

March 19, 1914.

Supreme Justice F. W. Henshaw,
San Francisco, Calif.

My dear Judge:

Yours of March 16th at hand.

DELIGHTFUL! It was and enjoyed. I see now I overlooked my hand and have been kicking myself ever since that I had a man with me who was enraptured with Grossmont and I was foolish enough to let slip by an opportunity to sell a lot. I will get you next time.

Well, that Warners Ranch idea of yours is bearing fruit. For \$500 we can pipe the hot water down to a little valley where the Indians can be all by themselves. We will have the biggest fiesta ever seen in Southern California this summer; it is the talk of the county already. I expect to have four or five hundred Indians there. The Fiesta will last a week and I expect ten thousand people to go to the Springs during Fiesta time. Am framing up the dope and certainly have a chance to "spread-eagle" our imagination and get practical results as well.

I hope you got that set of pictures that I sent you; don't let W. G. steal them. Have suggested to W. G. a way for a bunch of money to be made over in Imperial Valley during the construction of the Brawley Road; do not fail to take the matter up with him.

With kind personal regards, and always at
your command,
Sincerely your friend,
F-K

March 21, 1914

Supreme Justice F. W. Henshaw,
San Francisco, Calif.

My dear Judge:

Thanks for your telegram of March 20th; I secured all the information I desired. Kindly explain to your brother Wm. G. how we got mixed up, the trouble is our City Charter does not provide that limitation or bonded indebtedness shall not apply where bonds are to acquire self-supporting utilities.

With kind regards,

Very truly yours,

FK

SAN FRANCISCO, CAL. Mar. 21, 1914.

Col. Ed Fletcher,
920 8th St.
San Diego, Cal.

My dear Ed:

I knew that in the "host of peerless things" for which I had to thank you some would be omitted in the list.

The photographs were one of the omitted things. They reached me duly through Will. I took them home and have been giving illustrated lectures until the family has called a halt.

I am glad you think that the Warner Ranch idea will work out so well. It certainly wont do a Digger Indian any harm to give him a bath, and if it does the ranch some good so much the better.

I note what you say of the prospects for profit in Imperial Valley, and will talk it over with Will today. It is not at all unlikely that I will see you with him in San Diego by the middle of next week.

Always most cordially yours,

F. W. Henshaw

December 28th,
1914

Justice F. W. Henshaw,
Wells Fargo Bldg.,
San Francisco, Cal.

My dear Judge:-

I am in receipt of yours of December 24th and contents noted. Mr. Keller and Mr. Kerckhoff know that the Fletcher-Salmons property was deeded to Culver. The fact is that Mr. Keller's office sent me the Culver deed for the Fletcher-Salmons signature. I refused to sign it until Mr. Keller agreed to see that Culver transferred the water rights to Mr. Henshaw that Mr. Henshaw was entitled to.

Keller & Kerckhoff are sidestepping the proposition right now. The buck is absolutely up to them and the sooner you file suit, in my opinion, both against the Pacific Light & Power Company and the South Coast Land Co. and the Canfield estate, the better it will be for all parties in interest. They talk about being willing to do this and that but they do not do it. The Canfield estate are fully aware that the water rights which should have gone to Mr. Henshaw stand in their name and they are perfectly willing to give these water rights up to Mr. Henshaw when the South Coast Land Co. do certain other things which the Canfield estate are going to make them do and until that is done, the Canfield estate refuse to budge.

It is true the Fletcher-Salmons Investment Co. deeded to Culver, Culver deeded to the South Coast Land Co. and the South Coast Land Co. deeded to C. A. Canfield. Now listen to this, Keller either has an option on it or owns an undivided one-fourth interest today in the holdings of C. A. Canfield in the San Luis Rey Valley and that means that Mr. H. W. Keller owns an undivided one-fourth interest or has an option on the riparian rights of the Hubbert tract which should have been conveyed to Culver and by Culver deeded to Smith. The trouble is that the conveyance that Fletcher-Salmons Investment Co. made to Culver was recorded some time after Culver had deeded to Smith.

Please also remember that while these riparian rights were in the name of Fletcher-Salmons Investment Co., it was really Pacific Light & Power Co. money or Culver money that paid for these rights years ago the same as all the other rights that Culver deeded to Smith. Therefore, I think it is only a matter of going into Court and showing this feature in order to get a legal transfer. To follow through the Hubbert riparian rights to a conclusion, the following is what was done.

Justice F. W. Henshaw, #2.

Hubbert deeded to Fletcher-Salmons Investment Co., Fletcher-Salmons Investment Co. to Culver after Culver had already deeded to Smith both Warners Ranch and rights of diversion, Culver then deeded to the South Coast Land Co., and the South Coast Land Co. to Canfield. You see the Fletcher-Salmons Investment Co. did not buy the Hubbert property. It simply bought the riparian rights for \$800.

I will forward you copy of deed Fletcher-Salmons Investment Co. to Culver, Culver's deed to the South Coast Land Co. and the South Coast Land Co. deed to Canfield.

Wishing you a Happy New Year,

Very sincerely yours,

FF-BK

Enclos.

F. W. HENSHAW

CABLE ADDRESS
"HILBERT NEW YORK"

The VANDERBILT Hotel

TELEPHONE
VANDERBILT 7100

Thirty Fourth Street EAST at Park Avenue

New York

February 8th, 1918.

Col. Ed. Fletcher,
San Diego, Cal.

My dear Colonel:

A delayed train brought me to New York 12 hours late. This morning I wired you to New Willard Washington; a copy of the wire I enclose. I return also the papers as you requested.

This letter but confirms my wire. I entertain no doubt but that the act of Congress authorizes you to proceed with the construction of the Dam, and I cannot believe that the Department of the Interior will put any other construction upon your rights. You make the matter extremely clear in your brief. In addition, for the Department of the Interior, or for the Department of Indian affairs to obstruct the work would be simply acting the part of the dog in the manger, - without the slightest advantage to the Government, and with the greatest inconvenience to the public.

Should the Department by any possibility adopt a contrary view, it would have it in its power to block the work by proceedings in injunction; but should

the Department opinion be adverse, so sure do I feel that a judicial construction of the Act would be favorable to our views, that I would not hesitate to advise that the work might be prosecuted with safety if the Department would, without injunction, permit the work to proceed awaiting judgment of the Federal Court on the matter.

Very sincerely yours,

W. H. Hunt

POSTAL TELEGRAPH - COMMERCIAL CABLES

CLARENCE H. MACKAY, PRESIDENT

COUNTER No.
TIME FILED

TELEGRAM

CHECK

Copy

The Postal Telegraph-Cable Company (Incorporated) transmits and delivers this message subject to the terms and conditions printed on the back of this blank.

SEND the following Telegram, subject to the terms on back hereof, which are hereby agreed to.

[DESIGN PATENT No. 40529]

1-476

To *Col Ed Fletcher* *Feb 8* 191
New Willard Hotel Washn Dc
To say congressional act does not in terms grant right to build dam does violence to manifest intent and scope of act which gives everything necessary for accomplishment of end the conservation and use of water for public benefit stop

POSTAL TELEGRAPH - COMMERCIAL CABLES

CLARENCE H. MACKAY, PRESIDENT

COUNTER No.
TIME FILED

TELEGRAM

CHECK

The Postal Telegraph-Cable Company (Incorporated) transmits and delivers this message subject to the terms and conditions printed on the back of this blank.

SEND the following Telegram, subject to the terms on back hereof, which are hereby agreed to.

[DESIGN PATENT No. 40529]

1-476

To *you* *2* *191*
your brief most fair and convincing stop I feel certain department of interior alive to conditions in southern California will construe act in accordance with its manifest intent and your construction thereof stop Have not slightest doubt outcome of litigation would uphold your contention but litigation inevitably would result in long

March 20, 1918

Judge F. W. Henshaw,
c/o Henshaw, Black & Goldberg,
Mills Bldg.,
San Francisco, California.

My dear Judge:

yours of the 16th at hand and contents noted.
I certainly am interested in your presentation of the matter,
and in addition, I will take up the matter with my friends
and you will hear from me in the near future.

Don't fail to come down after the first of the
month, when we get some settled weather, and let me show
you the developments taking place in San Diego county
thanks to the energy of your brother W. G.

Yours very truly,

EF/bm

POSTAL TELEGRAPH - COMMERCIAL CABLES

CLARENCE H. MACKAY, PRESIDENT

TELEGRAM

COUNTER NO.

TIME FILED

M

CHECK

The Postal Telegraph-Cable Company (Incorporated) transmits and delivers this message subject to the terms and conditions printed on the back of this blank.

SEND the following Telegram, subject to the terms on back hereof, which are hereby agreed to.

[DESIGN PATENT No. 40529]

1-676

*To delay involving loss to company
and deprivation to public will
send letter and papers to
San Diego arrives twelve hours late*

F W Henshaw

Ed Fletcher Papers

1870-1955

MSS.81

Box: 11 Folder: 5

General Correspondence - Henshaw, F.W.



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.