RIVERSIDE PORTLAND CEMENT CO.

CABLE ADDRESS; RIVERSIDE, LOS ANGELES.

BTH FLOOR, CORPORATION BLDG. 724 SOUTH SPRING STREET

LOS ANGELES, CAL.

January 7, 1922.

Colonel Ed. Fletcher, San Diego, California.

Dear Ed:

My idea about the Pico property is, first, that the price of \$100 per acre is still too high. I think it ought to be gotten down to around \$75.00 per acre. My next suggestion is that we get it, not on the 60 or 90-day option, but upon one-year option, with stated payments as follows:

One thousand dollars down, and say \$500 every 90 days, or something of that sort. This will carry it beyond the time when we hope to be financed and ready to go on the project as a whole. Is there no chance to buy the mere right to divert so as not to cumber ourselves with the ranch?

Yours truly,

JT/NEM

RE: WIR RIS: PROPERTIES WHRNER'S DAM

CABLE ADDRESS: RIVERSIDE, LOS ANGELES. HOME 10527



RIVERSIDE PORTLAND CEMENT CO.

8TH FLOOR, CORPORATION BLDG. 724 SOUTH SPRING STREET

LOS ANGELES, CAL.

January 12, 1922.

Colonel Ed. Fletcher, san Diego, California.

Dear Ed:

wish you would get a proposition upon the Pico place for the one-year lease with option to purchase, and also go after all the small scattered pieces in a quiet way and see what you can do toward getting them out of the way. It, as may well occur, you prefer to know what you can do on these scattered pieces before commencing negotiations, first size up the situation and make your suggestions, send them along to me and I will get Griffith's views and then will give you power to actually close.

Yours truly,

JT/NEM

John Treaming

January Twenty-five 1 9 2 2 me Just former.

Mr. John Treanor, Mngr., Riverside Portland Cement Co., Los Angeles, California.

My dear Treamor:

Following is copy of letter from my friend, Logan, which is explanatory and is final:

"My dear Colonel"

The following are the best terms our client, Mr. Pico, will consider:

The selling price of \$100 per acre for the total acreage in the San Luis Rey property; \$6000 down, the balance of the first payment of 25% in six months; and then 25% in one and one-half years from date, and 25% every year thereafter with interest at the rate of 7 percent until total sum is paid. Deed to be given when the final payment is made, together with certificate of title."

It is simply a question of taking it or leaving it alone. It might be possible to get a payment of \$4,000 or \$5,000 down, but I made a tentative offer of \$3,000 and they refused to accept it. Let me know what to do about the matter. My advice is certainly to buy.

Yours sincerely,

EF:KLM

oc- Mr. Henshaw

March 16, 1922

Mr. John Treanor, Mingr., Riverside Portland Cement Co., Los Angeles, California.

My dear Mr. Treanor:

Enclosed find letter and escrow agreement. Please return by next mail, as there is danger of their throwing up the whole deal. Please let me know if it has your approval.

Yours sincerely.

EF: KLM



RIVERSIDE PORTLAND GEMENT GO.

8TH FLOOR, CORPORATION BLDG. 724 SOUTH SPRING STREET LOS ANGELES, CAL.

March 17, 1922.

Colonel Ed. Fletcher, san Diego, California.

My dear Ed:

I have your letter of March 16th. I rerer you to your letter of January 25th, and my reply thereto dated January 28th. You will readily see that the proposed escrow instructions are not in accordance with the understanding. Of course you and I had a misconception of the area at the time; we thought it was 340 acres instead of 422 odd acres. That accounts for the disparity in the sums mentioned in my letter of Jamuary 28th. Waiving that, you will recognize that the proposition was for 25% to cover the entire sum that would be paid the first year, which is clearly set out in Logan's letter quoted in your letter of January 25th. The escrow instructions require \$6000 cash and \$10643 on Oct. 1st, What is the explanation of this disparity? 1922.

Yours very truly,

JT/NEM

March Two 1922

> San Luis Rey Riparian Rights

Mr. John Treanor, Mgr., Riverside Portland Cement Co., Los Angeles, Calif.

My dear Creanor:

Answering yours of March 17th, will say I don't know where the mixup is. I can find no letter to the effect that it was 340 acres. Our original purchase was 442 acres, and our Mr. King has checked it over and finds it is 442.86 acres.

The \$1,000 down on January 28th has held the property for a couple of months as I agreed. I can probably hold the thing up without paying another dollar for 30 or 60 days by telling them to go slow on the certificate of title. I have the \$1,000 tied up in such a way I can pull it down.

Enclosed find copy of letter I sent with the \$1,000. If you want to call the whole thing off, please let me know by return mail and I will with-draw the money. I have done the best I could, and that's all I can do.

Yours sincerely,

EF: KLM

cc- Mr. Henshaw

Mr. John Treanor, Mngr., Riverside Portland Cement Co., Los Angeles, California.

My dear Treanor:

I hope to close for the Kitching riparian rights thru Mr. Ronsse for \$1200. My understanding was that you authorized me to pay as high as \$1500. The matter will be settled very shortly and unless I hear from you to the contrary, I will settle this matter. We will have to pay \$1200 cash and get the usual rights to build the dam. It affects 116 acres, I believe, of riparian lands.

Please confirm.

I hope soon to get two or three more rights.

Yours truly,

EF: KLM



RIVERSIDE PORTLAND GEMENT GO.

81 FLOOR, CORPORATION BLDG. 724 SOUTH SPRING STREET

LOS ANGELES, CAL.

March 23, 1922.

Mr. Ed. Fletcher, San Diego, Calif.

My dear Ed:-

I have your letter of March 21st regarding the Pico property. As I remember it, an estimate of 340 acres was a rough verbal estimate made when you first suggested the settlement. You will see by my letter of January 28th that I therefore referred to the ranch as containing 340 acres. The fact that the property turned out to be 442 acres does not essentially change the situation because we need the riparian right whatever the area involved, and probably need it more for the large area than for the small. Please understand, therefore, that my reference to the acreage was not in the nature of a complaint.

Your letter of March 21st replying to my letter of March 17th leads me to believe that you have not caught my point. Logan, representing the Picos, wrote you a letter providing for the purchase of the property at \$100.00 per acre, the purchase price to be 25% the first year, 25% the second year, 25% the third year and 25% the fourth year. You quoted this letter to me in your favor of January 25th. Now you send me escrow instructions calling for between \$16,000 and \$17,000 within the next six months and I merely point out to you that this is not in accordance with Logan's own proposition and it is not in accordance with my letter of January 28th. You must not be discouraged because I bring these facts to your attention. Of course we do not want to call the whole matter off until we have satisfied ourselves that we cannot obtain a satisfactory settlement. I suggest that you keep the thing tied up for another thirty days. as you say, on such terms that we can pull down our first payment if they will not agree to fair terms. I think it most likely they will consent to stand by Logan's original proposition.

JT/BO

Yours very truly,

John Treamor.

March Twenty-four 1 9 2 2

Mr. John Treanor, Mngr., Riverside Portland Cement Co., Los Angeles, California.

My dear Treanor:

Answering yours of the 23d, will say for some unknown reason I did not catch the error in the escrow instructions in the matter of the Pico property, and I am having them re-written to conform to your letter of March 23d. The title company certainly misunderstood the terms and conditions. It was certainly an error on the part of the title company.

Yours simerely,

EF:KLM

March 27, 1922

Mr. John Treanor, Mngr., Riverside Portland Cement Co., Los Angeles, Calif.

My dear Treanor:

Enclosed find the Pico option, which if satisfactory, kindly return.

Referring to the previous instructions, that was an oversight, and I thank you for calling our attention to it.

Yours sincerely,

EF: KIM

36M Form Tel. 5E-11-30-21

FEDERAL TELEGRAPH COMPANY



TIME FILED

RECEIVER'S NO.

RADIOGRAM

R. P. SCHWERIN, Pres.

THE FEDERAL TELEGRAPH COMPANY transmits and delivers this

message subject to the terms and conditions printed

on the back of this blank.

NIGHT MESSAGE

NIGHT LETTER

DAY MESSAGE

DAY LETTER

Send the following message, subject to the terms and conditions printed on the back hereof, which are hereby agreed to.

Date Filed......

INDICATE BY X RATE DESIRED

April 7, 1922

Mr. John Treanor, Riverside Portland Cement Co., Los Angeles, Calif.

Pico attorney here. Insists upon escrow being signed today or deal off. Can probably sign escrow which forfeits thousand dollars if balance of six thousand not paid when certificate of title shows o. k. Can delay certificate of title four to six weeks.so no necessity of putting up that amount until then Rush answer

ED FLETCHER

CHG FLETCHER CO.

April Fourteenth

PICO PURCHASE SAN LUIS REY

Mr. John Treanor, Mngr., Riverside Portland Cement Co., Los Angeles, California.

My dear Treanor:

Enclosed find letter from Southern Title Guaranty Company with copy of telegram from Mrs. Pico's attorney which is explanatory.

I am buying this property in the name of Jackson, Mr. Jackson being as you know our driver, considering it policy to handle it this way. It is up to us to dig up the balance of the \$5,000 before the 22d.

What is your pleasure in regard to the matter?

Yours sincerely,

EF:KLM

cc- Mr. Henshaw

San Diego County Water Company

724 South Spring Street Los Angeles, Cal.

April 17, 1922.

Colonel Ed. Fletcher, San Diego, California.

Dear Sir:

I have your letter of April 14th with enclosure from Miguel Estudillo. Unless I advise you to the contrary before April 22nd, we will not pay the \$5000 demanded at that time, as I do not believe in paying that money unless we are satisfied we can settle with Mrs. Winston and Oceanside. Ir we must have a lawsuit we might just as well have a lawsuit with Pico along with the others. I am following the matter up with Britt and will advise you definitely. I understand you will be able to pull down the \$1000 in the event we do not make the \$5000 payment.

Yours truly,

JT /NEM

Thu treamer.

SAN LUIS REY RIPARIAN RICHTS

McClurg property

Mr. John Treanor, Mngr., Riverside Portland Cement Co., Los Angeles, Calif.

My dear Treanor:

I think I can get the riparian rights on the McClurg property, which is all riparian, for not to exceed \$600.00. The number is on the life riparian right map. It comprises 40 acres with one-fourth mile riparian rights, as the river runs thru the property.

What is your pleasure in regard to the

matter?

Yours sincerely.

EF: KIM

co- Mr. Henshaw

April 25, 1922.

Mr. John Treanor, Mgr., Riverside Portland Coment Co., Corporation Building, Los Angeles, Calif.

Dear Sir:

Confirming your instructions by phone today, I have authorized the Southern Fitle Guaranty Company to wire Mrs. Pico's attorney that we will send the \$1,000 today if they will extend the time of the balance of the payment, ie. \$5,000, until the first of June, in the matter of the purchase of the Pico property in the San Luis Rey Valley. Otherwise, the deal is off.

As scon as I got an answer, I will report.

The state engineer. Mr. McClure, was our guest on Sunday and Monday last. Mr. McClure is delighted with the siphon spillway at Murray Dam, which is now in operation, and I am certain would approve one of this type at Warmers. Mr. McClure said that a boom could easily be built around the siphon spillway to keep any floating material from getting into the spillway and clogging it. I suggest that you discuss this matter with Mr. Lippincett. Mr. McClure will not ask, in my opinion, for over a feet and a half or two foot free board, and by having a siphon spillway and storing your water to the top of the dam as above mentioned, you can easily save 5100,000 in the construction of any concrete dam at Warners, whether it be multiple arch or single arch.

Yours very truly.

EF : All

ec-Mr. Henshaw Mr. Lippincott April 26, 1922

Mr. John Treanor, Mngr.. Riverside Portland Cement Co.. Los Angeles, California.

Pico Purchase

Dear Sir:

Following is a copy of the telegram just received by the Southern Title Guaranty Company.

"Telegram received Time Pick Jackson deal extended to June 1st, 1922 providing one thousand dollars immediately sent to me and balance first payment five thousand paid June 1st next without fail If failure to comply by Jackson Thousand Dollars forfeited as liquidated damages."

In conformity with instructions received from you over the phone today I have authorized the Southern Title Guaranty Company to forward the \$1,000.

Yours sincerely,

EF:KLM

cc- Mr. Henshaw

Dictated Apr. 25th

36M Form Tel. 5E-711-30-21

FEDERAL TELEGRAPH COMPANY



RADIOGRAM

R. P. SCHWERIN, Pres.

THE FEDERAL TELEGRAPH COMPANY transmits and delivers this.

message subject to the terms and conditions printed

NIGHT MESSAGE

RECEIVER'S NO. TIME FILED CHECK INDICATE BY X RATE DESIRED

on the back of this blank.

Send the following message, subject to the terms and conditions printed on the back hereof, which are hereby agreed to.

Date Filed May 6, 1922

102

DAY MESSAGE

DAY LETTER

NIGHT LETTER

28COA. 25 RUSH

LOS ANGELES, CALIF

ED FLETCHER

SAN DIEGO, CALIF.

ON BEHALF OF MR. HENSHAW I HEREBY AUTHORIZE YOU TO CONVEY ALL RIPARIAN OR OTHER WATER RIGHTS ON THE SAN LUIS REY TO HENRY J. STEVENS.

JOHN TREAMOR

1144 PM

Hoy 10th, 1922.

Mr. John Treamor, Mgr., Riverside Portland Cement Co., Corporation Building, Los Angeles, Calif.

My dear Mr. Treanor:

In the matter of the Kitching riparian right agreement, I am charging up against Mr.

Henshaw \$125.00 for the buildings on the Hooper place which Miss Kitching insisted upon having.

This covers my quarter interest, and you should charge up \$375 to Mr. Henshaw for your three fourths interest, the above amounts to apply to the next payment as of this date.

Yours very truly,

EF:AH

36M Form Tel 5E-11-30-21

FEDERAL TELEGRAPH COMPANY

FEDERAL

RADIOGRAM

R. P. SCHWERIN, Proc.

THE FEDERAL TELEGRAPH COMPANY transmits and delivers this message subject to the terms and conditions printed on the back of this blank.

DAY MESSAGE

DAY LETTER

NIGHT MESSAGE

NIGHT LETTER

TIME FILED

CK

INDICATE BY

RATE DESIRED

Send the following message, subject to the terms and conditions printed on the back hereof, which are hereby agreed to.

May 27, 1922

John Treanor, Mngr., Riverside Portland Cement Co., Los Angeles, Calif.

Have secured extension payment balance first twenty five percent Pico contract until October first next. Am paying five thousand Monday as per option and nine thousand more must be paid October first This is the last word Best can do Wire instructions

ED FLETCHER

CHG FLETCHER CO

Form Tel 6

FEDERAL TELEGRAPH COMPANY



TELEGRAM

R. P. SCHWERIN, Pres.

Cheaper Rates -- -- Faster Service

The Federal Telegraph Company transmits and delivers this message subject to the terms and conditions accepted by sender

Received at 961 First St.

Spreckels Link

29COA. 8

LOSANGELES, CALIF. MAY 27th, 1922-

MR.ED.FLETCHER,

SANDIEGO, CALIF.

OK GO AHEAD ON PLAN OUTLINED PIOC PROPERTY.

JOHN TREAMOR.

150PM.

August 15, 1922

orside Portland Cement Co., ws Angeles, California.

My dear Treanor:

Enclosed find letter from Mr. A. C. Loveland of Bonsall, which is explanatory.

His tract of land is marked No. 125, Map #3, and adjoins the Montserrat ranch on the West. It is riparian and should be acquired. I hope to have a definite proposition to make within two weeks from date.

Yours very truly,

EF:KLM

August 31, 1922

File 280-16

Mr. John Treamor, Mngr., Riverside Portland Cement Co., Los Angeles, California.

My dear Treamor:

Enclosed find letter from A. C. Loveland, owner of Tract 125. What is your pleasure in regard to the matter?

One corner of his land is down in the wash, has access to the subterranean waters of the river and has been overflowed twice to my knowledge, once during 1916 flood and in 1921. Rather than litigate I believe Loveland would take \$500, but you can't tell what he will do.

Yours very truly,

EF:KLM

September 18, 1922.

280-16

Mr. John Treamor, Manager, Riverside Portland Cement Co., Los Angules, Calif.

My door Treener:

who cans the riparian lands in the San Luis Rey River about 54 seres - No. 152. He is in Germany, and has
been there during the war, and there is no immediate
belief that he will return. For that reason, I do
not believe we can anticipate any trouble from him
whatever.

Yours very truly,

EF:AII

co - Mr. Stevens

Mr. G. Henshaw

San Diego County Water Company
724 South Spring Street

Los Angeles, California

20,

September 28, 1922.

Colonel Ed. Fletcher, San Diego, California.

My dear Ed:

I wish to acknowledge your letter of the 18th inst. concerning parcel No. 152, covering 34 acres of riparian lands along the San Luis Rey River belonging to Father Grammon, who is now in Germany. You state you do not believe we need anticipate any trouble from him, so we will let the matter rest.

Yours very truly,

JT-NEM John Franci

Open !

September 29, 1922

File 280-16

Mr. John Treanor, Mngr., Riverside Portland Cement Co., Los Angeles, California.

My dear Mr. Treanor:

We are in receipt of a letter from Mr. Henshaw requesting us to draw upon you for \$9071.50, being the payment due on the Pico property October 1st. We are, therefore, sending this draft thru today.

Yours truly,

MEF:KIM

San Diego County Water Company

724 South Spring Street Los Angeles, California

280.16

231 J

October 2, 1922.

Colonel Ed. Fletcher, San Diego, California.

My dear Ed:

answering your letter of August 31st regarding Tract 125. This is government land and the certificate shows that patentis not yet issued but when it is it will issue to A. C. Loveland, and that the property is encumbered by three mortgages in the sum of \$362 each. We are not disposed to pay Mr. Loveland any substantial sum, such as has been spoken of by him, for the right to divert waters from the river.

I am going to be very busy during the next thirty days and probably cannot take the matter up with you on the ground in order to give a final decision. In the meantime, however, there is no reason why you should not negotiate with him to see what is the minimum he would be satisfied to take. Or, better still, see what you could buy the western end or the whole of his place for. It cannot be worth a great deal of money, and whatever we pay will be represented by some value to the company, whereas, believing that we do him no injury, we are averse to making a settlement which gives us nothing in the form of tangible property.

Yours truly,

JT/NEM

John Transie

October 9, 1922.

File 280-16

Mr. John Treanor, Mngr., Riverside Portland Cement Co., Los Angeles, Calif.

My dear Treanor:

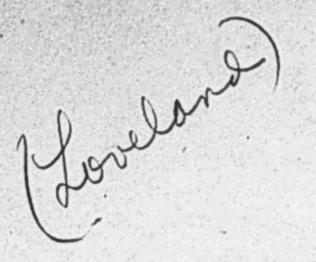
Enclosed find letter that is explanatory. This applies to Parcels 108-109 and 110 above Bonsall. It is the property I was fearful the Fallbrook people might acquire as riparian owners, and go to pumping, however from what I have learnt lately from the Fallbrook people, they are a bunch of "small potatoes" and without 3000 or 4000 acres joining in, it would be entirely too expensive and I do not believe they are ready for any such project.

I do not believe that Hilne will sue until after the dam is built, but I do feel that if we could pay anywhere from \$400 to \$500 it would be better than litigation.

Please take this up with Mr. Stevens and let me know whether to proceed any further in the matter.

Yours sincerely,

EF: KLM



October 18, 1922

280-16

Mr. John Treanor, Mngr., Riverside Portland Cement Co., Los Angeles, Calif.

My dear Treanor:

Answering yours of October 2d, will say we went into this matter with Mr. Chickering, and I understood from Mr. Chickering there was no use to pay any attention to the Loveland proposition. It is perhaps advisable to keep stringing him along under negotiations until the dam is done, but they can never prove damage and never will be damaged. I advise that we pay nothing, however, I will follow your suggestions about this matter.

Thanks for yours of the 12th in relation to the \$150.00.

Yours simerely,

EF:KLM

San Diego County Water Company

724 South Spring Street Los Angeles, California

November 3, 1922.

Colonel Ed. Fletcher, San Diego, Calibrnia.

My dear Ed:

Have you any report on the Robert Milne property, which I believe covers parcels 108-9 and 10 above Bonsall. You thought you could settle this matter for \$400 or \$500, and on that basis I believe I authorized you to go ahead.

Yours very truly,

JT/NEM

Toli he can

November Eighth 1922

Mr. John Treanor, Mngr., Riverside Portland Cement Co., Los Angeles, California.

My dear Freamor:

I will see what we can do regarding the Milne property. His last proposition was \$750.00 and he put a deed in escrow but I did not accept it. I will see what I can do in relation to the matter.

Very sincerely yours.

EF: KLM

January Ninth 1922

Mr. John Treanor, Mngr., Riverside Portland Cement Co., Los Angeles, Calif.

My dear Treanor:

When in San Francisco last Tuesday, I got the impression that negotiations were on with Mr. Spreckels to either help finance, acquire an interest in, or later on buy the Warner's project.

I understood from you yesterday over the phone, however, that there were no negotiations on, excepting to get his consent to the city signing up a contract with us for the purchase of water. If any negotiations do arise where Mr. Spreakels, directly or indirectly, plans to become financially interested in the Marner's project, or even finances it, before closing with Mr. Spreakels I would like an opportunity to submit a proposition for financing the proposition, or purchasing Mr. Henshaw's interests in the project, if Mr. Spreakels is considering the purchase of Mr. Henshaw's interests or any part of it.

I am satisfied I would have no trouble in financing the Warner's project, particularly the dam and the pipe line to the city, and as I am interested in the profits on this project, if I can finance it on more favorable terms than Mr. Spreckels offers, I am sure it will be a pleasure both to you and myself. All I want is a reasonable length of time to work on the project—on the financing or purchase of this project—along the lines that Mr. Spreckels may be considering. I have three possible sources that are able to finance this project; two individuals, either one of whom can handle it, also on the financing end of it, the First Hational Bank of Los Angeles, thru Mr. Charles F. Stern, with whom I have discussed this matter.

Yours sincerely.

EF:KLM

co- Mr. Henshaw

January Ninth 1922

Mr. John Treanor, Mngr., Riverside Portland Cement Co., Los Angeles, Calif.

My dear Treamor:

Confirming your verbal statement over the tolephone to me today, to the effect that Mr. Spreckels is considering financing the Warner's project, please let me know on what basis, for I wrote you a letter this morning stating that I am in a position to finance this project thru my friends, in my opinion, and if I can get the money on more favorable terms, it means that much more profit both to Mr. Henshaw and myself.

I am certainly hurt to the core to have you tell me that Mr. Spreckels insists that I not be identified with the project. His attitude is wholly unjust and unfair. As I have been for 15 years or more identified with the project, and now have an interest in the profits, I do not see how he can get away from it, ic: allowing me to share in the profits of this project. Do you? However, I shall follow your advice and keep quiet.

Your last telephone message just received, asking for a copy of the City Charter, with all its amendments. I have arranged for a certified copy from the City Clerk, Mr. Wright.

I will come to Los Angeles as you request on Tuesday night, arriving there Wednesday morning, to discuss the terms of the agreement in the matter of the contract with the city for water.

Yours very truly,

EF:KLM

co- Mr. Henshaw

Conversation between Ed Fletcher and John Treanor, January 9th, 1922.

Mr. Treanor rang up and said he was mailing the papers - the mortgage for Mr. and Mrs. Treanor to Wm. G. Henshaw, and also a statement showing how the amount was determined, and asked Mr. Fletcher to have Mrs. Fletcher and for him to sign the mortgage to Henshaw covering the different interests in the purchase of a number of properties from Henshaw by Treanor and Fletcher.

They discussed the matter for a few minutes relative to properties involved.

Mr. Treanor asked Mr. Fletcher if Porterfield was in town and would Porterfield support a contract with the city for water. Mr. Fletcher answered he that he would. Treanor asked if it was not advisable to get in touch with Porterfield and tell them to keep quiet about this proposition and let the Spreckels papers make the announcement first, and let Spreckels have his say first. Mr. Fletcher said he could wire Porterfield at any time asking him to take the matter up with the Sun; that the Sun was run by a bunch of youngsters who might spill the beans. Treanor said, Fletcher had better not take any action at the present time, and he would talk the matter over later with him.

Mr. Fletcher asked Mr. Treanor where he was. Mr. Treanor said he was in Los Angeles, but that Mr. Gillis stayed over to talk with Mr. Spreckels. Mr. Treanor said that Spreckels asked Mr. Gillis first 2I understand that Fletcher is definitely out of the Warner's project, and Gillis said Yes". Treanor went on to say, "Now, Ed, you must keep absolutely quiet so that Spreckels does not find out anything different." Treanor then said to be more careful of MacMullen and not to go out with him on any trips as planned, so as not to give Spreckels any idea that Fletcher was interested at the present time. Treanor said that Gillis had told him he had no confidence in Dilworth and would not be guided by Dilworth's advice. Fletcher said, "They are fighting among themselves, eh?" and Treanor said "Yes" and the more quiet you keep the better also if you do not go out with the Spreckels' crowd. Mr. Treanor then said "Now, Ed, I think this gives you the whole situation, but we are going to put it over. Just keep quiet for if you do not it will make Spreckels mad and insane and spill the beans, or words to that effect.

Mr. Fletcher then asked Mr. Treanor, "How are you intending to finance Warner's dam and the pipe line to the city?"
Mr. Treanor said he was not able to go into that over the phone.
After some hesitation, however, said he had talked with Mr.
Spreckels and "he may help us out on that". It will cost approximately \$3,500,000." Mr. Fletcher told Mr. Treanor that he had heard in San Francisco that Mr. Spreckels was negotiating to either finance or buy the project and if this was so he wanted an opportunity to finance it, that he had three sources thru which he could do it. "I have written you a letter about it this morning," and want to have an opportunity to do it.

YNA9MOD FIELD MALORT

MANUFACTURERS

TROJAN EXPLOSIVES

San Francisco, Calif., December 23, 1920.

(Superseding Price List Mo. F-12) Effective December 23, 1920 PRICE LIST NO. F-18

Prices Named Herein Are Subject to Change Without Motice

APPLYING ON

TO SONARE THE COAST MANUFACTURING AND SUPPLY COMPANY

SAFETY FUSE

GRADE	F, O. B. ROBERT,	B.O.F GNAJTROF	F. O. B.	E.O.R.
	CALIF,	TROJAN, ORE.	SEATTLE, WASH,	MYSH' SLOKYNE'
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met Special	10.80	09.01	09.01	06.01
ue Label	02.8	03.8	8.50	08.8
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Shipments of less than 1000 feet will be subject to a charge of 25 cents additional package

DISCOUNTS

Carloads (Minimum 1,260,000 feet). 300,000 feet 39,000 feet Less than 6000 feet.

Number of Cases in Carloads Determined by Minimum Weight applying to Locality Where Shipped

Railroads and Express Companies receive Fuse for shipment any day but Sundays and Holidays

THE MS: THIRTY DAYS MAT THE SUNDAYS AND THE SUNDAY SUNDAYS AND THE SUNDAYS AND THE SUNDAYS AND THE SUNDAYS AND THE

TROIAN POWDER COMPANY

FIRE CHIEF ALMGREN

Monday noon - Jan. 9, 1922 - San Diego Hotel
to the

San Diego Fire Underwriters Assn.

It is your duty to be there and give him a

good audience.
The Committe

Conversation between Ed Fletcher and John Treanor, January 9th, 1922.

Mr. Treanor rang up and said he was mailing the papers - the mortgage for Mr. and Mrs. Treanor to Wm. G. Henshaw, and also a statement showing how the amount was determined, and asked Mr. Fletcher to have Mrs. Fletcher and for him to sign the mortgage to Henshaw covering the different interests in the purchase of a number of properties from Henshaw by Treanor and Fletcher.

They discussed the matter for a few minutes relative to properties involved.

Mr. Treanor asked Mr. Fletcher if Porterfield was in town and would Porterfield support a contract with the city for water. Mr. Fletcher answered he that he would. Treanor asked if it was not advisable to get in touch with Porterfield and tell them to keep quiet about this proposition and let the Spreckels papers make the announcement first, and let Spreckels have his say first. Mr. Fletcher said he could wire Porterfield at any time asking him to take the matter up with the Sun; that the Sun was run by a bunch of youngsters who might spill the beans. Treanor said. Fletcher had better not take any action at the present time, and he would talk the matter over later with him.

Mr. Fletcher asked Mr. Treanor where he was. Mr. Treanor said he was in Los Angeles, but that Mr. Gillis stayed over to talk with Mr. Spreckels. Mr. Treanor said that Spreckels asked Mr. Gillis first 2I understand that Fletcher is definitely out of the Warner's project, and Gillis said Yes". Treanor went on to say, "Now, Ed, you must keep absolutely quiet so that Spreckels does not find out anything different." Treanor then said to be more careful of MacMullen and not to go out with him on any trips as planned, so as not to give Spreckels any idea that Fletcher was interested at the present time. Treanor said that Gillis had told him he had no confidence in Dilworth and would not be guided by Dilworth's advice. Fletcher said, "They are fighting among themselves, eh?" and Treanor said "Yes" and the more quiet you keep the better also if you do not go out with the Spreckels! crowd. Mr. Treanor then said "Now, Ed, I think this gives you the whole situation, but we are going to put it over. Just keep quiet for if you do not it will make Spreckels mad and insane and spill the beans, or words to that effect.

Mr. Fletcher then asked Mr. Treanor, "How are you intending to finance Warner's dam and the pipe line to the city?"
Mr. Treanor said he was not able to go into that over the phone.
After some hesitation, however, said he had talked with Mr.
Spreckels and "he may help us out on that". It will cost approximately \$3,500,000." Mr. Fletcher told Mr. Treanor that he had heard in San Francisco that Mr. Spreckels was negotiating to either finance or buy the project and if this was so he wanted an opportunity to finance it, that he had three sources thru which he could do it. "I have written you a letter about it this morning," and want to have an opportunity to do it.

January Ninth 1922

Mr. John Treanor, Mngr., Riverside Portland Cement Co., Los Angeles, Calif.

My dear Treanor:

Confirming your verbal statement over the telephone to me today, to the effect that Mr. Spreckels is considering financing the Warner's project, please let me know on what basis, for I wrote you a letter this morning stating that I am in a position to finance this project thru my friends, in my opinion, and if I can get the money on more favorable terms, it means that much more profit both to Mr. Henshaw and myself.

I am certainly hurt to the core to have you tell me that Mr. Spreckels insists that I not be identified with the project. His attitude is wholly unjust and unfair. As I have been for 15 years or more identified with the project, and now have an interest in the profits, I do not see how he can get away from it, ie: allowing me to share in the profits of this project. Do you? However, I shall follow your advice and keep quiet.

your last telephone message just received, asking for a copy of the City Charter, with all its emend-ments. I have arranged for a certified copy from the City Clerk, Mr. Wright.

I will come to Los Angeles as you request on Tuesday night, arriving there Wednesday morning, to discuss the terms of the agreement in the matter of the contract with the city for water.

Yours very truly,

EF:KLM

co- Mr. Henshaw

Surate 2.

January Ninth 1922

Mr. John Treanor, Mngr., Riverside Portland Cement Co., Los Angeles, Calif.

My dear Treanor:

When in San Francisco last Tuesday, I got the impression that negotiations were on with Mr. Spreckels to either help finance, acquire an interest in, or later on buy the Warner's project.

I understood from you yesterday over the phone, however, that there were no negotiations on, excepting to get his consent to the city signing up a contract with us for the purchase of water. If any negotiations do arise where Mr. Spreckels, directly or indirectly, plans to become financially interested in the Warner's project, or even finances it, before closing with Mr. Spreckels I would like an opportunity to submit a proposition for financing the proposition, or purchasing Mr. Henshaw's interests in the project, if Mr. Spreckels is considering the purchase of Mr. Henshaw's interests or any part of it.

I am satisfied I would have no trouble in financing the Warner's project, particularly the dam and the pipe line to the city, and as I am interested in the profits on this project, if I can finance it on more favorable terms than Mr. Spreckels offers, I am sure it will be a pleasure both to you and myself. All I want is a reasonable length of time to work on the project—on the financing or purchase of this project—along the lines that Mr. Spreckels may be considering. I have three possible sources that are able to finance this project; two individuals, either one of whom can handle it, also on the financing end of it, the First National Bank of Los Angeles, thru Mr. Charles F. Stern, with whom I have discussed this matter.

Yours sincerely,

ED FLETCHER

EF:KLM

co- Mr. Henshaw



RIVERSIDE PORTLAND CEMENT CO.

BTH FLOOR, CORPORATION BLDG.
724 SOUTH SPRING STREET
LOS ANGELES, CAL.

January 14, 1922.

Colonel Ed. Fletcher, san Diego, California.

My dear Mr. Fletcher:

I quote from a letter just received by Mr. Treanor from Mr. Lees:

"You omitted to affix the stamp tax on the note. It is \$.02 per \$100.00 or \$4.82. We have attended to this here and charged your account with \$4.82.

Fletcher has also to affix stamps to his note of \$2.28.

If the mortgage has not yet been recorded it would be well to state on the copy of the note that stamps to the extent of \$4.82 were affixed to the original note and cancelled.".

Yours truly,

JHW/NEM

Jas. W. Hols.

January Fourteenth 1922

Mr. John Troanor, Mngr.. Riverside Portland Cement Co., Los Angeles, California.

My dear Treanor:

In answer to your inquiry regarding features to be guarded against in the matter of making any contract with the city, I suggest the following:

First: That, if possible, the point of delivery be at the city limits, or on the north bank of the San Diego River, for you will be continually in trouble maintaining a pipe line scross the San Diego River.

Second: That the city be forced to take the water continuously. We are having trouble with the city because they take it only 12 hours a day. It makes trouble in the matter of chlorination, and is not satisfactory in any way.

Third: That the quality of the water shall be approved by the State Board of Health.

Answering your inquiry as to a history of my trouble with the city in this matter, will say that the present bacteriologist of the city is a blood specialist, and he is not analyzing water in the proper manner, so I have been informed. Then his job is subject to the city council's pleasure, and if the city council desires to change the Henshaw-Fletcher contract, all they have to do is to whisper in the bacteriologist's ear and our water is condemned.

It seems the City Board of Health stood in with the council in this matter and one of their members, Dr. Crawford openly admitted to our Nr. King that they were being used as a catspaw to bust up a contract. The city shut off our water on the advice of the Board of Health and the city bacteriologist, altho the State Board of Health has at all times given us a clean bill of health.

I then arranged with the Mayor to have our water

THE PROPERTY OF THE PARTY OF TH

STATE OF STA



Jamesy la. 1928.

Colorel ed. Plebener.

My dear MF. Fletcher:

vd bavisson dipi reduct a houl of mo I : onl . h. doil remanT . TM

.Sh. As no 00.0018 neg 20.8 at all .evon edd no med negy begrade has stem alar of bebredds symd eW .Se. 88 diw dnooss

-en mond der den eind ensandmen edd il end le repe end no ernae ed iller ed blucw di bebrop britting erna 13.20 in omedice end et apmade dint eden to the evilant end end cancelled.".

WHICH WEEK

Page Two

analyzed twice a day for a week, by four different agencies. The City Board of Health, the State Board of Health, a representative of the city of Los Angeles, and an expert, Dr. Carl Wilson of Los Angeles, hired by the City of San Diego. They all took these samples jointly, and when the reports came in the city found our water bad in several instances, but everyone else gave us a clean bill of health. We were within the terms of our contract and the city commenced to take water again.

Yours truly,

Manager and the second of the

EF KIM

ec- Mr. G. Henshaw

TRANSCRIPT

of conversation overheard

between John Treanor and Ed Fletcher

K. L. May

Jan. 15, 1922

CONVERSATION BETWEEN COL. FLETCHER AND JOHN TREAMOR

think it about 9:15 A.M., Sunday, January 15, 1922.

Mr. Flotober: "I think him report will kill El Capitan."

Mr. Treambr: "It will kill Ml Capitan, certainly."

Mr. Pletcher: "Hello, John nows up the cost of water about 10 centis

Mr. Treanor: "Yes, Ed."

Mr. Fletcher: "This is Fletcher. evaporation, sto."

Mr. Treamor: "Yes. Tur. White mante me to be sure to be at that meet-

Mr. Fletcher: "I have read the morning Union down here-"

Mr. Treamor, ou Yes not show up at all, because I think you would Hr. Fletcher: "And they certainly endorse Savage's report."

Mr. Treamor: "They do what?" on really think about it?" Way would

Mr. Fletcher: "They come out very strong in favor of all the community getting behind Savage's report to build in Mission Gorge." Spreading Treamor, "Uh-huh," he has sould be, to Mr. Henshaw, to me, to

Mr. Fletcher: "In other words they say that the whole community will get behind this report, that it settles a lot of disputed points and that it is the logical step and next step in the development of the San Diego River."

auring Treamor: "Un-huh." Trapting: "Did he make a darinite statement

Mr. Fletcher: "What do you 24, every time to bes sporen."

Wr. Breanon - interrupting - "Do they cay ongthing about Wenneyland

Mr. Fletcher: "Not a word he would not have anything to do with any-Wing you were connected with, and the last question be asked Gills

Mr. Fletcher: "Did you get those clippings of last night's San Diego papers 17 Savage spreport? The moleher invite me to that meeting

Wr. Treanor: "Yes." to you

Mr. Pletcher: "What do you think of it?" to covid now levite 29. Ur. Treamor: "I think it is a very weak showing." Mr. Fletcher: "A weak showing?" and make the comment

Mr. Treamor: "Yes, in other words, in view of the fact that he admits litigation on the river, and he admits he has not got core drillings yet, the loosest kind of estimates as to the cost, and with the record for non he has behind him I should not

hink it would be a very strong showing."

Mr. Fletcher: "I think his report will kill El Capitan."

Mr. Treanor: "It will kill El Capitan, certainly."

Mr. Fletcher: "But it shows up the cost of water about 10 cent#s

Mr. Treanor: "Well, probably more. Of course, you have got to allow for operation, depreciation, evaporation, etc."

Mr. Fletcher: "Mr. White wants me to be sure to be at that meeting tomorrow."

Mr. Treamor: "I see, Well, all right; Ed; but I believe it would be wiser if you did not show up at all, because I think you would invite an embarrassing situation - you have been handling the Volcan so long."

Mr. Fletcher: "What do you really think about it?" Why would it embarrass me - or Mr. Spreckels?"

Mr. Treamor: "I think it would probably be bad, because -Spreckels was just as frank as he could be, to Mr. Henshaw, to me, to Mr. Gillis, to everybody he has talked to about it."

Hr. Fletcher: "You mean about his attitude toward me?"

every Mr. Treamori "I think it would be more dignified -- hes you think

Mr. Fletcher - interrupting: "Did he make a definite statement against me?"

Mr. Treanor: "Why, yes, Ed, every time he has spoken."

Mr. Treanor: "He said he would not have anything to do with anything you were connected with, and the last question he asked Gillis before he agreed to go ahead with the thing was to ask if you were definitely out of it at Warner's."

Mr. Fletcher: "But why did Belcher invite me to that meeting Monday?"

Mr. Treanor: "Why, Ed, you are a member of that committee of 30 and I do not think he had any other course. He could not invite 29. It was a matter of courtesy to you. Belcher is not going to insult you, but Belcher understands Spreckels Feelings just as well as you or I or anybody else does, but I think it would be a help to stay away or if you said you were out of town and said you could not come."

Mr. Fletcher: "Have you ever talked to Frank Belcher about this?"

Mr. Treamor: "Yes."

Ar. Fletcher: "Does he know this condition exists?"

Condition exi

Hr. Treamor: "I guess it is, Ed. Of course, Ed, there has not been any concealment at all as to how he feels about the matter and I think it would just put you in a more or less embarrassing situation, and in order to program. Ed, along the line that I think we ought to program to get his support; it would be embarrassing to you if you were there. It is more dignified to go out of town and be out of town, and send Belcher a telegram caying you were sorry but an unavoidable engagement prevented you being there.

from something you might say."

Mr. Fletcher: "You mean he now has the idea from Gillis that I am not interested in warner's, and you don't want to dispel that - you mean?"

you mean? Platener: "Henshaw said that if I did not make a half million out of the most disappointed man in Call. Treanor: "Exactly that assurance of yours. John, I have

Mr. Fletcher: "If I should go there and ask for Warner's - for everybody there to endorse it also Mission Gorge - what makes you think it would confuse the issue?"

Mr. Treanor: "Why, Ed, I think it is simply better just as it stands. Your advocacy is not needed for Mission Gorge, and of course, your advocacy would hurt Warner's insofar as Spreckels is concerned."

estate will be if I do not go there? How will they feel toward me if I don't go there and let this thing elip up and a contract between the city and Warner's be made, and they wake up later on and find me asleep at the switch? What is your answer to that? You see my position, don't you?"

It. Treamor: "Ed, if you are tied up to the Cuyamacs in such a way that you have to oppose warner's ""

Mr. Fletcher: "I have not promised anything - only, what would you do?" " not a square dost in the marner's proposition."

Mr. Treanor: "I would just let it rest there, Ed."

Mr. Fletcher: "What would you do in my position?"
tomor Mr. Treanor: "I would stay away, and so far as Cuyamaca is

er. Trosnor: "Good bye."

the management for a true temperature of the potent I such

che contract makes Cuyamaca water worth that much more, and it is a good thing to have that much said, and your answer would be that you are crazy to have this contract made, for after that is done you can show that your water is worth just as much, and can work out any development scheme you please. "Aution between the contract made and can work out any

Mr. Fletcher: "I think I will go up and have a talk with Belcher today. I am seriously considering keeping away now after talking with you last night."

Hr. Treanor: "Rd, it seems to me it is a thoroly dignified attitude for you to take. If you were there you would either have to do one of two things"- (not understood). "If you said you had an interest it would kill the thing right away, so you are in a dilemma either way, so it is—a thoroly dignified to keep away from the meeting."

Mr. Fletcher: "Well, John, I have been taking you at 100 percent that I am going to Emake a bunch of money Sout of this warner's contract."

Mr. Treanone Gyou know, Ed, I have never made any pretense more than this, that you have rights in Warner's, and so far as I am concerned. I will bee that you are protected."

Mr. Fletcher: "Henshaw said that if I did not make a half million out of this Warner's proposition he would be the most disappointed man in California. I appreciate that assurance of yours, John. I have

Mr. Treanor: "Yes, you have, Ed, but of course, I am always troubled whon this talk of yours comes in ----"

Mr. Fletcher: "You mean what I said last night. Why I simply said that could be done."

Mr. Prosnor: "I know, Hd."

Mr. Fletcher: "If Henshaw had no interest in the Cuyamaca systembut he has, I know - "

Been at Assertated and the swint of the state of the said the state.

Mr. Treanor: Of course, I recognize that lots of things can be done, but among people who are working for one object I cannot see the use of dragging this thing up --. I am, of course, vitally interested in seeing everything go along according to the program. If this thing is done within the next 30 days - we are made."

Mr. Fletcher: "I have your absolute assurance, man to man, to see that I get a square deal in the Warner's proposition."

Mr. Treanor: "Ed, of course, you are going to get that."

Mr. Flotcher: "Well, I am going to keep away from that meeting tomorrow. All right, old man. Goodbye."

Mr. Treanor: "Good bye."

The foregoing is a true transcript of the notes I took of the

Sede Johnson

in shorthand of the conversation between Mr. Treanor and Mr. Fletcher on Sunday morning, January 15, 1922, which conversation took place over long distance telephone and I overheard thru a third connection.

Katherine h.) nay

GENERAL ACKNOWLEDGEMENT

State of California,
COUNTY OF SAN DIEGO,

On this day of A.D., 1922, before me,

County of San Diego, State of California residing therein, duly commissioned and sworn,
personally appeared personally known to me to
be the person whose name subscribed to the within Instrument, and She

duly acknowledged to me that She executed the same.

In Mitness Mherent, I have hereunto set my hand and affixed my official seal,
at my office in the County of San Diego, the day and year in this certificate first above written.

My Commission Expires A.D., 1922, before me,

A.D., 1922, befor

36M Form Tel. 5E-11-30-21

FEDERAL TELEGRAPH COMPANY



RADIOGRAM

R. P. SCHWERIN, Pres.

THE FEDERAL TELEGRAPH COMPANY transmits and delivers this message subject to the terms and conditions printed on the back of this blank.

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NIGHT LETTER

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Send the following message, subject to the terms and conditions printed on the back hereof, which are hereby agreed to.

Date Filed. Jan. 16, 1922 192

Mr. John Treanor Mngr Riverside Portland Cement Co., Los Angeles, Calif.

Chg Flotcher Co

January Sixteenth 1922

Sale of Warner's water to the city.

Mr. John Treanor, Mngr., Riverside Portland Cement Co., Los Angeles, Calif.

My dear Mr. Treaner:

Confirming our verbal conversation yesterday, after thinking it over I made up my mind to do as you requested, and eliminate the Mission Corge from the discussion, until after the Warner's matter was favorably passed on by the Chamber of Commerce.

I saw Stearns, Davidson and a number of others yesterday, and am convinced everything will go thru.O. K.

I am positive I could get a majority of the committee and the Chamber of Commerce directors to recommend the Warner's and Mission Gorge propositions jointly, but for the sake of harmony and because you ask it, I am not going to bring on a fight, for I know the Warner's project will go thru unanimously, and do not want to complicate the situation by interjecting the Mission Gorge at the same time.

Yours sincerely,

EF:KLM

ec- Mr. Henshaw

January Eighteen 1922

Furnishing Lake Hodges water to city.

Mr. John Treanor, Mingr., Riverside Portland Coment Co., Los Angeles, California.

My dear Treanor:

Enclosed find copy of official permit from the State Board of Health regarding furnishing water to the city from San Dieguito and Lake Hodges. Yours truly,

EF: KLM

oo- Mr. Henshaw

January Eighteen 1922

Sale of Warner's Water.

Mr. John Treanor, Mngr., Riverside Portland Cement Co., Los Angeles, California.

My dear Treanor:

Enclosed find copy of letter which is explanatory.

Held and Heilbron, in my opinion, are the insurgents; Stewart is the doubtful one, but I believe the Mayor is convinced that the contract for Warner's water is o. k., and with Bruschi, Weitzel and Stewart voting it can be put over. Altho, if the general business sentiment is in favor of this contract when it becomes public, it may be that both Held and Heilbron will come over.

Yours truly,

EF: KLM

co- Mr. Henshaw

January Twenty 1922

Mr. John Treanor, Mngr., Riverside Portland Cement Co., Los Angeles, Calif.

My dear Treanor:

Several of the boys have told me that they are interested in an option of purchase of the Volcan System in case a contract is made to purchase water from Warner's.

Kindly let me know what you have in mind in the shape of an option, and oblige

Yours sincerely,

EF:KLM

Copy of doje mu Freamor dictated.

HEMORANDA

1-2+-2 Mindenny

The developing company will be known as the "San Diego County Water Company". Its properties embrace the headwaters of the San Luis Rey and the Santa Ysabel Rivers. Its ultimate development will furnish a supply of 30 million gallons of water per day.

What is the size of Warner reservoir?

Warner Reservoir will contain 200,000 acrefeet of water, covering an area of nearly 6 miles, with a shore line approximately 17 miles long. It will be the largest artificial lake in California. It will have capacity to tide over 6 successive dry years. Warner Reservoir will contain more water than Morena, Barrett. Upper and Lower Otay reservoirs, and Sweetwater reservoir, combined.

What will be the character of construction?

It will be out of the best and most permanent type throughout.

will any wood stave pipe be used?

No. The transmission system will be concrete and steel pipe throughout.

What will be the quality of the water?

It should be of the very highest quality, because the watersheds are in the high mountains, and because of the great size of the impounding reservoir. The length of time for transmission of the water to San Diego is also a great advantage insuring purity. The mater till have a continuous flow of approximately two weeks in coming from the impounding reservoir to the city distributing reservoir.

What is the safe annual yield of Warner Reservoir?

28,000 acre feet per year for exclusively irrigation purposes, and for exclusively domestic purposes 22 million gallons per year.

Where will this water be used?

10,000,000 gallons is temporarily reserved for the use of the city of San Diego, in accordance with my written proposal to the city council today.

About 3,000,000 gallons will be applied to

lands near Camp Kearny.

The balance of the water has been allocated to lands in the northern part of the county, in and around Escondido.

Is there any danger that the 10,000,000 gallons of water now offered to San Diego may be withdrawn and sold elsewhere?

faith. In the event of unreasonable delay in acting upon the present offer, the San Diego County Mater Company would feel justified in serving notice of withdrawal and disposing of the water for agricultural use in other places. There is a great excess of irrigable land in the northern part of the county convenient to the company's impounding reservoirs- far more than ever can be furnished with water. The purpose of the San Diego County Mater Company is naturally to market its product upon reasonable terms at the earliest possible date.

Did San Diego once have the opportunity to acquire the yield of your entire water system for use in and immediately around the city?

Yes; an option was once granted to the city, but it was allowed to expire. All of our water, excepting the 10,000,000 gallons above referred to, has now been allocated elsewhere. It is reasonable to suppose that the 10,000,000 gallons will likewise be lost to the city unless the present negotiations terminate favorably.

Even the this contract be not made, and the 10,000,000 gallons applied to the irrigation of land, cannot the city later condemn and so recover the supply?

Theoretically yes - practically no. The 10,000,000 gallons proposed to be sold to the city equals 1120 irrigation inches, capable of developing 10,000 to 12,000 acres of citrus lands worth upward of \$1,000 per acre. The damages under condemnation would be the difference between the value of the land with water, and without. The value without water is practically nil, therefore severance damages would amount to \$10,000,000 or \$12,000,000. Add to this the transmission system

which still would have to be constructed to make the water available for San Diego. Such a project is entirely impracticable. The city could not afford to use water acquired at such cost. Moreover, it would be morally wrong to devastate a whole countryside in this way. Why, for instance, does the city not condemn and appropriate the Sweetwater system for municipal use.

What time will be required to construct the works necessary to bring this water to San Diego?

If prompt action is taken by the city upon our offer, construction will be completed during the year 1923.

January
Twenty-five
1 9 2 2

Mr. John Treanor, Mngr., Riverside Portland Cement Co., Los Angeles, California.

My dear Treanor:

Enclosed find clipping both from last night's Sun and Tribune, also this morning's Union, covering your article. The home edition of the Sun handled your account much better.

Also enclosed find article which Potterfield telegraphed from Washington, covering interview with Mr. Chambers. This certainly looks as if the deal were going thru in the sale to the Santa Fe.

It would seem to me as if this article, instead of being offensive to MacMullen, would spur him on to greater activities, as it is a very broad intimation that the Santa Fe is going ahead and help in the development of water for the northern end of the county, and from the talk with the different business men of this city since you left yesterday, I am convinced that is the impression that has been gained all over town, and it will help our cause materially in a contract with the city.

for the Murray estate, and Mr. Haldorn, informed me that they had been down to see the Mayor yesterday regarding a settlement of the litigation on the San Diego River, and that they were not without hopes that an adjustment could be made. Henry Stephens happened to be here when they were, and I had him meet them and discuss the matter, and I asked Henry to talk it over with you. Will write you later.

Yours truly.

EF:KLM

co- Mr. Henshaw

January Twenty-seven

Mr. John Treanor, Mngr., Riverside Portland Cement Co., Los Angeles, California.

My dear Treanor:

Enclosed find clipping from this morning's "Union", showing action taken by the Chamber of Commerce yesterday.

The only criticism that I have is that the name of John D. Spreakels is in the report itself, and it is like a red flag to a great number of people in this city, however, the sense of the meeting was that negotiations continue, but their one suggestion was that option of purchase should be arranged for in the contract, and the best card up your sleeve is the proposition of having them pay 15 cents a thousand gallons for 50 years, as you suggested, and let them have the system at the end of that period without any additional charge.

This thing should be followed right up while things are running smoothly and definitely settled at an early date.

I told you over the phone, I think, that Dr. Bard and Mayor Bacon have asked me to present the merits of Mission Gorge at the Open Forum Sunday night, while Mayor Bacon is going to present the merits of what Mr. Savage becommended for No. 2. When Dr. Bard asked me. I told him I would not do it unless the Mayor asked me to and Mayor Bacon said he would be glad to have be be there simply to bring out the merits of both propositions.

I am spending Saturday evening with Mr. and Mrs. Stern in Los Angeles, and will return Sunday evening in time for the Open Forum meeting. I understood over the phone that you would be in San Diego Saturday. I hope you can stay over until Sunday night and attend the meeting.

Yours sincerely.

CC MR. HENSHAW

Mr. John Treanor, Mngr., Riverside Portland Cement Co., Los Angeles, California.

My dear Treanor:

I had a fine visit with Mr. C. F. Stern, Vice-President of the First National Bank. Mrs. Fletcher and I were their house guests Saturday and Sunday.

As you suggested, I asked him if he would care to consider financing the Warner's project if a contract were made with the city and Warner's dam built. If so I would try and bring it about. Mr. Stern said that he would be glad to talk it over with you whenever the time came that you cared to discuss it, and he might be of service.

In the matter of getting \$3,500,000 to build the project, Mr. Stern that in order to save the 15 or 20 percent loss thru a construction bond - his suggestion was that a million and a half or two million be raised thru a land bond, as originally outlined by him months ago, you will remember, and then borrow the money from the banks of this city, or Los Angeles to build the pipe line to the city. In this way you can get your money for 6 or 7 percent, whereas under a construction bond, the bonds would probably have to bear 7 percent interest and sell at 80 or 85..

I am sure you will get some information from him if you take the matter up with him, and probably 10 or 15 percent of the actual cost of the work can be saved by handling it in this way.

Yours sincerely,

EF:KLM

cc- Mr. Henshaw

January Thirty 1922

Mr. John Treanor, Mingr., Riverside Portland Cement Co., Los Angeles, California.

My dear Treanor:

Enclosed find copy of letter from Mr. King, of January 23d, which is explanatory.

You will also be interested in the following telegram which I received from II. M. O'Shaughnessy of San Francisco:

"January 26, 1922

Mission Gorge site Number Three is the most economical damsite on the San Diego River. There will be less loss of water from evaporation and less valuable lands destroyed by flooding. This site should be selected by the city for initial construction on the San Diego River.

M. M. O'SHAUGHNESSY"

I have asked Mr. O'Shaughnessy to prepare a plan and submit an estimate of cost of building at Mission Gorge site No. 3.

Yours sincorely,

EF:KLM

co- Mr. Honohaw

February First 1 9 2 2

Mr. John Treanor, Mangr., Riverside Portland Coment Co., Los Angeles, California.

My dear Mr. Treamor:

Enclosed find clipping from last night's "Sun" and "Tribune", also copy of letter from Melville Klauber, all of which is explanatory.

I think there will be a strong change in sentiment when you submit the new proposition of them paying 18 cents and owning the system at the end of 40 years.

Yours sincerely,

EF:KLM

cc- Mr. Henshaw

February First 1922 Treamor Herreber Gyndiester Dreamor Herreber

Mr. John Treanor, Mngr., Riverside Portland Cement Co., Los Angeles, California.

My dear Treanor:

Answering yours of the 28th, will say it is only today that Mr. King got thru correcting the legal descriptions and came to an agreement with the title company.

of title. Mr. Black has all the certificates of title and they should be brought down to date showing what incumbrances there are. Will you please see that these are forwarded immediately.

Yours sincerely,

EF :KLM

oc- Mr. Honshaw Attention Mr. Lees Mr. John Treanor, Mngr., Riverside Portland Cement Co., Los Angeles, Calif.

My dear Mr. Treanor:

Confirming our telephone conversation today, I certainly appreciate your efforts in my behalf to get a letter from Mr. Henshaw, wherein, when the Marner's contract is signed up with the city and the delivery of water is commenced, Mr. Henshaw will make a definite settlement with me cither in cash, bonds or notes covering my services under our Volcan agreement.

I am sorry that Mr. Henshaw does not own one-half interest in Mission Gorge with me. He ought to do it.

It goes without saying I will help all I can on the Warner's project when it comes to any influence I may have either with the city council or with the people if it comes up to election. Mission Gorge water is the cheapest in the county and it is so close to home that is the only thing that is going to give you trouble in putting it over. If I did not own Mission Gorge and the city did, there would be no way on earth for you to make a contract with them on Warner's at the present time. I feel I have rendered Mr. Henshaw a big service in controlling this property and without any expense to him. I shall certainly fight Site No. 2 to the limit, and I guess the more we fight and complicate the Mission Gorge situation, the better it is for a contract with the Volcan.

I am sending you under separate cover a report of the U. S. Reclamation Service on the Volcan System, as per your request over the phone. Kindly acknowledge receipt and return at your convenience.

Page Two/

Within the next two or three days I will have the U. S. gauging station records of the discharge of the San Luis Rey at Warner's brought down to date so you can furnish same to Mr. O'Shaughnessy no later than the first of next week. I am glad to know Mr. O'Shaughnessy will bring overything down to date, and hope he will change his report as he should as to net safe yield of Warner's.

Yours truly,

EF: KLM

cc- Mr. Henshaw

44890 RECEIPT FOR DEGISTERED ARTICLE Registered at the Post Office Indicated in Postmark Complete record of registered mail is kept at the post office, but the sender should write the name of the addressee on back he as an identification. Preserve and submit this receipt in case of inquiry. POSTMASTE



36M Form Tel. 5E-11-30-21

FEDERAL TELEGRAPH COMPANY



RECEIVER'S NO.

R. P. SCHWERIN, Pres.

THE FEDERAL TELEGRAPH COMPANY transmits and delivers this message subject to the terms and conditions printed on the back of this blank.

CHECK

NIGHT MESSAGE NIGHT LETTER INDICATE BY RATE DESIRED

DAY MESSAGE

DAY LETTER

Send the following message, subject to the terms and conditions printed on the back hereof, which are hereby agreed to.

TIME FILED

Date Filed Feb. 3, 1922

Mr. Wm. G. Henshaw, Stan ford Court Apertments, San Francisco, Calif

Meeting with Mayor City Council and Water Commission this afternoon very satisfactory in my judgment and that he all our friends. Ed has closed Pico option One thousand dollars down Los Angeles tomorrow San Diego Monday

JOHN TREAMOR

Chg Fletcher Co



THE PEDERAL TELEGRAPH COMPANY TRANSMITS AND DELL RS THE WITHIN TELEGRAM SUBJECT TO THE POLLOWING

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

1. The Company shall not be liable for mistakes or delays in the transmission or delivery, or for non-delivery, of any telegram received for transmission at the UNREPEATED-MESSAGE rate, whether caused by the negligence of its servants or otherwise, beyond the sum of FIVE HUNDRED DOLLARS; nor for mistakes or delays in the transmission or delivery, or for non-delivery, of any message received for transmission at the REPEATED-MESSAGE rate, beyond the sum of FIVE THOUSAND DOLLARS; nor for mistakes or delays in the transmission or delivery, or for non-delivery, of any message received for transmission at the SPECIALLY VALUED MESSAGE rate, beyond the sum at which such message shall be valued, in writing, by the sender thereof, when tendered for transmission and for which payment is made or agreed to be made of the amount of the repeated-message rate and an additional charge equal to one-tenth of one per cent of the amount by which such written valuation shall exceed five thousand dollars; nor in any case for delays arising from unavoidable, interruption in the working of its lines, or for errors in cipher or obscure messages.

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

3. 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.

4. 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.

5. The Company shall not be liable for damages or statutory penalties in any case where the claim is not presented in writing within

sixty days after the telegram is filed with the Company for transmission.

6. It is agreed that prompt and correct transmission and delivery of this message shall be presumed in any action for recovery of tolls therefor, subject, however, to rebuttal by competent evidence.

7. Special terms governing the transmission of messages under the classes of messages enumerated below shall apply to messages in each of such respective classes in addition to all foregoing terms.

8. NO EMPLOYEE OF THIS COMPANY IS AUTHORIZED TO VARY THE FOREGOING.

WE ACCEPT

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We have Connecting Lines to
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GENERAL OFFICES
812 Hobart Building,
582 Market Street, San Francisco, Calif.

R. P. SCHWERIN, President.						
Tariff Rates FEDERAL TELEGRAPH COMPANY 15 WORDS FOR 10	San Francisco	Los Angeles	San Diego	Seattle	Portland	Tacoma
San Francisco		48	48	72	60	72
Los Angeles	48	25	30	72	72	72
San Diego	48	30		72	72	72
Seattle	72	72	72		30	30
Portland	60	72	72	30	100 m	30
Tacoma	72	72	72	30	30	
	10000000000000000000000000000000000000	A GROUP A	SAMES	15967996	A SELECTION OF THE PERSON NAMED IN COLUMN 1	(M) - 图

February Third 1922

ETM

Contract with city for Warner's water

Mr. John Treanor, Mngr., Riverside Portland Cement Co., Los Angeles, Calif.

My dear Treanor:

Enclosed find copy of letter from Mr. Stearns in answer to a letter from me, which is explanatory. I said the only objection I had to the report of the water committee was the practical acknowledgment of endless litigation on the San Diego River, which I did not think was necessary and could be compromised.

Your new proposition should meet with favor, and there is no question but what the City of San Diego is more than foolish if some arrangement mutually satisfactory is not made at the present time.

Yours sincerely,

EF:KIM

oo- Mr. Henshaw

Additional Tariff Information Furnished on Application to Our Local Manager.

Above rates effective April 5, 1919. Subject to change without notice. Date of this issue July 1st, 192

February Third 1922

Mr. John Treanor, Mngr., Riverside Portland Cement Co., Los Angeles, Calif.

My dear Treanor:

I understand from Mr. Case that the contemplated survey is a final location on the high line from Escondido dam to San Clemente, intersecting the line from Pamo. Unless you intend to build Sutherland or Pamo and connect them together, it is absolutely useless to think of taking the Warner's water by Escondido over the route that Case is intending to survey, as it is much more expensive and cast iron pipe was never so cheap as now, and the high pressure air line from Escondido to San Clemente is so much cheaper by comparison. that it seems to me a useless waste of money even to make the survey, and it will take months to do it. They will have to make classification of all material as they go along.

Even if you do propose to connect up Pamo and Sutherland water with Warner's, it will not be for 10 years in any event, and you can always hook in a short line from Escondido dam to the city from Pamo and it would be a darn sight cheaper, it seems to me, to build the pipe line to carry the 10 or 12 million gallons a day and take it up 10 or 15 years hence, for cast iron pipe can always be salvaged.

It will cost you \$200,000 or \$300,000 more, at least, to build the high line that you propose. There are two complete surveys already made which would aid materially in making the final location for Mr. Case on the short line, whereas now they are making an entirely new survey in an entirely new location, except from where the Escondido line would meet the Pamo line.

Perhaps I have been misinformed, and in any event it is not for me to criticise but we are both



RIVERSIDE PORTLAND CEMENT GO.

8TH FLOOR, CORPORATION BLDG. 724 SOUTH SPRING STREET LOS ANGELES, CAL.

rebruary 4, 1922.

Colonel Ed. Fletcher, San Diego, California.

My dear Ed:

I have your letter of February 2nd and beg leave to acknowledge the copy of the U.S. Reclamation report on the Volcan System.

Since you have written as you have about the Mission Gorge site in your present letter, I cannot permit your opinions to go unchallenged, and must say briefly in writing what I said at length and explicitly to you last night in person. I think your ownership of the Mission Gorge site, in view of your policy and the public statements you seem inclined to make, is no help whatever to Mr. Henshaw, and that the contrary is true.

Let us, Ed, have no misunderstandings. Mr. Henshaw is offering his Volcan project to the city upon its merits, and does not ask you to suppress any information you feel justified in making public about Mission Gorge. He would not join you in the ownership of that project because to do so would not accord with his idea or fair and broad dealing with the city of San Diego.

So, Ed, act and speak as your conscience dictates in advising the city of San Diego where they should look for their next water supply. If you care to advotate Mission Gorge as against Warner's, do so. We will continue to deal with nothing but the merits of the two propositions. And ir you choose to be silent, we hereby disclaim any obligation to you on account of your silence.

Yours truly,

JT/NEM

Tolue Treamor.

The property of the state of th

working for the same object - quick results at the least cost.

Mr. Case did not know that the two surveys which we have existed. My suggestion is that you investigate this matter further before going to any great expense.

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Yours sincerely,

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THE PERSON NOW ASSESSED.

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Colonel al. Pleteralor . sine Ottonoi. d. ti nsa

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February Fourth 1922

Mr. John Treanor, Mngr., Riverside Portland Cement Co., Los Angeles, California.

My dear Treamor:

I was surprised last night at the attitude you took on Mission Gorge.

It goes without saying that I will not bring Mission Gorge any more prominently before the public than I have to, but when a public meeting is arranged by the Open Forum, without my knowledge and consent, to discuss Mission Gorge - when Dr. Bard, the most influential man, individually, in this city and president of the Open Forum, insists upon my being there, and when the Mayor invites me personally to be there, it is up to me to go, and I am not going to back out, even tho it is not of my choosing or desire.

The Chamber of Commerce, within the last four years, has gone on record in favor of building a dam in Mission Gorge. The City Water Commission has gone on record last year in favor of building a dam in Mission Gorge. The Mayor is going all over town talking Mission Gorge No. 2, which is recommended by Mr. Savage within the last few weeks as the place to build the dam, and I have either got to fight, or quit.

You are thoroly familiar with Mission Gorge.
I showed you a definite offer of John Eastwood dated March
18, 1921, agreeing to build a dam 210 ft. high in Mission
Gorge for \$516,108. I showed you Bent Brothers' offer of
April 18, 1921, showing that they would build a single
arch dam, the Jorgensen type, 210 ft. high, for \$750,000.
This is common knowledge and was made public last April all of the facts are known.

What I feel is unfair is that you, at this late date, would infer that I am trying to do something, or put something over in opposition to the Warner's project, which is absolutely untrue. I promised you that at the meeting tomorrow night I would not discuss the cost of water developed from Mission Gorge No. 3, and I will not,

February Sixth 1922

Mr. John Treanor, Mngr., Riverside Portland Cement Co., Los Angeles, California.

My dear Treanor:

"Union", which is explanatory I am being congratulated on all sides by showing Savage up as I did.

As I promised you, I made no mention whatever of the cost per thousand gallons of the water developed in Mission Gorge and the question was not brought up at all at the meeting, for which I was very thankful onryour account.

The next time you are down, I want you to have a conference with Mr. White, chairman of the City Water Commission. I believe he can be of much assistance in shaping up this Warner's proposition so it is acceptable to the city council.

Yours truly.

EF:KLM

00 - Mr. Henshaw

altho it is the cheapest water to be developed in the county, and Mr. Savage's estimates of cost show the price to be 8 cents a thousand gallons developed in Mission Gorge No. 2, and Mayor Bacon is publicly making this statement all over town among the different civic organizations. I shall do everything I can to discredit Mr. Savage tomorrow night, because it is not my nature to back down under fire.

You have nothing to fear but what I will do everything I can to put over the Warner's project.

I repeat again it was a big mistake that Mr. Henshaw did not go into Mission Gorge in the first place, and it was a mistake that he did not buy a half interest in Mission Gorge, which was my desire, at the ridiculously low figure which I offered him.

Enclosed find article from this morning's paper of the account of yesterday's meeting. Also announcement given out by Dr. Bard in last night's paper covering the meeting Sunday night.

Yours very truly,

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The first of the second second

EF:KLM

co- Mr. Henshaw

Pebruary Sixth 1922

Mr. John Treamor, Mingr., Riverside Portland Cement Co., Los Angeles, Calif.

My dear Treanor:

4.8

Answering yours of Feb. 4th, I cannot let it go unanswered. You did both yourself and me an injustice in writing this letter, for which I am sorry.

As you know, Mission Gorge damsite No. 2 has been a matter of public discussion for the last year or two, and when Dr. Bard and Mayor Bacon personally asked me to discuss the relative merits of the two damsites, I accepted. It was a challenge that no man with red blood in his veins would have refused. I did not think it fair for you, under the circumstances, to ask me to go to the back country, become a "piker" and back out of that meeting Sunday night. I did the next best thing, I promised you I would not discuss the question of cost of water delivered to the city. I also promised you I would go after Savage, and I lived up to my obligation to the letter.

I had only one thought in writing my letter of February 2d, and that was to refuse to be made the "goat", and put in a position where anyone could say that I was opposing the Warner's project in any way, which is absolutely untrue. After reading the clipping which I sent you today, I believe you will agree with me that the meeting was a benefit to the Warner's project.

I met Mr. Stanley Hale also Mr. Gould, the president of the Chamber of Commerce this noon. They both congratulated me on last night's meeting and what was in the paper and said it was good stuff, and did not in any way conflict with the Warner's proposition, but if anything helped it. Mr. Gould went on to say that he thot more dope like that was good, however, I will discuss this matter when you come down.

Feb. 6, 1922

Page Two

I have shown you every consideration in this matter of last night's meeting, and please don't write any such letter to me again, but let's work together for the common good - the winding up of the Warner's contract on some satisfactory basis with the city.

Yours sincerely,

EF:KLM

cc- Mr. Henshaw

RIVERSIDE PORTLAND CEMENT CO.

724 South Spring Street
Los Angeles, Cal.

COPY

February 11, 1922

Colonel Ed. Fletcher, San Diego, California.

My dear Ed:

I was very much interested, as I think I told you, in your recent letter upon the subject or an alternative cast iron pipe line from Bear Valley reservoir to San Diego. I have the accompanying memorandum from Mr. Hawgood upon the subject. His notes are of course only tentative, but will be of interest to you and Mr. King. I am very anxious to see Mr. King's final estimates.

Yours very truly,

(Signed) John Treanor.

JT/NEM

#260

Feb. 10, 1922

MEMO. on suggested "High pressure air-line from Escondido to San Clemente" of cast iron pipe.

Cast Iron Pipe prices Pacific Coast terminals.

1914 Jan. \$ 33.00. 1915 May \$ 29.00. 1920 Sept. \$ 106.65. 1922 Feb. \$ 50.00 = 22 cts. per 1b.

Cast Iron Pipe having the same necessary capacity as concrete pipe line, now being finally located, would weigh from 340 lbs. per lin. ft. for the lighter pressures to 700 lbs. per lin. ft. for the heavier pressures. (Standard length of pipe 12 ft. About \$1.00 per ton more for 16 ft. lengths) Weight per individual joint would run from 2 to 4 tons. Special handling appliances required. Some loss from breakage to be anticipated.

With an average weight of 400 lbs. per lin. ft. the cost at 2½ cts. f.o.b. cars would be \$10.00 per lin. ft., to this is to be added cost of trucking, ditching and laying amounting to at least \$3.00, making the total cost about \$13.00 per lin. ft.

The estimated cost of the concrete line is about \$7.84 per

lin. ft.

The cost of cast iron pipe is therefore 66% greater per lin. ft. than concrete pipe line.

The straight line distance from Bear Valley Dam to San Clemente Dam is 21 miles.

The shortest practical route, disregarding pressures incurred, is about 22 miles.

The length of the concrete line is 26 miles. The relative total costs are, therefore;

Concrete
Cast Iron 1.66 x 22/26 = 140

Concrete is superior to cast iron in permanency, but for practical purposes both materials may be considered as alike.

The commercial life of the steel siphons associated with the concrete would be not less than 50% of the commercial life of cast iron.

Test pits to determine class of material to be excavated are equally necessary in both cases. The destructive effects of expansion and contraction from changes in temperature would prohibit laying cast iron pipe on top of the ground.

There would be little or no salvage value for the cast iron pipe. The cost of dismantling and trucking large size pipe would eat up the old metal market price. Customers for large size pipe are not numerous.

February Sixteen 1922

Mr. John Treanor, Mngr., Riverside Portland Cement Co., Los Angeles, Calif.

My dear Breamor:

Mayor Bacon is holding meetings once or twice a week among the different organizations in the city. urging the construction of a dam at Mission Gorge No. 2 and is gaining some headway in molding public opinion.

As agreed upon the last time you were down I have furnished nothing to the newspapers, and stopped all public discussion of the relative merits of sites 2 and 3 in Mission Gorge. Since my discussion of the matter with Mayor Bacon in the Open Forum two or three weeks ago. The Mayor did not like the way the story was written up the following morning, it seems, because a week later on he came out with a new article, copy of which is herewith enclosed. I have not answered this letter but am preparing an answer that I will send up to you for your approval.

You will remember nearly a year ago Mr. O'Shaughnessy made a report to Mr. Spreckels, which Mr. MacMullen made public, approving site No. 3, which I own, as the logical site to build the first dam in Mission Gorge on the San Diego River, and a few weeks ago I asked Mr. O'Shaughnessy to prepare a plan of the type of dam that should go in at Mission Gorge site No. 2. I do not expect to get it for two or three months, but I hope by that time that you will have something definite with the city council or get the Warner's proposition submitted to the people. As soon as I get Mr. O'Shaughnessy's plan and estimate of cost, I will take the matter up with you further. I am only fortifying myself in Mission Gorge at site No. 3, to be ready in case the city starts anything in favor of site No. 2.

In my answer to Mayor Bacon in his latest attack, I am eliminating all reference to Site 3 that is possible to eliminate, but simply showing up the disadvantages of No. 2. I hope to send it to you tomorrow for your criticism.

Yours sincerely.

EF: KLM

co- Mr. Henshaw

Twenty-seven

Mr. John Treanor, Mngr., Riverside Portland Cement Co., Los Angeles, California.

My dear Treamor:

Enclosed find mortgage and note which kindly sign.

It is a new mortgage to take the place of the old one on the \$1,000 on the Herman's place, which is outlawing, and Mr. Gilmore wants a new one signed up.

Yours sincerely,

EF:KLM

March Eighth 1922

Mr. John Treanor, Mngr., Riverside Portland Cement Co., Los Angeles, Calif.

My dear Treanor:

Enclosed find copy of letter which is explanatory in the matter of the Wakeham property.

Yours truly,

EF:KLM

March Tenth 1922

Mr. John Treanor, Mngr., Riverside Portland Cement Co., Los Angeles, California.

My dear Treanor:

Regarding the sales of the San Luis Rey properties, which we have acquired from Mr. Henshaw, will say it is an expensive trip up there to show people the property, and I feel on any properties that we accuired from Mr. Henshaw on the San Luis Rey that I am entitled to a 10 percent commission when they are sold, unless there is some big sale made of a large number of tracts.

For instance, this Herman's piece which I am trying to sell for \$2900.00. I feel that I should have a ten percent commission on the sale of any individual tract on the San Luis Rey.

Kindly let me know if this meets with your approval, you at all times, of course, first approving the price at which anything is to be sold.

I hope to close the sale of the Herman's piece for \$2900, which cost us \$1500, this week, altho it will be on easy terms, as I told you over the phone, but bearing 7 percent interest.

Yours sincerely,

EF:KLM

dictated March 8, 1922



RIVERSIDE PORTEAND CEMENT GO.

BIM FLOOR, CORPORATION BLDG. 724 SOUTH SPRING STREET LOS ANGELES, CAL.

March 18, 1922.

Colonel Ed. Fletcher. San Diego, California.

My dear Ed:

I find your letter of March 10th regarding commission on sales of property in the Treamor-Fletcher syndicate has been unanswered, although we discussed the matter in San Diego. I told you I would be willing to allow a commission of 72% on such sales as the Herman's property, as I recognize that there is some additional expense in handling the property some distance from town, although of course the usual commission on sales of country property is 5%.

When we group properties in large blocks and make special inducements for quick sales, I do not believe 72% should be paid, but on such sales I am willing to pay the 5%. I think you will recognize the fairness of my intentions.

Yours truly,

JT/NEM

Folive treamor



RIVERSIDE PORTLAND GEMENT GO.

8™ FLOOR, CORPORATION BLDG. 724 SOUTH SPRING STREET

LOS ANGELES, CAL.

March 20, 1922.

Colonel Ed. Fletcher, San Diego, California.

My dear Ed:

I am returning herewith the Agreement in connection with the Bernardo Ranch. It is entirely satisfactory to us, and I compliment you upon obtaining this favorable release arrangement. From Mr. H's letter it appears to me all he desires is to know that this is satisfactory, and you can write him that it is satisfactory, then Mrs. Hill will sign the instrument grating us the release privilege. I think it is rather curiously drawn. It purports to be a contract between Mrs. Hill and Mr. Henshaw, but I see nothing for Mr. Henshaw to sign. It is seemingly the grant of a privilege by Mrs. Hill, and the consideration I suppose is the renewing of the mortgage.

Yours truly,

JT /NEM

John Treaming

Milliam (b. Monoham Mills Building San Francisco

magnet

MARCH 23RD 1 9 2 2

Mr. Ed. Fletcher., San Diego, Calif.

Re Treanor-Fletcher Syndicate.

Dear Mr. Fletcher:

Referring to yours of March 8th and of May 21st.

This letter is to authorize you to have the necessary corrections made in the deed by Mr. Henshaw to Treanor and Fletcher as outlined by Mr. King and approved by the Southern Title Guaranty Company.

Mr. Black's letter transmitting papers to Mr. Treanor called attention to the fact of his not having time to revise the description and asking Mr. King to do so before recording the deed and I presumed that such was done and no further authority necessary.

I would like to have your signed note in this transaction as soon as possible as I am under promise to show it to our auditors and if I do not make good soon I'm afraid they may doubt my veracity.

Yours truly,

WL/GL

APPROVED:

aprior god

RIVERSIDE PORTLAND CEMENT CO.

81 FLOOR, CORPORATION BLDG. 724 SOUTH SPRING STREET

LOS ANGELES, CAL.

March 29, 1922.

Colonel Ed. Fletcher, san Diego, California.

My dear Ed:

I have your letter of March 28th. If you can do no better I assume we will have to pay the \$1000 on the Merchants National Bank note.

As to the financial schedule desired, it was for Mr. Henshaw, but I think it would be desirable to have one for the Treanor-Fletcher Syndicate. Regarding the money for the Treanor-Fletcher obligations, I prefer that you would not draw, but please let me know in time what my share of the payments is and I will furnish the money. Of course we have no right

National Bank, if you will have it prepared I will obtain the desired signature.

Yours truly,

JT/NEM

to expect any help from Mr. Henshaw.

As to the new note at the Merchants

EF: AH

Mr. John Treanor, Mgr.,

Los Angeles, Calif.

My dear Mr. Treanor:

Riverside Portland Cement Co..

March 27, 1922.

Inclosed find letter from the attorney for

. Yours very truly.

Joseph E. Summers who owns the Wakeham mortgage. There

are two mortgages of \$5,000 each. I am in favor of mak-

ing a proposition to Summers to take back his ranch and

give us the right to build Warners dam. Before taking

any action I would like something from you in the matter.



RIVERSIDE PORTLAND CEMENT CO.

8TH FLOOR, CORPORATION BLDG. 724 SOUTH SPRING STREET LOS ANGELES, CAL.

March 29, 1922.

Colonel Ed. Fletcher, san Diego, California.

My dear Ed:

I have your letter of March 27th enclosing letter from Mr. R. C. springer. I will talk with you about this matter on Monday, when I expect to be in san Diego.

Yours truly,

JT/NEM

John trecent

Monday

CORRES. RE

CONSTRUCTION OF DAM

AT WHRNER'S

RANCH!

MARCH 29, 1922 -SEPT 6, 1922

in every particular Lake Hodges dam, a multiple organ dam that can stood the tent, and if you would teater not become Dam, almost topped, a dam March 29,01922. 117 21. 1166. that don't entry \$125.000, you would buyo move to the St sections

thus. Day the Jorgenson single arch type comining a serie

Mr. John Treanor, Mngr.,
Riverside Portland Cement Co.,
Los Angeles, California

My dear Treanor:

Enclosed find copy of letter from Mr. King and Mr. Harritt, relative to the type of construction of a dam at Warners under date of March 25, 1922, also copy of Mr. King's letter of June 23d, 1921, in relation thereto.

of course, I will cooperate in every may when hr. Lenshaw sakes Engineer Case this last week said that he had been ordered to set the slope stakes for the building of an earth dam at Warners, and also that he could move the earth in the construction of a hydraulic earth-fill dam for 25 cents a yard. I don't know how much reliance you are putting on Mr. Case. I do know that he estimated the cost of an earth dam for us at Pine Hills at \$9,000. We let him build it, it cost us over \$ 15,000 and we had to reduce the height of it.

I am opposed to the construction of any dam at Warners except by contract at a definite figure and a proper bond guaranteeing completion. I am certainly surprised to see Mr. Henshaw proceed to build an earth dam at Warners, particularly as he is in the cement business, and a multiple arch concrete dam, that will fill every requirement, can be built at the lower site at less cost than you can build at the upper site. You will have 8,000 acre feet of additional storage capacity and a greater net safe yield. You will save \$30,000 or \$40,000 in cost, owing to the shortening of the length of the conduit. Your property will sell for one-half million dollars more, if you build a concrete dam at the lower site, as compared to an earth fill dam. You can build it quicker. You are running no risk or damage during construction, while with a hydraulic earth fill dam at Warners you are running a stupendous risk and it will take you between one and two years to complete, with the danger of a big flood this winter, destroying the whole project.

Mr. Lippincott has lately, in writing approved

in every particular Lake Hodges dam, a multiple arch dam that has stood the test, and if you would today see Murray Dam, almost topped, a dam 900 ft. long and 117 ft. high, that cost only \$125,000, you would have more faith in multiple arch dams. But the Jorgensen single arch type certainly ought to be satisfactory to Mr. Lippincott and I would by all means put that in rather than an earth dam at the upper site. The single arch type of dam would fill every requirement.

The U. S. Reclamation Service built the Shoshone Dam in 1903, height 305 ft. contract price \$515,730.00. Also the Pathfinder Dam 210 ft. in height costing \$482,000. The Twin Falls Dam is 225 ft. high, a private project. F. G. Baum built the Spaulding dam, 275 ft. in height. Salmon Creek Dam 186 ft. in height.

My protest is in, and I have nothing further to say. Of course, I will cooperate in every way when Mr. Henshaw makes up his mind just what type of dam he will build.

Have definite arrangements already been made to construct the dam? If so, for my own information alone, I would like to know who is to build it, and whether by contract or on a percentage basis.

Yours sincerely,

ED FLETCHER

EF: KLM

cc- Mr. Henshaw

RIVERSIDE PORTLAND CEMENT COMPANY

8th FLOOR, CORPORATION BLDG., LOS ANGELES, CALIF.

March 30, 1922.

Colonel Ed Fletcher, San Diego, California.

My dear Ed:

Thanks for your letter of March 29th with suggestions as to the type of dam. I am going to the damsite on Saturday with Mr. Hawgood, Mr. Lippincott, Ms. Bent and Mr. Starr, and expect to look over the lower site very carefully.

You are right in assuming that Mr. Henshaw would prefer to build a concrete dam, all things being equal. However, he desires to be practical, and not let his zeal for concrete over-ride the opinion of his engineers. Let us remember that the engineers, with the sole exception of Mr. Eastwood (whose preference for a multiple-arch type we must somewhat discount), have uniformly recommended in favor of an earth-fill dam. Furthermore, Mr. McClure told Mr. Hawgood, and later confirmed it to me, that he was very doubtful, indeed, whether he could ever approve a concrete dam on the lower site on account of the foundation condition. He emphatically stated that any concrete structure would have to be one of extremely broad base, which would imply excessive cost of construction and would definitely eliminate the multiple afch type. However, I have no prejudice in the matter, unless it is perhaps a prejudice in favor of a concrete dam, if it is demonstrated to be safe and economical.

You have done a service in bringing the matter up for reconsideration just at this time, and I appreciate and value your letter.

Yours truly,

JOHN TREANOR

JT:NEM

Mr. John Treanor, Mngr., Riverside Portland Cement Co., Los Angeles, California.

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Yours sincerely,

EF:KLM

co- Mr. Henshaw



MAIN 5753

RIVERSIDE PORTLAND GEMENT GO.

PIM FLOOR, CORPORATION BLDG. 724 SOUTH SPRING STREET LOS ANGELES, CAL.

March 30, 1922.

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JT/NEM

Tolew acon 20

March 31, 1922.

and I don't see how on earth they can estimate the cost for less than \$500,000 or \$1,000,000.

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Another factor I have in mind is this, that by building at the lower site, it impounds 8,000 additional acro fact of mater, and the dam can be lowered 1-1/2 feet in height, saving materially in cost, and still have the same capacity as at the upper site.

It is incomprehensible to me that ir. Henshaw would build an earth fill dam at the upper site, when the Jorgensen buttressed arch type of concrete dam, which type is unquestioned and accepted by all state authorities. on be built for materially less cost than your earth fill dam, eliminating entirely the Eastwood multiple arch dam which is fulfilling its full duty and has atood the supreme test in four places in Southern California alone; has now been adopted in Italy, and one 200 ft. in height is now under construction, while the city of Salt Lake has lately built one either 160 or 190ft, in height.

The talk of your engineer Case, that he is going to move that earth at warner dam for 25 cents a yard is "bull". He admits that most of it will have to be hauled a mile, and he also admitted that in figuring the cost at 25 cents it did not include the cost of any equipment. There are approximately 800,000 yds. in your proposed warner hydraulic earth fill dam. O'Shaughnessy and Lippincott figured in their 1915 estimate, that it amounted to \$1.05 a yard for the completed structure at that time. This was only for a 90 ft. dam. Even taking the 1915 costs, we all know that the higher the dam goes the more the cost.

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It was only year before last the Sweetwater Water Company built an earth embankment, with the material right at hand, 40,000 yards, and it cost them \$1.10 a yard to put it in place; the actual cost of moving the earth alone was 78 cents a yard.

Our engineer, Mr. King, is satisfied with the foundations at the lower site for a concrete dam. If there is any doubt in your mind, we can have the come drill there in a week from Sutherland, and make additional investigations that Messrs. Lippincott and Hawgood might want. But I again urge you not to make the mistake of putting in a hydraulic earth fill dam at the upper site.

Yours very sincerely,

EF : KLM

ED FLETCHER

co- Mr. Henshaw

P. S. I want to recall to your mind that Mr. Homer Hamlin, engineer for the City of Los Angeles and later for the U. S. Reclamation Service, when they investigated our Warner project, and after a personal investigation on the ground. Mr. Hamlin recommended the lower site at Warners for a dam instead of the upper site. Last apring Mr. L. G. Carpenter of Denver, who is of national fame as a construction engineer, came to San Diego as the engineer for the City Water Commission of San Diego, and made a personal investigation, and favorably reported on the lower site at Warners for a concrete dam instead of a hydraulic earth fill dam at the upper site.

Nimer's Dam

Mr. John Treanor, Mgr., Riverside Portland Coment Co., Los Angeles, California.

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March Seventh 1922

Mr. John Treanor, Mngr., Riverside Portland Cement Co., Los Angeles, Calif.

My dear Treanor:

Enclosed find clipping from this morning's "Union" showing a vote of three to two in the city council turning down the offer to purchase water from the Volcan. It is regrettable indeed, but the unprecedented rains makes them feel cook sure they can do better later on, and that there is no need of haste. They do not realize it takes 2 to 4 years to develop water.

Mrs. Fletcher put it up very forcibly to me this morning when she said that in her visits thru the different stores in town, where she has a wide acquaintance, not alone among proprietors but clerks, they all have the impression that the water problem is solved for 5 years to come, and there is no need to worry about the water situation, or any action necessary, and they all seem much relieved, and they all feel that the city has not the money to buy, little realizing how much faster the town will grow with an abundant supply of water as a guarantee to the business man and manufacturer, and an irrigation rate for the development of the suburban section.

What is the next move?

I don't want to see you count too much on the influence of John D. Spreckels to put anything over in this city. He never was as weak in his life as he is today. He has disgusted the business man and city officials of this city with his narrow attitude. With his ponderous personality he goes down to the Chamber of Commerce and demands that the funds raised to advertise the City of San Diego, be used exclusively in mentioning the S. D. & A. Railroad, and deliberately he and his agents state that they will not give a cent to the fund if the Santa Fe Railroad is mentioned in any advertising or magazine articles published in the East. He has brought about a deadlock in the Chamber of Commerce Board of Directors which threatens to bust up the organization. He has five of his own officials on the Board of Directors of the Chamber of Commerce, but he cannot get away with it. EF:KIM Yours truly,

co- Mr. Henshaw

and I don't see how on earth they can estimate the cost for less than \$900,000 or \$1,000,000.

It was only year before last the Sweetwater water Company built an earth embankment, with the material right at hand, 40,000 yards, and it cost them \$1.10 a yard to put it in place; the actual cost of moving the earth alone was 78 cents a yard.

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WARNER DAM

Mr. John Treanor, Mngr., Riverside Portland Cement Co., Los Angeles, Calif.

My dear Treanor:

I am mighty glad to see Mr. Starr on the job and the way he goes at things.

Hawgood's estimate of 460,000 yards for the construction of Warner dam to hold water to 107 ft. in depth must be a big mistake. In Huber's report, approved by the state engineer, Huber's estimate is 748,000 yards of excavation. King's estimate is 700,000 yards.

work be completed and put in place under \$1.00 a yard. You cannot to save your soul build the dam under a year and a half and take the risk of going thru mext winter's rains and danger of being washed out. Look at the past records for 30 years and you will see that the chances are for a big run-off next year. The ground is so well saturated from this season's rains and there usually are two wet years in succession. Get that earth dam half built and let next winter's rains come and the dam fill up and it will materially interfere with your construction work.

December and you cannot make much of a showing before that, whereas if you build a concrete dam you get it done sufficiently high by the lat of December to catch all of the rains that come and have it completed by the lat of February, and it is vital that you have it completed by the lat of March of next year so as to catch every drop of water that comes down, for after a couple of wet years, there is almost a certainty of a period of dry years ahead of us.

Steinbach the core driller, told me last night that he was opposed to the location of Hole 3 at the lower site, that he considers it a blow-out and he is very much impressed with the lower site for a concrete dam. He

WARWER'S DAM

Mr. John Treanor, Mingr., Riverside Portland Cement Co., Los Angeles, Calif.

My dear Treanor:

Mr. Starr's geologist, Mr. Witt, instructed us to immediately send up the cores both at Warner's site No. 1 and No. 2 to Warner's dam.

I found Mr. Jones, the manager of the gas company, out of town, and his representatives hated to take the responsibility of giving us possession of the cores without Mr. Jones' consent, however, the enclosed letter is explanatory, guaranteeing the return of the cores, and explanatory, guaranteeing the return of the cores, and on the strength of this letter, they will turn the cores over to us tomorrow, and on Monday I am sending back to warner's the cores secured at site No. 2 by ourselves, and at site No. 1 by the gas company.

Mr. Bent telephoned down urging that 40 ton of coal be sent up immediately. I telephoned to two or three different parties and finally got a low price of \$10.00 a ton from the Triangle Transfer Company. They will commence hauling coal Monday morning.

The diamond drill has not yet arrived by express, but will be sent up immediately on arrival.

I understand that a boiler has been secured and goes up tomorrow.

Yours truly.

EF: KLM

cc- Hr. Honchaw Mr. Starr has worked with Mr. Starr for a couple of years. He likes him and is glad that Starr is on the job. He did, however, say that he did not believe Mr. Starr would ever approve the construction of a concrete dam at the upper site.

Yours very truly,

EF: KLM

Mr. Fletcher left town before this letter was written and could be signed by him.

Mr. John Treanor, Mngr., Riverside Portland Cement Co., Los Angeles, Calif.

WARNER'S DAMSITE

My dear Treanor:r

Confirming our telephone conversation today, will say that the McCray and the Gates property are all the same, and by looking over our previous correspondence you will see that Mr. Cates deeded me his interest in the property and I gave the right to build Warner's dam free to Mr. Henshaw.

You and I have since bought the McCray property, but I am willing to deed free of cost to Mr. Henshaw both the damsite and lands flooded, providing you are, in case Mr. Henshaw decides to build at the lower site.

I wrote Mr. Henshaw to this effect several months ago.

Yours sincerely,

EF:KLM

oc- Mr. Henshaw

April Eleventh 1922

WARNERS DAM

Mr. John Treanor, Mngr., Riverside Portland Cement Co., Los Angeles, Calif.

My dear Treanor:

I wrote Mr. McClure urging that he keep an open mind until such time as the two Warner damsites were thoroly explored by core drills. Enclosed find copy of his letter in reply, which is explanatory, and for your information.

Yours sincerely,

EF:KLM

co- Mr. Henshaw

Mr. John Treanor. Warner Springs, Calif.

My dear Mr. Treanor:

on my return to the office, I found our mining engineer, Mr. F. T. Snell, who is considered one of the best engineers the Trojan Powder Company has, if not the best.

He volunteered the information which is herewith enclosed, and as you and Mr. Lippincott and Mr. Starr are on the job today, I felt the necessity of sending Mr. Snell's report to you, for you and for your information, and Mr. King very kindly offered to go to Warner's with it.

Yours truly,

EF: KLM

San Diego, California, April 29, 1922.

Mr. Ed Fletcher, San Diego, California.

My dear Mr. Fletcher:

At your request I visited Warner's Ranch and inspected the upper and lower sites. The lower site has many advantages. There is first-class material right at hand for a quarry, while if a concrete dam were built at the upper site, the closest rock of proper quality would be approximately a mell or a mile and a half away.

The proposed quarry at the lower site is located on the north side and within 250 feet of the damsite proper. It has the added advantage of a total gravity plant. The rock itself, if anything is better than the average, and I am sure will pass any inspection.

It is not my intention to criticise any of the core drilling work, but bedrock was encountered on the north slope, as well as the center and south toe of the dam. I was amazed, however, to see the location of their core drilling on the south side. Mr. Steinback had drilled a hole at an elevation of 2671 feet on approximately the line of the dam, which bottomed in impervious granite. Another core drillihole was started within a few feet east of Steinbock's hole, at an angle of approximately 45 degrees headed in the exact direction of the hole which Steinback had drilled. This was abandoned at 80 feet. This latter hole seems to me was a waste of money, as it was abandoned before it proved anything, and at all events was headed directly into the same ground which Steinbock's hole had previously proved.

I hate to "butt" in, and do not wish you to think that I am unduly criticizing your work, but in looking over the ground for a quarry site, these things appealed to me so strongly that I could not help calling them to your attention. If the ground at this point is not considered satisfactory bedrock, I am absolutely positive that such bedrock can be found, a very few feet to the West, and I urge that explorations be made at that point, for conditions are ideal for a concrete dam at the lower site, and I am convinced that the proper bedrock is there - it is simply a matter of finding it.

In answer to your question as to whether or not it shows a fault thru the lower damsite, will say I examined this carefully and could see no indication of a fault, possibly a blow-out, and which I am satisfied will prove to be the case if further core drilling is made on the south side of the lower site.

Yours very truly, FRANK T. SNELL

> Mining Engineer Trojan Powder Company.

May Fifth 1922

WARDERS DAM

Mr. John Treanor, Mgr., Riverside Portland Cement Co., Los Angeles, Calif.

My dear Mr. Treanor:

Answering yours of May 2d to the effect that Mr. Lippincott had been appointed chief engineer, would say that I will be glad to put at his disposal all the engineering records. maps, etc. that he may require from the Volcan files, or extend any other courtesy or assistance that I can.

Regarding Mr. Dubois, I have instructed him to move to Pamo Dam as there is a vacancy there and no one to take the water measurements. We can then let him out in an orderly manner at any time. Mr. Dubois has been in our employ off and on for six or seven years and had positive instructions to cooperate in every way. We have only been paying Mr. Dubois \$90.00 a month and his house, and he has rendered valuable service.

Yours very truly.

EF:AH

co- Mr. Henshaw Mr. Lippincott

P. S. Mr. King has just received a telephone message that DuBois is moving out of the house tomorrow.

Hay Fifth 1922

WARHERS DAM

Mr. John Treenor. Mgr., Riverside Fortland Cement Co., Los Angeles, Calif.

My dear Mr. Treanor:

Confirming my verbal suggestion to you yesterday in relation to rights of way through the Gates property below Warners Dem. will say that as long as you have decided to build an earth dam at the upper site at Warners, will you at your convenience make a survey of the right of way through the Gates property for your conduit or pipe line, and him. Fletcher and I. for a consideration of \$1.00. will execute same simultaneously with a quit-claim deed to me from Henry Stevens and wife covering the transfer as per agreement of the 20th of April, put on record April 20th in Book 881 of Deeds, Page 306.

I do not know where the east line of the Gates property is, having never seen it, but I think it was Mr. Case a year or two ago who told me that part of the conduit now built was on the Cates -McCray property, and I have no recollection of ever having deeded this right of way, and want to do so to prevent any other such experiences as we have had lately.

Yours very truly.

EF: AH

cc- Mr. Henshaw Mr. Stevens Mr. John Treanor, Mgr., Riverside Portland Coment Co., Corporation Building, Los Angeles, Calif.

My dear Treanor:

largest contractor. He owns four steam shovels and has two hundred fifty head of stock, and has made good on every job. I have known him for twenty years, and he is a personal friend and thoroughly roliable.

He feels hurt that he has not ind an opportunity to figure on that Warners job. How, is there
not some part of that work that you can turn over to
him on some equitable basis, either renting of his
stock or a contract of some kind? I would be glad to
bring you and Mr. Fenton together if you can use him
or his equipment in any way. He is the best contractor
San Diego has, and is entitled to an opportunity on
some of this work if any of it is still open.

your convenience. Let me hear from you on this subject at

Yours very truly,

BF: AH

CC - Mr. Lippincott.

SAN DIEGO COUNTY WATER COMPANY
724 South Spring Street
Los Angeles, California

May 29, 1922.

Colonel Ed. Fletcher, San Diego, California.

My dear Ed:

I have your letter regarding Mr.

Fenton. I have given Mr. Bent free hand as to his arrangements. He is the man who is responsible and who must finish the dam. If Mr. Fenton feels hurt please tell him to feel hurt at Bent and not at me, as I feel kindly toward everybody and wish we had business enough for everybody.

yours truly,

JOHN TREANOR

JT/NEM

De's

July 21, 1922.

Mr. John Treenor, Mgr., Riverside Portland Coment Co., Corporation Building, Los Angeles, Calif.

My doar Treanor:

that there was not sufficient temporary arrangements made to take care of the up flushes of run-off during the summer menths at Lake Henshew Dem. with the result that excessive water has come down and buried everything and made at least two weeks' delay at Lake Henshew Dem.

No use of giving free advice. One year we had four inches in eight hours up there in August, and this must be guarded against, as it comes every three or four years - two or three inches of rain in just a few hours - during the summer months, and this experience should teach them a lesson. Of course, it is nothing to either you or me, but is up to Bent Brothers. But there is a big danger of 500 to 1,000 inches of water coming down, and at any time, and Mr. Case, one of our ongineers, has seen as high as 600 second feet coming down there during the summer in a cloud burst.

State engineer Mr. McClure invited Mr. King to go up with him to see Lake Henshaw Dem Last Tuesday, and while there. Mr. King told Mr. Richards, in the presence of Mr. McClure that it was raining heavily in the mountains, he could see it, and in all probability there would be a very considerable run-off down in the river. Evidently nothing was done, and the result was temporary disaster for Bent, for which I am very porry.

don't have it go any further because I don't want to rub it in to anybody, but I feel it my duty to tell you, and you should see that they are ready at all times to handle 500 to 1,000 second feet of water at lake Henshaw Dam.

to be done over again. The water rose so rapidly at the dem that it submerged the whole works, filled up everything with sand, and the steam shovel is completely out of eight.

Very mineerely yours.

co Mr. Henchow

File 320-8

Mr. John Treanor, Mngr., Riverside Portland Cement Co., Los Angeles, California.

My dear Treamor:

WARHER DAIL

Sorry to hear that Bent Bros.' hydraulic pumping plant has been out of commission for a week, and hope it will get to going again soon.

with us last week, including Sunday. I had them up to dinner, and Mr. McClure made this statement - that both Mr. Hawgood and he, McClure, were satisfied that there never was any necessity for hydraulicing in the clay from above, that the raw material at the damsite was so good and packed so well, there was no necessity of putting in the clay core; that he was very fearful that the present plant was inadequate to hydraulic the clay core, that the very fact that the clay bank had so long withstood the action of the water and air was in itself a proof that it could not be successfully hydrauliced without blasting, which is expensive; that he, McClure, had suggested to Lippincott and had authorized him to narrow the width of the hydralic clay core and fill in with the natural material, as the natural material was packing so successfully.

The point I wish to make is that I am satisfied if you ask it. McClure will allow you to materially reduce the area of the clay core immediately and you can fill it with the natural material there. This will expedite the work and materially cheapen the cost of the structure as well.

I am writing this letter just as a suggestion, thinking perhaps it may be of interest.

Yours very truly,

cc- Mr. Henshaw

Taner (Copy)

April 19, 1921.

Mr. John Treamor, 800 Corporation Building, Los Angeles, California.

My dear Trean or:

I received a telephone call Monday night from Mr. Stearns, State Superintendent of Banks, to come up to Los Angeles on other matters, and I had breakfast with him this morning. I talked over with him the matter of financing the Warner's development. He has asked me to meet him in San Francisco next week, when the probabilities are he can give me a final lineup as to the manner of financing Warner's, which he can approve as State Superintendent of Banks, so that we can get the certification which the banks need in order to make the bonds readily saleable. After talking the matter over with Mr. Stearns, this is the possible method of procedure: If made a mutual water company or public utility, under the law could you get the certification of the State Superintendent of Banks, or the State Bonding Commission. the plan is to issue \$2,000,000 or \$2,250,000 of bonds, with the properties as mentioned in the State Engineer's report, together with Warner's Ranch, as security; that the State Superintendent of Banks will certify this bond issue as a land proposition, making the bonds available as savings bank securities. Say a million and a half bonds could be issued now, undoubtedly the Security Bank would be glad to accept their \$300,000 in bonds certified by the State Bonding Commission. or they could be paid off.

Mr. Stearns thinks he is in a position to help in the sale of these bonds. He would want as revenue the \$43,000 a year from the warner Ranch, say \$60,000 a year from the sale of 5000 acre feet of the Escondido Mutual Water Company. (I think this can be materially increased); also \$75,000 a year from the power. It will not be necessary to issue at the present time, say the additional \$500,000 or \$750,000 in bonds, only \$1,500,000 at the present time, but we might as well get the \$2,250,000 authorized, and later on by making a contract with the city for 5,000,000 gallons of water a day we would have \$750,000 in bonds to build a pipe line to the city. As a matter of fact, if we can get a contract for 5,000,000 gallons of water a day with the city at, say 12¢, we would have no trouble in getting the State Superintendent of Banks, in my opinion, to approve a bond issue of \$2,500,000 along the lines outlined - possibly \$3,000,000. Mr. Stearns is very much interested and has promised to go the limit for us, and I will have something definite next week when in San Francisco.

Mr. Stearns asked me to go over and see Mr. Babcock, whom he thought would be interested in handling the bonds, or possibly

half of them. I did not know who Mr. Babcock was until I found it was the Blyth-Witter Company. Mr. Babcock said the matter had already been taken up by you with them, and that Mr. Blyth had decided that he could not see his way clear to become interested. However, Mr. Babcock did say to Mr. Stearns, in my presence, that by putting it through as a land bond it might be handled, and that he was personally very much interested and wanted to see it put over. Mr. Babcock asked Mr. Stearns if he, Mr. Stearns, would not see Mr. Blyth in San Francisco and present the matter of financing to Mr. Blyth as Mr. Stearns had presented it to Mr. Babcock, and he, Babcock, felt sure Mr. Blyth would be interested in it. Mr. Stearns has another method of financing independently of the Blyth-Witter people which he will outline to me next week. I am of the opinion that we are going to have no trouble in financing, and that we will soon be in the position of offering the City of San Diego 5,000,000 gallons of water a day on a firm contract at either 12 or 15¢ a thousand gallons, and I think we can get 15¢.

Yours truly,

ED FLETCHER

EF NEM

September 6, 1922

WARNER DAM

File 320-8

Mr. John Treanor, Mngr., Riverside Portland Cement Co., Los Angeles, California.

My dear Treamor:

Confirming your telephone request, I got in touch with County Assassor, Mr. Swallow, and asked him to write me a letter giving his idea as to increased valuations caused by the construction of Warner dam. Enclosed find copy of letter which came in this morning's mail, and is for your information.

Yours sincerely,

EF:KLM

co- Mr. Henshaw

JOS DATIC PAR JOS DE CAL PA DO CEMENT CO.

March 30, 1922.

Mr. John Treanor, Mgr., Riverside Portland Cement Co., Corporation Bldg., Los Angeles, Calif.

My dear Mr. Treanor:

I find in the list of properties going to Treanor and Fletcher from Henshaw the following properties that were not included in the list which we agreed on, ie., Woosley, \$1,000; Peters, \$1,000; Grammen, \$750; Calac, \$250.

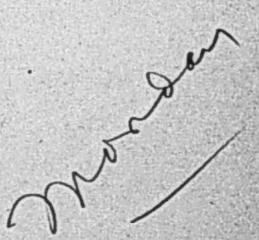
In the first place, Mr. Henshaw should not include the Calac as it includes the lands and forebay for the Warner power development. The Woosley, the Peters, and the Grammen properties have been so badly destroyed that I would consider it a high price if we could sell the Grammen property today for \$500, the Peters property for \$750, and the Woosley property for \$500. Under the circumstances, I don't see why we should take in these properties at the price mentioned, for we will never sell these properties at the price which has been put on them.

What adjustment in this matter can be

Yours . very truly,

EF:AH

made?



RIVERSIDE PORTLAND CEMENT GO.

81 FLOOR, CORPORATION BLDG. 724 SOUTH SPRING STREET LOS ANGELES, CAL.

April 5, 1922.

Colonel Ed. Fletcher, San Diego, California.

My dear Ed:

I desire to have you refer to your files and read the telegram which I dictated to your stenographer, in your presence, December 30, 1921, bearing upon the Fletcher-Treanor Syndicate purchase.

Yours truly,

JT/NEM

Toluntuanor.

April 7, 1922.

Mr. John Treanor, Mngr.. Riverside Portland Cement Co.. Los Angeles, California.

TREAHOR-FLETCHER SYNDICATE

My dear Treanor:

I am drawing on you today at one day's sight for the sum of \$750.00, as per your instructions and we are paying \$1,000 on the \$6500.00 at the Merchants National Bank, which has as security the Carroll, Hooper and Craig properties.

Yours sincerely.

EF: KLM

April Thirteenth

Mr. John Treanor, Mngr., Riverside Portland Cement Co., Los Angeles, Calif.

My dear Treanor:

Answering yours of April 5th regarding the Fletcher-Treamor Syndicate purchases from Mr. Henshaw, will say I have again read your telegram of December 30th to Mr. Henshaw. There is nothing in that telegram but what I already was aware of.

The question of the Barnett property was never under discussion between us, and it was perfectly understood in the transfer of the Barnett property to us that we were to get only the lands above the contour as agreed upon between Mr. Henshaw and the San Dieguito Mutual Water Company when Mr. Henshaw's interests were sold to the San Dieguito Mutual Water Company.

When you and I first discussed the purchase of Mr. Barnett's land, it was on the basis of acquiring all of the lands above the 315 ft. contour, and the price agreed upon was \$15,000. When I was informed that Mr. Henshaw wanted to reserve the right to give floodage rights, or a deed if desired by the San Dieguito Mutual Water Company to an additional 15 or 20 ft. of the Barnett ranch, the value of the property decreased materially, owing to the additional land flooded. Your telegram of December 30th is fully explanatory, from which I quote as follows:

"Mr. Fletcher's position is as follows. He would be willing to pay \$5.000 for Barnett and assume present \$10,000 mortgage on basis of present lines (ie: 315 ft. contour) but since you desire to reserve up to 335 ft. contour for Santa Fe he will not consent to more than \$8,000 net to us".

In other words, the Barnett property was damaged \$7,000 by the reservation of the additional acreage desired by the Santa Fe, and you recognized this damage by adjusting the price accordingly.

Now the only complaint that I made was that a corresponding adjustment was not made as regards the Tom and

Jim Carroll, Hulton and Bucalyptus Culture Company properties, an agreement to purchase these properties being included in my contract of July 28m 1920 with Mr. Henshaw. Mr. Henshaw&s contract of July 28, 1920 included a clause that we were to agree on the price that I was to pay for my interest in the Tom and Jim Carroll, Nulton and Eucalyptus Culture Company properties within 30 days from that date. I heard Mr. Henshaw authorize you and Griffith to agree on that valuation with me. You inspected the property and agreed with me on the basis of \$16,000 as the total value of the last mentioned properties above the 315 ft. contour. Mr. Henshaw was not satisfied with that valuation and decided to leave it to arbitration. I notified you we were ready to arbitrate last fall and you then told me that the valuation as made by Griffith, you and myself was satisfactory, le: on the basis of \$16,000. It is that price that we are paying today with no corresponding reduction in price owing to the fact that we are giving up nearly 200 acres of land of the Tom and Jim Carroll, Multon and Eucalyptus Culture Company properties, owing to a contract to furnish the Santa Fe with floodage rights, or deed, to the 330 ft. contour.

I repeat again that never by word or letter, to my knowledge, was there any discussion relative to a reduction in price of the Tom and Jim Carroll, Multon and Eucalyptus Culture Companies properties on account of the reservation of the additional 15 feet, or nearly 200 acres of the above mentioned properties, and it is inconsistent to make a reduction on the Barnett property for that reason, and not the Eucalyptus Culture Company, Multon and Carroll properties, for a large part of the best farming land on the last four mentioned properties is included in the additional 45 feet asked for by the Santa Fe.

Your telegram of December 30th to Mr. Griffith Henshaw, Miss May, my secretary, says was written out in longhand by you and given to her to copy.

It was not until several days later, after I had received the signed deed and mortgage that you telephoned me that there was another agreement for us to sign with Mr. Henshaw regarding giving the additional lands to the Santa Fe. At that time over the phone (about the first week in January) I brought up this same question and called your attention to the fact that some adjustment should be made, and you replied that we must sign up and it was too late now to back up and we were getting a good deal anyway from Ms. Henshaw, etc. My secretary heard my part of this conversation and remembers the incident clearly.

The amount involved is small, and as you did all

the negotiating with Mr. Henshaw, and as we are partners in the matter. I consider the whole matter now a closed incident, and this letter is written simply to reiterate my statement that I sincerely have no recollection of any discussion with you on this subject, and it is very unfortunate that none of your letters to me, until after the matter was closed, did not mention the signing of any contract with Mr. Henshaw covering this point under discussion. If you will read again your letter of December 24th, that covers the whole story, and there is no reservation whatever mentioned in that letter covering this matter under discussion.

I sincerely regret this misunderstanding and desire that hereafter everything shall be in black and white so there can be no misunderstanding between us.

Yours sincerely,

EF:KLM

co- Mr. Henshaw

April April Thirtoonth 1922

Mr. John Treanor, Mngr., Riverside Fortland Cement Co. Los Angeles, Calif.

My dear Treamor:

Anguering yours of Amil 5th regarding the Flotcher-Treanor Syndicate purchases from Mr. Henshaw, will say I have again read your tologram of December 30th to Mr. Hennhaw. There is nothing in that telegram but what I already was amare of.

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When you and I first discussed the purchase of Mr. Barnott's land, it was on the basis of acquiring all of the lands above the 315 ft. contour, and the price agreed upon was \$15,000. Whom I was informed that Mr. Henshaw wanted to reserve the right to give floodage rights, or a deed if desired by the San Dieguito Mutual Water Company to an additional 15 or 20 ft. of the Barnett ranch, the value of the property decroused materially, owing to the additional land flooded. Your telegram of December 30th is fully explanatory, from which I quoto as follows:

"Mr. Fletcher's position is as follows. He would be willing to pay \$5,000 for Darnett and assume prosent \$10,000 mortgage on basis of present lines (ie: 315 ft. contour) but since you desire to reserve up to 335 ft. contour for Santa Fe he will not concent to more than \$8,000 net to us".

In other words, the Barnett property was damaged \$7,000 by the reservation of the additional acreage desired by the Santa Fe, and you recognized this damage by adjusting the price accordingly.

Now the only complaint that I made was that a corresponding adjustment was not made as regards the Tom and Jim Carroll, Multon and Eucalyptus Culture Company proporties, an agreement to purchase these properties being included in my contract of July 28m 1920 with Mr. Henchaw. Mr. Henchawan contract of July 20, 1920 included a clause that we were to agree on the price that I was to pay for my interest in the Tom and Jim Carroll, Bulton and Eucalyptus Culture Company properties within 50 days from that date. I hourd Mr. Henchaw authorize you and Griffith to agree on that valuation with me. You inspected the property and agreed with me on the basis of \$16,000 as the total value of the last mentioned properties above the 315 ft. contour. Mr. Hensham was not satisfied with that valuation and decided to leave it to arbitration. I notified you we were ready to arbitrate last fall and you thon told me that the valuation as made by Griffith, you and myself was satisfactory, le: on the basis of \$16.000. It is that price that we are paying today with no corresponding reduction in price owing to the fact that we are giving up nearly 200 acres of land of the Tom and Jim Carroll, Nulton and Eucalyptus Culture Company properties, owing to a contract to furnish the Santa Fe with floodage rights, or deed, to the 330 ft. contour.

I repeat again that never by word or letter, to my knowledge, was there any discussion relative to a reduction in price of the Tom and Jim Carroll, Bulton and Eucalyptus Culture Companies properties on account of the reservation of the additional 15 feet, or mearly 200 acres of the above mentioned properties, and it is incommistent to make a reduction on the Barnett property for that reason, and not the Eucalyptus Culture Company, Bulton and Carroll properties, for a large part of the best farming land on the last four mentioned properties is included in the additional 15 feet asked for by the Santa Fe.

Your telegram of Docember 30th to Mr. Criffith Henchaw, Hiss May, my cocretary, gays was written out in longhand by you and given to her to copy.

received the signed deed and mortgage that you telephoned me that there was another agreement for us to sign with Mr. Henshaw regarding giving the additional lands to the Santa Fo. At that time over the phone (about the first week in January) I brought up this same question and called your attention to the fact that some adjustment should be made, and you replied that we must sign up and it was too late now to back up and we were getting a good deal anyway from Mr. Henshaw, etc. My secretary heard my part of this conversation and remembers the incident clearly.

The amount involved is small, and as you did all

the negotiating with Mr. Henchaw, and as we are partners in the matter. I consider the whole matter now a closed incident, and this letter is written simply to reiterate my statement that I sincerely have no recollection of any discussion with you on this subject, and it is very unfortunate that none of your letters to me, until after the matter was closed, did not mention the signing of any contract with Mr. Henchaw covering this point under discussion. If you will read again your letter of December 24th, that covers the whole story, and there is no reservation whatever mentioned in that letter covering this matter under discussion.

I sincerely regret this misunderstanding and desire that hereafter everything shall be in black and white so there can be no misunderstanding between us.

Yours sincerely,

MF:KLM

co- Mr. Henchaw

Mr. John Treanor, Mngr., Riverside Portland Cement Co., Los Angeles, California.

My Dear Treanor:

Enclosed find letter from the attorney of Mr. Summers regarding the Wakeham payments, which is explanatory and for your information.

My suggestion is that you send me a check for three-fourths of that amount or \$2250.00 and I will do what I can to get an extention on the balance of the payments.

Yours sincerely.

EF: KLM

April Seventh 1922

TREAMOR-FLETCHER SYNDICATE

Mr. John Treanor, Mngr., Riverside Portland Cement Co., Los Angelos, Calif.

My dear Mr. Treamor:

Enclosed find new note for \$5500.00, we having paid \$1.000 on account to the Merchants National Bank on the Carroll \$6500 note. Kindly signcandareturn.

Yours truly,

EF: KLM

April 18, 1922.

Mr. John Treanor, Mgr., Riverside Portland Cement Co., Los Angeles, Calif.

Dear Sir:

Answering yours of April 17th, will say that if I do not hear from you by April 22nd I will make an attempt to draw down the \$1,000 now in the hands of the Southern Title Guaranty Co. on the 22nd, and hope to be successful.

It is just possible that by sending a telegram the 21st we could get another ten day extension, but unless I hear from you. I take it that you want me to try and get back the \$1,000. and call everything off. I can undoubtedly close up any time you tell me to on the Kitchen 120 acres of riparian rights for about \$1500 and the McClurg riparian rights for around \$600. It would seem to me it would be cheaper to buy these than to condemn, and as it is going to stir the riparian owners up and they will be asking higher prices to settle when it gets around that there is so much activity at Warners Dam and a possibility of a contract being let. Whether you buy Pico or not, I would advise immediately buying up McClurg and Kitchen.

Yours very truly,

EF:AH

Transcript of Conversation
between Messrs. Treanor and
Fletcher and Messrs. Stevens
and Fletcher

April 19th, 1922

by

Katherine L. May

CONVERSATION BETWEEN JOHN TREANOR AND ED FLETCHER April 19th over long distance telephone.

Mr. Treanor: "I have your letter of April 18th. Of course if you can send a telegram and get another 10 days I see no reason for not doing it, and by that time things may be in shape where we would be willing to go ahead with it. You use your judgment about that.

Mr. Fletcher: "You mean Pico?"

Mr. Treanor: "Yes".

Fletcher: "Mr. Engel telephoned down today and asked me if I would take him to Imperial Valley - he and his party - so tell Stevens I will be out of town until Saturday. Am to meet him in Oceanside at 7:30 tomorrow morning. My wife has not gotten home, but anything you want, I will be glad to have you send down to sign."

Treanor: "I tell you, Ed, this matter has not - Mr. Henshaw doesn't know anything about it at all - you know - about any of these matters."

Fletcher: "I didn't know that".

Treanor: "He doesn't know anything about this McCray matter nothing about any of it*** I was just anxious and he said he would
be down Saturday just for a little pleasure trip - I was anxious to
have this whole matter in shape so when I tell him about this lower
site, etc I could tell him we had title, that the thing was all in
shape and we could go ahead. We are spending money there and making
plans and I feel I would like to know just what the situation is."

Fletcher: "If you will write me a letter that you promised to write, asking me to deed back the Treanor-Fletcher half interest on the basis that you outlined here, the deed will be signed and sent back to you tomorrow. - that is the half interest that went to Treanor and Fletcher - that was deeded. Then the other half inter-

est, if Mr. Stevens will write an agreement to be recorded immediately which ties up all of my other half interest agreeing to give the land for the damsite and for the lands flooded, and ingress and egress and a final survey to be made when you know what you want, I will sign that now and put it on record, and it absolutely protects Mr. Henshaw in every way."

Treanor: "That is all right now, Ed. I will get Henry to talk to you in a minute. I just want to talk to you about something else now."

Fletcher: "Just a moment, now. If Stevens will draw up that agreement, my wife gets here tonight and if it is satisfactory my wife and I will sign it. It is an agreement to give a deed, and I will put it on record tomorrow before I leave for the valley."

Treanor: "All right, Ed, that's good."

Fletcher: "Also sign --

Treanor, interrupting - "I will do that. I would agree to do that."

Treanor: "If you fix it up in that form, Ed, then I --

Fletcher Interrupting: "Tell Stevens to- I have this deed here, you understand, for the half interest of Treanor & Fletcher, so that can be signed if you will send down a letter explaining and asking me to do so. I do not go to the Valley until three o'clock. If he will send down the greement to give a deed when you know what you want, I will sign it."

Treanor: "Here's what I want to talk to you about. I had a long conference with Engel, Hodges and Clotfelter all of them - been at it all day."

Fletcher: "Did you get signed up?"

Treanor: "Everything is agreed upon. I want to tip you off to something however. Of course, this question of the concrete vs. earth fill dam has come up and Hodges kind of - I have been pressing them more or less to get this contract signed so I could go right ahead - and he said. 'Well, I that you were ready to go right ahead and here you are not ready - don't know when you will be ready'. My answer to that was 'We are ready to go ahead with an earth fill, but this question has been raised about the concrete dam and we want to give it a chance before we go ahead. We will know in 10 days and then if we don't know will go ahead with the other. In the meantime Bent is at work getting ready for either' - which is, of course, the situation but Hodges was very quick to raise that question, so in any of your conversation with them, let that shine out perfectly clear, however, that there is no hesitancy on our part about going ahead with the earth fill if we are not satisfied with the concrete."

Fletcher: "Now, John, in your letter to me today - now I am going to bring him back by Warner's dam, and I shall tell him this - that I am tickled to death to know that the dam is going to be built and construction commences by the 1st of May - that they are working day and night on some core drills - they may put in concrete, but either one or the other will start by the 1st of May."

Treanor: "That's fine, Ed."

Fletcher: "Will you write me a letter this afternoon and say that this deed or agreement to give a deed, whatever he draws up is for the benefit of the project and is to be deeded to Mr. Stevens simply as a matter of convenience? Now write me a letter this afternoon."

Treanor: "All right, Ed. Will let you talk to Henry in case he has anything to ask you or suggest about that. Ed - going back

to the Engle-Hodges matter, I think all other points have been satisfactorily taken care of. ----- Ran into quite a long contract to cover everything."

Fletcher: "I sent up to - Was what I sent up - everything o. k. to our friend Clotfelter?"

Treanor: "You sent up a fine bunch of stuff and Hodges was very much pleased. He spoke of it. Now here, Ed, is another point - the suggestion was made to put in this contract that we agree to build a dam 200,000 acre feet capacity."

Fletcher: "You want to change it to 190,000."

F 62

Treanor: "I don't want to put in any capacity and I left it in that way, and Mr. Engel said he was inclined to leave it that way. In case that comes up in your presence, -of course you can see, Ed that if they put in a provision there for some height of dam, or capacity, and the engineers ____/ ____ nad we found we were running pretty close on the money end, or found there were still complications, or we found a good _____ and put up a dam of 20 feet say it was an earth fill dam, or the other a 90 ftl dam, the whole thing is much safer and sure of going ahead, and the thing the Santa Fe is after is protected in all phases because it is to our interest to develop the river to the fullest.

This is the view I have asked them to take, and which you can have in mind in your conversation with them."

Fletcher: "What I am anxious to know is this. Is Hodges going to line up with the project or not?"

Treanor: "You mean after it goes ahead?" I

that he is going to stay with it. "

Fletcher: "Is he going to stay with the

Treanor: "I understand from the odds and ends of conversation

Fletcher: "There has been quite a row going on, and he has threatened to resign two or three times."

Treanor: "I judged from the things that were said today - he has resigned his direct connection with it - he remains as vice-president of the Santa Fe."

Fletcher: "Did you have this talk with Hodges or Engel? Is it Engel who says that the dam must be <u>limited</u>?"

Treanor: "Hodges was inclined to stipulate --

Fletcher: "Who is going to sign this contract?"

Treanor: "Keefe."

? Fletcher: "Keefe is goming down tomorrow and he will be back there Friday.

Treanor: "You understand I don't want you to raise these questions at all, or make any argument - the only thing is if they do come up."

Fletcher: "I shall not bring up anything unless they do."

Treanor: "That is one thing - we are ready to go ahead with the earth fill and you can tell them incidentally anything about Starr and about how he started the concrete question. Another point is, Ed, if the question of the size of that dam comes up, the common sense view to take of it, they can afford to leave it to us. We are putting the money into it, it is planned to be a dam that will do everything they want done and the river is _______ bound to be developed to its full capacity. All engineers recommended that size dam, however,______ and tie us down to a specific height and specific size and one thing and another when there are other people who should have a say in the matter, for instance the state engineer, do you see? Just have that generally in your mind. Here is Mr. Stevens. I will just tell him in advance what we have been talking about."

Intermission of about a minute then

Stevens: "Hello, Ed". I think that is probably the best way to handle that."

Fletcher: "Have John write me a letter as to what our understanding is regarding the Treanor-Fletcher deed for the half interest and make up an agreement this afternoon as to give a deed and send it down here without fail this afternoon. I am going to Imperial valley to morrow to be gone until Sunday with Mr. Engel and a party, and I will sign anything and get it on record tomorrow afternoon if the papers come down O. K."

Stevens: "That will have to be somewhat general and if it doesn't line up right with the survey after it is made I will simply have to adjust it with you."

Fletcher: "Well you send it down here and be sure to get it down here tomorrow morning so I can sign everything before I go, and if it is along the line of my letter why it is perfectly satisfactory, and I will have it sighed and put on record."

Stevens: "Make the consideration \$500?"

Fletcher: "Whatever Treanor offered - you mean the Treanor-Fletcher deed?----

Stevens: There ought to be some consideration to this agreement."

Fletcher: "I don't want a dollar for the lands within the reservoir site at all. I don't care what you make it \$10.00 or love and affection."

Etevens: I think you better have it the understanding being \$500 or whatever the amount is covers both transactions."

Fletcher: "I don't want a dollar for the necessary lands for the damsite or reservoir site for my half interest in the Gates property and just -- and make it legam. You go shead and fix it up and whatever you and Treanor agree upon is the consideration for the Gates deed is satisfactory to me, and fire it down."

Fletcher: "Good +bye"

Stevens: "Good -bye"

(Note) Messrs Treanor and Stevens were in Los Angeles and Mr. Fletcher in San Diego, Calif.

I hereby certify that the foregoing is a true copy of my shorthand notes taken of the conversation between Messrs.

Treanor and Fletcher, and Fletcher and Stevens, which I listened to on a third telephone connection.

April 19, 1922

Mr. John Treanor, Mngr., Riverside Portland Cement Co., Los Angeles, Calif.

Dear Sir:

Confirming your telephone conversation of yesterday I am drawing on you today for \$2250 at three days' sight, this money to be applied on the payment of principal of the Summers-Wakeham mortgage under the terms of the letter of Mr. Summers' attorney, Mr. Springer.

Yours sincerely,

EF: KLM

San Diego County Water Company

724 South Spring Street Los Angeles, Cal.

April 19, 1922.

Colonel Ed. Fletcher, San Diego, California.

Dear sir:

Referring to the request that has been made of you by myself and Mr. Stevens to make deed of lands in what is known as the McCray tract, and complying with your request for a statement in that regard, beg to say that the deed which you have been requested to make to Mr. Stevens is for the benefit and furtherance of the so-called Volcan project. Of course you know it is the intention that this land should be used for the purpose of building a dam at the point thereon which may be selected. I will further state to you, and Mr. Stevens is listening to this dictation, that when the transfer is made by him to the company which may build the dam, it will be without any price, he acting merely as trustee in the matter, without compensation or emolument of any kind.

Yours truly,

JT/NEM

The hearros.

San Diego County Water Company

724 South Spring Street Los Angeles, Cal.

April 19, 1922.

Colonel Ed. Fletcher, San Diego, California.

Dear Sir:

Referring to your request to me for a statement concerning the making of a deed by you of the
interest acquired by you from Mr. Henshaw under the
deed made by him to you and me of the so-called McCray
land, among other properties, I beg to say that Mr. Henshaw
is asking for this deed because it was by mistake that
these lands were included in the deed made to us, as it
was always Mr. Henshaw's desire to retain these lands
in connection with the building of the dam at Warners.
Therefore the property should be reconveyed to Mr. Stevens
by both you and myself, he to hold the same for the benefit
of Mr. Henshaw in connection with the Warner project.

while, as aforesaid, these deeds are to be executed by us respectively to correct the mistake so made, nevertheless we are to receive \$500 which will be credited on our notes in proportion to the amounts owing by us respectively, Mr. Henshaw thinking this would discharge any moral obligation that might arise from the fact that we purchased these lands generally with the expectation, of course, of making some profit on them.

Yours truly,

JT/NEM

John heared

CONVERSATION BETWEEN JOHN TREANOR and ED FLETCHER
April 25, 1922 Long Distance Telephone
Mr. Treanor - Los Angeles
Mr. Fletcher - San Diego
by K. L. May

Mr. Treamor: "Hello".

Mr. Fletcher: "This is Fletcher. The telegram came from Pico's attorney this morning. We have got to do something today."

Mr. Treanor: "What does he say?"

Mr. Fletcher: "He wants a definite answer what we will do. Now my suggestion is that we simply wire the excuse that Jackson is not here, We can send \$1,000 if he will extend the matter until the 15th of the month or perhaps a little later, or call it off, just as you say."

Mr. Treanor: "Well, I tell you, get it put over, Ed, until the lst of June for \$1,000, paying \$1,000 over to them directly."

Mr. Fletcher (not understood)

Mr. Treanor: "Of course, outting it in escrow subject to title if you can - "

Mr. Fletcher: "The certificate of title is all right."

Mr. Treanor: "All right then, Ed, give them the \$1,000 absolutely. We forfeit it if we do not close for the whole by the 1st of June."

Mr. Fletcher: "What if they say only 15 days? I think -- "

Mr. Treanor: "I think we cannot have an answer on the Winston by that time. I hope to have an answer and know what we are going to do on the Winston property by the 1st of June."

Mr. Fletcher: "Now one more thing, whether you bring suit or not, it seems to me that the cheapest thing to do is to buy up McClurg and the Kitching. We can get McClurg for \$500 or \$600 and the Kitching at \$1500 at the outside."

Treanor: Well, Ed, the way I feel about that, if we have a lawsuit"

Fletcher: (interrupting) "Won't it cost more even then?"

Treanor: "I don't think so. (not understood but something about

putting up the last sums of money, lawsuit on all of it)

Fletcher: "But knowing that you are going to build the dam up there, it will make an impression on the court, and any jury wall allow

them something because we have paid so much to everybody."

Treanor: "######No, that will not come in. I have gone over that pretty carefully with Henry. Henry's judgment is the same as mine on that, that we better hold up these and see - I think we are going to settle with Mrs. Winston. I think after we get this thing thru with the Santa Fe that I can make a proposition to Oceanside that will draw them out and having them out of it we can get an understanding with the Canfields, and the Canfields are not putting up any money for lawsuits anyway, then we can get Mrs. Winston and we will be able to

Now, Winston has already offered us \$25 and is flirting with a lower figure, but if we have to put over that we better take our chances on the Pico, so if you handle it in that way I think it is best."

Fletcher: "Well, I will do the best I can. Have you seen Mr.

Engel yet?"

Treanor: "Only a short time yesterday."

Treamor:: "I am glad to hear what he is doing."

Fletcher: "Why, he discussed all the different phases of the contract."

Treanor: "They are holding out now for 200,000 acre Ft. reservoir."

Fletcher: "That was the only thing that stuck in his craw. He brought up the question of whether it should be an earth fill or a concrete dam, and I told them it did not make any difference, and that that they should not limit you in any way, because the State Engineer had that question _____ and would protect the interests of the state. Is that not right?"

Treanor: "Of course it is."

Fletcher: "And he brought up that 3,000 adre ft. ----- from Sutherland (?). I told him that was all right. He want over all the phases of the contract with me and the only thing was - I think they will agree on 175,000 acre feet if you press it. You have always planned 190,000 feet, anyway, haven't you?"

Treanor: "Yes, Ed, but here's what I am worrying about I don't want (not understood)

Fletcher: #I can give you some information. McClure has been here the last two days. Has seen this spillway at Murray dam. The cheapest thing in the world. Lippincott has seen it, thinks it is 100 percent."

Treanor: "Yes, I talked to him about it."

Dietcher: "McClure is perfectly satisfied with it. Say you build, just to illustrate, a concrete dam, and all you need is 1 ft. or 1 ft. freeboard and put in one of these siphon spillways, and in that way you will not have to spend an additional \$100,000 to build the dam 15 ft. higher than the water line."

4.

Fletcher: "Now, Mr. McClure has given his consent to put in a siphon spillway or Taintor gates in Lake Hodges and raise that 10 ft. and he told me point blank this is a wonderful thing, and so did Lippincott, and McClure told me to have Eastwood make plans of putting in a siphon spillway at Lake Hodges, and McClure and I are going up to Huntington Lake to look at the Taintor gates that were put in by the San Joaquin Power Company next week. So you can rest assured of this one thing, that if you build a concrete dam, you do not have to build it any higher than the water level, or say a foot above the water level and you can absolutely depend upon it, because I called McClure's attention to the fact that Mr. Lippincott had told me he had been insisting upon a five foot Breeboard for the Littlerock Palmdale project, and McClure says there is absolutely no necessity for that additional 5 feet."

Treanor: "That is good. I am going to see Engel and all of them this afternoon. He raised the question yesterday as to whether they had enough water. I raised the question of stopping everything at Sutherland. He was afraid it would not leave them yield enough so my ______ and I cannot see my way clear to do anything else. I am not going to give up anything at Sutherland. He invited some weakening from me and I did not weaken. And on the Warner's I don't want to get in any box with them that will embarrass us later on. I want to know when we start, when we are getting this money, that they cannot set up a claim that our dam is not big enough to do certain things."

Fletcher: "You have no hesitancy, have you? You are perfectly safe about 175,000 acre feet."

Treanor: "Here is the thing, Ed, I think they are wrong about requiring any of these things. I think the fact that we spend that

\$450,000 on this reservoir, and I would be willing to agree to this that we build a 200,000 acre ft. dam, or spend \$600,000 trying to."

Fletcher: "Why don't you tell them so?"

Freanor: "I did tell, as a result of our conversation, I told Faulkner, Clotfelter and Hodges. Faulkner is the man who is causing all of the trouble. I had everything settled with Engel last week and I think I can get him, I think I can persuade him, he is a broad minded man. I think I can persuade him to do - we are not trying to dodge any of the burden; we are willing to say we will go as high as \$600,000, but to say absolutely in advance, before having our engineer's report, that we will build any size of dam, that is another matter, and it is imprudent to do it, and they would not do it themselves."

'Fletcher: What do your reports from the core drillings show?"

Treanor: "What are the reports? They are good in the center and up on the north side and not so good on the south side."

Fletcher: "On the lower site?"

Treanor: "On the lower site. They are not so good on the south side and it will mean a very complicated dam apparently. I am going down with Starr and Bent and Lippincott the last of this week."

Fletcher: "How about the upper site?"

Treanor: "They are having all kinds of hard luck. Their Phalax drill has failed to get started. They have had caving in and haven't any hole at all, and their other drill when they set it up and got it to going then it blew out a gasket so we have gotten very little results. They have 7 holes at the lower site. They are all good in the center of the stream and on the north side and not good on the south side."

Fletcher: "But don't forget this, we didn't have any foundation at Murray. Put it on cement blocks."

Treanor: "That is a different proposition. Of cource, if we get

this disintegrated granite in place and get the cut-off wall in place, etc. - I am not worrying about it."

Fletcher: "Had I better do any talking at all to Faulkner or any of them? Can I be of any service there in regard to spending \$600,000, in asking them ti lay off on that?"

5.

Treanor: I have not made that proposition to Engel yet. I think that would affect Engel as being proper; I think it would affect our reason for wanting to do the other, so I would not ask you to talk to any of them yet, but I will ask you to if I am getting to an empasse with them."

Fletcher: "Don't mention my name to them for it wouldn't do for you or for me. He went over the whole contract with me, and I am satisfied you are not going to have any trouble with them, but this Faulkner matter is rather embarrassing."

Treanor: "Raulkner has got his knife out for Hodges and the row among them that you spoke about, was that between Engel and Hodges?"

Fletcher: "There were two rows, between Hodges and Engel and one between Hodges and Faulkner, but I think it has all been straightened out. We had a wonderful trip and he told me, he said, "Mr. Hodges will have charge of this work and we have settled our differences.' That is what Engel told me, so Hodges is really the man for you to play up to."

Treanor: "Well, I did in the meeting yesterday, altho Hodges is bent upon accomplishing a 200,000 acre ft. deal that he talked of all the time and he wants that written in the contract. I donsider it imprudent."

Fletcher: "Where does he get that?"

Treamor: "Well, the Board report, and his original recommendation,

Fletcher: "Now they are trying to use it against you?"

Treanor: Well, they just want us to under-write it."

Fletcher? "Well, if you want to write ----- \$150,000, that you are going to build a dam there and spend \$600,000 they are not going to back out."

Treanor: "I am willing to do that."

Fletcher: "I didn't know but what I might telephone to Mr. Engel or Mr. Faulkner and tell them that might be a solution and get them to make the offer."

Treanor: "Well, I made it to Hodges and Clotfelter yesterday.

Engel was out. Will bring it up this afternoon. Think we will agree on thing as drawn up and sign tomorrow unless we run into a hitch on this thing."

Fletcher: "If you run into a hitch ring me up. "don't worry about McClure. He is glad to know Starr is on the job and I find he is more friendly toward Lippincott than he has been. I told him Mr. Starr and Lippincott would build the dam. Is that right?"

Treanor: "That is right."

Fletcher: "I told him that Lippingott had given the Lake Hodges dam 100 percent o. k."

Treanor: "How did you refer to Hawgood being superseded."

Fletcher: "I told him he had been put on as consulting engineer but the main work would be done by Starr and Lippincott."

Treanor: "I want to save the old man all ----

Fletcher: "McClure knows he is passe in a way, and I have laid the foundation so that Lippincott and Starr will not have any trouble at all. McClure stayed with us Sunday, and I had a fine visit with him and he was so glad to know that Lippincott o.k.'d Lake Hodges. Felt it

was an o. k. of his judgment. Made it very nice."

Treanor: "all right, Ed."

Fletcher: "Good luck to you."

April 26, 1922

Mr. John Treanor, Mngr., Riverside Portland Cement Co., Los Angeles, California.

Dear Sir:

Before recording the deed to Mr. Stevens for the half interest in the McCray property that came in the Treaner-Fletcher deed, I rang up Mr. Stevens and called his attention to the fact that your letter only called for the payment of \$500.00. Mr. Stevens told me over the shone that what Mr. Henshaw intended to do was to place to our credit on our note account what we paid for the property, plus \$500.00 profit, so that we are entitled to a credit of the original purchase price of the McCray property, ie: \$1250 plus interest on that amount from January 1st, 1922, plus \$500.00.

Will you please write to Mr. Henshaw and have this confirmed and have Mr. Henshaw write a letter to that effect, and oblige

Yours very truly,

EF:KLM

Mr. John Treanor. Mngr., Riverside Portland Cement Co., Los Angeles, Calif.

Dear Sir:

Following is a statement of the obligations in the Treanor-Fletcher matter for your information:

Barnett pr	operty	note \$10,000 & Interest \$136.67 Due May 1, 1922	0.136.67
Bowman	11	Interest on \$1250, due May 15/22	43.75
Bryan	11	" 7000, 9 months in advance to Feb. 2, 1923	367.50
Nulton		Interest on \$2500 to May 15, 1922	43.75
G. Stevens" Lucy Stevens " Wakeham-Summors		" 10,900 to May 1, 1922	381.50
		Bal. 7,000 & Interest on notes to May 10, 1922 \$55	7,055.00

Yours very truly,

EF: KLM

Mr. John Treanor, Lingr., Riverside Portland Cement Co., Los Angeles, California.

My dear Treanor:

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Ed Fletcher Papers

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