

# The Atchison, Topeka and Santa Fe Railway Company

Railway Exchange, 80 East Jackson Boulevard, Chicago

M. J. COLLINS,  
General Purchasing Agent  
J. J. CONN,  
Asst. General Purchasing Agent  
E. A. CLIFFORD,  
Asst. General Purchasing Agent

OFFICE OF GENERAL PURCHASING AGENT

In Reply Please Refer to File  
No. \_\_\_\_\_

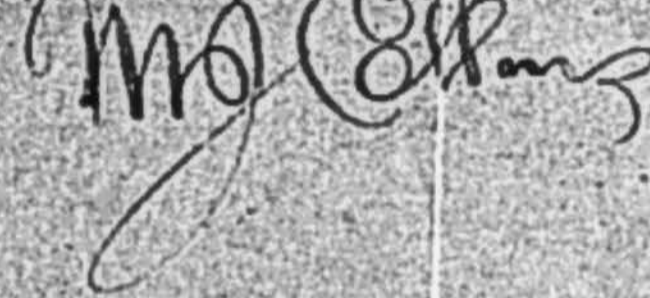
Chicago, November 1st 1922.

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

My dear Mr. Fletcher:

I have your letter of October 11th in connection with my property, and owing to the fact that it will take sometime - probably eight or nine months, to get water, I figure it will hardly be proper at this time to sub-divide. However, I shall be glad to hear from you as to probable cost in case I gave instructions to have it sub-divided.

Yours very truly,



MJC-B

November 6, 1922.

File 120-17

Mr. M. J. Collins, G. Pur. Agt.,  
The A. T. & S. F. Railway Co.,  
80 East Jackson Blvd.,  
Chicago, Illinois.

My dear Mr. Collins:

Answering yours of November 1st, will say I am going right ahead building roads and sub-dividing at the present time. Have made arrangements with the Santa Fe to have a flag station there. It will be known as "Solana Beach" which means "Sunshine Beach".

I am planning the installation of pipe lines, etc and should I not build them large enough to carry also a water supply for your lands also. It seems to me this should be done, and you ought to be willing to put up your share of the cost to bring the water in sufficient quantity to your line. I expect to get my money for the cost of the pipe lines back, and you would get yours as well by the district taking over our water system. I do not believe we will be any nine months before we can get water.

Enclosed herewith find preliminary sub-division map of the property. Your land adjoins me on the south and I am, as you see planning to build roads right up to your property line so as to give you the proper outlet. In fact I am keeping in mind your sub-division of land all the time in making my plans.

With kind personal regards, I am

Sincerely yours,

EF:KLM

"GRAND CANYON LINE"  
**The Atchison, Topeka and Santa Fe Railway Company**

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Asst. General Purchasing Agent

In Reply Please Refer to File

No. ....

Chicago, February 14, 1924.

Col. E. I. Fletcher,  
920 Eighth St  
San Diego, Cal.

Dear Mr. Fletcher:

Again referring to the question of my property: I have heard from Mr. Hodges, and I am willing to give you a sixty-day option on the basis of \$600.00 per acre, with the understanding, of course, that all the acreage will be taken on either side of the track.

Yours very truly,



MJC-E

February 20, 1924.

Mr. M. J. Collins,  
c/o The Santa Fe Railway Company,  
80 East Jackson Boulevard,  
Chicago, Illinois.

My dear Mr. Collins:

Answering yours of Feb. 14th will say it is almost impossible to sell your property at \$600 an acre as a whole, but what I am willing to do is this, figure your land at \$600 an acre and 6 percent interest. I will pay for the entire cost of subdividing, including surveying, filing of maps, building of roads, etc., the cost not to exceed \$100 an acre.

I will put it on sale at a price that will protect you, say \$1,000 an acre west of the highway and \$800 an acre east of the highway, and will handle it as my own, and agree to sell it all within three years, the understanding being that you are to have 75 percent of all of the sales of real estate until you have received your total sales price, \$600 per acre, plus 6% interest and any taxes that you may pay from date plus 6% interest, the idea being to net you \$600 an acre for your land.

If you are interested along these lines, kindly let me know.

Yours very truly,

EP:KLM

CLASS OF SERVICE DESIRED	
Telegram	
Day Letter	
Night Message	
Night Letter	

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

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT

GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

Number's No.
Check
Time Filed

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

March 31, 1924.

Mr. M. J. Collins,  
80 E. Jackson Boulevard,  
Chicago, Illinois.

Have not sold your property yet Am seriously considering buying it myself Will you sell at five thousand dollars down and five thousand every six months until paid with six percent interest payable semi annually on deferred payments reasonable release clause at your option price six hundred per acre By selling this way you save considerable of your profits that otherwise would have to be paid to the government Kindly wire answer my expense

ED FLETCHER

Chg. Ed Fletcher Co.

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	DL
Night Message	NM
Night Letter	NL

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

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The filing time as shown in the date line on full rate telegrams and day letters, and the time of receipt at destination as shown on all messages, is STANDARD TIME.  
RECEIVED AT 341 PLAZA, SAN DIEGO, CALIF. ALWAYS OPEN.

SB154 31 COLLECT

CHICAGO ILL 3 1132A

ED FLETCHER

920 EIGHTH ST SANDIEGO CALIF

PLEASE DRAW UP PAPERS SHOWING JUST HOW YOU INTEND TO HANDLE MATTER OF PURCHASE SO I MAY REFER THEM TO MY LAWYER WILL HANDLE MATTER PROMPTLY AFTER RECEIPT OF PAPERS

M J COLLINS.

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April 15, 1924.

Mr. H. J. Collins,  
Railway Exchange Building,  
Chicago, Illinois.

My dear Mr. Collins:

Enclosed find agreement in duplicate as per your telegram, which, if satisfactory, kindly sign in duplicate and forward to the Southern Trust & Commerce Bank of San Diego, attention Mr. G. A. Davidson, President, with instructions to deliver one copy on my signing the contract and making the payment of \$5,000.

Am sorry that I was not able to see you on your last trip West.

With kind personal regards, I am

Yours very truly,

EF:KIM

AGREEMENT

AGREEMENT whereby ED FLETCHER of San Diego, California buys and H. J. COLLINS of Chicago, Illinois sells the following described property situate in the County of San Diego, State of California, to-wit:

Lot Two (2) Southeast Quarter of Northeast Quarter;  
Lot Three (3) Northeast Quarter of Southeast Quarter  
of Section Three (3), Township 14 South, Range 4 West  
S.B.M.; North One-half (1/2) of Southwest Quarter (2)  
(Excepting 67 acres Railway Right of Way) in Section  
Two, Township 14 South, Range 4 West, S.B.M.,  
approximately 88 acres.

The purchase price to be Six Hundred Dollars (\$600) per acre. Terms of payment Five Thousand Dollars (\$5000) down, receipt of which is hereby acknowledged and Five Thousand Dollars (\$5000) every six months until paid with six (6) percent interest, payable semi-annually on deferred payments.

Said Collins is to furnish certificate of title showing said property free and clear of encumbrances as of this date, excepting the usual rights of way heretofore granted and subject to said property being within the boundaries of the Santa Fe Irrigation District. Said Fletcher agrees to pay any and all taxes that may be assessed against this property from this date.

The property is to be deeded to the Southern Title Guaranty Company of San Diego within sixty (60) days from date hereof in trust, with instructions to release the property from escrow upon the payment of \$600 per acre on any lands lying east of the Santa Fe tracks and \$1000 per acre on any lands lying west of the Santa Fe tracks.

Time is of the essence of this agreement. If any and all payments are not made as agreed this contract is null and void and both parties are released from further obligations thereunder, otherwise in full force and effect. Any payments made thereon shall be

considered liquidated damages and neither party shall have cause  
of action at law against the other for any damages thereof.

IN WITNESS WHEREOF we have hereunto set our hands  
this \_\_\_\_\_ day of April, 1934.

\_\_\_\_\_  
\_\_\_\_\_

May 5, 1924.

✓  
Mr. M. J. Collins,  
Railway Exchange Building,  
Chicago, Illinois.

My dear Mr. Collins:

I have not heard from you in answer to my letter of April 15th. Suppose you have been out of the city.

I will send up the \$5,000 as evidence of good faith any time you desire it, and if the contract is not the way you want it, kindly revise at your convenience and send me a copy.

Yours very truly,

EF:KLM

## AGREEMENT

AGREEMENT whereby ED FLETCHER of San Diego, California buys and M. J. COLLINS of Chicago, Illinois sells the following described property situate in the County of San Diego, State of California, to-wit:

Lot two (2) (southeast quarter of northeast quarter) Lot three (3) (northeast quarter of southeast quarter) of Section three (3), Township fourteen (14) South, Range four (4), West S.B.M.; north one-half ( $\frac{1}{2}$ ) of southwest quarter ( $\frac{1}{4}$ ) (excepting  $\frac{1}{4}$  acres Railway Right of Way) in Section Two (2), Township fourteen (14) South, Range four (4) West, S.B.M., approximately eighty-eight (88) acres.

The purchase price to be six hundred dollars (\$600) per acre. Terms of payment five thousand dollars (\$5,000) down, receipt of which is hereby acknowledged and five thousand dollars (\$5,000) every six months until paid with six (6%) per cent interest, payable semi-annually on deferred payments.

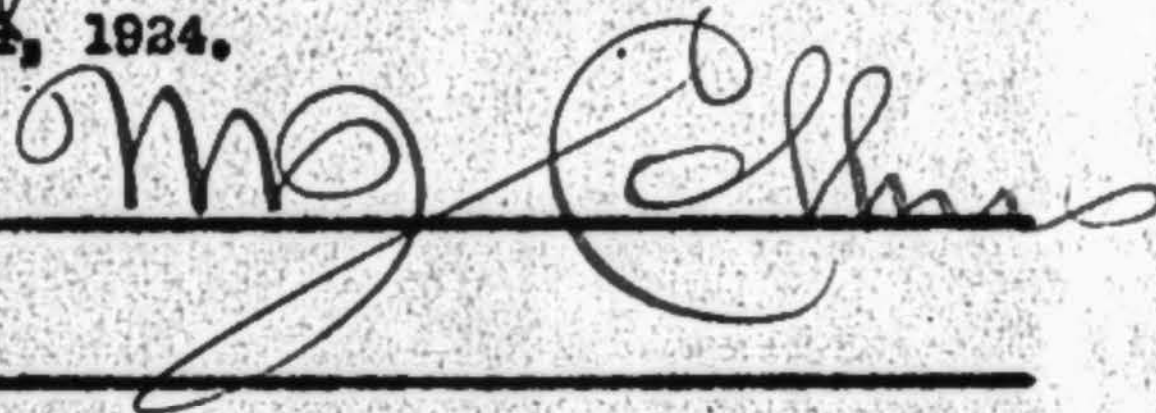
Said Collins is to furnish certificate of title showing said property free and clear of encumbrances as of this date, excepting the usual rights of way heretofore granted and subject to said property being within the boundaries of the Santa Fe Irrigation District. Said Fletcher agrees to pay any and all taxes that may be assessed against this property from this date and any assessment that may have been assessed against said property for irrigation purposes.

The property is to be deeded to the Southern Title Guaranty Company of San Diego within sixty (60) days from date hereof in trust, with instructions to release the property from escrow upon the payment of \$600 per acre on any lands lying east of the Santa Fe tracks and \$1000 per acre on any lands lying west of the Santa Fe tracks.

CONFIDENTIAL

Time is of the essence of this agreement. If any and all payments are not made as agreed this contract shall, at the option of the said M. J. Collins, his heirs or assigns, become null and void and in that case both parties are released from further obligations hereunder, otherwise this obligation is to remain in full force and effect. In case this contract shall be declared null and void by the said M. J. Collins, his heirs or assigns, all payments made thereon shall be considered liquidated damages and neither party shall have cause of action at law against the other for any damages. If the said premises shall have been conveyed as above provided and subsequent thereto default shall be made in the payment of any of the sums provided for and said Michael J. Collins, his heirs or assigns, shall declare a forfeiture under the provisions hereof the Southern Title Guaranty Company of San Diego shall reconvey the premises then remaining unreleased from the terms of this contract to the said M. J. Collins, his heirs or assigns.

IN WITNESS WHEREOF, we have hereunto set our hands this 22 day of <sup>May</sup> ~~April~~, 1934.

  
\_\_\_\_\_  
\_\_\_\_\_



AGREEMENT

BETWEEN

ED FLETCHER and

M. J. COLLINS

Page 5

You will make a great deal more money out of this proposition if you accept my offer contained in this letter. I have sold all of the acreage east of the track at Solana Beach at from \$800 to \$1000 an acre, excepting two acre tracts, and I am sure I can sell yours, so much so that I am willing to put up the expense of all the improvements until you get back \$800 an acre and 6% interest.

Yours very truly,

EF:KLM

## The Atchison, Topeka and Santa Fe Railway Company

Railway Exchange, 80 East Jackson Boulevard, Chicago

M. J. COLLINS,  
General Purchasing Agent

J. J. CONN,  
Asst. General Purchasing Agent

H. A. CLIFFORD,  
Asst. General Purchasing Agent

OFFICE OF GENERAL PURCHASING AGENT

In Reply Please Refer to File

No. ....

Chicago, July 14, 1924.

Ed. Fletcher Company,  
920 Eighth Street,  
San Diego, Cal.

Gentlemen:-

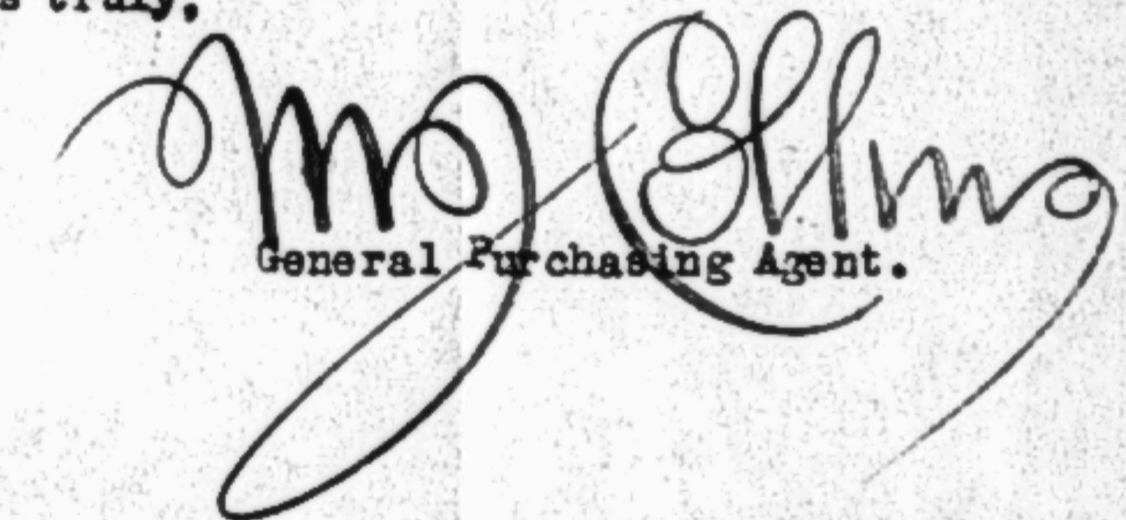
This is to confirm telegram as below:

"Think best withdraw sale. Writing you today."

Referring to your letter of July 2nd, and after considering the matter fully, I believe it will be to my advantage to withdraw the offer made in my letter of May 22nd.

I hope to be out there later on, and shall at that time go into the matter fully with you.

Yours truly,

  
General Purchasing Agent.

MJC-E

July 2, 1924.

Mr. M. J. Collins,  
Railway Exchange Building,  
Chicago, Illinois.

My dear Mr. Collins:

I have to apologise for not having taken any quicker action regarding the agreement of purchase. You have made a change in the contract which binds me to buy the property in any event. I was willing to do this under a verbal understanding with Mr. Treanor and Mr. Henshaw, who own a half interest in Solana Beach with me, that they would take the other one-half interest. They have lately decided that they are not in a position at this time to contract to buy an undivided one-half interest, and I do not feel like taking it all over alone, without being in better shape financially, in case anything happens, and times get bad.

It means the immediate expenditure of considerable money in grading, platting and other expenses before putting the property on the market. I hope to sell my interest in the Cuyamaca System inside of the next three months, and if it were sold would not hesitate to take over the property myself - the whole proposition. There have been few sales on account of the hoof and mouth disease and lack of travel, but there are good indications for the future.

Would you consider the following proposition -- that I put up the necessary money to plat and survey, to sub-divide, grade streets, etc., having general supervision over it all, and making no charge for my services handling the property on the same basis that I have handled Solana Beach, ie: being paid 25 percent commission for the total expense of paying for advertising, selling, etc., you to receive \$600 an acre and 6 percent interest, as well as being refunded any other expense you may be put to until the property is sold, and after you have received your \$600 an acre and interest, I am to be refunded the cost of the

-2-

improvements and 6% interest, and after that is paid we to share alike in the profits.

In other words, no improvements or expenses will be incurred except with your written approval, the property to remain in your name. No property will be sold excepting at prices and under terms and conditions approved by you in writing in advance.

You may think 25 percent is high, but that is what I have received in all my subdivision commission, and my net profit is less than 5 percent.

I believe we can put this property east of the highway on the market and sell it in acre tracts, the same as at Solana Beach at from \$1000 to \$1200 an acre, on five years' time annual payments, with 7% interest. The Santa Fe are selling on 10 years' time, 6 percent interest.

In a year or two we should sell the land west of the highway in 50 foot lots at from \$2000 to \$3000 an acre net to us.

You will be getting your \$600 an acre and interest before I get anything, excepting commission for selling, and if everything goes all right you will get a fine profit in subdivision.

I am willing to leave all the cost of all the improvements, which we mutually agree on, to be refunded to me, after you receive your money and 6% interest. I am willing to go to work at once on this proposition and be ready to put the property east of the highway on the market within the next 60 or 90 days.

My plan would be simply to plat it and grade the roads east of the highway and do nothing with the property west of the highway at the present time.

Would you kindly wire me at my expense if this arrangement is satisfactory. If not, I have one more chance in selling a half interest in the property to a friend of mine and hope to comply with the terms of the agreement which you have signed.

**Ed Fletcher Papers**

**1870-1955**

**MSS.81**

**Box: 5 Folder: 6**

**General Correspondence - Collins, M.J.**



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