

SOL PROP

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

SOLANA BEACH CORRESPONDENCE- PROPERTY OWNERS

- Fletcher to FLYNN, JOHN L., 8/24/26
- LICHTENBERGER, H.C.
- Lichtenberger to Fletcher, 7/14 (no year)
- Fletcher to Lichtenberger, 8/24/26
- LIEB, DR. C.W.
- Sexton, T.H. to Lieb, 8/22/50
- Salyers, Charles to Lieb, 8/30/50
- SEWALL, R.J. to Fletcher, 1/22/29
- Fletcher to SHRAY, MRS. A.S., 10/8/29
- Fletcher to SHINDLEDECKER, BERT, 6/6/29
- SIDES, R.H. to Fletcher, 3/13/29
- SKEEHAN, MRS. J.G., 1/21/29
- Fletcher to SLATER, J.E., 5/29/36
- VAIL, E.L.
- Vail to Fletcher, 2/27/29
- Fletcher to Vail, 3/1/28
- Fletcher to VAN NESS, MRS. C.E., 3/14/29
- WAITS, MRS. GEORGE to Fletcher, 12/26/29
- Fletcher to WAKEFIELD, MARGARET, 8/27/29
- Fletcher to WALER, NORMAN E., 10/16/29
- Fletcher to WEISS, IRVING J., 10/8/29
- Fletcher to WHALEY, H.A., 8/14/29

OWNER'S COPY  
**BUILDING PERMIT**  
COUNTY OF SAN DIEGO, STATE OF CALIFORNIA  
Building Department

Phone Franklin 1321, Local 415  
Civic Center  
Room 306

Permission is hereby granted to

PERMIT No. **13710**

Owner **Ed Fletcher Company** District **Solana Beach**

Mailing Address **1020 Ninth Ave., San Diego, Calif.** Date **6/30-** 194 **34**

Contractor **owner** To Construct  To Repair

Mailing Address \_\_\_\_\_ To Add  To Alter  To Move

Workmen's Compensation Insurance \_\_\_\_\_ Warning: This construction may be in violation of Title 14, Chapter 41, You are cautioned to consult with your Local War Production Board Office before commencing the work authorized in this permit.

Type of Construction: Frame  Stucco  Masonry

To Be Used For: Residence  Garage (Attached)  Garage  Store  Barn  Shed

No. of Stories **1** Kind of Foundation **conc. piers** No. of Rooms **4**

Sq. Feet of Floor Space: Residence **500** Attached Garage \_\_\_\_\_

TOTAL ESTIMATED COST (Including Labor) \$ **1750**

Legal Description: **Lots 8 and 20 in Block 14 of Solana Beach**

Located on **State Highway** or Near \_\_\_\_\_

In Zone Yes  No  Front Yard Distance **50** Ft. Rear Yard Distance **25** Ft. Side Yard Distance **5** Ft.

To Be Erected in Accordance with The Provisions of Ordinance No. **70** and Variance Permit Attached Hereto (If Any)

**RECEIPT**

Received from **Ed Fletcher Co.**

**FOR BUILDING PERMIT FEE \$1.00**

Issued by **E. R. CHILDS,**  
County Surveyor and Road Commissioner.  
**C. H. SALYERS,** Chief Building Inspector.

By **M. Kerns** Deputy

All work done by virtue of this permit must be done in conformity with the laws of the County of San Diego, State of California.

Any building or structure erected or in process of erection as herein provided may be inspected at any time by the Chief Building Inspector or his Deputy. Violators shall be fined a sum not exceeding \$50.00 or imprisoned not to exceed 30 days or both.

"SOLSCENIC"

OLD SCENIC ROADWAY AT SOLANA BEACH

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

CARLETON, C.C. to Fletcher, 10/2/29  
CORTELYOU, S.C. to Fletcher, 8/12/29  
Nelson, S.R. to FORWARD, John F. (Pres., Union Insurance Co.),  
8/31/29  
GROSS, Nels to Fletcher, 8/27/29  
Fletcher to HASTINGS, Edgar F., 8/13/29  
Fletcher to LEE, Alice, 9/13/29  
Fletcher to MARSTON, Geo. W., [2 letters] 11/5/29, 11/20/29  
Fletcher to MEEK, Bert, [2 letters] 9/10/29, 9/11/29  
Fletcher to Members, SD BOARD OF SUPERVISORS, [2 letters]  
7/22/29, 8/13/29  
PARK AND BEACHES ASSOC.  
Deering (Exec. Sec'y, P and B Assoc.) to Fletcher, [3  
letters] 8/26/29, 9/6/29, 9/16/29  
Fletcher to Deering, [5 letters] 8/26/29, 8/29/29, 9/10/29,  
9/18/29, 9/20/29  
Fletcher to Directors and Members of P and B Assoc., [2  
letters] 9/7/29, 10/1/29

saved as "SOLBeach"

From the papers of Ed Fletcher, the following letters have been removed to the alphabetized correspondence files:

"SOLANA BEACH: JONES PROPERTY"

Fletcher to FERGUSON, E. T., December 1, 1922  
SHROPSHIRE, W. B. to Fletcher, November 29, 1922  
SINNARD, L. G.:  
Fletcher to Sinnard, October 24, 1922  
Sinnard to Fletcher, November 9, 1922  
TRAENOR, John:  
Fletcher to Traenor, (4 letters) November 27, 1922  
December 1, 1922, December 1, 1922, December 24,  
1922  
Traenor to Fletcher, (2 letters) November 28, 1922,  
December 26, 1922  
Fletcher to VOLK, K. Q., August 15, 1922

170-17  
280-24

Santa Fe Beach

Tracy Shoultz - S. H. Woodruff and Edward White,  
1272 Clinton Pl, Elizabeth, N. J. have all agreed to buy  
\$500 lots in Santa Beach whenever sub-division is opened.

170-17

A G R E E M E N T

AGREEMENT whereby ED FLETCHER of the city of San Diego, State of California sells and JOHN TREANOR of the City of Los Angeles, State of California, and GRIFFITH HENSHAW of the City of San Francisco, State of California each buy an undivided one-fourth (1/4th) interest in the Jones Tract in San Diego County, California, approximately Two Hundred and Eight (208) acres at actual cost, plus the amount said Fletcher has invested in developing the property plus six percent (6%) interest on the investment to date, all as per escrow with the Southern Title Guaranty Company a copy of which is hereto attached, this property being known as "SOLANA BEACH" as per map hereto attached. Terms of payment of principal the same as agreed on between said Fletcher and Jones, ie: Ten Thousand Dollars (\$10,000) which has been paid; Ten Thousand Dollars (\$10,000) to be paid November 1st, 1923; Ten Thousand Dollars (\$10,000) to be paid November 1st, 1924; Ten Thousand and Nine Hundred Dollars (\$10,900) to be paid November 1st, 1925, with six percent (6%) interest on deferred payments. Said Treanor and Henshaw are to pay their share of all actual expenses that may hereafter be paid out in the development of the property until such time as it is ready for sale, such as the completion of the construction of the roads, final surveying and staking of the lots, the sidewalking and curbing of the business center, putting the streets in proper condition, filing of the maps, installation of the water system and putting the land in condition to sell.

It is mutually agreed upon that said Fletcher is to have the exclusive sales agency of said property at prices to be mutually

agreed upon and shall receive as his full compensation a commission of twenty-five percent (25%) of all gross sales, said commission to cover all expenses of advertising, selling and paying of all outside commissions and any expense whatsoever incurred in advertising and selling said property, and said Treanor and Henshaw are to pay no money whatever except their share of the actual cost of the property, the actual cost of putting the property in shape to sell, taxes and a twenty-five percent (25%) commission covering all sales as heretofore referred to. Said Fletcher at his own expense is to keep an accurate account of all receipts and disbursements and his books are to be open to inspection at any time by said Treanor and Henshaw. Said Fletcher further agrees to render a monthly statement to Treanor and Henshaw covering the standing of this syndicate and there is to be a monthly settlement made between all parties in interest.

Said Fletcher is authorized to sell the property at prices marked in red as per map hereto attached and signed by parties hereto, said prices to stand until a change in prices is mutually agreed upon in writing by all parties in interest.

Said Fletcher is given the right to sell ten (10) lots and ten (10) acre tracts at fifty percent off the list price on map hereto attached to anyone who will build within a year.

Terms of payment of all sales to be at least ten percent (10%) of the purchase price down and ten percent (10%) a year until paid with seven percent (7%) interest on deferred payments. A deed to be given when fifty percent of the property is paid for and a first mortgage accepted for the deferred payments.

When the property is paid for and all debts paid off in case any party to this agreement is dissatisfied it is mutually agreed that by giving thirty days' written notice to that effect

the property will be equably divided according to the respective interests. If an agreement cannot be reached the matter of division of the property will be left to arbitration in the usual manner.

Said Fletcher acknowledges receipt of Thirty-five Hundred Dollars (\$3500.00) from each party, Twenty-five Hundred Dollars (\$2500.00) being on account of principal and One Thousand Dollars (\$1,000.00) on account of expenses, a complete settlement to be made on or before the 15th of May, 1923.

Said Treasurer and Henshaw are to put up their share of the expense of installing the pipe line when it comes due.

It is mutually agreed that in the payment of commissions said Fletcher is to have one-half (1/2) of the receipts from the sale of property until his commission is fully satisfied.

Time is the essence of this agreement.

WITNESS our hands this 26th day of December, 1923.

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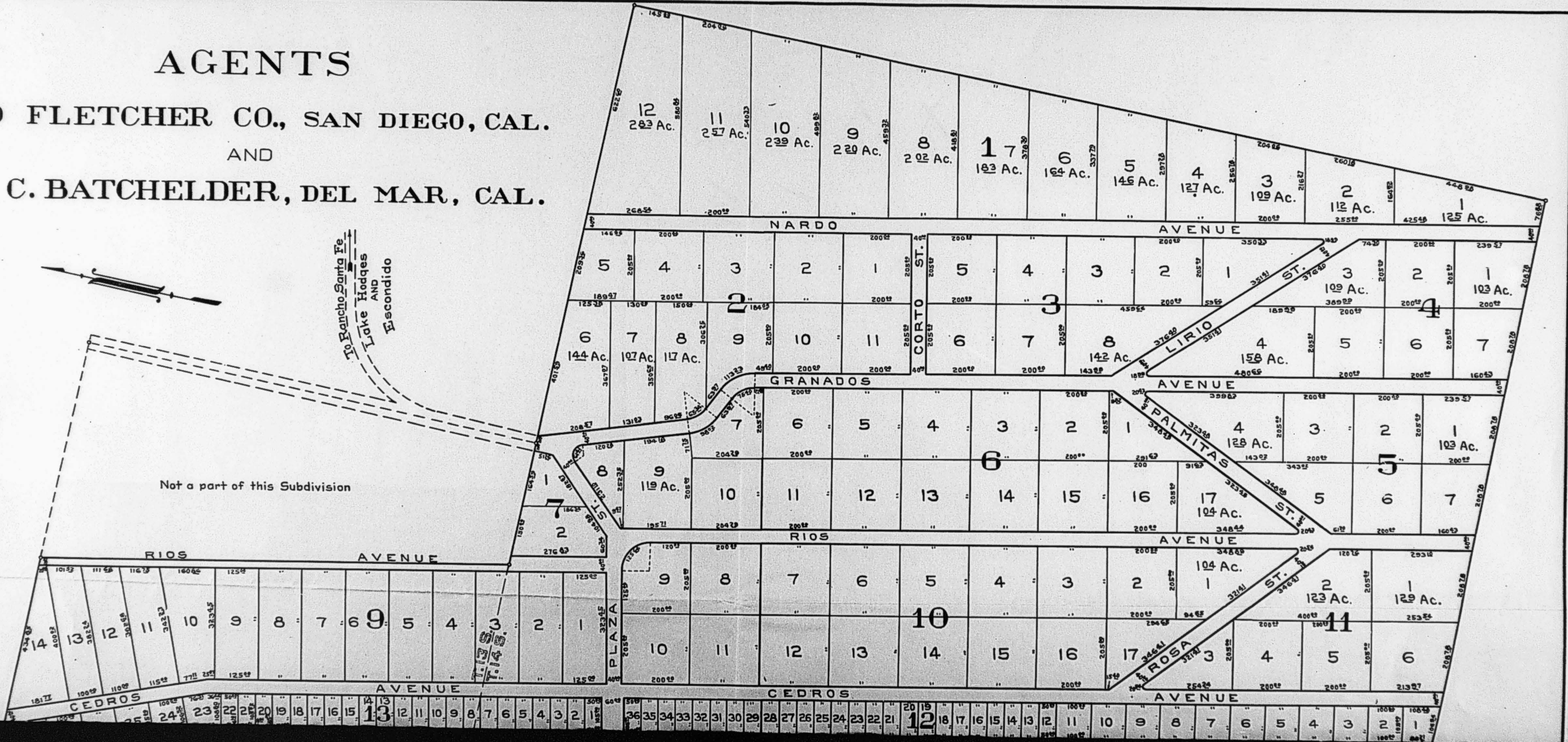
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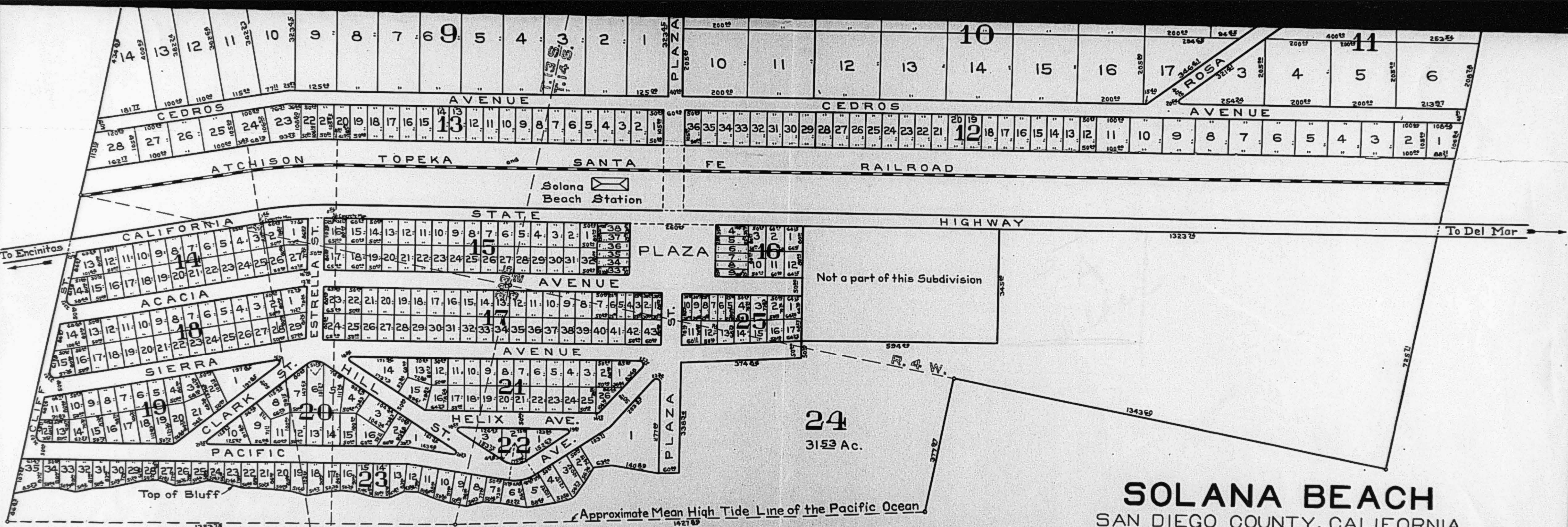
# AGENTS

ED FLETCHER CO., SAN DIEGO, CAL.

AND

E. C. BATCHELDER, DEL MAR, CAL.





PACIFIC OCEAN

**SOLANA BEACH**  
 SAN DIEGO COUNTY, CALIFORNIA  
 For Detail of this Subdivision see Drq. No 1749 Filed in  
 Book No. 38 in the Office of the County Recorder.  
 March 5, 1923 R. Whitmarsh Del.





# AGREEMENT

AGREEMENT between (Miss) P. B. Bonisteel of Flagstaff, Arizona, and Ed Fletcher of San Diego County, California,

W I T N E S S E T H :

Whereby said Bonisteel buys and Ed Fletcher sells Lots One, (1) Two (2), Three (3), Four (4), Five (5), Six (6) and Seven (7), Block Four (4) of Solana Beach Sub-division, San Diego County, California as per map No. 1749 filed in the office of the County Recorder of said San Diego County, California, the purchase price being Seven Thousand Four Hundred Fifty Dollars (\$7450.00), the terms of payment as follows: Eighteen Hundred and sixty-two Dollars and Fifty Cents down, (1862.50) receipt of which is hereby acknowledged, and Eighteen Hundred and Sixty-two and 50/100 Dollars (\$1862.50) on the 15th day of April each year hereafter until purchase price is fully paid, with interest at seven percent (7%), payable quarterly on deferred payments.

When one-half the property is paid for said Bonisteel is to have a deed and execute a mortgage for the deferred payments at her option.

Said Fletcher agrees to furnish a certificate of title showing the property free and clear of encumbrances excepting state and county taxes due and payable in the fall of 1923 and thereafter; also subject to liens of the Santa Fe Irrigation District. Said deed will carry the usual terms and conditions included in all deeds to acre tracts in the Solana Beach Sub-division.

Time is of the essence of this agreement, and if any and all payments are not made as aforesaid this agreement is null and void.

WITNESS our hands this \_\_\_\_\_ day of \_\_\_\_\_, 1923.

\_\_\_\_\_

\_\_\_\_\_

## STATEMENT OF COLONEL FLETCHER

The California Highway Commission in rescinding its former action and abandoning the old right of way north of Solana Beach to the property owners only carried out a definite contract entered into in 1926 when the owners of the property gave a new 80-foot right of way without charge in lieu of the old right of way which they agreed to abandon but through an oversight failed at that time to take the official proceedings as per their agreement.

I have never understood this opposition to closing the old right of way. The old right of way does not give access to the beach, in fact, a survey made by the county of San Diego shows that between the west line of the old right of way and mean high tide through our property for nearly a half mile there is a strip of privately owned land with a minimum of 115 to 137 feet in width in private ownership for which we have a U. S. Government patent, therefore, no question of dedication of beach frontage was involved neither have the Rancho Santa Fe Corporation at this time filed any map subdividing any of its property.

I am in sympathy with the "Save the Beaches" movement as evidenced by the following letter to Mr. Tam Deering.

August 26, 1929

"Mr. Tam Deering  
Parks and Beaches Association  
San Diego, California RE: Preservation of Beaches

My dear Mr. Deering:

I want you to understand that I favor this ordinance

# 2

a and on any future subdivision of lands that I control there will be a dedication in confirmation with the ordinance for preservation of the beaches. You may rest assured that I am heartily in favor of this ordinance."

I have only a small interest in the Rancho Santa Fe Corporation but I am sure those in control at the proper time will do their part in carrying on the good work and as far as my influence is concerned it will be exerted to dedicate as much of the beach property to the public as possible at the proper time.

## THE SCENIC ROADWAY AT SOLANA BEACH

### Legal and Ethical Points By Tam Deering

Private interests seeking the abandonment of the old scenic roadway at Solana Beach base their argument on:

1. Legal Grounds. They point to an agreement with the State Highway Commission in 1926 whereby the former owners of the adjoining property bargained to take the old roadbed in lieu of the right of way for the new location of the state highway.

In answer the County Supervisors declare that : (a) The old roadway was for many years a county roadway, and that when the state ceased to use it for a highway it automatically relinquished it to the county.

(b) The former owners of the adjoining lands waived any rights they may have had in the old roadway.

2. Ethical Grounds. Because their predecessors, the former owners, waived their right in the old roadway does not offset the fact, they say, that the state did get the new right of way, and the consideration was to have been the old roadway.

In answer to this it is pointed out that if it is to be a matter of law, then it should be settled according to the law. If it is to be a case of equity, then the present owners must take into account the whole situation instead of the single transaction.

North of this Solana Beach roadway there are nearly two miles of old scenic roadways running close beside the ocean, partly in the estuaries and partly alongside scenic bluffs. In a similar manner these old roadways were first county roads, then state highways, then county roads again. Perhaps the adjoining owners neglected to bargain with ~~the state~~ the state for the possession of the old roadbed in exchange for the new, and so legally have no better case than the present owners of the lands adjoining the Solana Beach roadway who have lost their legal rights through the failure of the former owners to exercise them; but ethically their rights are quite as good.

To go further , it might be claimed that the owners of beach frontage in this county who had purchased prior to the "Save the Beaches" ordinance might ethically claim exemption from the beach ordinance.

If we consider the Solana Beach matter on ethical grounds then we may find the answer in the words of the city planner, J. C. Nichols, who has attained a world reputation on his achievements at Kansas City, speaking before the University Club on August 25, 1929, he said:

"The public welfare right is far greater than the individual right. If you would build a great city and county the public welfare must reign supreme. Just in proportion as public welfare does receive first consideration in building your city and county so progress will be made."

287  
OFFICE COPY

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RAILROAD COMMISSION  
of the  
STATE OF CALIFORNIA

-----  
FORMAL APPLICATION  
OF  
COUNTY OF SAN DIEGO, CALIFORNIA  
&  
ATCHISON, TOPEKA & SANTA FE RY. CO.

F O R

GRADE CROSSINGS AT MILE POST 241+4527  
SAN DIEGO COUNTY, CALIFORNIA

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OFFICE COPY

FORMAL APPLICATION

Before the Railroad Commission of the State of California.

In the Matter of the Application of San Diego County, California, and the Atchison, Topeka & Santa Fe Railway Company to abolish an existing road crossing, and to establish a new road crossing over the Atchison, Topeka & Santa Fe Railway Co. tracks mile post 241.4527, San Diego County, California.

No. \_\_\_\_\_

A P P L I C A T I O N.

The petition of the County of San Diego, California, and the Atchison, Topeka & Santa Fe Railway Company respectfully shows:

1. That the County of San Diego, California, is a municipal corporation and that the Atchison, Topeka & Santa Fe Railway Company is engaged in the business of operating passenger and freight trains in the State of California. Articles of Incorporation of the Atchison, Topeka & Santa Fe Railway Company have been filed in prior proceedings entitled:

2. That the post office address of the County of San Diego, California, is Court House, San Diego, California; that the post office address of the Atchison, Topeka & Santa Fe Railway Company is

3. That there is hereto attached a map on a scale of 200 feet per inch showing the location of the proposed new grade crossing at mile post 241.4527 which it is desired to establish; also showing property line, location of State Highway, location of proposed streets and present traveled crossing. Also is attached a profile of the proposed crossing.

The proposed crossing is a grade crossing owing to the fact that the topography and nature of the surrounding country and ground does not afford opportunity for an overhead or under grade crossing.

The location of the proposed crossing will afford a clear view to engineers on approaching trains 1200 feet from north and 1000 feet to south; the view for approaching travel by roads and streets will be unobstructed.

All the streets shown on the attached map are being dedicated to the public use.

WHEREFORE, applicants ask that the Railroad Commission of the State of California make its order authorizing its applicants to establish and construct a road grade crossing at mile post 841-4587.

Dated at San Diego, California, this \_\_\_\_\_ day of \_\_\_\_\_ 1928.

BOARD OF SUPERVISORS,  
San Diego County, California.

By \_\_\_\_\_  
CHAIRMAN.

ATTEST:  
J. B. McLean,  
County Clerk.

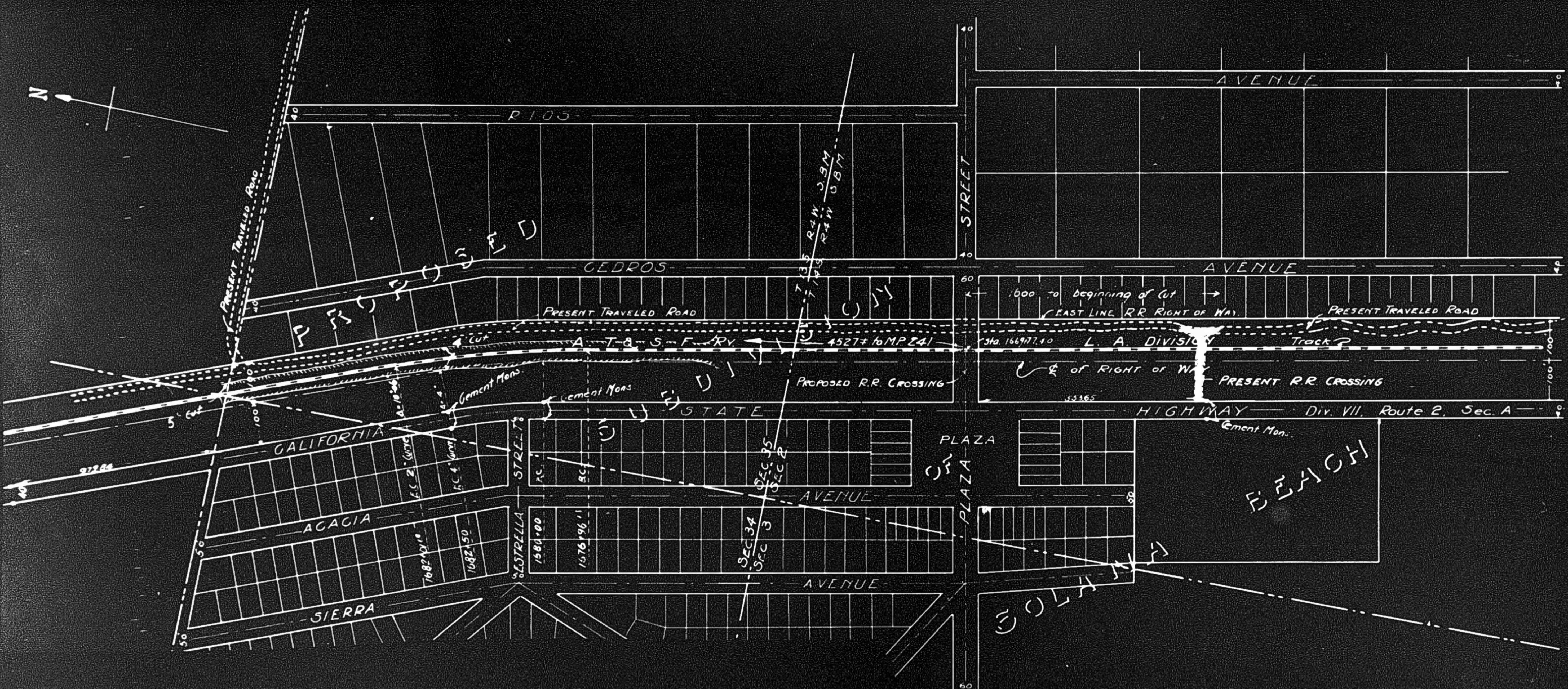
By \_\_\_\_\_  
Deputy.

Dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 1928.

ATCHISON, TOPEKA & SANTA FE RY. CO.

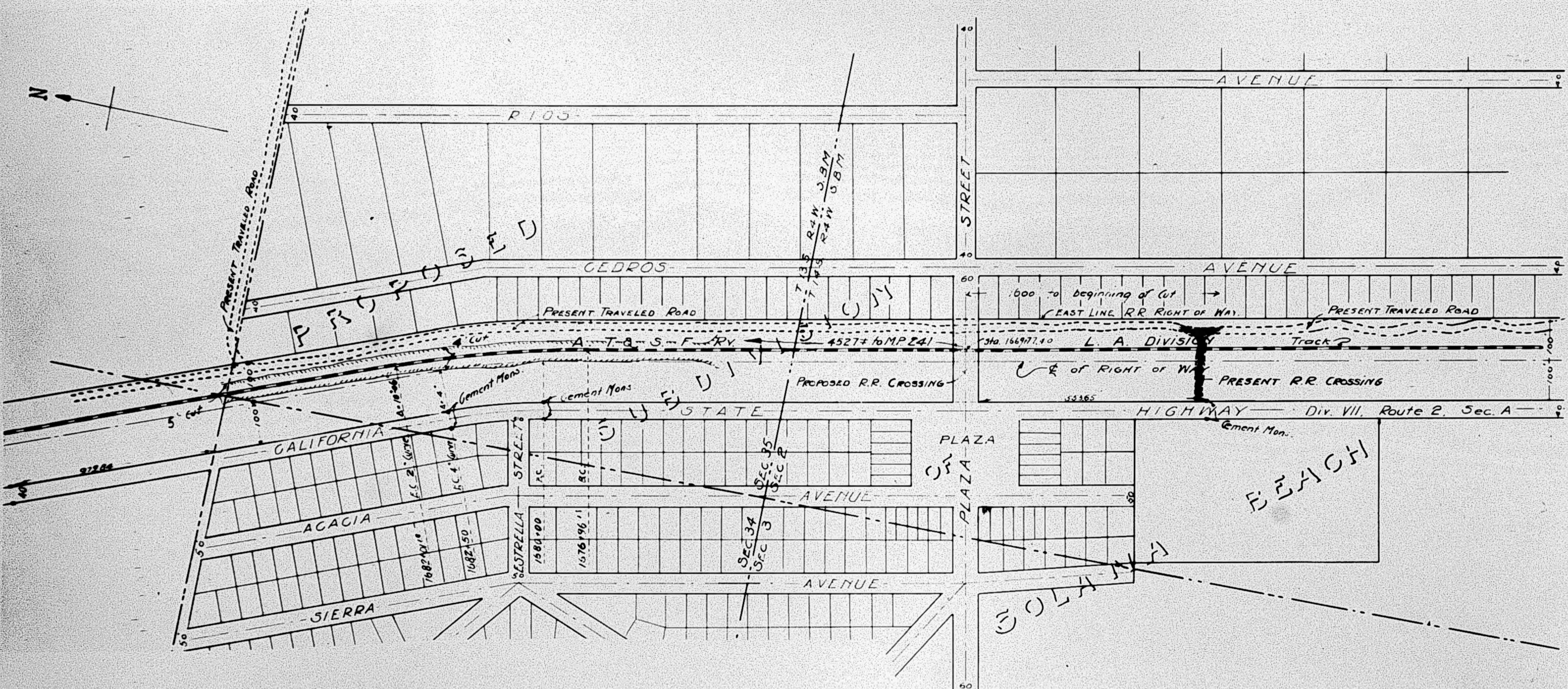
By \_\_\_\_\_  
PRES.

By \_\_\_\_\_  
Sec'y.

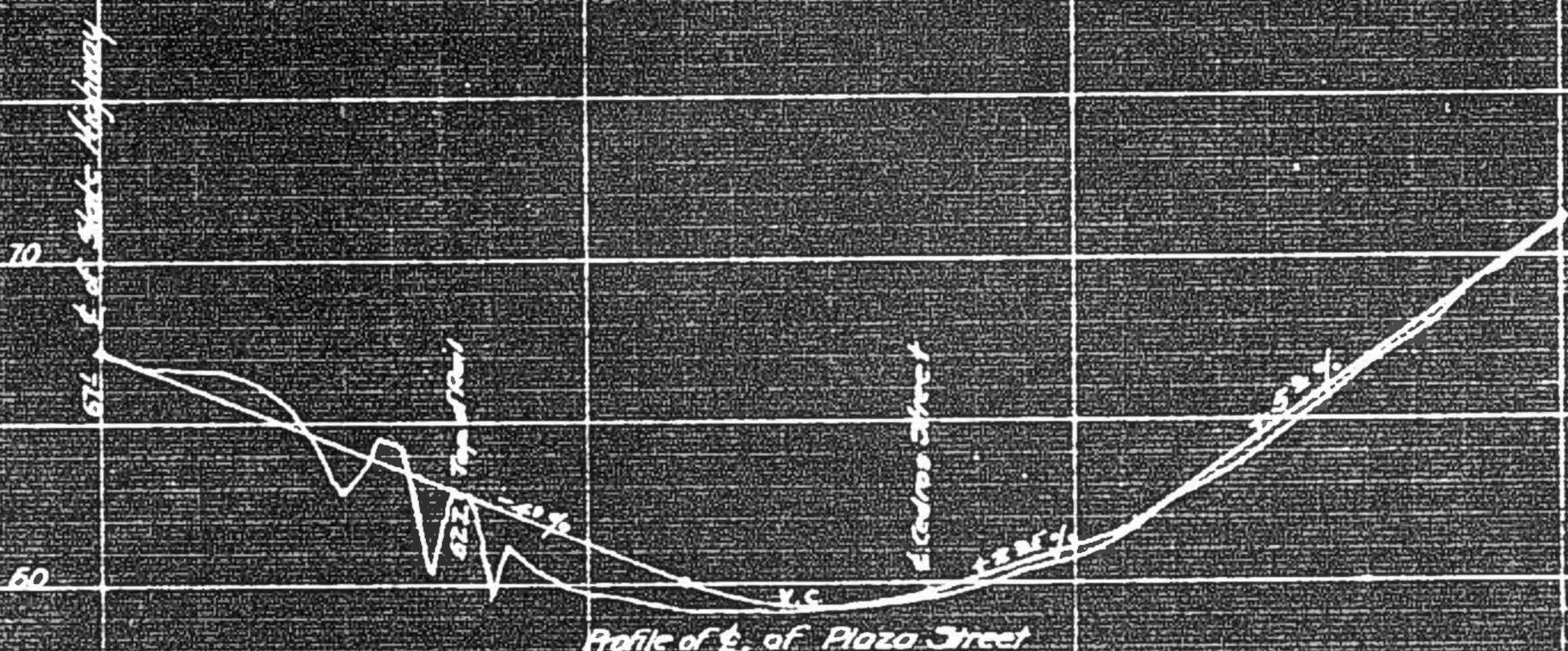


PLAT OF  
**PRESENT & PROPOSED ROAD CROSSING**  
 BETWEEN  
**MILE POST 241 & 242 A.T. & S.F. R.R. Los. A Div.**  
 Scale 1" = 200 Feet.  
 Surveyed by F.C. Witt  
 Drawn by M.B. Shropshire





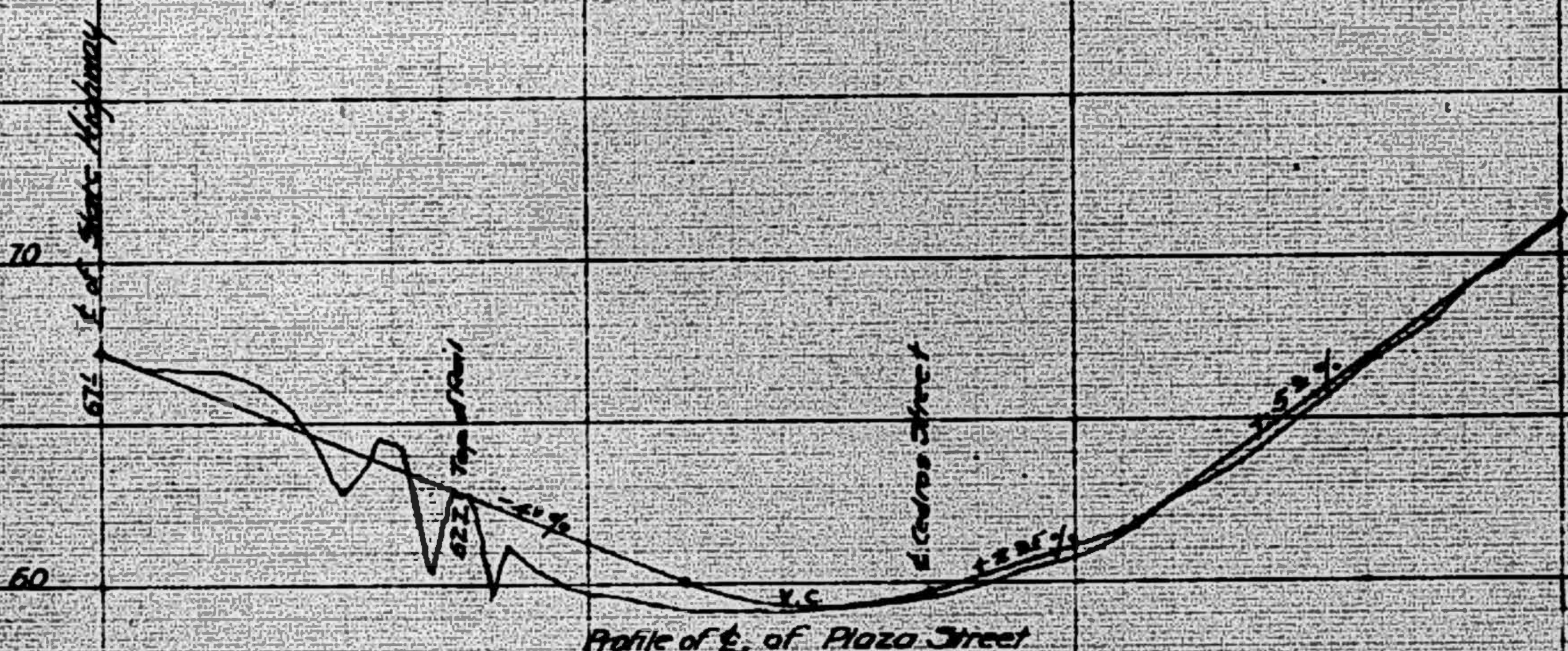
PLAT OF  
**PRESENT & PROPOSED ROAD CROSSING**  
 BETWEEN  
**MILE POST 241 & 242 A.T. & S.F. R.R. LOS. A DIV.**  
 Scale 1" = 200 Feet.  
 Surveyed by F.C. Witt  
 Drawn by W.B. Shropshire



COUNTY OF SAN DIEGO,  
CALIFORNIA.

PROFILE OF  
PROPOSED ROAD CROSSING  
OVER  
AT & SF RR, LOS ANGELES DIV.  
4527 FEET SOUTH OF MILE POST 241

HORIZONTAL SCALE 1" = 80 FT  
VERTICAL " = 6 "



COUNTY OF SAN DIEGO,  
CALIFORNIA.

PROFILE OF  
PROPOSED ROAD CROSSING  
OVER  
AT & S.F. RR, LOS ANGELES DIV.  
4527' FEET SOUTH OF MILE POST 241

HORIZONTAL SCALE 1" = 80 FT  
VERTICAL SCALE 1" = 6'

1 Acre Lot on Bluff - south side of

**SOUTHERN FIDELITY GUARANTEE COMPANY, a corporation**

For and in consideration of ~~THE~~ .....

..... **(10.00)** DOLLARS,

Do hereby grant to **ED FANTON**

All that Real Property situated in

County of **San Diego**, State of California, bounded and described as follows:

**All that portion of Block No. 25 of the subdivision of Solana Beach, a map of which subdivision No. 1745 was filed March 5th, 1925, in the office of the County Recorder of San Diego County, California, and more particularly described as follows:**

**Beginning at a point in the southerly line of Flann Street, said point being distant South 73°21'30" East 125.22 feet from the intersection of said Flann Street and the westerly line of Sierra Avenue as said Flann Street and said Sierra Avenue are shown on said map No. 1745 and running thence South 11°25'30" East 370.00 feet; thence South 73°21'30" East 125.22 feet; thence North 25° 25' West 125.00 feet; thence North 1°45' West 230.00 feet to an intersection with the center line of said Flann Street produced westerly; thence following said center line of Flann Street produced westerly North 73°21'30" East 50 feet to a point in the westerly line of said Flann Street; thence following the said westerly line of Flann Street South 11°25'30" East 30.00 feet to an intersection with the southerly line of said Flann Street; thence following the said southerly line of Flann Street North 73°21'30" East 50.22 feet to the point of beginning.**

To Have and to Hold the above granted and described premises unto the said Grantee, heirs and assigns forever,

Witness hand and seal this \_\_\_\_\_ day of \_\_\_\_\_ 192

Signed and executed in presence of



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

On this \_\_\_\_\_ day of \_\_\_\_\_ Nineteen Hundred and \_\_\_\_\_  
before me, \_\_\_\_\_  
a Notary Public in and for said County and State, residing therein, duly commissioned and sworn,  
personally appeared \_\_\_\_\_

known to me to be the person... described in and whose name... subscribed to... within  
instrument and acknowledged to me that... he... executed the same.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed my Official Seal,  
at my office, in said County of San Diego, State of California, the day and year  
in this certificate first above written.

\_\_\_\_\_  
Notary Public in and for the County of San Diego, State of California

Mail to \_\_\_\_\_

**Grant Allen**

TO \_\_\_\_\_

Dated \_\_\_\_\_

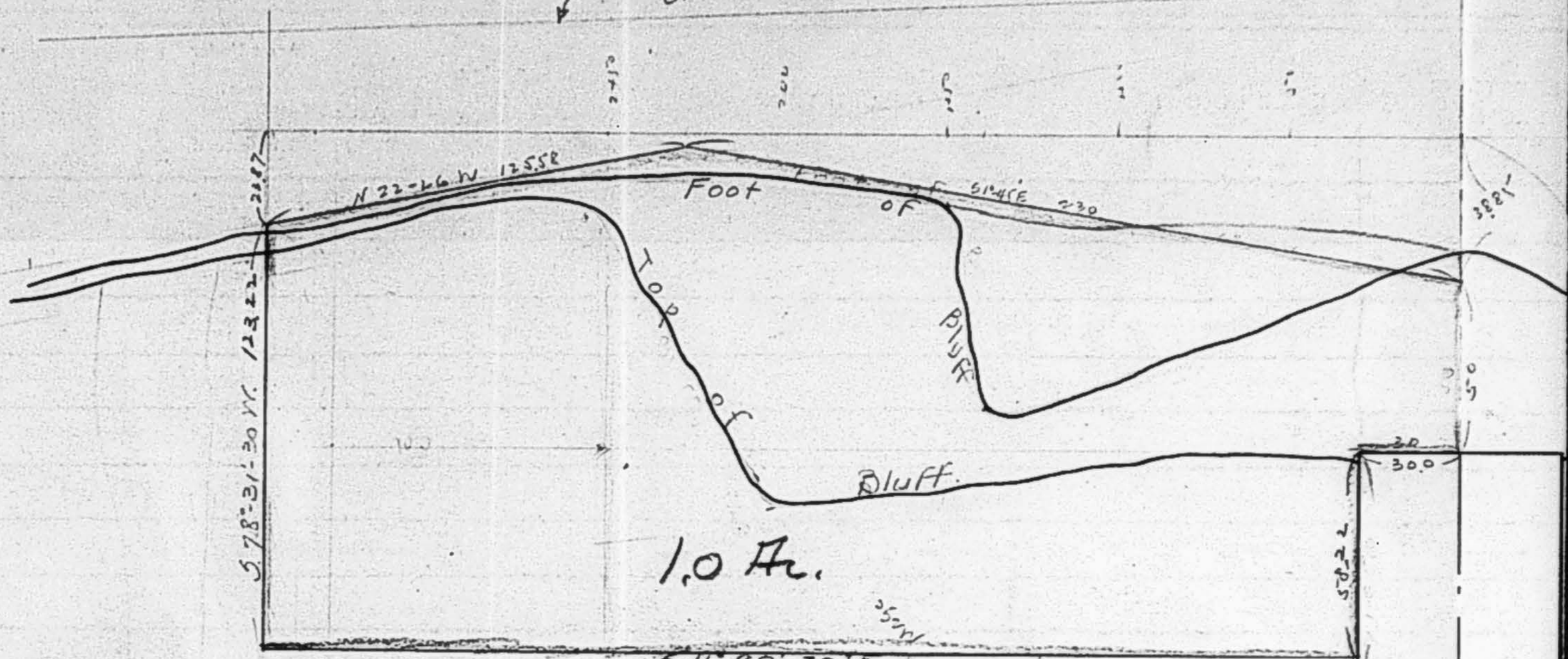
192\_\_\_\_\_

**AREY-JONES COMPANY**  
COMMERCIAL STATIONERS  
938 FOURTH STREET  
SAN DIEGO, CAL.

# Col. Fitchers Area of Solana Beach Cove.

Bearing	Dist	Cos.	Sin	N	S	E	W
N 78-31-30 E	50.0	19894	98001	995		4900	
S 11-28-30 E	30.0	98001	19894		2940	597	
N 78-31-30 E	58.72	19894	98001	1158		5706	
S 11-28-30 E	320.0	98001	19894		31360	6366	
S 78-31-30 W	123.22	19894	98001	2552	2451		12076
N 22-26 W	125.58	9243	38161	11607			4792
N 10-45 W	230.0	99953	03054	92989			702
				36749	36754	17569	17570
				75973	35833	18233	
					25377	12444	
					16609	2391	

Appx. Mean High Tide Line  
of Pacific Ocean



N 22-26 W 125.52

Foot of Bluff

Top of Bluff

Bluff

1.0 A.

S 11-28-30 E

320.0

S 78-31-30 E

280.14

S 78-31-30 W

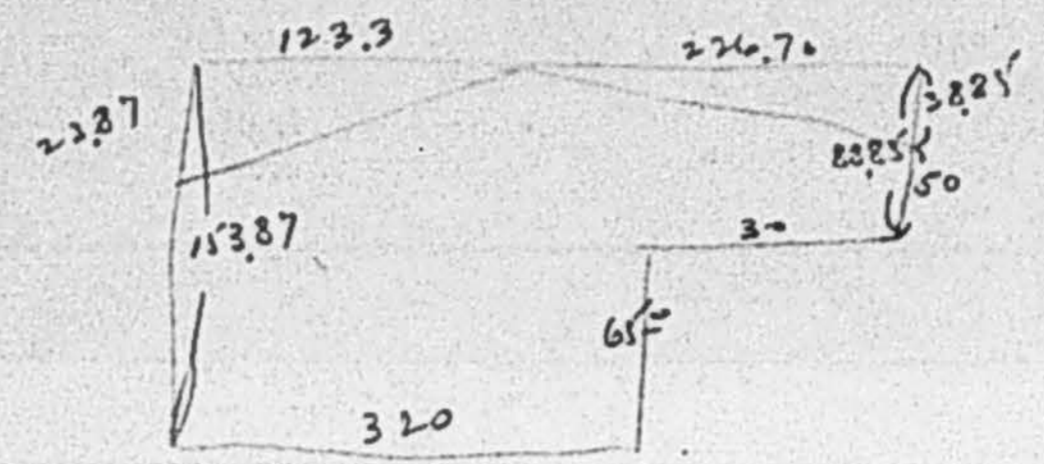
STREET

335  
676  
337

304 226

410

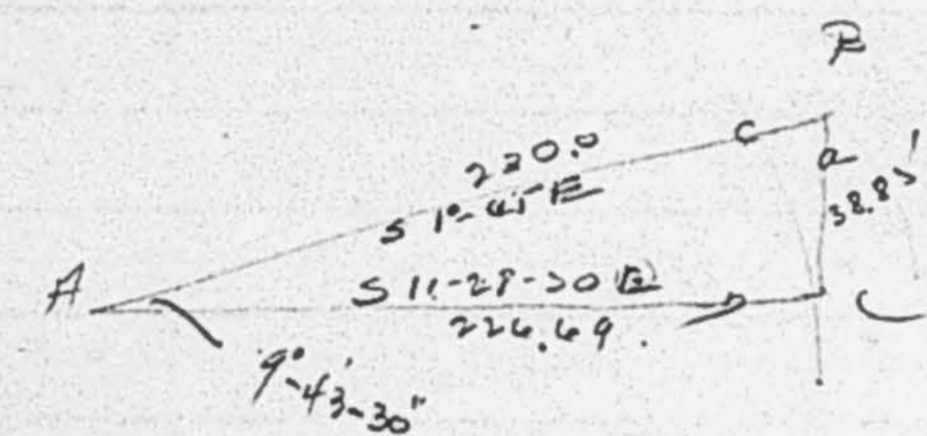
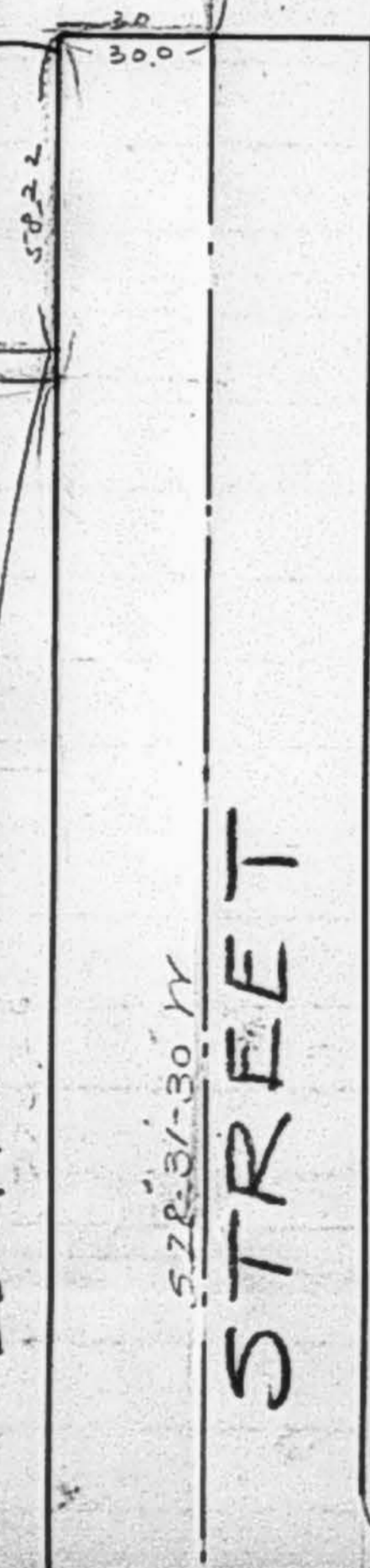
33826  
61  
73.26



136

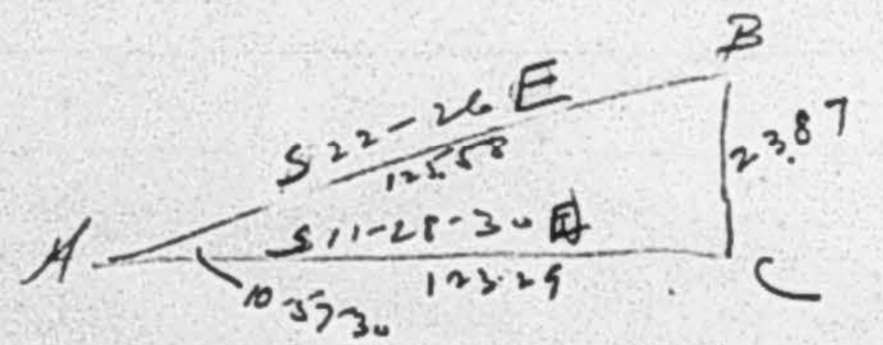
Foot of Bluff

330  
292



1687.8  
1687.8

$a = C \sin A = 220.0 \times .1687 = 38.85$   
 $b = C \cos A = 220.0 \times .9862 = 226.69$



22-26-00  
11-28-30  
10-57-30

1899  
15  
1810

$a = C \sin A = 125.58 \times .19010 = 23.87$   
 $b = C \cos A = 125.58 \times .98176 = 123.29$

Total  $\left\{ \begin{array}{l} 153.87 \times 320 = 49238 \\ 30.0 \times 8885 = 2665 \end{array} \right. = 51903$

Less  $\left\{ \begin{array}{l} 226.7 \times 8885 = 201247 \\ 123.3 \times 1187 = 146387 \end{array} \right. = 347634$

6173



335  
675 507 236  
337

~~11360~~  
6

1 1/2 50' {  
5 Ac = 5676  
10 " = 11362  
5 " = 5681  
1 Ac = 1136

S17-16E 4'  
S24E 2'

SIERRA

280

57  
ST  
PLAZA



57  
ST

PLAZA

PAC

AVE

Total  $\left\{ \begin{array}{l} 153.87 \times 320 = 49238 \\ 30.0 \times 8885 = 2665 \end{array} \right.$  51903

Less  $\left\{ \begin{array}{l} 226.7 \times 8885 = 201140 \\ 122.3 \times 2387 = 29200 \end{array} \right.$  4402  
1471

6173  
45730  
43560  
320 ) 2170 6.78  
1920  
2500  
2560

13.678  
153.22

11.93

25.678  
58.22

N15-00-20 W  
N3-20 W  
N1-45 W  
N

Ed Fletcher F.B. #4 Page 48-49 for Bluff line

1" = 50 feet

**Ed Fletcher Papers**

**1870-1955**

**MSS.81**

**Box: 65 Folder: 3**

**Business Records - Land Companies - Solana Beach -  
Solana Beach Seaside Camp - Solana Beach miscellaneous**



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