

HENRY L. DAVIS, President.
H. D. LAWRIE, Secretary.

CAPITAL STOCK \$1,000,000.
CAPITAL & SURPLUS FUND PAID UP \$950,000.



A. H. WINN, Manager.
W. M. BABCOCK, Treasurer.
E. H. RIXFORD, Counsel.
B. S. WILKINS, Associate Counsel.

PRIVATE EXCHANGE
KEARNY 1029.

San Francisco, Cal. Aug. 14, 1909.

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

Dear Sir:-

Have you any proposition to make concerning our
land in the "S" Tract?

We are delaying answers to a number of inquiries until
we hear from you, and trust, therefore, that you will
reply as soon as possible.

Yours very truly,

CALIFORNIA TITLE INSURANCE AND TRUST COMPANY.

[Signature]
Manager.

H. W. KELLER
President

Branch Offices:

San Diego, Cal.,
1848 D Street
Del Mar, Cal.

South Coast Land Company

(INCORPORATED)

MAIN OFFICE
608 PACIFIC ELECTRIC BUILDING
LOS ANGELES, CAL.

Phone Main 227

W. G. KERCKHOFF
Vice President

L. H. PETERS
Secretary

DIRECTORS

H. E. HUNTINGTON
C. A. CANFIELD
W. G. KERCKHOFF
E. FLETCHER
H. W. KELLER

San Diego, Cal., Aug. 16, 1909.

California Title, Insurance and Trust Co.,

Gentlemen:- I am in receipt of yours of August
14th relative to S tract and ~~note~~ contents ^{noted} when your Mr.
Lawrence ~~Rath~~ was here he made a price on the property
of \$30,000. This is out of the question.

Providing you care to sell the property for
\$20,000, I will give you \$150.00 for a 90 days option if
the property can be purchased on the following basis:
\$5000.00 down; \$5000.00 on or before ^{on contract} one year ^{at which time} and the ^{deed and}
balance on or before two years from date of sale, with ^{is a mortgage}
interest at 6% net. ^{I will want the \$150 to apply to} ^{a satisfactory} ^{reimburse-}

~~giving a deed to certain portions of the ranch~~ I have no
doubt but that we can sell this property, and if you de-
sire any reference as to my ability, or responsibility I
will be pleased to have you get in touch with the follow-
ing people. First National Bank, Southern Trust & Savings
Co., of San Diego; Dunn or Bradstreet Agency, G. X. Wendling,
Geo. W. McNear, Mr. Scott of Scott & VanArsdale of San Fran-
cisco; as well as any of the directors of the South Coast
Land Co. of Los Angeles, Cal.

Yours very truly,

Ed Fletcher

EF-BH.

*please forward papers
and check will be forthcoming*

*Purchase
price
if sale is made*

San Diego, Cal., Aug. 17, 1909.

California Title Insurance and Trust Co.,
San Francisco,
Cal.

Gentlemen:-

I am in receipt of yours of August 14th relative to the "S" tract, and contents noted. When your Mr. Rath was here he made a price on the property of \$30,000. This is out of the question.

Providing you care to sell same for \$20,000 I will give you \$150.00 for a 90 day option, the property to be purchased on contract on the following basis: \$5000.00 down, \$5000.00 on or before on year, at which time deed and mortgage is to be executed, and the balance on or before two years with interest at 6% net. I would want a mutually satisfactory relinquishment clause in case I sold a portion of the property. In case deal is consummated, I would also want the \$150.00 to apply towards the purchase price, and have no doubt but that I can sell the property.

If you desire any reference as to my ability and responsibility, kindly ring up G. Wendling of the Pine Box Lumber Co. of San Francisco, or write to the any of the directors of the South Coast Land Co. of Los Angeles, as well

Aug. 17, 09.

California Title Insurance and Trust Co.,
San Francisco,
California.

Gentlemen:-

I am in receipt of yours of August 14th relative to the "S" tract, and contents noted. When your Mr. Rath was here he made a price on the property at \$30,000. This is out of the question.

Providing you care to sell the property for \$20,000 I will give you \$150.00 for a 90 day option, the property to be purchased on contract on the following basis: \$5000. down, \$5000. on or before one year, at which time deed and mortgage is to be executed, and the balance on or before two years with interest at 6% net. I would want a mutually satisfactory relinquishment clause in case I sold a portion of the property, but at all times your company would be protected. In case deal is consummated, I would also want the \$150.00 to apply towards the purchase price, and have no doubt but that I can sell the property.

If you desire any reference as to my ability or responsibility, kindly ring up G. X. Wendling of the Pine Box Co. of San Francisco, or write to the directors of the South Coast Land Co. of Los Angeles, as well as Dunn and Bradstreet Agencies.

If this proposition is satisfactory, please for-

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ward papers and a check will be forthcoming.

Yours very truly,

EF-BH.

HENRY L. DAVIS, President.
H. D. LAWRIE, Secretary.

PRIVATE EXCHANGE
KEARNY 1029.



CAPITAL STOCK \$1,000,000.
CAPITAL & SURPLUS FUND PAID UP \$950,000.

A. H. WINN, Manager.
W. M. BABCOCK, Treasurer.
E. H. RIXFORD, Counsel.
B. S. WILKINS, Associate Counsel.

San Francisco, Cal. Aug. 19, 1909.

E. Fletcher, Esq.,

San Diego, Calif.

Dear Sir:-

We have your letter of the 17th inst. relative to the purchase of lands in the "S" Tract, El Cajon Rancho. The price you mention viz. \$20,000.00, is considerably less than we had expected to realize for the property. At the same time we feel that \$30,000.00 is perhaps a top figure. We will sell the property upon the terms you mention with some slight modifications, and propose the following:

Upon payment of \$150.00 we will grant you an option to purchase the property for \$20,000.00 payable as follows: \$5,000.00 on or before October 20, 1909, remaining \$15,000.00 in three equal annual payments thereafter. Deed to pass upon the payment of the first \$5,000.00, the purchaser to then execute notes for the remainder of the purchase price, bearing interest at 6% per annum payable semi-annually. The payment of these notes to be secured by a first mortgage upon the property. The mortgage to require payment of the mortgage tax by the mortgagor.


Release clause to provide for release of parcels, according to the present map subdivisions, as it would not be practicable to re-subdivide the property. We would, no doubt, be able to

agree upon a satisfactory release clause. The \$150.00 to be deducted from the first payment of \$5,000.00 if made. You will, of course, be entitled to possession of the property upon the payment of the first \$5,000.00 and execution of deed. The mortgage would provide that the entire indebtedness might be declared due in case of default in payment of interest for a stipulated period.

If these terms are satisfactory, please wire us and we will prepare and send you an agreement drawn on the lines suggested. You will observe that we have provided for practically a sixty-day option, instead of ninety days as mentioned by you. This is done for the reason that if the option is not exercised, we desire to be in a position to arrange for the cultivation of such portions of the land as are suitable for the purpose.

Yours very truly,

CALIFORNIA TITLE INSURANCE AND TRUST COMPANY.


Manager.

August 21, 1909.

California Title Insurance & Trust Co.,

San Francisco, Cal.

Gentlemen:

Answering yours of August 19th, will say that I will pay you \$150 for an option to purchase for \$20,000, providing the option extends over a period of 90 days from date of Sept. 1st. The deferred payments are satisfactory, as well as the other conditions. I must insist on a 90-day option, however. Now, you refer to the matter of cultivation of portions of the land as the reason for not giving me a 90-day option. I own or have charge of the leasing of approximately 14,000 acres of land in San Diego County today. My life work has been in touch with the grain business and ranching of all kinds, including cattle. I now have charge of leasing out 3700 acres of land also, for the F. & W. Thum Co., the "sticky fly paper" millionaires, who reside in Pasadena, Cal. You can write to them, or the South Coast Land Co. of Los Angeles, or U. S. Grant, of San Diego, relative to my ability to get as much out of leasing land as anyone here.

I write you the foregoing to let you know that I am in a position to lease this land for you in case I cannot exercise my option, and as you have been getting nothing out of this land in the past, I would like to show you what I can do in the matter of leasing same. You can pay me whatever you think is right at the expiration of the year. All the above being in case I fail to sell the property, but my main idea in offering to do this is that I may keep in touch with you and eventually be allowed to sell the property, either by

O. T. I. & T. CO. #2.

sub-division or otherwise, for I believe I can make such a showing on that land compared to what you have done in the past, as to make you feel that your interests are in safe hands in San Diego. On receipt of a letter giving me authority I will immediately proceed to secure tenants for all the lands, either for grain or cattle, for this coming year, so that you need not have any hesitancy in giving me a 90-day option on that account for I will either sell your lands or lease them to far better advantage than you have ever done in the past. I realize that you want to sell the property and will make no leases covering a period of more than a year without your consent.

Yours very truly,

HENRY L. DAVIS, President.

H. D. LAWRIE, Secretary.

PRIVATE EXCHANGE
KEARNY 1029.



A. H. WINN, Manager.
W. M. BABCOCK, Treasurer.
E. H. RIXFORD, Counsel.
B. S. WILKINS, Associate Counsel.

San Francisco, Cal. Aug. 27, 1909.

Mr. E. Fletcher,

San Diego, Calif.

Dear Sir:-

We are in receipt of your letter of the 21st inst. regarding option upon the property in the "S" Tract El Cajon Rancho owned by this Company, and have decided to go ahead upon substantially the terms you mention. We have prepared and enclose a form of option which please return to us with your approval, if the same is satisfactory and we will then execute the option and forward it to you. You will observe that the amount of the first payment is \$4,850.00. No further provision need be made regarding the \$150.00 to be paid at the time of the execution of the option.

The description excepts portions of lots 44 and 48. We understand from Mr. Rath that you are familiar with the location of the excepted portions, which immediately adjoin the southeast boundary line of the lots referred to. There is also an exception of one acre in lot 52 conveyed to El Capitan school district.

We should like to have you act in the matter of renting the property as suggested in your letter, and as soon as the

Aug. 31, 1909

California Title Insurance & Trust Co.,

Kohl Block,

San Francisco, Cal.

Gentlemen:-

Answering yours of August 27th, enclosed find check for \$150. Kindly send and return one copy of the option.

In a separate letter of instructions which I desire to show, please state that I am your agent and have the authority to lease as well as an option to purchase the property. This will be satisfactory. I will make lease as per your letter of August 27th.

Now as regards the boundaries of each individual lot. Have you ever had this property surveyed and by whom. We will have to find the corners. Kindly furnish all information possible.

Yours very truly,

EF-FS

Encls.

IGNATZ STEINHART, Vice President.

E.H. RIXFORD, Vice President.

H.D. LAWRIE, Secretary.

CAPITAL STOCK \$1,000,000.
CAPITAL & SURPLUS FUND PAID UP \$950,000.

OFFICE OF

California Title Insurance AND Trust Co.

PRIVATE EXCHANGE
KEARNEY 1029.

KOHL BUILDING.

A.H. WINN, Manager.
WM. BABCOCK, Treasurer.
E.H. RIXFORD, Counsel.
B.S. WILKINS, Associate Counsel.

San Francisco, Cal. Sept. 8, 1909.

Mr. E. Fletcher,

San Diego, Calif.

Dear Sir:-

We enclose you copy of letter from L. A. Silva with copy of our reply thereto.

Before we took up negotiations with you, Silva offered \$5.00 an acre for lot 52. In our letter of August 20th, to which he refers, we told him that according to our information the land was worth at least \$12.00 per acre. We also had some talk with him when he came to San Francisco recently regarding the sale of lot 51, for which we intimated, an offer of \$3,600.00 might be entertained. We advise you of these facts so that you may take such action as you may deem proper in the premises.

Yours very truly,

CALIFORNIA TITLE INSURANCE AND TRUST COMPANY.

A.H. Winn
Manager.

Lakeside, Calif. Sept. 6, 1909.

Mr. A. H. Winn:-

Dear Sir:-

Your letter of August the 20th was received. I like to get Block 52 which contains 76.53 acres. I will try it to be before you soon as I am able, to get me that piece of land. Also Block 51 I except the price. Soon as I get through here I will come up to San Francisco. I am pretty busy to settle one of my friends is dead. I have to settle his estate. Appoint me to be magistrate. Then I like to know if you have'nt sold Block 49. It is five or six different parties want to get it. There is a great many here who want to know the price of the land. They insist on me to show them the Block, also want to know the price of the land. Nothing more.

Yours truly,

L. A. Silva.

Please answer soon. Also about the clear land I spoke to you about the renting.

Sept. 8, 1909.

Mr. L. A. Silva,

Lakeside,

San Diego Co., Calif.

Dear Sir:-

We have your letter of the 6th inst. regarding land in the "S" Tract, Rancho El Cajon. We placed this land in charge of Mr. E. Fletcher of San Diego, to whom we have given an option allowing him the privilege of purchasing all the lots owned by this Company. He will also have charge of the renting of the land.

Yours very truly,

CALIFORNIA TITLE INSURANCE AND TRUST COMPANY.

Manager.

Sept. 11, 1909.

California Title Insurance & Trust Co.,
Kohl Building,
San Francisco, Cal.

Gentlemen:-

I acknowledge receipt of yours of September 8th and
thank you for same. I will take up the matter immediately.

Yours very truly,

EF-FS

IGNATZ STEINHART, Vice President.
E.H. RIXFORD, Vice President.
H.D. LAWRIE, Secretary.

PRIVATE EXCHANGE
KEARNY 1029.



CAPITAL STOCK \$1,000,000.
CAPITAL & SURPLUS FUND PAID UP \$980,000.

A.H. WINN, Manager.
W.M. BABCOCK, Treasurer.
E.H. RIXFORD, Counsel.
B.S. WILKINS, Associate Counsel.

San Francisco, Cal. Sept. 13, 1909.

Mr. E. Fletcher,
San Diego, Calif.

Dear Sir:-

We enclose copy of letter from Joseph P. Miller
relative to some of our property in the "S" Tract, El Cajon
Rancho. We have written to Mr. Miller simply stating that
the matter is in your hands, and that you hold an option of
purchase.

Yours very truly,

CALIFORNIA TITLE INSURANCE AND TRUST COMPANY.

A.H. Winn
Manager.

Sept. 15, 1909.

California Title Insurance & Trust Bldg.,
Kohls Building,
San Francisco, Cal.

Gentlemen:-

Answering yours of September 13th I thank you for
notifying Mr. Miller that the property is in my charge.

Yours Very truly,

EF-FS

Sept. 21, 1909

California Title Insurance & Trust Co.,
Kohls Building,
San Francisco, Cal.

Gentlemen:-

Will you please render me a statement of your
receipts for the last three years, 1906, 1907, 1908,
showing the revenue of the property here that I have taken
under option and the name of the representative in charge.

Please give me the right to collect all past rents.
Make it in the shape of a letter and this will be appreciated.

Yours very truly,

EF-FS

IGNATZ STEINHART, Vice President
E.H. RIXFORD, Vice President
H.D. LAWRIE, Secretary

CAPITAL STOCK \$1,000,000.
CAPITAL & SURPLUS FUND PAID UP \$950,000

OFFICE OF

California
Title Insurance AND Trust Co.

KOHL BUILDING.

A.H. WINN, Manager.
WM. BABCOCK, Treasurer.
E.H. RIXFORD, Counsel.
B.S. WILKINS, Associate Counsel.

PRIVATE EXCHANGE
KEARNY 1029.

San Francisco, Cal. Sept. 24, 1909.

Mr. Ed Fletcher,
San Diego, Calif.

Dear Sir:-

Replying to your letter of the 21st inst. we are unable to give you any information as to receipts of the property for the three years you mention. During the greater part of this time, the property was under the control of the former owners, and the management was such that no data is obtainable here regarding the revenue.

We enclose letter giving you authority to collect all past rents.

Yours very truly,

CALIFORNIA TITLE INSURANCE AND TRUST COMPANY.

A.H. Winn
Manager.

Sept. 25, 1909.

California Insurance Title & Trust Co.,

Kohl Building,

San Francisco, Cal.

Gentlemen:-

The exceedingly dry weather this Summer has not improved the ranch and it is not a good time to sell the property. I have had many people out there but the property does not show off to good advantage at this time and will not until the rains come this Winter.

It will be necessary for me to either make a small payment or get an extension of time for three months or possibly arrangements of this kind can be made with you. There is one small piece of 100 acres in Lot 51 that I can sell for cash and together with some money that I have, I could probably make you a payment of \$3000, the first of December. I would want you to execute a deed to 100 acres of land as I will need to give a deed in order to get the money to make part of the first payment. I would want the contract to be dated December 1st instead of September 1st and interest to commence from date of December 1st.

Now the situation is this gentlemen, that it is hard to sell any property to advantage until the rains come but if you would consider this proposition as described above, I will immediately proceed to close up a deal for the

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sale of 100 acres as specified above and as soon as I have your assurances that the above is satisfactory and that I can sell this 100 acres as mentioned above, I will enter into a contract with you to pay you \$2850 down together with the \$150 already paid; \$3000 June 1st, 1910 and at which time a deed and mortgage is to pass and \$5000 a year until paid.

The only difference to you as compared to the original option is the loss of three months interest and the receiving of \$3000 down instead of \$5000, but a contract with me is good and you know it will be carried out. I am worth \$250,000 and the banks of San Diego will vouch that you are absolutely secure in any contracts that you may make with me.

You are getting a good price for your property. I understand not once but several times, you have offered this property for sale for from \$15,000 to \$18,000. That however has no bearing in the matter. I would not be buying the property if I did not think I could make some money eventually but it takes a man who knows his business and one who will get out and rustle in the subdivision of the property in order to make a success of it and it will be a long time before you will ever be able to realize on the property, unless it be some one who thoroughly understands the local conditions.

As stated before I do not ask you to execute a deed to this 100 acres of land, thereby reducing your security to that extent until such time as I have signed a contract to purchase the entire property. I do not want the property

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bad enough to go out and borrow \$5000 to make the first payment but if I can sell off just a piece of it with your consent to help me on the first payment, which I think I can do, then I am willing to go ahead with the deal. An early reply will be appreciated.

Yours very truly,

EF-FS

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

Friend Rath:-

The above is explanatory and for your information. Things look awfully dusty out there now and especially to a stranger. Mr. Silva has not \$100 to his name. Mr. Chambers cannot raise \$500 to save his soul unless he can borrow it and I am trying to get a friend to loan it to him so that I can realize at least one-half of the money from the sale of 100 acres of land to Chambers. If this can be done, and I believe it can, I will take the chances on the whole proposition.

I can get \$3000 cash from Jennings for 48 and 49 but there is absolutely nothing in it for either of us, if we let that property go at that price and I won't do it. That is the best price Mr. Jennings will pay.

I am going to work up a eucalyptus proposition for 48 and 49. I do not believe the company could sell that property for to exceed \$15,000 to \$16,000 cash today but I am

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counting a good deal on the future. While my proposition to the company is legitimate and one that Mr. Wynn will find is all right if he will investigate my standing with either the Southern Trust & Savings Bank or the First National Bank here or by ringing up G. H. Wendling of San Francisco or William Woodhead, Manager of the Sunset Magazine or Mr. Scott of Scott and VanArsdale.

Yours very truly,

EF-FS

San Diego, Cal. October 2st, 1909.

"California Title Insurance & Trust Co., "S" Tract.,

TO ED FLETCHER DR.

Sept. 4,	Use of auto 1 day showing property	"S" Tract.	\$25.00
" 11,	"	"	25.00
" 18,	"	"	25.00
" 28,	"	"	25.00
Oct. 2,	"	"	25.00
		Balance	<u>\$125.00</u>

Received payment,

Oct. 4, 1909.

California Title Insurance & Trust Co.,
San Francisco, Cal.

Gentlemen:

I have heard nothing from you relative to my proposition of paying \$3000 on December 1st, and the balance on term payments, with a release clause.

Regarding Mr. Silva, will say that he has not a hundred dollars to his name, and is now drawing a pension from the County Supervisors of \$10.00 a month to support himself. He is a nice old fellow, but from a financial standpoint is not to be considered. Mr. Miller is a tenant on our property. I refer to the Syndicate property in which I am interested, 3200 acres adjoining El Cajon. I have known him for a number of years and you would have a hard time getting anything out of him, although he is worth \$6000 or \$8000. As stated to you before, the proposition is not ripe to sell at present, from my standpoint, but if you desire to go ahead with the deal along the lines outlined, I would appreciate an early decision, as it affects my plans materially. I would prefer to give a note and mortgage of \$17,000, deferred payments to be made as specified in my letter, with the privilege of paying any or all of it off at any time.

Regarding a release clause, that need not be in the agreement, but I would like a letter from you to the effect that the different tracts can be released upon the payment of so much per acre. I only want to be fair in that matter. Mr. Rath certainly is a good judge. The following is my idea of values in the matter of release clause:

O. T. I. & T. Co. #2.

Lot 42, \$6.00 per acre;
" 43 and 44, \$4.00 per acre;
" 48, \$5.00 per acre;
" 49 and 50, \$4.00 per acre;
Balance of 51, not deeded, \$3.00
Lots 52, 54, 57 and 58, \$10.00
Lot 56, \$8.00
" 53, 6.00
North Half Lot 55, \$6.00
South " " 55, 10.00

Simply a letter to me to this effect would be satisfactory to me in the matter of relinquishment. Mr. Rath showed me the certificate of title on the property from the Union Title and Trust Co. I would expect that you would furnish me a clear certificate of title showing the property free and clear of all encumbrances. If not, I think it only fair that you should allow the sum of \$50.00 toward the expense of the certificate. If the above is satisfactory you may draw up the papers dating them December 1st, 1909, and forward the same to me. Mrs. Fletcher's name is Mary C. B. Fletcher. If the mortgage is satisfactory we can execute the papers, deposit them with the First National Bank of San Diego, and you can forward a grant deed to the property to them, with instructions to deliver said deed to me on the payment of \$2850., or better still \$2800, the \$50. being for the certificate. It is understood that you are to pay the taxes that are now due, I to pay all taxes hereafter, giving you 6% net, so I suppose the mortgage would read 9% with a 3% rebate clause providing I pay the taxes. I would prefer to have the mortgage read 6% net, and I pay the taxes if it can be done legally and to your satisfaction. All the above is simply a general proposition for your approval, and in order to facilitate matters.

Thanking you for an early reply, I am

Yours very truly,

Oct. 6, 1909.

California Title Insurance & Trust Co.,

Kohl Bldg., San Francisco, Cal.

Gentlemen:

Answering yours of October 4th, will say that I am surveying the hundred odd acres of land that I would want an outright deed to in case this deal goes through, and will send up the legal description in three or four days. This piece should not be included in the mortgage.

Yours very truly,

EF-RC.

San Diego, Cal. Oct. 15, 1909.

California Title Insurance & Trust Co.,

Kohl Building,

San Francisco, Cal.

Gentlemen:-

If you decide to do business with me along the lines as outlined by my previous letters the following is the description of the piece of land that I would want a deed for and not have it included in the mortgage.

All that tract of land lying entirely within and South of the Northerly boundary of Lot No. 51 of Tract "S" of Rancho El Cajon, San Diego County, California, more particularly described to-wit:-

Beginning at a point, which is North (Mag. decln. 14° 45' E.) 42.9 feet (from the N.E. Cor. of the tract of land deeded by Issac Lankershim to W. E. Flynn in the year 1877) to the center of the County road from El Cajon to Valle de las Viejas; thence along the center of said County road, N. 82° 30' E. 2084.7 feet; thence S. 82° 45' E. 703. feet; thence N. 77° 45' E. 1700 feet; thence N. 83° 15' E. 400 feet; thence S. 88° 11' E. 200 feet; thence N. 86° 03' E. 562.6 feet; thence leaving said County road S. 1° 00' E. 277. feet, to a plug in rock mound on rocky point; from whence the El Capitan school house bears N.E. about 150 feet; thence continuing from said point on rocky point S. 79° 00' W. 1596 feet to a plug in rock mound; thence S. 68°

-2-

00' W. 400 feet to a plug in rock mound, thence S. 24° 00' W. 200 feet to a plug in rock mound; thence S. 71° 40' W. 1022 feet to a plug in rock mound; thence S. 83° 30' W. 635 feet to a plug in rock mound; thence S. 77° 00' W. 1115 feet to a plug in rock mound; thence N. 89° 30' W. 882.8 feet to a boulder in place, two (2) feet by three (3) feet, and projecting one (1) foot out of the ground, along side ^{of} which a rock mound was built; the above point is on the East line of the W. E. Flynn tract before mentioned; thence North along said East line 885.9 feet to the N.E.Cor. of said W. E. Flynn tract, and 938.8 feet to the place of beginning containing 92.40 acres.

Yours very truly,

EF-FS

San Diego, Cal. October 18, 1909.

California Title Insurance & Trust Co.,

Kohl Building,

San Francisco, Cal.

Gentlemen:-

I am in receipt of yours of October 16th and contents noted. I will make a payment of \$2850, which makes the first payment \$3000., and give my note for \$2000, due June 1, 1910. If you will investigate the matter, you will find my note is good at any bank in San Diego. I am worth between \$200,000 and \$300,000, as you can readily find out through Dunn's Agency and feel that you should be satisfied with my proposition if you desire to sell on time.

Yours very truly,

EF-FS

Mr. Lawrence Rath,

2080 Green St.,

San Francisco, Cal.

Friend Rath:-

The above is explanatory. At what price do you suppose the property could be purchased if spot cash is paid?

Yours very truly,

EF-FS

Nov. 24 1909

California Title Insurance & Trust Co.,
Kohl Building,
San Francisco, Cal.

Gentlemen:-

Did you not in your contract with Ralston Realty Co. have an agreement to the effect that they were to turn over all their equity secured through the Eastern interests? In their deed of July 14, 1908, they did not include that portion of block 45 lying east of the flume of the San Diego Flume Co.

That piece of property still stands in the name of the Ralston Realty Co., and was secured by the Ralston Realty Co. by conveyance as follows: From Eastern to Collier, Collier to Stearns, Stearns to Coon and Coon to Ralston Realty Co. The above is the chain of title.

There are two or three acres of valuable land and the Ralston Realty Co. should give a quit claim deed according to my understanding. Kindly look up the contract first and see what it covers.

Yours very truly,

EF-BO

Dec. 1, 1909

California Title Insurance & Trust Co.,
San Francisco, Calif.

Dear Sirs:-

I made the third payment yesterday as per agreement, although as yet I have not been able to close the deal in the sale of the 92 acres.

When Mr. Rath came to San Diego; originally, he showed me a certificate of title from the Union Title and Trust Co. which showed a clear title to Lot 48. I had a base search made however by said company and they showed that you do not own all of Lot. 48, there being approximately ten acres lying between the creek and the flume that belongs unquestionably to other parties.

On examination of your certificate of title which Mr. Rath showed me, I found it was only dated back to the 19th of Sept. 1902, and therefore was a limited certificate from that date.

Under date of October 23rd, I entered an agreement with Mr. Rath wherein he gave me assurance that your company would make a reasonable adjustment for this shortage of ten acres. The ten acres described above all lie below the flume and can be irrigated with water from the flume, therefore is all the more valuable piece. Practically all of it is bottom land and is the most valuable piece of land that we have in the whole tract.

I consider that it is only just and equitable that I

Dec. 1, 1909

California Title Insurance Trust Co.,

San Francisco, Calif.

Gentlemen:-

I made the third payment yesterday as per agreement, although as yet I have been unable to close the deal in the sale of the 92 acres.

When Mr. Rath came to San Diego, originally, he showed me a certificate of title from the Union Title and Trust Co. which showed a clear title to Lot 48. I had a base search made however by said company and they showed that you do not own all of lot 48, there being approximately ten acres lying between the creek and the flume that belongs unquestionably to other parties.

On examination of your certificate of title which Mr. Rath showed me, I found it was only dated back to the 19th of Sept. 1902, and therefore was a limited certificate from that date.

Under date of October 23rd, I entered an agreement with Mr. Rath wherein he gave me assurance that your company would make a reasonable adjustment for this shortage of ten acres. The ten acres described above all ly below the flume and can be irrigated with water from the flume, therefore is all the more valuable. Practically all of it is bottom land and is the most valuable piece of land that we have in the whole tract.

I consider that it is only just and equitable that I

Calif. T Ins. T/ Co. #2

should have a credit of \$500.00 on the contract.

Mr. Rath, I am sure, will bear me out in my statement that he represented to me that I was getting this land. He gave me the certificate of title which showed that you owned the land. I do not think that he intended misrepresenting the facts, but it is simply a case of we both overlooking the fact of the certificate of title being a limited certificate.

I am perfectly willing to leave the matter of value to arbitration, if you consider the valuation too high that I have placed on the property. By looking at the map you will see that this ten acres is not less than two miles of the Cuyamaca Station at Lakeside, and there is flowing water in the creek all the year round. The water right alone is valuable.

In all fairness, I would like to have your company do what is right in the matter and place to my credit the value of the land, to be deducted from the next payment.

Yours very truly,

EF-BO

April 7, 1910

California Title Ins. & Trust Co.,
San Francisco, Calif.

Dear Sir:-

Enclosed find quit claim deed and map showing settlement made between Mr. Tadlock and myself relative to boundary line. I have made an equitable trade with him for approximately one half acre of land in lieu of the same amount of property he is deeding to me. The three other adjoining neighbors have joined into the same deed so as to clear Mr. Tadlock's title to the property.

Yours very truly,

EF-BO

Encl.

April 20, 1910

California Title & Ins. Trust Co.,
San Francisco, Calif.

Dear Sir:-

Answering yours of April 9th will say I have given the bond guaranty to the Union Title & Trust Company guaranteeing the title and it will not be necessary for you to sign any quit claim deed, so let the matter drop.

In the meantime, we are short a quit claim deed signed by a number of people. Did this office send you a blank deed to sign or quit claim deed signed by a number of people. I expect to be in San Francisco within a few days. Tell Mr. Rath I will see him at that time.

Yours very truly,

EF-BO

May 26, 1910

California Title Insurance & Trust Co.,

San Francisco, Calif.

Dear Sir::

Enclosed herewith find my check for \$450.00 being six months interest on the mortgage. Regarding my personal note due and payable the first of June, I wish you would extend it for three or six months if possible.

The property has not been selling as well as I expected. Please give me the amount of the note and the interest, and I will send you check for the interest and would like to have you extend payment of the note on the basis of one half in three months and one half in six months.

Trusting that this will be satisfactory to you, I remain,

Yours very truly,

EF-BO

Encl.

June 3, 1910

California Title Insurance & Trust Co.

San Francisco, California.

Dear Sirs:-

Enclosed find check for \$855.00 being \$800.00 on account of note and \$55.00 on account of interest, leaving \$1000.00 still due on the note. This is the best that we can do at the present time.

The property has not been selling well and things have not been going as nicely as I would have wished them to go. In addition, I have just had to put in nearly \$50000.00 in the purchase of interest in the San Diego Flume Company which has taken all the money that I could dig up and borrow. I will send you check for the other \$1000.00 in three months. This will be greatly appreciated just at this time.

Enclosed find clipping which is explanatory.

Yours very truly,

EF-BO

Encl.

Aug, 31, 1910

California Title Insurance & Trust Co.

Kolh Bldg.

San Francisco, Cal.

Gentlemen:-

Answering yours of August 12th I have this day placed \$500.00 to your credit with the First National Bank, and will pay the rest as soon as I can, possibly by October 15th.

Thanking you for an extension on this, I remain

Yours very truly,

EF/CD

Sept, 3, 1910

California Title Insurance & Trust Co.

San Francisco, Cal.

Gentlemen:-

Answering yours of September 1st, will say that you are well aware that I have disposed of little of the property to advantage and my verbal understanding was that I would be assisted by extensions in the matter of payments in case it became necessary. You are well aware that money is tight and I feel that I have done very well under the circumstances. As I had to go out and rustle for the money I do feel under the circumstances that you should be willing to wait until the 1st of October for the balance \$500.00.

Yours very truly,

EF/CD

Sept. 8, 1910

California Title Insurance & Trust Co.

San Francisco, Cal

Gentlemen:-

I acknowledge receipt of yours of September 6th
and thank you for the extension.

Yours very truly,

EF/CD

Oct. 15, 1910

California Title Insurance & Trust Co.

Kohl Bldg.

San Francisco, Cal.

Gentlemen:-

Answering yours of October 11th on my return home
today from the east I enclose you herewith check for \$250.00
I never was so hard up for ready money in my life and ask you
to be a little patient for the balance.

Yours very truly,

EF/CD

Dec, 9, 1910.

California Title Insurance & Trust Co.

Kohl Bldg.

San Francisco, Cal.

Gentlemen:

Enclosed herewith find check for \$250.00. I would appreciate it if you would let \$200.00 of it go for three months and I will pay the interest on the \$200.00 deferred payments.

I regret to say that I am much disappointed in the sale of this property.

Yours very truly,

EF/CD

Dec, 15, 1910.

California Title Insurance & Trust Co.

Kohl Bldg.

San Francisco, Cal.

Gentlemen:

I am in receipt of your letter of the 12th and thank you for the extension of \$200.00 interest until March. This proposition is not developing as fast as I expected. Would you care to consider any proposition to take it back. In order to do anything with this proposition at least \$20,000.00 should be spent immediately to develop it and I have not the money to do it.

Yours very truly,

EF/CD

IGNATZ STEINHART, Vice President.

E.H. RIXFORD, Vice President.

H.D. LAWRIE, Secretary.

CAPITAL STOCK \$1,000,000.
CAPITAL & SURPLUS FUND PAID UP \$950,000.

OFFICE OF

California
Title Insurance AND Trust Co.

KOHL BUILDING.

A.H. WINN, Manager.

WM. BABCOCK, Treasurer.

E.H. RIXFORD, Counsel.

B.S. WILKINS, Associate Counsel.

PRIVATE EXCHANGE
KEARNY 1029.

San Francisco, Cal.

Dec. 29, 1909.

Mr. Ed Fletcher,

San Diego, Calif.

Dear Fletcher:-

Yours of the 22nd, containing express receipt for box of apples (which arrived the day before Christmas) received.

I thank you very much and appreciate your kindness in remembering a forlorn old bachelor. They have a delicious flavor, and we all enjoyed eating them. Mr. Winn says that they are the finest he ever tasted. You are certainly fortunate in having a ranch that will raise such fruit.

Mr. Winn joins me in wishing you a Happy and prosperous New Year.

Yours very truly,

Lawrence Rath

P. S. How about that newspaper article? Have not received it yet.

Ed Fletcher Papers

1870-1955

MSS.81

Box: 4 Folder: 17

**General Correspondence - California
Title Insurance and Trust Company**



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