

COLLECTION NAME ED FLETCHER.

SERIES & FOLDER TITLE SOLANA BEACH LAND PURCHASE FROM JONES G.H.

Description of Material	Date Of Material	Re-Filed As:	
		Series	Folder Title
2 letters Fletcher to CROUCH	Sept 21, 22	ALPHA CORRES.	
	Sept 22	CROUCH	
2 letters Fletcher to H.H. JONES SAA Dan Bess & Co.	Oct 26, 1922	JONES, H.H.	
4 telegrams cc. CROUCH to Fletcher	Sept 1922	CROUCH	

Cardiff Calif.
Feb 17-1917

Mr. Thos H King
San Diego Calif.
Dear Sir:

Replying to your inquiry of the 15th inst. I have several prospective buyers considering the property situated two miles north of Del Mar. so do not care to list the property at present. However if you have a buyer who is interested enough to come out and look the place over, I will make price if he finds the place suitable for his purpose.

Yours truly
G. H. Jones

160

Del Mar, California,

Aug. 7, 1917.

Mr. Ed Fletcher,
San Diego,
California.

Dear Sir:-

In case you can sell my place between Cardiff and Del Mar, approximately 220 acres, for \$50,000.00 on or before August 25, 1917, I agree to sell same on the following basis: 1/3 cash, 1/3 in one year, 1/3 in two years, with interest on deferred payments at the rate of 6% per annum, payable semi-annually. Deed to be given and mortgage and first payment to be made when certificate of title is ready.

I agree to furnish certificate of title showing property free and clear of all encumbrances, except a certain oil lease given E. J. Swayne, and State and County taxes for 1917, now a lien but not yet payable.

I reserve the right to keep, if I so desire, all that portion of the S. W. $\frac{1}{4}$ of the S. W. $\frac{1}{4}$ of Section 35, Twp. 13 S., R. 4 W., S. B. M., lying east of the railroad right of way and will reduce the purchase price in proportion to the acreage reserved.

I also reserve the right to remove all buildings and personal property now on the premises, and am to have until November 1st to do the same.

Yours truly,

G. H. Jones

280-24
120-17
August 3, 1922.

Mr. G. H. Jones,
Del Mar, Calif.

My dear Mr. Jones:

Following is a copy of the agreement made yesterday:

"Del Mar, Calif
"August 2nd, 1922

Received from Ed Fletcher \$200.00 option money, to be applied on purchase price of my ranch in case the option is exercised, otherwise to be considered liquidated damages. The ranch consists of approximately 220 acres, less 15 acres, more or less (boundaries to be mutually agreed on) and located along the East line of the Southwest Quarter of the Southwest Quarter of Section 35, Township 13, S. R. 4 West, also excepting a parcel of land approximately 80 x 135 feet on which present barn is located, also privilege of removal of building.

The purchase price to be \$200.00 per acre, the title to be brought down to date showing clear of encumbrances, except Swayne oil lease and excepting taxes due this fall, one-half of which each is to pay, also subject to Railroad and state highway rights-of-way, also electric power lines, but Fletcher will not have to

-2-

G.H. Jones
8-3-22

pay \$200.00 an acre for rights-of-way, also any other rights-of-way not heretofore mentioned.

When the certificates are brought down to date you are to pay \$1800.00 additional option money and within 60 days from date you are to pay \$8000 more, making \$10,000 in all, at which time a contract of sale is to be made or deed and mortgage, balance of payments as follows: \$10000 November 1st, 1923; \$10000 Nov. 1st, 1924 and the balance November 1st, 1925, with 6percent, payable semi-annually from October 1st, 1922; also a release clause releasing 10 acres or more at any time by paying \$300.00 per acre, all payments to be deducted from the final payment and all deferred payments can be paid at any time, thereby stopping interest.

The legal description of this land is approximately as follows and located in San Diego County, California:

The SW $\frac{1}{2}$ of SW $\frac{1}{2}$ of Sec. 35; also Lot 4 Sec. 34, Twp. 13 S, R. 4 West; also Lot 1, Section 3, Twp. 14 S, R. 4 West, and the NW $\frac{1}{2}$ of Section 2, Twp. 14 S, R. 4 West, except 4 $\frac{1}{2}$ acres deeded to Lucy Estes.

Time is of the essence of this option, otherwise null and void.

(Signed) G. H. JONES"

Yours very truly,

EF:KLM

August 16, 1922

Mr. George H. Jones,
Del Mar, Calif.

My dear Mr. Jones:

I acknowledge receipt of certificates No. 48577 and 48578, on the conditions as per your letter of this date to me.

It is understood that all improvements, excepting fences, which you have on this property, you are allowed to remove, the understanding being that any well you have there you leave it in good condition and protected.

Yours truly,

EF:KLM

280-24
1

San Diego, California,
August 16, 1922

170-17

Mr. Ed Fletcher,
San Diego, Calif.

My dear Mr. Fletcher:

I acknowledge receipt of \$1800.00
as per option of August 2, 1922, which I gave you covering
the purchase of my property between Del Mar and Cardiff.

I am delivering for your safe keeping certificate
No. 48577, also certificate No. 48578, which you are to
deliver to me on demand.

It is understood that when the next payment is
made, the property is to be deeded to a trust company and
I will be satisfied with a release clause of one acre
tracts on the payment of \$500 each for any acre tracts
west of the state highway, and \$400 for any acre tracts
lying east of the highway.

Yours truly,

G. H. Jones

August 17, 1922.

170-17
File 280-24

Mr. George Jones,
Del Mar, Calif.

My dear Mr. Jones:

Will you by return mail let me know
whether or not you will join in with me in putting the
Jones' property within the boundaries of the proposed
Santee district. This matter must be decided immediately
as the final boundaries of the district will be determined
this coming week, and petition signed up.

Yours sincerely,

EE:KIM

120-17

Get the original agreement between Jones and me acknowledging receipt of the \$200, also receipt showing that I paid him the \$1800 according to contract, also my letter written last Thursday and Friday, also letter from Jones agreeing on a release clause at so much per acre. Take these all down to Mr. Crouch's office at one-o'clock and show them to him and explain that Jones now put a new condition in and that is a clause must be put in that all the interest and deferred payments become due and payable in case the land is included in an irrigation district and I must pay cash and agree not to include it in the district until the money is all paid. I will be there at 1:30 to discuss the matter with him and find out what my legal rights are.

Mr. Jones has taken the matter up with Judge Haines and the fact is Jones is trying to kill the deal as he can get more money by selling to someone else, in my opinion. I have offered him even to take a deed and give back a mortgage signed by my wife and myself, making us personally responsible on the deficiency judgment, and still he is not satisfied.

120-17

Del Mar Calif
Sept 15/22

Mr Ed Fletcher
San Diego Calif
Dear Mr Fletcher:

Your letter of yesterday received. You seem to have forgotten that the further payment of \$8000. and the signing of an agreement are necessary to the purchase of the tract. naturally these interest me. The Option is yours and you may close it at any time, but until such time as the deal is closed you are not to begin work of any description on the place. The matter of the 15 acres and other details can wait on the further payment and signing of agreement
Yours very truly
G. H. Jones

120-17

September 18, 1922.

Mr. P. H. King,
Encinitas, Calif.

My dear Mr. King:

Jones is trying to make me trouble. Please rush Rivers' on surveying the exterior boundaries so as to determine the acreage and also the legal description of the 15 acres that is being reserved by Jones so that I can have something definite to talk to Jones about, and draw up the deed. Also there is a reservation of 80' x 135' right back of Estey's house.

Go to Mr. Jones and ask him to show you exactly what the 80' x 135' is that he wishes reserved. Shropshire will show you the 15 acres over in the northeast corner of the property next to the cypress hedge that is to be reserved as well as the 80' x 135'. Try and get this done by Wednesday night at the latest, and telephone me that it is ready and get the data in here so that I can have a report as to what the actual acreage is that I am buying, a legal description of the exterior boundaries of the tract, which I understand can be described by quarter-sections and lots, but it is important that I have the legal description of the exceptions - being the 15 acres and the 80' x 135'.

Yours very truly,

EP:AH

McFadden

Go right over to Mr. George Jones. Tell him that Mr. Fletcher has returned, that Mr. Haynes, the attorney for Mr. Jones would like to see him in his office here for a conference Friday morning at 10 o'clock, and telephone Mr. Fletcher at his house tonight between 6 and 7 as to whether or not you get Mr. Jones and will Mr. Jones be in.

10

Telephoned.

SOUTH COAST LAND COMPANY

10/4/22

FLETCHER-STANTON INVESTMENT COMPANY

10/4/22

(Jones) 100-17

Sept 22, 1922

Milton:

Give the original of this notice of tender and demand to Jones, marked "original". After he has finished reading it, or if he puts it in his pocket without reading it, take the money, exhibit it to him and say "I hereby tender you \$8,000 lawful money of the U. S. according to the terms of the writing which I have just given you".

If he says "I will take it", then say, "get in the machine and come to town with me and execute the necessary papers" and immediately get me on the phone, but do not give him the money.

If he refuses it, say "Colonel Fletcher stands ready to pay this money to you at any time that you execute the proper instruments."

If he says nothing, but refuses to take the money, then make the statement to him, as above.

CLASS OF SERVICE DESIRED	
Telegram	<input type="checkbox"/>
Day Letter	<input type="checkbox"/>
Night Message	<input type="checkbox"/>
Night Letter	<input type="checkbox"/>

Patrons should mark an X opposite the class of service desired: OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

(COPY)

WESTERN UNION TELEGRAM

Form 1206

Receiver's No.
Check
Time Filed

NEWCOMB CARLTON, PRESIDENT GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

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

GSA605 73 COLLECT NL

1922 SEP 26 PM 8 41

REDDING CALIF 26

ED FLETCHER CO

SAN DIEGO CALIF

JONES AGREED ON TWO HUNDRED FIVE ACRES AND IF NOT ALREADY INFORMED BY OUR ENGINEERS WILL ACCEPT SETTLEMENT ON THAT BASIS JONES STIPULATION PAYMENT, TEN THOUSAND SATISFACTORY IF GO IN THE DISTRICT PROVIDING WHEN TEN THOUSAND PAYMENT MADE I GET RELEASED FROM MORTGAGE AT LEAST TWENTY ACRES LAND AS PER CONTRACT ADDRESS FURTHER NOTICE BY WIRE CASSELL VIA REDDING CARE F G BAUM WIRE RESULT BURNHAMS MAN HAVE TO WAIT MY RETURN

ED FLETCHER

1 TENDER AND DEMAND.
2 -----

3 To G. H. JONES:

4 On August 2, 1922, I paid you the sum of Two Hundred
5 Dollars (\$200.00) option money pursuant to terms of a writing
6 which was then and there signed and delivered to me, reading as
7 follows:

8 " Aug. 2nd, 1922.
9 Ed Fletcher

Del Mar.

10 Received from Ed Fletcher \$200.00 option money to be
11 applied on purchase price of my ranch in case the option
12 is exercised otherwise to be considered liquidated
13 damages. The ranch consists of approximately 220 acres
14 less 15 acres more or less (boundries to be mutually
15 agreed on) and located along the East line of the
16 South West Quarter of the South West Quarter of Sec. 35
17 T 13 - S R 4 W also excepting a parcel of land approx
18 80 x 135 feet on which present barn is located also
19 privilege of removal of building. The purchase price
20 to be \$200.00 per acre the title to be brought down to
21 date showing clear of encumbrances except Swagne oil
22 lease and excepting taxes due this fall one half of which
23 each to pay one half also subject to R R and State High-
24 way Rights of way also electric power lines but Fletcher
25 will not have to pay 200.00 an acre for Rights of way-
26 also any other rights of way not heretofore mentioned.
27 When the certificates are brought down to date you are
28 to pay \$1800.00 additional option money and within 60
29 days from date you are to pay \$8000 more making \$10,000
30 in all at which time a contract of sale is to be made or
31 dead and mortgage balance of payments as follows:
32 \$10,000 Nov. 1st, 1923, \$10,000 Nov. 1st, 1924, and the
33 balance Nov. 1st, 1925 with 6% payable semi-annually
from Oct. 1st, 1922, also a release clause releasing 10
acres or more at any time by paying \$300.00 per acre.
All payments to be deducted from the final payment and
all deferred payments can be paid at any time thereby
stopping interest. The legal description of the land
is approximately as follows and located in San Diego Co
Cal. the SW $\frac{1}{2}$ of SW $\frac{1}{2}$ of Sec. 35, also lot 4, section 34
T 13 S R 4 W, also lot 1, Sec 3, T 14 S R 4 W., and
the NW $\frac{1}{2}$ of Sec. 2, T 14 S R 4 W, except 4 $\frac{1}{2}$ acres deeded
to Lucy Estes.
Time is of the essence of this option otherwise null
and void.

G. H. Jones

34 Thereafter on August 16, 1922, pursuant to the terms of
35 the said Agreement, you delivered to me Certificates of Title of
36 the Southern Title Guaranty Company, numbered 48,577 and 48,578,
37 and I paid you the Eighteen Hundred Dollars (\$1800.00) additional
38

1 option money in the said Agreement of August 2nd mentioned, and
2 you signed and delivered to me by writing in words and figures
3 as follows:

4 "San Diego, California,
5 August 16, 1922

6 Mr. Ed Fletcher,
7 San Diego, Calif.

8 My dear Mr. Fletcher:

9 I acknowledge receipt of \$1800.00
10 as per option of August 2, 1922, which I gave you
11 covering the purchase of my property between Del Mar
12 and Cardiff.

13 I am delivering for your safe keeping certificate
14 No. 48577, also certificate No. 48578, which you are
15 to deliver to me on demand.

16 It is understood that when the next payment is
17 made, the property is to be deeded to a trust company
18 and I will be satisfied with a release clause of one
19 acre tracts on the payment of \$500 each for any acre
20 tracts west of the state highway, and \$400 for any
21 acre tracts lying east of the highway.

22 Yours truly,

23 G. H. Jones "

24 YOU ARE HEREBY NOTIFIED that I have elected to, and do
25 hereby exercise my option to purchase your said ranch upon the
26 terms and conditions agreed to by you as aforesaid, and, pursuant
27 to the terms of your said Agreement, I hereby tender you the sum
28 of Eight Thousand Dollars (\$8,000.00) in lawful money of the United
29 States in part payment therefor, and offer to pay you the said sum
30 upon your execution and delivery of the necessary documents to
31 carry into effect the agreements by you to be kept and performed,
32 as aforesaid in the event that I should elect to purchase the said
33 ranch, and I hereby offer to, and stand ready to at any time,
execute any and all documents, or do any and all things on my
part necessary or convenient in order to conclude the said trans-
action, according to the terms agreed upon as aforesaid.

The bearer of this document and of the said Eight Thou-

1 and Dollars (\$8,000.00) is Milton S. Jackson who is my agent for
2 the purpose of making this Tender and Demand.

3 Dated September _____, 1922.

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TENDER AND DEMAND.

To G. H. JONES.

Dated September , 1922.

Ant Upon
At any time after the payment of said amount of Ten Thousand Dollars (\$10,000.00) due on or before November 1, 1923, you are authorized to deed to Mr. Fletcher or his assigns, tracts of not less than one (1) acre upon the payment to you of Five Hundred Dollars (\$500.00) per acre for any tract west of the State Highway so released, or Four Hundred Dollars (\$400.00) per acre for any tracts east of the State Highway so released. Any sums so collected shall be treated as payments upon the final installment of principal falling due thereafter under the provisions of this trust.

These instructions are to be approved and concurred in by Mr. Fletcher, and in the event that he shall not approve same, and pay the said amount of Eight Thousand Dollars (\$8,000.00) within four days, you will return to me these instructions and all papers in connection herewith.

Very truly yours,
(Signed) George H. Jones

The foregoing instructions are approved and concurred in this _____ day of October, 1922.

*The undersigned Southern Title Guaranty Company
here accepts the conveyance in the foregoing
instructions referred to and upon the trusts
and conditions therein stated.
O. L. O.*

San Diego, California,
October 3, 1922.

Mr. Ed. Fletcher,
920 Eighth Street,
San Diego, California.

Dear Sir:

I have today deposited with the Southern Title Guaranty Company my deed to them conveying my property in Sections 13 S., Range 4 W., and 14 S., Range 4 W., in accordance with our previous agreement and pursuant to your demand dated September 22, 1922.

Enclosed herewith you will find copy of the instructions given the Title Company as to the conditions upon which they are to hold this property in trust. You will note that these instructions require your acceptance of, and concurrence in, them, together with the payment of the \$ 8,000.00 mentioned in your tender and demands, before the end of this week.

Yours very truly,

George H. Jones

Not used

1 Dollars (\$8,000.00) which I tendered San Diego, California,
2 letter to this gentleman on October 5, 1922.
3 ment, which among other things required by his
4 Mr. G. H. Jones:
5 you herewith Subsequent to my tender to you of Eight Thousand Dollars
6 (\$8,000.00) on September 22, 1922, and my service upon you of my
7 written demand for your execution and delivery of the necessary
8 documents to carry into effect your agreement for the sale to me
9 of your ranch of approximately Two Hundred and Five (205) acres
10 located along the East line of the Southwest Quarter (SW $\frac{1}{4}$) of the
11 Southwest Quarter (SW $\frac{1}{4}$) of Section 35, T. 13 S., R. 4 W., in the
12 County of San Diego, your attorneys, Messrs. Haines and Haines,
13 and yourself, went to the office of my attorney, Mr. Charles C.
14 Crouch, and during my absence from the City to discuss the matter.
15 My attorney informs me that numerous details arose which could
16 not be worked out during my absence and that an agreement was
17 made between him and Judge Haines that the entire matter should
18 be held in statu quo until my return to the City a few days later.

19 Notwithstanding this agreement entered into by your
20 representatives, it appears that late in the evening of the 3rd
21 instant, you served upon my Sister a copy of a communication
22 which you that day addressed to the Southern Title & Guaranty
23 Company with which there was handed them a deed in trust of the
24 ranch containing numerous covenants and conditions which had
25 never been agreed to by me and coupled therewith was the notice
26 that I must agree to your instructions and pay them Eight Thou-
27 sand Dollars (\$8,000.00) within four (4) days from its date or
28 all papers were to be returned by them to you.

29 I stand ready to perform every obligation required of
30 me in order to carry out the agreement which I have made with
31 you for the purchase of this ranch, and I have today deposited
32 with the Southern Title & Guaranty Company the Eight Thousand
33

1 Dollars (\$8,000.00) which I tendered you, accompanied with a
2 letter to them outlining the terms and conditions of our agree-
3 ment, which money you can get at any time by delivering to them
4 a deed with instructions conformable to our contract. I hand
5 you herewith a copy of my letter to the title company. If I am
6 in error in any respect regarding what you are required to do,
7 I will be glad to correct my instructions accordingly if you
8 will point out to me wherein I am wrong. This will be notice
9 to you however that unless you execute and deliver the necessary
10 documents to carry into effect your agreement regarding the sale
11 of your ranch to me within four (4) days from this date, I will
12 withdraw my Eight Thousand Dollars (\$8,000.00) from the title
13 company and bring an action against you to protect my legal
14 rights.

15 Very truly yours,
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550:4

COMMUNICATION.

To: G. H. JONES.

From: ED FLETCHER.

Dated October 5, 1922.

Ed Fletcher Papers

1870-1955

MSS.81

Box: 14 Folder: 6

General Correspondence - Jones, George H.



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