

January 8, 1914.

Mr. William G. Henshaw,

Hills Bldg., San Francisco, Cal.

Dear Sir:-

I am drawing on you today for the following amounts:

E. A. Wakhan, \$456.00 due January 1, 1914. *a L Bryan 561*
Bleifus & Roake, principal \$200.00; Interest \$29.17.

This woman needs this money very much and the over-due payment to Bleifus & Roake is \$833.44.

\$375.00 on account of the VanKilsdonk principal.

The balance we can probably get extended for three months.

In the matter of the West payment the release of the mortgage arrives from Los Angeles tomorrow and the money is to be paid here. When I find out the total amount to release, I will draw on you for the same.

Inclosed find statement in full of amounts due and over-due to March 1st. I do not anticipate that you will for months need to make any payments of principal on the following properties: Ferlin, Miller, Woosley, VanKilsdonk, Utt Investment Co. (90 days), Bleifus & Roake (90 days), Ada L. Bryan, Anderson (April 1st).

Yours very truly,

RF-RK

Jan. 8th, 1914.

Mr Wm. G. Henshaw,

San Francisco, Cal.

Dear Sir:

I have drawn on you this day for \$600; \$200 on account of the Tom Carrol option and \$400 on account of the Jim Carrol option. This property we will hereafter call for the sake of identification the "Carrol Reservoir"; it is the one I showed you day before yesterday on the San Dieguito River near Del Mar above the Santa Fe Ranch. Tom Carrol owns the damsite and 360 acres of land, including a fair house, barn, etc. The option on this is at \$60 an acre. We have a ninety day option for \$200.

Jim Carrol owns 737 acres, at a price of \$75 an acre; this ranch is highly improved, with some alfalfa, nice home, small orchard, etc. The terms of both purchases are one-fourth down within ninety days, when deed is secured and balance in one, two and three years with 6% interest net.

We secured this property just in time; a certain party offered to pay the price, paying \$5000 down, \$20,000 within ninety days and all the payments within a year, with the exception however, that \$20,000 of Hollywood property was to be taken in exchange. If you want to do business and acquire this property, I have no hesitancy now in going to both Tom and Jim Carrol and trying to make the exchange, getting them to take some of our other property as part payment. I am satisfied that I can do business on a trade with Jim Carrol. Enclosed herewith find options.
FK
Very truly yours,

Jan. 16, 1914.

Mr. Wm. G. Henshaw,
San Francisco, Cal.

Dear Sir:

Answering your telegram of January 15th will say that I drew on you yesterday for about \$3000 for the Volcan Land & Water Co. pay roll. I can arrange so that there will be no need of drawing on you until the 1st of February for anything else excepting the Henshaw-Whitney Syndicate payments for the final grubbing and planting of the Syndicate lands; also on January 21st you owe Bradbury \$1039.80 interest; on January 25th Mr. Crawford \$196 interest; on January 28th Kelly Investment Co. \$4800 interest. and on February 5th H. N. Cable \$376.25 interest, all of the above being Syndicate payments. unless I hear from you to the contrary I shall draw on you for the above amounts as they become due.

There is a payment on February 1st of \$5000 to J. W. Anderson, but I will see what I can do towards getting it extended. Van Kilsdonk claims he has to have money but I will stay him off anyway until you return.

Very truly yours,

FK

WESTERN UNION

Form 2589

RECEIVERS NO.

TIME FILED

CHECK

DAY LETTER

THEO. N. VAIL, PRESIDENT

SEND the following Day Letter, subject to the terms on back hereof, which are hereby agreed to

Jan. 19, 1914.

Wm. G. Henshaw,
762 Mills Bldg., San Francisco, Calif.

Telegram regarding draft received. Mr Fletcher out of town. Most of this money is for payroll of employees during December. Pay roll should be met by all means. Can let balance of bills go. Can you meet draft for Fifteen hundred to meet pay roll and we withdraw other draft. Rush answer.

Ed Fletcher Company.

WESTERN UNION

Form 2289 K

NIGHT LETTER

THEO. N. VAIL, PRESIDENT

RECEIVED AT

42GS W 54 NL

SANFRANCISCO CAL JAN 29 1914

ED FLETCHER

SANDIEGO CAL

I HEREBY AUTHORIZE YOU AS MY AGENT TO SERVE ANY NOTICES TO QUIT THAT MAY BE NECESSARY TO F S SANDFORD SO THAT I MAY OBTAIN POSSESSION OF THE WARNER HOT SPRINGS BY NOT LATER THAN MARCH FIRST NINETEEN FOURTEEN AND ALSO TO TAKE ANY LEGAL ACTION THAT MAY BE NECESSARY IN THIS CONNECTION

WM G HENSHAW

JAN 30 445A

WESTERN UNION

Form 2589

RECEIVERS NO.	TIME FILED	CHECK
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DAY LETTER

THEO. N. VAIL, PRESIDENT

SEND the following Day Letter, subject to the terms on back hereof, which are hereby agreed to

February 19, 1914.

Wm. G. Henshaw,
762 Mills Building, San Francisco, California

Have not enough money to meet payroll Guyanaca Water Company next Saturday. Murray will not return until March Fifth. Impossible to get any more money before he returns. Wire giving me authority to draw on you for Five Thousand Guyanaca Water Company account.

Ed Fletcher

WESTERN UNION

Form 2589 K



DAY LETTER

THEO. N. VAIL, PRESIDENT

RECEIVED AT
233GS G 33 BLUE

SAN FRANCISCO CAL FEB 21-1914

ED FLETCHER

SAN DIEGO CAL

JUST RETURNED CAN ONLY STAND AT THIS TIME DRAFT FOR TWENTY FIVE HUNDRED THE MIDDLE OR LATTER PART OF NEXT WEEK I MAY BE ABLE TO AUTHORIZE YOU TO DRAW FOR SIMILAR AMOUNT

148

1590

WM G HENSHAW

FEB 22 645PM

Telephone No. 721590
Telephoned to Mr Baylor
8/10/14
By W.S. To be delivered

WESTERN UNION

Form 2259

RECEIVERS NO.	TIME FILED	CHECK
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NIGHT LETTER

THEO. N. VAIL, PRESIDENT

SEND the following Night Letter, subject to the terms on back hereof, which are hereby agreed to

February 20th, 1914.

Wm. G. Henshaw,
762 Mills Bldg., San Francisco, Calif.

I simply must draw on you for Guyanaca Water Company money. Have only Two hundred in Bank and large payroll to meet tomorrow. Can get no money from Murray until his return March Fifth. Please wire authority to draw for Five thousand dollars.

Ed. Fletcher

William G. Henshaw
Mills Building
San Francisco

San Francisco, Cal. Feb. 26, 1914.

Mr. Ed. Fletcher,

San Diego, Cal.

Dear Sir:-

I have received your notice of draft for \$3105.42 on account of the Volcan Land & Water Company and this will be met.

In re Hawgood

In yours of the 19th you say that Mr. Hawgood asked Mr. Hinkok for cost data on the work that has been done to date.

I can see no objections to furnishing him this information, and unless you know of some good reason, would act accordingly.

Yours truly,

Wm. G. Henshaw

WGH

Feb. 27, 1914.

Mr. Wm. G. Henshaw,

San Francisco, Cal.

Dear Sir:

Mr Murray will be here in a few days; and my understanding of the arrangement in the matter of the sale of both the water systems to the city is as follows: that I will get an agreement from Mr. Murray saying the price he wants for his interests in the Cuyamaca system, that you and I will sell at the same relative price, that you will put in your holdings of reservoir sites, dams, riparian rights, rights of way, surveys, etc. for \$1,500,000.00, and any profit over and above the cost of your system and the cost of the Cuyamaca system when sold to the city will be divided between us. If this is your understanding of the arrangement, kindly confirm and give me your suggestions regarding what you think we should require from Mr Murray in the shape of an option.

I am getting along nicely in the matter of showing up the system to advantage; next week I go out with the Water Commission. Am leaving today with the Mayor and three members of the City Council.

Kindly let me hear from you at an early date, and oblige

Very truly yours,

FK

COPY

William G. Henshaw
Mills Building
San Francisco

San Francisco, California
March 2nd, 1914

Mr. Ed Fletcher,
San Diego, Calif.

Dear Sir:

Cuyamaca Water Company

Answering yours of the 27th, I am willing to sell at the same relative price that Mr. Murray may ask for his interest in the Cuyamaca System providing of course that it at least brings me out with a profit.

Yours truly,
William G. Henshaw

William G. Henshaw
Mills Building
San Francisco

San Francisco, Cal. March 2, 1914.

Mr. Ed. Fletcher,
San Diego, Cal.

Dear Sir:-

Cuyamaca Water Co.

Answering yours of the 27th ult. I am willing to sell at the same relative price that Mr. Murray may ask for his interest in the Cuyamaca system, providing, of course, that it at least brings me out with a profit.

I am further willing to sell my water system, including reservoir sites, dams, riparian rights, rights of way, surveys, etc., that I now own for \$1,500,000.00 net to me, and with the understanding that any profit over and above the relative prices of my water system, and the Cuyamaca, will be divided between you and me in equal parts.

Yours truly,

WGH

Wm. G. Henshaw

1911
1912
1913

1914
1915

1916
1917
1918
1919
1920

1921
1922



William G. Henshaw
Mills Building
San Francisco

San Francisco, Cal. March 2, 1914.

Mr. Ed. Fletcher,
San Diego, Cal.

Dear Sir:-

The only thing that I can suggest in the way of the option from Mr. Murray on the Guyanaca, is that the option should be given to you and me to buy his interest (or to you) on the ground that whatever price he states is to be net to him, and we will necessarily have to increase the price to cover the legitimate contract and expenses of effecting any sale.

I feel that this is the wisest way to do, as it makes it absolutely clean cut and relieves us of any trust relationship with Mr. Murray on the ground of being co-owners with him.

Yours truly,

Wm. G. Henshaw

WGH

William G. Henshaw
Mills Building
San Francisco

San Francisco, Cal. March 4, 1914.

Mr. Ed. Fletcher,
San Diego, Cal.
Dear Sir:-

Mr. Henshaw has requested me to obtain from you what receipts I need to complete my list of Syndicate payments.

Kindly obtain a receipt from Kelly for \$700 for the purchase of his barn and scales. I have the Bill of Sale which you sent me some time ago, but in this the price is not given.

Also obtain from E. C. Batchelder a receipt for \$6000 same being for the balance of the purchase price of his 140 acres.

On Dec 9, 1913 you drew on Mr. Henshaw for \$1448.40 on account of the Syndicate land for labor and expenses, grubbing land, plowing, etc. (West Land). Of this amount, \$62.50 was for Supt. Services 3 month, \$70.50 was for "Incidental expenses and auto charges, and \$157.25 was for Barley Seed. I am enclosing you the Morse Construction Company's bill which please have receipted and also send receipted bills for the missing items which I have mentioned.

Also obtain from the Trust Company receipt for the \$16,000 payment made on the West Property and also receipt from them for the final payment of \$54,005.95 showing the mortgage paid in full.

Again you drew on Mr. Henshaw for \$1424.54. I am enclosing this bill which kindly have receipted. Also send receipted bill for the Western Lumber Co. \$18.12, Pacific Wood and Coal Co. \$70.29 and Superintendent Service and use of auto \$137.50.

Again you drew for \$7880.98 made up as follows:

Bradbury Interest	-----	1039.78
Crawford	"	196.00
Kelly	"	4800.00
Cable	"	576.25
Morse Construction Co.	-----	1468.95

Please obtain receipts for all of the ^{first four} above payments and have the bill of the Morse Construction Co. which we enclose herewith receipted. Also obtain from the latter, bills for the seed, Supt. services and use of machine.

WGH

Yours truly,

Wm. G. Henshaw

THE WESTERN UNION TELEGRAPH COMPANY

INCORPORATED

25,000 OFFICES IN AMERICA. CABLE SERVICE TO ALL THE WORLD

ROBERT C. CLOWRY, PRESIDENT

BELVIDERE BROOKS, GENERAL MANAGER

RECEIVER'S No.

TIME FILED

CHECK

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

To

March 7, 1914.

Mr. Wm. G. Henshaw,

Oakland, Cal.

We are ready to furnish water to the City this next week. Am only recommending temporary arrangement from month to month. Will get better prices on temporary arrangements which will help out wonderfully in getting better prices later on. Have meeting with Council Monday or Tuesday. Wire giving authority to make best temporary arrangements possible. This effects only the flood waters which otherwise will go to waste down the San Diego River. Will see Carroll today. Probably can postpone your coming here for a week or 10 days. Wire answer.

Ed Fletcher.

(Night Message)

March 9, 1914.

*Keep these
together
all important*

file

Mr. Wm. G. Henshaw,

San Francisco, Cal.

Dear Sir:

Have just been given a quiet tip that the Gas Company will offer the services of Mr Link free of charge to the Water Commission. When considering our past experiences, this makes my very doubtful. What do you think about it? There may be "a nigger in the wood-pile" there as Spreckels has a big influence on the Gas Co.

I have also had another tip from one of the City Council that Spreckels is "geared to death" that the City will not take Mareno dam and is going to at once bring a proposition on the City to buy Mareno dam now, so that he can have his million and a half dollars of San Diego bonds to help finance the San Diego & Arizona Railroad. This proposition we must fight to a finish.

I have had a wonderful trip with the Water Commission and they all unofficially told me that they felt that the only way to do was to buy the Cuyamaca, the Mareno dam and the Henshaw systems altogether. Now I may as a final resort be able to put thru a deal like this: that the Henshaw system and the Spreckels systems be bought and the Cuyamaca system be leased with an option of buying later on. Kindly confirm our arrangements to this effect: that if this deal is put thru, I am to have half of all that I get above one and a half million dollars and you the other half for

the Volcan Land & Water Company proposition. I do not know how I will handle Mr Murray or how he will stand for this proposition; it will be a hard job for the reason that the Water Commission have asked for a separate proposition on the Cuyamaca system alone. The trouble is that the city cannot stand for enough bonds to include the purchase of all three propositions at one time and somebody is going to get left.

There is no use in your coming down now until Saturday or Sunday. This I have wired you today. Kindly let me hear from you on this subject; in the meantime I will see Jim Murray and see what I can do.

Very truly yours,

William G. Henshaw
Mills Building
San Francisco

San Francisco, Cal. March 11, 1914.

Mr. Ed. Fletcher,
San Diego, Cal.

Dear Sir:-

Answering yours of March 9th. To say the least I think it would be very undignified for the Water Commission to accept the services of Mr. Link free of charge, and I should think that they would especially want to avoid employing anybody that was connected with a Public Service Corporation doing business in San Diego. I think that you are quite justified in fearing "that there may be a nigger in the wood pile."

You suggest that it might be possible that the City would buy the Henshaw System, the Spreckels System, and the Cuyamaca being leased with an option of buying later on. This would be satisfactory to me.

If such a deal is put through within a few months I am willing to accept \$1,500,000 for the property and divide with you anything in excess of said \$1,500,000. But the said \$1,500,000 should in fairness be the price placed upon the property say January 1st of this year, just as I bought half of your interest in the Cuyamaca at the price arranged to be as matters stood on Oct. or Nov. 1st of last year. I think that you will see the equity of this.

As matters now stand I expect to be in San Diego probably Monday of next week.

Why wouldn't it be a good idea to lease the Cuyamaca System to the City for a certain period with the privilege of purchase at some price agreed at this time? In this way we would get a definite value fixed, would get interest on the purchase price, and the City would operate and take care of all betterments and improvements, thus being able to harmonize it with their own system. This I think would be much more satisfactory to the City and also to the owners of the Cuyamaca.

Yours truly,

W. G. Henshaw

WGH

Wall. Bldg. Mary J. [unclear]

March 13, 1914.

Mr. W. H. Metcalf,
San Francisco, Cal.

Dear Sir:

Replying to your favor of the 4th, we
are enclosing receipted vouchers as follows:

\$700 for the purchase of the Kelly barn
and scales.

\$ 6000 from E.C. Batchelder for balance due
on the purchase of his 140 acres.

Receipted bills from the Morse Construction Co
together with attached receipts from Western
Lumber Co., Pacific Wood & Coal Co., and
Back Country Transportation Co.

Two notes of I. de Selm; one for \$61,909.89,
one for \$7156.66, together with a release of
mortgage for the same.

Syndicate
You will find that the \$16,000 payment
made in Los Angeles is endorsed upon the back of this
note. Also enclosed receipt from W.H. Baldrige for
\$1039.78 interest, and M. H. Crawford for \$196.00. If
you will look upon the back of the Syndicate Land Co.
statement for January, you will find the receipt for
\$4800 from the Kelly Investment Co. and \$376.25 from
Herman N. Cable. If you do not find these, kindly let
us know, but we feel very sure that these were forward-
ed to you.

Very truly yours,

MF-K

WESTERN UNION

Form 2589

RECEIVERS NO.

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DAY LETTER

THEO. N. VAIL, PRESIDENT

SEND the following Day Letter, subject to the terms
on back hereof, which are hereby agreed to

March 21, 1914.

Wm. G. Henshaw,
762 Mills Building, San Francisco, California.

Have received Fifty Thousand from Murray. He demands
my signature and my wife as well. He did not send
Fifteen thousand for Cuyamaca Water Company. Have telegraphed
for it and also asked for meeting between you, he, Harroun
and myself in San Francisco Tuesday or Wednesday. Will
you be there. Important we incorporate now or we will
lose fifty to seventy-five thousand if not done before
we apply for revaluation and new rates.

Will wire as soon as I hear from Murray.
How does this fit in with your plans. If Murray wont
advance money I must come up there before he goes to Salt
Lake.

Wire answer.

Ed Fletcher



RIVERSIDE PORTLAND CEMENT CO.

PORTLAND CEMENT, OILWELL CEMENT, CRUSHED ROCK, STONEDUST & LIMESTONE FERTILIZER
MILLS BUILDING
SAN FRANCISCO, CAL.



San Francisco, Cal. March 24, 1914.

Mr. Ed. Fletcher,
San Diego, Cal.

Dear Sir:-

Referring to note dated March 20th, 1914 and signed by the Riverside Portland Cement Company and myself to Alexander Murray for Fifty Thousand Dollars payable one year after date at 8%. I beg leave to say that the signature of you and your wife to said note is purely one of accomodation and you will be held free from any personal responsibility of paying said note by both the Riverside Portland Cement Company and myself.

Yours truly,

WGH

March 30, 1914.

Mr. Wm. G. Henshaw,

San Francisco, Calif.

Dear Sir:

As a basis for determining the amount of lands in each reservoir site to be sold to the city will say that this is my understanding: that in the sale of the property we would deed any land that would be flooded by the construction of the dam 90 to 100 ft in height; the Southerland reservoir, 140 ft; Pamo, 140 ft; and San Clemente 85 ft. The last time you were down here, you agreed with me that any lands mentioned above that we were able to hold back in consummating ^{concluding} the final deal with the city would be considered profit and divided jointly between us.

It is my desire, when this deal is closed with the city, to own with you a half interest in all the rest of the lands that you now control or may control around the Pamo, Southerland, Carroll, San Clemente and Warners for subdivision purposes. Of course, this does not include the Warners Ranch excepting the lands that are adapted to subdivision purposes when the dam is built, and hope you can see your way clear to make satisfactory arrangements with me.

I am going to try and make the city of San Diego accept a height of 80 ft for Warners dam and 130 ft each for Southerlan, Pamo and Carroll. It is going to be

W. G. H.

-2-

hard to change in any way the 85 ft dam at San
Clemente.

Hoping this is satisfactory, I am

Very truly yours,

WGH

POSTAL TELEGRAPH - COMMERCIAL CABLES
CLARENCE H. MACKAY, PRESIDENT

COUNTER No.
TIME FILED

M

TELEGRAM

CHECK

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

7714

DESIGN PATENT NO. 40529

Send the following message, without repeating, subject to the terms and conditions printed on the back hereof, which are hereby agreed to.

37 Gs V 21

1250 pm

San Francisco Calif Apr 1, 1914

Ed Fletcher

San Diego

Your wire as well as one
from Post just received Authorize
you to purchase the one
hundred twenty acres as mentioned

Wm G Henshaw

Phone to Mr Post
2:45 PM 4/1/14
Keenan

COPY

William G. Henshaw
Mills Building
San Francisco

San Francisco, Cal. April 2, 1914.

Mr. Ed. Fletcher,
San Diego, Cal.

Dear Sir:-

Answering yours of March 30th in relation to the heights of dams, etc., I beg leave to say that the only talk that I have heard was that the Warner's dam might be 90 feet. In the talk that I had with you, I stated that if you got the City to accept the land covered by a dam of 80 feet, that the excess I would consider a part of the profit in which you would share equally with me.

Nothing at that time was said about this applying to the Southerland, Pamo, San Clemente or Carroll. In all of these cases I own a great deal more land than could possibly be used or reasonably taken over by any Water Company, and I do not think that it is fair that the lands not taken by the Water Company should be considered as profit. I naturally would expect you to keep the dam sites as low as possible, because you are representing me in the transaction.

As you know that I have always said that when my plans were consummated, that I wanted you to receive a compensation that would enable you to feel that you had been treated fairly at least, if not liberally. The difference merely being that what one might consider liberal, another might consider only fair. I can only reiterate this along the general lines of the transaction, and if the surplus is not sufficient to give you a sufficient compensation, I would feel that I should see that your compensation should be increased. What else can I say in this matter.

Yours truly,

Wm. G. Henshaw

WGH

Mr. Henshaw personally dictated this letter but had to leave the office before it was ready for his signature.

WESTERN UNION

Form 2580 K

DAY LETTER

THEO. N. VAIL, PRESIDENT

RECEIVED AT

320GS G 48 BLUE X

SAN FRANCISCO CAL APRIL 3-19 14

ED FLETCHER

SAN DIEGO CAL

MAKE THE PAYMENTS TO CARROLL AS SMALL AS POSSIBLE AND
DRAW UPON ME FOR THE AMOUNT WIRE ME AS SOON

AS YOU CAN DETERMINE THE TOTAL AMOUNT THAT YOU WILL
NEED ON GENERAL PRINCIPLES AVOID INVOLVING PERSONAL RESPONSIBILITY
IF POSSIBLE MAKE NEXT PAYMENT IN FOUR MONTHS NOT THERE

WM G HENSHAW

427PM

April 4, 1914.

Wm. G. Henshaw,

San Francisco, Cal.

Dear Sir:

Answering yours of April 2nd will say that these riparian rights are located above the Carroll damsite in the upper end of San Pasqual Valley. The river runs for three-quarters of a mile thru the property and the riparian rights can be secured for between fourteen and fifteen hundred dollars. You originally instructed me to get these riparian rights for this money, but my man has been working for six or eight months on it to get it in shape and this is the first time that he has been in shape to deliver the goods. I agreed to purchase these rights and hate to repudiate it, but I would like to have you authorize me to stretch this thing out as long as possible and when it comes to a final showdown, if it is a question of taking it or losing it, you authorize me to draw a draft on you for the money. These are valuable riparian rights at the foot of the grade from Ramona to San Pasqual.

Very truly yours,

EK

April 4, 1914.

Mr. Wm. G. Henshaw,

San Francisco, Cal.

Dear Sir:

Answering yours of April 2nd will say that your letter is satisfactory and I feel sure that you will treat me liberally in the final adjustment of my compensation when your water system is sold to the city.

You have misinterpreted my letter; there was no intention on my part to convey the idea that we were to consider as profit the lands not taken by the city which you own at Southerland, Pamo, San Clemente and Carroll. The only agreement of this kind that you made was in the matter of the Warners. What I want is to buy and own with you a half interest in the lands that you don't sell to the city that surround Southerland, Pamo, San Clemente and Carroll reservoir sites. That matter we can adjust later on if you decide to let me in on these lands after the deal has been made with the city.

Very truly yours,

EK

April 4th, 1914.

Mr. Wm. G. Henshaw,

San Francisco, Calif.

Dear Sir:

Enclosed find clipping which is explanatory.

I regret exceedingly Marston's resignation, but it cannot be helped. I have known it for ten days and begged him to stay on until the question of engineer was settled, to which he agreed. The Commission have agreed to employ Lippincott, and it is now simply a question of compensation to be agreed on. Please note that Marston boosts the game all he can. He has informed me that his influence will be stronger off the Board for me than on, owing to our close relationship, and I don't know but what this is true.

There are ~~two~~ factions here; two of them are friendly to us. One faction wants to buy outright the Cuyamaca and Pamo, Southerland and Carroll reservoir sites, and take a ten-year option on the San Luis Rey. I believe, way down low this comes from the Gas Company; in fact, I am thoroughly satisfied of it. The other faction is my personal following who are in favor of buying you out completely now and leasing the Cuyamaca.

We cannot be too insistent in this matter and show too strong an inclination to do business one way as it may hurt our cause. If it comes to a show down and it is a case of buying out the Cuyamaca and Carrol, Pamo, and Southerland

W. G. H.-2

now, with a lease on the Warners, what do you think about it? While the Gas Company does not say so, they are afraid of that power proposition, in my opinion, and my suggestion is this for the sake of harmony: that we sell out the Cuyamaca and Carroll, Sutherland and Pamo; also the Santa Maria and San Clemente and hold back Warners reservoir, the riparian rights and the conduit line into Pamo, for the sum of \$750,000; you to be paid $4\frac{1}{2}\%$ interest on \$750,000 on a five year lease, with the option to buy at \$750,000.

In the matter of our arrangements for my compensation of the sale of these properties, the \$750,000 is to be a part of the million and a half dollars and figured on that basis when determining the question of profits; one half of the profits going to you and one-half coming to me above one and a half millions, as per our agreement. If this arrangement is satisfactory, please confirm it immediately, because I hope to settle this thing definitely in the very near future and have much encouraging news to tell you when I see you personally.

I saw Marston yesterday and got him to invite me to meet in conference with the Commission and the City Council to informally lay plans for the future. This will probably take place on Monday afternoon.

There is no man more powerful in local affairs today than Jones; Spreckels has so much to ask for now that Jones and one or two others come pretty close to deciding the policy of this town from every indication.

I should think that this arrangement that I have suggestion would meet with your approval, in case I am com-

pelled to make this kind of compromise. I realize there is more money in it to me to sell you out completely and lease the Cuyamaca, but I don't want to work against any stronger current than I have to, and in case of emergency, I want to be in position to act, for this matter, in my opinion, will be definitely programmed before the 1st of May and we will have an election no later than September or October.

To tell you the truth, we are more than fortunate; it is unprecedented the way these rains have come and all in our favor. The past records show that generally Mareno dam gets torrential rains and usually they would have got a great deal more water, but unfortunately for Mareno dam, these rains have come more uniform and the water has seeped away before it has reached Mareno dam. Another year might tell a different story entirely. Just think of it- Mareno dam only has a billion gallons of water, and it is built for a capacity of fifteen billions. Knowing we have had such floods all over Southern California, the people of San Diego have had it impressed upon them more forcibly than under any other ordinary conditions that we have had big floods and yet no water in Mareno. In my opinion, this election must be called and the question decided before another winter's rains come, for another year might tell a different tale, and not so much to our advantage. There are \$425,000 bonds which have been sold to E. H. Rollins & Co., that in my opinion, will never be spent on the Mareno system, but will be transferred by a vote of the people to develop water in the San Diego River. This is the program.

WESTERN UNION

Form 2380

RECEIVERS NO.	TIME FILED	CHECK
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DAY LETTER

THEO. N. VAIL, PRESIDENT



SEND the following Day Letter, subject to the terms on back hereof, which are hereby agreed to

April 6, 1914.

Mr Wm. G. Henshaw,
762 Mills Bldg., San Francisco, Calif

Have drawn on you today for Five thousand dollars three days sight on account Carrrol options,

Will have to pay nothing on Nulton option until May Sixth, payment at that time probably being thousand dollars.

Will join you Friday at Temecula or Warners Springs Wire probably hour arrival at temecula Friday, also where do you intend to stay Friday night. Everything coming firstclass here.

Ed Fletcher

William G. Henshaw
Mills Building
San Francisco

San Francisco, Cal. April 6, 1914.

Mr. Ed. Fletcher,
San Diego, Cal.

Dear Sir:-

Answering yours of the 4th I am glad that your views and mine agree upon the question of compensation in the handling of the water properties there.

I can only repeat that when we are all through, I want to feel that you have been treated liberally in the matter of compensation.

Yours truly,

Wm. G. Henshaw

WGH

Mr. Henshaw personally dictated this letter but had to leave the office before it was ready for his signature.

*miss J.
file*

William G. Henshaw
Mills Building
San Francisco

San Francisco, Cal. April 6, 1914.

Mr. Ed. Fletcher,
San Diego, Cal.

Dear Sir:-

I am sorry to hear that Marston resigned, and I only hope that his successor will have as sound judgment as Mr. Marston.

I don't like the idea of the Warner portion going under a lease and am not prepared to say at this time that it would be satisfactory. In case any lease or contract to purchase should eventually be entered into, with reference to any of the properties that I am interested in, it should provide that all expenditures necessary to maintain rights should be made by the City. But it would be very much better to leave the Cuyamaca to be dealt with in some such way, rather than the Warners or the balance primarily because the Cuyamaca is a going concern, and there would be less trouble or friction in the carrying out of any contract or option, and with the water developed and used, there would be infinitely less chance of the sale not being eventually completed. However, as I will see you the latter part of this week, we can talk this matter over more in detail.

Yours truly,

W. G. Henshaw

WGH

William G. Henshaw
Mills Building
San Francisco

San Francisco, Cal. April 17, 1914.

Mr. Ed. Fletcher,
San Diego, Cal.

Dear Sir:-

I have just received your wire and have wired the Judge to give the matter his immediate attention, if not already attended to, and you will certainly hear from him promptly. He will be in Los Angeles Monday and Tuesday of next week, and if you think best you might have Sweet meet him and talk matters over. Keep me frequently posted as to the progress of events.

I am sending you another letter which you may use or not as you see fit, but I wish to personally assure you that it is no bluff. Laughridge was very much impressed with the proposition and is now making arrangements to employ engineers to complete a report and have it ready when his principal arrives. There seems to be little doubt but what he will employ Farnum in this connection. He is very anxious to know when I will be free from any obligations to the City, and seems to think that his people will take it up and take it up without any delay whatever. The chances are that unless he can get the whole proposition, that he will not consider it attractive enough to go ahead. If he undertakes the enterprise, I think there is no doubt in the world, but what we can include the Cuyamaca, if we desire.

Kindly avoid, as far as possible, drawing any money upon me for the next month, as with the large amount of taxes and other matters, I will need all available funds.

Yours truly,

W. G. Henshaw

WGH

Mr. Henshaw personally dictated this letter but had to leave the office before it was ready for his signature.

April 20, 1914.

Mr. Wm. G. Henshaw,

San Francisco, Cal.

Dear Sir:

Answering yours of April 17th referring to your commitment to the Water Commission until May 1st will say that I am satisfied that I can get a definite decision from the Water Commission by June 1st, 1914, but not by May 1st. In the meantime, I would like to know just where I stand in regard to this proposition. What I would like from you so that there may be no misunderstanding is a letter to the effect that in case your San Luis Rey and Pamo holdings are sold to the city, your proposition of March 11, 1914 stands, covering the question of my compensation and a half interest in the profits.

I do not know how to take your letter of April 17th, as to whether this letter is a cancellation of the agreement regarding my compensation or not. What I really would like from you is this: a letter for my own private information to the effect that our agreement relative to the sale to the city and my compensation holds until such time as you give me thirty day's written notice cancelling the agreement. I would appreciate a letter of this kind and it is absolutely needed owing to the lines on which I am working. I realize your position and you would be foolish if you did not accept the first definite proposition that assures you of the sale of your property, but I would like assurances from you and feel that I am entitled

April 24, 1914.

Mr. Wm. G. Henshaw,

San Francisco, Cal.

Dear Sir:

I had a meeting with all the City Council and Water Commission yesterday, with City Attorney Cosgrove, Attorney Sweet and our engineers. The water situation was gone over carefully; the only thing that I have to block is the installation of pumping plants on the San Diego River near the Old Mission to pump three or four million gallons of water a day. It was agreed by the Council and Water Commission that they take over our pumping plants on the San Diego River. I am only making a six months' lease and getting 3¢ a thousand gallons for carrying capacity; also \$25 per month for the use of pumping plants.

We have had 1.79 in. of rain at Warners Dam; 2.25 in. of rain and 5 in. of snow at Cuyamaca; Warners dam only got 1.19 in.; Otay .76 in.; Grossmont 1.17 in. We are furnishing the city 2½ million gallons of water a day and will be able to do so for two or three weeks. La Mesa dam is within 3 ft of the top; Cuyamaca Lake 21 ft.

In making a proposition to the city will say that they have so many other things that they need money for, that there is only one way to handle this matter which is to buy the Cuyamaca on the installment plan and purchase your proposition outright, paying a million and a half dollars in bonds now and one million in bonds in three

to it, that in case the proposition is sold to the city, our agreement holds and if you can assure me privately along the lines suggested above, i.e. thirty days written notice, it will be appreciated.

It seems to me that you strengthen your hand by telling Laughridge and his people that ^{the city} is after our system and the first one who definitely decides to take it, gets it. I feel that you would be working against your own interest to tie your property up exclusively to anybody until you are definitely assured that the Water Commission will recommend to the people the purchase of this system and give them a reasonable time for the people to vote it; or that Laughridge people put up some money to show their good faith. Laughridge certainly is not very strong for the property if he want make a preliminary examination on the strength of your statement that first come, first served. I take this same attitude on the Caymanca proposition in case Laughridge wants it in conjunction with ~~things~~.

Kindly let me hear from you at your convenience for I do not want to go ahead trying to sell this proposition to the city and not be able to deliver the goods and I am sure you will recognize my position in the matter, that I want to know where I am at as being a fair attitude for I am making arrangements with certain people to consummate this deal and I am absolutely certain I can put it thru- it is only a question of time. But if you are going to call everything off the 1st of May, I want to know it as soon as possible.

Very truly yours,

JK

or five years; 4½% interest on deferred payments for rental or lease. I am satisfied that it is going to be impossible to get more than one million and a half in bonds out of the city at the present time owing to the million and a half in bonds that is being voted for Spreckels.

My intention is to ask three and a half million for the whole proposition. To protect ourselves on the million dollars to be voted in three or five years, I would recommend holding back the San Luis Rey water rights, damsite and reservoir site.

Before you receive this letter, you will probably get a wire from me on the subject.

Very truly yours,

JK

William G. Henshaw
Mills Building
San Francisco

San Francisco, Cal. April 30, 1914.

Mr. Ed. Fletcher,
San Diego, Cal.

Dear Sir:-

I wish to make the following suggestions:

You mention in one of your letters that you plan to hold out the Warner Reservoir site and water rights, and certain rights of way as security until the City (within three to five years) paid the presumable balance of One Million Dollars in Bonds or otherwise.

My suggestion is this:

Would it be possible to get the City to leave out the same water property that you speak of, with rights of way to and including the San Clemente Reservoir? My idea being that with this as a security for the Million Dollars, we could organize a Company and arrange to issue bonds on it for the Million Dollars due for the purchase price, plus whatever it would cost to construct the works down to and including the San Clemente. This would provide that at the time that this was done, that all the stock of the Company would be turned over to the City. This I do not believe would be recognized as increasing of the debt of the City, but would solve the construction problem and give them all the water needed. The essential benefit to all of us interested on the Mesa, would be that the water would be available there in the shortest possible time. You can see how easy this would make it for the City in the future, and if necessary, I would organize the Company and provide the money, and the City itself could do the constructing, although my judgment is that this latter would not be as desirable as for us to do the constructing.

I know you realize what I mean, and also realize that it would mean the development of power, and at the present time this is a delicate matter, but it is certainly "food for thought." Give this problem a little study and let me hear from you.

I will come down the middle or latter part of next week if you need me.

Yours truly,

WGH
Wm. G. Henshaw

WGH

William G. Henshaw
Mills Building
San Francisco

Stock copy
Apr 20 letter
also
San Francisco, Cal. April 24, 1914.

Mr. Ed. Fletcher,
San Diego, Cal.

Dear Sir:-

Answering yours of April 20th. I assume that our talk of the day before yesterday when we met in Los Angeles covers the entire matter, and will only add that I expect to give the Water Commission until June 1st, if they desire it, but I want it done grudgingly, in order that they may realize that I am granting them a favor in giving something for nothing. I would suggest that you extend it first until the 15th of May, but in any case you and I will have the understanding that they shall have until June 1st.

You need not worry about my peremptorily cancelling any arrangement we have so far as the water is concerned. Also I confirm the understanding that in case any sale is made to the City, it is along the lines of my letter of March 11th. Also remember that in case Laughridge's people purchase, that even this will not leave you out, as I expect and intend to see that you get a proper compensation for your efforts in my behalf. I am inclined to believe, however, that it would be to the interests of both of us to sell to the City, providing, however, the City actually buy, and do not try to take a portion of my holdings under lease. If the City buys the water I think that a united effort will enable us to get the Carroll dam built or the San Clemente, so that water would be immediately available for the Mesa Lands. We could then purchase such properties as we desired, and our development in connection with combining forces with Spreckels and other owners, should result in large profits. Besides this we would have all of our other lands left for sale, and if you and I should personally sub-divide them and retail them, it would, of course, result in a much larger profit than by wholesaling.

Kindly let me hear from you so that I will know if I have made matters clear and satisfactory to you.

Yours truly,

Wm. G. Henshaw

WGH

Wm. G. Henshaw
to leave the office before it was ready for his signature.

April 27, 1914.

Mr. Wm. G. Henshaw,

San Francisco, Cal.

Dear Sir:

I am in receipt of yours of April 24th regarding sale of your system to the city. I thoroughly understand your attitude in this matter and any concession made will be taken up with you first for your consent as far as our Water Commission is concerned, so that the buck will always be up to you.

I am well satisfied with your attitude in the matter of compensation to me whether sold to the city or to the Laughridge people. It is no longer a possibility, but a strong probability that we will sell to the city. You have the right idea exactly. After we have sold to the city the dams, reservoir sites, etc take it between ourselves, Spreckels, Sam Ferry Smith and one or two others, we can pretty near come to getting done what we want in the matter of building reservoirs which will supply us with water on the Linda Vista lands.

Thanking you again for your attitude in the matter of my compensation on the sale of our water system, I am

Very truly yours,

B-K

W.S. Am getting down to business with the city; the fur will fly on the 6th day of May and I expect a definite answer from the Water Commission before the 1st of June.

WESTERN UNION
DAY LETTER

THEO. N. VAIL, PRESIDENT

RECEIVED AT

200GSCD 37BLUE X

SAN FRANCISCO CAL MAY 6-1914

ED FLETCHER

SANDIEGO CAL

LETTER AND WIRE JUST RECEIVED CAN SEE NO OBJECTION ^{TO} IT ALTHOUGH
HAVE HAD NO OPPORTUNITY TO THOROUGHLY DIGEST IT WHEN WOULD YOU
LIKE ME TO VISIT YOU THE VOTE ON SPRECKELS BONDS
I CONSIDER VERY ENCOURAGING

WM G HENSHAW

Hecock map

1251P

El Capitan

May Seventh,
1 9 1 4.

Mr. Wm. G. Henshaw,
762 Mills Building,
San Francisco, Cal.

Dear Sir:

There is one thing above all others that stands out clearly in my mind, and it is this: the proper solution of this matter for the best interests of the city is to have built immediately the Warners Dam and get the water diverted; also to build the Carroll Dam-site. A million dollars will build the Warners damsite, the conduit and tunnel, and let it flow by gravity into Pamo; thence flow down to the Carrol damsite. A million dollars will also include the construction of the Carroll damsite, and the pipe line and pumping plant on the Linda Vista Mesa. The result is that all the waters of the San Luis Rey that we ever will get will be available; also all the waters of the Pamo. Santa Ysabel River with only a few riparian owners to contend with below. The city will then be in a position to claim all that water, and by using it later on, they can build the Sutherland and the Pamo and the conduit line if desired.

I believe this is the ~~best~~ solution. Have been just talking with Adams, the President of the City Council; he says that the city had better vote a million or a million and a half dollars just for an option on your property and not tie it up.

The city will be more than anxious to have you go ahead, put a bond issue of a million and a half on your property and build the Warners dam conduit to Pamo, Carrol damsite, pumping plant and pipe line, and take over the property later on subject to the additional million dollar bond issue, which money you were going to raise as per your suggestion of April 30th.

We are making a mistake that we do not include in our proposition the agreement to furnish all riparian rights on the San Luis Rey River except the city of Ocean-side. I am butting up against this all the time; they come right back at me and say- "Here, why haven't you acquired these riparian rights for \$20,000 if you can get them for that sum? We don't know what we are getting into; endless litigation. Why don't you clean them up, make your proposition clean-cut." It is making it awful hard for me and I am satisfied in my mind that you should ^{agree} ~~agree~~ to clean up all the riparian rights, no matter what the cost is, reserving the right however, to force the city to condemn instead of you; you paying the cost of condemnation.

I wish you would punch up Oscar Lawler and force him to hurry up the acquiring of that Wyandotte scrip, so that we can get a clear deed to that Carroll damsite. Why Mr Henshaw, that Carroll damsite is worth any two dam-sites we have, first on account of its cheap construction and large capacity (it holds almost as much as the Mareno dam, more than Lower Otay, 13,000,000,000 gals) and so close to the city.

The Government records were entirely wrong as to elevation and the actual survey on the ground demonstrates it to be invaluable to our proposition.

Can you arrange to be down here next Monday or Tuesday; I have so many things to talk over that it is necessary. I would like to have you spend two or three days down here and together we will force prompt action on these people. What I am afraid of is that at the Water Commission will string this thing along and when they do get an engineer from San Francisco, it will take three or four months for him to decide on something and we will all be dead before anything is finally determined on.

Yes, the way the bonds were voted is very encouraging; it was nearly seven to one. I cannot help but feel that I have struck the real dope in this matter of the city's just simply giving an option for a million and a half say on your whole proposition, you holding back title on everything so that you can issue bonds, and you can contract ahead of time with the city agreeing to raise a million and spend it, providing the bonds carried. As soon as the bonds carry and are in your possession, you can turn around and get the cash on the city's bonds with which to build the system. In this way, you are really helping yourself and the more land we control on the Linda Vista Mesa, the better. That satisfies Spreckels, gives his land water, and satisfies the city with its surplus water and controls the situation. They can make a rate for water which you and Spreckels and all the rest of us can pay and gives them

a reasonable interest on their investment.

This Water Commission in a way is getting to be a joke. I want you to have a private meeting with three or four members of the City Council and the Mayor; they are getting disgusted with the Water Commission and perhaps we can get them to act without waiting for the Water Commission, altho it is a pretty touchy thing. I wish you would make it a point to come down here as soon as you can conveniently.

Am taking out the Water Commission, two or three members of the City Council and the Mayor tomorrow and Saturday. Murray left me high and dry yesterday- we owe \$30,000 overdue bills, the Cuyamaca Water Co., besides \$25,000 to the First National Bank. He refused to give me a nickel; his only excuse was that every time he has come to San Diego the last three years, he has checked it up and found that I have got from him anywhere from ten to thirty thousand dollars a trip. He swore by the Virgin Mary before he came down this time that this was one time he would come and go without leaving a nickel. He has kept his word. I am bumping the ceiling every few minutes here, keeping things going. I sold the city \$3600 worth of water in March. \$5600 in April and hope to sell about \$5000 in May, so you can see that it was a big thing what we have accomplished. However, with Murray's consent we have incurred expenses of something like \$150,000; this month I had to put \$1500 into rebuilding that pumping plant, but we saved that

much in fuel and labor in four months.

The La Mesa Irrigation District voted \$1,200,000 worth of bonds day before yesterday and if they can sell their bonds, they will put a dam in the San Diego River and make the city a d--n lot of trouble. I put a spike in them with the State Water Commission yesterday. We sure would have a lively suit in court over our water filings in excess of our previous uses if they could sell those bonds and wanted to make us a fight. We have been protecting our water rights since June 1, 1910 but we never have actually got the diversion complete to Eucalyptus reservoir; we have got to spend \$15,000 and raise the flume, actually divert the water and have no time to lose. I am working right along in harmony with the city in this matter; they will pass a resolution this coming week leasing our pumping plant up the River six months. They wanted a long lease but I would not give it to them. I would rather rent it from month to month

Wire me when you can be here.

Very truly yours,

EK

May 23, 1914.

Mr. Wm. G. Henshaw,
San Francisco, Cal.

Dear Sir:

I have had a conference with the San Diego River riparian owners in reference to the question of adjustment of the water problem. Their desire is to make an equitable arrangement without further litigation, and I feel that way also. The city of San Diego should be consulted and their views obtained in the matter before any final compromise is made.

I feel that an arrangement satisfactory to all parties in interest, including the city of San Diego can be made, and it will greatly benefit all concerned to know just where we are at, but most of all ourselves.

Unless I hear from you to the contrary I will take this matter up with the riparian owners and submit to you my findings.

Very truly yours,

F-K

WESTERN UNION

Form 2280

RECEIVERS NO. TIME FILED CHECK

NIGHT LETTER

THEO. N. VAIL, PRESIDENT

SEND the following Night Letter, subject to the terms on back hereof, which are hereby agreed to

May 24, 1914.

Wm. G. Henshaw,
762 Mills Bldg., San Francisco, California.

Eshelman intimated probability is that you cannot sell Volcan holdings to city without Railroad Commissions consent. This means physical valuation made by the Commission for the citys benefit. Advise with your brother as to jurisdiction of Commission.

Scripps paper The Sun in last nights issue advises physical valuation made by Commission for citys benefit. This does not mean that the Sun expects city to buy at physical valuation.

At yesterdays hearing before Commission Eshelman stated that Railroad Commission would have to reverse its former policy and allow some valuation for water rights. I saw it well played in todays paper.

I recommend in any event that we employ Harroun at once to make physical valuation Volcan properties ~~for benefit of city~~. I feel sure I can convince him of the value and get favorable report. Believe this will be satisfactory to city council and possibly to city. If you agree in my opinion send Harroun back here by Tuesdays train for quick action.

Ed Fletcher

WESTERN UNION

Form 2559 K

DAY LETTER

THEO. N. VAIL, PRESIDENT

RECEIVED AT

BOX 82 BLUE

SAN FRANCISCO CALIF MAY 25 1914

ED FLETCHER

OREGON HOTEL ELCENTRO CAL

WILL MEET YOU THURSDAY AS SUGGESTED COMMISSIONER PROBABLY DOES NOT KNOW THAT THE VOLCAN LAND AND WATER COMPANY IS NOT A PUBLIC SERVICE CORPORATION IF THIS DOES NOT CHANGE HIS VIEW KINDLY OBTAIN FROM HIM EXACTLY WHAT HIS REASONS ARE GIVING CHAPTER AND VERSE OF ANY LAW THAT HE CONSIDERS HAS A BEARING SO FAR AS I CAN ASCERTAIN AT AT THIS TIME COMMISSION WOULD HAVE NO AUTHORITY AS NEITHER THE CITY NOR THE COMPANY IS UNDER THE JR JURISDICTION HAVE SENT FOR HARROUN

WM G HENSHAW

337PM

May 29, 1914.

Mr. Wm. G. Henshaw,

San Francisco, Cal.

Dear Sir:

I am drawing on you today for \$3232.29, being a payment on the principal and interest on the Marron payment, Tubbs estate; also \$850.50, being the interest on the Hindle property; also \$1373.33, being a payment on the Utt property and interest, the balance that is overdue and \$800, being the Laver payment and interest covering the note which was given in final payment of the riparian rights on the San Dieguito River above Del Mar, which note I personally signed as per your instructions nearly two years ago. This is the final payment for the 80 acres of riparian rights on the San Dieguito River.

Very truly yours,

F-K

POSTAL TELEGRAPH - COMMERCIAL CABLES

CLARENCE H. MACKAY, PRESIDENT.

COUNTER No.
TIME FILED

TELEGRAM

CHECK

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

DESIGN PATENT No. 40529.

Send the following message, without repeating, subject to the terms and conditions printed on the back hereof, which are hereby agreed to.

To Wm. G. Henshaw, June 1, 1914.
762 Mills Bldg., San Francisco, California.

Ordinance passed by City Council employing Harroun this
afternoon. Harroun has copy of ordinance. Will arrive there
Tuesday morning, and see you immediately. Most strenuous
day of my existence.

Ed Fletcher

June 3d, 1914.

Mr. Wm. G. Henshaw,

San Francisco, Cal.

Dear Sir:

Answering yours of May 22nd will say that the Buttemer certificate of title No. 48617 was sent you on May 14th, 1913.

Regarding the Rice certificate No. 81972, this was forwarded to you on the 30th of December, 1912.

We have the Grammen, Vasey, Clancy and Payne-Ellis certificates.

Regarding title to ten acres of land, the Stoddard property, this suit is now being tried in Court and will be settled up at an early date.

Regarding the status of the following properties: March-Nelson is in escrow with a final payment of \$734 on July 1st, 1914 and interest; we will then get a deed.

Utt, Note and mortgage.

Miller, note and mortgage.

Booth, deed and escrow; we will get note and mortgage after paying the next \$4000.

Rice, note and mortgage.

Anderson, note and mortgage; also the Craig, Marston, Stevens and Wakeham properties note and mortgage. The interest on the March-Nelson property is paid to July

W.G.H.

-2-

1st, 1913. We have never paid any interest on the Miller property because we are having a scrap with he is trying to jump a portion of our property; therefore the whole thing is held in abeyance.

Referring to the McClung or rather McClurg option will say this was forfeited.

Referring to the Nulton, Tom Carroll and J. E. Carroll purchases, enclosed herewith find statement of same.

Regarding the \$800 paid for 80 acres of scrip land will say that we drew on you and it is the full purchase price.

Regarding the Bernardon matter, a separate statement will be sent you. There are no more payments to be made on the Bernardo purchase for several years as it has been deeded subject to the \$60,000 mortgage. We sold the Poway portion of the Bernardo and that is the reason no more payments will have to be made. A complete statement will come later.

Very truly yours,

F-K

June 4, 1914.

Mr. Wm. G. Henshaw,
762 Mills Bldg.,
San Francisco, Calif.

Dear Sir:

I know what is running thru your mind, and it is through mine as well - what is the quickest way to get results?

You have all the facts and figures there. We will have to produce not alone the valuation for the water rights, intangible values, etc., but the physical valuation as well. If we can show a physical valuation of around one and a half millions, we can surely put in the valuation of the water rights at two millions more and carry the whole proposition by a vote of the people.

I don't see why the cost of the riparian rights on the San Luis Rey should enter into the thing or be gone into by Harroun. The Supreme Court has said water rights have a value. We have agreed to get all the riparian water rights and have practically all of them now. Therefore, if there are 2,000 inches of water at Warners and water is worth \$3,000 an inch (Harroun must determine what this value is) and if it costs \$2,000 an inch to get it into San Diego, then the water rights are worth \$1,000 an inch on the San Luis Rey, or \$2,000,000. The above is just an illustration. If Harroun has to go into the value of these riparian rights, then that means from May 25, 1905, when I

WGH,

-2-

first commenced to work, and I can furnish enough data so that it will show the actual cost of the riparian rights to be considerable up to the time you made the purchase.

Now the gas company come in and claim that they have put \$30,000 or \$40,000 into the exploration work at Warners damsite, and they would like to have this put in as part of the physical valuation as work that you have done and they want to be paid for the work that they have done. I simply told Mr. Jones I would take this matter up with you. I am interested to see how they bring any such a large bill. If that is the case, then our work at Pamo is probably \$50,000 at least.

Continuing on the physical valuation idea, of course you have all the figures there as to costs complete, excepting such things as intangible values that you have acquired by purchase - for instance, the cost of your purchase of the Linda Vista bonds, attorney's fees, etc.

I am putting the road from the Pamo dam to San Pasqual in good shape and having it surveyed in cross-section, so that many thousand dollars in valuation can be included for construction of roads. I do not see why all the old Alverson of the survey of the Linda Vista district should not be included. I am after Alverson to get from him some idea of the expense.

WGH,

-3-

We have all the books of the Linda Vista District, or supposed to have them, but I question whether that can be rung in, altho a good part of it ought to be when it comes to a physical valuation. I have ordered a list and valuation of all our personal property.

I don't think much of employing Hawgood to any great extent, as he is going to cost you a barrel of money and I don't see why you need him. Your own office force ought to handle it in San Francisco, and you ought to give it considerable attention yourself; however, this advice doesn't cost you anything. I interpret from your letter of June 2, and copy of Hawgood telegram that you are putting all the matter into his hands to handle. Hawgood would be very valuable to you in getting out costs on the San Luis Rey before you took hold of it, but I don't see why that should be gone into at all, as the Supreme Court has declared that there is such a thing as the water right. We agreed to furnish all the water rights complete, therefore, our water rights are clean as a whistle without incumbrances excepting that of the city of Oceanside, and as far as I am concerned, I am willing to stand my half of the expense, if you are, for the guaranteeing to pay for the elimination of the city of Oceanside.

Please get in touch with Mr. Harroun and decide definitely on what is going to be done and give me orders what to do.

Very truly yours,

F-S

SAN DIEGO, CALIFORNIA, June 8, 1914.

Mr. William G. Henshaw,
762 Mills Bldg.,
San Francisco, California.

Dear Sir:

I am in receipt of yours of June 6, and contents noted, in relation to Harroun.

I have had several long talks with Mr. Harroun on the subject of proper valuation of water. It would weaken our hand with the city, in my opinion, to attempt to enter into any stipulation regarding the value of water per miner's inch or per thousand gallons. What is the value of that water today?

Let us take for instance the cost of the Waleham riparian rights as an illustration: There were 120 acres of land in this tract lately acquired. The property cost us \$24,000, or \$200 per acre. We will sell it today for \$150 an acre or at a loss of \$6,000, saying nothing of interest on our investment, the cost of getting it in shape, etc. There is a measure of value of easily \$5.00 a foot.

We can easily show that the Rice riparian rights of 120 acres cost us \$2.50 a foot.

The Fetters tract, which we paid \$4,000 for cost us easily \$3.00 a foot.

The Herman rights, 1200 feet, easily cost us \$3.00 a foot.

The Van Kilsdenk \$4.00 a foot.

The Hindel \$4.00 a foot.

The Bryan \$1.50 a foot.

The Clancy \$1.00 a foot, etc.

Of course, the riparian rights that we have yet to acquire are going to cost us much more than these. You can easily figure it four or five dollars a foot.

Now regarding Harroun, I am satisfied this is what he intends to do: Figure it out both ways and either way he loses (I don't care which) we are going to have a valuation that will be satisfactory. I believe he wants to prove his case both ways in asking his report. I don't believe there is any reason why we should not let him go at it both ways. When I say both ways, I mean give him a general idea of what our riparian rights have cost. Leave that to me to handle with Harroun.

Regarding these old riparian rights that we acquired originally, there is eight or ten years interest on the cost of same. I believe I can get Harroun to figure up an actual cash cost of around \$400,000 or \$500,000 on riparian rights alone on the San Luis Rey, and the people of San Diego will give you on top of that a reasonable margin of profit, if we can only keep the gas company and Spreckels in line, and I

believe we can, so that they won't knock our proposition.

Now, figuring it the other way, and in my opinion it is the proper way to figure it, how many miner's inches of water is a safe yield upon the San Luis Rey? How much will it cost per miner's inch or per thousand gallons rather, to deliver that water to the city of San Diego? How much is that water worth per thousand gallons in the open market? How much has it cost to get it there, and the difference between the cost to you and its value is a reasonable basis of valuation of water rights.

It will strengthen our hands with the City to have Harroun figure it out both ways and include both analyses in his report. We are working on the physical valuation, and will have something for you when you come down.

Here is where we can get Harroun over a barrel. When it comes to figuring your intangible values on the Pamo water rights he should figure how much is a reasonable safe yield, and he will have to estimate the cost of acquiring the riparian rights by condemnation or otherwise from Pamo to the ocean or from the Carroll to the Ocean. It is a poor rule that don't work both ways, and any estimate that he makes on the cost of condemning or acquiring the riparian rights on the Pamo will be so high that there is no question as to the valuation he will put on water rights already acquired on the San Luis Rey, by comparison.

We certainly have some equity in our water rights on the Pamo and it will be interesting to me to watch Harroun getting his determination for value. We certainly have a large intangible value there on the Pamo, having successfully maintained our water rights for years. I don't see but what he will have to figure it as I stated - get a safe yield, determine what it is going to cost to condemn those riparian rights, add to it the cost of construction to say Linda Vista or San Diego, determine the value of water at so much an inch or thousand gallons, deduct the cost of condemnation or acquiring riparian rights, by purchase, also the cost of construction and the difference will be the present value of your water rights on the Pamo.

Harroun has very little to do to determine the physical valuation. He is going to take practically our figures in that respect, and his whole thought will be upon the valuation of water rights. I have no doubt but what we can get Harroun to give us a final report in 60 days, and I have hopes that it will be satisfactory. In fact, I have no fear.

My first representations to you, when you bought this system, as to the value of water, was so low that today I consider it a joke, and this property is increasing in value every year. If the city don't buy it, there is only one thing

to do, and that is to saw wood, by advancing the price one million dollars a year. There is no use in trying to go to the city and ask for further instructions for Harroun. We fought that out like cats and dogs for four hours, and the result was simply a compromise. The buck is up to Harroun, and we must work on Harroun alone. Harroun is going to recommend that the city buy our water system, no matter what valuation he puts on it. I have no fear as to the valuation not being sufficient.

You asked me for a wire on this subject, but the expense would be too great, and you will receive this letter tomorrow.

We will let Harroun go and ask riparian owners in San Pasqual Valley what they want for riparian rights. Ha! Ha! and he will advance values on San Luis Rey 50% at once, thereafter. What say you?

Yours very truly,

F-S

SAN DIEGO, CALIFORNIA, June 8, 1914.

SAN DIEGO, CALIFORNIA, June 9, 1914.

Mr. William G. Henshaw,
762 Mills Bldg.,
San Francisco, Calif.

Dear Sir:

There is a move on to sell the Scripps Ranch to the City for \$150,000, and Duryea has been up and looked at the El Capitan damsite. I understand that he is going to make a report favorable to the purchase of the Scripps Ranch and the condemning or purchase of the El Capitan damsite; that San Diego first get its water supply from the San Diego River. I punctured this proposition full of holes today. Will tell you about it when I see you.

In addition to that the City Council, including the mayor, today took unofficial action, asking us immediately to raise the side boards on the flume and be ready to furnish water to the city the first of December. They agreed to buy all the water we can furnish from the Guyanaca system up to the total needs of the city, just so long as we could furnish it. This means an income of \$15,000 a month just as soon as the flood waters come next winter. They would make a formal contract and ordinance if I asked it, but I don't want to, as their word is good; I feel sure they will want the water; and I don't want to stir up the riparian owners below, by making our plans public. It is a

cinch we must raise the money and do it.

Wire me as soon as you hear from Mr. Murray. Poor devil, he was riding a horse the other day and proceeded immediately to try and punch a hole through the earth with his shoulder, but I understand he is better again.

Am leaving tonight for Salt Lake City. Will leave Salt Lake City Thursday night arriving in Riverside at two o'clock Friday noon. Wire me at Salt Lake City if you cannot be there. Have just received another wire to be there Thursday, without fail. Have Harroun get in touch with Eshleman and wire me at Salt Lake if Eshleman has set the date, and if so when the next hearing of the Cuyamaca Water Company transfer is going to take place. My address will be care of Rolla M. Clapp.

Murray is laid up in Butte, Montana, and I really ought to go to him, and get some money. I am simply going to be up against it here in a short time; as it will take four months to put our flume in proper condition to carry the extra load, I should commence immediately. We will get it back from the city in less than three months the total cost of the improvement, and we are protecting our additional water rights, as well, which are invaluable, and the city is paying for it. On the whole, I think it is best for me to come back Friday and go over matters with

you and Harroun here, and then the last of next week I will go with my family for three or four days and then if Murray don't get down this way I am going to go where he is and stay with him until I get some money. I would much rather have him meet us in San Francisco, as it will be easier for me to get him to put up his part of the money.

Saw Mr. Alverson today. Am having him make out a statement of all rights of way that we acquired on Linda Vista Mesa, etc., which we secured in purchasing the Linda Vista Irrigation Property; also, a number of riparian rights, etc. He is making an itemized account of nearly \$10,000 in surveys he paid out. There will be ten or fifteen thousand more in roads, etc.

Am sorry I have had to draw on you for so much money this time, but we had to pay half of the lumber bill for the cottage at the Springs; also one team of mules; freight on a car of cement and the hauling of the cement and a lot of other things that run it up \$1500 or \$2000 higher than I should have liked to see it.

Yours very truly,

F-S

Not reviewed after dictation.

SAN DIEGO, CALIFORNIA, June 18, 1914.

Mr. William G. Henshaw,
762 Mills Bldg.,
San Francisco, California.

Attention Mr. Metcalf.

Dear Sir:

I wish that you would make a statement of expenses to date for engineering. I wish you would itemize it something like this:

What is the traveling expenses on your different trips to Washington, engineering, etc. in the matter of acquiring the U. S. Government permit? Make this a separate item.

What has been the total cost of the engineering outside of this office?

Would suggest that you write down to the Pacific Light and Power Company and ask them to furnish you the data as to how much money was spent in actual work and how much in engineering by them on the Warners project up to the date of sale.

I should like to have this statement of facts before me, so that Mr. Henshaw and I can talk over this matter when he arrives home from New York the last of next

Henshaw,

-2-

week.

Also attach to it a statement of the cost of core drilling, as submitted by the Bilsby people, which I sent you.

Also any other expense that you can think of that could be added.

You should add interest on all these amounts from the date they were paid or approximately, the interest to be, say 7% up to date of August 1st next.

Please make out a separate statement showing the total amount of moneys expended by the Volcan Company according to your books. This is not to include any purchase of lands of riparian water rights ^{OR} the Live Oak Corporation.

I should like to have you make a separate item of the Live Oak expenses, receipts and disbursements in total amounts. By Live Oak account, I mean the purchase of the Linda Vista bonds.

Yours very truly,

F-S

Not reviewed after dictation

THE WESTERN UNION TELEGRAPH COMPANY

25,000 OFFICES IN AMERICA. INCORPORATED CABLE SERVICE TO ALL THE WORLD
ROBERT C. CLOWRY, PRESIDENT BELVIDERE BROOKS, GENERAL MANAGER

RECEIVER'S No.	TIME FILED	CHECK
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SEND the following message subject to the terms on back hereof, which are hereby agreed to

Night Telegram.
San Diego, California, June 18, 1914.

William G. Henshaw,
Hotel Vanderbilt,
New York.

Approximately One Hundred Thousand Dollars due
syndicate payments next month. Harroun here. I believe
everything will turn out perfectly satisfactory. Prospect
of sale improving every day.

Ed. Fletcher.

Charge Ed Fletcher.

WESTERN UNION TELEGRAM

THEO. N. VAIL, PRESIDENT

RECEIVED AT

393 GS NE 16

SAN FRANCISCO CALIF JULY 1 1914

E D FLETCHER

SANDIEGO CALIF

YOU CAN DRAW ON ME JULY FIFTEENTH AMOUNT NECESSARY TO
COVER JIM AND TOM CARROLL PAYMENTS.

W G HENSHAW

Dany

509 PM

WESTERN UNION TELEGRAM

THEO. N. VAIL, PRESIDENT

RECEIVED AT 147 Main St., Tribune Building, Salt Lake City, Utah
160 SF 37 XI

JUNE 1914

SAN FRANCISCO CALIF

754

ED FLETCHER

C/ ORRILLA E CLAPP SALT LAKE CITY UTAH

CUYAMAQA HEARING SAN DIEGO NINE AM MONDAY NEXT HARROUN

WILL ARRIVE SUNDAY NOON YOU WILL HAVE TO TAKE CHARGE OF

HARROUN AS I MAY LEAVE SATURDAY FOR NEW YORK TO BE GONE TEN DAYS MURRAY

MATTER HAVE TO WAIT

W G HENSHAW

*343 Pm
W.*

WESTERN UNION DAY LETTER

THEO. N. VAIL, PRESIDENT

SEND the following Day Letter, subject to the terms on back hereof, which are hereby agreed to

July 1, 1914.

Mr. Wm. G. Henshaw,
762 Mills Bldg.,
San Francisco, Calif.

please mail statement today showing expense account
in three heads as follows: First cost of acquiring
Government and Es Condido Mutual Water Rights. Second
promotion expenses, salaries, office expenses etc.
Third. engineering. Do not include taxes or interest.
Your engineering and surveying statement satisfactory.
Itemize all statements by month as near as possible.
Have Lees write letter accompanying statement so I
can turn in his letter and statement to Harroun.

Ed. Fletcher.

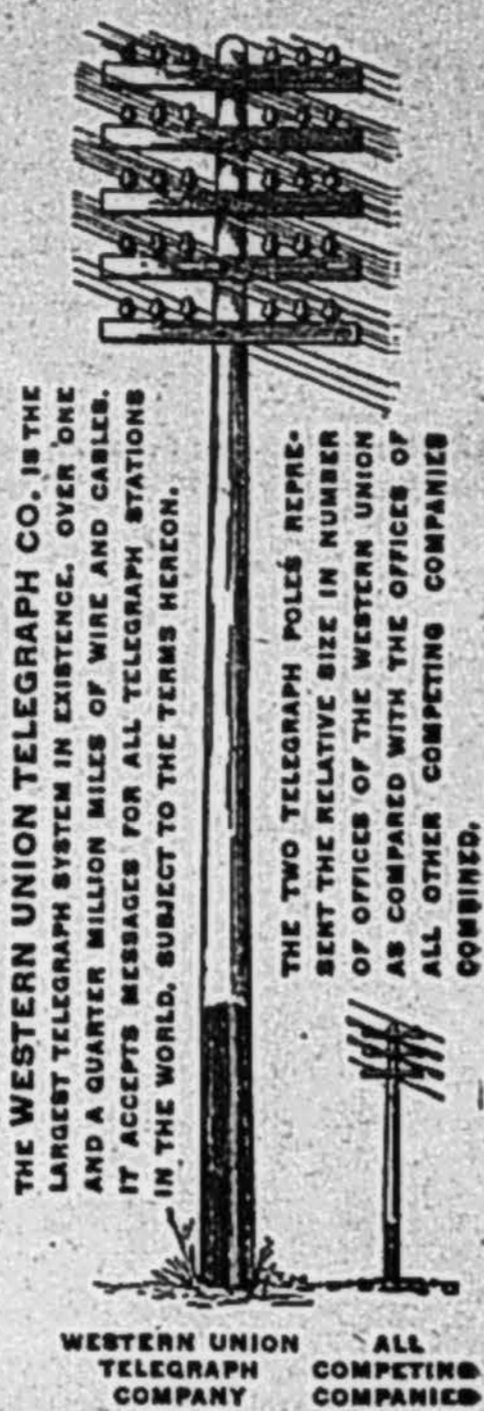
ALL MESSAGES TAKEN BY THIS COMPANY ARE SUBJECT TO THE FOLLOWING TERMS WHICH ARE HEREBY AGREED TO

To guard against mistakes or delays, the sender of a message should order it REPEATED, that is, telegraphed back to the originating office for comparison. For this, one-half the unrepeatable message rate is charged in addition. Unless otherwise indicated on its face, THIS IS AN UNREPEATED MESSAGE AND PAID FOR AS SUCH, in consideration whereof it is agreed between the sender of the message and this Company as follows:

1. The Company shall not be liable for mistakes or delays in the transmission or delivery, or for non-delivery, of any UNREPEATED message, beyond the amount received for sending the same; nor for mistakes or delays in the transmission or delivery, or for non-delivery of any REPEATED message, beyond fifty times the sum received for sending the same, unless specially valued; nor in any case for delays arising from unavoidable interruption in the working of its lines; nor for errors in cipher or obscure messages.
2. In any event the Company shall not be liable for damages for any mistakes or delay in the transmission or delivery, or for the non-delivery of this message, whether caused by the negligence of its servants or otherwise, beyond the sum of FIFTY DOLLARS, at which amount this message is hereby valued, unless a greater value is stated in writing hereon at the time the message is offered to the Company for transmission, and an additional sum paid or agreed to be paid based on such value equal to one-tenth of one per cent, thereof.
3. The Company is hereby made the agent of the sender, without liability, to forward this message over the lines of any other Company when necessary to reach its destination.
4. Messages will be delivered free within one-half mile of the Company's office in towns of 5,000 population or less, and within one mile of such office in other cities or towns. Beyond these limits the Company does not undertake to make delivery, but will, without liability, at the sender's request, as his agent and at his expense, endeavor to contract for him for such delivery at a reasonable price.
5. No responsibility attaches to this Company concerning messages until the same are accepted at one of its transmitting offices; and if a message is sent to such office by one of the Company's messengers, he acts for that purpose as the agent of the sender.
6. The Company will not be liable for damages or statutory penalties in any case where the claim is not presented in writing within sixty days after the message is filed with the Company for transmission.
7. No employee of the Company is authorized to vary the foregoing.

ROBERT C. CLOWRY, PRESIDENT BELVIDERE BROOKS, GENERAL MANAGER

MONEY TRANSFERRED BY TELEGRAPH AND CABLE TO ALL THE WORLD



5% Bonds no payment or cash just as you prefer. I advise arbitration by all means. I suggest you give me authority to say that you will arbitrate along above mentioned terms. I am interested in interest will make your San Diego your

ALL DAY LETTERS TAKEN BY THIS COMPANY SHALL BE SUBJECT TO THE FOLLOWING TERMS:

The Western Union Telegraph Company will receive DAY LETTERS, to be transmitted at rates lower than its standard telegram rates, as follows: one and one-half times the standard night letter rate shall be charged for the transmission of fifty (50) words or less, and one-fifth of the initial rate for such fifty words shall be charged for each additional ten (10) words or less.

To guard against mistakes or delays, the sender of a day letter should order it REPEATED, that is, telegraphed back to the originating office for comparison. For this, one-half the unrepeatable day letter rate is charged in addition. Unless otherwise indicated on its face, THIS IS AN UNREPEATED DAY LETTER AND PAID FOR AS SUCH, in consideration whereof it is agreed between the sender of the day letter and this Company as follows:

1. The Company shall not be liable for mistakes or delays in the transmission or delivery, or for non-delivery, of any UNREPEATED day letter, beyond the amount received for sending the same; nor for mistakes or delays in the transmission or delivery, or for non-delivery, of any REPEATED day letter, beyond fifty times the sum received for sending the same, unless specially valued; nor in any case for delays arising from unavoidable interruption in the working of its lines; nor for errors in obscure day letters.
 2. In any event the Company shall not be liable for damages for any mistakes or delay in the transmission or delivery, or for the non-delivery, of this day letter, whether caused by the negligence of its servants or otherwise, beyond the sum of FIFTY DOLLARS, at which amount this day letter is hereby valued, unless a greater value is stated in writing hereon at the time the day letter is offered to the Company for transmission, and an additional sum paid or agreed to be paid based on such value equal to one-tenth of one per cent, thereof.
 3. The Company is hereby made the agent of the sender, without liability, to forward this day letter over the lines of any other Company when necessary to reach its destination.
 4. Day Letters will be delivered free within one-half mile of the Company's office in towns of 5,000 population or less, and within one mile of such office in other cities or towns. Beyond these limits the Company does not undertake to make delivery, but will, without liability, at the sender's request, as his agent and at his expense, endeavor to contract for him for such delivery at a reasonable price.
 5. No responsibility attaches to this Company concerning day letters until the same are accepted at one of its transmitting offices, and if a day letter is sent to such office by one of the Company's messengers, he acts for that purpose as the agent of the sender.
 6. The Company will not be liable for damages or statutory penalties in any case where the claim is not presented in writing within sixty days after the day letter is filed with the Company for transmission.
- In further consideration of the reduced rate for this special "DAY LETTER" service, the following special terms are hereby agreed to:
- A. DAY LETTERS may be forwarded by the Telegraph Company as a deferred service and the transmission and delivery of such DAY LETTERS is, in all respects, subordinate to the priority of transmission and delivery of regular telegrams.
 - B. DAY LETTERS shall be written in plain English. Code language is not permissible.
 - C. This DAY LETTER may be delivered by the Telegraph Company by telephoning the same to the addressee, and such delivery shall be a complete discharge of the obligation of the Telegraph Company to deliver.
 - D. This DAY LETTER is received subject to the express understanding and agreement that the Company does not undertake that a DAY LETTER shall be delivered on the day of its date absolutely and at all events; but that the Company's obligation in this respect is subject to the condition that there shall remain sufficient time for the transmission and delivery of such day letter on the day of its date during regular office hours, subject to the priority of the transmission of regular telegrams under the conditions named above.

No employee of the Company is authorized to vary the foregoing.

THE WESTERN UNION TELEGRAPH COMPANY, INC.
THEO. N. VAIL, PRESIDENT

CLASSES OF SERVICE

TELEGRAMS

A full-rate expedited service.

NIGHT TELEGRAMS

Accepted up to 2.00 A.M. at reduced rates to be sent during the night and delivered not earlier than the morning of the next ensuing business day.

DAY LETTERS

A deferred day service at rates lower than the standard telegram rates as follows: One and one-half times the standard night letter rate for the transmission of 50 words or less and one-fifth of the initial rate for each additional 10 words or less. Subordinate to the priority of transmission and delivery of regular telegrams. Must be written in plain English. Code language not permissible.

NIGHT LETTERS

Accepted up to midnight for delivery on the morning of the next ensuing business day, at rates still lower than standard night telegram rates, as follows: The standard day rate for 10 words shall be charged for the transmission of 50 words or less, and one-fifth of such standard day rate for 10 words shall be charged for each additional 10 words or less. Must be written in plain English. Code language not permissible. Mail delivery, postage prepaid, permissible.

WESTERN UNION

Form 260

RECEIVERS NO.	TIME FILED	CHECK
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TELEGRAM

THEO. N. VAIL, PRESIDENT

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

July 1st, 1914.

Mr. Wm. G. Henshaw,
Mills Bldg.,
San Francisco, Cal.

Leaving Sunday. Must arrange Tom and Jim Carroll payments before I go. Shall I deposit my check with the Title Company, get the Carrolls to deposit deed and in that way hold them off so will not have to draw on you until about July 15th, when deal will probably be closed by Title Company. Total amount approximately Twenty Thousand Dollars. Rush answer.

Ed Fletcher.

(Day Letter)

POSTAL TELEGRAPH - COMMERCIAL CABLES

CLARENCE H. MACKAY, PRESIDENT

RECEIVED AT SAN DIEGO, CAL.
TELEPHONE 16
HOME 2211 SUNSET MAIN 82

TELEGRAM

DELIVERY No.

27

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

DESIGN PATENT No. 40329

40 gs V 19

San Francisco Calif July 2, 1914 1245pm

Ed Fletcher
San Diego
Wire received re Escondido agreement
will furnish copy today to
Harroun and will mail copy
to you today also.

Wm G Henshaw.

Form 260

THE WESTERN UNION TELEGRAPH COMPANY

INCORPORATED

25,000 OFFICES IN AMERICA. CABLE SERVICE TO ALL THE WORLD

ROBERT C. CLOWRY, PRESIDENT

BELVIDERE BROOKS, GENERAL MANAGER

RECEIVER'S No.	TIME FILED	CHECK
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DAY LETTER

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

San Diego, Calif., July 2, 1914.

William G. Henshaw,
762 Mills Bldg.,
San Francisco, Calif.

Have you original or copy Escondido Mutual Water Company water right agreement? if so, furnish one copy to Harroun and send one here. Rush answer.

Ed Fletcher.

Charge Ed Fletcher.

POSTAL TELEGRAPH - COMMERCIAL CABLES

CLARENCE H. MACKAY, PRESIDENT

RECEIVED AT
951 5TH ST., SAN DIEGO, CAL.
TELEPHONE 16
HOME 2211 SUNSET MAIN 82

TELEGRAM

DELIVERY No.

34

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

DESIGN PATENT No. 40329

51 gs mo 20.

New York, NY., July 24, 1913.

Wm. G. Henshaw,
Care Riverside Portland Cement Co.,
Sandiego, Cal.

wired you yesterday to security Trust and Savings Bank \$100,000
subject to your order.

H. P. Whitney.

322 pm

TELEPHONED

Wm G Henshaw

THE WESTERN UNION TELEGRAPH COMPANY

25,000 OFFICES IN AMERICA. INCORPORATED CABLE SERVICE TO ALL THE WORLD

ROBERT C. CLOWRY, PRESIDENT

BELVIDERE BROOKS, GENERAL MANAGER

RECEIVER'S No.	TIME FILED	CHECK
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SEND the following message subject to the terms
on back hereof, which are hereby agreed to

DAY MESSAGE

July 29, 1914.

William C. Henshaw,
762 Mills Bldg.,
San Francisco, California.

Indian Escondido agreement serious. Am sending copy
of both agreements today with letter. Harroun wants legal
opinion from Judge Henshaw and will accept his advice.
When does Judge go to the jinks?

Ed Fletcher.

Charge to Fletcher acct.

William C. Henshaw
Mills Building
San Francisco

San Francisco, Cal, June 29, 1914.

Mr. Ed. Fletcher,

San Diego, Cal.

Dear Sir:-

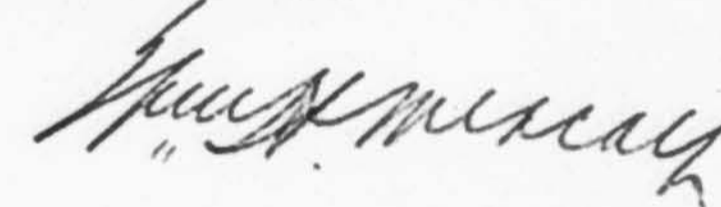
You told me Saturday while you were here to write
to you with reference to obtaining extensions on the following
payments:

Ferlin,	\$2000.00	due June 26	<i>July 1st must be paid</i>
March Nelson,	733.67 734	" July 1	<i>Paid 134. July 1-</i>
Utt,	1000.00	" " 1	
Hindle,	2500.00	" " 2	
Pico Ppty.,	1000.00	" June 1	(Tubbs Estate)

Enclosed is a receipt for you to sign. This is for
the \$500.00 draft which you drew on Mr. Henshaw from Salt Lake.

Yours truly,

WHM



COPY

July 31/1914

Mr. Wm. G. Henshaw,
Mills Building,
San Francisco, Cal.

My dear Will:-

I have examined with care, the contracts which you have submitted to me, that between yourself and the Escondido Water Company of date June 21st, 1912, and that between the same Water Company and the Government of the United States through the Indian Service, of date April 1st, 1914.

You ask me what effect these contracts have upon your own water rights, or in other words, whether the contract between the E.M.W. Company and the United States in any way affects, impairs or reduces the amount of water to which otherwise you would be entitled. I answer that it would have no effect at all upon your water rights, nor upon the quantity of water to which you are entitled.

This requires a few words of explanation. Your contract with the E. M. W. Company binds you under expressed conditions to furnish that company annually, or to see that it is furnished annually with 1,350,000,000 gallons of water; you do not in any way bind yourself to provide the Indians with any water. The only mention of the Indians and of their water rights contained in your contract, is found at the bottom of Page 4 and the top of Page 5 thereof. In the one place it is in effect declared that when at certain periods there shall not exceed "200 miner's inches of water flowing in said river above the amount required by the Indians", these said 200 inches or less, shall not be counted as part of the 1,350,000,000 gallons. This holding good until July, 1917. Thereafter the same provision is made to apply if the river is carrying 100 miner's inches or less.

You will note that you do not in terms agree to furnish the Indians with any amount of water. In point of law the Indians are but riparian proprietors on the stream below your proposed points of diversion. Their rights and your duties are just the same as they would be for any riparian proprietors so situated. Their rights and your duties are exactly the same as though instead of being Indians, it was a community of white people so situated. Their rights, therefore, are simply those of other riparian proprietors, a right to use a reasonable quantity of the water normally flowing in the stream in front of their lands. Such riparian rights are well defined. They are the rights to use this reasonable quantity of water, first for domestic purposes and the watering of stock, and second for purposes of irrigation.

No rights to use the water for power purposes as such are a part of the riparian proprietors' rights, save in that narrow class of cases where the riparian proprietor can, while the water is passing his land devote it to power purposes as by a dam or mill site, as by a ram or by some natural drop whereby electric power may be generated. All of these power uses can be made only where under exceptional circumstances the stream, as it flows past a riparian proprietor's land can be used for such purposes without injury to any other riparian proprietor's rights. One illustration will suffice: A riparian proprietor possessing a natural dam site on his land may use that dam site to generate power providing in so doing he does not impair either the quality or quantity of the natural flow. Otherwise as a riparian proprietor he cannot make such use of the water.

Coming back now to the rights of the Indians, they have the right above indicated to use the necessary quantity of the waters natural flow in the river for their domestic purposes and to use a reasonable quantity of it for purposes of irrigation. Your legal duty on the other hand is not to interfere with their rights, or in other words, see that you do not interfere with their receiving the quantity of water which as riparian proprietors they would be entitled to take and use if the water were allowed to flow in a state of nature past their lands. That is all that you are required to do. The E.M.W. Company may contract with the Indians to give them much more water than may be required for these purposes, or give them power or water to generate power, but if they have made such a contract they must fulfill it, so far as you are concerned, out of the water which you have agreed they should have, namely, the 1,350,000,000 gallons per annum. The E.M.W. Company's contract with the Government, therefore, may impose upon that Company additional obligations in regard to the Indians. This cannot in the slightest degree affect your rights nor your duties and responsibilities in the matter either to the Water Company or to the Indians. Finally, it is perfectly plain from your contract with the E.M.W. Company that the latter has undertaken to supply the Indians with water under their Government contract of June, 1894, and that your contract to supply the Water Company with 1,350,000,000 gallons per annum, includes the supply to the Indians. In other words, whenever you supply 1,350,000,000 gallons per year in your contract, you have fulfilled all your obligations, both to the Water Company and to the Indians. By this I mean the following: That it is the plain intent of the contract that the E.M.W. Company should take care of the water supply of the Indians, and that for the rights of the E.M.W. Company and for the rights of the Indians' supply you are to deliver to the E. M. W. Company the indicated amount annually. While you are so delivering that supply it is the duty of the E. M. W. Company to supply the Indians with all the water which they may be entitled to as riparian proprietors.

W.G.H. 3.

If the E. M. W. Company should fail to furnish the Indians with that supply, you would have the clear right to furnish the Indians with that water yourself and deduct the amount of it from the quantity annually to be received by the E. M. W. Company, but more than this you are under no legal or moral obligation to do.

If I have made myself plain you will see, therefore, as I said at the beginning that your water rights are in no way impaired or lessened by this new contract between the E.M.W. Company and the United States Government.

Affectionately your brother,

P.S. My understanding is, of course, based on the contracts themselves, and upon your oral statement to me, which seems to be borne out by your contract, that the E. M. W. Company was to take care of the Indians in the matter of water. I assume, of course, that this includes water for the Rincon Reservation Indians, as well as for the Pala. If, however, this is not so as to the Rincon Indians, then if your diversion interferes with their lower riparian rights you would, of course, have to arrange to supply them with water to the extent that you lessen their supply. But even so that would not be governed in the least by the terms of the E.M.W. Company's contract with the Government.

PRIORITIES ON SAN LUIS REY

1. Escondido Ditch, Filing 1891.
2. Rincon Indian Ditch. 75 Miners Inch capacity. South side of river. Use May 1 to Sept. 1.

During 1912	use was	
May	40 ac. ft.	} This water is passed through Escondido Ditch in summer time only and used to develop power for operating Plant 2 A.
June	40 "	
July	40 "	
Aug.	20 "	
- 2 A Rincon Indian pumping plant. Capacity 100 inches. Use on 450 acres. Use 900 acre feet.
3. Pala Indian Ditch. Capacity 250 miners inches. South side of River. Use from April 1 to Nov.1. Average during 1912 - 170 acre ft.per month.
4. Pala Indian pumping plant. Capacity 200 Miners inches. Operated about same time as Pala Ditch. Probably about 1500 acre feet per annum.
5. Moreno Ditch. North side. Capacity 50 miners inches. Use in 1912 - 220 acre feet. April to November.
6. Monserate pumping plant. Capacity 300 miners inches. Used for Alfalfa. May to Nov.1st. Use about 150 acre feet.
7. Canfield Estate. Several small plants installed within last year. Probably combined capacity 100 miners inches. Used on Alfalfa. About 200 acres irrigated, probably 600 acre feet.
8. San Luis Rey Irrigation Company Ditch. Original Mission Ditch - South side of River. Capacity 125 inches. Use in 1912 - 212 acre feet.
9. Libbey Ditch. North side of River. Capacity 80 inches. Use 100 acre feet in 1912. Use in 1912 on ditches (8 and 9) was low Probable average use of both ditches is 600 acre feet.
10. Jones Pumping Plant. Located Sec.9, T 11 S, R 4 W. Capacity unknown Probably 20 miners inches. About 50 acres irrigated - say 150 acre ft.
11. Herman, P.P. Located Sec.9, T 11 S, R 4 W. Capacity about 40 miners inches. 60 acres irrigated - say 180 acre feet.
12. Bland, P P Located Sec. 5, T 11 S, R 4 W. Capacity about 50 inches. 100 acres irrigated - 300 acre feet.
13. Mission Ditch. Located South side. 50 inches capacity. Abandoned Virtually.
14. South Coast Land Company. p.p Located Sec. 18, T 11 S, R 4 W. Capacity 30 inches. Not used much. Beet land. Used about two months. 100 acres, say 100 acre feet.
15. Hubbert P.Plant. Sec. 13, T 11 S, R 5 W. 30 inches capacity. 70 acres 200 acre feet.
16. City of Oceanside Pumping plant.

William G. Henshaw
Tyler Henshaw
Charles W. Gould
MILLS BUILDING
SAN FRANCISCO

1370
W. G. Henshaw
J. W. Gould

San Francisco, Cal.,
July 31, 1914.

Ed Fletcher, Esq.,

San Diego,

Cal.

Dear Sir:-

I am sending you by this mail a copy of the report of J.G. White & Company dated May, 1911. Look this over and if you think it desirable, forward same to Harroun.

I also enclose copy of my brother Fred's opinion on the Escondido-Indian Water Rights. Also copy of letter I just received from Hawgood. Hawgood apparently thinks that there should be no deductions made for the water diverted through the Escondido ditch, and Fred seems to think that the only amount that the Company need consider would be the 1,550,000,000, as mentioned in our agreement with the Escondido Water Company.

I expect to return from Bohemian Grove Monday morning and may go back Tuesday afternoon, but may be detained here until later in the week. Except this copy of letter from the Judge, I will furnish Harroun nothing without first consulting you.

Yours truly,

W. G. Henshaw

C O P Y

July 31, 1914.

Mr. Wm. G. Henshaw,
Mills Building,
San Francisco, Cal.

My dear Will:-

I have examined with care, the contracts which you have submitted to me, that between yourself and the Escondido Water Company of date of June 21st, 1912, and that between the same Water Company and the Government of the United States through the Indian Service, of date April 1st, 1914.

You ask me what effect these contracts have upon your own water rights, or in other words, whether the contract between the E. M. W. Company and the United States in any way effects, impairs or reduces the amount of water to which otherwise you would be entitled. I answer that it would have no effect at all upon your water rights, nor upon the quantity of water to which you are entitled.

This requires a few words of explanation. Your contract with the E. M. W. Company binds you under expressed conditions to furnish this company annually, or to see that it is furnished annually with 1,350,000,000 gallons of water; you do not in any way bind yourself to provide the Indians with any water. The only mention of the Indians and of their water rights contained in your contract, is found at the bottom of Page 4 and the top of Page 5 thereof. In the one place it is in effect declared that when at certain periods there shall not exceed "200 miner's inches of water flowing in said river above the amount required by the Indians", these said 200 inches or less, shall not be counted as part of the 1,350,000,000 gallons. This holding good until July, 1917. Thereafter the same provision is made to apply if the river is carrying 100 miner's inches or less.

You will note that you do not in terms agree to furnish the Indians with any amount of water. In point of law the Indians are but riparian proprietors on the stream below your proposed points of diversion. Their rights and your duties are just the same as they would be for any riparian proprietors so situated. Their rights and your duties are exactly the same as though instead of being Indians, it was a community of white people so situated. Their rights, therefore, are simply those of other riparian proprietors, a right to use a reasonable quantity of the water normally flowing in the stream in front of their lands. Such riparian rights are well defined. They are the rights to use this reasonable quantity of water, first for domestic purposes and the watering of stock, and second for purposes of irrigation.

//
Judge F. W. Henshaw

Original letter sent to J. B.
Lippincott on April 1, 1915.

No rights to use the water for power purposes as such are a part of the riparian proprietors' rights, save in that narrow class of cases where the riparian proprietor can, while the water is passing his land devote it to power purposes as by a dam or mill site, as by a ram or by some natural drop whereby electric power may be generated. All of those power uses can be made only where under exceptional circumstances the stream, as it flows past a riparian proprietor's land can be used for such purposes without injury to any other riparian proprietors' rights. One illustration will suffice: A riparian proprietor possessing a natural dam site on his land may use that dam site to generate power providing in so doing he does not impair either the quality or quantity of the natural flow. Otherwise as a riparian proprietor he cannot make such use of the water.

Coming back now to the rights of the Indian, they have the right above indicated to use the necessary quantity of the waters natural flow in the river for their domestic purposes and to use a reasonable quantity of it for purposes of irrigation. Your legal duty on the other hand is not to interfere with their rights, or in other words, see that you do not interfere with their receiving the quantity of water which as riparian proprietors they would be entitled to take and use if the water were allowed to flow in a state of nature past their lands. That is all that you are required to do. The E.M.W. Company may contract with the Indians to give them much more water than may be required for these purposes, or give them power or water to generate power, but if they have made such a contract they must fulfill it, so far as you are concerned, out of the water which you have agreed that should have, namely the 1,350,000,000 gallons per annum. The E.M.W. Company's contract with the Government, therefore, may impose upon that Company additional obligations in regard to the Indians. This cannot in the slightest degree effect your rights nor your duties and responsibilities in the matter either to the Water Company or to the Indians. Finally, it is perfectly plain from your contract with the E. M. W. Company that the latter has undertaken to supply the Indians with water under their Government contract of June, 1894, and that your contract to supply the Water Company with 1,350,000,000 gallons per annum, includes the supply to the Indians. In other words, whenever you supply 1,350,000,000 gallons per year in your contract, you have fulfilled all your obligations, both to the Water Company and to the Indians. By this I mean the following: That it is the plain intent of the contract that the E. M. W. Company should take care of the water supply of the Indians, and that for the rights of the E.M.W. Company and for the rights of the Indian's supply you are to deliver to the E. M. W. Company the indicated amount ~~annually~~ annually. While you are so delivering that supply it is the duty of the E. M. W. Company to supply the Indians with all the water which they may be entitled to as riparian proprietors.

If the E. M. W. Company should fail to furnish the Indians with that supply, you would have the clear right to furnish the Indians with that water yourself and deduct the amount of it from the quantity annually to be received by the E. M. W. Company, but more than this you are under no legal or moral obligation to do.

If I have made myself plain you will see, therefore, as I said at the beginning that your water rights are in no way impaired or lessened by this new contract between the E. M. W. Company and the United States Government.

Affectionately your brother,

(Signed) F. W. Henshaw

P.S My understanding is, of course, based on the contracts themselves, and upon your oral statement to me, which seems to be borne out by your contract, that the E. M. W. Company was to take care of the Indians in the matter of water. I assume, of course, that this includes water for the Rincon Reservation Indians, as well as for the Pala. If, however, this is not so as to the Rincon Indians, then if your diversion interferes with their lower riparian rights you would, of course, have to arrange to supply them with water to the extent that you lessen their supply. But even so that would not be governed in the least by the terms of the E.M.W. Company's contract with the Government.

WESTERN UNION

Form 2289 K



NIGHT LETTER

THEO. N. VAIL, PRESIDENT

RECEIVED AT

14GS W 105 NL

SANFRANCISCO CAL AUG 6 1914

ED FLETCHER

SANDIEGO CAL

I AM LEAVING THIS AFTERNOON FOR BOHEMIAN GROVE AND UNLESS UNEXPECTEDLY CALLED BACK WILL RETURN MONDAY MORNING DO AS YOU

PLEASE IN THE CUYAMACA MATTER BUT ADVISE NOT ABSOLUTELY COMMITTING YOURSELF UNTIL THE LAST POSSIBLE MOMENT AND ESPECIALLY UNTIL THE

COUNCIL IS ABSOLUTELY SURE THEY ARE READY TO ACT TRY IF POSSIBLE AND POSTPONE THE CABLE AND NULTON PAYMENTS IN THE PRESENT CONDITION OF AFFAIRS I WOULD RATHER LEAVE THE MONEY IN BANK UNTIL THE SITUATION

CLEARNS HAVE ORDERED COPIES OF LETTERS OF PERMITS FROM THE

SECRETARY OF INTERIOR PREPARED AND FORWARDED TO YOU TODAY YOU LOOK THEM OVER AND FORWARD WHATEVER NECESSARY TO HARROUN

WM G HENSHAW

AUG 5 159A

WESTERN UNION

Form 2589

RECEIVERS NO.	TIME FREE	CHECK
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DAY LETTER

THEO. N. VAIL, PRESIDENT

SEND the following Day Letter, subject to the terms on back hereof, which are hereby agreed to

Aug. 4, 1914.

Mr. Wm G. Henshaw,
762 Mills Bldg.,
San Francisco, Calif.

Shall I draw for Cable payment Eleven Thousand Five Hundred Dollars and interest? City Council turned down water commission report, recommending purchase Scripps Ranch and condemning El Capitan Damsite. Water commission refuses to resign and fight is on. Members of council want Cuyamaca offer submitted at once. Cannot get it in shape before first of week. Please wire your consent.

Ed. Fletcher

(Chg Volcan Land & Water Co.)

William G. Henshaw
Mills Building
San Francisco

San Francisco, Cal. Aug. 7, 1914.

Mr. Ed. Fletcher,
San Diego, Cal.

Dear Sir:-

During July you drew on Mr. Henshaw for \$950.28 which I understood was for putting the road into condition from Pamo Dam up to the San Pasqual Grade. This did not appear on your July statement, so I shall ask you against what account this is chargeable.

Some time during May the Riverside Portland Cement Company shipped to the Volcan Land & Water Co. at Oceanside 160 barrels of cement. Against what account is this chargeable.

Kindly send me a segregation for each charge on your July statement of the Volcan Land & Water Co. amounting to \$1618.02.

Yours truly,

WHM

Wm G. Henshaw

*3-22-14
Pamo Dam
B-2-D
Henshaw*

Aug. 12, 1914.

Mr. Wm. G. Henshaw,
762 Mills Bldg.,
San Francisco, Calif.

Dear Sir:

Replying to your favor of Aug. 7th regarding the distribution for the \$950.28 for putting the road into condition to Pamo Dam, would say that this was charged to Pamo Dam construction. The 160 barrels of cement was for the Warner Outlet Tunnel and the segregation for the \$1618.02 is enclosed.

Yours very truly,

MF.B

WESTERN UNION

Form 2580

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DAY LETTER

THEO. N. VAIL, PRESIDENT

SEND the following Day Letter, subject to the terms on back hereof, which are hereby agreed to

Aug. 24, 1914.

Mr. Wm G. Henshaw,
762 Mills Bldg.,
San Francisco, Calif.

Beet seed extremely scarce. Santa Ana Sugar Company, with whom we are doing business, are liable on account freight haul to refuse to furnish seed for our lands San Diego County this coming year. If we can secure our own seed independently it will make us money and assure our lands being planted. By all means see Winterhauker promptly get him to furnish us at least three hundred bags of seed for coming season. Wire answer report of meeting. San Diego Sun has strongly indorsed Volcan proposition in Saturday's issue ~~and~~ will continue daily educating people, Hurrah!

Ed. Fletcher

(Chg Volcan Land & Water Co)

WESTERN UNION

Form 2589



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DAY LETTER

THEO. N. VAIL, PRESIDENT

SEND the following Day Letter, subject to the terms on back hereof, which are hereby agreed to

Aug. 25, 1914.

Mr. Wm. G. Henshaw,
762 Mills Bldg.,
San Francisco, Calif.

At suggestion Mayor O'Neill and city council thirty or forty business men leave here eight o'clock Thursday morning to go over Volcan system returning Friday afternoon.

Suggest you come down on Lark tonight and make trip with party. Wire answer. What about Bland matter?

Ed. Fletcher

(Chg Volcan Land & Water Co)

SAN DIEGO, CALIFORNIA, August 26, 1914.

Mr. William G. Henshaw,
San Diego, Calif.

My dear Mr. Henshaw:

I rang up Harry Titus and asked him to take this business men's trip. He said he could not go. Mr. Spreckels had been invited, and I asked him if Mr. Spreckels was going. He said no, he was leaving tomorrow for San Francisco by boat. I told him that Mr. Spreckels had an engagement to meet Mr. Henshaw here Friday, and I felt you would be annoyed at his not being here unless he notified you that Mr. Spreckels would not be here, and I told him the nature of the coming interview. He said that he would speak to Mr. Spreckels about it and try and get an answer from him as to his attitude.

I am taking out over forty business men to see the Volcan system - eleven machines - and will certainly have a job on my hands to make good with them.

Everything is favorable.

Yours very truly,

F-S

William G. Henohan
Millo Building
San Francisco

San Francisco, Cal. Sept. 1, 1914.

Mr. Ed. Fletcher,
San Diego, Cal.

Dear Sir:-

Let me hear from you as soon as the Council have appointed the proposed Committee and let me know what the attitude of the Committee will be.

Also send me up the San Diego papers during this campaign, so that I can keep in touch as to what they are saying about the Volcan.

Another thing, would you make up at your convenience, a memorandum itemized, showing what you think would be necessary to be expended to make a delivery to the City under the proposed contract. In other words, the amounts that we will still have to pay to clear the titles. You need not include the Warner reservoir site as I can estimate that myself.

Also make up a memorandum of what you think it will cost to buy the other riparian rights that we have agreed to secure mentioning these in detail. What I am after is to form a rough estimate of the amount of money that we will have to expend to clear the titles in order that we can get the delivery of the bonds from the City. If such an amount would come to say, \$250,000 and the payment by the City was only \$1,000,000, it would leave only \$750,000 available for construction, etc.

Yours truly,

Wm. G. Henohan

WGH

Mr. Henohan personally dictated this letter but has
to leave the office before it was ready for his signature.

JOHN A. NELSON
~~Henohan~~
6677 CALVIN ST.
RIVERSIDE
CAL

La Mesa Pottery Mart
~~Boulevard Gift~~
and Pottery Mart
GARDEN POTTERY - GIFTS - DISHES
8814 LA MESA BLVD.
LA MESA, CALIFORNIA
MR. & MRS.
VICTOR BRENNEISEN
PHONE
HOMELAND 6-5217

PHONE
LAKEVIEW RESORT
THRU RAMONA EXCHANGE

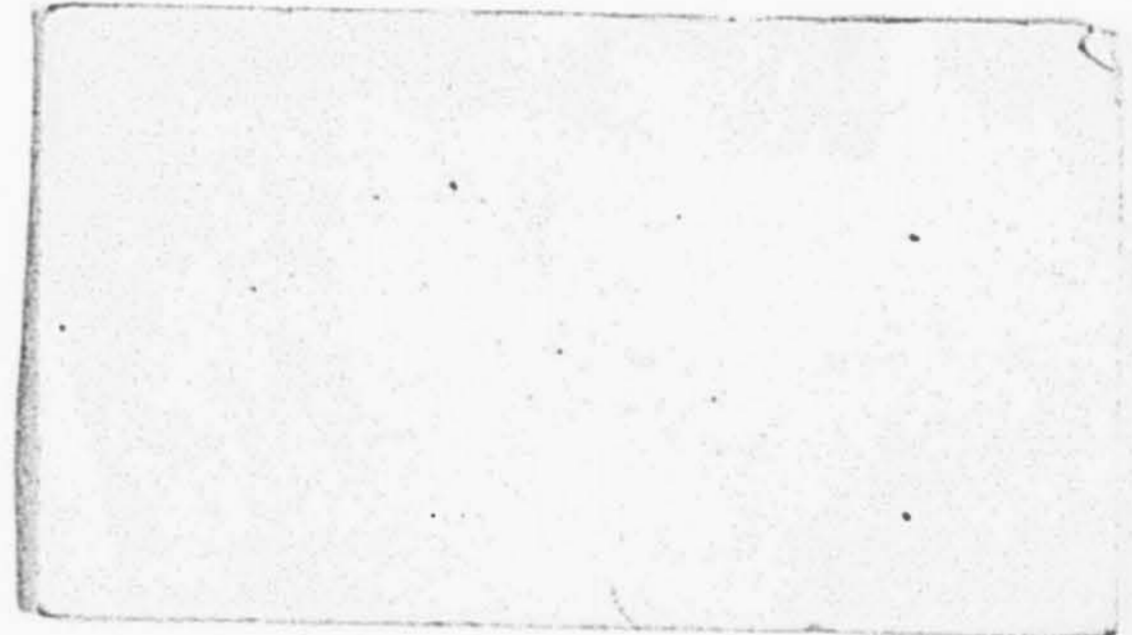
ADDRESS
SANTA YSABEL, CALIF.

CHARLIE'S AND MARY'S
LAKEVIEW RESORT

LAKE HENSHAW

CABINS
CAFE

FISHING TACKLE



Sept. 3, 1914.

Mr. Wm. G. Henshaw,

San Francisco, Calif.

Dear Sir:

Enclosed find clipping that is explanatory.

They did not come thru and let the new committee, but it will probably be done tomorrow or the next day. I have done the best I could to get the right kind of a committee and everything is favorable; it will be either seven or nine. I have not given the city of San Diego an extention on the Cuyamaca system that they have asked for, altho I received a telegram from Mr. Murray telling me to use my own judgement; I do not think it wise at the present time.

I want you to come down here, or I will meet you at Los Angeles, at an early date for a conference.

Everything is progressing favorably. I took Mr. Harry Titus and Mr. McMullen out over the system, and Mr. McMullen agreed to publish a series of articles about the Volcan purchase, at an early date. Mr. Harry Titus says that the Carroll damsite is the best that he has ever seen excepting the Moreno and Lower Otay. They were very favorably impressed.

Yours very truly,

EF:B

William G. Henshaw
Mills Building
San Francisco

San Francisco, Cal. Sept. 4, 1914.

Mr. Ed. Fletcher,
San Diego, Cal.

Dear Sir:-

A couple of weeks ago I told you to take your pruning knife and cut down the expenses of the Volcan Land & Water Company to a minimum. Kindly let me know what you have decided to recommend and what you have done, as well as showing what I can estimate the expenses will be from now on.

Yours truly,

WGH

Wm. G. Henshaw

Mr. Henshaw personally dictated this letter and left it in the office before it was ready for his signature.

September 4, 1914.

Mr. William G. Henshaw,
762 Mills Bldg.,
San Francisco, Cal.

My dear Sir:-

Answering yours of September 1st, will say that the committee is composed of Levi and Heller of the old committee; Frank Belcher of the First National Bank; George Burnham, Chairman of the meeting Friday night which you attended; Dr. F. R. Burnham; C. W. Woolman; Carl Heilbron; J. A. Gillons; and George Garretts. Belcher will be the dominating factor in the Committee. There is no question but what Levi and Heller will refuse to serve and I do not believe any one will be put in their places. It is hard to tell what these men will do. They are all fair-minded men, strong personality and I hope to convince them that the Volcan Water system should be purchased. Will talk this matter over with you the next time we get together. Will try and get the Committee together as soon as possible and get to work. The Council have allowed them to employ an engineer and stenographer and have instructed the City Engineer, Mr. Whitney, to be at their beck and call. There is a certain element in this City who are strong for the purchase of the Cuyamaca system and not the Volcan; and there is as strong an element who are in favor of the purchase of the Volcan and not the Cuyamaca. Both the Mayor and Jones and Fay asked me to give an extension of the Cuyamaca to the City but I have not done it yet although Murray has given his consent.

Wm. G. Honshaw, #2.

We got a decision last week from the Commission increasing the water rentals one thousand to twelve hundred per cent. It affects four or five hundred acres of land that have been subdivided into lots where they have had old water right contracts and have deeded out a fortieth to a sixtieth of an inch of water right to each lot. The Commission has paid no attention to the contracts and has instructed us to collect a minimum of 75¢ and 15¢ a thousand gallons, whereas we only collected 1½¢ a thousand gallons or \$70.00 an inch before. This all refers to the systems where we do not furnish water direct but other people have built the distributing systems and we only furnish it in bulk.

Yours very truly,

EF-BK

SAN DIEGO, CALIFORNIA, Sept. 5, 1914.

Mr. William G. Henshaw,
c/o Mira Vista,
Santa Barbara, Calif.

My dear Mr. Henshaw:

Answering yours of September 1st, will say that this is in a bad fix-up. I went to work, without consulting anybody, and rushed through the council a resolution throwing the old water commission out bodily, by rescinding the resolution that created the commission. He did this on his own initiative, without consulting anyone, and in the rush the council put it through.

He admits now it was a mistake. It has kicked up such a row, that part of the new commission will not serve after having agreed to, and it will be necessary to let things drift along for three or four days in order to smooth things out. It is unfortunate that things have come up in just this way. On the other hand, it is the greatest thing on earth to get Caste off the commission, for he has certainly been a disturbing element.

Now you have asked for the amount of money necessary to expand to clear the title. I think that what the city will want done is something like this; A contract to purchase, and they will ask you to deed them the Warners Dam site and perhaps the Carroll Dam site, and you would not be required to pay off the mortgages or anything else on the rest of the property or riparian rights, as long as you get up a bond for the delivery of same at a certain time. What do you think of this?

Enclosed find clipping from the Occasider Blade that will be of interest.

Yours very truly,

T-3

William G. Henshaw
Tyler Henshaw

MILLS BUILDING
SAN FRANCISCO

San Francisco, Cal. Sept. 8, 1914.

Mr. Ed. Fletcher,
San Diego, Cal.

Dear Sir:-

Answering yours of the 5th in which you refer to the terms and conditions that the City desire to make in case they go ahead with the purchase: I think you had better made no such suggestion until we have had a conference.

You say that they will ask me to deed them the Warner dam site and perhaps the Carroll dam site. Think if you would stop to think a moment, it would be out of the question, as these reservoirs would necessarily have to come under the bond issue of the Volcan Land & Water Company.

Yours truly,

Wm. G. Henshaw

WGH

Do not destroy personally if it is not to be destroyed by the office before it was destroyed by the office.

William G. Henshaw
Mills Building
San Francisco

San Francisco, Cal. Sept. 8, 1914.

Mr. Ed. Fletcher,
San Diego, Cal.

Dear Sir:-

I have just returned to the office and find your letter of Sept. 1st saying that you would like to draw upon me for \$2000 or \$2500 on account of Cuyamaca. In telephoning me to Santa Barbara, you mentioned \$3500. I couldn't discuss anything over the 'phone because there were other people present. As the matter stands with the obligations I have assumed to pay this month in other directions, I do not see how I can help you out on the Cuyamaca. Inside of a week or ten days matters may clear up, so that I may be able to help out without delay.

I judge from what you said on the 'phone that there is quite a "tempest blowing" in San Diego on account of the discharge of the old Commission and the appointment of the new advisory board. I agree with you that it is a mistake to arouse this unnecessary friction at this time, and certainly did everything I could while I was there to avoid just this situation. Apparently the spokesman of this quiet opposition, or at least the one nearest to them that we can talk with is John Forward, and I think it would be very wise for you to have a heart to heart talk with him and see if something can be programmed. If the influence that he represents, which apparently is the only one that we have to fear could be lined up actively for us, it would make very much easier sailing and make the results much more certain. I think you would be wise to give him a contingent interest in the results only to be payable when the City bonds are delivered. The 2% that you have mentioned based on the One Million Bonds would not be a heavy expense burden. I realize that you are on the ground and are best able to judge what is wise to do, and consequently only make such suggestions that occur to me. Do you think it would be better for me personally to try to make such an arrangement with Forward? I certainly feel that if you had Forward (representing his faction) working in harmony with you that a great many of the difficulties would be eliminated. If you would like to talk this over with me before taking it up with Forward I could leave here Thursday night returning Saturday.

I think it would be unwise to give the City an extension of the Cuyamaca option as that would merely crystallize those in opposition. You can easily explain the matter to the members of the City Council verbally, and assure them that whenever they are

-2-

ready to act, if the City wants the property, you do not doubt that it can be satisfactorily arranged.

In the same way I am inclined to think that it would be better to allow the option on the Volcan to expire without renewal for the same reasons as given above. What do you think?

Why could you not get the City to make an advance to the Cuyamaca explaining the difficulties, for sufficient to cover your immediate needs, and have the same returned to the City out of water furnished? This request, under the circumstances, would be, I think, considered reasonable.

Yours truly,

Wm. G. Henshaw

WGH

SAN DIEGO, CALIFORNIA, Sept. 10, 1914.

Mr. William G. Henshaw,
762 Hyde Bldg.,
San Francisco, Calif.

My dear Mr. Henshaw:

I have gone over with Mr. Post the question of expenses, and have cut down the expense of labor simply to one man. Is it not feasible to shut down work at Base, "together?"

We have seven or eight men working at Warners, and it is absolutely necessary to keep them there - at least until that tunnel work is completed, because every day's delay means such deterioration of the rock, and additional cave-ins weekly. We nearly lost the lives of one or two men by a recent cave-in, and this work must be cut through and the outlet tunnel completed at the earliest possible moment.

I have shut down work at the Carroll dam site, as the core drilling is completed and bed-rock has been found clear across.

In the office here I don't dare to let out Nickok yet, because he will be very valuable in case the purchase of this system comes to a vote of the people.

The expense of the engineering office this month should be cut down to approximately \$300.

I am only leaving one man at the Carroll dam site to keep working.

Yours very truly,

William G. Henshaw
Tyler Henshaw

HILLS BUILDING
SAN FRANCISCO

San Francisco, Cal. Sept. 14, 1914.

Mr. Ed. Fletcher,
San Diego, Cal.

Dear Sir:-

Answering yours of the 10th in relation to the cutting down of expenses: I beg leave to say that I quite concur in what you say.

Please make a rough estimate and let me know what the expenses will be from now on as you estimate it.

WGH

Yours truly,

Wm. G. Henshaw

WESTERN UNION

Form 2589

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DAY LETTER

THEO. N. VAIL, PRESIDENT

SEND the following Day Letter, subject to the terms on back hereof, which are hereby agreed to

San Diego, California, Sept. 14, 1914

William G. Henshaw,
762 Mills Bldg.,
San Francisco, Calif.

Everything going smoothly again. Spreckels paper this morning published strong favorable article. Fifteen improvement clubs have each appointed committee of one to inspect system next Thursday and Friday. Everything favorable that they will ask council for an election. I believe will sell Cuyamaca system within thirty days and call an election to purchase Volcan system. Jones authorizes me to tell you purchase Cuyamaca system in no way jeopardizes your interests. Wire, giving me authority to extend option ~~of~~ of Volcan purchase thirty days, on understanding will call election during that period.

Ed Fletcher.

Day letter.

Charge Volcan Land & Water Co.

WESTERN UNION

Form 2589 K



DAY LETTER

THEO. N. VAIL, PRESIDENT

RECEIVED AT

B13GS S 68BLUE LL

SANFRANCISCO CAL SEPT 26 1914

ED FLETCHER,

SANDIEGO CAL

I WIRED YOU ON TWENTY FOURTH ASKING YOU TO SEND IMMEDIATELY COPY OF PROPOSITION MADE TO THE CITY LAST AUGUST YOU AND I LOOKED IT OVER IN YOUR OFFICE LAST MONDAY HAVE NOT RECEIVED THE SAME WHETHER SENT OR NOT IMMEDIATELY FORWARD ME DUPLICATE CARE OF CEMENT COMPANY LOSANGELES WHERE I WILL ARRIVE MONDAY I NEED THIS IN ORDER TO USE IN DRAWING THE CONTRACT WITH THE CITY

WM G HENSHAW

1250P

WESTERN UNION

Form 1864



TELEGRAM

GEORGE W. E. ATKINS, VICE-PRESIDENT

NEWCOMB CARLTON, PRESIDENT

BELVIDERE BROOKS, VICE-PRESIDENT

RECEIVED AT

261GS G 20 PC

SANFRANCISCO CAL SEP 24 14

ED FLETCHER

SANDIEGO CAL

200

PLEASE FORWARD ME AT ONCE COPY OF THE PROPOSITION MADE TO THE CITY THAT I USED IN YOUR OFFICE MONDAY

WM G HENSHAW

337P

WESTERN UNION

Form 2589

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DAY LETTER

THEO. N. VAIL, PRESIDENT

SEND the following Day Letter, subject to the terms on back hereof, which are hereby agreed to

San Diego, Calif., Sept. 27, 1914

William G. Henshaw,
c/o Riverside Portland Cement Co.,
Los Angeles, California.

Advise you come here Tuesday, if possible, and settle Jones contract. This important before we can go any further in sale of Volcan property. Telephone.

Ed Fletcher.

Charge Volcan Land & Water Co.,
Day letter.

SAN DIEGO, CALIFORNIA, Sept. 30, 1914.

Mr. William G. Henshaw,
762 Mills Bldg.,
San Francisco, Calif.

My dear Mr. Henshaw:

Enclosed find clippings from the Union, which is explanatory. This action taken by the joint committee of the Improvement Clubs is a joke. There were only ten present; two of them voted who had no right to vote, and four out of the ten were opposed to this motion. This will be shown up in great shape ^{before} ~~the~~ the City Council.

Enclosed find article on the Arrowhead proposition.

Yours very truly,

F-S

SAN DIEGO, CALIFORNIA, Oct. 5, 1914.

Mr. William G. Henshaw,
762 Mills Bldg.,
San Francisco, Calif.

My dear Mr. Henshaw:

Enclosed find clippings from Sunday's Union. This will be of interest.

We have had 1.08 inches of rain at Cuyamaca and about 3/4 of an inch elsewhere over the county.

We had the greatest trip of record with those women, and they are coming through strong.

By the way, I don't see any reason why the City of San Diego, independently, should not petition the Railroad Commission to put a valuation on the Volcan system. I believe that we will get more than what Harroun has given us, and what do you think about it? It is going to help us very materially, and my suggestion is that we ask one of the councilmen to pass that resolution. I would prefer to have anyone else but Adams and Fay make the motion, and think I could arrange it.

Please let me hear from you in regard to this.

Yours very truly,

F-S

SAN DIEGO, CALIFORNIA, Oct. 7, 1914.

Mr. William G. Henshaw,
762 Mills Bldg.,
San Francisco, Calif.

My dear Mr. Henshaw:

Under separate cover I am sending you several copies of Sunday's Mirror that will be of interest and explanatory. Also several copies of the Federation, describing the journey of the delegates of the Federated Societies, who control over 17,000 votes - a strong organization.

Yours very truly,

F-S

SAN DIEGO, CALIFORNIA, Oct. 9, 1914.

Mr. William G. Henshaw,
762 Mills Bldg.,
San Francisco, Calif.

My dear Mr. Henshaw:

I have just taken sixteen men over the Volcan system, including U. S. Grant, and different business men of the city. We will have a fine interview from Grant. Some of these men have been our worst knockers, and one is a speaker who has been in opposition to us in the different improvement clubs.

We had a very successful trip, and am satisfied that I have disarmed the opposition to a great extent, as far as these people are concerned.

Yours very truly,

F-S

SAN DIEGO, CALIFORNIA, Oct. 13, 1914.

Mr. William G. Henshaw,
762 Mills Bldg.,
San Francisco, Calif.

My dear Mr. Henshaw:

We have drawn on you today for \$2681.41, covering the engineering expenses for the month of September, and I enclose you herewith statement, with receipted vouchers to follow.

You will note that this is \$600 less than last month, and from \$1000 to \$2000 less than the previous months.

Enclosed find letter from Post, which is explanatory. Unless I hear from you to the contrary, I have instructed Mr. Post to cut his men down to one-half time. I believe the Warners Outlet Tunnel expenses can be lessened, but what worries me to death is ^{the protection of} your water filings at Pano and Carroll Dams. It seems to me that there is danger there, and you ought to call your brother's attention to it. I may be entirely wrong in the matter.

I have instructed Post not to do anything about the pumping plant or pipe line from Bernardo to West Tract, nor to contour the West Tract or *Warners*, and to cut expenses right down to the bone.

As far as my office expenses are concerned, I have no conception of what it is going to cost. I have six or eight paid workers who are spreading the gospel and doing it well, through every club and society in town. I would say, off-hand, that my expenses will be from \$1500 to \$2000 a month, and a great deal more than that when it comes to election.

Yours very truly,

F-S

WESTERN UNION

Form 2580

RECEIVERS NO.

TIME FILED

CHECK



DAY LETTER

THEO. N. VAIL, PRESIDENT

SEND the following Day Letter, subject to the terms on back hereof, which are hereby agreed to

Oct. 13, 1914.

Wm. G. Henshaw,
Mills Bldg.,
San Francisco, Cal.

Osterhoff arrives here Thursday. Advise you be here Thursday also for conference. Wire answer.

ED. FLETCHER.

(Charge Ed. Fletcher)

Oct. 14, 1914.

Mr. Wm G. Henshaw,

San Francisco, Calif.

My dear Mr. Henshaw:

Enclosed find clippings that will be of interest.

Four hundred members of the society of Southern States unanimously voted in favor of the Volcan.

Regarding the Wide Awake Improvement Club; only eleven members were present and five of them are sided, for personal reasons, against the administration. There is going to be another meeting of the Wide Awake Club, at which I will be present, and I believe the result will be different.

Enclosed find letter from Mr. Post relative to the power end of it which in my opinion is important and this is a matter which Mr. Hawgood should have kept you in touch with, in my opinion.

Yours very truly,

EF:BB
enc

POSTAL TELEGRAPH - COMMERCIAL CABLES

RECEIVED AT
501 5TH ST., SAN DIEGO, CAL.
TELEPHONES
HOME 2211 SUNSET MAIN 82

CLARENCE H. MACKAY, PRESIDENT

TELEGRAM

DELIVERY NO.

34

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

16-541

DESIGN PATENT NO. 40529

22 gs mo 19. 1230 pm

h. San Francisco Cal November 2nd 1914.

Ed Fletcher,

Sandiego, Cal.

Titus not here expected to return here from San Diego Thursday
will see him then without fail explain to Forward.

Wm. G. Henshaw.

SAN DIEGO, CALIFORNIA, Nov. 3, 1914.

Mr. William G. Henshaw,
762 Mills Bldg.,
San Francisco, Calif.

My dear Mr. Henshaw:

Enclosed find letter from the attorneys for Ward,
which is explanatory.

We put up the \$500 two years ago and brought suit,
you will remember, thereby stopping the sale of the property to
others. It comprises 822 acres, at only \$60 an acre, and the
river runs for over two miles through the property. I would,
by all means, advise taking this option on the understanding that
\$4,500 is to be paid in six months and \$5,000 in a year, instead
of the \$9500 in six months.

This is the best buy in San Pasqual Valley. It controls
over one-third of all the ditch rights in the San Pasqual Valley.
When we get control of this and the Bernardo we are in position to
get the Santa Fe to build a line four miles long over to Bernardo,
and put that whole country into sugar beets.

Please return letter, and let me hear from you promptly
in regard to this.

Yours very truly,

William G. Henshaw
Tyler Henshaw

MILLS BUILDING
SAN FRANCISCO

San Francisco, Cal. Nov. 5, 1914.

Mr. Ed. Fletcher,
San Diego, Cal.

Dear Sir:-

Answering yours of Nov. 3rd, I have written to
Mr. Brown for the data on the Arrowhead system.

I have learned by telephone that Titus is in town
to-day and Fred is trying to get in touch with him this
afternoon, in the hopes of being able to actively line him
up in our behalf, and especially to see if Titus can't
prevent the Union from printing any more adverse articles.

Osthoff has not shown up yet and I suppose has
not yet arrived in San Francisco. I can do nothing but
await his appearance. When he does show up I anticipate
no trouble in arranging the terms of the contract so that
they will be mutually satisfactory.

I am enclosing another letter as you suggest,
punching you up with reference to the contract, but you
can show to Mr. Forward if you desire.

Yours truly,

Wm. G. Henshaw

WGH

WESTERN UNION

Form 200

TELEGRAM

THEO. N. VAIL, PRESIDENT

RECEIVERS NO.	TIME FILED	CHECK
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SEND the following Telegram, subject to the terms on back hereof, which are hereby agreed to

November 30, 1914.

Mr. William G. Henshaw,
762 Mills Bldg.,
San Francisco, Cal.

Can I draw on you for Twenty-five Hundred Dollars instead of Fifteen Hundred Dollars? I need it. This pays the Five Thousand Dollar note on account of Cuyamaca purchase which note I will attach to draft. Please wire answer. See O'Shaughnessy today. Have seen Marston. He will serve on committee.

Ed Fletcher.

(Chg. Cuyamaca Water Co)

Dec 8, 1914.

Mr. Wm G. Henshaw,

San Francisco, Calif.

My dear Mr. Henshaw:

Answering yours relative to release clauses in the South Coast Land Co. sale, will say that for the Amavis property of thirteen acres, Tracts 64 and 65, the proper release clause should be \$300. per acre.

Regarding the Slee property, Tracts 66, 67 and 68, of approximately twenty-seven acres; This has a good house, barn, olive orchard, etc., The proper release clause should be \$400. per acre and \$1000. extra for improvements.

Regarding the Frazer property of approximately ten acres; Tract 56. This should be \$300. per acre.

Regarding the Banford property of eighty acres; This is close to the ocean, has good improvements, and there should be a release clause of \$300. on this property with \$1500. for the improvements.

Regarding the Hoteling Tract; All that property that can be irrigated by gravity, approximately Three hundred and fifty acres, should be \$250. an acre, and the rest of it where water must be pumped, the release clause should be \$150. or \$200. per acre.

Yours very truly,

EF:BB

*Important
Keep together*

December 9, 1914.

Mr. William G. Henshaw,
762 Mills Bldg.,
San Francisco, Cal.

Dear Sir:-

In the matter of my compensation or profit when the Volcan system is sold, as per our previous letters on the subject, will you kindly write me a letter to the effect that the same compensation applies in case the Volcan system is sold to a District as well as in case it is sold to the City of San Diego.

My understanding of our agreement is in case the Volcan system is sold either to a District or to the City, that as soon as the bonds have been issued and delivered, that I will be paid in bonds any profit that is coming to me according to our agreement. Kindly confirm.

Yours very truly,

WF-BK

December 10, 1914.

Mr. Wm. G. Henshaw,
762 Mills Bldg.,
San Francisco, Cal.

Dear Sir:-

I write you again suggesting that you purchase the San Dieguito or Santa Fe Ranch. I have just had a talk with Mr. Faulkner who has charge of the property under Mr. Hodges. Mr. Faulkner feels that the Santa Fe would not desire to give their consent to the building of the Carroll Dam as it might affect the sale of their property later on and state that they want to sell it. However, enclosed herewith find copy of letter that I have written Mr. Faulkner to be sent to Mr. Hodges at Mr. Faulkner's suggestion and which will be of interest.

In the last analysis my opinion is that you will buy the Santa Fe Ranch. There are over 9,000 acres in the tract and there isn't 500 acres that isn't tillable although a good deal of it is mesa land and uneven. They have just had an offer of \$500,000 for the property, \$250,000 cash and the balance on time. I think the Ranch can be bought for somewhere between \$600,000 and \$700,000, although the only valuation that they ever have placed on it is \$900,000. I am also satisfied that arrangements will be made whereby practically all, if not all, of the purchase price will be taken in cement.

You will remember that a few months ago I informed you that they intended to subdivide and sell this property and that is the reason I butted in, told them that it ought to be cleaned up and they would be able to sell it to better advantage and asked them for a lease so that I could farm it. I did this wholly to block the sale of the Ranch and in your interests; for if it was cut up into small tracts, you would certainly have a hard time in ever getting any riparian rights below Carroll and that would mean the property would have to be bought or condemned at a much higher figure. Then again I did it as a means of delaying the disposing of the property in the hope that you could acquire this property for the day you own it, your syndicate lands will sell for twice as much money as they otherwise would with the knowledge that they can get water from the Santa Fe lands.

We are going ahead now at an expense of \$12,000 and putting all the bottom land to crops. I have spent nearly \$2,000 in clearing up the land and it will be the prettiest body of valley land in the county when I get through with it. I am sure it will add \$50,000 to \$100,000 to the sale value of

Wm. G. Henshaw, #2.

the property and for that reason I am anxious that you get hold of it in some way immediately for the Ranch is going to show up wonderfully well in crop this summer.

Immediately after they bought the Ranch six or eight years ago they filed some 1200 Miners Inches of water, I believe, built a head gate and have diverted the flood waters of the River onto their lands and have perfected a water right to 1200 inches of water that you can't get away from. My one desire is that you get this Ranch on an option or contract and then instruct the Santa Fe Railroad Company to give you permission to construct that dam, providing it in no way interferes with the water rights of the Ranch.

I consider the Santa Fe water rights alone worth three or four hundred thousand dollars to the Volcan proposition and I question whether they could be condemned for even that amount of money and all the water shut off.

Of course I will go the limit to make other arrangements rather than buy if this is what you prefer. It is just as possible that I might get Jim Murray to buy half of the Ranch with you, if you wanted it. Think the matter over.

Yours very truly,

BF-BK

Enclos.

December 12th,
1914.

Mr. William G. Henshaw,
762 Mills Bldg.,
San Francisco, Cal.

Dear Sir:-

Charles Hardy has told both John Forward and E. W. Scripps that the Gas Company really controls you and that it was the Gas Company's money that was putting through the Volcan Water Company deal. You know and I know that it is a joke.

I wish you would have Judge Henshaw write Charles Hardy at once that he has been credited with making wrong statements and would he please correct it. I have had a long talk with Scripps and he is so opposed to the Gas Company that he is going to make all kinds of trouble for us if this matter is not straightened out. Will tell you about it personally when I see you again.

Yours very truly,

BF-BK

William G. Henshaw
Tyler Henshaw

MILLS BUILDING
SAN FRANCISCO

San Francisco, Cal. Dec. 14, 1914.

Mr. Ed. Fletcher,
San Diego, Cal.

Dear Sir:-

Answering yours of the 10th in which you say that certain people up North may take up with me direct the question of sale of the Volcan to the Irrigation District to be formed:

I beg leave to say that if they should approach me in the matter, I will have as little to say as possible, and would much prefer to refer them to you, as it would be much more satisfactory to me to have the matter handled by you, instead of directly with me.

Yours truly,

W. G. Henshaw

WGH

William G. Henshaw
Mills Building
San Francisco

San Francisco, Cal. Dec. 15, 1914.

Mr. Ed. Fletcher,
San Diego, Cal.

Dear Sir:-

Answering yours of Dec. 9th: I beg leave to say that if the Volcan Water System is sold to either the Water District contemplated, or to the City of San Diego, that your compensation would be the same as expressed in my letters to you of March 11th and April 24th, 1914.

The only point that I want to make clear so as to prevent a misunderstanding is, that such arrangement will not last beyond a reasonable time for them to be determined. In other words, if neither sale is made within a year, or not in active negotiation after a year, that my obligation would cease, and would not run an indefinite number of years and be applicable under conditions that can not now be foreseen.

Yours truly,

W. G. Henshaw

WGH

WESTERN UNION

Form 2380

RECEIVERS NO.

TIME FILED

CHECK



DAY LETTER

THEO N VAIL PRESIDENT

SEND the following Day Letter, subject to the terms on back hereof, which are hereby agreed to

Dec 17, 1914.

Mr. Wm G. Henshaw,
762 Mills Bldg.,
San Francisco, Calif.

Am satisfied council will not take action employing engineers until they have some assurance you will submit new offer.

Suggest you send me a wire that I can show stating you will make tentative proposition to the City Council at early date, probably next week.

Ed Fletcher

(Chg Volcan Land & Water CO)

December 17th,
1914.

Mr. Wm. G. Henshaw,
762 Mills Bldg.,
San Francisco, Cal.

My dear Mr. Henshaw:-

I thank you for your letter of December 15th and it is perfectly satisfactory. Under no conditions do I want any misunderstanding with you whatsoever, and further, I want to say that I have never done business with any man with more pleasure than you and I admire the businesslike manner in which you handle matters. I feel that you can appreciate my temperament to a great measure. My imagination appeals to you. ^{and having it yourself. You understand me.} I have had no thought but what if you lived you would be absolutely fair with me no matter what happened but I felt that I should have a letter from you in case of your death. You can rest assured I am giving you the very best that is in me and I am watching every dollar of this expense because I realize that anything that I spend means reducing one-half of my profits.

Yours very sincerely,

EF-BK

December 17th,
1914

Mr. Wm. G. Henshaw,
762 Mills Bldg.,
San Francisco, Cal.

My dear Mr. Henshaw:-

I thank you for your letter of December 15th and it is perfectly satisfactory. Under no conditions do I want any misunderstanding with you whatsoever, and further, I want to say that I have never done business with any man with more pleasure than you and I admire the businesslike manner in which you handle matters. I feel that you can appreciate my temperament to a great measure. My imagination appeals to you. I have had no thought but what if you lived you would be absolutely fair with me no matter what happened but I felt that I should have a letter from you in case of your death. You can rest assured I am giving you the very best that is in me and I am watching every dollar of this expense because I realize that anything that I spend means reducing one-half of my profits.

Yours very sincerely,

EF-BK

WESTERN UNION

Form 2550

DAY LETTER

GEORGE W. E. ATKINS, VICE-PRESIDENT

NEWCOMB CARLTON, PRESIDENT

BELVIDERE BROOKS, VICE-PRESIDENT

RECEIVER'S No.	TIME FILED	CHECK

SEND the following Day Letter, subject to the terms on back hereof, which are hereby agreed to

Dec. 18, 1914.

Ed. Fletcher,

CONFIRMATION.

San Diego, Cal.

I will make a definite proposition to the City as requested by them. This proposition will be along the lines tentatively agreed upon. As you know I have been working on this contract since their request but my attorneys say that some of the necessary conditions can only be stipulated after the engineers of the City have passed judgment upon the same. I will be in San Diego the first of the week with present draft of proposed contract to submit to the Council individually for suggestions before official filing. They should not however delay investigation of engineers as time is the essence of my dealing with them and a prompt decision is absolutely necessary.

WM. G. HENSHAW

*P.S. Homeless letters
and replies regarding
can on sale of beam system.*

ALL DAY LETTERS TAKEN BY THIS COMPANY SHALL BE SUBJECT TO THE FOLLOWING TERMS:

The Western Union Telegraph Company will receive **DAY LETTERS**, to be transmitted at rates lower than its standard telegram rates, as follows: one and one-half times the standard night letter rate shall be charged for the transmission of fifty (50) words or less, and one-fifth of the initial rate for such fifty words shall be charged for each additional ten (10) words or less.

To guard against mistakes or delays, the sender of a day letter should order it **REPEATED**, that is, telegraphed back to the originating office for comparison. For this, one-half the un-repeated day letter rate is charged in addition. Unless otherwise indicated on its face, **THIS IS AN UNREPEATED DAY LETTER AND PAID FOR AS SUCH**, in consideration whereof it is agreed between the sender of the day letter and this Company as follows:

1. The Company shall not be liable for mistakes or delays in the transmission or delivery, or for non-delivery, of any **UNREPEATED** day letter, beyond the amount received for sending the same; nor for mistakes or delays in the transmission or delivery, or for non-delivery, of any **REPEATED** day letter, beyond fifty times the sum received for sending the same, unless specially valued; nor in any case for delays arising from unavoidable interruption in the working of its lines; nor for errors in obscure day letters.

2. In any event the Company shall not be liable for damages for any mistakes or delay in the transmission or delivery, or for non-delivery, of this day letter, whether caused by the negligence of its servants or otherwise, beyond the sum of **FIFTY DOLLARS**, at which amount this day letter is hereby valued, unless a greater value is stated in writing hereon at the time the day letter is offered to the Company for transmission, and an additional sum paid or agreed to be paid based on such value equal to one-tenth of one per cent. thereof.

3. The Company is hereby made the agent of the sender, without liability, to forward this day letter over the lines of any other Company when necessary to reach its destination.

4. Day Letters will be delivered free within one-half mile of the Company's office in towns of 5,000 population or less, and within one mile of such office in other cities or towns. Beyond these limits the Company does not undertake to make delivery, but will, without liability, at the sender's request, as his agent and at his expense, endeavor to contract for him for such delivery at a reasonable price.

5. No responsibility attaches to this Company concerning day letters until the same are accepted at one of its transmitting offices, and if a day letter is sent to such office by one of the Company's messengers, he acts for that purpose as the agent of the sender.

6. The Company will not be liable for damages or statutory penalties in any case where the claim is not presented in writing within sixty days after the day letter is filed with the Company for transmission.

In further consideration of the reduced rate for this special "**DAY LETTER**" service, the following special terms are hereby agreed to:

A. **DAY LETTERS** may be forwarded by the Telegraph Company as a deferred service and the transmission and delivery of such **DAY LETTERS** is, in all respects, subordinate to the priority of transmission and delivery of regular telegrams.

B. **DAY LETTERS** shall be written in plain English. Code language is not permissible.

C. This **DAY LETTER** may be delivered by the Telegraph Company by telephoning the same to the addressee, and such delivery shall be a complete discharge of the obligation of the Telegraph Company to deliver.

D. This **DAY LETTER** is received subject to the express understanding and agreement that the Company does not undertake that a **DAY LETTER** shall be delivered on the day of its date absolutely and at all events; but that the Company's obligation in this respect is subject to the condition that there shall remain sufficient time for the transmission and delivery of such day letter on the day of its date during regular office hours, subject to the priority of the transmission of regular telegrams under the conditions named above.

No employee of the Company is authorized to vary the foregoing.

THE WESTERN UNION TELEGRAPH COMPANY
INCORPORATED
NEWCOMB CARLTON, PRESIDENT

CLASSES OF SERVICE

TELEGRAMS

A full-rate expedited service.

NIGHT TELEGRAMS

Accepted up to 2.00 A.M. at reduced rates to be sent during the night and delivered not earlier than the morning of the next ensuing business day.

DAY LETTERS

A deferred day service at rates lower than the standard telegram rates as follows: One and one-half times the standard night letter rate for the transmission of 50 words or less and one-fifth of the initial rate for each additional 10 words or less. Subordinate to the priority of transmission and delivery of regular telegrams. Must be written in plain English. Code language not permissible.

Telephonic delivery permissible. Day Letters received subject to express understanding that the Company only undertakes delivery of the same on the day of their date subject to conditions that sufficient time remains for such transmission and delivery during regular office hours, subject to priority of the transmission of regular telegrams.

NIGHT LETTERS

Accepted up to midnight for delivery on the morning of the next ensuing business day, at rates still lower than standard night telegram rates, as follows: The standard day rate for 10 words shall be charged for the transmission of 50 words or less, and one-fifth of such standard day rate for 10 words shall be charged for each additional 10 words or less. Must be written in plain English. Code language not permissible. Mail delivery, postage prepaid, permissible.

WESTERN UNION DAY LETTER

Form 2589 K

GEORGE W. E. ATKINS, VICE-PRESIDENT

NEWCOMB CARLTON, PRESIDENT

BELVIDERE BROOKS, VICE-PRESIDENT

RECEIVED AT

338GS J 114 BLUE MDV

SANFRANCISCO CAL DEC 18 1914

ED FLETCHER

SANDIEGO CAL

I WILL MAKE A DEFINITE PROPOSITION TO THE CITY AS REQUESTED BY THEM THIS PROPOSITION WILL BE ALONG THE LINES TENTATIVELY AGREED UPON AS YOU KNOW I HAVE BEEN WORKING ON THIS CONTRACT SINCE THEIR REQUEST BUT MY ATTORNEYS SAY THAT SOME OF THE NECESSARY CONDITIONS CAN ONLY BE STIPULATED AFTER THE ENGINEERS OF THE CITY HAVE PASSED JUDGMENT UPON THE SAME I WILL BE IN SANDIEGO THE FIRST OF THE WEEK WITH PRESENT DRAFT OF PROPOSED CONTRACT TO SUBMIT TO THE COUNCIL INDIVIDUALLY FOR SUGGESTIONS BEFORE OFFICIAL FILING THEY SHOULD NOT HOWEVER DELAY INVESTIGATION OF ENGINEERS AS TIME^{IS} THE ESSENCE OF MY DEALING WITH THEM AND A PROMPT DECISION IS ABSOLUTELY NECESSARY

WM G HENSHAW

450P

William G. Henshaw
Mills Building
San Francisco

San Francisco, Cal. Dec. 21, 1914.

Mr. Ed. Fletcher,
San Diego, Cal.

Dear Sir:-

The Riverside Portland Cement Company shipped to the Volcan Land & Water Company on,

Oct. 10th, 160 barrels of cement
Nov. 5th, 160 " " "
" 24th, 160 " " "

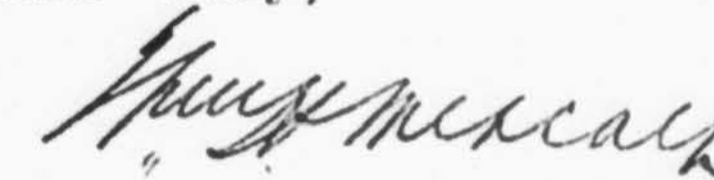
Kindly let me know where this cement was used, so that we can make the proper entries.

I have not as yet received the Murray receipt or the cancelled Cable note for the Syndicate account. Will you kindly mail me the statement for the Syndicate account to date. I would like to get the same before the end of this month.

Also when may I expect the data on the Foster-Bernardo property about which I wrote you.

Yours truly,

WHM



Ed Fletcher Papers

1870-1955

MSS.81

Box: 11 Folder: 10

General Correspondence - Henshaw, William - 1914



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