

December
First
1935

Mr. Ralph Jenney,
Spreckels Building,
San Diego, California.

Dear Sir:

Inclosed herewith is a Release of
Mortgage to be signed by Mr. M. C. Healion and placed
in Escrow No. 62459 with the Southern Title Guaranty
Company.

Yours very truly,

CUYAMACA WATER COMPANY
By

EF

Suite 1029
Bank of America Building
San Diego California
July 21 1931

Col. Ed Fletcher,
Mr. F. M. White,
San Diego, California.

Re: White and Fletcher v. San
Diego Athletic Club

Gentlemen:

I have before me Col. Fletcher's letter of July 18,
1931, in which he states that Holliday of the Bank of America
says that the recently passed corporation law seriously affects
you, and that you ought to take some action before the effec-
tive date of the new law to protect yourselves on your liabil-
ity as endorsers.

Assuming that the liability of the members of San Di-
ego Athletic Club to you as guarantors has already accrued, we
have to determine whether or not the repeal of the existing
Code Section (Civil Code Section 322) will abrogate or nullify
the existing liability of the stockholders.

In this connection it seems well to consider here the
constitutional provision which was repealed November 4, 1930 by
the voters of this State, as well as the present Civil Code Sec-
tion 322 giving effect to the former constitutional provision,
which Code Section will also be repealed as of August 15, 1931.

The first paragraph of Section 3 of Article XII of our
California Constitution was as follows:

"Each stockholder of a corporation, or joint-stock
association, shall be individually and personally
liable for such proportion of all its debts and

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Assuming that the liability of the members of San Diego Athletic Club to you as guarantors has already accrued, we have to determine whether or not the repeal of the existing Code Section (Civil Code Section 322) will operate on liability of the existing liability of the stockholders.

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ALPH E. JENNEY
SAN DIEGO, CALIFORNIA

1 "liabilities contracted or incurred, during the
2 time he was a stockholder, as the amount of stock
3 or shares owned by him bears to the whole of the
4 subscribed capital stock, or shares of the cor-
5 poration or association. The directors or trus-
6 tees of corporations and joint-stock associations
7 shall be jointly and severally liable to the cred-
8 itors and stockholders for all moneys embezzled or
9 misappropriated by the officers of such corpora-
10 tion or joint-stock association, during the term
11 of office of such director or trustee."

12 Section 322 of the California Civil Code is as fol-
13 lows:

14 "Liability of stockholders. Each stockholder of
15 a corporation is individually and personally li-
16 able for such proportion of all its debts and li-
17 abilities contracted or incurred during the time
18 he was a stockholder as the amount of stock or
19 shares owned by him bears to the whole of the sub-
20 scribed capital stock or shares of the corporation.

21 "Any creditor of the corporation may institute joint
22 or several actions against any of its stockholders,
23 for the proportion of his claim payable by each,
24 and in such action the court must ascertain the
25 proportion of the claim or debt for which each de-
26 fendant is liable, and a several judgment must be
27 rendered against each, in conformity therewith.

28 "If any stockholder pays his proportion of any debt
29 due from the corporation, incurred while he was
30 such stockholder, he is relieved from any further
31 personal liability for such debt, and if an action
32 has been brought against him upon such debt, it
33 must be dismissed, as to him, upon his paying the
34 costs, or such proportion thereof as may be prop-
35 erly chargeable against him.

36 "The liability of each stockholder is determined by
37 the amount of stock or shares owned by him at the
38 time the debt or liability was incurred; and such
39 liability is not released by any subsequent trans-
40 fer of stock.

41 "The term stockholder, as used in this section, ap-
42 plies not only to such persons as appear by the
43 books of the corporation to be such, but also to
44 every equitable owner of stock, although the same
45 appears on the books in the name of another; and
46 also to every person who has advanced the install-
47 ments or purchase-money of stock in the name of a
48 minor, so long as the latter remains a minor; and
49 also to every guardian, or other trustee, who vol-
50 untarily invests any trust funds in the stock.

Trust funds in the hands of a trustee, or trustee, are not liable under the provisions of this section by reason of any such investment; nor must the person for whose benefit the investment is made be regarded as liable in respect to the stock itself as because of the fact that the trustee and the person whose investment is made are liable for the investment. Investment continues until that period.

"Stock held as collateral security, or by a trustee, or in any other representative capacity, does not make the holder thereof a stockholder within the meaning of this section, except in the case of a gift to a minor, or a change of an owner, or the death or identification of the corporation; and the liability of a person or estate representing the stockholder, as respects such liability, is deemed the stockholder's liability."

"In a corporation having no capital stock, each member is individually and generally liable for the equal share of its debts and liabilities, and similar actions may be brought against him, either alone or jointly with other members, or against each of them as by this section may be provided against one or more stockholders, and similar judgments may be rendered against the liability of each stockholder of a corporation formed under the laws of any other state or territory of the United States, or of any foreign country, and doing business within this state, as if he were the liability of a stockholder of a corporation organized under the constitution and laws of this state."

The weight of authority in the United States seems to be that in cases where the liability of stockholders is of a contractual nature (as it is in California), rather than of a penal nature, statutes repealing former provisions relating to the liability of stockholders shall not be construed as operating retroactively.

In accordance with this line of authority, it is proposed that you the following:

§ 330. Statutes or constitutional provisions amending or repealing former provisions relating to the liability of stockholders of a corporation for its debts, and increasing or diminishing the stockholders' liability in this respect, shall not be construed as operating retroactively, and especially as this principle is applicable to corporations...

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"pending at the time of the amendment or repeal. Any change in the pre-existing law governing the rights and liabilities of creditors of the stockholders must be construed as operating prospectively only. More particularly is this true where there is a general statutory provision to the effect that the repeal of a statute shall not affect any right which accrued under it, or where the repealing statute itself contains a provision of this nature. But a statute of this character may operate as to stockholders of an existing corporation, where the charter of the corporation provides that nothing contained in it shall exempt it from the operation of any general law."

Fletcher on Corporations, Vol. 6, page 76 et seq.
"The presumption is that all legislation is intended to act prospectively, and not retrospectively, and this applies to statutes imposing a liability upon stockholders, or altering or abrogating a liability previously imposed. But a statute will be given a retroactive effect when it is clear from its terms that the Legislature so intended. Retroactive statutes of a purely remedial nature do not impair vested rights, and have been held not to be repugnant to a constitutional provision prohibiting the passage of retroactive laws. A constitutional amendment abolishing an existing liability does not affect pending suits."

Fletcher on Corporations, Vol. 6, page 7169 et seq.
"When the liability imposed upon stockholders is contractual in its nature, the Legislature cannot take away or impair the right of existing creditors to resort to such liability, since to do so would impair the obligation of their contracts. But a statute imposing upon stockholders a penal liability for corporate debts, as distinguished from a contractual liability, is not within the protection of the contract clause of the Constitution, and may be repealed at any time, even as against existing creditors."

Fletcher on Corporations, Vol. 6, page 7229.
"If a charter, statutory or constitutional provision imposes an individual liability for corporate debts upon stockholders, not as a punishment for doing an act prohibited, or for omitting to do an act commanded, but merely for the purpose of doing away with the common-law exemption of stockholders from individual liability, in whole or in part, and affording additional security to creditors of the corporation, the liability thereby imposed is not penal, but contractual, in its nature. While it is true that the contract is made between the creditor and the corporation, still the stockholders, by becoming or being members of the corporation when a valid statutory, constitutional or charter provision expressly declares that they shall be individually liable for corporate debts, impliedly

PHILIP E. JENNEY
SAN FRANCISCO, CALIFORNIA

...agreed to become so liable to the extent prescribed. The liability, therefore, is not imposed upon them without their consent, but is the result of their agreement, and is contractual in its nature."

7 Ruling Case Law page 366. "A statute, or an ordinance of a state constitution, which repeals a former statute or constitutional provision making the stockholders individually liable for corporate debts, or which reduces the extent of the liability by amendment, is, as respects creditors whose debts were contracted prior to its passage, in derogation of the constitution of the United States, and void."

However, we should also consider the fact that our California Constitution specifically provides that the corporation laws "may be altered from time to time or repealed". See Section 1 of Article XII, which reads as follows:

"Section 1. Corporations may be formed under general laws, but shall not be created by special act. All laws now in force in the state concerning corporations, and all laws that may be hereafter passed pursuant to this section, may be altered from time to time or repealed."

The California Supreme Court, in the case of McGowan v. McDonald, 111 Cal. 57, giving effect to a like provision in the California Constitution of 1849, held that the Legislature and the people of the State had power to change the law as to liability of stockholders without violating the provision of the Constitution of the United States prohibiting impairment of the obligation of contracts.

In the McGowan case, however, there was an attempt to exempt the stockholders of a savings bank from personal and individual liability, which the Court held that the Legislature had no power to do either under the Constitution of 1849 or the present Constitution. Though the Constitution of 1849 contained substantially the same provision for stockholders' liability as

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V. Hilling Case Law page 888
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1 our present Constitution, there appears to have been no statu-
2 tory enactment for making such provision effective, and the Su-
3 preme Court of the State had previously held that such consti-
4 tutional provision was not self-executing. The question as to
5 whether Section 322 of the Civil Code, giving effect to the
6 stockholders' proportionate liability section in the Constitu-
7 tion of 1879, imposed an additional obligation on the stock-
8 holders was considered in the McGowan case just cited.

9 Since the constitutional provision for proportionate
10 stockholders' liability existed at all times referred to in this
11 case, and there was lacking during part of such time merely
12 Code provisions for the execution thereof, the case appears to
13 be distinguishable in principle from the present case involving
14 rights affected by the repeal of the law relating to such lia-
15 bility.

16 In the former case we may say that a new law provided
17 a means of enforcing an old and existing obligation, whereas, in
18 our present case, the new law provides that no new obligations
19 of such kind shall accrue after the effective date of the new
20 law.

21 The Act modifying the existing law does not purport to
22 nullify or abrogate rights of a contractual nature which have
23 already accrued, and in fact, the first section of the new Act
24 passed by the Legislature expressly states in part that
25 "the repeal effected by this Act shall not affect
26 the existence of any corporation form, nor impair
27 or take away any existing cause of action against
28 any corporation, its stockholders, directors or
29 officers, for any liability incurred prior to the
time when this Act shall go into effect."

E. JENNEY
SACRAMENTO, CALIFORNIA

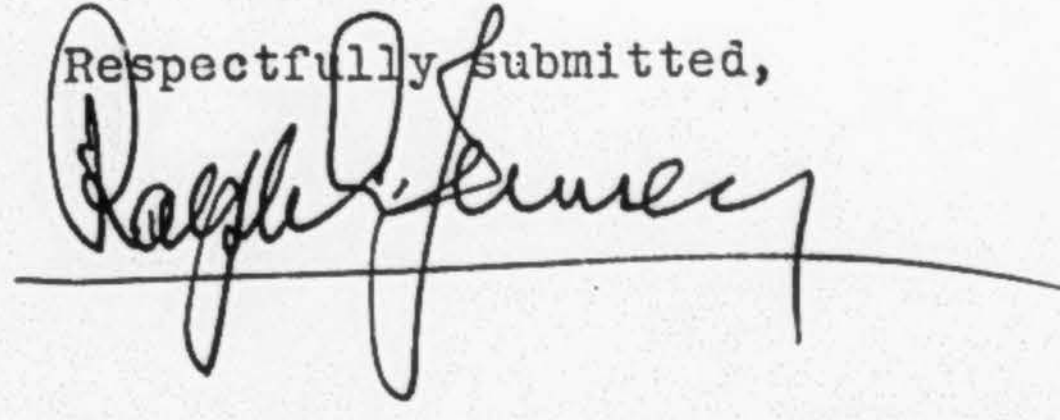
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whether Section 332 of the Civil Code, giving effect to the
stockholders' proportionate liability section in the Consti-
tution of 1879, imposed an additional obligation on the stock-
holders was considered in the Keweenaw case (last cited).
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stockholders' liability existed at all times referred to in this
case, and there was nothing during part of such time merely
of provisions for the exercise thereof, the case appears to
be distinguishable in principle from the present case involving
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of such kind shall accrue after the effective date of the new
law.
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to nullify or abrogate rights of a contract and statute which have
already accrued, and in fact, the first section of the new law
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"the repeal effected by this act shall not affect
the existence of any corporation, nor impair
or take away any existing cause of action against
any corporation, its stockholders, directors or
officers, for any liability incurred prior to the
time when this act shall go into effect."

PH. E. JENNEY
DIRECTOR, CALIFORNIA

1 You will note that at the beginning of this opinion
2 I have expressly assumed that the liability of the members of
3 the San Diego Athletic Club to you as guarantors had already
4 accrued. The object of this opinion has been, therefore, to
5 contradict an adverse opinion that you could not, after August
6 15, 1931, under this new statute of ours, hold, for stockhold-
7 ers' liability, any members of the San Diego Athletic Club.

8 It is my opinion that if you cause the stockholders'
9 liability to accrue prior to August 15, 1931, you may hold
10 these stockholders. The only way that you can cause this li-
11 ability to accrue is to have the banks demand payment from you
12 as guarantors of these notes, and then pay the notes either by
13 giving new notes, or otherwise. In this way you have suffered
14 a loss as guarantors as of the date of payment of the Athletic
15 Club notes, and the three-year Statute of Limitations on stock-
16 holders' liability will begin to run from that date.

17 Please understand that this opinion ignores the possi-
18 ble distinction heretofore pointed out to you between a guaran-
19 tor and a surety, and considers that your rights are defini-
20 tized and fixed upon payment of the notes. For our purposes
21 here that position is a proper one.

22 Respectfully submitted,
23 
24

25 REJ/ea.

Transcript from Minutes of Adjourned Regular Meeting of Board of Directors held on Monday, May 25, 1931:

"Mr. White offered his resignation as a member of the Board of Directors on account of anticipated absence from San Diego for some time, and suggested that Mr. Fletcher be placed on the Board in his place during his absence.

Mr. Brown moved that Mr. White's resignation as Director be accepted. Mr. Klicka seconded. Motion voted and carried.

Mr. Klicka nominated Mr. Ed Fletcher as Director to replace Mr. White."

Transcript from Minutes of Adjourned Regular Meeting of Board of Directors held on Monday, June 8, 1931:

"Notice having been mailed to all directors of the nomination by Mr. Cramer of Mr. George Barney as director, Mr. Rhoads moved that the election of director to replace Mr. White be proceeded with. Mr. Hall seconded. Motion voted and carried.

Mr. Parker stated that he felt it rather unfortunate that other nominations had been made, in view of Mr. White's statement on resigning, to the effect that he hoped the Board would elect Mr. Fletcher to take his place during his absence, and that since there had been no expression other than favorable by any of the directors present at the time Mr. White offered his resignation and made his request, it was his belief that this had indicated to Mr. White that his wish would be carried out. Mr. Parker further stated that he considered Mr. Barney one of his close personal friends and that he believed he would make a most capable director should he be elected.

Mr. Brown said that he thought the Board of Directors had made a great mistake in not having said something to Mr. White at the time of his resignation to the effect that if Mr. Fletcher were elected to the Board it might be a detriment on account of feeling on the part of a great many of our members of times expressed. Mr. Brown also said that if feeling were to enter into the affairs of the Board he personally preferred not to be a director. He said that he believed he would be serving the members of the Club better by voting for Mr. Barney than for Mr. Fletcher.

Mr. Cramer said that in his contact with the members of the Club he had gathered the impression that there was a lack of faith in Mr. Fletcher and that if he was going to serve on the Board he intended to serve the membership, since it was the money of the members which would have to be spent and only through their patronage could the Club be maintained.

Mr. Klicka remarked that in his opinion it was not a question of the merits of the nominees but of keeping faith with Mr. White, to whom the Club undoubtedly owes so much.

Mr. Easton said that he believed that Mr. White had unquestionably done, to the best of his ability, everything possible for the Club, and questioned whether it would be in order to elect Mr. White as President Emeritus of the San Diego Athletic Club.

Election by ballot was taken, with the following result:

Barney, 5 votes, Fletcher, 1 vote."

*Loretta Abrams
Asst. Secy.*

(copy)

July 3, 1931.

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

Dear Sir:

Reference is made to your letter of June 30, 1931, in which you request a complete history and record of each of the Athletic Club notes upon which F. M. White, R. T. Robinson, Jr., and yourself are joint or several endorsers or guarantors. Mr. Neil Brown, Chairman of the Executive Committee of the San Diego Athletic Club, has verbally authorized me to give you this information. I am sending a copy of this letter to him.

The following is information concerning the six notes which the San Diego Athletic Club owes to San Diego banks, having a total of \$48,504.00, and upon which one or more of the above named men are endorsers:

(1)

Note to Bank of America, Main Office, San Diego, - Balance	<u>11,690.00</u>
Endorsed by F. M. White, R. T. Robinson, Jr., Ed Fletcher	
Original note made on 12-30-27 for \$25,500.00,	21,500.00 ✓
Present note dated 6-22-29, due 9-20-29 - 1929-1930 payments on account	<u>9,810.00</u>
Balance at 6-30-31	<u>11,690.00</u>

(2)

Note to Security Trust and Savings Bank of San Diego - Balance	<u>11,872.00</u> ✓
Endorsed by F. M. White	
Original notes made in Jan. 1928 for	7,500.00
in Feb. 1928 for	17,500.00
in Apr. 1928 for	<u>25,000.00</u>
Total	50,000.00
Paid on account in 1928 - 1929 -	<u>5,000.00</u>
Balance (carried forward)	45,000.00

(Security Trust National Bank - Paid off \$23,000.00)
Paid out in cash + borrowed \$1500.00 from B of A. still due \$8142.00

(Copy)

July 3, 1931.

Colonel Ed Fletcher - 2

Balance (Brought forward)	45,000.00	
Trans to note of F. M. White and Ed Fletcher to Bank of America	15,000.00	
Trans. to note of San Diego Athletic Club to F.M. White	<u>8,000.00</u>	<u>23,000.00</u>
Present note dated 6-27-29, due 9-25-29, - 7%	22,000.00	
Paid on account in 1930	<u>10,128.00</u>	<u>11,872.00</u>

(3)

Note to First National Trust and Savings Bank of San Diego - Balance		<u>5,572.00</u>
Endorsed by F. M. White.		
Original note made in Feb. 1928 for 10,000.00		
Present note dated 8-29-29 due 2-16-30 - 6%	10,000.00	
Paid on account in 1930	<u>4,428.00</u>	<u>5,572.00</u>

(4)

Note to First National Trust and Savings Bank of San Diego - Balance		<u>5,572.00</u>
Endorsed by R. T. Robinson and Ed Fletcher		
Original note made in Feb. 1928 for \$10,000.00		
Present note dated 2-10-29, due 8-9-29 - 6% for	10,000.00	
Paid on account in 1930	<u>4,428.00</u>	<u>5,572.00</u>
Balance 6-30-31		

(5)

Note to First National Trust and Savings Bank of San Diego - Balance		<u>4,572.00</u>
Endorsed by R. T. Robinson and Ed Fletcher		
Original note made in Feb. 1928 for 10,000.00		
Present note dated 2-10-29, due 8-9-29 - 6% for		10,000.00
Paid on account in 1929	1,000.00	
Paid on account in 1930	<u>4,428.00</u>	<u>5,428.00</u>
Balance 6-30-31		<u>4,572.00</u>

(Copy)

July 3, 1931.

Colonel Ed Fletcher - 3

(6)

Note to San Diego Trust & Savings Bank - Balance		<u>9,226.00</u>
Original notes were made on 12-5-27 for	5,000.00	
and on 12-12-27 for	<u>15,000.00</u>	

The present note was dated 6-24-29, due 9-22-29 @ 6% for 17,000.00 and was endorsed by R. T. Robinson, Ed Fletcher and F. M. White - reduced by 1930 payments on account to balance of 9,226.00

In addition to the above you and Mr. White are signers on a note to the Bank of America, which has a balance of \$8,142.00. This note was originally for \$15,000.00, and was made in June, 1929, to reduce the indebtedness of the Club to the Security Trust and Savings Bank. This note draws 7% interest, and the last note of which I have record was dated October 29, 1930 and due April 27, 1931.

Mr. White accepted the notes of the Club in February, 1929, for \$5,000.00 and in April, 1929 for \$8,500.00, and in June 1929, for \$8,000.00. The first two notes were for cash advances to the Club, the third note was an advance by Mr. White for the purpose of reducing the note to the Security Trust and Savings Bank. The books of the Club show a note dated April 29, 1929, due April 29, 1930, interest 7%, present balance \$7,792.00. It is my remembrance that Mr. White's records show that this balance is correct but that he does not actually hold any note of the Club for this amount due him.

In connection with the 1929-1930 campaign for memberships, Mr. White advanced \$4,500.00 to Mr. George Parker as salary. On March 17, 1930, the Board of Directors authorized this amount to be refunded to Mr. White. During the year 1931 this account has been reduced in the amount of \$952.69, and on June 30, 1931, the balance due was \$3,547.31

Trusting that the above information will meet your requirements, I remain,

Very truly yours,

(Raymond M. Wansley)

Certified Public Accountant.

RMW:AD

9/5/29

Bal \$5142.00
Cash of F. M. White

July 25, 1931.

Mr. G. W. Price,
3343 - 4th Ave.,
San Diego, California.

Representing Richard T. Robinson, Jr

My dear Mr. Price:

Confirming our telephone conversation yesterday and agreement today that Mr. Robinson is to pay off his third of the obligations of the San Diego Athletic Club, and each party thereafter assuming his own obligations, following is a statement of same: Interest is figured to date of August 1st, the day that we would like to make the settlement:

Due First National Trust & Savings Bank	
Principal	\$4572.00
Int. to 8/1/31	<u>92.20</u>
Total	\$4664.20

Due First National Trust & Savings Bank	
Principal	\$5572.00
Int. to 8/1/31	<u>112.36</u>
Total	\$5684.36

Total of two notes at First National Bank \$10,348.56
Mr. Robinson's interest - one-half \$5174.28 ✓

San Diego Trust & Savings Bank	
Principal	\$9226.00
Int. to 8/1/31	<u>63.04</u>
Total	\$9289.04

6/19 -
Mr. Robinson's interest - one third \$3096.35 ✓

-2-

Due Bank of America	
Principal	\$11690.00
Int to 8/1/31	<u>74.04</u>
Total	\$11764.04

Mr. Robinson's interest - one-third \$3921.34 2919.⁴⁰

Note of Security Trust & Savings Bank,
dated April 24, 1929, endorsed by
White, Robinson and Fletcher, which
Fletcher and White had to pay \$23,000.00

Mr. Robinson's interest - one-third \$7666.66

We have this note duly assigned, in our possession. As agreed upon over the phone this morning, that you will clean everything thing up at once, my suggestion is as follows: You owe us \$7666.66 for the third of the Security Trust & Savings Bank note. You say you are going to pay cash, with the possible exception of the \$3,000 to the San Diego Trust & Savings Bank. Mr. Robinson's owes the First National Trust & Savings Bank \$5174.28 and my share is the same. Deducting this amount from what Mr. Robinson owes on the \$23,000 note above mentioned, which we have paid to the Security bank, leaves a balance of \$2492.38. We wish your check for same, Mr. Robinson paying off all of the First National Bank indebtedness.

I have just had a talk with the Bank of America and find them in a very friendly mood. They will let me know finally Monday next just what we can do in segregating our liabilities.

Yours very truly,

(signed) ED FLETCHER

EF:M

August 27, 1931.

Memorandum Mr. Jenney to Col. Fletcher:

Please fill in date under 1st, and check accrued interest on 1st to 7th, both inclusive, making corrections where necessary and notify me of the corrections so that my office copy may be made identical.

Follow carefully instructions in letter of August 26. Original copy for Athletic Club Minutes, second copy to be certified by Club Secretary.

RESOLVED, THAT WHEREAS, San Diego Athletic Club has heretofore, from time to time, borrowed moneys from various banks in the City of San Diego, California, and has executed and delivered to each of said banks its good and sufficient promissory note for the amount borrowed; and

WHEREAS, certain of said notes so given to said banks have been unconditionally guaranteed by F. M. White, Richard T. Robinson, Jr. and/or Ed Fletcher, and whenever more than one of said names appear as guarantors such guarantee has been joint and several; and

WHEREAS, prior to the 6th day of August, 1931, there were outstanding certain particular notes of this Club, namely:

1st: Note No. 21286 to Security Trust and Savings Bank of San Diego, dated April 24, 1929, due July 23, 1929, in the principal sum of \$23,000.00; which said note was jointly and severally unconditionally guaranteed by Ed Fletcher, F. M. White and Richard T. Robinson, Jr.; the balance due thereon as of said date being \$10,515.60, together with accrued interest thereon from the day of _____, 1931; which said note was theretofore assigned and delivered by said Security Trust and Savings Bank of San Diego to one K. L. May.

2d: Note No. 13065 to San Diego Trust & Savings Bank, dated June 24, 1929, due September 22, 1929, in the principal sum of \$17,000.00; which said note was jointly and severally unconditionally guaranteed by F. M. White, Richard T. Robinson, Jr. and Ed Fletcher; the

Handwritten notes:
\$8142.00
7/27 to 10/26
7%
6/142.49

balance due thereon as of said date being \$9226.00, together with accrued interest thereon from the 23d day of June, 1931. *OK-58.44*

to 7/
3d: Note No. 37126 to Bank of Italy (now Bank of America National Trust and Savings Association), dated June 22, 1929, due September 20, 1929, in the principal sum of \$21,500.00; which said note was jointly and severally unconditionally guaranteed by F.M. White, Richard T. Robinson, Jr. and Ed Fletcher; the balance due thereon as of said date being \$11,690.00, together with accrued interest thereon from the 24th day of ~~July~~, *June* 1931. *\$68.20*

4th: Note No. 24161 to The First National Trust & Savings Bank of San Diego, dated February 10, 1929, due August 9, 1929, in the principal sum of \$10,000.00; which said note was jointly and severally unconditionally guaranteed by Ed Fletcher and Richard T. Robinson, Jr.; the balance due thereon as of said date being \$4572.00, together with accrued interest thereon from the 4th day of April, 1931.

5th: Note No. 24160 to The First National Trust & Savings Bank of San Diego, dated February 10, 1929, due August 9, 1929, in the principal sum of \$10,000.00; which said note was jointly and severally unconditionally guaranteed by Ed Fletcher and Richard T. Robinson, Jr.; the balance due thereon as of said date being \$5572.00, together with accrued interest thereon from the 4th day of April, 1931.

6th: Note No. 29895 to The First National Trust & Savings Bank of San Diego, dated August 20, 1929, due February 16, 1930, in the principal sum of \$10,000.00; which said note was unconditionally guaranteed by F. M. White; the balance due thereon as of said date being \$5572.00, together with accrued interest thereon from the 15th day of March, 1930.

7th: Note No. 21826 to Security Trust & Savings Bank of San Diego, dated June 27, 1929,

due September 25, 1929, in the principal sum of \$22,000.00; which said note was unconditionally guaranteed by F. M. White; the balance due thereon as of said date being \$11,872.00, together with accrued interest thereon from the 23d day of June, 1931.

and

WHEREAS, the owners and holders of said above indicated notes have heretofore, to-wit, on or about the 1st day of August, 1931, demanded of each of the respective guarantors of said notes, respectively, that immediate payment be made of the principal sum thereof and accrued interest to date of payment; and

WHEREAS, in response to said demand of the owners and holders of each of said items, said guarantors have paid each and every such item in full, together with the accrued interest thereon to such date of payment; and

WHEREAS, under date of August 7, 1931, said guarantors, and each of them, did notify this Club of the foregoing facts and of such demand and payment by them, and did demand repayment by this Club of an amount equal to the balance unpaid on each of said notes, together with accrued interest thereon at the rate indicated in each of said notes to date of repayment;

NOW, THEREFORE, this Club gratefully acknowledges its obligation to each of said guarantors

for such guarantee and payment, as heretofore in this resolution indicated, acknowledges the correctness of the balances and accrued interest indicated in this resolution, and agrees to repay said guarantors as soon as practicable;

RESOLVED FURTHER, that in the event an exact audit should indicate that these items of accrued interest are not exact, the correct amount of such accrued interest, or the date to which the same has been paid, be corrected to reflect the fact in each case.

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO)^{ss}

I, _____, being the duly elected and acting Secretary of SAN DIEGO ATHLETIC CLUB, a California corporation, do certify that the above is a full, true and correct copy of a resolution passed at a _____ meeting of the Board of Directors of said corporation held on the _____ day of _____, 1931, at which meeting a majority of the Directors was present. I further certify that said resolution has not since been revoked.

Secretary of San Diego Athletic Club

Subscribed and sworn to before me
this ____ day of _____, 1931.

Notary Public in and for said
County and State

October 19, 1931.

Board of Directors,
San Diego Athletic Club,
San Diego, California.

Gentlemen:

Enclosed find statement of interest to October 27, 1931 on the notes Mr. White, Mr. Robinson and I have guaranteed. We have figured the interest on all notes to the same date so as to make it convenient to figure hereafter.

I am acting for Mr. White, as his agent, but understand Mr. Robinson is presenting his own bill. We have borrowed most of this money and the notes come due on the 26th and 27th of this month, therefore we would appreciate it if you would send us your check before the end of this week without fail, all as per our bill of October 19th herewith enclosed.

This does not include the interest due Mr. White personally on his own notes. I am not handling that at this time. I am enclosing one separate bill for \$136.52 for interest from April 2 to August 6th to the First National Trust & Savings Bank, which they advise has not been paid.

The interest is all figured at 7 percent as this is what we have to pay now, with one exception and that will be increased to 7 percent I understand.

There may be some mistake and the bill does not include all of the interest. Mr. White is in the East, but if you find it does not include all the interest due have your new auditor figure it out and see that we are sent a check for same, and if there is any error in this bill we will correct same.

Yours very truly,

EF:KLM

San Diego California
October 19, 1931

San Diego Athletic Club

to Ed Fletcher, Agent

Interest on \$5572.00 note to First National Trust
& Savings Bank of San Diego

April 2, 1931 to August 6, 1931 \$136.52

San Diego, California,
October 19, 1931.

SAN DIEGO ATHLETIC CLUB

to ED FLETCHER, AGENT

✓ Interest \$8142.00 note to Bank of America 7/27/31 to 10/26/31	\$144.03
✓ Interest \$11,690 note to Bank of America 7/29/31 to 10/26/31	202.50
✓ Interest \$9226.00 note to San Diego Trust & Savings Bank 7/29/31 to 10/26/31	159.66
✓ Interest \$4572.00 note to First National Bank 8/6/31 to 10/26/31	72.01
✓ Interest \$5572.00 note to First National Bank 8/6/31 to 10/26/31	87.76
Interest \$5572.00 note to First National Bank 8/6/31 to 10/26/31	87.76
Interest \$11,372.00 note to Security Trust & Savings Bank 8/6/31 to 10/26/31	136.93

Handwritten notes and calculations:

~~\$2000.00~~
~~\$5000.00~~

\$15000.00

\$8142.00
8000.00

719
8142.00

8142.00
8000.00
16142.00
6858.00

23000.00

8000.00

7666.66
7666.66
15333.32

5380.00

San Diego, California
October 19, 1931.

San Diego Athletic Club

to Ed Fletcher, Agent for F. M. White
Ed Fletcher

Interest on the obligations paid by the Guarantors on the San Diego Athletic Club obligations

✓ Bank of America — Note for \$3142.00 7% interest — *White Robinson*
Interest 7/27/31 to Oct. 27/ 1931 \$145.66

.. Bank of America —
2/3d note for \$11690.00 *White Robinson & Ed F*
68.20 accrued int to 7/29/31
11758.20 = \$7838.80
✓ Interest 7/29/31 to 10/27/31 - 7% 137.05

✓ San Diego Trust & Savings Bank Note for \$3226. *Robinson*
Accrued interest to 7/29/31 58.44
\$9284.44 *Fletcher & W*
2/3ds interest 6189.62
Interest 7/29/31 to 10/27/31 103.33

First National Trust & Savings Bank Note for \$4572.00 *Robinson & F*
" " 5572.00
10144.00
Accrued interest to 8/1/31 204.56
10348.56
1/2 interest 5174.28
Interest 8/1/31 to 10/27/31 88.54 *White*

* First National Trust & Savings Bank Note for \$5572.00 *White*
Interest 8/6/31 to 10/27/31 88.84 *W only*

Security First & Savings Bank. Note for \$11,372.00 *White*
Interest 8/6/31 to 10/27/31 189.30 *W only*

\$757.72

BANK OF AMERICA

Re \$23000.00 note endorsed by White, Fletcher and Robinson at Security Tr. & Savings Bank
Mr. White paid cash \$8,000.00
Mr. Fletcher and Mr. White borrowed
from Bank of America \$15,000. 15,000.00 \$23,000 paying note in full.

San Diego Athletic Club paid as follows on the
\$15,000 note On Apr. 2, 1930 the balance was \$12,930.00
paid between 4/2/30 and 7/1/30 \$2142.00, Bal. 10,788.00
paid July 18, 1930 by Club \$1008
" Aug. 22, 1930 " " 1008
" Sept. 26, 1930 " " 630.
2646 Balance .. \$8142.00

This note has been renewed from time to time, the last renewal being made July 27, 1931 - due Oct. 26, 1931

The San Diego Athletic Club owes \$8000.00 to Mr. White personally and \$8142.00 to the Bank of America, on the notes endorsed by Mr. White and Mr. White. As the Club reduced the \$23,000 indebtedness by \$6858.00, Mr. Robinson who was one of the three endorsers on the Security note, is liable for one-third of the \$16,142.00 or \$5380.66, instead of one-third of the original note for \$23,000.00. This amount is due to Messrs. White and Fletcher personally.

BANK OF AMERICA

Re: note for \$11,690.00. This note endorsed by Messrs. White, Fletcher and Robinson When notes were separated in July, the accrued interest to July 29, 1931 amounted to \$68.20, making a total of \$11,758.20.

Mr. White and Mr. Fletcher signed a new note for two-thirds of that total, or \$7838.80. Mr. Fletcher secured this note by Ingraham and Bailey' contracts.

SAN DIEGO TRUST & SAVINGS BANK

The original note was for \$20,000. Reduced to \$9226. Endorsed By White, Fletcher and Robinson. When the notes were segregated in July, the accrued interest to July 29th was \$58.44 making a total of \$9284.44. Mr. Fletcher and Mr. White signed a new note for two-third of that total, or \$6189.62.

BANK OF AMERICA

Re \$23,000.00 note endorsed by White, Fletcher and Robinson at Security Tr. & Savings Bank
Mr. White paid cash \$8,000.00
Mr. Fletcher and Mr. White borrowed
from Bank of America \$15,000. 15,000.00 \$23,000 paying note in full.

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2646

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When the notes were segregated in July, the accrued interest to July 29th was \$58.44 making a total of \$9284.44. Mr. Fletcher and Mr. White signed a new note for two-third of that total, or \$6189.62.

El Cortez

FRANK CUMMINGS, JR.
MANAGER

SAN DIEGO,
CALIFORNIA



Oct. 20th 1931.

Col. Ed. Fletcher,
1020 Ninth Street,
San Diego, Calif.

My dear Colonel:-

On August first of this year I gave you my personal note in the sum of \$7,666.66 representing, so far as I then knew, my share (one-third) of a \$23,000.00 note of the San Diego Athletic Club to the Security Trust & Savings Bank on which you, White and I were guarantors, and which on the bank's demand was taken over by you and White in June 1929.

An unfortunate error occurred in determining the amount of my obligation. The Club records show they paid off a total of \$6,858.00 on the note subsequent to your taking it over, reducing the net balance to \$16,142.00. My share should have been based upon the lesser sum rather than the original \$23,000.00. My note should have been drawn for \$5,380.66 instead of \$7,666.66.

When it is due for payment on October twenty-seventh next both principal and interest must be recognized accordingly.

Respectfully yours,

Copy to Trustee
" " Bank of America

Fletcher Company

1020 NINTH AVENUE
SAN DIEGO, CALIFORNIA

November 3d, 1931.

Board of Directors,
San Diego Athletic Club,
San Diego, California.

Gentlemen:

In order to clear up a possible misunderstanding on the part of several members of the Athletic Club, not directors, and as a matter of record, this is to advise you that Messrs. White, Robinson and myself, on demand of the banks, paid the balance due on all of the notes of the Club which we had signed as guarantors.

Following is the dates of payment:

\$23,000 note of Security Trust & Savings Bank.

X Aug. 12, 1929 \$8,000 was paid by cash by ~~Mr. White~~. On the same date Mr. Fletcher and Mr. ~~Fletcher~~ borrowed \$15,000 from the Bank of America which they paid to the Security Trust & Savings Bank, paying off the \$23,000 note at the Security Bank in full.

The San Diego Athletic Club has paid \$6858.00 on the White-Fletcher note at the Bank of America, leaving a balance still due of \$8142.00.

San Diego Trust & Savings Bank - notes originally amounted to \$20,000 which were endorsed by Messrs. White, Robinson and Fletcher. These notes were reduced to \$9226.00, and on July 29, 1931 this amount was paid by guarantors.

Bank of America - The original note was for \$25,500.00. It was reduced by principal payments to \$11,690.00, and on July 29, 1931 was paid off by guarantors.

First National Trust & Savings Bank -

Note for \$10,000.00 endorsed by Messrs. Robinson and Fletcher. Reduced to \$5,572.00. Paid off by guarantors on Aug. 1st, 1931

Note for \$10,000 endorsed by Messrs. Robinson and Fletcher. reduced to \$4,572.00. Paid off by guarantors on Aug. 1st, 1931.

October 23, 1931.

Members of the Board of Directors
of the
San Diego Athletic Club,
San Diego, California.

Gentlemen:

It is my understanding that the First Securities Company and/or Security-First National Bank of Los Angeles, who heretofore purchased the first mortgage bonds of the Athletic Club, recently agreed verbally that the Club could proceed to operate and to pay its current bills without immediately applying any of its cash resources on account of the payment of principal and/or interest on these first mortgage bonds.

In other words, the bank insofar as these bonds were concerned, and acting on behalf of its customers, the bond holders, granted to the Club a temporary moratorium.

It is my further understanding that no agreement was made between the Club and said bank that the Club would not pay interest upon its outstanding bank notes as the same accrued.

The Club now has funds available for this purpose but you gentlemen are fearful that there may be individual or personal liability on your part to said bank or securities company, in the event the Club pays the interest on certain notes heretofore given to San Diego banks and heretofore taken up by Messrs. White and/or Fletcher as guarantors.

In consideration of the payment by said Club of the interest on said obligations, the undersigned hereby agrees to hold the members of the Board of Directors of the San Diego Athletic Club free and clear of any personal liability on account of such payment to me.

Yours truly,

First National Trust & Savings Bank

Note for \$10,000 endorsed by F. M. White. Reduced to \$5,572 and paid off by Mr. White at the First National Bank on 4/3/31.

Security-Trust and Savings Bank of San Diego -

Note for \$22,000.00. Reduced by payments on account to \$11,872.00. Paid by Mr. White On 8/17/31.

+

All of the above mentioned notes of the Club on which we were guarantors have been paid off in full and are now in possession of Mr. Ralph E. Jenney.

Yours very truly,

EF:KLM

San Diego, California,
November 5, 1931.

The First National Trust and Savings Bank of San Diego, as Trustee under the terms and conditions of its Trust No. 5138.

Gentlemen:

Under the terms of that certain Agreement and Declaration of Trust dated August 1, 1931, known as Trust No. 5138, and under which Richard T. Robinson, Bank of America National Trust and Savings Association, San Diego Trust & Savings Bank and Ed Fletcher are beneficiaries, you are holding among other assets 400 shares of Nash Motors and 450 shares of Simmons Company Common stocks. The purpose of said Trust, among other things, was to secure the payment of certain obligations to the above named beneficiaries.

The said Trust recites that Richard T. Robinson, the Trustor, is obligated to Ed Fletcher, the undersigned, in the principal sum of \$7,666.66, with interest at 6% from August 1, 1931. Said principal sum of \$7,666.66 has been reduced by mutual agreement, as it was an error. The correct amount of said principal obligation is today \$5,380.66, together with interest at 6% per annum from August 1, 1931.

This will, therefore, serve as your authority to pay to me out of the proceeds of the sale of the above mentioned stock the sum of \$5,380.66, with interest as aforesaid to date of payment, in full satisfaction of all my rights and interests as beneficiary under said Trust No. 5138.

Yours very truly,

July 9, 1932

Mr. Ed Hodge, Vice president,
Bank of America,
San Diego, California.

My dear Ed:

Confirming our telephone conversation today,
the San Diego Athletic Club owes F. M. White, Dick Robinson and me
\$80,000 or \$70,000. We owe the following to the banks:

Bank of America ----- \$2668.99 plus interest from May 10, 1932
Note dated May 10, 1932

Bank of America ----- 7778.79 plus interest from April 25, 1932
Note dated April 25, 1932

San Diego Trust & Savings Bank ----- \$11,872.00 plus interest from 4/25/32
Note dated October 17, 1931

Mr. F. M. White owes the Security Trust & Savings Bank \$11,872.00
and I owe the First National Trust & Savings Bank \$5250.00.

Mr. White and I, covering our two-thirds interest
are giving an order on the San Diego Athletic Club to pay these amounts
pro rata as the revenue and voluntary assessments come in. I have not
consulted the other banks yet but assume that this arrangement will be
satisfactory with them, as we want all of the banks treated alike.
I have sent Mr. White an order on the San Diego Athletic Club as above
mentioned for his approval and signature.

Yours very truly,

EF:ALN

MAILED IN POST
OFFICE OF THE
CITY OF SAN DIEGO

July Eighteenth
1 9 3 2

San Diego Athletic Club
San Diego, California

Gentlemen:

As the money is available from collections and voluntary
assessments, will you please pay, pro rata, and charge to our
account, the following notes and interest:

Bank of America -- Principal \$2668.99, plus interest from May 10, 1932

Principal \$7778.79, plus interest from April 25, 1932

San Diego Trust & Savings Bank -- \$6129.62, plus interest from April 25, 1932

First National Trust & Savings Bank -- \$5250.00 plus interest from May 1st, 1932

Security Trust & Savings Bank -- \$11872.00, plus interest from May 4, 1932

until such notes and interest are paid in full, the money paid to apply
to the notes due the banks signed by the San Diego Athletic Club and
which we were forced to pay on demand of the banks.

When the notes first above described are paid in full any
money coming shall be paid to Ralph Jenney or order.

Yours truly,

E. H. Hatcher

F. M. White

EF:ASK

November Twenty-first
1 9 3 2

San Diego Athletic Club
San Diego, California

Attention Mr. Horace E. Rhoades, President

Friend Rhoades:

The Bank of America have filed suits against Mr. White and I on the Athletic Club notes and other suits as well. Mr. White has admitted that he is unable not alone to pay a dollar but is several hundred thousand dollars in debt so the entire obligation to all the banks rests on me.

I am making one more request for a list of the names of the members of the San Diego Athletic Club so I may write a letter to them asking for a voluntary assessment.

I cannot pay the Athletic Club notes and those responsible must pay.

I would like one final conference with the board of directors of the Athletic Club and the committee of the San Diego club before taking action to protect my interest. Any action I take will only refer to the obligations which I have had to assume covering the \$125,000 worth of notes that Mr. White, Mr. Robinson and I signed on or about the time the club opened its doors.

Any matters between you and Mr. White need not be brought in to discussion and will not be brought into the litigation if we are forced so to take action. I sincerely trust this will not occur.

Yours very truly,

EF:ASK



THE SAN DIEGO CLUB

1250 SIXTH AVENUE
SAN DIEGO, CALIFORNIA

November 23, 1932.

Col. Ed. Fletcher,
1020-9th Ave.,
San Diego, Calif.

Dear Colonel Fletcher:-

Replying to your kind favor of November 21st, the next meeting of the Board of Directors of the San Diego Athletic Club will be held on Monday evening, December 5th, at 5 o'clock p.m. in THE SAN DIEGO CLUBHOUSE.

You are extended a cordial invitation to meet with the Directors, and I will also call a meeting of the Advisory Committee to meet with the Athletic Club Board of Directors at the same time, in compliance with your request.

With kind regards, I am

Yours very truly,

H. E. RHOADS, President,
THE SAN DIEGO CLUB.



HEAR: CCB

November 23, 1932

To Fellow Members,
San Diego Athletic Club,
San Diego, California.

You are probably not aware of it, but at or about the time the San Diego Athletic Club opened its doors, Mr. Robinson, White and I signed endorsed notes to the extent of \$125,000.00, so that the Club might open its doors. The following refers only to the notes.

I borrowed from the Bank when the San Diego Athletic Club opened to complete its building. Those notes were paid down to roughly fifty odd thousand dollars, plus interest. (To be checked).

Messrs. Robinson, White and I have been compelled to pay off these notes on demand of the Bank as guarantors. Mr. Robinson has paid his obligations in full. Mr. White has lost his entire fortune of between one and two million dollars and is utterly unable to even keep up the interest on the money we borrowed from the Banks to pay the Athletic Club notes. The money coming to Messrs. White and Fletcher as guarantors of these notes amounts to two-thirds of the total amount, or _____.

Owing to the fact that I have recently been sued by one of the banks in the sum of nearly eleven thousand dollars on account of moneys borrowed to pay Athletic Club notes, signed by Messrs. White and myself, and also a threatened suit by another bank in like amount, the time has come when I need financial assistance more than ever before in my history in San Diego.

I do not want to do anything that will hurt the new Club, and I think that Mr. Rhoads and his committee have done a remarkable work, and I am writing this letter to you in a confidential way, asking that you, as a Member of the Club, pay your proportion of the indebtedness covering the above mentioned notes to Mr. White and myself, the approximate amount being \$ _____.

As guarantors, Messrs. Ralph Jenny, Curtis Hillyer, have stated that the legal liability exists and does not expire until a year from last August. I am appealing to you whether that is true or not. The moral obligation exists and if you can at this time pay this amount, Messrs. White and myself will give a receipt in full for any and all obligations that you owe us in connection with this indebtedness, above mentioned. The receipt of this money at this critical time will be deeply appreciated.

Sincerely yours,

November 25, 1932.

To Fellow Members,
San Diego Athletic Club,
San Diego, California.

Dear Fellow Member:

At the time the San Diego Athletic Club completed its building it owed approximately \$125,000 which it borrowed from the San Diego banks to complete the initial payment, so that the Club might open its doors.

The banks would not loan the money to the Club except with the endorsement of Messrs. Robinson, White and myself as guarantors.

There remains unpaid on those original notes the sum of \$ _____ and interest amounting to approximately \$ _____, which Messrs. Robinson, White and I have been compelled to pay on demand of the banks, as guarantors.

Mr. Robinson has paid his one-third of the obligation in full. Mr. White and I paid a part of this money but had to borrow from the banks, putting up security, and there still remains unpaid, which Mr. White and I must pay, approximately the sum of \$ _____.

Mr. White has lost his entire fortune, owes several hundred thousand dollars, as well, and is a very sick man, living in New York, and is utterly unable even to keep up his interest on these notes, to say nothing of paying principal.

The result is that the entire obligation is falling on me and the burden is hard to bear.

One bank has already filed suit against me for nearly \$11,000, which money was used to pay off the Athletic Club notes. I have put up several times the amount in security and temporarily extended the loan. Another bank is now threatening suit in excess of \$11,000.

The money coming to Messrs. White and Fletcher as guarantors of these notes amounts to $\frac{2}{3}$ of the total amount, or \$ _____. The time has come when I need financial assistance more than ever before in my history in San Diego.

I do not want or intend to do anything that will hurt the new club. Mr. Rhoads and his committee have done a remarkable work in the organization of the San Diego Club. I do not know another man who would give his time and ability as Mr. Rhoads has done.

I am writing this letter to you in a confidential way, asking that you, as a member of the club, pay your proportion of the indebtedness to Messrs. White and Fletcher covering the above mentioned notes, the approximate amount of your proportion being \$_____.

Messrs. Ralph Jenney and Curtis Hillyer have stated that your legal liability as a stock holder of the San Diego Athletic Club exists and does not expire until a year from next August. I am now appealing to you to pay at this time this amount. Mr. White and myself will give you a receipt in full for your obligation on these notes.

The receipt of this money at an early date at this critical time will be deeply appreciated. If you cannot give me a check for the entire amount, I would appreciate a monthly payment until paid.

Yours very truly,

EF/RC

NOVEMBER 28, 1932

November 28, 1932.

To Fellow Members,
San Diego Athletic Club,
San Diego, California.

Dear Fellow Member:

At the time the San Diego Athletic Club completed its building it owed approximately \$125,000 which it borrowed from the San Diego banks to complete the initial payment, so that the Club might open its doors.

The banks would not loan the money to the Club except with the endorsement of Messrs. Robinson, White and myself as guarantors.

There remains unpaid on these original notes the sum of \$_____ and interest amounting to approximately \$_____, which Messrs. Robinson, White and I have been compelled to pay on demand of the banks, as guarantors.

Mr. Robinson has paid his one-third of the obligation in full. Mr. White and I paid a part of this money but had to borrow from the banks, putting up security, and there still remains unpaid, which Mr. White and I must pay, approximately the sum of \$_____.

Mr. White has lost his entire fortune, owes several hundred thousand dollars, as well, and is a very sick man, living in New York, and is utterly unable even to keep up his interest on these notes, to say nothing of paying principal.

The result is that the entire obligation is falling on me and the burden is hard to bear.

One bank has already filed suit against me for nearly \$11,000, which money was used to pay off the Athletic Club notes. I have put up several times the amount in security and temporarily extended the loan. Another bank is now threatening suit in excess of \$11,000.

The money coming to Messrs. White and Fletcher as guarantors of these notes amounts to two-thirds of the total amount, or \$_____. The tide has come when I need financial assistance more than ever before in my history in San Diego.

San Diego Athletic Club Members

-2-

I do not want or intend to do anything that will hurt the new club. Mr. Rhoads and his committee have done a remarkable work in the organization of the San Diego Club. I do not know another man who would give his time and ability as Mr. Rhoads has done.

I am writing this letter to you in a confidential way, asking that you, as a member of the club, pay your proportion of the indebtedness to Messrs. White and Fletcher covering the above mentioned notes, the approximate amount of your proportion being \$_____.

Three of our most prominent attorneys in the city who have investigated the matter, have stated that a legal liability as a stockholder of the San Diego Athletic Club exists and does not expire until a year from next August, but it is not my desire or intention to file suit. This letter is simply an appeal for each stockholder to pay his proportionate share of this loss.

Anyone paying will receive from Mr. White and myself a receipt in full for his obligation on these notes.

The receipt of this money at an early date at this critical time will be deeply appreciated. If you cannot give me a check for the entire amount, I would appreciate a monthly payment until paid.

Yours very truly,

MF/RC

Post Office Department
OFFICIAL BUSINESS
REGISTERED ARTICLE
No. 61486
INSURED PARCEL
No. _____

PENALTY FOR PRIVATE USE TO AVOID PAYMENT OF POSTAGE, \$300

POSTMARK OF DELIVERING OFFICE
AIR-MAIL OFFICE
SAVES TIME
AND DATE OF DELIVERY

Return to Ed Fletcher Co.
(NAME OF SENDER)
Street and Number, } Box 1412
or Post Office Box, }

SAN DIEGO,

JAN 12 430 PM 1933
SAN DIEGO CALIF.

January Eleventh
1 9 3 3

San Diego Athletic Club
San Diego
California

Gentlemen:

As a shareholder of San Diego Athletic Club and its successor corporation, I hereby make demand for inspection of the Share Register of San Diego Athletic Club, a corporation, for the purpose of ascertaining the total number of shares issued and the names of the shareholders and the number and classes of shares held by each and the number and date of certificates issued for the same and the number and date of cancellation of certificates surrendered for cancellation.

My purpose in obtaining this data is to determine my proportionate liability on notes executed by said corporation, in order that I may communicate with those liable with me in the effort to work out a plan to avoid enforcement of stockholders' liability against myself and others similarly situated.

This demand is made pursuant to Sections 354, 355 and 357 of the Civil Code of the State of California, and I hereby delegate Raymond Wansley as my agent to make such inspection and to make extracts from such records.

I would be glad to have you arrange directly with him a convenient time for such examination, not later, however, than the 16th day of January, 1933.

Yours very truly,

EF:ASK

Receipt for Registered Article No. 61486
Registered at the Post Office indicated in Postmark

Fees paid 15 cents Class postage 1
Return Receipt fee 3 Spl. Del'y fee _____
Delivery restricted to addressee: _____

in person _____ or order _____
Accepting employee will place his initials in space
indicating restricted delivery. B

POSTMASTER, per _____ (MAILING OFFICE)

The sender should write the name of the addressee on back hereof as an identification. Preserve and submit this receipt in case of inquiry or application for indemnity.
Registry Fees and Indemnity.—Domestic registry fees range from 15 cents for indemnity not exceeding \$50 up to \$1 for indemnity not exceeding \$1,000. The fee on domestic registered matter without intrinsic value and for which indemnity is not paid is 15 cents. Consult postmaster as to the specific domestic registry fees and as to the registry fees chargeable on registered parcel-post packages for foreign countries. Fees on domestic registered C. O. D. mail range from 25 cents to \$1.20. Indemnity claims must be filed within one year (C. O. D. six months) from date of mailing.

Form 3305 (Rev. 7-1-29) U. S. GOVERNMENT PRINTING OFFICE: 1933

(POSTMARK OF)
SAN DIEGO
JAN 11
REGISTERED

the original

January Eleventh
1 9 3 3

San Diego Athletic Club
San Diego
California

Gentlemen:

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Yours very truly,

EF:ASK

24319
RETURN RECEIPT

Received from the Postmaster the Registered or Insured Article, the original of which appears on the face of this Card.

7-22
S D Ath Club
(Signature or name of addressee.)

Belles
(Signature of addressee's agent.)

of delivery JAN 21 1933 193
8311 JAN 12 1933



THE SAN DIEGO CLUB

1250 SIXTH AVENUE
SAN DIEGO, CALIFORNIA

May 6, 1941

Senator Ed Fletcher,
State Senate,
State Capitol,
Sacramento, California.

Dear Senator Fletcher:

Thank you very kindly for your courtesy in sending me the handbook on the 54th Session of the California Legislature. This will be very handy for reference here, and I appreciate your courtesy in sending same.

I also acknowledge receipt of your tear sheets from the SENATE DAILY JOURNAL of May 1st, 1941 and have read the communications as shown on pages 1448, 1449 and 1450. Want to congratulate you on your firm stand. You are absolutely right, and we are all behind you 100% in your attitude on this subject. Because you are absolutely right, and when you know that you are right, as you are in this case, you have nothing to fear.

With kind personal regards, I am

Yours very truly,

H. E. RHOADS, President
THE SAN DIEGO CLUB.

RESOLUTION IN MEMORY OF COL. ED FLETCHER

At the regular monthly meeting of the Board of Directors of the SAN DIEGO CLUB held in the offices of the Club on Monday, October 24, 1955, it was determined;

THAT WHEREAS, COL. ED FLETCHER, in addition to the too numerous to mention contributions made by him to the community of San Diego, has also contributed to the welfare and historical background of the SAN DIEGO CLUB, being one of its founders and first President; and

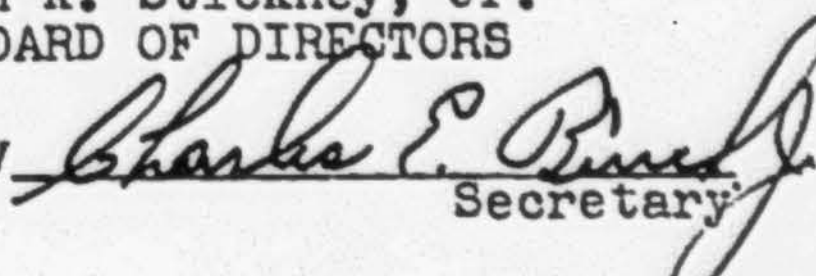
WHEREAS, it is the combined desire of the present Directors assembled to express by this memorial their appreciation for the personal contribution made by COL. FLETCHER in this regard;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the SAN DIEGO CLUB, both on its own part and in behalf of the Club, hereby permanently records in the Minutes of the SAN DIEGO CLUB its expression of deep appreciation for the many acts performed by COL. ED FLETCHER on behalf of the SAN DIEGO CLUB and his unfailing enthusiasm and faith in the purposes and goals of the Club; and

BE IT FURTHER RESOLVED, that a copy of this resolution of appreciation be sent to the family of COL. ED FLETCHER as a token of this appreciation.

ADOPTED by the unanimous approval of the Board of Directors this 24th day of October, 1955.

Anderson Borthwick
Charles E. Burch, Jr.
F. F. Evenson
Walter A. Folcke
MacArthur Gorton
Emil Klicka
Kenneth A. Nairne
Lawrence Oliver
Jefferson K. Stickney, Jr.
BOARD OF DIRECTORS

By 
Secretary

HER:GB



14 STORES OF ORGANIZED HOSPITALITY
SAN DIEGO'S LUXURIOUS FAMILY CLUB

Ed Fletcher Papers

1870-1955

MSS.81

Box: 23 Folder: 25

**General Correspondence - San Diego
Athletic Club (later San Diego Club)**



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