

July 23, 1944

Commandant  
Eleventh Naval District  
San Diego, California

Attention: Land Acquisition Department

Dear Sir:

Referring to the request of Lt. Com. J. M. Platz regarding the notice of temporary use of the United States Marine Corps Training and Maneuver Area, including Rancho Cuyamaca and surrounding territory as per printed notice of July 5, 1944, by W. L. Friedell, Commandant, 11th Naval District, San Diego, California, will say:

We own approximately 2500 acres on the east and west slope of North Cuyamaca Peak in Lot D, Rancho Cuyamaca, also in Sections 23 and 24, Township 13 S 3 E, also in Sections 19 and 30 Township 13 S 4 E, all within the prescribed area.

We will lease the property that we own for \$2000 a year from July 10, 1944 until six months after the termination of the existing ~~state of war unless~~ such use shall be surrendered by the government earlier, and subject to the terms of the Use Permit, copy of which is herewith enclosed as regards damages to the property and compensation thereof.

Your headquarters and camp are located on our property; you are utilizing our water supply and using four or five miles of road built at our own expense. We own the best jungle and timber in Southern California, referring particularly to our 160 acres in Lot M, Block D, just south and east of North Peak; also the mile and a half of wild country on Cedar Creek--a running stream of water the year round, splendid pool for swimming, etc.

Over half of this property is land valued at \$1000 an acre, or more, and selling rapidly in subdivision. The State purchased 22,000 acres adjoining for a State Park, similar territory, at \$20.00 an acre for the entire tract, nowhere near as desirable excepting about 5000 acres, as compared to our property.

We will be inconvenienced in the sale of our property. You have taken possession and already one of our good friends and customers has been ordered off the grounds. The President of this Company, not knowing that you had taken possession, was ordered off of this property by armed guards. Your occupation means the complete sus-

Commandant, Eleventh Naval District--#2

pension of any sales of real estate during the time of your occupancy. We want to cooperate with you in every way as we have in the past, and as the records will show, both in World War #1 and referring to our leasing to you of 18,000 acres at Camp Elliott, a three year lease made in 1942, when you paid 95¢ an acre for the 18,000 acres.

If you don't think this is a fair offer we will be glad to arbitrate in the usual way.

You have taken possession without our knowledge or consent, but we now grant it subject to proper compensation for use and damage.

We know practically every property owner in the area you wish to occupy and can be of assistance in getting other rentals; but you will find the best jungle area is on our property and the camp as well, with our campground facilities, water supply, etc.

An early reply will be appreciated.

Very sincerely yours,

ED FLETCHER COMPANY

BY \_\_\_\_\_

CUYAMACA WATER COMPANY

BY \_\_\_\_\_

EF:mg

September 14, 1944

Rear Admiral W. L. Friedell, Commandant  
Eleventh Naval District  
San Diego, California

My dear Admiral:

At your request, I enclose copy of my letter of July 28, 1944 to the Eleventh Naval District, which is explanatory.

I happened to take my wife and family for a picnic up into the mountains on Thursday, July 27th and to my amazement I found that the Marines had seized our camp and water supply and taken possession of our lands and we were ordered off our own property.

Neither I nor the Company had been notified. I took the matter up with General Price and General Cauldwell and their explanation was satisfactory and I am making no complaint in relation thereto.

Since we wrote our letter of July 28th to the Land Acquisition Department of the Eleventh Naval District we have never had a reply, although we have been cooperating in every way with the government in relation thereto, as I am sure General Price and General Cauldwell will certify.

I hope to get some answer in relation to my letter of July 28, 1944 at an early date and an explanation given.

Very sincerely yours,

Admiral W. L. Friedell--#2

December 6, 1944

We are writing this letter on the terms of the original lease to claim damages. We consider our request a fair one and it is unbelievable that the United States Government would make our property and not pay us a reasonable consideration right now for loss or damage by continued possession.

Admiral W. L. Friedell, Commandant  
Eleventh Naval District  
San Diego, California

My dear Admiral:

Answering yours of November 21st, it is most regrettable, and I am most embarrassed that I cannot get over to you the point of view of the Ed Fletcher Company regarding leases at Fletcher Hills, mentioned in your letter. I am making one last effort.

We made these leases first on May 1, 1939, on representations made by the Government officials that it would be used as a CCC Camp and nothing else, and, as you know, with practically no consideration. Later, with the advent of the war, consent was given by us that the Army take it over. Now we are asked to give our consent to allow it to be used for nothing more or less than a prison camp for incorrigibles. The consideration is practically nothing.

The Army, and now the Navy wants the use of that property for the reason that it is only twelve miles to the center of San Diego; the paved roads are already in as well as the cast iron water mains and the power line; you have two distinct highways to the west to San Diego and one to the east; the location is favorable and, if you had not acquired this location you would have had to pick out another site, graded and paved the roads and installed the water mains. You have taken possession of the town site, the heart of our Fletcher Hills.

This property belongs to the children and I am fighting for them. Five of our seven sons are in the service, one son-in-law and a grandson.

We have invested \$500,000 or \$600,000 in Fletcher Hills. Your continued possession of that property prohibits the sale of real estate adjacent thereto. We have lost five recent sales on account of it and now that we have a chance to sell and recuperate some of our money we find that for an indefinite term you take possession and propose to stay there.

The records show that our hearts blood is tied up in that property. The suit of F and W Thum Company in connection with it came within an ace of putting us through insolvency.

The lands are in the name of the Irrigation District, but are in reality ours and we approved the lease of the Irrigation District to be patriotic.

We are asking you to please find another place for your incorrigibles. If not, we are asking you in justice and equity to either by letter or by a new lease pay us a reasonable consideration for the rental and the loss

Admiral W. L. Friedell—#2

and damage caused by your continued occupancy, or so arrange it that we have a right in a court of claims to present our whole case for damages. We consider our request a fair one and it is unbelievable that the United States Government would ~~take~~ our property and not pay us a reasonable consideration right now for loss or damage by continued possession.

We are writing this letter on the presumption that we have no right under the terms of the original lease to claim damages or loss by continued possession by the United States Government. If I am incorrect and have the legal right to prove damages before the court of claims, I wish you would confirm it, both for occupancy, damage to the property and loss or damage in the sale of the property by your continued possession.

I am enclosing a copy of a letter from the Attorney General of the State in relation thereto which I received and have forwarded him the original lease as requested. I have also put the matter up to the Attorney General of the United States for I can see that your interpretation as to violation of the terms of the existing lease is not the same as the Attorney General's.

I beg of you, in the most friendly spirit, to give this matter your personal consideration, putting yourself in our position. Our most important subdivision, ready for sale, and completely blocked by possession and use of the United States Government without the right of getting reasonable compensation for damage, rental or loss in consequence of your continued possession. It is almost unbelievable that the United States Government would take advantage of a technicality and maintain the position that you do today in relation thereto without recourse to private individuals who are risking their lives and have invested over a half million dollars in a townsite that is now absolutely un-saleable, for it is common knowledge that the camp is being held there for incorrigibles and our hands are completely tied in the sale of the property and we find ourselves up against a stone wall through no cause of our own, excepting the United States Government, on a technicality retains possession of our property.

Your early and favorable action in this matter will be more than gratefully appreciated.

Very sincerely yours,

**Ed Fletcher Papers**

**1870-1955**

**MSS.81**

**Box: 8 Folder: 30**

**General Correspondence - Friedell, Rear Admiral W.L.**



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