

16 February 1920

Mr. Chas. E. Sumner,
Southern Title Bldg.,
San Diego, Calif.

My dear Mr. Sumner:

Enclosed find letters from Mr. Thum which are explanatory, also copy of the recorded agreement, which has already been signed by the F. & W. Thum Company and ourselves.

What I want is a copy of an agreement in which all questions, whether riparian owners, or otherwise, ~~are~~ left to arbitration by the water commission. I have not time to read this over. I wish you would pick out the one that conveys what we want and whip it into shape so I can put it in the hands of the printers and get a number for the riparian owners who desire to sign it.

Yours very truly,

EF:KIM

CHARLES E. SUMNER
ATTORNEY AT LAW
SAN DIEGO, CALIFORNIA

February 26/20

Col. Ed. Fletcher,
c/o Ed. Fletcher Company,
920 - Eighth Street,
San Diego, California.

Dear Colonel:-

I am returning herewith the Thum agreement of January 2nd, also the proposed form as an alternative to be used in contract with other land owners. It appears to me that the Thum agreement is much preferable.

In the event that you tried to determine, at the time you were negotiating contracts, the question as to whether the proposed lands are riparian or non-riparian, you would thereby introduce an element which might result in your not getting the desired contracts.

It would appear that your negotiations would be more apt to be successful if matters of this kind were kept in the back-ground and any difference of opinion referred to the State Water Commission.

Sincerely yours,

Charles E. Sumner

CES-McF.

Ed Fletcher Company

FLETCHER BUILDING
920 EIGHTH ST.
SAN DIEGO, CALIFORNIA

June
17th
1920

AGENTS
PINE HILLS
DEL MAR
GROSSMONT

Mr. Chas. Sumner,
Southern Title Bldg.,
San Diego, Calif.

My dear Mr. Sumner:

I am in trouble again. Am going to ask you if you will look over the enclosed instrument, which was sent us from the Black Diamond Coal Mining Company, which is supposed to be a note and mortgage to be given back by K. Deasy for the purchase of the land covered in the within certificate.

This is a deal which was made before Mr. Fletcher was injured, and the Black Diamond Coal Mining Company were supposed to send a deed in the name of K. Deasy, and a mortgage for \$1917.25 was to be given back to them on the property, payable on or before two years at 7% interest.

They forwarded these papers to the Southern Trust & Commerce Bank for K. Deasy's signature and refused to send a deed until the property was paid for. I wired them that K. Deasy could not give a mortgage until the deed was given to her and the property stood in her name, and I am enclosing a wire which was received today from them.

Owing to having so much trouble with them I do not want this paper delivered to the bank for them until I know that it is correct mortgage, as it does not read according to our printed form.

Thanking you for your attention to this matter,
I am

Very truly yours,

MEF:KLM

Mary E. Fletcher

Ed Fletcher Papers

1870-1955

MSS.81

Box: 28 Folder: 26

General Correspondence - Sumner, Charles E.



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