

Sept. 15, 1916

Mr. Ed. Fletcher,  
C/O The Ed Fletcher Co.,  
920 Eighth St.,  
San Diego, Cal.

Dear Sir:-

My aunt, Mrs. J.F. Vaile, has asked me to write you in connection with her proposed purchase from you of property at Grossmont, and to continue her correspondence with you. She is ready to proceed with the transaction and has made arrangements to obtain the money required.

As I understand her, you proposed that she pay \$500.- down and \$3000.- when title is certified and in her name, and recorded, etc. She desires to change the terms in such a way as to allow her to withhold \$500.- until her gas, water and electric connections are made. Under this plan she would pay \$500.- down, \$2500.- at time of transfer of title, and the final \$500.- at a later date, depending upon developments.

Would this be satisfactory to you? She has faith in you and intends not to worry unduly about securing the gas, water and electricity, but would prefer to make the payment of the last \$500.- correspond in time with the installation of these utilities.

While the first condition named in the specimen deed says the property is to be used for residence purposes exclusively and no building for the conduct of business is to be erected thereon, she judges from her correspondence with you that this clause does not preclude farming for pleasure or profit, by her or her employees. Perhaps the words "except farming" should be added after the words "business of any kind".

E.F. -2-

In the paragraph of the deed, numbered 5, which provides for a single residence only, she presumes this would not prohibit her from having a married couple (Jerry and Margaret, for instance) live in the house with her either temporarily or permanently.

Mrs. Vaile is away on a motor trip this week but I think she is to be gone only a few days. This matter can probably be disposed of now in the very near future, and I hope her suggestions as to terms will meet with your approval.

Very truly yours,

*Roger H. Wolcott*

September 19, 1916.

Mr. Roger H. Wolcott,  
Symes Bldg.,  
Denver, Colo.

Dear Sir:

I am in receipt of yours of September 15th, and contents noted.

The proposition of Mrs. Vaile is rather unusual. You say "until her gas, water and electricity connections are made." I take it from this that she is going to build a home immediately, although you do not say so in your letter. If she is going to build a home immediately on Lot 3 of Mt. Helix, I am willing to leave it this way: That she send immediately \$500; that she pay \$2500 at time of transfer of title; and the final \$500 whenever I shall extend the gas and electricity to her property line of Lot 3, Mt. Helix Subdivision, without any expense to her.

Our water main now runs through the property. I will agree to have both gas and electricity to the property line of Lot 3 Mt. Helix Subdivision within six months from date, or earlier if desired by Mrs. Vaile. If desired, I will have both gas and electricity to the property line of Lot 3 Mt. Helix Subdivision before the \$2500 is paid; but in order to get this done it will be necessary for Mrs. Vaile to sign an agreement to buy electricity and gas from the Gas Company and pay the minimum charge of \$1.50 a month whether she uses it or not. I would not make this agreement to deliver both gas and electricity to the property line if it were not for the fact that Madame Schumann-Heink has let a contract within the last three or four days to build a beautiful Swiss chalet within 400 or 500 feet of the property Mrs. Vaile is buying.

I am satisfied, and it is perfectly proper if in drawing up the deed you insert the words "except farming."

In the paragraph No. 5 of the deed which provides for a single residence certainly nothing would prohibit her from having a married couple live in her house with her, either temporarily or permanently. Neither would we have any objection to inserting a clause that three houses may be built. It might be made in separate deeds - one house on Lot 3 of Mt. Helix Subdivision; one house on Lot 1 and that portion of Lot 4 of Mt. Helix Subdivision that Mrs. Vaile is buying, and one house on Lot 317 of Grossmont. This is at Mrs. Vaile's option as to whether it will be three deeds and three houses

LAW OFFICE OF  
ROGER H. WOLCOTT  
SYMES BUILDING  
DENVER, COLO.

Sept. 26, 1916

Mr. Ed Fletcher,  
c/o Ed Fletcher Co.,  
Box 1412, San Diego, Cal.

Dear Sir:-

I received yours of Sept 19th yesterday, though it doubtless arrived Saturday during my absence from town for the day.

Mrs. Vaile does not bind herself to build before a certain date, but is glad to make a full statement of her plans as follows: to go to California in November next and build immediately a bungalow for Jerry and Margaret somewhere near the point where the former lot line between lots 1 and 4 used to approach Alto Drive. While there in November she also intends to have the plans drawn up for her residence on lot 3 Mt. Helix Sub. , to be built during the summer of 1917, as she wants to take her time on this latter structure and make it highly artistic and representative of her most careful thought.

She considers that in making sure of <sup>having the</sup> gas and electricity extended to the property line promptly she is taking no more than a reasonable precaution in the light of her present plans. I think she told me that if the gas and electricity is extended to the point contemplated on the property line of lot 3, Mt. Helix Sub. it will be near enough for her to take it to the projected bungalow on lot 4. There would seem to be small risk of her not being ready for the gas and electricity by the time it is extended, in the event of her purchase of the property.

About the water question, I was not fully in touch with her attitude when I wrote before. I think the main difficulty with it has been one of expression of thought. If she were buying a tract of farm land in a strictly farming community in Colorado, for example, she would receive stock in an irrigation district or certain water rights would be conveyed in the deed with the land, thus settling the water question for

or one deed, with the conditions as agreed upon by letter.

Part of this property stands in the name of the Grossmont Park Co., a corporation - the balance of it in the name of Ed Fletcher and Warren E. Brooks. All three of us will join in the deed. The Mt. Helix property stands in the name of Warren E. Brooks and Ed Fletcher, as individuals, and Lot 317 of Grossmont in the name of the Grossmont Park Co. You might use the blank form of deed which I sent Mrs. Vaile for the Grossmont Park Co. lot and draw up a new deed covering the property included in the Mt. Helix Subdivision for Ed Fletcher and Warren E. Brooks to sign, and forward to us for our signature.

As stated before, if desired, we will immediately proceed to have both the gas and electric light extensions made immediately without charge to Mrs. Vaile to the property line of either Lot 3 of Mt. Helix Subdivision or Lot 317 Grossmont which she is buying, and have this completed before the final payment for the property is made, but we cannot get these extensions made unless Mrs. Vaile signs a contract to purchase both gas and electricity and pay the minimum rate for the use of same whether she uses it or not.

I hope to have the pleasure sometime of meeting you in San Diego. It is a crime if you do not see our Exposition before it closes the first of January, 1917. I may be somewhat prejudiced in the matter, being a Director of the Exposition, but I do not believe you will ever regret coming, as it is one of the greatest floral and horticultural exhibits the world has ever seen, to which is added the Spanish type of architecture in all the buildings, which is new in the United States.

Very sincerely yours,

F-S

E.F. -2-

good, and this method is no doubt followed also in many sections of California. In buying land at Grossmont she is buying land and land only, in a neighborhood that is chiefly residential, almost as if she were buying in San Diego, and her supply of water is a side issue of the same water company that is furnishing water for domestic purposes, and doubtless domestic users would take preference over irrigators in any emergency.

If there are only a handful of farmers in the Grossmont colony she fears the farming interest might not impress the State Commission as being large enough or important enough to justify a sufficiently low irrigation rate. Your temporary rate for irrigation of about one-eighth the rate charged for water for domestic use seems eminently fair, and if the State Commission is sure to make a similar distinction between the two kinds of use she thinks she could farm at a profit, whereas if the irrigation rate fixed by the Commission should be the same as the domestic or only slightly lower, she could not.

Instead of furnishing filtered water for domestic purposes and cheap ditch water from a different source for irrigation, the water at Grossmont for both purposes all comes from the same reservoirs and goes through the same expensive filtering process, does it not? In Denver, for instance, all the water comes from one company, and a somewhat lower rate is arbitrarily charged for irrigation than for domestic use, but we cannot escape the fact that we are irrigating with pure drinking water, and the irrigating rate cannot be made enough lower than the domestic rate to make farming with city water commercially profitable.

The 3700 acres which you speak of as irrigated by your system are perhaps mostly in El Cajon valley or in some other section where farming is the rule rather than the exception and where the Commission would see the necessity of making a low irrigation rate for the farmers. Is any considerable portion of this acreage at Grossmont?

Maybe the above is no more clearly put than it has been before, but I hope you will see Mrs. Vaile's point,--- whether the State Commission

will be sure to make ample distinction as you do between rates for irrigation and rates for domestic use, and whether after domestic use is satisfied there will always be plenty of low priced water for the irrigationist, even if the population of Grossmont increases greatly.

Grossmont is the cool and comfortable place in which to live, while some hot valley may be the most likely place for farming, and she is trying to combine the two advantages at Grossmont and to obtain assurance that it is practicable. There are plenty of people to take a sceptical view of her plan and to make disquieting suggestions about the possible high price of water, about the need of two inches of water per ten acres (as against the Cuyamaca supply of one inch per ten acres ?), and to remind her that the dam on the San Diego River near Santee is involved in litigation and not yet available as a secondary source of supply for Grossmont, etc., etc. She welcomes reassurance from you on such points, even at the risk of repetition.

Moving one's home from Denver to Grossmont is a big step, and she cannot help giving it the extra careful consideration it merits. She is very enthusiastic over it and her enthusiasm is contagious. The lady with whom Mrs. Vaile took her motor trip two weeks ago has asked Mrs. Vaile to select a good building site for her next time she goes to Grossmont, to cite one case in point.

In connection with the schedule of payments, I expected to find information about the purpose of the preliminary \$500.- payment in the correspondence, so have not inquired before, but in glancing over the letters I do not find it. Is it in the nature of payment for a written option, to be retained by you if she fails to act within a given period and to be returned to her if clear title cannot be delivered, or is it simply an initial payment of part of the purchase price without any additional features?

Mrs. Vaile is ready to have me start drawing up the deed, inserting the words "except farming", but making the entire transfer in one deed instead of three, as the conditions may be made the same either way. Or will two deeds be better, because of the diversity of present ownership? All this of course being subject to her purchasing.

As to the <sup>legal</sup> description of the property, is it sufficient to say "Lot 3 Mt. Helix Subdivision; also that portion of Lot 317 Grossmont; also that portion of Lots 1 and 4 of Mt. Helix Subdivision, San Diego County, California, as per map herewith attached" and not refer to what quarter section it is in nor describe by metes and bounds?

I forgot to ask Mrs. Vaile about agreeing to pay the gas and electricity minimum rate in return for the extensions, and I will inquire and report to you in my next letter.

I would give a great deal to visit the Exposition before Jan. 1, and regret my inability. I had a glimpse of it in November last year, and while I was sorry not to see more, I saw enough so that I can join most heartily with you in praising it.

Sincerely,

*Roger H. Dolcott*

September 30, 1916.

Mr. Roger H. Wolcott,  
Symes Bldg.,  
Denver, Colorado.

Dear Sir:

Answering yours of the 26th, will say that on receipt of \$500, as part payment for the property, I agree within thirty days thereafter to have extended to the property line which Mrs. Vaile is purchasing both gas and electricity. The \$500 is in the nature of a payment for a written option to be retained by me if she fails to act within a given period and to be returned to her if clear title cannot be delivered.

When I agree to furnish clear title I mean that the property will be free and clear of encumbrance excepting the state and county taxes for the year 1916, which I agree to pay, and subject to right of way for water, gas and electric lines.

It will be satisfactory to me to make the final payment of \$3000 within thirty days from receipt of certificate of title showing the property free and clear of encumbrance, together with the written assurance that the gas and electric lines have been extended to the property line.

I am satisfied with Mrs. Vaile's plans to build a bungalow for Jerry and Margaret, and will ask no

further conditions on Mrs. Vaile's part in the matter of the time of construction of her own house.

I am Manager and part owner of the Cuyamaca Water Co., which furnishes water to the entire territory in that section. Our company furnishes the entire supply to the Cities of El and Cajon /La Mesa, each town being within a mile or two of Grossmont; also the City of East San Diego, and we furnish a partial supply to the City of San Diego. Grossmont is not within the boundaries of an irrigation district. The Cuyamaca Water Co. is a public service corporation.

Thirty years ago, the original owners of the system did sell so-called water rights. The State Railroad Commission of California, which has charge of all public utilities in the state, has practically knocked out these so-called water rights - at least to this extent: The original owners of the Cuyamaca Water Co. sold perpetual water rights at a stated annual price for the water. The yearly charge per miners inch, perpetual flow, varied from \$30 to \$60. The State Railroad Commission has stepped in, ignored these contracts, and have established a uniform rate of \$65 per miners inch per year where water is taken from the flume direct and \$70 per miners inch where it is taken from our distributing system. This decision was rendered three years ago. The owners of these private water right contracts had sixty days in which to appeal from the decision of the State Railroad Commission; they did not do so, and have accepted the jurisdiction of the State Railroad Commission.

Another decision of the State Railroad Commission, which was not appealed from by the consumers is that where any con-

sumer does not pay his water bills within sixty days he gets a notice of cancellation; and if he does not pay up within four months thereafter, his entire water right is cancelled. This has been done in many cases on our system.

Another case: There was 150 inches of water rights on our system when we took it over. They were not using the water; had twenty years in which to decide whether or not they wanted to use it, and they were to pay not water charges until they did use it. We refused to recognize these water rights, and have just won out in the Superior Court. The State Railroad Commission and the general public lean toward the idea that the beneficial use of water constitutes the right.

I am making this long explanation believing that you will be interested in this question from the California standpoint. All water under our system is now sold by meter measurement. We have three large reservoirs on Grossmont from any of which water will flow by gravity to this property, and where once water has been put to beneficial use it can never be taken away under our system, so long as they continue to put it to beneficial use and pay their water charges, irrespective of the water right contracts.

The only way that Mrs. Vaile could receive stock certificates would be for a mutual water company to be formed; have the mutual water company purchase our system and then issued stock certificates.

One of the rules of the Cuyamaca Water Co. approved by the State Railroad Commission of California and now in force, is that anyone owning one-half acre or more of land, and who is putting

water to beneficial use is entitled to an irrigation rate. And, as Mrs. Vaile is purchasing five or six acres, there is no question about her getting irrigation rates. As stated before, the State Railroad Commission of California has absolute control of our rates.

We do not furnish filtered water. It all comes from the same reservoirs. No water is filtered on Grossmont. Our water is pumped from the flume into the reservoirs on Grossmont, and comes from the winter flow of the San Diego River; and in the summer from Cuyamaca Lake. It is as good as any water in San Diego County.

The irrigation section under the Cuyamaca Water system practically surrounds Grossmont, particularly to the East and West. I assure Mrs. Vaile that she can have all the water that she wants to pay for. We irrigate 3700 acres, and an inch of water irrigates between ten and eleven acres; and if she wants double that amount, she can get it by paying for it at so much per thousand gallons. If she does not want to take any that is her privilege. She pays for just what she takes.

Do not fail to come to San Diego before the first of the year, and see our Exposition.

Attached hereto is letter from the Farm Advisor, as per your request of September 28th.

Yours very truly,

# Ed Fletcher Papers

1870-1955

MSS.81

Box: 34 Folder: 36

## General Correspondence - Wolcott, Roger



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