

JAMES G. PFANSTIEL
CHARLES FOX, JR.

LAW OFFICES
PFANSTIEL AND FOX
UNITED STATES NATIONAL BANK BUILDING
SAN DIEGO, CALIFORNIA

November 9, 1938

Senator Ed Fletcher
1018 9th Avenue
San Diego, Calif.

Dear Senator Fletcher:

We represent the Industries Supply Co. who have submitted to us the matter of their account with you, concerning supplies which were furnished to Mr. H. Jewett.

We have gone over the matter with Mr. Rayburn, and have advised him that, in our opinion, his company has presented a valid claim to you. It would appear, therefor, that unless you wish to change your position in the matter, the only course is for the action to be determined in Court, since the Industries Supply Co. believe they are fully justified in the claim they are making.

Very truly yours,

Charles Fox Jr

CHARLES FOX, JR.

CF:MG

Nov 16 7 (Lester)

November 17, 1938

Pfanstiel & Fox
U.S. National Bank Bldg.,
San Diego, California

Re: - INDUSTRIES SUPPLY COMPANY CLAIM

Gentlemen:

Answering yours of the 9th, will say there seems to be some mistake, but we have not been able to convince the Industries Supply Company to date.

At no time have we ever agreed to pay or intend to pay any of Mr. Jewett's bills for material purchased by him that went into other jobs. If the Industries Supply Company will select a man and check up on the material that went into our job, if any mistake has been made, we will pay for any material and apologise as well. I have a letter dated November 14th from Mr. H.J. Jewett of Solana Beach reading as follows:

"I have approved the bills that went into Seaside Camp totaling \$682.80, and in accordance with our check, there is a balance of \$159.95 to pay in full. This I understand you have paid or sent a check for. The other materials charged to me by the Industries Supply Company went to other jobs and you have no interest therein."

For your information, it is my understanding that the Industries Supply Company are trying to collect from me, not alone to pay for the material that went into our job, but for an old debt of Mr. Jewett's as well and in which we have no interest, neither is there any moral or legal obligation on our part to pay.

My suggestion is that you check into this matter, send a man up to Solana Beach and with Mr. Jewett get a list of the materials used. Mr. Jewett says he is going to pay your client all he owes in time, but I cannot imagine that there is any intention on the part of the Industries Supply Company to have us pay for any material excepting that which went into our own job.

Sincerely yours,
GROSSMONT PARK COMPANY

EF/jv

JAMES G. PFANSTIEL
CHARLES FOX, JR.

LAW OFFICES
PFANSTIEL AND FOX
UNITED STATES NATIONAL BANK BUILDING
SAN DIEGO, CALIFORNIA

December 12, 1938

Senator Ed Fletcher
1018 9th Avenue
San Diego, California

Re: Industries Supply Co.

Dear Senator Fletcher:

In connection with your account with the Industries Supply Co., and your letter to us of November 17, 1938, we wish to state that we have, at your suggestion, again checked into the matter and find that our original position was correct.

By a letter of June 22, 1938, you state, "Confirming telephone conversation, enclosed find check for \$100.00 re: list of materials as priced by your C.J.H. on the 21st of June to H. Jewett--amount \$386.34. We will pay the \$286.34 as soon as we can get the money from Mr. Lynch of the Benson Lumber Company, when the houses are completed, but in any case no later than August 1, 1938".

Pursuant to this communication from you, certain materials were delivered to Mr. Jewett, and in reliance upon your letter. In other words, the Industries Supply Co. furnished the list of materials which they were asked to furnish by you, and they are looking to you for payment pursuant to your agreement. If Mr. Jewett obtained materials for himself under your agreement to pay the Industries Supply Co. for such materials, it is regrettable but can not affect your liability to the Industries Supply Co. The materials were delivered on your order, and the Industries Supply Co. had no way of knowing where they would be installed. They did know, however, that they furnished the exact materials that you had agreed to pay for.

Senator Ed Fletcher

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12/12/38

We trust that the above explains our position, and that you understand that the Industries Supply Co. is not to blame if the fact is that materials you purchased were not used on your job.

As we indicated previously, if there is no hope of adjusting this matter, we will file an action and have the matter thrashed out.

We would also be willing to submit the matter for arbitration by any disinterested party to be agreed on between us. Please advise us of your decision at your earliest convenience.

Very truly yours,

PFANSTIEL & FOX

BY *Charles Fox Jr.*
CHARLES FOX, JR.

CF:MG

December 15, 1938

Pfanstiel & Fox
U. S. National Bank Bldg.
San Diego, California

Attention Mr. Charles Fox, Jr.

Gentlemen:

Answering yours of the 2nd will say that there was never any intention of paying any of Mr. Jewett's old bills. The whole matter under discussion was that the Industrial Supply Company refused to extend any credit to Mr. Jewett unless we paid the bill for the materials which we did and that was the obly object in mind. The way you figure it out you are looking to us for money to pay some of Jewett's old bills acquired before we ever commenced any construction at Sea Side Camp.

We again offer to check up with your representative and pay in full if we have not already paid in full for every item that went into the Sea Side Camp.

At no time did we have any intention of paying any bills of Mr. Jewett for material that went into any other business nor any bills that he owed at the time. If the Industrial Supply Company wish to check up we will be glad to go over the entire matter with their representative any any time and pay anything else that may be due.

You have overlooked the fact that at the time we were discussing the matter over the phone there was an old bill of Jewett which you have included which was no obligation of ours.

Very sincerely yours,

EF:AKS

10/12/38
\$ 139.95

JAMES G. PFANSTIEL
CHARLES FOX, JR.

LAW OFFICES
PFANSTIEL AND FOX
UNITED STATES NATIONAL BANK BUILDING
SAN DIEGO, CALIFORNIA

May 9, 1939

Grossmont Park Company
Ed Fletcher Company
Ed Fletcher, Agent
Ed Fletcher
San Diego, California

Gentlemen:

This will acknowledge the receipt of your check for the sum of One Hundred Thirty-nine and 95/100 Dollars (\$139.95), dated October 21, 1938, together with your check in the sum of One Hundred Ten Dollars (\$110.00), which checks are hereby accepted by us in full payment of your account with the Industries Supply Company. This will also acknowledge satisfaction in full of the particular obligation wherein and whereby you agreed to pay to us the sum of Three Hundred Eighty-six and 34/100 (\$386.34) on or before August 1, 1938. This receipt to be effective on collection of both checks.

Very truly yours,

PFANSTIEL & FOX

BY Charles Fox Jr

Attorneys for Industries
Supply Company

CF:MG

Ed Fletcher Papers

1870-1955

MSS.81

Box: 8 Folder: 25

General Correspondence - Fox, Charles, Jr.



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