

April Twenty-ninth,  
1 9 2 9

Mr. Al Brown,  
c/o San Diego Union,  
San Diego, Calif.

Dear Mr. Brown:

I would appreciate it if you would feature the following:

That Supervisor Hurley brought the El Cajon matter up in discussing the Encinitas matter and I then answered by stating that the original petition only called for grading, paving and water mains and curbs.

That the Original petition did not include the plans that are now being protested at El Cajon.

The protestants are in Adams subdivision. These lands were added to the improvement district without my knowledge and at the request of the property owners and the city of El Cajon, so I have been informed.

I asked Mr. King this question and he answered in the affirmative. I asked Mr. King if the city of El Cajon did not request that sewers be installed on account of the city of El Cajon improving their sewer system. He answered "Yes". I asked him, also the question regarding the storm drain and he stated that this was included afterward and the size of the storm drain was determined by the county surveyor; that I protested the storm drain and the cost of the storm drain and the sewers which were added after the original petition was filed, costing nearly half of the total expense.

I also stated that the records show that this contract was let at the lowest unit price during the last year of any large district of improvements outside the city of San Diego, as the records will show.

Yours truly

May Seventh,  
1 9 2 9

Mr. Al Brown,  
San Diego Union,  
San Diego, Calif.

Dear Mr. Brown:

Enclosed find copy of letter I have written Mr. Sauer regarding the El Cajon Acres matter which is NOT for publication as I do not want to get any more publicity than I can help in any controversy with Mr. Sauer.

Yours truly,

EF:AK



June 27, 1929.

Mr. Al Brown,  
San Diego Union,  
San Diego, California.

Friend Al:

Referring to our verbal conversation yesterday and your recent letter re your commissions from the National Paving Company, my understanding of the situation is as follows:

You telephoned me that you had two friends whom you wanted me to meet on important business to you, something like a year and a half ago, and I told you I would meet them at 8 p. m. at my residence. I do not remember their names, but you introduced me to them and I remember distinctly you said they were agents for some patent sewer flusher that was being installed, also that they represented some paving material company.

I immediately told you all that I was not the man to see and suggested that you see Mr. King who was engineer for a number of paving projects, that I left matters to his judgment where I was personally concerned. The whole interview lasted but a very few minutes, and I told you that I was personally friendly and all things being equal I would like to see you get the benefit of any legitimate pay for services rendered, or words to that effect, on account of our personal relationship.

I think your statements are correct that I told these two men to show King what they had and sell King on the merits of their material, or words to that effect.

You have never claimed that these men represented Amisite and I did not know that until yesterday, but I do remember one of them mentioning National Paving. At that time we were just finishing the Bostonia job. Elliott and Horne had refused to pay over 90 for the bonds and I had just succeeded in selling same at 97 thru a Los Angeles organization. Mr. King

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had been appointed engineer by the Supervisors to handle the Villa Caro and El Cajon Acres job. Elliott & Horne and their associates would not pay but 90 for the Villa Caro job. I felt this was too low, and Mr. Stanley Byers called on me saying he represented the Amisite Company and also was in the bond business.

I had Mr. King look up the matter thoroly and he reported that Amisite was used by the government who were paying a royalty, that he thought it was the best thing in paving, and I agreed with Mr. Byers that if he would place the bonds at 95 and give all contractors an opportunity to bid and sell the bonds at 95, or better, that I would be satisfied with Amisite if the Board of Supervisors and the property owners were satisfied. There was no objection so Amisite was used on the Villa Caro job, and if I remember rightly, a small amount of it was used on the El Cajon Acres job within the city limits of El Cajon, or soon to be.

A few months ago we started the development of Fletcher Hills and when it came to awarding the business, there were no bids. Recently in the development of Fletcher Hills and Murray Tracts Mr. Byers agreed to sell the bonds at 95 and all contractors would have the privilege of selling at this figure, or better, if they could. National Paving was used on the laterals and concrete for the main arteries on the advice of Mr. King who has gone into the matter very carefully and says there is very little difference between Amisite and National Paving, but on the whole he likes National better. I understand a large amount of this has been used in Los Angeles and by the government.

If Mr. Byers had not secured a party who guaranteed to buy these bonds above mentioned at not less than 95, in my opinion the work would never have been done at all.

I do not know what your contract was with Messrs. Holmes and Angelo - whether it was in writing, or for how long a period. You were the first man to mention patent sewer flusher and National Paving to me. If you had no contract for commissions for any definite length of time, an interesting point is, how many months or years a moral obligation lasts in which you are entitled to commission, particularly where no sale ever would have been made without Mr. Byers getting an absolute guarantee in writing for the sale of the bonds at



**Ed Fletcher Papers**

**1870-1955**

**MSS.81**

**Box: 2 Folder: 34**

**General Correspondence - Brown, Al**



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