

QUESTIONS TO ASK ED FLETCHER, JR

Were you in Los Angeles on June 24th, 1923?

On whose instructions?

Did you overhear the conversation with Mr. Weitzel and Mr. Stern?

In substance what was said?

When your father came back from the Santa Fe depot, after going down with Mr. Weitzel, did he make any statement to you in relation to a letter that Mr. Weitzel would write your father in care of Mr. Stern?

Did you see Mr. Weitzel on June 22d and 28th, 1925?

Where and how many times?

Why did you go there and on whose instructions?

State the conversation as near as you can remember.

STATEMENT OF ED FLETCHER, JR., RELATIVE TO
THE CONVERSATIONS HE HAD WITH HARRY K. WEITZEL ON
Saturday and Sunday, June 27th and 28th, 1925.

On Saturday morning my father took me to one side and told me of certain threats that Mr. Weitzel had made to him in case his offer to put over the sale of the Cuyamaca System for a certain consideration to be paid to him and two of his associate council members was exposed. He had told me of these things and wanted me to go see Mr. Weitzel and find out if he was still in the same frame of mind, and also to see his reaction since Mr. MacMullen and Mr. Spreckels, who both knew of the proposed bribery scheme, had been before the grand jury.

I met Mr. Weitzel at his home and we took a short automobile ride, at which time I brought up the subject, and the possibility that Spreckels and MacMullen had spilled the beans to the grand jury. He said that it was a terrible thing, that he could not understand for the life of him what had prompted him to allow himself to get into this mess, especially to be the tool of a couple of dirty - - - - double crossers, and intimated to me that if the thing came out that it would certainly blacken the names of Stern, Fletcher and himself.

I did not press the matter at this time, feeling that I had better talk with my father before asking Mr. Weitzel what he meant by "blackening the names of Fletcher and Stern as well as himself."

Before I left Mr. Weitzel he asked me to get in touch with my father and that he would try and get in touch with Mr. MacMullen and Mr. Spreckels and find out whether or not they had told anything incriminating to the grand jury, and for me to meet him at his house at five o'clock Saturday evening. After I had talked with my father he told me to meet Mr. Weitzel at 5 o'clock, which I did.

At this time Mr. Weitzel said he had found out from authentic sources that neither Mr. MacMullen nor Mr. Spreckels had "spilled the beans" relative to the Cuyamaca deal and intimated to me very strongly that the only thing to do to save his neck, as well as Fletcher's and Stern's was for Dad to stay out of town and not be subpoenaed and for Stern, if he did come down, or was subpoenaed not to say anything about the bribery charges and any records he might have to not produce them.

I could see that he was pretty well worried, and he wanted to get in touch with my father, so I agreed to try and get the two together on Sunday. Mr. Weitzel tried to get in touch with my father all day Sunday, but he was out of town up the coast, arriving home in the evening just in time to get some supper, and I took him to the 6:30 train where he had to go to Santa Ana in the water case. At that time he told me to go immediately to Mr. Weitzel, tell him we were afraid that the grand jury knew more than he thought they did, and that it would be unwise for any of us if subpoenaed, to perjure ourselves in any way.

I did so, meeting Mr. Weitzel at his house about 6:45 Sunday afternoon, at which time, upon learning of our attitude he immediately became very excited, saying that, "of course, if that is what you people want is a fight and blackening of your name, of course, there is only one thing left for me to do, and that is for me to defend myself by telling the grand jury that Fletcher and Stern were the first to make offers to compensate Weitzel and his associates in case they voted to buy the Cuyamaca System. I then became rather indignant and told Mr. Weitzel that he better not try to pull any such stunts as that, as I knew they had never in any way made such offers, and that we had absolute proof in the form of stenographic records, etc., which would prove his guilt, and that the parties that would be incriminated were Weitzel, Bruschi and Stewart, not Weitzel, Fletcher and Stern, at which Mr. Weitzel again repeated his charges that Bruschi and Stewart were a couple of low-lives to let him hold the sack, and that they would probably deny any charges made against them.

The foregoing is a true statement of the facts and conversation between me and Mr. Weitzel.

Dated June 30, 1925.

July 2, 1924.

Colonel Ed Fletcher,
City.

Dear Dad:

On investigation I find as follows: A night watchman's clock, a punch clock for eight stations, for the S. L. Studios will cost \$107.50. Recharging the six fire extinguishers on the property will be approximately \$10.00. 600 feet of 1½ inch fire hose, with couplings, nozzles and valves and racks for same, will cost \$200.70. Reducers for the present standpipe from 3" to 1½" would run approximately \$10.00.

I have discussed the matter with Mr. Harritt over the phone and he informs me that is undoubtedly going to be necessary to install a 3 or 4 " pipe line from Grossmont to give adequate pressure for these fire hydrants, and if this is so, there will be an expenditure of anyway \$1,000 for this item alone. He is going to test out the pressure tomorrow and find out what the conditions are at present.

The hose will have to come from San Francisco, the clock from Los Angeles and it will take 2 weeks before it could be installed, if ordered tomorrow.

Yours very truly,

Ch. J. Jr.

EF:KLM

Aug. 22, 1924

Ed Jr.:

State that when all the water is developed there will still be 150,000 or 200,000 acres of our best mesa lands without water unless we eventually bring water from the Colorado River. That 4 years ago we only had 24,000 acres of land under irrigation in this county. That the Henshaw development is putting 28,000 acres under irrigation in the northern end of the county. The Lake Hodges project 15,000 and soon most of the land in the county will be attached to land and it will be hard to take the water and very expensive once attached. That in 1913 Mr. Henshaw and I offered the Warners, Sutherland, Pamo, Lake Hodges damsites and all the lands flooded and water rights; also the entire Cuyamaca system to the City of San Diego for Three million dollars. It controls sixty million gallons of water a day net safe yield, enough for 600,000 people and they could have purchased it and developed it unit by unit and controled the situation in this County. Now 2/3 of that water is gone forever for the City and it looks as if endless litigation on the San Diego River will delay things for years. That I am more than anxious to compromise or arbitrate these water difficulties with the City and have offered to several times. That if it was oil or gold running down the San Diego River they would stop but they do not realize that water is gold and the quicker they take action the better. The system is now optioned to the La Mesa Irrigation District. The State

-2-

Engineer and State Bonding Commission have certified to the sale of the District and soon the District will call an election to vote the bonds and determine whether or not they will purchase the Cuyamaca system.

E. F.

Office
June 6, 1925.

Col. Fletcher:

In regard to the water supply at Alma Acres, I went over the matter entirely with Mr. Pray, and find that the following are the present conditions:

The well is 58 feet deep. The water level stands at 26 feet, which is very low for this time of the year as it has been up as high as 40 feet. The pump that is in there at the present time has a pumping capacity of 13 inches of water, continuous flow, but after the pump has been running for a period of 5 hours the well will not supply that amount and one cylinder of the pump commences to suck air. In other words, the quantity is reduced about one-third so that the actual capacity of the well is in the neighborhood of 9". This amount of water, perpetual flow, should be enough to take care of at least 30 or 40 acres of vegetables, and the mint men have told us that that was the amount of water they needed - the amount to take care of a vegetable crop. However, I find that they are only pumping about 9 hours a day. This cuts down their miner's inch flow another one-third, which in reality gives them about 3 inches of water. Then the fact that they irrigate for 9 hours and then quit, and providing they didn't finish thru a row of mint, they have to cover that same ground again before they can finish the far end of the row. Their system is entirely impractical and they must irrigate 24 hours a day; otherwise there is not an adequate amount of water.

I don't see why there is any need for us to do anything in order to live up to our agreement with them, if they are not willing to irrigate in the same manner in which they irrigate all over the county, Imperial Valley, or in Northern California - being a 24 hour irrigation.

I am satisfied that there is no use trying to increase the capacity of the present Miyoshi well. The only other solution to increase the volume of water for them during a 9 hour period would be to install a new pump and pipeline from the upper well into the reservoir, which well could probably at a cost of \$1500 to \$2000 including cost of pipeline, laterals, etc., produce another 6" of water.

Mr. Pray is of the same opinion as I that we should force them to irrigate 24 hours a day.

Ed Jr.

[TO: MARY FLETCHER (SISTER)]
[+ ED FLETCHER, JR.]
CSM

April 5, 1926.

Mary
Ed

Regarding Mt. Helix I am not anxious to sell any of that land that looks down into that lake, except at a good, high figure. After seeing the lake in Hollywoodland yesterday and seeing half acre tracts sell for \$75,000 I am satisfied that we have a wonderful future.

I don't want any agreeage sold anywhere near the lake either on Grossmont or Helix. Where it is one-quarter acre tracts on Mt. Helix sell it for \$1500 or \$2,000 for 1/4 acre tracts, with nothing less than \$10,000 building restrictions. Where they build a house they do not have to pay anything down, but where it is for speculation, 25 percent down, and I want mighty few lots sold at \$1500, and particularly where the lots are beautiful, unless they should bring more money.

Where there is one big knoll and it embraces three or four lots, they all ought to be sold together, and it is important not to sell any lots until you go on the ground and see what the natural boundaries are, but we must get as a minimum \$5,000 or \$6,000 an acre out of the Helix property, and only sell six or eight or ten lots on that basis.

There may be a big boom here before I get back and Cotton may be very successful in selling, in which case you want to advance the prices twenty-five percent anyway. I do not anticipate any such thing but as a factor of safety.

Please keep this in mind.

E.F.

May Twenty-eighth,
1 9 2 9

Monsieur Jean Thebaud, Pres.,
Association Generale des Mutiles de Guerre,
86 bis,
Rue du Faubourg Saint-Honore,
Paris.

My dear Monsieur Thebaud:

I acknowledge with deep appreciation the medal which
the French Government and the French Veterans have
given to the members of the American Legion who
visited Paris in 1927 and assure you that it was
a pleasure to be a member of the delegation that
visited your country in 1927.

Sincerely yours,

EFjr:AK

[ED FLETCHER JR]
CSM

THE AMERICAN LEGION
NATIONAL HEADQUARTERS
INDIANAPOLIS, IND.

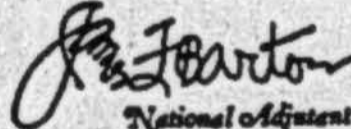
The enclosed medal was struck off by the Republic of France to commemorate the visit of The American Legion to Paris in 1927 and is sent to you at the request of the following distinguished French veterans who came to America last October to attend the Tenth Annual National Convention of The American Legion:

Jean Thébaud, President of the Association Generale des Mutiles de Guerre, 85 bis, Rue du Faubourg Saint-Honore, Paris.

Jean Desbons, Deputy and President of the Federation Nationale des Anciens Prisonniers de Guerre.

Maurice Randoux, President of the Union Federale.
Henri Rossignol, President of the Union Nationale des Combattants.

Please write to Monsieur Jean Thébaud expressing your appreciation of the action of the French Government and the French Veterans.


National Adjutant

January 9th, 1931.

Ed Junior:-

I want you to see Spurlock immediately. The first thing to do is to ask him if he wants to keep that property, the 2½ acres. If so and he will pay me \$1500.00, I will give him back that trust deed of \$2500.00 and call everything off, Spurlock and wife to give me the quitclaim deeds herewith enclosed.

If he wont do this, then offer him \$50.00 to sign these two quitclaim deeds and call everything off. If you have to, pay him \$100.00. Pay him as high as \$200.00.

I will be on the phone here and if you get into any trouble give me a ring right off, but take along a check.

E. F.

EF/RC

San Diego, California
November 21, 1935

Dear Dad:

At your request I spent several hours yesterday going over the surveys a Cuyamaca relative to the State Park boundary line between our land and the State Park. Mr. Norman Glover accompanied me.

Referring to the enclosed sketch No. 1, being that portion of land West of Cuyamaca Lake, for convenience sake I have numbered certain corners of our property from 1 to 4. These numbers are not the actual corners necessarily, according to the partition map but are merely for the purpose of this explanation. We did not go to corner marked No. 1 as time did not permit, however, we did go to corner No. 2 upon the Northwest slope of Middle Peak. This corner seems to be properly located with witness trees still intact. However, this line from Corner No. 1 to No. 2 which is on the West line and also the State Park's East line has not been brushed through and no fence built and before you sign any map agreeing to this line as established by the State Park surveyors they should actually run the line, brush it out and fence it. They have already brushed out and put in a new fence from Corner No. 2 to Corner No. 3 and Mr. Glover and I both agree that it is as near on line as humanly possible.

From Corner No. 3 to Corner 4 the fence is also installed and is on proper alignment as nearly as possible. Corners Nos. 2, 3 and 4 which we visited are marked with 2 inch galvanized iron pipes with rock mounds capped with the state capping insignia.

As I said before, Corner No. 1 should be actually set if not already set and the line run through before you sign any agreement or map which will forever settle any boundary dispute on this property.

Referring to Plat No. 2, this plat refers to the property surrounding the old mining claim to the East of Stonewall Mine and the numbers that I have given the corners do not actually correspond to any particular map corner number but are merely for identification purposes. We found corner No. 1 to be set, which is substantially correct and acceptable, corner No. 2 likewise. Corner No. 3 is now set but both Glover and myself felt that it was located too far to the South East and that it should be located more nearly at a point marked Corner 9 on my plat. Corner No. 4 has not been set. Corner No. 5 has been set and is approximately on the correct alignment. Corner No. 6 seems to be on the proper alignment but Corner No. 7, like corner No. 3 would appear to be too far to the Southeast and it is our feeling that it should be more nearly in the position of corners Nos. 8 and 9 as shown on my plat. The reason we should be very careful about the location of corners 7 and 3 is that it is possible we would have no access from the Southern parcel to the Northern parcel of our property without going across the State Park or through Mr. Harper's property. Inasmuch as the Northern parcel fronts on the lake it is highly desirable our property should be contiguous.

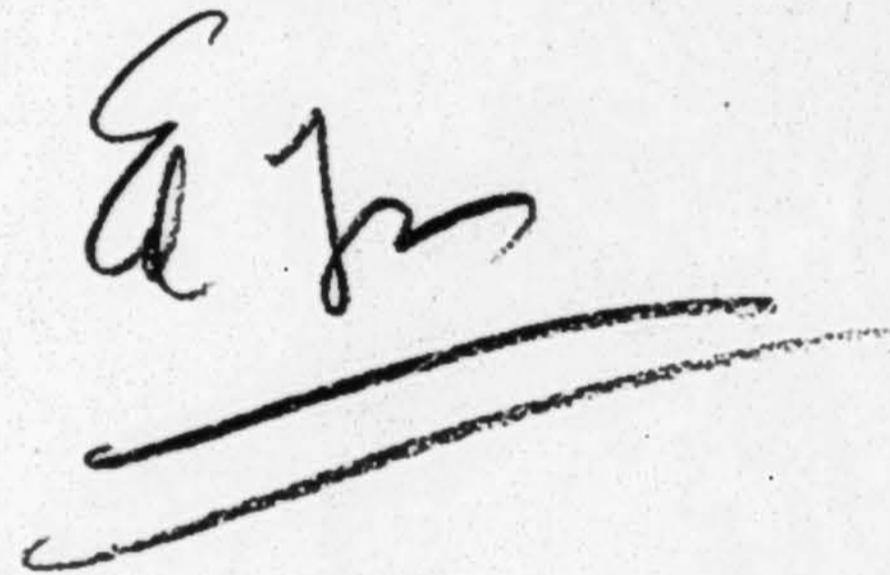
#2

The State has not set a corner at point marked Corner 4 for the reason I imagine that their property does not abut at this point either our property or Mr. Harper's property but it would seem to me that before signing any agreement or agreeing to their map we should know the exact alignment of the line running from 2 to 4 so that we can ascertain for sure whether or not Corner 3 is to the East of a straight line between 2 and 4 or whether or not we have access between the two parcels

The State Park should also furnish us with a map and survey showing the courses and distances between their monuments and I believe some rights of way or easements from the new road which the State Park have built into the Stonewall Mine across their property to these two parcels should be obtained before you agree to this map. The same is true of an easement across approximately 25 feet of State Park property on Middle Peak to a junction with the road already constructed to give us access to the Western side of the Middle Peak property.

Trust this is the information you desire.

EFJr/RC



[to Katherine Hays &]
Ed Fletcher, Jr.
csm

February 1st, 1938

Katherine and Ed

Read this carefully.

Is it not to our advantage to only take the value of real estate and not the improvements when we are settling with the Municipal Bond Co. Won't we get more land?

The irrigation District does not assess improvements and I think we would get farther and get more land if we ignore improvements.

While I am gone won't you divide it up into three parcels based on equal assessments. What is the assessment of the land north of the Bostonia highway. Is that not about 1/3d and the other 2/3d south of the highway. The assessed values run high on Fletcher Hills No. 1. Which do you think ~~it~~ will sell first, No. 1 or No. 2? Let me have some ideas on this to investigate and check up when I come back.

My proposition is to divide it up into three tracts and then let us draw as to who shall have the first choice. Personally Fletcher Hills No. 1 does not look so hot to me. On the other hand there is more paving and less rough acreage. The taxes will be heavier but closer to school. No view to speak of excepting one row of lots.

I do not object to the division of three tracts and then taking off 3 1/3% as suggested but what I want to know is will we get more land if we only take the valuation of the land and ignore the improvements or if we include the improvements.

What are the assessments against the Byers house and 5 ac. also where Pedroarena is living. We better pay up our 15 cents on the dollar there and save that out of the wreck and not include it in the division.

ED FLETCHER

April 5, 1939

Ed Fletcher Company
1020 Ninth Avenue
San Diego, California

Re:-F.&W.THUM COMPANY

My dear Ed:

Enclosed find letter from Reed of March 31st and copy of my answer in reply which please show to Lovett and let me have your reaction.

For heaven sakes make no more suggestions. Find an excuse to see Reed in the next three or four days or a week and report to me. I know you are doing the best you can, but here is a case that I must settle and nobody else, only play ball with me and we will fool them yet.

Lovingly

DAD

EF/jv
Encl.

May

Ed Fletcher Company
Real Estate

1020 Ninth Avenue Franklin 6204
San Diego, California

March 31, 1941

Dear Dad:

V. R. Dennis was just in and would like to buy approximately 40 acres more surrounding his quarry site as denoted on attached sketch. Area in red is the area he already owns and area in yellow is that which he would like to buy. The area shaded in in yellow would be that portion which is at present leased to the Government and on which they have given us to understand they are going to condemn. He wants 40 acres at \$50.00 an acre.

We owe the San Diego Trust & Savings Bank approximately \$1600.00 to clear the mortgage.

What is your reaction to this?

As ever,

Sen. Ed Fletcher
State Capitol Box 53
Sacramento, California.

Must see stakes on the ground. It as worth

EFJR M

*10000 acre
Must protect dam
& future construction
Get stakes in & await
my return Dad*

*For must
consider
spelling
on north
side*

He says

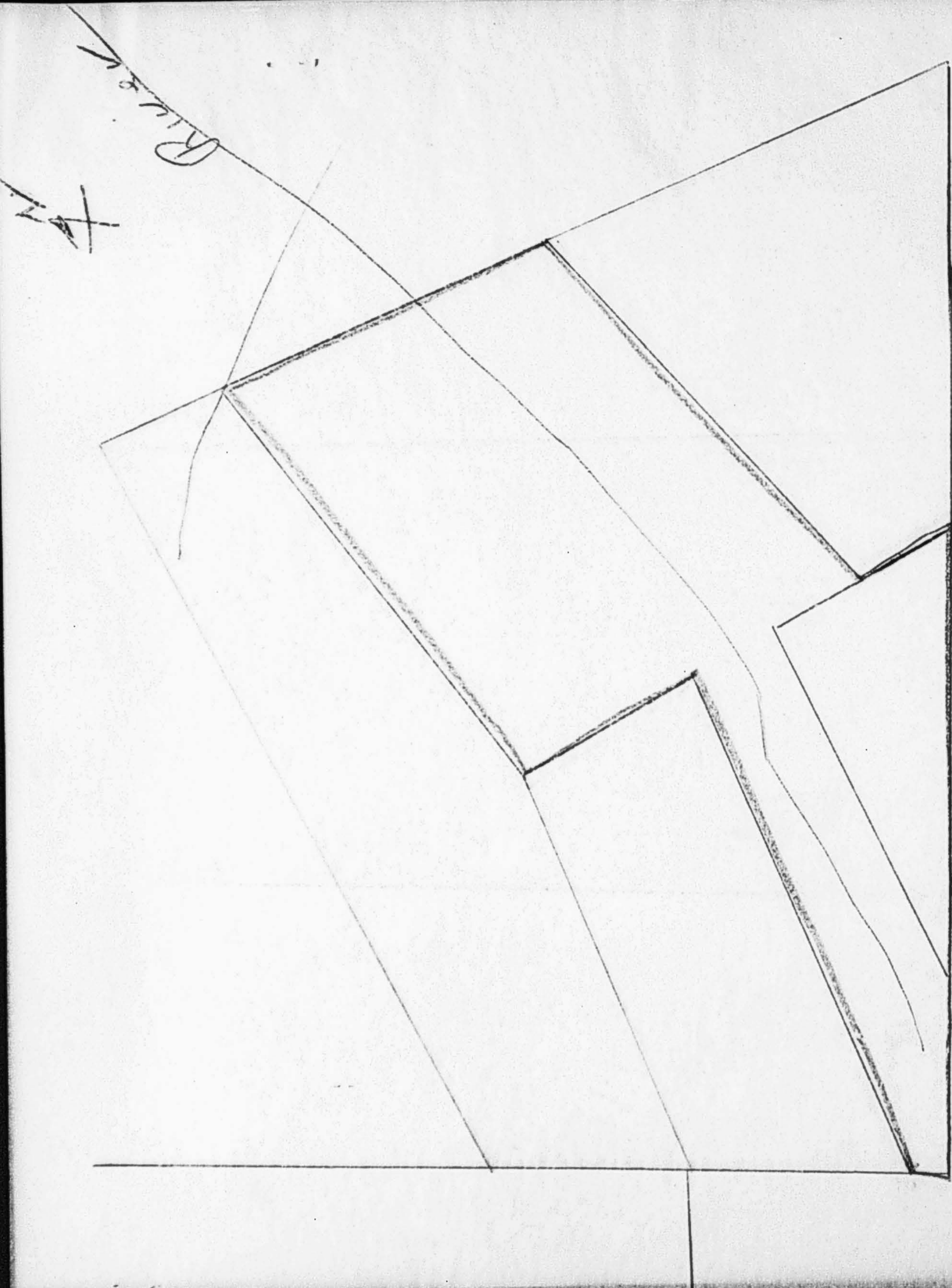
it is

*100-700
feet below*

present site

Want to

*Hyatt to
select site*



April 4, 1941

Dear Dad:

Enclosed find another plat of the Mission Gorge property, as you seem not to have gotten the idea from the one I sent you before.

On this you will find in red the area which Mr. Dennis bought originally. In green you will find the piece of property he bought second, and in yellow the approximate 40 acres for which he is offering \$50.00 an acre at the present time.

This area in yellow does not go up the river any farther than his original purchase and is up on the hillside so far that it absolutely in no way has anything to do with the damsite. If it could then the boundaries on his first purchase are all haywire.

I have denoted where the base line of No. 3 dam is located, according to the survey by Edwards, and have drawn another line 500 feet down stream which would still leave at the closest point 300 feet to Dennis' original East line.

We owe the San Diego Trust & Savings Bank \$1700 on the mortgage on this property and this would mean we can clean it up and have a little over; also a portion of this property that he is trying to buy now is under lease to the government and they are contemplating condemnation. It is a cinch they will never give a figure in excess of \$10.00 an acre for that rough stuff, and if we can make a sale of part of it at \$50.00 an acre it will better our chances of getting a greater price. Dennis' rock quarry at the present time is as I have shown on the plat. The dam could be moved down stream 400 to 500 feet and still remain on our property, but this sale would in no way change the picture in case you had to move down stream. However, if you still want me to try and stall Dennis, o. k., but I thot if we could sell for \$50.00 an acre before the government condemned at \$10.00, which I still think will be a high price for them, if they set it as high as \$10.00, we would be making money by it.

Sen Ed Fletcher,
State Capitol
Sacramento.

As ever,

SACRAMENTO ADDRESS
STATE CAPITOL
—
HOME ADDRESS
1020 NINTH AVENUE
SAN DIEGO

COMMITTEES—
FINANCIAL INSTITUTIONS
FISH AND GAME
MILITARY AND VETERANS AFFAIRS
TRANSPORTATION

ED. FLETCHER

SAN DIEGO COUNTY

CHAIRMAN

BUSINESS AND PROFESSIONS COMMITTEE

CALIFORNIA LEGISLATURE

Senate

Sacramento, California
April 7, 1941

Ed Fletcher Company
Box 670
San Diego, California

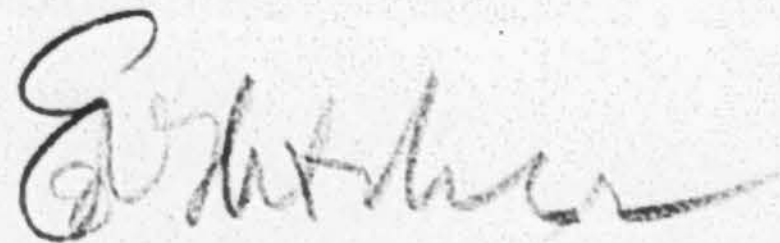
My dear Ed:

You notice that you are taking a small part, probably ten acres, that the Government wants to buy. They might throw up the whole deal. Wouldn't it be better to force Dennis to buy all the rest of the triangle, a prolongation of their first purchase-- add about twenty or thirty acres more? Then again, we must reserve a right-of-way for easement purposes to get to the rest of our property in case the Government should not buy it. In any event to get to the top of the dam on the north side.

Please let me pass on the reservations and don't make any final commitment until I see the whole set-up in writing.

Lovingly Dad

EF:MH



Ed Fletcher Company
Real Estate

1020 Ninth Avenue Franklin 6204
San Diego, California

April 8, 1941

Dear Dad:

I got hold of Captain Mathews, Admiral Blakely being out. He states that the United States Attorney in Los Angeles has not as yet received any of the papers necessary to make up the notices of taking, so it will probably be some time before anything new develops on Camp Elliott.

I had a call from the Marine Base today relative to the leasing of 40 acres north of the Van Dam house which Glen Foster just purchased upon which to construct two 250 ft. towers for training parachute jumpers and he wanted to know if we would lease it. I told him that subject to the removal of the hay which Foster has on there that we would lease it for \$1.50 per acre per year, and he is sending the papers on to Washington. This is more than we have been getting out of it from Foster for hay.

I talked with Dennis and he is willing to purchase subject to your re-purchase in case of necessity for spillway purposes, any portion of the land that he buys, however, I believe our best bet is not to be too hasty in dealing with him. I believe he is quite anxious to get the property and by not appearing too anxious to sell I think that we can work a better deal with him.

Your letter from Pierce, Labor Secretary, just received. You sure answered him fine.

Regarding the payment on the Camp Elliott leases as soon as the check for this month comes in we will take care of the Scripps matter unless in the meantime they change their attitude.

All of the cottages are now at Seaside Court and things are going along o. k.

Your letter to Kerr is well worded and I suppose when I see him tomorrow he will tell me about it.

-2-

Busy getting Helix in shape for Easter and it will be beautiful if we do not have any more rain, however, the parking facilities are going to be bad.

Regarding your last letter relative to Dennis, I think that we better let the whole thing go over until you get home and see conditions on the ground.

AS EVER

EFJR M

Sen. Ed Fletcher
Sacramento, California.

Ed
Got surprise for dad

April 16, 1941

Dear Dad:

Your letter of April 14th received. S.B. 283 which passed the senate and was supposed to be enclosed in your letter was not enclosed, so you might send one along. Frank Beers is the name of the party that you wanted me to send it to, and you also wanted his address, which is 2319 C Street, San Diego, Calif.

You enclosed letter from Hyatt, also map which I had sent you relative to Mission Gorge. I would take it from Hyatt's letter that this sale to Dennis' would not in any way interfere with the damsite so long as Dennis would grant us rights-of-way, etc.

My idea of tying Dennis up and making a sale as soon as possible was this - that in case the condemnation proceedings go thru and we do not get for this land a high price he may not be willing to pay us \$50.00 per acre, altho for his purposes I imagine it is worth it anyway. However, before I want to definitely go on record as favoring any action I want to go out on the property and see just how close he is already excavating to our line. It may be possible that he is getting closer to our property line than I realized. In fact, with the new quarry site being opened up right now he may be encroaching.

Regarding Duffy - If you can hold the job thru Duffy open for Louie for 30 days, without serious trouble to yourself, do so, but if you cannot hold the job open I think that Louie will know that you have done the best you can.

Have not had a chance to see Kerrs but will try and do so tomorrow.

Regarding letting matters stand on re-financing Seaside Court, I don't see how it is going to be possible to do so and wait 4 or 6 weeks unless we can get some money in from some place. We have made quite a few small sales but when it takes from 40 to 50 percent of a sale to pay up delinquent taxes, commissions and incidental expenses, surveys, etc it does not leave much.

Ed Fletcher Company
Real Estate

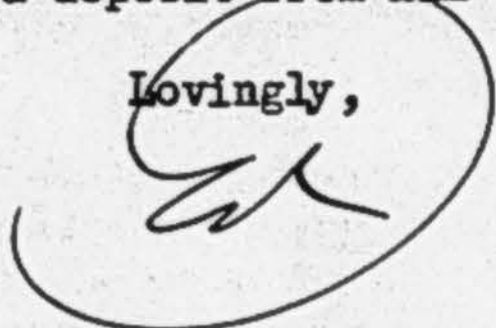
1020 Ninth Avenue Franklin 6204
San Diego, California

May 5, 1941

Dear Dad:

Was out with Dennis Saturday at the quarry and had already put up the flags showing the boundary of his property which discloses that he has already stripped the top soil off of a piece of our property 170 feet long and approximately 80 feet wide, preparatory to enlarging his quarry, as I have marked on the enclosed map.

I believe that he knew it all the time, and that this was why he was giving us the rush act, however, he states that you told him quite a while back that if he would buy 40 acres that you would give it to him at \$50.00 per acre, and that is the only offer I could get out of him, and he is ready to go thru on that basis. Do you want me to get a deposit from him on that basis?

Lovingly,


Senator Ed Fletcher
State Capitol
Sacramento, California.

There is a \$600 note due the Sprackels Company on the 28th of April. There is still a balance due on the hauling. We will have to pay McChesney for connecting up the sewers in the neighborhood of \$250.00. There are a lot of lumber bills unpaid on the last two cottages at Halls and Larricks, and we will be lucky to have any of the 12 ready for occupancy before the 1st of May. Of course once we get them rented, the income at \$10.00 each per week will help.

We have drawn on practically all of the agency accounts to keep Seaside going, in fact nearly \$4,000 has been paid out since Jan. 24 on Seaside alone. I have checked up on the last five jobs that West has done, being the Del Mar house, the sea wall, the Encinitas house that he moved down and the Woods house he moved from Solana Beach, together with his allowance for labor on the Coronado houses and find that he is well within his budget. It is just that we have been counting on money coming in that has not shown up, however, I will try and stall, if necessary, but it may mean we will have to refrain from paying some taxes.

As ever,

EFJR M

SACRAMENTO ADDRESS
STATE CAPITOL
HOME ADDRESS
1020 NINTH AVENUE
SAN DIEGO

ED. FLETCHER
SAN DIEGO COUNTY
CHAIRMAN
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TRANSPORTATION

CALIFORNIA LEGISLATURE

Senate

Sacramento, California
May 6, 1941

AIRMAIL
SPECIAL DELIVERY

Ed Fletcher, Jr.
Box 670
San Diego, California

My dear Ed:

Some time ago I sent you the following telegram, dated March 27, 1941, signed by James A. Thompson, member of Local 526 Stationary Engineers, etc. Will you have that telegram photographed by Sensor and send me two or three copies by airmail. Keep the original tight in your possession. Please rush these pictures.

I am very much exercised over the Santa Fe Irrigation District. Ask them to postpone everything until my return. Do not make any commitments.

I am returning signed note to Bank of America. You had better keep away from Katharine and Mary or you will get the pink-eye too.

West told me that he could make a couple more houses at a very low cost, using the material from the garages from Coronado. Why not let him make a proposition anyway, as to cost.

Give Maude Scritchfield a five-dollar ad.

Speaking again about the Santa Fe District, tell them I am up here working for their interest and I want them to wait until I get back after the Legislature adjourns, before I can do anything.

When is the lease up for our Ninth and Broadway Building? At the end of that period we should move into our own building and change the third floor to apartments as we have planned. If I remember it is only for six months or a year, and we had better stay where we are even though they increased the rent fifty dollars a month where we are now.

also use ground floor on 9th Street side

Ed Junior- May 5- page 2.

that was nearly a year ago

Don't make any sale to Dennis until I get back. He lies when he tells you that I agreed to sell to him at fifty dollars an acre. I only said I would recommend it providing we could agree on the boundaries. If he takes one hundred acres I might be willing to let him have it for fifty dollars on the understanding that it is satisfactory with the Government. Write him an official letter not to go on our property at all. Have Ferdinand prepare it, and tell him that the property is in the name of the children and that I had only agreed to recommend the price of fifty dollars an acre providing the boundaries were satisfactory, and tell him that things will have to wait until I get back. Do it in my name

Supposing that we did get Dennis to buy seventy-five or one hundred acres and got the Government to change the line leaving us the rest of the land owned by the Cuyamaca Water Company north of the canyon-- would we not then be getting more money if we sold seventy-five or a hundred acres than what the Government would probably give us? I think I can, without any trouble, get the Government to release that portion from Camp Elliott and change the boundary to the north line. They only took it at my suggestion originally, but where we made our mistake, and where the delay is so long is our own fault. Ames and Harry Chandler's son-in-law are to blame for it, in that we recommended that change and they had to make new valuations, which delayed the whole thing. It is costing us a pretty penny and lots of worry.

I know that Stephen Burch had passed away, but did not know that Mrs. Murray had gone.

I don't want to commit myself regarding the reapportionment yet, re Imperial Valley and San Diego County. Will go into Charlie Stream's matter- A.B. 1080, and let you know. Hold off the settlement with San Diegueto Irrigation District regarding Avocado Acre No. 3, also.

With love,
Dad
mail to dog small
group family pictures
+ serving sons troop
Telford Murray
15000 till I return + give
me his reply
Hullo Paul by 25"

May 7, 1941

Dear Dad:

Enclosed find copy of letter I have written to the Irrigation District; also copy of letter I have written to V. R. Dennis.

Regarding the construction of two more cottages by West out of the balance of the material, I took this matter up with him yesterday while I was at Seaside and he informed me that the only material that would be suitable at all, to use was a small amount of dimension lumber, such as 2 x 4 and 4 x 4, etc.

I feel, and McClure feels, that we should do no further construction this year, but should get what we have properly cleaned up and ready for use. It will be two weeks yet before West will be finished with the present cottages, that is getting the lattice work underneath them finished and the one cottage which had termites in it properly repaired; also there is some roof work to do on most of them.

The painter got started on them Monday and it will take him better than two weeks to finish painting.

Regarding the lease of 9th & E Streets, the library has a definite lease on the entire building until a year from next September with an option to renew for two more years at a rental to be mutually agreed upon. I agree with you that we should not under the circumstances make any lease on our present location but take a chance on a month to month proposition, even tho we might have to pay a little additional rent.

Lovingly,

EFJR M

May 8, 1941

Dear Dad:

Years ago we evidently slipped up and when we deeded to the county free of charge the old county road station at Cuyamaca Lake, we failed to put in the deed a reversionary clause in case they ever failed to use same.

There is approximately $\frac{3}{4}$ of an acre, with a fairly good well on it, with the little old house. It was put up for public auction by the county and I protested to the Board of Supervisors about it on the grounds that we had given it to them free of charge and it should be returned to us if they were not going to use it, however, the ruling of the District Attorney's office was that the only legal procedure that the county could follow, because of our failure to put in the reversionary clause, would be to sell it to the highest bidder at public auction.

They had had an opening offer of \$350.00 and when I went down to the sale this morning there were about six people to bid, but the bidding soon confined itself to two of us. I finally jumped the bid from \$475.00 to \$500.00 and had decided in my own mind that was as far as I would go, but there were not any more bids and it was sold to me for \$500.00, including the improvements.

I have put up the \$500.00 to the County and will have a grant deed the first of next week. Does the Grossmont Park Company want this property at that figure or shall I go ahead and make plans to fix it up. I will explain the whole situation to the boys Monday noon and get their reaction. I do not have any doubt but what it can be sold at a profit without much trouble.

As ever,

Senator Ed Fletcher
Box 53, State Capitol
Sacramento, California.

February 5, 1943

Dear Dad:

I have asked the Southern Title Company for a quiet title search under Order No. 138-611. I have checked the tax sale No. 2343 of December 8, 1942 when the property was sold by the state to Jene Smith of Miramar for a total cost of \$167.70. As soon as the quiet title search is here Ferd can tell you approximately what the cost will be to clear the title.

At any rate the very least that it would be under the present circumstances would be \$167.70, plus \$50.00, plus approximately \$50.00 additional for attorney's fees, and court costs. This would be on the basis that Mrs. Smith would give up possession by getting her money back, providing the court held the tax deed illegal; providing the court does not hold the tax deed illegal then the court has the right, if it sees fit to quiet the title in the name of the tax deed holder in which case you would have to pay her whatever she wanted to get out.

ED FLETCHER, JR.

ED FLETCHER COMPANY
CUYAMACA WATER COMPANY

Real Estate

1020 NINTH AVENUE • SAN DIEGO, CALIFORNIA
TELEPHONE FRANKLIN 6204

March 12, 1943

Ed Fletcher Company
P. O. Box 670
San Diego, California

Atten: Mr. Ed Fletcher, Jr.

My dear Ed:

Answering yours of the 10th, I told Ray Jacobs that I would sell him approximately one thousand acres, the boundaries to be mutually agreed upon, for \$30,000, giving him a perpetual easement for the 100 foot strip, tying the property north and south of the creek together, as is mentioned in your letter; we also reserving the right to cross that strip and probably cattle guards will have to be put in. That offer still holds good.

Jacobs has introduced two new factors that have never been discussed before between us: Free pasturage of the rest of the land. My answer to that, would be to let him pay the taxes and, in consideration of that, we will give him the first opportunity to buy on prices and terms mutually agreed on - - we, however, reserving the right to go ahead and develop the property on giving six months written notice. The other deal Jacobs has injected is, the leasing of the Julian Potter lands. You should have found out from John Steen and made up your own mind whether you want to give up or not the Potter lease or on what terms before even writing me. It would be a pity to kill the sale of the Kelly property on account of this lease. As I remember, John Steen recently has had pretty cold feet on the pasturing of the Potter property on account of its being so farr away.

Wire me on receipt of this if you will give up the Potter lease, but, if you have already made your arrangements and got your cattle up there, it would seem so be that the lease should be in effect until this fall anyway. Have you gone to any expense in relation thereto? Wire me what you insist on to release the Potter property. I see no reason why we could not give them the first option to buy the Potter land. Wire me if the money has been deposited.

I am returning the map showing the lands that we can positively give. As I see it, this only includes about 960 acres but we can probably get them the Government 40, marked in the circle, or we might give them the two 40's marked double x - but I don't want to give that away only as a last resort as it is very beautiful property.

Ed Fletcher Company

-2-

March 12, 1943

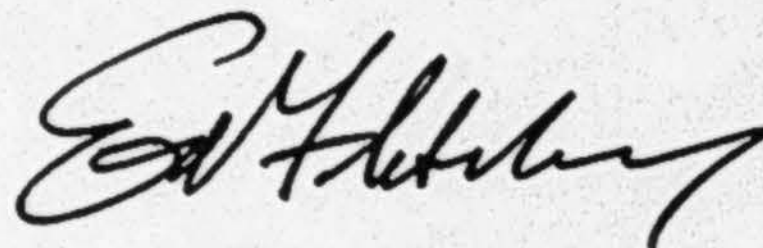
I think we own some lands in Pine Hills, marked Circle "A", or we can buy some more of the Marston property at about \$20 or \$30 an acre to make up the thousand acres.

Don't show this map to Jacobs, and keep out the two 40's marked double x in the circle in black until the last minute, but let them go into escrow on a basis of 1000 acres with boundaries to be mutually agreed upon. I think it would be a big mistake for us to lose this sale.

Write me full particulars about Potter lease, and please return this map for future negotiations by return mail.

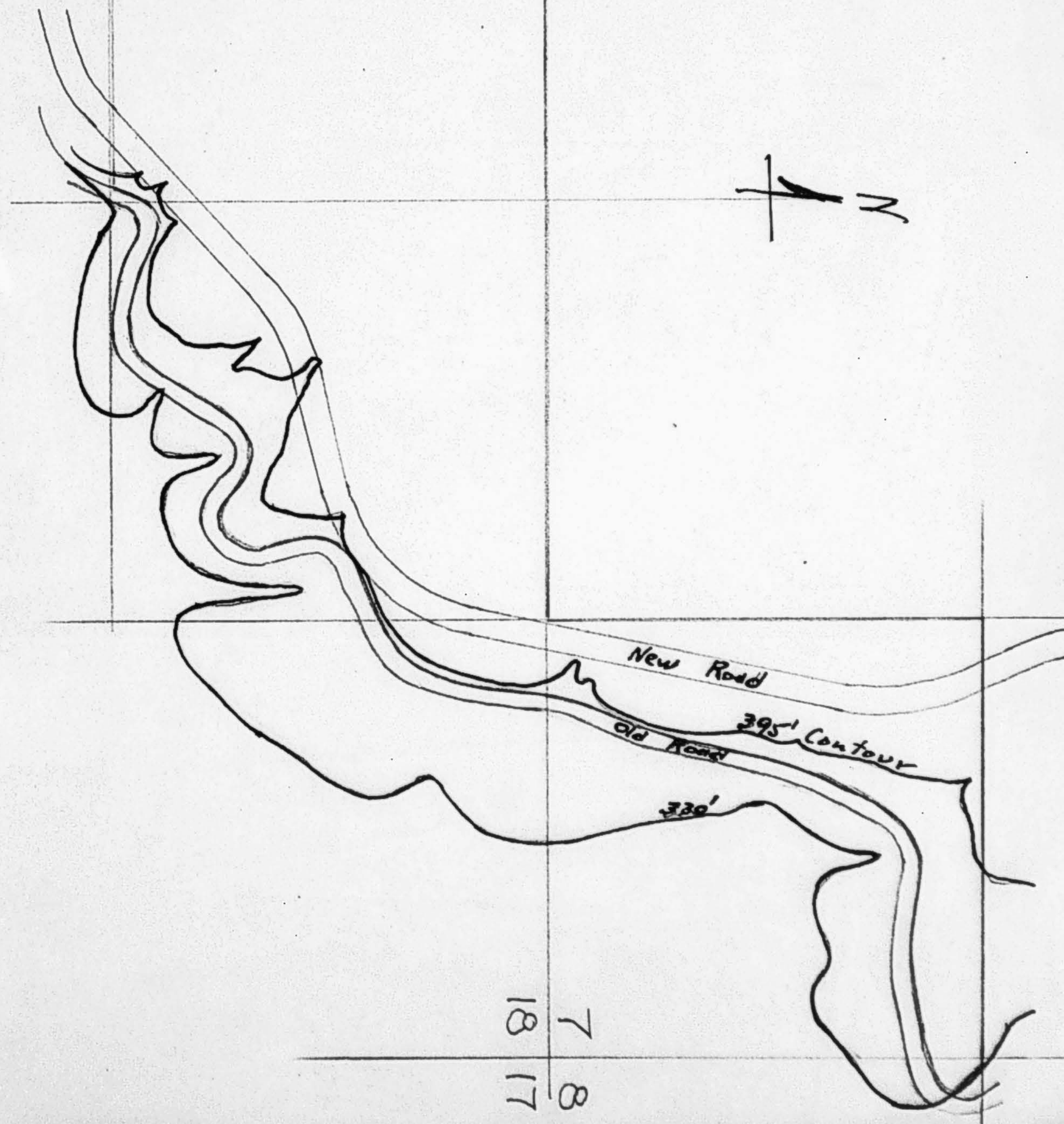
As ever,

Your loving dad,



P.S. If the deal is going through, before anything is signed up, please let me pass on the papers and, above all things, you should first see Sawday - let him know what is going on and look up our lease as to how much written notice is to be given Sawday and when it will be convenient for Sawday to give possession and satisfactory to the new purchaser. Do you know ~~the~~ the new purchaser is? Let them draw up the papers and let there be entirely separate agreements. What I mean is, the properties to be deeded or in a separate escrow and the deal completed with no "ifs and ands." The rest of it will be in the form of a written agreement between the Company as regards the options to purchase the lease and so forth. The 100 foot easement or deed, the location to be mutually agreed upon. On the buy and sell property on which there is a mortgage, have everything clean cut and not one dependent on the other. I don't want to give up the time to come down there unless I have to.

E.F.



Sunday

Dear Ed:

Agreement Ed Fletcher Co. and Ray Jacobs:-

In consideration of the purchase of the so-called Kelly lands by Jacobs from the Ed Fletcher Co. said Jacobs shall have the renting of the so-called Potter lands at \$350.00 per year for the balance of the year 1943 or at the expiration of the Marston lease; payable 1/2 down and 1/2 each six months thereafter for a 5 year period subject to sale or our improvement of the property. If the deal went thru Jacobs could put his stock immediately on the potter property. I assume the Potter lease to Marston is ended. I assume you have told Jacobs just when the Marston lease expires and wire me Monday when Marston lease expires, and Sawday's lease on Kelly property expires in event property is sold.

Said Jacobs to have first option to buy at price offered. If property sold Jacobs to vacate on 90 days written notice. If improved 1 year's notice, if property developed by Ed Fletcher Co. in subdivision. Said lease to be cancelled at the end of any one year. Usual cancellation for non-payment of rental.

Said Jacobs also to have lease of lands we have reserved on Cedar Creek subject to sale and subject to our right to improve and develop by building of roads, dams or other improvements. The usual conditions regarding rental and cancellation and Jacobs to pay the taxes (this refers to Cedar Creek property).

Regarding right-of-way across Cedar Creek, this should go in this agreement when we request it. At joint expense cattle guards or underpass for cattle across Cedar Creek, location to be mutually agreed upon, are to be built and when land is sold by the Ed Fletcher Co. which Jacobs does not buy, fences are to be built at joint expense.

To illustrate, if we should ever build a road up Cedar Creek and develop the property or sell it to others, both sides would have to be fenced at joint expense. Right of way of Cedar Creek to be at a convenient crossing.

The following to be a separate escrow entirely with the title company.

For the sum of \$30,000 Ray Jacobs buys from Ed Fletcher Co. approximately 1100 acres of the so-called Kelly lands between Pine Hills and Cuyamaca Lake, boundaries to be mutually agreed upon, and legal description to be included. Terms \$2,000 down as option money; \$13,000 to be deposited within 30 days from date when title shows clear and mortgage for \$15,000 signed at 4 1/2 percent on terms.

Purchaser takes property subject to easements and reservations of record.

Taxes to be pro rated as of this date;

Possession of property to be given _____

Confirming telephone, it's o. k. with me to let you all have for 4 years the Fletcher Hills Block 36 at the expiration of Sawday's lease, if this deal goes thru if Sawday's lease expires in one year as you say, the rental to be the same. As I remember it Sawday was to get off the Kelly ranch on 90 days written notice, and we must live up to our contract with Sawday.

Before telegraphing me, telephone Jacobs everything about earliest day of giving possession and will Jacob's client meet me Friday or Saturday to close deal in San Diego.

My idea is that we can give them enough land, buying some from Pine Hills Assn at \$20 to \$25 per acre, and letting go enough land not on Cedar Creek to make up the 11 acres. Will see Forest Service tomorrow about acquiring government 40 thru an exchange. My plan is to give them 1100 acres all in one piece.

If Jacobs means business you are now in position to draw up the two deals. If you need Ferdinand O. K. but all we need is an exchange of letters on No. 1, and escrow No. 2 with the Title Co. letting me pick out the lands to go to Jacobs and we can sign up Saturday. Whip it into shape as far as possible.

ED FLETCHER COMPANY
CUYAMACA WATER COMPANY

Real Estate

1020 NINTH AVENUE • SAN DIEGO, CALIFORNIA
TELEPHONE FRANKLIN 6204

April 9, 1943

Senator Ed Fletcher
State Capitol
Sacramento, California

Dear Dad:

I just received the map of the Lake Hodges property showing the property that we own, the location of both highways and the location of both the 330 and 395 foot contours.

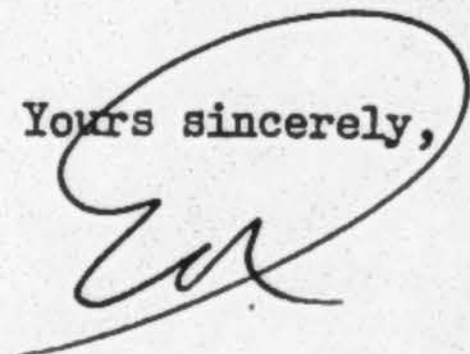
There is no land below the 395 ft contour belonging to Marston and the trust as we had always thought. The 395 foot contour is above the old road at all points, unless by some chance the road goes thru a little saddle with a high knoll to the East, in which case there might be a little island left above the 395 foot contour.

As it stands now, according to the title company you own lands outlined in red on the enclosed map, and the Lake Hodges Trust, Marston, et al owns the land outlined in yellow.

I have denoted the location of the 330 and 398 ft. contours. There are approximately 9 acres in Section 7 belonging to Marston and approximately 14 acres in Section 18, belonging to Marston. What I am wondering is why Marston wants to buy any land above the 395 foot contour between Camp Del Dios and the dam.

I would say that you own approximately 80 to 90 acres above the 395 foot contour. The city has already asked for a title search on the Marston land from the Southern Title and they are preparing it.

Yours sincerely,



EFJR M

May 10, 1943

Dad:

Gene Smith, Poway, Calif was in this morning and wanted to know what we would take for a quitclaim deed to the little rock building north of the bridge which he bought at tax sale.

We have a letter from Homer Hansen that he will give us a quitclaim deed for \$50.00, so in reality we do not have anything to give unless we buy Hansen out first. Smith made the remark that he might be willing to sell his tax title to us but said he preferred to buy. I imagine if you went to him with a buy or sale ~~proposition~~ proposition for about \$200.00 that he would sell rather than buy. I am attaching hereto file on the matter.

ED JR

ED FLETCHER

MAY 10 1943

Ed Fletcher Papers

1870-1955

MSS.81

Box: 8 Folder: 14

General Correspondence - Fletcher, Ed, Jr.



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