

*Spaulding File*

August Twentieth,  
1 9 3 1

Oceanside Mutual Water Company,  
740 So. Broadway,  
Los Angeles, Calif.

Attention Mr. Henry Kressmann, Pres.

My dear Mr. Kressmann:

Representing the Spaulding Estate, I have been negotiating with the City of Oceanside re selling the surplus water rights to the City of Oceanside. We have had several meetings and submitted one plan to them.

They are hard up for money and I suggested to the Spaulding Estate and told your Mr. Hart that it is just possible that we could get the Spaulding Estate to install a ~~large~~ pumping plant developing a large amount of water and furnishing same to the Oceanside Mutual Water Company and the City of Oceanside, under some continuing agreement.

Let me know if the Board of Directors would care to consider the plan of this kind and how much water they would each year under take to take in excess of your present ownership.

I am writing this letter at the suggestion of Mr. Hart and have sent him a copy of this letter.

With kind personal regards,

Very sincerely yours,

EF:ASK

H. KRESSMANN, PRESIDENT  
H. INGRAHAM, VICE-PRESIDENT  
J. E. VOIGTS, VICE-PRES. AND SECRETARY  
WILBERT BURKERT, ASST SECRETARY  
S. D. FRASER, SUPERINTENDENT

## Oceanside Mutual Water Company

(INCORPORATED)  
MAIN OFFICE

8th FLOOR GARLAND BLDG., 740 SOUTH BROADWAY  
LOS ANGELES, CALIFORNIA

PHONE TRInity 3161

BRANCH OFFICE  
CARLSBAD, CALIFORNIA

*Spaulding*

DIRECTORS

H. KRESSMANN  
W. T. HART  
H. INGRAHAM  
L. L. GAGE  
J. E. VOIGTS

August 22, 1931.

Mr. Ed. Fletcher,  
1020 Ninth Ave.,  
San Diego, California.

My dear Mr. Fletcher:

I wish to thank you for your letter of the 20th instant, and note with interest that the Spaulding Estate is considering the development of a large amount of water, with the idea of furnishing same to the Oceanside Mutual Water Company and the City of Oceanside, under some arrangement to be agreed upon.

I am satisfied that the Board of Directors of the Oceanside Mutual Water Company would be glad to consider this plan, and in order to find out just how much water we could consider purchasing, and as to the time of delivery, I am taking this matter up with our Engineer, Mr. S. D. Fraser, at Carlsbad, and as soon as I have this information will communicate with you again.

*out*

I am not quite sure whether or not you are familiar with the fact that about two years ago the Oceanside Mutual Water Company was in negotiation with the Spaulding Estate through Mr. Lovett, their Attorney, with the idea of purchasing 100 California Miner's Inches, the price having been agreed upon, but for some reason or other the deal did not go through, and I am under the impression that the reason for not completing the deal with the Oceanside Mutual Water Company was very likely occasioned by the desire of the Spaulding Estate to sell their entire holdings instead of dividing their interests.

I am satisfied the Spaulding people have more water than will ever be required for their own needs, and therefore believe it to be advantageous to them if they would be willing to sell 100 California Miner's Inches to the Oceanside Mutual Water Company, at this time. Not only from the standpoint of receiving the money but, naturally, the development of Carlsbad will increase the holdings of the Spaulding Estate properties.

On the other hand, if they do not care to sell 100 California Miner's Inches outright, we would be very glad to consider an arrangement whereby the Oceanside Mutual Water Company could purchase from the Spaulding



Ed. Fletcher

- TWO -

August 22, 1931.

Estate water being developed by the Spaulding Estate or, if agreeable to them the Oceanside Mutual Water Company possibly could be permitted to pump additional water in excess of their present 200 California Miner's Inches and for such excess amount pay to the Spaulding Estate a royalty.

I would be very glad to their talk this matter over with you the next time you happen to be in Los Angeles, or if you will refer this matter to Mr. Lovett I will be glad to negotiate with him on any of the propositions referred to above.

I knew for some time that you were trying to sell the Spaulding Estate properties to the City of Oceanside but understood that this proposition covered their property as one unit, and therefore did not think that there might be a possibility of purchasing water from them along the lines as expressed in your letter.

Trusting to hear from you regarding this matter, I am,

Very truly yours,

OCEANSIDE MUTUAL WATER COMPANY

BY

*H. Kressmann*  
President.

HK/MD

H. KRESSMANN, PRESIDENT  
H. INGRAHAM, VICE-PRESIDENT  
J. E. VOIGTS, VICE-PRES. AND SECRETARY  
WILBERT BURKERT, ASS'T SECRETARY  
S. D. FRASER, SUPERINTENDENT

Oceanside Mutual Water Company

(INCORPORATED)

MAIN OFFICE

8th FLOOR GARLAND BLDG., 740 SOUTH BROADWAY  
LOS ANGELES, CALIFORNIA

PHONE TRINITY 3161

BRANCH OFFICE  
CARLSBAD, CALIFORNIA

DIRECTORS

H. KRESSMANN  
W. T. HART  
H. INGRAHAM  
L. L. GAGE  
J. E. VOIGTS

September 16, 1931.

Colonel Ed Fletcher,  
1020 9th Street,  
San Diego, California.

Dear Colonel Fletcher:

In reference to our conference today regarding additional water for the Oceanside Mutual Water Company, I am enclosing you, herewith, two copies of letters, one dated April 14, 1928 from Mr. Wm. W. Lovett, Jr. to the Oceanside Mutual Water Company, and one dated May 25, 1928 from the Oceanside Mutual Water Company to Mr. Lovett, which are self-explanatory.

In particular since the price of \$25,000 for 100 California Miner's Inches was in question, you will note from Mr. Lovett's letter that the 100 Inches were to be sold to the Oceanside Mutual Water Company at the rate of \$250 per Inch. However, it seemed that I had overlooked one part in connection with the negotiation which was for the 250 Acres of land that were to be purchased by the Oceanside Mutual Water Company, and the price tentatively agreed upon at that time was between \$25 and \$40 per Acre. However, this figure taken on an average of \$30 would have only amounted to about \$7,000.00.

I was under the impression, without having these letters at my disposal at the time I talked to you, that the 250 Acres were to be deeded to us in lieu of our relinquishing the balance of the acreage which is now reserved for the Oceanside Mutual Water Company for establishing pumps. Of course, this proposition does not enter into our present negotiations with you but in order to clear the doubt in your mind pertaining to these matters I thought it best to send you copies of these letters which are self-explanatory.

I do not believe that it would be good policy to take this matter up with Mr. Lovett any further, as he may be greatly embarrassed and therefore ask you to please keep these letters in your files.

Trusting to soon hear from you along the lines as you discussed with us this afternoon, in proposing a sale of water to the Oceanside Mutual Water Company under a perpetual agreement, the right to extract 100 California Miner's Inches, charging us therefor at the rate of 0.1¢ per hundred cubic feet, with a minimum annual payment to be decided upon by yourself and subject to our relinquishing certain territory over and above 250 Acres of land from which we shall have the right to pump the



CYRFBWV CYTICUMV  
SHYKCH CALICE

SHYKCH CALICE  
CYRFBWV CYTICUMV

0  
0

Col.Ed.Fletcher

- TWO -

Sept.16,1931.

300 California Miner's Inches and in consideration of any other claims which the South Coast Land Company or others may have.

As soon as we have your proposition we will call a special meeting of the Board of Directors of the Oceanside Mutual Water Company for due consideration and decision.

With best personal regards, I remain,

Very truly yours,

HK/MD  
Encl.

OCEANSIDE MUTUAL WATER COMPANY

BY H. Kressman



COPY

May 25, 1928.

Messrs. Lovett, Hervey & Scott,  
530 W. Sixth Street,  
Los Angeles, Cal.

ATTENTION MR. Wm. W. LOVETT, JR:

Dear Mr. Lovett:

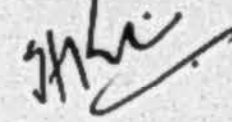
I hereby wish to confirm my recent interview with you relative to the purchase of water right for 100 California miner's inches daily and approximately 250 acres of land by the Oceanside Mutual Water Company from Mrs. Spalding, whom you are representing.

The price for the 100 California miner's inches water right would be \$25,000 and the land, comprising about 250 acres, would range from \$20 to \$40 per acre, depending on its classification. The purchase price, as per agreement, is to be one-third down in cash and the balance in annual payments over a period of four years, bearing interest at the rate of 7%, payable quarterly.

I understand that you are preparing the draft of the papers necessary for this transaction and will submit them to us for our perusal. In the meantime, in order to give you the assurance of our intentions to carry out the purchase of the water right and the land, we are enclosing you herewith our check for \$500 as a deposit. I would appreciate very much if you would send us the proper receipt and confirm to us the sale of the water right of 100 California miner's inches daily and the approximate 250 acres of land.

Yours very truly,

OCEANSIDE MUTUAL WATER COMPANY

By: 

HK:D  
Encl.

BF  
9-16-31

COPY

LOVETT, HERVEY & SCOTT  
Attorneys at Law  
910 Security Title Insurance Bldg.,  
530 West Sixth Street  
Los Angeles

April 14th, 1928.

Oceanside Mutual Water Company,  
812 Garland Building,  
740 South Broadway,  
Los Angeles, California.

Attention Mr. Holmes

Gentlemen:

At your request, I am setting forth the terms of a transaction which my client Mrs. Spalding is willing to make in connection with property which will stand in her name within the next few days, the same being the property from which you are now pumping two hundred miner's inches of water from the San Luis Rey Valley near Oceanside. This transaction is, in its inception, a sale of water. It was proposed, originally, that we license you to take one hundred inches of water at \$250.00 an inch. At your request, we are now including in this transaction one hundred and fifty or two hundred acres of land from which this water can be produced, and which you desire for legal reasons. Mrs. Spalding will issue a grant deed, subject to conditions, restrictions, reservations and rights of way of record, to your present pumping site and also to one hundred fifty or two hundred acres of land lying in the river bottom, which can be selected and approved by both parties, reserving to her all water and water rights in, under or upon said tracts in excess of your present two hundred inches and an additional one hundred inches. We will charge for the additional one hundred inches of water the sum of \$250.00 an inch, as heretofore tentatively agreed upon, and appraised value of the land which varies from \$25.00 to \$40.00 per acre. However, as a part of the consideration for this deed, we will request from you, or such persons as may appear to have title, a quit-claim deed to the balance of the property from which you are now pumping water for the purpose of releasing us from your present easement, which permits you to move your pumping plant in case of necessity from place to place over a portion of the property.

You have intimated that you would want terms of some sort on the purchase and I believe that an agreement can be reached in this connection upon the basis of a substantial cash payment and a trust deed for the balance.

Two other matters must be taken care of in the deed given to you. First, we are, as you know, negotiating with the City of Oceanside for the sale to them of a reservoir site. They have been asking in addition to the site, a right of way for pipe lines over our property from their present pumping plant to the reservoir. This would probably traverse the property which we propose selling you, and we would expect that you take subject to such a right of way.



WWL-DMWCo. 4-14-28 #2

Second, there is an agricultural lease which may cover a portion of the property purchased by you to which you would have to take subject.

Trusting that this will be satisfactory for your present purposes and assuring you that we will be in a position to go into escrow on this matter within a very few days.

Very truly yours,

(Signed) WM. W. LOVETT, JR.

WWL-R

BF  
9-16-31



*Paulsen*

November Nineteenth  
1 9 3 1

Mr. H. W. Kressman, Pres.,  
Oceanside Mutual Water Company  
740 So. Broadway  
Los Angeles, California

Dear Mr. Kressman:

Confirming our telephone conversation of  
yesterday enclosed find copy of letter that is explanatory.

My personal advice to you as a friend is to  
accept this proposition subject to the terms and conditions  
of the contract being mutually satisfactory and approved  
by your attorney and specify that no land is to be purchased.

It dissolves itself into two things - \$3500  
minimum for first five years, \$5000 for the next five and  
\$5000 a year thereafter on a 99 year lease and  $1\frac{1}{2}$ ¢ a  
hundred cubic feet for the water.

Nail Mr. Lovett down to these three things.

By the way, what about the selling of the  
property in front of Del Mar? Take it up with Mr.  
Hart the next time he comes up.

Yours very truly,

EF:ASK

March First  
1 9 3 2

*Paulsen*

Mr. H. Kressman  
640 So. Broadway  
Los Angeles, California

Dear Mr. Kressman:

Enclosed find copy of letter I have  
received under date of February 29th from Mr. Lovett for  
your information.

I have wired Mr. Lovett as per copy of  
telegram herewith enclosed, asking for a conference, Friday  
or Saturday. Will let you know what his answer is.

Yours very truly,

EF:ASK



*Paulding*

March Sixteenth  
1 9 3 2

Mr. H. Kressman  
740 So. Broadway  
Los Angeles, California

My dear Mr. Kressman:

The enclosed copy of letter is explanatory and I  
will telephone you what date it is.

Yours very truly,

EF:ASK

H. KRESSMANN, PRESIDENT  
H. INGRAHAM, VICE-PRESIDENT  
J. E. VOIGTS, VICE-PRES. AND SECRETARY  
WILBERT BURKERT, ASST. SECRETARY  
S. D. FRASER, SUPERINTENDENT

# Oceanside Mutual Water Company

(INCORPORATED)  
MAIN OFFICE  
8th FLOOR GARLAND BLDG., 740 SOUTH BROADWAY  
LOS ANGELES, CALIFORNIA

BRANCH OFFICE  
CARLSBAD, CALIFORNIA

PHONE TRUNK 3161

DIRECTORS  
H. KRESSMANN  
W. T. HART  
H. INGRAHAM  
L. L. GAGE  
J. E. VOIGTS

March 17th, 1932.

*Paulding*

Col. Ed Fletcher,  
1020 Ninth Avenue,  
San Diego, Cal.

Dear Colonel:

Your favor of March 16th, with copy of letter to the  
Mayor and Council of Oceanside, came duly to hand and contents  
were carefully noted.

The reason I did not call you last Tuesday afternoon  
after the Directors' meeting of the Oceanside Mutual Water Company,  
was due to the fact that Mr. Hart figured on being in San Diego  
on Wednesday, March 16th, and was going to see you regarding this  
matter. Our Board of Directors is quite willing to have a meeting  
with the City of Oceanside officials in connection with water affairs  
for a general discussion and Mr. Hart was going to tell you this  
personally.

I noted in your letter to the Mayor of Oceanside that you  
did not include that their attorney as well as the attorney of our  
water company should be present, which was your idea at the time  
I talked with you at Mr. Lovett's office. I believe it is quite  
essential to have the attorneys present if they are available for that  
particular meeting and it might be well if you ask the Mayor whether  
or not he could arrange to have their lawyer present as well.

However, before we go into a meeting with them and as  
outlined to you at the time, I deem it advisable for you and the  
Directors of the Oceanside Mutual Water Company to meet beforehand  
in order to discuss the situation which is to be taken up with them,  
so we are fully familiar with the ideas that you may have in mind  
and not create an embarrassing situation for any one of us.

Yours very truly,

*H. Kressman*

HK:D.



*Answering*

March 18, 1932

Mr. H. Kressman,  
740 South Broadway,  
Los Angeles, California.

Friend Kressman:-

Answering yours of the 17th, It did entirely overlook the attorneys and have wired the mayor of Oceanside today to that effect. Please see that you have your attorney, as well, and we should meet for an hour or two and talk matters over before going into the meeting with the city of Oceanside. I have asked for a two o'clock meeting.

Why can't the Oceanside Mutual Water Company directors have lunch at Carlsbad with me?

Thanks very much for checking me up in this matter.

Yours very truly,

EF/RC

H. KRESSMANN, PRESIDENT  
H. INGRAHAM, VICE-PRESIDENT  
J. E. VOIGTS, VICE-PRES. AND SECRETARY  
WILBERT BURKERT, ASS'T SECRETARY  
S. D. FRASER, SUPERINTENDENT

*Answering*

## Oceanside Mutual Water Company

(INCORPORATED)

MAIN OFFICE

8th FLOOR GARLAND BLDG., 740 SOUTH BROADWAY  
LOS ANGELES, CALIFORNIA

PHONE TRINITY 3161

BRANCH OFFICE  
CARLSBAD, CALIFORNIA

DIRECTORS

H. KRESSMANN  
W. T. HART  
H. INGRAHAM  
L. L. GAGE  
J. E. VOIGTS

April 21st, 1932.

Mr. Ed Fletcher,  
1020 Ninth Avenue,  
San Diego, Cal.

Dear Mr. Fletcher:

Your favor of April 18th, came duly to hand and contents were carefully noted. Whenever you are ready for a meeting either with Mr. Hyatt or with the city officials of Oceanside and you want any of our people from the Oceanside Mutual Water Company present, we will be only too glad to make the necessary arrangement for such a meeting. Apparently you expect Mr. Hyatt to be at Oceanside on April 29th, and expect Mr. Hart and Mr. Lovett to be there when you meet Mr. Hyatt. However, you did not say whether it will be in the morning or in the afternoon and therefore if you figure on holding a meeting with him I will be glad to know just what definite arrangements you will make in connection for such a meeting.

I also noted what you said in regard to the Ellery well which the City of San Diego drilled recently and which as you say shows up as a splendid well. However, your contention that the Oceanside Mutual Water Company's water supply is jeopardized by the city's Ellery well, while this is true at the same time all other wells are jeopardized likewise, because it does not make any difference where a new well is bored in the San Luis Rey basin, it will affect all other wells in the basin whether  $\frac{1}{2}$  mile from such well or  $\frac{3}{4}$  mile or  $1\frac{1}{2}$  miles distant, because any additional well that is being drilled in the basin and pumps water out of the basin will naturally draw down the water table in the entire basin. Therefore it is not so much the nearness of such a well to old wells located there, but my contention is that any new well in the basin has the same effect on all of the wells now being pumped. Since the Oceanside Mutual Water Company is only an appropriator in the San Luis Rey basin, I do not believe that the protest of the Oceanside Mutual Water Company would be as effective as a protest of the Canfield people, who are the riparian owners of lands in the San Luis Rey basin.

While the city may have a right to pump water from the Ellery lands I feel that the right is limited to the amount of water which the Ellery piece is entitled to, but under no circumstances would they be permitted to take such waters out of the water shed or use the water on other lands and this is a matter which the Canfield people should watch very closely, because they are the ones that have the riparian rights to a large tract of land in the basin and also have water rights on a good many other parcels. The Oceanside Mutual Water Company could not protest against the City of Oceanside as long as there would be no damage or shortage of water to the Oceanside Mutual Water Company's pumping rights, but it is a different situation with the Canfield estate properties since they are the riparian owners and have more or less control over the actions of the city or any other water user who may be taking water out of the basin into a different water shed.



Mr. Ed Fletcher - #2.

4/21/32.

All of these points naturally can be discussed at a meeting and no doubt Mr. Hyatt, State Engineer, can with authority quote the water law to the officials of the City of Oceanside and and it may have quite a bearing on their future action regarding taking waters from the Ellery piece or from the Maxey piece.

Yours very truly,

*H. Kressman*

HK:D.



**Ed Fletcher Papers**

**1870-1955**

**MSS.81**

**Box: 15 Folder: 19**

**General Correspondence - Kressman, A.**



**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.