

George R. Wickham,
415 Chamber of Commerce Bldg.
Los Angeles, California.

September 25, 1917.

Mr. U. T. Clotfelter,
Kerckhoff Building,
Los Angeles, Cal.

My dear Sir:

In connection with Reservoir and Dam Site of the San Dieguito Mutual Water Company on Escondido Creek, Col. Ed. Fletcher has requested that I secure your opinion as to the rights of the company as will be herein explained.

I append hereto a township plat showing the location of the dam site in Lot 11 of Sec. 3., T. 13 S., R. 3 W., S.B.M. with the creek running through same in a southwesterly direction.

On May 18, 1912 one Frank Connors filed a homestead application, which was duly allowed on the $S\frac{1}{2}$ NW $\frac{1}{4}$, $S\frac{1}{2}$ NE $\frac{1}{4}$, of Sec. 10, T. 13 S., R. 3 W., S.B.M. which he relinquished on or about the 18th day of June, 1917.

On the same day he relinquished the land one Lewis Weller applied for this land (together with other land which the company is not interested in) under the Stock Raising Homestead Act of December 29, 1916. The application has not as yet been allowed, but stands suspended pending the classification of the land by the Geological Survey. The Creek, as you will see by the plat annexed passes through each of the forty acre subdivisions we are interested in viz SW $\frac{1}{4}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$ and SE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 10.

On March 26, 1917, Ed Fletcher filed with the State Water Commission his application (trustee for the San Dieguito Mutual Water Co) to appropriate the waters of Escondido Creek, and for the purposes of building a dam etc. This application was not approved by the said Water Commission, until about July 20th, 1917.

With these dates in mind we are anxious to know whether the application to appropriate of Fletcher is superior to the riparian right of Weller, assuming that Weller's application will be allowed in due course of land office practice. Or in fact has Weller any riparian rights, in view of the fact that his application was filed subsequent to the water application of Fletcher.

Your early attention in advising me in regard to the above will be greatly appreciated.

Yours very truly,

GRW-M.

To Ed Fletcher
COPY

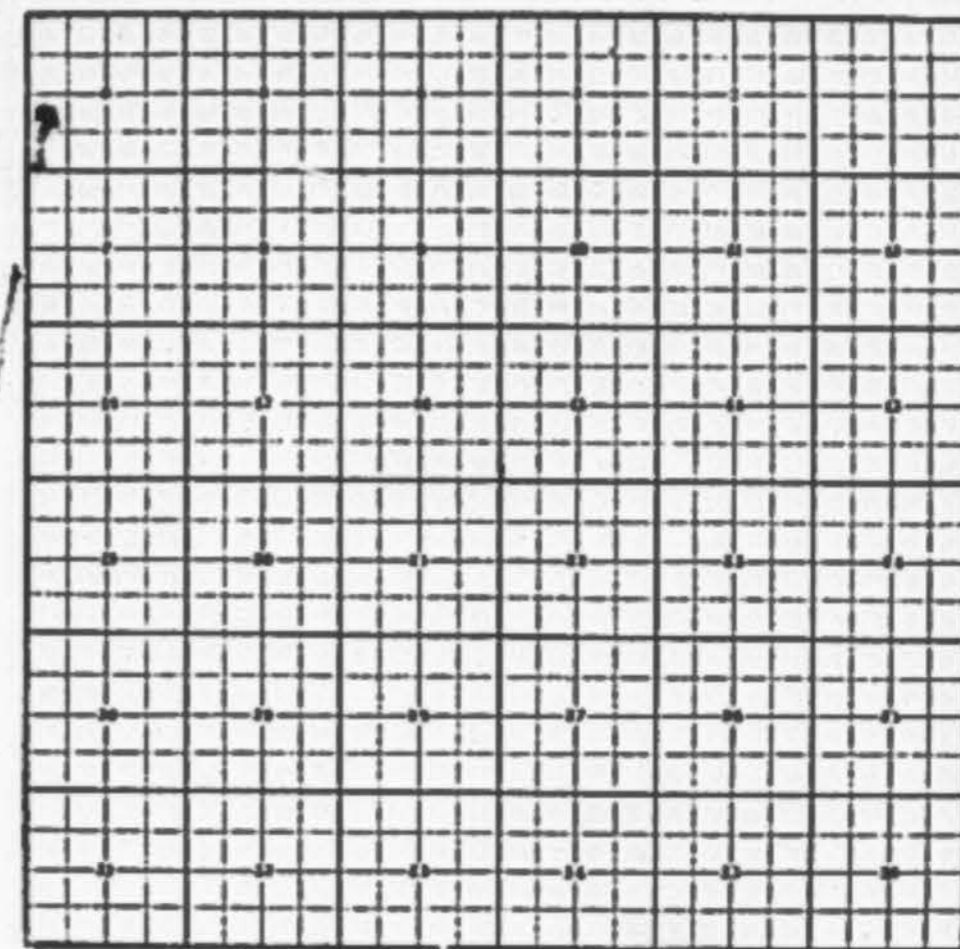
George R. Wickham Eldon B. Wickham
LAND ATTORNEYS

Phones: A 2100
Main 1413 A 3249

Suite 415 Chamber of Commerce Bldg.

LOS ANGELES, CAL.

Township No. Range No. S.B.M.



"WHY NOT SCRIP YOUR LAND?"

Weller should sign
his name thus—
"Lewis E. Weller"

George R. Wickham,
415 Chamber of Commerce Bldg.,
Los Angeles, California.

September 25, 1917.

Mr. U. T. Fletcher,
Lynchhoff Building,
Los Angeles, Cal.

My dear Sir:

In connection with Reservoir and Dam Site of the San Diego Mutual Water Company on Escondido Creek, Cal. Ed. Fletcher has requested that I secure your opinion as to the rights of the company as will be herein explained.

I append hereto a township plat showing the location of the dam site in lot 11 of Sec. 3, T. 13 S., R. 3 W., S. 4 N. with the creek running through same in a northwesterly direction.

On May 18, 1912 one Frank Conner filed a Homestead application, which was duly allowed on the 24th day of May, 1912, of Sec. 10, T. 13 S., R. 3 W., S. 4 N. which he relinquished on or about the 18th day of June, 1917.

On the same day he relinquished the land one Edwin Weller applied for this land (together with other land which the company is not interested in) under the Stock Raising Homestead Act of December 29, 1916. The application has not as yet been allowed, but stands suspended pending the classification of the land by the Geological Survey. The creek, as you will see by the plat annexed passes through each of the forty acre subdivisions we are interested in viz SW 1/4, SE 1/4, SW 1/4 and SE 1/4 of said section 10.

On March 26, 1917, Ed Fletcher filed with the State Water Commission his application (trustee for the San Diego Mutual Water Co) to appropriate the waters of Escondido Creek, and for the purpose of building a dam etc. This application was not approved by the said Water Commission, until about July 20th, 1917.

With these dates in mind we are anxious to know whether the application to appropriate of Fletcher is superior to the riparian right of Weller, assuming that Weller's application will be allowed in due course of land office practice. Or in fact has Weller any riparian rights, in view of the fact that his application was filed subsequent to the water application of Fletcher.

Your early attention in advising me in regard to the above will be greatly appreciated.

Yours very truly,

Land Scrip

Did you know:

—Government lands may be acquired without residence, cultivation, or other improvements by the use of land scrip?

—Any lands subject to agricultural land entry, may be scripped, excepting lands within Forest Reserves, Reclamation projects, etc.

—That the use of Scrip does not affect your personal land rights, and there is no limit to the amount of land that may be taken by Scrip.

—We sell Guaranteed Soldiers' Additional Homestead Scrip—We make a specialty of handling scrip matters.

Prices and information on request.

George R. Wickham Eldon B. Wickham
LAND ATTORNEYS

Suite 415 Chamber of Commerce Bldg.

Phones: A 2100
Main 1413 A 3249

LOS ANGELES, CAL.

Soldiers' Additional Homestead Rights—
are given to veterans of the Civil War, who honorably served for ninety days or more, and who made a homestead entry of less than 160 acres prior to June 22, 1874. In event of the death of the soldier, the right passes to the widow or heirs.

We buy scrip, and if any of your relatives or friends would be entitled to an additional right, we are in a position to purchase same for cash. Come in and talk the matter over—it may be to the mutual profit of both.

WHY NOT SCRIP YOUR LAND?

YOUR TITLE COMES

QUICKER SURE CHEAPER

DEPARTMENT OF THE INTERIOR
GENERAL LAND OFFICE

RELINQUISHMENT PARTIAL WITHDRAWAL

Encinitas, California
(Place.)

September 29, 1917

I hereby relinquish to the United States all my right, title,
and claim in and to the following-described land:

S $\frac{1}{2}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$,

Section 10,

Township 13 S., Range 3 W., S. E. Meridian,

embraced in homestead application No. 030714,

made at the U. S. Land Office at Los Angeles, California,

Receiver's Receipt No. _____

X

(Signature.)

Witnesses:

(Name and address.)

(Name and address.)

Acknowledged before me this _____ day of _____, 1917

(Official designation)

The relinquishment accompanying a REPAYMENT APPLICATION must be executed before the Register or Receiver, or before an officer qualified to take acknowledgments of deeds. Other relinquishments may be accepted if the signature of the entryman is attested by two witnesses.

6-551

Departmental regulations approved by the Secretary of the Interior November 30, 1908.

DEPARTMENT OF THE INTERIOR.

TIMBER OR STONE ENTRY.

U. S. LAND OFFICE, Los Angeles, California, No. _____

RECEIPT No. _____

APPLICATION AND SWORN STATEMENT.

(TO BE MADE IN DUPLICATE.)

I, Cora B. Fletcher (not married) (female),
(Give full Christian name.) (Male or female.)

hereby make application to purchase the S $\frac{1}{2}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$

Section 10,

Township 13 S., Range 3 W., S. E. Meridian,

containing 160 acres, within the Los Angeles, California land

district, in the State of California, and the ~~stone~~ stone thereon, at such value as may be fixed by appraisalment, made under authority of the Secretary of the Interior, under the act of June 3, 1878, commonly known as the "Timber and Stone Law," and acts amendatory thereof, and in support of this application I do solemnly swear that I

(Applicant must state whether native born, naturalized, or has filed declaration of intention to become citizen. If not native born, certified copy of naturalization or declaration of intention, as case may be, must be filed with this affidavit.)

am a native born (Massachusetts)

citizen of the United States, ~~over~~ the age of 21 years, and by occu-

pation a _____; that I did, on _____, 19____, examine said land, and from my personal knowledge state that said land is unfit for cultivation and is valuable chiefly for its ~~timber~~ stone; and that to my best knowledge and belief, based upon said

examination, the land is worth \$160.00

dollars, and the ~~timber~~ ^{stone} thereon, which I estimate to be

feet, board measure, is worth \$240.00

dollars, making a total value for the land and ~~stone~~ stone of

Four Hundred (\$400.00) dollars, and no more; that

the land is uninhabited; that it contains no mining or other improvements, nor, as I verily believe, any valuable deposit of gold, silver, cinnabar, copper, coal, or other minerals, salt springs, or deposits of salt; that I have made no other application under said acts; that I do not apply to purchase the land above described on speculation, but in good faith to appropriate it to my own exclusive use and benefit, and that I have not, directly or indirectly, made any agreement or contract, in any way or manner, with any person or persons whomsoever, by which the title I may acquire from the Government of the United States may inure in whole or in part to the benefit of any person except myself; that since August 30, 1890, I have not entered and acquired title to, nor am I now claiming, under an entry made under any of the nonmineral public-land laws, an amount of land which, together with the land now applied for, will exceed in the aggregate 320 acres; that I am not a member of any association, or a stockholder in any corporation which has filed an application and sworn statement under said act; and that my post-

office address is 920 Eighth St. San Diego, California,
(If a city, street and number must be given.)

at which place any notice affecting my rights under this application may be sent.

6-2881

[OVER.]

I request that notice be furnished me for publication in the
~~XXXXXXXXXXXX~~ Times-Advocate newspaper, published
(The newspaper must be one of general circulation, published nearest the land.)
at Escondido, California.

(Sign here, with full Christian name.)

NOTE.—Every person swearing falsely to the above affidavit will be punished as provided by law for such offense. (See Sec. 5392, R. S., below.)

In addition thereto, the money that may be paid for the land is forfeited, and all conveyances of the land, or of any right, title, or claim thereto, are absolutely null and void as against the United States.

I HEREBY CERTIFY that the foregoing affidavit was read to or by
affiant in my presence before affiant affixed signature thereto; that
affiant is to me personally known (or has been satisfactorily identi-
fied before me by -----);
(Give full name and post-office address.)

that I verily believe affiant to be a qualified applicant and the iden-
tical person hereinbefore described, and that said affidavit was duly
subscribed and sworn to before me, at my office, in San Diego,
(Town.)
San Diego County, California, within the Los Angeles California
(County and State.)

----- land district, this ----- day
of -----, 1917.

(Official designation of officer.)

REVISED STATUTES OF THE UNITED STATES. TITLE LXX.—CRIMES.—CHAP. 4.

Sec. 5392. Every person who, having taken an oath before a competent tribunal, officer, or person, in any case in which a law of the United States authorizes an oath to be administered, that he will testify, declare, depose, or certify truly, or that any written testimony, declaration, deposition, or certificate by him subscribed is true, willfully and contrary to such oath states or subscribes any material matter which he does not believe to be true, is guilty of perjury, and shall be punished by fine of not more than two thousand dollars, and by imprisonment, at hard labor, not more than five years; and shall, moreover, thereafter be incapable of giving testimony in any court of the United States until such time as the judgment against him is reversed. (See Sec. 1750.)

NOTE.—In addition to the above penalty, every person who knowingly or willfully in anywise procures the making or presentation of any false or fraudulent affidavit pertaining to any matter within the jurisdiction of the Secretary of the Interior may be punished by fine or imprisonment.

DEPARTMENT OF THE INTERIOR.

TIMBER OR STONE ENTRY.

U. S. LAND OFFICE, Los Angeles, California, No.

RECEIPT No.

APPLICATION AND SWORN STATEMENT.

(TO BE MADE IN DUPLICATE.)

I, Cora B. Fletcher (not married) (female),
(Give full Christian name.) (Male or female.)hereby make application to purchase the S $\frac{1}{2}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$
....., Section 10,Township 13 S., Range 3 W., S. B. Meridian,containing 160 acres, within the Los Angeles, California landdistrict, in the State of California, and the ~~timber~~^{stone} thereon, at
such value as may be fixed by appraisalment, made under authority of the
Secretary of the Interior, under the act of June 3, 1878, commonly
known as the "Timber and Stone Law," and acts amendatory thereof, and
in support of this application I do solemnly swear that I(Applicant must state whether native born, naturalized, or has filed declaration of intention to become a citizen. If not native born, certified
copy of naturalization or declaration of intention, as case may be, must be filed with this affidavit.)am a native born (Massachusetts)citizen of the United States, ~~of~~^{over} the age of 21 years, and by occu-

pation a; that I did, on,

¹ 19....., examine said land, and from my personal knowledge state that
² said land is unfit for cultivation and is valuable chiefly for its
~~timber~~^{stone}; and that to my best knowledge and belief, based upon saidexamination, the land is worth \$160.00dollars, and the ~~timber~~^{stone} thereon, which I estimate to befeet, board measure, is worth \$240.00dollars, making a total value for the land and ~~timber~~^{stone} ofFour Hundred (\$400.00)dollars, and no more; that
the land is uninhabited; that it contains no mining or other improve-
ments, nor, as I verily believe, any valuable deposit of gold, silver,
cinnabar, copper, coal, or other minerals, salt springs, or deposits of
salt; that I have made no other application under said acts; that I do
not apply to purchase the land above described on speculation, but in
good faith to appropriate it to my own exclusive use and benefit, and
that I have not, directly or indirectly, made any agreement or contract,
in any way or manner, with any person or persons whomsoever, by which the
title I may acquire from the Government of the United States may inure
in whole or in part to the benefit of any person except myself; that
since August 30, 1890, I have not entered and acquired title to, nor am
I now claiming, under an entry made under any of the nonmineral public-
land laws, an amount of land which, together with the land now applied
for, will exceed in the aggregate 320 acres; that I am not a member of
any association, or a stockholder in any corporation which has filed
an application and sworn statement under said act; and that my post-office address is 920 Eighth St. San Diego, California,
(If a city, street and number must be given.)at which place any notice affecting my rights under this application
may be sent.

[OVER.]

The Atchison, Topeka and Santa Fe Railway System

COAST LINES

LAW DEPARTMENT

E. W. CAMP,
Attorney for Coast Lines
U. T. CLOTFELTER,
Solicitor for California and NevadaM. W. REED, Los Angeles
PAUL BURKS, Los Angeles
ROBERT BRENNAN, Los Angeles
PLATT KENT, San Francisco
Assistant AttorneysIn Reply Refer to No. 020.

Los Angeles, March 23, 1921.

Colonel Ed Fletcher,
Fletcher Building,
San Diego, Calif.

Dear Sir:

I am just in receipt of a letter from the State
Water Commission saying that the application of the
San Dieguito Mutual Water Company for appropriation
of water from Escondido creek, in San Diego county,
is regular in form; and enclosing notice for publi-
cation in some newspaper of general circulation pub-
lished in Escondido, your county.

The notice referred to is enclosed that you may
send it promptly to be published as aforesaid.

Very truly yours,


Solicitor.

UTC-L.

enc.

Copy to

Mr. Faulkner.

I request that notice be furnished me for publication in the
~~San Diego~~ Times-Advocate newspaper, published
(The newspaper must be one of general circulation, published nearest the land.)
at Escondido, California.

(Sign here, with full Christian name.)

Note.—Every person swearing falsely to the above affidavit will be punished as provided by law for such offense. (See Sec. 5392, R. S., below.)
In addition thereto, the money that may be paid for the land is forfeited, and all conveyances of the land, or of any right, title, or claim thereto, are absolutely null and void as against the United States.

I HEREBY CERTIFY that the foregoing affidavit was read to or by affiant in my presence before affiant affixed signature thereto; that affiant is to me personally known (or has been satisfactorily identified before me by _____);
(Give full name and post-office address.)
that I verily believe affiant to be a qualified applicant and the identical person hereinbefore described, and that said affidavit was duly subscribed and sworn to before me, at my office, in San Diego,
(Town.)
San Diego County, California, within the Los Angeles, California
(County and State.)
_____ land district, this _____ day
of _____, 1917.

(Official designation of officer.)

REVISED STATUTES OF THE UNITED STATES. TITLE LXX.—CRIMES.—CHAP. 4.

Sec. 5392. Every person who, having taken an oath before a competent tribunal, officer, or person, in any case in which a law of the United States authorizes an oath to be administered, that he will testify, declare, depose, or certify truly, or that any written testimony, declaration, deposition, or certificate by him subscribed is true, willfully and contrary to such oath states or subscribes any material matter which he does not believe to be true, is guilty of perjury, and shall be punished by fine of not more than two thousand dollars, and by imprisonment, at hard labor, not more than five years; and shall, moreover, thereafter be incapable of giving testimony in any court of the United States until such time as the judgment against him is reversed. (See Sec. 1750.)

Note.—In addition to the above penalty, every person who knowingly or willfully in anywise procures the making or presentation of any false or fraudulent affidavit pertaining to any matter within the jurisdiction of the Secretary of the Interior may be punished by fine or imprisonment.

May 6, 1921.

Mr. U. T. Clotfelter,
Kerckhoff Building,
Los Angeles, California.

My dear Mr. Clotfelter:

I received a telegram from Mr. Huber to the effect that we had failed to send a certified copy of the water filings to the State Water Commission, in connection with our "Application for Certificate fixing time of completion of appropriation of water" from the Hodges dam.

I immediately secured a certified copy of the Taylor filing on record in the court house, also of Taylor's assignment to me and my assignment to the San Dieguito Mutual Water Company, and forwarded same to Mr. Huber.

Enclosed herewith is copy of statement that I also sent as requested by Mr. Huber.

Enclosed herewith find letter of May 3d, together with copy of statement prepared and filed by Mr. Huber all of which is explanatory, and I hope meets with your approval.

Yours very truly,

RF:KLM

cc- Mr. Hodges.

The Atchison, Topeka and Santa Fe Railway System

COAST LINES

E. W. CAMP,
Attorney for Coast Lines
U. T. CLOTFELTER,
Solicitor for California and Nevada

LAW DEPARTMENT

M. W. REED, Los Angeles
PAUL BURKS, Los Angeles
ROBERT BRENNAN, Los Angeles
PLATT KENT, San Francisco
Assistant Attorneys

In Reply Refer to No. 020

Los Angeles, May 12, 1921.

Colonel Ed Fletcher,
Fletcher Building,
San Diego, Calif.

Dear Sir:

This acknowledges receipt of yours of May 6 and enclosures concerning San Dieguito Mutual Water Company application for certificate fixing time of completion of work.

Your action in the matter seems to be proper in all things.

Very truly yours,



Solicitor.

UTC-L.

The Atchison, Topeka and Santa Fe Railway System

COAST LINES

LAW DEPARTMENT

K. W. CAMP,
Attorney for Coast Lines
U. T. CLOTFELTER,
Solicitor for California and Nevada

M. W. REED, Los Angeles
PAUL BURKS, Los Angeles
ROBERT BRENNAN, Los Angeles
PLATT KENT, San Francisco
Assistant Attorneys

In Reply Refer to No. 020

Los Angeles, May 12, 1921.

Colonel Ed Fletcher,
Fletcher Building,
San Diego, Calif.

Dear Sir:

Here are copies of protests against the application of the San Dieguito Mutual Water Company for rights to water in Escondido creek, filed by

Louis and Bruno Denk,
Valentine Vernhard,
Chas. Gantner,
Adam Weigand,

These should be answered and a hearing asked.

I do not know whether the protests state the facts; hence I wish you would do two things about these protests, viz:

1. Write at once to the State Water Commission that the Company does not admit the correctness of these protests but desires to file answers to them and have a hearing if necessary. That we cannot answer until we investigate the facts alleged in the protests; that we will do this promptly and file answers as soon as possible.
2. Have some one make quick investigation and let me have the facts with return of the protests herewith.

Very truly yours,


Solicitor.

UTC-L.
Enc.

May 21, 1921

Mr. U. T. Clotfelter,
308 Korckhoff Building,
Los Angeles, Calif.

My dear Mr. Clotfelter:

Enclosed find copy of letter from Charles H. Lee, which is explanatory and for your information.

Yours very truly,

EF:KLM

cc- Mr. Hodges
Mr. Faulkner

May 21, 1921

Mr. U. T. Clotfelter,
308 Kerekhoff Bldg.,
Los Angeles, California.

My dear Mr. Clotfelter:

When in San Francisco I went over with Mr. Huber and with the engineers for the Commission, the matter of protest by Adam Wiegans, and there will be no necessity of a formal hearing in this matter.

I asked Mr. Huber to outline an answer to the protest of Wiegans along the lines we talked of and enclosed find original and duplicate, signed, which, if they meet with your approval will you kindly mail same to the State Water Commission of California.

I anticipate no trouble in this matter on any of these protests. Enclosed find letter to the State Water Commission which I have written and signed. Please forward if same meets with your approval.

Yours very truly,

EF:KIM

cc- Mr. Hodges
Mr. Faulkner

May 23, 1921

Mr. U. T. Clotfelter,
Law Department Santa Fe Railway System,
Kerekhoff Building,
Los Angeles, California.

My dear Mr. Clotfelter:

No. 020

Answering yours of May 12th, will say I was in San Francisco, saw the State Water Commission's engineers, also Mr. Lee, the Chairman, also Mr. Huber. They do not want a public hearing. They have too much work on their hands, and I have asked Huber to prepare an answer which we can sign. I have furnished all the facts to Huber, and he is preparing the answer.

Huber being right on the ground, and in close touch with the Commission's engineers, I feel facilitates matters, however, before the answer is signed I will submit it to you. Huber is not appearing publicly for us up there.

Enclosed find copy of letter I have written the State Water Commission this day.

I am returning you herewith the protests.

Yours very truly,

EF:KIM

Not reviewed
after dictation

San Francisco, California,
May 24, 1921.

Mr. U. T. Clotfelter, Attorney,
Santa Fe Railroad Company,
Kerckhoff Building,
Los Angeles, California.

My dear Mr. Clotfelter:

Enclosed find copies of answers to protests in the matter of Charles Gantner, Louis and Bruno Denk and Vallentine Bernhard as prepared by Mr. Huber at my request. I have filed these answers as it is necessary to answer immediately in order that the State Water Commission may finally act on this case before their term of office expires by legislative enactment July 29, 1921. I hope everything meets with your approval, and if you have any further answer to make or any changes, kindly do so and I will sign same when going through Los Angeles on my way home. I am very anxious to have everything in form so that we can get a final decision from the State Water Commission before Messrs. Mathews and Mason go out of office. I had them both out to dinner last night and went over the matter with them. I anticipate no trouble in having the State Water Commission ignore the protests and grant our application.

Yours very truly,

Ed F. Fletcher

CC - W. E. Hodges
E. J. Faulkner

020

Los Angeles, Cal.
July 23, 1921.

Col. Ed. Fletcher,
San Diego, Cal.

Dear sir:

Here is petition to the Water Commission of California by San Dieguito Mutual Water Company for order that the San Elijo part of its work is a part of a unit or one enterprise.

Fill in the blanks, sign it as President, and verify-it before Notary. When these things are done send original and one copy to the Commission.

Very truly yours,

U. T. Clotfelter

UTC
C
CC-EOF

The Atchison, Topeka and Santa Fe Railway System

COAST LINES

LAW DEPARTMENT

H. W. CAMP,
Attorney for Coast Lines
U. T. CLOTFELTER,
Solicitor for California and Nevada

M. W. REED, Los Angeles
PAUL BURKS, Los Angeles
ROBERT BRENNAN, Los Angeles
PLATT KEHT, San Francisco
Assistant Attorneys

In Reply Refer to No. 020.

Los Angeles,
January 9, 1922.

Col. Ed Fletcher,
San Diego,
California.

My Dear Colonel:

This is to advise that Mr. E. C. Pitcher,
President of the Pacific Tank and Pipe Company, called
on me today and talked over the unpaid balance due from
you and Mr. Henshaw on account of the La Jolla pipe line.

He showed me a copy of the contract and I had
to tell him that, assuming that the Pacific Pipe Company
had discharged all its obligations under the terms of the
contract, there was no legal reason why the balance due on
the contract price should not be paid.

He expects to call on you about the matter on
Wednesday, next.

Yours very truly,



UTC-B.

Notice:

[See under time?]
Carroll
Resandor 106 A

Letters taken out of Envelope No. 106-A
and given to Colonel Fletcher to send back
to Mr. Clotfelter - Nov. 9, 1922 -

1. Letter to Colonel Fletcher from Mr. Clotfelter
dated Aug. 27, 1919, inclosing letter from
U. S. Land Office dated August 12, 1919 -
Also another letter dated August 1919 -

January
Ninth
1922

Mr. U. T. Clotfelter,
Kerckhoff Bldg.,
Los Angeles, Calif.

My dear Mr. Clotfelter:

I think I wrote to you once before, or talked to you over the phone, to ask your interpretation of the contract between the Pacific Tank & Pipe Company and ourselves.

Under the terms of the contract, who should pay for this flood damage? On the one hand the Pacific Tank & Pipe Company agree in their contract with us to maintain the pipe for a year. The year is not up yet. On the other hand the city claims it is leasing the pipe from us, and it is up to us to put the pipe back in condition. The Pacific Tank & Pipe Company claim this was an act of God, the big flood, and that they have lived up to all of their obligations, so it is really a mix-up for fair.

I am referring to 850 ft. of pipe which is leased to the city between Del Mar and La Jolla. I believe you wrote me a letter that it is up to the city to put this back in condition again. The city prepared the plans and specification and they o.k.'d the final payment for the pipe line. On the other hand what is the obligation of the Pacific Tank & Pipe Company? Can we hold them? I am holding back \$7,000 on the Pacific Tank & Pipe Company's money for this and other reasons. The City of San Diego has taken the attitude all the time that it is up to us to fix the pipe line, that our contract with the city specifically specifies that any damage thru acts of God as flood, etc. the city is not called upon to repair. I know this, that on the other hand the city has guaranteed us the return of our money and 7 percent interest, and if we have to put up the cost of these repairs now, we certainly will get it back before they ever get a deed to the pipe line at the end of the lease or contract of purchase.

7

436 Kerckhoff Building,
Los Angeles, California,
January 11, 1922.

Col. Ed Fletcher,
Fletcher Building,
San Diego,
California.

My Dear Colonel:-

This refers to your letter of January 9th about flood damage to La Jolla Pipeline and the contract of yourself and Mr. Henshaw with Pacific Tank and Pipe Company.

I think you are in error when you say that the Pacific Tank and Pipe Company under its contract agreed to maintain the pipe line for one year. I think if you will look at the language of the contract on the subject of guaranty you will find that all the Pipe Company agreed to do was to make good any defects that showed up within the year account of defective material or workmanship.

If I am right, then the Pipe Company is under no obligations to restore the 850 feet of pipe line destroyed by the recent flood.

I am quite sure that in the contract for the building of the pipeline and the leasing of it to the City between the latter and you and Mr. Henshaw, the City specifically agrees to maintain the pipeline at its own cost and expense. In a letter which I wrote you recently I quoted the language of the contract on this subject.

In my opinion that language imposes upon the City the obligation to restore the flood destroyed portion of the pipeline at its expense.

Yours very truly,



UTC-B.

Page Two

May I hear from you further in regard to
this matter as to whether or not we have any recourse
whatever on the Pacific Tank Company.

Yours sincerely,

EF:KLM

1933
1934
1935

1936
1937
1938
1939

REBURY BONS

1940
1941
1942
1943

1944
1945
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1948
1949
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1952
1953
1954
1955

1956
1957
1958
1959

[Handwritten signature]

1960

129A
April 17, 1922

Mr. U. T. Clotfelter,
Kerckhoff Building,
Los Angeles, Calif.

My dear Mr. Clotfelter:

Inclosed find Exhibit 100 which is a form of deed and description approved by the Southern Title Guaranty Company covering all the land the San Dieguito Water Company requires below the 350 foot contour. The Water Company already owns the forty on which the damsite is located. The forty to the east marked No. 11 is in my name, also the stone entry marked No. 10 in the name of my sister. A deed for these will be forthcoming when desired by Mr. Henshaw. The property just north of No. 11 marked U. S., easement granted in 1916, is still unsurveyed land belonging to the Government and an application will have to be made to the Government for the additional floodage rights.

In addition, Exhibit 100 includes the description of a deed of all the lands to the 315 foot contour affecting the Barnett, Bernardo, and Smith properties. On the map it says Ed Fletcher et al, but that means Bernardo. Attached hereto is a description of the lands to be transferred to Mr. Henshaw between the 315 and 350 foot contour as floodage rights, affecting the Barnett, Bernardo, and Smith properties, marked Exhibit 200. These descriptions have been checked by Mr. King and the Title Company and approved.

I assume that you want this description simply for your contract with Mr. Henshaw. If you desire we can prepare all of the deeds for the necessary signatures to carry out Mr. Henshaw's contract, and suggest that same be put in escrow with the Southern Title Guaranty Company, finally approved by them before recording and a certificate of title brought down showing title to lands and floodage rights above mentioned in the name of the Water Company as per terms of Mr. Henshaw's contract.

Inclosed find map for your guidance, also find recorded deeds and list of documents for your benefit which you will kindly return at your convenience for our files.

Inclosed herewith find copy of letter to Mr. Hodges which is explanatory. The San Dieguito Company has already been deeded lands to the 315 foot contour. This deed as prepared redeeds some of the old land which the San Dieguito Company now owns, but I particularly asked the Title Company and they said it simplified matters to redeed everything as prepared in papers herewith inclosed. As a matter of fact we don't redeed it for it is a description of something we already have.

Yours sincerely,

EP:ME
cc-Mr. Hodges
Mr. Faulkner

Ed Fletcher.

CARBON COPY

For Mr. *Fletcher's* information

Los Angeles, May 22 1922.

E. O. FAULKNER

525-25

Mr. U. T. Clotfelter,
Attorney, Building.

Dear Sir:

You doubtless have Mr. Fletcher's letter of May 20th sending map of the proposed Santa Fe Irrigation District, which as he says takes in only our Ranch and the so called Syndicate lands, also enclosing a Legal Description of the District.

I note however that he includes the Santa Fe track in Section 34 in this description, so that in drafting the official notice this point should be taken care of. The only place it crosses our track is in Section 34, so that it is an easy matter and there the right of way is 100 feet each side of the center line.

original

Yours very truly,

(Sgd.) E. O. FAULKNER

F-f

VP-SFLI CO.

CC-Messrs. W.E. Hodges,
" Ed Fletcher.

CARBON COPY
For Mr. Hodges's information
E. FLETCHER.

August 10, 1922

Mr. U. T. Clotfelter,
436 Kerckhoff Building,
Los Angeles, California.

My dear Mr. Clotfelter:

Enclosed find copy of letter to Mr. Hodges
from the state engineer which is explanatory.

The question, I presume, is, can the state
engineer approve, and is it legal for the board of directors
to sign up a contract to buy water for a given price for a
definite length of time on a graduated scale as to
quantity. Or, could it be ratified by the vote of the people.
It makes no difference which - we can easily have it ratified
by a vote of the people if necessary, but I wish, if you will,
that you will give me a letter on the subject so I can send
it to the Attorney General and get some quick action. He is
a personal friend of mine, and I know will take it in the
right spirit.

Yours very sincerely,

EF:KLM

cc- Mr. Hodges

your info
E. F. Clotfelter on his
vacation - I don't think he
should do this any way - State
Engr. agreed with me - Conity on
(over)

280-771

August 10, 1922.

Mr. U. T. Clotfelter,
436 Kerckhoff Building,
Los Angeles, California.

My dear Mr. Clotfelter:

Enclosed find copy of letter to Mr. Hodges
from the state engineer which is explanatory.

The question, I presume, is, can the state
engineer approve, and is it legal for the board of directors
to sign up a contract to buy water for a given price for a
definite length of time on a graduated scale as to
quantity. Or, could it be ratified by the vote of the people.
It makes no difference which - we can easily have it ratified
by a vote of the people if necessary, but I wish, if you will,
that you will give me a letter on the subject so I can send
it to the Attorney General and get some quick action. He is
a personal friend of mine, and I know will take it in the
right spirit.

Yours very sincerely,

EF:KLM

cc- Mr. Hodges

Handwritten header text, possibly a name or address.

cc- Mr. Hoover

RE: KIM

Handwritten signature and initials.

DOMINION OF CANADA

LITRE ABLE

A PERSONAL LETTER OF MINE AND I KNOW THAT YOU ARE TO BE
TO THE PERSONAL LETTER AND FOR SOME OTHER REASON. HE IS
THAT YOU WILL HAVE ME A LETTER ON THE SUBJECT SO I CAN SEND
BY A COPY OF THE BOOKS TO BE SENT. THE I WANT TO SEND YOU
IF THERE IS NO DIFFERENCE WITH - WE CAN START WITH THE LETTER
DIRECTLY. ON THE OTHER TO BE SENT BY THE COPY OF THE BOOKS
DIRECTLY TO YOU ON A RECENT COPY TO BE TO
TO WITH NO A COPY TO THE COPY AND A RECENT COPY TO A
RECENT COPY TO BE TO THE COPY OF THE COPY

THE LETTER I WANT TO SEND YOU WITH THE COPY
FROM THE COPY TO BE TO THE COPY

RECENT COPY TO BE TO THE COPY

RECENT COPY TO BE TO THE COPY

RECENT COPY TO BE TO THE COPY

RECENT COPY TO BE TO THE COPY

FOR MR. ED. EGELCHER
SECRETARY

The Atchison, Topeka and Santa Fe Railway System

COAST LINES

E. W. CAMP,
Attorney for Coast Lines

LAW DEPARTMENT

M. W. REED, Los Angeles
PAUL BURKS, Los Angeles
ROBERT BRENNAN, Los Angeles
H. T. LUCHY, Los Angeles
PLATT KENT, San Francisco
Assistant Attorneys

In Reply Refer to No. 080

September 14, 1922

Col. Ed. Fletcher,
Fletcher Building,
San Diego, Calif.

My Dear Colonel,-

This acknowledges receipt of yours of Sept. 12, File 2080-25, enclosing copies of letters from the State Attorney General and the State Engineer, relating to the proposed sale of water from Lake Hodges to Irrigation Districts.

While the Attorney General, in the last paragraph of his letter, says: "that a contract to so furnish the water will legally satisfy the requirements of the irrigation District laws", still he does not say: that a contract requiring the Irrigation District during the first few years to pay for more water than it actually uses, is the sort of a contract to which he refers in the language quoted from his letter.

In addition to this, you will note he makes it perfectly clear that nothing in his letter "is to be understood as an expression relative to the desirability or advisability of such a contract, or as in any way committing the writer to any action as a member of the Irrigation District Bond Commission.

In this situation, it seems to me that we are now where we were in the beginning, so far as the Attorney General is concerned.

The State Engineer, I think, mis-interprets the letter of the Attorney General, but does say that if the five year period is spread over to one of seven years, that he, the State Engineer, as an Advisor of the Bond Commission, would approve this. This, of course, settles one of our uncertainties if a seven year period is not objectionable and impractical.

Very truly yours,



UTC:Dic.
EA

C: VEH;
EG.

280-25
September 15, 1922.

0-80

Mr. U. T. Clotfelter,
436 Kerckhoff Bldg.,
Los Angeles, California.

My dear Mr. Clotfelter:

Answering yours of September 14th, will say I don't know what is the next step. Let me know what I can do to help out, if at all.

Yours sincerely,

EF:KLM

October 20, 1922

File 280-13

Mr. U. T. Clotfelter,
436 Kerckhoff Bldg.,
Los Angeles, Calif.

My dear Mr. Clotfelter:

I have located Mrs. McClure and received a telegram from her today saying she will be in Sacramento all this coming week. I don't know which day I am going north yet, probably Tuesday or Wednesday of next week, if that is in plenty of time. Kindly let me know how much time I have to get Mrs. McClure's signature. If it is imperative that I go up immediately and get back immediately, kindly mail me the petition with full instructions to San Diego and I will go up on Monday. Am going out of town until Sunday night.

Please give me full instructions as to where to sign, how to sign, whether it is to be acknowledged or not and where so I can make no mistake.

Yours sincerely,

EF:KLM

Mr. Fletcher left town before this letter was written

Form 101-AE

FEDERAL TELEGRAPH COMPA



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 DESIRI	
Send the following message, subject to the terms and conditions printed on the back hereof, which are hereby agreed to.					<input checked="" type="checkbox"/>	DAY MESSAGE
						DAY LETTER
						NIGHT MESSAGE
						NIGHT LETTER

October 23, 1922.

Mr. U. T. Clotfelter
Santa Fe Railway
Los Angeles, Calif.

Leaving on Lark tonight Please deliver district petition with instructions today to Fresno

ED FLETCHER

Chg. Ed Fletcher Co.

October 23, 1922.

Colonel Ed. Fletcher,
City.

Dear Colonel:

Here is original for Formation of Rancho Santa Fe Irrigation District that you may get it signed by Mrs. McClure.

To accomplish this you should have her sign her name, Margaret A. McClure, on the blank line just below your name on page seven (7).

This signature should be acknowledged before a Notary Public. The form of his certificate is inserted in the petition as page 9.

Then Mrs. McClure should sign her name again on page ten (10) just above your name on that page.

This signature need not be acknowledged.

The petition signed and acknowledged as above by Mrs. McClure should be returned to me quickly so that I can have the first publication made in next Saturday's issue of the "Oceanside Blade".

Yours very truly,



UTC-I

Encl.

Los Angeles, California,
October 24th, 1922.

Colonel Ed Fletcher,
Fletcher Building,
San Diego, Calif.

My dear Colonel:

To make your file complete this is to acknowledge yours of October 20th about securing signature of Mrs. McClure to the petition for the formation of Rancho Santa Fe Irrigation District.

Account of the change in the situation mentioned in your letter the method of getting her signature has been communicated to you here in Los Angeles this date.

Very truly yours,



UTC-I

280-13

October 28, 1922.

Mr. U. T. Clotfelter,
Santa Fe Railway,
Kerckhoff Building,
Los Angeles, Calif.

My dear Mr. Clotfelter:

Inclosed please find copy of letter
from Mr. McClure which is explanatory and will be of
interest.

Yours very truly,

EF:Li:H

November 1, 1922

File 280-13

Mr. U. T. Clotfelter,
436 Kerckhoff Bldg.,
Los Angeles, California.

My dear Mr. Clotfelter:

Enclosed find letter that I received today
from the state engineer, which is explanatory.

McClure has taken this matter up on his own
initiative. I have never discussed it with him.
McClure's heart is in the right place and I am sure
he is only thinking of what is best, in his opinion.
I have no suggestions to make in the matter.

I thot it might be advisable for you to attend
this meeting, as McClure suggests, at 2 p. m. on November
5th of the bond commission.

Yours sincerely,

EF:KLM

Miss May,
I want to close this
deal up right away,
Ed F.

April 11, 1929.

Mr. U. T. Clotfelter,
Santa Fe Land Improvement Co.,
Kerckhoff Building,
Los Angeles, California.

My dear Clotfelters:

Enclosed find copy of letter from Edgerton Shore. There is no reason why I should dig up an extra \$510.00 now, but I am willing to put everything in escrow and pay the \$500 now and put my deed in escrow with the title company. Better still, won't you accept my note for \$510.00 at six percent and let's close the whole deal now. I have about \$80,000 in taxes to pay this year and where I can get six percent money I want it.

Can you straighten it out this way?

With kind regards, I am

Sincerely yours,

EF:KLM

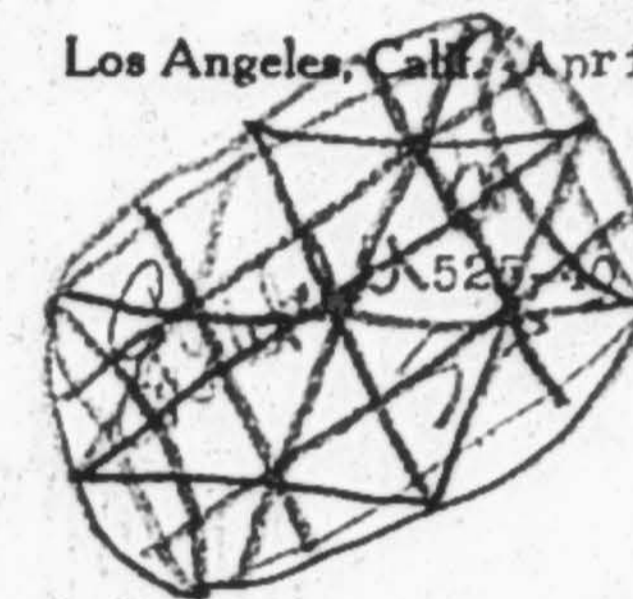
Santa Fe Land Improvement Company

U. T. CLOTFELTER
VICE-PRESIDENT

KERCKHOFF BUILDING
560 SOUTH MAIN STREET

HERBERT LAPHAM
LAND AGENT

Los Angeles, Calif., April 30 1929



Colonel Ed Fletcher,
San Diego, Calif.

My dear Colonel:

This refers to your letter of April 11th, enclosing copy of a letter from Mr. Edgerton Shore.

In order to help both of you in the matter of the deal, the Santa Fe Land Improvement Company is willing to accept \$500.00 in cash and your promissory note for \$510.00 at 6%, payable on or before six months from date.

Yours truly,

SANTA FE LAND IMPROVEMENT COMPANY

By U. T. Clotfelter

cc - Mr. Edgerton Shore
525 So. Figueroa St.

→ 50 May 7
2707

May 21, 1929.

Santa Fe Land Improvement Company,
Kerckhoff Building,
Los Angeles, California.

Attention Mr. U. T. Clotfelter

My dear Mr. Clotfelter:

Referring to the letter of May 15th from Mr. Shore, enclosed find my check for \$510 also my note for \$510.00 payable in six months which kindly hold until such time as all papers are put in escrow satisfactory to me. You may cash my check at the present time thereby stopping interest in favor of Mr. Shore.

Instead of making so many deeds, I feel that we should deed to each other reserving a 20 feet right of way for road purposes in the form of an easement, and in that way we will not be tied up and monkey for a long time with the county but can record our deeds immediately, otherwise it takes months of procedure to get the county to act. If you will deed to me the property which the Shores are selling me, reserving an easement for road purposes along the north line, and if I do likewise in making deed to them, we can put those deeds of record without being held up indefinitely by the county.

Yours very truly,

EF:KLM

cc - Mr. Shore

Santa Fe Land Improvement Company

U. T. CLOTFELTER
VICE-PRESIDENT

KERCKHOFF BUILDING
560 SOUTH MAIN STREET

HERBERT LAPHAM
LAND AGENT

Los Angeles, Calif. May 23rd 1929

525-40

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

My dear Colonel:

This acknowledges receipt of yours of May 21st enclosing your check for \$510.00 in favor of Santa Fe Land Improvement Company, and your note for same amount in favor of the same company in connection with the land transaction between you and Mr. Edgerton Shore.

This company, of course, has no objection to working out the public road matter in the method you suggest if you and Mr. Shore have agreed thereto. I will have him come to the office as soon as possible for discussion of the matter, to the end that it can be worked out to a conclusion at the earliest date possible.

Yours very truly,



CONSTRUCTION

U. T. CLOTFELTER
VICE-PRESIDENT

Santa Fe Land Improvement Company

302 KERCKHOFF BUILDING

HERBERT LAPHAM
LAND AGENT

Los Angeles, Calif. June 3rd 1929

525-40

Edgerton Shore
file **CARBON COPY**
for Mr. Fletcher's information

Union Title Insurance Co.,
San Diego, Calif.

Gentlemen:

Herewith documents following:

Deed from Santa Fe Land Improvement Company to Ed Fletcher for a portion of Lot 4, Block 46, Rancho Santa Fe, as per Map No. 1742 in the Recorder's office of San Diego County, California.

Deed from Santa Fe Land Improvement Company, Edgerton Shore et.al., to the County of San Diego, giving the latter the right to use a portion of said land for public highway purposes.

You are authorized to use these documents for the purpose of carrying out the arrangement outlined in letter to the Santa Fe Land Improvement Company, dated May 15th 1929, signed by Edgerton Shore et.al., and in accordance with the instructions given by the Shores and Mr. Fletcher.

This company is not required to pay any costs in connection with this transaction.

Yours truly,

SANTA FE LAND IMPROVEMENT COMPANY

By (Sgd.) U. T. CLOTFELTER
Vice President

Encl.

cc - Mr. Edgerton Shore
Col. Ed Fletcher

UTC:G

July 1, 1929.

Mr. U. T. Clotfelter,
302 Kerckhoff Building,
Los Angeles, California.

My dear Clotfelter:

Referring to your letter of May 23d, file 525-40 were you able to come to any understanding with Mr. Edgerton Shore regarding the public road matter. The title company is asking me for papers in this matter and I should like to know about the road before going any further with the title company.

Yours very truly,

KLM

Santa Fe Land Improvement Company

U. T. CLOTFELTER
VICE-PRESIDENT

KERCKHOFF BUILDING
560 SOUTH MAIN STREET

HERBERT LAPHAM
LAND AGENT

Los Angeles, Calif. July 5th 1929

525-40

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

My dear Colonel:

Answering yours of July 1st, beg leave to say it is my understanding that Mr. Egerton Shore has put in the escrow papers the deed necessary to dedicate his portion of the public road to which your letter refers.

You can check this with the escrow and if it is not correct, then I suggest you write direct to Mr. Shore, whose address is 525 South Figueroa Street, this city.

Yours very truly,



March 18, 1930

560-37

Santa Fe Land Improvement Co.
560 South Main St.
Los Angeles, Calif.

Attention: W. S. Clotfelter

My dear Clotfelter:

Answering yours of the 17th, inclosed find check for \$100 on account. Please get out the deed and certificate of title, send it to me and I will send you a check for \$150.

If you care to I wish you would send down the deed immediately take my note so the taxes won't be so heavy. I would like to get it done so as to get the benefit of it when I pay next falls taxes.

I would rather have sold out to you. One party should own all the property. Money is mighty tight with me now and I have to pay a \$3,000 assessment of Rancho Santa Fe; but if you have to have all the money before you send the deed, I will send you a check upon demand.

Bring that good wife down some Saturday next month and lets go to Eagles Nest and spend the night together the four of us. We have talked about it long enough. If you want to we can meet you at Warners Springs or Oceanside. You can come down Saturday and it might be an interesting trip for you to go back Sunday afternoon by way of Hemet, Riverside, Temecula, Elsinore and Corona. Shall we set the date? There is 14 inches of snow up there today so you would have to wait two or three weeks.

Sincerely yours,

EF:0

Santa Fe Land Improvement Company

U. T. CLOTFELTER
VICE-PRESIDENT

KERCKHOFF BUILDING
560 SOUTH MAIN STREET

HERBERT LAPHAM
LAND AGENT

Los Angeles, Calif. March 26 1930

580-37

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

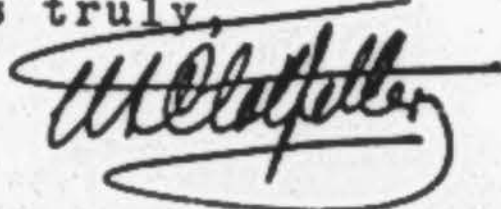
My dear Colonel:

Have delayed answering your letter of March 18th about purchase of Lots 26 to 50 in Block 8, Leavitt's Addition to San Diego, until I could get the deed ready for transmittal.

Am pleased to be able to say that the company will accept your note for \$150.00, payable on or before six months with interest at 6% per annum, in lieu of your check for the balance of the purchase money.

Herewith deed which you can accept and record, provided you promptly send me your note as aforesaid.

Yours truly,



Encl.

6/10/1930

March 27, 1930.

Mr. U. T. Clotfelter, Vice-president,
Santa Fe Land Improvement Company,
Kerckhoff Building,
Los Angeles, California.

My dear Clotfelter:

Thanks for the deed to Lots 26 to 50, Block 8, Leavitt's Addition to San Diego.

Enclosed herewith find my note for \$150.00 payable on or before six months.

Thanking you, and with kindest regards, I am

Yours very truly,

EF:KLM

P. S. Please send me certificate of title at your convenience, showing clear.

E.F.

Handwritten notes:) L. e. v. c. l.)
What liability-

February 5, 1931.

Mr. U. T. Clotfelter,
Santa Fe Land Improvement Co.,
Kerckhoff Bldg.,
Los Angeles, California.

My dear Mr. Clotfelter:

In going thru our files this morning we find that we have never received a Policy of Title Insurance covering Lots 26 to 50, Block 8, Leavitt's Addition. Will you please send us this Policy.

Yours very truly,

ED FLETCHER COMPANY

By

KLM

Santa Fe Land Improvement Company

U. T. CLOTFELTER
VICE-PRESIDENT

KERCKHOFF BUILDING
560 SOUTH MAIN STREET

HERBERT LAPHAM
LAND AGENT

Los Angeles, Calif. March 17 1931

580-37

Colonel Ed Fletcher,
1020 Ninth St.,
San Diego, Calif.

My dear Colonel:

Have ordered policy of title insurance covering Lots 26 to 50 in Block 8, Leavitt's Addition, from Union Title Insurance Co., showing title in Santa Fe Land Improvement Company on the date of the transfer to you.

If you want the policy to show title in you, you can take it up with the Title Company under its No. 172-175-AWN.

Yours truly,

Herbert Lapham

Fletcher

172-175-AWN

Santa Fe Land Improvement Company

U. T. CLOTFELTER
VICE-PRESIDENT

KERCKHOFF BUILDING
560 SOUTH MAIN STREET

HERBERT LAPHAM
LAND AGENT

Los Angeles, Calif. June 24 1936

525-25-2

Colonel Ed Fletcher,
1020 Ninth Avenue,
San Diego, Calif.

My dear Colonel:

I have not done anything in the District matter since our conversation in my office because the result of that conversation, as I understood it, was that you were to think the matter over as to what kind of a deal with the District you felt you could work out and let me have letter telling me what you could do.

If the District would be willing to enter into a contract with you to transfer to you all of its title to the lands at \$30 an acre, payable over a period of ten years at the rate of \$3.00 per acre per year, with interest at 5% on deferred payments, plus settlement of delinquent County taxes in full, plus current County and Irrigation District taxes, could you accept such a deal with fair prospect of being able to work it out successfully? If not, what do you think you can do?

Yours truly,



UTC:G

Burnham
Cross
Lambert

SANTA FE LAND IMPROVEMENT COMPANY

LOS ANGELES, CALIF., June 24, 1936

Colonel Ed Fletcher
1020 Ninth Avenue
San Diego, Calif.

My Dear Colonel:

I have not done anything in the District matter since our conversation in my office because the result of that conversation, as I understood it, was that you were to think the matter over as to what kind of a deal with the District you felt you could work out and let me have letter telling me what you could do.

If the District would be willing to enter into a contract with you to transfer to you all of its title to the lands at \$30 an acre, payable over a period of ten years at the rate of \$3.00 per acre per year, with interest at 5% on deferred payments, plus settlement of delinquent County taxes in full, plus current County and Irrigation District taxes, could you accept such a deal with fair prospect of being able to work it out successfully? If not, what do you think you can do?

Yours truly,

U. T. CLOTFELTER

UTC:G

June 20, 1936.

Mr. U. T. Clotfelter, Vicepresident
Santa Fe Land Improvement Company,
Kerckhoff Building,
Los Angeles, California.

525-25-2

Friend Clotfelter:

Answering yours of the 24th will say that we are today recording a deed Rancho Solana Corporation to Catherine F. Taylor, covering all of the Rancho Solana holdings not heretofore deeded, with the exception of 200 acres which the Rancho Solana Corporation owns adjoining Rancho Santa Fe. The legal description of the 200 acres which they are retaining is as follows:

Lots 3, 4, 5, 6 and 7, and the Southeast Quarter of the Southwest Quarter of Section 31, Township 13 South Range 3 West, S. B. M., and the East 10 acres of the Southeast Quarter of the Northeast Quarter, and the East 20 acres of the Southeast Quarter of Section 36, Township 13 South, Range 4 West, S. B. M.

I consider \$50.00 an acre prohibitive, and as I told you personally I might recommend \$20.00 an acre, the agreement to be as of date of April 1, 1937 with payment to be made thereafter of any taxes due, either state and county or irrigation district. The reason for that is that under a law recently passed by the legislature, we can pay our state and county taxes with no penalty and we can take advantage of the 10 year payment plan at that time. Can you work out something along that line.

I am enclosing copy of the Palo Verde Irrigation District settlement. This shows you how equitable the Palo Verde Irrigation District directors were and they got a settlement with the Board of Supervisors for the state and county taxes as well, - practically all of the assessments cancelled.

the board of administration for the district and the district should be as lenient with their debtors as they were treated by the government, and I did my part in helping the district to secure the blessings which the government gave them.

I figure the suggested tentative offer is about 50 cents on the dollar and the district as compared to their settlement with the R F C. Think it over. At least the district should be as lenient with their debtors as they were treated by the government, and I did my part in helping the district to secure the blessings which the government gave them.

I am leaving for the North on July 8th to be gone 10 days. I would appreciate hearing from you before then.

Yours sincerely,

EF H

the board of administration for the district and the district should be as lenient with their debtors as they were treated by the government, and I did my part in helping the district to secure the blessings which the government gave them.

Very truly yours,

For Director, Office of
Reconstruction Finance Corporation
Washington, D. C.

June 30, 1933

Ed Fletcher Papers

1870-1955

MSS.81

Box: 4 Folder: 45

General Correspondence - Clotfelter, U.T.



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