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COPY

ERIKSSON & HALL
Attorneys at Law
Suite 11, American Nat'l Bank Bldg.
San Bernardino, Calif.
Tel. 421-02

January 23, 1936

Mr. Frank Lynch,
1935 K Street,
San Diego, California.

Dear Sir:

On the 11th day of October, 1935 Mr. E.L. White went to the home of Mr. A. G. Rose of this city and during the absence of Mr. Rose, induced Mrs. Rose to execute to you an assignment and transfer of all right, title and interest of her claim against the San Bernardino County Savings Bank, now in liquidation.

Mr. Rose has been trying to have this transfer set aside and cancelled and has had several conferences but so far without success.

The whole affair has made Mrs. Rose very ill and she is still ill. They both now demand that you return and cancel this transfer and assignment and inform or instruct Mr. O'Brien as Receiver of the Bank to surrender said assignment to Mr. Rose.

Please take care of this at once, otherwise he will be compelled to file suit in the matter which is expensive to both of you.

Yours very truly,

E. John Eriksson

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December 14, 1937.

Mr. E. John Eriksson,
Suite 11, American National Bank Bldg
San Bernardino, California

My dear Mr. Eriksson:

Confirming telephone I secured for Mr. C. F. Pitts the financing by Mr. Frank Lynch of San Diego in the matter of purchase of certain claims against the San Bernardino County Savings Bank. Mr. Lynch paid the cash to Mr. Pitts to purchase the claim of Mr. and Mrs. A. G. Ross, Mrs. Ross having signed but Mr. Ross did not.

Mr. Lynch finds himself in this position, of having put up the money but never having received the assignment and transfer of said claim against the San Bernardino County Savings Bank.

Mr. Ray F. O'Brien, Special Deputy of the Superintendent of Banks, in charge of the liquidation of San Bernardino County Savings Bank writes as follows:

With reference to claim No. 825 assigned to C. F. Pitts by Mrs. Ross, please be advised that in company with Mr. Ross C. F. Pitts called at this office on April 4, 1936 and by some settlement of some kind between the two parties Mr. Pitts held Mr. Pitts' signature here for any claim against the account and for your information will say at no time was the claim mentioned charged on our records.

What Mr. Lynch wants to know is who got the money. Did Mrs. Ross return the money that was paid for the claim or not, and if not why has the claim not been properly assigned to Mr. Lynch's account. In other words what was the settlement and what passed between Mr. and Mrs. Ross and Mr. Pitts that caused Mr. Pitts to release any claim against the account.

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I will be more than grateful if you will get this information for me as in a way I am under a cloud. I never had any

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SHIRAZ & SONS
ATTORNEYS AT LAW
Suite 11, American Bank Bldg.
San Francisco, Calif.
Tel. 331-01

January 28, 1938

Frank Lynch,
1205 I Street,
San Francisco, Calif.

Dear Sir:

On the fifth day of October, 1937, Mr. J. W. White
went to the home of Mr. J. D. Rose of this city and during
the absence of Mr. Rose, induced Mrs. Rose to execute to
you an assignment and transfer of all right, title and
interest of her claim against the San Francisco County
Assessors, now in litigation.

Mr. Rose has been trying to have this transfer
set aside and cancelled and has had several conferences
but without success.

The whole thing has been very ill-
and the fact still is that you have
and cancelled the transfer and assignment and inform you
that if you desire to receive the bank to surrender
said assignment to Mr. Rose.

Please note that this is a legal assignment and
not a mere assignment of the right to sue.

Yours very truly,

J. John Shiraz



LAW OFFICES OF
E. JOHN ERIKSSON HOMER M. BAIL
SUITE 11 AMERICAN NATIONAL BANK BLDG.
COURT AND E STREET
SAN BERNARDINO, CALIFORNIA
TELEPHONE 421-02

December 18, 1937

Mr. Ed Fletcher
1020 Ninth Street
San Diego, California

Dear Sir:

I acknowledge receipt of your favor of the 14th inst. relative to the Pitts matter.

I have a notation on a piece of paper in connection therewith, which is as follows:

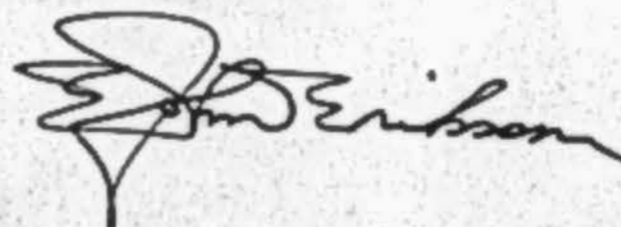
" Assignment surrendered to Mr. & Mrs. Rose. Rose paid \$50.00 to Pitts to cover his expenses"

The Roses received nothing from Pitts for the attempted assignment by Mrs. Rose but as I remember the transaction a check for \$611.00 was given to Mrs. Rose but which was returned without being cashed.

In other words, Mr. Rose is out \$50.00 on the deal, and in addition thereto some attorney's fee, on account of the acts of Mr. Pitts.

If Mr. Lynch paid Mr. Pitts any money on this transaction it is very unfortunate, but he may be able to obtain a return of the money he parted with through the estate of Pitts. If Mr. Lynch advanced the sum of \$611.00 to Pitts to purchase the account in the closed bank, which sum was never used for that purposes and never returned to Mr. Lynch, the latter of course will have a claim against the estate of Pitts.

Yours very truly



E/

Ed Fletcher Papers

1870-1955

MSS.81

Box: 7 Folder: 8

General Correspondence - Erickson, E. John



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