

From the Papers of Ed Fletcher, the following papers have been removed to the alphabetized correspondence files:

"FROM THE FILE OF TIMM, L. J."

SOUTHERN TITLE AND TRUST CO.:

from Fletcher, (2 letters) May 23, 1929, June 6, 1929

CRANE, A. T. to Fletcher, May 24, 1929

SEARS, ED A. to Fletcher, (4 letters) June 5, 1929,

June 24, 1929, September 18, 1929, October 12, 1929

Fletcher to Sears, (2 letters) June 22, 1929,

September 20, 1929

STEINER, FRED A. from Fletcher, October 12, 1929

STICKNEY AND STICKNEY, attention LINDLEY, C. R., December 3, 1929

February 21st,
1929

Mr. L. J. Timm,
Julian,
California.

Dear Mr. Timm:

Messrs. Marston and Gilmore have expressed the desire to join in with their lands and put in a paved road to Pine Hills, also Mr. Sutherland.

Mr. Rex Detrick has, in a general way, approved this plan, the details to be worked out to our mutual satisfaction.

It would probably have to be a twenty year bond issue and should take in quite a range of territory that would be benefitted. They have recently asked me to take up this matter and get your opinion in relation to it. Also the matter is being taken up with the Supervisors by Messrs. Gilmore and Marston.

I have been so busy with other things I have not given it much attention but I am willing to turn in with the rest in any type of paving whatever you all desire. Mr. Detrick has suggested that I write you and get an expression from you in this matter. I don't care what act it is under. Mr. Detrick is opposed to the Mattoon Act.

I would be pleased to hear from you in regards to this.

The road could not be paved under any circumstances and be completed before next fall even if we start in now.

An early reply would be appreciated.

Yours truly,

EF:AK

May Second,
1 9 2 9

Mr. L. J. Timm,
Julian,
Calif.

Dear Mr. Timm:

Upon checking up the records at the court house I find that you have deeded out of Lot 6, 3.6 acres to Mrs. Ella N. Blank.

There are only 40 acres in Lot 6 according to the government records so there are only 36.4 acres left in Lot 6.

My agreement calls for deeding you 40 acres on your south line. The government records show that there are 42.25 acres in the quarter section on which the school house is located.

I am sending up Mr. Bird, our engineer, in a few days who will make the survey.

It is my understanding that I am deeding you 42.25 acres and you are deeding me 42.25 acres, or approximately that.

Will you please assist Mr. Bird in establishing corners and making the survey.

As soon as it is completed we will send up a plat for your approval showing each piece that is being exchanged to the other.

This confirms our agreement whereby I will furnish the wire and posts and you will put in the fence from the Julian-San Diego road to your southwest corner of Lot 6.

Mr. Bird is planning to be up there about Tuesday morning or next week.

Yours truly,

EF:AK

Julien May 28. 1929

Mr Fletcher

Dear Sir.

I can get the fence
post from Mr Grand for 25¢
a piece, but this dont include
the hauling wick is 5¢ a post
extra making it 30¢ in all
if this is satisfactory please let
me know and I go ahead
with the fence

Yours truly

L. C. C. C.

May Twenty-third,
1 9 2 9

Mr. L. J. Timms,
Julian,
Calif.

Dear Mr. Timms:

I find that Mrs. Maffie Grand, Secretary of the Julian School District lives in Julian and she can give you full particulars as to when the bids will be opened.

Under the law, if you are present when the bids are open you have the legal right to bid at least 5% more than the highest bidder and it is the duty of the trustees to sell to the highest bidder and you can continue bidding up as high as you want, 5% at a time, in competition with any one else.

My suggestion is that you put in a nominal bid of \$100, \$200 or \$400, as the case may be, and be present when the bids are open and run the bid up as far as you think you want to go and the property is worth to you.

With kind personal regards,

Sincerely yours,

EF:AK

May twenty-third,
1 9 2 9

Mr. L. J. Timms,
Julian,
Calif.

Dear Mr. Timms:

I acknowledge receipt of \$35 being half of the engineering and this is in full of account for all engineering.

Yours very truly,

EF:AK

May 25rd, 1929.

Mr. L. J. Timms
Julian, California.

Dear Mr. Timms:

This is your authority to buy the necessary posts from Mr. Grand at 25¢ a piece to build our west and southwest lines from the paved highway to the south west corner of the property that I have bought from you.

Let me know how much wire you need and I will send it up also. The understanding being that I will furnish the material and you build the fence line within four months from date.

Yours very truly,

EF:GMP

Put in escrow with the title company, give them the legal description of the Timms 40 and my 40 and have them start a search on it.

Prepare deeds, making duplicates, and I will send a copy of my deed up for you to check over.

"joint tenants"

\$2000.00

76271

DIRECTORS
W. O. K...
J. C. H...
OFFICERS
Col. E. B...
Richard J. V...
J. C. H...
OFFICE OF THE...
RECORDS & DEEDS

Re: Timm property

They brought suit to clear the title against Bush and declared him dead when he was not dead. He was in the penitentiary for life, civilly dead but not physically and they cannot pass on the decree.

Since then he has died and his estate was started to be probated in 1928

We suggest that Timms bring suit and file a complaint and serve the administrator of this estate. They will have to have an attorney, and the cost of the entire proceeding will probably be \$100 to \$125.00.

Suggest they bring their attorney with them when they go to the Title Company.

Advice given by Mr. Sears.

June 27, 1929.

Mr. Louis J. Timm,
Julian, California.

My dear Mr. Timm:

Following is message that I got from Mr. Sears
of the Southern Title & Trust Company:

"That when suit was brought to clear the title against
Javan Jackson Bush it was declared that he was dead,
while the facts were that he was in the penitentiary
for life, and while civilly dead was not physically
and they cannot pass on the decree.

"Since then he has died and his estate was started to
be probated in 1928.

" We find it necessary for Mr. Timm to bring quiet title
suit and suggest that he file a complaint and serve the
administrator of this estate. He will have to have an
attorney, and the cost of the entire proceeding will
probably be \$100 to \$125. Suggest they bring their
attorney with them when they go to the Title Company"

My suggestion is that you write Mr. Sears and ask
him to get an attorney to bring this suit and clear the title.
Mr. Sears is a thorely responsible man, and a friend. Please
let me hear from you by return mail that you will have this
done so as to clear the title.

Yours very truly,

EFLKLM

July 5. 1929.

Mr Fletcher

my
for you
87967-8.

Dear Sir,

Please be so kind
and see to the clearance of
title for me. I presume it
has to be done so if you
see to it, it will help me
so much as I don't understand
stand much about such
cases. I will be in next week
to see you and pay the expenses.

Respectfully

Louis J. Timmer
Timmer must furnish
own lawyer -

September 11, 1929.

Mr. Louis J. Timm,
Julian, California.

My dear Mr. Timm:

When Mrs. Timm was in the other day she stated you used 102 fence posts at 30 cents each, which would be \$30.60. In addition to that you paid \$4.20 haulage on the wire and staples, making a total \$34.80 which we owe you.

She advised that you kept 4 rolls of wire for your own use. The wire cost \$4.47 per roll making a total of \$17.88, plus 1/4th the price of the staples - 67 cents, making a total of \$18.55. She said \$1.75 was about right for the freight on that, which bring the amount you owe us to \$20.30.

Deducting \$20.30 from what we owe you leaves a balance of \$14.50 due you for which we are enclosing check.

Thanking you and trusting this is satisfactory, we are

Yours very truly,

KLM

102 fence posts
30 each
\$30.60 -
4.20 - frt
\$34.80 - Timm paid

wire - 40.22 - 9 roll -
staples - 2.68
\$42.90

Timm owe
4 rolls wire @ 4.47 ea - \$17.88
1/4 staple (268) .67
\$18.55
Frt. on above 1.75
\$20.30

34.80
- 20.30
14.50

4.47
17.88
1/4 2.68
67
14.50

OK
G. J. Timm
34.80
20.30
14.50

102 fence poles
30 cents each
30 x 70
3480

9 rolls wire
1 Key nails.

Timm paid 4.20 frt
(1.75) on wire.

Timm kept 4 rolls
of wire to be deducted
1/4 of nails.
Staples - 2.68
Wire - 40.22

PHONE JULIAN 22 **FREIGHT SHEET** SAN DIEGO PHONE 2222

Consignee L. J. Timm From _____
 Destination _____ Date 6-8
 Shipper Warner

To Warner, Julian and Guyamaca Truck Line, Dr.
 W. W. WOOD AND G. L. RITCHIE, PROPS.

NUMBER OF PACKAGES, ARTICLES AND MARKS	WEIGHT	RATE	FREIGHT	ADVANCES	TOTAL
9 rolls wire	993				
Key nails	47				
	1040	40			420

Received Payment _____ 1929 _____ Total _____

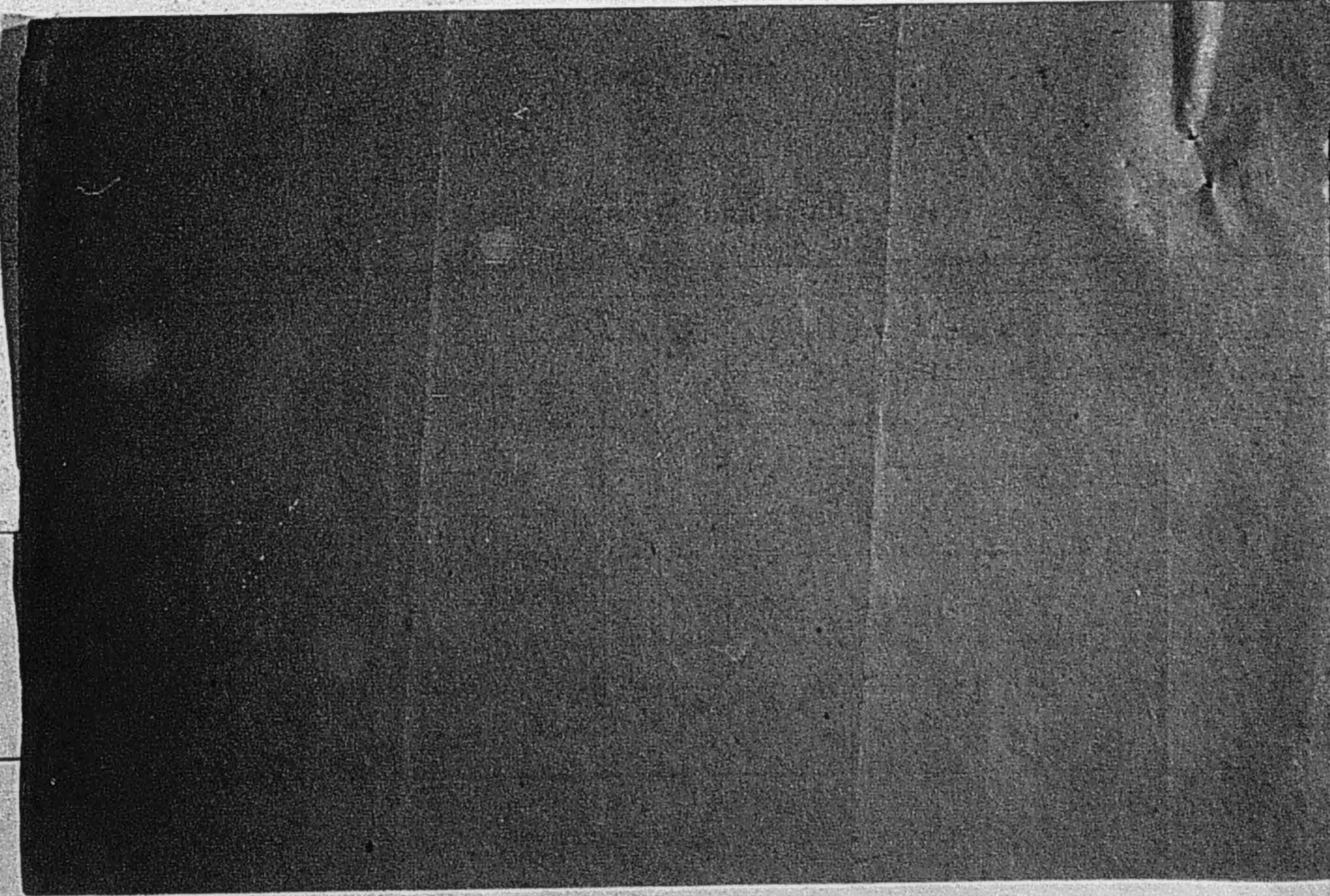
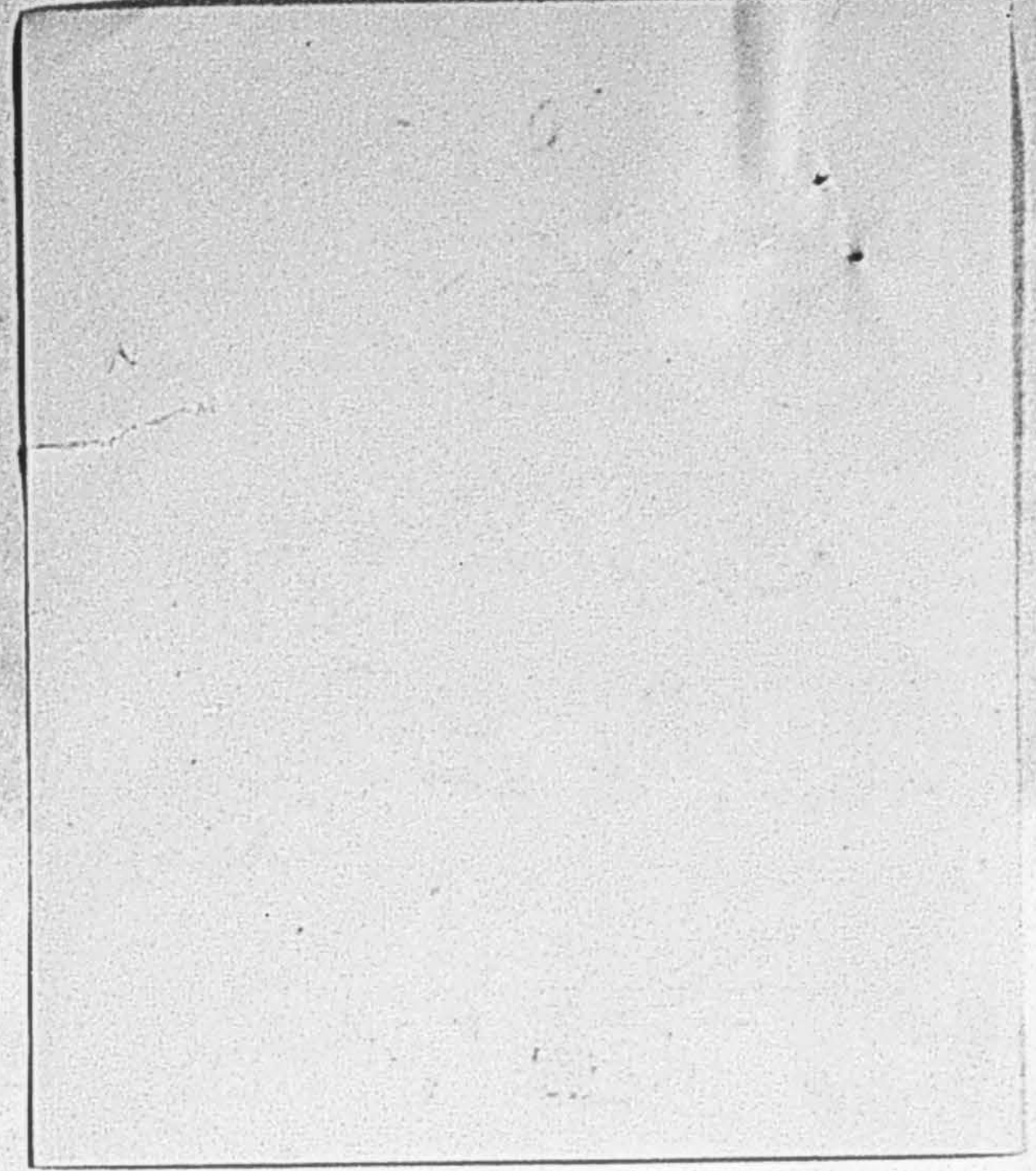
W. W. WOOD AND G. L. RITCHIE, PROPS.

48.90
34.80

2480
42.90
22.90
126.00

Handwritten scribbles and numbers

5.25
2.75
1.90
08.78



(For use in connection with Uniform Domestic Straight Bill of Lading adopted by Carrier in Official, Southern and Western Classification territories, March 15, 1922.) (Prescribed by the Interstate Commerce Commission.)

THIS SHIPPING ORDER MUST BE LEGIBLY FILLED IN, IN INK, IN INDELIBLE PENCIL OR IN CARBON, AND RETAINED BY THE AGENT, REEVE, subject to the classifications and tariffs in effect on the date of the issue of this Shipping Order.

At San Diego, Calif., 6/11 1929 From **WESTERN METAL SUPPLY CO.**

Julian Truck COMPANY Agent's No. Shipper's No.

The property described below, in apparent good order, except as noted (contents and condition of packages unknown), marked, counted, and weighed as indicated below, which said property was received by the carrier in accordance with the bill of lading, and is being transported under the contract of carriage to the place of destination, if on its own road or its own water line, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property, that every service to be performed hereunder shall be subject to all the conditions not prohibited by law, whether printed or written, herein contained, including the conditions on back hereof, which are hereby agreed to by the shipper and accepted for himself and his assigns.

Consigned to L. Timm Mail or street address of consignee—For purposes of notification only.

Destination Julian State of Calif County of _____

Route _____

Car Initial _____ Car No. _____ (Delivering Carrier.)

October Second, 1929

Package No.	Qty.	DESCRIPTION OF ARTICLES, SPECIAL MARKS AND EXCEPTIONS	Weight (Sub. to Ctd.)	Class or Rate
	9	coils label wire	993	
	1	Ke 9 nails	57	
2				

Mr. L. J. Timm,
Julian,
Calif.

Dear Mr. Timm:

I am enclosing certificate No. 87967 showing this property in your name. This bill I am paying myself.

I have the certificate of title showing the title to the property you deeded me clear and am enclosing bill for \$40.60 which you will please pay to the Southern Title Company.

I am paying for your certificate on the property I deeded you.

Kindly acknowledge receipt of certificate.

Yours very truly,

EF:AK
Encls. 2

C

SHIPPING ORDER

C

* If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is "carrier's or shipper's weight". NOTE: Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding _____

WESTERN METAL SUPPLY CO., Shippers, Per Webb AGENT MUST DETACH AND RETAIN THIS SHIPPING ORDER AND MUST SIGN THE ORIGINAL BILL OF LADING
Permanent Post-Office Address of Shippers: 245 - 7th St., SAN DIEGO, CALIF. 105279 U.S. BUSINESS SYSTEMS, OAKLAND 02537

THIS SHIPPING ORDER MUST BE LEGIBLY FILLED IN INK IN INDELIBLE INK IN CARBON AND BY THE AGENT

WESTERN METAL SUPPLY CO. CONTRACT TERMS AND CONDITIONS.

Sec. 1. (a) The carrier or party in possession of all or any of the property herein described shall be liable for any loss thereof or damage thereto or delay caused by the act of God, the public enemy, the authority of law, or the act or default of the shipper or owner, or for natural shrinkage. The carrier's liability shall be that of a common carrier, only, for loss, damage, or delay occurring after the date of shipment. The carrier shall not be liable for loss, damage, or delay occurring before the date of shipment, except in case of negligence of the carrier or party in possession of the property in possession. (b) No carrier or party in possession of all or any of the property herein described shall be liable for any loss thereof or damage thereto or delay caused by the act of God, the public enemy, the authority of law, or the act or default of the shipper or owner, or for natural shrinkage. The carrier's liability shall be that of a common carrier, only, for loss, damage, or delay occurring after the date of shipment. The carrier shall not be liable for loss, damage, or delay occurring before the date of shipment, except in case of negligence of the carrier or party in possession of the property in possession. (c) In case of quarantine the property may be discharged at nearest available point in order to avoid quarantine, and the carrier's responsibility shall cease when property is so discharged, or property may be returned by carrier at owner's expense to shipping point, earning freight both ways. Quarantine expenses of whatever nature or kind upon or in respect to property shall be borne by the owners of the property or be a lien thereon. The carrier shall not be liable for loss or damage occasioned by fumigation or disinfection or other acts required or done by quarantine regulations or authorities even though the same may have been done by carrier's officers, agents, or employees, or for detention, loss, or damage of any kind occasioned by quarantine or the enforcement thereof. No carrier shall be liable, except in case of negligence, for any mistake or inaccuracy in any information furnished by the carrier, its agents, or officers, as to quarantine laws or regulations. The shipper shall hold the carrier harmless from any expense they may incur, or damages they may be required to pay, by reason of the introduction of the property covered by this contract into any place against the quarantine laws or regulations in effect at such place. Sec. 2. (a) No carrier is bound to transport said property by any particular train or vessel, or in time for any particular market or otherwise than with reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward said property by any carrier or route between the point of shipment and the point of destination. In all cases not prohibited by law, where a lower value than actual value has been represented in writing by the shipper or has been agreed upon in writing as the reduced value of the property as determined by the classification or tariffs upon which the rate is based, such lower value plus freight charge if paid shall be the maximum amount to be recovered, whether or not such loss or damage occurs from negligence. (b) Claims for loss, damage, or injury to property must be made in writing to the originating or delivering carrier or carriers issuing this bill of lading within six months after delivery of the property, or in case of export traffic, within nine months after delivery at port of export or in case of failure to make delivery, within six months (or nine months in case of export traffic) after a reasonable time for delivery has elapsed; provided that if such loss, damage, or injury was due to delay or damage while being loaded or unloaded, or damaged in transit by carelessness or negligence, then no notice of claim nor filing of claim shall be required as a condition precedent to recovery. Suits for loss, damage, injury, or delay shall be instituted only within two years and one day after delivery of the property, or in case of failure to make delivery, then within two years and one day after a reasonable time for delivery has elapsed. That in case the claimant's suit is based on negligence, suit shall be instituted not later than two years and one day after notice in writing is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts thereof specified in the notice. (c) Any carrier or party liable on account of loss of or damage to any of said property shall have the full benefit of any insurance that may have been effected upon or on account of said property, so far as this shall not avoid the policies or contracts of insurance; provided, that the carrier reimburse the claimant for the premium paid thereon. Sec. 3. Except where such service is required as the result of carrier's negligence, all property shall be subject to necessary coopersage and baling at owner's cost. Each carrier over whose route cotton or cotton linters is to be transported hereunder shall have the privilege, at its own cost and risk, of compressing the same for greater convenience in handling or forwarding, and shall not be held responsible for deviation or unavoidable delays in procuring such compression. Grain in bulk consigned to a point where there is a railroad, public or licensed elevator may (unless otherwise expressly noted herein, and then if it is not promptly unloaded) be there delivered and placed with other grain of the same kind and grade without respect to ownership (and prompt notice thereof shall be given to the consignee), and if so delivered shall be subject to a lien for elevator charges in addition to all other charges hereunder. Sec. 4. (a) Property not removed by the party entitled to receive it within the free time allowed by tariffs, lawfully on file (such free time to be computed as therein provided), after notice of the arrival of the property at destination or at the port of export (if intended for export) has been duly sent or given, and after the placement of the property for delivery at destination has been made, may be kept in vessel, car, depot, warehouse or place of delivery of the carrier, subject to the tariff charge for storage and to carrier's responsibility as warehouseman, only, or at the option of the carrier, may be removed to and stored in a public or licensed warehouse at the place of delivery or other available place, at the cost of the owner, and there held without liability on the part of the carrier, and subject to a lien for all freight and other lawful charges, including a reasonable charge for storage. (b) Where nonperishable property which has been transported to destination hereunder is refused by consignee or the party entitled to receive it, or said consignee or party entitled to receive it fails to receive it within 15 days after notice of arrival shall have been duly sent or given, the carrier may sell the same at public auction to the highest bidder, at such place as may be designated by the carrier. Provided, that the carrier shall have first mailed, sent or given to the consignee notice that the property has been refused or remains unclaimed, as the case may be, and that it will be subject to sale under the terms of the bill of lading if disposition be not arranged for, and shall have published notice containing a description of the property, the name of the party to whom consigned, or, if shipped order bill, the name of the party to be notified, and the time and place of sale, once a week for two successive weeks, in a newspaper of general circulation at the place of sale or nearest place where such newspaper is published. Provided, that 30 days shall have elapsed before publication of notice of sale after said notice that the property was refused or remains unclaimed was mailed, sent, or given. (c) Where perishable property which has been transported hereunder to destination is refused by consignee or party entitled to receive it, or said consignee or party entitled to receive it shall fail to receive it promptly, the carrier may, in its discretion, to prevent deterioration or further deterioration, sell the same to the best advantage, at private or public sale. Provided, that if time serves for notification to the consignee or owner of the refusal of the property or the failure to receive it and request for disposition of the property, such notification shall be given in such manner as the exercise of due diligence requires, before the property is sold. (d) Where the procedure provided for in the two paragraphs last preceding is not possible, it is agreed that nothing contained in said paragraphs shall be construed to abridge the right of the carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law. (e) The proceeds of any sale made under this section shall be applied by the carrier to the payment of freight, demurrage, storage, and any other lawful charges and the expense of notice, advertisement, sale, and other necessary expense and of caring for and maintaining the property, if proper care of the same requires special expense, and should there be a balance it shall be paid to the owner of the property sold hereunder. (f) Property destined to or taken from a station, wharf, or landing at which there is no regularly appointed freight agent shall be entirely at risk of owner after unloaded from cars or vessels or until loaded into cars or vessels, and, except in case of carrier's negligence, when received from or delivered to such stations, wharves, or landings shall be at owner's risk until the cars are attached to and all other papers detached from locomotives or train or until loaded into and/or unloaded from vessels. Sec. 5. No carrier hereunder will carry or be liable in any way for any documents, specie, or for any articles of extraordinary value not specifically rated in the published classifications or tariffs unless a special agreement to do so and a stipulated value of the articles are indorsed hereon. Sec. 6. Every party, whether principal or agent, shipping explosives or dangerous goods, without previous full written disclosure to the carrier of their nature, shall be liable for and indemnify the carrier against all loss or damage caused by such goods, and such goods may be warehoused at owner's risk and expense or destroyed without compensation. Sec. 7. The owner or consignee shall pay the freight and average, if any, and all other lawful charges accruing on said property; but, except in those instances where it may lawfully be authorized to do so, no carrier by railroad shall deliver or relinquish possession at destination of the property covered by this bill of lading until all tariff rates and charges thereon have been paid. The consignee shall be liable for the freight and all other lawful charges, except that if the consignee stipulates, by signature, in the space provided for that purpose on the face of this bill of lading that the carrier shall not make delivery without requiring payment of such charges and the carrier, contrary to such stipulation, shall make delivery without requiring such payment, the consignee shall not be liable for such charges. Nothing herein shall limit the right of the carrier to require at time of shipment the prepayment or guarantee of the charges. If upon inspection it is ascertained that the articles shipped are not those described in the order of the shipper, or his agent, in exchange or in substitution for another bill of lading, the shipper's signature to the prior bill of lading as to the statement of value or otherwise, or election of common law or bill of lading liability, in or in connection with such prior bill of lading, shall be considered a part of this bill of lading as fully as if the same were written or made in or in connection with this bill of lading. Sec. 8. (a) If all or any part of said property is carried by water over any part of said route, such water carriage shall be performed subject to all the terms and provisions of, and all the exemptions from liability contained in, the Act of the Congress of the United States, approved on February 13, 1893, and entitled "An act relating to the navigation of vessels, etc.," and of other statutes of the United States according carriers by water the protection of limited liability, and to the conditions contained in this bill of lading not inconsistent therewith or with this section. (b) No such carrier by water shall be liable for any loss or damage resulting from any fire happening to or on board the vessel, or from explosion, bursting of boilers or breakage of shafts, unless caused by the design or neglect of such carrier. (c) If the owner shall have exercised due diligence in making the vessel in all respects seaworthy and properly manned, equipped, and supplied, no such carrier shall be liable for any loss or damage resulting from the perils of the lakes, seas, or other waters, or from latent defects in hull, machinery, or appurtenances whether existing prior to, at the time of, or after sailing, or from collision, stranding, or from prolongation of the voyage. And, when for any reason it is necessary, any vessel carrying any or all of the property herein described shall be at liberty to call at any port or ports, in or out of the customary route, to tow and be towed, to transfer, trans-ship, or lighten, to load and discharge goods at any time, to assist vessels in distress, to deviate for the purpose of saving life or property, and for docking and repairs. Except in case of negligence such carrier shall not be responsible for any loss or damage to property if it be necessary or is usual to carry the same upon deck. (d) General average shall be payable according to York-Antwerp Rules, 1890, and, as to any matter not therein provided for, according to the law and usage of the port of New York. If the owner shall have exercised due diligence to make the vessel in all respects seaworthy and properly manned, equipped and supplied, it is hereby agreed that in case of danger, damage or disaster resulting from faults or errors in navigation, or in the management of the vessel, or from any latent or other defects in the vessel, her machinery or appurtenances, or from unseaworthiness, whether existing at the time of shipment or at the beginning of the voyage (provided the latent or other defects or the unseaworthiness was not discoverable by the exercise of due diligence), the shipper, consignee and/or owners of the cargo shall nevertheless pay salvage and any special charges incurred in respect of the cargo, and shall contribute with the shipper in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred for the common benefit or to relieve the adventure from any common peril. (e) If the property is being carried under a tariff which provides that any carrier or carriers party thereto shall be liable for loss from perils of thieves, such as to such carrier or carriers the provisions of this section shall be modified in accordance with the tariff provisions, which shall be regarded as incorporated into the conditions of this bill of lading. (f) The term "water carriage" in this section shall not be construed as including lighterage in or across rivers, harbors or lakes, when performed by or on behalf of rail carriers. Sec. 10. Any alteration, addition, or erasure in this bill of lading which shall be made without the special notation hereon of the agent of the carrier issuing this bill of lading, shall be without effect, and this bill of lading shall be enforceable according to its original tenor.

WESTERN METAL SUPPLY CO. SHIPPERS

WESTERN METAL SUPPLY CO. SHIPPERS. 225 W. 2nd St., SAN DIEGO, CALIF. PREPARATION FOR OFFICE ADDRESS OF SHIPPERS. 05257

File all
together under L.P. Timm.

October 14, 1929

Mr. Louis J. Timm,
Julian, California.

My dear Mr. Timm:

We have delivered your Registrar's
Certificate of Title to Mr. Fred J. Steiner, your attorney,
who will send it to you.

The cost of surveying your property
was \$95.50, one-half of which you agreed to pay. I would
appreciate your check for \$47.75 at your convenience.

With kind regards, I am

Yours very truly,

KLM

Julian Oct 16 1929

Mr. Fletcher

Dear Sir

I presume it must be a
mistake about that surveying
fee I paid half of the cost in
May the 23. I have your receipt
and the old check from the Farmers
Bank, it states this is in full
of account for all engineering

Yours truly
Louis J. Timm

(Pd \$35.00 5/24/29)

Timm Property		12.00
572-	4 hr.	12.00
5711-	4 "	12.00
5710-	4 "	
579-	8 "	
578-	8 "	
577-	8 "	
Bird - 4/2 da.	8.00	36.00
Clyde - 3 da	5.00	15.00
Mileage & overhead		51.00
		95.50
1/2 -		47.75

October 17th, 1929.

Mr. Louis J. Timm
Julian, California.

Dear Mr. Timm:

We are sending you the tax bill of \$15.72 for Lot 11, which we have in our possession. We have your tax bill for Lot 6 which we got from you for Lot 11, which we will pay.

Yours very truly,

ED FLETCHER COMPANY

BY

HFB:CMF
Encl.

November Thirteenth,
1929

Mr. L. J. Timms,
Julian
California.

Dear Mr. Timms:

If we get a road into Pine Hills without assessing ourselves \$70,000 or \$80,000 we have all got to chip in.

The Pine Hills Association have given \$4000 and it is going to take \$7500 or \$10,000 to put it over right. I need at least \$150 from you to help in this fund.

I may not need the money for two or three months yet, please write me and tell me that I can count on you for at least \$150.

Yours very truly,

EF:AK

December 3rd,
1 9 2 9

Mr. Timm's claim.

Sanitarium expenses	\$225
Still in sanitarium and probably cost as he will have to go back to sanitarium	100
Employed man six weeks at \$35 a week	210
Six week use of truck at \$30 a week	180
Expenses Mrs. Timm, etc.	100
	<hr/>
	\$815

December Third,
1 9 2 9

*File under
Timm*

Mr. Ed Fletcher,
1020 Ninth Street,
San Diego, Calif.

Dear Mr. Fletcher:

If you can settle for \$800 in the matter of
accident to my husband please do so and get as
much more as you possibly can.

You may also settle with Stickney and Stickney
if within two weeks from date you get a new
car and extra tire by paying \$100.

Yours truly,

Mrs. Louis Timm

Julian 2-4-72

Timms have an insurance policy for fire, theft and collision with the General Casualty Company of America.

Under the terms of that contract, the General Casualty Co. have to repair that car or pay an amount equal to what it would cost to repair it, or at least make some adjustment on the damage to the car in accordance with the terms of the policy.

If it can be established that the car is a total loss, or nearly so, then the face value of the policy is payable to the Timms.

The Insurance Company would become subrogated to any rights that the Timms might have against Mr. Smith the party causing the damage.

The right of action Timms have against the General Insurance Co. of America arises on contract while the right of action against Mr. Smith arises out of tort. The General Casualty Company have to pay in accordance with their contract. .

If suit is brought directly against Mr. Smith, Timms would have to prove first that Smith was negligent and second that their loss on the truck was the difference between the market value of the automobile at the time of the collision and what it was worth immediately after the collision unless the automobile could be repaired for a lesser amount.

Mr. Sweet

Ed Fletcher Papers

1870-1955

MSS.81

Box: 30 Folder: 5

General Correspondence - Timm, Louis J.



Copyright: UC Regents

Use: This work is available from the UC San Diego Libraries. This digital copy of the work is intended to support research, teaching, and private study.

Constraints: This work is protected by the U.S. Copyright Law (Title 17, U.S.C.). Use of this work beyond that allowed by "fair use" requires written permission of the UC Regents. Permission may be obtained from the UC San Diego Libraries department having custody of the work (<http://libraries.ucsd.edu/collections/mscl/>). Responsibility for obtaining permissions and any use and distribution of this work rests exclusively with the user and not the UC San Diego Libraries.