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...  
I am sending you a check for \$200.00 on account of the interest on the \$15,000 balance due as per our understanding.  
...  
May 10, 1938.

...  
On December 5th I received your letter of the 1st of December.

Mrs. William Thum,  
1507 East Mountain  
Pasadena, California.

ED BRENCHEN

My dear Mrs. Thum:

Enclosed find copy of letter I have received from Mr. Bennett of May 9th, and with surprise when I found, last fall, I could not pay the \$15,000 by September 1st owing to the impossibility of cleaning up the Mattoon Act matter in time or by getting the money by any other source you all gave me an extension of time until December 1st, providing I would pay the interest from September 1st.

I did everything possible to try and get an adjustment of A & I D 19 within the time limit, and failed. In November I told Mr. Bennett when I saw we were not going to be able to settle A & I D No. 19 nor could I get the money from any other outside source, that I would continue paying interest on the \$15,000, and it was certainly my understanding from Mr. Bennett that the matter would be allowed to ride for a while providing I kept up the interest. On November 10th I wrote Mr. Bennett as follows:

My dear Mr. Bennett:

Like a breath of cool air from the hot desert came a \$200 check, money I never expected to get. I am sending it to you to apply on the interest on the \$15,000 balance due as per our understanding.

Let me know what credits have come in on the other securities which you are holding, and if nothing has come in, I will send you a check for the balance to make up the interest.

I have negotiations on with two outfits and hope something will materialize in the near future. I am trying to clean up A & I D No. 4 first and we are near a deal where we are deeding the land and digging up part in cash, and hope some arrangement can be consummated soon.

On November 12th Mr. Bennett answered:

"Thank you very much for the check for \$200.00

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THEY ARE ALL THE CHECK FOR \$300.00

ON NOVEMBER 13TH MR. BENTLEY WROTE:

"The check for two hundred dollars has been credited to the interest due for the period from September 1 to December 1, 1937. Will you please send the balance of the interest for \$25.00 at your earliest convenience."

On December 6th Miss Margaret Thum wrote:

"The check for two hundred dollars has been credited to the interest due for the period from September 1 to December 1, 1937. Will you please send the balance of the interest for \$25.00 at your earliest convenience."

On December 9th I wrote:

"Answering yours of the 6th I am enclosing check for \$25.00 and believe I can keep up the interest until I have sold the property and paid you the \$15,000. Regarding A&ID No. 4 which runs east and west from Bostonia to El Cajon Avenue, I am trying to get rid of this blight. We have just paid a bonus of 25 acres of land adjoining the El Cajon Depot, and we have agreed to raise \$900.00 in cash to be paid to the bondholders, with the result that they are now negotiating with the balance of the landowners, and everything is going into escrow that the Bonds of A&ID No. 4 may be extinguished. I believe the deal will go thru. Will you please give us a statement of the securities that you are holding and which you will return to us when the \$15,000 and interest is paid. I need this information to check up on same, and want to know to what time they have paid and are any of them paying now. This refers to the additional security that you are holding in addition to the Fletcher Hills property."

"With kindest personal regards to the dear mother and to yourself from all the Fletcher family  
Sincerely yours,  
ED FLETCHER"

On December 20th you wrote as follows:

"Your check for twenty-five dollars has been received. Thank you. The securities we now hold that may be returned to you include a note from Miss Loch for \$4,570.95 on which she has not been able to pay the interest. Miss Helgeland still has \$132.90 to pay, and send ten dollars occasionally. Mr. Corkran has \$867.19 left to pay, and he pays ten dollars fairly regularly. I trust this is the information you want."

Believing everything was thoroly understood I want to work and deeded 25 acres of land worth about \$10,000, and gave my note for \$900 in addition, \$200 of which has been paid, in order to get rid of A & I D No. 4 which was a cloud on the F & W Thum Company property which you hold as security to the extent of \$50 per acre.

Mattoon Act A&ID No. 4, an assessment of \$50 per acre on this property under the mortgage, to build Postonia Boulevard, and A&ID No. 19, \$515 per acre on an average to build the balance of the paved roads, all of the above was approved in writing by the F & W Thum Company, who signed the necessary papers as mortgagee.

Since December 1st we have paid the interest on the \$15,000 to you to March 1st which you accepted without protest, and \$225.00 will be forthcoming June 1st at the next quarterly period. At no time has the F & W Thum Company, or Mr. Bennett, ever notified us verbally or in writing that the arrangement was not satisfactory and in accordance with my verbal understanding.

I want you to have a complete picture from the beginning of this entire transaction. It is a matter of official record and I can verify every statement I make in writing. Thirty odd years ago I called to the attention of Messrs. William, Ferdinand and Hugo Thum the possibility of developing a townsite on Fletcher Hills. I entered into a written agreement whereby I would buy the property at cost, turn my commission in to the F & W Thum Company, pay all my own expenses and get back one-half of the profit after the F & W Thum Company had received their money and interest. This was all agreed to and the plan was that we would develop the townsite together.

Several years later I sold 500 or 600 acres of this property for practically what the whole thing cost. I believe there was a difference of \$3,000 or \$4,000 figuring interest and expenses that had been paid. The plan still was to go ahead and develop a townsite on this property jointly. Then to the sorrow of all of us Mr. Hugo and Mr. Ferdinand Thum passed away. Mr. William Thum did not want to go ahead with the development of a townsite under all of the circumstances and I voluntarily released him. It was his suggestion originally that I buy the F & W Thum Company's interest, and I was foolish enough to take on the additional burden of this mortgage at a time when I owned outright a one-half interest in the property with the exception of \$3,000 or \$4,000 which was still coming to the Thum Company, and I put up not alone the F & W Thum Co. interest but my own interest as security for the loan.

The F & W Thum Company approved the plan of development of the property signed all the necessary papers and they have received all of their investment and the profit as well, to date. Where do I stand? I have never received a dollar of compensation for my time in handling and leasing the property for 30 odd years. In addition I was a partner of Mr. Frank Salmons at the time the deal was made and Mr. Salmons felt that

he had a half interest in the proposition, altho he was not mentioned in the agreement, so in order to satisfy him I had to pay him \$6,000 in cash and this was done. I paid for all the surveys and for the platting of the property. The cost was in excess of \$100 per acre. I paid for the advance engineering for the two Mattoon Acts and lost \$3800 by so doing. At one time I paid over \$11,000 for grading of roads and altogether nearly \$20,000 for road work alone. I have not checked up on the large amount of money that we must have paid for taxes as well.

To get rid of A&ID No. 4 it cost me at least \$10,900 and I still owe \$700.00. My bookkeeping, office expense and wear and tear on my automobile, to say nothing of my time the last 32 years has cost me thousands of dollars. With this world wide depression, which no one could foresee we find ourselves bankrupt and trying to save something out of the wreck. I have offered to settle with the bond people and give them 70 percent of the property to save the other 30 percent, primarily to protect you on your mortgage, and thru the courtesy of the La Mesa District who are more than friendly to me. They could have frozen us out at any time by taking a deed to the property and bringing suit to quiet title. Their proceedings are legal. You would then only have as your security my personal obligation and that of my wife, and we are completely bankrupt. I have no right to ask the children to pay my debts. They cannot even dig up enough money to pay the taxes on the property which Mrs. Fletcher and I gave them between 1915 and 1928 and over half of it is delinquent 5 years or more for taxes.

We are just living from day to day and I am making a little money from time to time to keep going, with a \$25,000 deficiency against me today. Any one can put me thru bankruptcy. What I am trying to do is to get this 30 percent of A&ID No. 19 free and clear of encumbrances to protect you so that you are positive of getting your \$15,000. And my hope is to keep up the interest until we can either get it out of the 30 percent we are trying to save or from some other source. With this 30 percent clear we have something on which to borrow \$15,000 to pay you and get your cash, for it comes first under my obligation and pledge.

Regarding that \$1500 note to Mr. William Thum on which there is \$700 or \$800 still due. He offered to lend me the money to put in an orange grove and start something going at Fletcher Hills. I put in 10 acres with that money, pipe lines and all, but the depression came and I could not even pay for the maintenance, everything a dead loss, and you know the rest. We turned over the Corkran trust deed to you as additional security to pay off the note and that has failed.

If I can only have your cooperation a little while longer, to solve these problems it will be greatly appreciated. If on the other hand you want me to turn over the property to you in Fletcher Hills, please say so,

and return me my note. I have only the kindest of feelings toward you all. I am suffering more than you realize but I am asking you to take this whole letter in the spirit in which it is written.

An early reply will be appreciated.

Yours sincerely,

EF M

(13)

... to see how you are getting on... I had hoped to hear from you before I left today...

May 19, 1938.  
Mrs. William Thum  
1307 East Mountain  
Pasadena, California.

My dear Mrs. Thum:  
I had hoped to hear from you before I left today for the East, all as per Miss Margaret Thum's letter received several days ago. Yesterday I was in Riverside and telephoned Mr. Bennett on my way home. He informed me that I had better see you personally. This I will do as soon as I return early in June. As I wrote, I was willing to turn Fletcher Hills property under the mortgage over to you and let you all handle it and make your own settlement with the district and the Municipal Bond Company, leaving it to you to save something out of the wreck for me if you could, the matter being wholly voluntary on your part. Mr. Bennett told me over the phone that you did not care to do this, so the only recourse is to continue and do the best that I can. Neither Mrs. Fletcher nor I have any assets of any kind or description that are not hypothecated to the banks to whom we owe \$400,000.

The children who have owned half of the Fletcher Company stock for over twenty years, and all of it for the last eight or ten years are in almost as bad shape, and cannot pay their taxes on the property that they have acquired from 1915 to 1930. We are trying to have 30 percent of Fletcher Hills and have it free and clear of encumbrances. I have worked my head off trying to borrow money from the banks of this city and from a number of private individuals to pay you off with the Fletcher Hills property as security, and absolutely failed. No one is lending a dollar on real estate. There is one good possibility of my getting \$5,000 if and when the Mattoon lot, A & I D No. 19 is cancelled. I have every reason to believe that this money can be paid you, and ask you to accept back a \$10,000 mortgage on the balance of the Fletcher Hills property in A & I D No. 19, with taxes all paid, and free and clear of encumbrances, the 30 percent that is included in our proposed settlement, you cancelling the old note and returning the old securities.

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I have no objections to your holding the old securities but it cost so much to get out a new policy of title insurance and the delinquent taxes are so great on the others that I do not want to go to that expense, only as a when any of them are sold or any money comes in it will be applied on the \$10,000 note until paid. In the meantime we will continue paying the interest on the \$15,000. I can do that much, and if you will write me here I have made arrangements with the office to send you a check for \$225.00 paying three months interest to June 1st on the \$15,000 obligation, the balance due under our original agreement.

Mr. Bennett spoke about the 20th of August as the dead line on payment of taxes on the ten year plan. The tax deed to the state for state and county taxes is wholly invalid, and Assembly Bill No. 5 passed at the special session of the legislature protects us there and from losing our Fletcher Hills property while the Irrigation District Directors are more than friendly and I have an understanding with them, so far as Fletcher Hills property is concerned, and it makes no difference whether the moratorium runs out on August 20th. I will be glad to go into this matter and satisfy Mr. Bennett at any time, that we are not losing any rights there, but a settlement should be made, and I believe will be made in June cleaning up the entire A & I D No. 19. It is the Municipal Bond Company and the Farmers and Merchants Bank that have to agree, and our hands are tied until they do come to an agreement with the district and with us.

The 30 percent of the property that we will have free and clear of encumbrances in A & I D No. 19 as your security, should have a release clause so that the first monies that we get in from any sale of Fletcher Hills property will come to you, less commissions.

I have one or two negotiations on and I do hope that you will let this \$10,000 ride until something can be sold or I can get some money from some other source. You will be getting \$5,000 cash now, just as soon as we can clear the title to A & I D No. 19. Other parties are paying my expenses East on the timber matter that I have been working on for years, and if I can put over the timber deal I can and will pay you the \$15,000 in cash just as soon as the deal is consummated but if I am fortunate in closing the deal now it will take several months to clear the title and get the deal out of escrow.

The only thing I have to show for the 32 years work in handling this property and the money I have put into it is what is left of Fletcher Hills that I am getting after paying you \$15,000. My work is still ahead of me. It is all a gamble, but my first thought and desire is to see you are paid first. You will have received your money back and interest on the original investment and a fairly good profit,

while I have been carrying the load all these years. I am sorry that things have taken such a turn as they have but do not feel I am any more responsible than hundreds of thousands of others who are in the same mess and it is thru no fault of my own that this great depression has come upon us.

If this suggested plan is agreeable would you kindly write me a letter to that effect and I will take up again the negotiations of bringing the district, the county and the bond company together in a compromised settlement of A & I D No. 19 and to a successful conclusion. Until I hear from you I can do nothing.

I will be back in San Diego the 3d or 4th of June.

Yours sincerely,

(Signed) Ed Fletcher

EF M

June 17, 1938

Mrs. William Thum  
1507 E. Mountain Street  
Pasadena, California

My dear Mrs. Thum:

The enclosed for your information. I do not want you to feel hard toward me. For thirty-two years I have been working on this proposition, have invested a large amount of money, the depression has wiped me out, the Banks have everything that Mrs. Fletcher and I have as security, and we have to make what we can out of the property under the mortgage.

I am moving heaven and earth in your behalf as well as mine, our interests are mutual, and I see more hope today than ever before for both of us. You can rest assured I will go the limit in this matter.

Virginia is being married this month and I hardly know which way to handle the financial end of it, but with 10 children on their own now, at least it is a relief, although it is going to leave an empty home.

With kindest personal regards,

Sincerely yours,

*E. J.*

EJm  
Encl.

cc-Mr. Jas. Bennett

November 5, 1938

Mr. William Thum  
105 Columbia Street  
Pasadena, California

My dear Will:

I have tried to reach you by phone and failed - I wanted to make a date with you to discuss this tragic matter. I am enclosing copies of letters to Mr. Moerdyke as well as copy of letter I have written your mother for your information.

When can I personally see you alone in a friendly way to discuss this matter - hoping that you and I can find some solution that is honorable and fair to all parties and interests? Not a harsh word will be said, and I hope you will take this letter in the spirit in which it is written.

You know of the close relationship and friendship between the Thum brothers, particularly your father. I want to show you your own father's letters, what was in his mind and the reasons that he went into the proposition at all. I am not trying to dodge the issue. If I could pay in full I would, but I have lost my entire fortune, the Banks have all of the securities of Mrs. Fletcher and myself, and I urge you as a personal favor to go and see Mr. Walter Whitcomb, Vice-President of the First National Bank of San Diego. He recently offered to recommend to the Board of Directors a 50¢ on the dollar settlement - we owe them about \$120,000. I wish you would also go to the Bank of America and see Mr. Cotant, President. He will tell you what our situation is.

You are throwing away good money after bad in bringing this suit. If it is revenge, and I cannot believe it is, you certainly are winning out, and a way must be found for us to work it out together for by continuing this suit, you are just adding expense and increasing my expense. We can never get anywhere by litigation and if brought, I will have to fight to the last inch. The Banks would have brought suit if there had been any chance of collecting, but we have not the money, we are willing to throw our books open for a check on everything, but your attorney refuses to take any such action, although we can certainly satisfy him in every way.

Please let me talk this matter over with you at anytime next week that suits your convenience.

With kind personal regards,

Sincerely yours,

cc-Mrs. Wm. Thum  
cc-Jas. S. Bennett  
cc-Moerdyke

*EJm*

November 4, 1938

Mrs. William Thum,  
1507 East Mountain,  
Pasadena, California.

My dear Mrs. Thum:

I made the statement in Mr. Moerdyke's office yesterday that I had given the best that is in me to cooperate in every way with the F. & W. Thum Company, and your answer was that I had been very well paid for it. My answer was that I had lived up to every obligation - that I had only received that to which I was justly entitled. You immediately answered I am not so sure of it. That statement was unfair and a challenge. I told you I would immediately write you a letter telling you the history of our entire financial matters, and I am making it my job to prove to you that you are entirely mistaken.

7th & Broadway

Frank Salmons and I sold the F. & W. Thum Company a lot facing on Broadway for \$30,000. The three fifty foot lots that we owned cost us \$100,000. We made no profit on that lot. The adjoining lot I bought for the F. & W. Thum Company for \$30,000, as I remember it and received the usual commission, nothing more, directly or indirectly.

I superintended the building, representing the F. & W. Thum Company without charge, and according to my recollection, you sold the property at something like \$150,000 profit. I received \$2500 in the sale of the property as I recall it, and I earned every dollar that I got.

Other property on Fifth Street, between A & B I did not sell to them, neither did I sell for them and had nothing to do with it but I understand they made a profit.

5th & K Streets - Warehouse

Mr. Ferdinand and Mr. William Thum told me they had decided to build a fireproof warehouse either in

Mrs. William Thum  
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Nov. 4, 1938

Los Angeles or San Diego, and would I look up different locations with railroad switches available, etc. I showed them 8 or 10 sites and they decided to build at 5th & K. I received a 5 per cent commission on the purchase of the property. My recollection is the purchase price was \$16,000. This is the only compensation I ever had excepting the usual commission for collecting the rents. They made their own plans for the building, made their own lease, altho I helped them, and they let the contract for the building.

LAKESIDE PROPERTIES

I did not sell Hugo Thum or Ferdinand Thum any of these properties. Neither did I ever directly or indirectly make any commission in relation thereto. That was an entirely separate matter of the F. & W. Thum Company. All I did was at the request of Mr. William Thum, without compensation, arrange the details pertaining to the voluntary gift of the F. & W. Thum Company to the Lakeside Irrigation District and the city of certain water rights, and with the county, as I remember it, to give the lands to the county for a county park. Neither directly nor indirectly did I profit by it and went to considerable time and a little expense to carry out the wishes of the Thum Company.

MCKNIGHT PROPERTY - Carlsbad

This property was sold to the F. & W. Thum Company by another party. I had nothing to do with the sale to the Thum Company, directly or indirectly, or any compensation in relation thereto. The 500 or 600 acres, as I remember it, cost \$30.00 an acre. It was sold by me for the F. & W. Thum Company after they had held it for a short time for \$200.00 an acre to the South Coast Land Company and received the usual commission - nothing more.

EL MONTE OAKS

Mr. Thum, Mr. Marston and three or four of us felt this 80 acres of trees should be preserved as a public park. I secured the option, without profit to myself in any way. Five or six of us went on the note. The property was purchased and eventually I got the Board of Supervisors to give

Mrs. William Thum  
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Nov. 4, 1938

us our money back and interest. No one lost a dollar and I did practically all the work without any compensation.

KELLY RANCH, adjoining Pine Hills

I told Mr. William Thum, and Ferdinand Thum one day that there were plans on to put in a sawmill there and cut off that beautiful timber. Mr. William Thum was particularly interested and told me that the oak and pine trees should not be cut but the trees should be preserved forever as we had too few of them in San Diego County. The Thum Company agreed to assist in preserving them. I, at my own expense, took an option on the Kelly Ranch at a low figure, and the entire transaction was put thru. James a Murray put up \$10,000, C. A. Canfield \$10,000 and the F. & W. Thum Company \$9850.00. I bought for less than the expected price, as I recall it. The escrow is down at the Union Title Company and open for your inspection at any time.

The division of the property was agreed to, each given his part, after a reservation had been put in the deed that no timber was to be cut excepting with the consent of the United States Forest Service in writing, except for roads and homes. Our object was attained. I asked no compensation for my service in this matter. The F. & W. Thum Company got 1200 acres of land at a cost of approximately \$8.00 per acre, beautiful property, well timbered, with meadows and springs. They were satisfied with the deal. I wrote them on June 30, 1910 as follows:

Messrs. F. & W. Thum Company  
Pasadena, California

Gentlemen:

Enclosed herewith find properly signed agreement by both myself and the Union Title & Trust Company, together with receipt from the Union Title & Trust Company for your check of \$9, 50.00. They will bring the certificate down in your name to the 1200 acres for a sum not to exceed \$10,000 so I ordered them to do it, feeling sure it would be satisfactory to you.

Yours very truly,  
ED FLETCHER"

Mrs. William Thum  
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And on July 18, 1910 I wrote Mr. Ferdinand Thum as follows:

Mr. Ferdinand Thum  
Pasadena, Calif.

Friend Thum:-

Yours of July 15th at hand with check for commission. There had been no worry or inconvenience to me. The matter was entirely in your hands and if you had not seen fit to pay me anything I would have felt repaid for my work in the fact that you are willing to allow me to work for you along lines where both of us can do some good; for even if the dear public does not appreciate it, there is a satisfaction to us whether any money is made or not.

Yours very truly  
ED FLETCHER

I don't know how much Mr. Thum sent me, as I have not checked my books.

Within a year the F. & W. Thum Company was offered \$15.00 per acre by C. A. Canfield, the adjoining owner, thru me, and the offer was refused. You own the property today. If you care to go into the matter and look up the Union Trust Company files I will be glad to furnish you full particulars.

ROSEVILLE PROPERTY

I did not sell this property to the F. & W. Thum Company but it was sold them by a man named Roberts. I made no commission on it and it was procured particularly for the benefit of Mr. Ferdinand and Mr. Hugo Thum. I do not know whether the F. & W. Thum Company still owns it, but it is an ideal piece of property and the city is spending several hundred thousand dollars in building a yacht harbor close by. It is one of the most valuable pieces of bay frontage for recreation purposes that I know of.



Mrs. William Thum  
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The above are the only financial transactions I have ever had with the F. & W. Thum Company, excepting the Fletcher Hills proposition. The F. & W. Thum Company went into it for pleasure. They agreed to finance the improvements but at the request of Mr. William Thum we voluntarily released them and you have your money back and interest, with many thousand dollars profit as well, while I am being forced into bankruptcy at the most critical time in my life by the F. & W. Thum Company, owing to my early association with two of the best men I ever knew, Mr. William and Mr. Ferdinand Thum. I named one of my sons Ferdinand Thum Fletcher after Mr. Ferdinand.

Of all people on earth that would put me in this position the F. & W. Thum Company is the last one I would have ever expected to do it. I stand to lose already over \$100,000, have offered you the property back, which you have refused, and in all my years of working with the F. & W. Thum Company I have never received as compensation on all of the deals I have ever had with them over \$15,000 to \$20,000, the usual compensation for service rendered.

I appreciate the happy days and friendship of the three Thum brothers. They were an inspiration to me, and I am sure they would never have taken the action that you have. I again say you have nothing to gain and everything to lose by forcing this foreclosure suit. It is absolutely untrue your statement yesterday that I had not made any attempt and did not want to settle and pay you the last \$15,000. I did everything on earth that I could. You have my wife's word for it as well as mine. I again ask your cooperation in trying to solve this problem and pledge my word to do the best that is humanly possible to satisfy you.

Yours sincerely,

EF M

semi-copy

November 4, 1938.

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1507 East Mountain  
Pasadena, California.

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Pasadena, California

Gentlemen:

Enclosed herewith find properly signed agreement by both myself and the Union Title & Trust Company, together with receipt from the Union Title & Trust Company for your check of \$9,850.00. They will bring the certificate down in your name to the 1200 acres for a sum not to exceed \$10.00, so I ordered them to do it, feeling sure it would be satisfactory to you.

Yours very truly,  
ED FLETCHER

And on July 18, 1910 I wrote Mr. Ferdinand Thum as follows:

Mr. Ferdinand Thum  
Pasadena, Calif.

Friend Thum:-

Yours of July 15th at hand with check for commission. There had been no worry or inconvenience to me. The matter was entirely in your hands and if you had not seen fit to pay me anything I would have felt repaid for my work in the fact that you are willing to allow me to work for you along lines where both of us can do some good; for even if the dear public does not appreciate it, there is a satisfaction to us whether any money is made or not.

Yours very truly  
ED FLETCHER

Mrs. William Thum  
Page 4  
Nov. 4, 1938.

I don't know how much Mr. Thum sent me, as I have not checked my books.

Within a year the F. & W. Thum Company was offered \$15.00 per acre by C. A. Canfield, the adjoining owner, thru me, and the offer was refused. You own the property today. If you care to go into the matter and look up the Union Trust Company files I will be glad to furnish you full particulars.

#### ROSEVILLE PROPERTY

I did not sell this property to the F. & W. Thum Co. but it was sold them by a man named Roberts. I made no commission on it and it was procured particularly for the benefit of Mr. Ferdinand and Mr. Hugo Thum. I do not know whether the F. & W. Thum Company still owns it, but it is an ideal piece of property and the city is spending several hundred thousand dollars in building a yacht harbor close by. It is one of the most valuable pieces of bay frontage for recreation purposes that I know of.

The above are the only financial transactions I have ever had with the F & W Thum Company, excepting the Fletcher Hills matter where I have worked 32 years without being paid a cent on the proposition. The F & W Thum Company went into it for pleasure. They agreed to finance the improvements but at the request of Mr. William Thum we voluntarily released them and you have your money back and interest, with many thousand dollars profit as well, while I am being forced into bankruptcy at the most critical time in my life by the F & W. Thum Company, owing to my early association with two of the best men I ever knew, Mr. William and Mr. Ferdinand Thum. I named one of my sons Ferdinand Thum Fletcher after Mr. Ferdinand.

Of all people on earth that would put me in this position the F & W Thum Company is the last one I would have ever expected to do it. I stand to lose already over \$100,000, have offered you the property back, which you have refused, and in all my years of working with the F & W Thum Company I have never received as compensation on all of the deals I have ever had with them over \$15,000 to \$20,000, the usual compensation for service rendered.

I appreciate the happy days and friendship of the three Thum brothers. They were an inspiration to me, and I am sure they would never have taken the action that you have. I again say you have nothing to gain and everything to lose by forcing this foreclosure suit. It is absolutely untrue your statement yesterday that I had not made any attempt and did not want to settle and pay you the last \$15,000.

Mrs. William Thum  
Page 5  
Nov. 4, 1938

I did everything on earth that I could. You have my wife's word for it as well as mine. I again ask your cooperation in trying to solve this problem and pledge my word to do the best that is humanly possible to satisfy you.

Yours sincerely,

EF M

April 5, 1939

Mrs. William Thum  
1507 E. Mountain Street  
Pasadena, California

My dear Mrs. Thum:

Enclosed find copy of letter to Mr. Harold  
Reed of the Municipal Bond Company in answer to his letter  
of March 31st.

Sincerely yours,

EF/jv  
Encl.

November 25, 1939

Mrs. William Thum  
1507 East Mountain Ave  
Pasadena, California.

My dear Mrs. Thum:

I telephoned Mr. Moerdyke today, and he informs me that you did not receive the last letter from the children so I am enclosing a copy.

The case comes up for trial on Tuesday next. Could you let the trial go over for a month, in which case we will make no further opposition to the case going to trial.

In the meantime, if you would accept the children's offer, we can pay \$5,000 now when the papers are drawn up, and I am sure we can somewhere get another \$5,000 during next month, December, and at least \$5,000 every six months thereafter until the \$35,000 is paid, with interest. I beg of you to give us one more opportunity rather than go to the expense of trial.

I have one slender chance of borrowing the entire amount from H. H. Timken of Canton, Ohio. I have honestly done everything I could to raise this money, and failed. Can you not, after talking to your children, telephone Mr. Moerdyke to draw up the contract as per the Fletcher children's offer, with \$5,000 to be paid immediately and \$5,000 before January 1st next.

Yours sincerely,

EF M

December 13, 1939

Mrs. William Thum  
1507 East Mountain Ave  
Pasadena, California.

My dear Mrs. Thum:

All of the children are working with me in attempting to raise \$35,000 before next Monday. As you know the banks took everything a few weeks ago from us but gave us our notes without a deficiency judgment.

All we can do is to borrow the money from many sources. The children have raised \$10,000 today, and \$15,000 more arrives from my cousin this afternoon or tomorrow. I received a telegram from him yesterday reading as follows:

"Air mailing certified check this morning  
Ed Prouty"

We are moving heaven and earth to borrow the other \$10,000 this week from friends locally and satisfy you in relation to the obligation. If we cannot raise the last \$10,000 we would like to pay the \$25,000 now and let the judgment be entered without going to trial, as asked for in your complaint, and give us a little time to raise the other \$10,000 in full settlement of the stipulated judgment which you asked for.

Yours sincerely,

EF M

Charge to the account of **ED FLETCHER CO.**

\$

CLASS OF SERVICE DESIRED	
DOMESTIC	CABLE
TELEGRAM	ORDINARY
DAY LETTER	URGENT RATE
SERIAL	DEFERRED
NIGHT LETTER	NIGHT LETTER
SPECIAL SERVICE	SHIP RADIOGRAM

Patrons should check class of service desired, otherwise the message will be transmitted as a telegram or ordinary radiogram.

# WESTERN UNION

1206-B

CHECK
ACCOUNTING INFORMATION
TIME FILED

**R. B. WHITE**  
PRESIDENT

**NEWCOMB CARLTON**  
CHAIRMAN OF THE BOARD

**J. G. WILLEVER**  
FIRST VICE-PRESIDENT

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

**December 16, 1939**

**Mrs. William Thum,  
1507 East Mountain Ave  
Pasadena, California**

**Extremely disappointed our boys did not secure definite settlement yesterday We have to borrow every dollar of the thirty five thousand the money coming from five different sources It was loaned for this purpose only and must be returned immediately unless settlement is made Have exhausted our credit and borrowing capacity Hope for old times sake you will reconsider Kindly wire answer today my expense**

**ED FLETCHER**

**Ed Fletcher Papers**

**1870-1955**

**MSS.81**

**Box: 30 Folder: 3**

**General Correspondence - Thum,  
Mrs. William and William, Jr.**



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