

September 3, 1925.

Mr. C. C. Yawkey,
Wausau, Wisconsin.

My dear Mr. Yawkey:

Sometime ago I told you that sometime I might submit a proposition to you for your consideration, and you told me to drop you a line and you would at least consider it. The situation is as follows:

I have, for the last twelve years, had opposing me, an influential man in this town - Mr. James MacMullen, the editor of both the Spreckels papers, the morning "Union" and the evening "Tribune". I supported Hiram Johnson for governor. The Spreckels papers were bitterly opposed, and considerable feeling was aroused at that time.

Later MacMullen was renting a house of a friend of mine, Col. Foster, and wanted to buy it; in fact, had negotiated with the former agent, but nothing had been closed when I took the management of Col. Foster's property. Before I knew that Mr. MacMullen was one of the tenants, I placed a valuation on the property of \$11,500 by letter to Col. Foster. MacMullen, it seems, was expecting to buy the property for \$8000 thru the former agent, but Col. Foster had never offered to sell it for that figure. MacMullen later made me the offer of \$8000, told me to put the sale thru and get my 5% commission from Foster and he would give me \$1000 on the side. I ordered him out of the office, and he told me that he would get me if it was the last act of his life. I sold the property a few months later for \$11,250 to other parties.

Mr. MacMullen has lived up to his threat in every way at all times. The Cuyamaca System has been offered to the City several times. Mr. MacMullen is the one directly responsible for defeating every plan of the acquisition thereof, and it has cost the City of San Diego millions of dollars thru his vast influence in being manager of the two newspapers, printing misleading headlines, using propaganda in any article printed, and just keeping same from being libelous, whispering lies to Mr. Spreckels and others. By

Another angle of this situation is the fact that Spreckels controls the First National Bank of San Diego, that Mr. Stern, my partner, is the executive vice-president of the First National Bank of Los Angeles and president of the Pacific Southwest, which is controlled by the First National Bank of Los Angeles, and the best account that the First National Bank of Los Angeles has is the account of the First National Bank of San Diego, owned by Spreckels. This puts Mr. Stern in a very embarrassing position. I regret it very much. To date no one could be nicer than Charles F. Stern as a partner, yet I know that it is worrying Mr. Stern a good deal. I feel sure that he will stay with me to a finish, but if MacMullen succeeds, directly or indirectly, in busting up our sale to the District, it is going to mean a lot of financing and considerable litigation yet with the City, instigated by MacMullen, over the waters of the river.

Instead of compromising with the District and us lately the City brought suit to condemn one of our damsites, offering \$100,000. The jury gave us a verdict of \$600,000, altho we are selling the entire Cuyamaca System, including capital expenditures since date of option for approximately \$1,200,000, a ridiculously low figure. The physical structures alone originally cost over \$2,000,000, and based on the cost of the water developed and owned by the City of San Diego, the Cuyamaca System today is worth \$5,000,000. This does not include Mission Gorge No. 3 damsite and distribution lines in Normal Heights, etc., worth approximately \$350,000. This system furnishes thirty to forty thousand people with water today.

The City is claiming the paramount right under a pueblo grant of the King of Spain. We claim the water rights of the river under the laws of California, having been in adverse possession for 45 years. The City bought its supply of water for many years from the Cuyamaca System, and the question of the paramount right was never brought up until within the last few years, when it was stirred up by MacMullen thru his newspapers.

If I did not have to worry about finances, and could tell everybody to go "where the woodbine twineth", in five years I believe we could sell our property for \$5,000,000, for I believe that we will win the paramount right suit, and if so, under the laws of California we have a perfect right, granted us by the State of California at the Fletcher damsite, and we have our other two damsites protected by water filings under the laws of the State of California, with our water filings remaining in statu quo during the litigation.

Inclosed find map showing San Diego River watershed and the system that we control. Cuyamaca Lake is built, also Murray Lake and Grossmont Reservoir. We have 75 miles of pipelines and distribution lines. We control the three

cc Mrs White by Charlie

so doing, MacMullen has been a thorn in my side continually, and so far he has accomplished his purpose, for many times he has blocked the acquisition of the Cuyamaca System by the City, as well as any equitable settlement, but has urged extensive litigation, and controlling the City Council as he does, much against the will of most of them, they have fought every legitimate proposition we have made to the City, and have tried in every way to kill the sale of the Cuyamaca System to the La Mesa District. They are attempting insidiously to bust up our sale to the District, altho the bonds have been voted by a four to one vote, the deeds are in escrow, and the Railroad Commission has approved the sale.

I own an undivided one-sixth interest in the Cuyamaca System. Mr. Charles F. Stern, President of the Pacific Southwest and Vice-President of the First National Bank of Los Angeles, and myself each own an undivided one-half interest in the contract of purchase from the Murray Estate, who owned the other five-sixths. We borrowed the money from a San Francisco bank at 5% to make the first payment - \$150,000, the purchase price being \$700,000 for the five-sixths interest. We owe \$200,000 more next June and the balance in three years thereafter. If MacMullen and his bunch are able to kill this sale we are in a rather critical condition as far as finances are concerned.

Mr. Stern is only worth three or four hundred thousand dollars. When he went into it we figured on selling either to the City or the District in a year or two, and had no idea that MacMullen would go the limits that he has. We have the consent of the Railroad Commission to transfer the property to a new corporation for \$750,000 in bonds and \$750,000 in stock, I believe.

You may wonder why I question the irrigation district's motives. It is on account of their attorney, who is one of those lawyers who want big compensation for their influence to put it over. You probably know what that means.

In our last attempted sale to the City when the property was under option to the City, we got a dictograph record and four witnesses on one of the councilmen, who demanded in advance \$100,000 for himself and two other councilmen or the deal would not go thru. The Grand Jury indicted him. He is now out on \$10,000 bail, and he is fighting on technicalities, with the case going to the Supreme Court as to whether or not he is an executive or a legislative officer. Under the laws of California if he is a legislative officer he can ask for a bribe and not become a felon. If he is an executive officer, he is a felon.

strategic damsites on the San Diego River known as Mission Gorge No. 3, El Capitan and Fletcher. We own the Fletcher damsite, have core drillings showing it is a proper site approved by the state authorities, a dam can be built for \$600,000 at that point, and we own all the lands that will be flooded, as well as 800 acres surrounding the lake valuable as a pleasure resort. We own El Capitan damsite and 190 acres of the land that would be flooded, the jury giving us a \$600,000 valuation for the damsite and 190 acres, and we reserving the water rights independent of the \$600,000 valuation above mentioned, the question of the value of the water to be determined after the litigation is ended. Mission Gorge No. 3, an ideal site close to the City, we also own and several hundred acres of land that will be flooded.

Please note the El Monte Pumping plant below El Capitan and above Lakeside. This is the best pumping plant in the county and we are pumping in excess of 6,000,000 gallons a day into our flume from an underground reservoir of ten billion gallons - a remarkable property in conjunction with our Cuyamaca System during years of drought.

To give you some idea, will say this system was built in 1888. In 1891 the system was owned by the San Diego Flume Company. Its secretary, Mr. Doolittle, under oath in court testified that the cost of the property at that time was over \$1,500,000. In 1910 we bought the system for \$150,000 cash. It was loaded down with so-called water rights at cheap rates - 1¢ and 1 1/2¢ a thousand gallons. The Railroad Commission determined in 1913 that we were a public utility and the old water right contracts had a clause that those rates were to be changed by duly competent authority, with the result that the Railroad Commission took jurisdiction and today they are charging 7¢ a thousand gallons for irrigation water and an average of around 16¢ for domestic, while those on the flume line get their water for irrigation at 6¢. The Supreme Court of California sustained our position and ignored the old contracts.

In 1910 the gross revenues were about \$35,000, and the operating expenses, \$28,000. This year our gross revenues will be nearly \$200,000 and our operating expenses, including pumping, around \$100,000. We are only selling three or four million gallons a day on the average, while our system has a net safe yield of eleven million when fully developed.

Our water is rapidly changing from irrigation to domestic. In 1910 about 6% was domestic and 94% irrigation. This year nearly 30% will be domestic and 70% irrigation. Our big money is in selling domestic water. We are getting 34¢ a thousand gallons for it where we deliver it to the domestic consumers, and we average 15¢ or 16¢ per thousand

gallons wholesale for domestic purposes.

San Diego is right on the eve of a marvelous development - the only white spot on the coast. This is the closest available source of supply. The paramount right question has been a blight on the development of this county. One judge gave us an oral decision in our favor. The City immediately dismissed the suit. The question is now in the courts again before a hand-picked judge of MacMullen. We will probably lose in the Superior Court, but unquestionably in my opinion win in the Supreme Court. The present judge was appointed by the Governor, who was backed by the Spreckels interests.

The City of San Diego has spent \$9,000,000 to deliver approximately 10,000,000 gallons of water a day to the city limits. Based on a million and a half dollars for our present property, rebuilding our flume line 10 years hence in concrete at a cost of a half a million and building Fletcher Dam at a cost of \$600,000, and adding \$400,000 for other replacements, for \$3,000,000 total cost we are in a position to deliver 11,000,000 gallons of water a day, net safe yield, to the city limits, as compared to the City's cost of \$9,000,000 for 10,000,000 gallons daily. The above are very conservative figures.

Then again, the most economical method of bringing Sutherland water into San Diego City from the Santa Ysabel drainage area as shown on the map is thru Fletcher Dam, and it has a strategic value on that account. Inclosed find San Diego's former Water Commission's report on the subject after 2 year's study. I am writing you this in anticipation of a possible break in negotiations with the District to find out first if you would be interested at all in this project in case the opportunity arose. We are morally and legally obligated to sell to the District until the 17th of December, 1925.

Thanks to the forgetfulness or intention of the attorney for the irrigation district, we are now awaiting a Supreme Court decision on the validity of the District bonds that we should have had in May, but the attorney for the District failed to put in the respondent's brief even after the Supreme Court from the bench had agreed to render a decision within three weeks from April 5, 1925 owing to the urgency of the case, and it was only about August first that we found out by receiving a letter from the Supreme Court justice that the attorney had failed to file his brief and the Supreme Court had been waiting for it.

I want to be in a position to act next December, Mr. Yawkey. I need real backing. If the District buys

yet I can truthfully say he has been 100% loyal to me, altho I can't help but feel that he is somewhat embarrassed thru the situation as it exists today. It is just possible that with your help Mr. White and I might handle the situation here together if the occasion arises until we can refinance the proposition.

Mr. MacMullen is of the old school and has been surrounded by a bunch of politicians who do things the old way. I have been approached at least six different times by councilmen and politicians to pay bribe money, and refused. I have tried to make this fight clean and honorable in every way, but there is a bunch of them headed by MacMullen who are after my goat and are determined to get it if they can.

I assure you that this Cuyamaca System is an absolutely legitimate proposition. Water is vital in this community. The water we control is the cheapest that can be developed in San Diego County and is the closest to San Diego, the San Diego River running thru the city limits into the ocean.

Let me know if you are interested at all, and if so, I will outline a suggested plan - a straight business proposition - case the emergency arises. I am perfectly willing, if we do any business together, to join you in escrowing the property and protect your interests as my own in any way that you may desire.

This is more than a question of money. It is a fight with a principle at stake. Unfortunately the big financial men of San Diego directly or indirectly are nearly all of them involved with the Spreckels interests or are afraid to antagonize them. I have faith that everything will come out all right, but my small measure of success has been in looking to the future possibilities and being prepared for eventualities.

Let me know at your convenience if you are interested, either from the standpoint of an investment or helping to finance the situation with proper security in case of emergency.

With kindest personal regards,

Very sincerely yours,

EF:AH

P. S. I dictated this letter hurriedly and I find that I have left out a few things. My one-sixth interest based on our original purchase price of \$150,000 June first, 1910, including 6% interest, stands me approximately \$300,000 today based on

the system they should immediately commence building Fletcher Dam, for they have the right under all the laws of California. If we still retain the ownership of the Cuyamaca System, the same thing applies, and the people of San Diego on a referendum will approve of our action to conserve the water if we can ever get it to a vote, in my opinion.

It is common knowledge that MacHallen, Spreckels' editor, is after my goat. The San Diego "Sun", an evening paper, also several weekly papers, and now we have a new morning paper, "The Independent", are all favorable to us. Mr. and Mrs. White are thoroughly familiar with what I had to contend with.

As matters stand today, we are borrowing the money from the Anglo, London, Paris Bank, controlled by Fleishacker brothers, of whom you have undoubtedly heard. Stern and I are only paying 5% interest on the \$150,000 that we have borrowed. The total purchase price was \$700,000 for the Murray interests - an undivided five-sixths. We owe \$200,000 next June and \$350,000 two years later. It was thru Mr. Stern's influence that we got the money from the Anglo, London Paris Bank. Mr. Stern originally asked me if I thought it advisable to let the Fleishackers in on the deal. I told him "no". They have the reputation of generally demanding their pound of flesh on a deal of this kind, but nothing has been said to me since we borrowed the money. However, I can readily see how if our opponents in San Diego broke the sale of the System to the irrigation district, that unless I had the right kind of backing, I might get into a bad situation.

If we decided to a new corporation and could sell our \$750,000 of bonds as approved by the Railroad Commission, we would be in a wonderful position to carry this proposition thru to the end. Mrs. Murray may take her final payments in bonds.

Mr. White has been very much interested in the Cuyamaca System, and my affairs and knows just the Hell I have been thru. I do not know whether he would be interested in the proposition at all or not, but am sending him a copy of this letter.

Maybe I am too much wrought up and everything may go thru with the sale to the District without a hitch, but I am writing this letter out of an abundance of caution. It may be that we would only need your credit for awhile until we could refinance ourselves, and this on the basis of the elimination of Mr. Stern thru the purchase of his interests, for he is in a very embarrassing position owing to his close relation with the Spreckels interests, and

actual capital expenditures. No dividends have ever been declared. My profits have been used in the development of the property. Probably \$150,000 has been spent in litigation the last 15 years. \$60,000 was flood damage in 1916. On the other hand, all of our properties have very materially increased in value for the simple reason that in 1910 San Diego only had 39,000 people. Today we have nearly 130,000. Owing to our short water supply, San Diego can never reach a population in excess of half a million to 600,000 without bringing water from the Colorado River, Mexico, or developing underground sources that no one has yet discovered, and in 10 years San Diego will look upon 30¢ water as cheap.

The reason that I was able to purchase the Murray five-sixths interests in the fall of 1923 at such a low figure, i.e. \$700,000, was owing to the fact that Mr. Murray had died, I saved Mrs. Murray nearly \$500,00 or \$600,000 in some compromises and litigation, and she sold the property for the actual cash investment as paid in by Mr. Murray, losing nearly \$500,000 interest during the thirteen years.

I have a large amount of San Diego County property, mostly unimproved, and above any liability, and worth easily two to two and a half million dollars, all of which I have made in the last twenty-five years in San Diego, besides raising a family of ten children. I am mighty proud of my record, but it would break my heart if I got entangled in this water business and lost out. It is the last enterprise of my life that I will ever go into as a speculation. All I want to do is to develop the balance of my properties with my boys, but I have a natural ambition to make a reasonable clean-up on the Cuyamaca System and with credit to myself.

I realize this letter must come to you as a surprise, but I have felt that you have been interested in my success. I am simply looking ahead as an extra factor of safety. I will know within 30 or 40 days I believe whether the La Mesa District is going to come thru or not. If they don't, I would like to be in a position to ask Mr. Stern if he wishes to step down and out, and if so, on what basis, all of course, providing that either you or Mr. White, or both of you, would be interested.

Sincerely yours,

January 5th,
19 29

Mr. Cyrus Yawkey,
Wausau,
Wisconsin

My dear Mr. Yawkey:

Have moved over to my new office and have one of my walls dedicated to Mt. Helix Theatre and I would love to have a photograph of both of you with your autograph so that I can put them up along side of Mrs. White and Mr. White's.

Wishing you and yours the Compliments of the Season and hoping to see you in the next month or two I am,

Sincerely your friend,

EF:AK

1020--9th Street

February 16th, 1929.

Mr. C. C. Yawkey
Wausau, Wis.

My dear Mr. Yawkey:--

Answering yours of the 11th will say I appreciate the picture you are sending me anyway and would love to have had Mrs. Yawkey's picture with yours.

We had a wonderful trip south, one that White will never forget. I want you to know that you were badly missed.

Have just returned from a few days trip hunting in Mexico with Los Angeles friends. We brought in 78 quail in three hours and brought down about half as many more that we couldn't find.

I hope you and the good wife will be headed this way this spring so we can have a good time again together.

With kindest personal regards to all.

Sincerely your friend,

P. S.

The picture has not yet arrived, but expect it will in due time.

EF:GMF

October Twenty-ninth,
1 9 2 9

Mr. Cyrus Yawkey,
Wausau,
Wisconsin.

My dear Mr. Yawkey:

Enclosed find article, also picture of the boys
taken a few weeks ago that may be of interest.

Fred came home feeling and looking fine.

The folks are all well.

Will be mighty glad to have you out here with
us this winter for that Mexican trip.

With kindest regards to all, I am

Sincerely yours,

EF:AK

August Twelfth
1 9 3 2

Mr. Cyrus Yawkey
Wausau, Wis.

My dear Mr. Yawkey:

Mr. Lynch has an idea that Mr. White has an equity in the
Prentice property which cost \$70,000.

You, as I recollect it, at one time loaned him \$70,000
thru a Chicago Bank, had to pay it yourself and demanded and got
a deed to the property and it is now your own, Mr. White having
no further interest in the property directly or indirectly. I
want to satisfy Mr. Lynch that this is correct.

If not, will you kindly state to me the facts in letter form
at an early date as I am trying to straighten up Mr. White's affairs
here and give Mr. White some peace of mind.

May I hear from you by return mail, please.

Yours very truly,

EF:ASK

Ct Dempster McKee

YAWKEY LUMBER COMPANY
WAUSAU, WISCONSIN

August 19th, 1932
Friday

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

Dear Mr. Fletcher:

Your letter 12th inst. received, and wish to say that you are correct and that Fred has no interest in this property, in any way. (*Harbel & Prentice Property*)

The facts are, that I went on a note with Fred for \$70,000.00 at the Continental Illinois Bank & Trust Company, Chicago. I put up Liberty bonds to secure the note. The note was renewed once and when it came due the second time, I had the bank sell the bonds and ~~pay~~ the note, and Fred deeded the property to me.

The property now belongs to me and Fred has no interest in it either directly or indirectly.

I am wondering if there is anything new in regard to the suit against the city. I have been in hopes the suit would be decided in our favor. I would not have taken the property from Fred had I not supposed that we had a good claim against the city. But I presume the deal may pay out all right in the end at any rate. The trouble is, I could use the money to mighty good advantage now and hate to have it tied up in anything of this kind.

With kind regards to you and your family, I remain,

Yours truly,

C. C. Yawkey

CCY.:JAS.

September 3, 1932.

Mr. C. C. Yawkey,
Wausau, Wis.

My dear Mr. Yawkey:

Answering yours of Aug. 19th, I showed your letter to Mr. Lynch, also to his attorneys. I am satisfied that Lynch is now ready to settle up with Mr. White and give him a receipt in full.

Mr. White's attorney, Mr. Jenney, advises it and is of the opinion that if it went to litigation White is liable to be stuck for \$200,000 or \$300,000. Please keep this confidential. This is on account of the notes he endorsed for ~~Stiens~~.

My heavens but I am sorry for Fred. He positively refused to settle with the city when we had an opportunity and bought me out instead. I am writing this letter in strict confidence. I certainly want to do everything possible I can to help him and believe I am doing the best thing that can happen to him during this whole calamity in getting him and Lynch to settle their difficulties.

The family is well. We are having a fight to get enough money to eat on.

The state and county have gone delinquent 20 to 25 percent in their taxes and there may be a tax strike. The Mattoon Act which we thought was our ruination may turn out to be our salvation in that under the law it is a question if they can ever take our homes away from us and meanwhile no taxes, and endless litigation.

Hoover will carry California by 200,000 or 500,000 majority at the least. What is Wisconsin going to do. I would like to get your reaction as to the future. Things are picking up a little but very very little.

With kindest personal regards, I am

Sincerely yours,

EF:KIM

Col Fletcher left the office before this letter was written.

KIM

YAWKEY LUMBER COMPANY
WAUSAU, WISCONSIN

September 8, 1932.
Thursday

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

Dear Mr. Fletcher:

Your letter 3d inst. received, and I sincerely hope that you and Mr. Jenney can bring about a settlement between Fred and Mr. Lynch. The whole thing is bad business and if it could be fixed up I know it would relieve Fred a good deal. He has had more than his share of trials this past year.

I am certainly sorry that Fred did not settle with the city for the San Pasquel property instead of buying you out. As it is, this debt fell upon me at a time when I could ill afford to stand it and even though it works out all right in the end, it is something that I would not have gone into, under any circumstances, no matter how much the prospects for profit were.

However, I am in it, and I am anxiously awaiting the decision of the courts in regard to the matter. I hope it will be favorable and that the city will be obliged to take the property.

I note you state that Hoover will carry California by a large majority, and am pleased to hear this. I do not think there is any question but that he will carry Wisconsin, although there is no telling how the progressive republicans will vote. I cannot believe, however, that many will vote for Roosevelt.

I presume you know that Philip La Follette is running for the nomination of governor for another term, and opposed to him is Walter Kohler, the conservative candidate. We all feel confident that Kohler will beat LaFollette in the primary, and sincerely hope so. If Kohler wins in the primary I have no doubt that he will win against the Democratic candidate at the election.

From all I read in the papers, it looks as though things all over the country were picking up some, but I cannot see any particular improvement locally. Of course, there has been more employment this summer than there was last winter, but I am a little fearful of conditions this coming winter. However, it looks as though we were on the up turn and I really think that

Col. Ed. Fletcher ---2---

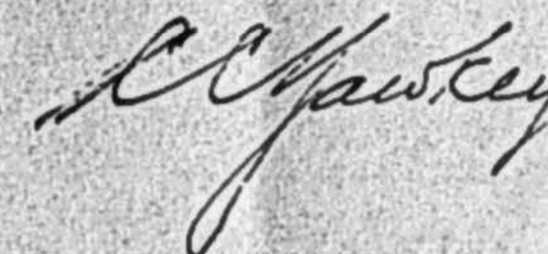
Sept. 8th, 1932.

most people are looking at the question with more optimism.
That will help.

With kindest regards, I remain,

Sincerely yours,

CCY.:JAS.



October Third
1932

Mr. C. C. Yankey
Wausau, Wis.

My dear Mr. Yankey:

Answering yours of September 28th I am sorry to say the appellate court decided against you all but the suit is being taken to the supreme court of the state and in my opinion with an even chance of winning.

They have all together too much politics and political pull in both the superior court and appellate court. Two of the appellate court judges are political judges who came from San Diego and one of them is a powerful personality. I am sorry to say this but it is true.

Many congratulations on defeating LaFollette and Blain. We are having a hard fight here but I believe Hoover will carry the state by 100 to 200,000 votes. McAdoo is stirring up a mess and it may result in the election of Shuler, a demagog minister whom the United States government cut off from the use of the air with his radio. It seems a great injustice. I might describe him as a Bishop Cannon type.

I never was so near broke for ready money in my life. We have plenty of land all paid for but we cannot borrow a nickel or sell, times are something terrible here at the present time.

I have been working hard with Lynch to get a settlement for Fred that will relieve Fred of obligations of at least two or three hundred thousand dollars, a note which White signed. I believe it is settled and in a short time there will be a cancellation on the part of Lynch for everything and Lynch will keep the property included in the trust deed. I begged Fred not to sign that trust deed and kept him from doing it for a month but Senator Wright and Dempster McKee got him to sign it and Wright also got White to go on his note for \$17,000, I believe, it was, which Fred paid and Senator Wright is broke and will be lucky if he is not prosecuted on account of his bank failure in Yuma.

I am writing you in strict confidence. Please don't take this up with Fred or worry him but Fred certainly trusted everybody. He is as honest as the day is long and one of my dearest friends but he sure got into a mess with Bencini.

are on \$20,000 of notes still unpaid at the different banks to take care of the notes of the Athletic Club that we endorsed and the banks made us pay. I have put up something like \$20,000 of real estate security to protect these notes. In the meantime the Athletic Club has completely failed, the bank has foreclosed the trust deed securing title to the property and a new club has been organized and our attorney says there is mighty little chance of our collecting the money on a stockholders liability owing to many irregularities and in a way we are at the mercy of the membership of the club to give us about what they please.

The directors of the club violated the corporate securities act in paying out monies before they should and in other ways and if we go into court it will be a hell of a mess. We are trying to bring about a compromise of some kind.

I have not been a director of the Club for three years but I am not trying to shirk my responsibility or any obligation. Fred, as president, was poorly advised by the attorneys for the club and probably there was some actions taken by the club which was not first approved by the attorneys. I don't know, but right or wrong, I am behind Fred to the limit and I am doing all I can to clean up this mess here. Again I ask you to please keep this letter in confidence but I wanted you to know that Fred has been a victim of circumstances, has been gypped by many of his friends.

I refused to take the presidency of the club before we went to Europe and Fred was elected and was president of it for many years and rendered a noble service to the club for which he is now being crucified and for my interest in the club I am getting the same treatment although neither one of us ever made a nickel out of it directly or indirectly, was trying to serve the community and are now paying the penalty owing to the depression and the yellow curs, who, hiding behind technicalities, refuse to do the honorable thing so far.

With kind regards,

Sincerely yours,

EF:ASK

I never liked Bencini. I told both Fred and your sister to keep away from Bencini but to no avail. I did not like him because he was too heavy a drinker, played poker for the highest kinds of stakes and I had a feeling he was a promoter without conscience.

This last week his house and furniture was sold at public auction and every word I ever told Fred regarding Bencini has come true. I will say this much for Bencini that probably his judgment was wrong in gambling on the market and financing the farmer but he had no right to take the companies money and build a house at Guyamaca Lake for his own private gambling and drinking parties, squandering \$15,000 in the initial investment and nobody knows how many thousand afterwards.

Bencini had no right to be gambling on the stock exchange either but it is too late for the result is ruin costing the corporation at least three million the last three years.

Without my knowledge my sister took \$3000 of her money and bought preferred stock of the Pacific Oil Products Company on the advice of Mrs. White. Today it is not worth a nickel, neither common or preferred, and there is a stockholders liability and the \$800,000 of bonds bought by the Los Angeles Investment Company are put up at the Security First National Bank of Los Angeles and the Los Angeles Investment Company cannot pay the loan. The Los Angeles Investment Company stock is down to \$2.50 a share. They are financially bankrupt so I have been told and from every indication it is only a matter of time when the Security First National Bank will own the Oil Products Company property which is now in the hands of a receiver.

I am sure if you want to buy the bonds you can get them at a discount from the Security First National Bank and see the whole works.

Fred has naturally been hoping against hope and in this condition there is no use of talking to him about it.

Fred went on a note of the San Diego Athletic Club for \$22,000 alone without my knowledge at the time, money borrowed from the Security Trust and Savings Bank here. In addition to signing the note himself he put the \$22,000 note of the Athletic Club up as security, also 1050 shares of the preferred stock of the Pacific Cottonseed Oil Products Company as well as 55 shares of stock of the Mutual Oil Company of Phoenix. The last mentioned had \$300,000 of assets in real money, I have been informed, when they completed the sale to Clayton and Anderson, but I have been informed practically every dollar of that has been wiped out.

A year or more ago they were crowding him for the payment of this note and he could not pay. He came and asked me to endorse the note in consideration of which they would extend the note for a year. I endorsed it. The year is more than up and now the bank is demanding that I pay immediately at least a part of it and adequate real estate security as well.

The bank has tried several times to get Fred within the last three or four months to do something and Fred has not answered their letters so you see I am in a jack pot and Fred and I jointly and individually and jointly

November Twenty-ninth
1 9 3 2

Mr. C. C. Lawkey
Wausau, Wisconsin

My dear Mr. Lawkey:

The Supreme Court of this state rendered a decision in favor of the city re the Prentice property. The result is that you own the property and have no further claim against the city. I am mighty sorry.

I have written you two or three times on this subject but to refresh your mind I am giving you again the history of it all and my recommendations.

The day before I was leaving on the motorcade to Memphis Fred told me he had an option to buy the Prentice ranch under agreement of sale to the city for \$70,000. The ranch had been sold to the city for \$100,000, a payment of \$25,000 had been made, I believe, and if the city did not exercise its option to purchase it had to pay a certain amount, I think something like sixty odd thousand dollars. In any event it was obligated to pay that much.

I told him I did not have time to go into the matter, that, if from the attorneys an opinion was secured that the city was legally bound, in any event, to pay the sixty odd thousand dollars and if they exercised their option of \$100,000 it was okay with me.

I did go in with him on a half interest but when I came back, if I remember rightly, the deal was closed and Fred said that the attorneys had given an opinion that the city was bound, either take it all and pay the balance ie \$100,000 or pay sixty odd thousand dollars in any event to get out of the contract.

I never went into the matter personally but took his word for it and if my recollection serves me right he consulted both Judge Sloane and Senator Wright. The deal was put thru, the money was borrowed, we paid interest for a year or two, each of us, 50-50. The city got into a squabble over the matter and offered us a 25% discount which would have given us \$75,000. We would have got back our money and interest. White refused this and I wanted to sell. The result was made an offer to take it off my hands and my recollection is I got my money back and interest and a few hundred dollars besides. I don't remember how much. He also took over two small ranches adjoining which were under options to the city under similar conditions. The result is now you own these properties.

In order to get any rent out of the thing to amount to anything the property should be fenced. There are, if I remember rightly, something like 400 acres. All the adjoining land is used for cattle only now and pasturage is so cheap with beef so low that it has been almost impossible to get any rent to amount to anything. The real value of the property is its water rights. It is only a matter of time when the city will have to acquire this property.

The city is now fighting with the water company and the State of California regarding Lake Hodges dam. The state has declared Lake Hodges Dam unsafe in case of major earthquake and demands that it be strengthened. The plan now is to raise the dam 15 feet in strengthening Lake Hodges Dam in which case a portion of your land will be flooded and the balance of it water logged. Something is liable to happen in the very near future.

I received a telegram today from state engineer Ryatt that he will be here Thursday for a conference with the city officials.

The tax situation here is bad. San Diego city and county are about 15% delinquent. The irrigation districts are 20 to 30% delinquent. I cannot pay hardly any of my taxes this year. I think the legislature which meets in January will declare a moratorium for two or three years and allow the supervisors to collect only back taxes and simple interest and eliminate penalties but I cannot promise that.

I am trying to get straightened out with the bank who filed eight suits against me and there is a possibility of satisfying them. I am telling them they are in the real estate business or if they want to they can put me thru insolvency. Will keep you posted.

Let me know what I can do for you in the matter and do you want me to lease the Prentice-Carter-Rickey property and look after it for you?

Yours very truly,

RF:ASK

CYRUS C. YAWKEY, PRESIDENT
AYTCH. P. WOODSON, SEC. & TREAS.

YAWKEY LUMBER COMPANY
WAUSAU, WISCONSIN

December 8, 1932.
Thursday

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

Dear Mr. Fletcher:

Your letters of November 21st, 28th and 29th received.

First I want to thank you for the avocados which were received a day or two ago. They are fine and I assure you we thoroughly enjoy them, especially as they came from near Mount Helix. It is very good of you to send them and we all thank you heartily.

I note you state that the supreme court has decided against us in the suit against the City in reference to the San Pasqual property. Of course, I regret this, very much, as I have been hoping all the while we would win out, but I do not see that anything further can be done about it.

The property is evidently mine and I will have to carry it along until something can be done with it.

I would like to have you look after the property and sell it when an opportunity offers.

I paid the first half of my taxes for 1932 the other day and as soon as the tax receipts are returned, I will send you the legal descriptions of the property and also give you the assessed value and the amount of taxes, so you will have this information in your files.

After receiving this you can let me know if you think some of the property ought to be fenced, or what ought to be done about it. Of course, I prefer not to go to any expense on the property at this time unless it seems imperative, but of course it would probably be better to go to the expense of fencing provided it can then be rented for pasturage.

I cannot tell you how sorry I am to hear of your difficulties and wish I were in shape to assist you in some way, but I am not.

Col. Ed. Fletcher ---2---

December 8th, 1932.

CYRUS C. YAWKEY, PRESIDENT
AYTCH. P. WOODSON, SEC. & TREAS.

YAWKEY LUMBER COMPANY
WAUSAU, WISCONSIN

December 28th, 1932.
Wednesday

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

Dear Mr. Fletcher:

I enclose a sheet which gives the descriptions of what I call the San Pasqual property. This sheet gives the description, as well as the acreage, assessed value, and total tax for 1932.

I would like to put this land in your hands for sale, and also wish you would look after it in the meantime. I want to pay you your regular charges for work of this kind, both looking after the land and commission when sale is made, and wish you would list the land on this basis.

You stated in a previous letter that you thought some of it ought to be fenced, and wish you would look into this when you have the opportunity and then advise me fully in regard to it.

There seems to be three different descriptions and after you have looked it over, wish you would let me know if this land adjoins, or is it in separate pieces.

There seems to be a total of 403.87 acres and the total assessed value is \$5530.00.

This seems like a pretty small assessment for land that was sold for \$70,000.00, and I am wondering, if the land is so valuable, why it isn't assessed for a good deal more. I always figured that the assessed value of the land had some indication of its value.

As stated, after you have had an opportunity to look the land over, wish you would let me hear from you.

Yours truly,

CCY.:JAS.

Encl.

Miss May
Please keep for future reference

It is too bad about the Athletic Club notes. I warned Fred at the time that I thought he was doing more for the Club than he was warranted in doing, but of course at that time everything was booming and it looked as though the Club would be able to work out the matter satisfactorily and pay up their own debts.

I find that the trouble with a good many, myself included, is that we have gone on the back of too much paper to help others. As it happens, I am a guarantor on notes of several of the companies in which I am interested, and the banks are demanding their money for loans made.

As I see it, the only thing to do is fight along and do the very best we can. This depression cannot last forever and if a fellow can get through the next year or two, I believe things will turn out all right.

Mrs. Yawkey and I both send regards to you and Mrs. Fletcher.

Yours truly,

C. C. Yawkey

CCY.:JAS.

P.S.-- As stated, I will send you a full descriptions of the San Pasqual property and other information as soon as the tax receipts are returned to me.

C.C.Y.

DESCRIPTION	ACRES	ASSESSED VAL.	TOTAL TAX 1932
IN OAKS TRACT - As per official map thereof filed in the County Recorder's Office of San Diego County			
BEG AT A PT ON ELY LINE OF RHO SAN BERNARDO S 15° 30' W 5799 FT FROM N E COR OF SD RHO TH N 84° W 2726 FT TH S 47° 06' W 300 FT TH S 65° 36' W 1500 FT TH S 78° 31' W 925 FT TH N 72° 12' W TO ELY LINE OF LAND CONVEYED TO DAVID T. OAKS AS PER D B 160/168 TH S 15° 30' W ALONG ELY LINE OF LAND SO CONVEYED TO NLY LINE OF LAND CONVEYED TO SENUZ SIKES AS PER D B 5/261 TH ELY ALONG NLY LINE OF SD SIKES LAND 4913.2 FT M OR L TO ELY LINE OF RHO SAN BERNARDO TH N 15° 30' E ALONG ELY LINE OF SD RHO 2617.8 FT M OR L TO BEG (EX BEG AT A PT ON ELY LINE OF RHO SAN BERNARDO S 15° 30' W 5799 FT FROM N E COR OF SD RHO TH N 84° W 2726 FT TH SELY TO A PT ON ELY LINE OF SD RHO WHICH IS S 15° 30' W 5899 FT FROM N E COR OF SD RHO TH N 15° 30' E ALONG ELY LINE OF SD RHO 100 FT TO BEG) BEING PART OF TRACT MARKED "JANE C, MARTHA A. & ELLA D. OAKS & EDITH OAKS MATHIESON"	246	\$4890.	\$200.97

COUNTY TAX RECEIPT FOR 1932 #145403 PAGE 3 VOL. 81

DESCRIPTION	SEC.	Twp.	RANGE	Acres	Assessed Val.	Total Tax 1932
IN RANCHO SAN BERNARDO As per official map thereof, filed in the County Recorder's office of San Diego County						
BEG ON E LINE OF RHO 5799.1 FT SW OF NE COR OF SD RHO TH WLY 600 FT TH NELY 3230 FT TO INTER SECT WITH E LINE OF SD RHO TH SWLY ALONG SD E LINE TO BEG	31	12	1 W	4.00	\$190.	\$7.73
	6	13	1 W	20.35		

COUNTY TAX RECEIPT FOR 1932 #145481 PAGE 12 VOL. 81

DESCRIPTION	SEC.	TWP.	RANGE	Acres	Assessed Val.	Total Tax 1932
SE 1/4 of SW 1/4	6	13	1 W	40.00	\$20.00	
SW 1/4 of SE 1/4	6	13	1 W	40.00	20.00	\$20.35
Lots 4, 5 & 6 (FR W 1/2)	6	13	1 W	53.52	410.00	

Total acres 403.87
 Total assessed value \$5530.00

February First
 1 9 3 3

Mr. C. C. Yawkey
 Wausau, Wisconsin

My dear Mr. Yawkey:

Enclosed herewith find map showing your ownership of the property.

The Lake Hodges dam, the bottom of the spillway is 315 and during flood time the water has been up to the 327 foot contour flooding your land. The city owns all the flooded land to the 330 foot contour for a distance of 8 miles excepting yours and a little piece in the San Pasqual Ranch covering property (15).

You will notice the 320, 330 and 340 foot contours on the map herewith enclosed.

The dam at Lake Hodges is being strengthened so that the dam itself can be raised to the 330 foot contour for storage. This means that everything up to the 340 foot contour will have to be acquired. The ranch to the north, marked San Pasqual Ranch covered in (15) is already owned by the city of San Diego as well as all the property to the south of yours marked Fenton.

Your land is the only piece that they must have in order to make the improvements now contemplated, the strengthening of the dam, so it can be carried to the 330 foot contour and it is only a matter of time when they will have to acquire your property.

I thought you would be interested in getting this picture.

Your lands have riparian rights. The river runs thru the center of the property and the riparian right have never been divorced from the real estate. Under California law you are sitting pretty as and when. I will keep you posted.

I hope you can see your way clear to come out here this year with your good wife.

It is too late for us to do anything with your property

February 2, 1933.

Mr. C. C. Yawkey,
Wausau, Wisconsin.

My dear Mr. Yawkey:

As you know, the City is building El Capitan Dam. It will be completed next winter and it will bring in an added supply of water of about 9 million gallons a day to the city. The city now uses an average of 14 million gallons a day. They have already, in addition to El Capitan, completed Morena, Barrett and Otay, also pumping plants sufficient to deliver 15 or 16 million gallons a day and they have between 40 and 50 billion in storage, so you see San Diego, without much probability of growing the next five years, is taken care of for a safe water supply for eight or ten years, without doing any further development.

The City has no finances to invest in buying your land. They are trying to borrow money from the Reconstruction Finance Corporation to take care of the unemployed and dependents on the city.

You are in this strategic position, as I have written before, if and when the city ever does start to build Hodges Dam any higher, they must either buy your property at your price or condemn it, however, there is just one faint hope for early action and getting some money out of the proposition.

Bonds were voted to the extent of \$600,000 to build a conduit line from Sutherland Dam over to El Capitan. The city put \$2,000,000 into Sutherland Dam and quit for the reason that the riparian ownerships below, in the San Pasqual Valley, had not been acquired, as well as your property. The people in San Pasqual Valley are so hard up that they are offering to sell for 50% on the dollar and some even less. If an inducement were made to the city of sufficient moment, the Council might agree to submit it to a vote of the people in April at the general city election, whether to transfer this \$600,000 for the purchase of riparian lands in the San Pasqual Valley. If that were done it would pave the way at some future date for them to complete Sutherland and raise Famo, as and when, which in my opinion will not be for ten years.

February Eighteenth
1 9 5 3

Mr. C. C. Yawkey
Wausau, Wis.

My dear Mr. Yawkey:

Answering yours of February 13th I did not know until I checked up the records today that Mr. White had deeded you the Harbell property adjoining the Prentice property but you own it all and you are most fortunate.

The facts are Mr. Prentice sold the Prentice property to the city for \$125,000, and got \$25,000 down. I think I have written you before about it. Prentice agreed to sell for \$70,000. Fred and I owned the Harbell property together. It was bought cheap. We sold it to the city for \$25,000. It was in Mr. White's Name. Five thousand dollars was paid. The city came along and offered to pay us cash if we would take a 25% discount.

I was in favor of it and begged Fred to sell. It would still give us a little profit on the Prentice, a nice profit on the Harbell and we would have cleaned up but Fred was stubborn, he refused to sell. I got pretty mad about it and told him I was not satisfied so Fred said he would buy me out on a basis of the city's offer which he did and I sold it. You know the rest.

I am mighty sorry to know the extreme you went to to pay off the \$70,000 note. I don't want you to tell me what you will take for the property and as far as my compensation goes that matter I will leave wholly to you. I want to be able to say I don't know what you will take for it.

I am working mighty hard with the city officials and I don't want a human being to know that I am working on it. The whole thing may be put thru a dummy.

My suggestion is that you don't write Mr. Jenney pertaining to the sale of these properties which you own to the city. It is a matter of politics and I will keep you posted.

I repeat again, the matter of my compensation is wholly in your hands and if you want me to do it for nothing I will.

If you will look at the map you will see that the Harbell property is all the property lying across the river to the east running up the hill and up the river as per map I recently sent you. Have many

Mr. C. C. Yawkey

-2-

It means getting all the options tied up, it means a campaign and election during the most depressed times in the history of San Diego County, but I believe the common sense of the people will prevail and we have a fighting chance to transfer the funds.

It comes down now to this question: Do you want to sell your property? Would you give a 6 month option, and at what price?

It's going to be a struggle but I am willing to tackle it. Five or six property owners have already asked me to do something but as yet I have given them no answer. Confidentially, I have talked to one prominent official in the city hall, who will have a lot of influence, and he approves if the price is right.

We have had tremendous rains. Lake Hodges Dam is going over the top. There is still 3 feet of snow at Cuyamaca and it looks to me as if every dam in the county will be filled, with the possible exception of Henshaw, this winter.

The three Fletcher brothers went to Warners Hot Springs last Saturday night and could not get within two miles of Eagle's Nest on account of snow. They walked in over two or three feet of snow to find out how things were. They had not been able to go in there for three days by auto. They found everything O. K., 4 feet of snow on the roof. They had to clear it off and came home with 15 beautiful trout, one 7 inches long I ate last Monday morning for breakfast.

With kindest regards to you and yours,

Sincerely yours,

EF/RC

-2-

options already on other portions of the San Pasqual Valley property and certain influential city officials are helping me to whip the thing into shape in the acquisition of the balance of the lands necessary to give the city full control.

The money has been voted by the city to build a conduit with the bonds and have been sold and the money is in the treasury. We will have to put thru a new election approving the purchase of these lands and taking that money for that purpose so you see we must absolutely work quietly lay the foundation and put the thing over in a business like way.

With kind personal regards,

Sincerely yours,

EF:ASK

February 27, 1955.

Mr. C. C. Yawkey,
Wausau, Wis.

My dear Mr. Yawkey:

With the exception of the Cayamaca lands, it was a joint ownership of lands, each owning an undivided one-half interest, the Grossmont Park Company and Fred, lands that were deeded to me in trust. I had a written agreement from Fred that I could sell any of the lands at any price that I approved, less a 10 percent commission. I am paying as high as 20 and 25 percent commission for cash sales on Grossmont and Helix, up the coast et. in which land Fred had no interest, however, the arrangement Fred suggested was satisfactory to me.

The lands near Cayamaca Lake, owing to the low price and expense of getting to them, Fred agreed to pay me a commission of 30 percent on his 1/8th interest. The other 1/8th interest has gone to Lynch, Fred originally owning a 1/4th interest.

Now regarding some unimproved lands on which nothing has ever been planted, at the foot of Mt. Helix in which Fred owned a one-half interest, and Grossmont Park Company a one-half interest in Lots 12, 13, 14, 15, 16 and 122 - I have a cash offer of \$500.00 an acre for same. Three years ago we would have sold it for \$1,000. I believe your good sister paid about \$200 an acre for the whole thing, to which, of course, should be added taxes, interest and some expense of development but not much, as all the roads were in, surveys and plats filed when she bought.

I talked with Jenney today and he told me I undoubtedly had both the moral and legal right to sell property which is in my name and which was held in trust. Two acres adjoining belonging to Lynch and the Grossmont Park Company, similar land, if anything deeper and better soil, we are selling for \$500 an acre cash. The Grossmont Park Company is glad to sell its one-half interest at \$500 an acre.

I will make no charge of commission in this case. I will get a splendid rug in addition which I will consider my commission. There are 5 acres in which Fred owned a 1/2 interest in the first sale and possibly 4 acres in the next. These two properties will be improved immediately with orchard and at least one home, possibly two, by responsible people. They have only been here about

March Thirty-first
1 9 3 3

AIR MAIL

Mr. C. C. Yawkey
Wausau, Wisconsin

My dear Mr. Yawkey:

Just a word to inform you that I have taken options on over 20 different tranches in the San Pasqual Valley with riparian rights or actual ownership and will have the whole thing under option the next three or four days.

The following are a few of the options I have taken giving the original contract price in each case, the price at which they are willing to sell now and the price at which they are selling their perpetual rights for pumping and riparian rights with the right of floodage.

NAME	Original Contract Price	Contract Price now	Perpetual pumping rights & Riparian rights
Webb	\$250,000	\$125,000	\$ 60,000
Pete	50,000	30,000	15,000
Marchus	60,000	30,000	15,000
Herbert Judson	60,000		17,500
Lillian Judson	48,000		11,500
Johnson Estate	30,000	15,000	6,000
Dyer Estate	10,000	6,000	3,000
Fenton	350,000		125,000

I also have 8 or 10 small ones. This will give you some idea of how they feel about selling.

It will make it easier to put over the deal if you will accept 5% city of San Diego Sutherland bonds possibly. I would like an expression from you in the matter regarding the property Fred turned over to you.

I expect to make a definite offer to the city next Thursday or Friday. We have no time to lose. The court rendered a decision yesterday that the Sutherland bond money could be used for work at El Capitan, a dam being built on another water shed.

5 weeks from the East and we are mighty lucky to get real cash out of them.

The money from these sales will be applied to Fred's note at the Security Trust & Savings Bank, they having attached same, but they approve the sale and are willing to give a release to clear the title, the money to be paid them to apply on the note.

Please send me a wire of approval on receipt of this.

What night can I ring you up after 8:30 California time and have a moment's chat with you. Include that in your message please.

I am sending by express the box of fruit that I picked off of my orchard, including kiwifruit, Sicily limes, avocados and the sour lemons that I have turned sweet. I hope the kids will have some fun with them. The kiwifruit you can eat skin and all, eat them and I hope you will make a nice jelly and drink it for me, with the limes from California to make it the real thing.

Sincerely yours,

We are short of money and have already transferred \$125,000 out of the \$600,000 of Sutherland fund and are planing to do it again. This would killemy chance for years to come of our selling anything to the city because the city is bonded up to the hilt now.

The county assessor has reduced assessed values in San Diego City 40% and there is no more bonding margin. We are borrowing money from the R.F.C. to feed our 12,000 wholly dependent on the city.

Our only chance for years to come is along the line that I am writing you today.

Yours very truly,

RF:ASK

Not reviewed
after dictation

RALPH E. JENNEY
Attorney At Law
San Diego, California

Suite 1029
Bank of America Building
April 10 1933

Mr. C.C. Yawkey,
Yawkey Lumber Company,
Wausau, Wisconsin.

In re: Estate of F.M. White, Deceased.

My dear Mr. Yawkey:

May I apologize most abjectly for my failure to write you sooner in reply to your letter of March 22. I have been constantly engaged in the trial of an important case since the 20th day of February, working ten to twelve hours every day. During this period I have had to neglect everything.

I know almost nothing of Mr. White's general business affairs. I think Attorney G.F. Hoff of this city acted for Mr. White in nearly all matters about which he needed legal advice, at least until he became involved in the affairs of the Pacific Cottonseed Products Corporation. Thereafter, and until some time late in 1930 or early in 1931, I think Mr. White took most of his legal advice from Leroy A. Wright, who was personal attorney for C.H. Bencini and Frank Lynch, the two largest stockholders of Pacific Cottonseed Products Corporation. The firm of Wright & McKee, of which Leroy A. Wright is senior partner, were likewise attorneys for the Corporation.

Mr. White asked me to render certain services in connection with the Mt. Helix Nature Theatre project, including a written opinion, but we never sent any bill for those services, nor was the matter of payment ever discussed either with Mr. White or with Mrs. White.

Some time late in 1930 or early in 1931, Mr. White took me to lunch at the Club and told me about his involvement with Mr. Lynch and the San Diego Athletic Club. Shortly thereafter I began working on a settlement with Frank Lynch, with the details of which I think you are entirely familiar.

On July 1, 1931 I sent Mr. White a bill for those services, in the amount of \$1500.00. \$1000 of this bill has been heretofore paid, and there remains due me thereon \$500 together with interest at the rate of 6% per annum since July 1, 1931.

In May of 1931, at Mr. White's request, I began an investigation of the affairs of the San Diego Athletic Club and their relationship to Mr. White. The services in connection with this matter continued up until the time of Mr. White's death.

On November 6, 1931, at Mr. White's request, I rendered a statement to him, a copy of which is enclosed for your reference. As this is my office copy, I will ask you to return it to me when you have looked it over. I presume the original is among Mr. White's papers. There is due on this account \$3175.00 plus interest at the rate of 6% per annum from November 6, 1931, nothing having been paid thereon.

Mr. C.C. Yawkey

- 2 -

April 10, 1933

In February 1932 Mr. White told me that he had no funds available with which to make immediate payment of these accounts, and asked me to take as security therefor a second lien on his home. He was at that time rather anxious to start suit against the Athletic Club, which action he knew would involve considerable expense. It was for this reason that the limitation on the amount of the services was placed at \$12,000 in the Declaration of Trust. The services rendered have not reached any such total.

I am enclosing herewith a bill for all services since November 6, 1931, at my minimum charges. There is a bill to Mr. White personally in the amount of \$350.00, and a bill to Mr. White and Mr. Fletcher jointly, in connection with the San Diego Athletic Club affairs, in the amount of \$400.00.

There is likewise a statement bringing all these accounts down to date.

I have only the office copy of the Amended Declaration of Trust, which is identical with the signed original in the hands of Mr. Walter Whitcomb, and which is enclosed herewith. When it has served your purpose, I should like to have it returned to me also. Copy of the Deed referred to in the Declaration of Trust has, I believe, been sent to you by the Bank.

I am informed by Mr. Fletcher that Mr. White did not pay the 1931-32 taxes, nor any of the 1932-33 taxes on the property covered by this Declaration of Trust. The amount of these taxes to date is approximately \$1201.97.

The first lien on the house is \$5250, upon which interest has been paid to May 1, 1932.

The rentals prior to Mr. White's death were, according to Mr. Fletcher, sent directly to Mr. White, but were evidently not applied either to the reduction of taxes or of interest. I have told Mr. Fletcher to hold the rental for the last two months in the amount of \$75.00 per month, and am today directing him to apply the balance of rental in his hands on account of interest on the Bank's note. There has already been paid out of these rentals \$8.65 for water and some small items of repairs at the house.

The situation in connection with the Athletic Club is so complicated, and so fraught with difficulties that it would require several hours to give even an intelligent summary thereof. I have no way of knowing, but I presume that both you and Mr. White's nephew are, or can make yourselves, familiar therewith by reference to my opinions and letters which are undoubtedly among Mr. White's papers. I presume also that Col. Fletcher has written you fully and frankly in connection therewith.

However, may I summarize in this connection as follows:

Mr. White took a deep interest in the affairs of the San Diego Athletic Club. He was one of its organizers, and was always a Director thereof. He guaranteed large notes of the Club to the local banks. These notes were unsecured, but certain funds from the sale of memberships were supposed to be applied in reduction of these notes. Sometimes with and sometimes without Mr. White's consent, these funds were not so applied. In any event, they would not have been sufficient to liquidate the notes.

April 10, 1933

Most of these notes were signed by White, Fletcher and Robinson. As a part of my services, I succeeded in getting Robinson to pay his one-third of each of these notes. It was Mr. White's intention to sue the members of the Club on their membership liability under the Constitution and laws of California. (The law imposing such a liability has been now amended, but the amendment is not retroactive.)

I had all of the notes taken up from the banks and new notes given by Fletcher and White, in order that the Statute of Limitations might begin to run at the time of payment by the guarantors.

If these men were sureties, their right of action had expired under the Statute of Limitations. I chose to consider them as guarantors, and took this step in order to claim, if possible, that the right of action originated at the time of payment of the notes by the guarantors. If this theory is correct, then the right of action does not expire for some months yet.

Further careful investigation of the affairs of the Club has developed the fact that the President, Mr. White, and the Directors committed many illegal acts, undoubtedly in perfect innocence. It is my opinion that a large percentage of the memberships sold by the Athletic Club were absolutely void under the law. It is my further opinion that many of the acts of the Directors were illegal and made the Directors who participated therein jointly and severally liable. It would be impossible to determine, this side of the highest courts of this State, which memberships were legal and which were not, in order to determine not only who were liable under the membership liability, but also the amount of the liability of each.

The San Diego Athletic Club has been reorganized, the bond issue foreclosed, and the property sold; so that practically nothing is left in the old club. A judgment against it would be of no value. The only possible method of collecting any money would be by attempting to enforce membership liability. The directors of the reorganized club state frankly that if any such action is begun they will immediately bring action against the old Directors of the Athletic Club, jointly and severally, asking for large sums of money on account of malfeasance in office. Whether they could succeed in any such action is problematical.

In connection with the affairs of Mr. Lynch: Mr. White guaranteed notes of the Pacific Cottonseed Products Corporation, and hypothecated most of his San Diego real estate to secure those obligations. After much negotiation, an arrangement was finally made whereby Mr. Lynch accepted the properties in full settlement of Mr. White's obligations. I think you are likewise familiar with this transaction.

Now as to Mr. White's relationship with Mr. Fletcher. I have never known anything about that situation. Mr. White never took me into his confidence in the matter, and knowing that there were business relations between them, I wrote Mr. White a letter, sending a copy thereof to Mr. Fletcher, in which I stated expressly that I would take no responsibility whatsoever for that relationship. It was only after Mr. White's death that I learned that Mr. Fletcher had properties in his hands which belonged to Mr. White. I have never had any professional relationship with Mr. Fletcher, except as indicated in the memoranda of services enclosed herewith.

I of course have no information whatsoever that would be of any value in filing an Income Tax Return. The papers which you

April 10, 1933

have will undoubtedly indicate losses far in excess of any possible income.

Neither have I any information whatsoever as to Mr. White's papers, or his safety deposit box. My advice to him was to change his place of residence out of the State of California, and to remove all personal property from the State. I assume that he followed this advice.

I likewise advised Mr. White to transfer all of his furniture, fixtures, jewelry, etc., to Mr. Yawkey on account of advances previously made to him.

I am indeed sorry not to be able to give you more information, and particularly sorry that such information as I can give has been so long delayed. I am sending a copy of this letter to Mr. Richard P. White, Jr., with my apologies for the delay.

Sincerely yours,

REJ/rr

(Signed) Ralph E. Jenney

Ralph E. Jenney
Attorney At Law
San Diego, California

Suite 1029
Bank of America Building
February 1 1933

Mr. F.M. White
223 Lancaster Street
Albany, New York.

TO RALPH E. JENNEY Dr.

To legal services re personal matters
to date, as per memorandum of
services attached\$350.00

RECEIVED PAYMENT:

Ralph E. Jenney
Attorney At Law
San Diego, California

Suite 1029
Bank of America Building
February 1 1933

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

TO RALPH E. JENNEY Dr.

To legal services from November 6, 1931
to date re Athletic Club matters, as
per memorandum of services attached, .. \$400.00

RECEIVED PAYMENT:

Ralph E. Jenney
Attorney At Law
San Diego, California

Suite 1029
Bank of America Building
February 5 1933

Mr. F.M. White
Col. Ed Fletcher.

TO RALPH E. JENNEY DR.

To balance due on account of state- ment first rendered July 1, 1931	\$ 500.00	<i>F.M.W</i>
To interest at 6% on same from July 1, 1931 to date	47.92	<i>F.M.W</i>
To legal services as per statement rendered November 6, 1931	3175.00	<i>White + Fletcher</i>
To interest @ 6% on same from Nov- ember 6, 1931 to date	238.13	"
To legal services re Athletic Club matters, as per statement ren- dered February 1, 1933	400.00	"
To legal services re Mr. White's personal matters, as per state- ment rendered February 1, 1933 ..	350.00	<i>F.M.W</i>
Total due to date	4711.05	

RECEIVED PAYMENT:

Date: February 1, 1933

To: Mr. F.M. White
Col. Ed. Fletcher

Subject: Memorandum of services from November 6, 1931 to date

1931
Nov. 21 Extended conference with Mr. White in New York re all affairs in San Diego

Dec. 17 Letter to Mr. White

Dec. 19 Letter to Col. Fletcher

Dec. 31 Work on White-Fletcher matters
Letter and memorandum re Athletic Club
Work on Lynch matter

1932
Jan. 21 Conference Frank Lynch re F.M. White obligations

Jan. 29 Conference Dempster McKee re White-Lynch matters
Letter to Mr. White re do

Feb. 26 Conference Fletcher and Lynch re White Trust Deed

Feb. 29 Conference Col. Fletcher re White matters

Mar. 2 Preparing Supplementary Declaration of Trust, F.M. White to Jenney and Whitcomb
Letter to Mr. White re do

Mar. 3 Further dictation on New Declaration Of Trust and letter to Mr. White
Letter to First Natl Bank re Declaration of Trust

Mar. 11 Letter to Mr. White re Lynch Trust Deed

Mar. 19 Letter to Mr. White re Grant Deed on home property

Apr. 22 To Los Angeles for interview with State Corporation Department re Athletic Club memberships

May 2 Letter to Mr. White

May 12 Conference Col. Fletcher re Athletic Club matters
Conference Gordon Price re Dick Robinson interest

May 16 Luncheon conference at Athletic Club with Club Directors, Col. Fletch, Atty. Saunders, etc., etc., re White-Fletcher claims

May 18 Conference Col. Fletcher re Athletic Club

Extended conference with Saunders, attorney for Athletic Club; going over legal problems involved and explaining each of the claims to Messrs. White and Fletcher

Mr. F.M. White

- 2 -

February 1, 1933

1932
May 16 Examination of Minute Books and other papers of Athletic Club

May 19 Luncheon conference at Athletic Club with Club Directors, Executive Committee, Col. Fletcher, Atty. Saunders, etc.

June 15 Long letter to Mr. White re all matters

June 21 Letter to Col. Fletcher
Letter to Gordon Gray

July 22 Work on White - Fletcher - Athletic Club papers

July 31 Extended conference with Atty. Hugh Saunders re Athletic Club

Aug. 1 Conference Col. Fletcher re all notes
Attending meeting of Athletic Club Board, with Col. Fletcher and Atty. Saunders
Opinion to White and Fletcher re stock liability and tri-party claim

Aug. 6 Long letter and opinion to Mr. White re Athletic Club and Lynch matters

Aug. 15 Conference Col. Fletcher re White and Athletic Club matters

Further dictation on letter of Aug. 6th to Mr. White

Aug. 29 Conference Col. Fletcher re White and Athletic Club
Attending meeting of Athletic Club Board of Directors and Advisory Committee

Aug. 30 Extended conference Mr. Hugh Saunders

Sept. 6 Attending meeting of Athletic Club Directors

Sept. 12 Luncheon at Athletic Club with Athletic Club Board of Directors and Atty. Saunders
Conference Col. Fletcher
Letter to Athletic Club outlining Mr. White's position

Sept. 23 Letter to Rhoads, Secretary of Athletic Club
Conference Hugh Saunders re do

Oct. 6 Letter and opinion to Mr. White re stockholders' liability

Oct. 7 Letter to Mr. White re Pacific Cottonseed Corp.

Oct. 12 Conference Col. Fletcher and Attorneys Saunders and Jacques re Athletic Club
Letter to Mr. White re do

1932

- Oct. 24 Letter to Mr. White
- Nov. 23 Conference Col. Fletcher re proposed letter to members of Athletic Club
- Nov. 29 Conference Col. Fletcher and Attorney Harrison Sloane re Athletic Club situation
- Dec. 2 Letter to Wright & McKee giving valuation figures for White-Lynch settlement
- Dec. 7 Examination of papers in re White-Lynch settlement Drawing new release agreement
- Dec. 19 Conference in Dempster McKee's office with Messrs. Lynch, Fletcher and McKee, re White-Lynch settlement
- Dec. 20 Conference Attorney Mc Kee re do

COPY

Suite 1029
 Bank of America Building
 San Diego California
 November 6 1931

Mr. F.M. White
 Col. Ed Fletcher

TO RALPH E. JENNEY DR.

To legal services to date, as per following statement\$3175.00

1931

- May 12 Conference Mr. White re Athletic Club matters
- May 14 Conference Mr. White re Athletic Club and Fletcher matters
- May 22 Conference Mr. White and Col. Fletcher
 Examination of Attorney Webb's opinion re liability of members of Athletic Club
 Checking Fletcher-Sloane correspondence re Athletic Club loan and searching authorities
- May 23 Drawing Affidavit re furniture, etc.
 Conference re Guaranty and Suretyship
- May 25 Conference Mr. White re guaranty of Athletic Club notes
 Searching authorities and dictating memorandum brief re distinction between Guaranty and Suretyship in Athletic Club matter
- May 26 Conference Mr. White re Guarantyship and Suretyship.
 Brief work re membership liability
 Office conference
 Dictating memorandum of authorities
- May 27 Conference Mr. White and Col. Fletcher
 Brief work and dictating memorandum of authorities
- May 29 Conference Mr. White
- May 30 Brief work; searching and rechecking authorities
 Office conference; dictating memorandum of authorities

Mr. F.M. White
Col. Ed Fletcher

- 2 -

November 6, 1931

1931

June 2 Conference Mr. White and Col. Fletcher in re
Athletic Club

June 3 Searching authorities on guarantyship vs.
suretyship

June 4 Searching and checking authorities; memorandum
brief of same

June 5 Conference Mr. White
Checking authorities

June 6 Work on Declaration of Trust and checking forms

June 8 Work on Declaration of Trust

June 9 Preparation of brief re Guarantyship

June 10 Work on Declaration of Trust to secure guaranty

June 11 Work on Declaration of Trust

June 12 Conference with Mr. White in Los Angeles re
Athletic Club matters

June 29 Examination of papers and letters in Athletic
Club matters

June 30 Letter to Mr. White

July 1 Conference Mr. Fletcher re Mr. White and Athletic
Club matters
Extended examination of all Athletic Club matters

July 5 Examination of Eldred & Wansley's letter of
July 3, 1931

July 9 Work on White-Athletic Club matters

July 10 Work on Athletic Club matters

July 20th Checking latest amendments to Corporation Laws
and authorities, re stockholders' liability, and
dictating memorandum brief

July 22 Conference Col. Fletcher
Work on Fletcher-White opinion re stockholders'
liability and whether or not new law is retroactive.

Mr. F.M. White
Col. Ed Fletcher

- 3 -

November 6, 1931

1931

July 21 Preparation of opinion. Checking new laws

July 22 Preparing complete analysis of Notes
Drawing Power of Attorney White to Jenney and
Fletcher
Working over opinion. Office conferences.

July 23 Completing opinion to Mr. White and Col. Fletcher
re Club members' liability
Two letters to Col. Fletcher
Office conference re Athletic Club notes

July 24 Conference with F.J. Belcher re Athletic Club
Notes
Conference with Col. Fletcher re do
Letter to Mr. White

July 25 Conference with Mr. Gordon Price re Athletic
Club matters
Conference with Col. Fletcher
Attending meeting of Directors at Athletic Club
Extended and detailed examination of plans pro-
posed for reorganization, examination of books,
Minutes, etc., to determine status of hypotheca-
tion of underwritten memberships and subscriptions

July 26 Continued examination of do
(Sunday)

July 27 Conference Mr. Gordon Price

July 28 Conference with Col. Fletcher re Robinson notes
Conference with First National Bank re Robinson's
interest in Trust
Conference with Col. Fletcher re do
Conference Mr. Belcher, Col. Fletcher and Gordon
Price re Athletic Club Notes

July 29 Work on Fletcher-White-Robinson Declaration of
Trust

Mr. F.M. White
Col. Ed Fletcher

- 4 -

November 6, 1931

1931

July 29 Telephone call from Mr. White in Chicago
Conference with Mr. Belcher

July 30 Preparing Two Declarations of Trust in Athletic Club matters, on re Fletcher note secured by White home property, other re three R.T. Robinson notes

July 31 Conference at First National Bank re Declaration of Trust and Agreement
Work on two Trust Indentures
Conference with Col. Fletcher
Conference with Gordon Price re do
Letter to Col. Fletcher

Aug. 1 Work on Declaration of Trust, White-Fletcher
Letter to Mr. White transmitting same
Conferences Mr. Whitcomb, Col. Fletcher, Mr. Price
Letter to R.T. Robinson, Jr.
Drawing letters for signatures of three Banks
Letter to Gordon Price, delivering documents

Aug. 3 Letter of instructions to Bank re Trust
Letter opinion to First National Bank re White Trust

Aug. 4 Conference Col. Fletcher and Mr. Parker
Drawing first draft of Bondholders' Protective Agreement

Aug. 5 Drawing form of Demands from Bank on Guarantors
Extended examination of all contracts -- Barker Bros., Dohrmann Hotel Co., etc., and of First and Second Trust Indentures.
Conference Col. Fletcher
Letter of instructions to Col. Fletcher

Mr. F.M. White
Col. Ed Fletcher

- 5 -

November 6, 1931

1931

Aug. 6 Conferences with Gordon Price and Swift Torrance re Mrs. Robinson signing Trust
At First National Bank getting White Note and delivering papers
Extended conference Col. Fletcher and Mr. Price

Aug. 7 Extended report in letter form to Mr. White
Extended conference with Col. Fletcher
Letter to Athletic Club re Notes
Phone conference with Col. Fletcher re do

Aug. 8 Letter to First National Bank re forwarding White Note for guaranty
Conference with Col. Fletcher
Searching authorities re power to levy assessments. Examination of Articles and By-Laws re do.
Examination of same re membership liability

Aug. 10 Brief re right to levy assessments
Examination of authorities re membership liability
Conference Curtis Hillyer
Conference Neil Brown
Luncheon conference with Col. Fletcher
Checking Minutes, By-Laws, Articles, Code sections and authorities re assessments; memorandum brief re do.
Letter to Col. Fletcher acknowledging receipt of certain papers

Aug. 11 Examination of Athletic Club books and papers
Conference at Security Bank - receipt and payment
Conference Mr. Fletcher re do

Mr. F.M. White
Col. Ed. Fletcher

- 6 -

November 6, 1931

1931

- Aug. 11 Conference Mr. Fitzpatrick re Athletic Club
- Aug. 12 Further examination of Minutes, By-Laws, etc.
Conference Mr. Belcher re Athletic Club
Letter to Col. Fletcher
- Aug. 13 Drawing new Demand on Athletic Club re White Note
- Aug. 14 Letter to Security Bank re Note from Athletic Club and application there of pro rata collections on stockholder liability
- Aug. 15 Letter to Mr. White.
Conference Security Bank re membership liability
- Aug. 20 Letter to Mr. White re possible attacks on memberships and re other matters
- Aug. 22 Letter to Col. Fletcher re Club assessments
- Aug. 25 Luncheon conference with Col. Fletcher
Outlining letter for Barker Bros. to send to Athletic Club
- Aug. 26 Drawing resolution for passage by Athletic Club
Letter to Col. Fletcher re do and other Athletic Club matters
Work on Bondholders' Protective agreement (also two hours at home in evening on this)
- Aug. 27 Letter to Col. Fletcher
- Aug. 31 Preparing Bondholders' Protective Agreement
- Sept. 1 Work on Bondholders' Protective Agreement
- Sept. 2 Work on Bondholders' Protective Agreement
Letter to Col. Fletcher re Eldred & Wansley report
- Sept. 3 Work on Bondholders' Protective Agreement
- Sept. 4 Work on Bondholders' Protective Agreement
- Sept. 5 Work on Bondholders' Protective Agreement
- Sept. 8 Written Opinion to Col. Fletcher re stockholders' liability

Mr. F.M. White
Col. Ed Fletcher

- 7 -

November 6, 1931

1931

- Sept. 8 Letter to Col. Fletcher re Bondholders' Protective Agreement
- Sept. 9 Conference Hugh Sanders re obligation of Athletic Club to White, Fletcher, et al
- Sept. 10 Reckoning accrued interest on Athletic Club Notes - memorandum re do
Conference Curtis Hilyer
Letter to Mr. Hugh Sanders re resolution to present to Board of Directors of Club
- Oct. 22 Conference with Col. Fletcher
Phone conferences with Hugh Sanders at Athletic Club and with Col. Fletcher
- Oct. 23 Conference with Col. Fletcher and Club Directors at Athletic Club
- Oct. 28 Conference Col. Fletcher and Mr. Price re Athletic Club Notes and suits
- Nov. 6 Conference Col. Fletcher Examination of proposed letter to Athletic Club

SUPPLEMENTARY AND AMENDED DECLARATION OF TRUST

WHEREAS, there has heretofore been conveyed by FREDERICK MOIR WHITE, of San Diego, California, hereinafter sometimes called the Trustor, to RALPH E. JENNEY and WALTER B. WHITCOMB, of San Diego, California, as joint tenants, hereinafter sometimes called "Trustees", certain real property in the City of San Diego, County of San Diego, State of California, described as follows:

Lots One (1) and Two (2) in Block Eight (8) of Loma Grande, according to the Map thereof No. 692, filed in the office of the County Recorder of said San Diego County November 23, 1891; and

The West One-half ($W\frac{1}{2}$) of Fractional Block Four Hundred Seventeen (417) of Horton's Addition to said City of San Diego, according to the Map thereof on file in the office of the County Recorder of said San Diego County;

Together with all improvements thereon located;

and

WHEREAS, the parties hereto did, on the 1st day of August, 1931, accept and execute, respectively, a Declaration of Trust in connection with said property, reference to which is hereby made with like effect as though the same were set forth in full herein; which said Declaration of Trust is now supplemented and amended as herein indicated; and

WHEREAS, said Trustor and one Ed Fletcher and one Richard T. Robinson, Jr. have heretofore guaranteed certain promissory notes executed by San Diego Athletic Club, a California corporation, as maker, in favor of various banks and individuals as payees; and

WHEREAS, the said San Diego Athletic Club has admitted that it is unable to meet said obligations, and the said banks and other payees have demanded that the guarantors pay the same; and

WHEREAS, certain payments on account of said guarantees are now being made by Richard T. Robinson, Jr. and other payments are being made by Ed Fletcher; and

WHEREAS, in order to pay certain notes of said San Diego Athletic Club which are guaranteed by Richard T. Robinson, Jr. and/or Ed Fletcher, and to meet certain expenses in connection therewith and herewith, it is necessary for the said Ed Fletcher to borrow from The First National Trust and Savings Bank of San Diego the sum of Five Thousand Two Hundred Fifty Dollars (\$5250.00), which said obligation is evidenced by the good and sufficient promissory note of said Ed Fletcher et ux, in words and figures as follows:

"No. _____ San Diego, Calif., August 1, 1931

On August 1, 1932, after date, without grace, for value received, I promise to pay to the order of The First National Trust and Savings Bank of San Diego, at its banking house, in

"the City of San Diego, Calif., the sum of Five Thousand Two Hundred Fifty Dollars (\$5250.00), with interest thereon from date at the rate of Seven per cent. per annum, payable quarterly, principal and interest payable in United States gold coin. Should the interest not be paid when due, it shall thereafter bear the same rate of interest as the principal, and at the option of the holder of this note the whole sum of principal and interest shall become immediately due and payable. Should an attorney be employed to enforce the payment of this note, I agree to pay an additional sum of ten per cent. on the principal and accrued interest, as attorney's fees. The makers and endorsers of this note hereby waive diligence, demand, presentment, protest, and notice of non-payment. This Note is secured by Declaration of Trust No. LX executed by Ralph E. Jenney and Walter B. Whitcomb, dated August 1, 1931.

ED FLETCHER
MARY C.B. FLETCHER"

and

WHEREAS, the said Ed Fletcher has borrowed said money at the request of the Trustor herein named in order that said guarantees, which are joint and several obligations of said guarantors, may be fulfilled and the guaranteed notes paid; and

WHEREAS, the said Trustor is indebted to Ralph E. Jenney, individually, for attorney's fees, costs and expenses already rendered in connection with his affairs to the extent of several thousand dollars, and said Ralph E. Jenney, as attorney and not as Trustee hereunder, is intending to render additional legal services, and to pay certain costs and expenses, and otherwise to advance moneys from time to time to the

Trustor, to a total extent, however, of not more than Twelve Thousand Dollars (\$12,000.00); and

WHEREAS, the following conveyance has been made by the Trustor to the Trustees to secure payment of the above indicated obligations in the order of priority as named;

NOW, THEREFORE, in consideration of the recitals herein contained, and in consideration of said The First National Trust and Savings Bank of San Diego making said loan to said Ed Fletcher, and for other valuable considerations herein indicated, and in order to secure the following obligations in the following order of priority, namely:

- 1st: Payment of said note to The First National Trust and Savings Bank of San Diego as above indicated;
- 2d: Payment of all obligations to Ralph E. Jenney on account of legal services heretofore rendered, legal services hereafter to be rendered; and all costs and expenses incurred by said Ralph E. Jenney in connection therewith and all advances made by said Ralph E. Jenney to said Trustor for any purpose whatsoever, in the total sum, however, of not more than Twelve Thousand Dollars (\$12,000.00); and
- 3d: Performance of any other obligations herein indicated;

it is declared and agreed as follows:

Said Ralph E. Jenney and said Walter B. Whitcomb, as such Trustees, hereby acknowledge and declare

that they have no interest in or claim to said property, except as herein expressly specified; and that they hold said property IN TRUST for the purpose of securing said claims as indicated.

Said Trustees hereby declare that no consideration was paid by them, or either of them, except as herein expressly indicated, for the conveyance to them of the hereinbefore described real property, but that the same has been accepted and will be held by them subject to all existing encumbrances, easements, restrictions to all existing encumbrances, easements, restrictions or other clouds or claims against the title thereto, whether the same be of record or otherwise, upon the trusts, terms and conditions and for the purposes hereinafter set forth, until the whole of the Trust Estate is conveyed free of this trust as hereinafter provided.

Unless and until so requested in writing, and so furnished with such money or indemnity, all responsibilities towards said property and this trust shall rest solely and exclusively upon said Trustor and not upon said Trustees; and said Trustees shall not be liable in any manner whatsoever for any injuries, damages and/ or losses occurring to persons and/ or property in, upon or about said property, and the said Trustor agrees to hold them free from liability on account thereof. Said Trustees shall not be answerable or responsible for the validity

of the conveyance to them of said property, nor for the value thereof nor title thereto, nor for any easements, encumbrances, restrictions or other clouds or claims thereon or thereto, but the sole, only and exclusive liability of said Trustees shall be to reconvey the said property to the said Trustor, or to the person or persons legally entitled thereto, when the purposes for which this trust has been created have been fulfilled.

Said Trustees acknowledge that they hold said property upon the following express trusts, to-wit:-

The Trustor shall pay, before delinquency, all taxes and assessments upon said property and upon the debt secured hereby; shall pay when due all other claims, liens and encumbrances affecting the title thereto; shall provide fire insurance satisfactory to, and with loss, if any, payable to, the Trustees and/ or the Beneficiaries; shall keep said property and the lawns and gardens at all times in first-class condition and repair; and shall preserve and defend the property and the title thereto. Should the Trustor fail or refuse to so do, then the Trustees and/ or the Beneficiaries may, without notice to the Trustor, make or do the same in such manner and to such extent as they or either of them may elect, and the Trustor agrees to repay, within Thirty (30) days, without demand, all sums advanced or expended, and/ or all expenses, together with interest thereon at the rate of One per cent. (1%) per month until paid.

Should a breach or default be made in the performance of any obligation indicated herein, then the holder of the note mentioned as secured hereby may declare all sums secured hereby immediately due and payable, and shall execute and deliver to said Trustees a written declaration of default hereunder and demand for sale, and shall record, in the office of the Recorder of San Diego County, California, a notice of such breach and of election to cause said property to be sold to satisfy said obligations.

After three months shall have elapsed following said recordation of said notice, said Trustees, without demand on said Trustor, shall sell said property in such parcels and at such times and places as they shall deem best to accomplish the objects of these trusts, having first given notice of the time and place of such sale or sales, in the manner and for a time not less than that required by law for sales of real property upon execution, and by posting a copy of such notice in some conspicuous place on the property to be sold, at least twenty days before the date of sale.

Said Trustees may, from time to time postpone the sale of all or any portion of said property, by the publication, prior to the date of sale so advertised, of a notice of postponement in the same newspaper or newspapers in which the original notice of sale was published, or by public announcement thereof at the time and place of sale so advertised or postponed.

Such sale or sales shall be made in the following manner, namely:

At the time and place of sale fixed as hereinbefore provided, said Trustees may sell the property so advertised, or any portion thereof, either en masse or in separate parcels, at their sole discretion, at public auction, to the highest bidder, for cash, in gold coin of the United States, and after any such sale and due payment made, shall execute and deliver to the purchaser or purchasers a deed or deeds conveying the property so sold to such purchaser or purchasers, but without covenant or warranty, express or implied, regarding the title or encumbrances, whereupon such purchaser or purchasers shall be let into immediate possession of said property, and all other persons in possession thereof shall be deemed to be tenants at sufferance; and the recitals, if any such deed, of any facts or matters affecting the regularity or validity of such sale, shall be conclusive proof of the truthfulness of such recitals, and such deed shall be conclusive against all persons as to all matters recited therein. Said Trustees, or said Beneficiaries, or any person on behalf of either, or any other person, may purchase at such sale.

Said Trustees, out of the proceeds of such sale or sales, shall pay:

First: The expenses of such sale, including posting and advertising, together with the costs, fees, charges and expenses of these trusts; and in addition thereto the Trustees' fee for making said sale, which is hereby fixed at a sum equal to the charges of Union Trust Company of San Diego for such service; provided that if the indebtedness secured hereby shall be increased, the Trustees' fee shall be proportionately increased; which said amounts shall become due and payable upon receipt by said Trustees of such written

declaration of default and demand aforesaid.

Second: All sums which may have been paid or advanced in accordance with the provisions hereof and not repaid, together with the interest accrued thereon.

Third: The amount due and unpaid on said promissory note herein set out, or any renewal or renewals thereof, or of any part thereof, with interest accrued thereon.

Fourth: The amount due and unpaid to Ralph E. Jenney, with interest accrued on each item at the rate of Seven per cent. (7%) per annum.

And, lastly, the balance of such proceeds, if any, to the persons or person legally entitled thereto.

The Trustees may, at any time, without notice, upon written request of the holder or holders of the note secured hereby, reconvey portions of said property without affecting the personal liability of any person for the payment of the indebtedness mentioned as secured hereby, or the effect of this Declaration of Trust upon the remainder of said property, and without liability of the Trustees for reconveyances so made.

Should either of said Trustees die or be disqualified to act as such before the termination of this trust, then the survivor shall be sole Trustee hereunder, with such rights and powers as both would have if acting jointly. Should both of said Trustees die before the termination of this trust, then a successor Trustee, with like rights and powers, shall be appointed by the Presiding Judge of the Superior Court of San Diego County, and the heirs, executors, administrators or legal representatives of the survivor of the Trustees herein named shall thereupon convey the trust property to such successor Trustee.

This instrument is being executed at the direction of said Trustor, simultaneously with the making of said loan by said Bank, in consideration of the making of said loan, and as a part of said transaction.

IN WITNESS WHEREOF, said Trustees have hereunto subscribed their names this 26th day of February, 1932.

RALPH E. JENNEY

WALTER B. WHITCOMB

Approved and accepted this
5th day of March, 1932.

FREDERICK MOIR WHITE

YAWKEY LUMBER COMPANY
WAUSAU, WISCONSIN

April 29th, 1933.
Saturday

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

My dear Mr. Fletcher:

Your letters of 14th, 15th, 17th and 21st have all been received.

I received a letter from Mr. Jenney which gives quite a detailed description of what he knows about Mr. White's affairs. I am enclosing a copy of this (Mr. Jenney's) letter and also copies of the bills which he sent, and I am also enclosing a copy of the amended Declaration of Trust in reference to the Upas Street property which he sent me.

I wish to say that I have a copy of the original Declaration of Trust, and this amended copy is just the same as the original except that it secures Jenney's bills, as well as the note at the Bank for \$2250.00.

It seems to me that Mr. Jenney's letter is a very good one, and I am writing thanking him for the information.

Between you and me, it looks to me as though his bill for services is pretty high, and still from the length of the bills it looks as though he had done a good deal of work, especially on the Athletic Club matters.

I have marked on the bill which shows a total of \$4711.05 the items which I assume belong to Fred, and the items which I assume belong to White and Fletcher on account of the Athletic Club. After looking this over, I wish you would say if you agree. I do not think his bills are very plain, but if there is anything that you do not understand suppose you take it up with Mr. Jenney so we can determine now what belongs to Fred personally and what belongs to you and Fred on account of the Athletic Club.

In writing Mr. Whitcomb about a month ago, I asked him if Fred had any indebtedness at his Bank, and he replied "our Bank holds no notes signed by Mr. White, but he is an endorser on two notes aggregating \$110,000.00 of the Pacific Cottonseed Products Company." Mr. Whitcomb did not say anything about how he is going to collect this and I am under the impression

Col. Ed. Fletcher ---2---

April 29th, 1933.

that he figures on having it paid by some of the other endorsers, as he must know that Fred has nothing.

In regard to the Athletic Club. I doubt very much if you will ever be able to get anything from them. Mr. Jenney seems to think that the only chance would be to sue the different members of the Club, and that is a pretty expensive affair, and from his statement it is very doubtful if anything may be collected from most of them.

I note Mr. Jenney's letter to you in which he states he is willing to take \$4239.95 in full settlement of the account, and you seem to think that he would take even less if the offer were made.

I want to say that it is not possible to pay him any cash at this time. Fred's estate has absolutely nothing and as I have told you before, Mrs. Joslyn is having a hard time getting a living in these times. Personally, it is out of the question for me to advance any money. I am having all I can do to pay interest on money that I owe at the Banks and get money to live on. So I do not see how any deal can be made with Mr. Jenney on his account *at present*.

It might be well for you to see what you can get for the Upas Street house, but from what has been said I do not imagine that you would be able to get any more than enough to pay what is due the Bank, Jenney, and the taxes.

What do you think of holding the property for a time providing, of course, Jenney and the Bank are willing? It seems a shame to sell this property at anything like \$10,000. to \$12,000.

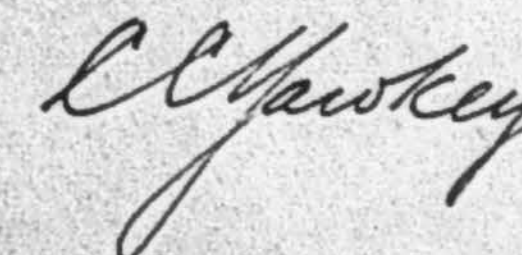
Another thing, is there any time of year when property of this kind can be sold better than at some other time? I would imagine that more new people come to San Diego along in the summer and that might be a better time to sell the property than now.

I haven't had time to thoroughly go over the papers which you sent in reference to the Cottonseed Oil proposition and which you are to return to Mr. Jenney, but will do this within a day or two and will then mail them back to you.

Sincerely yours,

CCY.:JAS.

Enclosures



MAY SECOND
L 9 3 3

Mr. C. G. Lawkey
Wausau
Wisconsin

My dear Mr. Lawkey:

I am enclosing map showing the properties in red owned by the City of San Diego in the San Pasqual Valley. The left hand black lines shows the Bernardo Bridge. The dam is 6 miles below the bridge. Each small square is a quarter of a mile. The White property and the Storey property you will notice is the connecting link between two pieces of land owned by the city.

The following are the prices and options I have on either all water rights, or the land and water rights:

NAME	ACREAGE	NEW PRICE	OLD PRICE
✓ Storey	35	\$ 5,000	\$ 10,000
✓ Bradbury	62	10,000	75,000
✓ Hood	92	15,000	75,000
✓ Menville	60	12,000	35,000
✓ Jennings	20	3,800	8,000
✓ Boyle	100	12,000	45,000
✓ Ward Estate	452	30,000	150,000
✓ Louisa Dyar	120	5,000	19,000
✓ Lucie R. Dyar	40	3,000	10,000
✓ Webb	792	60,000	250,000
✓ Peet	162	15,000	50,000
✓ Rockwood	125	15,000	60,000
✓ F. Herbert Judson	500	17,500	80,000
✓ Lillian Judson	160	11,500	48,000
✓ Ray Russell	80	15,000	64,000
✓ Marchus	80	15,000	60,000
✓ Henry Johnson Estate	120	7,500	15,000
✓ Peter Georgeson	180	22,000	88,000
✓ E. R. Harris	160	2,000	12,000
Ervin Georgeson	420 including Garlock	5,000	28,000

I have practically all of them corraled. The situation is this. The city is bonded up to the hilt under the state law and the county assessor is reducing the assessments with the result that there is no bonding margin left. The city has 50 billion gallons in storage in its reservoirs - enough for a five year's supply and completing El Capitan Dam this year which will

office next Monday and we are going right after it hard so will you kindly let me have an idea of what your pleasure is by telegram at my expense on receipt of this letter?

Please return the enclosed map as it is the only one I have now. You will find a map of your property in your certificates of title on the back page but if you want one of these maps I can send you one later on.

With kind personal regards.

Sincerely yours,

E.F. ASK

P. S. The reservation will read as follows:

"We reserve the right when the water is available to divert by gravity or pumping water for use upon the lands included in this option not to exceed normal use, for domestic and irrigation purposes."

You will also notice that in the deed that went to Fred and which you now have, there is another reservation reserving certain water rights for the balance of the Prantice Ranch.

E.F.

furnish water for another 100,000 people so the only chance is to get hold of the \$500,000 that is in the treasury voted for a special purpose to build the canal line from Sutherland over to El Capitan. On the other hand the city's cost of building El Capitan will run \$300,000 more than the estimates. Then the pipe line will cost \$200,000 more than expected.

There is one group wants to see the money in the hands of the city spent to clean up the San Pasqual. The other wants to see this money used to complete El Capitan. I feel the city should, some how, some way, complete El Capitan Dam but acquire these San Pasqual properties now for future generations. It is going to be a hard fight.

My suggestion to you is to make two propositions. One is to offer to sell the riparian and pumping rights, copy of option which is herewith enclosed for \$30,000 or the entire property outright sale for \$70,000. There would be a reservation in the agreement to allow you to develop what water you want for your land at all times. The same right that all others are reserving.

I do not believe the dam will ever be built above the 330 foot contour and in no case over the 340 with the result that if you sold your water rights as the others are now planning to do and they built a dam later they would have to pay you for the floodage rights of about 40 acres that would be flooded.

If they ever built to the 395 foot contour shown in brown then you could make them pay again.

The engineer, Mr. Savage, is in favor of a super Hodges dam built to the 395 foot contour. Only time can tell whether his plan will be carried out or not.

Regarding your property. The purchase price of the Prentice was \$125,000 and the Carter Hickey \$25,000. The Fenton property was \$350,000. He has now come down to \$125,000 and I hope to get him down to \$100,000.

You will make more money out of it in the long run in my opinion by selling the water rights for \$30,000 now and when agricultural conditions come back your land should bring in some kind of a revenue to a good deal more than pay taxes. Right now it is almost impossible to get any revenue out of land.

The city will raise Lake Hodges Dam any way 15 feet and you are going to get another crack at them then.

I have purposely waited to give you the picture but I need a reply by telegram as I have made up my mind that it is imperative that we get busy immediately. I have also waited in submitting same to the city on account of the new election. Our new city officials will take

PATRONS ARE REQUESTED TO FAVOR THE COMPANY BY CRITICISM AND SUGGESTION CONCERNING ITS SERVICE

1201-S

CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable sign above or preceding the address.

WESTERN UNION

NEWCOMB CARLTON, PRESIDENT

J. C. WILLEVER, FIRST VICE-PRESIDENT

SIGNS

- DL = Day Letter
- NM = Night Message
- NL = Night Letter
- LCO = Deferred Cable
- NLT = Cable Night Letter
- WLT = Week-End Letter

The filing time as shown in the date line on full-rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.

Received at 341 Plaza San Diego Calif Always Telephone Main 2151

FA155 16=WAUSAU WIS 6 1006A

1933 MAY 6 AM 8 29

ED FLETCHER=

1020 NINTH AVE SANDIEGO CALIF=

WILL SELL WATER RIGHTS THIRTY THOUSAND OR ENTIRE PROPERTY SEVENTY THOUSAND AS OUTLINED IN YOUR LETTER=

C C YAWKEY.

MINUTES IN TRANSIT	
FULL-RATE	DAY LETTER

WESTERN UNION GIFT ORDERS ARE APPROPRIATE GIFTS FOR ALL OCCASIONS

June 13-1934

Wausau, Wisconsin, June 13, 1933.

Col. Ed. Fletcher
San Diego
California

Dear Col. Fletcher:

In consideration of \$1 and other considerations, the receipt of which is hereby acknowledged, we give you or your assigns, an option for one year from date to purchase approximately 404 acres which we own in Rancho San Bernardo and in Section 6, Township 13 South, Range 1 West, S.B.M. in San Diego County, California. The consideration to be \$70,000.

Or, in consideration of \$30,000.00 cash we will sell all our water rights as it affects the above described property.

We agree as follows:

1. To transfer all riparian and all water rights.
2. To give to you the right to divert the San Pasqual river water from the water shed by means of dams, pumping or otherwise.
3. An agreement to execute agreements or deeds of conveyance of some kind to the above containing words of conveyance approved by the City of San Diego. The final contract to be approved by the city attorney of the City of San Diego.
4. We reserve the right, when the water is available, to divert by gravity or pumping, water for use upon the lands included in this option, not to exceed normal use for domestic and irrigation purposes.

We agree to put all papers in escrow when the money is placed in any bank in San Diego and will pay for the continuation of the certificate of title, which the city of San Diego now has in its possession, showing the property will be free and clear of encumbrance subject to the reservations as heretofore agreed to in the City of San Diego's purchase of the Prentice property, said certificate of title to be furnished when the money is paid and the agreements go on record.

Yours very truly,

CYRUS C. YAWKEY, PRESIDENT
AYTCH. P. WOODSON, SEC. & TREAS.

YAWKEY LUMBER COMPANY
WAUSAU, WISCONSIN

January 29, 1934.
Monday

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

Dear Mr. Fletcher:

Last spring Mrs. Joslyn sent me Fred's personal books and a lot of papers that he had at Albany. I went thru them to get them in shape and intended to write you about some items, but went to the hospital instead and have only gotten around to look over the books again this past week.

Below I give you a list of some items that I wish you would let me know if you know anything about:

G.N. Chamberlain Sales Contract	- \$5,500.00	- Contract missing
Mrs. Marie Hoyt Loan	- 75.00	- Note on hand
Mrs. Myrtle Carpenter Contract	- 1,067.24	- Contract on hand
Richard H. Smith Loan	- 300.00	- Note on hand
Western Seaboard Corp. Loan	- 915.00	- Book a/c
Mrs. Elizabeth Peacock Loan	- 2,300.00	- Book a/c 100-19
Geo. Champion	- 250.00	- Book a/c to Berta
Chas. Fairchild	- 150.00	- Book a/c 400 note
Ed. Fletcher Loan & Club A/c.	- 1,257.02	- Book a/c
Los Angeles Investment Co. Pool	- 3,571.42	- Book a/c
San Diego Independent Pub. Co. Pfd.	24,783.33	- Certificate on Par value(hand.

Good at
Street of Co

Also wish you would let me know if you know what became of Fred's San Diego Athletic Club bonds. These stand on his books at \$18,300.00, but the bonds seem to be missing.

If you can give me any information on any of the above it will be greatly appreciated.

I am still partially laid up. Am getting better but it is very slow. Am able to use my arm a little but I still have a good deal of pain in my arm and shoulder and not able to use it much and have to spend all of the morning and part of the afternoon with treatments. However, I expect to get straightened out some day.

With kind regards, I remain,

Yours truly,

CCY.:JAS.

February 1934

9

Mr. C. C. Yawkey
Wausau
Wisconsin

My dear Mr. Yawkey:

Answering yours, of the 29th, will say the Chamberlain sales contract for \$5500 was attached by the Security Trust & Savings Bank. Mr. White owed them something like \$12,000. Chamberlain has been unable to pay this \$5500 and the Home Owners Loan Association have refused to loan but \$2800 on the property so you can get some idea of how values have gone down.

Regarding Mrs. Marie Hoyt. She was a friend of Mr. and Mrs. White and has absolutely nothing. I do not think there is any possibility of getting back the \$75.

Mrs. Myrtle Carpenter threw up her payment. The property has been attached to pay for White's loan at the bank.

Regarding the Richard H. Smith loan of \$300. There is no chance of collecting it. He has a wife and family, his income is small, working for the City, and Mr. White let him have the money years ago. Smith was the head man in the Aedon Quartet. I paid their transportation and expenses myself to Memphis. You might garnish his wages but I don't know how his family would live.

The Western Seaboard Corporation. I have gone into the matter thoroughly. They are a busted concern. Fred was one of the partners. There is not a chance of getting a nickel out of this.

Mrs. Elizabeth Peacock loan. Mrs. Peacock was a dear friend of Mr. and Mrs. White. Mr. Peacock went broke financially and left the country. We never heard of him again. Mr. and Mrs. White thought the world of Mrs. Peacock's daughters. In the presence of Mrs. Fletcher and myself, Mr. White stated that he was going to give \$100 a month to the daughter for 18 months, ostensibly to have the Peacock girl go to an art school but I guess they lived on part of it. Mr. White paid this \$100 for 19 months. The only money that Mrs. Peacock borrowed was \$400. I asked her about it yesterday and she said it was impossible for her to pay but she would try and do it a little later.

Regarding George Champlin's \$250. It is out of the question to collect that, in my opinion. He is struggling to live and keep his family, is completely busted and it would be money thrown away to sue him. I am trying

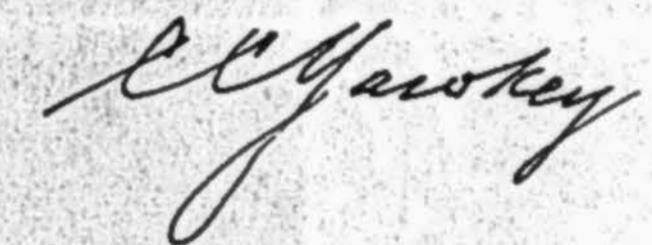
April 3rd, 1934

Col. Ed Fletcher
San Diego, California

Dear Sir:

In consideration of your services, past and future, in attempting to dispose of the San Pasqual lands, my option of June 13, 1933 is hereby extended to April 1st, 1935.

Yours very truly,



to collect something from him now and have to get it from an endorser at the rate of about \$25 a month. Champlin cannot pay, I don't believe.

Charles Fairchild was, I believe, an Englishman that Fred befriended and helped from time to time but I cannot locate him.

Regarding book account of \$1257.02 of mine or loan, and club account. This is correct but there is an off set to this amount of between \$800 and \$900 which he collected and has not been placed to my credit. In addition to that, as you know, I am on notes with Fred to the extent of \$25,000 to the three banks in this city and I have put up all the security to pay the loans which we owed the banks and am trying to pay them off gradually. If Mr. White's estate was solvent he would be owing me some where between \$15,000 and \$16,000. This is a guess without examining the books.

The San Diego Independent stock is worthless. All of us, Harston, Gilmore, Bridges, Johnson, Snyder and myself, charged this off to profit and loss in 1928.

The Los Angeles Investment Company is a liability, not an asset. I have just talked with Mr. Lynch, President of the Benson Lumber Company who was in this pool and he says that if Mr. White was solvent they might go after him for losses but under no condition is there a chance of ever getting anything back.

The San Diego Athletic Club bonds are here in my safe. I am holding them for the Estate's account with others in an attempt to make an adjustment and get something out of it. The corporation commissioner has said that all the directors of the club violated the law many times while Fred was President and they are holding it over our heads. We are trying to work out a settlement of some kind and our interests are mutual. I am following this matter up as rapidly as I can.

I am glad to know that you are getting better, have the use of your arm and will soon be around again. Don't you think a trip to California would be the best thing for you and yours? We would love to have you here.

I have sent a copy of this letter to Mrs. Joalyn.

With kind personal regards, to you and yours.

Sincerely yours,

EF:ASK

January 5, 1935.

Mr. C. C. Yawkey,
Wausau, Wisc.

My dear Mr. Yawkey:

We have a new city manager, Mr. Buck, and I had him out with me to Eagles Nest the other night, with two or three others, entertaining him and Lt. Governor Hatfield who is going to be our boss in the State Senate.

I told him about your property, the history of the whole case and he answered that if it could be bought at a price satisfactory to him he would buy. He made no suggested price and I had no right to make any suggestion. As you know, money is terribly tight. We are 32 percent delinquent in our taxes and we are having a terrible time in California today with \$35,000,000 deficit to make up in our state government and running behind \$55,000,000 a year, even tho we have a two percent sales tax.

It is not for me to tell you what you are willing to take for cash if I can get the city to buy. Do you want to take a loss, and if so, how much. There are about 400 acres in the tract. All I can get, as you know, is \$75 to \$100 a year for it for pasturage. No land is being farmed anywhere, noone is making a nickel on anything, orange and avocado orchards are hardly paying taxes. Of course, things will come back after a while, and if you want to wait o. k. Some day the city will want that property, but they are using none of it now, and with the completion of El Capitan Dam last month on the San Diego River, they are adding enough water for 100,000 people, so it will be five to ten years, in my opinion, before they will consider developing on the San Pasqual River.

Let me know two things, will you sell your riparian rights separate from the land? You could probably get about 50 to 60 percent of the price for the water rights. That is about the proportion up the valley of the offer made to the city. Personally I would rather insist upon selling it all or none, for with the water rights gone the city could some time build a dam above and make us wait another 10 years.

They may never want it at all if they

August 10, 1935

David [unclear]

Mr. C. C. Yawkey
Wausau, Wisconsin

My dear Mr. Yawkey:

Again we have succeeded in blocking the transfer of the Sutherland funds and once more, with a new City Manager, I am taking up the matter of the acquisition of the water rights.

You will hear from me again very shortly.

Sincerely yours

EF:RC

Sent to:

C. C. Yawkey
Wm. G. Jennings
Ervin Georgeson
Wm. H. Dyer
W. N. Bradbury
Lillian P. Judson
Everett Peet
Herbert Judson
Lester D. Rockwood
C. G. Marchus
E. R. Harris

Nellie Johnson Skoog
Eugene Boyle
E. H. Webb
Roy J. and Louis C. Myers
H. G. Fenton
Fred A. Dyar
Mary B. Judson
Ruth La Prade

never raise the present lake... I am not going to tell you
how much, if anything, you are willing to give... I am
willing to make a special effort in this matter...
and have paid the way if you want to dispose of the property.
If agriculture ever comes back there are about 100 or 200 acres
out of the 400 acres that are good.

With kindest regards, I am
Sincerely yours,

EF:KLM

October 7, 1935

Mr. C. C. Yawkey

Wausau, Wisconsin

My dear Mr. Yawkey:

Once more we have jumped the hurdle and the city has abandoned transferring the money from the Sutherland fund for El Capitan. The El Capitan pipe line has been financed by other means.

I hope in the near future to have something definite for you from the city.

Sincerely yours

EF:RC

This letter sent to all San Pasqual
Land Owners.

CYRUS C. YAWKEY, PRESIDENT
AYTCH. P. WOODSON, SEC. & TREAS.

YAWKEY LUMBER COMPANY
WAUSAU, WISCONSIN

October 25, 1935
Friday

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

Dear Mr. Fletcher:

Your letter 21st inst. received, and I wish to thank you for the check for \$75.00 for rental of the San Pasqual property. It seems like a small amount but it is certainly better than nothing. This, as I understand it, pays the rental from December 1, 1935 to December 1, 1936.

With kind regards, I remain,

Yours truly,

CCY.:JAS.



YAWKEY LUMBER COMPANY
WAUSAU, WISCONSIN

December 26, 1935.
Thursday

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

Dear Colonel Fletcher:

The box of grapefruit which you sent was duly received, and I want to thank you heartily for your kindness in sending this. We have sampled them and they certainly are fine. Never have had any nicer ones.

In your letter of 19th inst. you speak about offering the Prentice property to the city for \$50,000.00. I hope you will get an offer from them, even if it is less than this, as I would like awfully well to turn this property into money, even though it is at a big loss.

With kind regards, I remain,

Yours truly,



CCY.:JAS.

January 24, 1940

Mr. C.C. Yawkey
Wausau, Wisconsin

My dear Mr. Yawkey:

Enclosed find clipping from yesterday's paper that is explanatory.

I have not yet recorded the deed that you signed. The City is negotiating and might consider buying the property for a low figure. As the property was deeded to my daughter, what I had in mind was this: If I can make some kind of a deal with the City to execute new deeds direct to the City and give instructions to pay the money over to me as Agent. In this way they cannot hang it on me that I am trying to gyp the City.

I think I told you that the Banks put me through the ringer but gave us back our notes without a deficiency. The Thums brought a suit of over \$130,000 with interest - I settled same for \$50,000 - part cash and part on time so I know I am not going to be put through insolvency, but we have been through h---. I never got a nickle out of the San Diego Athletic Club, it cost me many thousands of dollars but I have no kick coming.

I am enclosing the last picture of the family with our ten children and ten in-laws - all healthy and happy, fourteen grandchildren and three on the way.

Will announce my candidacy for Congress this week. Mrs. Fletcher and I are leaving for the Special Session of the Legislature tomorrow, and oh! boy, we will knock Governor Olson's ears down and give him the surprise of his life.

With kindest regards,

Sincerely yours,

EF/jv

YAWKEY LUMBER COMPANY
WAUSAU, WISCONSIN

January 29, 1940
Monday

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

Dear Colonel Fletcher:

Your letter 24th inst. came this morning, and first I want to congratulate you on the family picture. It is certainly a great picture and you are to be congratulated in having so many children and their in-laws and also the grandchildren. I am very pleased to have the picture.

I note what you say about the San Pasquel lands which I sold you for \$1000.00 and deeded to your daughter. I would like to handle it the way you suggest, in case you make a deal with the city, but I do not see how I can do so. The land cost me \$70,000., and I sold it to you for \$1,000., and claimed a loss for the difference, and of course my income tax report went in that way.

So far, they have not questioned the sale, but I am afraid I would get in all sorts of trouble if I turned around and gave a new deed at this time at a higher price.

I hope you can figure out some other way of handling this as I do not see how I could give a new deed for it even though my old deed has not been put on record.

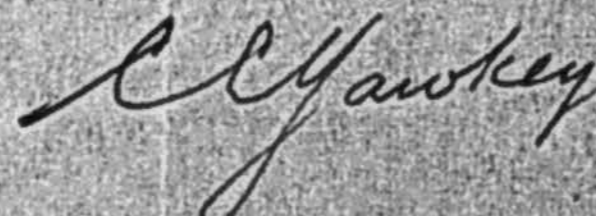
I am glad to hear that you are getting your affairs in better shape. Perhaps, sometime, we will get out of this "depression."

I note you expect to run for congress. This is fine as we need such men as you down there in Washington. I am sure if you get there you can help do some things that will stop this continual spending.

I wish you success, and again thanking you, I remain,

Yours truly,

CCY.:JAS.



ED FLETCHER

SACRAMENTO

February 7, 1940

Mr. C.C. Yawkey
Wausau, Wisconsin

My dear Mr. Yawkey:

Answering yours of January 29th, I get your point of view and it is absolutely well taken. We will find some other way to handle the matter. I am coming East soon and hope to see you.

The Economy Bloc of which I am one, is knocking Governor Olson's ears down - the State is becoming very conservative again.

With kindest regards to you and yours,

Sincerely yours,

EF/jv

Ed Fletcher Papers

1870-1955

MSS.81

Box: 35 Folder: 10

General Correspondence - Yawkey, Cyrus C.



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