to the your combons arroctoberule buless.

Mr. James S. Bennetters then Theterial, however, it we ame put c/o Finleysoh-Bennett & Morrow

210 Most 7th Street .

Hy dear Mr. Beametts of you hough root to desire and our in-

working trying to solve the Flatcher Hills situation even to the autout of losing everything in Flatcher Hills and throwing in 150 ecres that Hr. Thum never suned that cost me 150 an acre adjoining the railroad on both sides in his Cajen Valley. The

but the 600-odd acres in a. & I. D. \$19, including the additional 150 acres above mentioned. However, I have to guarantee to pay all improvement district taxes in Matton Act N. & I. D. #4 and \$2500 is reserved for that purpose with 760 acres in the Mattion Act District which is now 94% delinquent this year and will be 100% next year. Mostaxes have been paid on the property for four or five years and cit will take practically every dellar to clean the thing up and give Mr. Thur \$25,000.

hitch in a sale up there that gives them the money wo he flew back to Winipeg Wednesday norming and expects to be here next Tuesday ready to do businessans (content to be possible).

acres on the hill in A. & I.D. #19s cwith interest it averaged now nearly \$600 an acre for the untimettract. The state and county texes have not been paid for five years, as well.

through. The can which buying the property is a Canadian who is coming here to live and loves to raise horses and that he his only object in buying trabsing horses but he instituted that I take full responsibility on the final Mattoon Act settlement and it is a responsibility what may come ne remaiderable maney. However, it he is milling to take my quarantee, this of ke fith me, anything to help get this never settled with the Market Hill me, anything

Mr. James S. Bennett

If the sale of this property does not go through his next proposition is to pay \$40,000, buy it on a contract, and pay \$4,000 or \$5,000 down, the balance within three years.

I do hope to have something definite this coming weak and have been working on it for months. I will probably have to pay a commission to one outside party who has helped me contact Mr. Prosser, the Canadian who is the principal in the matter.

My understanding over the phone was that you would recommand \$25,000 cash, which would clean up all the obligations to the F.& W. Thum Company, and would return to us our contracts and deeds including the David Mackay in Avocado Acres #3 and any other contracts the F.& T. Thum Company may be holding.

Mackey, we you know, threw up his contract. We have been taking care of the trees but we are about ready to tear out the avocados. We have dug up over 100 acres of avocados in the last five months. The Nackey property is in a Mattoon District and the Mattoon Act alone is practically \$2,000 an acre now with nearly 90% delinquent.

There is one note that I must pay and that is the \$1,000 note to Mr. William Thum with S% interest. The money was used to put in a ten acre orchard, orange and avocado, but the trees recently have been dug up and the project abandoned. I hope to send the interest on this note in the near future.

I have not paid any of my state, county or irrigation district taxes for three to five years and we are losing most of our property in the districts.

I owe the First National Bank over \$110,000 now and have not even paid any interest for a year and a half. This will give you some idea of how slowly real estate is selling. Almost the same thing applies to the Bank of America and our indebtedness to the four banks is nearly \$300,000, so you can see what a mess we are in.

I am more than grateful, however, if we can put this sale through in a way satisfactory and acceptable to the F. & W. Thum Company. Will keep you posted.

Very sincerely yours

EF: RC

16.

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(1)

ar. Jamen S. Bennett

LAW OFFICES

HUBERT T. HORROW

JAMES S. BENNETT

FRANK G. FINLATBON

FINLAYSON, BENNETT & MORROW

837 VAN NUYS BUILDING

LOS ANGELES, CALIFORNIA

TELEPHONE THINITY OBES HUBERT T. MORROW JAMES B. BENNETT FRANK G. PINLAYBON Jas. S. Genett

FINLAYSON, BENNETT & MORROW

LOS ANGELES, CALIFORNIA

TRINITY OSE

July 19, 1937

My Jours of

October 21, 1935.

Mr. Ed Fletcher, 1020 Ninth Avenue, San Diego, California.

Dear Mr. Fletcher:

I thank you for your letter of October 18 explaining the situation in the matter of clearing up the Thum Company loan. This will confirm our telephone conversation that F. & W. Thum Company will accept \$25,000.00 cash to release the security held by it.

Very fruly of Tenned

JSB:L

Mr. Ed Fletcher, 1020 Ninth Avenue, San Diego, California.

Dear Mr. Fletcher:

Your letter of June 21, addressed to Mr. William Thum, has been handed to me. You will be interested to know that John died very suddenly on July 1.

It seems to me that F. & W. Thum Company should make no change in your note and mortgage other than a cash settlement. If a part of the property under the mortgage is security for \$15,000.00, then the whole of it must be, and if you are able to secure a loan in that amount on the part, I am sure the Thum family will cooperate.

Allow me to congratulate you on your services in the California legislature. Education is one advantage, even if there is no other, in the rotation of public offices.

JSB:L

(19)

July 51, 1937

Mr. James S. Bennett 837 Van Nuys Building Los Angeles, California

My dear Mr. Bannett:

to terimit

On my return from a business trip North, I find your letter of the 19th. It certainly was a shock - the passing of John, and I am so sorry that the family did not let Mary and I know that we might pay our tribute to a fine young man and extend our sympathy at the time.

Where is Mr. William Thum - is he home again, or is he still Fast. I am writing wrs. Thum today.

Thanks for your congratulations regarding my services in Facramento. I have no apologies to make, I went according to the dictates of my conscience - irrespective of any personal advantage to myself. I passed 35 measures which the Governor signed, everyone of which I am proud. One repealed 210 obsolete laws and will save the State any amount of money - these laws should have been repealed in 1872 and has cost thousands of dollars. Three of my Bills change the legal rate of interest from 7% to 6% on Improvement District Bonds. I passed it through the Senate at 5%, but the radical Democratic Assembly forced a compromise in free converence to 6%. I secured my share of the appropriations for San Diego County and passed four moratoriums:

- 1. State and County taxes
- 2. Irrigation District taxes
- 3. Improvement District Bonds inside City limits
- 4. Moratorium on County Bond issues.

Will see you on the other matter personally and shortly. I am moving heaven and earth to do what I can.

With kindest regards,

Sinceraly yours,

August 21, 1937.

Mr. Jas. S. Bennett, 837 Van Nuys Bldg., Los Angeles, California.

My dear Mr. Bennett:

Mary and I certainly appreciate your friencey attitude at yesterday's meeting and gratefully thank you for the extension. If we have to pass around the hat we will get the money to pay interest on the \$15,000 from the 1st of September, 1937 and I will go the limit to bring about a settlement of this most unfortunate affair, the matter of the completion of the payment of the \$15,000 re Fletcher Hills mortgage. I guarantee you that the interest will be paid promptly for the three months period and let me know what the rate of interest is.

onfirming my statement we have been working hard to help Mr. Reed solve the two Mattoon Acts on Fletcher Hills and he has verbally promised us a settlement whereby we get 30 percent of the property clear and they take 70 percent and extinguish the bonds, taking advantage of the bond issue of the County of San Diego in relation thereto.

Reed wants us to handle the property, his and ours and wanted us to take an undivided 30 percent interest, putting the property in trust. We have been fighting for an outright deed to our 30 percent, based on assessed value, either that or make it into ten parcels and put it in a hat, we draw out three and they get the rest. I am sure we can come to some kind of an agreement, but as a last resort would jou consider this, that we put it into a trust and the first \$15,000 and interest that comes from the sale of our real estate, after deducting commissions and expense of sale goes to the F. & W. Thum Company. This might symplify matters and put the whole thing into a trust. What is your reaction to this.

With kind regards, I am

Sincerely yours,

FINLAYSON, BENNETT & MORROW

637 VAN NUYS BUILDING

TELEPHONE TRINITY OBSE

August 24, 1937.

Mr. Ed. Fletcher, 1020 Ninth Street, San Diego, California.

Dear Mr. Fletcher:

After considering your letter of August 21, suggesting that you put into a trust the property subject to the mortgage and also certain other property and that the first \$15,000.00 and interest that comes from the sale after deducting commissions and expenses be paid to F. & W. Thum Company, we are of the opinion that it is better not to change the present situation, which gives you ar opportunity to secure a release at any time prior to December 1, 1937, upon payment of \$15,000.00 with interest at six per cert from September 1.

Very truly yours,

JSB:L

1

October 27, 1937

Mr. James S.Bennett, Attorney 830 Van Nuys Bldg., Los Angeles, California

My dear ar. Bennett:

Negotiations are on to the extent that there is a possibility of arranging with the Bondholders of A&ID #19 whereby there will be a division of the property - the bondholders taking 70% and we retaining 30% free and clear of encumbrance with all taxes paid.

As a first step toward paying up the F&W Thur Company, the plan that I am trying to work out would be to give you a first lien for \$15,000 on the property, we would be in a position to sell then and you approving every sale and taking all the money excepting what is necessary for commissions - making a forced sale wherever possible to pay you off immediately and paying you interest, although you have my verbal pledge that if we can sell anything up the Coast and get any money out of it, we would pay you off as quickly as possible, but absolutely nothing is selling up the Coast at the present time.

Ine Banks are very fine to us here and are only charging us 3% interest, both the Bank of America and the First National, but we have not been able to keep up even the interest. However, the Banks have not taken any loss, and have been nice enough to give us credits back to 1930 on 3% interest, while you have made a tremendous sacrifice to help me out, which many and I most gratefully appreciate.

No Agricultural lands are selling to speak of yet but some property lots are selling around Grossmont, and I believe Fletcher Hills will sell in a small way just as soon as we can clear the title. Deliver:

Please let me know if this arrangement will be satisfactory and what rate of interest will you charge me - we will make every effort to keep up the interest until everything is sold. My understanding when Mary and I saw you last was, that interest was to commence at a certain time - I do not remember when it was but if

 (I_d)

October 27, 1957

Mr. James S.Bennett, Attorney 850 Van Muys Bldg., Los Angeles, California

My desr ar, Bennett:

Magotistions are on to the extent that there is a possiblity of arranging to with the Bondholders of AMID 313 whereby there will be a division of the property - the bondholders taking 70% and we retaining 30% free and clear of enumbrance with all taxes paid.

the plen that I am trying to work out would be to give you a first then for \$15,000 on the property, we would be in a position to be then and you approving every sale and taking all the money excepting what is necessary for commissions - making a forced same wherever possible to pay you off immediately that paying you interest, although you have my verbal places that it we can call any thing up the Const and wet any woney out of it, we would say you off as quickly in possible, that absolutely nothing is seliting up the Coast at the present time.

you will let me know, we will send up, a check for interest for three months anyway.

The punks My further understanding was that all the old assets that you have as additional security, etc., will be returned. Are you collecting any moneys on the old assets turned over as additional security to the Fletcher Hills property, or, have all of them some

No Agricultural lands are selling to spans of yet but some property lock are selling around Grossmant, and I believe Flatcher dilla will sell in a small way just as moon as we can clear

Please let me anow if this arrangement will be settefactory and what rate of interest will you charge me - we will make every effort to keep up the interest until everything is soid. My understanding when Mary and I saw you last was, that interest was to commence at a certain time - I do not remember when it was but if



FINLAYSON, BENNETT & MORROW

LOS ANGELES, CALIFORNIA

TELEPHONE TRINITY OBZE

October 28, 1937.

Mr. Ed Fletcher, 1018 Ninth Avenue, San Diego, California.

Dear Mr. Fletcher:

HUBERT TORROW

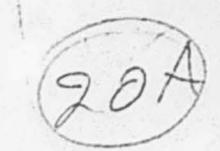
Answering your letter of October 27: When your negotiations with bondholders of A. & I. D. No. 19 have proceeded to escrow send me a copy of escrow instructions by you and the bondholders, and I think we shall have no difficulty in having F. & W. Thum Company release the seventy per cent of the property going to the bondholders. That will leave the remaining thirty per cent subject to the F. & W. Thum Company mortgage, and otherwise free and clear of encumbrances, with all taxes paid. If you have a contract with the bondholders to share in their seventy per cent upon resale, there should be some provision made by you and accepted by them whereby a portion of shares will be paid and applied on your indebtedness to F. & W. Thum Company.

I see no purpose in having F. & W. Thum Company take a first lien for \$15,000.00 on the thirty per cent of the property. You have an extension until December 1 in which to obtain a release for \$15,225.00.

My understanding with you in making this extension was that F. & W. Thum Company would accept interest at the rate of \$900.00 a year, payable quarterly, first installment of interest being due December 1 in the sum of \$225.00.

The old assets that you referred to in the last paragraph of your letter will be returned upon the payment of \$15,000.00 and interest, being subject to such collections on these old assets as shall have been made. Collections are small and I am referring your letter to Miss Margaret Thum for further answer in this regard.

Very Aruly your 3 ennex



November 3, 1937

Mr. James B. Bennett 637 Van Nuys Bldg., Los Angeles, California

My dear Mr. Bennett:

Answering yours of the 28th, we will send you our check for \$225.00. Negotiations are going along satisfact-orily with the Municipal Bond Company and the District pertaining to solving our problems.

If there is any credit coming for revenues received between September 1st and December 1st, please let us know what it is, otherwise, we will send the above amount of \$225.00 on December 1st. We gratefully appreciate what the Company is doing for us.

With kind regards,

Sincerely yours,

. EF/jv

P.S: Before making any final settlement with them, we will submit to you for approval.

JSB:L

Mr. Jus. S. Bennett, 857 Van Muys Building Los Angeles, California

My dear Mr. Bennett:

Enclosed find copy of letter. I gave the original to Mrs. Thum, all of which is explanatory.

of the District are getting uneasy and have asked for a conference. They will unquestionably proceed to bring a suit to quiet title on their deed if something definite is not done.

It is better for us to have 30 percent of the property with taxes all paid and all improvements paid under the terms of the agreement with the Jupervisors and get their help rather than to kiss it goodbye. I feel we can sell three or four pieces of this property in the very near future once we get the 30 percent segregated.

You can count on it that irrespective of this, the first money I get my hands on I shall pay the debt and not ask you to look to the Fletcher Hills 30 percent. My suggestion in the matter of economy for all parties is that you just give the Municipal Bond Company a release of the mortgage on the 70 percent as you did on Block 36, and it can be put in escrow subject to A & I D No. 19 being lifted on the entire property under the plan of the supervisors who are helping to finance it, and the state and county and district t-xes paid to date by the Minicipal Bond Company so there will be no taxes to be paid until next November.

Yours sincerely,

623

IN RE THUM MATTERS

Mr. Ed Fletcher, 1018 Ninth Avenue, San Diego, California.

Dear Mr. Fletcher:

The board of directors of F. & W. Thum Company have considered the suggestions in your letter of January 31 to me, and before now Miss Margaret Thum, as secretary, should have written you. It is my understanding that the papers, or a copy, will be referred to me for consideration.

Very truly yours,

Denne Bennetti

No 1553996

TITLE INSURANCE AND TRUST COMPANY 433 SOUTH SPRING STREET : MADISON 2311

Escrow Department

J. K. TOMPKINS

No. 32

JAMES S. BENNETT

LAW OFFICES

FINLAYSON, BENNETT & MORROW 837 VAN NUYS BUILDING LOS ANGELES, CALIFORNIA

TELEPHONE TRINITY OBES

March 25, 1938.

Title Insurance & Trust Company, Los Angeles, California.

Gentlemen:

We hand you herewith original mortgage dated December 10, 1929, by Ed Fletcher and wife, as mortgagors, to F. & W. Thum Company, a corporation, mortgages, recorded February 30, 1930, in book 582, page 252, of Mortguges, Records of San Diego County. A portion of the mortgaged property was subsequently subdivided as "Fletcher Hills No. 2, Map, No. 2122", and is heavily enoumbered with taxes and special assessment liens.

we will hand you on behalf of F. & W. Thum Company a release from the above mortgage of Block 11, with the exception of the uncolored lot shown in white on the enclosed wan, Blocks 12, 13, 15, 19, and 25, upon your being able to furnish us your certificate of title or policy of title insurance in the sum of \$15,000.00 showing the above mentioned mortgage a first lien, with taxes and special assessments fully discharged, on and covering property shown on the enclosed sketch in red, being Blocks 19, 21 the colored portion of 22, 23, 24, 34, and 35, said Fletoner Hills No.

The lien on the other property under the mortgage is to remain undisturbed when you oun also hand us the request in writing of Ed Fletcher and Lary C. B. Fletcher, husband am wife, mortgagors mentioned in the said mortgage, duly acknowledged by them, requesting that the property to be released from said mortgage be so released, with proper legal description in their request of the property to be released as above generally described. The original mortgage enclosed is also to be returned to us.

If you are unable to furnish us papers required under these instructions on or before April 15, 1938, you will return to us the papers deposited by us, close the escrow, and we will pay you your reasonable charges in the matter.

If the escrow is completed, we will pay your escrow charge, but the escrow charge of your San Diego correspondent is to be paid by Ed Fletcher of 1018 Ninth Avenue, Sen Diego, P.O. Box 670. You will address James S. Bennett at the above address for any further or amended instructions.

Very truly yours,

HUBERT T. MORROW JAMES S. BENNETT FRANK G. FINLAYBON LAW OFFICES

FINLAYSON, BENNETT & MORROW 837 VAN NUYS BUILDING LOS ANGELES, CALIFORNIA

TELEPHONE TRINITY 0526

Earch 28, 1938

Escrow No. 1553996 Thum-Fletcher

Title Insurance & Trust Company, 433 South Spring Street. Los Angeles, California.

ATTENTION MR. J. K. TOMPKINS

Gentlemen:

We wish to amend our escrow instructions to you of date March 25, 1938, in the following respects:

In the second paragraph, beginning with "Blocks", it should read "Blocks 12, 13, 15, 17, and 25".

In the same paragraph, there should be added to the blocks to be covered by the policy of title insurance and indicated in red on the map, "a portion of Block 20 indicated in red".

Very tryly yours,

(Signed) James S. Bennett

Attorney for F. & W. Thum Company

March 29, 1938.

Mr. Jas. S. Bennett, 837 Van Nuys Building Los Angeles, California.

My dear Mr. Bennett:

Answering yours of March 25th, I appreciate very much your prompt action in this matter, in fact a little too prompt, for the reason that the Municipal Bond Company has been chiseling with me from time to time and it was only on the 23d of March that I got a commitment in writing, and it is more drastic than anything they have ever demanded.

Among other things they are demanding that we give a deed to all of our property in A & I D No.22 without any compensation whatsoever, in addition to the settlement on No. 19.

In addition the Municipal Bond Company has offended and not kept faith with the La Mesa Irrigation District, so I have been verbally informed and there is a meeting on in the next day or two. What the result will be I do not know. The Municipal Bond Company and the Farmers & Merchants Bank have changed their proposition two or three different times by adding and chiseling and putting more responsibility on to me, so just what the final outcome will be I do not know. Will keep you posted.

As far as we are concerned rather than see the thing fall thru we will go ahead and undertake th complete the deal on the basis of the Eunicipal Bond Company's letter of March 23d but they have not played their cards well with the Irrigation District.

I am enclosing copy of their letter containing the last proposition.

Yours sincerely,

EF M

cc- F & T T Co.

FINLAYSON, DENNETT & MORROW

837 Van Nuys Building

LOSANGELES, CALIFORNIA

May 6, 1938.

Mr. Ed Flether, 1018 Ninth Avenue San Diego, California.

My dear Mr. Fletcher:

This will acknowledge your letter of May 5 enclosing copy of letter of same date to F. & W. Thum Company. Because your letter assumes that the land under your mortgage to F. & W. Thum Company will be released upon payment of \$15,000, I wish to take this first opportunity to correct that assumption.

While Mr. William Thum was directing the affairs of the F & M. Thum Company several years ago, he gave you an option to that effect for a limited period, which expired. Later it was renewed for a limited period, which haslong since expired. There is no agreement or understanding to my knowledge at this time that F. & W. Thum Company will release the mortgaged land, or any part of it, on payment of \$15,000 or any other sum except the balance secured by mortgage.

Whatever arrangement you contemplate in regard to adjusting the tax situation must be based upon an entirely new arrangement with F & W. Thum Company, which you would take up with the proper officers of that corporation. Mrs. Margaret R. Thum is president, Miss Margaret Thum is secretary, and the other interest is owned by Mrs. Louise B. Thum, the widow of John Thum.

Very truly yours,

JAMES S. BENNETT

May 7, 1938.

Mr. Jas. S. Bennett, 837 Van Nuys Building Los Angeles, California.

My dear Mr. Bennett:

E ...

I was certainly surprised to receive your letter of the 6th. My understanding was that I would keep up the interest on the \$15,000 until I could pay thru sale, or otherwise, at which time the mortgage would be cancelled and the properties deeded returned to me.

Enclosed find copy of Thum letter of December 6th, my letter of December 9th and the F & Thum Company letter of December 20th, all of which are explanatory. The interest on the \$15,000 has been paid up to Merch 1st and will be kept up.

There is no incentive for my to attempt to do anything, and I might as well throw up the sponge now if there is any change in attitude on the part of the F & F Thur Corpora

change in attitude on the part of the F. & W. Thum Company.

As I wrote the F. & W. Thum Company on May 5th, it is only thru the kindness of the Irrigation District that we are saving

As I wrote the F. & W. Thum Company on May 5th, it is only thru the kindness of the Irrigation District that we are saving anything out of the Fletcher Hills property. I have not sent a copy of this letter to the F. & W. Thum Company. Please let me know if this is your attitude or if it represents the attitude of the F. & W. Thum Company also. If it is, the situation as far as I am concerned is hopeless.

The facts are, I have been working for the F. & W.

ThumCompany to save something out of the wreck for them, hoping that
they would be satisfied with interest until I could make a turn some how,
some way to get the money in which case I might be able to save something
out of the wreck for myself in addition, where, as you know, I have a
very large sum of money invested and stand to lose it all. May I
hear from you by return mail, please.

Mr. Jas. S. Bennett, 837 Van Muys Building, Los Angeles, California.

My dear Mr. Bennett:

of the 6th. There seems to be some minusderstanding on your part. I had a verbal understanding with you, also with Mrs. Thus and her daughter, Margaret, that I would keep up the interest on the 115,000 until I could pay thru also or otherwise, at which time the mortgage would be cancelled and the properties deeded returned to me.

May 7, 1938.

"nclosed find copy of Thum letter of December oth, my letter of December Oth, and the F. t.; Thum Co. letter of Dec. 20th, all of which are explanatory. The interest on the 815,000 has been paid up to March bit and will belonts sincerely.

My understanding of our arrangement is that when the \$15,000 and interest are baid a release of mortgage will be given on all the property and a return of the old securities held by them, all as per my letter of December 9th; and other correspondence, crombs to go with the correspondence.

Lumber doom where I am at peters and the traite to a particle that he are marked out of the which case I might be able to save assemble out of the wreck for equal in addition, where a year of the wreck for equal in addition, where a year and here are independent to be able to save assemble out of the wreck for equal in addition, where a year way to get the money in which case I might be able to save assemble out of the wreck for equal in addition, where a year way in the world have the money in a perfect and county, district and meshead trace on the settlement offered state and county, district and meshead trace on the settlement offered state and county, district and meshead trace on the settlement offered state and county, district and meshead trace on the settlement offered state and county, district and meshead trace on the settlement offered state and county, district and meshead trace on the settlement offered state and county, district and meshead trace on the settlement offered state and county, district and meshead trace on the settlement offered state and county, district and meshead trace on the settlement offered state and county, district and meshead trace on the settlement offered state and county, district and meshead trace on the settlement of fored by the district and the county. If can do nothing further until I hear from your properties and nothing further until I hear from your properties.

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FINLAYSON, DENNETT & MORROW

837 Van Nuys Building

Los Angeles, Californis

May 9, 1938

Mr. Ed Fletcher 1018 Ninth Ave., Sen Diego, California.

Dear Mr. Fletcher:

I have your letter of May 7, 1938 and I am surprised that you ever had the understanding that the members of the Thum Camily interested in F. & W. Thum Company were reducing your note indebtedness to \$15,000.00. If you will think back, you will remember that when you and Mrs. Fletcher were in some time last October, I stated that I would get you an extension on that basis until December 1, and you will find this very definitely stated in my letter to you of October 23, 1927. This option was extended later, but each time with a definite expiration date. When it appeared that the escrow by which certain of the property was to be released would not be completed within the escrow time, I was instructed not to extend the escrow time.

Mrs. Thum is not at all satisfied to again agree to take property as cutlined in the former escrow. If you have any definite plan in mind where some cash can be realized I suggest that you write her what can be done. My understanding of the cituation at present is as stated in my letter to you of May 6th.

Very truly yours,

JAMES S. BENNETT

JSB:L

Ed Fletcher Papers

1870-1955

MSS.81

Box: 2 Folder: 9

General Correspondence - Bennett, James S.



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