

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

"CORRESPONDENCE WITH C. C. CROUCH ON THE MURRAY NOTE"

BROWN, W. S. K.:

Brown to Crouch, (2 letters) April 1, 1925, April 28, 1925
Brown to Fletcher, (2 letters) April 28, 1925, undated copy
Fletcher to Brown, May 6, 1925

MATHEWS, Lou B. to Fletcher, May 2, 1925

SANDERS, HUGH A.:

Sanders to Fletcher, November 1, 1923
Sanders to Brown, November 1, 1923
Sanders to Smiley, May 6, 1925

January 2, 1925.

Mr. W. S. K. Brown;
315 Montgomery St.,
San Francisco, Calif.

My dear Mr. Brown:

Inclosed find check for \$250, covering
rent on the Eighth Street building for January.

Yours very truly,

AH

W.S.K. BROWN
ATTORNEY AT LAW
315 MONTGOMERY STREET
SAN FRANCISCO

January 6 1924⁵

Colonel Ed Fletcher,
916 - 8th St.,
San Diego,
California.

Dear Colonel Fletcher:

This will acknowledge your
favor of January 2nd enclosing check for
\$250 covering rent on the 8th Street
building for December 1924 and not Jan-
uary as you state.

So that there may be no mistake
we are enclosing herewith list of re-
ceipts of checks. Of course it is pos-
sible that one of your checks may have
gone astray.

Very truly yours,

W.S.K. Brown

RMH:F

8th Street Rent

Forwarded by Col. Fletcher:	In payment for Months:	Amount.
March 26	February and March	\$500.00
May 1	April	250.00
June 2	May	250.00
July 1	June	250.00
August 1	July	250.00
September 2	August	250.00
October 2	September	250.00
November 3	October	250.00
December 3 (?)	November	250.00
January 2	December	250.00

January 9, 1925.

Mr. W. S. K. Brown;
315 Montgomery St.,
San Francisco, Calif.

Attention: Mr. Horton

My dear Mr. Brown:

We have your favor of January 6th regarding the rent on the Eighth Street Building, and it was our error in our letter of January 2nd saying that the check covered the rent of the building for January, as it should have been December. Please pardon our error.

Yours very truly,

MEF:AH

W. S. K. BROWN
ATTORNEY AT LAW
315 MONTGOMERY STREET
SAN FRANCISCO

January 21 1925.

Ed Fletcher Esq.,
916 - 8th Street,
San Diego,
California.

My dear Mr. Fletcher:

I must apologize for my long delay in acknowledging your courtesy in sending me the olives at Christmas. I have been under press of business and am getting ready for a trip east within a week; this must serve as my excuse. However I now thank you for your thoughtfulness.

Concerning the fixing of the roof, I wish you would use your own judgment and get it done as cheaply as possible. I really believe that you should either pay this yourself or that the rent should be increased to cover the cost of caring for the building. \$250 a month is a modest rent for the property although neither Mrs. Murray nor myself wish to make it bring all it will bear. Whatever is fair is alright with either of us.

With best personal regards, I am

Very truly yours,



WSKB:F

January 24, 1925.

Mr. W. S. K. Brown,
315 Montgomery St.,
San Francisco, Calif.

My dear Mr. Brown:

I would advise that the roof of Mrs. Murray's building be repaired immediately. There are five leaks at the present time, and it has started raining again.

Please let me hear from you by return mail in relation thereto. I will have it done at the lowest possible cost.

Yours very truly,

EF:KIM

February 2, 1925.

Mr. W. S. K. Brown;
315 Montgomery St.,
San Francisco, Calif.

My dear Mr. Brown:

Inclosed find check for \$250 being rent on the Eighth Street building for January. Kindly acknowledge receipt of same.

Yours very truly,

AH

W.S.K. BROWN
ATTORNEY AT LAW
315 MONTGOMERY STREET
SAN FRANCISCO

February 13 1925.

Col. Ed Fletcher,
916 - 8th St.,
San Diego,
California.

Dear Colonel Fletcher:

For income tax purposes I am considering placing the value of the land and building Lot H Block 46, 916 - 8th St., at about \$60,000 which was comparatively the value of your note when the transfer was made.

Kindly let me know if you think I am correct in this matter and if so give me an estimate of what you believe I could consider the worth of the building and what percent for depreciation I could take off yearly.

By giving me complete and full information regarding this you will greatly oblige,

Yours very truly,

P. M. Horton

O. S. Mr. Brown is still in the east

RMH:F

*2% each year for
depreciation allowed
by government.*

CLASS OF SERVICE DESIRED	
Telegram	<input checked="" type="checkbox"/>
Day Letter	<input type="checkbox"/>
Night Message	<input type="checkbox"/>
Night Letter	<input type="checkbox"/>
<small>Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM</small>	

WESTERN UNION TELEGRAM

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

Receiver's No.
Check
CHARGE
Time Filed

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

February 14 1925.

COL. ED FLETCHER
SAN DIEGO
CALIFORNIA.

CONFIRMATION

EXPEDIT MR BROWN HOME ABOUT THE TWENTY FIFTH INSTANT.

HORTON.

CLASS OF SERVICE DESIRED	
Telegram	<input checked="" type="checkbox"/>
Day Letter	<input type="checkbox"/>
Night Message	<input type="checkbox"/>
Night Letter	<input type="checkbox"/>
<small>Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM</small>	

WESTERN UNION TELEGRAM

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

Receiver's No.
Check
Time Filed

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

Feb. 14, 1925.

Mr. W. S. K. Brown,
315 Montgomery St.,
San Francisco, Calif

Will you be in San Francisco next Wednesday morning

ED FLETCHER

Chg Fletcher Co

February 16th
1925.

Mr. R. M. Horton,
W. S. K. Brown,
315 Montgomery St.,
San Francisco, Calif.

My dear Mr. Horton:

Answering your letter of the 13th,
will say that \$60,000.00 is a fair valuation of the
property. The building is worth about \$30,000.00,
and the rate of depreciation is 2% a year.

Very truly yours,

EF:F

W. S. K. BROWN
ATTORNEY AT LAW
315 MONTGOMERY STREET
SAN FRANCISCO

February 25 1925.

Ed Fletcher Esq.,
916 - 8th Street,
San Diego,
California.

Dear Mr. Fletcher:

I have received an inquiry from a Richard
McConnell of San Diego concerning acreage owned by
Mrs. Murray between East San Diego and La Mesa.
This letter was addressed to Mrs. Murray and we
cannot place the piece of property under inquiry.
Perhaps you can enlighten us.

I find that Mr. Horton during my absence from
the office has written to Mr. Mathews making the
same inquiry. This was done only as a matter of
detail.

I would suggest that you call upon Mr. Mc
Connell whose address is 301 U.S. Natl. Bank Bldg.,
San Diego (Main 1863), and if you can arrange this
deal to our satisfaction we would be glad to pay
you a commission.

Very truly yours,

WSKB:F

Write
McMullen
U.S. Trust

March 2, 1925.

Mr. W. S. K. Brown,
315 Montgomery St.,
San Francisco, Calif.

My dear Mr. Brown:

You will be glad to know that there is a compromise being worked out whereby the city is going to withdraw its opposition and allow us to sell the Cuyamaca System to the La Mesa Irrigation District for \$1,100,000 in bonds, we agreeing to pay 95 for them if they do not sell for more. If they do sell for more we get cash.

The district will comprise 18,000 acres. The district will then lease the Cuyamaca System to the city and the city will furnish the district with its needs for water.

It looks as if the end were in sight, and within the next ninety days. We ought to clean up completely.

Was sorry to miss you in San Francisco. We held a meeting before the Railroad Commission there, where this compromise was hatched up, representatives of the city, the district and ourselves being present.

With kind regards, I am

Sincerely yours,

EF:KLM

C. Stern
Mrs. Murray
S. Halden

March 2, 1925.

Mr. W. S. K. Brown,
315 Montgomery St.,
San Francisco, Calif.

My dear Mr. Brown:

Inclosed find check for \$250, being the rent on the Eighth Street building for February. Kindly acknowledge receipt of same.

Yours very truly,

AH

W.S.K. BROWN
ATTORNEY AT LAW
315 MONTGOMERY STREET
SAN FRANCISCO

March 4 1925.

Colonel Ed Fletcher,
916 - 8th St.,
San Diego,
California.

My dear Colonel Fletcher:

I have yours of March 2nd.

I agree with you that this ought
to be about the end of your troubles and
congratulate both you and Mr. Stern upon
what seems to be your success. If there
is anything I can do to aid the common
issue let me know.

Very truly yours,



WSKB:F

cc Stern

W.S.K. BROWN
ATTORNEY AT LAW
315 MONTGOMERY STREET
SAN FRANCISCO

March 4 1925.

Col. Ed Fletcher,
920 - Eighth St.,
San Diego,
California.

Dear Col. Fletcher:

Please send us immediately the
allocation of the partnership profits
which under Mr. Brown's arrangement with
you he will include in the Murray estate
return this year.

Very truly yours,

R. M. Horton
accountant

RMH:F

6-16
Mr. Mathews:

Get this out.

E.F.

cc Stern
also copy of
Mathews letter
5/27/25

March 4, 1925.

Mr. W. S. K. Brown,
315 Montgomery St.,
San Francisco, Calif.

My dear Mr. Brown:

Answering yours of February 25th, will say I saw Mr. McConnell. His client only wanted to consider the purchase of 60 acres, while, as you know, there are something over 300 or 400 acres in the tract, and they wanted the half of it - the best in the valley - leaving nothing but the hill stuff. I thought the property ought to be sold as a whole, and he said it was out of the question to consider buying the whole of it.

Yours very truly,

EF:AH

cc - Mrs. Murray

March 6, 1925.

Mr. W. S. K. Brown,
315 Montgomery St.,
San Francisco, Calif.

Attention Mr. Horton

My dear Mr. Horton:

Answering yours of March 4th, enclosed find original statement which is explanatory.

Yours very truly,

EF:KLM

W.S.K. BROWN
ATTORNEY AT LAW
315 MONTGOMERY STREET
SAN FRANCISCO

April 1 1925.

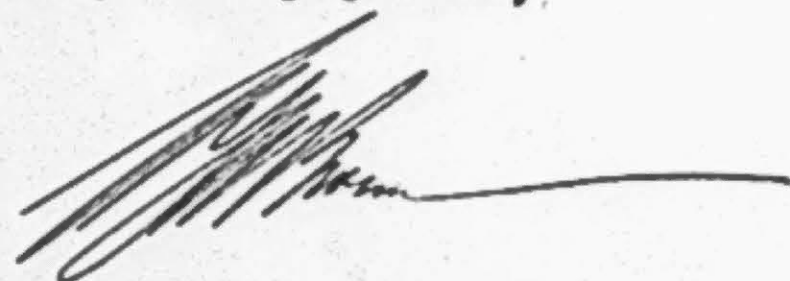
Charles C. Crouch Esq.,
Attorney at Law,
Spreckels Bldg.,
San Diego, California.

My dear Mr. Crouch:

This will acknowledge yours of
the 19th ultimo.

I find no mortgage securing the
\$100,000 note you mention but merely an
agreement providing that such a mort-
gage should be executed. If you have
any further information on this let me
know and we will straighten the matter
out.

Very truly yours,



WSKB:F

April 2, 1925.

Mr. W. H. E. Brown,
315 Montgomery Street,
San Francisco, Calif.

My dear Mr. Brown:

Inclosed find check for \$250, being
the rent on the 8th Street Building for March.
Kindly acknowledge receipt of same.

Yours very truly,

AH

April 3, 1925.

Mr. W. S. K. Brown,
315 Montgomery St.,
San Francisco, Calif.

My dear Mr. Brown:

We are one step nearer home, and the deal is soon to be consummated, in my opinion, the sale of the Cuyamaca System to the District.

As soon as that deal is closed I would like to make a small payment down, and tie up, under some kind of a contract, the development and subdivision of the 600 acres of land near Grossmont, in conjunction with my own land, along the lines that we talked of and I had with Mrs. Murray and Stuart.

Are you coming down this way soon? Would be glad to see you.

With kind regards, I am

Sincerely yours,

EF:KLM

W. S. K. BROWN
ATTORNEY AT LAW
315 MONTGOMERY STREET
SAN FRANCISCO

April 6 1925.

Ed Fletcher Esq.,
San Diego,
California.

My dear Mr. Fletcher:

Yours of the third:

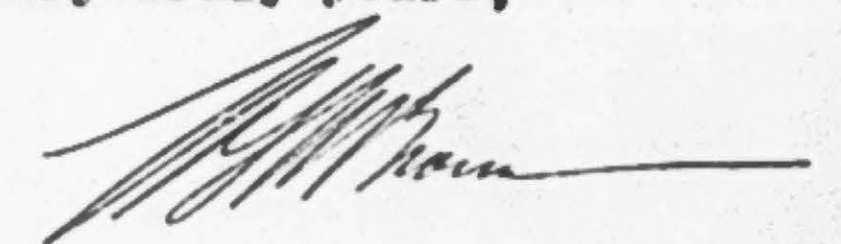
I note your opinion that the sale will go through. You ought to know if anybody does and I have no fear but you are correct.

I will talk with Stuart and Mrs. Murray about the 600 acres near Grossmont and advise you promptly.

I do not know just when I will be in San Diego. If I am ever actually required there I will of course make the trip.

With best personal regards, I am

Very truly yours,



WSKB:F

P.S.--I have just this moment mentioned the matter to Stuart. He cannot exactly place the 600 acres. Does it include the Eucalyptus Grove or land in that vicinity? I told him I thought it was the land around the school house. Let me know about this.

W.S.K. BROWN
ATTORNEY AT LAW
315 MONTGOMERY STREET
SAN FRANCISCO

April 7 1925.

Ed Fletcher Esq.,
916 - 8th St.,
San Diego,
California.

My dear Mr. Fletcher:

I have no reply from you to my letter of December 9th in which I called your attention again to the fact that under our arrangement you were to pay taxes and insurance on the property you deeded Mrs. Murray. When Mr. Horton wrote for the tax bill it was an inadvertency which should be corrected.

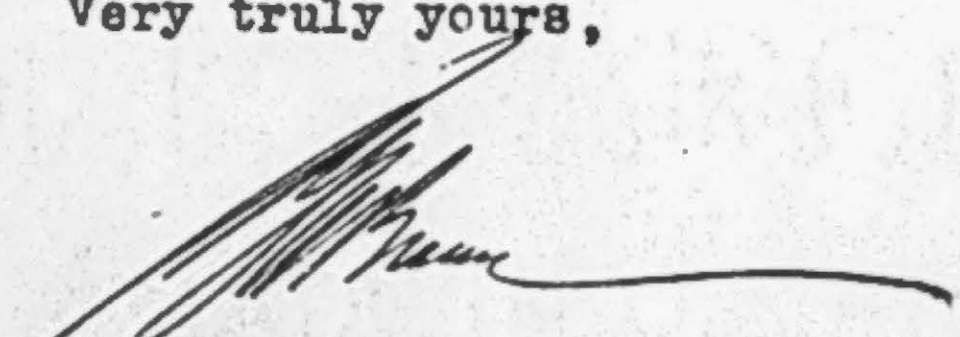
We never drew a formal lease for the reason that it was temporary in character and was to be from month to month only, but the property was to be held under the terms of your original letter which was the foundation of the entire transaction. I do not wish to meet the situation by raising the rents but believe the property should pay Mrs. Murray a reasonable income which it is not now doing.

In your letter of December 3rd you said you expected to see me in the city and discuss this matter but for some reason we did not meet. We can easily iron this matter out however.

With best personal regards, I am

Very truly yours,

WSKB:F



26
a
- 20. h.

April 9, 1925.

Mr. W. S. K. Brown,
315 Montgomery Street,
San Francisco, Calif.

My dear Mr. Brown:

Regarding the 600 acres around Grossmont, will say it is the land around the school, also the eucalyptus land down in the valley, Parcels Nos. 54, 55, 56, 57, 58, 59 and 60.

With kind regards, I am

Very sincerely yours,

EF:KLM

April 9, 1925.

Mr. W. S. K. Brown,
315 Montgomery St.,
San Francisco, Calif.

My dear Mr. Brown:

Enclosed find letter from Mr. Crouch
which is explanatory. Will you kindly ask him to
prepare the necessary papers, and send them up to
you for your perusal.

Yours very truly,

EF:KLM

^u
April 15, 1925.

Mr. W. S. K. Brown,
315 Montgomery St.,
San Francisco, Calif.

My dear Mr. Brown:

Answering yours of the 7th, will say
that this is the first time I have ever received any
assurance from you that the property was to be leased
under the terms of my original letter, and it is
perfectly satisfactory. When you switched and wrote
me that it was only from month to month it put the
whole situation up in the air as far as I was
concerned.

I will carry out the conditions of my
original letter. We paid the taxes last year --
\$547.00, and will continue to pay all taxes from
now on.

I do appreciate your courteous treatment.

With kind personal regards, I am

Sincerely yours,

EF:KLM

good

April 21, 1925.

Mr. W. S. K. Brown;
315 Montgomery St.,
San Francisco, Calif.

My dear Mr. Brown:

A short time before Mr. Murray's death the El Monte Ranch Company signed a contract giving consent to build Fletcher and South Fork dams. I signed it and sent it up for Mr. Murray's signature. It has never been returned.

Will you kindly find the instrument and return it to me at your earliest convenience?

Very sincerely yours,

EF:AH

April 24, 1925.

Mr. W. S. K. Brown,
315 Montgomery St.,
San Francisco, Calif.

My dear Mr. Brown:

Will it be agreeable to you for me to have prepared the necessary papers, and submit them to you in the matter of clearing the title as regards the \$100,000 mortgage, mentioned in Mr. Crouch's letter of April 8th.

Yours very sincerely,

EF:KLM

W.S.K. BROWN
ATTORNEY AT LAW
315 MONTGOMERY STREET
SAN FRANCISCO


April 28 1925.

Charles C. Crouch Esq.,
Attorney at Law,
Spreckels Bldg.,
San Diego, California.

My dear Mr. Crouch:

I enclose a copy of a letter just
sent to Mr. Fletcher which will explain
itself.

Very truly yours,



WSKB:F
Enc.

W.S.K. BROWN
ATTORNEY AT LAW
315 MONTGOMERY STREET
SAN FRANCISCO

April 28 1925.

Col. Ed Fletcher,
San Diego,
California.

My dear Col. Fletcher:

I have been giving the matter of the
\$100,000 note considerable thought.

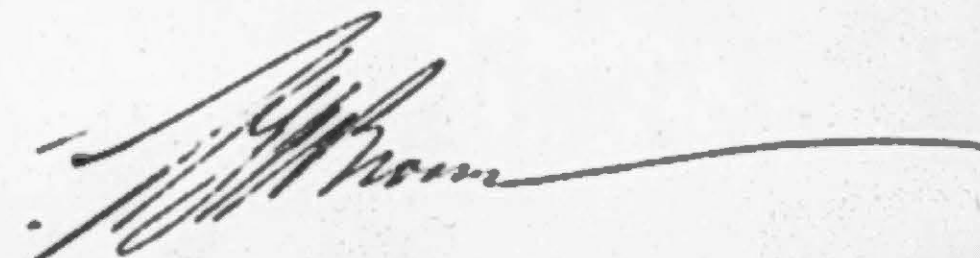
While there appears to be no question
that Murray should have surrendered this mortgage
upon his obtaining his ledger credit nevertheless
in order that the land should be freed of this
mortgage without taint the executor would be com-
pelled to file a petition with the court at
Monterey setting up the facts and asking for an
order directing him to make the satisfaction of
record and surrender the notes. This would take
from thirty to sixty days and would require the
publication of a notice, in my opinion. Ask Mr.
Crouch if I am not correct in my statements. I
do not believe an ex cathedra release by the exec-
utor would be sufficient to clear the title.

I suggest that, inasmuch as the estate
should be distributed and settled within the next
five or six months, we await that event and then
have Mrs. Murray execute the proper instruments.
She could then assure herself definitely either by
the opinion of a public accountant or after an ex-
amination by our Mr. Horton that the facts are as
you state, and make the proper surrender and ack-
nowledgment of satisfaction. At all events it
would obviate the necessity of taking a lengthy
proceeding in court.

I am sending a copy of this letter to
Mr. Crouch with whom I trust you will confer.

Very truly yours,

WSKB:F



APR 11 28 1925.

My dear Col. Fletcher:

I have been giving the matter of the \$100,000 note considerable thought.

While there appears to be no question that Murray should have surrendered this mortgage upon his obtaining his ledger credit nevertheless in order that the land should be freed of this mortgage without taint the executor would be compelled to file a petition with the court at Monterey setting up the facts and asking for an order directing him to make the satisfaction of record and surrender the notes. This would take from thirty to sixty days and would require the publication of a notice, in my opinion. Ask Mr. Crouch if I am not correct in my statements. I do not believe an ex cathedra release by the executor would be sufficient to clear the title.

I suggest that, inasmuch as the estate should be distributed and settled within the next five or six months, we await that event and then have Mrs. Murray execute the proper instruments. She could then assure herself definitely either by the opinion of a public accountant or after an examination by our Mr. Horton that the facts are as you state, and make the proper surrender and acknowledgment of satisfaction. At all events it would obviate the necessity of taking a lengthy proceeding in court.

I am sending a copy of this letter to Mr. Crouch with whom I trust you will confer.

Very truly yours,

WSKCB: P

(Copy)

W.S.K. BROWN
Attorney at Law
315 Montgomery Street
San Francisco

~~CARBON~~ COPY

For Brown & Sander's information
ED FLETCHER.

Ed Fletcher Esq.,
916 - 8th St.,
San Diego,
California.

Dear Mr. Fletcher:

I have your wire of the 11th but am so pressed that I cannot prepare this agreement before I leave for Washington tomorrow morning. I will return in about two weeks and will make it my first order of business.

In the meantime however this letter in conjunction with your own wire will show that I as the executor hold myself ready to execute any legitimate paper required by the title company to show that this mortgage will be surrendered, subject always of course to the execution by you and Mr. Stern of the agreement mentioned in your wire.

Very truly yours,

W. S. K. BROWN

WSKB:F

15.40

W: 8787W

San Francisco
215 Montgomery Street
Attorney at Law
S.K. BROWN

(Copy)

May 2, 1925.

Mr. W. S. K. Brown;
315 Montgomery St.,
San Francisco, Calif.

My dear Mr. Brown:

Inclosed find check for
\$250 being the rent on the Eighth Street building
for April. Kindly acknowledge receipt of same,
and oblige,

Yours very truly,

AH

May 6, 1925.

Mr. W. S. K. Brown;
315 Montgomery St.,
San Francisco, Calif.

My dear Mr. Brown:

Answering yours of April 28th, will
say your position is absolutely right in this matter
that the executor should be kept absolutely in the
clear.

You remember we went over this matter
verbally the first time you came down and showed you
the books.

Inclosed find statement from Mr. Mathews
that is explanatory.

We would be very glad to have Mr. Horton
go over the books at any time and check up.

I believe the title company will issue
a certificate of title ignoring the mortgage entirely,
or possibly just a letter from the executor. I don't
want to put you to too much work. I will find out about
this and let you know. It may not be necessary to file
a petition with the court.

We need some quick action, however, and
can you not send Mr. Horton down immediately to verify
everything, for we may have to furnish a certificate of
title in the next three or four weeks to the District
to make good.

With kind personal regards,

Very sincerely yours,

ED FLETCHER

EF:AH

W.S.K.BROWN
ATTORNEY AT LAW
315 MONTGOMERY STREET
SAN FRANCISCO

*Mail to
Ed Fletcher*

May 7 1925.

Charles F. Stern Esq.,
First National Bank,
Los Angeles,
California.

My dear Mr. Stern:

This will be a tardy apology for what seems to be my neglect of our appointment. At the time I made that appointment I expected to make a journey south but since then I have been in the hands of Dr. Moffitt who has compelled me to take three hours rest every afternoon which I have been doing religiously of course.

Even in the face of this I am leaving for Washington on Wednesday next to return as fast as steam will bring me which ought to be in about two weeks. After that I will give myself the pleasure of calling on you.

In the meantime you have my best personal regards.

Very truly yours,



WSKB:F

W.S.K.BROWN
ATTORNEY AT LAW
315 MONTGOMERY STREET
SAN FRANCISCO

May 7 1925.

Ed Fletcher Esq.,
San Diego,
California.

My dear Mr. Fletcher:

Pursuant to your request of April 21st I enclose with this Agreement of June 2 1919 between El Monte Ranch Company, James A. Murray, Wm. G. Henshaw and yourself, signed by El Monte Ranch Company, Ed Fletcher and Wm. G. Henshaw.

Please acknowledge receipt.

Very truly yours,

Regards



WSKB:F
Enc.

W.S.K. BROWN
ATTORNEY AT LAW
315 MONTGOMERY STREET
SAN FRANCISCO

May 7 1925.

Ed Fletcher Esq.,
916 - 8th St.,
San Diego,
California.

My dear Mr. Fletcher:

This will acknowledge your letter of
the 15th.

While it is true we have never had a
formal lease still if you examine the correspond-
ence you will see that you were to go along as
tenant from month to month upon the terms out-
lined in our correspondence. I saw no reason why
either you or Mrs. Murray should execute a formal
lease as your arrangement was only temporary. If
you wish to keep this property for any extended
time I believe a lease would be a protection to
you. I would be glad to open correspondence on
the subject or see you personally. You know how
we feel towards you and we can have no difficulty
in coming to a proper conclusion.

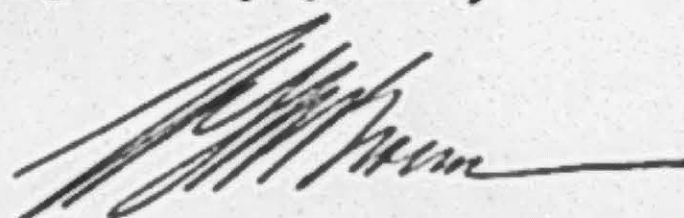
Mr. Horton inadvertently paid the first
installment for 1924 County taxes amounting to
\$236.55 for which you may reimburse Mrs. Murray
at your convenience.

I will take up with Mrs. Murray the
question of the outside lands and advise you as
soon as possible.

With best personal regards, I am

Very truly yours,

WSKB:F



W.S.K. BROWN
ATTORNEY AT LAW
315 MONTGOMERY STREET
SAN FRANCISCO

May 8 1925.

Ed Fletcher Esq.,
916 - 8th St.,
San Diego,
California.

My dear Col. Fletcher:

This will acknowledge yours of the 6th.

As you know I am more than anxious to
aid in any possible way. If, as you say, the
title company will issue a certificate upon my
mere statement to the effect that so far as I can
see this mortgage is of no force or effect and
should be surrendered I would be more than glad
to have it that way. In my mind I am of course
convinced but the responsibility as you can see
amounts to \$100,000 and I must be right.

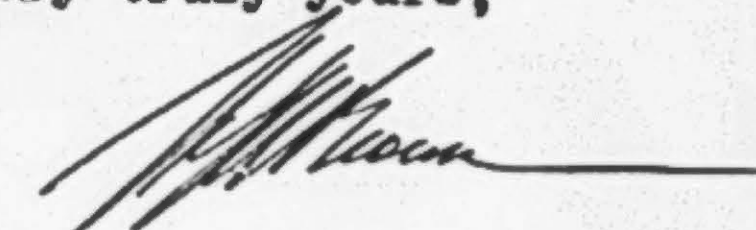
If this does not meet with the title
company's approval I would be willing to surren-
der the note and mortgage together with the proper
release upon an agreement signed by yourself, Mr.
Stern and the Cuymaca Water Company agreeing to
hold me harmless in the premises and agreeing to
reimburse either myself or the beneficiary if at
any time it should ever be found that the note
and mortgage are valid and should be discharged.
As you know all of the facts you would be taking
no real responsibility and at the same time would
be protecting me. This might be really the best
way out.

I am leaving for Washington on Wednesday
the 13th but we can arrange this as soon as I re-
turn which will be in about two weeks. With best
personal regards, I am

Very truly yours,

WSKB:F

cc - Stern



FEDERAL TELEGRAPH COMPANY

R. P. SCHWERIN, President



RADIOGRAM

THE FEDERAL TELEGRAPH COMPANY transmits and delivers this message subject to the terms and conditions printed on the back of this blank.

RECEIVER'S No.	TIME FILED	CHECK	INDICATE BY	X	RATE DESIRED
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Send the following message, subject to the terms and conditions printed on the back hereof, which are hereby agreed to

Filed at May 11, 1925 192

Mr. W. S. K. Brown,
315 Montgomery St.,
San Francisco, Calif.

Letter May 8th received. Kindly prepare agreement between yourself Mr. Stern Cuyamaca Water Company and myself holding you harmless in matter of our interest hundred thousand dollar note also kindly send note and mortgage to Southern Title Guaranty Company ~~at~~ San Diego in trust with instructions in relation thereto as early action absolutely necessary and greatly oblige

ED FLETCHER

cc Stern
Chg Cuyamaca Water Co

May 11, 1925.

Mr. W. S. K. Brown,
315 Montgomery St.,
San Francisco, Calif.

My dear Mr. Brown:

I thank you for your letter of the 7th and acknowledge receipt of the contract between the El Monte Ranch Company and Ed Fletcher and Wm. G. Henshaw. This is a valuable instrument.

Have you any objection to signing it as administrator for James A. Murray, or do you think it would carry any weight? I want to put the contract on record.

Yours very truly,

EF:KLM

W.S.K. BROWN
ATTORNEY AT LAW
315 MONTGOMERY STREET
SAN FRANCISCO

May 12 1925.

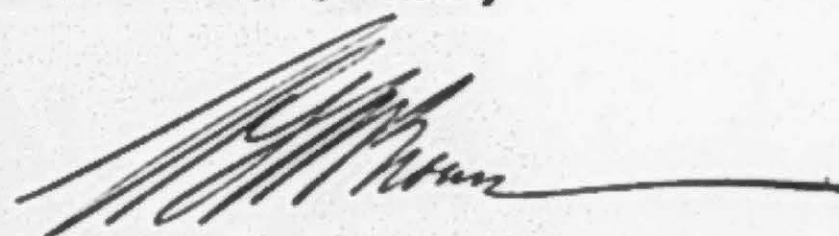
Ed Fletcher Esq.,
916 - 8th St.,
San Diego,
California.

Dear Mr. Fletcher:

I have your wire of the 11th but am so pressed that I cannot prepare this agreement before I leave for Washington tomorrow morning. I will return in about two weeks and will make it my first order of business.

In the meantime however this letter in conjunction with your own wire will show that I as the executor hold myself ready to execute any legitimate paper required by the title company to show that this mortgage will be surrendered, subject always of course to the execution by you and Mr. Stern of the agreement mentioned in your wire.

Very truly yours,



WSKB:F

cc - Crouch & Sanders
Mr. Stern

May 14, 1925.

Mr. W. S. K. Brown;
315 Montgomery St.,
San Francisco, Calif.

My dear Mr. Brown:

We are liable any time now to be asked by the District to furnish a deed and certificate of title. I hope that you will immediately proceed to have the courts make a partial distribution and transfer the Cayamaca System to Mrs. Murray as her individual property so she can execute a deed any day.

Will you please get some action along this line immediately.

Yours very truly,

EF:AH

cc - Mr. Stern

May 15, 1925.

Mr. W. S. K. Brown,
315 Montgomery St.,
San Francisco, Calif.

My dear Mr. Brown:

Answering yours of May 7th, will say that I do appreciate the spirit that prompted you to write as you did, and know that I have your friendship and confidence. Therefore, let the lease continue as arranged, just as you wish.

Inclosed find check for \$236.55 for the county taxes for 1924 as mentioned in your letter.

Very sincerely yours,

EF:AH

May 25, 1925.

Mr. W. S. K. Brown,
315 Montgomery Street,
San Francisco, Calif.

My dear Mr. Brown:

Enclosed find draft for \$8250.00 interest to June 1st, 1925, re the Murray Estate matter. Kindly acknowledge receipt.

Yours very truly,

EF:KLM

June 1, 1925.

Mr. W. S. K. Brown,
315 Montgomery Street,
San Francisco, Calif.

My dear Mr. Brown:

Inclosed find check for \$250.00 being
the rent on the Eighth Street building for May.

Kindly acknowledge receipt of same.

Yours very truly,

WF:AH

W. S. K. BROWN
ATTORNEY AT LAW
315 MONTGOMERY STREET
SAN FRANCISCO

June 8 1925.

Ed Fletcher Esq.,
916 - 8th St.,
San Diego,
California.

My dear Fletcher:

I have just returned from the east and
find your letter of May 11th.

My signature as executor would be absolutely worthless for any purpose on the instrument you mention unless I have first presented the matter to the Court and received its authority to proceed. The question becomes doubly moot now as you and Mr. Stern are about to acquire the Cuyamaca Water Company. I forget just what the terms of the instrument are, but it seems now that you and Mr. Stern are the parties in interest and can do as you please.

As soon as I get around to it I will prepare the necessary paper concerning the \$100,000 note and mortgage.

With best personal regards, I am

Very truly yours,



WSKB:F

June 15, 1925.

Mr. W. S. E. Brown,
315 Montgomery St.,
San Francisco, Calif.

My dear Mr. Brown:

I am so concerned about your having ulcers in your stomach that I want you to try the remedy I used when I was in your condition, in fact I was absolutely cured by just taking Glycozone, and following the instructions on the bottle. It takes all the soreness out in a few days and has been a wonderful thing for me. It is not distasteful to take. It can do you no harm and I hope you will start taking it immediately. It is mostly glycerine.

Regarding the loan for Mrs. Murray. Please take that up with Mr. Stern, direct. You may be able to get the money for 5-1/2 percent, but I doubt less than six, altho it is worth fighting for. Do not mention my name, please, to Mr. Stern, because the matter is wholly in his hands and I do not want him to think I am trying to dictate in any way.

I hope you will write me that you have made application to the court for a partial distribution of the property, of the Cuyamaca System to Mrs. Murray, so we can get busy on the deed and put it in escrow immediately. I am preparing the deed for Mrs. Murray's signature.

With kindest regards, I am

Sincerely yours,

EF:KLH

June 16 1925.

Charles F. Stern Esq.,
First National Bank,
Los Angeles,
California.

My dear Mr. Stern:

Mr. Fletcher called last week supplementing your own request that we get Cuyamaca in proper shape for delivery. I have taken the necessary steps and obtained the consent of the State Controller and Inheritance Tax Attorney to the partial distribution of this property upon certain conditions which I may ask you to aid me in fulfilling, but which at all events will be met. Petition for partial distribution will be filed at Salinas tomorrow or next day and will be set down for hearing at the earliest day convenient to the court which I estimate will be about June 29th. As the state has consented the Court should immediately make his decree, a certified copy of which will be forwarded for record in the County of San Diego.

In the meantime however, and this is important, please have either your Senator Flint or the attorneys for the title company prepare the form of decree and the deed which will be satisfactory in their opinion to effectually pass title after partial distribution. Were it left to me I would merely have the order recite that ten-twelfths partnership was distributed to Mrs. Murray and then make you a deed in the same simple form. Ordinarily this would be sufficient, but in view of the fact that I am out of touch entirely with the situation of Cuyamaca and that it has become involved your attorneys may want to incorporate special language to suit the situation. The title company is also to be considered as they will want words which they feel will protect them in their responsibility. It is possible they may want appended to the deed a full list of the assets of Cuyamaca. I am willing to have Mrs. Murray sign anything that will legiti-

Charles F. Stern Esq.
June 16 1925.
2.

mately evidence the transaction. I have a good deal of respect for the opinions of other lawyers.

I will need at least \$140,000 immediately after the distribution such being my covenant with the state and this sum I could borrow from you or it is possible you may wish to anticipate your payments to that extent and save interest. Either method will be agreeable but I want you to be sure and understand and write me confirmation that I have obligated myself to the State of California to pay approximately that sum in consideration of the partial distribution and I am looking to you to provide the money. You will remember you were good enough to say over the telephone a couple of weeks ago that I could have \$250,000 when needed.

With best personal regards, I remain

Yours very truly,

WSEB:P

June 17, 1925.

Mr. W. S. K. Brown,
315 Montgomery St.,
San Francisco, Calif.

My dear Mr. Brown:

I am glad to inform you that the State Railroad Commission on Tuesday ratified unconditionally the sale of the Cuyamaca System to the La Mesa Irrigation District.

I had hoped ere this to receive the \$100,000 mortgage and \$100,000 outlawed note cancelled as asked for by the Southern Title Guaranty Company. Last week I asked the Southern Title Guaranty Company to prepare the necessary deeds - Mrs. Murray to us, and our deed to the District - and expect to get them some day this week.

I hope you will send me down immediately the contract which you wish us to sign protecting you in the matter of the outlawed note.

Yours very truly,

EF:AH

cc - Mr. Stern

W.S.K. BROWN
ATTORNEY AT LAW
315 MONTGOMERY STREET
SAN FRANCISCO

June 18 1925.

Ed Fletcher Esq.,
916 - 8th St.,
San Diego, California.

My dear Col. Fletcher:

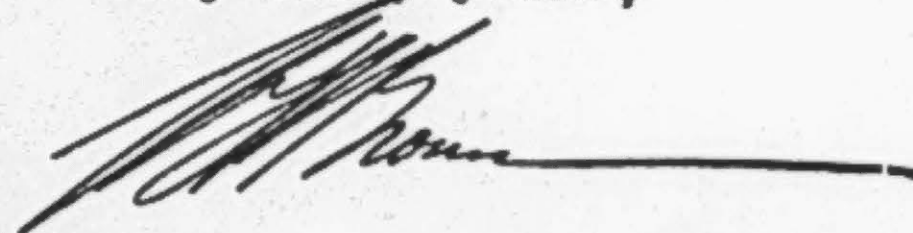
Thank you for your letter of the 15th and the paragraph concerning the patent medicine you mention. I will ask Dr. Moffitt if he approves of it and if so will take it, otherwise I do not believe I would be justified in attempting to prescribe for myself.

Concerning the loan to Mrs. Murray, I have written to Mr. Stern and enclose you a copy. You will have received by this time a copy of my letter concerning partial distribution.

The next time you are in the city be sure and call for the purpose of discussing income tax matters. You evidently have not given much thought to what your situation will be upon the consummation of the Cuyamaca sale.

With personal regards, I am

Very truly yours,



WSKB:F

June 18 1925.

Charles F. Stern Esq.,
First National Bank,
Los Angeles,
California.

My dear Mr. Stern:

I just have a memorandum from Mr. Fletcher. It seems when he was here talking with me I alarmed him by being a little over-precise when I recalled to his attention our gentlemen's agreement, made when we met in Los Angeles, providing that the loan from you to us should bear interest at only five percent. He always complained of this, because I exacted six percent from you on deferred payments. He does not seem to realize that any promissory note we give to you would be negotiable and something upon which you could instantly realize money, and therefore should be favored; whereas your contract was a mere contract to buy and sell, unnegotiable, and therefore should bear higher interest.

For fear however either one of you should think I am a little over-sharp, I want you to understand we expect to pay six percent for money. I hope you both appreciate that when I am doing business for a client I try to get him the best terms I legitimately can, and will not find fault with me because I am a little zealous in that respect.

This memorandum requires no answer. You have my regards.

Very truly yours,

WSKB:F

W. S. K. BROWN
315 MONTGOMERY STREET
ROOM 1208

June 19, 1925.

Mr. W. S. K. Brown,
315 Montgomery Street,
San Francisco, California.

My dear Mr. Brown:

Enclosed find copy of letter from the Southern Title Guaranty Company, who are handling the escrow, which is explanatory.

On receipt of their letter I took the matter up with the title company's attorney, Mr. Sears, and he advises that in order to clear the title, Mrs. Murray deed the property to me and except the personal property from the deed that Mrs. Murray is reserving and not selling. This exception is easily made.

Following are the exceptions as described in the Inheritance Tax Appraiser's Report No. 3274, In the Matter of the Estate of James A. Murray:

Parcels No. 53 to 60, inclusive
" No. 62 and 63; also Lots 224, 225, 226, 227, 240,
241 and 242 of Crossmont Park Subdivision, San
Diego County, California.

You can make the deed that way or just make one general deed which will simplify matters, and Mrs. Fletcher and I will deed the property that she owns personally and which is not included in the sale, to Mr. Stern and myself.

Kindly let me know which is satisfactory and I will prepare the deeds for her signature.

Yours very truly,

EF:ELM

cc Mrs. Stern

June 20, 1925.

Mr. W. S. K. Brown,
315 Montgomery St.,
San Francisco, California.

My dear Mr. Brown:

We are depositing in escrow with the Southern Title Guaranty Company a deed to the Cuyamaca properties to the La Mesa Irrigation District. Please rush the outlawed note and mortgage, with the contract protecting you for our signature.

On receipt of this kindly wire me which way you wish the deed prepared for Mrs. Murray's signature and the title company will prepare same.

A general deed can be made excepting the personal real estate of Mrs. Murray, or a general deed can be given and Mrs. Fletcher and I will immediately deed back to Mrs. Murray her personal real estate. Whichever way you prefer will be satisfactory to the title company.

Kindly wire me Monday which way you prefer.

Kindly be drawing up the escrow instructions to the Southern Title Guaranty Company, and if possible have Mrs. Murray send the executed deed down this coming week with a certified copy of the court showing partial distribution of this property to Mrs. Murray, so it can be recorded here and the title cleared.

We are in urgent need of quick action, for the reason that the condemnation suit of the City of San Diego is now being tried at Santa Ana before a jury. It may take ten days or two weeks yet, but it is vital to our case, our attorneys inform us, to be able to testify in court that the deeds are in escrow with the title company and that the property is under the control of the district. Under our contract the district gets the revenue and pays the bills from the date that the deeds to the property and the papers go in escrow and the title company can certify that the papers are in escrow that will furnish a clear title, we only getting six percent interest on our sales price from date the papers are put in escrow until the date of final payment of the money or delivery of bonds in lieu thereof.

-2-

We must by the last of next week be in a position to go into court and testify that all papers in relation thereto are in escrow with the title company, so please go the limit for us, and oblige

Yours sincerely,

EF:KLM

cc Steve

CLASS OF SERVICE DESIRED	
Telegram	
Day Letter	
Night Message	
Night Letter	X
Patrons should mark an X opposite the class of service desired: OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM	

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT

GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Receiver's No.
Check
Time Filed

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

June 22 1925.

ED FLETCHER
916 EIGHTH ST
SAN DIEGO, CAL.

CONFIRMATION

YOUR LETTERS NINETEENTH AND TWENTIETH SORRY BUT CANNOT CONSENT TO THE METHOD SUGGESTED BY TITLE COMPANY AM WILLING TO DO EVERYTHING POSSIBLE TO AID AND EXPEDITE THE TRANSACTION BUT THERE ARE MANY REASONS WHY SUGGESTED METHOD CANNOT BE PURSUED THE QUESTION OF RIGHTS OF WAY IS EASILY SETTLED FOR WE CAN ADD AN OMBUS CLAUSE SHOWING THAT ALL RIGHTS OF WAY APPENDANT OR APPURTENANT TO THE PROPERTIES FOLLOW THE LAND WHETHER ACQUIRED BY PRESCRIPTION OR NOT ALSO A COVENANT FOR FURTHER ASSURANCES AS TO RIGHTS OF WAY AND EASEMENTS PERSONAL PROPERTY MUST BE NEGLIGIBLE AND SHOULD BE ROUGHLY DESCRIBED STOP TITLE COMPANY IS IN ERROR FOR WE HAVE NEVER HAD A SURVEY MADE IN SANDIEGO COUNTY AND HAVE NO INFORMATION OTHER THAN THAT GIVEN BY YOU

CLASS OF SERVICE DESIRED	
Telegram	
Day Letter	
Night Message	
Night Letter	

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

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT

GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Receiver's No.
Check
Time Filed

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

STOP MURRAY OFTEN OPERATED UNDER COVER AND OMNIBUS GRANT MAY UNWITTINGLY DEPRIVE MRS MURRAY OF VALUABLE RIGHTS WHICH HAVE NOTHING WHATEVER TO DO WITH THE WATER SYSTEM AND WERE NOT SOLD SHE SHOULD MAKE A GRANT OF EITHER QUOTE TEN TWELFTHS OF ALL PROPERTY WITH RIGHTS APPURTENANCES AND EASEMENTS STANDING OF RECORD IN THE NAME OF CUYAMACA WATER COMPANY END QUOTE OR QUOTE HER TEN TWELFTHS INTEREST IN THE PARTNERSHIP ASSETS OF WHICH THE FOLLOWING IS A DESCRIPTION END QUOTE STOP YOU WILL NOTE YOUR CONTRACT HAS APPENDED TO IT LIST OF PROPERTIES BELONGING TO THE PARTNERSHIP AND WHICH FORMED THE WHOLE BASIS OF OUR TRANSACTION STOP YOUR DEED TO LAMESA UNQUESTIONABLY WILL CONTAIN SPECIFIC DESCRIPTIONS OUR DEED SHOULD DO LIKEWISE WHICH DESCRIPTIONS SHOULD FOLLOW THE CONTRACT THERE CAN BE NO LEGITIMATE OBJECTION TO EITHER OF THESE METHODS STOP YOU SEEM TO THINK THAT PARTIAL DISTRIBUTION HAS ALREADY BEEN HAD BUT WE ARE SUBJECT TO THE

CLASS OF SERVICE DESIRED	
Telegram	<input type="checkbox"/>
Day Letter	<input type="checkbox"/>
Night Message	<input type="checkbox"/>
Night Letter	<input type="checkbox"/>

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

WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT

GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Receiver's No.
Check
Time Filed

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

CONDITIONS OF THE COURTS CALENDAR AND THE LEGAL REQUIREMENT OF TEN DAYS NOTICE IN THE CLEAR IT WILL BE AT LEAST FIFTEEN DAYS BEFORE THIS DISTRIBUTION CAN BE HAD IN THE MEANTIME HOWEVER WE ARE WILLING TO PUT MRS MURRAYS DEED IN ESCROW WHICH DEED WILL COVER ALL AFTER ACQUIRED TITLE AND POSSESSION DEED MUST RUN TO ED FLETCHER AND CHARLES F. STERN AS PROVIDED IN THE CONTRACT AND NOT TO FLETCHER STOP MRS MURRAY AT TASSAJARA SPRINGS WELL UP IN THE MOUNTAINS WILL TAKE AT LEAST FOUR OR FIVE DAYS TO GET A DEED TO AND FROM HER BEAR THIS IN MIND.

W. S. K. BROWN.

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION

TELEGRAM

NEWCOMB CARLTON, PRESIDENT

GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

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1925 JUN 22 PM 9 14

FA223 385 NL 1/70

SAN FRANCISCO CALIF 32

ED FLETCHER

38

916 EIGHTH ST SANDIEGO CALIF

YOUR LETTERS NINETEENTH AND TWENTIETH SORRY BUT CANNOT CONSENT TO THE METHOD SUGGESTED BY TITLE COMPANY AM WILLING TO DO EVERYTHING POSSIBLE TO AID AND EXPEDITE THE TRANSACTION BUT THERE ARE MANY REASONS WHY SUGGESTED METHOD CANNOT BE PURSUED THE QUESTION OF RIGHTS OF WAY IS EASILY SETTLED FOR WE CAN ADD AN OMNIBUS CLAUSE SHOWING THAT ALL RIGHTS OF WAY APPENDANT OR APPURTINANT TO THE PROPERTIES FOLLOW THE LAND

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION

TELEGRAM

NEWCOMB CARLTON, PRESIDENT

GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

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1925 JUN 22 PM 9 14

A223 SHEET 2/100

WHETHER ACQUIRED BY PRESCRIPTION OR NOT ALSO A COVENANT FOR FURTHER ASSURANCES AS TO RIGHTS OF WAY AND EASEMENTS PERSONAL PROPERTY MUST BE NEGLIGIBLE AND SHOULD BE ROUGHLY DESCRIBED STOP TITLE COMPANY IS IN ERROR FOR WE HAVE NEVER HAD A SURVEY MADE IN SANDIEGO COUNTY AND HAVE NO INFORMATION OTHER THAN THAT GIVEN BY YOU STOP MURRAY OFTEN OPERATED UNDER COVER AND OMNIBUS GRANT MAY UNWITTINGLY DEPRIVE MRS MURRAY OF VALUABLE RIGHTS WHICH HAVE NOTHING WHATEVER TO DO WITH THE WATER SYSTEM AND WERE NOT SOLD SHE SHOULD MAKE A GRANT OF EITHER QUOTED TEN TWELFTHS OF ALL PROPERTY

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION

TELEGRAM

NEWCOMB CARLTON, PRESIDENT

GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

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FA223 SHEET 3/100

1925 JUN 22 PM 9 14

WITH RIGHTS APPURTENANCES AND EASEMENTS STANDING OF RECORD IN THE NAME OF CUYAMACA WATER COMPANY END QUOTE OR QUOTE HER TEN TWELFTHS INTEREST IN THE PARTNERSHIP ASSETS OF WHICH THE FOLLOWING IS A DESCRIPTION END QUOTE STOP YOU WILL NOTE YOUR CONTRACT HAS APPENDED TO IT LIST OF PROPERTIES BELONGING TO THE PARTNERSHIP AND WHICH FORMED THE WHOLE BASIS OF OUR TRANSACTION STOP YOUR DEED TO LAMESA UNQUESTIONABLY WILL CONTAIN SPECIFIC DESCRIPTIONS OUR DEED SHOULD DO LIKEWISE WHICH DESCRIPTIONS SHOULD FOLLOW THE CONTRACT THERE CAN BE NO LEGITIMATE OBJECTION TO EITHER OF THESE METHODS STOP YOU SEE TO THINK THAT

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION

TELEGRAM

NEWCOMB CARLTON, PRESIDENT

GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

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1925 JUN 22 PM 9 14

223 SHEET 4/100

PARTIAL DISTRIBUTION HAS ALREADY BEEN HAD BUT WE ARE SUBJECT TO THE CONDITIONS OF THE COURTS CALENDAR AND THE LEGAL REQUIREMENT OF TEN DAYS NOTICE IN THE CLEAR IT WILL BE AT LEAST FIFTEEN DAYS BEFORE THIS DISTRIBUTION CAN BE HAD IN THE MEANTIME HOWEVER WE ARE WILLING TO PUT MRS MURRAY'S DEED IN ESCROW WHICH DEED WILL COVER ALL AFTER ACQUIRED TITLE AND POSSESSION DEED MUST RUN TO ED FLETCHER AND CHARLES F STERN AS PROVIDED IN THE CONTRACT AND NOT TO FLETCHER STOP MRS MURRAY AT TASSAJARA SPRINGS WELL UP IN THE MOUNTAINS WILL TAKE AT LEAST FOUR

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nth
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

WESTERN UNION TELEGRAM

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

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nth
Night Letter	N L

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RECEIVED AT 341 PLAZA, SAN DIEGO. CALIF. ALWAYS OPEN.

FA223 SHEET 5/15

OR FIVE DAYS TO GET A DEED TO THE FROM HER BEAR THIS IN-
1925 JUN 22 PM 9 14

W S K BROWN.

Mr. Brown's conversation with Mr. Fletcher
June 23, 1925 from San Francisco

Mr. Brown: "What did you mean by your telegram that they were preparing a deed for your signature? ~~that deed~~"

Mr. Fletcher: "Sending up a tentative deed for Mrs. Murray to sign."

Mr. Brown: "That deed has not gone thru has it?"

Mr. Fletcher: "They are preparing it now."

Mr. Brown: "This is a suggestion for your own benefit as well as what I think must be done. There should be two deeds, A deed from me as executor and one from Mrs. Murray. ----- th simplify the transaction. There are \$900,000 taxes due, and under the law we cannot permit that property, nothing can be distributed unless that tax has been paid and that has not been paid. All interest has been paid to me as executor. This other money to come along must also be paid to me as executor. No one is interested but you and me, -but will help you in any testimony you were giving. If you have the deed you will be more powerful - an executor's deed as well as the widow's My deed can come down the very day you give it to me. Mrs. Murray's will take 4 or 5 days.

Mr. Fletcher: "Could you both sign the same deed?"

Mr. Brown: "No, I don't want it that way. Treat this as a Trust Estate. You tell them this will only be a re-enforcement to you but I want it understood between me and the title company that this ---- between the executor and the buyer, and that Mrs. Murray's deed is only re-enforcing. Her deed will apply only at the partial distribution, but my deed will be --- for you. That ought to strengthen you ~~down~~ to beat the band. -----Mrs. Murray turn over the money to me and then give the deed to you. Nobody cares a darn about that as long as you get that deed. Necessary for my for income taxes to have all monies paid to me as executor. Better for you, and I must do it.

Mr. Fletcher: Neither one of those deeds ---- can simply put it whatever your interest is."

Mr. Brown: "The estate -- whatever interest the estate may have."

Mr. Fletcher: "Will she give a grant deed?"

Mr. Brown: "Mrs. Murray's deed will be an outright grant, but you must protect us against taxes and encumbrances.

Mr. Fletcher: "Anything that might exist there."

Mr. Brown: -----

Mr. Fletcher: "We are waiting for \$100,000 note."

Mr. Brown: "Ought to be down by tomorrow. I have never seen the mortgage and I do not know where it is recorded and cannot draw the release. Telegraph me the date, page and book of records. ----- Only as executor whatever interest he may have. The deed from Mrs. Murray outright really the deed that passes the title, but having my deed is a big re-enforcement for you."

June 23, 1925.

Mr. W. S. K. Brown,
315 Montgomery St.,
San Francisco, Calif.

My dear Mr. Brown:

Thanks for your letter of the 18th. I am sure Mr. Stern will do what is right with you in the matter of interest.

I wish you would write me what you refer to in the matter of discussing income tax matters, as it affects us in the consummation of the Cuyamaca sale.

If you have time, kindly drop me a line in explanation thereof and it will be appreciated. I would appreciate any suggestions from you in the matter. If you cannot put them in writing I will make a special trip to San Francisco for that purpose.

With kind personal regards, I am

Sincerely, yours,

EF:KIM

FEDERAL TELEGRAPH COMPANY

ELLERY W. STONE, President

RADIOGRAM

THE FEDERAL TELEGRAPH COMPANY transmits and delivers this message subject to the terms and conditions printed on the back of this blank.

	DAY MESSAGE
<input checked="" type="checkbox"/>	DAY LETTER
	NIGHT MESSAGE
	NIGHT LETTER

RECEIVER'S No.	TIME FILED	CHECK	INDICATE BY	<input checked="" type="checkbox"/>	RATE DESIRED
----------------	------------	-------	-------------	-------------------------------------	--------------

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

Filed at **June 23, 1925** 192

Mr. W. S. K. Brown,
515 Montgomery St.,
San Francisco, Calif

Telegram June twenty-second received Title company preparing deed your signature along lines you suggest Mail tomorrow Thanks for ~~your~~ cooperation stop We yesterday put deed of Cuyamaca System Sold to La Mesa District in escrow with Southern Title Guaranty Company for important legal strategic reasons Stern will instruct you deed property to me Rush court approval Letter follows

ED FLETCHER

Chg Cuyamaca Water Co

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	NH
Night Letter	N L

WESTERN UNION

TELEGRAM

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

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	NH
Night Letter	N L

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RECEIVED AT 341 PLAZA, SAN DIEGO, CALIF. ALWAYS OPEN.

183 74 XL

SAN FRANCISCO CALIF 24

1925 JUN 24 PM 4 55

ED FLETCHER

133

916 8 ST SAN DIEGO CALIF

PETITION FOR PARTIAL DISTRIBUTION MAILED BUT NOW LEARN THAT JUDGE IS ON VACATION AND WILL NOT RETURN UNTIL THE TWENTY THIRD HEARING THEREFORE CANNOT BE HAD UNTIL THAT OR MAYBE DAY AFTER STOP THIS DELAY SHOULD NOT BE HARMFUL FOR YOU STATED YOUR TRANSACTION COULD NOT BE CLOSED FOR ABOUT SIXTY DAYS MY DEED AS EXECUTOR HOWEVER WILL BE DEPOSITED AT ONCE AND MRS MURRAYS IN DUE COURSE OF MAIL STOP, DUPLICATE TO STERN.

W. S. K. BROWN.

CLASS OF SERVICE DESIRED
TELEGRAM
DAY LETTER
NIGHT MESSAGE
NIGHT LETTER

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

WESTERN UNION

TELEGRAM

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

NO.	CASH OR CHG.
CHECK	
TIME FILED	

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

June 24 1925.

ED FLETCHER
916 - 8th St.,
SAN DIEGO, CAL.

PETITION FOR PARTIAL DISTRIBUTION MAILED BUT NOW LEARN THAT JUDGE IS ON VACATION AND WILL NOT RETURN UNTIL THE TWENTY THIRD HEARING THEREFORE CANNOT BE HAD UNTIL THAT OR MAYBE DAY AFTER STOP THIS DELAY SHOULD NOT BE HARMFUL FOR YOU STATED YOUR TRANSACTION COULD NOT BE CLOSED FOR ABOUT SIXTY DAYS MY DEED AS EXECUTOR HOWEVER WILL BE DEPOSITED AT ONCE AND MRS MURRAYS IN DUE COURSE OF MAIL STOP DUPLICATE TO STERN.

W. S. K. BROWN.

135M Form Tel. 5E-1-1-25

FEDERAL TELEGRAPH COMPANY

ELLERY W. STONE, President



RADIOGRAM

THE FEDERAL TELEGRAPH COMPANY transmits and delivers this message subject to the terms and conditions printed on the back of this blank.

RECEIVER'S No.	TIME FILED	CHECK	INDICATE BY	<input checked="" type="checkbox"/>	RATE DESIRED
----------------	------------	-------	-------------	-------------------------------------	--------------

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

Filed at **June 24, 1925** 192

Mr. W. S. K. Brown
515 Montgomery St.,
San Francisco, Calif

XX hundred thousand dollar mortgage recorded March twenty eighth nineteen seventeen Book two six four page Two two five of Mortgages

ED FLETCHER

Chg Cuyamaca Water Company

W.S.K. BROWN
ATTORNEY AT LAW
315 MONTGOMERY STREET
SAN FRANCISCO

June 25 1925.

Ed Fletcher Esq.,
916 - 3th St.,
San Diego, Cal.

My dear Colonel Fletcher:

I enclose with this the original \$100,000 note dated March 22 1917 executed by yourself, James A. Murray and Wm. G. Henshaw to James A. Murray, together with my satisfaction as executor duly acknowledged, also duplicate copies of an agreement between you, Mr. Stern, Mrs. Murray and myself as executor.

In regard to these instruments I make you my agent with the following instructions:

In event that the agreement just mentioned is duly executed and acknowledged by you and Mr. Stern and returned to me you will then deliver to the title company having charge of the transaction between yourselves and La Mesa Irrigation District the said original note and satisfaction of mortgage; otherwise you will return all of these instruments to me.

Of course I suppose I should in the ordinary course of business send these to the title company as being disinterested parties but in this instance I make you our agent.

The contract of course from what I understand from you is worthless except to protect us in the surrender of what on its face appears to be a valuable instrument. As you have all of the information and the books and know just what your responsibilities are in the premises you should be able to sign without much consideration.

I met a young son of yours in the building the other day and was delighted at finding him such an up-standing stalwart young chap. I hope his father makes a lot of money in order that he and his brothers

Ed Fletcher Esq.
June 25 1925.
2.

not to say his sisters will get a fair chance in life.

With best personal regards, I remain

Very truly yours,



WSKB:F
Encs.

Copy to Charles F. Stern Esq.

(Copy)

W. S. K. BROWN
Attorney at Law
315 Montgomery Street
San Francisco

June 25 1925.

Ed Fletcher Esq.,
916 - 8th St.,
San Diego, Cal.

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Ed Fletcher Esq./
June 25 1925.

2.

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With best personal regards, I remain

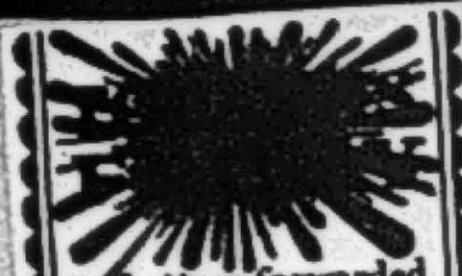
Very truly yours,

W. S. K. BROWN

WSKB:F

Encs.

Copy to Charles F. Stern Esq.



Letters forwarded today are not likely to be acted on before Monday

A WESTERN UNION NIGHT LETTER WILL GET ATTENTION EARLY SATURDAY

WESTERN UNION

TELEGRAM

EWCOMB CARLTON, PRESIDENT

GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Form 1201

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	NL

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

SAN DIEGO, CALIF.

ALWAYS OPEN

1925 JUN 26 AM 10 53

FA65 14

SANFRANCISCO CALIF 26 1027A

ED FLETCHER

916 8 ST SANDIEGO CALIF

LEAVING TOWN NEXT THURSDAY TO BE GONE TEN DAYS BETTER GET THE DEEDS HERE

W S K BROWN.

185M Form Tel. 5E-1-1-25

FEDERAL TELEGRAPH COMPANY

ELLERY W. STONE, President



RADIOGRAM

THE FEDERAL TELEGRAPH COMPANY transmits and delivers this message subject to the terms and conditions printed on the back of this blank.

<input checked="" type="checkbox"/>	DAY MESSAGE
<input type="checkbox"/>	DAY LETTER
<input type="checkbox"/>	NIGHT MESSAGE
<input type="checkbox"/>	NIGHT LETTER
<input checked="" type="checkbox"/>	RATE DESIRED

RECEIVER'S No.	TIME FILED	CHECK	INDICATE BY	X
----------------	------------	-------	-------------	---

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

Filed at June 26, 1925 192

Mr. W. S. K. Brown,
315 Montgomery Street,
San Francisco, Calif

Telegram Received Am mailing papers today

TO FLETCHER

Chg Cuyamaca Water Co

June 26, 1925.

Mr. W. S. K. Brown,
315 Montgomery St.,
San Francisco, Calif.

My dear Mr. Brown:

Enclosed find deed in duplicate for Mary H. Murray to sign, also deed in duplicate for your signature, as per your request.

I thank you for your telegram of the 24th to Mr. Stern, copy of which I have received today.

We are getting one step nearer home.

How about the \$100,000 outlawed note and the release of mortgage. Let's get that cleaned up as soon as possible, please.

I thank you for your hearty cooperation and interest in this matter.

Yours very truly,

EF:KLM

P. S. Your telegram just received. By all means get your deed in escrow, if possible, before you leave, and will you please write a letter to Mr. Stern and me to the effect that it is the intention to transfer all right, title and interest of the Murray Estate and Mary H. Murray, in the properties known as the "Cuyamaca Water Company System" and acquired by said Cuyamaca Water Company, and that if anything has been eliminated or omitted, that you will make the necessary corrections. Would also appreciate a letter from Mrs. Murray to that effect.

E.F.

June 26, 1925.

Mr. W. S. K. Brown,
315 Montgomery Street,
San Francisco, Calif.

My dear Mr. Brown:

I received a letter from the Southern Title Guaranty Company as follows:

"Re: Order No. 62459-EAS.

We must have a certified copy of a Decree of Distribution out of the Estate of James A. Murray, deceased, of all real and personal property situated in the County of San Diego, State of California, to Mary H. Murray, and a deed executed by Mary H. Murray for the property listed under the above order number to Ed Fletcher."

Kindly let me know about when this certified copy of Decree of Distribution in your opinion will be available.

Yours very truly,

EF:AH

CLASS OF SERVICE DESIRED	
TELEGRAM	<input checked="" type="checkbox"/>
DAY LETTER	<input type="checkbox"/>
NIGHT MESSAGE	<input type="checkbox"/>
NIGHT LETTER	<input type="checkbox"/>
<small>Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL RATE TELEGRAM</small>	

WESTERN UNION TELEGRAM

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

Form 1206 A

NO.	CASH OR CHG.
CHECK	
TIME FILED	

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

June 26 1925.

ED FLETCHER
916 - 8th St.,
SAN DIEGO, CAL.

CONFIRMATION

LEAVING TOWN NEXT THURSDAY TO BE GONE TEN DAYS BETTER
GET THE DEEDS HERE.

W. S. K. BROWN.

W. S. K. BROWN
ATTORNEY AT LAW
316 MONTGOMERY STREET
SAN FRANCISCO

June 30 1925.

Ed Fletcher Esq.,
916 - 8th St.,
San Diego,
California.

My dear Col. Fletcher.

I enclose you with this my deed as executor covering the Cuyamaca Water Company.

I have utilized the deed prepared by the title company. In comparison with the records in my office and the contract of sale please note the following:

- Serial Judgment* { The description of Parcel 1 compares to a point on line 3 page 2 but from there radically departs from any information in the office.
- Notice Res.* { The property described in paragraph 6 of our contract "all of Block 9 of Villa Caro Heights" does not appear to be in the deed anywhere. This might be an omission against your interest.
- As far as we can see paragraphs 7 to 15 inclusive of the contract seem to have been correctly followed in the deed although we have absolutely nothing in the office with which to check them.
- 1 miles Res. + 1/2* { Paragraph 16 page 4 of the contract describes five parcels of land acquired from M.C. Keelion. As far as we can understand this refers to pages 7, 8 and 9 of the executor's deed describing five parcels of land lettered A to E inclusive. We cannot however reconcile these descriptions.
- Mark's Lands* { Page 4 of the executor's deed, Parcel 2 does not appear to be included in the contract of sale.
- Normal H&E Res* { I note that the deed also covers a certain parcel known as No. 2 Reservoir in Block 54. This property also has been listed under memorandum from you as property of the estate.

2

Ed Fletcher Esq.

June 30 1925.

2.

appraised at \$666. It evidently is not a part of the Cuyamaca System although you said at one time to me that Murray evidently purchased it for use with the system but never made the transfer. In examining the contract I find it has been added to Page 4 of the memorandum of descriptions in different type-writing and marked 19A. I was not advised that this had been done. At all events I must account for it in the estate proceedings, but this item and the one on Page 4 of 160 acres if they are absolutely needed for the use of the system can be taken care of by later arrangements. Whatever is right and proper in the premises should go into the estate. We are paying taxes upon them and they are listed as estate property and taxed by the state and the government.

Notwithstanding these differences however, and relying upon you in this instance as I have always done on Mrs. Murray's behalf for information concerning the assets and affairs of the Cuyamaca Water Company, if you will send me the assurance of yourself, which of course I presume will be joined in by Mr. Stern, that the properties covered by the executor's deed which you sent me and which I now enclose describe nothing but the properties mentioned in the contract of sale (not referring in this connection to the item on page 4 parcel 2 and No. 2 reservoir site on page 11) you may deliver this deed with the instructions enclosed to the title company; otherwise withhold them until we have determined the matter. So far as I can see the changes were really for the purpose of elaborating the descriptions and nothing else. You will at once see my point however; as executor I cannot and of course will not transfer any property that was not included in the memorandum appended to our contract of sale. This of course will appeal to both you and Mr. Stern as being not only correct but a necessary precaution for an executor to take.

I am leaving town July 3rd and will return July 14th.

3

Ed Fletcher Esq.

June 30 1925.

3.

You must have received by this time the papers referring to the \$100,000 note and mortgage.

Mrs. Murray's deed should be along in a few days. I will transmit that also with appropriate instructions. You should put the proper stamps upon one of these two deeds, which one I leave for the title company to say. I believe you should consult its attorney on that point. As the money is being paid into the estate it is just possible the title company will want the stamps on the executor's deed, looking upon Mrs. Murray's as merely confirmatory although in fact it is the most important. I am inclined to take that view of the transaction myself. If the money was paid to Mrs. Murray I might feel differently.

As we all know, the method we took in drafting the contract and having the executor make his deed now and Mrs. Murray after partial distribution, was merely for the purpose of simplifying the transaction and obviating the necessity of a tiresome and expensive application for leave to sell real estate; the understanding being at all times that it was an estate transaction though handled through Mrs. Murray, the equitable title only being in her, the legal title being in the executor. I am inclined to believe this method operates to your benefit as you could then show proof of every class of title not only through the estate, which will deprive the executor of any claim of title, but also through the legal heir. The title company however must be the one to be satisfied and you should follow its advice. There is no question but both deeds do not require stamping. I am preserving the original dates of the deeds in order to show they are a single transaction.

Yours very truly,

WSKE:F

Postscript to the foregoing:

I note you have made the executor's deed a plain "grant". Under the law an executor can only

Traina. This question with Scales & Co says "grant" only is OK

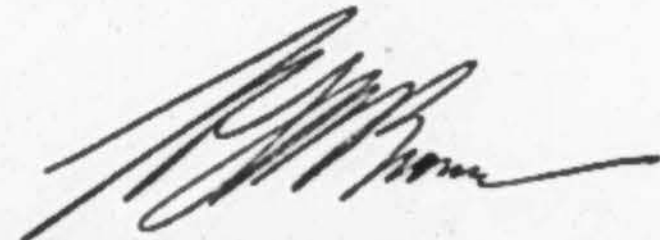
Ed Fletcher Esq.
June 30 1925.
4.

convey all the right, title and interest of the estate of his deceased at the time of his death and any right, title or interest acquired by the estate thereafter. I have therefore made the necessary correction and rewritten the first page.

With regard to Mrs. Murray's deed our understanding is of course that she is transferring only such title as she derails through the estate and the word "grant" means only that the property is free of encumbrance by her; you are far more fully advised as to the condition of the title than we, and take the property with the usual lien of all taxes. Estate and inheritance taxes of course are due but will be discharged by Mrs. Murray out of the purchase moneys, but all other taxes and other possible liens are at the charge of you and Mr. Stern, the purchasers, with no question of pro-rating between us.

I note also the deed conveys the whole and not her ten-twelfths only, but we all understand of course that Mrs. Murray is attempting to convey no more than what she derails from the estate.

Please let me have an expression from you to the effect that this memorandum is understood by you and is satisfactory. Mr. Crouch will tell you there is nothing unusual in the request, and of the importance of the word "grant" as used.



Leaving town tonight - returning Tuesday week
B

W.B.K. BROWN
ATTORNEY AT LAW
318 MONTGOMERY STREET
SAN FRANCISCO

July 2
June 30 1925.

Ed Fletcher Esq.,
916 - 8th Street,
San Diego,
California.

My dear Colonel Fletcher:

I just have your letter of the 26th with enclosures. My deed will go forward to the title company this afternoon.

In your postscript you ask for a letter from me, saying it is the intention of the Murray Estate and Mrs. Murray to transfer all interest "in the properties known as the 'Cuyamaca Water Company System' and acquired by said Cuyamaca Water Company, and that if anything has been eliminated or omitted you will make the necessary corrections." This is a rather troublesome request.

As you know we relied upon you entirely in the compilation of the assets of the Cuyamaca System and it is true that we are contemplating selling everything belonging to the Cuyamaca Water System now known to us. Our negotiations including the purchase price were based wholly and entirely upon the statement of assets appended to the contract, that statement having been furnished by you and containing the whole of our information. It is just possible that Cuyamaca has some exceedingly valuable rights not now known to anybody including yourself and Mr. Stern and not contemplated within the transfer by you to the Irrigation District. If so I of course wish to reserve to Mrs. Murray her rights in any such now unknown property. I am sure you can see the justice of my position as Mrs. Murray's advisor. I will however be very glad to write a letter stating that it is the intention of Mrs. Murray and myself as executor to part with all of the rights of the Cuyamaca Water System as now known including any rights of way and easements which may be in existence but not of public record. Your deed to the Irrigation District is of course a specific one covering certain property and our deed should be exactly the same thus showing the logical and orderly chain of

Ed Fletcher Esq.
June 30 1925.
2.

title.

After comparison I will send Mrs. Murray's deed to Tassajara Springs, it should take her at least a day to get to a notary and another day to return it.

I enclose you a copy of my own instructions to the title company.

Very truly yours,



WSKB:F

July 2, 1925.

Mr. W. S. K. Brown,
315 Montgomery St.,
San Francisco, California.

My dear Mr. Brown:

Enclosed find check for \$250.00 payment
for rent due July 1st, 1925. Kindly acknowledge receipt.

Yours very truly,

KLM

J u l y
6th
1 9 2 5

Mr. W. S. K. Brown,
315 Montgomery Street,
San Francisco,
California.

My dear Mr. Brown:

Answering your letter of June 30th, item by item:

No. 1 - The legal description is correct. We got this from the Title Company. The difference is on account of judgment, but it is nothing important, only we are following the Title Company's instructions.

No. 2 - It wasn't the intention in the deed to the District to deed them the Webster Reservoir. We will look up the records and see whether or not you should execute the deed to me. I think we will have to deed this to the City of El Cajon later on, and the deed should include this, but it will be a separate matter.

We have followed out the Title Company's instructions in every way in Paragraph 15, as they have the records.

Page 16 Paragraph 4, Etc : Everything is correct and we followed the Title Company's instructions in order to clear the title and transfer everything that the Water Company has of record.

Regarding Page 4, Executors Deed, Parcel 2:
This property stands in my name, but was purchased years ago under contract of purchase, with Cuyamaca Water Company money, and is known as the Marks land.

Regarding Parcel 3, Reservoir Block 54: This applies to a piece of property worth five or six hundred dollars which came to the Cuyamaca Water Company as a gift. It is an old reservoir site, now unused, and was deeded at the time that we took over the Normal Heights Distribution System. You can handle this anyway you want. It is an old Cuyamaca Water Co. matter as above stated, but I will protect you in any way you think is right.

W. S. K. Brown,
- 2 -
7/6/25

This will serve as my assurance to you that the properties covered by the Executor's Deed which you have signed and sent to me, and of which I hereby acknowledge receipt, describes nothing but the properties mentioned in the Contract of Sale, excepting as above stated, and all the properties which you and Mrs. Murray are transferring are part and parcel of the Cuyamaca Water Company Water System, a Public Utility, and has always been. If there is any error or any kind, I personally pledge myself to protect you in relation thereto.

Regarding the using of the word "Grant" in Mrs. Murray's deed: Of course it means that the property is only free of incumbrances in her, as you state, and we take it subject to the usual liens of all taxes. It is understood that Mrs. Murray is not attempting to convey any more than she derails from the Estate. Of course Mr. Stern and I want the title clear, subject to liens and taxes above referred to, so long as we get the title either one way or another. I am not a lawyer and do not know the ins and outs of this thing, but with a deed from Mrs. Murray and you, the Title Company assures us they will issue a certificate of title.

I certainly appreciate your interest in this matter, and with kind personal regards, I remain

Yours very truly,

EF:F

July 7, 1925.

Mr. W. S. K. Brown,
315 Montgomery Street,
San Francisco, California.

My dear Mr. Brown:

Answering yours of July 2d, I got your point exactly.

The title company out of an abundance of caution put in that general clause, but I want you to know right from the shoulder that if there are any assets of the Cuyamaca Water Company system not known by you I have absolutely no knowledge of same, and I am perfectly willing to have it stand that the purchase price was based wholly and entirely upon the statement of assets appended to the contract, that statement having been furnished by me and containing the whole of our information."

If there is any possible asset of the Cuyamaca Company not now known to anybody, including myself and Mr. Stern, of which I have not given you due notice, you certainly have a kick coming, and it is perfectly satisfactory to me to reserve to Mrs. Murray her rights in any such unknown property.

I certainly can see the justice of your position as Mrs. Murray's adviser. I hope that this letter is what you want, and satisfactory.

I have put the deed in escrow with the title company and have received the following receipt:

"SOUTHERN TITLE GUARANTY COMPANY

San Diego, Calif.,
July 6, 1925.

RECEIVED of W. S. K. BROWN, executor of the last will and testament of James A. Murray, deceased, deed from Brown as executor to Ed Fletcher, dated July 2, 1925. Preliminary Instructions.

(Signed) SOUTHERN TITLE GUARANTY COMPANY
By Vern Bloomer"

W.S.K. BROWN:
ATTORNEY AT LAW
315 MONTGOMERY STREET
SAN FRANCISCO

July 16 1925.

Ed Fletcher Esq.,
916 - 8th St.,
San Diego,
California.

Dear Mr. Fletcher:

This acknowledges yours of June 26.

Partial distribution is set for 1:30 P.M. July 23 at Salinas. The decree of partial distribution should be ready at that time.

Please call to the immediate attention of the title company the discrepancies in the descriptions which I mentioned to you in my letter of July 2nd. These of course will appear in the decree of partial distribution as that is the only information that we have ever had but also call to their attention that the res of the matter is the ten-twelfths of the partnership and the descriptions are purely collateral, the thing being sold is ten-twelfths of the partnership and in my opinion it might be just as well that no descriptions whatever be mentioned in the decree of partial distribution. That is the way I would handle it whether the descriptions followed each another or not. Take this up with the title company promptly and let me have a letter or wire on or before next Tuesday.

I am giving you ample notice of the situation within the proceeding itself.

Very truly yours,



WSKB:F

-2-

I am taking the original receipt to Santa Ana tonight, as it may be necessary to introduce this evidence in court, so my attorney tells me over the phone today. I will later on forward same to you, keeping a copy for this office.

Yours very truly,

EF:KLM

Dictated July 6th

Mr. Fletcher had to go North before this letter was written and will not return for three or four days, so I am forwarding it to you for your records, without Mr. Fletcher having read it after dictation.

K. L. May,
Secretary

~~If all land in S.D. Co. are in your
particular decree of Dist to M.H.M. has a
good description. Claim description drawn in
deed is not necessary. - This is must use
desc. in deed from M.H.M. to Ed F in
particular decree of distribution~~

If your decree of dist. distributes all lands
in S.D. Co. to M.H.M. & has a good description,
Claim description is not necessary.
If all lands in S.D. Co. ^{are} ^{to be} distributed
under one desc. as drawn in deed
from M.H.M. to Ed Fletcher -

W.S.K.BROWN
ATTORNEY AT LAW
315 MONTGOMERY STREET
SAN FRANCISCO

July 16 1925.

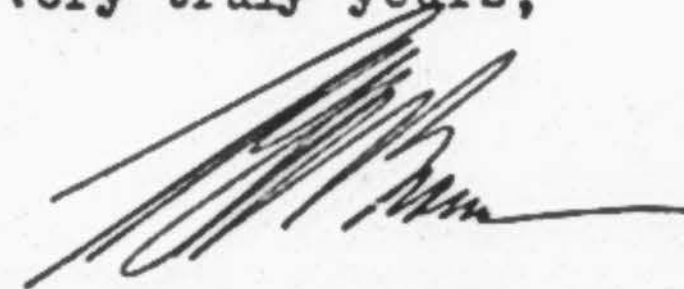
Ed Fletcher Esq.,
916 - 8th Street,
San Diego,
California.

My dear Mr. Fletcher:

This will acknowledge yours of
July 7th. Its contents are satisfactory as I
knew your reply would be. I am glad you grasped
my situation.

I note however that this letter was
not signed by you but contains a notation at the
bottom that you were called out of town after
dictation and before writing and had no oppor-
tunity to sign it. Will you be good enough
therefore to have this letter re-written with
your signature appended? It being of importance
to me personally I would like to have it in
shape.

Very truly yours,



WSKB:F

183M Form Tel. 27-1-1-25

FEDERAL TELEGRAPH COMPANY

ELLERY W. STONE, President



RADIOGRAM

THE FEDERAL TELEGRAPH COMPANY transmits and delivers this
message subject to the terms and conditions printed
on the back of this blank.

	DAY MESSAGE
	DAY LETTER
	NIGHT MESSAGE
<input checked="" type="checkbox"/>	NIGHT LETTER
<input checked="" type="checkbox"/>	RATE DESIRE

RECEIVER'S No.	TIME FILED	CHECK	INDICATE BY	X	RATE DESIRE
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Send the following message, subject to the terms and con-
ditions printed on the back hereof, which are hereby agreed to

Filed at July 20, 1925.

192

Mr. W. S. K. Brown,
315 Montgomery St.,
San Francisco, Calif.

Title Company says if your decree of distribution distributes all
lands in San Diego County to Mary H. Murray and has a good omnibus
clause description is not necessary Stop If all lands in San Diego
County are not to be distributed use description as drawn in deed
from Mary H. Murray to Ed Fletcher Mr. Fletcher will see you San
Francisco Tuesday

ED FLETCHER COMPANY

Chg. Ed Fletcher Co.

W.S.K. BROWN
ATTORNEY AT LAW
315 MONTGOMERY STREET
SAN FRANCISCO

July 20 1925.

Col. Ed Fletcher,
916 - 8th St.,
San Diego, Cal.

My dear Col Fletcher:

I have yours of the 18th enclosing
copy of a letter of the 16th from Sweet, Sterns
& Forward.

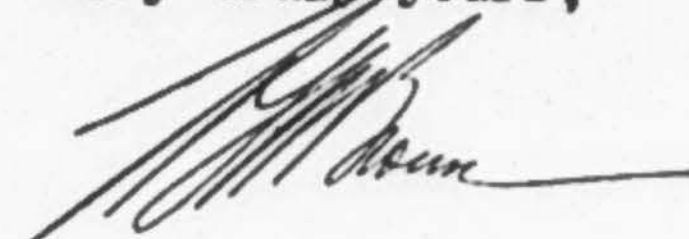
You certainly cannot have forgotten
our telephone conversation wherein you stated
that you were extremely anxious to have something
of record in the hands of the title company show-
ing that the transfer from Mrs. Murray was about
to be made to Fletcher, in order that you might
be able to testify to that point in the hearing
then pending at Santa Ana. I told you at the
time that my deed would be worthless for any pur-
pose except merely to show the actual pendency of
the transaction and the contemplation of the
parties, the formal proceedings leading up to the
commission to make the sale being lacking of
record. Mrs. Murray was away at the Springs and
was not available for the purpose of having her
deed deposited in escrow, and you expressed grat-
ification at the thought of having something in
hand to support your testimony. If formal
proceedings had been taken leading up to the mak-
ing of an order of sale Mrs. Murray's deed would
be wholly unnecessary. No proceedings were ever
taken to support the executor's deed nor will they
be for the reasons I have outlined. You should
have notified these attorneys that the executor's
deed was a mere makeshift.

I also call your attention to the fact
that by reason of the situation in San Diego I
wrote suggesting that the title company prepare
forms of deeds satisfactory to them, and that the
forms they prepared with some slight amendments
are the ones that are executed and now in escrow
with them.

Col. Ed Fletcher
July 20 1925.
2.

I am wiring you today as per enclosed
confirmation. We will need the information not
later than Wednesday morning. You should attend
to this at once.

Very truly yours,



WSKB:F
cc to Sweet, Sterns & Forward.

July 23, 1925.

Mr. W. S. K. Brown,
315 Montgomery St.,
San Francisco, Calif.

My dear Mr. Brown:

Answering yours of June 25th, will say this was put in the safe during my absence, and for the first time I am taking action in relation thereto. Your instructions of June 25th will be carried out by me as agent.

I have signed the papers and sent them on to Mr. Stern for his signature. He is now in the high Sierras and will not return until the 15th of August. I am sorry that this matter has been delayed. I have instructed him, after signing, to mail same to you for your signature.

Yours very truly,

EF:AH

July 25, 1925.

Mr. W. S. K. Brown,
315 Montgomery St.,
San Francisco, Calif.

My dear Mr. Brown:

Kindly write me a letter stating the proportionate rebate on my note as the \$150,000 payment is in proportion to the \$700,000 sale, so that I can turn it over to my sister and make the ammended return that you suggested.

I certainly appreciate your interest in this matter. With kind personal regards,

Very sincerely yours,

EF:AH

August 5, 1925.

Mr. W. S. K. Brown,
315 Montgomery Street,
San Francisco, Calif.

My dear Mr. Brown:

Answering your letter of July 17th, inclosed find copy of letter that I have written to the City of La Mesa.

From every indication they have gone ahead and included a lot of Mrs. Murray's property within an improvement district. I have seen no advertisement in relation thereto, but it seems that this improvement district was organized something like a year ago.

As soon as I hear from the clerk of La Mesa in relation thereto, will write you.

I hope that you will get all the proceedings thru on August 20th in relation to the transfer of the property to Mary H. Murray by the court - a partial distribution thereof.

A compromise down here looks very favorable at the present time.

Yours very truly,

EF:AH

August 5, 1925.

Mr. W. S. K. Brown,
315 Montgomery Street,
San Francisco, Calif.

My dear Mr. Brown:

Enclosed find agreements duly signed and acknowledged by Mr. Stern and myself, re your protection on the \$100,000 outlawed mortgage.

Kindly have one copy executed and returned to me.

Yours very truly,

EF:KLM

THIS AGREEMENT made and entered into between CHARLES F. STERN and ED FLETCHER of the first part, MARY H. MURRAY the surviving widow of James A. Murray deceased, of the second part, and W. S. K. BROWN as executor of the will of said James A. Murray, of the third part

WITNESSETH:

WHEREAS the third party has in his possession claiming the same to be an asset of the estate of said decedent a certain promissory note of which the following is a copy:

\$100,000.00

San Diego, California,
March 22nd 1917.

TWO years after date, without grace, for value received, we promise to pay to the order of J. A. Murray, Agent at Southern Trust and Savings Bank of San Diego, California, ONE HUNDRED THOUSAND and no/100 DOLLARS, with interest at the rate of seven per cent per annum from date until paid, interest payable semi-annually, and if not so paid to be compounded semi-annually, and bear the same rate of interest as the principal; and should the interest not be paid 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. Should suit be commenced, or an attorney employed to enforce the payment of this note, we agree to pay an additional sum of 5 percent on principal and accrued interest, as attorney's fees in such suit.

JAMES A. MURRAY
ED FLETCHER
WM. G HENSHAW

AND WHEREAS there was executed of even date therewith between the parties signing said note an agreement providing for the execution of a certain mortgage in security thereof, which said mortgage was duly executed and stands of record in the County of San Diego, State of California in Book 264, page 225 of Mortgages, and

WHEREAS it appears from the statements of said Ed Fletcher and Lou B. Mathews his accountant that said note and mortgage have been fully paid, satisfied and discharged by certain journal and ledger entries upon the books of the partnership of Guyamaca Water Company, in which James A. Murray, William G. Henshaw and Ed Fletcher were co-partners, by which entries the said James A. Murray was given full credit in the capital accounts of said co-partnership for the moneys advanced by him and evidenced by said note and mortgage and that therefore said note and mortgage became automatically discharged, and

WHEREAS the said Ed Fletcher and Charles F. Stern under an agreement of date the 1st day of June 1923 agreed to buy and the said Mary H. Murray agreed to sell her twelfths interest in said co-partnership, and

WHEREAS the said Ed Fletcher and Charles F. Stern have sold the whole of the assets of said partnership to La Mesa Irrigation District in the County of San Diego, State of California, and it is now necessary to discharge of record the said obligation in order that title may be cleared and made merchantable; and

WHEREAS neither the said Mary H. Murray nor said executor have ever examined the books of said partnership but have relied entirely upon the representations of the said Ed Fletcher, Charles F. Stern and Lou B. Mathews for their information in the premises;

NOW THEREFORE, in sole consideration of the covenants of the first parties hereinafter expressed, said executor with the consent of the second party, will deliver up to the

said Ed Fletcher and Charles F. Stern the said promissory note, and as such executor will make, execute and deliver his satisfaction of the mortgage securing the same, in consideration of which the said Ed Fletcher and Charles F. Stern jointly and severally promise and agree to hold harmless the said executor and reimburse him or the estate of the same James A. Murray and the said Mary H. Murray, the legal owner of said note and mortgage, for any or all loss or damage which may result to them or said estate by reason of the surrender of said note and satisfaction of said mortgage, all defenses of laches or any statute of limitation being hereby waived; and more especially will hold said executor, said estate and said surviving widow harmless by reason of the premises should it be hereafter ascertained that at the date of the death of said James A. Murray on May 11, 1931 or at any time thereafter there was legitimately due upon the said note any sum of money whatever.

In duplicate.

DATED: June 25 1935.

ED FLETCHER

CHARLES F. STERN
First Parties

Second party

as executor of the will of
James A. Murray deceased,
third party.

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } SS

On this 3rd day of August, A.D., 1935, before me H. M. BINFORD a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared CHARLES F. STERN known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(S E A L)

H. M. BINFORD
Notary Public in and for said
County and State.
My Commission expires October 10, 1938.

---c0c---

STATE OF CALIFORNIA }
COUNTY OF SAN DIEGO } SS

On this first day of August, 1935, before me, LOU B. MATHEWS a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared ED FLETCHER, personally known to me to be the person whose name is subscribed to the within instrument, and he duly acknowledged to me that he executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal at my office in the County of San Diego, the day and year in this certificate first above written.

(S E A L)

LOU B. MATHEWS
Notary Public in and for the
County of San Diego, State of
California.

My Commission Expires December
7th, 1936.

August 18, 1925.

Mr. W. S. K. Brown,
315 Montgomery St.,
San Francisco, Calif.

My dear Mr. Brown:

The District will be advertising the sale of the bonds within the next couple of weeks in all probability, and we should get a final settlement and payment from the District within ninety days.

Within the last four months we have had to dig up the cash and put \$35,000 into the El Monte Pumping Plant development which is now pumping five million gallons of water a day. We have also had to spend \$15,000 more in Normal Heights where certain streets are being paved and we had to get out of their way or put in cast iron pipe. Altogether we have had to dig up between \$60,000 and \$70,000 in cash since the first of January.

I was wondering if it would be agreeable to you in lieu of the quarterly of \$8,250, if you would accept an order for this amount, plus 6% interest from September first on the Southern Title Guaranty Company to have this money paid you within four months from date of September first, 1925 from the escrow of the La Mesa Irrigation District settlement. It would be an accommodation particularly to myself.

I have not mentioned it to Mr. Stern, but I am sure it will be agreeable to him if you can see your way clear to pass up the payment for September first. We could put it, of course, in any form that you wanted it. If you preferred it in the shape of a note, this would be satisfactory to me.

Don't fail to get the court to approve the partial distribution on the 20th, please.

CLASS OF SERVICE DESIRED	
TELEGRAM	
DAY LETTER	
NIGHT MESSAGE	
NIGHT LETTER	
<small>Patrons should mark any X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL RATE TELEGRAM</small>	

WESTERN UNION TELEGRAM

Form 1206 A

NO.	CASH OR CHQ.
CHECK	
TIME FILED	

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

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

August 21 1925.

ED FLETCHER
916 - 8th St.,
SAN DIEGO, CAL.

CONFIRMATION

PARTIAL DISTRIBUTION GRANTED YESTERDAY CERTIFIED COPY OF THE ORDER IS NOW BEING PREPARED BY THE COUNTY CLERK AND SHOULD BE IN MY HANDS ON MONDAY AT WHICH TIME I WILL FORWARD IT TO THE TITLE COMPANY WITH INSTRUCTIONS I AM ANSWERING YOUR LETTER.

W. S. K. BROWN.

With kind regards,

Very sincerely,

EF:AH

ALL MESSAGES TAKEN BY THIS COMPANY ARE SUBJECT TO THE FOLLOWING TERMS:

To guard against mistakes or delays, the sender of a message should order it repeated, that is, telegraphed back to the originating office for comparison. For this, one-half the unrepeatable message rate is charged in addition. Unless otherwise indicated on its face, this is an unrepeatable message and paid for as such, in consideration whereof it is agreed between the sender of the message and this company as follows:

1. The company shall not be liable for mistakes or delays in the transmission or delivery, or for non-delivery, of any message received for transmission at the unrepeatable message rate beyond the sum of five hundred dollars; nor for mistakes or delays in the transmission or delivery, or for non-delivery, of any message received for transmission at the repeatable message rate beyond the sum of five thousand dollars, unless specially valued; nor in any case for delays arising from unavoidable interruption in the working of its lines; nor for errors in cipher or obscure messages.
2. In any event the company shall not be liable for damages for mistakes or delays in the transmission or delivery, or for the non-delivery, of any message, whether caused by the negligence of its servants or otherwise, beyond the sum of five thousand dollars, at which amount each message is deemed to be valued, unless a greater value is stated in writing by the sender thereof at the time the message is tendered for transmission, and unless the repeatable message rate is paid or agreed to be paid, and an additional charge equal to one-tenth of one per cent of the amount by which such valuation shall exceed five thousand dollars.
3. The company is hereby made the agent of the sender, without liability, to forward this message over the lines of any other company when necessary to reach its destination.
4. Messages will be delivered free within one-half mile of the company's office in towns of 5,000 population or less and within one mile of such office in other cities or towns. Beyond these limits the company does not undertake to make delivery, but will, without liability, at the sender's request, as his agent and at his expense, endeavor to contract for him for such delivery at a reasonable price.
5. No responsibility attaches to this company concerning messages until the same are accepted at one of its transmitting offices; and if a message is sent to such office by one of the company's messengers, he acts for that purpose as the agent of the sender.
6. The company will not be liable for damages or statutory penalties in any case where the claim is not presented in writing within sixty days after the message is filed with the Company for transmission.
7. It is agreed that in any action by the Company to recover the tolls for any message or messages the prompt and correct transmission and delivery thereof shall be presumed, subject to rebuttal by competent evidence.
8. Special terms governing the transmission of messages under the classes of messages enumerated below shall apply to messages in each of such respective classes in addition to all the foregoing terms.
9. No employee of the company is authorized to vary the foregoing.

THE WESTERN UNION TELEGRAPH COMPANY
INCORPORATED
NEWCOMB CARLTON, PRESIDENT

CLASSES OF SERVICE

TELEGRAMS

A full-rate expedited service.

NIGHT MESSAGES

Accepted up to 2.00 A.M. at reduced rates to be sent during the night and delivered not earlier than the morning of the ensuing business day.

Night Messages may at the option of the Telegraph Company be mailed at destination to the addressees, and the Company shall be deemed to have discharged its obligation in such cases with respect to delivery by mailing such Night Messages at destination, postage prepaid.

DAY LETTERS

A deferred day service at rates lower than the standard telegram rates as follows: One and one-half times the standard Night Letter rate for the transmission of 50 words or less and one-fifth of the initial rates for each additional 10 words or less.

SPECIAL TERMS APPLYING TO DAY LETTERS:

In further consideration of the reduced rate for this special Day Letter service, the following special terms in addition to those enumerated above are hereby agreed to:

A. Day Letters may be forwarded by the Telegraph Company as a deferred service and the transmission and delivery of such Day Letters is, in all respects, subordinate to the priority of transmission and delivery of regular telegrams.

B. Day Letters shall be written in plain English. Code language is not permissible.

C. This Day Letter is received subject to the express understanding and agreement that the Company does not undertake that a Day

Letter shall be delivered on the day of its date absolutely and at all events; but that the Company's obligation in this respect is subject to the condition that there shall remain sufficient time for the transmission and delivery of such Day Letter on the day of its date during regular office hours, subject to the priority of the transmission of regular telegrams under the conditions named above.

No employee of the Company is authorized to vary the foregoing.

NIGHT LETTERS

Accepted up to 2.00 A.M. for delivery on the morning of the ensuing business day, at rates still lower than standard night message rates, as follows: The standard telegram rate for 10 words shall be charged for the transmission of 50 words or less, and one-fifth of such standard telegram rate for 10 words shall be charged for each additional 10 words or less.

SPECIAL TERMS APPLYING TO NIGHT LETTERS:

In further consideration of the reduced rate for this special Night Letter service, the following special terms in addition to those enumerated above are hereby agreed to:

A. Night Letters may at the option of the Telegraph Company be mailed at destination to the addressees, and the Company shall be deemed to have discharged its obligation in such cases with respect to delivery by mailing such Night Letters at destination, postage prepaid.

B. Night Letters shall be written in plain English. Code language is not permissible.

No employee of the Company is authorized to vary the foregoing.

W.S.K. BROWN
ATTORNEY AT LAW
313 MONTGOMERY STREET
SAN FRANCISCO

August 24 1925.

Ed Fletcher Esq.,
916 - 8th St.,
San Diego,
California.

My dear Fletcher:

I wired you this morning and enclose confirmation.

We are now ready to close at any time. I notice you say in the first paragraph of your letter that the district is advertising the sale of the bonds, whereas I understood that you and Mr. Stern were to take bonds. I presume they are following some provision of their charter requiring them to advertise before they dispose of the bonds, and that you in pursuance of your contract will bid on these bonds and take them in at the accepted price. Is that the method you are pursuing?

I note you say you should be able to close within the next ninety days. I had no idea the matter was to be drawn out that far. I am exceedingly anxious to close the transaction this current fiscal year. All of my plans are based upon your statements to the effect that it would only take you about thirty or forty days from the date of our conference in early July to close. It will make considerable difference to us if this matter is postponed to next year.

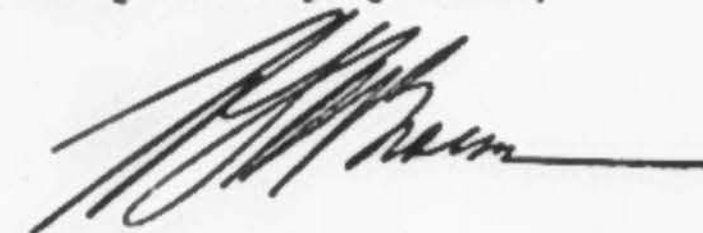
Subject of course to the approval of Stuart and Mrs. Murray I am perfectly willing to exercise some forbearance in your cash payment of interest just approaching. I note however you ask that payment be extended four months from September 1st which will take it into 1926. I would suggest that this be modified to three months and fifteen days, which will bring it to December 15th. I would prefer a note signed by yourself and Mr. Stern rather than an order upon the title company, for the latter method is cumbersome and will inject a

Ed Fletcher Esq.,
August 24 1925.
2.

third party into our councils. Interest at six percent is satisfactory, although we are applying these interest payments on inheritance taxes, which are costing us seven percent. I will get in touch at once with Mrs. Murray and Stuart.

I do not think it a good plan to keep Mr. Stern in the dark but suggest that you surprise him fully. He will have plenty of sympathy for your position.

Very truly yours,



WSKB:F

August 27, 1925.

Mr. W. S. K. Brown,
315 Montgomery St.,
San Francisco, Calif.

My dear Mr. Brown:

Answering yours of August 24th, will say I have executed a note to you in the sum of \$8250.00 and sent it to Mr. Stern for his signature. He will forward it to you. The note reads payable "on or before December 15, 1925" as you suggest.

I should have explained to you that on the 7th day of April the attorneys for the district brought before the Supreme Court the question of validity of the Irrigation District bonds which were voted in 1916 and part of which were issued. They also brought up the question of the validity of the new bonds. The Supreme Court stated they would give a decision from the bench within 30 days after the briefs were in. Unfortunately the attorney for the Irrigation District failed to file the Respondent's Brief, or to notify the court that he was not going to do so. We waited and waited, until at last in July I got the Attorney General, also Ex-Justice Sloane to punch up the Supreme Court and found that they were waiting for the Respondent's Brief, or at least they used that as an excuse. Justice Myers wrote Judge Sloane that they would make the decision at an early date, and we are still waiting.

It makes no difference which way the decision goes the bonds are good either way, but our hands are tied until the decision comes down.

We have agreed to bid ninety-five for the bonds, and a syndicate is already organized for that purpose. Our contract calls for taking these bonds at ninety-five if there is no higher bid, but they will undoubtedly sell for more than ninety-five on the bond market as there is quite an interest in them. They have to go thru the formality of advertising for bids, so it may be sixty or ninety days before everything is completed.

August
28th
1925

My dear Mr. Brown:

Under date of August 28th,
I wrote you a letter containing the following paragraphs:

"In the meantime, we
agree to owe you another interest install-
ment as of September first, and I find
that Colonel Fletcher K. is apparently
obtained your consent to accept a note,
due on or before December 15th of this
year, and has forwarded the note to me
for my signature, joined with his.

"Inclosed herewith please
find this note, which will reach you on
the morning of August 31st. I would like
to have your assurance that you are
accepting this note in payment of the
quarterly interest due and without prej-
udice to any of the terms or conditions
of the contract which we hold, or our
rights thereunder. If you will wire me to
this effect on Monday, I shall appreciate
it. The note will be met at maturity, or
before, of course, and I see no reason
why the entire transaction should not be
closed within the same time limits."

-2-

I am writing Mr. Stern fully in the matter, and I do appreciate your courtesy just at this time in taking a three and one-half months' note in lieu of the interest due September 1st on purchase of Mr. Stern and myself of Mrs. Murray's interest in the Guyanaca System.

When this bloody thing is over and the deal is closed, I am going to take W. S. K. Brown and Stuart Haldorn on a week's trip down into Mexico and show you some things that will interest you. We will go down the peninsula as far as there is any road, and I promise you some real fishing and hunting, and a mighty nice trip as well.

Yours sincerely,

EF:KIM

2-4

I am in receipt of a telegram today, as follows:

"Payment from the State except return Thursday next" (R.M. Horton)

I assume, of course, that the note is entirely acceptable to you, to Mrs. Murray and to Stuart Murray, in payment of the quarterly payment due tomorrow, September first. In view of the fact that you are out of the State, however, I am unable to get your confirmation.

If for any reason our note is not acceptable in payment of the amount due September first, under our contract, you are hereby authorized to draw upon us, through the First National Bank of Los Angeles, for the amount due, and your draft will be promptly met.

I am handling the matter in this fashion rather than making a cash tender tomorrow at the suggestion of our friend, Senator Flint, who joins me in extending his personal regards to you.

Very sincerely yours,

Mr. W. S. K. Brown, Administrator
of the Estate of James Murray, Dec.,
315 Montgomery St.,
San Francisco, Calif.

CLASS OF SERVICE DESIRED	
TELEGRAM	<input checked="" type="checkbox"/>
DAY LETTER	<input type="checkbox"/>
NIGHT MESSAGE	<input type="checkbox"/>
NIGHT LETTER	<input type="checkbox"/>
Patrons should mark an X opposite the class of service desired: OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL RATE TELEGRAM	

WESTERN UNION TELEGRAM

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

Form 1206 A

NO.	CASH OR CHG.
CHECK	
TIME FILED	

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

August 31, 1925.

Mr. R. M. Horton,
c/o W. S. K. Brown,
315 Montgomery St.,
San Francisco, Calif.

Please have Mrs. Murray and Stuart wire me note of Stern and myself acceptable as per Mr. Brown's letter August twenty-fourth

ED FLETCHER

Charge Ed Fletcher Co.

W.S.K. BROWN
ATTORNEY AT LAW
315 MONTGOMERY STREET
SAN FRANCISCO

September 3, 1925

Mr. Ed Fletcher,
916 Eight Street,
San Diego, California.

Dear Mr. Fletcher:

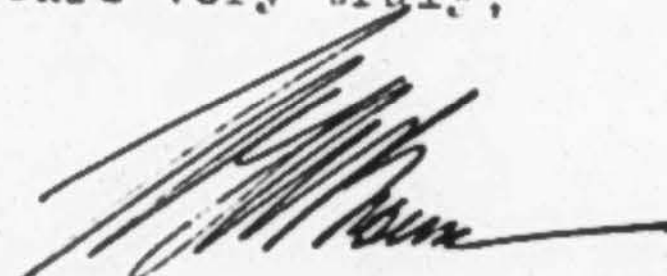
This will be in reply to yours of August 27th. I have written Mr. Stern - copy enclosed. Mr. Stern, who evidently has Senator Flint along side of him, was protecting his contract at all points. He evidently had not seen my letter to you in which I stated your note would be satisfactory; thus protecting you both against a forfeiture for non-payment of interest on due date. Personally, I am not very keen on forfeitures, although, of course, where other interested persons are involved, I have but little say. We have kept this transaction on such a high plane that I am sure you will always have a chance as long as it is in the hands of the present holders. We did intend to raise money upon it, but as you are closing the transaction it looks as though we will avoid that necessity.

Thanks for your kind expressions and if time and engagements permit I am sure that Stuart and I would both like to take a trip into Mexico with you.

With best personal regards,

Yours very truly,

WSKB-GL
Encl.



September 3, 1925

Charles F. Stern, Esq.,
c/o The First National Bank of Los Angeles.,
Los Angeles, California.

Dear Mr. Stern:

This will acknowledge your letters of August 28th and 31st, together with the joint note of yourself and Mr. Fletcher, dated September 1st for \$8,250. This is in line with my communication to Mr. Fletcher and is, of course, satisfactory.

In your letter of August 31st I note the fine Italian hand of Senator Flint, who is evidently determined to keep you clear of forfeitures.

I took to myself a little amusement from your letter, for as a matter of fact I abhor a forfeiture as well as the law and I never yet have loaded my hand for a forfeiture unless it was richly deserved. Should you, by any chance, communicate this letter phrase to Senator Flint, you will please tell him at the same time that I now rely on him to see that you live up to your contract.

Personally, I am more than delighted at the prospect of a speedy determination of this venture. It looks like you will make a little money out of the deal which is, of course, more than satisfactory to me. I am desperately anxious to close it this year and then clear up the Murray Estate.

With best personal regards, and asking you to remember me to Senator Flint, I am

Very truly yours,

WSKB:GL

cc - Mr. Ed Fletcher. ✓

W. S. K. BROWN
315 MONTGOMERY STREET
ROOM 1308

W.S.K. BROWN
ATTORNEY AT LAW
315 MONTGOMERY STREET
SAN FRANCISCO

September 4, 1925

Mr. Ed. Fletcher,
916 Eighth Street,
San Diego, California.

Dear Colonel Fletcher:

This will acknowledge yours of August 21st with copy of letter from James E. O'Keefe, attorney, containing his description of the property which is wanted by the City of La Mesa for septic purposes.

Mr. Brown states that Mrs. Murray is willing to convey the same at \$75 an acre, provided the City of La Mesa will agree to keep it sanitary, live up to the instructions of the State Board of Health, allow Mrs. Murray to tap into this property for sewage purposes and make any concessions which you know should be required.

We presume this property was distributed to Mrs. Murray along with the balance of the San Diego land a couple of years ago, but we cannot reconcile this absolutely with any description which we have in the office.

Enclosed you will find copy of Mr. O'Keefe's description which, if you will guarantee to be correct and advise us in which parcel it is contained in the report of inheritance tax appraiser Gould - which you have -, Mr. Brown will then see that a deed is executed in the near future.

Yours very truly,

P.M. Houston

RMH-GL
Encl.

cc. Mr. O'Keefe

That portion of Parcel "A" Murray Acres, in the City of La Mesa, Calif., according to Licensed Survey Map No. 184, filed in the office of the Recorder, San Diego County, California June 17th, described as follows:

Beginning at corner No. 37, of said Parcel "A" thence S. 0° 39' W. along the west line of said Parcel "A", 200 feet; thence S. 89° 21' E. 750 feet, thence North 0° 39' E. to the north-westerly line of said Parcel "A" thence S. 43° 12' West along said line to corner 33 of said Parcel "A", thence S. 66° 55' W. along said northerly line of said Parcel "A" 395.1 feet to place of beginning, containing 7.50 acres more or less.

W.S.K. BROWN
ATTORNEY AT LAW
315 MONTGOMERY STREET
SAN FRANCISCO

September 14, 1925.


Colonel Edward Fletcher,
San Diego,
California.

My dear Colonel Fletcher:-

I am leaving for Washington Tuesday a week, and wish you would let me have for use there, a memorandum showing when Murray made his separate payments on the Cuyamaca Water System. I presume Mathews could get this up for me without much trouble. I may ask each of you to put it in a form of an affidavit which I will draw up later on.

You did not answer the query contained in my last letter as to when you were expected to close the Cuyamaca sale. It is very important that I should have this information promptly. I am anxious to conclude it this year and not have it go over into 1926. I would like to have this information.

Very truly yours,



WSKB-FJ

STATEMENT SHOWING INVESTMENT OF JAMES A. MURRAY
IN CUYAMACA WATER COMPANY, JUNE 1, 1910 TO MAY 31, 1921.

Item	Date	Description	Amount
1	June 1, 1910	5/8 of Purchase Price of System	125,000.00
2	Aug. 6, "	Cash Advance	1,500.00
3	Sept. 3, "	"	1,000.00
4	Oct. 3, "	"	1,500.00
5	Nov. 9, "	"	1,000.00
6	Mar. 29, 1911	"	5,000.00
7	May 12, "	"	5,000.00
8	June 26, "	"	10,000.00
9	July 31, "	"	5,000.00
10	Aug. 16, "	"	5,000.00
11	Sept. 18, "	"	10,000.00
12	Dec. 20, "	"	5,000.00
13	Feb. 8, 1912	"	1,000.00
14	Feb. 19, "	"	675.00
15	Apr. 10, "	"	14,000.00
16	June 29, "	"	9,000.00
17	Aug. 20, "	"	19,000.00
18	Jan. 7, 1913	"	5,000.00
19	Feb. 6, "	"	28,000.00
20	July 2, "	"	10,000.00
21	Sept. 2, "	Cash Advanced used in payment for work done prior to Aug. 20, 1913.	5,000.00
22	Jan. 13, 1914	Portion of Cash Advance of \$25,000.00 used in payment for work done prior to Aug. 20, 1913, on which date Wm. G. Henshaw purchased a 1/12 interest from Ed Fletcher.	2,691.95
23	Sept. 30, 1913	Cash Advance	6,000.00
24	Nov. 20, "	"	10,000.00
25	Dec. 1, "	"	10,000.00
26	Dec. 22, "	"	10,000.00
27	Jan. 13, 1914	Portion of Cash Advance of \$25,000.00 expended for work done after Aug. 20, 1913.	22,308.05
28	Feb. 6, "	Cash Advance	25,000.00
29	Mar. 11, "	"	8,275.08
30	Mar. 11, "	"	16,724.92
31	Mar. 25, "	"	15,000.00
32	July 1, "	"	10,000.00
33	Sept. 16, "	"	5,000.00
34	Oct. 28, "	"	5,000.00
35	Oct. 31, "	"	8,500.00
36	Nov. 16, "	"	10,000.00
37	Dec. 29, "	"	5,000.00
38	Feb. 3, 1915	"	5,000.00
39	Feb. 25, "	"	5,000.00
40	June 30, "	" (Salary)	400.00
41	Sept. 21, "	"	15,000.00
42	Sept. 21, "	"	25,000.00
43	Dec. 31, "	" (Salary)	1,200.00
44	Mar. 21, 1916	"	2,000.00
45	June 30, "	" (Salary)	1,200.00
46	Dec. 31, "	"	1,200.00
47	Mar. 28, 1917	"	2,033.35
48	Mar. 28, "	"	416.68
49	Mar. 28, "	Property of James A. Murray turned over to Cuyamaca Water Company, value as determined by State Railroad Commission	6,160.00
50	June 30, "	Cash Advance (Salary)	1,200.00
51	Dec. 31, "	"	1,200.00
52	Apr. 18, 1918	" (Healion Lands)	3,196.42
			506,431.45

Item	Date	Description	Amount
		Brought Forward	506,431.45
53	Mar. 30, 1917	Cash Advance (Note to James A. Murray)	100,000.00
54	June 30, 1918	" " (Salary)	1,200.00
55	Oct. 31, "	" " (Murray Dam)	10,000.00
56	Dec. 31, "	" " (Salary)	1,200.00
57	June 30, 1919	" " (Salary)	1,200.00
58	Oct. 31, "	Second Hand 2" and 4" pipe from J. G. Sauer.	585.50
59	Dec. 31, "	Cash Advance (Salary)	1,200.00
60	Mar. 31, 1920	" " (To Western Rein. Concrete Pipe Company)	4,000.00
61	Apr. 8, "	" " "	8,500.00
62	June 30, "	" " (Salary)	1,200.00
63	July 31, "	" " (Sharp-Fellows Const.Co.)	16,666.65
64	Dec. 31, "	" " (Salary)	1,200.00
65	May 31, 1921	" " (Salary)	1,000.00
T O T A L -			\$ 654,383.60

Note: No amounts were paid or credited to this account after May 31, 1921.

W.S.K. BROWN
ATTORNEY AT LAW
315 MONTGOMERY STREET
SAN FRANCISCO

September 16, 1925

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

My dear Mr. Fletcher:

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

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

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

I personally have another matter to worry over which is this: I have been very earnest in my request that the value of your note, for taxation purposes, be reduced to what you could actually pay on the date of Murray's death; that is, somewhere around \$35,000 or

Mr. Ed Fletcher

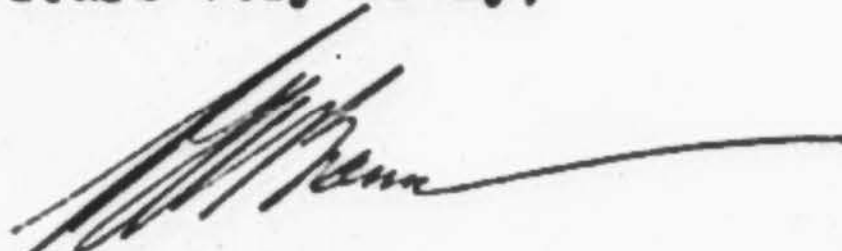
-2-

9/16/25

\$40,000, but even at this late date I do not have the figures from the Estate Tax Unit showing just what they have done in this regard. I may have to amend my own tax return for 1924 as soon as I get these figures. Strictly as a matter of law, however, the only thing which governs my estate tax is the value of the note at the date of Murray's death and not its value four years thence. I shall open a full discussion of this with the proper persons. In the meantime you can mull over your own situation. If I were you I would take the advice of counsel on the point in order to keep myself strictly in the clear. It might be well for you to let me know what you are going to do before you file your amendment.

With best personal regards,

Yours very truly,



WSKB:GL

(copy)

San Francisco, California,
September 16, 1925.

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

My dear Mr. Fletcher:

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

You will remember that our sale price to you and Mr. Stern was \$800,000 even. You then asked me what would become of your note in the principal sum of \$85,000 and wished to know how it could be taken care of in the transaction. I suggested that you add it to the purchase price, informing Mr. Stern of course, and when that purchase price had been partially or wholly paid we would make the proper endorsements upon your note; upon the final payment being made you were to receive it back cancelled, partial payments in proportion. It amounts, of course, to a commission to you of \$100,000, which is the value of your note in connection with the transaction.

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

I personally have another matter to worry over which is this: I have been very earnest in my request that the value of your note, for taxation purposes, be reduced to what you could actually pay on the date of Murray's death; that is, somewhere around \$35,000 or \$40,000, but even at this late date I do not have the figures from the Estate Tax Unit showing just what they have done in this regard. I may have to amend my own tax return for 1924 as soon as I get these figures. Strictly as a matter of law, however, the only thing which governs my estate tax is the value of the note at the date of Murray's death and not its value four years thence. I shall open a full discussion of this

#2.
9/18/25

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

With best personal regards,

Yours very truly,

(signed) W. S. K. Brown.

WSKB:GL

W. S. K. BROWN
ATTORNEY AT LAW
315 MONTGOMERY STREET
SAN FRANCISCO

October 14, 1925.

Ed Fletcher, Esq.,
916 - 8th Street,
San Diego, Calif.

Dear Mr. Fletcher:

Sometime ago I discussed with Mrs. Murray your understanding that she, Mrs. Murray, had promised to return to you your note in favor of James A. Murray for \$85,000, in consideration of your aid towards a settlement of the controversy between the heirs in that estate.

Mrs. Murray has authorized me to state to you that she remembers a conversation with you soon after Mr. Murray's death, in which she stated that you need have no fear that you would ever be unduly or improperly harassed with this obligation; and at the same time Mrs. Murray stated to the writer it was possible that during the conversation you had unwittingly taken it for granted that the note would be destroyed.

Of course you can understand that could not be legally done while the note was in the possession of the executor, and pending administration.

In view of our conversation this morning I would like an expression from you to the effect that you have no claim for services either against the executor or Mrs. Murray; although I personally know of my own knowledge that you were very industrious in the aid of Mrs. Murray's branch of the case, and that in some instances you expended from your own private purse the cost of traveling and the like, to and at Montana and elsewhere.

Very truly yours,

WSKB:B.



W.S.K. BROWN
ATTORNEY AT LAW
315 MONTGOMERY STREET
SAN FRANCISCO

October 14,
1925.

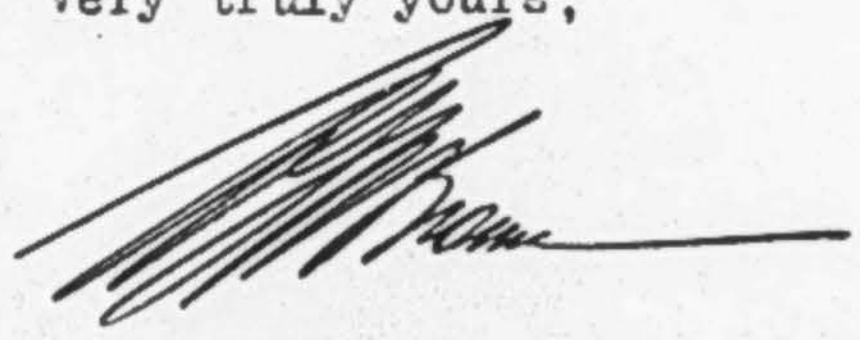
Ed Fletcher, Esq.,
916 - 8th Street,
San Diego, Calif.

My dear Mr. Fletcher:

Upon my return from the East and in examining my letter to you of September 16th, I find that I have unwittingly committed something of an error. I stated in the second paragraph: "You will remember that our sale price to you and Mr. Stern was \$600,000 even". As a matter of fact this statement is based entirely upon my own assumption where it speaks of our price to you "and Mr. Stern". As a matter of fact our option to you, upon which you paid \$5000, was dated October 25, 1922, whereas the papers between yourself and Mr. Stern on one side and Mrs. Murray on the other, were executed June 1, 1923. I merely took it for granted that you had been negotiating with Mr. Stern ever since October, 1922.

I am writing this after our interview of today, in order that you might have before you, at all times, the proper correction. I can assure you that the error was thoughtlessly committed. I personally had no knowledge whatever as to when you commenced your negotiations with Mr. Stern, nor, as a matter of fact, was I interested in that phase of the matter.

Very truly yours,



WSKB:B.

EXTRA CARBON COPY FOR MR. FLETCHER
San Diego, California.
October 14
1925

Mr. W. S. K. Brown,
315 Montgomery Street,
San Francisco, California.

My dear Mr. Brown:

I wish to thank you for your letter of this date.

My recollection however is positive that Mrs. Murray stated she would tear up this obligation. She may have forgotten it, for it was at a time of great distress to her. Nevertheless, I am not attempting to hold Mrs. Murray to that statement, although I believe she should have carried it out.

However, I wish to assure both you and Mrs. Murray that I have no claim for services, either against you as executor or against her personally. I did what I could gladly and willingly and at some considerable expense to myself for traveling and hotel bills, covering a period of six or eight months.

I might say also that I appreciate the favors that have been shown to me, and that I am perfectly contented with the concessions made to me in the sale of Cuyamaca and in the handling of the May Murray \$42,000 note and mortgage, particularly concerning the option that was given to me for the sale of the Cuyamaca System, at a price less than actual cost should the item of interest be considered.

Very truly yours,

EF

W. S. K. BROWN
315 MONTGOMERY STREET
ROOM 1308

San Diego, California.
October 14.
1925.

Mr. W. S. K. Brown,
315 Montgomery Street,
San Francisco, California.

My dear Mr. Brown:

I wish to thank you for your letter of this date.

My recollection however is positive that Mrs. Murray stated she would tear up this obligation, provided I would render what service I could at my expense in stopping the litigation and help her in any way I could. She may have forgotten it, for it was at a time of great distress to her. Nevertheless, I am not attempting to hold Mrs. Murray to that statement, although I believe she should have carried it out.

I wish to assure both you and Mrs. Murray that I have no claim for services, either against you as executor or against her personally. I did what I could gladly and willingly and at some considerable expense to myself for traveling and hotel bills, covering a period of six or eight months.

I might say also that I appreciate the favors that have been shown to me, and that I am perfectly contented with the concessions made to me in the sale of Cuyamaca and in the handling of the May Murray \$42,000 note and mortgage, particularly concerning the option that was given to me for the sale of the Cuyamaca system for a price nearly \$500,000 less than the actual cost including six per cent interest.

Very truly yours,

EF

October 16, 1925.

Mr. W. S. K. Brown,
315 Montgomery St.,
San Francisco, Calif.

My dear Mr. Brown:

I was very much annoyed the other day to hear about the slander and lies told you regarding my business dealings with Mr. Murray. The following in a matter of official record that can be easily verified:

That the Cuyamaca lands or mountain lands Mr. Murray purchased, he purchased at cost. I did not make one cent commission, and gave my time and service free, also the use of my machine. Mr. Murray acquired that property first to protect the timber and the watershed, and the records show that he sold the property at a profit.

Regarding the Murray Hill and El Cajon Heights property, he purchased this tract from F. & W. Thum Company. I did not make one cent commission on this sale.

On the Crouse property I did make a commission of \$1000, but with Mr. Murray's knowledge and consent. I got the price for him; then Mr. Murray went around and offered spot cash, shaded the price a couple of thousand dollars, and did his business direct, but Mr. Crouse sent me the commission just the same.

On the Doyle-Barnes property I made a commission of \$1000 with Mr. Murray's knowledge and consent.

I never made a commission or a profit on any other piece of property that Mr. Murray acquired in San Diego County, so anyone that tells you that Ed Fletcher purchased land for \$5.00 an acre and sold it for \$15.00 an acre to Mr. Murray is a blankety blank liar with my compliments; and in fairness to me I should know who made that statement, as I will call him.

I am sending a copy of this to Mrs. Murray and to Stuart Haldorn.

Yours very truly,

EF:AH
cc. Mrs. Murray
Mr. Haldorn

W.S.K. BROWN
ATTORNEY AT LAW
315 MONTGOMERY STREET
SAN FRANCISCO

October 19
1925

Mr. Ed Fletcher
916 Eighth Street
San Diego, California.

My dear Mr. Fletcher:

I have yours of the 16th.

Personally I did not pay much attention to the gossip I retailed at our conversation. I merely mentioned it more to show that at the time of Mr. Murray's death you were being severely criticized by outsiders. The wise thing for you to do would be to forget it. You certainly have your hands sufficiently full of other matters.

I have been thinking over the subject on which you requested advice. I can readily see why you are disturbed and would welcome light from any source. My personal idea of course as I told you is covered by the correspondence between us. Your position appears to be correct that long before you dealt with Mr. Stern you held an option on Cuyamaca which you paid for with \$5000 of your personal moneys, and that you could have asked either Mr. Stern or any other person any sum you saw fit for the transfer of the right to purchase. This is pre-supposing that you were dealing in the ordinary course of business and at arms length. In Mr. Stern's case however you seem to have made him a confidant of the entire situation and considered him more or less a partner. If this be true you bring yourself within all of the moral and legal obligations arising out of that confidential relation, the moral obligations of which are vastly more pressing and binding than the legal ones.

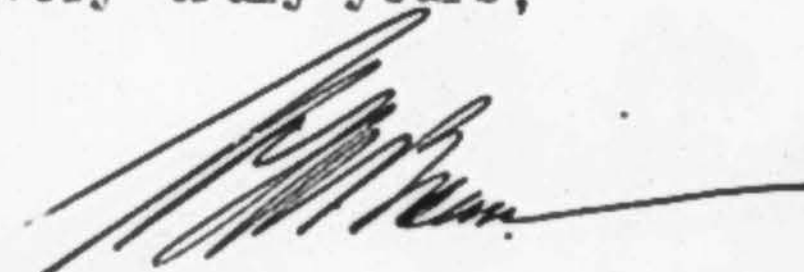
Mr. Ed Fletcher,
Oct. 19 1925
Page 2

You will remember that when you requested my advice shortly after the execution of the contract of sale I told you to explain the entire situation to Mr. Stern, which you stated afterwards you did. Mr. Stern should not forget, and no doubt will not forget, that by reason of the close relationship you bore to Mr. Murray we would give to you much better and easier terms not only as to the purchase price, but as to forbearance in the way of time than we would to any possible stranger. You might urge upon him also the fact that this note represents moneys advanced by Mr. Murray to you for the purpose of carrying your one-twelfth interest in the Water System, which I understand you are putting in the common pool at cost only. I do not believe you will find Mr. Stern unreasonable and I would take him into my fullest confidence. Meantime I would take the opinion of your personal counsel, Mr. Crouch, who could possibly give you a freer opinion than I. I believe you are meeting trouble before it comes.

I direct your attention to my letter dated the 15th enclosed with this. The changes you made in the original letter are not quite satisfactory.

With best personal regards, I remain

Very truly yours,



WSKB.B.

(copy)

San Francisco, California,
October 19, 1925.

Mr. Ed Fletcher,
916 Eighth Street,
San Diego, California.

My dear Mr. Fletcher:

I have yours of the 18th.

Personally I did not pay much attention to the gossip I retailed at our conversation. I merely mentioned it more to show that at the time of Mr. Murray's death you were being severely criticised by outsiders. The wise thing for you to do would be to forget it. You certainly have your hands sufficiently full of other matters.

I have been thinking over the subject on which you requested advice. I can readily see why you are disturbed and would welcome light from any source. My personal idea of course as I told you is covered by the correspondence between us. Your position appears to be correct that long before you dealt with Mr. Stern you held an option on Cuyamaca which you paid for with \$5000 of your personal moneys, and that you could have asked either Mr. Stern or any other person any sum you saw fit for the transfer of the right to purchase. This is pre-supposing that you were dealing in the ordinary course of business and at arms length. In Mr. Stern's case, however, you seem to have made him a confidant of the entire situation and considered him more or less a partner. If this be true you bring yourself within all of the moral and legal obligations arising out of that confidential relation, the moral obligations of which are vastly more pressing and binding than the legal ones.

You will remember that when you requested my advice shortly after the execution of the contract of sale, I told you to explain the entire situation to Mr. Stern, which you stated afterwards you did. Mr. Stern should not forget, and no doubt will not forget, that by reason of the close relationship which you bore to Mr. Murray we would give you much better and easier terms not only as to the purchase price, but as to forbearance in the way of time than we would to any possible stranger. You might urge upon him also the fact that this note represents moneys advanced by Mr. Murray to you for the purpose of carrying your one-twelfth interest in the Water System, which I understand you are putting in the common pool at cost only. I do not believe you will find Mr. Stern unreasonable and I would take him into my fullest confidence. Meantime I would take the opinion of your personal counsel, Mr. Crouch, who could possibly give you a freer opinion than I. I believe you are meeting trouble before it comes.

#2.
Oct. 19, 1925.

I direct your attention to my letter dated the 15th enclosed with this. The changes you made in the original letter are not quite satisfactory.

With best personal regards, I remain,

Very truly yours,

(signed) W. S. K. Brown

WSKB.B

October 22, 1925.

Mr. W. S. K. Brown,
315 Montgomery Street,
San Francisco, California.

My dear Mr. Brown:

We are forming a syndicate to buy the La Mesa Irrigation District bonds. The legality of the bonds has been approved by O'Melveny of Los Angeles, and the bonds will be certified to by the State Bond Certification Commission of California as savings bank security.

As you know these bonds are exempt from all taxes. They bear six per cent interest and we are putting in a bid at ninety-five. I am taking \$150,000 worth of them myself.

Would the Murray Estate desire to take their pay in six percent bonds at ninety-five? If there is no higher bid? In other words, would you like to go in with us in the syndicate to buy the bonds at ninety-five. If not would you consider taking your pay in six percent bonds at par, guaranteed by us and we pay you the entire amount in five years, if you desire it, or pay you \$100,000 a year on principal.

Kindly let me know if you are interested either way, and at your earliest convenience.

Yours sincerely,

EF:KIM

Not reviewed after
dictation.

(copy)

October 27, 1925.

Mr. W. S. K. Brown,
315 Montgomery Street,
San Francisco, California.

My dear Mr. Brown:

Answering yours of October 19th, I thank you very much for the interest you have taken in this matter. I consider a moral obligation as strong as a legal one, and have again verbally and also in writing informed Mr. Stern re the \$85,000 note, and when the time comes for settlement of all our matters after the Cuyamaca System is sold, I propose to go into the whole matter fully so there can be no misunderstanding between us.

I am signing the inclosed letter as per your request. I thought I had made it stronger and it would be satisfactory to you.

With kindest regards,

Very sincerely yours,

EF:AH

W.S.K. BROWN
ATTORNEY AT LAW
315 MONTGOMERY STREET
SAN FRANCISCO

November 18 1925

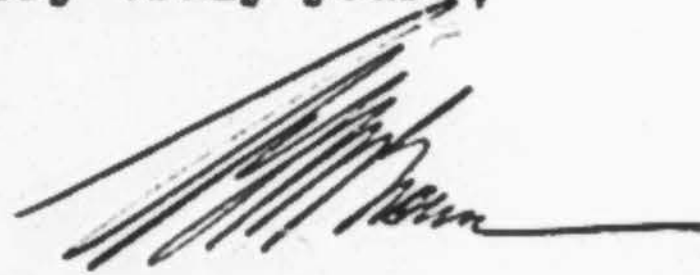
Ed Fletcher Esq.,
916 Eighth Street
San Diego, California

My dear Fletcher:

Enclosed find letter from the
Register of Land Office at Los Angeles,
dated November 14 1925, together with tissue
copy of a letter dated November 9 1925, ad-
dressed to J. A. Murray and Ed Fletcher from
Commissioner of the General Land Office at
Washington.

I am sending these along to
you for fear that you have not received a
duplicate. If you have please return
these originals to me.

Very truly yours,



WSKB.B.
Enc. 2

CLASS OF SERVICE DESIRED	
TELEGRAM	
DAY LETTER	
NIGHT MESSAGE	
NIGHT LETTER	<input checked="" type="checkbox"/>

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

WESTERN UNION TELEGRAM

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

Form 1206 A

NO.	CASH OR CHQ.
CHECK	
TIME FILED	

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

CONFIRMATION

December 4 1925

Mr. Ed Fletcher
916 - 8th Street
San Diego California.

YOUR WIRE DECEMBER THIRD IT WILL BE SATISFACTORY TO US TO
PERMIT THIS INTEREST PAYMENT TO BE CARRIED OVER UNTIL EARLY
NEXT YEAR SAY JANUARY THIRTIETH OR FEBRUARY FIFTEENTH AND
POSSIBLY THEREAFTER TO AWAIT YOUR FINAL SETTLEMENT
LETTER FOLLOWS

W. S. K. Brown

Collect.

W.S.K. BROWN
ATTORNEY AT LAW
315 MONTGOMERY STREET
SAN FRANCISCO

December 4 1925

Ed Fletcher Esq.,
916 Eighth Street
San Diego, California.

Dear Mr. Fletcher:

Just wired you as per enclosed confirmation.

Things having come to such a favorable conclusion I do not believe it necessary to encumber our transaction with any further notes. We can therefore permit this payment to go over until early next year, say January 30th, if that will give you ample time; if not we will extend it another month.

I presume you will be able to close the entire transaction sometime in January. You will remember you requested by telephone that you have until about January 30th to conclude the deal. I have therefore closed my books for this year on that transaction and have treated it as a transaction to be completed in January.

Having come to such a favorable conclusion I see no reason for drawing any notes. There might be a little interest due upon it, but we can adjust that.

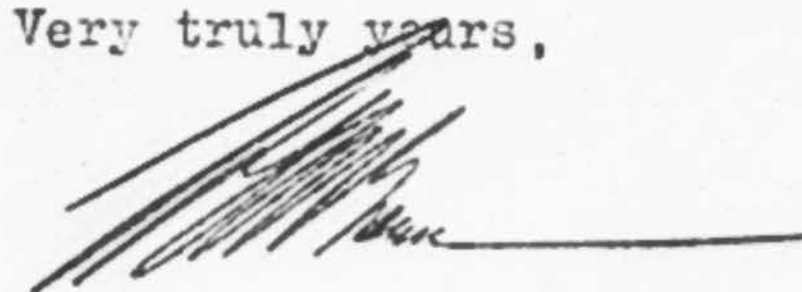
You will of course understand that by accepting these payments in this form after due dates Mrs. Murray does not waive the covenant of time as contained in the contract of sale. Of course there seems to be no chance for a slip-up here anywhere, but it is the duty of all of us to see that the terms of the original contract are preserved. Both Mrs. Murray and myself are of course delighted to exercise forbearance whenever possible.

Ed Fletcher Esq
12/4/25 - P.2.

Am I to understand that within the next sixty days, or thereabouts, you will be in a position to pay all cash? I do not know what Mrs. Murray's wishes are about taking a part in bonds, but a few days before you are ready to close let me know and I will obtain a firm answer for you. Please let me have your reply.

With best regards to yourself and Mr. Stern, I remain

Very truly yours,



WSKB.B.
Enc.

December 11, 1925.

Mr. W. S. K. Brown,
315 Montgomery St.,
San Francisco, Calif.

My dear Mr. Brown:

Just a word to inform you that the District sold \$100,000 of the bonds yesterday at 98.15, and have given the bond houses until the 21st of December to take the rest of them at 97.76. J. R. Mason Company came in with a clean bid, no strings to it - 95.05 for the whole two and a half million, and furnished a certified check for \$50,000. The District directors rejected this bid.

Thanks for your telegram of December 4th, also your letter. I will answer that a little later.

Really you make a mistake if you don't take two or three hundred thousand dollars worth of these bonds if we can deliver them to you. All the bonds in the Vista, San Dieguito, Santa Fe and La Mesa districts bear 6% interest. All of the bonds in this county are selling above par - San Dieguito and Santa Fe on a 5.40 basis - Vista on 5.75.

When the bond houses buy these bonds it costs them about 2 1/2% sale campaign, and they make 2 1/2%. I am in a position I believe to let you have these bonds at par. They are certified for savings banks, and any bank can lend 90% of the face value at any time. As you know, they are exempt from taxation.

Please let me know before the 20th how many of these bonds you will take at par, and I will try and save them for you.

The syndicate that is buying these bonds consist of Blythe Witter, Cyrus Pierce, London-Anglo-California Bank, and First Securities Company of Los Angeles.

W. S. K. BROWN
ATTORNEY AT LAW
315 MONTGOMERY STREET
SAN FRANCISCO

December 16 1925

Ed Fletcher Esq.,
916 Eighth Street
San Diego, California.

Dear Mr. Fletcher:

I have a letter from the Southern Title Guaranty Company reading as follows

At the time you wire us your definite instructions as to the demand for the delivery of deed of Mary H. Murray to Ed Fletcher, covering Cuyamaca property listed under the above order number, please give me the amount of revenue to be placed on said deed.

I cannot understand why they ask me for the amount of revenue, except for the purpose of charging our account with the revenue stamps. You will remember it was our distinct understanding that all sums under the contract were to be net to us without deduction for searching the title, certificate of title, recording, or anything else. The consideration of course is \$700,000 and the revenue stamps covering that consideration should be placed upon the deed. I would imagine the Title Company would know that without being advised. Be good enough to see them and make arrangements for the necessary stamps.

Very truly yours,

WSKB.B.

-2-

They will put them on the market on a 5.75 basis or 102 $\frac{1}{2}$. They would probably want an agreement from you not to sell them for six months or so in order not to come in competition with you.

With kind regards,

Very Sincerely yours,

EF:AH

December 18, 1925.

Mr. W. S. K. Brown,
315 Montgomery St.,
San Francisco, Calif.

My dear Mr. Brown:

Enclosed find tax bill from the La Mesa, Lemon Grove and Spring Valley Irrigation District covering South La Mesa Lot 2. They tell us that there are no delinquencies charged against this lot, but they have just failed to include it in the district assessments, and for that reason have billed Mrs. Murray since 1914. We took this matter up with our attorney and he informs us that the district is entitled to make a collection in addition to this year's assessment under Section 35 of the Irrigation District Act, however, that this section provides that we shall pay in addition to the assessment for the current year the amount which may have escaped payment for any assessment for any year. He advises that as this is in the singular that all that will be necessary is to send this year's assessment with one other year, and write them a letter explaining the law.

We find that you have already paid the City of La Mesa taxes.

Yours very truly,

ED FLETCHER COMPANY

KLM

December 21, 1925.

Mr. W. S. K. Brown,
315 Montgomery St.,
San Francisco, Calif.

My dear Mr. Brown:

Inclosed find the usual Christmas greeting from the Fletcher family - a San Diego product that I am sure you will enjoy.

I am informed today that the bond syndicate will buy the La Mesa District bond and will make payment today. This means the consummation of the sale of the Cuyamaca System to the District - a piece of happy news to the Fletcher family - for if anyone wants to get out of the water business for good and all, I do.

With kindest regards, and wishing you and yours many happy returns of the New Year,

Sincerely,

EF:AH

Ed Fletcher Papers

1870-1955

MSS.81

Box: 3 Folder: 3

General Correspondence - Brown, W.S.K - 1925



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