
 " " " " #1 & #2 in A & I D #4 = 1135. Ac.
 " " " " #2 Not in any matbook = 910. Ac.
 Area in Blk 36 Fletcher Hills #2 = 948. Ac.

Amount Irrig Dist Taxes per year -

TAX LIENS IN ACQUISITION & IMPROVEMENT
DISTRICT NO. 19 (FLETCHER HILLS) AFFECT-
ING DIFFERENT OWNERSHIPS ON BASIS OF
PROPOSED SETTLEMENT OF DISTRICT.

FLETCHER PROPERTY:

Total Irrigation District assessments	\$9,317.20		
Interest	<u>1,129.72</u>		
Total lien	\$10,446.92	- @ 30¢	\$3,134.07
		@ 15¢	1,567.03

State and County:

Tax	\$ 5,080.26		
Respread #4	8,785.57		
Respread #19	6,093.51		
Interest	<u>3,923.07</u>		
Total	\$23,882.41	- @ 30¢	7,164.72
		@ 15¢	3,589.86

MUNICIPAL BOND COMPANY PROPERTY:

Irrigation District assessments & interest	\$18,363.49	- @ 30¢	5,509.04
		@ 15¢	2,754.52

State and County:

Tax	\$10,330.80		
Respread #4	15,681.54		
Respread #19	10,466.29		
Interest	<u>7,350.63</u>		
Total	\$43,829.26	- @ 30¢	13,148.78
		@ 15¢	6,574.39

M. HALL COMPANY PROPERTY:

Irrigation District assessments	\$6,330.54		
Interest	<u>781.28</u>		
Total	\$7,111.82	- @ 30¢	2,135.54
		@ 15¢	1,066.77

State and County:

Tax	\$2,266.75		
Respread #4	1,767.20		
Respread #19	1,434.14		
Interest	<u>1,581.02</u>		
Total	\$7,049.11	- @ 30¢	2,114.73
		@ 15¢	1,057.36

GIACIOLLI PROPERTY:

Irrigation District assessments	\$1,190.44		
Interest	<u>146.68</u>		
Total	\$1,337.12	- @ 30¢	\$ 401.14
		@ 15¢	200.57

State and County:

Tax	\$ 872.70		
Respread #19	1,063.23		
Interest	<u>418.93</u>		
Total	\$2,354.86	- @ 30¢	706.46
		@ 15¢	353.23

FRISIUS PROPERTY:

Irrigation District assessments	Paid		
---	------	--	--

State and County:

Tax	\$ 798.14		
Respread #4	183.21		
Respread #19	81.92		
Interest	<u>142.48</u>		
Total	\$1,205.75	- @ 30¢	361.72
		@ 15¢	180.86

MURRAY ESTATE PROPERTY:

Irrigation District assessments	None		
---	------	--	--

State and County:

Tax	\$5,067.76		
Respread #19	5,120.34		
Interest	<u>1,365.19</u>		
Total	\$11,553.28	- @ 30¢	3,465.98
		@ 15¢	1,732.99

EL CAJON HEIGHTS PROPERTY:

Marie Harmon	Total tax lien, including State and County and Irrigation Dist.	\$ 3.74
--------------	---	---------

Lambert C. Koopmans	Total - same	161.52
---------------------	--------------	--------

J. B. Dee Paul	" "	188.11
----------------	-----	--------

Harry I. Meek	" "	147.17
---------------	-----	--------

MURRAY HILLS PROPERTY:

Grossmont High School

Parcel 1	Total . - same	\$148.04
Parcel 2	" "	83.01
Parcel 3	" "	112.66
Meta R. Fritts	" "	511.76
R. K. WALTER	" "	501.43

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

"THUM COMPANY: RIPARIAN RIGHTS SUIT AND AGREEMENT; THUM TRACT"

BACH, George J.:

Fletcher to Bach, (2 letters) March 2, 1920, May 10, 1920
Bach to Fletcher, (5 letters) March 5, 1920, March 19, 1920,
April 2, 1920, April 16, 1920, May 7, 1920

Fletcher to BALLYNTYNE, James, February 11, 1920

BLACK, Percy C.:

Black to Henshaw, August 6, 1919
Black to Fletcher, (3 letters) August 13, 1919, September 6,
1919, September 18, 1919
Fletcher to Black, (2 letters) September 18, 1919,
September 19, 1919

Fletcher to CARTER, Armistead, June 11, 1938

CHANDLER, A. E.:

Chandler to Fletcher, (6 letters) November 12, 1918,
December 16, 1918, December 27, 1918, May 15, 1919,
May 20, 1919, September 12, 1919
Fletcher to Chandler, (4 letters) November 14, 1918,
December 10, 1918, December 30, 1918, May 17, 1919,
Chandler to Thum, (2 letters) May 15, 1919, July 15, 1919
Thum to Chandler, July 8, 1919

COTANT, C.L. from Fletcher, December 13, 1938

CROUCH, Charles C.:

Crouch to Fletcher, (3 letters) April 30, 1919, June 17, 1919
October 28, 1919
Fletcher to Crouch, October 27, 1919

Fletcher to DONNERSBERGER, George, April 3, 1927

FORWARD, Frank G.: (UNION TITLE INS CO)

Forward to Fletcher, (2 letters) June 11, 1927, June 15,
1927
Fletcher to Forward, June 13, 1927

FARMERS & MERCHANTS NATIONAL BANK OF LOS ANGELES (FMNB):

FMNB to Fletcher, March 23, 1938
Fletcher to FMNB, August 2, 1939
FMNB to the San Diego County Board of Supervisors, July 31,
1939

FLETCHER'S FAMILY CORRESPONDENCE:

Fletcher to Ed, Jr, April 5, 1939
Seven Sons to Fletcher, November 6, 1939
Fletcher to Katherine May and Ed, Jr. February 1, 1938

LA MESA, LEMON GROVE AND SPRING VALLEY IRRIGATION DISTRICT:

to REED, Harold B., March 23, 1938
to Harritt from Fletcher, March 31, 1938, September 6, 1939
Intercompany letter from Mr. Harritt, August 26, 1939
to Fletcher, November 6, 1939

JENNINGS, W. H. to Fletcher, May 5, 1938

Fletcher to Jennings, September 8, 1939

HARRITT to Fletcher, July 30, 1924

HENSHAW, William G.:

Fletcher to Henshaw, (5 letters) August 11, 1919,
August 15, 1919, February 10, 1920, April 14, 1920,
April 19, 1920

Fletcher to HILLYER, Curtis, May 21, 1920

HUBER, Walter Leroy:

Huber to Fletcher, (9 letters) November 4, 1918, December 10,
1918, December 28, 1918, January 29, 1919, February 5,
1919, February 14, 1919, March 14, 1919, May 20, 1919,
June 23, 1919

Fletcher to Huber, (8 letters) November 21, 1918,
November 29, 1918, January 27, 1919, February 7, 1919,
February 10, 1919, April 19, 1919, April 25, 1919 (with
copy of April 23, 1919 Thum to Chandler letter), May
16, 1919

HUNTSBERGER, I. N.:

Huntsberger to Fletcher, June 24, 1910
Huntsberger to Union Title & Trust Co., June 28, 1910

JOHNSTONE, W. A.:

Johnstone to Fletcher, (6 letters) August 13, 1918,
November 16, 1918, March 5, 1919, March 11, 1919,
April 17, 1919, November 1, 1919

Fletcher to Johnstone, (8 letters) August 14, 1918,
March 7, 1919, March 12, 1919, March 15, 1919,
April 19, 1919, May 17, 1919, November 3, 1919,
November 28, 1919

Thum to Johnstone, (2 letters) November 25, 1918,
October 27, 1919

Fletcher to KING, T. H., February 11, 1919

MURRAY, Jas. A.:

Fletcher to Murray, (2 letters) February 10, 1920,
April 13, 1920

SCRIPPS, E. W.:

Fletcher to Scripps, (2 letters) January 24, 1920,
February 24, 1920

Fletcher to SHOW, S. B., March 7, 1940

SLOANE, Harrison G. to Fletcher, February 25, 1931

STEARNS, Frederick W. to Fletcher, March 20, 1919

SUMNER, Chas. E.:

Sumner to Fletcher, February 26, 1920
Fletcher to Sumner, February 16, 1920

TIMKEN, H. H.:

Fletcher to Timken, (3 letters) November 3, 1919,
January 24, 1920, February 3, 1920

Fletcher to WEST, Franklin G., December 19, 1939

WILLIAMS:

Williams to Fletcher, (2 letters) August 15, 1918,
August 16, 1918

Ed Fletcher Papers

1870-1955

MSS.81

Box: 45 Folder: 8

**Business Records - Business Partnerships -
Thum, Ferdinand and William - F and W
Thum Company: Legal papers & memoranda**



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.