

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

"C. F. PITTS AND HEIRS, OCTOBER 1, 1935 - JANUARY 31, 1938"

BERRY, JOSEPH H. AND ADELLA M.:

Fletcher to Berry, December 30, 1937

Berry to Fletcher, January 4, 1938

Fletcher to Berry, January 18, 1938

EVANS, BERNARD G.:

Evans to Pitts, ^{one} ~~two~~ checks from ~~Berry to~~ E. L. White ^{& receipt}
Dated October 11, 1935

Evans to Pitts, October 21, 1935

Evans to Pitts, October 23, 1935

CLAIM OF FERNANDO RASTLER \$1,559.89, November 14, 1935

O'BRIEN, RAY F.:

O'Brien to Pitts, November 15, 1935

O'Brien to Pitts, November 26, 1935

O'Brien to Pitts, November 27, 1935

O'Brien to McKeehan Allen Company, December 3, 1935

O'Brien to Pitts, December 11, 1935

O'Brien to Thomason, December 11, 1935

O'Brien to Crowell, Weedom and Co., December 20, 1935

O'Brien to Crowell, Weedom and Co., December 23, 1935

O'Brien to Crowell, Weedom and Co., December 28, 1935

O'Brien to Crowell, Weedom and Co., January 16, 1936

O'Brien to Crowell, Weedom and Co., January 21, 1936

O'Brien to Crowell, Weedom and Co., January 22, 1936

O'Brien to Crowell, Weedom and Co., February 14, 1936

O'Brien to Lynch, February 14, 1936

Mckee to O'Brien, November 19, 1936

O'Brien to McKee, November 21, 1936

Fletcher to O'Brien, December 18, 1937

O'Brien to Fletcher, December 27, 1937

Fletcher to O'Brien, December 28, 1937

ERIKSSON, E. JOHN:

Erickson to Lynch, January 23, 1936

Fletcher to Erickson, December 14, 1937

Erickson to Fletcher, December 18, 1937

LYNCH, FRANK:

Fletcher to Lynch, October 11, 1935

Lynch to Pitts, December 16, 1935

Lynch to Pitts, February 21, 1936

Lynch to O'Brien, February 19, 1936

Fletcher to Lynch, December 28, 1937

MCKEE, DEMPSTER:

Fletcher to McKee, February 3, 1938

Fletcher to McKee, January 21, 1938

RICHARDSON, FRIEND:

Fletcher to Richardson, January 19, 1938

Fletcher to Richardson, January 21, 1938

Richardson to Fletcher, February 24, 1938
WHITE, E. L.:
Fletcher to White, December 14, 1937
White to Fletcher, December 16, 1937
White to Fletcher, December 28, 1937
WILSON, M. N.:
Wilson to Lynch, December 20, 1937
Fletcher to Wilson, December 24, 1937
Wilson to Fletcher, December 27, 1937

July 24, 1918

Mr. Friend Wm. Richardson,
State Treasurer,
Sacramento, Calif.

Dear Sir:-

Enclosed you will find draft on San Francisco for \$9.00, being in settlement for the State Corporate License for the year ending December 31st, 1918, for this Company.

Kindly receipt the enclosed voucher and return together with the official state receipt, and oblige,

Yours very truly,

CUYAMACA WATER COMPANY,

LBM/bm
encl

Secretary.

230-2
December 21, 1922.

Honorable Friend W. Richardson,
Governor-elect of the State of California,
Sacramento, California.

My dear Governor Richardson:

I desire to have you know from a San Diegans standpoint the situation in Southern California and particularly that which vitally affects San Diego on road matters.

It is only 186 miles San Diego to Yuma. It is 304 miles Los Angeles to Yuma direct. In fact, it is only a few miles farther, 14 I believe, to go Yuma via San Diego from Los Angeles. However, a highway is completed and taken over by the state Los Angeles via Mecca to El Centro, also from San Diego to El Centro.

San Diego voted \$600,000 in bonds and built the dirt highway to the Imperial County line. We raised \$60,000 by private subscriptions and blasted out 6.5 miles of solid granite known as the Mountain Springs Grade and made it a present to Imperial County. By private subscription we shipped 35 carloads of plank and demonstrated the feasibility of travelling over the sandhills Holtville to Yuma, thereby saving 54 miles of highway construction by going direct over the sandhills. Eventually the State of California, by a vote of the people adopted the route San Diego - El Centro - Holtville to Yuma.

In the meantime Arizona was busy and it has financed and has let contracts for every foot of the road Phoenix to Yuma, contracts for the last 43 miles having been let two weeks ago. Yuma is favored because Arizona has not financed the construction of any other highway to the California line, the nearest to it being the Ehrenberg route which has 150 odd miles of unbroken desert to be graded, what is commonly called the Los Angeles-Phoenix route via Mecca.

To bring this matter forcibly home to you in as clear a way as I can put it, I call your attention to the following:

California should select one route and put it in good passable condition. It should join in with Arizona in putting the road to Yuma in good condition for the following reasons:

First- It can be done with, by far, the least money
Second - With less miles of road to build

Southern California has three highways to the Arizona line, one via Victorville, Barstow and Needles. There are 250 miles of unbroken desert ungraded or unpaved; there are 90 mile

To bring this matter forcibly home to you in as clear a way as I can put it, I call your attention to the following:

California should select one route and put it in good passable condition. It should join in with Arizona in putting the road to Yuma in good condition for the following reasons:

It can be done with, by far, the least money, and with less miles of road to build.

Southern California has three highways to the Arizona line, one via Victorville, Barstow and Needles. There are 250 miles of unbroken desert ungraded or unpaved that California must build. From Mecca to Blythe there are 90 miles to be graded and paved, while on the Holtville-Yuma road there are only about 30 miles to be graded and paved, if the contract is let for 14-1/2 miles between Holtville and Yuma now being advertised. With the Holtville-Yuma road built, at El Centro the travelling public can go to Los Angeles or San Diego whichever it desires.

From the standpoint of the state it is economy to complete this gap and at the earliest possible moment. A hundred machines a day are now coming into Imperial Valley from Yuma via Holtville, according to the Holtville Tribune.

For ten miles west of Yuma the highway travels thru the Yuma Indian Reservation. The United States Government has agreed to put up all of the money to build this highway thru the Yuma Indian Reservation providing the California Highway Commission will allow the cost of it to be deducted from California's allotment. I can produce for you the official document approving this point.

I do hope I have made this presentation in a manner that clarifies the situation for you and sincerely hope and pray to have your hearty cooperation in completing at the earliest possible time at the least possible expense the one link that will connect Arizona and California by a good highway.

-3-

Hoping to have your hearty cooperation,

I am

Very sincerely yours,

Chairman, National Highway Committee
San Diego Chamber of Commerce

EF:KLM

230-2

FRIEND WM. RICHARDSON
STATE TREASURER
STATE OF CALIFORNIA
SACRAMENTO

December 26, 1922.

Ed. Fletcher, Chairman,
National and State Highways Comm.,
Chamber of Commerce,
San Diego, Cal.

Dear Sir:

I have your letter of the 21st inst. in regard to the San Diego-Yuma Highway and would suggest that this matter be taken up with the new highway commission.

Yours very truly,



FWR/B

January 19, 1938 .

Hon. Friend Richardson,
Superintendent of Banks,
State Building,
Los Angeles, California.

Friend Richardson:

Confirming our understanding in our conference of last Friday in Los Angeles re the Frank Lynch matter concerning the acquisition of San Bernardino County Savings Bank depositors' claims, and particularly Claim No. 572 of Adella M. Berry and husband, joint tenants, and Claim No. 825 of Mr. and Mrs. A. G. Rose, joint tenants, will say the history of the case is as follows:

Mr. C. F. Pitts said that certain claims could be purchased, there was money to be made and would I find a buyer? I found Mr. Frank Lynch, an elderly gentleman, now eighty-four years of age and confined to his home. Mr. Lynch refused to make Mr. C. F. Pitts his agent in any way, but they agreed on a definite figure at which Mr. Lynch was willing that claims should be purchased, and deposited the money in the U. S. National Bank of San Diego under an agreement which is of record and subject to investigation. In other words the bank was authorized to pay certain amounts to C. F. Pitts on demand when an assignment of these claims from your representative, Mr. Evans, showing that they were registered in the name of Frank Lynch, was presented to the bank.

Enclosed herewith is copy of a letter from the U.S. National Bank dated December 20, 1937, addressed to Mr. Frank C. Lynch, nephew of Frank Lynch, signed by Mr. M. W. Wilson, President, showing that the bank in due course of business, under its instructions, paid to C. F. Pitts for Claim No. 572 of Adella M. Berry and husband, and claim No. 825 of Mrs. A. G. Rose and husband, sums in accordance with the agreement of Mr. Lynch with Mr. Pitts.

Attached also is copy of a letter dated October 21, 1935, signed by Bernard G. Evans, Special Deputy Superintendent of Banks, representing you, showing that Claim No. 572 has been registered in the name of Frank Lynch as assignee; and copy of a letter from your same representative, dated October 23, 1935, showing an assignment of Claim No. 825 in favor of Frank Lynch.

Hon. Friend Richardson - # 2

Mr. Pitts collected the money, never returned it; neither has your institution in San Bernardino paid the dividends to Mr. Lynch on these claims. Mr. Pitts, unbeknown to any of us, made settlements of the Berry and Rose claims without the knowledge or consent of Mr. Frank Lynch. Mr. Pitts is dead, his estate is insolvent, and the situation is certainly complicated.

Mr. Lynch feels, as do I, that he has a legal assignment of both claims, both by reason of the fact that one joint tenant is entitled to assign without the signature of the other, and the more important fact perhaps, that he had an acknowledgement from your representative that the claims have been assigned and registered to him; otherwise the U. S. National Bank never would have paid the money to Mr. Pitts. Both Mr. F. C. Lynch, attorney-in-fact for Frank Lynch, his uncle, and Dempster McKee, his attorney, have at all times claimed, both personally and in writing, their position to be the correct one, and they feel that Mr. Lynch is the owner in fee of the claims above mentioned.

What is the solution of the problem? Mr. Lynch, Sr., F. C. Lynch and I all feel that the matter should be adjusted if possible without the necessity of expensive litigation. The delay in not sooner pressing for a settlement has been very largely due to the physical condition of Mr. Frank Lynch, but the time has now come when some action must be taken.

Your early and favorable attention to this matter will be greatly appreciated.

Very sincerely yours,

EF: H
Encls.

January 21, 1938

Hon. Friend Richardson
Superintendent of Banks
State Building
Los Angeles, California

Dear Mr. Richardson:

As requested over the phone, enclosed find copies of letters which were inadvertently over-looked in our letter to you of the 19th.

Regretting the over-sight,

Sincerely yours,

Secretary

JV
Encl. (B.G. Evans letter to Pitts Oct. 21, 1935 and Oct. 23, 1935;
U.S. National Bank letter by M.W. Wilson 12/20/37)

FRIEND W. RICHARDSON
Superintendent of Banks

Superintendent of Banks

STATE OF CALIFORNIA

San Francisco, February 24, 1938.

Office
343 Sansome Street
San Francisco
•
State Building
Los Angeles

*Copy Frank Lynch 2/1
" G. Z. Kee*

Hon. Ed. Fletcher,
State Senator,
1020 Ninth Avenue,
San Diego, California.

Dear Friend:

Some time ago when I was in Los Angeles, you called at my office in regard to an alleged claim of Frank Lynch against the San Bernardino County Savings Bank, in liquidation. On January 19th you sent a statement of this matter to me at Los Angeles. The Chief of my Los Angeles office and my attorneys have gone into this matter very fully and feel that the only remedy you have is to file a petition in the Superior Court of San Bernardino County, which has jurisdiction over this liquidation and ask for an order to show cause why a dividend should not be paid to Mr. Lynch instead of the original claimants.

Of course, you understand in these matters, I am simply acting as a court liquidator and take no action of this kind without an order of the court.

Mr. O'Brien, my deputy in San Bernardino, has also looked into the matter quite fully and he suggests that the profits made by Mr. Lynch on other claims which were purchased for him by Mr. Pitts, will bring him out in the clear.

My attorneys feel that from a strictly legal point of view, Mr. Lynch has no standing, but that as a matter of equity the court might think that the amounts the wives in each case could have transferred were her interest in the account and not the entire account.

#2.

If you care to take the matter up direct with the Superior Court of San Bernardino County, my attorneys will be present and state their position.

With kindest personal regards, I am

Yours sincerely,

Frien W. Richardson

FWR-M

Ed Fletcher Papers

1870-1955

MSS.81

Box: 22 Folder: 22

General Correspondence - Richardson, Friend William



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