

A. D. LAMOTTE
President

H. E. CALLAWAY
Vice-President

L. E. BURTON
Secretary-Treasurer



December 28, 1928

Mr. Ed Fletcher,
Cuyamaca Water Company,
920 8th Street,
San Diego, California

Dear Mr. Fletcher:

On January 9th we wrote you relative to the account of Mrs. C. J. Hurley, formerly of Cuyamaca Lake Lodge.

We are informed that Mr. and Mrs. Hurley have given up the Lodge and assigned all its contents to you. No doubt they failed to mention that the radio set was not paid for and that we hold a conditional sale contract from them for it.

For your information we are inclosing an itemized statement and would be glad to have your advice as to the best way of getting the instrument down to San Diego. That is, provided you do not wish to pay off the balance due and retain it as part of the Lodge furnishings.

Yours very truly,

THEARLE MUSIC COMPANY

O.E. Nobles
Credit Manager

OEN:LH
ENC:

MAIN 4122

SAN DIEGO, CAL.

12-28 1928

Mrs. C. J. Hurley

Julian, California

Thearle Music Co.

640-44-46 BROADWAY, NEAR SEVENTH ST.
ESTABLISHED IN SAN DIEGO IN 1887

EVERYTHING IN MUSIC

MONTHLY ACCOUNTS MUST
BE PAID BY THE 10TH

INTEREST WILL BE CHARGED AT THE RATE OF ONE PER CENT
PER MONTH WHEN ACCOUNTS BECOME 30 DAYS IN ARREARS

1925	June 22	At Kent	\$5	10650	
	Sept 6	mdse		100	
	7	mdse		700	
					11450
		Cash received on 7/2			
	June 22	"		2500	
	July 20	"		1000	
					3500
					Balance
					7950
	Dec 28	Int. due to date			230
					8180

ORIGINAL MAILED TO THEARLE MUSIC CO.

SLOANE & SLOANE
San Diego, California,

January 3, 1929.

Ed Fletcher Co.,
920 Eighth Street
San Diego, Calif.

Dear Colonel:

Replying to your inquiry regarding the radio set purchased for the Cuyamaca Lake Lodge by Mr. and Mrs. Hurley, would advise you that if the Thearle Music Company delivered this radio to Mr. and Mrs. Hurley under a conditional sales contract, whereby they reserved title to the property until the total purchase price was paid, the radio set still belongs to the Thearle Music Company. Would advise you, however to ask the Thearle Music Company for an inspection of the contract. If the sale of this instrument was made to the Hurleys outright without a reservation of title as security for payment, you could hold it notwithstanding the full purchase price has not been paid and will not be responsible for the unpaid balance but if it was delivered to the Hurleys under a conditional contract sale, whereby the Thearle Company retained title, your only way to hold the instrument would be by paying the balance on the purchase price. We return herewith your letter and statement from the Thearle people.

Yours truly,

SLOANE & SLOANE

BY W. A. SLOANE

WAS:AH

January 4th, 1929.

Thearle Music Company
640-644 Broadway
San Diego, California.

Gentlemen:

Answering your letter of December 28th, enclosed find letter from Sloane that is explanatory.

Please let me know what the facts are in the matter.

Hurley beat me out of nearly \$1000 and turned over all of the personal property to me and represented that he owned this property. Did you make a conditional sales contract whereby you reserved title to the property?

Very sincerely yours,

WT:GMF
Encl.

Ed Fletcher Papers

1870-1955

MSS.81

Box: 29 Folder: 21

General Correspondence - Thearle Music Company



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