

2080 Green St.

San Francisco, Cal.

Aug. 8, 1909.

Mr. Ed Fletcher

San Diego, Cal.

Dear Fletcher: Please write the company direct, offering \$250. for a 90 day option to purchase land in S. tract at \$20,000. Of course this is net to the company. I'll see that your proposition is accepted.

If necessary, $\frac{1}{2}$ or $\frac{1}{3}$ cash will do & the mortgage to contain a favorable release clause.

Remember, that I am to be in with you for $\frac{1}{2}$ interest in the profit on whatever deal may be made, whether sold outright for cash at a profit or part cash & part interest in a new company to exploit the deal.

I think that we had better leave everyone else out & handle this ourselves.

Attend to this at once as Louis Delva who farmed the cultivated land on Lot 51 this year was here in my absence & offered \$3600 for same (entire lot 51) He lives just east of the Perkins

and. This is the same lot that Chambers offered
\$3000 for.

I can pull off almost any sort of a
deal on the above lines, but think that the
best way is for you to go to work & sell
off enough mountain land to cover the
\$2,000. & we will have the balance
left.

If you cannot get \$2,000. cash down,
you might agree to sell it on contract,
the cash payments which you are to receive,
to be sufficient to cover amount necessary
to be paid to this company & deferred payments
to come in before mortgage falls due.

Of course it would be better to make an
entire cash transaction as it would eliminate
all questions which may arise concerning de-
ferred payments or a release clause.

Yours truly,
Lawrence Rath

26.80 I received
Mr. Ed Fletcher
San Francisco, Cal. Aug 19/09

San Diego, Cal.

Dear Fletcher

Yours of the 7th received.
Of course I intended that you should be
compensated for your services, for
any expenses advanced in handling the
proposition, although I forgot to
mention same in my last letter.
I also received the two pictures
for which I thank you. They are
quite good.
Now as to the proposition you will re-
ceive a letter by this mail from the com-
pany, in answer to yours containing a
slightly modified proposition, to wit. opti-

at \$2000 a month at 20% & interest at 6% net
from date of 1st payment of \$5000. According
to your proposition, as the company construed
it, you did not agree to pay interest on
the deferred payments except that the mort-
gage would draw interest from its date,
one year hence.

This the company will not
agree to as it will require interest at 6%
net from time you take title & make first
payment of \$5000.

Now as to Oct 20th, the date of expiration
mentioned. If you "stand pat" and insist
on 90 days, you will get it. You can say
that you have certain plans under way
which will take time to carry out. The
company figures that a 90 day option might
interfere with renting the cultivated land
next season, but I have suggested that
they place the renting for next season entirely
in your hands & that you will make no

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leases that will interfere with a sale of the land. They look favorably upon the idea, but will wait until hearing from you again in answer to letter of today.

I don't see any necessity of telegraphing unless you want to.

I have been "chewing" with them all day & the principal objection to a 90 day option is the fact that, in order to successfully rent the land, the tenants would want possession Oct 15 or Nov 1st, so as to get their plowing done & the land ready for planting.

Mr. Frost called at the office today & had an interview with Mr. Martin. He dispensed a lot of hot air. I think he called just to try to find out what was going on. He told me that he was gradually clearing his land & planting it to alfalfa. He said that eventually he expected to plant 1000 acres.

I asked at what price he would sell his
5000 acres & he said \$150,000. He also said
that he refused \$100,000. for same last
January.

I learned from him that he has been
in numerous real estate & building oper-
ations here and ~~is~~ rather deep. He un-
doubtedly needs money & I would not be
surprised if now is ~~not~~ a favorable
time to do business with him on his
San Diego lands.

I have heard that you
cannot count on anything from him
unless it is in writing.

Yours truly
Lawrence Rath

Mr. Lawrence Rath,

2080 Green St.,

San Francisco, Cal.

August 21, 1909.

My Dear Rath:

Enclosed find a copy of letter which I have sent the company. I had always intended, of course, to pay 6% interest on deferred payments. I think my letter covers the proposition. I told you Dr. Frink was a "hot air" proposition. If they are going to accept my proposition wire me ahead of time so that I can commence to work and get two or three days' leeway.

On receipt of this, write me a list of all prospective people who would consider the purchase of the land and their offers. In this way I can get a line on the situation. Who offered \$3600 on 51? If I can get \$4000 for it, I think we better let it go, don't you? Although I may put a big advertisement in the papers and job it off to better advantage, but that is a matter to be decided later.

Believe me,

Very sincerely yours,

Enc.

2080 Green St.

San Francisco, Aug 28/09

Mr Ed Fletcher,
San Diego, Cal

Dear Fletcher,

Yesterday afternoon I wired you as follows: "Proposition accepted. Option mailed tonight. Do not advertise until signed."

I received your letter of the 21st, but could not wire you sooner, because certain directors had to be consulted before the option question was absolutely settled. You ~~no~~ doubt have received the company's letter of yesterday containing form of option for your approval.

I do not think it wise to advertise the property for sale until the option is signed by the company and in your possession, because advertising might

stir up some of the agents at San Diego & cause them to "butt in" & possibly delay matters.

As to the parties who have written or negotiated concerning the land, will say that during my absence at San Diego, Louis Silva, who cultivated part of Lot 51 last year, was here & practically agreed to pay \$36 00 for lot 51. He was given an indefinite answer by the company, but agreed to go back there & see how much money he could raise to pay down in case the company decided to sell in parcels.

Shortly afterwards he wrote a letter saying that he had looked over Lot 52 & decided he would rather buy that lot first; that there was only about 18 acres of good land in the lot & offered \$5.00 an acre for the 76 acres. The company wrote him

declining his offer & said that it had been appraised at \$1250 per acre.

On account of not being able to express himself very well in English, it is rather hard to understand L. Silva. He lives just south of the Perkins property, & says he needs more land because he has 5 or 6 sons growing up.

When I was there, J. E. Chambers who owns & lives on the Flinn property, next to the Pennell grove, offered me \$5.00 per acre for lot 51 which would amount to about \$3000. I think he perhaps would give \$4000 for it, especially if he knew that someone else was after it. He owns the adjoining land & it ought to be worth more to him than any one else. He told me that 2 or 3 years ago, he agreed to purchase Lot 51 from the Ralston Realty Co. who were

then acting as agents for the then owner & he paid a deposit of \$400 or \$500 down, but owner was unable to procure a release of mortgage from this company as to that lot & he was compelled to take his money back. I did not learn at what figure he agreed to purchase.

The company wrote Jennings recently declining his offer of \$3000 for lots 44 & 48 & asked him to collect last years rent from the tenants. He answered a few days ago saying that he was too busy with his official duties. He showed very plainly by the tenor of his letter that he was sore. Said he was going ahead with fencing his land & would let the matter drop so far as purchasing is concerned.

Quite a long while ago A.M. Lowry of the

Southern California Realty Co., of San Diego wrote the company inquiring price of ~~the~~ tract & saying that he had a buyer for part of it.

I called on Lowry while there he told me that a Mr Chase wanted to buy Lots 49 & 50 at the time he wrote the letter, but that he had not spoken to Chase lately about it.

He asked me to write to him as soon as the company decided to sell the property separately & let him know the price of Lot 50 & 49.

Lowry owns or did own at one time part of Lot 47 El Cajon.

I told you while there that Jennings said that Wm Moore who was some way associated with Jno D. Spreckels, wanted to buy the Pennell Grove on Lot 50.

These are the only parties who have had

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any dealings with the company, except various
real estate agents in San Diego & Los Angeles
who have written at different times.

O'Neill & Moody of S. D. wrote lately asking
price & were answered that company was now
negotiating to sell & did not care to quote a
price, but were invited to submit an offer
if they really had anyone interested.

I had a talk with Ben E. Lyster of Wood-
ruff Cross Co., who said he had in view a
possible buyer for the whole tract. I told him
that \$30000 was the price & promised to let him
know when company decided to sell.

I had about the same conversation with
J. E. Sturges 1103 Fifth St. He claims to recently
have sold a tract down that way for
\$35000 or \$40000.

When Chambers offered \$5.00 per acre for lot 57,

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he said that he considered that there was about
100 acres of tillable land, that was worth about
\$30. per acre to him & that he did not con-
sider the mountain land worth anything.
If you can sell at \$4000., I think it best to
do so & would ^{not} be surprised if Chambers would
give that for it. He wanted to rent it last
year & was disappointed when he found that
Silva had it.

I would like to be of assistance to you in
any way I possibly can, but at present
don't know what I can do towards help-
ing the thing along. You know best whether
or not it would pay to advertise. It strikes
me that you can only sell the mountain
land to some eastern man who might want
it for a play-thing & to spend money on or to
some Eucalyptus crank. Yours truly
Lawrence Rath

Aug. 31, 1909.

Mr. Lawrence Rath,
2080 Green St.,
San Francisco, Cal.

Friend Rath:-

Answering yours of August 28th will say I have sent this day a check for \$150 and signed the option. I will go ahead with the proposition as soon as I receive the signed option from the Company. With kind regards,

Yours very truly,

EF-FS

2080 Green St.
San Francisco Sept 29/09.
Mr. Ed Fletcher,
San Diego, Cal.

Dear Fletcher,
Yours of the 25th, received.
The company also received your letter of the same date and decided to decline your offer as they figured that they were releasing security worth \$3000 + only receiving the same sum. However, I got them to reconsider the matter + I think that they will more than likely write you tomorrow, accepting your proposition. You can just as well have a deed as a contract on December 1st, when the \$3000 payment is made, if you want it + when it once goes on record it will show fellows like Jennings that you control the

the situation & they must go to you if they want to do business.

I think that you were right in refusing Jennings offer for #8 & #9. You probably meant #4 & #8 as they are the ones he offered me \$3000 for. Lot #9 is certainly worth considerably more than #4.

What about that cattleman that ^{recently} wrote the company from Lakeside & said that he wanted to buy 1000 acres? I have forgotten his name, but think it is ~~More~~. Anyway the company sent you a copy of his letter.

The next time you write to the company, you had better mention the fact that Silva has no money as they were counting on selling lot 51 to him in the event of your

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not exercising your option. Another thing the company had an abstract to the land at one time, but it has been mislaid, but undoubtedly can be found if the proper search is made for it, so you might as well tell them that you expect them to furnish one.

They also had a number of blue prints made of the map of the tract which I had with me the Sunday we went over the tract, so the next time you write you might suggest that they send you some extra maps if they have any.

The sale of this tract in parcels is moving rather slowly, but on the whole, quite satisfactorily, at least so far as the cash is concerned. I hope to see you up here

during the Portola festivities so that we can have a visit together. You will want to settle the release clause that is to be inserted in the mortgage + it would be much more satisfactory to talk the matter over with the company than to write about it.

I have been around the state a good deal since I last saw you + it strikes me that there is going to be a good deal of activity in lands within the next two years - in fact, I believe that we are on the verge of a boom. Of course I realize that this tract is different from the ordinary land proposition in that it will have to be developed before it can be sold at good prices.

Yours truly,
Lawrence Rath

2080 Green St.
San Francisco, Oct 2/09
Mr Ed Fletcher
San Diego Cal.

Dear Fletcher,
Supplementing my letter of the 27th ulto, will say that the name of that Cattleman who wrote the company, is Miller. He dated his letter El Cajon instead of Lakeside as I stated in my letter.

There has been a delay on part of the company in answering your letter, but I think you will hear from them in a few days. Mr Winn has been unusually busy the past week + wanted time to think the matter over before answering you. I believe the answer will be favorable

to accepting your terms. In the mean time you had better write the company stating that you have seen Silva & that he is not financially able to buy any part of the land. Also acknowledge receipt of a copy of Miller's letter which the company sent you & if there is nothing to him state so.

Please advise me personally whether or not you prefer a deed or contract for a deed on Dec 1st. I want to begin to pave the way in advance of your request.

There is nothing in the story (probably circulated by Jennings) that the company frequently offered this tract at \$5000 or \$18000. They never went further than to invite bids from anyone who inquired the price. I can show you the figures of the late manager, Mr Spotts, who

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had charge of this matter before Mr Kimm became associated with the Co, which show that the actual cost to the Co. is between \$27500. and \$28000. & that is the sum they expected to realize net by a sale of the property.

I wish that you could come up here and meet Mr Kimm personally. I believe that you could get together and do business in 15 minutes. I would like to have him see you and size you up. I have been drilling into him that you are the "man of the hour" in that part of the country, but there is nothing like a personal meeting.
Yours truly Lawrence Rath

Mr. Lawrence Rath,
2080 Green St.,
San Francisco, Cal.

Friend Rath:

The enclosed letter is explanatory and for your information. I am simply snowed under here, but I will come up there if I have to. This puts things in pretty good shape. They are certainly better secured by a deed and mortgage than simply by a contract, and there should be no hesitancy on their part in coming through.

Yours truly,

EF-RC.

Enc.

Oct. 4, 1909.

2080 Green St.
San Francisco, Oct 13/09
Mr E J Fletcher,
San Diego, Cal.

Dear Fletcher,

Yours of the — received. The matter has been hanging fire, but will likely be settled at a meeting of the board of directors to be held tomorrow. I will wire you result.

There was an informal meeting held yesterday which I attended - the matter was discussed up, down and sideways. The board is composed mostly of bankers & lawyers & consequently very conservative.

At the meeting they were inclined to refer the matter back to Mr. Stein to do as he thought best.

This is a trust affair & quite a

number of questions have arisen as to how the trust will finally be settled and distributed, but which do not concern you. They feel that they would not be doing their duty as trustee if they sold on a payment of less than \$5000 cash.

When your proposition is finally accepted, it will probably be along these lines, to wit: You to execute a note and mortgage for \$15000 - due as per your letter and your personal note for \$2000 due Jan 1%, not secured by mortgage. This company will take the note and advance the trust fund \$2000 which will be the same to the trust as if you had paid \$5000 instead of \$3000 cash.

The figures ^{you mentioned} at which the different lots are to be released ~~from~~ the mortgage

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are satisfactory, but the company does not want to release less than one whole lot at a time as now laid out.

You had better not write the company again until you receive their answer to your proposition - as it is well not to appear anxious.

I realize the importance of quick action in order for you to put through the Chambers deal, but the thing is going ahead as fast as possible & will undoubtedly be settled tomorrow.

Yours truly,
Lawrence Rath

San Diego, Cal. October 14, 1909.

Mr. Lawrence Rath,

2080 Green St.,

San Francisco, Cal.

Friend Rath:-

I am in receipt of yours of the 13th and will say that before getting this letter I telegraphed you to give me a line on the situation. The only piece of property that I can sell at the present time is the Piece of land that Mr. Chambers wants but I have faith enough in the proposition to go ahead. I hate to take on the whole thing and yet I hate to let it drop. It has been almost a toss-up with me. I do not believe the company could sell this property to any one for \$20,000 today under any considerations, but I believe I see a chance, by hard work, of subdividing the property and making something on it. If you still feel it is necessary for me to come to San Francisco, I will do so but I hate to leave just at present, because I am working with five or six Mexicans in an attempt to get the land cleared and if it is going to be cleared at all for this next year, it must be cleared now with double action for we will soon have rains and it will be impossible to clear the land as cheaply as at present. Thanks for eucalyptus clipping.

Yours very truly,

EF-FS

2080 Green St.,
San Francisco, Oct 16/09

Mr Ed Fletcher,

San Diego, Cal.

Dear Fletcher,

The company wrote you today suggesting that you either make a larger cash payment than \$3000 or give additional security. This was done entirely upon the suggestion of a Hebrew director and banker who wrote to a bank in San Diego, or rather, had his bank write to its San Diego correspondent to ascertain something about your financial responsibility. ^{This morning} I was called in the office to tell what I knew about you + was then excused. I learned afterwards from Mr. Winn that the answer from the San Diego

bank was in very general terms + while favorable to your general standing, ~~was~~ in the community, was not specific enough to amount to anything. It was then decided to strike you for security and hence the letter of today.

If you "stand pat" + refuse to do anything different that the proposition contained in your letter, everything will be lovely + go through on the lines mentioned in my last letter + telegram, to wit: Price 20000.- \$3000 cash, 15000 note at 1% net due 5000 June 1, 1911, \$5000 June 1, 1912, + 5000 June 1, 1913 + your personal unsecured note of \$2000 due June 1, 1910. Interest on all notes to begin Dec 1st.

I don't think they will make any allowance for certificate of title expenses. Of course, they

expect to release entirely, the 100 acres which you are about to sell + I think for \$4000 cash instead of \$3000 they would be satisfied to release the whole of lot 51.

Mr Hunt is favorable to closing this deal on the terms I wrote you + a majority of the directors have left the matter entirely to him, but this one director, above referred to, has "butted in" + wants to show them how to do "peesness".

This thing can be brought to a quick closing in two ways, first by your coming up here (which is not absolutely necessary, but should you decide to come, wire the company that you are coming to the Portola Festivities, naming the date + will call. Second, by writing a letter

in the shape of an ultimatum, stating that you insist upon an immediate answer to your proposition + that you will neither pay more cash or give additional security. That you have so many interests that keep you busy that you can hardly afford to take up any thing new, especially one requiring the time, cost of development + work that this one does + C.

I think that they will capitulate without further delay.

If you should decide to come here, bring along a survey or description of the 160 acres in S1 which you expect to sell, so that the papers can be drawn. Yours truly,
Lawrence Rath

San Diego, Cal. October 18, 1909.

Mr. Lawrence Rath,

2080 Green St.,

San Francisco, Cal.

Friend Rath:-

Your telegram of the 18th received. I am glad to have the thing settled one way or the other any way. If you can come down I will be glad to have you so we can get the thing cleaned up at once and so I will know where I am at and can make definite plans. With kind regards,

Since writing the above, I have received yours of the 16th. Your Hebrew Director probably wrote to the National Bank of Commerce or the Blochman Banking Co. controlled by Jew concerns here. With neither bank have I ever done any business and the National Bank of Commerce have no particular love for me, but the First National Bank and the Southern Trust & Savings Bank will go the limit for me. Mr. Wangenheim is President of the National Bank of Commerce and he is also President of the Klauber-Wangenheim Co., a concern that I bucked successfully for ten years and from them I took away the Armour Packing Co. account as well as several other large accounts. This has never been forgotten.

I would just love to come up there for three or four days. Can get free transportation and the matter of expense is nothing but simply cannot leave some large deals that I am working on. I have plenty of good notes and can give plenty of

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additional security if it is necessary but it is entirely unnecessary for them to ask for any more security when they have the property and my note.

Yours very truly,

EF-FS

Oct. 19, 1909.

Mr. Lawrence Rath,

2080 Green St.,

San Francisco, Cal.

Friend Rath:-

Enclosed find clippings from the Union which are explanatory and may be of interest. Believe me

Very sincerely yours,

EF-FS
Encls.

Mr. C. Fletcher

San Diego, Cal

2080 Green St.
San Francisco Oct 20/9

Dear Fletcher,
Your two letters of the 18th,
received. I will leave here tomorrow
night with the papers & probably
arrive at San Diego about noon on
Friday - I have business at Los Angeles
but will attend to it on the way back

I don't think the company will take
less than 20000 all cash for the prop-
erty, but will sound them on the
matter & let you know when I ar-
rive there - With best regards, I

Remain
yours truly
Lawrence Rath

Nov. 11, 1909

Mr. Lawrence Rath,

2080 Green St.,

San Francisco, Cal.

Friend Rath:-

I had an escrow with Mr. Wahl where in he agreed to
pay for the property on the 14th. He notified me to day that
he did not have the money and did not definitely promise when he
would put it up. So far as the escrow is concerned it is void at
my option.

Now it means that unless Mr. Wahl comes through by
the first of December, I will have to go to the Bank and get the
money or call the whole deal off. Now I don't feel like doing
that for if I had to put up my own money on Dec. 1st to make the
first payment, then I would want the question of your commission
settled.

Will you be satisfied with a commission of \$500.00
payable in the form of note bearing 6% interest for a period of
one year. I have sold no property whatever excepting the option
of Mr. Wahl and can now see the foolishness of trying to sell it
in small tracts without clearing the land that can be plowed. T
This will take considerable money.

Kindly let me hear from you as what you consider is
fair in a settlement of your commission as per our agreement, as

LR #2

Nov. 11

I want to get an expression from you before Dec. 1st. I can see now that in any event I will have to put up considerable money to develop the property and put it in shape to sell before I ever get anything in return for it; and these long winded affairs are apt to bring misunderstandings that mean unsatisfactory results for both of us.

Yours very truly,

EF-RO

San Francisco Nov. 14, 1909
Mr. Ed Fletcher,
San Diego, Cal.

Dear Fletcher,

Yours of the 11th, received.
In answer, will say that I would not
by any means be satisfied with a
commission of \$500. or any other
"commission." I thought that we
had an understanding in accordance
with my letter to you of Aug 8th, and
your answer of the 17th, that I should
be interested with you, equally, in the

profit of any deal made, you to be paid for your services and re-imbursed for expenses and any money you advanced.

You don't seem to realize that without my help at this end, no such deal as the one under contemplation could possibly have been pulled off.

The only reason the company consented to take \$20,000. was because of its belief that the Merced Co. lands, together with the property in other counties, when sold at the price which I fixed, would enable it to come out even.

Therefore, this saving in the purchase price amounts to a substantial

contribution on my part.

Another thing, without my assistance, the property could not have been purchased on such terms as is involved in this deal & it was only by my continual praise of your ability and financial standing that the Company decided to take a chance.

I don't mean to intimate that I could have pulled off this deal entirely alone, but you couldn't either.

You will perhaps remember that when we took lunch together at the Newport Cafe, during my first trip there and when we first mentioned the subject

of working this deal together, I asked you what your ideas were as to how the property should be developed and handled. You stated that you had certain ideas in mind, but didn't propose to give them away unless you were in on the deal & that there was a possibility of making \$100,000. if your ideas were carried out.

That sounded good to me that I at once concluded that I'd like to be in on such a deal. I explained to you then that I had no money & therefore could not put up any sum to help to finance a deal & you stated that if an option could be secured, a portion of the land might be sold in order to make the

135
first payment. It was then that I intimated that I would recommend to the Company that it take \$20,000 (after first ascertaining the amount it must realize on all lands in order to come out even).

You also stated that you were in a position to get the land cleared of brush at a very low cost by reason of your business associations with those who would do the work and that you would be willing to advance the money for that purpose and to develop the land provided that you should be reimbursed for same and for your services out of the profit. Our idea at that time was

that the mountain land might be sold for enough to pay for the entire tract which would leave us the good land free and clear. We then agreed to take up this scheme and handle it on the best terms possible & share in the profits equally.

My letter of Aug 8th, and your answer of the 17th, seem to be in harmony with that conversation.

When I left San Diego at that time it was with the understanding that I should "feel the company out" and advise you what kind of an offer to make.

I merely mention the above facts to refresh your recollection, as you may have forgotten about it.

I'm sorry that we did not have an extended

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talk about this during my last trip to San Diego, but I thought that you understood that I was to have a half interest.

Now Fletcher, I want to be frank with you and fair with you & at the same time, I want you to feel perfectly satisfied and as friendly towards me as you are with your other business associates in your various business enterprises & I now make this proposition:

Instead of a half interest as I supposed I was to have, I am willing to take one-third interest and you to have the other two-thirds interest but it is to be distinctly understood, that I am to be in ^{proportionately} every deal regarding this land, that you are,

Nov. 16, 1909

Mr. Lawrence Rath,

San Francisco, Cal.

Dear Friend Rath:-

I received a letter and copy of resolutions from Mr. Winn today and thank you for having same forwarded. I am sorry to say that Mr. Wahl did not come through with his contract as agreed in the escrow. His contract called for \$2000.00 on the 14th.

I consider Wahl good and he could be forced to pay in case suit was brought against him. I think he will come through all right in time, but in the meantime it means my taking the brunt of it.

I wrote you several days ago in regard to the matter of your commission and would be pleased to hear from you in the matter before the first of December. I am sorry that I have not been able to dispose of the land as rapidly as we had hoped and feel sure you understand the situation.

Yours very truly,

EF-BO

from the first to the last whether it takes one month or 20 years or more & that I am not required to put up any money, but any sums that you or any others you may take in with you, advance are to be repaid out of the profit together with compensation for your services in developing & handling the transaction.

As to Wahl falling down with his deal, I think that some one else should be found within a short time to take his place, therefore should you borrow money at the bank to make this first payment, it would only be temporary.

Now if you decide to let the whole deal drop, please advise me as I wish to begin laying lines to interest some Los Angeles people in taking up this deal & if they should decide to purchase, they will require a San Diego representative & I'll be only too glad to recommend you. They will be good people for you to know as they have plenty of money & you might interest them in other deals there.

Yours truly, Lawrence Rath

Nov. 16, 1909

Mr. Lawrence Rath,

2080 Green St.,
San Francisco, Cal

Dear Rath:-

Yours of Nov. 14th at hand and contents noted. Of course you must realize that things have not developed as rapidly and the way that we originally talked of. The understanding was that the thing would be handled so I would not have to put up any money, but conditions have changed.

I recognize that you have helped to put the deal through materially, yet I also realize the utter impossibility of selling that ranch today to anyone for \$20,000.00. I would rather throw the whole deal up than have any misunderstanding with you to effect our personal friendly relations.

You see I am a born trader and I don't like to be tied down the way you put it in your letter for I may want to trade some of the land for lots in San Diego, or for another ranch somewhere else, or I may want to form a syndicate and only have a ~~partial~~ interest in the same; and I can see right now that if I took this ranch in within three years I would have forty to fifty separate accounts at least, and the bookkeeping would be some thing fierce.

As a matter of fact, if I took over that property in all

L. Rath #2

probability I would sell it to three hundred different people before I got through with it.

Now the proposition is more bother than it is worth if I had to carry all these different accounts, render you statements on the basis of a partnership as I would have to do. If I bought the ranch, it is possibly I would take a thousand acres myself, build a home on it and go into the cattle business raise some eucalyptus and farm it.

I wouldn't for one minute consider being dictated to by you in the matter of when and how and for what price the property is to be sold. If we did any business at all along the lines that you suggest in your letter of the 14th, I would want the privilege of buying in any portion of the land myself that I desired at any time, and if we couldn't agree on the price, the matter might be left to arbitration.

I write this way simply to simplify matters, for as I stated before I am a born trader and in all probability a large portion of this land I would trade off for other lands, or possibly cattle, horses, hay or any old thing.

So the only thing I can say to you, the only way to do would be for you to give me the right to buy in any property that I want for my own account at prices to be mutually agreed on or left to arbitration in the usual way if we could not agree on the prices of the property.

L. Roth #3

In addition, I would want my expenses and the usual commission for subdivision of 25%. This is what I am being paid by the Crossmont Co. as well as my contract with the South Coast Land Co. As a matter of fact, the South Coast Land Co. paid all my expenses and put up the money and gave me 25% of the profits of the real estate after deducting of course the principal and interest and expenses.

Now if you are satisfied with one third of the net profits after deducting expenses, commission and etc. in the sale of all the property whether it be to myself or lines outlined as above, or to others, I will consider this arrangement as satisfactory in case I take up the option on or before Dec. 1st.

I have no desire to do you any injustice and in time this property ought to be very valuable, but I don't want to do all the work and take all the responsibility and give way half of the profit.

Yours very truly,

EF-EO

2080 Green St.
San Francisco, Nov. 21/09.

Mr. Ed Fletcher
San Diego, Cal.

Dear Fletcher, Yours of the 16th received.
I am satisfied to trust you for a square deal & go ahead on the terms mentioned in your letter of the 16th, provided of course that you are not to be entitled to any commission in cases where you buy parts of the land yourself. I also think that we should have a more definite understanding as to just what the 25% applies to. I suppose you mean that you are to have 25% of the profit made on any deal (plus your expenses) for your

commission, before the balance, of which $\frac{2}{3}$ goes to you and $\frac{1}{3}$ to me, is to be divided. This is satisfactory to me, but without such understanding, your letter might be construed to mean that you are to have 25% commission on the gross amount of sales, regardless of the profit, in which case I would be indebted to you for commission on parts of the land sold at less than 25% profit.

I am willing to leave the handling and sale of the land entirely to you and don't even expect to make any suggestions unless you invite them. I expect you to handle this just as if I was not interested & whether you win, lose or break even, I'll be satisfied, but I hope you'll "make a biga de mon".

Yours truly,
Lawrence Rath

P.S. Let me know about increase in family.

Nov. 25, 1909

Mr. Lawrence Rath,

2020 Green St.,

San Francisco, Cal.

Dear Friend Rath:-

Yours of the 21st at hand and contents noted. If we agree on the valuation of the land that I take over, then of course there would be no commission; but in case the value of it is appraised, then I should get the regular commission that is secured for out of town property.

Now when it comes to the subdivision of land into twenty or forty acre tracts, and we get from thirty to forty dollars an acre for it, it will take a great deal of time and hard work to subdivide properly. My experience is worth money to the proposition; and as stated before, where I cut it up into twenty and forty acre tracts and sell it at this high price, 25% commission on the gross is only fair and this is what I will want.

I am getting that from the Grossmont Park Co. and even the Halston Realty Co. of San Diego gets 20% commission for the subdivision and sale of property in Ocean Beach and University Heights within the city limits of San Diego. They pay ten per cent commission for the sale of these lots so I understand, and I will have to pay out of my 25% commission in all probability 10% or even more in order to get the real estate men of San Diego to go out there and show the property.

L Rath #2

Nov. 25, 1909

as it will be included in the 25% that I get.

Now, old man, I appreciate your expression of confidence as outlined in your letter of the 21st, and certainly unless it will pay to subdivide into small tracts, I will not do it and if the property is sold in lump, then I shall only ask what is right in the matter of commission and divide with you.

Unless I hear from you to the contrary before I consummate the deal in the purchase of the property as per the escrow, I will take it for granted that this is satisfactory.

Yours very truly,

RF-30

Nov. 25, 1909

Mr. Lawrence Rath,

2080 Green St.,

San Francisco, Calif.

Dear Friend Rath:-

Yours of the 21st at hand and contents noted. If we agree on the valuation of the land that I take over, then of course there would be no commission; but in case the value of it is appraised, then I should get the regular commission that is secured for out of town property.

Now when it comes to the subdivision of land into twenty or forty acre tracts, and we get from thirty to sixty dollars an acre for it, it will take a great deal of time and hard work to subdivide properly. My experience is worth money to the proposition; and as stated before, where I cut it up into twenty and forty acre tracts and sell it at this high price, 25% commission on the gross is only fair and this is what I will want.

I am getting that from the Grossmont Park Co. and even the Ralston Realty Co. of San Diego get 20% commission for the subdivision and sale of property in Ocean Beach and University Heights within the city limits of San Diego. They pay ten per cent commission for the sale of these lots so I understand, and I will have to pay out of my 25% commission in all probability 10% or even more in order to get the real estate men of San Diego to go out there and show the property.

Rath #2

Of course I take care of the commission in this case as it will be included in the 25% that I get.

Now, old man, I appreciate your expression of confidence as outlined in your letter of the 21st, and certainly unless it will pay to subdivide into small tracts, I will not do it and if the property is sold in lump, then I shall only ask what is right in the matter of commission and services rendered.

Unless I hear from you to the contrary before I consummate the deal in the purchase of the property as per the escrow, I will take it for granted that this is satisfactory.

Yours very truly,

EF-BO

Dec. 1 1909

Mr. Lawrence Rath,

San Francisco, Calif

Dear Sir:-

The enclosed letter is explanatory and for your information. Wahl has not come through yet, but I expect him to do so any day. I expect to come to San Francisco if possible within the next week or ten days to meet my father-in-law and will certainly look you up.

With kind regards, I remain,

Yours very truly,

EF-BO

DEC 9 1909

2080 Green St
San Francisco, Dec 6/09

W B Fletcher

San Diego Cal

Dear Fletcher,

Yours of the 1st, received.
I shall be delighted to see you when
you come to this city. I hope that
the weather will be good so that we
can get around & see the town.

The company wrote you today regarding
the 10 acres in lot H 8.

I think that you had better let the
matter rest until you visit this city
& then take up the matter with Mr
Nunn personally.

He censured me a little for giving you

the assurance that the company
would do what was right in the
matter of adjustment as he did
not want any such hope held
out, even though I had ~~not~~
no authority to bind the company
in the matter.

Please send me clippings from
the newspapers containing the
announcement of the sale -

Hoping to see you soon I

remain

Yours truly

Lawrence Rath

Dec. 13, 1909

Mr Lawrence Rath,

2080 Green St.,

San Francisco, Cal

Dear Friend Rath:-

On my return home, I find yours of the 6th. Enclosed
find clipping from the San Diego Union giving announcement sale
of the property. I made the proposition look as big as possible.
Enclosed find copy of Nov. 25th which confirms the verbal con-
versation I had with you when in San Francisco.

I was sorry, old man, that I could not be with you
more, but I was simply rushed to death. I slept every night I
was gone on the train, and it was necessary on my wife's account
as well as my business, that I get back as soon as possible.
As soon as Mrs. Fletcher is on her feet I will certainly bring
her up there for two or three days and we can accept of your
kind hospitality.

By the way the Flynn proposition is in the sale of forty
acres and is up in the air. I have never received any cash from
him yet, but when he sells his stock, I will get the money.

Yours very truly,

EF-B0

DEC 8 1909

2080 Green St.
San Francisco. Dec. 20/09
Mr. C. D. Fletcher,
San Diego, Cal.

Dear Fletcher

Yours of the 13th, containing a copy of your letter of Nov 25th, received for which I thank you.

Please send me the newspaper article from the Union which you forgot to enclose.

I hope that you and Mrs. Fletcher will be up here before long & will not be in such a hurry to get away.

The company wrote you yesterday regarding the Rolston deal. Mr. Winn thinks

Dec. 25, 1909

Mr. Lawrence Rath,

2080 Green St.,

San Francisco, Calif.

Dear Rath:-

Enclosed find receipt for box of apples expressed you today and these were raised on my mountain ranch where three feet of snow falls. Give my regards to Mrs. Rath and wishing you both many happy returns of the day, I remain,

EE-BO

Yours very truly,

that no progress has been made, but I don't agree with him, as the Collier people have committed themselves by saying that they have no interest in the property and secondly, that they would like to accommodate us with the quitclaim asked, but don't want to cloud the title to the property of the real owner.

Now when you can show them that they are the apparent real owners of record and will not be clouding anyone's title, it is up to them to do as they expressed a desire to do in their letter.

Perhaps they would have less objection to conveying it if the lot number was not mentioned. Yours truly
Lawrence Rath

Jan. 3, 1910

Mr. Lawrence Rath,
2080 Green St.,
City.

Dear Friend Rath:-

Answering yours of Dec. 29th will say I am glad you all enjoyed the apples. Enclosed find newspaper clipping which should have been forwarded to you before. I have been very fortunate with the "S" Tract so far in the matter of putting in grain. I have put over \$1400.00 in clearing the land and putting in grain. The land after it is cleared meets my expectations if not more.

Greenleaf and Flynn are not doing well in their work which is disappointing, but the other tenants are doing all right. I am paying one half the expense with Jennings in building a line fence, have had it surveyed and boundary line agreed on.

I am having trouble with Madlock. He wont put up a dollar towards building the fence, but the fence should be built so that we could utilize the land for pasturage.

With kind regards and wishing you a Happy New Year,

I remain,

Yours very truly,

Aug. 6, 1910

Mr. Lawrence Rath,
1530 Hyde St.,
San Francisco, Cal.

Friend Rath:-

I thank you for yours of July 30th, It is the information I wanted. I congratulate you on joining the fold and know you will be a better man for it. Under separate cover I am sending an Indian Basket to the bride with my compliments.

I wish you both happiness and if you are as happy as Mrs. Fletcher and I have been, I do not know what better I could wish for you.

Regarding the S tract, it is an up hill job and simply a question of holding on. I have sold two or three small pieces on the basis of 10% down and the balance in 5 equal payments, but I have not had enough cash out of it to pay the taxes and my note.

I hope things will turn later on.

With kinds regards to you and madam, I remain

Yours very truly,

CD

Sept, 9, 1910

Mr. L. Rath,

1530 Hyde St.,

San Francisco, Cal.

My Dear Mr. Rath:-

My brother-in-law had hard work in getting a basket that he cared to send you until today. This basket was made by "Ambrosia" an old mission Indian 76 years of age and I know her well.

Kindly remember me to Mrs. Rath. I hope to see you soon, believe me,

Yours very truly,

EF/CD

Dec, 29, 1910.

Mr. Lawrence Rath

c/o California Title Insurance & Trust Co.

San Francisco, Cal.

Dear Mr. Rath:

Answering yours of the 27th will say I hope to be in San Francisco soon and will look you up and talk matters over. We have put \$40,000.00 in the Fletcher Salmons Bldg. adding two stories since you were here and it has nearly busted me. The "S" Tract has been going very slow. I am thinking of forming a Corporation and making a eucalyptus proposition out of it but I do not want to make a long winded affair out of it and have the agreement with you, ^{to} be handed down to my children. Let me know what you will take for your interest in the proposition and if I can put the deal ^{to} through, I will do so, if possible.

Yours very truly,

EF/CD

699

Feb. 22, 1912

Mr. Lawrence Rath,
Calif. Title Ins. & Guaranty Co.,
San Francisco, Calif.

Friend Rath:

Referring to our verbal understanding when in San Francisco last will say that I have a party who will soon be here and whom I desire to join in with me in the matter of properly developing lots ^{48 49-50} 42-43-44-48-49-50 and 51 of the S-tract by building roads, planting trees, etc. It will be a ten-year proposition if anything is done, and for that reason I don't care to go into it and have any strings on it.

My understanding of our verbal agreement is this: that I have an option for ninety days from date of crediting a net amount of \$15,000.00 on our account for the property above described in full of account, and this will be satisfactory to you, providing I can pay the deal through within the time limit. I am sure this will give us a handsome profit, if I can put this deal through and there will be dividends coming to you very shortly. I wanted this matter confirmed in writing before anything was done, so there could be no misunderstanding. If my understanding is right, kindly sign

and return the enclosed.

EE/K
Enc

very truly yours,

699

San Francisco, Calif.
February 23d, 1912.

Mr. Ed. Fletcher,

San Diego, Cal.

Dear Sir:

Answering yours letter of Feb. 22nd, regarding the sale of lots 42-43-44-48-49-50 and 51, S-tract, Rancho El Cajon will say, if you can put the deal through within ninety days from date, the above proposition will be satisfactory and is accepted by me.

very truly yours,

Lawrence Rath

699

Apr. 18, 1912

Mr. Lawrence Rath,
Cal. Title Insurance & Trust Co.,
San Francisco, Cal.

Friend Rath:

Referring to my letter of Feb. 22nd to you and your answer of Feb. 23d wherein you give me an option for ninety days of crediting a net amount of \$15,000. on our account in full payment to you for any interest that you may have in Lots 42-43-44-48-49-50 & 51 of the S-Tract, Rancho El Cajon, San Diego County, California, will say that your proposition is accepted, and I am now closing a deal with another party to take a half interest with me in the property above described. This leaves a balance of \$5000. against the other lots in the S-Tract, together with the expenses paid out by me to date on the property.

I hope to be in San Francisco the first of the month, and will try and have a statement of the account to go over with you by that time. Write and let me know if you are going to be in San Francisco between the 1st and 5th of May.

EF/K

With kind personal regards,

Very truly yours,

Apr. 18, 1912

Mr. Lawrence Rath,
California Title Insurance & Trust Co.,
San Francisco, California.

Friend Rath:

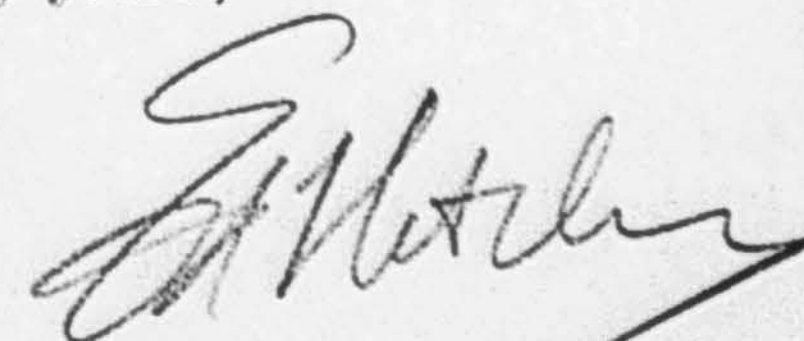
Referring to my letter of Feb. 22d to you and your answer of Feb. 23d wherein you give me an option for ninety days of crediting a net amount of \$15,000 on our account in full payment to you for any interest that you may have in Lots 42, 43, 44, 48, 49, 50 and 51 of the S-Tract, Rancho El Cajon, San Diego County, California, will say that your proposition is accepted, and I am now closing a deal with another party to take a half interest with me in the property above described. This leaves a balance of \$5,000 against the other lots in the S tract, together with the expenses paid out by me to date on the property.

I hope to be in San Francisco the first of the month, and will try and have a statement of the account to go over with you by that time. Write and let me know if you are going to be in San Francisco between the 1st and 5th of May.

With kind personal regards,

Very truly yours,

EF?K



CHARLES PAGE, PRESIDENT
IGNATZ STEINHART, VICE-PRESIDENTS
E. H. RIXFORD, TREASURER
W. H. BABCOCK, SECRETARY
H. D. LAWRIE, SECRETARY

AUTHORIZED CAPITAL \$1,000,000
SURPLUS AND PAID UP CAPITAL \$900,000

A. H. WINN, MANAGER
E. H. RIXFORD, ATTORNEY
B. S. WILKINS, ASST. ATTORNEY
GENERAL COUNSEL:
PAGE, McCUTCHEN & KNIGHT
OLNEY, PRINGLE & HANNOX

California Title Insurance and Trust Company

KOHL BUILDING
PRIVATE EXCHANGE, KEARNY 1029

San Francisco, April 29, 1912

Mr. Ed Fletcher,
San Diego, Cal

Dear Fletcher,

Your letter of the 18th notifying me of your accepting option on lots 42, 43, 44-48-49-50 & 51 of the S. Tract by allowing a net credit of \$15,000.00 was received. This leaves a balance of \$50,000.00 against the other lots plus expenses. I trust that your deal will prove profitable and that it will develop the surrounding property.

I expect to be in this city from May 1st to the 10th & will be glad to see you. Have been snowed under with work lately. Yours truly
Lawrence Rath

THE WESTERN UNION TELEGRAPH COMPANY

25,000 OFFICES IN AMERICA. CABLE SERVICE TO ALL THE WORLD

This Company TRANSMITS and DELIVERS messages only on conditions limiting its liability, which have been assented to by the sender of the following message. Errors can be guarded against only by repeating a message back to the sending station for comparison, and the Company will not hold itself liable for errors or delays in transmission or delivery of Unrepeated Messages, beyond the amount of tolls paid thereon, nor in any case beyond the sum of Fifty Dollars, at which, unless otherwise stated below, this message has been valued by the sender thereof, nor in any case where the claim is not presented in writing within sixty days after the message is filed with the Company for transmission. This is an UNREPEATED MESSAGE, and is delivered by request of the sender, under the conditions named above.

THEO. N. VAIL, PRESIDENT

BELVIDERE BROOKS, GENERAL MANAGER

RECEIVED AT
74 G S KOLL

San Francisco, Cal. April 30-12

Ed Fletcher -

San Diego, Cal.

Answered yours April eighteenth yesterday everything satisfactory
expect you May seventh.

Lawrence Rath

1025a

78

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

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

o o p y

San Francisco, Cal., April 30, 1912

Ed Fletcher
San Diego, Cal.

Answered yours April eighteenth yesterday Everything
satisfactory Expect you May seventh

LAWRENCE RATH

1025 a

CALIFORNIA TITLE INSURANCE AND TRUST COMPANY

San Francisco, April 29, 1912

Mr. Ed Fletcher,

San Diego, Calif.

Dear Fletcher:

Your letter of the 18th notifying me of your accepting option on lots 42, 43, 44, 48, 49, 50 and 51 of the S Tract by allowing a net credit of \$15,000 was received. This leaves a balance of \$5,000 against the other lots plus expenses. I trust that your deal will prove profitable and that it will develop the surrounding property.

I expect to be in this city from May 1st to the 10th and will be glad to see you. Have been snowed under with work lately.

Yours truly,

LAWRENCE RATH

TITLE INSURANCE AND GUARANTEE COMPANY
ESTABLISHED 1848 — INCORPORATED 1902

O. A. ROULEAU, PRESIDENT
WALTER C. CLARK, VICE PRESIDENT
DONZEL STONEY, MANAGER

250 MONTGOMERY STREET
TELEPHONE GARFIELD 2170

STONEY, ROULEAU, STONEY & PALMER
COUNSEL

SAN FRANCISCO

August 7, 1922

Mr. Ed. Fletcher,
San Diego,
Calif.

Dear Fletcher:

I expect to leave this city next Sunday morning to spend my two weeks vacation between Los Angeles and San Diego and would like to time my trip so as to be able to meet you in San Diego and go over our matters connected with the "S" tract. Please have a statement made showing receipts and disbursements from lots sold in which I am interested.

I would also like to know approximately the number of acres remaining unsold lying north of the State Highway.

Please let me know whether or not you expect to be in San Diego between the 14th and 25th, and oblige.

Yours very truly

Lawrence Rath

LR/DEP

270-3

August 9, 1922

Mr. Lawrence Rath,
Title Insurance & Guaranty Company,
250 Montgomery Street,
San Francisco, California.

Friend Rath:

Glad to hear from you again. I expect to be
here all the time as mentioned by you. Telephone me or
wire me two or three days ahead of time so I will be
sure and be in the office.

In haste,

EF:KLM

An attractive
offer made by
telegraph will
sur the most
sluggish
buyer.

SYMBOL
Blue
Nite
N L
Symbols
number of
Other-
d by the
check.

WESTERN UNION TELEGRAM

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

936 5th ST., SAN DIEGO, CALIF. ALWAYS OPEN.

GSA 365 .8

LOSANGELES CALIF 19 1246P

ED FLETCHER 202

920 8 ST SANDIEGO CALIF

EXPECT TO ARRIVE THERE ABOUT TWO OCLOCK MONDAY
LAWRENCE RATH..

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L
If none of these three symbols appears after the check (number of words) this is a telegram. Other- wise its character is indicated by the symbol appearing after the check.	

1922 AUG 19 PM 12 54

WALTER LEROY HUBER

MEM. AM. SOC. C. E.

CIVIL ENGINEER

FIRST NATIONAL BANK BUILDING
SAN FRANCISCO, CALIFORNIA

Aug. 18, 1922.

Your
File 270-3

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

Dear Mr. Fletcher:

At Mr. Huber's request I rang up
the Title Insurance & Guaranty Company
regarding Mr. Lawrence Rath. Mr. Rath is
employed by that company at the present time,
but, as nearly as I was able to learn, he
has been in their employ for only about a
year.

Very truly,

W. L. Huber

H.

August 24, 1922

File 270-3

Mr. Hugh A. Sanders,
c/o Crouch & Sanders,
San Diego, California.

My dear Sanders:

I wish you would write me a letter stating
that you have read over the agreement between Mr.
Lawrence Rath and myself, that you have not been able
to find any consideration on the part of Mr. Rath in the
matter of the purchase of the "S" Tract property, and if
you can say so, that you do not see where I am under any
leggl obligations to me, also that you would like to
know whether Mr. Lawrence Rath was in the real estate
business at the time this sale was made, or whether he
was in the employ, on a salary, of the company from
whom I bought the property. If he was in the employ of the
people from whom I bought the property, then if I own any-
thing to anybody, it is to the company from whom I bought
the property, and if I paid Mr. Rath, I laid myself
liable to be responsible to the company, as well, and
that from your investigations there is every indication
that I paid the full value of the property, and that I am
not legally obligated to pay a cent, either to the company
or Mr. Rath.

I will appreciate your early attention to
this matter.

Yours sincerely,

EF:KLM

CROUCH & SANDERS
ATTORNEYS
SPRECKELS BUILDING
SAN DIEGO, CALIFORNIA
PHONE 66446

270-3

August 26, 1922.

Colonel Ed Fletcher,

Fletcher Building,

San Diego, Calif.

Dear Sir: Re: "S" Tract Property.

I have completed my investigation of the transaction whereby you acquired the property known as the "S" Tract, and from this investigation, I am of the opinion that you are not under any legal obligation with Mr. Lawrence Rath for any compensation of any kind in connection with this deal.

I would like to know in this connection whether Mr. Lawrence Rath was engaged in the real estate business at the time you purchased this property or whether he was in the employ, earning a salary, of the company who sold this property. If he was in the employ of the firm from whom you purchased this property then if you owe anything to anybody it is to this company who sold you the property and not to Mr. Rath; and if, under this state of facts, you pay Mr. Rath anything in connection with this transaction, you will place yourself liable to respond in damages to this company.

I am of the opinion that this property was offered to you at a certain price by this company through one of its employees and that you have paid their price, and that you are not legally obligated to pay them or any of their employees anything further.

HAS:W

Very truly yours,

cc Lawrence Rath.

Hugh A. Sanders

CROUCH & SANDERS
ATTORNEYS
SPRECKELS BUILDING
SAN DIEGO, CALIFORNIA
PHONE 66446

August 26, 1922.

Colonel Ed Fletcher,

Fletcher Building,

San Diego, Calif.

Re: "S" Tract, Your File 270-3.

Dear Colonel:

I am inclosing a letter to you along the lines you have suggested with the exception that I have included in it no statement as to the value of the property as that would be a matter upon which my opinion would not be of particular weight as it is not a legal question.

Trusting that the inclosed letter will accomplish your purpose, I am

Sincerely yours,

Hugh A. Sanders

Inc.

HAS:WZ

August 28, 1922

File 270-3

Mr. Lawrence Rath,
Title Insurance & Guaranty Company,
250 Montgomery St.,
San Francisco, California.

My dear Rath:

Enclosed herewith find photo from the summit
of Helix, also picture of Schumann-Heink at Crossmont,
and a picture of the Fletcher family, which I hope
will bring to mind a very pleasant afternoon's ride.

You will hear from me later on on the other
matter.

With kind regards, I am

Very truly yours,

EF:KLM

August 29, 1922.

270-3

Mr. Lawrence Rath,
Title Insurance & Guaranty Co.,
250 Montgomery Street,
San Francisco, Calif.

Friend Rath:

I submitted your letters and mine to my
attorney, in order to know just where I stood with you in
this matter, and to what extent I was obligated, as well
as what your legal rights were. His answer of August 26th,
a copy of which is herewith inclosed, certainly comes as
a surprise. I want to live up to the moral, as well as
the legal obligation, however, and under all the circum-
stances, I wish you would write me a letter, letting me know
what will satisfy you for any claims that you think you may
have upon me.

Very sincerely yours,

EF:AH

September 21, 1922

File 270-3

Mr. Lawrence Rath,
Title Insurance Guaranty Bldg.,
250 Montgomery,
San Francisco, California.

My dear Rath:

I wrote you a short time ago. Let's get this
unfortunate matter settled up to our mutual satisfaction
as between friends.

Kindly let me hear from you in relation thereto.

Yours sincerely,

EF:KLM

TITLE INSURANCE AND GUARANTY COMPANY

ESTABLISHED 1848 — INCORPORATED 1902

250 MONTGOMERY STREET

TELEPHONE GARFIELD 2170

STONEY, ROULEAU, STONEY & PALMER
COUNSEL

G.A. ROULEAU, PRESIDENT
WALTER C. CLARK, VICE PRESIDENT
DONZEL STONEY, MANAGER

SAN FRANCISCO

September 23rd, 1922

Mr. Ed Fletcher,
Fletcher Bldg.,
San Diego, Calif.

Dear Ed:

Yours of the 21st received. The reason I did not
reply to your letter of August 29th was because I expected
you would be in this city in the course of a week or so to
attend a meeting of the State Foresters Commission.

Relative to our matters, will say that I never
considered anything but the moral side of the transaction.
When I was there you will remember that I made a proposition
to settle for \$7500.00. If this is not satisfactory, I think
it is up to you to make me a proposition. I have never
lost confidence or questioned your intention to carry out
your arrangement with me.

With kindest regards, I remain

Yours very truly

Lawrence Rath

LR/DEP

October 6, 1922

File 270-3

Mr. Lawrence Rath,
c/o Title Insurance & Guaranty Co.,
250 Montgomery St.,
San Francisco.

My dear Rath:

Answering yours of September 23d, will say
I did intend to see you a week ago last Saturday, but
the train was late and we did not arrive until three
o'clock Saturday afternoon on account of a wreck and
I rush to the Republican Central Committee Convention
immediately.

I will be up and see you in a few days.

Yours sincerely,

KLM

CLASS	SYMBOL
Blue	
Nite	
N L	

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

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

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

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

RECEIVED AT 936 5th ST., SAN DIEGO, CALIF. ALWAYS OPEN.

270-3

1922 NOV 27 PM 10 25

GSA737 40 NL

SAN FRANCISCO CALIF 27

ED FLETCHER

536

FLETCHER BLK SANDIEGO CALIF

DO YOU EXPECT TO VISIT SAN FRANCISCO SOON IF NOT COULD I SEE YOU
AND GO OVER OUR MATTERS IF I ARRIVE THERE FRIDAY ONE OCLOCK AND
RETURN FROM THERE SUNDAY NOON WOULD RATHER WAIT IF YOU ARE COMING
HERE SOON

LAWRENCE RATH.

Form Tel. 5E

FEDERAL TELEGRAPH COMPANY



TELEGRAM

R. P. SCHWERIN, Pres.

The Federal Telegraph Company transmits and delivers this message subject to the terms and conditions accepted by sender.

RECEIVED NO.	TIME FILED	CHECK	INDICATE BY	X	RATE DESIRED
Send the following message, subject to the terms and conditions printed on the back hereof, which are hereby agreed to.					DAY MESSAGE
					DAY LETTER
					NIGHT MESSAGE
					NIGHT LETTER

November 28, 1922.

Lawrence Rath,
Title Insurance & Guaranty Co.,
250 Montgomery Street,
San Francisco, Calif.

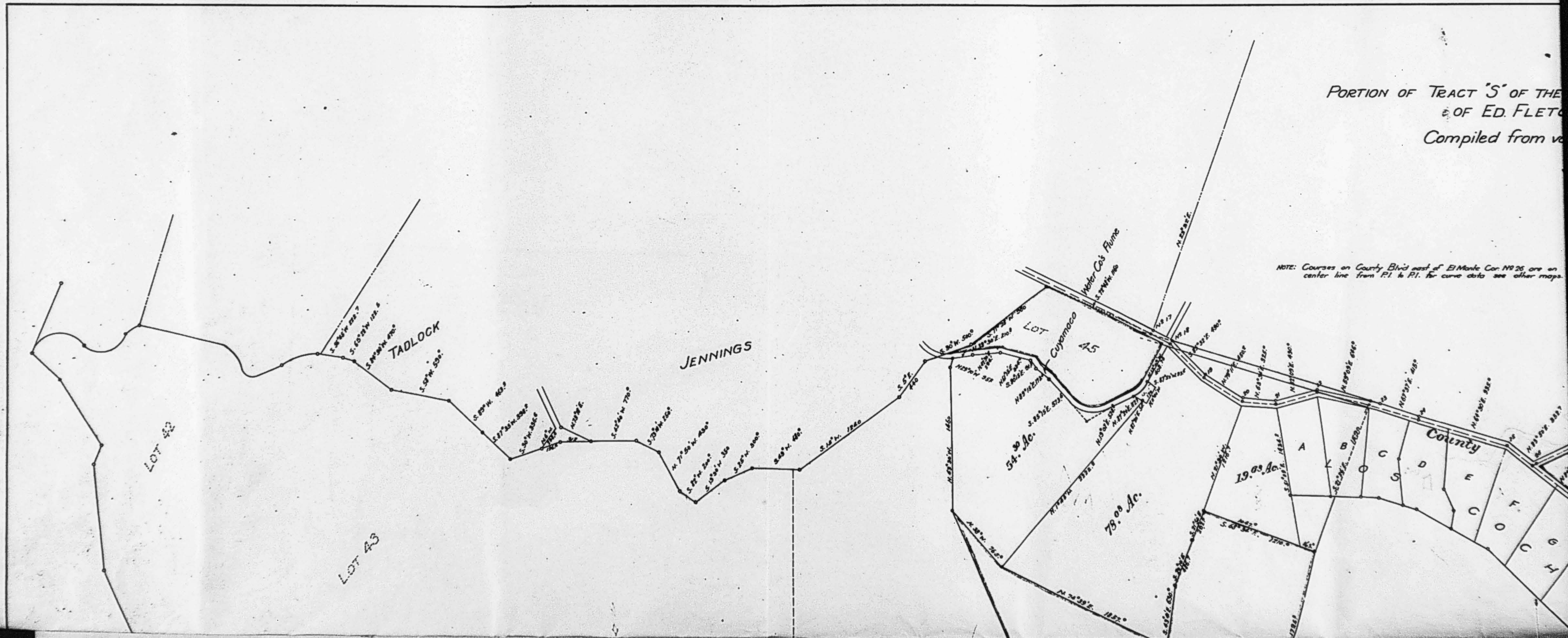
Answering your telegram expect to be in San Francisco next week If
not will be there soon and will certainly see you

ED FLETCHER

Chg. Ed Fletcher Co.

250 MONTGOMERY ST.
SAN FRANCISCO

NOTE: Courses on County Blvd east of El Monte Cor. NS 26 are on center line from P.I. to P.I. For curve data see other maps.



MAP OF A

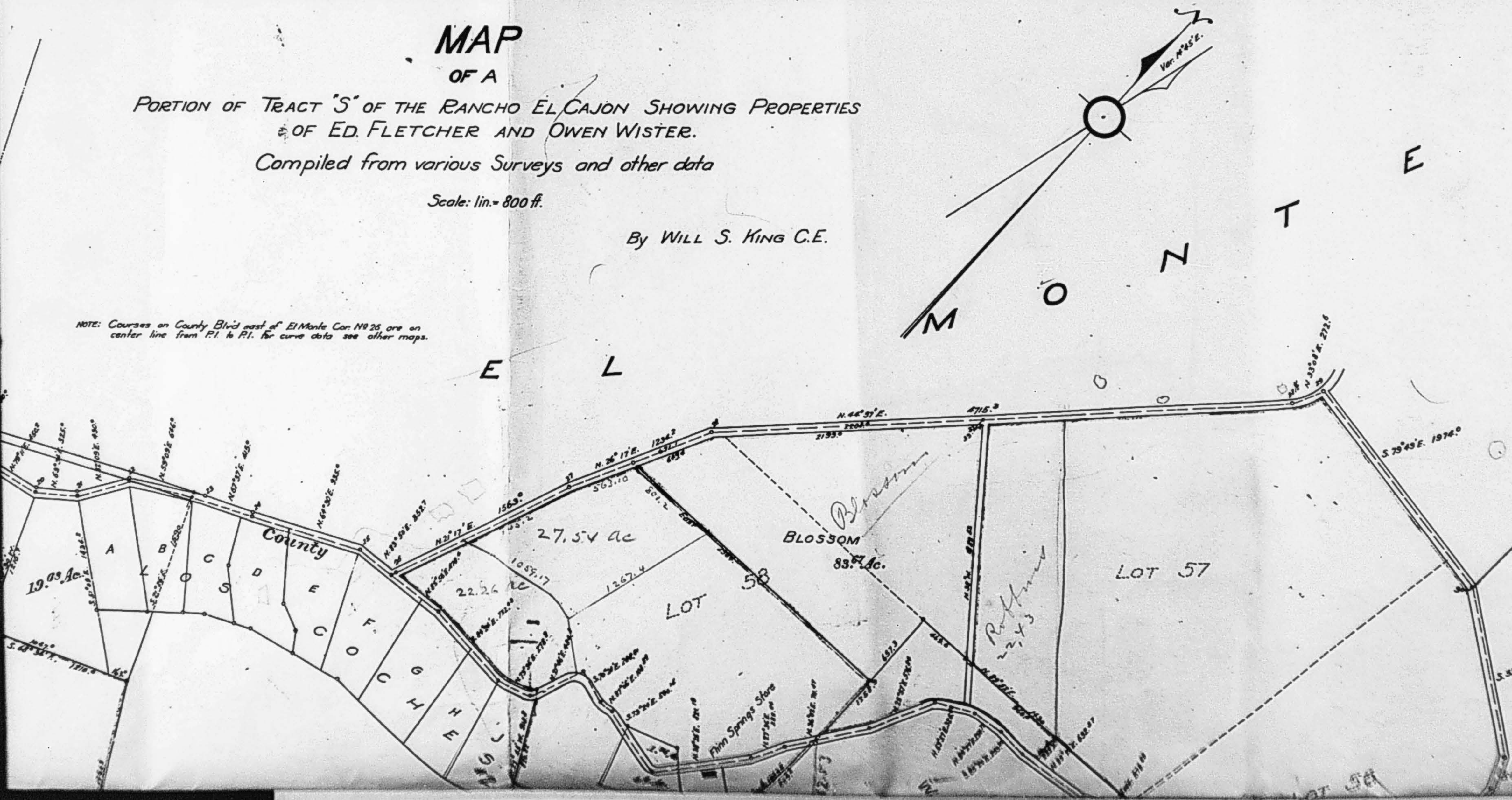
PORTION OF TRACT "S" OF THE RANCHO EL CAJON SHOWING PROPERTIES
OF ED. FLETCHER AND OWEN WISTER.

Compiled from various Surveys and other data

Scale: lin. = 800 ft.

By WILL S. KING C.E.

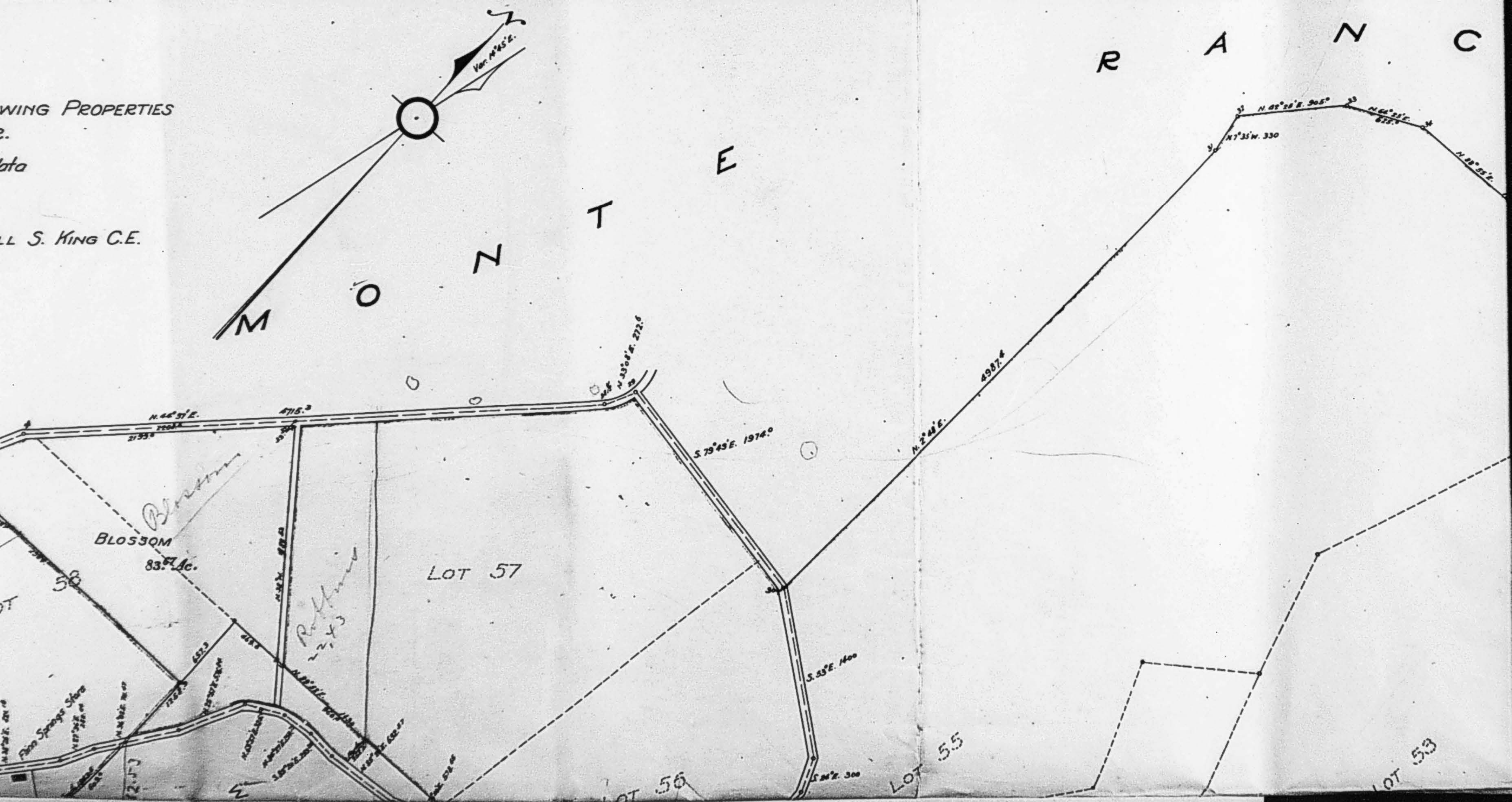
NOTE: Courses on County Blvd east of El Monte Cor. N 26 are on
center line from P.I. to P.I. For curve data see other maps.



2.

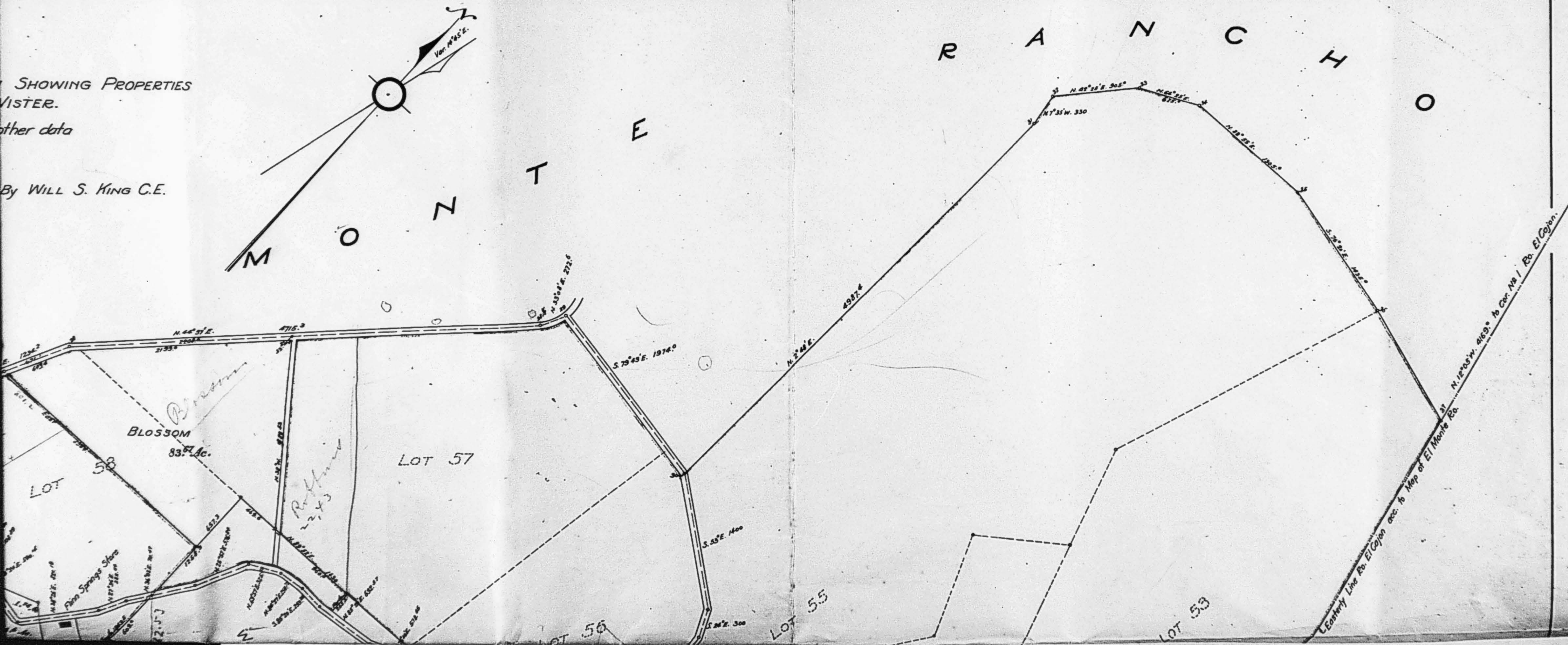
data

L. S. KING C.E.



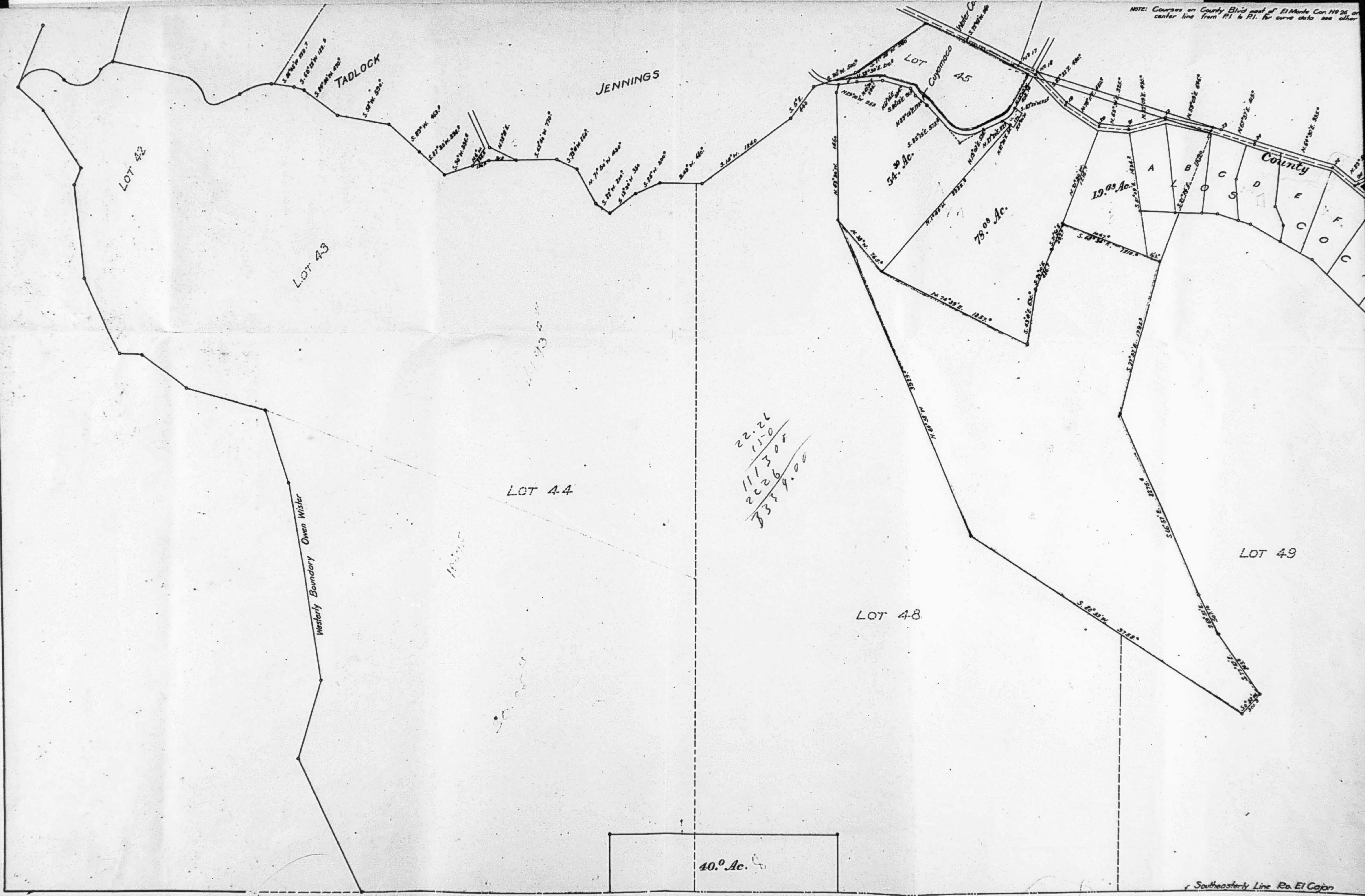
other data

By WILL S. KING C.E.



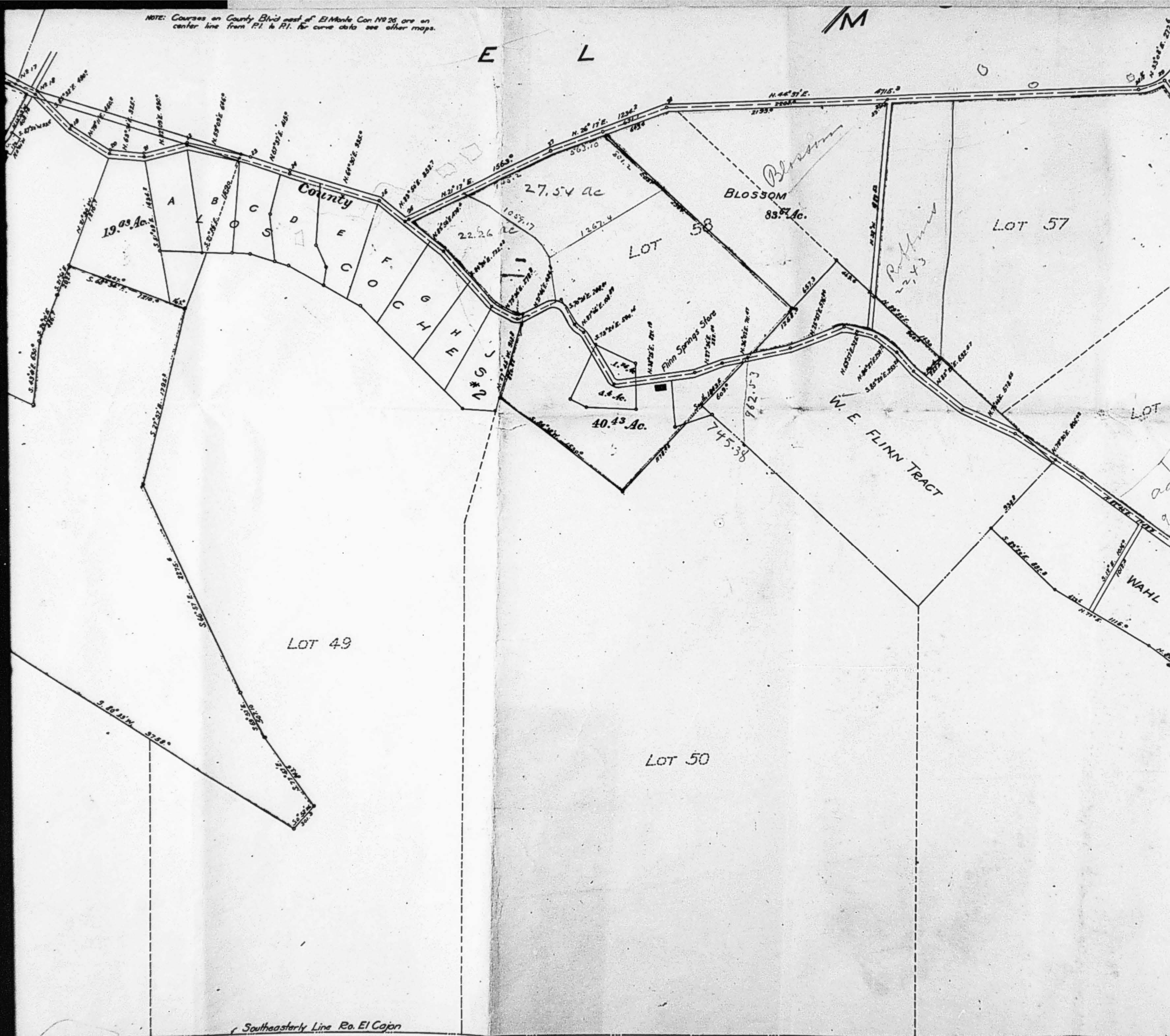
NOTE: Courses on County Blvd west of El Monte Con N926 or center line from P1 to P1. for curve data see other

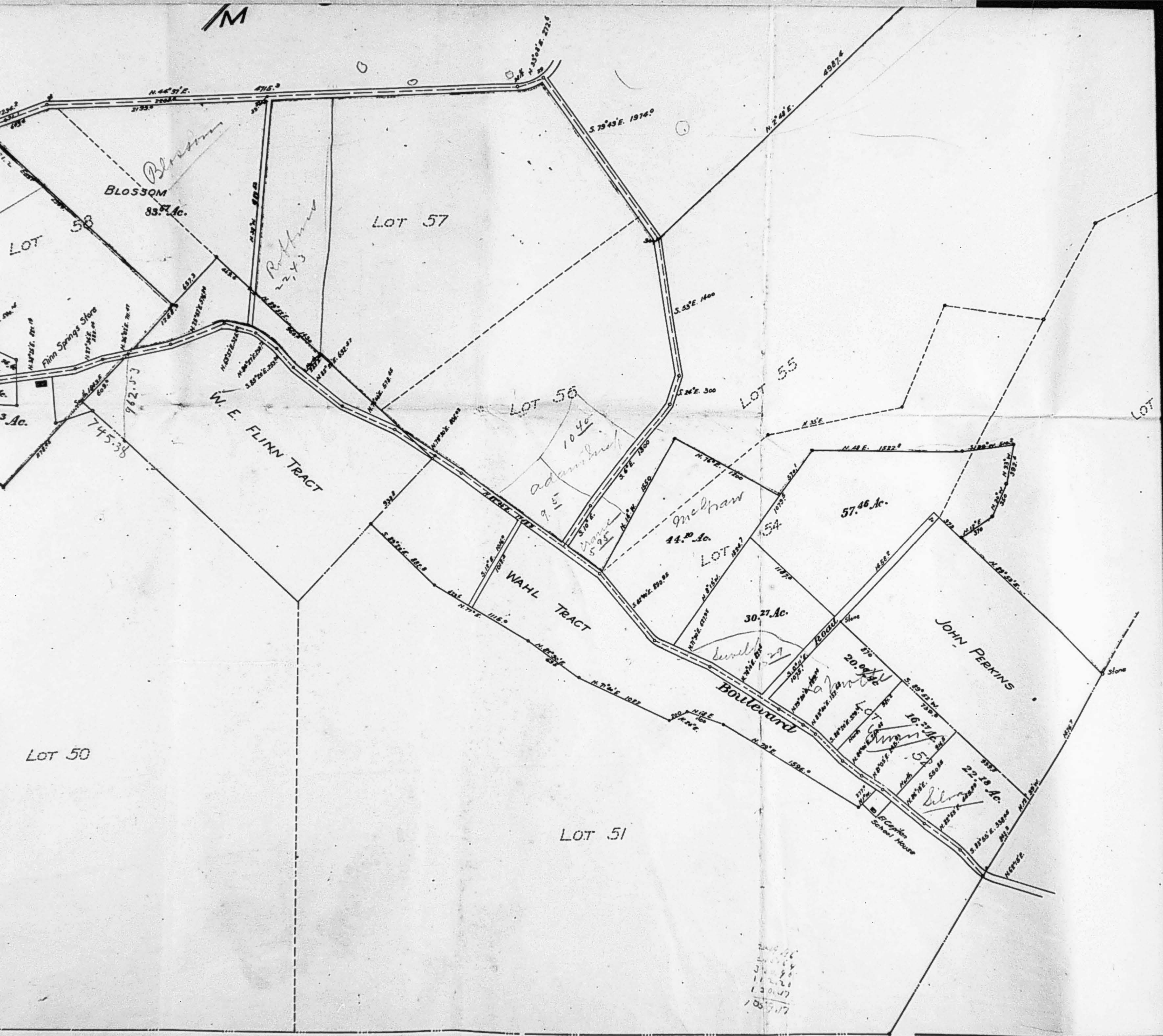
Small white house

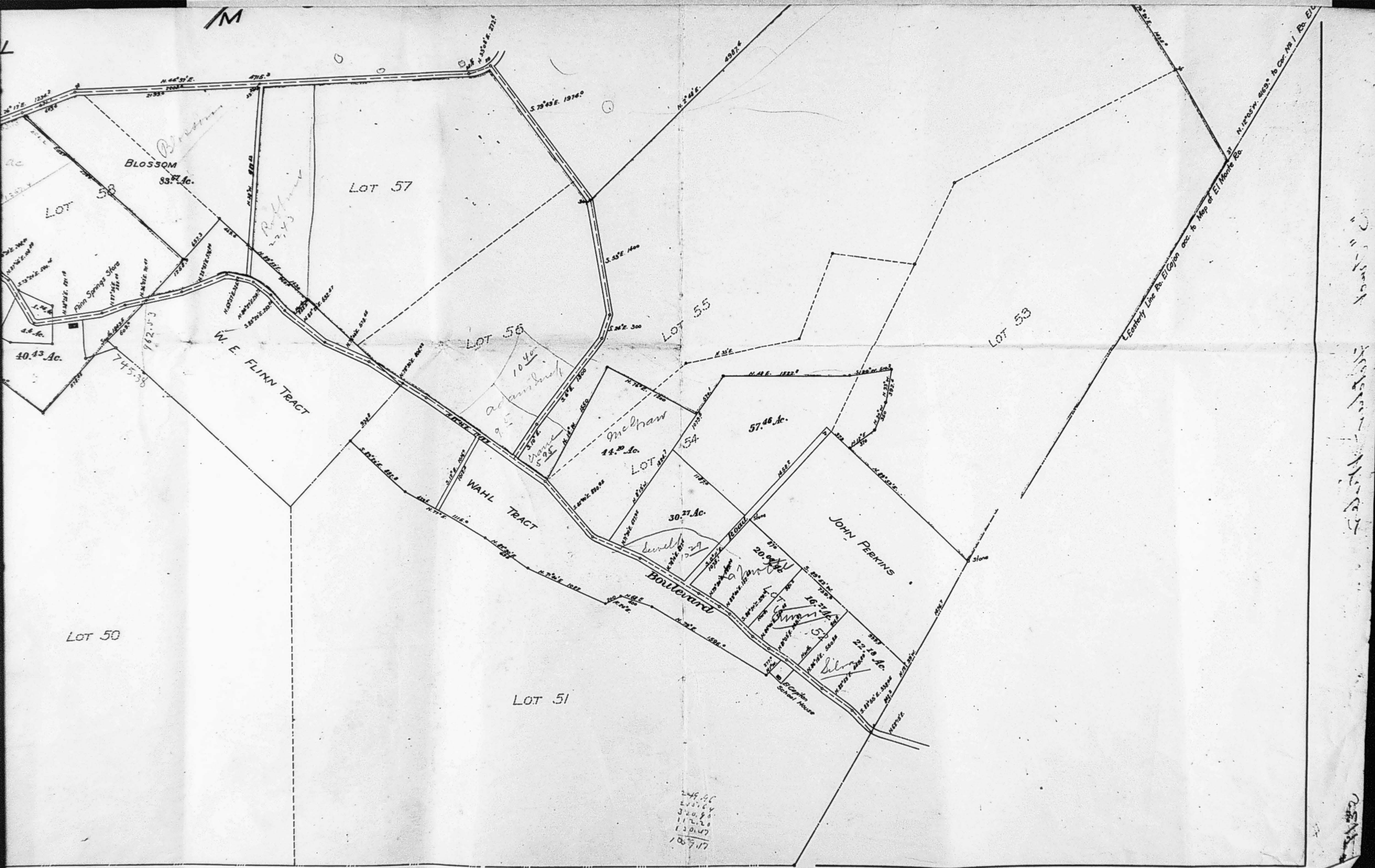


Southeasterly Line Co. El Cajon

E L







1000000

121000

100

5-3

"S" Tract Statement. Expenses.

	Use Auto	Maps.	surveys	Ctfs.	Taxes.	Labor Lumber Pipe	Grading	Comm.
1909	285.00	3.15	110.25	29.80	133.50			
1910	160.75	6.48	167.80	59.65	334.23	728.40	1448.60	66.25
1911	140.00	1.69	153.25		288.75	770.52	69.00	
	585.75	11.32	431.30	89.45	756.48	1498.92	1517.60	66.25
1912				89.52	134.40	245.71	42.00	
1913	15.00	.45	30.00	15.00	107.35	136.97	51.85	
1914	15.60				128.16	82.00		
1915					111.66	66.58		
1916			83.50		157.38	96.75	50.00	
1917	15.00	4.70			192.38	24.95	50.00	
1918			5.00	35.10	299.73	96.88	257.00	
1919	146.00	2.60	87.90	91.19	310.65	975.20		17.50
1920		.97	8.50	24.95	331.05	557.26		
1921		1.26		24.90	297.47	1938.75		
1922			85.45			6391.61	168.50	
	191.00	9.98	300.35	280.66	2070.23	10612.66	619.35	17.50

Total expense	Year	1909	561.70
"	"	1910	2972.16
"	"	1911	1423.21
"	"	1912	511.63
"	"	1913	356.62
"	"	1914	225.16
"	"	1915	178.24
"	"	1916	387.63
"	"	1917	287.03
"	"	1918	693.71
"	"	1919	1631.04
"	"	1920	922.73
"	"	1921	2262.38
"	"	1922	6645.56
			19058.80

Totals for years 1909-1910-1911
" " " 1912 to 1922 inc,

4957.07
14101.73
19058.80

This does not include interest on principal, office Expense, or Mr. Fletchers personal expense thereto.

		Property sold in "S" Tract.	
Blossom	9/20/11	83.67 acres at \$75.00	6275.25
Robbins	5/6/17	22.43 " " 100.00 ✓	2243.00
Wick	2/5/16	10.40	700.00
"	4/8/18	9.5	1187.50
Crane	11/1/18	5.95 " " 50.00	297.50
Mc Graw	12/27/09	44.10 " " 50.00	2205.00
Cewell	1/7/19	10.29 " " 150.00	1543.50
La Motte	8/25/18	20.06 " " 75.00	1504.50
Erwin	12/20/11	16.27 " "	1200.00
Silva	1/5/17	22.18 " "	740.00
			\$17896.25
		Less 25% Commission \$4474.06	4474.06
			\$13422.19

19000.00

13000

13,000

10,575

36575

19000

17,575

13000.00

13000.00

10575.00

36575.00

19000

3) 17575.
5860.

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old

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17

20

11

44

10

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23

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251

70

59

378

1558

375

1175

12

2350

1175

4 | 14100

3525

10575

Ed Fletcher Papers

1870-1955

MSS.81

Box: 22 Folder: 13

General Correspondence - Rath, Lawrence



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