

March 19th, 1929.

Mr. W. W. Lovett
910 Security Title Insurance Building
Los Angeles, California.

Dear Mr. Lovett:

Enclosed find article that may be of interest.

These people are way above you and are vitally affecting your water rights.

The time is coming when pumping underground waters from that basin is going to be taxed the limit.

As soon as you write me that the South Coast Land Company deal is off, I will be glad to submit a plan in relation thereto.

Yours very truly,

EF:GMP
Encl.

LOVETT, H. HERVEY & SCOTT

ATTORNEYS AT LAW

910 SECURITY TITLE INSURANCE BLDG.

530 WEST SIXTH STREET

LOS ANGELES

WM. W. LOVETT, JR.
EDWARD HERVEY
JOHN McC. SCOTT

TELEPHONE
TRINITY 2604

March 21st, 1929.

Colonel Ed Fletcher,
1020 Ninth Street,
San Diego, California.

Dear Colonel:

The lower property belonging to Mrs. Spalding has been withdrawn from the market and our prior negotiations are completely ended. I will send you a map together with description of this piece just as soon as I can get all of the information together for you.

Thank you for your clipping and the interest which you have shown in this matter.

With best personal regards.

Very truly yours,

W. W. Lovett, Jr.

WWL-R

April 4th, 1929.

Mr. W. W. Lovett
910 Security Title Insurance Bldg.,
Los Angeles, California.

My dear Mr. Lovett:

If you will send me the legal description of the property, I can plat it on the map. Also, please let me have the minimum price at which you will sell the whole 1400 acres, which I understand are all in one piece and lies west of the Mission. It goes without saying I will go the limit to get the maximum price.

I would like to have the information as soon as I can.

Yours very truly,

EF:GMF

April 5th, 1929.

Mr. W. W. Lovett
910 Security Title Insurance Bldg.,
Los Angeles, California.

My dear Mr. Lovett:

Regarding the Canfield Estate properties, my plan of action is as follows:

1. Create an interest in the organization of an irrigation district either at Oceanside or up the San Luis Rey, where there are 5000 or 6000 acres of fine land. Mr. Budd is now getting options on this property and there is a possibility of putting that deal over.
2. Then, again, another possibility is an irrigation district of 5000 acres back of Oceanside and South Oceanside, where all the water can be used.
3. There are three miles of ocean front south of Carlsbad that wants this water.
4. I have talked the matter up and there is quite a feeling that Oceanside, South Oceanside and Carlsbad should form a water district of their own and control all this water of the Canfield Estate and take in such lands as they want to later on.
5. This agitation is going to stir up the South Coast Land Company. They have options on a lot of the lands and my opinion is that the South Coast Land Company will pay us the money, buy us out lock, stock and barrel, and give us a good price for the whole property. I know that Dutch bunch and we can stir them up thru proper publicity if there is a possibility of showing them the water may get away from them and go elsewhere. My main object for a quick turnover is to force a sale to the South Coast Land Company, but there is no use going to them direct. Make them come to you. These Germans who control the South Coast Land Company I have been doing business with for twenty odd years and I am asking you to let me start in my own way on the proposition

April 5th, 1929.

Mr. W. W. Lovett

Page two

without committing you to any price or terms at the present time. I am going ahead along these lines unless I hear from you to the contrary.

Yours very truly,

P. S.

I feel that thru non-usage you are gradually endangering your water rights while the City of Oceanside is gradually encroaching on you and I have been given a tip and I think that you had better see if the South Coast Land Company is not taking more water than their contract with us allows.

Another development going on just above you - 160 acres east and south of the Mission are taking water from the basin and putting it on riparian lands.

Yours

EF:CMF

April 5th, 1929

Miss Farley:

Add as a p.s. to the Lovett letter:

I feel that through non-usage you are gradually endangering your water rights while the city of Oceanside is gradually encroaching on you and I have been given a tip and I think that you had better see if the South Coast Land Company is not taking more water than their contract with us allows.

Another development going on just above you - 160 acres east and south of the Mission are taking water from the basin and putting it on riparian lands.

FLETCHER-LOVETT
CONVERSATION
April 30th, 1929.

Colonel F - Hello There.

Lovett - Hello Colonel. I am a heck of a guy to deal with ain't I.

Colonel F. I have some good news for you. I had the pleasure of a call from an Oceanside friend yesterday and he is in a respective mood. They are worried about their water supply. They hate the very ground that Kressman and his crowd walks on.

*walsh
mayer
warriner*

Lovett - Colonel, do you know a good fellow by the name of Tolle? He was asking for information.

Colonel F- Look out for him. I would be right careful in what I said to him.

Lovett - He had the original negotiation on this deal with some people. I told him the deal had fallen through and that we were not interested in selling it at the price we offered it to him for. We may have to let it rest for some time.

that night

Colonel F - I would like to work out a deal for you. I know the people in Oceanside and the county and I believe a deal could be worked out with them.

Lovett - I told ~~them~~ ^{him} that Mrs. Spaulding had taken the matter out of my hands and made arrangements with some one else; that I was not in a position to do anything; that we were ~~not~~ interested in dealing with some one else in the mean time, if that deal was thrown down I would like to work with him again.

Colonel F - I have this man's record and I have been through Hell with him and I tell you he is a dangerous man.

Lovett - Well I told him that I would put it up to my parties but I doubt very much whether they would want some one else to handle it.

Fletcher - This man of Oceanside is a fine man and friendly ~~and~~ the Canfield estate. He came here on his own account. I told him that I would recommend to you - the Canfield Estate - that we sell the water rights for \$250,000.

to

Lovett - Now wait a minute. Let me get your right. The land and water rights? The South Coast Land Company has some kind of a contract with us to get a profit that we make above the price Mr. Canfield paid years ago plus interest on it.

41

2

Fletcher - I told them \$350,000 for the land and all the water rights you had coming to you.

Lovett - That is alright.

Colonel F - I asked for the water right. I don't know whether they can be separated or not but if they can then the thing to do would be to have the thousand acres of land put into the city of Oceanside and we would get our water any way. Do you get me?

Lovett - Yes.

Fletcher - I tell you I can get much more for those lands if they are in the city of Oceanside and we get \$250,000 for what water rights you have there. They have got to have some land deeded to them anyway. I would want to put into the city of Oceanside ----- non-riparian on the hill side. We would deed them three or four hundred acres of land for water rights. Walsh means business and they have a water committee appointed. He is one of the committee and the President of the Bank is Chairman. They are going to invite me up there for a private meeting. I don't want any publicity whatever. They are ready to shoot.

Lovett - I have been so busy I couldn't get those things together. I think there is an old contract. I have my doubts as to whether they can file it against the heirs of the Canfield Estate when they did not file it against the Canfield Estate.

Fletcher - This property is owned by a private individual, Mrs. Spaulding, isn't it?

Lovett - Yes it is.

Fletcher - The estate is entirely wiped out and the property has been distributed hasn't it?

Lovett - Yes. Further than that, she purchased a large percentage of water rights for a nominal consideration.

Fletcher - Who owns the water rights at Bonsall?

Lovett - We own them pretty close to Bonsall.

Fletcher - Who got the ranch between Bonsall and -----?

Lovett - Mrs. Whitney.

3
Fletcher - On the south side of the river.

Lovett - Mrs. Whitney got that and sold it, I believe.

Fletcher - Who bought it, do you know?

Lovett - I think it was a man by the nam of Ryanbrock. His whole idea was that a dam would be built there and the land flooded - that is what I think. That is what came back to me/

Fletcher - Ha!! Ha! Ha! I will show you where it will be built if it is ever built.

Lovett - You have shown me.

Fletcher - That's right. Write me a letter and give me this dope as soon as possible. I really should have a letter from you before I go into this matter next week.

Lovett - Why can't you get that information from me?

Fletcher - I want it so I wont make any breaks.

Lovett - I will try and give you a letter right away but please be a little patient with me because I am simply snowed under.

Fletcher - Bless your heart, I will do the best I can. Good-bye.

San Diego
Water Rights

April Thirtieth,
1 9 2 9

Mr. W. W. Lovett, Jr.,
910 Security Title Insurance Bldg.,
Los Angeles, Calif.

My dear Mr. Lovett:

Confirming our telephone conversation this morning will say that Mayor Walsh of Oceanside called on me yesterday in San Diego. I prefer to have it that way than to go to them.

Walsh and also Geo. McKeehan, President of the First National Bank of Oceanside sat in during the discussion. They both admitted that they should acquire this water. They don't want the South Coast Land Company to have it.

A committee has been recently appointed to recommend a resolution of the water problem. On that committee is Geo. McKeehan and Mayor Walsh as well as several other gentlemen.

I have been asked to appear before them some time next week and see if we can't get down to brass tacks.

I have told them that I would recommend to you the sale of all the riparian lands in the valley with what rights you have for \$300,000 and will recommend that the non-riparian lands be annexed to the city of Oceanside and get city water at city rates.

As you know, the Canfield property, adjoins the city of Oceanside.

The city of Oceanside has no desire to buy all of our non-riparian lands and I can make more money out of it than they can.

Let me have, please, all the facts before me for this conference this coming week as to just what we are giving them besides a deed to the riparian lands in the valley.

May First,
1 9 2 9

Mr. W. W. Lovett, Jr.,
910 Security Title Insurance Bldg.,
Los Angeles, Calif.

My dear Mr. Lovett:

Confirming our telephone conversation this morning will say that Mayor Walsh of Oceanside called on me yesterday in San Diego. I prefer to have it that way than to go to them.

Walsh and also Geo. McKeehan, President of the First National Bank of Oceanside sat in during the discussion. They both admitted that they should acquire this water. They don't want the South Coast Land Company to have it.

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As you know, the Canfield property, adjoins the city of Oceanside.

The city of Oceanside has no desire to buy all of our non-riparian lands and I can make more money out of it than they can.

Let me have, please, all the facts before me for this conference this coming week as to just what we are giving them besides a deed to the riparian lands in the valley.

2

A definite statement is what they want so that there can be no misunderstanding as to what they are getting and paying for.

They only have about \$150,000 bonding margin and I hope that we will enter into a lease contract with them similar to the one that Henshaw and I made with the city of San Diego. I am sure this contract is legal.

I will be satisfied with 30% of the profits as outlined by you and at your convenience kindly write me a letter to that effect.

I am sure that this matter is going to be put over in a nice way and will be a credit to the Canfield estate and myself.

I have asked that they give no publicity to our coming meeting at Oceanside.

Sincerely yours,

EF:AK

2

A definite statement is what they want so that there can be no misunderstanding as to what they are getting and paying for.

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I will be satisfied with 30% of the profits as outlined by you and at your convenience kindly write me a letter to that effect.

I am sure that this matter is going to be put over in a nice way and will be a credit to the Canfield estate and myself.

I have asked that they give no publicity to our coming meeting at Oceanside.

I am sending an extra copy of this letter to you so that you can send one to Mrs. Spaulding if you so desire and I will send her a copy of any letters I write you or vice versa.

Yours very truly,

EF:AK

Original
in Safe.

C O P Y

LOVETT, HERVEY & SCOTT
ATTORNEYS AT LAW
910 Security Title Insurance Bldg.,
530 West Sixth Street
Los Angeles

May 13th, 1929.

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

Dear Colonel:

Mr. Spaulding has spoken to me regarding your desire to enter into negotiations for the sale of Mrs. Saplding's San Luis Rey holdings south of Bonsall, together with the water rights. He stated to me that I should inform you that it would be satisfactory to him to have you carry out these negotiations upon the following understandings:

1. In the event that you negotiate a sale or other transaction which is actually made, that you are to receive thirty per cent of all profits above the sum of \$125,000.00 net to him.
2. That no costs of these negotiaions be charged to him.
3. That all contracts or other agreements be made in form satisfactory to him and that he reserves the right to veto or turn down any transaction prior to the same becoming binding.
4. That he reserves the right to terminate this understanding at such time as he shall see fit.

It is understood that Lovett, Hervey & Scott, attorneys, will supervise the preparation of all papers which may be used in any transaction without expense to you.

Very truly yours,

WM. W. LOVETT, JR.

WWL-R

LOVETT, HERVEY & SCOTT
ATTORNEYS AT LAW
910 SECURITY TITLE INSURANCE BLDG.
530 WEST SIXTH STREET
LOS ANGELES

WM. W. LOVETT, JR.
EDWARD HERVEY
JOHN McC. SCOTT

TELEPHONE
TRINITY 2604

May 14th, 1929.

Bank of Italy,
National Trust & Savings Association,
Oceanside Branch,
Oceanside, California.

Attention Mr. Hoover

Gentlemen:

In re: Escrow No. 184321

In connection with the above escrow, there was forwarded to you certificate of title covering not only the reservoir site sold to the City of Oceanside, through your escrow, but likewise the balance of the Caroline C. Spalding property in that neighborhood. This certificate has never been returned to us. This letter will be your instruction to deliver the same to Colonel Ed Fletcher, of San Diego, upon his request therefor and you may take his receipt for the same.

Very truly yours,

LOVETT, HERVEY & SCOTT,

By *Wm. W. Lovett, Jr.*

WWL-R

"It is expressly understood and agreed that water shall not be developed on the land hereby granted by the grantee, heirs, successors, assigns, or transferees, by artesian or surface wells, or otherwise, to be used on other lands, or in excess of the requirements of the lands hereby granted for irrigation, domestic and stock purposes; and if such development is made by said grantee, or by any other person, then and in that case the amount of water developed in excess of the requirements described in this agreement shall become the property of said grantor, his heirs and assigns, and may be sold, leased or conveyed to other lands for sale, lease or use. And the said grantor reserves, excepts and retains for himself, his heirs and assigns, all rights of way for laying and maintaining pipes, pipe lines and aqueducts over and across said premises, which now or at any time hereafter may be reasonably required to enable said grantor, his heirs and assigns to take, collect, carry and conduct said excess, or surplus waters to other lands, or to enable said grantor, his heirs and assigns, to inspect, repair and replace or alter, maintain, enjoy and control, said pipe lines and aqueduct.

LOVETT, C. R. VELL & SCOTT
ATTORNEYS AT LAW
910 SECURITY TITLE INSURANCE BLDG.
530 WEST SIXTH STREET
LOS ANGELES

WM. W. LOVETT, JR.
EDWARD HERVEY
JOHN McC. SCOTT

TELEPHONE
TRINITY 2604

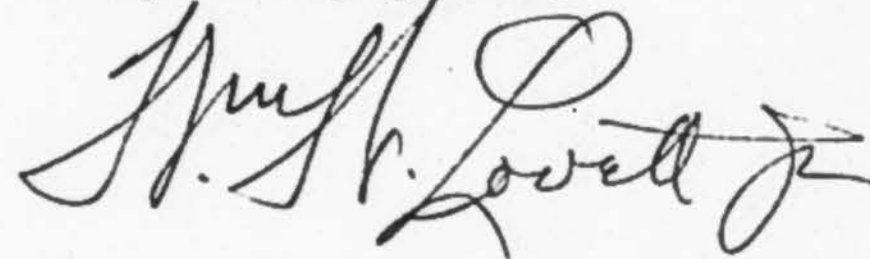
May 14th, 1929.

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

Dear Colonel:

This is to inform you that I have taken up with Mr. Spalding the matters mentioned in my letter of yesterday in reference to your handling preliminary negotiations for a transfer of Mrs. Spalding's San Luis Rey holdings South of Bonsall, which letter I wrote you at his request. He wishes me to assure you that he is satisfied with the letter as written to you.

Very truly yours,



WWL-R

May Sixteenth,
1 9 2 9

Mr. W. W. Lovett, Jr.,
910 Security Title Insurance Bldg.,
Los Angeles, California.

My dear Mr. Lovett:

I had a splendid meeting with three members of the City Council and the Mayor and Water Committee last night at Oceanside.

The following are my impressions:

First: They are seeking a new water supply.

Second: They are seeking a way to finance themselves.

Third: They feel the South Coast Land Company have given them a dirty deal and are checking up on them.

It seems that the definition of a miners inch in a contract between the City of Oceanside and the South Coast Land Company was in accordance with the state law and the South Coast Land Company, or rather the Oceanside Mutual Water Company are now exceeding their maximum and they are now seriously considering an injunction.

Fourth: They are very much interested in acquiring these properties of yours along the following lines:

(1) Make a 15 year lease without the necessity of going to a bond election, conditions being mutually satisfactory, or

(2) If they can develop a sufficient bonding margin call a bond election and purchase outright.

They feel that the people are not educated up well enough and that it would be pretty hard to put over a bond election, although possible.

(3) Would we consider a contract to furnish them

2

water - an increasing amount? Only one party suggested that.

I answered that we had not thought of any such thing and the idea of Mr. Spaulding was to sell out, but it might be considered.

We parted after making the following agreement:

(a) That I would furnish them with the leases which Henshaw and I, also the Cuyamaca Water Company made with the city for their attorney to look over.

(b) That there would be another meeting soon with all the city council, perhaps, the Water Committee and their attorney and I will take up with me, my attorney, Judge Sloane, formerly of the Supreme Court bench, and we will thrash the legal points out, particularly as regards riparian law, leases, etc.

This meeting will probably take place within the next two weeks.

Will you please return the leases immediately, and make copies, if you desire. While making the extra copies, if you care to, will you kindly make me a couple of extra copies?

The proposition that I told them that I was willing to recommend to Mr. Spaulding is as follows:

1. \$250,000 for the riparian water rights alone, we reserving enough water for our lands.
2. \$500,000 for all the water rights and a deed to all the riparian lands while the non-riparian lands on the side hill would get water by going into the city.

It is my understanding that you told me that you had a meter registering the amount of water that is being pumped and that it was at the pumping plant, also that you had checked up recently on the supply that they are getting.

The city of Oceanside last night requested that they be given authority to check up on this meter. In their opinion, and in my opinion, you are being gyped and considering the amount of land that they are irrigating more water is being taken than their contract allows. The contract is for 200 inches, not 250 inches.

I secured this information from the certificate of title.

Can you not write to Mayor E. A. Walsh of Oceanside giving the city of Oceanside permission to examine the meter at any time they so desire, a letter which they can show the Oceanside Mutual Water Company as their authority.

There has been such things done as tampering with the meter and the city council of Oceanside are very suspicious with the whole bunch. Their past experiences with the whole bunch has not been satisfactory.

The city of Oceanside does not want the South Coast Land Company to acquire any rights by prescription. They are very friendly to us and I urge that you give them this permission to check up on the meter.

Regarding the certificate of title to all your property they could not locate it in Oceanside but eventually I located it in the title Company's files in San Diego.

I am having an official map made from this certificate of title and as soon as the map is compiled I will furnish the certificate of title. It is a Union Title Insurance Company certificate No. 181311.

All together, I feel very much encouraged re negotiations with the city of Oceanside, however, I am working on three angles in my own way.

- (1) Selling to the South Coast Land Company
- (2) Selling to a district south of Oceanside
- (3) Selling to the San Diego County Water Company.

I was frank and told the people of Oceanside last night that other negotiations were on and nothing was considered binding, also that these negotiations should not be made public, except at our pleasure to which they all agreed.

It is a big under taking for the city of Oceanside, but I feel that last night I impressed on each one of them the necessity of early action and the importance of it all from the city of Oceanside's standpoint, if they ever expect to grow.

I even told them that I was of the opinion that they had acquired rights by prescription and usage from you which

4

they were not entitled to as their ownership of 40 acres of riparian lands from which they are pumping does not entitle them to pump over a million gallons of water a day which they are now pumping from the sands of the San Pasqual Valley. They practically admitted this.

I told them that I was talking only in a friendly spirit ; that if the city of Oceanside did not do something soon it would be necessary to define the rights of all parties in the river and it would have to be done either by compromise or the court in case the city of Oceanside did not acquire your property.

Yours very truly,

EF:AK

May 18, 1929.

Mr. W. W. Lovett,
Van Nuys Building,
Los Angeles, California.

My dear Mr. Lovett:

If you have not finished with the agreements which Colonel Fletcher left with you last week, will you please have copies made for your files and return us our agreements, as they happen to be the only ones we have for reference.

Yours very truly,

ED FLETCHER COMPANY

KLM

May Twentieth,
1 9 2 9

Mr. W. W. Lovett, Jr.,
910 Security Title Ins. Bldg.
Los Angeles, Calif.

Dear Mr. Lovett:

Did Mr. Sallsbury ever make a report re the waters
of the San Luis Rey River for you?

If so, would it be possible for me to have a copy
of the report?

Have you any riparian water reports of any kind?
I would like to get hold of them to see how it can
help us.

Yours very truly,

EF:AJ

May Twenty-fifth,
1 9 2 9

Mayor E. A. Walsh,
Oceanside,
California.

Dear Mayor Walsh:

Enclosed find copy of contracts which we made with
the city that may be of interest to your attorney.

Please have your attorney look these over and return
to me after reading.

I have written up to find out if Mr. Sallsbury has
made any report such as Mr. McKehan mentioned.

As a friend I would advise you to make up your minds
soon as to what procedure you are going to take if any
as I would like a definite answer from the city as to
whether they are interested or not but the first of
July next and if so, along what lines.

My suggestion is that the city call in some water
engineer in whom you have confidence to advise you.

I am leaving for a three weeks trip on the fifth of
June, in the meantime if you care to have Judge Sloane
and I come up and meet with your committee and city
attorney and further discuss the matter between now
and then I will be glad to make the arrangements.

The man that I would suggest is Major C. R. Oldberg
of Los Angeles who, for twenty years has been in the
U. S. Government Service and has just completed the
building of Colidge Dam.

He also has a plan of getting water out of the
under ground gravels which is entirely practical, in
my opinion, and he is in Washington cleaning up his
final work in relation to Colidge Dam but will return
to Los Angeles the early part of June.

I may be away at the time but I would suggest that

2

you write to Major Oldberg at 483 I. W. Hellman Building, Los Angeles and invite him to come down for a conference. I am sure it wont cost you anything for a conference.

My recollection is that he knows all about the San Luis Rey River and did a large amount of work for the Government at Pala and above while in the U. S. Indian Service.

Sincerely yours,

EF:AK

P. S. The enclosed contracts are the only records we have in our office so it is important that you return them without fail.

E.F.

May Thirty-first,
1 9 2 9

Fletcher - Hello there, how are you?

Lovett - Fine, how about yourself.

Fletcher - Say, I am writing you today. I have three good propositions in line here now.

Lovett - Fine.

Fletcher - The South Coast Land Company sent their man down here by the name of Hart.

Lovett - They did? Is Hart with them?

Fletcher He is a good brother Scot and a man I can talk to and I think he is going to arrange a meeting between Holmes and myself next week, in the meantime, through Senator Wright, their attorney, I am negotiating with the San Diego County Water Company - the Henshaw crowd - to buy. I told them all there is a moral obligation until the first of July for us to do business with the city of Oceanside and I am not getting my wires crossed at all and I just rang up Wright and told him that until the first of July the city of Oceanside be given the opportunity to take this over.

Lovett - Have you had a chance to look into those cases that I told you about? Have you talked with your attorney about the legal part of these new lease contracts?

Fletcher - No, I have not. Judge Sloane is out of town. Are you sure that can't be done?

Lovett - Yes, unless in public emergency. This is no public emergency.

Fletcher - The city approved it.

Lovett - I don't think that it is the kind of public emergency they are talking about. I think they mean in case of disease.

Fletcher - But if they create a fund for this, then what?

Lovett - I don't think they can do it. I do believe that if they take in the property they can increase their bonding margin.

Fletcher - It is a matter for the city. In the meantime, what Hart gave me is strictly confidential and you will have to keep it so. Walsh rushed up to Mr. Holmes of the South Coast Land Company and carried out a suggestion which I made to them at Oceanside and it was this. That the city of Oceanside and the South Coast Land Company form an Irrigation District and take it all in and without Hart knowing that I had recommended it, ~~for that~~ he told me in confidence that Mayor Walsh had rushed up to Holmes and recommended that to Holmes and that Holmes was very favorable to it but made no commitment. My suggestion is that if the South Coast Land Company will pay us \$25,000 or \$30,000 down -

Lovett - I think that is the thing to do

Fletcher - and the balance with so much down and so much a year, 6% interest there contract is just as good as wheat.

Lovett - I would much prefer to have a little more down.

Fletcher - They are as good as wheat.

Lovett - They are good but awfully slow.

Fletcher - But any way Hart is pushing the thing through. to have a conference between Holmes and myself next week in Los Angeles and in the meantime I am working direct with Senator Wright on the other deal. I believe that this is the way to do it and this is the way I am doing it.

~~XXXXXXXXXX~~

Say, Did Salisbury ever make that report?

Lovett - Yes. He made a report to show that there was plenty of water to give the South Coast Land Company 100 inches of water and take care of us at the same time. The South Coast Land Company have this report.

Fletcher - I know they have and they have shown it to Walsh and at the last meeting they asked me to get it.

3

Lovett - I can get a copy of that report. It is not of any advantage ~~to~~ it is one of those backhand reports that is designed to show that there is ample for each party. It is not a selling report except on a very conservative basis. It would be anything but helpful.

Fletcher - I get your point. Glad to know about it. We will forget about it.

Alright old top will see you Wednesday.

June 1st, 1929.

Mr. W. W. Lovett,
910 Security Title Insurance Building
Los Angeles, California.

My dear Mr. Lovett:

Confirming my telephone conversation will say that there is a possibility of the Henshaw interests buying the Spaulding interest. I had a conference this morning with Mr. Hart of the South Coast Land Company, who informed me that Mayor Walsh of Oceanside had taken the matter up with the idea of forming an irrigation district and taking over your holdings. I will know in a few days whether they are going to try and work it out that way or not. Of course, if they did form an irrigation district, the district would be in position to sell their bonds and pay cash.

I suggested the district plan at the Oceanside meeting, but only as a last resort as it will take a long time to wind it up. They will be six months forming the irrigation district at least if not a year on account of so much red tape with the State. However, if the City trustees of Oceanside and the South Coast Land Company together agree on the price and stipulated that they are behind it, it would probably be a sure go. It is wholly a matter of education, and will take time and patience to put the deal over, but I am sure of our ground. The value is there, and we are going to get it.

I wish you would write me a letter and state that the City of Oceanside, from every indication, is taking more water than they are entitled to and if nothing can be done, the quicker the Spaulding interests determine in court just what the City's rights are, the better it will be for all concerned.

I have brought Major Oldberg into the situation. He has been in the U. S. Government service for many years, has just completed Colidge Dam, is an authority on underground waters, and I hope to get him into the next conference with the City of Oceanside.

It is just possible that I will have a conference with Mr. Henshaw of the South West Coast Land Company this coming Wednesday.

I want that letter from you regarding the question of ownership of

June 1st, 1929.

Mr. W. W. Lovett

Page two

the waters of the City of Oceanside, not to let it out of my possession but to be able to show it to a party of influence.

If the South Coast Land Company and the City of Oceanside join forces and bring suit to condemn, I will assure you we will get from a half to a million as a verdict from the court if the district ever tried to take these waters away from you. I have been thru it all. We offered the City of San Diego El Capitan Dam site for \$150,000. They brought suit to condemn and we got a jury to give us a verdict of \$800,000. We claimed they being a public utility had no right to condemn and the Supreme Court up-held us in a recent decision.

I am sorry to hear your attitude regarding leases. In my opinion, the emergency does exist. The City of Oceanside has not sufficient bonding margin and their only hope is to get water under a lease. This emergency matter makes it the only possible way for them to get water for sometime to come until we go into the business of pumping water and selling to them.

I am right sure once the City of Oceanside voted to approve this lease it would never be questioned in court and I am sure the City of Oceanside would live up to its terms as the City of San Diego is now doing in our two cases altho our two cases were not submitted to the voters for approval.

Yours very truly,

EF:GMF

June Twenty-fourth,
1 9 2 9

Mr. W. W. Lovett, Jr.,
910 Security Title Ins. Bldg.,
Los Angeles, Calif.

My dear Mr. Lovett:

I have had a conference today with Mr. Hart at the suggestion of Mr. Holmes and he is taking the matter up with Mr. Chase also a most influential man, one of the directors of the Oceanside Mutual Water Company and a friend of the Oceanside Mutual Water Company interests.

Mr. Hart is very much enthused and already has done some good work during my absence toward an irrigation district plan.

He has seen Frank Tolle among others and Tolle has come around, so Mr. Hart says, believing that it is the only solution to form a district.

I have outlined to Mr. Hart the plan and procedure.

He is going to work immediately to form a committee, elect their chairman and call a meeting of the Oceanside Mutual Water Company and the city officials of Oceanside.

I have already written the state engineer asking him when he can come down here and advise the committee how to proceed.

In the meantime, both Mr. Hart and I are of the opinion that it will be well for you to write the Oceanside Mutual Water Company a friendly letter along the lines and to the effect that there are up to their maximum and it will be necessary to make new arrangements for a water supply and not to exceed their maximum demands in accordance with their contract.

You may not think it advisable to write this letter to the Oceanside Mutual Water Company but a friendly letter along this line would be good and put them on notice and set them to thinking.

2

I suggest a second letter be written the city of Oceanside to the effect that your riparian rights cover roughly 400 acres of riparian lands while the City of Oceanside has only 40 acres and you feel that they are now pumping more water than their rights and in a friendly way you would like to get an adjustment with them or a determination of what their rights are, if possible ; that you feel they are taking more water than they are entitled to as they are pumping three million gallons of water a day and the matter should be determined for all time.

As the city of Oceanside any plan to suggest that the matter can be adjudicated amicably and for all times but in your letter put them on their notice that you are accepting any rights of prescription for any water in excess of what they have acquired by five years usage so that time is not running against you.

I don't think it advisable for you to mention my name in either case but more or less give them judicial notice that you are going to protest your rights.

I wish you would write them a letter along these lines and if you care to, send me a copy.

Sincerely yours,

EF:AK

2

I suggest a second letter be written to the city of Oceanside to the effect that your riparian rights cover roughly 1400 acres of riparian lands while the City of Oceanside has only 40 acres and you feel that they are now pumping more water than their rights and in a friendly way you would like to get an adjustment with them or a determination of what their rights are, if possible; that you feel they are taking more water than they are entitled to as you understand they are pumping three million gallons of water a day and the matter should be determined for all time.

Also ask the city of Oceanside if they have any plan to suggest that the matter can be adjudicated amicably and for all time. In your letter put them on notice that you are protesting any rights by prescription for any water in excess of what they have acquired by five years usage so that time is not running against you.

I don't think it advisable for you to mention my name in either case but more or less give them judicial notice that you are going to protect your rights.

I wish you would write them a letter along these lines and if you care to, send me a copy.

Sincerely yours,

EF:AK

I suggest a second letter be written the city f

I suggest a second letter be written the city f
 to the effect that I have written rights cover roughly
 1950 some of the best rights with the City of
 and only 50 years and you feel that they are not
 more than what rights and in a friendly way
 you would like to get an adjustment with them of a
 determination of what their rights are, it would be
 for feel they are taking some water that are entitled
 to as you understand they are paying three million dollars
 of water a day and the water should be delivered for all
 the time.

and ask the city of Massachusetts if they have any plan to suggest
 that the water can be adjusted and properly and for all time.
 In your letter and then as notice that you are protesting
 and rights by protest, from our way water is enough of
 that they have benefited by five years more so that time
 is not running against you.

I don't think it advisable for you to mention to name
 in other cases but more or less give them judicial
 action that you are going to protest your rights.

I don't think it advisable for you to mention to name
 in other cases but more or less give them judicial
 action that you are going to protest your rights.

as you know to not mention names
 in other cases but more or less give them judicial
 action that you are going to protest your rights.
 I don't think it advisable for you to mention to name
 in other cases but more or less give them judicial
 action that you are going to protest your rights.
 as you know to not mention names
 in other cases but more or less give them judicial
 action that you are going to protest your rights.

*File
San Luis Rey
file*

July 15th, 1928.

Mr. W. W. Lovett,
910 Security Title Insurance Bldg.,
Los Angeles, California.

Dear Mr. Lovett:

I am still waiting for that letter you promised me the other day regarding Oceanside-Carlsbad water situation. I know you are busy, but I wish to get it as soon as I can and show it to two or three parties where it will have some real effect.

I am pleased to inform you that State Engineer Hyatt came down. I met him at Oceanside; took him over all the San Luis Rey lands as well as over the entire district. He is completely sold on the project of consolidation and developing water together, either thru a municipal water utility district or an irrigation district.

The State Engineer has no control over a municipal utility water district and they can only bond themselves for 15% of the assessed value. Under an irrigation district plan, they can vote bonds to the extent of 80% of the assessed value, but, of course, the utility district bonds will sell at or above par with 5% interest, while irrigation district bonds are 6% and sell at about 92 to 95.

The State Engineer made a deep impression on the committee, the city council of Oceanside as well as the representatives of the Oceanside Mutual Water Company and four or five members of each Chamber of Commerce. They are getting down to brass tacks. There are one or two on the committee who are so ignorant, it was pathetic.

They are going to have a joint meeting soon and attempt to lay out a program to work to.

The State Engineer told them that their only supply of water was that which they had acquired by prescription and usage up to five years ago, that they might be liable for damages for the use of water the City of Oceanside had pumped the last five years and that even as a riparian

Mr. W. W. Lovett -2-

7-12-29

owner they had no right to take the water out of the watershed without the consent of the riparian owners below, and the quicker they got on to themselves and did something to protect the interest of the City the better they would be serving the City's interest. Oceanside is now leaning toward an immediate contract or lease similar to the lease we made with the City of San Diego for the sale of our pipe lines, etc., but I told them that as long as the City of Oceanside had been given until the first of July and had taken no action, our moral obligation now was to work with Oceanside and Carlsbad in some kind of cooperating plan.

I did not attend the meeting and my name was not mentioned. I want to keep out of the picture as much as possible.

The officers of the City of Oceanside and the Oceanside Mutual Water Company know that I am representing your interest and I shall not attend any meetings until the and unless I am invited by them to be present.

Everything looks very good for a sale of the water rights and 400 acres of land for \$500,000 and putting the remaining 800 acres in the irrigation districts of the city of Oceanside and get water in that way so the lands can be sold to advantage.

Please let me hear from you also in regard to Mr. Farnsworth's proposition. As you only own the surplus water in an isolated 40 acres above the old Mission and as you are still reserving any rights except the use of water on the 180 acres adjoining, it seems to me this offer should be accepted immediately and get \$2000.

I am satisfied to turn this all over to you and consider it a part of our understanding and will be considered only in our final settlement.

Enclosed herewith find notice of the Oceanside Mutual Water Company, which is a step we have agreed on and is in the right direction, forcing the issue so that every stockholder may know where he is at in the future.

Yours very truly,

EF:CMF

Encl.

cc for Mr. Col. S. M. Spaulding.

WM. W. LOVETT, JR.
EDWARD HERVEY
JOHN McC. SCOTT

San Luis Rey file

LOVE, T. H. HEY & SCOTT
ATTORNEYS AT LAW
910 SECURITY TITLE INSURANCE BLDG.
530 WEST SIXTH STREET
LOS ANGELES

TELEPHONE
TRINITY 2604

July 18th, 1929.

Colonel Ed Fletcher,
Ed Fletcher Building,
San Diego, California.

Dear Colonel:

Your several letters have reached me during a moment of great industry in connection with other matters and I have not until now had time to give them attention.

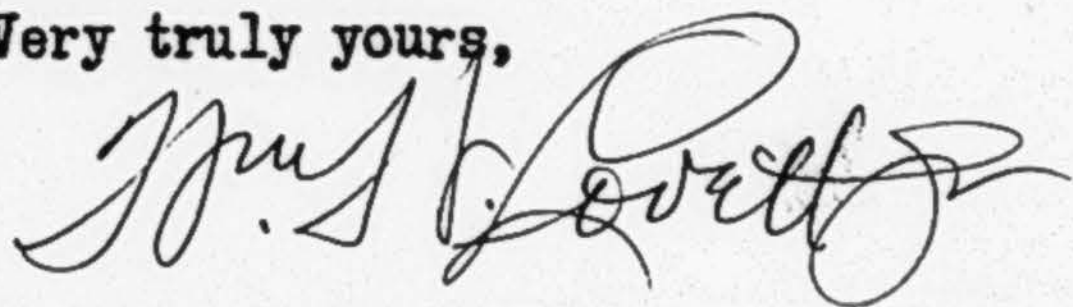
I was very much interested in what you had to say relative to the formation of a district. I have always felt that this solution was the only equitable one for all people involved in the San Luis Rey Valley. I shall always prefer to see a solution of any water problem which takes into consideration the needs and requirements of everyone rather than a more restricted use by one or two interests. There is, however, one matter which I have meant several times to call to your attention. I think it only fair that in urging the value of our rights, some consideration be given to the fact that the City of Oceanside was not using nearly the amount of water five years ago which they are using today and I am convinced that since they are taking water out of the water shed and out of the basin, that their only rights are acquired by prescriptive use. The statutory period for prescription, of course, is five years and only the water which they were taking five years ago is now taken as a matter of right. It is not my intention that you should intimate that we are hostile in this matter, particularly at this time, but I do believe that the matter should be given consideration in evaluating properties and water rights.

Colonel Fletcher #2

I trust that in the course of two or three weeks, the oil situation in which I am so intensely interested will quiet down, at least, to the point where I can get together with you and go over some of the details in the proposed transaction.

With best personal regards.

Very truly yours,

A handwritten signature in cursive script, appearing to read "J. S. Lovell". The signature is written in dark ink and is positioned below the typed phrase "Very truly yours,".

WWL-R

Spalding file

0

19 August 1929.

Mr. Wm. Lovett,
530 West Sixth Street,
Los Angeles, California.

My dear Mr. Lovett:-

Sorry to miss you today. Am on my way to Yosemite with the wife and five of the children, so you see we do take a vacation once in a while.

The situation is developing materially down South. I have been approached by the Carlsbad people along these lines. Carlsbad and the territory to the South forming an irrigation district, leaving out the City of Oceanside; that they take over our holdings, 400 odd acres in the valley and the other riparian lands; the hillside land in the district so that we can supply them with water, and in addition they have contracted for a dam site with the San Diego County Water Company between Vista and South Oceanside, which I purchased years ago for them, together with some surplus water from Lake Henshaw.

This is a feasible proposition, and in my opinion the solution for putting water on the coast lands. Mr. Fraser, Superintendent of the Oceanside Mutual Water Company took the matter up with me a few days ago in San Diego, after I had outlined the plan in a general way to Mr. Hart of Carlsbad. It is just possible that the Oceanside Mutual Water Company may in a short time themselves take Mr. Spalding's water lands over. I would rather see that done because it would only take sixty days to put that deal over under a contract, but they only want to pay \$25,000. a year and 6% interest without the necessity of a bond issue. The other way, by forming a district, it will be a year at least, but we have our money in a lump sum or take bonds from the irrigation district after they have been certified to by the State authorities

17 August 1929.

Mr. Holmes,
South Coast Land Co.,
740 So. Broadway,
Los Angeles, Calif.

My dear Mr. Holmes:-

Sorry to miss you today, but in confidence I wish to say that Mr. Fraser, Supt. of the Oceanside Mutual Water Company, has outlined and suggested a plan for Carlsbad and the lands to the South to be put into an irrigation district to include Carlsbad. The Spalding riparian lands and water rights to be taken over by this district, also a contract made with the Henshaw interests to take over the Marroun Dam Site between Vista and South Oceanside; also a contract for surplus water from Henshaw dam. This plan looks most feasible. It gives two sources of supply and appeals to me very much.

I hope the next time you are down to Del Mar that I can meet you and discuss the matter.

With kindest regards, I am,

Very sincerely yours,

EF:RML

Wm. W. Lovett, Jr.
Edward Hervey
John McC. Scott

LOVETT, HERVEY & SCOTT

ATTORNEYS AT LAW

910 SECURITY TITLE INSURANCE BLDG.

530 WEST SIXTH STREET

LOS ANGELES

TELEPHONE
TRINITY 2604

May 18th, 1929.

Colonel Ed Fletcher,
920 - Eighth Street,
San Diego, California.

Dear Colonel:

Enclosed herewith please find the two agreements which you sent to me as forms for use in connection with the possible sale of water rights in the San Luis Rey Valley. In view of the holding in the case of Mahoney vs San Francisco, 201 Cal. 250, which particularly distinguishes a line of prior California cases, the leading case of which is MacBean vs City of Fresno, 112 Cal. 159, I am exceedingly afraid of any lease, contract or other agreement which has as its purpose the sale of lands where the city has not sufficient funds to incur the entire indebtedness. I concede that it may be possible to devise some method such as a lease for a year with the option of renewal from year to year, which might obviate our difficulty, but I am inclined to believe that the court will hold in such a case, that where a failure by the city to continue with the agreement would result in great damage to the city by reason of substantial payments on account of principal value of the property subject to the agreement, then the agreement is, insofar as constitutional questions are concerned, a sale. This attitude is taken by the court in the so-called Marina case, 195 Cal., 426.

While it may seem at first glance desirable for the city to acquire property in this manner, it is my opinion that the danger of the contract being construed as a purchase and the creation of an indebtedness beyond the amount of income of the city for the fiscal year in which the indebtedness is created, makes it highly desirable to deal in some other manner. In the particular case, I would suggest that the addition of territory to the city might create sufficient increase in its bonding limits so as to entirely cover this transaction as an outright purchase.

Thanking you for your letter and assuring you of my appreciation for your efforts, with best personal regards,

Very truly yours,

WWL:M
Encls.


Wm. W. Lovett, Jr.

WM. W. LOVETT, JR.
EDWARD HERVEY
JOHN McC. SCOTT

Appraisal fee

LOVETT, HERVEY & SCOTT
ATTORNEYS AT LAW
910 SECURITY TITLE INSURANCE BLDG.
530 WEST SIXTH STREET
LOS ANGELES

TELEPHONE
TRINITY 2004

July 24th, 1928. 

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

Dear Colonel:

Your letter of July 19th received.

You are correct that the offer made to you was for all of the Canfield interest. This interest has never been encumbered by us and as I understand it, no encumbrance has ever been placed against any of the property by you. Therefore, the offer would be for the unencumbered Canfield interest. As to the property being free and clear of encumbrances in the sense that that term covers restrictions, easements, rights of way and various other such matters, you, of course, know that the title has been held by the trust company in San Diego and the same has never been encumbered by us in any way. The title which we would offer would be the same title that the trust company now holds and, of course, in its present condition since the Canfield Estate has never had anything to do with the management or control of the property. I had thought perhaps that a simple method of transferring the property would be to turn over to you all of the interest in the trust which would obviate the necessity of title search at this time. However, I have no objection to having the title brought down to you and the trust terminated at the time of sale. I presume that the trust company has received whatever compensation it is entitled to and that bills for such compensation have been sent to you. If not, I should very much appreciate knowing what the obligation to the trust company is as I should hesitate to assume any very large amount.

Trusting that this will be satisfactory for your purposes and again thanking you for your many past courtesies.

Very truly yours,

Wm. W. Lovett Jr.

WVL-R

Los Angeles, Cal., June 25, 1921

Col. Ed Fletcher,

San Diego, Calif.

My dear Fletcher:

Thanks very much for your favor of June 22d regarding the Pine Hills matter.

I want you to know that we all very much appreciate your looking after the Pine Hills land but my only anxiety has been to get the matter cleared up in a business-like way. We are not anxious to sell the land and I think the best way to properly compensate you for your services in the matter is to work out some such scheme as you suggest, whereby we convey to you 120 acres of land. We, therefore, accept your proposition and will endeavor to agree with you on the legal description after a visit to the property. If you will make a note of it any time that you are able to go up and let me know, I will come down as I am rather anxious to see the property again.

Very truly yours,

J. M. DANZIGER

JMD:g

San Luis Rey

February Eighteenth,
1 9 3 0

Mr. W. W. Lovett, Jr.,
910 Security Title Ins. Bldg.,
Los Angeles, Calif.

My dear Mr. Lovett:

The Oceanside Mutual Water Company, during the year 1929, delivered to its consumers 78,057,600 cubic feet of water; in 1928 they delivered, 59,210,678 cubic feet; in 1927, 48,179,200 cubic feet.

The loss in transmission and evaporation must be at least 15%. On our Cuyamaca system the loss was 30% including evaporation thru the flume line. I think a 20% loss would be nearer right.

You can figure on this basis whether or not the Oceanside Mutual Water Company are taking in excess of their amount of water or not.

Please have your engineer figure it out and give me a report.

I am getting a report from the city of Oceanside as to the amount of water they are taking.

You will be glad to know that we have eliminated the most dangerous man in the Board of Directors of the Oceanside Mutual Water Company and in the near future I hope to submit a definite program for you on a long term payment selling the entire property to the Oceanside Mutual Water Company.

I feel that you are making a mistake in allowing the city of Oceanside to continue pumping. I feel that a suit should be filed immediately and let them know that you mean business. Think it over.

Yours very truly,

EF:AK

W. W. Lovett, Jr.

July Twenty-third,
1 9 3 1

Mr. W. W. Lovett, Jr.,
910 Security Title Ins. Bldg.,
Los Angeles, Calif.

My dear Mr. Lovett:

The boys at Oceanside are anxious to hear and hope you will be able to get a letter down soon on the San Luis Rey water matter to the city of Oceanside.

Yours very truly,

EF:ASK

LOVETT, HERVEY & SCOTT
ATTORNEYS AT LAW
910 SECURITY TITLE INSURANCE BLDG.
530 WEST SIXTH STREET
LOS ANGELES

WM. W. LOVETT, JR.
EDWARD HERVEY
JOHN McC. SCOTT

TELEPHONE
TRINITY 2604

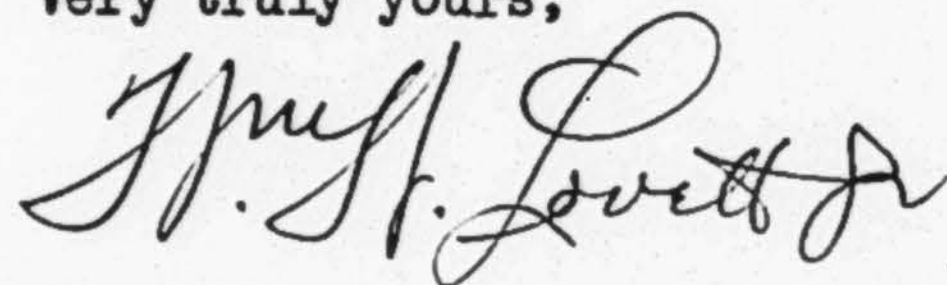
July 24th, 1931.

Colonel Ed Fletcher,
1020 Ninth Avenue,
San Diego, California.

Dear Colonel:

Enclosed herewith please find letter authorizing you to make tentative offer to the Trustees at Oceanside. My thought is that you could best protect us in the matter by delivering a copy of the enclosed letter, since the offer would then not be in such form that they might accept the same prior to the time that the details were worked out.

Very truly yours,



WWL-R
encs.

LOVETT, HERVEY & SCOTT
ATTORNEYS AT LAW
910 SECURITY TITLE INSURANCE BLDG.
530 WEST SIXTH STREET
LOS ANGELES

WM. W. LOVETT, JR.
EDWARD HERVEY
JOHN McC. SCOTT

TELEPHONE
TRINITY 2604

July 24th, 1931.

Colonel Ed Fletcher,
1020 Ninth Avenue,
San Diego, California.

Dear Colonel:

After having had several conversations with the Spaldings relative to the sale of water rights to the City of Oceanside, we have come to the conclusion that the only basis upon which we can proceed other than a direct sale to the City, which is out of the question, would be as follows:

A sale to them of the right to erect pumping plants on our property and the right to take at \$1750.00 per miner's inch, defined as 1/40th of a cubic foot per second continuous flow, of such water as they may now need, but not less than sufficient to make an initial payment of \$50,000.00. In addition, we would grant options to purchase additional rights at the same price per inch, each year, for such amount as they might desire but not less than \$25,000.00 worth per year until such time as they had paid us the sum of \$250,000.00, after which time the balance of our rights and properties could be acquired by them for the sum of \$100,000.00. It would be understood that in the event that they should fail to exercise the option to take at least \$25,000.00 worth of rights in any one year, all the balance of the options should immediately cancel and terminate. It should further be understood that this right would be granted not only to property owned in fee by us but likewise as to property as to which we own the excess water rights and which might be purchased or leased by the City from the fee owner. The rights which we would grant would necessarily be subject to conditions, restrictions, reservations and rights of way now of record. *There should be some time limit to the options say six or seven years.*

You are authorized to submit the proposition to the Trustees with the understanding that in the event that the general plan as outlined is satisfactory to them, we will submit a formal offer so soon as the details thereof can be worked out.

I realize that this offer does not meet with their desire for instant relief. However, I have come to the conclusion that I cannot safeguard my clients and at the same time make an attractive, temporary proposition to the City of Oceanside.

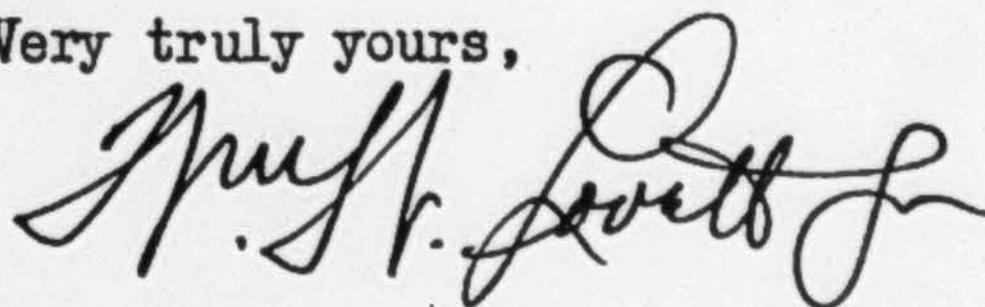
The amount which the City would be required to pay under the above proposition would be well within their bonding limit and the proposition has the added advantage of permitting them to test the source as they proceed to take more water and would not obligate them to take the whole thereof in the event that they should find from experience that their needs were met with a less amount of water or that they were unsatisfied with the quality or quantity thereof.

Please be sure in discussing this matter with them that they understand that the question of maintaining meters to determine quantity of water taken by them and the amount of land which they could occupy for pumping purposes with the exercise of each successive option, and such similar matters, will have to be worked out between us, but in this respect I anticipate no difficulty whatever because of the fact that they will undoubtedly want to progress up the Valley going only so far as they may determine necessary to acquire each additional supply of water.

The reason you have not had this offer prior to this time is that I have been extremely busy and I felt it necessary to check the legality of the proposed plan and likewise the proposed leasing plan which was discussed at the time of our meeting. I find that the leasing plan is subject to grave question but that this plan would be satisfactory.

With best personal regards.

Very truly yours,



Spaulding

July Twenty-fifth,
1 9 3 1

Mr. W. W. Lovett, Jr.,
910 Security Title Ins. Bldg.,
Los Angeles, Calif.

My dear Mr. Lovett:

Enclosed find copy of agreement that Mr. Maxey agreed to sign but ran our friend, Mr. McKeenan up at Oceanside and without Maxey's knowledge I had one of my stenographers take down the conversation in short hand.

Maxey followed McKeenan's advice and did not sign it, taking a copy with him and he telephoned me today that he would be in town Monday or Tuesday. He intimated over the telephone that by paying a couple of thousand dollard down he will be ready to close with us next week Monday or Tuesday.

I am sending this letter today so you will know what the situation is.

I know Maxey is hard up.

After reading this will you kindly give me a ring?

My opinion is that after getting a copy of your letter to me on the water question the city of Oceanside will be more than anxious to buy Maxey out and will do everything possible to keep us from acquiring the property.

Yours very truly,

EF:ASK

July 25, 1931.

Mr. Wm. W. Lovett, Jr.,
910 Security Title Insurance Bldg.,
Los Angeles, California.

My dear Lovett:

Answering yours of July 24th, I have submitted copy of your letter, without comment, to Mr. McKeenan, asking him to take the matter up with the Trustees. We must have McKeenan on our side, if possible, and being chairman of the Water Committee of the Chamber of Commerce I thought it would be better to let him present it to the Trustees.

I have asked for a conference at an early date.

Not hearing from you the Board of Trustees became impatient and verbally tied up Mr. Maxey under an option to sell his land and put wells on the property immediately under an option to develop the water first. Maxey agreed to give us the option to take the whole 80 acres instead of the 40 that the City of Oceanside wants, at \$150 an acre. Maxey verbally agreed to give me this option for sixty days and take the \$200.00.

When I telephoned you the option had not been dictated. Later he insisted upon allowing the City of Oceanside to go in and put down any test wells they wanted but take no water off of Maxey's place and I put that in the option, believing it would be a good thing to let them put in any wells they desired so long as the agreement was drawn up protecting our interests and so long as they pumped no water. Maxey agreed to this and went out, came back a little later and had a talk with McKeenan over the telephone from this office, and then decided he would not sign now but would come back again today, so you see things are moving fast.

I tried the best I could to get him to sign up and he said he owed certain obligations to Mr. McKeehan and it would hurt his feelings.

I will report to you later if he comes back and signs the option.

Yours very truly,

EF:KLM

Spaulding

July 29, 1931.

Mr. W. W. Lovett, Jr.,
910 Security Title Insurance Bldg.,
Los Angeles, California.

My dear Mr. Lovett:

Mr. Maxey telephoned that he had been offered \$6,000 for the 40 acres on the North, that he did not care to sell the other 40 acres, and wanted at least \$2,000 down so he knew it was a sale. I told him to go ahead and sell to the City of Oceanside as I could not get you over the phone. They reported you out of town until Saturday.

My suggestion is that you be prepared to file a suit to determine your rights, just as soon as they commence pumping from Maxey's land, and try to get an injunction forcing them to put up a bond.

Yours very truly,

EF:KLM

Franklin

August Twentieth,
1 9 3 1

Mr. W. W. Lovett, Jr.,
910 Title Insurance & Title Bldg.,
Los Angeles, California.

My dear Mr. Lovett:

A few weeks ago I suggested to the Oceanside Mutual Water Company that they do not build the dam but take water from us from the San Luis Rey River. I told this to one of their directors, a personal friend, some time ago.

My opinion is they could save money by so doing, providing I could get you to put in a plant. We need volume to show profits from the beginning in the operation of the plant.

Today my friend, Mr. Hart informs me that they are interested; that the building of the dam is very expensive and I will hear from the Mutual Water Company as to whether they are officially interested and how much water they will take.

My suggestion is to be careful what you write McKehan until we get the whole picture and I know it is only a matter of time when they will either organize a district as I have already told you, taking over your whole water interests in one organization and take bonds for it or become a private corporation and sell only to three or four individuals and make it a revenue producing proposition for the estate.

Mr. Hart, one of the directors, went so far as to say that he felt it might be advisable for the water company to abandon their plant.

A Deisel engine will produce the water for half the present cost by electricity.

I will be glad to go in to this matter with you at any time it suits your convenience and will have something definite for you shortly.

Yours very truly,

EF:ASK

Paulding

August Twenty-fourth,
1 9 3 1

Mr. W. W. Lovett, Jr.,
910 Security Title Ins. Bldg.,
Los Angeles, California.

My dear Mr. Lovett:

Enclosed find copy of letter from H. Kressman, President of the Oceanside Mutual Water Company.

It would seem to me here is a splendid way out to sell water both to the Oceanside Mutual Water Company and the city of Oceanside. You would not become a public utility.

When I was with the San Diego County Water Company we got a legal opinion that a corporation could remain a private water company unless they sold to more than four or five individuals. We went before the State Railroad Commission of California and they gave us a clean bill of health that we were not a public utility when we sold water to the Vista Irrigation District and Escondido Mutual Water Company.

My suggestion is that you form a corporation and only have three or four customers,

- First. Oceanside Mutual Water Company.
- Second. City of Oceanside.
- Third. (When the time comes) San Luis Rey Mutual Water Company

embracing all of your lands. That would only give you three customers.

I have been working hard to get some one to put all of your land in to alfalfa and have one or two prospects but I believe this plan would work much better.

We could put in a Diesel engine pumping plant and develop the water much cheaper than by electricity. I put in one pumping plant at El Monte plant on the Cuyamaca System which pumps six million gallons of water a day successfully and have put in thirty or forty plants.

I am sure I can be of service in this matter and with your approval I would be glad to come up and have a conference with you and Mr. Spaulding at any time with suggestions that I believe will be of interest.

I would like also to bring my superintendent, Mr. Harritt, one of the most practical men in the county who will also have many valuable suggestions to make.

What is your pleasure in the matter?

Yours very truly,

EF:ASK

Spaulding

September 3, 1931.

Mr. W. M. Lovett,
910 Security Title Insurance Bldg.,
Los Angeles, California.

My dear Mr. Lovett:

Confirming my telephone to you at Santa Barbara yesterday, will say Mr. Kressmann, president of the Oceanside Mutual Water Company, and Mr. Hart, one of the directors, called on me here yesterday.

They are interested in buying, first, all of your holdings; second, you putting in a pumping plant and furnishing 350 California inches of water, not 250, paying a reasonable sum for the extra 100 inches, and delivering it at a certain elevation, say around 500 feet, or at the present pumping plant south of the paved highway. Third, buying 100 inches more water and developing it on the land south of the paved highway, and giving back to you the right to put down any wells and pump north of the highway.

This would leave you in nice shape to sell the rest of the water rights to Oceanside, also reserving lands and enough water for the lands that you own.

A year or two ago, when negotiating with Mr. Kressmann they offered you \$100,000 for the land and water rights, so Mr. Kressmann tells me, or \$25,000 just for the right to develop 100 inches south of the highway. I have now got them to agree to pay \$35,000 for the right to develop 100 inches south of the highway, and I believe they will come to \$40,000 or possibly \$50,000 cash.

Then, if you can sell the rest of your rights north of the highway to the City of Oceanside on a term contract, reserving enough water for your lands, your game would be immediately thereafter to go ahead and put those lands into alfalfa, even tho you gave free use of the land for the first two years. This alfalfa land would sell for at least \$500 an acre. I already have one big dairyman considering the proposition, with the idea of submitting you something for your consideration.

What is the best line of procedure, do you think?

Yours sincerely,

EF:KLM

Spaulding

8

September Seventeenth,
1 9 3 1

Mr. W. W. Lovett, Jr.,
910 Security Title Ins. Bldg.,
Los Angeles, Calif.

My dear Mr. Lovett:

Confirming our telephone conversation today and yesterday, after my conference with Mr. Kressmann, I am sure, under your guidance that a way can be worked out to deed say 200 to 250 acres of land to the Oceanside Mutual Water Company and take back a trust deed for a period of years reserving to you all water but 100 inches and the 200 inches heretofore given the Oceanside Mutual Water Company, they to pay \$5000 as a minimum for the first five years; \$10,000 for the next five years and \$15,000 a year thereafter on say a 49 or 99 year contract.

Kressmann only wanted to give \$2500 for the first five years but I am sure he will recommend \$5000 a year for the first five years and \$10,000 for the next five.

I am checking up on the Oceanside Mutual Water Company as to its responsibility along the lines you mentioned today.

I am enclosing copy of letter written by you under date of April 14, 1928 and the reply of the Oceanside Mutual Water Company of May 5, 1928 that may interest you.

I was so sure that you were right that I stood my ground and told Kressmann, Hart and Frazer, the engineer, yesterday that it was not so that you had never offered to license to them 100 inches of water and deed 250 acres for an additional \$7000. I got copies of these letters thru the mail this morning.

This is the reason it makes it so hard for me to make an outright sale to them for they have an idea

in their head that they were going to get a license to pump a hundred inches of water at \$250 an inch and buy 250 acres more making \$32,000 and they would not consider today, in my opinion, paying over \$40,000 or \$50,000 for what they were offered for \$32,000 three years ago.

The plan I have suggested, if you are interested at all will give you, after five years interest on \$160,000 per annum providing the water is there.

This relieves you of a responsibility guaranteeing the water and a settlement with the Oceanside Mutual Water Company will make it so much easier for me to make a better settlement with the city of Oceanside.

I am arranging a meeting with the city council of Oceanside in the very near future.

The Oceanside Mutual Water Company are desirous of quick action and Hart rang me up again today from Carlsbad so please give me as quick a reply as you can.

The matter seems to have been left in Mr. Hart's hands, by Mr. Kressman, more than ever before. He is the general manager for the South Coast Land Company in San Diego County.

It will be easier for Hart and I to get together quickly then come up and bring you and Kressmann together.

It goes without saying that I will not do anything to obligate you in any way.

Yours very truly,

EF:ASK

8

Spaulding

September Twenty-fourth,
1 9 3 1

Mr. W. W. Lovett, Jr.,
910 Security Title Ins. Bldg.,
Los Angeles, California.

My dear Mr. Lovett:

I have had a good laugh over McKehan, the fellow you had the round up with, the president of the First National Bank of Oceanside who thinks he runs and owns the town.

The city of Oceanside are desirous of holding a meeting as early as possible to talk over the water question along the lines we discussed.

Charley Marks, one of the city councilmen just informed me that McKehan had given instructions to Mr. Claysen, the attorney, to get in touch with you and arrange for a meeting when you could be present.

I told Marks that you were out of the city; that you had authorized me to have a conference with the city council and submit a tentative proposition subject to your approval along the lines that we agreed on, ie, a royalty of so much a thousand gallons.

Personally, I think it is better for you to let me have the preliminary negotiations, draw them out, get the best plan possible, working it out with them and submit it to you for your and Mr. Spaulding's final approval but I will be glad to have you sit in to a meeting if you have changed your mind and prefer so to do.

I have had a nice talk with Mr. Hart, a director of the Oceanside Mutual Water Company and one who has been very friendly to us in every way.

I told him I would recommend to you the following:

\$5000 a year for the first five years; \$10,000 a year for the next five years and \$15,000 a year thereafter having the right to take out of the soil a hundred inches of water. You reserving all the rest excepting the hundred inches heretofore granted and the hundred inches to be taken. That you would deed them some lands on which to develop this water, reserving the balance of the water. The location of the land to be mutually agreed on. The price of the right to develop water to be $1\frac{1}{2}\text{¢}$ a hundred cubic feet and if they used in excess of \$5000 worth the first five years they paid at the rate of $1\frac{1}{2}\text{¢}$ a hundred cubic feet for same. The responsibility of taking this water out of the soil to rest on the Oceanside Mutual Water Company.

They will probably want a deed to about 150 acres of land and we have asked them to take the land to the north of the highway and the easterly part so that we can make our arrangements to turn over to the City of Oceanside the westerly portion nearest their wells.

On your arrival in Los Angeles kindly telephone me.

Mr. Kressman is going away for some time next Monday. There is a meeting of the Oceanside directors before then and there is a desire on the part of Mr. Hart to get some kind of tentative commitment from the directors if they are interested and I will know by Saturday or Monday at the latest from Mr. Hart whether anything along this line gets their approval or not.

Mr. Kressman may be gone for a month and if we can get a tentative plan outlined of what the Oceanside Mutual Water Company will approve that is satisfactory, during the next month we can be preparing the contract and have it ready for final action on Mr. Kressmann's return.

With kind personal regards,

Sincerely yours

LF:ASK

Spaulding

October First,
1 9 3 1

Mr. W. W. Lovett, Jr.,
910 Security Title Ins. Bldg.,
Los Angeles, California.

My dear Mr. Lovett:

I thought we had a splendid meeting at Oceanside yesterday.

Our offer of furnishing water at $1\frac{1}{2}\text{¢}$ a hundred cubic feet with a minimum of \$2500 a year on a five year contract, I don't see how they can refuse.

Mr. Hart rang me up this morning to say that the Oceanside Mutual Water Company are having a meeting on the 20th of October to discuss the matter of paying $1\frac{1}{2}\text{¢}$ a hundred cubic feet up to a hundred inches with a minimum of \$5000 a year for the first five years and 10,000 the second, thereafter 15,000 a year in perpetuity.

It is just a suggestion that I told them I would recommend to you. No commitment of any kind.

They, of course, taking the water out of the ground on their own responsibility, you guaranteeing nothing and it may involve the deeding of 150 acres of land so that you can get rid of paying taxes on some of your worst land.

Hart is going to find out what the reaction is from the city of Oceanside and let us know. He says his attorney has given a written opinion that the Oceanside Mutual Water Company can take any water out of there they want to so long as it does not interfere with the prior rights as recognized by the Oceanside Mutual Water Company and South Coast Land Company, in its agreement with the City of Oceanside, assuming, of course, that they get your permission first.

I have every reason to believe we are going to get for the Spaulding Estate from at least \$7500 a year revenue for water for the first five years, \$15,000 for the next five and \$20,000 or \$30,000 thereafter retaining the ownership of the water and enough water as will be necessary to irrigate the lands south of the railroad.

I get a great deal of pleasure working with you in trying to work this out to the advantage of the Spaulding Estate.

As to my compensation when we have accomplished something I will leave that entirely to you and Mr. Spaulding.

With kind personal regards,

Sincerely yours,

EF:ASK

CONVERSATION BETWEEN ED FLETCHER

AND WILLIAM LOVETT

October 7, 1931

Lovett - I talked with the Spauldings and they are ready to approve the proposition which we made the other day to the people of Oceanside.

Fletcher - Good work.

Lovett: I thought I had better call you as I will be in Santa Barbara tomorrow and the next day and I wanted you to inform them that they can consider that proposition as an offer.

Fletcher - Yes.

Lovett: Have you had any reaction from them?

Fletcher - Only good. I have it from underground source that it is mighty fine.

Lovett: Attractive to them? Tell them what I said has been approved.

Fletcher : Fine

Lovett: I think I stated the offer.

Fletcher - I will put it in that way, that the plan as outlined has been approved.

Lovett: With the exception of working out the details. You think it is going to work?

Fletcher: Yes, quicker with the other crowd. They meet on the 20th.

Lovett: After the 14th or 15th I will have a little free time. I don't think the other crowd are in such a good position as they think they are.

Fletcher : The Oceanside Mutual Water Company?

Lovett: I think their contract is probably binding on them.

Fletcher: That they cannot get any more water from there without the consent of the city of Oceanside?

Lovett: I don't think there is any limit on them except that they are secondary takers. I think the contract almost binds them and restricts them as to what they do in the future.

Fletcher: That the city of Oceanside has the paramount right if there is a shortage of water and the secondary right is owned by the Oceanside Mutual Water Company as to their past 200 inches or anything they take in the future.

Lovett: There is one little question here, Colonel. The question is, now you know my attitude that the taking by our tenants would be taking as a matter of law. I want that to be recognized in anything I do with Oceanside. I will work it out in such a way it won't block them. I don't want them to get any reaction which might make them feel that by making a contract with the city we would not be establishing any rights. We are going to work that in.

Spaulding

CONVERSATION BETWEEN ED FLETCHER
AND WILLIAM LOVETT

October 7, 1931

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Appulderry

October Twelfth,
1 9 3 1

Mr. W. Lovett, Jr.
910 Security Title Ins. Bldg.,
Los Angeles, California.

My dear Mr. Lovett:

From George McKeehan's talk over the telephone I could see he is going to Jew us down on the minimum amount of \$2500 a year and if possible, cut us down to 1¢ a hundred cubic feet. He is trying to be smart.

He controls the daily paper in Oceanside. I am taking it daily and will read it religiously. I have had my friends up there watch the paper and not a word has been said about these negotiations.

I don't trust McKeehan. I know too much about him and his methods. He just made a damn fool of himself before the Board of Supervisors on tax matters and he has a rule or ruin policy. The Oceanside people dislike very much the secretive methods of McKeehan and tactics. They want to have something to say about the water question and don't propose to let the town be run by one man.

I get my information from Brodie, the county assessor, Dr. Reid, one of Oceanside's most stable citizens and Hart, Manager of the South Coast Land Company.

The time has come to let the people of Oceanside know what is going on and put brother McKeehan "on the spot". I think I had it done in a nice way.

Enclosed find clipping in Saturday's paper coming from Oceanside that is explanatory and hope meets with your approval.

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We want to smoke McKeehan out now, just as far as we can and his city council. McKeehan is President of the First National Bank, the mayor is a director and owes money to McKeehan, also two of the council. On the other hand, you know McKeehan's attitude. It is one of hostility, believing as he does, that the city of Oceanside can take water out of that river and nobody can stop them. McKeehan had the city council believing all of this stuff.

I was sorry you was not there when I took the State Engineer, Mr. Hyatt, there for a dinner and a conference. There were eight or nine of them present including four councilmen, the mayor, Dr. Reid and Brodie.

McKeehan asked the state engineer, Mr. Hyatt, if it was not true the city of Oceanside could go and take the water irrespective of anybody. Hyatt answered, "Yes", "but you must pay for it." McKeehan said, "do you mean to say that Oceanside has no rights to the waters of the San Luis Rey River?" Hyatt answered, "No, not that I know of. Oceanside is out of the San Luis Rey water shed but you have the right to condemn." McKeehan said, "that is what I mean." Hyatt answered, "you can condemn but you will have to pay the damage." McKeehan asked, "what damage?" Hyatt said, "you will have to pay for the value of the water, whatever the court decides. Of course, this does not apply to the water you already have put to beneficial use and had five years possession of but any further supply.

This was a knock out and the city council then commenced to see new light. They immediately wired Mr. Clayson, after that meeting, and you and I have weakened McKeehan's influence with the whole bunch by showing him up.

Now, I don't want to see the city of Oceanside start to pump water from the Maxey property and you start in with your litigation until we have put this thing squarely before the people of Oceanside and get a vote on it by referendum.

I would like nothing better than to go right up to the city of Oceanside and hold public meetings

and show up McKeehan and his domination of the city council if they turn this proposition down. I am sure I can win on a referendum vote by a large majority and it will be the best thing in the world to stop litigation both for the city of Oceanside and the Spaulding estate.

I wrote this article and had it come from Oceanside to put McKeehan "on the spot", in as nice a way as possible. I am sure it will be copied by the Oceanside papers.

Of course McKeehan doesn't know that I did this but we will know very soon whether or not the city of Oceanside is going to take favorable action on it and Dr. Reid and a bunch of them are ready to go to the bat to protect Oceanside's future water supply and accept our proposition without litigation.

Hart of the South Coast Land Company was in to see me again Saturday and told me that he had figured out that the maximum amount at $1\frac{1}{2}\%$ a hundred cubic feet that they should pay for is \$11,700 a year while we had a minimum of \$15,000 a year after ten years.

They have their meeting on the 20th of October, the Oceanside Mutual Water Company, and my opinion is that if you want to we will be signed up with them first.

I have changed my mind and believe the quicker we sign up with the Oceanside Mutual Water Company the quicker the city of Oceanside will sign up with us to protect their rights and Oceanside will be asking us for a permanent contract and a vote of the people in the mighty near future being jealous of the Oceanside Mutual Water Company and such new rights as they may acquire.

There is only one sticker on the Oceanside Mutual Water Company. He is vice president and a stockholder of McKeehan and under McKeehan's influence. McKeehan, thru him, has been trying to run the Oceanside Mutual Water Company and failed.

McKeehan is very jealous of his rights but he will get fooled for the Oceanside Mutual Water

Company will not listen to him.

Of course I don't want McKeehan to know that I inspired this newspaper article..

Within the next thirty or sixty days we should force the city of Oceanside to say "Yes" or "No" and then put it up to a referendum vote of the people.

I have many friends in Oceanside and they know that I have been very succes ful in wat r development. I have been fighting their battles against the Santa Margarita Ranch and if worse comes to worse, we will carry the election in Oceanside and make McKeehan like it.

In the meantime, I have given him a little soft soap in the article.

Hoping the article will not alone put him "on the spot" but make him feel good and give us some quick action.

Yours very truly,

EF:ASK

CLASS OF SERVICE DESIRED	
DOMESTIC	CABLE
TELEGRAM	FULL RATE
DAY LETTER	<input checked="" type="checkbox"/> DEFERRED
NIGHT MESSAGE	NIGHT LETTER
NIGHT LETTER	WEEK END LETTER

Patrons should check class of service desired; otherwise message will be transmitted as a full-rate communication.

WESTERN UNION

NEWCOMB CARLTON, PRESIDENT

J. C. WILLEVER, FIRST VICE-PRESIDENT

1206 A

CHECK
ACCT'G INFMN.
TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

November 17, 1931

Paulson

MR. W. W. LOVETT, JR.
910 Security Title Ins. Bldg.,
Los Angeles, California

KRESSMAN FEELS MINIMUM THIRTYFIVE HUNDRED A YEAR BUT PAYING ONE AND A HALF CENTS HUNDRED CUBIC FEET FOR WATER DEVELOPED BY COMPANY FAIR PROPOSITION AM SATISFIED THEY WILL PAY FIVE THOUSAND MINIMUM AFTER FIVE YEARS HE INSISTS FIFTY DOLLARS AN ACRE FOR LAND ALL THAT SHOULD BE PAID GOOD BAD AND INDIFFERENT BUT I FEEL SURE WILL PAY SEVENTYFIVE TO A HUNDRED IF FORCED SO TO DO HAVE TOLD HIM WILL HAVE DEFINITE PROPOSITION TOMORROW

Chg Ed Fletcher Co.

ED FLETCHER

WESTERN UNION GIFT ORDERS ARE APPROPRIATE GIFTS FOR ALL OCCASIONS

WM. W. LOVETT, JR.
EDWARD HERVEY
JOHN McC. SCOTT

Spalding
LOVETT, HERVEY, SCOTT
ATTORNEYS AT LAW
910 SECURITY TITLE INSURANCE BLDG.
530 WEST SIXTH STREET
LOS ANGELES

TELEPHONE
TRINITY 2604

November 18th, 1931.

Colonel Ed Fletcher,
1020 Ninth Street,
San Diego, California.

Dear Colonel:

Replying to your telegram may I state that Mrs. Spalding will be glad to enter into negotiations for a contract with Oceanside Mutual Water Company whereby they may take water from her properties near Oceanside at the rate of $1\frac{1}{2}$ per hundred cubic feet, with a maximum taking of 100 miner's inches (code inches) and a minimum payment of \$3500 per annum for the first five years, and a minimum payment of \$5,000 after five years. It will be necessary, however, to arrange for a release of the present right, on behalf of the Oceanside Mutual, to jump about from place to place on her property and to limit their taking of water, both present and that contemplated under the contract, to reasonable, definite, specified places. It will also be necessary to work out some form of contract with conditions and provisions designed to protect Mrs. Spalding in connection with payments, all of which details will necessarily rest upon the outcome of our negotiations.

The question of a sale to the Oceanside Mutual Water Company of a portion of the property will likewise have to depend upon the outcome of our negotiations.

I am going to Santa Barbara tomorrow and will be very busy in connection with a law suit there until after the 29th of this month. In the meantime I will do what I can in connection with this deal and after the 29th will take such time as may be necessary to go into it.

Trusting that this will be satisfactory for your purposes.

Very truly yours,

Wm. W. Lovett Jr.

WWL-R

LOVETT, HERVEY, SCOTT
ATTORNEYS AT LAW
910 SECURITY TITLE INSURANCE BLDG.
530 WEST SIXTH STREET
LOS ANGELES

TELEPHONE
TRINITY 2604

November 18th, 1931.

WM. W. LOVETT, JR.
EDWARD HERVEY
JOHN McC. SCOTT

Spalding

Colonel Ed Fletcher,
1020 Ninth Street,
San Diego, California.

Dear Colonel:

Respecting the offer of the City of Oceanside to pay \$15,000 for the excess water belonging to Mrs. Spalding on the forty acres which the City has under option, I have so far been unable to get a definite decision from Mrs. Spalding. We all feel that the offer is unfortunate in that there is no basis for computing values. If the City should take fifty inches, that is one matter; if they should take one hundred, that is another. Furthermore, it is inconceivable, in our opinion, and in the opinion of our engineers whom I have again consulted, that the position of the City would be more than temporarily changed by their jumping to this new site immediately adjacent to their present plant.

We will give the situation serious consideration and will let you know as soon as possible what the outcome is.

Very truly yours,

Wm. W. Lovett Jr.

WWL-R

11115

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Spaulding

December Twenty-second
1 9 3 1

Mr. W. W. Lovett, Jr.
910 Security Title Ins. Bldg.
Los Angeles, California

My dear Lovett:

I feel that we should sign up with the Oceanside Mutual Water Company as soon as possible and hope that you and Mr. Kressman or his attorney can settle things soon. Then it is up to the city of Oceanside to make a contract with us subject to these rights.

Please let me know how you are getting along.

I think the city of Oceanside are getting nervous over the situation and have intimated that they could or would stop the Oceanside Mutual Water Company from any additional diversions but of course that is all bunk.

With kind personal regards,

Sincerely yours,

EF:ASK

P. S. Our 15 year litigation over the paramount rights to the San Diego River water is settled by a compromise with the district.

The Mayor drafted me as chairman to put over the \$300,000 unemployment bond is sue campaign. Enclosed find clippings that may be of interest. Harmony reigns supreme in San Diego for once.

Many happy returns of the New Year to you.

Spaulding

February Nineteenth
1 9 3 2

Mr. W. W. Lovett
910 Security Title Insurance Building
Los Angeles, California

My dear Mr. Lovett:

I have located the certificate of title of the Spaulding Estate and am returning it to you today. It is #191311. Kindly acknowledge receipt.

It is too bad you wont write me to go ahead and sell the land east of the paving from some price reserving all the water excepting a sufficient amount to irrigate the land.

I have a good prospect but it is going to be lost if I don't hear from you and I am also anxious to get that letter from you that you promised me on the Oceanside Mutual Water Company matter.

Will I have to come to Los Angeles and make a date with you bringing you two together. I hope not.

The best thing is to write a letter saying that they should take it all or leave it alone or offer a modification that if su t is brought and you and the Oceanside Mutual Water Company lose the contract can be automatically cancelled.

Better still, if you can see your way clear to let each party pay one-half the cost of litigation.

Yours very truly,

EF:ASK

0118775-

February 25, 1932.

Mr. W. W. Lovett, Jr.,
910 Security Title Insurance Building,
Los Angeles, California.

My dear Mr. Lovett:-

Enclosed find clipping from the Oceanside Blade that is explanatory. Please return to me for my water records.

I regret that you did not write me the two letters that you promised when we last talked over the phone.

I am enclosing copy of letter I have received from Mr. Kressman. Is it not advisable to take some definite action? The City of Oceanside feel agrieved that you have not answered their proposition and in a way I don't blame them.

Shall I come to Los Angeles for a conference and if so when, and let's Kressman and you and I get together. If you could write me a letter that I can show the city trustees of Oceanside, I will make one more attempt to effect a compromise.

By no stretch of the imagination can I see you letting the city of Oceanside pump water out of the Ellery lands or the Macy lands without filing suit.

Yours very truly,

EF/RC

Manhattan
LOVETT, HERVEY & SCOTT
ATTORNEYS AT LAW
910 SECURITY TITLE INSURANCE BLDG.
530 WEST SIXTH STREET
LOS ANGELES

WM. W. LOVETT, JR.
EDWARD HERVEY
JOHN McC. SCOTT

TELEPHONE
TRINITY 2604

February 29th, 1932.

Colonel Ed Fletcher,
1020 Ninth Street,
San Diego, California.

Dear Colonel Fletcher:

X
I have been out of town for the last several weeks and have been so busy with our oil suit that I have had literally no time to take up the water matters. The only impressions I have at the present time are, first, that the Oceanside Mutual Water Company is not particularly serious about dealing with us due to the type of draft which was sent here last; and, second, that the City doesn't know what it wants and seems to be sparring for time. I very much wish that the two of them would get together. If they would do so, a deal could be worked out which would be satisfactory to all of them since I am sure there is ample water for the City's needs and the Oceanside Mutual also. The contract which the City has with the Oceanside Mutual, and which gives the City priority as to the Oceanside Mutual's taking, it seems to me could well be extended to cover additional taking by the Oceanside Mutual.

out
With regard to the sale of the lands across the highway from the river, Mr. Spalding is unalterably opposed to making any sales to the state for institutional purposes. I am sorry I did not get this to you sooner. Mr. Spalding has several friends who have purchased properties in the San Luis Rey and have spent considerable money improving them as homes and stock farms, etc. and he does not feel that he wants to see institutions move into the San Luis Rey.

X
With respect to the suit which you think we should begin against the City, I shall have to take this matter up Friday or Saturday of this week as that will be the last time that I will be in town. I shall probably turn it over to Mr. Scott if the suit seems advisable.

X I am extremely sorry that I am not more readily available for you at this time but you will have to bear with me as the matters upon which I am working are of fundamental importance to us.

With best personal regards.

Very truly yours,

W. S. Lovell Jr

CLASS OF SERVICE DESIRED	
DOMESTIC	CABLE
TELEGRAM	FULL RATE
DAY LETTER	DEFERRED
NIGHT MESSAGE	NIGHT LETTER
NIGHT LETTER	WEEK END LETTER

Patrons should check class of service desired; otherwise message will be transmitted as a full-rate communication.

WESTERN UNION

NEWCOMB CARLTON, PRESIDENT

J. C. WILLEVER, FIRST VICE-PRESIDENT

1206 A

CHECK
ACCT'G INFMN.
TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

March 1, 1932

MR. W. W. LOVETT, JR
910 SECURITY TITLE INSURANCE BLDG.
LOS ANGELES, CALIFORNIA

CAN YOU SEE MR KRESSMAN AND MYSELF ANY TIME FRIDAY OR SATURDAY
NEXT WHAT HOUR

ED FLETCHER

Chg. Ed Fletcher Company

WESTERN UNION GIFT ORDERS ARE APPROPRIATE GIFTS FOR ALL OCCASIONS

CLASS OF SERVICE DESIRED	
DOMESTIC	CABLE
TELEGRAM	FULL RATE
DAY LETTER	DEFERRED
NIGHT MESSAGE	NIGHT LETTER
NIGHT LETTER	WEEK END LETTER

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Chg. Ed Fletcher Company

WESTERN UNION GIFT ORDERS ARE APPROPRIATE GIFTS FOR ALL OCCASIONS

Handwritten signature

March Seventh
1 9 3 2

Mr. W. W. Lovett, Jr.
910 Security Title Ins. Bldg.,
Los Angeles, California

My dear Mr. Lovett:

Under separate cover I am returning map of San Luis Rey Valley showing the ownerships for which I thank you.

Yours very truly,

EF:ASK

Spaulding

March Sixteenth
1 9 3 2

Honorable Mayor & Common Council
Oceanside, California

Attention Mr. J. F. Martin, Mayor

Dear Mr. Martin:

At a conference with Messrs. Hart, Krossman, President of the Oceanside Mutual Water Company, Mr. William Lovett, representing the Spaulding Estate, and myself, it was suggested that Messrs. Krossman and the Directors of the Oceanside Mutual Water Company meet with the Mayor and City Council and Water Committee of Oceanside Chamber of Commerce at an early date.

Some afternoon this coming week excepting Thursday and Saturday is satisfactory to us if it is to you.

On receipt of this could you kindly let me know if you will meet either at luncheon or at 2 P.M. some afternoon this coming week to talk over matters that I am sure are of vital interest to the entire community.

Could you telegraph me at my expense what day and hour will be agreeable and I will extend the invitation to the other parties in interest.

Very sincerely yours,

EF:ASK

Spaulding

March Twenty-fourth
1 9 3 2

Mr. W. W. Lovett, Jr.
910 Security Title Insurance Bldg.
Los Angeles, California

My dear Mr. Lovett:

We are arranging for a meeting soon with the city council of Oceanside and the board of directors of the Oceanside Mutual Water Company with their attorneys.

The Oceanside Blade Tribune on March 19 announces that on the Ellery tract they have completed a well at 302 feet; that it is a 300 inch well while the present pumping plant is 2280 gallons a minute. The city council have authorized putting in a test well as a regular producer. It will be enlarged to carry an 18 inch casing so you see we have a fight on our hands and you might as well make up your mind to go in to court.

The council are highly delighted over the situation and think they have solved the water problem.

Yours very truly,

EF:ASK

WM.W. LOVETT, JR.
HERBERT S. HAZELTINE, JR.

WM. W. LOVETT, JR.
ATTORNEY AT LAW
824 RICHFIELD BUILDING
555 SOUTH FLOWER STREET
LOS ANGELES

TELEPHONE TRINITY 2604
CABLE ADDRESS "LOVJR"

June 25th, 1938

Mr. Ed Fletcher
1020 Ninth Avenue
San Diego, California

Spaulding File

Dear Mr. Fletcher:

"Why on earth did we receive" this
letter addressed to Mr. Fox in an envelope addressed as
the enclosed.

Yours very truly,

Wm. W. Lovett Jr

P.S. Will write you next week
Wm. W. Lovett Jr

June 24, 1938

Mr. Wm. W. Lovett, Jr.
Lovett, Hervey & Scott, Attorneys
824 Richfield Building
Los Angeles, California

My dear Mr. Lovett:

Mr. Wm. W. Lovett, Jr.
Lovett, Hervey & Scott, Attorneys
824 Richfield Building
Los Angeles, California

My dear Mr. Lovett:
Enclosed find copy of letter that I wrote you on
January 18, 1938. Why on earth did you not receive it?

When can I hear from you again, the boys of Ocean-
side are after me. Please give me something definite to
work on.
With kindest regards,
Sincerely yours,

EF/jv

Encl.

Will you please confirm the authority and we will then go
to bat.

By the way, I want to refer you to Application #0815
(San Diego County) Vista Irrigation District, Vista, Calif., for 10.5
c.f.s. from San Luis Rey River. To be diverted in Section 31, T. 10
S.R. 5 W., S.B. 5 & 6. For irrigation and domestic purposes on 14,600
acres. Estimated cost \$125,000. This is mighty dangerous and a pro-
test should be made.

Sincerely yours,

EF/jv

January 18, 1958

Mr. Wm. N. Lovett, Jr.
Lovett, Hervey & Scott, Attorneys
824 Richfield Building
Los Angeles, California

My dear Mr. Lovett:

Confirming telephone conversation, the City of Oceanside are ready to consider our offer now, so their City Attorney Mr. Myers informs me re: acquisition of water, and I want to renew the proposition that we made them before which was as follows:

My dear Mr. Lovett:

1 1/2¢ per 100 cubic feet for what water they use, an annual settlement; the City of Oceanside to pay a minimum of \$3500 a year for the first five years; \$5000 for the next five and \$5000 a year thereafter on a 99 year lease; everything to be at their own expense - we to give them easements for right-of-way. City Officials of Oceanside last Friday and things are ready to put the deal through. I

As regards our compensation, your letter of May 15, 1929 covered this in a general way, but perhaps by mutual agreement we had better revise it so we can get say 20% of the gross receipts as and when they come in. It would help me out tremendously, I am up against the real thing with too much real estate, but if this is not satisfactory, let me know what you think is fair as to compensation. I am still ready to go ahead on your letter of May 15, 1929 if that is the way you want it. We can make the Vista Irrigation District pay well for their riparian rights if they try to take water out of the water shed.

Will you please confirm the authority and we will then go to bat.

By the way, I want to refer you to Application #9215 (San Diego County) Vista Irrigation District, Vista, Calif., for 10.5 c.f.s. from San Luis Rey River. To be diverted in Section 31, T. 10 S.R. 3 W., S.B.B.&M. for irrigation and domestic purposes on 14,600 acres. Estimated cost \$125,000. This is mighty dangerous and a protest should be made.

Sincerely yours,

EF/jv

April 4, 1938

Mr. Wm. W. Lovett, Jr.
Lovett, Harvey
825 Richfield Bldg.,
Los Angeles, California

Mr. Wm. W. Lovett, Jr.
825 Richfield Bldg.,
Los Angeles, California

My dear Mr. Lovett:

For the love of Mike write me a letter and authorize me to take up with the City of Oceanside the matter of a contract for water along the lines originally planned, subject to your final approval as to detail. I had a telephone call from one of the City Officials of Oceanside last Friday and things are ready to put the deal through. I suppose you have over-looked this in the rush.

An early reply will be appreciated.

Sincerely yours

EF/jv

December 11, 1937

Mr. Wm. W. Lovett, Jr.
Lovett, Hervey & Scott
824 Richfield Bldg.,
Los Angeles, California

My dear Mr. Lovett:

Merry Christmas and many of them.

By the way, we are getting the people of Oceanside educated, have had a new election of Councilmen and they are commencing to see the error of their ways. I also talked with the City Attorney Myers and we have agreed it is advisable to take the matter up of selling the Oceanside water rights after the first of the year.

I want your permission to renew the old offer of 1 1/2 a 100 cubic feet, I think it was, with a minimum of \$5,000 a year - they to do all the pumping. Let me know if this is in line with our original proposition.

With kindest regards,

Sincerely yours,

EF/jv

October 29, 1938

Mr. Wm. W. Lovett, Jr.
824 Richfield Bldg.,
Los Angeles, California

Let's Spaulding

Dear Mr. Lovett:

Enclosed find clipping from this morning's Union that is explanatory.

They seem to be going around you and taking the water away from you from above under the riparian law. Are you cooperating with them in this matter? Twice they have asked me to come up and make them a proposition to buy water from you, but I have had no reply to my letters to you.

With kind regards,

Sincerely yours,

EF/jv
Encl.

November 7, 1938

Mr. Wm. W. Lovett, Jr.
824 Richfield Bldg.,
Los Angeles, California

My dear Mr. Lovett:

I am enclosing statement of permits issued to the Fallbrook Public Utility District, Carlsbad Mutual Water Company and the City of Oceanside.

I have had no reply to my recent letters. What are the Spauldings going to do to protect themselves?

With kind regards,

Sincerely yours,

EF/jv
Encl.

Ed Fletcher Papers

1870-1955

MSS.81

Box: 16 Folder: 29

General Correspondence - Lovett, William W., Jr.



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