Santa Ana Cal.
R.D.#1 Box 365
Jany 7-31.

Mr. Ed Fletcher.

Dear Sir:-

Replying to your letter of the 5th,
W.O. is @ his fathers for a few
days - and if you want to get in touch
with him you can address him in
care of W.W. Spurlock Anaheim R.D. #4 - Box 291
So you had better write him @ once
as he is planning on leaving - and
I sure would like to see this settled
before he leaves -

Yours Truly L.M. Smith

Ed Modesi Mut. Irrig
Daigl 395 J

150.00 per.

4¢
528

Note.—Where liability is assumed under Use and Occupancy policies, for loss occasioned by Tornado, Cyclone or Windstorm, the rates for "Tornado, Cyclone or Windstorm" shall be used in accordance with the foregoing rules.

NON-MANUFACTURING AND MANUFACTURING PROPERTIES CONTINGENT LIABILITY

From Outside Power Plants

(This rule to be used only on outside power plants and does not apply to any other contingent liability.)

Whenever Use and Occupancy policies contain a clause including liability for interruption of business by reason of the damage to or destruction of any power plant furnishing power, and located outside of the insured premises, an additional charge of 50% of the use and occupancy rate applying to the power plant shall be charged, when only one outside power plant is concerned. When more than one outside power plant, application shall be made for specific rating.

If Use and Occupancy insurance is not carried on owner's plant, charge the full Use and Occupancy rate of the power plant, sub-station or transformer house as the case may be.

MANUFACTURING PROPERTIES

Rates for use and occupancy insurance on manufacturing risks shall be specifically promulgated by this Board on receipt of application.

COMMISSIONS OF SELLING AGENTS

(a) All policies covering commissions of selling agents shall comply as to form with those sections of rule which govern the writing of the use and occupancy insurance of non-manufacturing risks except that for the clauses prescribed by Section 16-c and Section 18 the following clause shall be substituted:

(Continued on next page.)

It is a consideration of this insurance that as soon as practicable after any loss the insured shall use due diligence to obtain goods from other sources to fill orders and all net earnings from sales of goods so obtained shall be taken into account in arriving at the amount of loss hereunder.

Note.—When any of the forms recommended for writing use and occupancy on non-manufacturing risks are used attention is called to the advisability of defining the term use and occupancy so that wherever it appears it will correspond with the description of the interest insured.

(b) The rate for policies covering commissions of selling agents shall be the use and occupancy rate of the risk involved, modified as follows:

1. If a non-manufacturing risk, rate should be the use and occupancy rate for replacement of building, equipment and/or stock, plus 10%.

2. If a manufacturing risk, the rate shall be the use and occupancy rate for replacement of building, machinery and raw stock, plus 25%.

Note.—Where the "off premises power hazard" is assumed the charge provided in rates for use and occupancy, plus 10% and 25% respectively shall apply.

FORMS OF POLICIES

The following forms comply with all the requirements of this rule and are mandatory for writing Use and Occupancy Insurance:

PER DIEM
USE AND OCCUPANCY FORM NO. 1
For Mercantile or Non-Manufacturing Risks in Steady Operation
"Straight U. & O."

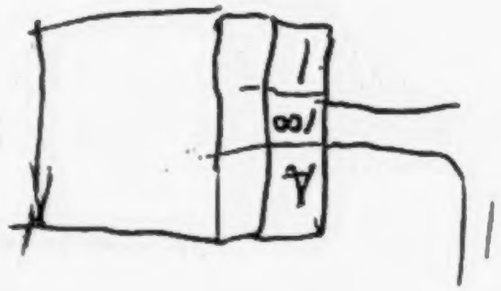
On the Use and Occupancy of the property described below:

(1) The conditions of this contract are that if the building(s) situate .....and occupied as.....and/or machinery and/or

(Continued on next page.)

300

450



1500 = 15000 / 110 / 1610 — 900

1610 00 / 250 00 / 1360 00 / 1250 00

#1500 — 7% #100

Lot #750

Ø 288 pipe / 110 Water meter

6000 / 3250 / 50

Tax / Land / Taxes

3500

8000 / 3250 / 4750

901½ E 40th.

Harrison G. Sloane
Attorney at Law
Suite 1230 Bank of Italy Bldg.
San Diego, California

February
25th
19 . 31

Col. Ed Fletcher,
1024 Ninth St.,
San Diego, California.

Dear Sir:

Your draft of letter of February 25, 1931 to F. & W. Thumb Co., probably omits one consideration of their proposal of January 30, namely, that if you do not pay $50,000, they can foreclose for the $130,000, or such portion of it as is unpaid March 1, 1933. I do not understand that they are now reducing the principal indebtedness, but they agree that they will reduce it if you pay $50,000.00 and give a new note and mortgage for $30,000.00. Otherwise, I read the correspondence as you do.

To state it in contract form, it would be like this:

> In consideration of the assignment by Ed Fletcher of the Trust Deed note of MacKay as security additional to that already held by F. & W. Thumb Co., securing the indebtedness of Ed Fletcher for $130,000, said F. & W. Thumb Co. hereby extend the term of such indebtedness and of the mortgage originally securing same to the first day of March, 1933, and said F. & W. Thumb Co., in consideration thereof further agree to accept the sum of $80,000.00 in full payment of the principal of such indebtedness; provided that payment be made as follows:
> By cash, on or before March 1, 1933
> $50,000.00;
> By execution of a new note
> $30,000.00
>
> The same to be secured by property now under the existing mortgage, excepting that portion thereof within A.& I.D. #19.

This is just a skeleton. For a transaction involving this much money, it would be advisable to have an agreement complete on all details.

Very truly yours,

H G Sloane

HGS.AW

February 25, 1931.

Mr. Harrison Sloane,
Bank of Italy Bldg.,
San Diego, California.

My dear Mr. Sloane:

I owe the F. & W. Thum Company about $130,000, with the Fletcher Hills property as security.

According to their letter of January 30, copy of which is enclosed, I interpret it they are going to accept $50,000 in full settlement for the $130,000 of notes and accrued interest if paid on or before March 1st, 1931, and my intention is to put any money they receive on this trust deed note of Mackay's shall apply on the $80,000 payment, of $50,000 cash and a new mortgage as of March 1st, 1933 for $30,000.

See my letter of Feb. 21, which I have written them in relation thereto and see if my interpretation and yours is the same of their letter of January 30th, wherein if I pay $80,000 on or before March 1st, I get a full release for all my obligations against them in relation to the $130,000 mortgage.

I expect to have a letter today from Thum that they will ratify this, but I have got to get my letter started and get it in shape to get it to them before March 1st, 1931.

I want to fulfill the requirements of their letter of January 30, 1931 but I do not want any catch in it.

Yours very truly,

EF:KW

February 21, 1931.

F. & W. Thum Company,
1507 East Mountain Street,
Pasadena, California.

Attention Mr. John A. Thum

My dear Mr. Thum:

Answering yours of Feb. 20th, I shall pay all taxes excepting A. & I. D. No. 19. By again reading my letter of Feb. 17th, I stated
etc.
Wherein is there any misunderstanding?

I am hoping to dispose of the Mackay Trust Deed before March 1st, 1931. If I do, I shall pay this to you on account. If I don't I will send the Mackay Trust Deed up to you as additional security, as per your offer of Jan. 30, 1931. You say in your letter of January 30, 1931, 'If you give us this additional security (Mackay Trust Deed) and before March 1, 1933 pay us $50,000 cash, we will release the mortgaged property from A & I D No. 19 and reduce the balance of the mortgage debt to $30,000 as of March 1, 1933". I assume that any money that I pay you between now and March 1, 1933, or which you receive from the Mackay Trust Deed, will apply on the $50,000 payment that is due on or before March 1, 1933.

By the payment of this $50,000 on or before March 1, 1933, it is my understanding that the whole mortgage will be completely cancelled and that you will accept a new mortgage for $30,000 as of date of March 1, 1933, on the balance of the property under the mortgage excepting that within A & I D No. 19, the terms and conditions to be made at that time with release clauses mutually satisfactory, with 6% interest covering a period of years and reasonable release clause. Is this your understanding?

Your letter of January 30, 1931, said "Also, if it is your desire to have additional time until March 1, 1933, the F. & W. Thum Company, before March 1, 1931 will take an assignment of the Mackay note, etc." I took it from this that I had from you until March 1, 1931, the right to either sell the Mackay note on or before that time or turn it over to you.

You wrote me in your letter of February 20, stating that you wished to hear from me at once regarding my acceptance of your ~~offer~~ offer. Can you not wait until the 1st of March and see whether I sell the Mackay Trust deed or not. If I don't, I shall send it up to you in any event, as additional security under the conditions just mentioned.

Ed Fletcher

Harrison G. Sloane
Attorney at Law
Suite 1230 Bank of Italy Bldg.
San Diego, California

March
Sixteenth
1 9 . 3 1

Col. Ed Fletcher,
1024 Ninth St.,
San Diego, California.

Dear Col. Fletcher:

To avoid any possibility of misunderstanding, it might be a good idea for you to forward the enclosed copy of my letter regarding the Thum situation to them. Probably it is safe enough without it, but there is too much involved in this to take chances.

I paid the March installment of the Hansen collection direct to Philip Green, in accordance with the understanding between yourself and Mt. Helix Avocado Organization, but our corporation record is not in proper shape and I will ask you to mail me the authorization which I sent you on February 16th, being a letter addressed to Fidelity Mutual Corporation.

Very truly yours,

HGS.AW

Harrison G. Sloane
Attorney at Law
Suite 1230 Bank of Italy Bldg.
San Diego, California

March
Sixteenth
1 9 . 3 1

Col. Ed Fletcher,
1024 Ninth St.,
San Diego, California.

Dear Col. Fletcher: Re - F. & W. Thum Co. Note.

I note that in response to the letter of F. & W. Thum Co. of January 30, 1931, addressed to you, you assigned to them the Mackay Trust Deed note, executed in favor of Morse Construction Co., February 26, 1931.

While the Secretary, in his letter of March 12, 1931, states that this is being held as additional security, the rest of the terms contained in the Company's letter of January 30, 1931, are referred to. As I read the correspondence, the situation between you and the Thum Co. is this:

Conditional upon your paying $50,000.00 in cash on or before March 1, 1933 and on that date executing a new note for $30,000, to be secured by the property now under mortgage, excepting that portion thereof within the A. & I. D. No. 19, they will cancel your present note and release the present mortgage. They have agreed to take the $80,000.00 in cash and a new note, as above mentioned, and if you take care of it accordingly, after March 1, 1933, your whole obligation to them will be represented by the new note.

Should you fail to make the cash payment of $50,000 and execute the new note, they will be free to foreclose on March 1, 1933 and in that event may collect the full $130,000.00, or so much of it as remains unpaid. Not only may they then resort to property which is under mortgage, but they may also sell as a pledge the Mackay note, which they now hold as additional security.

Any principal and interest paid to Thum Co. on the Mackay note will have to be applied as a credit to you against the $50,000.00 I do not see that it makes any difference whether F. & W. Thum Co. credits

this on principal or interest of your present indebtedness. The requirement contained in the last paragraph of their letter of January 30, 1931 is that the aggregate to be received by them is $50,000.00. It is immaterial whether they call it principal or interest. Their offer is contingent upon your paying them the aggregate sum of $50,000.00 in cash.

Yours very truly,

HGS.AW

Spurlock

March Twenty-fifth,
1 9 3 1

Mr. L. M. Smith,
Route 365,
Santa Ana, Calif.

My dear Mr. Smith:

Mr. Spurlock, in a written agreement with me agreed to secure an easement from the county for a high to the three acres. What arrangement did he make with you and what about the location.

I have employed Mr. Fletcher to look after the property and put it in shape.

Thanking you for your interest in this matter,

Very sincerely yours,

EF:ASK

Harrison G. Sloane
Attorney at Law
Suite 1230 Bank of Italy Bldg.
San Diego, California

March
Thirty-First
1 9 3 1

Col. Ed Fletcher,
1024 Ninth St.,
San Diego, Calif.

Dear Sir:

Your letter of March 30th, enclosing letter from General Webb, regarding liability in connection with Athletic Club, has been received.

Mr. Sloane is at present out of the City, but is expecting to return the first of next week, at which time your letter will be called to his attention.

Very truly yours,

OFFICE OF HARRISON G. SLOANE

AW

Orr & Sock

ORANGE, CALIFORNIA.

April 15, 1931.

Mr. Ed Fletcher,
San Diego, Cal.

Dear Mr. Fletcher:

Your communication of 13th inst. received. Replying to your question:

"Have you made a reservation for an easement for right of way through your property to reach the 3 acres of avocados?"

I assume you have reference to the 2-15 acres adjoining my property on the west. Have had no occasion to consider an easement for right of way through my property for this or any other purpose.

Respectfully yours,

L. M. Smith

(7)

Harrison G. Sloane
Attorney at Law
Suite 1230 Bank of Italy Bldg.
San Diego, California

May 5, 1931

Col. Ed Fletcher,
1024 Ninth St.,
San Diego, Calif.

Dear Col. Fletcher: Re - Spurlock-Smith.

I think it is likely that you have a right-of-way under your second Trust Deed; without more data, I cannot tell you for sure. But the general principle is this: If you sell me a parcel of land out of your tract and there is no access to my parcel, except to cross the remaining portion of your tract, I have a right-of-way over it called a "Way of Necessity".

If the Smith property was so related to this Spurlock property at the time the deed was made between them, there was a right-of-way to it, just as much as if it had been written into the deed, and when Spurlock made the deed of trust to you, the same right-of-way was included.

The uncertainty, of course, arises in the necessity of proving the facts and the location of the right-of-way. If there was a roadway on the ground actually used by Spurlock, I would say your case is pretty clear.

Yours very truly,

HGS.AW

(7-a)

Harrison G. Sloane
Attorney at Law
Suite 1230 Bank of Italy Bldg.
San Diego, California

June
S i x t h
1 9 3 1

Col. Ed Fletcher,
1024 Ninth St.,
San Diego, California.

Dear Colonel:

After hearing further details about the Smith-Spurlock matter, to the effect that Smith sold an isolated parcel of his land to Spurloch and the only means of reaching it was through Smith's orchard, I am satisfied that a right-of-way exists to the land which you acquired from Spurloch.

The law in such a case fixes a right-of-way by necessity, which is just as binding as a right-of-way by express grant.

When Spurloch sold the land to you, his right-of-way over Smith's ground went with it and you would be foolish to pay Smith a cent for something which you already have and which you can insist on using.

Yours very truly,

HGS.AW

CUYAMACA
SOLANA BEACH
FLETCHER HILLS
PINE HILLS
GROSSMONT
AVOCADO ACRES

Ed Fletcher Company
1020 NINTH STREET
SAN DIEGO, CALIFORNIA

June Eighteenth,
1 9 3 1

Mr. Harrison G. Sloane,
Bank of America Bldg.,
San Diego, California.

My dear Harrison:

I herewith return Rutan & Mize's letter.

I don't know what he is driving at when he refers to Morse Construction letter of February third.

The Morse Construction Company sold Spurlock property in Avocado Acres No. 3 and naturally the Morse Construction Company are taking over this second trust deed on the Spurlock property in Orange for $2500 protecting themselves by a written contract signed by Spurlock to give an easement in to the property before the sale of Avocado Acres No. 3 property was consumated.

I am waiting for you to decide whether we can be legally held up or not.

The proposition of an easement in to this property and paying $400 is preposterous and I wont consider it.

Why don't you write to Rutan and Mize and outline the legal point and show why Spurlock eventually willbe defaulted.

I think I have pull enough to have the district attorney of Orange county take some action in this matter and the board of supervisors. They sympathize with me in this matter as I have already put this matter before them.

Yours very truly,

EF:ASK

CUYAMACA
SOLANA BEACH
FLETCHER HILLS
PINE HILLS
GROSSMONT
AVOCADO ACRES

Ed Fletcher Company
1020 NINTH STREET
SAN DIEGO, CALIFORNIA

July 15, 1951.

Mr. Harrison Sloane,
Bank of America Building,
San Diego, California.

My dear Mr. Sloane:

As requested by you in reply to my letter of June 18th, enclosed find correspondence re the easement to the Spurlock property in Santa Ana. Please return same when you are finished with it.

Yours very truly,

ED FLETCHER COMPANY

By L. L. May

KLM

Harrison G. Sloane
Attorney at Law
Suite 1230 Bank of America Bldg.
San Diego, California

July
Fifteenth
1 9 . 3 1

Col. Ed Fletcher,
1024 Ninth Street,
San Diego, California.

Dear Col. Fletcher: Re - Spurlock-Smith.

I have examined the correspondence in regard to the above matter and it gives some foundation for the claim of the other people that you knew there was no right-of-way at the time you took the Trust Deed. The information given you January 27, by C. B. Lockwell, is that there is no right-of-way in the property of record, but there is a proposed roadway on the upper side of it and a driveway through the adjoining ranch. In the light of this information, you require Spurlock to give you a written agreement to procure an easement for right-of-way. This very logically indicates that you were not relying on any right-of-way by necessity, but were requiring Spurlock to secure some other kind of a right-of-way.

On the other hand, we can argue that you relied on the right-of-way by necessity, but you recognized that just such a situation might come up as has now arisen and that you intended by the agreement of Spurlock to put the burden on him of straightening it out. That would not preclude you from straightening it out yourself, if you had to, and would make Spurlock liable for such expense as you are put to in the matter.

It is the kind of a situation where I cannot say yes, or no. Each side has something to go on and it will take a Judge to make the last guess.

Very truly yours,

H G Sloane

HGS.AW

Mr. Harritt: Enclosed find letter from H. G. Sloane. Why not have King attend to this matter, or Bartl. I turn this matter over to you. Please take this matter up with Sloane immediately.

Ed Fletcher.

Letters delivered to Moore 7/15/31.

Date	
1/27/30	C.D. Rockwell to Fletcher
1/30/30	Fletcher to Breking
2/3/30	Fletcher to Rockwell
2/3/30	W.W. Spurlock to Moore (carbon copy).
1/10/31	Fletcher to W.W. Spurlock.
3/25/31	Fletcher to L.M. Smith.
4/15/31	L.M. Smith to Fletcher (copy).
4/16/31	Fletcher to Marie Cain
5/3/31	C.R. Edwards to Fletcher
5/5/31	Moore to Fletcher
5/6/31	Fletcher to Edwards.
5/6/31	Fletcher to Marie Cain
5/8/31	" " "
6/8/31	Mize to Fletcher
6/10/31	Fletcher " Mize
~~6/10/31~~	~~Mize~~

Harrison G. Sloane
Attorney at Law
Suite 1230 Bank of America Bldg.
San Diego, California

July 23rd,
1931.

Col. Ed Fletcher,
San Diego, Cal.

Dear Colonel:

Ralph Jenney is entirely correct in his opinion, and I think that it is important that a showdown be had on the Athletic Club notes immediately and a course of action be carefully mapped out which will protect the endorsers so far as possible.

If the banks, either directly or through some assignee who will act in their interest and in yours, bring suit any time within three years after the notes fall due, all stockholders as of that date can be held for their proportionate share of the debt. The new amendments regarding stockholders' liability would not be available in such a case, for the reasons pointed out by Mr. Jenney. Such a course of action would, you will notice, involve a proceeding based on the old obligation in which no change has occurred by reason of payment either of cash or notes made by the endorsers. Such action is prosecuted by the payee of the note as distinguished from the endorsers. If this course is not followed and the endorsers have to pay the bank, the old notes are extinguished and along with them goes the original stockholders' liability. If this payment is made after the new statute goes into effect, the endorsers will not get the benefit of any new stockholders' liability.

If, however, the endorsers pay the banks off before the statute goes into effect the notes will be extinguished, but a new cause of action will arise against the corporation in favor of the endorsers, and because the present law creating stockholders' liability is still in effect, those who are stockholders on the date that payment is made will be liable for their proportionate share of the new obligation created by operation of law against the corporation and in favor of the sureties.

It is my recollection that two of the endorsers have already paid one note on which a third endorser was surety. That particular note is also extinguished, so far as a right of action on it against the cosurety is concerned, but on the date that payment was made a cause of action for contribution arose against that endorser and the statute of limitations began to run at that time. This should be watched, if any action is contemplated against a third endorser.

A practical question to be considered is whether the stockholders at the present date are more generally responsible financially than were the stockholders on the date the notes became due to the bank. With the cooperation of the bank, a suit can be engineered so as to throw the liability either backward or forward. Without the cooperation of the bank, you will simply have to discharge the old notes and sue within three years on the new stockholders' liability which is thereby created.

Doubtless, in order to avoid the filing of a suit against the stockholders at this precarious time, the directors would execute a one-day note to you and White, if you will discharge the outstanding notes at the bank. The stockholders of the present date would then be directly liable to you under the present law and such liability would continue for three years, in the course of which it is possible the Club might be able to make payment itself.

As you want an expression from me on this today, the foregoing is a hasty impression. As long as Mr. Jenney has been employed to look after your interests you will not want me to go into the matter exhaustively. This ought to be done by someone, however, and with Mr. Jenney you are in competent hands.

Yours very truly,

Harrison G. Sloane

HGS:CK.

Harrison G. Sloane
Attorney at Law
Suite 1230 Bank of America Bldg.
San Diego, California

July
Twenty-Eighth
1 9 3 1

Col. Ed Fletcher,
1024 Ninth St.,
San Diego, California.

Dear Colonel: Re - Frank Stearn.

I have carefully gone over the correspondence between yourself and Charles F. Stearn. I think you put up an excellent argument and it satisfies me completely. I suppose it is too much to hope that it will satisfy Stearn.

I have one or two suggestions to make regarding your reply draft of June 29th. It seems to me that after the strong defense which you put up you weakened somewhat in the last paragraph, so I will mention a few changes including this, which you might consider.

1. The paragraph which I have marked 1, and which you have also checked, might as well be omitted. He has the facts in mind and evidently it is a sensitive point with him.

2. This situation is not made clear to me by your correspondence, but probably Stearn will understand it. Your statement that you did not receive "a good many thousand dollars" in a pleading would be an admission that you did receive several thousand dollars more.

3. I would suggest that this paragraph be omitted, as it interrupts the connection between the preceding and the following paragraph. Perhaps you could better drive home the point intended by adding the same subject matter where I have indicated No. 4, in some such language as this:

> "I do not see how you can claim ignorance of this settlement with the Murray estate until last year. I always felt it was an injustice to me to have to treat this as a commission in the settlement between us, but I cheerfully did it when we had our readjustment in 1926, so that you might have

> no possible grievance on the matter, and in March, 1927, I had Eldred & Wansley, my accountants, send you, by registered mail, a copy of my income tax return, which showed on its face this identical commission, in the full amount of $110,000. This was receipted for by P. Chapman, on March 4, 1927, and shows conclusively that I had no idea at all of concealing anything from you."

5. I feel that the conclusion of your letter ought to be free of any apology or indecision, and should leave the thought in his mind that he is himself open to some criticism. How would it sound something like this:

> "I, too, have tried to be my own severest critic. My mind has always been open, as I think I proved in 1926, when I made concessions for the sake of keeping you satisfied. I would be more hopeful of the result of discussing these matters if we had not already gone over the ground, apparently to your satisfaction, before. If you are still not satisfied with my explanations, I think it would be a good idea for us to wait and see how things come out on Mission No. 3. The election furnishing funds to commence the construction of No. 2 is set for August 11th. If the bonds are defeated, I will renew my prediction that there will be a compromise on No. 3 and we will be able to sell to the city direct. In the meantime, I hope you will feel free to write frankly to me and it is my hope that our long association and close friendship may be strong enough to stand this acid test."

Very truly yours,

Harrison G. Sloane

HGS.AW

June Twenty-ninth,
1 9 3 1

Mr. Charles F. Stern,
815 Broadway Arcade Bldg.,
Los Angeles, California.

My dear Frank:

Your letter of June ninth, 1931 was received.

I am trying to find a way to answer it without hurting your feelings as you have mine.

You have questioned my fair dealings in this matter and that is what hurts. As my associate, I have tried, according to my light, to be fair with you.

Taking up your points one by one, you say you took my statements of facts and figures, you had no source of information. That is an indication that I made misrepresentations to you. This I deny. Any figures that I gave you eight or ten years ago of the standing of the Cuyamaca Water Company came from the books and records.

You knew you were buying a law suit. You consulted your own attorney Senator Flint who had the history of the litigation with no facts concealed from you and I think it only fair that you should tell me where you were mislead in any way.

After waiting nearly ten years before bringing up this question and five years after our system was sold, I am certainly amazed.

It seems only fair to me that you should point out any willful misrepresentations I may have made to intentionally mislead you.

Second: I have no recollection of ever offering you a half interest of my holdings on the San Diego River excepting at a price mutually satisfactory that might be made making us equal partners.

Answering (a). You knew the litigation was on. You knew Judge J. Perry Wood rendered a decision against the paramount right. You consulted with our attorneys and your attorney as well, all before you were obligated. The paramount question is not yet settled and Judge Conkling, within the last two weeks, since he was fired as city attorney, informed me that there was a very serious question whether the supreme court will not reverse the decision and knock out the paramount right.

I assured you that the physical properties were worth more than what you were paying if the paramount right was knocked out and time has proven same.

Answering (b), in which you say you required my assurance that the system would pay its way and require no further money from its owners. I do not remember your asking me for any assurance whatsoever. It was physically impossible to make any such guarantee and anything was liable to happen in the operation of a public utility and you had to take your chances with me.

You entered in to a written agreement with me after many months of investigation and, as I remember it, about the time we jointly borrowed the money from the Anglo Bank.

On checking up I find that you signed the Cuyamaca agreement on June 1st, 1923 and the first money, is $45,000, was borrowed on June 8th, 1923. It was my definite understanding that you were to arrange for this financing before the agreement was signed. This was the only financing you ever did. You were never asked to put up any other money.

This loan was all understood and arranged for at the time you joined in with me in the ownership of the Cuyamaca system. Your financial statement was less than a half million dollars at that time and mine was several million in assets and if I remember rightly, a financial statement of my assets was furnished at that time.

You put no actual cash, other than the $500 in to the project; have already received the money or have received on account of profit around $40,000 to $50,000 and nearly that much more in sight from our contract with the City alone.

I have asked Mr. Wansley to check up the net values of the Cuyamaca system in January, 1926 as compared to

June first, 1923.

I am afraid you are only taking the sales value to the irrigation district and have not taken in to consideration the assets that we have. Then again, we lost approximately $140,000, as I remember it, in the sale of our distribution lines in East San Diego, Normal Heights and Kensington Park. We took this loss on account of annexation which was not thought of in 1925 and for which I am not responsible.

Regarding the Henshaw half interest. I have not taken advantage of you in any way in my settlement with the Henshaw interests. I took back the property in our settlement on the basis of $30,000 plus 6% interest and I have the written documents to prove that at any time you care to see same.

You say as the matter worked out I received for this one-half interest as a preferred claim a good many thousand dollars more than it netted in the sale. In this you are mistaken.

Our gross from the sale to the district amounted to $1,208,698.06. Our sale of the East San Diego, Normal Heights lines, $141,000 totaling $1,349,698.06. Added assets not included in the above is the 160 acres adjoining El Capitan dam site, the Normal Heights property, the King Creek 80 acres and the Judson reservoir lands, several hundred acres around Fletcher reservoir site, the $30,000 or $40,000 that we ought to get when El Capitan is abandoned, attorney's fees, etc. The above is from memory.

There is every reason to believe that the El Capitan project will be abandoned and City Attorney Haskett has recommended that the city of San Diego make application for the return of the money paid the government.

Under all these conditions I don't see where I have, in any way, driven a hard bargain or taken advantage.

Regarding the Murray notes, I can only reiterate everything I have written heretofore. You are not taking in to consideration at all the services I rendered Mr. Murray and Mrs. Murray; of her statement that Mr. Murray had given the notes to her, they were in her possession, not to worry and she would deliver them to me in consideration of my services, past and future, as I have

heretofore explained, and which Mrs. Murray latter told my wife and my sister.

I rendered that service for a year or two as promised Mrs. Murray. You have all the records in relation to same which are now in Mr. Brown's possession.

Mrs. Murray later on turned over these notes to Mr. Brown who, being the administrator of the estate, told her they belonged to the estate and several years after Murray's death Mr. Brown informed me of the above.

Until I heard from Mr. Brown I believed Mrs. Murray's statement would be carried out.

As I recollect it, Mr. Brown made me a price of $650,000 cash or $700,000 on time for the property. I had options given me. I paid $5000 for it on October 25, 1922 from my own funds. I had never been repayed any part of it and about six months later you, before my option expired, entered into an agreement with me which has proven very profitable to both of us.

You say you never dreamed there was $110,000 commission until last year in our income tax hearing when you picked up a trail which you have followed to a conclusion.

Frank, you know that is not $110,000 commission. You know that is for service before and after Mr. Murray's death. You know that the principal was only $85,000 or $86,000 and you are adding $25,000 interest.

Another thing. We have your receipt for a registered mail letter sent you on March 12th, 1927 and receipted for by F. Chapman on March 14, 1927 showing this identical commission you talk of, enclosing a copy of my own tax returns that Eldred and Wanzley, at my request mailed to you.

When the property was paid for those old notes were mine under my agreement with Mr. Brown. There was no obligation on my part to sign the receipt that I did. I did it wholly as an accommodation to the Murray Estate that they might, as Mr. Brown explained it, get a reduction in their income tax. That was Mr. Brown's explanation to me and I repeat it was purely an accommodation to the Murray Estate at their request.

I appreciate your statement that for the sake of our future relations you are ready to believe that I justified this matter in my own mind on a different theory.

I can find no letters assuring you that the Rancho and Cuyamaca Water deal are in no way connection. You never put a dollar in to this project, owned a quarter interest in something like a thousand acres or more and I gave it to you as an outright gift years ago when you complained about my getting the best of it in the return of the Murray notes. That is my recollection of the situation.

Mission Gorge No. 3. If the Paramount right had been knocked out we would have had our $150,000 today from the district. The case is yet in the courts. We still have our water filings there. The state of California several years ago approved of our plan and under the laws of California with the Paramount right knocked out we are sitting pretty. Under our permit from the state we were granted three or five years, as I remember it, to complete our work in Mission No. 3, but a clause in the permit reads that while the litigation continues with the City of San Diego time is not running against us. Within the last week, however, we have presented the record of the decisions and our appeal to the U. S. supreme court on the Paramount right and have just received a letter from the State engineer that the litigation is not over and our rights and permit still stand, this in the face of a request from the City to cancel our permit.

I have presented a copy of your letter to Mr. Wansley and am enclosing copy of his reply for your information.

I want and have tried to be my own severest critic. My mind is open. This letter is not final.

Let us see how things come out re Mission No. 3. The election furnishing funds to commence the construction of No. 2 is set for August 11th. I have reason to believe that the bonds will be defeated and my prediction of several years again fulfilled, that they will compromise on No. 3 and we will sell the city direct. I believe that a settlement can be made at that time that will be satisfactory to you. On these other matters I would like a frank reply at your convenience.

It is my hope that our long association and close friendship may be strong enough to stand this acid test.

Sincerely yours,

(5)

October 27, 1931.

Mr. Harrison Sloane,
Bank of America Building,
San Diego, California.

My dear Sloane:

Miss Elma Wilber bought, thru Mills, Lot 33, Block G, Avocado Acres No. 4 for $995.00, on which she owes a balance of $404.28. Of the $590.72 paid by her, $421.44 was paid to Mills as his profit, there being a balance of $168.56 still due him at the time we cancelled Miss Wilber's contract on October 8th.

The following notice was mailed her by registered mail on October 8th, and we have the return receipt signed by her under date of Oct. 9th.

"By reason of your failure to make the payment of installments as required under our contract for the purchase of Lot 33, Block G, Avocado Acres No. 4, I have exercised my option to terminate your rights thereunder. I have applied the money heretofore paid by you as liquidated damages in accordance with the terms of the agreement."

On October 22d, I wrote her as follows:

"I was sorry to have to cancel you out on October 8th, but it was absolutely necessary.

However, the next time you have time let one of my men meet you at Encinitas and perhaps another sale can be made and the price reduced so that with easy terms you can carry on on a new deal that will make you satisfied that we are doing the right thing."

Enclosed find letter dated Oct. 22d from her attorney Mr. Riley Mason Reed, 147 Central Ave., La Habra, California, also her letter dated Oct. 26th, which came in the same envelope.

Please answer for me.

Yours very truly,

KLM

October
29th
1 9 . 3 1

Mr. Riley Mason Reed,
147 Central Ave.,
La Habra, Calif.

Dear Sir:

Ed Fletcher has handed to me your letter of October 22, 1931, together with a copy of his notice of termination of the rights of your client, October 8, 1931.

I am aware that the seller under a contract of this sort is not entitled to retain purchase money received by him as a matter of right. In fact, although the contract declares such a sum to be subject to forfeiture as liquidated damages, I believe the courts have held that the forfeiture does not follow on that account, but there must actually be a monetary damage in corresponding amount.

The contract used by your client and mine, for that reason omits any attempt to fix the damages as liquidated, but I believe the rights of the parties remain just the same. That is to say, where the buyer breaches the contract the seller may exercise the option to terminate the purchaser's rights. This was the action taken by Fletcher on October 8, his language being: "I have exercised my option to terminate your rights thereunder."

Of course, you recognize the distinction between rescission of the contract by mutual agreement and the termination of the purchasers' rights because of the breach on his part. In the former case, of course the seller is not entitled to retain purchase money, nor can he claim any damage resulting from the dissolution of the contract which he has concurred in. In the latter

case, as I read the decisions, he is entitled to actual damages which he suffers. In the present case, I do not think these damages are liquidated; but Ed Fletcher informs me that they will amount to more than the $590.72 which your client has paid in. As a matter of fact, $421.44 of this was paid out as commission and the other detriment might perhaps entitle Fletcher to claim more than he is offsetting against your client's demand. I suppose that is what he meant by speaking of it as "liquidated damages". He is willing to call it quits, if your client is. If she is not, he will have to set up his damages against any suit on her part to collect her payments.

Yours very truly,

HARRISON G. SLOANE

HGS.AW
CC to Mr. Fletcher.

RILEY MASON REED
ATTORNEY-AT-LAW
147 CENTRAL AVE. LA HABRA, CALIF.

November 4th. 1931.

Mr. Harrison G. Sloane,
Bank of America Building,
San Diego, California.

Dear Sir:

Re matter of Ed Fletcher vs. Miss Velma Wilbur, I might be able to concur in your view of the case, as expressed in your letter of Oct. 29th., if my client had rescended the contract. But your client terminated the contract of his own accord. He had other remidies open to him in the matter of default in payments.

However, discussion of fine legal points between you and me will not get us anywhere. To begin with, this property must have been sold for about twice its value, otherwise Mr. Fletcher couldn't have afforded to pay $421.44 out of the purchase money as commissions to the agent. Miss Wilbur works in a postoffice on a megre salary, and this whole $590.72,(besides taxes and other items), have come out of her hard earnings. Her mother died about a year ago leaving a little home with a big mortgage on it, and she has been trying to carry that. Because of this she fell behind in her payments to your client. I know how hard it has been for her. And while she made a bad deal when she bought the property, but she would have kept up her payments if she had been able.

But aside from all that: Has this property any market value? Is it really worth anything? If it is worth what my client agreed to pay for it, then she would be willing to make a new contract and finish paying it out, provided terms and payments can be cut down to where she could meet them. But if it hasn't appreciable market value, then of course we will have to take such steps necessry to recover what we have paid. -which I have no doubt, under the Courts' decisions, we can do.

Yours very truly,

RMReed

Harrison G. Sloane
Attorney at Law
Suite 1230 Bank of America Bldg.
San Diego, California

January
29th
1 9 . 3 2

Mr. Ed Fletcher,
1024 Ninth St.,
San Diego, California.

Dear Col. Fletcher: Re - Eagle Nest Water Supply.

The letter of C. G. Gillespie, regarding the swimming and drinking facilities of the Warner Ranch water supply is interesting and ought to spike their guns pretty well. The least that you should contemplate for the protection of your riparian rights is a formal notice to everybody concerned, and an announcement of the fact that you do not recognize the apparent purport of the conveyance heretofore made.

Such a notice is of doubtful value, however, and would be of no value whatever as against a subsequent innocent purchaser of the rights now claimed by your grantees, and the only way you could protect yourself against future parties would be by the filing of an action and a notice of Lis Pendens, in which the whole matter is clearly set out. Moreover, when a mistake has been discovered in a deed and the other party refuses to correct it, natural prudence would indicate prompt application to the court to enforce correction. Every day of delay weakens your claim in equity - but perhaps there has already been so much delay that a little more of it will make no particular difference. I do not recommend it, however, and advise you that your course should have been the filing of an action long ago and probably is the filing of one now.

Yours very truly,

HGS.AW Harrison G. Sloane.

Will be glad to meet with you & Wright.
HGS.

Harrison G. Sloane
Attorney at Law
Suite 1230 Bank of America Bldg.
San Diego, California

February
4th
19. 32

Col. Ed Fletcher,
1024 Ninth St.,
San Diego, California.

Dear Col. Fletcher: Re - Eagles Nest
Water Rights.

If you will refer to my letter of November 18, 1931 on this subject, you will find my opinion on this matter.

I doubt whether additional notice will have any more effect than what has already been accomplished by correspondence. It is not so much notice to the present parties that counts, as notice to those who may come into the picture hereafter without knowledge of the situation.

The only way to protect yourself against that, is by filing suit.

It would cost $50 to file such a suit and before you get it finished, the attorney's fees would run up to at least $50 more.

Very truly yours,

Harrison G. Sloane

HGS.AW

1530

March 3, 1932.

Mr. Harrison G. Sloane,
Bank of America Building,
San Diego, California.

My dear Mr. Sloane:

Will you please advise us the status of the correspondence between you and Riley Mason Reed re the Elma Wilbur contract. The last was when we received your letter from Mr. Reed of Nov. 4th, but we do not know how you replied to him or what the case is now.

From the tone of this letter we judge they are open to reason and to continue the contract.

Yours very truly,

ED FLETCHER COMPANY

By

KLM

March 5, 1922.

Mr. Harrison G. Sloane,
Bank of America Building,
San Jose, California.

My dear Mr. Sloane:

Will you please advise us the status of the correspondence between you and Riley Mason Reed re the [illegible] contract. The last was when we received your letter from Mr. Reed of Nov. 4th, but we do not know how you replied to him or what the case is now.

From the tone of this letter we judge they are going to reason and to continue the contract.

Yours very truly,

[illegible] PLATINUM COMPANY

By

AIM

Harrison G. Sloane
Attorney at Law
Suite 1230 Bank of America Bldg.
San Diego, California

March
Fourth
1932

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

Dear Col. Fletcher: Re - Elma Wilbur Contract.

I had no instructions from you as to the nature of reply to make to Mr. Reed's letter of November 4th; hence I have made none. You should answer him direct.

Your legal situation is clearly set forth in my letter of October 29th to Reed, a copy of which you have.

Very truly yours,

Harrison G. Sloane

HGS.AW

Since Mrs. Wilbur has all about

Harrison G. Sloane
Attorney at Law
Suite 1230 Bank of America Bldg.
San Diego, California

March
21st
1932

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

Dear Colonel: Re - Eagles Nest Water.

I do not think the question of prescription enters into the matter of diversion of water by San Diego County Water Co. The only right which the Springs, or anybody else could get by prescription from use below your land is the same right that they could get by formal appropriation. Any appropriation is subject to the exercise of upper riparian rights. So, if the Springs has acquired any right from the fact that they have been taking out water below, it is only a right to take surplus water - that is, water which remains in the stream after all riparian needs above have been satisfied. The mere fact that a riparian owner has not been using his rights to the fullest extent does not deprive him of the right to enlarge that use as need may require later.

I think that the most the Springs can demand is that proportion of the normal flow from the water shed which attaches to the lower ranch. Of course they are claiming not only that portion, but the portion which attaches to the upper ranch. For the sake of illustration, we may say that the upper ranch is entitled to one-fifth of the normal flow, the lower ranch one-fifth of the normal flow and the lands below the other three-fifths. Under such a division, what we are claiming is your right to hold and consume on the upper ranch one-fifth of the normal flow. The rest of it you must let go by for the use of lower owners. This, I understand will not occasion you any inconvenience.

If the literal construction which San Diego Co. Water Co. is holding out for must prevail, it means that you must let five-fifths of the stream go by and not use any of it.

I do not think that your position will become any better or any worse from the prescription angle by failure to do anything now. It is the situation between you and the water company, as contracting parties, which is endangered by the delay. They have asserted a certain construction of a contract and failure on your part to have that construction corrected might be interpreted as acquiescence on your part and every year of acquiescence makes it that much harder to straighten out.

However that may be partly offset by a declaration on your part, which may be just as good as an assertion on theirs, so long as no actual restriction is placed on your use of water. There is of course always danger that a transfer may be made to an innocent purchaser, in which case you will be controlled by what appears of record and not by what the equities are.

Yours very truly,

Harrison G. Sloane

HGS.AW

July 7, 1932

Mr. Harrison Sloane,
Bank of America Building,
San Diego, California.

My dear Harry:

Enclosed find letter that I feel should go. I have added the things that you suggested believing that the things I have mentioned will refresh Mr. Storm's memory and cause him to hesitate to bring suit but agree to arbitrate

If there is anything that can hurt my case tell me what it is as I want to eliminate it.

Please make the necessary corrections and give the letter to Miss May this afternoon so that I can write it out finally and mail it tomorrow.

Yours very truly,

EF:KLM

July 7, 1932

Mr. Chas. F. Stern,
316 Broadway Arcade,
Los Angeles, California.

My dear Frank:

On my return from the East I was amazed to get your letter of June 15th. I certainly deny your allegations in toto.

As the picture looks to me, you are perfectly willing that I should work for ten years without pay for the Cuyamaca Water Company and forego the compensation which Mr. Murray had promised me; that I should render without compensation the service I gave to Mrs. Murray and spend a couple of thousand dollars in her behalf in helping settle her affairs upon her promise to return my notes. You had full knowledge of all of this, both from Mrs. Fletcher and me, before you ever came to Los Angeles, yet you ask for one-half of the value of those notes and interest.

You know full well that the only compensation I drew for managing the Cuyamaca Water Company after you became interested was $300.00 a month, yet, when we sold out at a handsome profit you never offered me a dollar for my services in fighting our battles here for four years. When I sold the El Capitan lands to the City of San Diego at a critical time you never offered to pay me for services. I am rightly entitled to a large compensation for services in the sale of the Cuyamaca System and of the El Capitan lands. If you insist in your demands I shall certainly demand settlement for the Cuyamaca lands, the Mission Gorge No. 3 equity and for the over-payment of $2,000 or $5,000 made you, in which you never had any interest. For this you never paid me a dollar but accepted it as a part of our settlement.

You seem to forget that both you and Mr. Brown have admitted that I bought the property cheaper than any other living man could have done when I paid $700,000, while the cost to Mr. Murray, including six percent interest, was $1,100,000. At no time did Mr. Brown offer to sell me the property for less than $700,000 and return to me my notes in addition. The receipt that I signed for Mr. Brown was three or four years after our agreement and was done at his request, simply with the idea of helping the estate. The Murray estate had been paid in full and it made no difference to me one way or the other except to be a good fellow and help the Murray Estate.

My option to purchase and the separate letter of agreement to return the notes are matters of record, of which you have had full knowledge all of the time. I risked my own $5,000 but I took the option, in my own name, as you well know, and it was not until months later that you committed yourself to come into the deal.

I do not know what other dealings you have reference to. The books have been open for your inspection at all times. I urged you to check up on everything, and I consider it no friendly act for you to wait this length of time to question any part of our transaction. The least you could have done was to have brought up any matters of dissatisfaction before this. You can have the satisfaction of knowing that so far as Mrs. Fletcher and I are concerned you are trying to pluck the blossoms of the best years of our lives and throw them into the sewer, at a time most hard for us to bear.

All I can say is this -- I went to bat for you when you were in trouble in the Julian matter, and have plugged for you a million. You have made the largest amount of money on this deal you ever made in your life on such a low cash investment. I have rendered you faithful service as an associate, and then some. Now you are thinking only of yourself. You are not giving a thought to what it means to the wife and family for whom you have expressed so much admiration, to question my good faith.

I have always been willing to arbitrate any differences of this kind rather than litigate. If you will put your claims in writing, I will do likewise, and in the usual way each select a party, those two a third and the decision of the three to be final and binding on both parties, an agreement to be drawn up protecting the interests of both parties. This is my only solution of the problem that I can see.

Yours sincerely,

EF:ELJ

This letter was mailed by me in the box at Ninth and C at 2:25 P.M. July 9, 1932

Alice S. Kinman

Harrison G. Sloane
Attorney at Law
Suite 1230 Bank of America Bldg.
San Diego, California

August
F o u r t h
1 9 . 3 2

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

Dear Col. Fletcher:

I have examined the correspondence relative to your deal with James Piercy and your instructions to Mutual Building and Loan Association.

It appears to me that the Mutual Building and Loan Association, as Escrow Holder, is bound to make up to you the shortage which has resulted from their failure to collect everything that was coming to you. Of course, Mr. Piercy should protect them, but primarily it is a matter between you and the Escrow Holder.

Your instructions of March 30, 1932 call for eight 4% French Government Bonds, par value each $193. The term "par value" is inaccurate. Evidently what was intended was "market value". But, since a French Bond could not possibly have a par value of $193 U.S. currency, the Escrow Holder should have read the word "par" as "market" value; or, in case of uncertainty, should have asked for more definite instructions.

The preliminary correspondence between you and Piercy contains the same inaccurate word, but any doubt is removed by your explicit statement in one or more letters that the eight bonds represent eighty thousand francs, being each for ten thousand francs.

I believe you will be entirely within your rights in requiring the Escrow Holder to straighten the matter out with Piercy in such way that you shall receive what your Escrow Instructions call for, or the equivalent.

Yours very truly,

HGS.AW

Harrison G. Sloane

COPY

October
Fifth
1 9 . 3 2

Mutual Building and Loan Assn.,
Long Beach,
California.

Gentlemen:

Apparently Col. Ed Fletcher and James Piercy have not been able to straighten out the tangle which resulted from the escrow between them handled by you the early part of this year.

I have read all of the correspondence between you, including instructions to you as escrow holder, and it appears therefrom that you closed this escrow as agent for Col. Ed Fletcher by taking for him French bonds representing a face value of 8000 francs, whereas the contract between the parties and the instruction to you called for bonds representing 80,000 francs.

Although I can readily see how this mistake was made on your part, I have advised Col. Fletcher that the responsibility rests on you to correct it. I think he has given you ample time to do this. We would be glad to delay further if it would enable you to straighten the matter out; but if negotiations have come to a standstill, we might as well have a show-down and fix the blame where it legally belongs.

As I understand it, if you closed the matter without complying with the instructions, you are liable for the damage resulting to Col. Fletcher.

Yours very truly,

HGS.AW

HARRISON G. SLOANE

November
17th
1 9 . 3 2

Col. Ed Fletcher
1024 Ninth Street
San Diego, California.

Dear Col. Fletcher:

I have looked over the ancient correspondence on the part of Brown, Sterne and Fletcher and I have read carefully the recent letters between Sterne and Fletcher. Let me say that I come through it with undiminished respect for the three of you. I find in Brown a lawyer looking out for the interest of the Estate he represented, in Sterne a partner with a sincere sense of grievance, and in you, your usual well-meaning and somewhat careless self.

First: If you secretly drew down any part of the $700,000.00, you deserve all the castigation which Sterne is giving you, and unless a subsequent settlement, or the Statute of Limitations, intervenes, he can make you account to him for half of any secret profit.

Second: What the obligation of the Murray Estate was to you is only of historical significance. You felt it to be an imposition that the notes were not canceled outright and Brown felt it necessary for the protection of the Estate to maintain them and carry the principal and interest forward into the option price. You protested, rightly I think; but nevertheless the deal was set up on this basis, with your knowledge and your consent.

Third: It makes no difference what name you attach ~~to this~~ $100,000.00, the subsequent discharge of the notes was a material advantage to you and every canon of good faith and equity called for a full disclosure of the program to your partner. If you concealed from Sterne the side agreement of October, 1922, the evil is not minimized by quibbling over definitions.

Fourth: Brown gave to the amount representing principal and interest of the notes the name of "com-

mission" and nothing is to be gained by challenging his good faith or subjecting him to any embarrassment in that connection. You might as well be hung for a "commission" as for a discharged obligation.

Fifth: You did take a side agreement which would operate to your personal benefit. In this there was no wrong, and from what I know of Sterne, in October, 1922 he would have been the first to recognize the justice of the arrangement in the light of the surrounding circumstances and consent to your receiving it.

Sixth: Although the side agreement in itself was just and lawful, you corrupted it and yourself if you concealed it from your partner when he came into the deal. Thus, we come to the single issue whether Sterne knew about the side agreement in 1922. From the tone of his letters, I am convinced that the knowledge of it has come to him recently as a new discovery. I cannot doubt his sincerity, and if his premises are correct, he has a valid grievance against you.

Seventh: I am equally convinced that he knew all about the Murray notes and the side agreement in 1922 and that the arrangement was so acceptable to him that he promptly dismissed it from his mind. Your detail of conversations between you, corroborated by Mrs. Fletcher, fully bears out this theory and it is the only one which fits in with the correspondence which passed between you at that time and later.

Eighth: If Sterne was fully informed of the side agreement before he joined with you in the exercise of the option, he has neither moral nor legal grounds to complain of the equality between you and the courts will not hear from him any complaint of inequality between you.

Ninth: It appears that he did, in the spring of 1927 make some complaint of inequality and, to satisfy him, you gave him a valuable interest in the ~~Cuyamaca~~ lands. The fact that he made complaint would indicate full knowledge of the inequality, and the fact that you transferred to him valuable property stands

as a settlement of any differences which were raised at that time.

Tenth: On March 12, 1927, Wansley furnished to Sterne a detailed statement for his examination and his files, which showed in two places on its face the fact that you had received notes from the Murray Estate, aggregating more than $100,000.00. This frank statement apparently advised Sterne of nothing that he did not know before, and his acceptance of it without objection is not consistent with ignorance of the program. On the other hand, if he was ignorant, it put him on notice and set in motion the three-year period of Statute of Limitations, within which to assert his demands, which now come too late.

I think this is the case between you, and you may best settle it by dispensing with all personalities and immaterial considerations. With the information before me, I cannot but feel that Mr. Sterne is doing an injustice to himself, as well as to you; but I am ready to change my views if he can produce any evidence of concealment, which goes further than mere failure of recollection on his part at the present time.

Yours very truly,

HARRISON G. SLOANE

HGS.AW

December
Fifth
1 9 . 3 2

Mutual Building and Loan Assn.,
Long Beach,
California.

Gentlemen:

On October 5th I wrote to you regarding the escrow between Ed Fletcher and James Piercy, which you handled, with the result that Ed Fletcher received French bonds of the face value of 8000 francs, instead of 80,000 francs. I suggested that the liability for this discrepancy rests on you and we would be glad to give you such time as might be required to adjust it with the other party to the escrow.

Since we have had no response from you, we take it that you have been unable to make any headway and that you recognize that you are liable.

Col. Fletcher seems disposed to enforce this liability, so if there is any change in the situation, will you please advise me immediately?

Yours very truly,

HARRISON G. SLOANE

HGS.AW

January Third
1 9 3 3

Mr. H. G. Sloane
Bank of America Bldg.
San Diego, California

My dear Harry:

Enclosed find two letters from Stern that are explanatory. How shall I answer them?

I don't know as I have made it plain to you that Mr. Stern is a chiseler. He well knew about the Murray notes, my getting them, but from time to time when he did not get as much money as he thought he was going to get he said I was getting the best of it.

I offered to sell him a half interest in the one-twelfth interest that Henshaw owned which I got back from Henshaw in my settlement with Henshaw. Stern turned this down but gave me a letter that I was to get back my money and interest. Naturally I got that first.

When he was doing his chiseling the hardest I told him I would give him anything that I got over $40,000 for his interest in Mission #3 and wrote him a letter to that effect which is herewith enclosed. Also his answer in reply. I consider those two letters a binding contract. Don't you?

I don't want to turn Stern down. I see no reason why we should not make a new contract but put a condition in there that this cancels any claims of any kind in case Stern should sue me on the Murray notes as there is no consideration whatever and I don't see where Stern would have a look in to take care of the profits of Mission #3 over and above $40,000. It seems to me we have him over a barrel.

I have assumed all the time that everything was settled between us and Stern had coming to him anything over and above $40,000. Stern is claiming $55,000 for his half interest in the Murray Estate with interest.

At about the time we were chewing the rag over this matter we had given an option to the La Mesa District to buy Mission Gorge #3 for $150,000 and it looked as if the deal was going thru so I said, "Stern, if you feel that way about it I will just cut Mission Gorge #3 down to $40,000 and half of that would be $55,000 and you get your money that way." That and the one-fourth interest in the lands at Cuyamaca Lake certainly more than paid him.

You must remember that he was President of the biggest bank in Los

Angeles at that time and I wanted to keep his favor and friendship in 1926, 27 and 28 but I commenced to find him out as a real chiseler then.

Yours very truly,

EF:ASK

Harrison G. Sloane
Attorney at Law
Suite 1230 Bank of America Bldg.
San Diego, California

January
10th
19 . 33

Col. Ed Fletcher
1024 Ninth Street
San Diego, California

Dear Col. Fletcher: Re - French Francs.

Mutual Building & Loan Assn., Long Beach, have paid no attention to my communications regarding their mix-up of your escrow with James Piercy. Evidently they think it will blow over if they say nothing.

Your position in this matter is that the deal between you and Piercy is closed and you recognize the matter as being completed as between you and him. However, you have asserted your claim for damages against the escrow holder for violation of the terms of the escrow. They are legally liable to you for any financial loss which you sustained by reason of any fault of theirs. The measure of this damage is the value of 72,000 French marks on the date of settlement of the escrow.

If you can ascertain what this amounts to, we will consider whether it is worth following up.

Yours very truly,

Harrison G. Sloane

HGS.AW

Harrison G. Sloane
Attorney at Law
Suite 1230 Bank of America Bldg.
San Diego, California

January
30th
1 9 . 3 3

Col. Ed Fletcher
1024 Ninth Street
San Diego, California

Dear Col. Fletcher:

On looking back to the contract which you executed with James H. Piercey, I see that all he agreed to turn over to you is $1200 in French bonds; or, as it otherwise appears in correspondence between you, eight bonds of the par value of $193.00 each.

Accordingly, it would seem that where you later speak of ten bonds, representing 80,000 francs, this was a mistake. If so, I do not think you would be in a very good position to insist on the letter of your escrow instructions.

Moreover, since the action would have to be maintained in Orange county, it would not pay me to take it on a contingent basis.

Yours very truly,

Harrison G. Sloane

HGS.AW

Ed Fletcher Company
1020 Ninth Avenue
San Diego, California

February 13, 1933.

Mr. Harrison Sloane,
Bank of America Building,
San Diego, California.

My dear Harry:

I am sorry you are out of town, and I am leaving tomorrow for Imperial Valley where I have to testify in an important case. I wish you would telephone Mr. Stern and make arrangements to have a final discussion with him.

Instead of the dearest friend I ever had I find I am fighting a man who has taken advantage of every technicality, refusing to give me the benefit of any doubt, but I assume it is a case of necessity which knows no law.

Mr. Stern has already been informed and the records will show that I worked over 10 years without being paid a cent by Mr. Murray, that I went to Montana, Idaho and Salt Lake City at my own expense while Murray was alive, that I was the party who actually sold the Pocatella Water Works, that I spent between $2000 and $3000 for Mrs. Murray under our arrangement with her for the return of those notes, and that I have never been compensated for any of that work except the return of those notes. Mr. Stern demands one-half of my compensation.

While Mr. Stern was in Los Angeles making his money, and drawing his salary I was running the Cuyamaca Water Company for practically nothing for four long years, altho my own time was worth $100,000 a year, and for that extra service I got nothing, altho it was my idea to sell to the District, and the records will show the option I prepared Stern approved and accepted and the work that I did in carrying the election was invaluable, yet Mr. Stern would have me paid nothing and demands his one-half of the Murray notes - half of my labor since 1910 - on a technicality.

I always believed I owned the option to buy the Murray Estate's interest. I put up my own money, $5,000 and did not know until years afterwards that that $5,000 had been deducted in the settlement.

I deny each and every allegation of Stern, in his letter of February 9th, and as I have written time and again, and my wife knows, as well as the records show, Stern was kept fully advised as the conditions changed from time to time.

When I signed that fatal, so-called, document of March, 1927 I did it at the request of the Murray Estate to help them out, altho there was no agreement so to do. We had made a complete settlement with Mr. Stern at the time and he had full knowledge of everything, and I had no thought of doing anything except to accommodate the Murray Estate with their inheritance tax matters with the government. Another technicality Mr. Stern would take advantage of, altho the day after I signed that document of March, 1927 I explained everything to Mr. Stern in Los Angeles. He never put a dollar into Mission Gorge or the Cuyamaca property, and I offered it voluntarily when he kicked about my having the advantage. I certainly thought I had satisfied him and final settlement was made. There was no attempt to conceal anything, and now five or six years later he would try to blacken my good name by suing me and get some easy money. That is the way it looks to me, a victim of circumstances.

I feel Mrs. Murray was sincere when she told me the notes were hers and she would give them to me. Her first attorney understood it all but he is now dead. Mr. Brown certainly did his duty when he found the notes had not been endorsed and were a part of the Murray Estate, and Mr. Brown did the best he could in cutting down inheritance taxes. He told me the other day he saved $400,000 or $500,000 over the claims of the government, but it would seem to be some part of it at my expense, if Mr. Stern makes good his claim.

Mr. Stern surely remembers that when the contract was signed in the presence of Senator Flint, Brown, Stern and myself, that the notes were specifically mentioned before the contract was signed. It was understood that that was an entirely separate matter between Stern and myself and not mentioned in the contract. Stern had due knowledge at all times of those notes.

As you know, I am broke for ready money and it is a fight to get money enough to pay salaries and eat, but I wish you would go up and see Mr. Stern and discuss the matter with him for the last time, and see what the best settlement is that can be made. There is one thing certain, after working ten years for the Cuyamaca Water Company for nothing, and after the service I rendered Mrs. Murray and the money I paid out, and after the service I rendered Stern in the Cuyamaca Water Company without pay, and after giving him for nothing his interest in Mission Gorge and the property at Cuyamaca Lake, it is a cinch I am going to be well repaid for my services in the bond election killing Mission No. 2, and in my sale for $40,000 the El Capitan lands on which Mr. Stern placed a value of nothing. If I earned a nickel I earned $6,000 of anybody's money in those campaigns, and paid out between $400 and $500 in cash which I have not as yet charged up to the water company.

I will advance the necessary funds to pay any income tax of the Cuyamaca Water Company, but I am going to demand my reasonable compensation for the service I have rendered in looking after the Cuyamaca Water Company's interests, particularly in the El Capitan matter.

Please see what adjustment you can make with Mr. Stern and I will give a final answer as to what I will do immediately thereafter. I will return to San Diego no later than Thursday night.

Yours sincerely,

EF:KLM

E. Fletcher

WRIGHTWOOD MOUNTAINS
704 W. M. GARLAND BUILDING
LOS ANGELES, CALIFORNIA

JAMES M. OLIVER
MANAGING PARTNER
VANDIKE 8038

February 15, 1933

Mr. Harrison G. Sloane,
Attorney at Law,
Bank of America Building,
San Diego, California:

Dear Mr. Sloane:

I have delayed answer to your letter because of the second paragraph which takes me to task in re overdrawing of Stern's chances. You properly do this, and I was surprised to see that I had gone quite so far. I find on checking on my correction of the first draft that I had inserted before the word 'certain' the word 'reasonably', but the stenographer in the Los Angeles office overlooked it and I did not get a chance to correct it but let it go. I still think after reading your letter even, that someone would have to blunder mightily for Stern to lose.

In re statute of limitations, I don't seem to be able to get over my point to you. Neither Stern nor I ever claimed that he did not know the Colonel got the money - that is unquestioned - but we do contend that Stern never knew the real reason for the Colonel getting that money until after the tax expert put him on the right scent for the first time and after the Colonel had given him the wrong reason time and time again. I am sure there is no 'idiosyncrasy' of any court so great or glaring that it would start the statute running against Stern unless and until Stern knew what it was running for; nor could any statement that did not include the real facts based on the real motivating reason be any more binding upon him.

I can't understand either why Stern should not be allowed to choose his own method of investigation. I would consider that he needed a guardian if he went to the man that he was slowly becoming convinced had deceived him in his own interest, in order to discover the true facts. However, he had already done this before he had any suspicion and had been uninformed as to the real facts; and even after Stern had ascertained the facts and then gave the Colonel a chance to come through he failed to do so but, instead, reiterated the old line of misinformation.

After this then is but one question: Did the Colonel inform Stern that the money was a commission and that the price had been boosted? I fail to find any written evidence that he did; and there are many letters of explanation extending over a period of years that will effectually prevent him trying to do so by parole evidence at the trial.

I have therefore again advised Mr. Stern that in my opinion he has a technically perfect case and one that I can hardly conceive of his lawyer blundering enough to lose; and as before advised you, thus endeth matters with me. I have done my duty to my friend and must now needs retire.

With personal regards, I remain

Yours truly,

James M. Oliver
James M. Oliver

By C. Morgan
Secretary.

Mr. Oliver forwarded this letter from Yosemite, to be copied on his own stationary and forwarded to you to save time.

C.M.

July 31, 1933.

Fidelity Mutual Corporation,
Bank of America Building,
San Diego, California.

Gentlemen:

Enclosed herewith find $3804 note of Sunlands Investment Company, Register No. 401, which please foreclose.

This confirms our understanding that the cost of foreclosure will be $165.00 as per my conversation with Mr. Sloane today. Please rush this foreclosure and oblige.

The reason for foreclosing is non-payment of interest since date of note, principal and taxes.

Yours very truly,

ED FLETCHLR CO.
(formerly Morse Construction Company)

By

EF:KLM

August Second
1 9 3 3

Mr. H. G. Sloane
Bank of America Bldg.
San Diego, California

My dear Sloane:

Answering your letter of July 25th re Stern settlement.

Mr. Stern's suggestion regarding Mission Gorge #3 is satisfactory.

Proposition #2. I have already paid and there is now in the treasury of the Cuyamaca Water Company every dollar in accordance with our agreement excepting a $1000 note signed by the Grossmont Park Company made payable to the Cuyamaca Water Company, a corporation, an original loan made direct by the Cuyamca Water Company to the Grossmont Park Company which thru error was figured as my personal loan.

The Grossmont Park Company loan I would like to have remain in tact as at the present time. It is a hardship on them to pay.

I am enclosing a statement of their last financial statement to the banks and I do not believe Mr. Stern will object to this as the note is drawing 7% interest.

The children own practically all of the stock.

Will you kindly forward a copy of this letter to Mr. Stern with the Grossmont Park Company financial statement attached.

Your early attention to this matter will be appreciated.

Yours very truly,

EF:ASK

August Fourteenth
1 9 3 3

Mr. H. G. Sloane
Bank of America Bldg.
San Diego, Calif.

My dear Harry:

Regarding Escrow #B.A.-421 between Homer A. Hansen, Margaret McClure and Ed Fletcher, would you kindly write to the Bank of America attention Mr. Sink, Los Angeles, and tell him the matter has been put in your hands to get some prompt action in relation to dissolving said trust; that you have been informed by me that I have written assurance of the Bank of America that everything has been complied with to dissolve the trust and I have been waiting for six months for him to act.

Will you him to kindly, by return mail, inform us if the facts as stated by me are true and if not what is holding up the final settlement between us. Mr. Steadman of the First National Bank of Pomona, representing Mrs. McClure assured me that he has signed all papers and I am going to insist that this trust be closed at an early date.

Please write a letter along these lines and oblige.

When are you going to Los Angeles again?

Yours very truly,

EF:ASK

August
15th
1 9 . 3 3

Bank of America
Los Angeles
California ATTENTION MR. SINK.

Gentlemen: Re - Escrow BA-421. Hansen-McClure Fletcher.

My client Ed Fletcher has conferred with me from time to time regarding dissolution of your Trust in which the above named parties are interested, and I am now asked to render any assistance possible in getting the matter closed up.

According to your letters to Col.Fletcher all your requirements were met several months ago, but the matter has been dragging without coming to a conclusion. I understand also that First National Bank of Pomona has signed all papers requested from it, so we are at a loss to know just what is holding the matter up.

If anything else is required in the way of consents or waivers, will you please advise me immediately and we will try to get it into shape, as it is imperative that the present set-up be dissolved.

Yours very truly,

HGS.AW

I have no program requiring my presence in Los Angeles — Thank goodness!

H. G. SLOANE
PRES. & ATTY.
ROOM 1230

FIDELITY MUTUAL CORPORATION

BANK OF AMERICA BUILDING
625 BROADWAY
SAN DIEGO, CALIFORNIA

J. N. HASKELL
SECRETARY
ROOM 841

October
25th
1 9 . 3 3

Ed Fletcher Co.,
1024 Ninth Avenue
San Diego, California

Dear Sirs:

On August 3, 1933 at your request we recorded Notice of Default and Intention to Sell property of Sunlands Investment Co. held under our Trust Deed No. 401. In the absence of other instruction from you; we will start publication of Notice of Sale November 4, 1933 and will sell the property about the first of December.

Mr. R. L. Stewart came into the office this morning to inquire about this matter and exhibited what purports to be a copy of a letter from Ed Fletcher to him under date October 6, 1931, as follows:

> "In consideration of the return of my letter of April 6, 1931 with the obligation pertaining thereto, I agree not to take any foreclosure action against you in the matter of the Cuyamaca property until such time as you are free."

The date of Mr. Stewart's release was October 3, 1933; so he considers that your instruction to us was premature. As I understand it, his desire is to have a few weeks occupancy of the property, and if he can have this he is willing to waive any limitations on you by reason of the letter, and allow the proceedings to go ahead as above outlined.

Will you kindly instruct us prior to November 3, whether or not we shall proceed with publication?

Yours very truly,

FIDELITY MUTUAL CORPORATION,
By H G Sloane
President.

HGS.AW

October Twenty-seventh
1 9 3 3

Fidelity Mutual Corporation
Bank of America Bldg.
San Diego, Calif.

Attention Mr. Harrison Sloane

My dear Mr. Sloane:

Please withdraw the notice of foreclosure on the Sunlands Investment Company property and write them that said notice is cancelled and one week later please send a formal notice again.

This will make everything legal and save us, perhaps, a lot of trouble on account of my letter of October 6th, 1931 to Mr. Stewart. I supposed Mr. Stewart was free when he came out on parole which was October 3, 1932 but his parole expired on October 3, 1933 and there may be a question there so am taking no chance and would like the foreclosure started over again.

Yours very truly,

EF:ASK

H. G. SLOANE
PRES. & ATTY.
ROOM 1230

FIDELITY MUTUAL CORPORATION

BANK OF AMERICA BUILDING
625 BROADWAY
SAN DIEGO, CALIFORNIA

J. N. HASKELL
SECRETARY
ROOM 841

October 30, 1933

Mr. R. L. Stewart
724 Rockway Court
Mission Beach, Calif.

Dear Sir:

Pursuant to the instruction of Ed Fletcher, who holds your Trust Deed note, our Reg. No. 401, we will treat this foreclosure as if instituted this day.

While notice of default and intention to sell was recorded August 3, 1933, in pursuance of which advertising for sale would be in order next week, we will not begin such publication until ninety days from now.

This seems to be in accordance with your understanding with Col. Fletcher, but if for any reason we have not correctly interpreted it, will you kindly advise us immediately?

Yours very truly,

FIDELITY MUTUAL CORPORATION,

By H. G. Sloane

President.

HGS.AW
CC to Col. Fletcher.

Col Fletcher

CABLE ADDRESS - BAMERICAL

13044

Bank of America
NATIONAL TRUST AND SAVINGS ASSOCIATION

PLEASE ADDRESS YOUR REPLY TO
TRUST DEPARTMENT
ATTENTION OF

LOS ANGELES MAIN OFFICE

Trust No. BA-421.

LOS ANGELES, CALIFORNIA
December 14, 1933.

Harrison G. Sloane, Attorney at Law,
1230 Bank of America Building,
San Diego, California.

Dear Sir:

This is in reply to your letter of December 9, 1933 relative to the proposed termination of our Trust No. BA-421, and particularly to the completion of the so-called Osterman, Hensley and Killion transactions affecting certain parcels of the Poway property, covering which parcels the Southern Title and Trust Company recently completed its preliminary search of title.

As evidenced by our letter, dated December 8, 1933, addressed jointly to the parties in interest in Trust No. BA-421, including your client, Colonel Ed Fletcher, we have brought the Osterman transaction to the point of consummation and only await current and specific directions from the addressees of our letter referred to in this paragraph.

As to the remaining transactions, namely, the Killion and Hemsley deals, Dr. Hanson has promised me that he will cause these parties to communicate personally with this office, so that their matters may be completed in the same fashion as the Osterman deal.

With respect to the remaining unsold property, as heretofore stated in my letters, when adequate maps are furnished to us we can proceed to draft the necessary deeds to complete the termination of the trust. I quote the second paragraph of my letter to you of August 28, 1933:

> "The first step to be accomplished toward the termination of said trust is the completion of the Hemsley, Killion and Osterman transactions, with which your client, Colonel Fletcher, is thoroughly familiar. After these have been taken care of, and after we have been furnished with a more satisfactory set of maps of the trust property, which Dr. Hanson today agreed to obtain for us from the Southern Title and Trust Company, we can proceed to accomplish a complete closing of said trust."

I also call your attention to the fact that we are proceeding in accordance with my letter of that date to work out all the matters necessary to close the trust. I will today address a letter to Dr. Homer Hanson and request him to put us in touch personally with the Hemsleys and the Killions.

Yours very truly,

MAA:HS

M. A. Aggeler,
Subdivision Trusts.

HEAD OFFICE
SAN FRANCISCO, CAL.

CABLE ADDRESS
"BANKITALY"

AMERICA
Bank of Italy
NATIONAL TRUST & SAVINGS ASSOCIATION
Trust Department
Main Office Los Angeles

Trust No. BA-421.

December 14, 1933.

Harrison G, Sloane, Attorney at Law,
1230 Bank of America Building,
San Diego, California.

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Yours very truly,

H. A. Aggeler,
Subdivision Trusts.

MAA:HS
Copy to Colonel Ed Fletcher,
CORRESPONDENT 3000 Sixth Avenue,
San Diego, California.

2609

February 10, 1937

Mr. Harrison G. Sloane
4310 Avalon
San Diego, Calif.

My dear Harrison:

Can you tell me how Owen Wister can get his money - the $2,000.00. It is a shame to let matters drift as they are.

Sincerely yours,

H. G. SLOANE
PRES. & ATTY.
ROOM 1230

FIDELITY MUTUAL CORPORATION

BANK OF AMERICA BUILDING
625 BROADWAY
SAN DIEGO, CALIFORNIA

J. N. HASKELL
SECRETARY
ROOM 841

February 15, 1937

Copy Owen Wister 2/18

Colonel Ed Fletcher
1018 9th Street
San Diego, California

Dear Colonel:

I have indicated to you and directly to Owen Wister on several occasions the way to get his $2,000 out of 'hock'.

I assume that there is no chance of his turning up the original note which is the simplest solution. I suggested that a suit could be brought which would determine the loss or destruction of the note which would cost him an attorney's fee.

I suggested that we would be willing to take a bond from him which would protect the corporation. This last is a simple matter and I think if you and the Grossmont Company would sign as sureties for him guaranteeing that the note will never be presented that would suffice.

The company is anxious to get rid of this money and I should imagine Mr. Wister could use it.

Sincerely,

HGS:P

February 18, 1937

Mr. H.G.Sloane, President
Fidelity Mutual Corp.
Bank of America Building
San Diego, California

My dear Harry:

Answering yours of the 15th, please prepare the necessary bond for Mr. Wister to sign, and the Grossmont Park Company and I will also sign as sureties.

Whatever the expense is in drawing up the paper, I will see that Mr. Wister pays you. Have the paper so drawn that Mr. Wister will have to sign same before a Notary.

Your early attention in this matter will be appreciated.

Sincerely yours,

EF/jv

HARRISON G. SLOANE
FRED A. STEINER

SLOANE & STEINER
ATTORNEYS AT LAW
BANK OF AMERICA BUILDING
SAN DIEGO, CALIFORNIA

SUITE 1210
FRANKLIN 0500

February 26, 1937

Grossmont Park Company
Care Ed Fletcher Co.,
San Diego, California

Gentlemen:

At the request of Colonel Fletcher we have drawn an agreement which will serve to get the sum of $2,000 out of the custody of Fidelity Mutual Corporation.

If you will forward the original to Owen Wister, he may execute it and then when it comes back, it may be executed by your own corporation. Upon delivery of the executed instrument to Fidelity Mutual Corporation, it will make such disposition of the sum of $2,000 as Owen Wister directs.

Colonel Fletcher agreed that he would have the expense of preparation of this paper and the ensuing negotiations paid by Owen Wister, so you may inform him at this time that the cost amounts to $15.

Yours very truly,

Of SLOANE & STEINER

HGS:HH
Agreement

October 11, 1937

Mr. Harrison Sloane
Bank of AmericaBldg.,
San Diego, California

My dear Harry:

As long as Wister's note is out-lawed, won't you pay the $2,000 to Wister and I will guarantee, as well as Wister, you against any loss.

By the way, can't you see your way clear for you and the good wife to come out to Grossmont and pick out a lot in payment of the balance I owe you? I promise you a splendid lot that should sell for $800.00 or $1,000. This will cancel the $400.00 obligation that I still owe you. It would be gratefully appreciated.

Sincerely yours,

EF/jv

HARRISON G. SLOANE
FRED A. STEINER

SLOANE & STEINER
ATTORNEYS AT LAW
BANK OF AMERICA BUILDING
SAN DIEGO, CALIFORNIA

SUITE 1230
FRANKLIN 6506

October 13, 1937.

Colonel Ed Fletcher,
1020 9th Ave.,
San Diego, Calif.

Dear Colonel:

I am grieved at you on both counts which you mention in your letter of October 11th.

Regarding the Wister note, on February 26, 1937, I advised you that the Fidelity Mutual Corporation would disburse the sum of $2,000 due Wister upon the guarantee by himself and you protecting us against loss. At your suggestion I prepared an agreement to be signed by you and paid for by Wister. This agreement was turned over to you February 26, 1937, and I have been wondering why it was not executed and have been holding the sack for $15, the amount of my charge for preparing it.

On the H.G. Sloane account, we thrashed that all out once and came to a definite understanding about it, in arriving at which I made some discounts and you agreed to put it on a strictly business basis of a deed by way of mortgage. I still have more real estate than is good for me and you must admit that I have not been hounding you unduly. If you have any lots on Grossmont that should sell for $800 or $1,000, for goodness sake sell one for $414.86 and get your annoying creditor off the books.

Sincerely yours,

of SLOANE & STEINER.

HGS:GD

HARRISON G. SLOANE
ATTORNEY AT LAW
BANK OF AMERICA BUILDING
SAN DIEGO 1, CALIFORNIA

SUITE 1230
FRANKLIN 6506

September 21, 1949.

Mr. Ferdinand T. Fletcher
Attorney At Law
Bank of America Building
San Diego 1, California

Re: Western Lumber Company
vs.
Ed Fletcher Co.

Dear Ferd:

I understand that our clients have agreed on payment by Ed Fletcher Co. to Western Lumber Company in the sum of $2500.00. This seems to me to be a fair adjustment.

I enclose herewith dismissal of the action, which you are authorized to use upon remitting to Western Lumber Company the sum of $2500.00.

Thanking you for your courtesies in this connection, I am

Yours very truly,

H. G. SLOANE.

HGS:L
Enc.
cc - Steve Fletcher
Ed Fletcher Co.
1020 9th Ave.
San Diego, Calif.

HARRISON G. SLOANE
ATTORNEY AT LAW
BANK OF AMERICA BUILDING
SAN DIEGO 1, CALIFORNIA

SUITE 1230
FRANKLIN 0500

September 26, 1949.

Received of Ed Fletcher Company the sum of

$2,500.00 - for Western Lumber Company.

H. G. Sloane
by Vera Lander
Sec.

Ed Fletcher Papers

1870-1955

MSS.81

Box: 25 Folder: 23-24

General Correspondence - Sloane, Harrison - General Correspondence