Don's

June 3, 1922

Mr. G. M. Simpson, c/o Simpson Realty Co., 130 W. Center St., Anaheim, Calif.

My dear Mr. Simpson:

Enclosed find agreement which has Mr. Dailey's approval, and I have tried to cover every point that will protect you as well as ourselves. If this is agreeable, kindly mail to me with your signature and a check for \$2.000, which I will hold until such time as the offer is accepted.

I am sure we are going to do considerable business together, and to our mutual benefit.

I must have this proposition signed up and here on Tuesday afternoon's mail, as I meet the Santa Fe officials at 8 o'clock Wednesday morning at Del Mar for a final conference before they go East. I will be out of town in the mountains all day Tuesday, and you cannot reach me by phone until between six and seven o'clock Tuesday night if you should want me for anything before my final conference with the Santa Fe officials. You can, however, get me Monday afternoon by phone at San Diego - Main 167.

Yours sime erely,

CLASS OF SERVICE DESIRED

Telegram

Day Letter

Night Message*

Night Letter

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

WESTERN UNION TELEGRAM

Receiver's No.

Check

Time Filed

NEWCOMB CARLION, PRESIDENT

GEORGE W. E. ATKINS, FIRST VICE-PRESIDE

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

San Diego, Calif. June 6, 1922

Mr. G. M. Simpson c/o Simpson Realty Co., Anaheim, Calif.

Please wire me if you have signed and sent option as I meet Santa Fe officials tomorrow morning

ED FIETCHER

Chg Fletcher Co.

200 miles

EF: KIM

920 Eighth Street, San Diego, Calif.

My dear Mr. Fletcher:

purchase of the bottom lands of the Santa Fe ranch, so-called, located in San Diego County, California, approximately 4 miles up the San Dieguito valley from the town of Del Mar, approximately 700 or 800 acres adjoining the San Dieguito River, the price to be \$125.00 an acre.

same is herewith enclosed; 000.00 more whenever this offer is accepted, said \$5,000 to be applied on the purchase price, and the balance of the twenty-five percent of the total purchase price being paid whenever you can furnish a certificate of title from the Southern Title Guaranty Company showing the property is free and clear of encumbrance, excepting existing highways if any, and excepting the right to build a dam at Lake Hodges, and the right to perpetually collect, impound and divert any and all waters that may originate east of that point. The balance of seventy-five percent of the total purchase price to be paid an five yearly installments, with option to pay on or before, with interest on all deferred payments at six percent.

when at least forty percent (40%) of the total purchase price is paid, we are to receive a deed at our option and execute a mortgage for the balance of the deferred payments.

This sessons crops now growing

-2- pe but for Residence from det of Junches

It is understood that after the deal is consummated, a reasonable release clause will be agreed upon protecting the interests of your company, and yet allowing us to sell 5 and 10 acre tracts, if desired.

It is understood that the property included in the purchase will be the Santa Fe Company's present pumping plant and distribution line; also any improvements now on the property being sold.

It is understood that your company will reserve the present pumping plant of the South Coast Land Company, with a stipulation that you reserve the right to pump perpetually 250 inches of water from the bottom land which you do not sell to us, but, it is agreed that the boundaries of the proposed tract we are buying is identified by the attached map o. k.'d by all of us.

immediately, and those two will survey and determine the amount of the bottom lands, for which we are to pay a price of One Hundred and Twenty-five Dollars (\$125.00) an acre, and this survey is to be completed and acreage determined within sixty (60) days from date of acceptance of this proposition. If the engineers cannot agree upon the classification of the land they are to select a third engineer to assist them, and the decision of the majority of the three engineers as to classification shall be final and accepted by all parties in interest.

this proposition is accepted by your company, in writing, within thirty (30) days from date, then we are to be returned our money.

otherwise to be considered liquidated damages if we fail to purchase the property as aforesaid.

Yours very truly,

Mr. G. M. Simpson, Simpson Realty Company, Anaheim, California.

My dear Mr. Simpson:

I am in receipt of a copy of your letter to Mr. Hodges under date of the 22d. Am glad to know that prospects are good for closing this deal. It would certainly embarrass me very much with the Chicago office if you backed out.

If absolutely necessary, I may be able to arrange it for you to pay only one-eighth down and one-eighth each year until paid, with 6% interest, instead of 25% down.

Yours very truly,

A Made La 110.2

July 26 1922 525-10

Mr. G. M. Simpson, Pres. Bae-Mar Land Company, Anaheim, California.

Dear Sir:

I am obliged for yours of the 22nd July.

Of course I should be glad to have this matter settled as soon as possible, particularly as there are matters coming up all the time requiring decision and which are somewhat dependent on whether or not the sale to you is made. For example - the Electric Company has made a survey for a power line and has tentatively located it on the berm of your proposed drainage canal. I am not sure this would be satisfactory to you and if we are to subdivide these bottom lands am inclined to think I would prefer another location - in any wvent I think we should work together on this proposition.

I would like to know if you have any suggestions as to the verbiage of the agreement as drawn, to the end that we may get it as nearly in shape as may be, in anticipation of the deal going through.

Yours very truly,

States N. E. HOCCES

H-f CC-Ed Fletcher 110/2

July 27, 1922.

Mr. G. M. Simpson, c/o Simpson Realty Company, Anaheim, California.

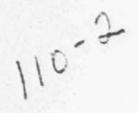
My dear Mr. Simpson:

I heard thru my brother-in-law, Batchelder, that Dailey had made the remark that you were having trouble on account of the restrictions. If this is true what are the restrictions which are making the trouble? I will see if I can get them removed. Will go as far as I can. Something will have to be settled up very soon.

Let me know how so on before your partner will arrive from the East.

with kind regards, I am

Sincerely yours,



SIMPSON REALTY COMPANY

REAL ESTATE, LOANS, INSURANCE

OUR SPECIALTY: ORANGE COUNTY GROVES

130 WEST CENTER STREET

ANAHEIM. CAL. July 28, 1922.

Colonel Ed. Fletcher.

San Diego, Calif.

Dear Ir. Fletcher:

We will be ready to submit two proposition in a few days.

One, a cash proposition; the other about the same as outlined with a few cut outs on reservations.

Say, between us, will \$115. per acre all cash buy the land with all reservations out except the building restrictions.

Sincerely,

G. M. Limberon

August 1 1922

110-8

Mr. G. M. Simpson, c/o Simpson Realty Co., Anaheim, Calif.

My dear Mr. Simpson:

Confirming our telephone conversation, will say I will meet you at the ranch house
of the Bae-Mar Land Company between 7:30 and 8 o'clock
next Friday morning for a conference with you in advance
of any conference with Mr. Hodges and Mr. Keefe,
president of the Santa Fe Land Improvement Company.
Yours sincerely,

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120-17

Mr. G. M. Simpson, Anaheim, Calif.

My dear Mr. Simpson:

I had hoped to see you before this, but this is to confirm our verbal arrangement whereby we will furnish the literature and I will pay you 5% commission on any sales that you make independent of anyone else on the Santa Fe project, after it is subdivided into small tracts. I would like to pay you more commission, but I only get 9% net myself, and I am going more than way with you. This in no way applies to any sales of acreage that we have already sold or are now under negotiations.

Regarding the Jones property on the beach, will say if you will get out all your own literature and make your own sales, the commission on all the property you sell will be 20%, after same is subdivided into small tracts of an acre or less. If you send the customers down to Batchelder, he is to have 10% and you the other 10%.

I think this confirms our verbal agreement, and I hope later on that the time will come when you will see your way clear to move down here, as I will have many other tracts of land to sell, and believe we can pull it off to our mutual benefit.

Will you kindly confirm the above, as our understanding, and oblige,

Yours very truly,

EF:AH

September 12, 1922.

120-17 Ar

Mr. G. M. Simpson, Anaheim, Calif.

My door Simpson:

Inclosed find photo which Mr. White sent for you, showing our proposed subdivision before anything was done. It brings to mind a very pleasant day, and is sent with Mr. White's regards.

Yours very truly,

EF:AH

October 18, 1922

Mr. G. M. Simpson, Anaheim, Calif.

Friend Simpson:

Was sorry not to meet you at the Jones tract last Saturday, but simply had to be in town at six o'c ock and waited for you until 10 minutes of five. Mr. Batchelder telephoned me that he showed you the general plans.

I will have in your hands prints of the subdivision, size of lots within the next three or four days. I will send you duplicate of each and would suggest that you return to me one map with your idea of prices, in a general way, marked in lead pencil.

way put over a selling campaign before making any publicity and get rid of as many lots as possible in 30 days and get some houses promised. My idea would be to cut the price in two, or at least one-third where a house is built immediately, and the plans approved by our architect. I don't care how cheap the house is, but I want it attractive and built in restrictions not less than \$1,000 - no board and batten houses for me. What do you think of it?

Batchelder has worked up the Standard Oil Company so I think they will put in a warehouse there, and I have offered a lot to the telephone company and believe they will accept it and build a house for a central station there for Encinitas, Cardiff, Santa Fe Ranch and Del Mar. We will immediately build a road cleatochru to the Santa Fe ranch, the direct road over the hills to the coast.

I have a good friend in San Diego who is considering a half interest in the Jones tract with mc. I have made no promise to anybody. If you decide to buy and I have not sold, I will make you a proposition of \$1500 down \$3500 in 60 days and \$5000 every six month thereafter on the basis of \$200 an acre as the purchase price, proporty to be deeded to a trust company and each one of us to get 20% commission on the lots that we sell. E. C. Batchelder to be the local agent and 10% commission on what lots he sells or customers that we sent to him.

We will have to put in pipe lines for water but

October 21, 1922

File 100-2

Mr. G. M. Simpson, Anaheim, Calif.

My dear Mr. Simpson:

I know the Hazard-Gould people pretty well and wish you would let me know what is in dispute between the Bae-Mar and Hazard Gould. Dailey promised me a dollar a ton commission on the sale of the hay to the Pioneer Truck Company, and I sold to the Pioneer Truck Company 200 or more tons of Bae-Mar Company hay instead of selling my own from the Santa Fe, and then had to sell my own later on for less money. I don't suppose you know anything about it, and as long as your board of directors did not authorize Dailey to spend over \$100 at a time. I am hanging out on the end of a limb. Ha,ha! Ha, ha!

Yours simerely,

this money will come back to us, for the district will buy the cipe lines from us and pay us in bonds our costs and the lands will have to go into the district in order to get water.

Think this over and I will think it over and perhaps we can get together on a joint ownership of the property if you care to. If a certain piece of money comes in this week that I am expecting, I have no particular desire to sell, for I know it is a good proposition.

Yours sincerely,

EF:KLM

Dictated Oct. 16th

SIMPSON REALTY MANY 130 West Center St., Anaheim, Cal. Oct. 23, 1922.

Colonel Ed Fletcher, San Diego, Calif.

My dear Colonel:

It is a pretty long story to endeavor to tell by correspondence as to the differences between Hazard Gould and ourselves. There are two sides to it, and we try to see their side as well as our own.

Briefly, Dailey bought anything and everything that their salesmen suggested to him regardless of whether it was needed or . not. Everything from an acetylene welding outfit up to a 12 inch pump, many of which supplies are absolutely valueless to us. For instance, he bought a 60 h. p. motor and pump that we had, and probably will not have a particle use for. It is our fault for having been connected with such a "nut", but on the other hand the Hazard Gould people at no time communicated with any one of us, and we did not see any one of their bills other than the one for \$5.01 for June, which was paid. The others Dailey kept hidden from us at the ranch. They sold him some \$4500 worth of stuff without getting in touch with an officer of the Company to find what his authority was. As a matter of fact, and record on our minute book, he was limited to \$100 purchases, and no greater amount was to be bought without the o. k. of this office. We thought we had the "lid" on but we didn't know him then.

as they can in taking back what cannot be used, less their com mission on it, if necessary and freight, and give us some time to get straightened around. We paid them \$2000 on account by giving this credit on hay they had bought. By the time they get their 250 tons of hay and make an adjustment, if possible, on some of the equipment, there will not be much of a balance left due them, if any.

We tried to get Mr. Gould to meet us and talk it over, but he insisted that nothing would answer but \$2535. in cash on the 10th of this month which, under the conditions, we did not care to pay at once, and prefer to stand suit if necessary.

We had intended buying all the supplies possible in San Diego, but Mr. Could was, in our opinion, so absolutely unreasonable in the matter, that we have since bought \$1200 to \$1500 worth of stuff in Santa Ana and Los Angeles, but this is not what we wish to do for San Diego merchants will probably want some of the stuff we raise, and we in turn would prefer to deal down there, but Mr. Gould talked as though we were in the same class with Friend Dailey, and we are a long way from that.

With regrad to the promise made you by Dailey, we will try and square that in some way with you so that you are not the loser, for we appreciate what you have done for us, and the longer you deal

November 3, 1922

File 110- 2

Mr. G. M. Simpson, Anaheim, California.

Friend Simpson:

I had a talk with Gould, of Hazard-Gould Co. He is a Rotarian and a friend of mine of many years.

His attitude is that in good faith he sold this material to the Bae-Mar Land Company, that he is entitled to the money, has never been paid a cent, and has gone beyond his contract when he has credited your account with all the hay, whereas the contract only called for \$600 a month. Since that time they have taken more hay which they are willing to credit.

There is no question in my mind, but what in a week or ten days at the latest they will file suit in Anaheim against you for the rest of that money. It means litigation, and it is unfortunate.

My understanding is that you have a lot of merchandise that you would like to see returned and credited. "Fools enter where angels fear to tread", and on my oen initive I am asking you to please send me by return mail a list of the material you would like to return, and what credit you insist upon. There should certainly be some reasonable discount for material that is now secondhand, however, if you will send me a list of your material that you want to return and the prices at which you want it credited, I will take the matter up with Gould and see what I can do for you, making no charge for my services in trying to compromise this matter, simply to help two friends from getting into endless litigation. But, if you expect any compromise at all, something will have to be done immediately.

With kind personal regards, I am Sime erely yours,

with Randall and I the more I think you will find that we always meet our friends a little more than half way.

The Dailey escrow will be closed up this week, as we had a wire that the money is on the way from the East, so you will get the amount you have in there at that time. We only hope he turns the 980 is the worst luck we wish him.

The map has not yet arrived but will probably be here this afternoon on your subdivision.

I will see you next Saturday or Sunday and take up the matter of the pipe.

With kindest personal regards, I am

Sincerely,

G. M. SIMPSON

Original to Mr. Gould.

A.

Contract of the second of the

SIMPSON REALTY COMPANY

130 West Center St.

Nov. 6th 1922. Anaheim, Cal.

Col. Ed Fletcher

San Diego, California.

Friend Tletcher:- I was down at the ranch yesterday and Saturday was in hopes I would see you.

In regard to the Hazzard Gould contraversy, would say that I very much appreciate your good offices in the matter as there is certainly no occasion for a law suit.

The facts of the matter are these.

First Daily sold to the Hazard Gould people Two Hundred and Fifty tons of hay at \$14.00 per ton on ground, which would come to \$3500. to be paid for at 600. per month. We received a bill from the Co. for something like 4500. that Daily had been holding from us. I immediately went to San Diego to see the Company, Mr. Gould happened to be away from home, so I took the matter up with Mr. Hazzard. Mr. Hazzard said that the Pioneer Truck Co. was a seperate concern. But that he would give me a check for the amount due on hay at that time, which was \$2000. and I had him pay it to the Hazard Could Co. on Acct. They have since gotten all the hay and when settled for would leave a very small balance, if we keep all the stuff ordered by Daily. I immediately fired Daily, and made him take about 800. worth of this stuff that was absolutely worthless to us. At this time all we are asking of the Gould people is to take

SIMPSON REALTY COMPANY

REAL ESTATE, LOANS, INSURANCE

OUR SPECIALTY: ORANGE COUNTY GROVES

130 WEST CENTER STREET

ANAHEIM, CAL. NOV. 21, 1922.

Colonel Rd. Fletcher, Ban Diego, Balil.

My dear Colonel:

With regard to are builty, we have been endeavoring to forget him as rapidly as possible and trying to undo some of his many mistakes. To try and tell the whole story of his incomnetency would require a book, but we thought it just as well to "let sleeping dogs lie".

In regard to the 980 acres and the hill land, there is absolutely no question in our minds but that the contract purported to have been signed by Dr. Beo. H. Jackson, and the checks amounting to 17.500. also supposed to have been signed by him, were all fictitious. As a matter of fact, we registered a letter enclosing the contract to Dr. Jackson, and he stated that "He knew nothing of this contract nor of ir. Dailey, neither did he care to", and had his signature witnessed so there would be no question about it. We are satisfied Dailey made the trip to San Francisco, fell down on any deal and had this contract made up, also the checks drawn by himself, with the sole purpose in view of getting the option on the 980 away from us. He thought he would turn it for \$50. to \$75. an acre above the purchase price and have it all himself.

He also told us for several months that you were his cousin, and that he was named after you, and through you could

et anything within reason in Jan Diego.

Also that you and he sold the 980 acres in May this year; to be exact May 5th, and made \$25,000. on the deal, showing us a passbook on the Bank of La Losa with a credit entered as of that date of \$12,500., and repeated told me and sandall that we could use any part of that we wanted at any time.

He also told us of Dr. Jackson sitting out on the porch at the ranch house at Del Mar and visiting with him until late in the evening. We know now that Dr. Jackson has never at any

time been at the ranch.

One of the best ones was a detailed description of a luncheon at the Athelatic club los Angeles with Hagin, Joralumon, Dr. Jackson and Mr. Hodges present. At this luncheon Dr. Jackson told Mr. Hodges that he would personally guarantee the first payment on the upper lands, and lir. Hodges told Dr. Jackson as long as he guaranteed it. that was satisfactory to him. We all now know that no such luncheon was ever held, nor was either Hagin or Joralmon ever at any time at the Club with Dailey.

In brief, we haven't found yet where Dailey ever told us the truth in regard to anything excepting the soil on the ranches. We can look back and truthfully say that with this one exception, we cannot recall even a minor thing that he told

the truth about.

a Pump and fixtures that we are billed with, which would not amount to more than Five hundred Dollars.

We would be willing to take something that we could use in place.

Mr. Gould got very hostile over the phone. I am sure had I seen Mr.

Gould in person, we could easily have adjusted our differences.

At this time there would be so little difference between us if we had to have a law suit that it would be ridiculous were it brought into court, and any fair minded business men would get together and settle. From a business standpoint I think the Hazzard fould Co. would be short sighted in a business way to incur the ill will of the Bae-Mar Land Co. as their business will amount to many dollars in course of time. Again thanking you for your kindness in the matter. I remain

Very respt. Yours

G. M. SIMPSON

SIMPSON REALTY COMPANY

REAL ESTATE, LOANS, INSURANCE

OUR SPECIALTY: ORANGE COUNTY GROVES

130 WEST CENTER STREET

ANAHEIM, CAL.

We repeatedly tell him that no purchases greater than 100. were to be usde without being first approved by this office. Then we let him go, we found 1556. worth of fertilizer that had been hauled up the week before, with the bill kept down there. A 60 h. p. motor and 12" pump or lered and on the ground before even the wells were drilled. I contract signed with the power Company guaranteeing the use of . 1200. worth of power a year, another one of 10.00 a month for the house for electric lights and an electric range he was going to get to cook on for the men. Inother motor and pump 15. h. p. bought and ut the station. This we did not know until two weeks after he was away. \$4500. worth of bills with Hazard Bould every one of which was kept carefully consealed at the ranch. In acetylene torch cutting outfit for the ranch, for which we wouldn't have use once in five year. In short, Dailey would buy absolutely anything that a salesman tried to sell him, and had no more conception of the value of a Gollar than a five year old child.

dare say how much he spent on the pipes, etc. for the seed bed, and didn't have his land in shape for celery within several weeks of when he should, so this seed bed stock was a total loss. He planted peas nearly a foot deep, and they were beginning to peep through the ground about the time they should have been ready for harvest. He have had to plow up everything he put in except the eight acres of corn, and we got the large sum of 199.75 off of that. Dailey said it would pay 300. an acre.

any harm for he will hang himself with a little more time as no man can act as you know and we know he has and gey by with it. He may for a short time, but he will eventually pay for it all. He believed in Dailey as a farmer at first, gave him a good position, a fine home, and he had a substantial interest in the ranch, all of which if he had been competent and square would have been the means of making him independent and, outside of our financial loss with him, we were disappointed for his own sake. Without any exception, however, he is one of the most dangerous men to ben connected with I ever knew-throughly unreliable, almost unable to tell the truth, no idea of the value of money and absolutely incompetent as a farmer.

I have no doubt but that he is trying to injure your good self and us as much as possible, but my personal opinion is that the less a stench is stirred, the less it smells particularly when dealing with such a rescal as he undoubtedly is.

I will be at the ranch again next laturday and lunday, and would like to see you for a time. To have had seven or eight people down on the big ranch and two or three on the townsite.

Tincerely, 494 thinkson

Ed Fletcher Papers

1870-1955

MSS.81

Box: 25 Folder: 18

General Correspondence - Simpson, G.M.



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