Union 10/9/34

FIRE DESTROYS $75,000 STUDIO AT GROSSMONT

Fire early yesterday destroyed the $75,000 Grossmont Studio building, two miles east of La Mesa, and started a 15-acre brush blaze that for two hours threatened La Mesa and Grossmont homes.

With flames leaping 200 feet as the frame structure burned, the fire attracted 2000 persons from San Diego and adjoining communities.

With a crew of 14 state firemen under Luther Gordon, state fire marshal, and 100 volunteers battling the flames, it was more than three hours before the blaze was brought under control. Fanned by a northeast wind, sparks and cinders started small fires in several sections nearby.

Despite the proximity of the brush fire to Grossmont and La Mesa homes, none was damaged. Ed Miller, night watchman, La Mesa, who was in the building when the fire started, escaped injury. A car left at the building by M. Waling, La Mesa garage owner, was destroyed. Waling's home near the structure was threatened, but was saved by fire fighters who sprayed water around the residence more than two hours.

Because of the intense heat, water pumped by five fire trucks turned to steam before it reached the blaze. Trucks from La Mesa and El Cajon and three state trucks answered emergency calls.

Walter A. Trudeau, 368 Central ave., Lemon Grove, owner of the dine and dance hall in the building, told firemen he left for home soon after 2 a. m.

"We made a careful check in the building to make sure there were

(Continued on Page 2, Col. 8)

EARLY MORNING FLAMES DESTROY OLD FILM STUDIO

(Continued from Page One)

no burning cigaret butts on the floor," Trudeau told fire authorities. "I am at a loss to know how the fire started."

The fire started between the time that Trudeau left the building and 3 a. m. F. J. White, en route to his home at El Cajon, told firemen that when he passed the building there was no sign of fire. Just as he reached his home, less than 20 minutes later, the building was enveloped in flames, he said.

Explosion of large amounts of beer in the structure provided entertainment for the hundreds of persons who gathered at the scene less than a half hour after the fire started.

Emergency crews from the telephone company and San Diego Gas & Electric Co. were called. Workmen cut high-tension wires near the building to avoid spread of the blaze. Gas pipes were melted and escaping natural gas added fuel to the fire.

Persons questioned by fire officials were unable to help determine cause of the blaze. Authorities were investigating the possibility that the blaze was of incendiary origin.

Built 15 years ago for $175,000, the structure was occupied six months by a motion picture company. Stars of wild west pictures were featured in films made at the studio. Until three years ago the building was vacant, but in 1931 it was converted into a skating rink. That business failed and it was not until last June that Trudeau opened the dine and dance hall.

The building was owned by the Grossmont Park Co., in which Col. Ed Fletcher has a small interest. According to Fletcher, $1000 insurance is carried by the company. Fletcher was in San Francisco and when notified of the blaze flew to San Diego, arriving at 7 a. m. yesterday.

Trudeau is said to have an $8000 investment in the building, part of which is covered by insurance.

Cuyamaca Solana Beach Pine Hills Grossmont

Ed Fletcher Company

Fletcher Building
020 Eighth St.

San Diego, California

February 20, 1925.

Grossmont Studios, Inc.
San Diego, Calif.

Gentlemen:

As per our understanding, enclosed find statement showing the real estate sold, giving legal description as well as prices, the total sales amounting to $60,620.00.

Also a report of Mr. Shropshire, our engineer, showing the acreage sold to date to be 49.09 acres.

This shows an average sales price of $1235.00 per acre. Our agreement calls for a twenty-five percent reduction, which is $309.00 per acre, leaving a net valuation of $926.00 an acre.

There is included within the exterior boundaries of this property to the Grossmont Studios, Inc. 16.35 acres, which at $926.00 an acre, amounts to$15,140.00 which is what we are entitled to at par in stock of the Grossmont Studios.

Attached hereto is map showing lands sold in Grossmont subdivision.

Yours truly,

GROSSMONT PARK COMPANY

By Ed Fletcher

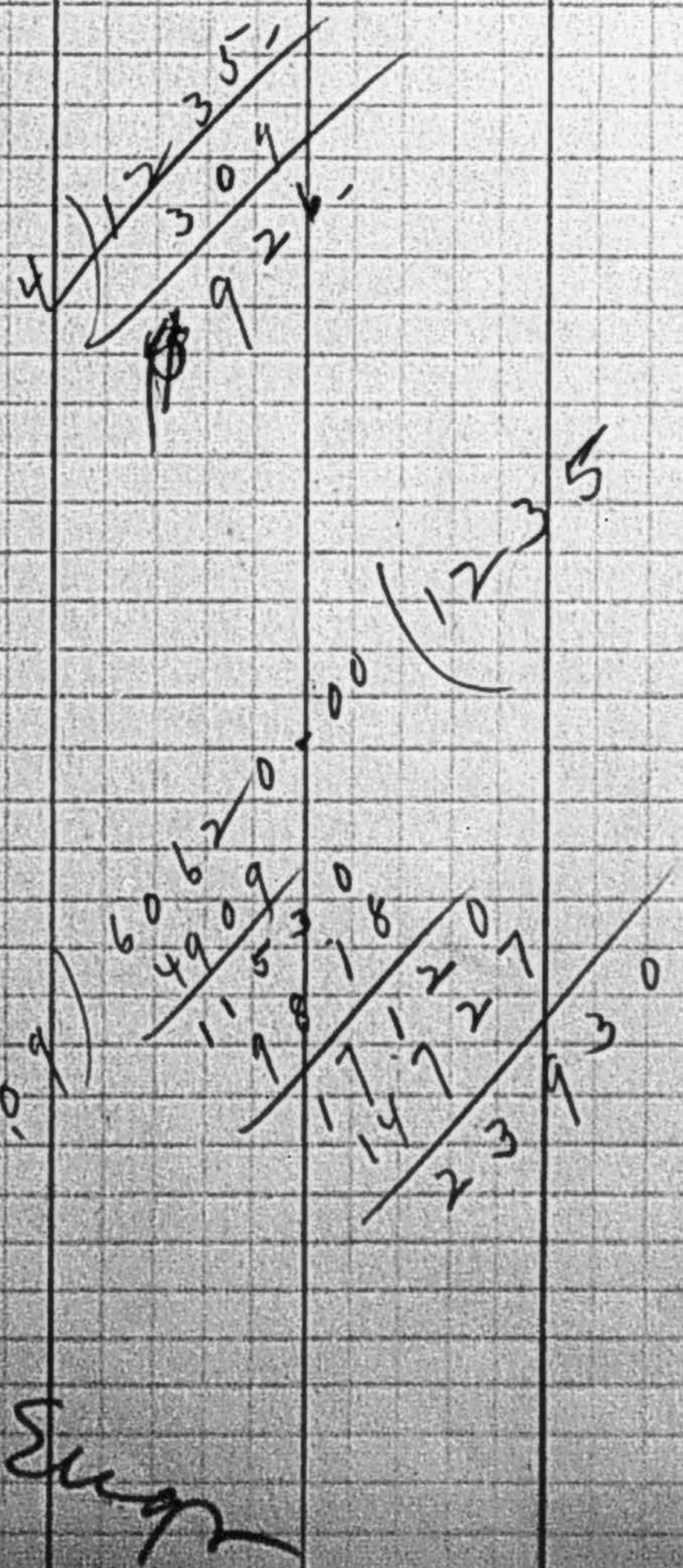
EF:KLM

LIST OF LOTS SOLD IN GROSSMONT SUBDIVISION

Name	Lot No.	Amount
Heink	3	$ 1500
Schneider	12	700
Bennett	23	600
Bennett	24-E 20 ft	75
Barnes	35-E 75 "	350
Schults	36	500
Flesner	39	570
Heller	40	700
Heink	45	350
Clark	50	600
Hubbard	61	700
Sessions	62	300
Hubbard	63	500
Kinsley	64	600
Oldberg	65	600.
Milsop	66	540
Doyle & Clark	67 & 68	1100
Scripps	69	550
Gilbert	70	300
Bond	71 & 71½	1000
Behymer	72	400
Dodge	74	375
O'Brien	77	400
Peery	78	400
Gjertson	79 & 80	800
Blossom	97 & 98	1000
Lewis	99 & 100	1200
Candee	101 & 2-3	2100
Lieber	117	1250
Lieber	118-119	1200
Carreno	130	1500
Gadski	131	1000
Robinson	132 to 136 inc	5500
Bond	137	600
Woole	228 to 230	
	237 to 239	2000
Fuller	231	500
Wister	279	4000
Fisher	280	2500
Guy	324	1550
Burbank	340	1000
Wheeden	341	900
Lewis	359	1000
Rapley	393	600
McCurry	399	700
Wray	422	750
Hayden	476-485	
	486 & O	1800
Robinson	pt of 551	3200
Cheany	D	750
Wister	F	600
Vaile	317	1500
Jennings	318	1500
Davis	456 to 462	4000
O'Brien	552 & 555	1500
Harris	pts of 440 & 442	410
		$60620

Acreage in Grossmont Lots

Lot No	Planim Reading	Acreage	L	Lot No	Planim Reading	Acreage
124 3 r	1175	1.03				
12 ✓	290	.25				
23 ✓	290	.25				
E20'of24 ✓		.03				
E75' " 35 ✓	214	.20				
36 ✓	332	.28				
39 ✓	335	.30				
40 ✓	160	.14				
45 ✓	400	.35				
50 ✓	322	.20				
61 to 70 ✓	2339	2.03				
71 & 71½ PK						
✓ 72 & 73	500	.44				
74 ✓	130	.11				
77 to 80 ✓	505	.44				
97 to 103 ✓	2400	2.10				
117 to 119 ✓	732	.64				
130 " 136 ✓	2910	2.53				
228 " 230 ✓	184	.67				
237 " 239 ✓	+50	.54				
231 ✓	—	.18				
279 to 280 ✓		19.72				
324 ✓		1.00				
340 to 341 ✓		.78				
389 ✓	395	1.43				
393 ✓	87	.32				
399 ✓	105	.38				
422 ✓	88	.32				
476 to 01 ✓	483	1.75				
485 to 486 ✓						
Part 551 ✓		3.01				
D ✓		.52				
F ✓		.67				
317 ✓	768	.98				
456 to 462 ✓	760	2.75				
552 to 554 ✓	581	.32				
Part 440 to 442 ✓	—	.18				
Part 318 ✓		7.75				
		49.09				



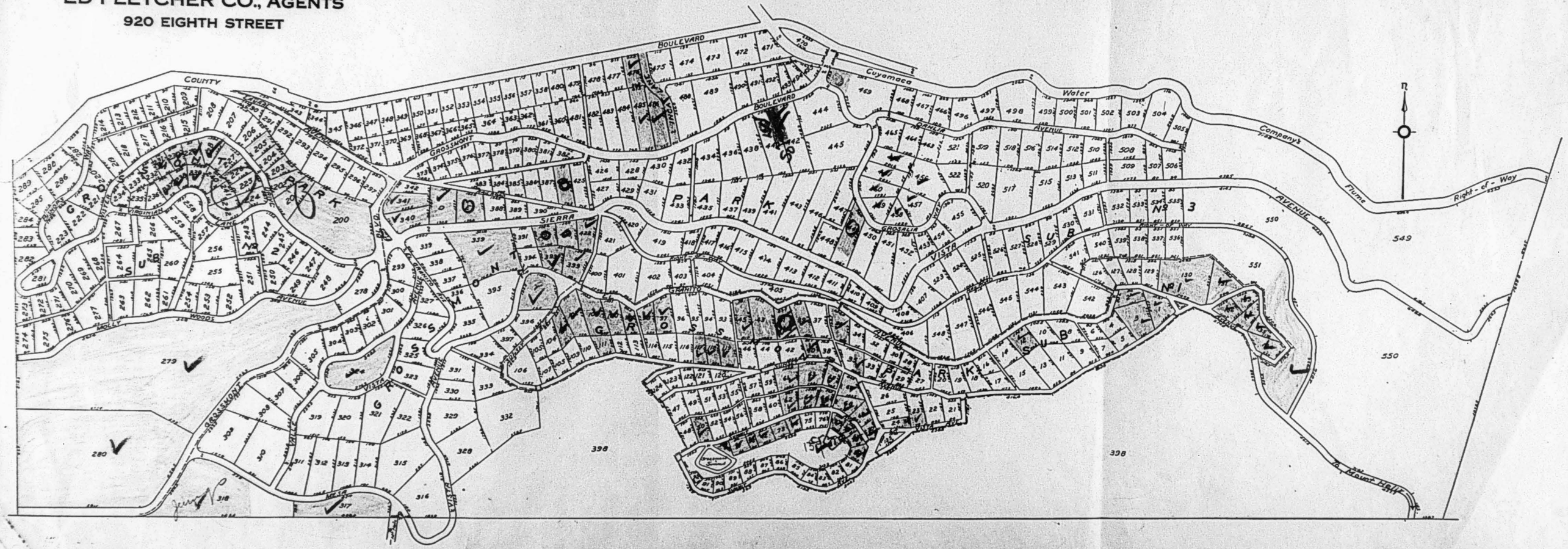
GROSSMONT PARK

SUBDIVISIONS 1, 2 AND 3

SAN DIEGO COUNTY, CALIFORNIA

ED FLETCHER CO., AGENTS

920 EIGHTH STREET



19th

January twenty-five

GROSSMONT PARK COMPANY

State of California
San Diego, California
GROSSMONT STUDIOS, INC.

y

Ten and no/100 -

y

y at

xxx or near Grossmont
San Diego California

Lots 9, 10, 14, 15, 16, 17, 18, 21, 22, 23, 24, 33, 34, 35 and 36, also a strip or piece of ground adjoining the above described lots and included between the same and a line made up of the following course and distances to-wit: Beginning at the Northwest corner of Lot 25, thence Southeasterly along the northerlyline of said Lot 25, 60 feet to a point; thence southerly to the intersection of the division line between Lots 29 and 30 with the southerly line of Lot 25; thence southerly along the division line between Lots 29 and 30, 40 feet; thence due west 295 feet; thence due South 40 feet; thence due west 140 feet; thence due south 60 feet; thence south 45& west 50 feet; thence due west 40 feet more or less to the eastern line of Lot 33; also a strip or piece of ground adjoining the above described lots and included between the same and a line made up of the following courses and distances to-wit; Beginning at a point on the westerly line of Lot 33 distant from the northerly corner of said Lot 33, 200 feet; thence due west 45 feet more or less to eastern boundary of Lot 40 and thence due north 320 feet more or less to the Southwest boundary line of Lot 35, all being included in the Brier Tract, San Diego County, California, as per map No. 1475 recorded in the office of the County Recorder, San Diego County, the 11th day of September, 1912.

y its

GROSSMONT PARK COMPANY

S. L. Studios - San Diego,
a Trust Estate, unincorporated

Ten and no/100 -
es

GROSSMONT STUDIOS, INCORPORATED

and near Grossmont in the

Lots 9,10,14,15,16,17,18,21,22,23,34,33,34,35 and 36, also a strip or piece of ground adjoining the above described lots and included between the same and a line made up of the following courses and distances to wit-
Beginning at the Northwest corner of Lot 25, thence Southeasterly along the northerly line of said Lot 25, 60 feet to a point; thence southerly to the intersection of the division line between Lots 29 and 30 with the Southerly line of Lot 25; thence Southerly along the division line between Lots 29 and 30, 40 feet; thence due west 295 feet; thence due south 40 feet; thence due west 140 feet; thence due souh 60 feet; thence south 45° west, 50 feet; thence due west 40 feet more or less to the eastern line of Lot 33; also a strip or piece of ground adjoining the above described lots and included between the same and a line made up of the following course and distances to-wit; Beginning at a point on the westerly line of Lot 33 distant from the Northerly corner of said lot 33, 200 feet; thence due west 45 feet more or less to eastern boundary of Lot 40 and thence due north 320 feet more or less to the Southwest boundary line of Lot 35, all being included in the Brier Tract, San Diego County, California, as per map No. 1475 recorded in the office of the County Recorder, San Diego County, the 11th day of September, 1912.

its

our s s 19th January 5.
TRUSTEES:

Office

January 16, 1925.

Miss Fletcher:

I have agreed to turn in the S. L. Studio land and take stock based on 75% of the total sales value of all the land we have sold in Grossmont Park. This includes all the lots from Carrie Jacobs-Bond's down, including Mrs. Robinson's, Schumann-Heink's excepting the lot which I gave her, on which don't put any price, and do not include in the acreage.

I don't remember about the Murray lots , whether I gave them to Murray or was it an exchange of some kind.

It does include the Wister acreage, the Wister lot, and the 3 or 4 acres I sold over in the Southwest corner to that man, Carl Fisher of Minneapolis.

Have Shropshire determine the acreage of all of these lots to the center of the street on every side. By knowing what the acreage is and knowing what the total gross sales price is we can then determine what we are to be paid per acre for the Grossmont Studio lots, less 25%

E. F.

SUGGESTED DEVELOPEMENT

FLETCHER STUDIO PROPOSITION.

With the end in view of obtaining immediate activity with a consequent quick return it is considered advisable to specialize on WESTERN Productions during the initial period of the developement.

The reason for this is Two-fold. First the utter dearth of accomodations for Western Production Companies in Los Angeles at the present time. Out of 63 Studios operating in Los Angeles there are none with facilities that consider the special need of this class of Production. Further there are none available adjacent to Typical Western Scenery such as that in the environs of Grossmont and ElCajon. There are approximately 145 Western Features made in Los Angeles annually. These are produced by some 18 Western Producing Companies. There are approximately 252 Western Two Reel subjects made in L.A. annually, made by 15 Western Shoret Reels Producing Companies. This makes 33 Western Producing Companies without adequate facilities for Western production now operating in L.A. all of which are prospects for the new Studio project. When the natural advantages of the adjacent Desert, Mountain, Valley, and Rolling Hill country is considered in connection with specialized Studio facilities it is considered that the developement will be greatly accelerated by starting on a Basis of Western Production. Second, the comparatively small investment required for Studio Accomodations of this nature as detailed below:

CONSTRUCTION REQUIREMENTS.

In the order of their availability.

Western Street.	Cow Town, Mining Town, Movable Stage.	$3000.
Mexican Street.	Dobe, incl. Stables.	1500.
Corral		500.
Administration		2500.
Equipment	Horses, Outfits, Etc.	3000.
Studio "B".	130x90x24, 33000 ft.	20000.
Electrical, "B"	Streets and Studio,	17200.
General Equip.	As per List incl. Cameras	12500.
Studio "A"	300x100x30, 85000 ft.	50000.
Elect. Equip. "A".		20000.
Operation Capital.		20000.

TOTAL CAPITAL REQUIRED ENTIRE STUDIO DEVELOPEMENT $150200.

PLAN OF OPERATION.

$30,000 Cash is required to start Operations and place them on a Paying Basis. This money is required for the Construction and Purchase of the following items.

a.	Western Street,	$3000.	
	Mexican Street	1500.	
	Corral	500.	
	Administration	2500.	
	Equip.Wetsern	3000.	
			$10,500.
b.	Electrical Equip.	$17200.	
	Genl.Equip.	12500.	
		$29700.	
	$13,000. Cash Balance Terms		13,000.
c.	Operation Capital		6,500.
			$30,000.

NOTES.

a. This Construction willmaccord with the General Plan evolved for the entire Studio Project, and will immediately become operative as a profitable unit as explained in Foreword on previous page.

b. It is suggested that a temporary arrangement be made with the S.L.Studios for the use of their building which we shall equip completely pending the construction of our Studio "B" when all such Equipment will be moved to our own Studio completely equipping same. In General Equipment there arevmany items that will not be necessary until construction of Studio "A" is completed, but it is considered advisable to purchase same now while they are on the Market at such a cheap price. This investment therefore covers General Equipment for both Studio"B" and Studio"A". The arrangement covering the temporary occupancy of the S.L.Studios enables us to start ~~xxx~~ active and profitable work within thirty days.

c. This is of course approximated but is purposely made large to cover any contingency. It is carried over, of course, in the continuous operation the Developement has in mind.

CARRYING EXPENSE. First Unit, Western.

Minimum of Five Co's.	$850.
Maximum of Nine Co's.	$1215.

RETURNS.

	First Unit, Western.	Profits.
Minimum of Five Co's.	$1375.	$ 525. Weekly.
Maximum of Nine Co's.	$2475.	$1260. Weekly.

GENERAL COMMENT.

The figures covering Carrying Expense, Returns, and Profits are confined to the operations of the First Unit. called Studio "B" and Western. A conservative estimate on the returns from the complete Developement as outlined would be three times the Maximum Profit, or $3700. Weekly. These figures are based entirely upon an expenditure of $750. per Company per week on Sets, Lights, Building, Equipment, Haulage, and other items upon which we shall charge the usual 10% over Cost.

It is suggested that before any permanent construction take place a complete and comprehensive plan of the entire Studio Developement, as related to the Real Estate Developement, be conceived and plotted. As the Studio Developement progresses it will then become a part of the General Plan of Developement and a distinct addition to the attractive ensemble of the entire project.

As to the possibilities in connection with future developement of San Diego as a Production Center wevappend herewith some pertinent facts:

LOS ANGELES.

Number of Units	200	
Studios	63	
Capital Invested		$15,000,000
Number employees	15,000	
Annual Payroll		25,000,000
" Production Cost		150,000,000
Dependent Investments		6,000,000

RECORD OF MATERIALS REMOVED PAGE ___ OF ___

COLLECTION NAME ED FLETCHER.

SERIES & FOLDER TITLE · S & L Studios

Description of Material		Date Of Material	Re-Filed As: Series	Re-Filed As: Folder Title
LETTER	Fletcher to E. A. WERNER	6/6/22	CORRES: WERNER	
"	WERNER to Fletcher	6/7/22	"	"
"	Fletcher to Cal State Corporation Commission	6/6/22	"	: CAL. ST. CORP. COM
"	" to Fletcher	6/8/22	"	"
"	Fletcher to Corp Com	2/20/24	"	"
	Corp. Com to Stone & Stone	3/6 20	"	"

BEFORE THE STATE CORPORATION DEPARTMENT

OF THE

STATE OF CALIFORNIA

In the Matter of)
GROSSMONT STUDIOS, INC.,) PETITION FOR RELEASE OF ESCROWED STOCK
a corporation)

Comes now Grossmont Studios, Inc., a corporation, and respectfully shows:

I.

That petitioner is a corporation duly organized, acting and existing under the laws of the State of California, and that a copy of its Articles of Incorporation and its By-Laws are on file in the office of said State Corporation Department as exhibits to its petition for authority to issue capital stock heretofore filed.

II.

That the directors and officers of said corporation are as follows:

Ed Fletcher	President and Director
H. A. Wolstencroft	Vice President and Director
K. L. May	Secretary-Treasurer and Director
B. H. Taylor	Director
Robert Hart	Director

That the principal place of business of said corporation is

920 Eigth Street, San Diego, California.

III.

Reference is hereby made to said original petition for information regarding the general nature, plans and equipment of said corporation.

IV.

That on or about the 14th day of May, 1925, the permit of said State Corporation Department was duly issued authorizing said corporation to issue ten hundred fourteen (1014) shares of its capital stock to the persons named or described in said application. That pursuant to such authority said corporation has caused to be issued certificates of stock as follows:

Certificate No.	Name	No. of Shares
6	Eckles, Lowerison & Wolstencroft	304
7	Grossmont Park Co.	200
8	Wm. R. Rumsey	1 4/5
9	The Robert Cordtz Co.	9/20
10	Seymour & Seymour	47/100
11	Dodge & Carlisle	4/5
12	W. C. Merritt Co.	3 13/20
13	Bledsoe Furniture Co.	1 1/50
14	H. V. Lee Co.	2 1/3
15	Whenn Electric Co.	8
16	Ross Brothers	18/20
17	M. C. White Co.	3 13/20
18	Chas. R. McCormick Lumber Co.	17 15/20
19	R. Francis	1 6/20
20	Geo. H. Stone	10
21	Quayle Bros.	6 12/20
22	P. M. Johnson	77
23	P. H. O'Brien	49/50
24	Oliver Whaley	1 2/20
25	Robert Hart	10 7/20
26	E. J. Shulter	5 15/20
27	A. H. Arnett	9 16/20
28	Claude L. Chambers	10
29	K. L. May	14 1/20

Certificate No.	Name	No. of Shares
30	Minnie W. Russell	17 1/2
31	M. S. Lanyon	1 3/4
32	Mrs. Kezle and Roy Croft DeVitan	1 3/4
33	H. L. Curney	1 3/4
34	S. Wasuhara	8 3/4
35	Chas. C. Peters	1 3/4
36	Phillip Bartlett	35/100
37	Sunset Engraving Co.	35/100
38	Mrs. M. J. Plumer	35/100
39	W. J. McClellan	70/100
40	Louisa Lemmrick	7
41	Mrs. A. Strehlke	8 2/5
42	A. S. Bridges	7/10
43	Mrs. Marie Seebinger	35/100
44	Stephen Reynolds	35/100
45	Elizabeth Darling	7/10
46	E. W. Porter	3 1/2
47	W. G. Phillips	35/100
48	Alda M. Ferris	7/10
49	Bertha S. Myers	35/100
50	Frank E. or Flora J. Backus	1 3/4
51	Oliver Whaley	1 3/4
52	Mrs. Mary Myhra	35/100
53	Percy C. Taylor	35/100
54	F. W. Maier	7/10
55	Cy E. Trullman	35/100
56	Thomas O. Burger	1 1/20
57	A. F. Goldberger	35/100
58	Jennie C. Clarke	35/100
59	Eleanor C. Logan	1 3/4
60	Chester Munson	35/100
61	Mrs. Elizabeth Warfield	35/100
62	M. K. Lynch	35/100
63	Francis J. Griffin	35/100
64	Mrs. Francis J. Griffin	7/10
65	L. Oppenheimer	35/100
66	W. J. Bing	7/10
67	Estelle Jones	35/100
68	Pearl Jones	35/100
69	Harriett Henley	1 3/4
70	Harriett E. Henley	5 19/20
71	A. A. Miller	1 3/4
72	O. F. Eckles	1 3/4
73	Claus Spreckels	35/100
74	Miss Ada M. Rockhill	35/100
75	Mrs. Marie Seebinger	35/100
76	Shirley Stoddard	1 3/4

Certificate No.	Name	No. of Shares
77	J. E. Lowerison	1 3/4
78	H. A. Wolstencroft	3/4
79	Mrs. A. G. Stevens	1 3/4
80	Chas. A. Miller	875/1000
81	William S. Miller	875/1000
82	Lena Kendall	35/100
83	Dr. M. C. Harding	3 1/2
84	J. D. Hall	35/100
85	George H. Stone	3 1/2
86	Fred H. Cox	1 3/4

That said certificates and each of them are now in the custody of Fidelity Mutual Corporation pursuant to the direction and authority of said Department.

V.

That no stock of said corporation has been offered for sale to the public, and said corporation does not intend to market stock at the present time. That the affairs of said corporation have been maintained in status quo since the issuance of said original permit; that a small income has been received from rentals of said studio, and the same is now under lease at a monthly rental of Two Hundred Fifty Dollars ($250) per month. The mortgage indebtedness of said corporation in the sum of Seventeen Thousand Five Hundred Dollars ($17,500) remains at that amount and all interest thereon has been paid to date. Attached hereto and marked "Exhibit A" is financial statement of said corporation; and attached hereto and marked "Exhibit B" is the cash-book statement from January 1, 1925, to date.

VII.

That in accordance with the terms of said original permit and as hereinbefore appears, a large amount of capital stock has been issued in small units to various stockholders; that such stockholders paid cash for their holdings through purchase of units in S-L Studios, a trust

estate, whose assets and liabilities were taken over by petitioner; that frequent demand is made upon petitioner for delivery of stock certificates, and it is difficult to explain to these small owners why they are not permitted to receive stock certificates as evidence of their present interest in this corporation. That the officers of this corporation have explained to various individuals the conditions of the escrow imposed by the State Corporation Department, but the present situation is unsatisfactory and is considered by such stockholders as unfair. That there is no market for such stock and no campaign is contemplated for marketing the same, and the officers of the corporation believe it is for the best interest of all concerned that the escrow, or such portion thereof as is acceptable to the State Corporation Department, be released. That a copy of the resolution of the board of directors of said corporation on such subject is attached hereto and marked "Exhibit C".

WHEREFORE, petitioner prays that the certificates of stock representing outstanding shares be released from escrow and delivered to the owners thereof.

_____

Attorneys for Petitioner.

STATE OF CALIFORNIA, }
County of San Diego. } ss.

K. L. MAY, being first duly sworn, deposes and says: That she is the secretary of Grossmont Studios, Inc., a corporation, petitioner in the above entitled matter; that she has heard read the foregoing Petition for Release of Escrowed Stock and knows the contents thereof; that the same is true of her own knowledge, except as to those matters which are therein stated on her information ar belief, and as to those matters she believes it to be true.

_____

Subscribed and sworn to before me this _____ day of March, 1927.

_____
Notary Public in and for the County of San Diego, State of California.

State of California, Controller's Department
Sacramento, Cal.
No. 10952

STATE TAX RECEIPT

1925 *1st Half State Taxes for Assessment Year 1925 of the*

Grossmont Studios, Inc.

Amount of Assessment . . . . $ 100.00
Tax . . . . . $ 1.50
½ of Tax . . . . . $ .75

STATE TAX RATES
Railroads, 7%
Electric Railways, 5.25%
Electric and Gas, 7.50%
Telegraph and Telephone, 5.50%
Car Companies, 5.25%
Express Companies, 1%
Insurance Companies, 2.60%
Banks, 1.45%
Franchises, 1.00%

PAID
AUG 5 1925
RAY L. RILEY,
State Controller
By

Being one half of tax for 1925 assessed to said Company as shown by Assessment Roll on file in Controller's Office and being State Tax for Seventy-Seventh Fiscal Year, July 1, 1925, to June 30, 1926.

1st Half . . .	
15% Penalty . .	
6% Penalty . .	
Total 1st Half	
2d Half . . .	
6% Penalty . .	
Total 2d Half .	
Total Tax . .	

State of California, Controller's Department
Sacramento, Cal.
No. 10952

STATE TAX RECEIPT

1925 *2d Half State Taxes for Assessment Year 1925 of the*

Grossmont Studios, Inc.

Amount of Assessment . . . . $ 100.00
Tax . . . . . $ 1.50
½ of Tax . . . . . $ .75

STATE TAX RATES
Railroads, 7%
Electric Railways, 5.25%
Electric and Gas, 7.50%
Telegraph and Telephone, 5.50%
Car Companies, 5.25%
Express Companies, 1%
Insurance Companies, 2.60%
Banks, 1.45%
Franchises, 1.00%

PAID
AUG 5 1925
RAY L. RILEY,
State Controller
By

Being one half of tax for 1925 assessed to said Company as shown by Assessment Roll on file in Controller's Office and being State Tax for Seventy-Seventh Fiscal Year, July 1, 1925, to June 30, 1926.

May 20, 1925.

To the Commissioner of Corporations,
State of California:

The undersigned being practically all of the creditors of the S. L. Studios, so-called, hereby certify that the compromise plan, creating the Grossmont Studios, Inc., and transferring the S. L. Studio property to Grossmont Studios, Inc., as per papers now on file with you, meets with our hearty approval, and so far as we know is satisfactory to all parties in interest.

We urge early action.

Respectfully yours,

cc sent to Wolstencroft

LEGAL CREDITORS - S. L. STUDIOS

February 12, 1926.

W. M. Rumsey, surveyor	920 Eighth St	$ 179.87
~~H. Ivor Thomas (no claim made) Audit~~		[redacted]
Robt. Cordts, Advertising	1241 India Street	45.14
Seymour & Seymour	522 Union Bldg.	47.05
Dodge & Carlisle, Trucking	P. O. Box 972	79.04
~~Clunes Theatre Company (No Claim)~~		[redacted]
W. C. Merritt Company, Plumbing	727 Seventh Street	364.56
Bledsoe Company, Furniture	1100 Sixth Street	101.71
H. V. Lee Company, Painting	1041 Columbia Street	233.36
Whenn Electric Company	955 Eighth Street	797.44
Ross Bros., Trucking	860 Third Street	89.40
M. G. White Company, Insurance	241 Sprockels Bldg.	363.80
Chas. R. McCormick Lumber Co.,	3835 University Ave.	1,771.97
R. Francis, Plumbing	La Mesa	130.34
Geo. H. Stone, Legal	655 Sprockels Bldg.	1,000.00 626.07
Quayle Bros., Architects	601 Sprockels Bldg.	658.58
P. M. Johnson, Furniture	Johnson-Saum	700.00
~~H. P. Goodman, Legal~~	Los Angeles	[redacted]
P. H. O'Brien		98.58
Oliver Whaley		108.58
Salary R. D. McLeod	Arno Hotel	349.36
Checks " " "		1,356.75
Advances by R. Hart, Dec. 5 to Jan. 12		1,134.39
E. J. Shulter, Salary		575.00
A. H. Arnett note		977.88
C. L. Chambers		1,000.00

cc-Wolstencroft

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO.

No. .

ED FLETCHER, Plaintiff, vs. FIDELITY MUTUAL CORPORATION, a corporation, Trustee, and GROSSMONT STUDIOS, INC., a corporation, Defendants.	COMPLAINT TO AVOID DEED AND APPOINT TRUSTEE TO MAKE SALE AND CONVEYANCE.

COMES NOW the plaintiff above named, and for cause of action against said defendants alleges as follows:

I.

That defendant FIDELITY MUTUAL CORPORATION is a corporation organized, acting and existing under the laws of the State of California, with its principal place of business in the City of San Diego, California.

II.

That defendant GROSSMONT STUDIOS, INC., is a corporation organized, acting and existing under the laws of the State of California, with its principal place of business in the City of San Diego, California.

III.

That on or about the 28th day of January, 1927, said defendant Grossmont Studios, Inc., ~~Trustor~~, made and executed its promissory note in the sum of Ten Thousand Dollars ($10,000.00), payable on or before one year after date, to plaintiff Ed Fletcher, with

interest from January 28, 1927, at the rate of seven per cent per annum, payable quarterly; that said defendant Grossmont Studios,Inc., at the same time and for the purpose of securing said promissory note, made and executed a certain deed of trust, dated January 28, 1927, to defendant Fidelity Mutual Corporation, a corporation, Trustee, a true copy of which deed of trust is hereunto attached, marked Exhibit "A", and made a part hereof; that the same was recorded and now appears of record, in book 1343 of Deeds, page 2, in the office of the Recorder of San Diego County, California.

IV.

That thereafter, defendant Grossmont Studios, Inc., defaulted in the payment of principal and interest of said note and plaintiff made demand upon defendant Fidelity Mutual Corporation, Trustee, that notice of default and election to sell under said deed of trust be given as required by law; that pursuant thereto, said defendant did give notice and a true copy of such notice is hereto attached, marked Exhibit "B" and made a part hereof; that the same was recorded on the first day of February, 1928 and now appears of record in book 1414, page 364 of Deeds, Records of San Diego County, California.

V.

That thereafter, said defendant Fidelity Mutual Corporation, Trustee, caused a notice of Trustee's sale to be published in The Daily Transcript, a newspaper of general circulation,printed and published at the City of San Diego; that said newspaper is not published in the township wherein the land described in said deed of trust is located and that there is, published and was on April 23, 1928, in said township, to wit, in the Township of El Cajon, San Diego County, California, a newspaper of general circulation; that said notice was published on the 23rd day of April, on the 30th day of April,

on the 7th day of May and on the 14th day of May, 1928; that pursuant to such notice and on the 15th day of May, 1928, said defendant trustee purported to hold a sale of the real property described in said deed of trust, and the same was struck off to plaintiff Ed Fletcher and thereafter, on the 15th day of May, 1928, defendant Fidelity Mutual Corporation, as Trustee, made and executed to plaintiff Ed Fletcher its Trustee's Deed, wherein and whereby it purported to convey to plaintiff, under its powers as trustee under said deed of trust, all of the real property described in said deed of trust and in said Trustee's deed; that said Trustee's deed was thereafter recorded and now appears of record in book 1480 of Deeds, page 80 , in the office of the Recorder of San Diego County.

VI.

That plaintiff is advised that such Trustee's deed and the proceedings upon which the same were based are invalid to pass good and sufficient title to plaintiff and therefore alleges that defendant Fidelity Mutual Corporation, Trustee, has failed to execute in favor of plaintiff the power of sale vested in said trustee under said deed of trust, the benefits of which plaintiff is entitled to receive; that plaintiff declines to accept said real property subject to any trust in favor of defendant Grossmont Studios, Inc., and refuses to exercise any power of sale and to act as trustee in connection therewith; that defendant Fidelity Mutual Corporation asserts that it has exercised the power of sale conferred upon it under said trust deed and declines to exercise such power by further proceedings in the absence of further authority; said defendant is, however, ready, able and willing to accept appointment by the court as trustee, clothed with the powers specified in said deed of trust, and plaintiff requests the appointment of said defendant as such trustee for said purposes.

VII.

That defendant Grossmont Studios, Inc., has not since such purported sale on the part of said trustee paid, or tendered, any portion of its indebtedness, but that plaintiff did, upon receiving such Trustee's deed, believing the same to be a full and complete exercise of the power of sale vested in said trustee, give credit to said defendant Grossmont Studios, Inc., for the sum of Eleven Thousand Two Hundred Forty Four Dollars and eighty two cents ($11,244.82).

WHEREFORE, plaintiff prays for the judgment of this court vacating such sale, canceling such credit of $11,244.82, and avoiding such Trustee's deed, relieving plaintiff of any duties, as trustee, devolving upon him; and appointing said Fidelity Mutual Corporation trustee, for the purpose of exercising all powers originally conferred upon the trustee in said deed of trust, including the re-sale of said property, to satisfy such indebtedness, pursuant to said notice of default and election to sell, recorded on the first day of February, 1928, and that plaintiff have all other proper relief.

_____

Plaintiff.

STATE OF CALIFORNIA,
COUNTY OF SAN DIEGO } ss.

ED FLETCHER

being by me first duly sworn, deposes and says: That he is the plaintiff

in the above entitled action; that he has read the foregoing Complaint to void deed and appoint trustee to make sale and conveyance

and knows the contents thereof; and that the same is true of his own knowledge, except as to the matters which are therein stated upon his information or belief, and as to those matters that he believes it to be true.

Subscribed and sworn to before me this

day of May, 192 9

Notary Public in and for said County and State.

(Seal)

SLOANE & SLOANE
SUITE 1230 JOHN D. SPRECKELS BLDG.
SAN DIEGO, CALIFORNIA

Case No._____ Dept. No._____

IN THE

Superior Court

OF THE

COUNTY OF SAN DIEGO

STATE OF CALIFORNIA

ED FLETCHER,

Plaintiff,

vs.

FIDELITY MUTUAL CORPORATION, a corporation, Trustee, and GROSSMONT STUDIOS, INC., a corporation,

Defendants.

COMPLAINT TO VOID DEED AND APPOINT TRUSTEE TO MAKE SALE AND CONVEYANCE.

SLOANE & SLOANE
SUITE 1230 JOHN D. SPRECKELS BLDG.
SAN DIEGO, CALIFORNIA

Attorneys for Plaintiff.

Received copy of the within this _____ day of _____, 192__

_____

Attorney for _____

11 Extra 5

L E A S E

THIS INDENTURE, Made and entered into the 1st day of April, 1927, by and between GROSSMONT STUDIOS, INC., a corporation pursuant to resolution of its Board of Directors duly made, hereinafter called the Lessor, and J. STUART BLACKTON, JR. and DOUGLAS S. BRIGHT, hereinafter called the Lessee, WITNESSETH AS FOLLOWS:

(1) That in consideration of the payment of rent and the performance of each of the covenants hereinafter contained, said Lessor does hereby lease and let unto the said lessees all that real property situated in the County of San Diego, State of California, described as follows, to-wit:

> Lots 9, 10, 14, 15, 16, 17, 18, 21, 22, 23 24, 33, 34, 35 and 36, also a strip or piece of ground adjoining the above described lots and included between the same and a line made up of the following courses and distances, to-wit: Begin ning at the Northwest corner of Lot 25; thence Southeasterly along the Northerly line of said Lot 25, 60 feet to a point; thence Southerly to the intersection of the division line between Lots 29 and 30 with the Southerly line of Lot 25; thence Southerly along the division line between Lots 39 and 30, 40 feet; thence due West 295 feet; thence due South 40 feet; thence due West 140 feet; thence due South 60 feet; thence South 45° West, 50 feet; thence due West 40 feet more or less to the eastern line of lot 33; also a strip or piece of ground adjoining the above described lots and included between the same and a line made up of the following courses and distances, to-wit: Beginning at a point on the Westerly line of lot 33 distant from the Northerly corner of said lot 33, 200 feet; thence due West 45 feet more or less to eastern boundary of lot 40 and thence due north 320 feet more or less to the Southwest boundary line of lot 35, all being included in the Brier Tract, San Diego County, California, as per map No. 1475 recorded in the office of the County Recorder, San Diego County, the 11th day of September, 1912; together with improvements and equipment thereon.

(2) The term of this lease is for a period of three (3) years, beginning April 1st, 1927 and ending March 31st, 1930.

(3) In addition to the obligations hereinafter assumed

by the lessees, said lessees agree to pay a rental of Twenty-five Dollars ($25.00) a day for each working day, with a minimum rent of Twelve Hundred Dollars ($1200.00) a year for the first year, Fifteen Hundred Dollars a year for the second year and Two Thousand Dollars ($2000.00) a year for the third year. When the said lessees have used the studios for enough working days to pay the minimum annual rental at the rental of $25.00 a day, as above stated, they said lessees are to render a statement and to pay each month aforesaid rent for the days the studios are used.

Receipt is hereby acknowledged of Six Hundred Dollars ($600.00) being minimum rent for the first six months' period of this lease, and it is understood and agreed that said lessees are to pay six months' minimum rent in advance on the 1st day of April and the 1st day of October of each year during the continuance of this leage. Said rentals to be paid to lessor at 920 Eighth Street, San Diego, California, or elsewhere upon written order of lessor.

It is understood and agreed that a working day in the studio is an eight-hour day inside, when pictures are actually in production on the stage.

A monthly statement is to be rendered said lessors showing the number of working days the said lessees have used the studios and a regular set of books is to be kept, subject to inspection at any time by the lessors on demand.

(4) Should default be made in payment of any monthly installment of rent, or should lessees fail in the performance of any other covenant herein contained, lessor may notify lessees thereof by registered mail, addressed to lessees at said premises, and if such failure shall continue for a period of ten (10) days from the date of mailing of such notice, lessor may at its option thereupon, or at any time thereafter, terminate this lease and all agreements herein contined, and may, without notice, re-enter and re-possess itself of said premises and prop rty, and all the

rights of said lessees hereunder shall thereupon forever cease. Acceptance of rental after such default shall not be construed to be a waiver of any covenant hereof, but the same and all of the same shall remain in full force and effect without additional notice or demand.

(5) Lessees shall pay all charges for water, gas, electricity and other service furnished to said premises at its request or for its use, but in the event that any such charge or charges shall be left unpaid, with the result that such service will be discontinued until payment thereof, Lessor may at its option, on giving ten (10) days' notice by registered mail of its intention, advance and pay the amount thereof, whereupon such sum or sums shall become due and payable by Lessees as an additional obligation under this lease.

(6) The Lessees agree to take proper care of said premises, and to keep the same at all times in as good condition as when received, ordinary wear and tear and damage by the elements excepted, and to committe or suffer no waste thereof and to keep the property at all times in a safe, sound and sanitary condition, and not to commit or suffer any act in violation of any law thereon. Said building shall be used only for production of motion picture films and/or activities allied with the motion picture industry, and the adjoining grounds shall be used only for purposes made necessary by reason of the operation of a motion picture studio thereon.

(7) The Lessees further agree to accept the premises in the condition in which they now stand, and with the equipment they now contain, as per inventory hereto attached, and any repairs or improvements which may be deemed necessary or desirable, or such as may be required under the terms of this lease, shall be at the expense of said Lessees. No structural alteration, however, shall

be made in said premises without the written consent of said Lessor, Provided that additions to said building may be made of proper and workmanlike construction for motion picture studio purposes, proper notice being given to protect the Lessor from liability for lien claims, and the cost of such construction to be promptly paid by Lessees. All improvements affixed to the building now on such premises which cannot be removed without defacement thereof shall become a part of the same and attach to the realty. And all sets that may be built during the term of this lease shall become a part of the property at the expiration of this lease.

(8) The Lessees further expressly agree not to assign this lease nor sublet the building thereon, or any part thereof, except in the usual course of motion picture studio operation, without the written consent of the Lessor; neither shall any portion of the grounds be sublet excepting for purposes made necessary by reason of the operation of a motion picture studio thereon. Any assignment or subletting thereof made with such consent of Lessor shall not be deemed a waiver of this requirement as relating to other or subsequent assignments or subletting. Both as against said Lessees and as against any person acting without such consent and/or taking possession of said premises by legal process, whether for the benefit of creditors or by vitue of any judgment or proceeding whatsoever against said Lessees, the Lessor herein may, at its option, terminate this lease and shall thereupon have the right to take immediate possession; it being the intention of the parties that neither this lease nor any right of occupancy thereunder shall be assignable by said Lessees by their voluntary act, or by force of any legal proceedings except on the written consent of the Lessor.

(9) Lessees further agree not to use or to keep on said premises any article which the insurance companies may deed

extra-hazardous to the building now on said premises, beyond the nature of a motion picture studio, or which might increase the rate of insurance on said building above that ordinarily applied to motion picture business.

(10) Lessees further agree to hold harmless the Lessor from any damage or loss or any other expense, by judgment or otherwise, arising out of the injury to any person or persons, or to any property, which damage is the result of Lessees' use or occupation of said premises.

(11) It is mutually understood that in case the building situated on said premises be accidentally destroyed or so damaged that in the opinion of the Lessor it would be impracticable to rebuild the same, then the Lessor may, at its option, terminate this lease, and in the event of such termination the Lessees shall be released from any future installments of rent, but in the event that the Lessor should desire to rebuild or repair such building, it shall have a reasonable length of time in which to do so, and the installments of rent falling due during such period of rebuilding or repairing shall be rebated in full.

(12) The Lessor may by appointment, and at periods not oftener than once a week, and with not more than two (2) in the party, enter said premises and building for the purpose of inspecting the same, or to make repairs thereon.

(13) It is understood and agreed that this lease is subject to an outstanding lease of a portion of said premises in favor of Hart, Loring and Wells.

(14) It is understood and agreed that this lease shall not be recorded.

(15) It is further understood and agreed that the said Lessees shall pay in addition to the rentals as aforesaid all taxes of any kind which may be levied or become due against the premises, during the continuance of this lease.

IN WITNESS WHEREOF, said Lessor has caused its name and corporate seal to be hereunto affixed, and the Lessees have hereunto set their hands the day and year first hereinbefore written.

GROSSMONT STUDIOS, INC.

By _____

_____
Lessor

_____

_____
Lessees

OPTION TO PURCHASE

GROSSMONT STUDIOS, INC., a corporation, pursuant to resolution of its Board of Directors duly made, hereby gives and grants to J. Stuart Blackton, Jr. and Douglas S. Bright, their heirs or assigns, the exclusive right and option to purchase, within three (3) years from date hereof, the following described property:

> Lots 9, 10, 14, 15, 16, 17, 18, 21, 22, 23, 24 33, 34, 35 and 36, also a strip or piece of ground adjoining the above described lots and included between the same and a line made up of the following courses and distances, to-wit: Beginning at the Northwest corner of Lot 25; thence Southeasterly along the northerly line of said lot 25, 60 feet to a point; thence southerly to the intersection of the division line between Lots 29 and 30 with the southerly line of lot 25; thence Southerly along the division line between lots 29 and 30, 40 feet; thence due west 295 feet; thence due south 40 feet; thence due west 140 feet; thence due south 60 feet; thence south 45° west, 50 feet; thence due west 40 feet more or less to the eastern line of lot 33; also a strip or piece of ground adjoining the above described lots and included between the same and a line made up of the following courses and distances, to-wit: Beginning at a point on the westerly line of lot 33 distant from the northerly corner of said lot 33, 200 feet; thence due west 45 feet more or less to eastern boundary of lot 40 and thence due north 320 feet more or less to the southwest boundary line of lot 35, all being included in the Brier Tract, San Diego County, California, as per Map No. 1475 recorded in the office of the County Recorder, San Diego County, the 11th day of September, 1912; together with improvements and equipment theron.

Such option shall be exercised by written notice delivered to GROSSMONT STUDIOS, INC., at 920 EighthStreet, San Diego, California on or before three (3) years from date hereof, accompanied by a cash payment in the sum of twenty (20) percent of the total purchase price, the balance of the purchase price to paid on terms to be arranged mutually satisfactory, and the execution of a binding obligation covering said payments, said deferred payments to bear interest at the rate of seven (7) perdent per annum.

It is understood and agreed that if this option is exercised within one (1) year from date hereof, the total purchase price shall be Fifty Thousand Dollars ($50,000.00); if the option is not exercised within one year, but is exercised within two years, the total purchase price shall be Fifty Five Thousand Dollars ($55,000.00); if the option is not exercised within the first two years but is exercised within the third year, the total purchase price shall be $60,000.00.

This option is executed concurrently with a lease of said premises and runs concurrently with same, and in case of forfeiture of said lease and cancellation of same before the date of termination, said option herein granted shall cease as of same date.

It is understood that upon exercise of the option, and payment of the consideration herein agreed upon, said premises shall be conveyed free and clear of all encumbrances except current taxes not payable at the time of the exercise of the option, and thereafter accrueing, and except for easements of record, the same to be shown by certificate of title of SOUTHERN TITLE GUARANTY COMPANY.

Upon exercise of the option, a contract of purchase and sale on deferred payments will be entered into, or, if the optionees desire to obtain immediate title, the same will be conveyed concurrently with promissory notes and deed of trust in customary form.

IN WITNESS WHEREOF, said corporation has caused its name and corporate seal to be hereunto affixed this 1st day of April, 1927.

GROSSMONT STUDIOS, INC.

By _____

_____

INVENTORY ATTACHED TO LEASE OF GROSSMONT

STUDIOS of date April 1, 1927

to Douglas S. Bright and

J. Stuart Blackton, Jr.

We the lessees acknowledge receipt of the following personal property, as leased to us, together with the building under the terms of the said Lease:

33	W.K. Twins 35 A with cable,
1	W.K. Spot 70 A with cable,
1	W.K. " 120 A with cable
4	Miller " 70 A with cable
3	4 switch panel boards
3	450-600 A Bull Switches
6	6 hole plugging boxes
5	4 " " "
4	100 W work light stands
1	120 Amp Winfield Kerner Spot Light
1	" used Winfield Kerner " "
3	75' Cable (duplex)
2	99' " "
5	50' " "
3	59' " small duplex
1	36' Lamp exten.
2	20' " "
1	Columbia Machine vise
1	No. 26 Luther Grinder
150 ft.	of lead cable
Dodge	Screen Wagon
1	20th Century wood worker
1	Wallace band saw
1	American Jewel plainer
1	Dado set 9"
1	150 HP2300 Volt Motor Generator set
1	roll top desk
3	flat top mahogany desks
3	" " desks
3	mahogany swivel chairs
1	swivel chair
7	leather back straight mahogany chairs
3	straight back chairs
2	arm chairs
1	mahogany settee
4	9 x 12 rugs (one in bad condition)
2	8 x 10 rugs
1	8 x 9 rug
3	waste paper baskets
1	3 x 3 x 4 safe
1	typewriter desk and typewriter
2	typewriter swivel chairs
4	small card files
1	large letter file
1	cuspidor
1	adding machine and stand
4	ink wells
4	window shades
1	drafting table
21	plain chairs
6	2½ gallon fire extinguishers
1	2HP Howell motor
1	3" Byron-Jackson pump

INVENTORY ATTACHED TO LEASE OF GROSSMONT

STUDIOS of date April 1, 1927

to Douglas S. Bright and

J. Stuart Blackton, Jr.

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6	6 hole plugging boxes
5	4 " " "
4	100 W work light stands
1	120 Amp Winfield Kerner Spot Light
1	" used Winfield Kerner " "
3	75' Cable (duplex)
2	99' " "
5	50' " "
3	59' " small duplex
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2	20' " "
1	Columbia Machine vise
1	No. 26 Luther Grinder
150 ft.	of lead cable
Dodge	Screen Wagon
1	20th Century wood worker
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1	American Jewel plainer
1	Dado set 9"
1	150 HP2300 Volt Motor Generator set
1	roll top desk
3	flat top mahogany desks
3	" " desks
3	mahogany swivel chairs
1	swivel chair
7	leather back straight mahogany chairs
3	straight back chairs
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4	window shades
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21	plain chairs
6	2½ gallon fire extinguishers
1	2HP Howell motor
1	3" Byron-Jackson pump

All flats, windows, doors, frames and other set equipment and small electrical equipment not listed in this inventory but now in the Studio shall be left there by the Lessor and may be used and rebuilt, or in any way changed or cut up as is necessary for the picture production, but any of it that shall remain at the termination of this lease shall be left on the premises in such condition as it may then be.

All flats, windows, doors, frames and other set equipment and small electrical equipment not listed in this inventory but now in the Studio shall be left there by the Lessor and may be used and rebuilt, or in any way changed or cut up as is necessary for the picture production, but any of it that shall remain at the termination of this lease shall be left on the premises in such condition as it may then be.

Ed Fletcher Papers

1870-1955

MSS.81

Box: 64 Folder: 17

Business Records - Land Companies - Grossmont Park Company - S-L Studios, Grossmont Studios - GS: leases, suits, miscellaneous

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