

[1934]

CABLE ADDRESS:
"BLACKHO"
TELEPHONE
HARRISON 4300

THE BLACKSTONE

SOUTH MICHIGAN AVENUE & EAST 7TH ST.

CHICAGO

Saturday

My Dear Mr. Quinn

I secured the signatures of Mr & Mrs. Harold Fay in Washington but could not get the Western heirs to sign at Detroit they still feel the offer we made and yours will conflict and kill the deal they may change their mind and will write me shortly Sorry not to write more encouraging news.

In haste

Ed F
Will write again soon

17 East 42nd Street,
New York, New York,
June 15, 1934

Col. Ed W. Fletcher,
1020 - 9th Street,
San Diego, California.

My dear Colonel:

In consideration of your past service to the Ward Estate and your service to me in securing the necessary extension of the option as per copy herewith attached, I personally obligate myself to see that you shall be paid the \$50,000.00 as agreed upon at the meeting in New York with the Ward heirs.

This of course is conditioned upon the sale being consummated. In my opinion you should make at least \$100,000.00 from this transaction. In view of this fact I further agree, if your savings on taxes do not result in a profit to you of an additional \$50,000.00, that I personally will pay you the difference between the savings effected in the tax clearance and the amount of \$50,000.00.

In other words, the purport of this letter is to assure you of a net profit of \$100,000.00 in the event of the sale being completed as per our arrangements.

Very truly yours,

John A. Quinn

JJQ:k

Witness:
Allen G. Gartner

Orchard Lake, Michigan.
June 16, 1934

Mr. John J. Quinn,
17 East 42nd Street,
New York, N. Y.

Dear Sir:

This will serve as an agreement on our part to extend the option of May 15, 1934, re sale of Ward Tract of timberlands in California to July 5th, 1934, on the following conditions:

1. That one hundred and fifty thousand dollars (\$150,000.00) be escrowed with the Chase National Bank of New York on or before July 5th, 1934; and that said \$150,000.00 be made available on or before August 5th, 1934 (provided deeds conveying the interest of all of the owners of said Ward Tract are deposited in escrow with said bank by that date), on the order of Ed Fletcher of San Diego, California, and George S. Leisure, 90 Broad Street, New York City, for the payment of delinquent taxes on the said Ward Tract, and also for certificates of title of said property and other expenses pertaining to clearing the title to said property, including any actual expenses of said Ed Fletcher in connection therewith. If the said \$150,000.00 does not clear the title to the property to be deeded, the balance needed to clear title is to be deducted from the final payment.

2. The undersigned agree to deposit grant deeds to the property in escrow by August 5th, 1934. If all said deeds are not deposited in escrow with the Chase National Bank by August 5th, 1934, this extension of option is null and void, and the undersigned reserve the right to withdraw their deed at any time thereafter.

3. In selling the property, we reserve all rights-of-way heretofore recorded or any easements of record; also, we reserve the right-of-way asked for by the State Highway Commission of California but not yet recorded.

4. Also reserving the one and one-half million feet of cedar heretofore sold, with right to cut same within a year from date, as agreed with U. S. Regional Forester, Mr. Shaw.

5. The final payment of one million and seventy thousand dollars (\$1,070,000.00) is to be made to the Chase National Bank in escrow on or before December 15th, 1934, for distribution among the owners of said Ward Tract as heretofore agreed between them.

6. The certificate of title showing good and merchantable title is to be furnished thirty (30) days prior to the date of final settlement; provided the \$150,000.00 mentioned above covers the cost; otherwise to be furnished when final settlement is made.

J. J. Quinn

7. If it should subsequently appear that title to some fractional interest of the said property cannot be perfected within the period of this agreement, then the Chase National Bank shall determine the amount to be ultimately paid for that fractional interest and withhold that amount of the purchase price to be paid when the title to that fractional interest is cleared and not until then; and any such condition shall not, therefore, be permitted to delay payment to the persons who are the owners of the interests to which title has been cleared.

8. This deal shall not be defeated or delayed by the failure of the optioners within the period of this agreement to perfect the title to a part of said land which is in value less than five percent of the whole purchase price, and, in that event, the said Chase National Bank shall determine the relative value of the portion of the said land to which title has not been so perfected and the optioners shall pay the balance of the purchase price according to this option and shall pay for the remainder of said land when the title to the same has been perfected.

Very truly yours,

6/19/1934
This is the extension of option referred to in my letter of June 15, 1934 addressed to you
John J. Quinn

John J. Quinn
17 East 42nd Street
New York.

In consideration of \$1.00 in hand paid and other valuable consideration we the owners of an undivided interest in Timberlands in Del Norte and Humboldt Counties, California, known as Ward tract definitely described in Fentriss-Hill cruise hereby give you and your assigns an option until midnight July 5, 1934, to purchase the same for a price fixed in our options which expired June 15, 1934. This option shall be exercised by a written notice to George Leisure, 90 Broad Street, New York, and Harold V. V. Fay, Chevy Chase, Maryland and by your deposit of \$150,000. in Chase Bank, New York, as escrow. Within sixty days thereafter we shall deposit satisfactory deeds of Ward tract with escrow. Thereupon the \$150,000. shall be subject to order of Leisure and Fay for payment of taxes on Ward tract. Upon your payment of balance of purchase price to Leisure and Fay within the time limit of option which expired June 15th escrow will deliver deeds to you. This option shall not be binding until each owner of any interest in the Ward tract exercised the equivalent thereof. If option is exercised Ward heirs agree to furnish usual certificate of title or policy of insurance before final payment is made.

Dated this _____ day
of June, 1934 _____ (L.S)

CLASS OF SERVICE DESIRED	
DOMESTIC	CABLE
TELEGRAM	FULL RATE
DAY LETTER	<input checked="" type="checkbox"/> DEFERRED
NIGHT MESSAGE	NIGHT LETTER
NIGHT LETTER	SHIP RADIOGRAM

Patrons should check class of service desired; otherwise message will be transmitted as a full-rate communication.

WESTERN UNION

R. B. WHITE
PRESIDENT

NEWCOMB CARLTON
CHAIRMAN OF THE BOARD

J. C. WILLEVER
FIRST VICE-PRESIDENT

1206-A.

CHECK
ACCT'G INFMN.
TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

November 21, 1934

MR JOHN J. QUINN
17 E. 42nd St.
NEW YORK, N. Y.

COULD CONVENIENTLY BE THERE NEXT MONDAY EARLIER IF ABSOLUTELY NECESSARY PROVIDING FIVE HUNDRED WIRED ME WESTERN UNION IT IS UNDERSTOOD AM MAKING NO COMMITMENT EVERYTHING SUBJECT TO NEGOTIATIONS IF I COME RUSH ANSWER

ED FLETCHER

Chg. Ed Fletcher Co.

THE QUICKEST, SUREST AND SAFEST WAY TO SEND MONEY IS BY TELEGRAPH OR CABLE

RECEIVED AT

STANDARD TIME INDICATED ON THIS MESSAGE

Postal Telegraph

THE INTERNATIONAL SYSTEM

Commercial
Cables



All America
Cables

Mackay

Radio

This is a full rate Telegram, Cablegram or Radiogram unless otherwise indicated by signal in the check or in the address.

DL	DAY LETTER
NL	NIGHT LETTER
NM	NIGHT MESSAGE
LCD	DEFERRED CABLE
NLT	NIGHT CABLE LETTER
WLT	WEEK END CABLE LETTER
	RADIOGRAM

Form
16

34 NOV 21 AM 10 41

S50 20 RC=LF NEWYORK NY 21 116P

COLONEL ED FLETCHER=

1020 9 AVE SANDIEGO CALIF=

HOW SOON CAN YOU BE IN NEWYORK AT MY EXPENSE FOR CONFERENCE PRIOR TO CLOSING SALE OF WOODLAND REPLY COLLECT=

JOHN J QUINN.

Telephone Your Telegrams to **Postal Telegraph**

11-26-34

Postal Telegraph

THE INTERNATIONAL SYSTEM

Commercial
Cables



All America
Cables

Mackay

Radio

This is a full rate Telegram, Cablegram or Radiogram unless otherwise indicated by signal in the check or in the address.

DL	DAY LETTER
NL	NIGHT LETTER
NM	NIGHT MESSAGE
LCO	DEFERRED CABLE
NLT	NIGHT CABLE LETTER
WLT	WEEK END CABLE LETTER
	RADIOGRAM

RECEIVED AT

STANDARD TIME
INDICATED ON THIS MESSAGE

1934 NOV 22 AM 8 24

S18 8=LF NEWYO=K NY 22 1107A

COLONEL ED FLETCHER=

1020 NINTH AVE SANDIEGO CALIF=

MONDAY MORNING SATISFACTORY CHECK AIR MAILED THIS MORNING=

JOHN J QUINN.

Telephone Your Telegrams to **Postal Telegraph**

Mr. John J. Quinn,
17 E. 42nd Street,
New York, New York.

My dear Mr. Quinn:

I will deliver the interests of the Western heirs of the Ward Estate, so called, options from whom I now hold, covering the properties as described in that certain Fentriss Hill Map and Cruise for legal description thereof, on the basis of \$1,220,000.00 as the total sales price with the properties free and clear of incumbrances; the heirs being as follows:

Willis C. Ward
Franklin B. Ward
H. L. Ward
L. Ward
The Strong Family
National Bank of Bay City, Mich.
Harold Fay

The understanding is that of this \$1,220,000.00 the sum of \$245,000.00 shall be paid to me out of which I am to pay any expenses incurred in the handling of this property as well as all taxes due and payable and a lien against the property as of this date.

It is understood that you are to secure and hold the options from the Eastern heirs on the same basis as above stated.

It is expressly understood and agreed between us that I am to retain my present interest in the offer now before the Federal Government insofar as I represent the Western heirs and you are to have a

sufficient length of time to be mutually determined between us in which to complete your pending transaction with the Federal Government through present channels.

New York City.
November 26, 1934.

OPTION

KNOW ALL MEN BY THESE PRESENTS THAT _____
(name (s) and address (es) of heir (s))

hereinafter known as the vendor (s), in consideration of the payment of one dollar and other good and valuable considerations, the receipt of which is hereby acknowledged, do hereby severally agree for (himself, herself or themselves, his or her or their successors and assigns) with John J. Quinn of New York City and Edward Fletcher of San Diego, California, as follows:

1. That at any time before June 30, 1935, if requested so to do by John J. Quinn and Edward Fletcher, the said vendor (s) will sell and at his (or their) own expense, convey to John J. Quinn and Edward Fletcher, by proper deeds of conveyance with the usual warranties of title, all that tract or tracts of land situated and lying in Del Norte and Humboldt Counties in the State of California known as the Ward tract and more particularly described in the Fentriss Hill Cruize heretofore made of said Ward tract.

2. That the price at which the said entire Ward tract will be sold to John J. Quinn and Edward Fletcher as hereinbefore provided shall be one million two hundred thousand dollars (\$1,200,000.).

3. That this option together with all other options executed by all of the heirs constitutes one sale for which the purchase price of the entire Ward tract amounting to \$1,200,000.00 will be paid by John J. Quinn and Edward Fletcher as hereinbefore provided.

In witness whereof, I (or we) have set my (our) hand (s) and seal (s) to these presents on this _____ day of _____ A. D. 1934.

Signed, sealed and delivered (Seal)

in the presence of

Mr. John J. Quinn,
17 East 42nd Street,
New York, New York.

My dear Mr. Quinn:

I will deliver the interests of the Western heirs of the Ward Estate, so called, options from whom I now hold, covering the properties as described in that certain Fentriss Hill Map and Cruise for legal description thereof, subject to rights of way granted to the State of California or any legal subdivision thereof, on the basis of \$1,220,000.00 as the total sales price with the properties free and clear of incumbrance; the heirs being as follows:

Willis C. Ward
Harold L. Ward
Virginia Palmer Ward
Frederick S. Strong
Majorie W. Strong
Mary D. Ward
Frederic L. Ward
Marguerite Ward
Franklin B. Ward
Elizabeth B. Ward
Harold Van V. Fay
Katharyn B. Fay

The understanding is that of this \$1,220,000.00 the sum of \$245,000.00 shall be paid to me out of which I am to pay any expenses incurred in the handling of this property, as well as all taxes due and payable and a lien against the property as of this date.

It is understood that you are to secure and hold the options from the Eastern heirs on the same basis as above stated.

It is expressly understood and agreed between us

that I am to retain my present interest in the offer now before the Federal Government insofar as I represent the Western heirs and you are to have a sufficient length of time to be mutually determined between us in which to complete your pending transaction with the Federal Government through present channels.

New York City

November 27, 1934.

QUINN, BERRAN & Co.
ACCOUNTANTS AND AUDITORS
17 EAST 42ND STREET
NEW YORK

November 27, 1934.

Colonel Ed Fletcher,
1020 Ninth Avenue,
San Diego, Cal.

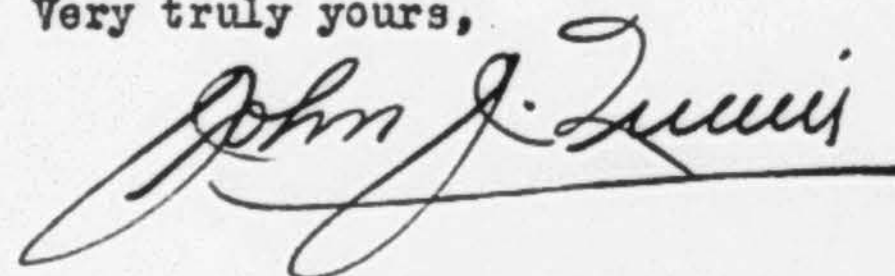
My dear Colonel Fletcher:

This will confirm in writing what I have so many times stated to you in person. I am not directly or indirectly interested in the sale of any redwood or any other timberlands in California to the Government or any other agency. My sole interest in timberlands is and has been to move the timberlands known as the Ward holdings.

I also know that Mr. Allen G. Gartner, who has been associated with me in this project, likewise has no interest outside of this project.

May I record here an equally important fact. I do not know at what price the Ward Timberlands will ultimately be sold to the Government. All I know is that I have stipulated that the minimum price shall be \$1,500,000.00 for the property described in the Fentriss Hill Map and Cruise and that the maximum shall be \$2,950,000.00. The value, if any above \$1,500,000.00, will be fixed by the Government's agents.

Very truly yours,



QUINN, BERRAN & Co.
ACCOUNTANTS AND AUDITORS
17 EAST 42ND STREET
NEW YORK

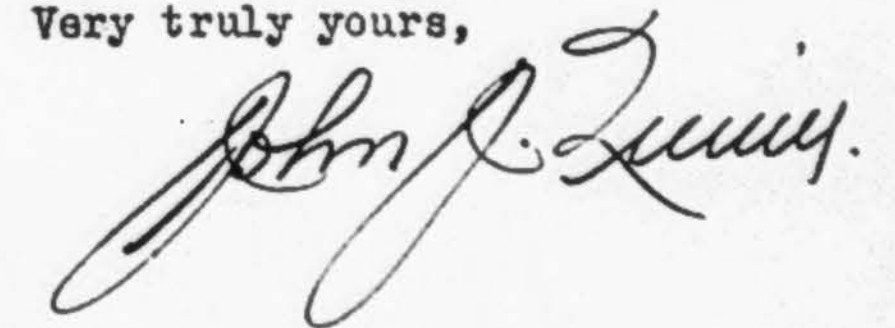
November 27, 1934.

Colonel Ed Fletcher,
1020 Ninth Avenue,
San Diego, Cal.

My dear Colonel Fletcher:

In consideration of your services to me and continued cooperation to the end that the Ward Estate Timberlands may be sold to the Federal Government through my associates, I hereby agree to pay you the sum of \$100,000.00 if the sale is more than \$2,000,000.00. In the event that the sale is \$1,500,000.00 then this sum is to be \$50,000.00. This will be paid to you just as soon as the sale is consummated and after I have received the cash from the Federal Government.

Very truly yours,



Ed Fletcher Papers

1870-1955

MSS.81

Box: 22 Folder: 8

General Correspondence - Quinn, John J.



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