

Brea Cal

Feb 27 1922

Mr E Rouse

San Luis Rey, Cal

Dear Sir:-

Yours of the 21st received.

Frankly I do not believe that
Will McClurg will ever sign
it as it reads there. Because it
reads as tho' one were signing
away all our rights to the water.
It does not say that one can
pump water or that there will
be any to pump -

I do not think it would make
much difference whether I sign
or not. as it is in Will
McClurgs name.
I am quite sure he would not

sign the paper unless it can be
shown him that it would not
take the water away from our
land -

If you will send one a. paper
explaining the matter so he can
understand it. I will mail
it to him to sign.

Very sincerely yours.

L. E. Welch.

Box 43. Brea

Orange Co. Cal

February
Twenty-seven
1922

Mrs. L. E. McClurg,
Box 43,
Brea, Orange Co., Calif.

My dear Mrs. McClurg:

I told Mr. Ronsse that I would recommend that our people pay you \$500 for your water rights, you reserving the right to pump any water that you wanted to out of your gravels, or divert any water that you cared to (surface flow), so long as you used the water only on your own ranch.

If you are interested in this matter I will be glad to take it up and see if I can put it thru for you. If they accept it at all they will pay you cash. Please let me hear from you.

Yours sincerely,

EF:KLM

Brea Calif.

Mar 2 1922

Mr Ed. Fletcher,

San Diego

Calif.

Dear Sir:-

I am in receipt of your letter

of Feb 27.

In reply I would say that Mrs. McClurg, of Brea, is the owner of the ranch. I only having the use of it during my life.

I suppose the only thing for me to do, is to take the matter up with him, which will take some time.

Is it necessary for me to sign the paper also?

Very truly yours

L. E. McClurg
Brea Calif.
Box 43

March
Fourth
1922

Mr. L. E. McClung,
Box 43,
Brea, Calif.

My dear Mr. McClung:

Answering yours of March 2d, will say I will
want your brother to sign, if the proposition is accepted
as well as yourself.

Yours truly,

EF:KLM

March
Ninth
1922

Mrs. L. E. McClurg,
Brea, Calif.

My dear Mrs. McClurg:

Answering yours of Feb. 27th to Mr. Ronsse,
will say that you are wrong in your interpretation of the
agreement. My people are only asking for the right to
build Warner's dam and divert the water east of that point,
and you reserve all the rights to all the water above
the surface and underneath the ground that there may be
excepting as above stated. With a watershed below Warner's
dam of nearly 400 square miles, you are sure of all the
water that you will ever want.

You can do any amount of pumping that you want
and it will really be a benefit to your property to check
the big floods by the construction of Warner's dam.

We have lately gotten the consent of Mr. Ronsse
and Miss Kitching. It simply means the elimination of
a lawsuit and the money you get is like picking it up
off of the street, for it is certainly a benefit to your
property to have Warner's dam built.

Yours sincerely,

EF:KLM

Mr Ed Fletcher

San Diego. Cal.

Brea Calif

March 11 1922

Dear Sir:-

Yours of the ninth inst. received.

I am mailing it to Mr Will McClurg today, and as he lives in Iowa it will take some little time for a reply to reach me.

I have already sent him your other communication in regard to the agreement, and also the agreement.

It might be as well if you would take the matter up with him yourself, and I will give you his address so you can do so.

I am perfectly willing to sign it myself, but as the place is in his name, I suppose his name is more important than mine.

He is rather peculiar and will want all the details.

Very truly yours

L. E. McClurg

Mr Wm McClurg.

Vinton

Iowa

R R 5 Box 25

Brea

Calif.

Get correspondence

William R. McClurg, as Trustee under the Will of Frank B. McClurg, deceased, subject to the life estate of Lottie E. McClurg, as provided by decree of distribution in the Estate of Lucy Elmira McClurg and Frank B. McClurg, deceased, to the record of which decree reference is hereby made for full particulars, as to the powers and authority of said Trustee.

Description - Lot 1 of Section 4, Township 11 South, Range 4 West, S.B.M.

March 20, 1922

Mr. Wm. McClurg,
R. #5, Box 25,
Vinton, Iowa.

My dear Mr. McClurg:

Enclosed find copy of agreement giving consent to build Warner's dam, which is explanatory.

I understand from Mrs. L. E. McClurg that she has written you on this subject. There is no question but what your water rights are fully protected. Enclosed find small map showing that there are over 350 square miles of watershed below the proposed Warner's dam, more than enough to give you full protection.

If you care to sign the enclosed agreement, please let me know, and I will see if I can get my people to agree to it. I will recommend that you be paid \$500 for this right.

Yours sincerely,

EF:KIM

316 Philadelphia St.
Anaheim Calif.
March 27 1922.

Mr Ed Fletcher

San Diego, Cal..

Dear Sir:-

I received a letter from Will McClurg today and he does not seem to understand, or is not inclined to sign. But I think he does not fully understand what is required of him, yet. He is rather slow that way - but perhaps it is the best way. I have written him again. I am ready to sign at any time. I am simply waiting on him.

Note my change of address, please.

Sincerely yours

L. E. McClurg

316 Phila - St.

Anaheim Cal.

Nichols & Nichols,
Attorneys at Law.
Vinton, Iowa.

April 1, 1922.

Ed Fletcher Company,
920 8th St.

San Diego, Cal.

ATTENTION-Ed Fletcher.

Dear Sir:-

Wm. McClurg of this city has consulted us relative to an agreement for impounding of the water of the San Louis Rey River.

Mr. McClurg is the owner of Lot One, Section Four, Township Eleven, South, Range Four, West, subject to the life estate of his sister. It is very doubtful if he and his sister can come to an agreement as among themselves as to a division of any sum to be paid for this right, and Mr. McClurg has requested that we write and say that he would sign such an agreement as you inclosed and which we are returning to you, in consideration of the payment of \$300 to him. This, of course, would leave you free to contract with Mr. McClurg's sister-in-law on whatever terms you could arrange.

If your Company decided to accept Mr. McClurg's proposition and will send an agreement similar to the one which we are returning herewith, accompanied with a draft for \$300, and send the draft and agreement to some local bank here with instructions to turn over the money upon the signing of the agreement, Mr. McClurg will execute the agreement.

Yours truly,

Nichols & Nichols

Incl.
JLN:B

April
Seven
1922

Nichols & Nichols,
Vinton, Iowa.

Gentlemen:

Answering yours of April first, if you will have Mr. McClurg sign the inclosed, properly acknowledged, and mail same to the First National Bank of San Diego with instructions to turn over to me on the payment of \$300, giving ten days in which to get a certificate of title out, showing that everything is free and clear, an arrangement of this kind can be consummated.

I assume that Mr. McClurg is a widower, and if so, please state; otherwise have his wife join in.

I will take the matter up direct with Mr. McClurg's sister. As an attorney, you can readily understand that we want sufficient time to bring the certificate of title down to date, showing that we are getting something for our money, and you will be perfectly safe in forwarding the agreement to the First National Bank of this city.

This is just like picking up money out of the street for Mr. McClurg, as he is not alone undamaged, but he is benefited by the construction of this dam, which otherwise periodically in floods destroys the valley land. But it would cost us several hundred dollars to litigate in court, and Mr. McClurg is showing good judgment in making this arrangement.

Yours very truly,

EF:AH

316 N. Philadelphia St. Anaheim
Apr 7 1922.

Mr E. Ronsee

Dear Sir:-

I have written to Dr. McClurg several times, and explained about the dam and sent him your letter and the one I received from Mr Fletcher, but so far he does not seem inclined to sign.

I wrote to Mr Fletcher and gave him Dr. McClurg's address and asked him to write him. I do not know whether he did or not.

I am ready to sign, but of course it would do no good unless he should sign.

Sincerely yours,

L. E. McClurg

We have moved, note our address.

816 N. Philadelphia St.

Anaheim

Cal.

316 N. Philadelphia St.
Anaheim Cal Apr 12/22

Mr E. Ronsee

Dear Sir:-

Dr. McClurg has at last agreed to sign, so if you will arrange to have the money put in ^{in Ocean side bank} escrow, and send me the paper I will sign it, and send it on to him.

I understand that they will pay me \$500.00 for the right to build the dam.

Dr. McClurg says I may have \$200.00, as you may have that amt placed in the Ocean side bank to my credit, and he wished the \$500.00 sent on to The Vinton bank at Vinton Iowa. I suppose he has written these instructions to Mr Fletcher, trusting that this is all right.

I am very sincerely

L. E. McClurg

316 N. Philadelphia St.
Anaheim, Cal

this is good news, if you want me to help, you just say so

sincerely yours

E. Ronsee

May 9, 1922

Southern Title Guaranty Co.,
San Diego, California.

Gentlemen:

Enclosed find \$300, which please pay to
Wm. McClurg, whenever you can show the following
described property free and clear of encumbrance,
excepting county highways, rights of way for power and
telephone lines, and subject to the life estate of
Lottie E. McClurg:

Lot One of Section Four, Township 11 South,
Range 4 West, S. B. M.

Yours truly,

EF:KLM

Mr. Ed Fletcher, Agt.,

We acknowledge receipt of the check
for \$300 above mentioned and will follow instructions.

SOUTHERN TITLE GUARANTY COMPANY

E. Johnson
MAY - 9 1922

316 N. Phila St Anaheim

Apr 16 1922.

Mr E. Romnee.

Dear Sir:-

Since writing you I have
been thinking the matter over. and it seems
to me not quite fair. The way Will McClurg
has divided up the \$500.00. I will tell you
why.

The ranch needs a new windmill and quite
a bit of money laid out on it. and I do
not think he intends to pay out anything on
it. so I have written him that I feel that I
should have \$300.00 and I will agree to pay out
\$100. on the ranch. so until I get a favorable
reply, from him I will not be able to do any
thing.

Sincerely Yours.

L. E. McClurg.

May 16, 1922

Southern Title Guaranty Company,
San Diego, California.

Gentlemen:

Enclosed find check for \$300.00, which please pay to Lottie E. McClurg when you can show certificate of title, showing Lot One (1) Section Four (4), Township 11 South, Range 4 West. S. B. M. free and clear of encumbrance, excepting taxes and rights of way, and subject to the consent to Ed Fletcher to build Warner's dam, as per agreement hereto attached.

Yours truly,

47628 EF:KLM

5/17/22
Mr. Ed Fletcher:

We acknowledge receipt of the check for \$300 also signed agreement by Mrs. McClurg and certificate of title No. 17438, and will follow instructions as given.

SOUTHERN TITLE GUARANTY COMPANY
H. E. Cane.

May 16, 1922

(M^{rs} McClurg)

Southern Title Guaranty Company,
San Diego, California.

Gentlemen:

Enclosed herewith find agreement to Ed Fletcher, giving consent to build Warner's dam, which kindly record whenever you can pay me the sum of \$300.00, the understanding being that I am to be under no expense in relation to certificate of title. The money is to be sent to me at the following address: 316 North Philadelphia Ave., Anaheim, California.

Yours truly,

McClurg

EMcC:KLM

Ed Fletcher Papers

1870-1955

MSS.81

Box: 17 Folder: 27

General Correspondence - McClurg, L.E. and William



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