



Southern Title Guaranty Company

CAPITAL STOCK (PAID UP) \$250,000.00

1113 D STREET, UNION BUILDING

San Diego, California, July 24, 1911.

Ed Fletcher Co.,

Order No. 7150

C i t y .

Gentlemen:-

Pursuant to your request of July 6th, we hand you herewith a report giving reference to all instruments under which the Linda Vista Irrigation District acquired easements of rightsof way or riparian rights as shown by the indexes in the office of the CountyRecorder of San Diego County.

(1) On April 9, 1892, by deed recorded in Book 199 page 295 of Deeds, John C. Van Dyke, trustee, and T. S. Van Dyke, trustee, and Pamo Water Company, a corporation, conveyed to the Linda Vista Irrigation District all rights of way, appropriations of water, water claims, owned or claimed by said Pamo Water Company of every kind and description.

(2) On October 7, 1895, by deed recorded in Book 244 page 477 of Deeds, the Morena Company, a corporation, conveyed to the Linda Vista Irrigation District the right of way for such pipes, canals, or other conduits for conducting water as the said Linda Vista Irrigation District may from time to time desire to lay, construct, or maintain along, in and through "N" Street from East boundary of the "Morena" tract to Sixth Avenue as laid out

Mr. Sears telephoned that for cash the Poway certificates to date amount to \$136.00, which includes that old bill of \$78.00 which has been running a long time. He says they have cut this bill about \$20.

KLM

Mrs. M^e Clare 80.⁰⁰
More 56.⁰⁰
\$ 136.⁰⁰

OK
Fury

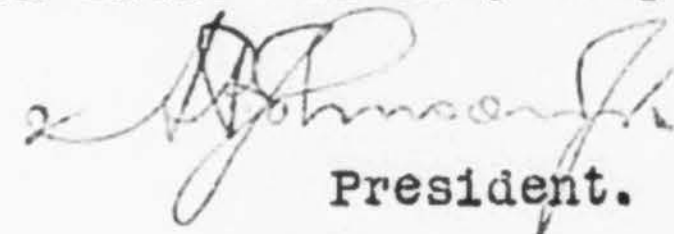
all up to date
10-24-11

and designated on the map entitled "Morena" filed in the office of the Recorder May 26, 1888, and numbered 542 and along, in or through Eleventh Avenue from North boundary of said "Morena" tract to "F" Street and thence along in or through "F" Street to Eighth Avenue as laid out on said map of "Morena" together with the right of free ingress and egress at all times in, over and upon said streets for purposes of laying, constructing maintaining or repairing such conduits.

(3) On June 23, 1892, by claim recorded in Book 2 page 313 of Water Claims, the Linda Vista Irrigation District, filed a water claim for all the water in the Santa Maria Creek at or near the point where this notice is posted, the same being in the Santa Maria Creek on the South half of Northeast quarter of Section 11 Township 13 South Range 1 West, to the extent of 7,000 inches measured under a 4 inch pressure for irrigation and domestic use, also claiming the right to construct a dam upon said land at said point of diversion of said water for the purpose of storing said water and all public lands up to a contour line around the basin inclosed by said dam of 85 feet on said dam under the United States and California laws for reservoir purposes.

Southern Title Guaranty Company,

By


President.

Southern Title Guaranty Company

CAPITAL STOCK (PAID UP) \$250,000.00

1113 D STREET, UNION BUILDING

San Diego, California,

June 18, 1912.

Ed Fletcher Co.,

City

Gentlemen:

In re title to property purchased from Linda Vista Irrigation District by Live Oak Corporation, in preparing an abstract on a portion of this property to be forwarded to Washington, D. C., for the purpose of obtaining a corrected Patent from the United States, we find on record a trust deed executed by Volcan Land and Water Company in favor of the Southern Trust Company, securing a bond issue, but we fail to find of record a deed from Live Oak Corporation, conveying the property to the Volcan Land and Water Company.

In order that there will be no conflict in the title, we advise you that it will be best for you to file for record this deed, if you are now ready to do so, so that the title ~~and the abstract~~ will show in the Volcan Land and Water Company, subject to the trust deed above mentioned and when this is done, we will close up the abstract forwarding the same to the authorities in Washington and procure the corrected Patent and close up the Certificate of Title to all of the properties purchased by the Live Oak Corporation from Linda Vista Irrigation District.

Enclosed you will please find a formal application to be signed by the Volcan Land and Water Company by its President or Secretary asking for the corrected Patent; the Land Commissioner, in answering our inquiries as to how this Patent could be corrected, states that

Southern Title Guaranty Company

CAPITAL STOCK (PAID UP) \$250,000.00

1113 D STREET, UNION BUILDING

San Diego, California.

Ed Fletcher Co. Page 2

this formal application must be filed together with the abstract which we are now preparing.

Yours very truly,

SOUTHERN TITLE GUARANTY COMPANY,

By _____
Vice President.

Jan. 8, 1914.

Southern Title Guaranty Co.,

San Diego, Cal.

Gentlemen:

Enclosed find deed, Wm. B. Gross to F. A. Garetson, Lot 16, Blk. 114 of Del Mar; also deed, Ed Fletcher and Mary C. B. Fletcher to F. A. Garetson of Lot "C", Blk. 20 of Arden Heights.

Also enclosed herewith find certificate of title to

Kindly record said deeds and furnish to F. A. Garetson of the Marine National Bank a certificate of title showing said property free and clear of encumbrances in his name, subject to the usual reservations of all Del Mar property.

Mr Garetson will pay for the continuation of the certificate bringing property down in his name.

Very truly yours,

FK

P. S.

We find that the deed from Mrs G. H. Waters to Wm. B. Gross has never been recorded. Will you kindly record same before putting the other deed upon record, and oblige.

SOUTHERN TITLE GUARANTY CO.

Emercy

SOUTHERN TITLE GUARANTY COMPANY
113 D Street, Union Building

San Diego, California
July 23, 1914.

To the Hon. Mayor and Common Council of
the City of San Diego.

Dear Sirs:

At the request of Col. Ed. Fletcher, we beg to advise
you that the property described in our Certificate of Title
No. 18406, to wit:

The Southeast Quarter of the Northeast Quarter of
Section 7; the South Half of the Northwest Quarter, and
the Southwest Quarter of the Northeast Quarter of Section
8, Township 15 South Range 2 East S. B. M., in the County
of San Diego, State of California, and generally known as
the "El Capitan Dam and Reservoir Site".

and which Certificate of Title we understand was
filed with your honorable body on July 6th, was purchased
by James A. Murray and Ed. Fletcher for cash; the title to
said property being taken in the name of the Southern
Title Guaranty Company, for the convenience of said Murray
and Fletcher, and for no other purpose whatever; that said
property in fact belongs to said James A. Murray and Ed
Fletcher in the following proportions; James A. Murray,
an undivided five-sixths and Ed. Fletcher an undivided
one-sixth; that the same is paid for; that the purchase
price of said premises passed through the hands of this
corporation on August 12, 1913.

Respectfully submitted,

SOUTHERN TITLE GUARANTY COMPANY.

By (Signed) W. B. Moore

WBM/Y

Oct. 14, 1914.

Southern Title Guaranty Co.,

San Diego, California.

Gentlemen:

Please execute a deed to the 160 acres known
as the El Capitan Damsite, an undivided 5/6 to James A.
Murray and an undivided 1/6 to Ed Fletcher. Please
bring certificate of title down to date, showing same
free and clear of encumbrances, excepting taxes. Charge
the bill to the Cuyamaca Water Company.

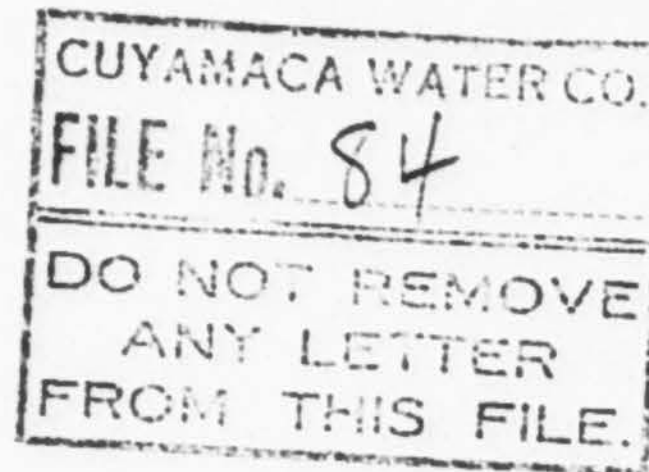
Enclosed herewith find certificate of title
which please bring down to date.

Yours very truly,

CUYAMACA WATER COMPANY.

Manager.

F-S



December 11, 1915

Southern Title Guaranty Co.,
Union Bldg.,
San Diego, Cal.

Gentlemen:-

Confirming telephone conversation of
this morning between your Mr. Reed and Mr. Ellis
of this office, we desire that you make a copy of
certificate No. 25364, your order No. 26587, price
as agreed upon to be \$5.00.

Very truly yours,

Assistant Manager.

END-K

Jan. 18, 1916.

Mr. A. P. Johnson, Jr.,
Southern Title Guaranty Co.,
San Diego, Calif.

My dear Mr. Johnson:

I paid \$50 for an undivided one-fifth
interest in Lots 22 and 23, in Block 328, Choate's Addition,
and you have charged me \$20 for a certificate. We paid all the
other bills yesterday, excepting \$50 which will be paid by the
Cuyamaca Water Co. This is a personal matter of mine, and it
seems to me it is an overcharge, or if it is not an overcharge
you should be generous to a poor man like me. What do you think
about it? Let me hear from you on the subject.

By the way, I had \$3000 borrowed on \$5000 of the Southern
Title Guaranty stock, and the other day they called my loan, and
told me to give other security in its place, as your stock is
not paying any dividends and has not for years, and they don't
want to hold it any longer.

I wish you would write me a letter giving me an explanation
of the Southern Title Guaranty matter of assets and liabilities
from the records of its last meeting. I have every confidence in
you and the Southern Title Guaranty Co's. stock, but I would
like to find out what the bank means under the circumstances.

Yours very truly,

F-S

Southern Title Guaranty Company

SOUTHERN TITLE BUILDING
940 THIRD STREET

San Diego, California,

January 20, 1916.

Mr. Ed Fletcher,

San Diego, Calif.

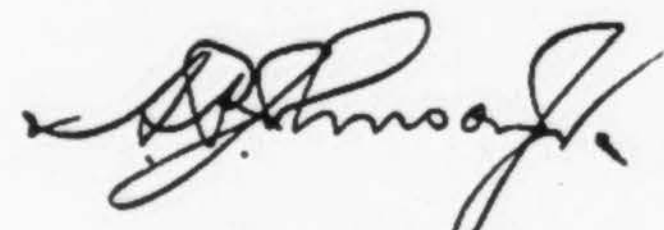
Dear Sir:

Replying to your letter of January 18th, with reference to the charge of \$20.00 made for Certificate issued on lots 22 & 23, Block 328, Choates Addition, will say I have investigated the matter and find this price was quoted to you before the work was started, and was submitted to you after the seller had refused to pay for same, and you then agreed to pay it, which is a reasonable charge for the work.

Mr. Makin will bear me out in that the statement was submitted to you, and you agreed to the charge.

With reference to the statement that dividends had not been paid on our stock for years, will say this is untrue. We have paid dividends regularly with the exception of the year 1915, which we passed for the reason that we were building and we used the money in our building operations. There is little doubt, but that we will resume the payment of dividends by the first of July, this year, providing there is any business at all.

Yours very truly,



President.

APJ-HEMS.

February 10, 1916.

Southern Title Guaranty Co.,

San Diego, Calif.

Gentlemen:

Kindly make an unlimited certificate of title for lots 58 and 59, El Cajon Acres, (one certificate for each lot) showing the same in the name of Ed Fletcher, free and clear of all encumbrance. If the same does not show clear, notify us, and hold the certificate open for further instructions.

Very truly yours,

ED FLETCHER COMPANY

Per _____

REM:B

Feb. 18, 1916.

Southern Title Guaranty Co.,

San Diego, Calif.

Gentlemen:

Enclosed herewith find check for Five Thousand Dollars (\$5000.00), payable to me, and signed by W. G. Filer, under date of February 10, 1916, on the International Banking Corporation of San Francisco, which said check is herewith assigned to you for collection, to be held by you and delivered to Ed Fletcher or his order whenever you can furnish to W. G. Filer a certificate of title showing an undivided one-half interest in Lot 72 of Rancho Ex-Mission, approximately 1368.11 acres more or less, in the name of W. G. Filer, free and clear of all encumbrances, excepting:

Taxes for the year 1915-16; also excepting rights of way for public roads; and excepting a lease in favor of J. Vasey, and subject to the following mortgages:

1st. A mortgage in the sum of \$2500, payable on or before March 1, 1917.

2nd. A mortgage of \$31,006.20, payable March 1, 1921, with interest on both deferred payments at 6% net; interest payable semi-annually.

Also subject to an agreement between Ed Fletcher and W. G. Filer that said Fletcher is entitled to twenty-five (25) per cent

U N I O N T I T L E C O M P A N Y .

Guarantee #71429 2W 142

William G. Henshaw.

Free from all encumbrances, except:-

1. State and County taxes for the fiscal year 1916-17, now due and payable. Roll 29, page 169, Assessment No. 41579.
2. A Mortgage executed by B. Bixler, a single woman, to secure her note for One Thousand Dollars (\$1000.00), dated October 26, 1916, due October 26, 1917, with interest at seven per cent. per annum, payable quarterly, in favor of I. Isaac Irwin, which said Mortgage was filed for record October 26th, 1916.

D E S C R I P T I O N .

The Northwest Quarter of Section Twenty three (23), Township Thirteen (13) South, Range Three (3) West, San Bernardino Meridian, in the County of San Diego, State of California.

N O T E :

This Certificate does not include an examination of or report on water rights, water contracts, or matters pertaining thereto.

of the net profits on the re-sale of this property, it being understood that before any moneys from the sale of this land shall be considered as profits said W. G. Filer shall first receive back the amount of his total investment and six (6) per cent interest. Any proceeds from the sale of any of this land after said Filer has received back his total investment and six per cent interest, as specified above, shall be considered as profits.

Yours very truly,

UNION TITLE COMPANY .

Guarantee Trust & Savings Bank
William G. Henshaw.

Free from all encumbrances, except:-

1. State and County taxes for the fiscal year 1916-17, now due and payable. Roll 29, page 169, Assess-ment No. 41579.
2. A Mortgage executed by B. Bixler, a single woman, to secure her note for One Thousand Dollars (\$1000.00), dated October 26, 1916, due October 26, 1917, with interest at seven per cent. per annum, payable quarterly, in favor of L. Isaac Irwin, which said Mortgage was filed for record October 26th, 1916.

DEPOSITION .

The Northwest Quarter of Section Twenty three (23), Township Thirteen (13) South, Range Three (3) West, San Bernardino Meridian, in the County of San Diego, State of California.

NOT :

This Certificate does not include an examination of or report on water rights, water contracts, or matters pertaining thereto.



SOUTHERN TITLE GUARANTY COMPANY

SAN DIEGO, CALIFORNIA

W.B. MOORE,
VICE PRESIDENT

November
Twenty-eighth
Nineteen Seventeen.

Mr. Ed. Fletcher,
San Diego,
California.

Dear Sir:

Your Miss Gould has handed us a deed for record from Ihno P. Janssen to the San Dieguito Mutual Water Company; the description in said deed being as follows:

Lot 1 and the North Half
of the Northwest Quarter of Section
Ten, Township Thirteen South, Range
Three West, S.B.M.

The Government township maps do not show any Lot 1 in this Section; and we would be unable to issue a Certificate of Title describing any portion of said Section as Lot 1. We, therefore, are returning the deed and ask that a proper description be embodied therein, as we are unable to do anything with it in its present form.

Yours very truly,

Vice-President.

Janssen is married, his wife should join in the deed, if he is single, the deed should state
WBM/LW

#266

UNION TITLE COMPANY.

GUARANTEE of Title #59200-- 2-309

C. B. Gould

Free from all encumbrances, except:-

A mortgage executed by H. Taylor, a single person, to secure his three notes aggregating Ninety-three Hundred Seventy-five Dollars (\$9375.00), each note being for Thirty-one Hundred Twenty-five Dollars (\$3125.00), and dated October 11th, 1915, payable on or before April 15th, 1917, April 15th, 1918 and April 15th, 1919 respectively, after date, with interest from October 15th, 1915 at six per cent. per annum, payable quarterly, in favor of E. E. Nulton, which said Mortgage was filed for record November 13th, 1915.

DESCRIPTION.

All that portion of the Rancho San Bernardo, in the County of San Diego, State of California, described as follows:

Commencing at a point which is North 84 1/4° West 270.67 chains from a point in the Easterly line of said Rancho, said last mentioned point being South 15 1/2° West 125.70 chains from the Northeast corner of said Rancho, said point of commencement being also in the Northerly line of that portion of said Rancho heretofore conveyed by Chas. A. Wetmore, et als. to Zenus Sikes, March 30th, 1869, by deed recorded in Book 5, page 261 of Deeds, said point of commencement being also the Northwest corner of that portion of said Rancho heretofore conveyed to Eliza

M. Sikes by Harry Arthur Sikes, et als. July 31st, 1890, by deed recorded in Book 170, page 148 of Deeds; (and now owned by Melancton Barnett); thence South 5 3/4° West along the Westerly line of the lands so conveyed to said Eliza M. Sikes 96.66 chains more or less to the middle of the San Bernardo River; thence along the middle of said River in a Westerly direction following the meanderings of the stream to intersection with the West line of said Rancho; thence North 12° East along the West line of said Rancho, 61 chains more or less to the Northwest corner of that portion of said Rancho heretofore conveyed to Zenus Sikes, as aforesaid, and known as the Sikes Tract; thence S South 84.98 chains more or less to the point of commencement.

NOTES:

1. This Certificate and Guarantee is written subject to any possessory or other rights of Melancton Barnett in the East 198.28 feet of said premises by reason the fact that certain surveys of the boundary lines of said premises made by Lew B. Harris, C. E. appear to indicate that the division line between the tract herein described (formerly known as the Nulton Tract) and the Barnett Tract in said Rancho San Bernardo is located on the ground 198.28 feet Westerly from the Easterly line of the tract of land hereinbefore described and to which this guarantee relates. (See Licensed Surveyor's Map No. 180, filed in the office of the County Recorder of said San Diego County, June 8, 1915.)

2. This Certificate does not include an examination of or report on water rights, water contracts or matters pertaining thereto.

S O U T H E R N T I T L E G U A R A N T Y C O .

Unlimited Certificate #25923 60

The Heirs or devisees of J. M. Cavins, Deceased, subject to the administration of his estate as to an undivided One Quarter interest, in J. G. Merrill, as to an undivided One Quarter interest and in Ed Fletcher, as to an undivided one half interest.

Free from all encumbrances, except:

1. Second installment of State and County taxes of the year 1915, payable. Roll 32, Page 99.

2. A Mortgage executed by Willemina Cavins, Executrix of the Last Will and Testament of John M. Cavins, deceased, J. G. Merrill and Rosa Merrill, husband and wife, S. W. Grier and Blanche Grier, husband and wife, K. Deasy, an unmarried woman, and Willemina Cavins, widow of John M. Cavins, deceased, to secure their note for Sixty Thousand Dollars, dated August 31, 1912, due Six years after date, with interest at six per cent. per annum, payable semi-annually in favor of Xarissa Hill, recorded February 10, 1913 in Book 194, page 3 of Mortgages.

DESCRIPTION.

THAT portion of Rancho San Bernardo, in the County of San Diego, State of California, according to the map thereof in Book 2, page 462 of Patents, described as follows:

Commencing at the Southeast corner of said Rancho, thence Northeasterly along the Eastern boundary line of

said Rancho, North $12\frac{1}{2}^{\circ}$ East, $161\frac{1}{2}$ chains; thence North 25° East $191\frac{1}{2}$ chains to post marked S.B. No. 6; thence due West to the middle of the bed of the San Bernardo River; Thence Westerly along the middle of said river, following its meanderings, to the Northeastern corner of that portion of said Rancho conveyed to Sylvester Lyman by deed recorded in Book 5, page 258 of Deeds; thence Southerly along the Eastern boundary line of said Lyman Tract, 327 chains to the Southern boundary line of said Rancho San Bernardo; Thence Easterly along said South line 133.80 chains to the point of commencement.

Note 1. From proceedings had in the matter of the estate of John M. Cavins, deceased (See Superior Court Probate No. 5108) it appears that said deceased died testate April 24, 1912 and that Willemina Cavins is the duly appointed, qualified and acting executrix of said estate.

Note 2. October 2, 1911 an action was commenced in the Superior Court of San Diego County entitled Xarissa R. Hill vs C. F. Kamman, as Administrator of the estate of Maria Antonie Alvarado de Clayton, deceased, et al, to quiet title to the premises herein described. At this date there has been no judgment entered in said action. See Superior Court Civil No. 17337.

S O U T H E R N T I T L E G U A R A N T Y C O .

Unlimited Certificate #19102

C. B. Gould

Free from all encumbrances, except:

No.1.State and County taxes for the fiscal year 1914-15, now a lien but not payable until October.

2. An easement of right of way for a County Road Forty feet in width over and across the South Half of the Southwest Quarter of Section Five herein described, as granted to the County of San Diego by J. J. Gorman by deed dated March 16, 1898 and recorded in Book 257, page 372 of Deeds.

3. An easement of right of way for a County Road Forty feet in width over and across Lots Two, Three and Four in Section Eight herein described as granted to the County of San Diego, by Mary A. Hollan as Guardian, by deed dated October 28, 1904 and recorded in Book 310, page 251 of Deeds.

4. A mortgage executed by H. Taylor to secure Three notes for the aggregate sum of Thirty-eight Thousand, Nine Hundred Seventeen Dollars and Fifty cents (\$38,917.50), dated July 7, 1914, being for Twelve Thousand Nine Hundred Seventy two Dollars and Fifty cents (\$12,972.50) each, due One, Two and Three years after date, respectively, with interest at Six per cent. per annum, payable Quarterly in favor of Honora J. Carroll, Mrs. Mary A. Hollan, Theresa Carroll, James B. Carroll and Margaret M. Hollan, filed for

record July 15, 1914.

DESCRIPTION.

The East Half of the Southwest Quarter and the Southwest Quarter of the Southwest Quarter of Section Thirty-two, Township Twelve, South, Range Two, West, S.B.M., the West Half of Section Five and Lots Five and Six in Section Five; the East Half of the Northeast Quarter and the East Half of the Southeast Quarter of Section Six and Lots One, Two, Three and Four of Section Eight, Township Thirteen, South, Range Two West, S.B.M., in the County of San Diego, State of California.

August 18th, 1919.

Southern Title Guaranty Company,
San Diego, Calif.

Gentlemen:-

Enclosed find Certificate No. 28861, covering Lot 66 of Pine Hills. Also Deed to Lot 71 of Pine Hills, and Lot 16 of Block 114 re Subdivision #2 of Del Mar. We have lost the Certificates of Title to Lot 71 and Lot 16 above mentioned. Please make out new Certificates, showing all property in my name, free and clear of encumbrance. If there are any back taxes, I want to pay them; please send bill for same, if any, to me. Please see that the proper stamps are affixed to these deeds. My attorney says a 50¢ stamp should be put on each deed.

Yours very truly,

EF/LCW

Ed Fletcher Company,
San Diego, Calif.

The above Certificate of Title and *two deeds* ~~Satisfaction of Mortgage~~ is hereby received.

(Signed)

SOUTHERN TITLE GUARANTY COMPANY

H. C. Lane

Order

36461-2-3

SAN LUIS REY:

STCC

SAN LUIS REY VALLEY - RIPARIAN RIGHTS

From the papers of Ed Fletcher, the following letters were removed to the alphabetized correspondence files

SOUTHERN TITLE GUARANTY CO. to Fletcher, [2 letters] 8/30/21.
9/6/21,

SOUTHERN TITLE GUARANTY CO. to Stevens, Henry J., 5/12/22



SOUTHERN TITLE GUARANTY COMPANY

SAN DIEGO, CALIFORNIA

SEPTEMBER

SIXTH

1921.

Ed Fletcher Co.,
920 3th Street,
San Diego, Calif.

Gentlemen: Attention Mr. T. H. King.
Order No. 38244.

As a supplemental report in connection with the riparian rights to the waters of the San Luis Rey River, we submit the following report.

The right to build Warner's Dam and to divert the waters of the San Luis Rey River in so far as the same affects Lot 4 of Section 3, Township 11 South, Range 4 West, S. B. M., has been granted to, and is vested in William G. Henshaw.

We enclose a copy of this letter to be forwarded to Mr. Stevens.

Very truly yours,

Claude E. Agard
Ted W. Herndon

CLAUDE E. AGARD,
and

TED. D. HERNDON,
For the Company.

CEA/EK.



SOUTHERN TITLE GUARANTY COMPANY

SAN DIEGO, CALIFORNIA

AUGUST
THIRTIETH
1921

Ed Fletcher Company,
920 Eighth St.,
San Diego, Calif.

ATTENTION, Mr. T. H. King.

Gentlemen:-

In reply please refer to
our Order No. 38244.

A slight inadvertence has been discovered in the Riparian Rights report which we wish to call to your attention.

The parcel of land described as follows:

That portion of Lot 110 of the Subdivision of Tract "D" of the Partition of the Rancho Monserate, in the County of San Diego, State of California, according to the Map thereof No. 821, filed in the office of the Recorder of said San Diego County September 25th, 1896, described as follows: Beginning at a point on the County Road between Bonsall and Temecula, said point being 1.46 links North 0° 30' East from the Southwest corner of said Lot 110; thence North 0° 30' East 18.595 chains to the Northwest corner of said Lot 110; thence South 36° 42' East 9.19 chains to a post at the corner of the fence; thence South 26° 35' West 12.55 chains to the point of beginning, and being embraced in Parcel 150 of said Riparian Rights report,

was vested in William Milne, as to an undivided one-half; in Catherine Milne, as to an undivided one-fourth; in George C. Milne, as to an undivided one-eighth; and in Charles W. Milne, as to an undivided one-eighth, as their separate property, when in reality it should be vested in William G. Henshaw.

We enclose herewith a copy of this letter to be forwarded to Mr. Stevens, of Los Angeles, if it is your desire to do so.

Kindly accept our apologies for this error.

Yours very truly,

Claude E. Agard
CLAUDE E. AGARD,
Assistant Title Officer.
Ted W. Herndon

CEA/K
Enc. 1.

Mr. Gird held the title to the premises described in Book 384 page 32 of Deeds at the date of said deed and had good right to convey the same to Mr. Forman.

With reference to Parcels 75 and 76 it seems that our vesting of the same as now shown in our report is incorrect, and that the same should be corrected by striking out the words "Florence E. Whitney" etc., to and including the words "an undivided three-fourths" at pages 1 and 2 of our report and inserting in place thereof the words "Charles E. Culver".

Also as to the vesting of Parcel 119 at page 32 of our report the words "subject to a Declaration of Homestead by Francisco Moreno, recorded December 16, 1901 in Book 8 page 108 ~~of Declarations of Homesteads~~" should be stricken out.

We have made the above changes in our copies of said report and are sending Mr. Fletcher a copy of this letter for his information.

As to Parcels 124, 125, 129 and 131, we have checked to date all the lands described therein and find that no government patent has been recorded as yet, covering any of said premises.

The description set out in the note following Parcel 84 at page 41 of our report, as definitely as we can ascertain from the records, includes a portion of Parcel 84. At the date of the deed referred to in said note namely: August 27, 1886, S. A. Jones was owner of the lands described as Parcel 84. However this deed was not recorded until September 29, 1891, and on January 30, 1891 S. A. Jones made his grant deed to H. T. Gordon conveying the lands described as Parcel 84 by proper description, which deed was recorded in Book 175 page 160 of Deeds on February 4, 1891, several months before the deed to Steinman was recorded. The subsequent chain of title is that of Gordon and his successors in interest, said Steinman apparently making no claim to these lands.

As regards Parcel 105 the final decree of distribution entered by the Superior Court of this County in the matter of the Estate of Augustus McWhirter, deceased, does not appear to be broad enough in its phraseology to cover any premises other than those specifically described therein, which description does not include the premises set out under this Parcel.

We have been fortunate in our further search as to Parcel 148. As set out in the note following the description of said Parcel on page 71, an apparently new chain of title was started by Stephen D. Lanpher by a grant deed recorded in Book 179 page 196 of Deeds. There appears of record in Book 26 page 80 of Deeds a deed from O. Loman Cropper (in whom we vested this Parcel at page 34) to Stephen D. Lanpher, recorded July 20, 1875. Upon searching through the files of original instruments which have been recorded but have not been delivered by the County Recorder we found the original deed from Cropper to Lanpher, and it appears that the eighty acres described as Parcel 148 are described in said deed, but had not been copied into the records through error of the copyist in the Recorder's Office. We took the matter up with Mr. Ferry, our Recorder, and he agreed with us that he had authority to correct the records to conform to the original deed, since the

M A Y
1 2 t h
1 9 2 2

Mr. Henry J. Stevens,
800 Corporation Building,
Los Angeles, California.

Dear Mr. Stevens:-

In reply to your favor of the 9th inst., and further with reference to certain matters which we were discussing last Friday, we submit the following for your information:

First taking up the matter set out in the second paragraph of your letter of the 9th referring to the deed from William E. Gird to Charles Forman dated January 24, 1906 and recorded January 26, 1906 in Book 384 page 32 of Deeds (you referred to this deed in your letter as being recorded in Book 384 page 32 we have checked up this reference and find 384 page 32 to be correct. This deed is, therefore, one of the deeds referred to in the deed to Canfield from Gird); the deed from Charles Forman and Mary Forman, his wife, to William E. Gird, dated March 13, 1911 and recorded April 5, 1911 in Book 511 page 303 of Deeds (a copy of which you requested in your letter and which we take pleasure in sending you herewith) and the deed from William E. Gird to C. A. Canfield, dated September 4, 1912 and recorded September 11, 1912 in Book 577 page 86 covering certain premises included in Parcel 45 of our report, the situation seems to be as follows:

The deed from Gird to Forman recorded in Book 384 page 32 of Deeds includes in its description all that portion of the Rancho Monserrate, which is covered by the description in the deed from Gird to Canfield, recorded in Book 577 page 86 of Deeds, with the exception of those lots described in the deed from Forman to Gird, recorded in Book 511 page 303 of Deeds. Mr. Forman acquired the title to the premises described in his deed to Gird, appurtenant water rights included, by virtue of a grant deed from Horace A. Johnson and Fannie M. Johnson, husband and wife, dated February 17, 1906 and recorded January 17, 1907 in Book 404 page 119 of Deeds, and was the owner thereof until March 14, 1911, the date of his deed to Gird, recorded in Book 511 page 303 of Deeds, in which deed the right to construct the dam at Warner's Ranch etc., is specifically reserved to Mr. Forman. As Mr. Forman had on January 24, 1906, by virtue of the deed to him from Gird, acquired this right as against the balance of the property described in the deed to Canfield, it would seem that the Canfields are estopped as to all premises in the Rancho Monserrate acquired by the deed from Gird at Book 577 page 86 of Deeds, especially since this right is specifically reserved in the deed from Forman to Gird and also by reference in the deed from Gird to Canfield. The rights of Mr. Forman are now vested in Mr. Henshaw by virtue of the deed from Forman to Smith, dated June 22, 1911 and subsequent conveyances and proceedings with which you are familiar.

original instrument itself had never left his office. This he has done, so that we can now further amend our report by striking out in its entirety the note following the description of Parcel 148 by striking out in its entirety the vesting of Parcel 148 at page 34 and by changing our first vesting at page 1 to read "Wm. G. Henshaw as to Parcels 1 to 13 inclusive 16 to 60 inclusive, 60 1/2 and 148".

With reference to Parcel 123 we find that since the date of our report, namely on August 23, 1921, Ernest C. Ronsse commenced an action in the Superior Court of this County (Civil Case No. 35561) to quiet his title to said premises, as against Mary Wackerman, Frank Peters, Maggie Peters, Charles Douglas Mackenzie, Lillian Douglas Mackenzie, C. D. Mackenzie, Lily D. Mackenzie, James Allen Simpson, James A. Simpson, Charles D. Rolfe, and two fictitious persons. As Mr. Henshaw has, since the date of our report, received a deed from Ronsse of the right to build the dam etc., as against these premises, the regular pursuit of this action to a decree favorable to the Plaintiff will inure to the benefit of Mr. Henshaw as grantee of Mr. Ronsse. Concerning the note following the description of Parcel 155, it appears from the records that J. H. Crutcher had conveyed to other parties the premises referred to in said note by a deed dated and recorded prior to his deed to Forman. However, this matter will probably not seem important to you at this time, as Mr. Henshaw has secured a deed of the right to build the dam etc., as against all of the premises described as Parcel 155 from Mr. Ronsse, in whom we vested the title at page 35, which deed was recorded August 10, 1921.

In view of the change of vesting of Parcels 75 and 76 we presume that you will not now desire the copies of the deeds to Canfield etc., of which you were speaking last Friday. Kindly inform us if we are wrong in this presumption.

This seems to cover all the matters which we had under discussion last Friday. Hoping the above will be of assistance to you in the matter of clearing up the ownership of these water rights, we are

Yours respectfully,

SOUTHERN TITLE GUARANTY COMPANY.

BY J. D. Henderson

TDH:EK.

For the Company.

October 20, 1921

Southern Title Guaranty Co.,
San Diego.

Gentlemen:

Please sign the petition for the formation
of the San Dieguito Irrigation District, covering the
lands within the proposed district.

Yours truly,

FRANK SALMONS & ED FLETCHER

By _____

IS COAST LAND CO.
CSA

EF:KIM

PICO PROPERTY - SAN LOUIS REY VALLEY

From the papers of Ed Fletcher, the following letters were removed to the alphabetized correspondence files

LOGAN, I.S.

Logan to Fletcher, [5 letters] 1/5/22, 1/16/22, 1/24/22, 2/2/22, 2/16/22

Fletcher to Logan, [2 letters] 1/20/22, 2/14/22

Fletcher to MERCHANT NATIONAL BANK, 9/29/22

SOUTHERN TITLE GUARANTY CO.

Fletcher to S.T.G. Co., [5 letters] 2/14/22, 2/14/22, 3/24/22, 3/25/22, 4/25/22

S.T.G. Co. to Fletcher, [5 letters] 3/6/22, 3/16/22, 3/25/22, 4/13/22, 6/2/22



SOUTHERN TITLE GUARANTY COMPANY

SAN DIEGO, CALIFORNIA

R.S. REED,
SECRETARY

January 19,
1922.

Mr. T. H. King,
c/o Ed Fletcher Co.,
920 - 8th St.,
San Diego, Calif.

Dear Sir:

Pursuant to your request, we have rechecked the descriptions contained in the deed from William G. Henshaw and Hetty T. Henshaw, his wife, to John Treanor, and Ed Fletcher, and also mortgage from Ed Fletcher and wife to Wm. G. Henshaw, and also mortgage from John Treanor and wife to Wm. G. Henshaw, and find that we are unable to pass these descriptions until various corrections have been made therein.

We notice that there are several typographical errors throughout this description, and in the metes and bounds description of a portion of the Rancho San Bernardo, as shown on Page 9 of these instruments, we notice that several of the courses and distances have been entirely omitted from this description.

Yours very truly,

R. S. Reed,
Secretary.

*cc to file
Gray 1/20/22*

RSR:GJ

February 14, 1922.

Southern Title Guaranty Co., Attention Mrs. Crane.
940 Third Street,
San Diego, Calif.

Gentlemen:

Inclosed find description of the
Pico tract in the San Luis Rey Valley, to be used
in connection with the check left with you February
14th.

Yours very truly,

ED:AM

February 14, 1922.

Southern Title Guaranty Co.,
940 Third Street,
San Diego, Calif.

Gentlemen:

Inclosed find check for \$1,000.00,
which you are to hold in escrow subject to an
agreement of M. S. Jackson on the Pico tract
in the San Luis Rey Valley on terms mutually
satisfactory, the deal to be consummated
within sixty days from date.

I reserve the right to withdraw
this money at any time, and this \$1,000.00
is being deposited with you as an evidence of
good faith.

Will you please write Mr. I. S.
Logan, Riverside, that Mr. M. S. Jackson has
deposited \$1,000.00 with you as an evidence
of good faith in the matter of the purchase
of the Pico Ranch, and would he send his
certificate of title down for a continuation
of the certificate or order a base search?

Yours very truly,

EE:AM

Ed Fletcher

Mr. Fletcher:

Received above mentioned check, and will follow
instructions.

A. J. G. Co.
H. E. Lane



SOUTHERN TITLE GUARANTY COMPANY

SAN DIEGO, CALIFORNIA

March 6, 1922.

Ed Fletcher Co.,
920 - 8th St.,
San Diego, Calif.


Dear Sir: Replying please refer
to Order #46688-LBS:

We are in receipt of your favor of the 2nd inst. enclosing letter from Crow and Logan, requesting that we make up deed and contract on the property being sold you by Pico.

We have been waiting for the data necessary for us to have prior to the drawing of the contract, which particularly is the exact acreage that will be embraced in this transfer. It is the writer's recollection that your engineer would call upon us and together the decision would be arrived at as to this total, when it would be submitted to Mrs. Pico for her approval.

If this is still your purpose, will you kindly have your engineer call as early as possible, and we will go into the matter?

Yours very truly,


L. B. Strait,
For the Company.

LBS:GJ

Attended to Mar 14, 1922
THF



SOUTHERN TITLE GUARANTY COMPANY

SAN DIEGO, CALIFORNIA

March 16, 1922.

Mr. Ed Fletcher,
920 - 8th St.,
San Diego, Calif.

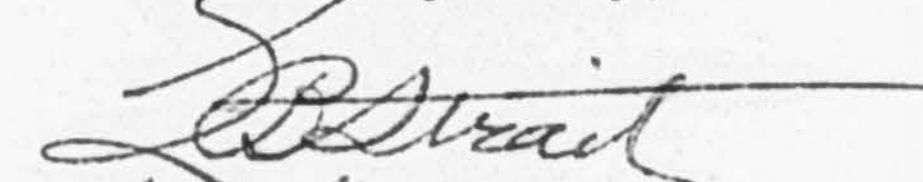
Dear Sir: Replying please refer
to Order #46688-LBS:

We have received from your Mr. King, Chief Engineer, the report finding the net acreage in the purchase of Pico as 422.86 acres, and now hand you the buyer's complete instruction as briefed in the earlier instruction of Mr. Crow at the time of his recent visit, which we will ask that you approve on both the original sheets and return to us, reserving the carbon copies for your files.

Upon their return to us we will prepare the contract in triplicate as indicated herein, and forward the same, together with deed, to Crow & Logan, to be executed by Dolores A. de Pico.

We will thank you for your early attention to this, as you are aware Crow & Logan are very insistent for an early close of the transaction.

Yours very truly,


L. B. Strait,
For the Company.

LBS:GJ
Enc.

March Twenty-four
1 9 2 2

Southern Title Guaranty Co.,
San Diego, California.

Gentlemen:

Referring to Order No. 46688, Escrow No. 11927, will say a mistake has been made somewhere. Logan and Crow's agreement of sale is as follows:

\$100 per acre is the price. \$6,000 down when the certificate shows title clear. The balance of the first payment of 25 percent in six months, and 25 percent in one and one-half years; 25 percent each year thereafter with interest at the rate of 7 percent, until the total sum is paid.

You will have to change the escrow instructions to conform before I can get my man to sign. Please draw up the instructions to conform.

Yours truly,

EF:KIM



SOUTHERN TITLE GUARANTY COMPANY

SAN DIEGO, CALIFORNIA

March 25, 1922.

Mr. Ed Fletcher,
920 - 8th St.,
San Diego, Calif.

Dear Sir:

Replying please refer to
Order #46688-LBS:

We have your favor of the 24th inst. replying to our submission to you of escrow instructions covering the purchase by M. S. Jackson of certain property belonging to Dolores A. de Pico, in which it would seem your objection lies to the terms of payment.

We wish to quote you the language of the instruction as given us by B. H. Crowe, representing the seller, and which you approved on that date, as follows:

"Upon payment to you within fifteen days from date hereof for my account the sum of \$100.00 per acre, as we may agree. This consideration payable as follows, and all to be evidenced by a contract:

\$1000.00 on this date, \$5,000.00 when contract is executed, and the remainder of 25% of the whole price in six months and 25% in eighteen months. When this 50% shall have been paid, deed will be delivered and trust deed and notes executed for balance payable, one half in one year and one half in two years from date of delivery of deed. All payments from date of contract and interest at seven per cent. payable semi-annually."

We estimate the whole price of the property at \$42,286.00, and twenty-five per cent. of the whole price, payable in six months and eighteen months as payments of \$10,643.00 each, which will make a total payment up to that time of \$27,286.00, leaving \$15,000.00 payable and secured by the trust deed.

We feel that it is possible that the difference that may exist in the idea of the terms is constituted in computing the twenty-five per cent. payment, and will call your attention to the Crowe instruction, in that it requires twenty-five per cent. of the whole price, and not twenty-five per cent. of the remainder. If we are right in this and you will now approve the matter under those terms, we are submitting the form of instruction to you for your signature. Otherwise, kindly indicate particularly what the

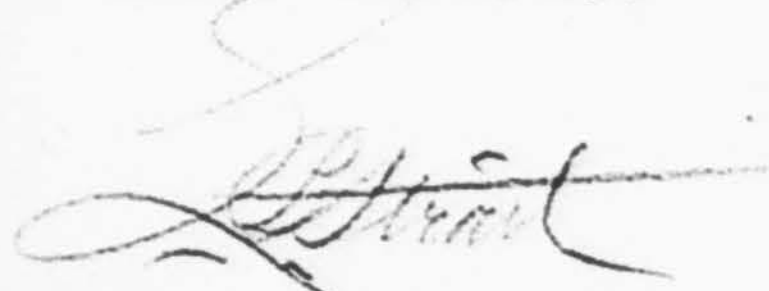
Mr. E.F.

-2-

3/25/22.

change shall be and we will submit same to Mr. Crowe for his approval.

Yours very truly,



L. B. Strait,
For the Company.

LBS:GJ

March 25, 1922

Southern Title Guaranty Co.,
San Diego, California.

Attention Mr. Strait

Gentlemen:

Referring to Order No. 46688, will say following is a copy of letter from Crow & Logan, received January 25th, 1922:

"My dear Colonel:

The following are the best terms our client, Mr. Pico, will consider:

The selling price of \$100 per acre for the total acreage in the San Luis Rey property; \$6,000 down, the balance of the first payment of 25% in six months; and then 25% in one and one-half years from date, and 25% every year thereafter with interest at the rate of 7% until total sum is paid. Deed to be given when the final payment is made together with certificate of title."

We have since verbally modified that agreement to when one-half the property is paid for, deed and mortgage is to be given.

Yours truly,

EF:KLM



SOUTHERN TITLE GUARANTY COMPANY

SAN DIEGO, CALIFORNIA

APRIL
THIRTEENTH
1922

Replying, please refer to
Order No. 46688 - LBS

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

Dear Sir:

Responsive to your request over the phone this morning
we are enclosing you a copy of the telegram we sent to
Miguel Estidillo, as follows:

"Jackson too ill for business. Fletcher believes
change in contract will be satisfactory to him.
Can send one thousand dollars in hand if you allow
further time until Jackson is able to execute agree-
ments and deposit balance first payment."

To which we have the following reply:

"Jackson may have ten days from the twelfth to
sign papers and deposit balance first payment.
Forward one thousand dollars to me.
Miguel Estudillo."

Yours very truly,

L. B. Strait,
For the Company.

LBS/msj

April 25, 1922.

Southern Title Guaranty Co.
San Diego, California.

Attention Mr. Strait

Gentlemen:

This is to confirm our telephone conversation
that you may send \$1,000 to the Pico's and to be con-
sidered liquidated damages in case the \$5,000 is not
paid by June 1st, 1922 by Jackson, otherwise in full
force and effect.

Am leaving for Phoenix tonight, returning
Friday.

Please draw up the papers accordingly.

Yours truly,

EF:KLM

SOUTHERN TITLE GUARANTY COMPANY

SAN DIEGO, CALIFORNIA

June 2, 1922.

Ed Fletcher Co.,
920 - 8th St.,
San Diego, Calif.

Gentlemen: Re Order #46688:

Herewith find copy of Contract in connection with the above order, showing changes in payments in accordance with the new agreement per telegraph advices of recent date.

If you find that the provisions in regard to the payments herein are satisfactory, please have Mr. Jackson come in and sign contracts in triplicate and we will immediately forward same to Mrs. de Pico at Riverside, for her signature and acceptance.

Yours very truly,

W. E. Abraham

W. E. Abraham,
For the Company.

WEA:GJ
Enc.

February
Fifteen
1922

Southern Title Guaranty Co.,
San Diego, California.

Gentlemen:

Enclosed find certificates listed as follows:

Southern Title Guaranty Company	No. 41134	(Barnett)
" " " "	" 38760	(Tom Carroll)
" " " "	" 31553	(Jim Carroll)
" " " " 40053	" 36460	(Chapman)
" " " "	" 36616	(Clancy)
" " " "	" 40054	(Eucalyptus)
" " " "	" 31794	(Hermans)
" " " "	" 31554	(Hooper)
" " " "	" 25900	(Peters)
" " " "	" 40057	(Woodsley)
Union Title Company	" 73217	(Anderson)
" " " "	" 33125	(Bowman)
" " " " 40064	" 31867	(Calac)
" " " "	" 65916	(Carroll Dsito)
" " " " 31555	" 67711	(Craig)
" " " "	" 16038	(Geo. Stevens)
" " " " 40056	" 8796	(Swail)
" " " "	" 57518	(Wakeham)
" " " " 40059	" 36344	(McCray)

Abstract Title & Trust Company 40063-16597 (Gramman)
of San Diego

Please continue these certificates without closing them up, and when you are ready to give me a report on all of them please notify me, and I will furnish you deeds for and have the property brought down in the new owner. There are four more certificates to follow, covering the Lucy Stevens property, the Hulton, Utt and Bryan properties.

Yours very truly,

EF:KLM

Mr. Ed Fletcher:

We acknowledge receipt of each and every certificate listed above.

H. E. Cane

R. KAUFMAN, FRED & CLARA



SOUTHERN TITLE GUARANTY COMPANY

SAN DIEGO, CALIFORNIA

FEBRUARY
FIFTEENTH
1922

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

Dear Sir:-

In reply please refer to
our Order No. 46438.

In the matter of your escrow with Mr. Jennings wherein you are purchasing a portion of Lot 5 in Block 41 of the Subdivision of the "S" Tract, Rancho El Cajon, we would advise you that an examination of the title to this property discloses that before we can issue a clear Certificate of Title, it will be necessary to either procure deeds from or quiet title against the San Diego Investment Company, a corporation, and A. Edward Tollstam.

It will also be necessary to have an administrator appointed in the estate of Francis B. Wilde, deceased, and quiet title against such administrator. This will be necessary as to said Wilde and Tollstam, unless you are willing to take the property upon a Certificate which will contain a note to the effect that we assume that the description contained in a certain deed from Wendell Easton to said Wilde does not overlap the property in question. In order to convey to you the title to that portion of the lot lying north of the Los Coches Creek, so called, it will be necessary to obtain the deed from the San Diego Investment Company.

Mr. Jennings has been in the office discussing this matter, and he has informed the writer that he will not stand the expense of the appointment of the administrator or the quiet title suit. Consequently we are advising you that we cannot comply with your escrow instructions until the matters herein shown have been attended to.

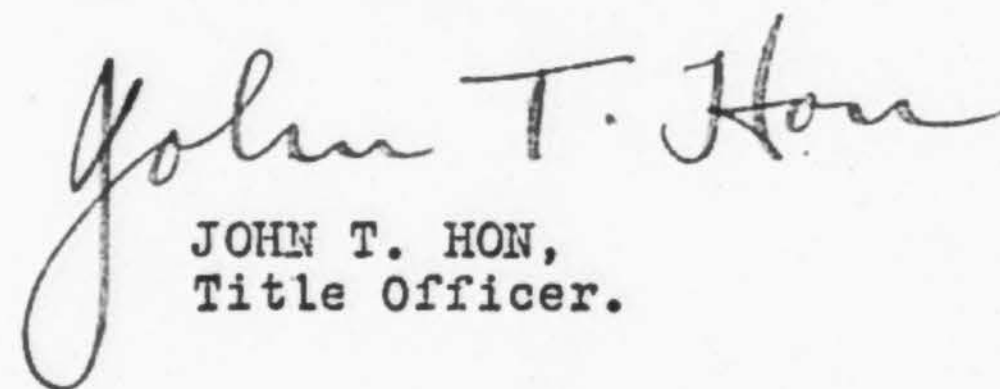
We also find that the State and County taxes for the year 1920 have not been paid. The amount of these taxes is \$43.35, if paid on or before the 15th inst. As Mr. Jennings has not authorized the payment of these, we would inquire if it is your intention to pay them.

Another matter we wish to call to your attention is the fact that it will be necessary to change the description in the deed to yourself for the reason that while the description used therein is such that the property can be located on the ground, at the same time there is nothing of record to show the location of the flume of the Cuyamaca Water Company through this property, and as we take it that you are anticipating the sale of this property in small tracts, which will necessitate making new descriptions in the future by metes and bounds, a difficulty will then arise in that it will be impossible for us to tell whether or not the property that you are conveying is covered by this deed. To solve this difficulty we recommend that you have this property surveyed, and furnish us with a description of the same, so that the courses and distances can be inserted in the deed and make the record title clear beyond question. If this is done there will be no trouble in the future in preparing descriptions of portions of this property.

As Mr. Jennings does not seem disposed to do anything toward clearing up the title to this property, we are advising you of that fact in order that you may know that we cannot comply with your escrow instructions in the matter of the delivery of a clear title. If you decide to employ an attorney to clear up the title, we will be glad to furnish him with such data as he may need.

We are

Very truly yours,


JOHN T. HON,
Title Officer.

JTH/K

File Kaufman

February
Twenty
1922

Order No. 46438

Mr. J. T. Hon,
Southern Title Guaranty Co.,
San Diego, Calif.

My dear Mr. Hon:

Enclosed find copy of letter to Mr. Jennings,
which is explanatory.

You will find the county taxes for 1920
have been paid.

Please let me know if this is not the fact.

Yours truly,

MF:KIM

February
Twenty-five
1922

Mr. J. T. Hon,
Southern Title Guaranty Co.,
San Diego, Calif.

My dear Mr. Hon:

Regarding the Jennings property which was
deeded to me, there are several clouds on the title.
Is there any other property adjoining belonging to
Mr. Jennings that has the same clouds on the title
that mine has? In other words, should it not all
be brought into the same suit to quiet title? Enclosed
find letter from Kaufman which is explanatory. Please
return it.

Yours sincerely,

EF:KMM



SOUTHERN TITLE GUARANTY COMPANY

SAN DIEGO, CALIFORNIA

1922
FEBRUARY
27th
1 9 2 2.

Mr. Ed Fletcher,
920 - 8th Street,
San Diego, Calif.

In reply please refer
to our order no. 46438.

Dear Sir:-

We have your favor of the 25th inst.,
in regard to the Jennings property.

We do not believe that there is any
other property adjoining the premises in ques-
tion belonging to Mr. Jennings which is in the
same condition as the property under search.

The defects in the record title seem
to be confined to Lot 5 in Block 41.

The writer has read Mr. Kaufman's let-
ter and take it that he seems to be under the im-
pression that other property adjoining is in the
same condition as this property. This is, however,
not the case.

This morning the writer had a conversa-
tion with Mr. King, who surveyed the Kaufman prop-
erty, and, from what he said, it seems that the de-
scription that was used in the deed to the Kaufmans,
and also in the deed from Mr. Jennings to yourself,
is not correct. He informed the writer that the
34.80 acres was so surveyed on the ground that the
West line of the same was a line Easterly of the
West line of Lot 5, Block 41. In other words, the
description used in the deeds which calls for all
of the lot lying North of the right of way of the
Cuyamaca Water Company's Flume Line, is not correct.

Mr. King stated that Mr. Jennings had a
survey of the property in his possession which will
probably show the true description. As you are buy-
ing the identical tract which Mr. King formerly owned,
it will, of course, be necessary to furnish us with
correct metes and bounds description for the property

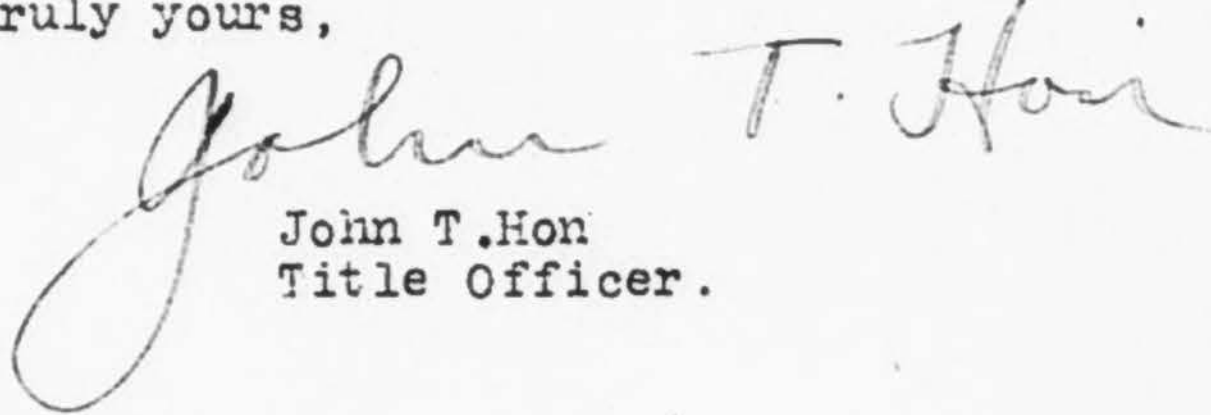
(2)

in question as disclosed by the King survey after the other defects of the title have been cleared and Mr. Jennings is in a position to deliver you good title.

As per your request we are returning you the letter from Mr. Kaufman.

We are

Very truly yours,


John T. Hon
Title Officer.

2-28-22

I phoned Mr. Hon today and he advises that the San Diego Investment Co. deed has been made out. The president at present is in So. America but expected back in April and they will be able to get the quitclaim deed from him.

The Tollstam deed - he is an actor on the Orpheum circuit and hard to locate. Mr. Jennings is trying to locate him and they are. He offered to let us have the deed if you want it, but does not know where we can reach him. I told him to keep it and perhaps between them and Jennings they can find Tollstam.

K.L.M.

Enc.
JTH/B

March
First
1922

Order No. 46438

Mr. J. T. Hon,
Southern Title Guaranty Company,
San Diego, California.

My dear Mr. Hon:

I thank you kindly for your letter of February
27th, regarding clearing up the title on the Jennings'
matter.

Yours sincerely,

BN:KLM

March 21, 1922

Mr. John T. Hon,
Southern Title Guaranty Co.,
San Diego, Calif.

Order No. 46438

My dear Mr. Hon:

Attached find plat and metes and bounds
description of the Kaufman property, which I understand
is what you require.

Please let me know what is the next thing
you want me to do in order to get this matter straightend
out.

Yours sincerely,

KLM

Mr. Fletcher:

We acknowledge receipt of plat and metes and
bounds description of the Kaufman-Jennings property.

*Southern Title
Guaranty Company
per J. T. Hon*

3-21-22

Original sent to Mr. Crouch.

SOUTHERN TITLE GUARANTY COMPANY.

MARCH
TWENTY-FIFTH
1922

Mr. Ed Fletcher,
920 - 8th Street,
San Diego, Calif.

Dear Sir:-

In reply please refer to
our Order No. 46438.

Replying to your favor of recent date in regard to the Kaufman property, in which you inquire what steps should be taken in order to get this matter in proper shape, the writer would advise you that, in his judgment, the proper thing to do would be to place this matter in the hands of your attorney, as it will be necessary to bring an action to quiet title.

We will be pleased to furnish your attorney with such information as he will need in the preparation of this action.

We are

Yours very truly,
JOHN T. HON . Title officer

February
Twenty-five
1922

Southern Title Guaranty Co.,
San Diego, Calif.

Gentlemen:

Further in regard to my instructions to you under date of February 15th, enclosed find Nulton certificate No. 41944, also Lucy G. Stevens certificate No. 77816.

I will forward the Bryan and Utt certificates shortly. I cannot find the Utt certificate. Following is the legal description of the property.

N.E. $\frac{1}{4}$ of N.W. $\frac{1}{4}$; W $\frac{1}{2}$ of N.W. $\frac{1}{4}$ and N.W. $\frac{1}{4}$ of S.W. $\frac{1}{4}$ Section 31, Twp. 10 S. R. 2 E. All of Section 36 Twp. 10, S. R. 1 East, and the W $\frac{1}{2}$ of the W $\frac{1}{2}$ of Section 6, Twp. 11, S. R. 2 E., S. B. M. containing 970 acres.

You have once made a search on it. Will you please get to work on this search, bring it down to date. I will try and find the old certificate, or else pay \$5.00 for the issuance of a new one.

We will have the Bryan certificate here in a few days, and these last four mentioned certificates are all subject to the same instructions as per my letter of Feb. 15th to you.

Yours very truly,

EF:KLM

Mr. Ed Fletcher:

We acknowledge receipt of the two certificates above mentioned.

FEB 25 1922
Recd Cert
JES

March Tenth 1922

Southern Title Guaranty Co.,
San Diego, California.

Gentlemen:

Further in regard to my instructions to you under date of Feb. 15th, enclosed find the Bryan certificate No. 38150. This is subject to the same instruction as per my letter of Feb. 15th.

We have been unable to find the Utt certificate, so kindly issue a new one and bring down to date.

Will you kindly give me a report on how the titles stand on the certificates which I have sent you under these instructions, as I am anxious to hurry the thing up.

Yours sincerely,

EF
KLM

3/10/22
Mr. Ed Fletcher:

We acknowledge receipt of the Bryan certificate mentioned above.



SOUTHERN TITLE GUARANTY COMPANY

240-3
SAN DIEGO, CALIFORNIA

MARCH
FIFTEENTH
1 9 2 2.

Mr. Ed Fletcher,
San Diego, California.

Dear Sir:-

In reply please refer
to our Order No.46727, etc.

We have completed our examination of the title to the several properties, as requested by you in your letters of February 15th, 1922, and later dates.

First; we notice that you speak in your last two letters of being unable to find what you call the "Utt" Certificate. In your letter of February 25th, however, you furnish a description of the Utt property. On checking this up, we find that it tallies exactly with the description of what, in your first letter, you call the "Woodsley" property; a report on which you will find given below. With reference to all of these properties, our new Certificates will, of course, show the 1922 State and County Taxes now a lien, but not payable until October. The following is a complete report, giving the new order numbers, key names, etc. :

No.46727

Barnett; now vested in Wm. G.Henshaw, encumbrances:

1st; Second installment of the State and County Taxes 1921.

2nd; San Dieguito Mutual Water Co. easement.

3rd; A mortgage for \$10,000.00 in favor of Southern Trust and Commerce Bank.

4th; Easement for public highway.

We shall have to except from the description as given in the former Certificate that certain parcel of land, granted by Wm. G.Henshaw and wife, to the County of San Diego for road purposes by deed of January 17th, and recorded in Book 571, page 174, of Deeds, with metes and bounds description.

SOUTHERN TITLE GUARANTY COMPANY

AC Sane

46973.

No.46728

Tom Carroll, now vested in William G.Henshaw, as his separate property, encumbrances:

1st; Second installment of the State and County Taxes 1921.

2nd; Fifty foot easement for public highway over a portion of the property.

3rd; San Dieguito Mutual Water Co. easement.

No.46729.

Jim Carroll, now vested in the Southern Title Guaranty Company, a corporation, encumbrances:

1st; Second installment of the State and County Taxes for 1921.

2nd; San Dieguito Mutual Water Co. easement.

(Note:) Conveyance by Wm. G.Henshaw to the County of San Diego a strip of Land 50 feet wide across a portion of said property; dated November 19th,1917, no record title in Henshaw at date of said deed.

(See postscript for No.46730)

No.46731.

Clancy; now vested in Wm. G.Henshaw, encumbrances;

1st; Second installment of the State and County Taxes 1921.

and
2nd; Conditions/ reservations in regard to development and sale of water as in deed dated January 6th,1913, recorded in book 592, page 127 of Deeds.

No.46732.

Eucalyptus Culture, now vested in Wm. G.Henshaw; encumbrance: Second installment of the State and County Taxes for 1921.

No.46733.

Hermans; now vested in Ed Fletcher, encumbrance: right-of-way for a road over the South 20 feet.

No.46734.

Hooper, now vested in Southern Title Guaranty Company, a corporation, encumbrances :

1st; Second installment of the State and County Taxes for 1921

2nd; Right-of-way for road purposes over the Southwest Quarter of Southeast Quarter of Section 35.

No.46735.

Peters; now vested in William G.Henshaw as his separate property; encumbrance : Second installment of the State and County Taxes for 1921.

Note : Deed by C.W.Spencer to Ed Fletcher dated August 11th, 1915, recorded in book 686, page 355 of deeds, granting right to construct and maintain a Dam on Warner's Ranch, etc.

No.46736.

Woosley - Utt; now vested in Wm. G.Henshaw.
Encumbrance: second installment of the State and County Taxes 1921, covering most of description.

No.46737.

Gramman; now vested in Wm. G.Henshaw; encumbrance: second installment of the State and County Taxes for 1921.

No.46738.

Anderson; now vested in Wm. G.Henshaw; encumbrances:

1st; Second installment of State and County Taxes 1921 on most of description.

2nd; Easement for road purposes over the Northwest Quarter and Northwest Quarter of Southwest Quarter of Section 29.

3rd; Easement for road purposes over the Southwest Quarter of Southwest Quarter of Section 29.

4th; Easement for road purposes over the East Half of Southeast Quarter of Section 30 and Northwest Quarter of Southwest Quarter of Section 29.

5th; Easement for road purposes over the East Half of Northwest Quarter of Section 29.

6th; A mortgage for \$10,000.00 in favor of Sarah N. Anderson in book 264, page 308, of Mortgages.

This mortgage now assigned to Anderson Investment Co.
Note: The Charter of Anderson Investment Co., a corporation, was forfeited on February 28th, 1920, for non payment of 1920 License Tax.

No. 46739.

Bowman; now vested in Union Title & Trust Company, a corporation, trustee, under and by virtue of a trust deed, herein-after shown, in trust for William G. Henshaw, as his separate property.
Encumbrances :

1st; Second installment of the State and County Taxes for 1921.

2nd; An easement for road purposes over portions of described property granted by John Shoup to the County of San Diego.

3rd; An easement for road purposes over the East Half of Southwest Quarter of Section 35.

4th; A right-of-way over the Northwest Quarter of Southeast Quarter of Section 35, for poles and wires for transmitting electrical energy, granted by deed recorded in book 378, page 357 of Deeds.

5th; A trust deed to Union Title & Trust Co., executed by A.H. Nelson to secure two notes, aggregating \$9500.00 recorded in book 584, page 187 of Deeds.

The Union Title & Trust Co., is now Union Title Co. of San Diego.

Note : This Certificate does not contain an examination of or report on water rights, water contracts, rights of impounding waters of San Luis Rey River, or matters pertaining thereto.
N.B. What liability should we show in this Certificate ?

No. 46740

Calac; now vested in Wm. G. Henshaw; encumbrance: Second installment of the State and County Taxes for 1921.

No. 46741.

Carroll Damsite; now vested in William G. Henshaw, as his separate property, encumbrances:
Second installment of

1st; State and County Taxes 1921

2nd; San Dieguito Mutual Water Co. easement. Three exceptions must be made from description as given in previous Certificate :

Exception 1st; Those portions conveyed by Wm. G. Henshaw and wife to San Dieguito Mutual Water Co., a corporation, by deed recorded in Book 722, page 225, and being that portion of

said premises lying below the 315 foot U.S. Geological Survey Contour Line.

Exception 2nd; A strip of land 25 feet wide across the Northeast Quarter of Southeast Quarter, Section 13, granted by said Henshaw and wife to said Water Company by deed recorded in book 770, page 74.

Exception 3; A strip of land 50 feet wide across the Northeast Quarter of Southeast Quarter of Section 13, conveyed by said Henshaw to the County of San Diego.

(Note) This Certificate does not include examination of or report on water rights, etc.

No. 46742.

Craig; Now vested in Southern Title Guaranty Company, encumbrances;

1st; Second installment of State and County Taxes 1921.

2nd; An easement for road purposes in favor of the County of San Diego, granted by J.A. Graves by deed recorded in book 257, page 493, of Deeds.

No. 46743.

George D. Stevens; Now vested in William G. Henshaw, as his separate property; encumbrances:

1st; Second installment of State and County Taxes 1921.

2nd; A mortgage by Kate Desay for \$3600.00 in favor of George D. Stevens, recorded in Book 194, page 238 of Mortgages. This mortgage apparently barred by Statute of Limitations, and if paid should be released of record.

(Note) From Probate proceedings in the estate of George D. Stephens, deceased, it appears that he died on or about May 24th, 1921, intestate, and that Linda W. Stevens is administratrix of said estate; Probate Case 9684, Superior Court, San Diego County.
at Civil Case No. 36013

(Note No. 1) On November 10th, 1921, an action was begun in the Superior Court of San Diego County by William E. McDonald vs. Mrs. L.M. Ashenfelter, et al, for the partition of the Southeast Quarter of the Northeast Quarter of Section 20 and other property and for a decree quieting title as to said defendants. On December 20, 1921, a Decree was entered adjudging Wm. E. McDonald and W.A. Sutherland to be the owners as tenants in common of all of said property. A certified copy of said Decree was recorded in Book 866, page 397 of Deeds. William G. Henshaw was not made a party to said action, and none of the parties

to said action had any record title to said Southeast Quarter of the Northeast Quarter of the property herein described.

(Note No.1.) On December 20th, 1921, another action was taken by the same plaintiff against the same defendants, involving the same property. This action is still pending; see Civil Case No. 36306.

No. 46744.

Swale; now vested in Wm. G. Henshaw; encumbrances:

1st; Second installment of State and County Taxes for 1921.

2nd; An easement; being a strip of land 12 feet wide along the range lying between ranges 3 and 4 West, described as in book 724, page 380 of Deeds, for the purpose of erecting poles and stringing wires, etc., granted by Ed Fletcher to San Diego Consolidated Gas & Electric Co.

No. 46745.

Wakeham; now vested in Wm. G. Henshaw; encumbrances:

1st; Second installment of the State and County Taxes for 1921.

2nd; An easement for road purposes over the East 20 feet of the Northeast Quarter of Northwest Quarter and the West 1276 feet of the North 20 feet of the Southwest Quarter of the Northeast Quarter of Section 7. etc.

3rd; A mortgage covering the entire interest in the property described (our search and certificate cover only an undivided one-eighth interest in said property) by William G. Henshaw and wife, in favor of Joseph E. Summers for \$10,000.00

No. 46746.

McCray; Now vested in Wm. G. Henshaw. Encumbrance : Second installment of the State and County Taxes 1921.

Note : In Book 500, page 160 of Deeds, appears the record of an easement, dated November 26th, 1912, executed by the Empire Land & Cattle Co., a corporation, in favor of the County of San Diego, granting an easement for road purposes 50 feet wide across a portion of said property. The grantor had no record title to said premises. Please note that this search and certificate cover only an undivided one-half interest in the property described.

No. 46839.

Nulton; Now vested in William G. Henshaw; encumbrances :

1st; The second installment of State and County Taxes for 1921.

2nd; San Dieguito Mutual Water Co. easement.

3rd; A mortgage for \$2500.00 by Wm. G. Henshaw and wife, in favor of E. E. Nulton and Effie E. Nulton.

(Note) Our certificate will be written, subject to any possessory or other rights of Melancton Barnett, in the East 198.28 feet of said premises by reason of conflicting surveys as set out in full in previous certificate.

No. 46840.

Lucy G. Stevens; Now vested in Wm. G. Henshaw; encumbrances:

1st; Second installment of the State and County Taxes for 1921.

2nd; A right-of-way for road purposes, in favor of the County of San Diego.

3rd; A right-of-way for public highway known as Route 4, Division 3, Bonsall & Fallbrook Road.

4th; A mortgage for \$10,900.00 in favor of Lucy G. Stevens.

(Note 1) Vacation of portion of First Street in Fairview. No examination of title to vacated portion or legality of vacation proceedings.

(Note 2) On November 10th, 1921, an action was taken in the Superior Court, of San Diego County, by Wm. E. McDonald vs. Mrs. L. M. Ashenfelter, et al, for the partition of the Northwest Quarter of the Southeast Quarter of Section 20 together with other property. (See Note at No. 46743 above.)

(Note 3;) Another action by McDonald vs. Ashenfelter, et al, see also Note at No. 46743 above.

No. 46973.

Bryan; Now vested in Wm. G. Henshaw; encumbrances:

1st; Second installment State and County Taxes 1921.

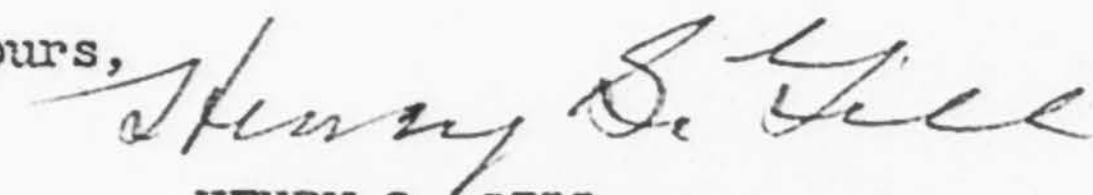
2nd; Easement in favor of San Diego Consolidated Gas & Electric Co.

3rd; A mortgage for \$7,000.00 in favor of Olive E. Cary.

Mr. Ed Fletcher Page 8.

(Note:) As to Licensed Survey 68 showing this property as North Half of Lot 78 of all of Lots 79 to 83 inclusive of Guajome Fruit Colony and showing the County Road across lots 78-79-80-81.

Very truly yours,



HENRY S. GILL,
Assistant Title Officer.

Postscript.

No. 46750.

Chapman; Now vested in Wm.G.Henshaw; encumbrance :
second installment of the State and County Taxes for 1921.

HSG:B.

March 28, 1922

→ Mrs. Crane,
Southern Title Guaranty Co.,
San Diego.

My dear Mrs. Crane:

Will you please deliver to bearer,
copy of the mortgage on the Xarissa ill property,
togetherwith note in favor of Mrs. Hill, in order that
we may execute note and mortgage to conform. The bank
at Martinez did not furnish us with copy.

Yours truly,

KLM

April 17, 1922

Southern Title Guaranty Co.,
San Diego, California.

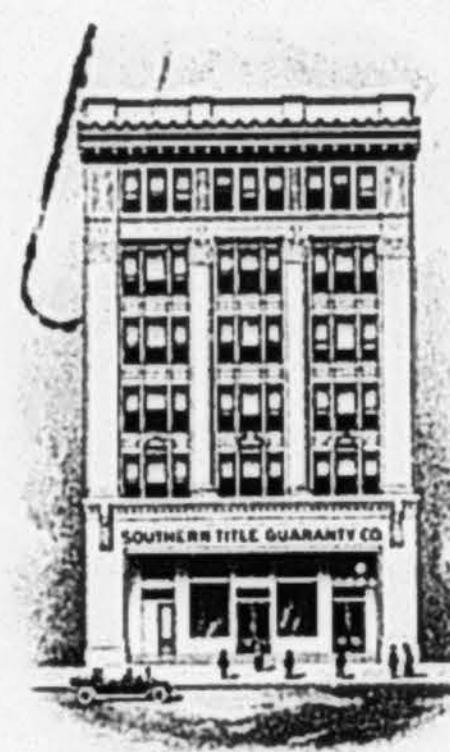
Gentlemen:

As you have all of the certificates, will you please bring them down to date, showing the Treanor-Fletcher properties, which Henshaw deeded in the name of Treanor-Fletcher, subject to existing mortgages which have been put on record.

Please make out the bill to Wm. G. Henshaw for the continuation of the certificates, and let me know how soon before you can get these continuations completed.

Yours sincerely,

BF:KLM



SOUTHERN TITLE GUARANTY COMPANY

SAN DIEGO, CALIFORNIA

R. S. REED,
SECRETARY

May 23, 1922.

Col. Ed Fletcher,
920 - 8th St.,
San Diego, Calif.

Dear Col. Fletcher:

We are in receipt of your favor of the 20th inst. inquiring for the cost of certifying to a plat or subdivision of the Santa Fe Ranch (which comprises eight or nine thousand acres, located in the Rancho San Dieguito and adjoining lands).

We will make our search and certify to the above named plat for the sum of \$250.00, and after said plat has been recorded, subdividing this Ranch into various lots, we will issue our Subsequent Certificates at any time within a period of two years from the filing of this aforesaid map, providing that there be no changes in the record by deeds or other instruments, upon the basis of one-half of one per cent. of the liability expressed in Certificate desired, with a minimum fee of \$10.00 for each Certificate. That is to say, in the event one of these tracts or lots, which contains twenty acres, should be sold upon a basis of \$200.00 per acre, namely \$4,000, and the liability in our Certificate limited to \$4,000.00, our charges for this search would be \$20.00. In the event that the liability in a Certificate should be as low as \$1,000.00, it would be upon the basis of the minimum fee, which would be \$10.00.

If you will favor us with this order we will use our

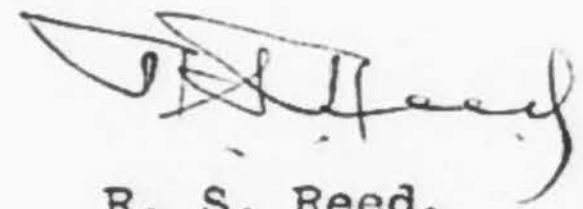
Col. E.F.

-2-

5/23/22.

best efforts to have the certification of this map made at the very earliest period, and we can assure you that any certificates that are ordered after the map has been filed will be made within two or three days of the receipt of the order.

Thanking you, we remain,


R. S. Reed,
Secretary.

RSR:GJ

cc - Mr. Hodges
Mrs. Faulkner.



SOUTHERN TITLE GUARANTY COMPANY

SAN DIEGO, CALIFORNIA

June 1, 1922

San Diego Savings Bank,
San Diego, California.

In reply please refer to
our Order No. 47790 -

Attention D. N. Millan
Assistant Cashier.

Gentlemen:

We have continued to date our examination of the title to certain portions of Section 8, Township 11 South, Range 4 West, S.B.M., which are being mortgaged by Ed Fletcher and John Treanor to M. T. Gilmore, and find from such examination that we can comply with the instructions contained in your letter of May 24 by recording the Release and Mortgage at hand, except for the following matters:

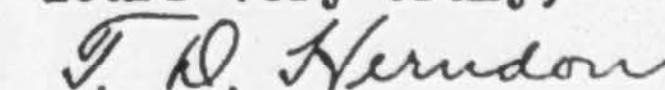
1: In Book 341, page 39, of Mortgages, appears the record of a Mortgage dated December 30, 1921 and recorded April 7, 1922, executed by Ed Fletcher and Mary C. B. Fletcher, his wife, to Wm. G. Henshaw, covering an undivided one-fourth interest in this and other property.

2: In Book 341, page 53, of Mortgages, appears the record of a Mortgage dated December 30, 1921 and recorded April 7, 1922, executed by John Treanor and Elizabeth C. Treanor, his wife, to Wm. G. Henshaw, covering an undivided three-fourths interest in this and other property.

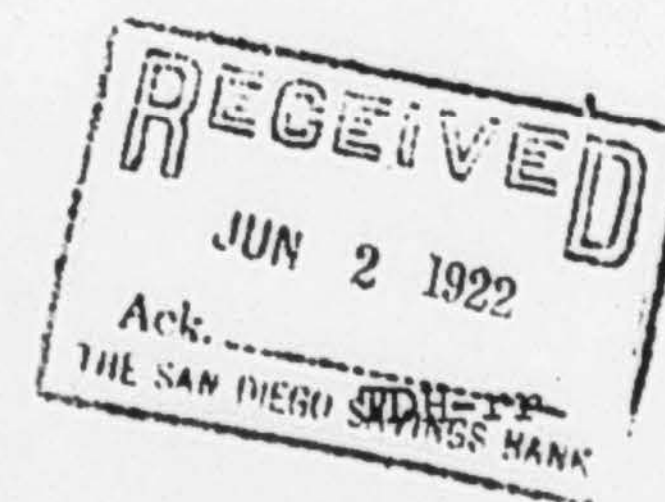
It will be necessary to secure partial releases of the above named mortgages before we can show the mortgage at hand as a first lien upon the property.

We will hold the order open awaiting your further instructions.

Yours very truly,



T. D. Herndon
Title Examiner.



cc - Mr. Treanor 2

June 1, 1922.

Southern Title Guaranty Co.,
940 Third Street,
San Diego, Calif.

Gentlemen:

Will you kindly issue a certificate of title in the name of Treanor and Fletcher for the North half of the Southwest quarter of Section 15, and the West half of the Southeast quarter of Section 15, Township 13 South, Range 3 West.

It is my understanding from Mr. King that a certificate of title has never been issued on this land. If you have ever issued a certificate for this, will you kindly let me know the number, and oblige.

Yours very truly,

LEB:AM

SOUTHERN TITLE GUARANTY COMPANY

SAN DIEGO, CALIFORNIA
June 6, 1922

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

In reply please refer to
our Order No. 47850

Dear Sir:

On the 31st ultimo you sent us for continuation our Continuation Certificate of Title No. 46743, which we are herewith enclosing, also a Release of Mortgage shown as encumbrance No. 2 in the enclosed Certificate, which release has been recorded as per your instructions.

Your letter states that the Certificate should be continued to show the property free and clear of encumbrances except taxes and the Henshaw Mortgage.

We wish to call your attention to the fact that this Certificate which you sent us to continue contains two notes numbered 1 and 2 following the description. If it is desired to eliminate these notes, a Quit Claim Deed should be procured for the property in question from William E. McDonald and W. A. Sutherland.

Also the suit mentioned in Note No. 2 should be dismissed as to the property in question.

It would seem as though the parties mentioned in these notes have been dealing with your property under a mistake in description, as apparently they have no record title in the property.

If it is satisfactory to you to continue this Certificate with the two existing notes, kindly return the Certificate to us and we will complete the order. We are

Very truly yours,

JOHN T. HON
Title Officer

JTH-RR

original to Mr. Crouch

FORM 104 3M 9-21

SOUTHERN TITLE GUARANTY COMPANY

940 THIRD STREET
SAN DIEGO, CALIFORNIA

WHEN CALLING WITH REFERENCE TO YOUR ORDER ON

N² of SW⁴ Sec 13; N² of SE⁴ Sec 13

PLEASE REFER TO ORDER NO. *47859*

MAIN 6/80

13-3W



SOUTHERN TITLE GUARANTY COMPANY

SAN DIEGO, CALIFORNIA

June 14, 1922

Mr. Ed Fletcher,
920 Eighth St.,
San Diego, California.

In reply please refer to
our Order No. 47859

Dear Sir:

Pursuant to your request of recent date, we are enclosing you herewith a Partial Release of Mortgage, releasing the 160 acres covered by the above order number in Section 13, Township 13 South, Range 3 West, S.B.M., from the lien of those two certain mortgages executed by yourself and Mr. Treanor in favor of Wm. G. Henshaw.

We have been advised by your office that it is contemplated that a new Mortgage will be placed on this property to be executed by yourself and Mr. Treanor in favor of one of the local banks. We will, therefore, hold this Certificate open, as it will doubtless be necessary to show the new Mortgage on our Certificate.

We are

Very truly yours,

John T. Hon
John T. Hon
Title Officer.

JTH-rr

June 14, 1922.

Southern Title Guaranty Co.,
940 Third Street,
San Diego, Calif.

Gentlemen:

Inclosed please find Union Title
Company certificate #91061. Will you kindly bring
this certificate down in the name of Treanor and
Fletcher the same as the other certificates have
been brought down, and oblige,

Yours very truly,

MEF:AH

Our No. 47993

Received above mentioned certificate.

SOUTHERN TITLE GUARANTY COMPANY

W. Henshaw
W. Henshaw

July 19th
1932

Mr. L. B. Strait,
Southern Title Guarantee Co.,
San Diego, California.

Dear Sir:

Confirming our telephone conversation
of today: Will you please transfer all of
Pueblo 1339, owned by Gordon, Swallow, and
Fletcher, to Lawrence Fletcher, and I will
pay for the continuation of certificate.

Yours very truly,

EF:F

August 15, 1922

File 280-16

Southern Title Guaranty Co.,
San Diego, California.

Gentlemen:

In whose name at the present time is Parcel
No. 152 of the San Luis Rey/Riparian Right map, 15 or 20
acres in the Southwest quarter of the Northeast
Quarter of Section C, Township 10 South, Range 2 West.

Yours very truly,

EF:KLM



SOUTHERN TITLE GUARANTY COMPANY

SAN DIEGO, CALIFORNIA

R. S. REED,
SECRETARY

August 16, 1922.

Colonel Ed. Fletcher,
920 - Eighth St.,
San Diego, Calif.

Dear Colonel Fletcher:

We are in receipt of your favor of the 15th inst., inquiring in whose name Parcel #152 of the San Luis Rey riparian Search stands at the present time, and from an examination of our lot books, we find that said Parcel, which comprises the Southwest Quarter of the Northeast Quarter of Section 6, Township 10 South, Range 2 West, appears to stand in the name of Peter Augustin Grammen.

Yours very truly,

R. S. REED
Secretary.

RSR:LP



SOUTHERN TITLE GUARANTY COMPANY

SAN DIEGO, CALIFORNIA

September 11, 1922.

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

In reply please refer
to our Order No. 35041

Dear Sir:

We herewith return you Certificates of Redemption Nos. 154, 432, 440, 9182, 9184 and 9185, handed us for the purpose of having the records in the Auditor's office properly marked as to the land described therein. It appears that everything is now all right as to these taxes.

Kindly acknowledge receipt of these certificates on the enclosed.

Yours truly,

E. F. McVeigh
Asst. Title Officer

EFM-rr



SOUTHERN TITLE GUARANTY COMPANY

SAN DIEGO, CALIFORNIA

October 3, 1922.

Mr. Ed Fletcher,
San Diego, California.

Dear Sir:

Confirming our telephone conversation with Miss Mary Fletcher of this date, we beg to advise you of the delivery to us of a Deed from George H. Jones, covering various sectional property upon which he advises us you have had an agreement of purchase.

This Deed runs to our company and is accompanied by his instruction, setting out various payments due herein and particularly the payment of \$8000.00, which should be made within four days from this date.

Also, that you will approve the Escrow instruction referred to above within the time period of four days, as covers the payment of the \$8000.00.

Will you kindly give this your early attention?

Yours very truly,

L. B. Strait,
For the Company.

LBS:AS

not used

San Diego, California,
October 5, 1922.

Southern Title & Guaranty Company,
San Diego, California.

Gentlemen:

There has been handed to me a copy of a communication dated October 3, 1922 to you signed by George H. Jones which recites that he handed you therewith a deed from himself to you covering approximately Two Hundred (200) acres in Townships 13 S., R. 4 W., and 14 S., R. 4 W., S.B.M., and which communication sets forth the conditions under which you were authorized to record said deed and hold the same in trust for me, and which instructions were required to be approved and concurred in by me within four (4) days from the date of the communication.

Owing to the fact that should I approve and concur in these instructions, I would assume numerous obligations not agreed to by me with Mr. Jones, and some of which have not even been discussed, I must decline to approve these instructions and pay you the Eight Thousand Dollars (\$8,000.00) therein mentioned in accordance therewith.

A few of these additional obligations, at variance with my agreement with Mr. Jones, are as follows:

1. The instructions provide that the payment of Ten Thousand Dollars (\$10,000.00) to become due on November 1, 1923, should immediately become due and payable in the event that I or my successor in interest should petition to include said premises or any portion thereof within the limits of any irrigation district now or hereafter to be performed. My contract with Mr. Jones contains no such provision either expressly or impliedly. I would be willing however to consent that this payment should become due upon the inclusion of the premises within such an

1 irrigation district, provided that upon such payment there should
2 be deeded to me and released from the lien of any further pay-
3 ments, at least twenty (20) acres of the land. The instructions
4 as drawn provide for the maturity of this payment upon the filing
5 of a petition to include the premises and fail to provide for the
6 release to me of any portion of the land upon such payment, and
7 under these instructions I would have to, in addition to making
8 the Ten Thousand Dollar (\$10,000.00) payment, make further pay-
9 ments of the balance due before any portion of the premises
10 would be released.

11 2. The deed by Mr. Jones to you excepts that portion of
12 the premises lying below the ordinary high tide line of the
13 Pacific Ocean. This is not the language of the description of
14 the property as it appears in the certificate of title delivered
15 to me, and I think it would be better to follow the description
16 of the ranch given in the certificates.

17 3. My written agreement with Mr. Jones calls for a release
18 of ten (10) acres or more at any time by paying Three Hundred
19 Dollars (\$300.00) per acre, such payments to be deducted from the
20 final payment. I would be satisfied however with the release
21 clause of one (1) acre tracts upon the payment of Five Hundred
22 Dollars (\$500.00) each for any acre tracts lying West of the
23 Highway, and Four Hundred Dollars (\$400.00) each for any acre
24 tracts lying East of the Highway.

25
26 I hand you herewith the sum of Eight Thousand Dollars
27 (\$8,000.00) which you are authorized to deliver to Mr. Jones
28 within four (4) days from this date upon the condition that he
29 amends his instructions to conform to the foregoing.

30 Very truly yours,

31 -----
32

San Diego, California,

October 5, 1922.

Received from Ed Fletcher the sum of Eight Thousand Dollars (\$8,000.00) to be used in accordance with the foregoing instructions.

SOUTHERN TITLE & GUARANTY COMPANY

By T

Its

COMMUNICATION

To: SOUTHERN TITLE &
GUARANTY COMPANY.

From: ED FLETCHER.

Dated October 5, 1922.

Couch's Copy

San Diego, California,
October 6th, 1922.

Southern Title Guaranty Company,
San Diego, California.

Gentlemen:

There is handed you herewith, a deed from the undersigned, George E. Jones, to yourselves covering approximately two hundred acres in townships 18 South, Range 4 West, and 14 South, Range 4 West, S.B.M., which deed you are authorized to record when you have received for my account the sum of Eight Thousand Dollars (\$8,000.00) net to me under an option agreement covering said property held by Mr. Ed Fletcher at whose request this deed is made to you, providing said payment is made to you for my account within four days from this date.

Upon receipt of said payment you are authorized to record said deed and to hold title to said property in trust for me upon the following terms and conditions:

As long as Mr. Fletcher makes all payments and does all acts specified herein to be done by him, you are authorized to permit occupancy of the property by him, but upon any default on his part in the performance of any obligation cast on him by these instructions, all his rights shall cease and you will there upon re-convey said premises to me, or my order.

\$40,900⁰⁰

The selling price is ~~two hundred dollars (\$200.00) per acre~~ upon which Two Thousand Dollars (\$2,000.00) option money heretofore paid shall be applied in case said purchase is consummated, as well as the Eight Thousand Dollars (\$8,000.00) which is to be collected for me before you record said deed. Further payments are to be made as follows:

\$10,000.00 on or before November 1, 1923; \$10,000.00 on or before November 1, 1924, and the balance of purchase price on or before November 1, 1925. All deferred payments are to carry interest at the rate of six per cent (6%) per annum, payable semi-annually, from October 1, 1922. The state and county taxes for the year 1922 are to be paid one-half by me, and one-half by Mr. Fletcher, and all subsequent taxes and all public a

assessments or charges of whatsoever nature which may after this date become a lien upon said premises are to be paid by Mr. Fletcher. These payments and all payments upon principal and interest are to be paid to you, and by you paid to me, so that you will know definitely when any default shall have occurred.

Your charges in connection with this matter are to be paid by Mr. Fletcher as it is at his request that the property is conveyed to you instead of our executing an ordinary contract for sale on installment payments, and our purpose and intent is that this trust arrangement shall be considered the same as a conditional sale contract, and that the performance by Mr. Fletcher of all obligations herein contained is a condition prerequisite to the vesting of any rights in him, and in the event that he fails to perform all said obligations he shall have no right to recover from yourself or from me any payments made by him. It is expressly understood and agreed that time is of the essence of all provisions of this trust, and that any waiver or waivers by the undersigned of any default or defaults upon the part of said purchaser shall not operate to waive any future defaults nor to waive said provision that time is of the essence of this contract and trust, nor estop the undersigned or his successors in interest from setting up said provision that time is of the essence hereof.

It is further stipulated that ~~in the event that Mr. Fletcher or his successor in interest may petition to include said premises, or any portion thereof, within the limits of any irrigation district now or hereafter to be formed, or in the event that said land or any part thereof shall be included in any such irrigation district either with or without the consent of Mr. Fletcher or his successors in interest, the payment of Ten Thousand Dollars (\$10,000.00) due on November 1, 1923, shall be immediately due and payable, and in the event that such payment with interest in full to date is not paid you ^{within 30 days from} ~~at or prior to~~ the happening of such contingency, all rights of the purchaser hereunder shall cease, and you will forthwith re-convey said property to me, the payment of said additional sum of Ten Thousand Dollars (\$10,000.00) ^{as above provided} ~~prior to the inclusion of said land in any irrigation district~~ being expressly agreed upon by the parties as one of the conditions of this contract of sale and trust agreement.~~

October 6, 1922.

Southern Title Guaranty Company,
San Diego, California.

Gentlemen:

There is handed you herewith a deed from the undersigned George H. Jones, to yourselves, together with Certificate of Title, covering approximately two hundred acres in townships 13 South, Range 4 West, and 14 South, Range 4 West, S. B. M., which deed you are authorized to record when you have received for my account the sum of Eight Thousand Dollars (\$8000.00) net to me under an option agreement covering said property held by Mr. Ed Fletcher at whose request this deed is made to you, providing said payment is made to you for my account within four days from this date.

Upon receipt of said payment you are authorized to record said deed and to hold title to said property in trust for me upon the following terms and conditions:

As long as Mr. Fletcher makes all payments and does all acts specified herein to be done by him, you are authorized to permit occupancy of the property by him, but upon any default on his part in the performance of any obligation cast on him by these instructions, all his rights shall cease and you will thereupon reconvey said premises to me, or my order.

The selling price is Forty Thousand Nine Hundred Dollars (\$40,900.00) upon which Two Thousand Dollars (\$2000.00) option money heretofore paid shall be applied in case said purchase is consummated, as well as the Eight Thousand Dollars (\$8000.00) which is to be collected for me before you record said deed. Further payments are to be made as follows:

Ten Thousand Dollars (\$10,000.00) on or before November 1, 1923;
Ten Thousand Dollars (\$10,000.00) on or before November 1, 1924; and
the balance of purchase price on or before November 1, 1925. All
deferred payments are to carry interest at the rate of six per cent (6%)

per annum, payable semi-annually, from October 1, 1922. The state and county taxes for the year 1922 are to be paid one-half by me, and one-half by Mr. Fletcher, and all subsequent taxes and all public assessments or charges of whatsoever nature which may after this date become a lien upon said premises are to be paid by Mr. Fletcher. These payments and all payments upon principal and interest are to be paid to you, and by you paid to me, so that you will know definitely when any default shall have occurred.

Your charges in connection with this matter are to be paid by Mr. Fletcher except revenue stamps on deeds as it is at his request that the property is conveyed to you instead of our executing an ordinary contract for sale on installment payments, and our purpose and intent is that this trust arrangement shall be considered the same as a conditional sale contract, and that the performance by Mr. Fletcher of all obligations herein contained is a condition prerequisite to the vesting of any rights in him; and in the event that he fails to perform all said obligations he shall have no right to recover from yourself or from me any payments made by him. It is expressly understood and agreed that time is of the essence of all provisions of this trust, and that any waiver or waivers by the undersigned of any default or defaults upon the part of said purchaser shall not operate to waive any future defaults nor to waive said provision that time is of the essence of this contract and trust, nor estop the undersigned or his successors in interest from setting up said provision that time is of the essence hereof. PROVIDED, however, that said Ed Fletcher's rights under this contract shall not be forfeited because of his failure to make any of said payments of principal or interest, until three days after he shall have been notified by you or me in writing of such default and during such period of three days, shall have failed to make such payments.

It is further stipulated that in the event that said land or any part thereof shall be included within the limits of any irrigation

district now or hereafter to be formed, either with or without the consent of Mr. Fletcher or his successors in interest, the payment of Ten Thousand Dollars (\$10,000.00) due on November 1, 1923, shall be immediately due and payable; and in the event that such payment with interest in full to date is not paid you within thirty (30) days from the happening of such contingency, all rights of the purchaser hereunder shall cease, and you will forthwith reconvey said property to me, the payment of said additional sum of Ten Thousand Dollars (\$10,000.00) as above provided, being expressly agreed upon by the parties as one of the conditions of this contract of sale and trust agreement.

Upon payment of any one or more of said deferred installments of purchase money as above provided, said trustee is authorized and directed at the request of said Ed Fletcher, or his successors in interest, to convey to him, or his successors, sufficient of said land to equal the amounts of such payments computed at valuations as follows: land west of the State Highway at Five Hundred Dollars (\$500.00) per acre, and land East of the State Highway at Four Hundred Dollars (\$400.00) per acre.

These instructions are to be approved and concurred in by Mr. Fletcher, and in the event that he shall not approve same, and pay the said amount of Eight Thousand Dollars (\$8000.00) within four days, you will return to me these instructions and all papers in connection herewith.

Very truly yours,

GEORGE H. JONES
ED FLETCHER

The foregoing instructions are approved and concurred in this 6th day of October, 1922.

ED FLETCHER

The undersigned Southern Title Guaranty Company hereby accepts the conveyance in the foregoing instructions referred to and upon the trusts and conditions therein stated.

Dated October 6th, 1922

SOUTHERN TITLE GUARANTY COMPANY

By L. B. STRAIT

Oct. 6, 1922

Received this day check of Ed Fletcher to me in the amount of \$8000.00

GEORGE H. JONES

SOUTHERN TITLE GUARANTY COMPANY

TOTAL ASSETS OVER \$473,500.00

San Diego, California

Officers

A. P. JOHNSON, JR., President
L. A. WRIGHT, Vice-President
E. E. HUBBELL, Vice-President and Counsel
EDWIN JOHNSON, Vice-President
R. S. REED, Secretary and Treasurer
H. E. CRANE, Asst. Secretary
JOHN T. HON, Asst. Sec'y and Title Officer
HENRY S. GILL, Asst. Title Officer

Directors

H. E. CRANE
EUGENE DANEY
ED. FLETCHER
E. E. HUBBELL
A. P. JOHNSON, JR.
EDWIN JOHNSON
A. N. LORING
R. S. REED
FRANK A. SALMONS
ALBERT SCHOONOVER
PATTERSON SPRIGG
L. A. WRIGHT

May 17, 1923.

650,000
Ed Fletcher,
920 - 8th St.,
San Diego, Calif.


Dear Sir:

We are in receipt of your letter of May 16th, with reference to search No. 3534, covering a portion of Cuyamaca Rancho.

Before we can quote price, it will be necessary to have the valuation of this property. Kindly advise at an early date and we will quote price by return mail.

Thanking you, we are.

Yours very truly,


EDWIN JOHNSON
Vice President.

EJ:LP

DESCRIPTION

All that portion of Lot "E" of the Cuyamaca Rancho as set out in the Decree of Partition of said Rancho, recorded in Book 43 of Deeds, at page 309 et sequitur, in the County Recorder's Office of said County, and particularly described as follows, to-wit:

Beginning at corner No. 6 of said Lot "E"; thence North 89° 25' East 448.8 feet; thence North 21° 12' East 1094.4 feet; thence North 4° 20' East 995.5 feet; thence North 32° 18' West 507.6 feet; thence North 10° 27' West 866.5 feet; thence North 53° 42' West 439 feet; thence North 2° 52' West 141.3 feet; thence North 40° 6' West 536.1 feet; thence North 69° 26' West 193.4 feet; thence North 65° 11' West 671.1 feet; thence South 37° 52' West 309.2 feet; thence North 52° 8' West 640.5 feet; thence North 37° 57' East 1028 feet to the North boundary line of said Lot "E"; thence North 76° West 1676.8 feet to corner No. 3 of said Lot "E"; thence North 66° 50' West 2900 feet to corner No. 4 of said Lot "E"; thence South 4237 feet to corner No. 5 of said Lot "E"; thence South 63° 30' East 5986 feet to point of beginning and also that certain tract of land particularly described as follows, to-wit:

Beginning at corner No. 7 of said Lot "E" of said Cuyamaca Rancho; thence North 0° 22' East 9.39 chains to the most Easterly corner of Stonewall Mine; thence South 46° 37' West 9.09 chains along the Southeasterly boundary of said mine to the most southerly corner thereof; thence North 45° 23' West 19.70 chains along the Southwesterly boundary of said Mine to West line of Section Numbered Three (3) Township Fourteen (14) South, Range Three (3) East, S. B. M.; thence South along said West line 17.34 chains to South line of said Lot "E"; thence North 89° 25' East 20 chains to point of beginning; and also that certain other tract of land particularly described as follows, to-wit:

Beginning on the East line of Lot "E" of said Cuyamaca Rancho, distant North 0° 22' East 9.39 chains from corner No. 7 of said Lot; thence North along said East line 20 chains to South line of Cuyamaca Reservoir Lands; thence South 89 degrees 25' West 20 chains thence South 0° 22' West 1.67 chains to the Northeasterly line of Stonewall Mine; thence Southeasterly along the Northeasterly line of said Mine 28.79 chains to beginning.

San Diego, California,
May 19th, 1923.

RECEIVED from the Cuyamaca Water Company the following papers:

- Certificates of Title -

No. 3534	Southern Title Guaranty Co.	From San Diego Flume Co.	6/2/10
" 11863	" " " "	" Copra De Oro Mining Company	6/13/12
" 19921	" " " "	" La Mesa Development Company	12/2/13
" 25364	" " " "	" W.B. Kuehner	7/16/15
" 26103	" " " "	" Murray & Fletcher	11/4/15
" 44283	" " " "	" H.O. Marcks	6/22/21

- Deeds -

" 27231	Western Investment Co.:	Normal Heights Property	10/12/12
" 27230	" " " "	" " " "	5/6/13
" 31586	La Mesa Development Co.:	El Monte Lands	11/18/13
" 4638	M. C. Healion	: Eucalyptus Property	3/3/17
" ?	M. C. Healion	: In Sec. 13, Twp 16, S. R. 2W	3/17/17
" 5972	Grossmont Park Co.	: Grossmont Lands	3/22/17
" 34394	So. Title Co.	: Copra De Oro Mining Co.	12/7/20
" 33871	Grossmont Park Co.	: In Villa Caro Heights	12/7/21
" 13569	G.H. & Minnie Moyer	: Property in Boulder Creek	4/11/23

- Rights-of-Way -

" 750	Mrs. V. E. Head	: Chocolate Canyon	12/23/10
" 26430	Robert Alford	: " "	9/16/13
" 18980	La Mesa Development Co.:	In Lot 4, Sec. 17, Twp 16 S. R. 1 W. S. B. M.	8/19/14
" 32570	M. C. Healion	: Lands near Murray Dam	11/30/17
" 28969	V. B. Noble	: In Hawley Heights	9/2/22
" 28967	L. C. Tarver	: In Hawley Heights	9/2/22
" 31260	M.H. & H.G. Houghton	: In Hawley Heights	10/6/22
" 33288	Harry Highfield	: Near Hawley Heights	10/7/22
" 10838	C. O. Graves	: Bostonia Ranch	3/26/23
" 14927	Hawley Pipe Line Co.	: In "S" Tract El Cajon	4/30/23
" 16767	El Cajon Vineyards, Inc:	" " "	5/11/23

- Easements -

" 4637	M. C. Healion	: Eucalyptus Property, Lot 4	3/3/17
" 16988	P. S. Thatcher	: In El Cajon	5/14/23

- Partial Release of Mortgage -

" 28968	Gustaf Nelson	: Sec. 20 Twp 16 S. R. 1 W.	9/2/23
---------	---------------	-----------------------------	--------

May 21, 1923.

Southern Title Guaranty Company,
San Diego, California.

Gentlemen:

Enclosed find certificates of title and copies
of deeds as per list attached, under date of May 19th.

We wish all this property in one certificate of
title eliminating the 500 or 600 acres in Lot "E", Cuyamaca
Rancho which we want in a separate certificate, description
of which is enclosed.

The price of \$650.00 for this continuation is
satisfactory.

Before closing the certificate I would like to go
over these matters with you and find out what clouds there
are on the title, if any.

The \$100,000 mortgage is outlawed and we have
credited the account of Mr. Murray with this amount.

Kindly write me a letter letting me know immediately
what is necessary to clear the title, or will you eliminate it
from the title on account of its being outlawed without any
proceedings from the court.

Yours truly,

EF:KLM

Mr. Ed Fletcher:

We acknowledge receipt of certificates of title
and deeds mentioned herein.

SOUTHERN TITLE GUARANTY COMPANY

SOUTHERN TITLE GUARANTY COMPANY

TOTAL ASSETS OVER \$473,500.00

San Diego, California

Officers

A. P. JOHNSON, JR., President
L. A. WRIGHT, Vice-President
E. E. HUBBELL, Vice-President and Counsel
EDWIN JOHNSON, Vice-President
R. S. REED, Secretary and Treasurer
H. E. CRANE, Asst. Secretary
JOHN T. HON, Asst. Sec'y and Title Officer
HENRY S. GILL, Asst. Title Officer

Directors

H. E. CRANE
EUGENE DANBY
ED. FLETCHER
E. E. HUBBELL
A. P. JOHNSON, JR.
EDWIN JOHNSON
A. N. LORING
R. S. REED
FRANK A. SALMONS
ALBERT SCHOONOVER
PATTERSON SPRIGG
L. A. WRIGHT

May 22, 1923.

Mr. Ed. Fletcher,
920 - 8th St.,
San Diego, Calif.

Dear Sir:

As instructed in your letter of May 21st and pur-
suant to a conversation had with Mr. Mathews, we are
herewith submitting prices for certificate work.

Continuing our certificate #3534, \$650.00, with a
liability of \$650,000.00 -

Issuing a separate certificate covering Lots "V",
"W" and "X" of the Cuyamaca Rancho, \$100.00, with a
liability of \$20,000.00 -

Continuing our certificate #11863, \$15.00, with a
liability of \$1000.00 -

Continuing our certificate #19921, \$15.00, with a
liability of \$1000.00 -

Continuing our certificate #25364, \$15.00, with a
liability of \$1000.00 -

Continuing our certificate #26103, \$25.00, with a
liability of \$2000.00 -

Continuing our certificate #44283, \$10.00, with a
liability of \$4000.00, as shown in the present cert-
ificate, making a total of \$830.00.

There will be no saving in continuing these cert-
ificates into one certificate and as suggested to Mr.
Mathews, it will be a great deal more convenient for
you to have them in separate certificates. Although
if you insist upon it we will put them in one.

Ed Fletcher - - - 2.

We have not listed the orders, but will await your instructions, which we trust we will receive at an early date.

Yours very truly,



EDWIN JOHNSON
Vice President.

EJ:LP

P. S. For property covered in above numbered certificates, refer to your letter of May 19th.

May 23, 1923.

Southern Title Guaranty Company,
940 Third Street,
San Diego, Calif.

Attention Mr. Edwin Johnson

Gentlemen:

Answering yours of May 22nd, will say on Certificate #3534, change the liability to \$600,000.

I am not asking for an issuance of a separate certificate covering Lots V, W and X, and this should be included in Certificate #3534, the total liability being \$600,000, and the cost being \$600.

Regarding the continuation of the other certificates, this is satisfactory, and can be done separately.

Yours very truly,

EF:AH

Ed Fletcher Papers

1870-1955

MSS.81

Box: 26 Folder: 15

**General Correspondence - Southern
Title Guaranty Company (then Southern
Title and Trust Company) - 1911 - 1923**



Copyright: UC Regents

Use: This work is available from the UC San Diego Libraries. This digital copy of the work is intended to support research, teaching, and private study.

Constraints: This work is protected by the U.S. Copyright Law (Title 17, U.S.C.). Use of this work beyond that allowed by "fair use" requires written permission of the UC Regents. Permission may be obtained from the UC San Diego Libraries department having custody of the work (<http://libraries.ucsd.edu/collections/mscl/>). Responsibility for obtaining permissions and any use and distribution of this work rests exclusively with the user and not the UC San Diego Libraries.