

Los Palos Calif  
April 24 - 1933

Colonel E. J. Fletcher  
San Diego Calif.

Dear Col. Fletcher.  
your letter and Option of 29<sup>th</sup> of Mar.  
will say I cannot sign it at present  
first your price is to low next no 2 in your  
option gives you the right to cover the place  
with water and no recourse.

almost all my property comes under  
the 395 ft contour.

So I think the best for them to  
buy me out right as if they reinforce  
Hodge and raise it to top of spil-way  
it will flood me out any way.

If you see your way clear at this  
figure I will give you an option for 1 yr.  
for 25,000.00 (Twenty Five Thousand  
dollars, this is buying it out right to sell  
water right the place would mean very little  
to me.

your Truly  
Eugene Boyle

May 22, 1933.

Colonel Ed Fletcher,  
San Diego, California.

Dear Sir:

You are hereby given full and exclusive authority for  
and during the six month period next ensuing from the date  
hereof, to sell the hereinafter described property in San  
Pasqual Valley, San Diego County, California, belonging to me  
and comprising 93 acres more or less, and described as follows:

93 acres more or less in the Northeast Quarter  
(NE $\frac{1}{4}$ ) of Section 32, Township 12 South, Range 1 West,  
San Diego County, California,

for the sum of \$25,000.00 net to me.

Upon the sale of said property by you in accordance  
with the terms hereof, I agree to furnish the buyer thereof with  
a certificate of title showing the property free and clear of  
encumbrances, with the exception of such encumbrance or cloud  
as might remain on the title thereof by reason of a certain  
agreement and option between myself and the City of San Diego,  
entered into in the year 1927, which agreement should now be  
ineffective by the time limit therein.

Very truly yours,

Eugene Boyle



Col. Ed Fletcher  
San Diego Calif

Dear Sir.

Enclosed find an agreement to sell  
my property in San Pasqual which I  
changed slightly Hoping this will  
meet with your approval  
Yours Truly  
Eugene Boyle

Las Palos  
May 23-33

October 3, 1939

City of San Diego  
San Diego, California

Gentlemen:

In consideration of \$ 3600.00 paid me on  
or before May 1, 1940, I agree to sell you the right to com-  
plete Sutherland Dam within the so-called San Pasqual-San  
Vicente watershed, said dam being more particularly located  
in Section 28, Township 12 South, Range 2 East, S.B.M., San  
Diego County, California; together with the right to impound  
and divert the water so impounded to other waterheds and  
originating easterly from said dam. The property which I own,  
and affected by this agreement, is legally described as  
follows:

W-3/4 of the NE $\frac{1}{4}$ , Section 32, Twp. 12  
S.R.1. W. excepting land heretofore sold  
to Donald Moore and County of San Diego

Time is the essence of this agreement. I acknowledge  
receipt of \$1.00 and other consideration in relation thereto.

x Eugene Boyle  
x Eunice J. Boyle

ED FLETCHER COMPANY  
San Diego, California

Gentlemen:

In consideration of your past and future services, in  
case the City of San Diego accepts the offer above mentioned,  
your Company is to be paid five (5) percent commission on whatever  
we receive from the City of San Diego, said money to be paid out of  
escrow by the Title Company on our order.

x Eugene Boyle  
x Eunice J. Boyle



October 3, 1939

City of San Diego  
San Diego, California

Gentlemen:

In consideration of \$ 3600.00 paid me on or before May 1, 1940, I agree to sell you the right to complete Sutherland Dam within the so-called San Pascual-San Vicente watershed, said dam being more particularly located in Section 28, Township 12 South, Range 2 East, S.B.M., San Diego County, California; together with the right to impound and divert the water so impounded to other watersheds and originating easterly from said dam. The property which I own, and affected by this agreement, is legally described as follows:

W-3/4 of the NE 1/4, Section 32, Twp. 12  
S.R.1. W. excepting land heretofore sold  
to Donald Moore and County of San Diego

Time is the essence of this agreement. I acknowledge receipt of \$1.00 and other consideration in relation thereto.

X Eugene Boyle

ED FLETCHER COMPANY  
San Diego, California

Gentlemen:

In consideration of your past and future services, in case the City of San Diego accepts the offer above mentioned, your Company is to be paid five (5) percent commission on whatever we receive from the City of San Diego, said money to be paid out of escrow by the Title Company on our order.

X Eugene Boyle

San Casquel

November 10, 1939

Mr. Eugene Boyle  
Route #1  
Dos Palos, California

My dear Mr. Boyle:

Mr. Ray Trussell asked me to try again to solve the problem with the City in connection with Sutherland Dam. It seems that the Water Commission have recommended the money be transferred from Sutherland to San Vicente site, and it is only a matter of time when it will be done. I told Mr. Trussell I would do nothing without his signing up first, as he signed up last the last time when we tried to put the deal over, so he signed the agreement copy of which is enclosed and which I hope you will sign.

You are transferring no land, frontage rights or pumping rights, just giving consent to build the dam and divert the water that originates east. There is only about 5 1/4 square miles of watershed at Sutherland and about 100 to 150 square miles below coming from Mesa Grande, etc. Your underground water supply will never be affected and I do not think your surface will either to any appreciable extent. Those who have signed up are as follows:

Paul L. Skoog	\$1000
Herbert Judson	7500
Lucy Dyer	500
C.G. Marcus	2750
Everett Peet	4000
L.D. Rockwood	4000
Franklin and Ray Trussell	3840
E.H. Webb	10,500

I expect to get the signatures of Mary Judson, Reba Judson, Ervin Georgeson, H.G. Fenton in the next two or three days. We have no time to lose.

The plan generally adopted is to take 10% of your old contract with the City, but in the case of the Webbs, they had \$250,000 coming and 10% would have been \$25,000, but the amount has been cut down to \$10,500 instead covering all of the Webb properties. Did you have a contract with the City? If so, what was the balance due? My suggestion is that you take 10% of that and fill in this agreement with the legal description of your property. I am asking for a 5% commission and hope you will sign that portion of the agreement. About 80% have signed up and as soon as I get 90%, I am going to submit it to the City.



[illegible]

Johnson, Elmer, George, H.C. Benson in the next two or three days. He

Undoubtedly the City will go ahead and the other 10% will have a lawsuit on their hands and have to prove damage in

10:200

I am hoping that you will cooperate with us and let me hear from you with something definite by return mail.

ELBOKTIN SUG HUL JLN220T

I am hoping that you will

u with something definite b

С.С.НУРСА

гласъ рлатъ

Helpful person

Булт Р.СКООН

Sincerely yours,

[illegible]

asked for but the next day, so he signed the document with a mark  
 and the signing is later, as he signed it just the first time when he  
 knew it was done. I told Mr. Dineen I would go through with  
 the signing to get the money, and if it is only a matter of time  
 that the money will be received, he recommended the money be placed  
 in the bank in connection with the signing. It seems  
 Mr. Dineen asked me to sign with the money.

πλ φθαλ ηλ· πολυε:

DOE LSTOE' CATHOLICUS

уолфе ит

ML. ENIGME POLYTE

MOAGTDL IO' Td3d



November 30, 1939

Mr. Eugene Boyle  
Dos Palos, California

My dear Mr. Boyle:

Your sister, Mrs. Judson, says she has written you. I am enclosing agreement for your signature in connection with giving the City of San Diego consent to build Sutherland Dam. With two exceptions all have signed.

You are not deeding away any of your land, floodage or pumping rights, simply giving consent to build the dam. I feel if we put this deal through it will be like picking up money from the dirt, and all the others feel the same way.

I must have a definite answer one way or the other from you this coming week, otherwise, we will make a deal with the City and let you scrap it out with the City in the Courts which I think is a mistake.

If we make the sale, we are to receive a 5% commission.

I am enclosing original and duplicate copy of the agreement which I hope you will sign where I have marked same with an (x).

May I hear from you by return mail, and oblige.

Sincerely yours,

EF/jv  
encl.

December 15, 1939

Mr. Eugene Boyle,  
Dos Palos, California.

My dear Mr. Boyle:

We are \$6000 or \$8000 too high according to the city, and rather than see the deal fall thru will you accept \$3000.00 instead of \$3600.00, in the matter of giving consent to build Sutherland Dam.

May I hear from you by return mail, please.

Yours sincerely,

EF M



December 19, 1939

Mr. Eugene Boyle  
Dos Palos, California

My dear Mr. Boyle:

We held a meeting yesterday with the City and had hoped they would take favorable action but they refused to do so. There is \$7000 or \$8000 which will have to be taken off the price.

I am asking you to reduce your price to \$2600 and should have a telegram from you to that effect before our next meeting on Thursday of this week. It is either that or nothing as I see it, and it looks to me as if this \$2600 is pure velvet to you as you are deeding no land, no pumping rights, no floodage rights - only giving consent to build the dam and you are affected in no way by the building of Sutherland Dam. I have been informed that you have lost your water rights to the river by non-usage. How true this is I do not know.

Please wire me collect on receipt of this letter and give me the lowest figure that you will take, but hope you will make a reduction of at least \$1,000 as suggested to help us put this deal through.

With kind regards and wishing you the Compliments of the Season,

Sincerely yours,

EF/jv

P-818-B (8-37)



# PACIFIC TELEGRAM



## CLASS OF SERVICE

Full Rate

Day Letter

SYMBOL  
DAY L

Night Letter

SYMBOL  
N.L.

IF NEITHER OF THE TWO SYMBOLS SHOWN ABOVE APPEARS AFTER THE CHECK (NUMBER OF WORDS) THIS IS A FULL RATE TELEGRAM. OTHERWISE ITS CHARACTER IS INDICATED BY THE SYMBOL APPEARING AFTER THE CHECK.

34 FRS BL 13 COL DOS PALOS CALIF DEC 22 1939 505 PM

ED FLETCHER CO

BOX 670 SAN DIEGO CALIF

WILL TAKE TWENTY SIX HUNDRED NET GET YOUR COMMISSION

OUT OF CITY

EUGENE BOYLE

516 PM

READ OVER TELEPHONE

TO Ed Fletcher

TIME 1:38 DATE 12-22-39

GG



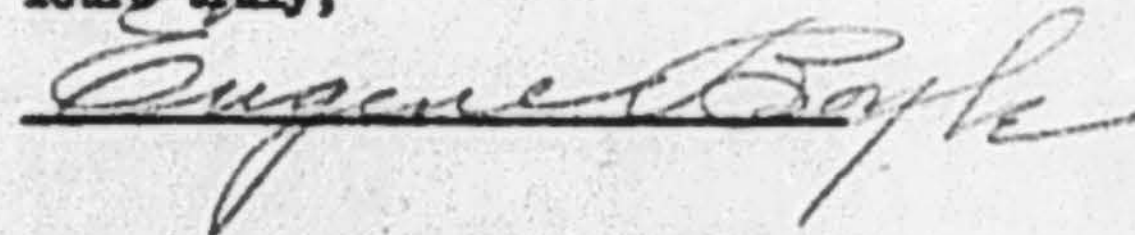
March 1, 1940

Ed Fletcher Company  
1020 Fifth Avenue  
San Diego, California

Gentlemen:

In consideration of your continued services in promoting settlement with the City of San Diego regarding the building of Sutherland Dam and acquisition of the water rights in relation thereto, all as per option heretofore signed, we hereby extend the option date of May 1, 1940 to September 1, 1940 under the same terms and conditions.

Yours truly,



March 19, 1940

Mr. Eugene Boyle  
Route #1  
Dos Palos, California

My dear Mr. Boyle:

Referring to my letter of the 1st, those who have already signed up the extension until September 1, 1940 are as follows:

H.G.Fenton  
Myata  
Fred A.Dyer  
Erwin Georgeson  
F.Herbert Judson  
Reba Judson and sister  
Marchus  
Everett Peet  
L.D.Rockwood

and two or three others have promised.

I would appreciate receiving signed agreement sent you. I am leaving for the East March 26th and will be gone nearly a month and we should have the matter cleaned up before I leave.

With kind regards,

Sincerely yours,

EF/jv

Same letter to Ray Trussel  
Paul L.Skoog  
Lucie R.Dyer



**Ed Fletcher Papers**

**1870-1955**

**MSS.81**

**Box: 2 Folder: 28**

**General Correspondence - Boyle, Eugene**



**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.