

WALTER LEROY HUBER
CIVIL ENGINEER

March 18, 1918

Mr. Thos. P. Ellis,
924 Eighth Street,
San Diego, Cal.

Dear Mr. Ellis:

In order to secure necessary data for reporting upon the proposed San Luis Rey Irrigation District you will, as I am informed by Mr. Fletcher, cause certain surveys to be made. To meet the requirements of my report it will be necessary to have a survey of a line from Warner Dam Site along the south bank of the San Luis Rey River to the District. This line will, in general, follow one which you have yourself studied as far as possible without a survey. In addition to this line it is necessary to measure the cross sections and slopes of various sections of the existing canal of the Escondido Mutual Water Company, but a survey of this latter canal is unnecessary. The data thus secured will, with surveys already made of the Pamo-San Clemente Conduit, I believe, be sufficient for the preparation of my report.

I will be glad if you will, in my absence, inform me from time to time of progress on this survey.

Very truly,

W. L. Huber

WLH/RH

[to Ellis from BF]
see note at bottom
cm

F. W. HENSHAW
P. C. BLACK
JACOB GOLDBERG

LAW OFFICES
HENSHAW, BLACK AND GOLDBERG
MILLS BUILDING
SAN FRANCISCO, CALIFORNIA
TELEPHONE DOUGLAS 1272

January thirtieth
1919.

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

Dear Sir:

Yesterday afternoon Mr. Henshaw handed to us for answer yours of the 18th instant in reference to government consent to build Warner's dam. The letter did not come to us before Mr. Henshaw had left his office, so we had no opportunity to question him about the facts.

We do not know where the jurisdiction of the National Government comes in, unless this project be within some timber reserve or Indian Reservation, or unless the Indians, who are wards of the Government, have some vested rights in the water. Kindly advise us of the facts and we will immediately investigate and render an opinion.

Yours truly,

HENSHAW, BLACK & GOLDBERG

P. C. Black

PCB:D

FEB 1 1919

February 1, 1919.

Henshaw, Black & Goldberg,
Mills Building,
San Francisco, California.

Gentlemen:-

ATTENTION P. C. BLACK:

Answering yours of the 13th, will say we have been negotiating for several years with the Commission of Indian Affairs in relation to a contract with the Pala and Rincon Indian reservations, through which reservations the San Luis Rey River runs, asking the consent of the Commission of Indian Affairs or Secretary Lane to build Warners Dam on the San Luis Rey River and above the Indian reservations heretofore mentioned.

We have already made a contract with the Escondido Mutual Water Company, whose intake is on the Rincon Reservation. The Escondido Mutual Water Co. have made a contract with the Government and having made a contract with us as well, the attorney for the Commission of Indian Affairs says he sees no reason for a contract between Henshaw and between the riparian owners mentioned above; i.e. Pala and Rincon Indian Reservations. Mr. Henshaw has available his contract with the Escondido Mutual Water Company, of which you are familiar, and as long as the U. S. Government, through the Commission of Indian Affairs or Secretary, felt that they were secure through their contract with the Escondido Mutual Water Company, and providing we got a letter from Secretary Lane or the Commission of Indian Affairs that their contract with the Escondido Mutual Water Company and the contract between the Escondido Mutual Water Co., and Mr. Henshaw satisfied them that the Indians were protected, why should any new contract be entered into between the Commission of Indian Affairs representing the Pala and Rincon Reservations and Mr. Henshaw.

Our personal representative, Mr. Wm. R. Wheeler, a friend of Secretary Lane's, is on the ground and I am sure that we can get a letter from the Commission of Indian Affairs or from Secretary Lane to the effect that they are satisfied with the present status.

A copy of this letter has been sent to Mr. Henshaw.

Yours very truly,

F-mk

BLACK, PERCY C.

August 6th, 1919.

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

Dear Sir:

Agreeable to your request we have examined the proposed agreement between the F. & W. Thum Co. on the one part, and Murray, Fletcher and you on the other part. A cursory reading of the contract shows clearly that it will have to be rewritten because of inaccuracy of language. For instance, the agreement provides "the party of the first part hereby except and reserve to the lands above described the prior right to so much of the water of said San Diego River, riparian thereto as from time to time may be beneficially used thereon". It is apparent that there should be inserted after the word "except" the words "from this conveyance", and that the words "riparian thereto" should be transposed so as to follow the word "lands", for the very good reason that the waters of the River cannot be riparian to the River. Again in the second paragraph on the second page, it is provided that nothing in the contract contained shall be construed as a waiver by the party of the first part of any damage to their lands and or the improvements thereon, including crops, which shall hereafter accrue and for which the parties of the second part would be liable had the agreement not been made. While at the bottom of page one there is a clause which provides that those rights reserved to the party of the first part "shall not affect the prior right of the parties of the second part to continue to divert water for the use in the manner for the purpose and of the amount which has been diverted and used by means of diversion and storage works now in use". In other words in one place the party of the first part appears to confirm to the parties of the second part water to the extent that it has heretofore used; while in the clause on page two there would seem to be an express reservation of the right of the party of the first part to recover for damages caused by the use of water so confirmed. This was probably not the intention of the drawer of the agreement but is the legal effect. Taken as a whole and without any knowledge of the physical conditions we cannot see where you and your associates are acquiring anything by the agreement other than the right to arbitrate differences.

Page 2. W.D.H.

There are other questions in our minds which might possibly be clarified by a more intimate knowledge of the physical conditions and we therefore suggest an interview between this office and Mr. Fletcher before anything further is done in the matter.

A copy of this letter has been forwarded to Mr. Fletcher.

Yours truly,

HENSHAW, BLACK & GOLDBERG

PCB

W

F. W. HENSHAW
P. C. BLACK
JACOB GOLDBERG

LAW OFFICES

HENSHAW, BLACK AND GOLDBERG

MILLS BUILDING

SAN FRANCISCO, CALIFORNIA

TELEPHONE DOUGLAS 1272

August 13th, 1919.

Col. F. Fletcher,
Fletcher Bldg.,
San Diego, Calif.

Dear Colonel:

I have just had a conference with Mr. Henshaw in reference to the Thum Company agreement. I still feel that I should have additional facts before attempting to redraw the agreement, and Mr. Henshaw suggests, inasmuch as I expect to be in San Diego some day during the coming week, to straighten out some defects in the title to the Warner Ranch, that I leave the matter until that time when personal interview may be had with you. I will advise you in advance on what day I will arrive in San Diego.

In regard to the contract between Mr. Henshaw and San Diego Consolidated Gas & Electric Company: Will advise that nothing can be done until Monday next for the reason that Allen Chickering is out of town and will not return until that date.

Yours truly,

HENSHAW, BLACK & GOLDBERG

P. C. Black

PCB

W

F. W. HENSHAW
P. C. BLACK
JACOB GOLDBERG

LAW OFFICES

HENSHAW, BLACK AND GOLDBERG

MILLS BUILDING

SAN FRANCISCO, CALIFORNIA

TELEPHONE DOUGLAS 1272

Sept. 6th, 1919.

Col. Ed. Fletcher,
Fletcher Bldg.,
San Diego, Cal.

Dear Colonel:

We are sending you herewith four copies of the Thum agreement signed by Mr. Henshaw and the one marked original duly acknowledged by him. I assume that you will make arrangements for Mr. Murray's signature to all of these copies. The original should be delivered to the Thums as I assume they wish to record it.

One each of the remaining copies after signature by the Thum Company will be held by Murray, you and Henshaw. I have notified Bennett that the agreements have been forwarded to you.

Yesterday I had some discussion with Mr. Henshaw in reference to the partition of a piece of land to Chas. T. Rodolph. He requested that I ask you if it is not possible to set off that piece lying South of the County Road to Warner's Dam, which you have heretofore suggested should not be included in the Warner Ranch property. Is it possible to make a legal description of that piece without much expense, and is it approximately, quantity and quality considered, one one hundredth of the whole tract? As before advised you need not be over particular in this matter as both parties will stipulate that your partition is satisfactory and may be approved by the Court. Mr. Henshaw will see you personally on his trip South in reference to the appraisalment of the Volcan System.

Yours very truly,

P. C. Black

PCB

W

Incs. 4

September 18th, 1919.

Mr. Percy Black,
Henshaw, Black & Goldberg,
Mills Building,
San Francisco, Calif.

My dear Mr. Black:-

Let's have that second F. & W. Thum Co.
contract as soon as you can, please, so that we can
get busy with the Riparian owners below.

Yours very truly,

EF/LGW

F. W. HENSHAW
P. C. BLACK
JACOB GOLDBERG

LAW OFFICES

HENSHAW, BLACK AND GOLDBERG

MILLS BUILDING

SAN FRANCISCO, CALIFORNIA

TELEPHONE DOUGLAS 1272

Sept. 18th, 1919.

Col. Ed. Fletcher,
Fletcher Bldg.,
San Diego, Cal.

Dear Colonel:

Herewith please find inclosed copy of
agreement to be entered into between Mr. Henshaw
and yourself and various property owners riparian
to the San Diego River. This is the same form signed
up with the Thum Company with the exception that
Mr. Bennett has followed my suggestion by adding a
clause attempting to set forth what part of the land
in each case is actually riparian to the River. I
think that a reading of that part of the contract
will be self-explanatory.

I am sending the form with my O.K. in
conformity with the suggestion of Mr. Bennett. He
suggests that you will in cooperation with Mr. Thum
secure signatures of land owners. I am returning
for your files Mr. Thum's letter of the 5th instant,
and thank you very much for the opportunity of reading
the same. It is always gratifying to know that your
efforts have been appreciated by the fellow on the
other side. In fact, it is one of the greatest
satisfaction a lawyer gets out of a profession which
might otherwise be almost drudgery.

I have just had another conference with
Mr. Henshaw under the oil lease which has now been
redrawn several times and must be redrawn again in
order to meet some of his views. It will probably be
mailed to you for signature Friday or Saturday of this
week.

Very truly yours,

P. C. Black

Mr. P. C. Black,
Henshaw, Black & Goldberg,
Mills Building,
San Francisco, Calif.

September 19th, 1919.

My dear Mr. Black:-

Answering yours of the 18th, I thank you for the copies therein contained. When you were here I loaned you copy of the two agreements with the Gas Company as signed by the Gas Company and Mr. Henshaw, and you never returned them to me. I desire a copy of each for my files for future reference.

It is too bad that we have not the contract here between Stearns, Henshaw, Murray and myself, as I am expecting Mr. Murray any day, and I hope that you will see Mr. Henshaw immediately upon receipt of this letter. Get him to sign a contract similar in character to the one already signed, and send it down here for Mr. Murray's signature before he leaves town.

Very truly yours,

EF/LC

LAW OFFICES
HENSHAW, BLACK AND GOLDBERG,
MILLS BUILDING,
SAN FRANCISCO, CALIF.

Old

Sept. 26th, 1919.

T. H. King, Esq.,
920- 8th Street,
San Diego, California.

Dear Mr. King:

Mr. Lees and I wish certain additional information some of which you will undoubtedly have in your office and some of which you can probably get from Mr. Fletcher.

1st: We find nothing in our records in reference to the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 18, Tp. 13 S, R 2 W. This is apparently one of the Stone entries, and is partly within the reservoir.

2nd: In Whom does title to the following lands vest?

Lots numbers one and two, Section ten; NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 9; SE $\frac{1}{4}$ of SE $\frac{1}{4}$ S $\frac{1}{2}$ of SW $\frac{1}{4}$, NW $\frac{1}{4}$ of SW $\frac{1}{4}$, of Section 4, all in Tp. 11 S, R 2 E, commonly known as the McRae property.

SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ and NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Sec. 20, Tp. 10 S., R 3 W., commonly known as the George D. Stevens property.

NW $\frac{1}{4}$ of NE $\frac{1}{4}$ (except the south twelve acres thereof) of Section 8, T 11 S., R 4 W. That portion of NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Sec. 8, T 11 S, R 4W, described as follows:

Beginning at the corner common to Sections 4, 5, 8 and 9, T 11 S, R 4 W.; thence West on Section 9 between Sections 5 and 8 20.3 chains to the NW corner of said NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Sec. 8; thence south along the West line of said NE $\frac{1}{4}$ of NE $\frac{1}{4}$ 13.39 chains to a point on the North Bank of San Luis Rey River; thence along the north bank of San Luis Rey River, north 87 $\frac{1}{2}$ ° East 7 chains to a point; thence north 45 $\frac{1}{2}$ ° East 18.65 chains to point of beginning. Also SE of SE $\frac{1}{4}$ of Section 5, T 11 S, R 4 W., commonly known as the Bland property.

SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Sec. 9, SW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Sec. 10, all in Tp. 15 S, R 2 W., commonly known as the Blochman property.

E $\frac{1}{2}$ of NW $\frac{1}{4}$, NE $\frac{1}{4}$ of SW $\frac{1}{4}$, and SW $\frac{1}{4}$ of NE $\frac{1}{4}$ Sec. 7, T 11 S, R 4 W, commonly known as Wakeham property, Certificate shows 7/8 interest in C. B. Gould and 1/8 interest in Kate Deasy.

NW $\frac{1}{4}$ of NW $\frac{1}{4}$, Sec. 21, Tp. 12 S, R 2 E., commonly known as Southerland Damsite.

Lot 72 of the Rancho Mission of San Diego, according to the partition map, commonly known as the Garretson property. As you know there are several excepted portions of Lot 72 which we do not deem necessary to set forth here.

3rd. Please give us an accurate description of the 2.5 acre and .5 acre pieces which constitute the so-called S. Carder Smith store 3 acres.

4th: Also please give us the acreage in the following Stone entries:

Lot in Sec. 8 and lots 1 and 2 in Sec. 17, all in TP 13 S, R 2 W.

5th: Were any rights of way for conduit or pipe lines granted to San Dieguito Mutual Water Company from Lake Hodges Reservoir to distributing dam, more especially through the Henshaw, Stone entires, Cassua and Irwin properties.

In this regard, we refer you to reference map 370, C-80 W. S. Post, a copy of which you gave us in San Diego.

With very kind regards from both Mr. Lees and myself, I am

Very truly yours,

(Signed) P. C. BLACK

PCB
W

Revised

246

October 15, 1919.

Data by B.H.R. & C.H.F.

Mr. P. C. Black,
Mills Building,
San Francisco, Calif.

My dear Mr. Black;

Answering your letter of September 25th to Mr. King, I submit the following:-

No. 1: The SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Sec. 18, T. 15 S., R. 2 W: This 40 acres was taken out in the name of W. S. Post by means of scrip. He deeded this land to Ed Fletcher, the deed being recorded Jan. 8, 1919. No U. S. patent has been issued. That portion of the land needed by the San Dieguito Mutual Water Company for reservoir purposes or rights-of-way has already been deeded to the San Dieguito Mutual Water Company.

No. 2: Lots 1 and 2, Section 10: The NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Sec. 9; the S $\frac{1}{2}$ of SE $\frac{1}{4}$, the S $\frac{1}{2}$ of the SW $\frac{1}{4}$, the NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Sec. 4, all in T 11 S, R 2 E, commonly known as the McRae property, stands of record in the name of Ed Fletcher.

No. 3: The SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ and the NE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Sec. 20, T 10 S, R 3 W, commonly known as the George D. Stevens property, stands of record in the name of C. B. Gould. This property is now in the name of Wm. G. Henshaw by general deed from C. B. Gould.

No. 4: The NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ (except the South 12 acres thereof) of Sec. 8, T 11 S, R 4 W: That portion of NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Sec. 8, T 11 S, R 4 W, giving a metes and bounds description, also including the S $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Sec. 5, T 11 S, R 4 W, commonly known as the Bland property, is in the name of Ed Fletcher, subject to a mortgage of \$5000. This is in the form of a trust deed.

No. 5: The SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 9, the SW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Sec. 10, all in T 15 S, R 2 W, commonly known as the Blockman property stands of record in the name of Wm. G. Henshaw.

No. 6: The E $\frac{1}{2}$ of the NW $\frac{1}{4}$, the NE $\frac{1}{4}$ of SW $\frac{1}{4}$, the SW $\frac{1}{4}$ of NE $\frac{1}{4}$, Sec. 7, T 11 S, R 4 W, commonly known as the Wakeham property, is in the name of C. B. Gould, and transferred to Wm. G. Henshaw by deed.

No. 7: The NW $\frac{1}{4}$ of the NW $\frac{1}{4}$, Sec. 21, T 12 S, R 2 E, commonly known as the Southerland Dam site: This title shows of record as being vested in the United States Government. There is, however, a stone entry covering the same in the name of Ed Fletcher.

No. 8: A portion of Lot 72, Rancho Ex Mission of San Diego, commonly known as the Garretson property, now shows of record in the name of K. Deasy. I have a deed from K. Deasy for an undivided one-half interest in my safe, executed June 2, 1914, but has not been recorded for the reason that there is a mortgage of \$51,000 on the property. Mr. Henshaw has an equity of $\frac{1}{4}$ interest in this Garretson property, subject to one-half of this mortgage, \$15,500.

No. 9: The complete description of the S. Cardor Smith three acres is as follows:

"All those pieces and parcels of land situate lying and being in the Rancho San Bernardo, as per the patent issued by the United States of America to Mario Smook, November 17, 1874, of record in Book 2, page 462 of Patents, Records of San Diego County, State of California, being that portion of land now standing of record in the name of Antoinette B. Smith, in said Rancho San Bernardo, as per Deeds Book 437, pages 93 and 94, and more particularly described as follows:

"Beginning at a point on the west side of a road from which the chimney in the Sikes House bears north $27\frac{1}{2}^{\circ}$ west, and the summit of a Sugar Loaf Hill on the south side of the Bernardo River bears south $15^{\circ} 20'$ West. Running thence courses true magnetic variation 13° East, (1) S. 14° West 6 $\frac{32}{100}$ chains to stake about ten feet from the north bank of San Bernardo River; (2) North 76° West, 3 $\frac{16}{100}$ chains to a stake; (3) North 14° East 6 $\frac{32}{100}$ chains; (4) South 76° East 3 $\frac{16}{100}$ chains to place of beginning.

"Also the real property adjoining the above described land bounded and described as follows:

"Beginning at the same point which is the Northeast corner of the above described land, and thence courses true magnetic variation 13° East, (1) North 14° East 1.117/200 chains; (2) North 76° West 3 $\frac{16}{100}$ chains; (3) South 14° West 1 $\frac{117}{200}$ chains; (4) South 76° East 3 $\frac{16}{100}$ chains to point of beginning.

"Also the real property adjoining the above described land bounded and described as follows:

"The North half ($\frac{1}{2}$) of the one acre tract adjoining on the north the two (2) acre tract described in a deed from Zennus Sikes to P. A. Graham, dated Jan. 16, 1875. The said one acre tract being more particularly described as follows, to-wit:

"Beginning at the same point, as the beginning mentioned in deed from Zennus Sikes to P. A. Graham, dated January 16, 1875, to-wit: the Northeast corner of said two acre tract as described in said deed, and running thence courses true magnetic variation 13° East (1) North 14° East 3 $\frac{17}{100}$ chains; (2) North 76° West 3 $\frac{16}{100}$ chains; (3) South 14° West 3 $\frac{17}{100}$ chains to Northwest corner of two acre lot; South 76° East 3 $\frac{16}{100}$ chains to the place of beginning, containing in all 3 acres, more or less."

The floodage rights of the S. Cardor Smith transfer to the San Dieguito Mutual Water Company are as follows:

Being that portion of land described in the deeds of Ellen A. Schollenberg to Antoinette B. Smith in said Rancho San Bernardo recorded in Book of Deeds 437, pages 93 and 94;

Beginning at the NW corner of the property described in the above mentioned deed;

Thence along the West line of said property S $14^{\circ} 23'$ W, 624 feet (record S 14° W 9.48 chains) to the SW corner of said property.

Thence along the South line S $76^{\circ} 22'$ E 211.0 feet (record S 76° E 3.16 chains) to the SE corner of said property, whence a cement monument on the West line of County Highway bears S $14^{\circ} 10'$ W 0.6 feet.

Thence along the East line of said property N $14^{\circ} 10'$ E (record N 14° E 430 feet).

Thence N $33^{\circ} 43'$ W 103.6 feet.

Thence N $50^{\circ} 10'$ W 82.1 feet.

Thence N $15^{\circ} 55'$ W 105.1 feet, to a point on the North line of said property.

Thence N $76^{\circ} 22'$ W (record N 76° W) 6.0 feet to the point of beginning, containing $2\frac{1}{2}$ acres.

The above is a description of the land lying below the 315 contour. The best way to describe the balance of the land above the 315 contour, I believe, would be to describe the whole tract of land and say, "Excepting therefrom the above description".

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I am holding the map and a copy of this letter for your future reference in San Diego. Shall I send the map up to you, or hold it here until you come to San Diego again?

Yours very truly,

RF:K

October 17, 1919

Mr. Percy C. Black,
C/o Henshaw, Black & Goldberg,
San Francisco, California.

My dear Mr. Black:

Attached hereto is a complete set of riparian right maps from the ocean to Warners Dam, together with numbers, name from whom purchased, and acreage, all of which is shown on said maps, covering the riparian rights acquired by Charles Foreman and later transferred by deed from Charles Foreman to J. D. Smith. The Smith riparian agreements giving the right to build Warners dam were afterwards transferred to Wm. G. Henshaw.

This transfer covers, roughly, from one third to one half of all the riparian rights of diversion giving consent to build Warners dam, on the San Luis Rey river.

I will, in a subsequent letter, furnish a complete statement of the lands purchased, giving numbers corresponding with these maps, for identification, and showing whether the said lands have been re-sold and the rights of diversion to build Warners dam retained, as well as the lands still owned, from which the riparian rights of diversion giving consent to build Warners dam have not yet been divorced, but should be.

I will also give you a list of the riparian lands not yet acquired. This applies to the Santa Ysabel River as well.

All riparian rights giving consent to build Warners dam and Pamo dam, should be concentrated into one ownership and checked up, so that there would be no delay in transfer when the

-2- PCB

sale of the Volcan system takes place, which I believe will be in the very near future.

I am sending a copy of this letter to Mr. Henshaw, asking him to state whether he desires everything in his name or whether he thinks it might be advisable to put it in the name of a Trust Company subject to Mr. Henshaw's order.

Yours very truly,

EF/bm
cc WCH

LAW OFFICES
HENSHAW, BLACK AND GOLDBERG
MILLS BUILDING
SAN FRANCISCO, CALIFORNIA
TELEPHONE DOUGLAS 1272

Nov. 6th, 1919.

Col. Ed. Fletcher,
Fletcher Bldg.,
San Diego, Cal.

Dear Col:

The map of riparian lands on San Luis Rey River arrived several days ago. Is King getting ready for me the other maps showing riparian lands on Santa Ysabel and Pamo? I do not suppose you have had time as yet to work up the list of riparian rights with the names of owners, but would like to have the same at as early a date as conveniently possible for you.

Thank you for the opinion of Crouch which I have read with interest, although have had no time to give it any thought. Do you wish his letter returned for your files. By the way Stearns has never sent me an amended agreement to be signed by the riparian owners on the San Diego River, from which fact I assume this matter is being cared for locally. My only purpose in mentioning the fact is to let you know that I am not overlooking the matter.

Inclosed please find two deeds from Mr. Henshaw and wife, properly signed and acknowledged; one to the Grossmont Company and one to the County for road purposes. These you may record with the conveyance of water rights from the Grossmont Company to Henshaw.

Mr. Henshaw has not yet returned, but is expected this week. We expect to get to work upon your agreement as soon as he returns. I am extremely pleased to know that you and he are getting together on this matter.

I have not again mentioned my brother to you, but hope you will not forget him. Shortly after my return from the South he took a temporary job with a surveying party in order to be doing something.

With very kind regards, I am

Very truly yours,

P. C. Black

PCB
W
Inc.

November
Tenth
Nineteen
Nineteen

Mr. P. C. Black,
Henshaw, Black & Goldbrg.,
Mills Building,
San Francisco.

My dear Mr. Black:

Answering yours of the 8th, I acknowledge receipt of the Henshaw deeds. The deed to the county for the right of way will be put on record today, as well as the deed to the 13.24 acres.

I will have the riparian right agreement put on record, and the certificate of title furnished, showing the property free and clear of encumbrance, subject to Mr. Henshaw's right of diversion.

The usual way is for Mr. Henshaw to furnish me with a certificate of title, showing the property conveyed free and clear of encumbrance as well, but as there is a mortgage on the entire ranch, will you please draw up a letter for Mr. Henshaw to sign and mail to me, that it is his obligation to see that the title to the property is free and clear of encumbrance, and that he obligates himself, within five years from date, to clear the title, so that the property is free and clear in the name of the Grossmont Park Company, for it is understood between Mr. Henshaw and myself, that he furnishes his land free and clear of encumbrance, and I furnish my rights free and clear of encumbrance.

I have not forgotten your brother, and there is a possibility of something developing at an early date.

Regarding the Santa Ysabel-Pamo map, will say that both Mr. King and the draughtsman are positive that this was forwarded to you in the same roll including San Luis Rey, and I am afraid that you have not thoroly examined the maps that were forwarded to you. If the Santa Ysabel-Pamo map is not included, kindly wire me at my expense, and it will be forwarded immediately.

- 2 -

Have been out with the Highway Commission for a few days, and have been snowed under with work, but I hope to catch up this week on the list of riparian owners.

I will have a price from the Southern Guaranty Company within a few days for the cost of their certificate.

Yours very truly,

EF:klm

cc-WmG.H.

September
16
1920

Mr. P. C. Black,
c/o Henshaw & Black,
Mills Building,
San Francisco.

My dear Black:

The Barnett property is in the name of William G. Henshaw, and certificate of title will be ready sometime next week, and forwarded to you.

Regarding the stone entries:

The $N\frac{1}{2}$ of the $SW\frac{1}{4}$ and the $W\frac{1}{2}$ of the $SE\frac{1}{4}$, Section 13, Township 13, S.R.3 W, totaling 160 acres was filed on by Wm. G. Henshaw and stands in his name, and we have been paying taxes on it since 1918.

Regarding Lot 5, Fractional Section 8, Lots 1 and 2, and the $NW\frac{1}{4}$ of the $NW\frac{1}{4}$ of fractional Section 17, all in Township 13, S R 2 W, S.B.M., a small portion in the Lake Hodges reservoir site, together with the $SE\frac{1}{4}$ of the $SW\frac{1}{4}$ of Section 22, Twp. 12, S R 2 E, S.B.M. - 40 acres, a small portion in the Sutherland reservoir site, also the $NE\frac{1}{4}$ of the $N.W.\frac{1}{4}$, Section 21, Twp. 12 S.R. 2 E. S.B.M., a small portion within the Sutherland reservoir site, also the $SE\frac{1}{4}$ of the $SW\frac{1}{4}$, the $SW\frac{1}{4}$ of the $SE\frac{1}{4}$, and $SE\frac{1}{4}$ of the $SE\frac{1}{4}$, of Section 28; the $SW\frac{1}{4}$ of the $SW\frac{1}{4}$ of Section 27, all in Twp. 12 S R 2 E, totaling 160 acres, a small portion of which is in the Sutherland reservoir site.

Will say that the above were filed on by other individuals who had not exhausted their filing rights. Final approval has not yet been secured, but thru an arrangement with Mr. Henshaw, I was to get all these filings of government land, and in consideration of so doing Mr. Henshaw was to have deeded to him the lands within the reservoir site, free of any additional costs and were to each own one-half the lands outside the reservoir site. There can be no transfer of these properties until finally approved and a patent issued. When that is done, we should have an engineer determine the legal description of the lands to be deeded for

Page Two

reservoir purposes, and a deed for same will be forthcoming to Mr. Henshaw, together with a deed to an undivided one-half interest to the lands outside the reservoir site.

Regarding the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 21, Twp. 12, S. R. 2 E., 40 acres, this comprises the Sutherland damsite, and which I got from the government thru my not having exhausted my rights. The final certificate has been issued, but not the patent. I believe I can now legally transfer my rights after the final certificate has been issued. If it meets with your approval, I will immediately have Mr. King survey the damsite, the necessary lands in connection thereto around the damsite, for caretaker's house, etc. and deed same to Wm. G. Henshaw, also an undivided one-half interest in the balance of the lands not needed for reservoir purposes.

The following is a list of the land which was scripted by Mr. Henshaw, and is now in his name:

The NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 13, Twp. 13, S. R. 3 W., 40 acres:

The SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 18, Twp. 13 S. R. 2 W. S.B.M. - 40 acres was scripted by Mr. Henshaw and the property is in his name, excepting that portion which lies below the 315 ft. contour, and which has been deeded to the San Dieguito Mutual Water Company.

A copy of this letter has been sent to Mr. Treanor, and on his instructions, or yours, a surveying party will immediately proceed with a survey of the Sutherland damsite, and the property deeded as above outlined.

Anything further I can be of assistance, let me know.

Yours very truly,

EF:KLM

cc- J.T.

F. W. HENSHAW
P. C. BLACK
~~XXXXXXXXXX~~

LAW OFFICES
HENSHAW, BLACK AND GOLDBERG
MILLS BUILDING
SAN FRANCISCO, CALIFORNIA
TELEPHONE DOUGLAS 1272

Oct. 6th, 1920.

Col. Ed. Fletcher,
Fletcher Bldg.,
Los Angeles, Calif.

Dear Colonel:

In answer to yours of Sept. 16th I want to give you all the information I have in reference to stone entries in order that we may fully complete this record. For convenience I am going to refer to the index map made up by Lees and King. As shown by that map and my records the stone entries in or near the Carroll Dam Site are designated by the index numbers 13 and 56. No. 13 covers the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 13, T. 13 S., R. 3 W. and SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 18, T. 13 S., R. 2 W. Our records show that the above property in Section 13 stands in the name of Wm. G. Henshaw; that that portion situate in Section 18 stands in the United States as trustee for Wm. G. Henshaw.

No. 56 covers the following land: NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ and W $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 13, T. 13 S., R. 3 W.; which you advise also stands in the name of Wm. G. Henshaw. No. 56 also includes Lot 5, in fractional Section 8, Lots Nos. 1 and 2 and the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of fractional Section 17, T. 13 S., R. 2 W. According to your letter this land was entered by other persons which entry has not yet been proved and for that reason will have to be left out of consideration at this time. As to the other properties referred to in the second group in your said letter we find the following.

Neither the map nor our record shows any property in Section 23, T. 12 S., R. 2 E. Nor in the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Sec. 21, T. 12 S., R. 2 E. Both our record and map shows the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 21, T. 12 S., R. 2 E; but we have no history thereof. Can you give us any information in reference thereto?

Neither the map nor our records show any title in the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$, SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ and SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 26, T. 12 S., R. 2 E; both thereof show NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 26, which is a part of the Booth property.

Neither the map nor our records show any title in the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Sec. 27, T. 12 S., R. 2 E. All we show in Sec. 27 is the Crouch property.

It is very probable that these properties were never listed for the reason that as stated in your letter we had no title thereto. Lees is not yet in condition to consult with but I know that he never was clear on the so-called stone entry and script lands. As a matter of fact I have nothing showing any script land and have never paid any particular attention thereto.

Page. 2. Col. Ed. Fletcher.

As the matter now stands I will omit all of the so-called stone entries both at the Carroll Dam Site and the Southerland Dam Site other than that shown in Wm. G. Henshaw or in the United States as trustee fro him.

The oil lease has been completed and will be mailed to Griffith today.

Very truly yours,

HENSHAW & BLACK

P. C. Black

PCB
LW

PS: Have just found a memo that No. 13 on the map is script land. Is this correct?

April 5, 1922.

Mr. P. C. Black,
Mills Building,
San Francisco.

My dear Mr. Black:

We are trying to locate Certificate of Title No. 40392 covering the Bernardo Ranch, in order to complete the new mortgage on the ranch. The Bank of Martinez says it does not have the certificate, and as the last record we have of it is your receipt, we are writing to ask you if you have it; to please forward it to this office so that we may have it brought down to date.

Thanking you in advance for your attention to this matter, we are

Yours sincerely,

ED FLETCHER COMPANY

KLM

F.W. HENSHAW
P.C. BLACK

LAW OFFICES
HENSHAW AND BLACK
MILLS BUILDING
SAN FRANCISCO, CALIFORNIA
TELEPHONE DOUGLAS 1272

April 15, 1922.

Col. Ed. Fletcher,
Fletcher Bldg.,
San Diego, Calif.

Dear Colonel:

Since receipt of yours of the 5th instant in relation to certificate of title No. 40392, Bernardo Ranch, we have made an exhaustive search both in this office and in Mr. Lees' files. We do not find such certificate nor any evidence that we have ever had the same and Mr. Lees is quite clear in his recollection that this certificate was always at the Bank of Martinez and that we have never had the same.

I do not assume that a new certificate will cost very much more, if any, than a continuation; but if I am responsible I do not desire to shirk the same.

With kind regards, I am

Very truly yours,

P.C. Black

PCB
MW

LAW OFFICES
HENSHAW AND BLACK
MILLS BUILDING
SAN FRANCISCO, CALIFORNIA
TELEPHONE DOUGLAS 1272

Aug. 11th, 1922.

Col. Ed. Fletcher,
Fletcher Bldg.,
San Diego, Calif.

Dear Colonel:

In re Live Oak Property:

Some time ago when Will Lees and I were in San Diego you advised us that Mr. Crouch had been employed to straighten out the title to the so-called Live Oak Property and if my memory be not at fault you stirred Crouch up about it while we were there. If you will remember this was the 1200 acres in the Pamo Reservoir Site which was acquired by tax title. Will you please advise us whether or not this title has ever been perfected.

The description that we have on our files is as follows:

The West half of Section fourteen (14);
the West half of the Southwest quarter; Northwest quarter;
Southwest quarter of the Northeast quarter; Southeast quarter
of the Northeast quarter; North half of the Southeast quarter;
Northeast quarter of the Southwest quarter of Section twenty-
three; West half of the Northwest quarter; Southeast quarter
of the Northwest quarter; Northwest quarter of the Southwest
quarter of Section twenty six (26); the Southeast quarter of
the Northeast quarter; the North half of the Southwest quarter;
North half of the Northeast quarter; the Southwest quarter of
the Northeast quarter; Southeast quarter of the Northwest
quarter of Section twenty seven (27); all in township twelve
(12) South, Range one (1) East, S.B.M. (The East half of the
Southeast quarter of Section eleven (11); the Northwest quarter
of the Southwest quarter of Section twelve, Township thirteen (13)
South, Range One (1) West, S.B.M. the Northeast quarter of the
Northeast quarter; the South half of the Northeast quarter; the
Northwest quarter of the Southeast quarter of Section thirteen
(13) all in Township thirteen South, Range two East. S.B.M.)

On one of my visits to San Diego while checking with Mr. King we could find no warrant for including that portion of the property inclosed in brackets. Mr. Lees in the first instance obtained the description from your office in October, 1919. Can you check up and tell us

Page 2.

whether the property in brackets should be included in the so-called Live Oak property.

We are making this inquiry of you for the reason that Mr. Lees and I have been requested to make up proper descriptions to go into a deed from Mr. Henshaw to the San Diego Water Company.

Very truly yours,

F. W. Henshaw

PCB
MW

664-46

August 16, 1922

Re: Live Oak Property

Mr. P. C. Black,
Mills Building,
San Francisco, Calif.

My dear Black:

Answering yours of the 11th, will say that Mr. Crouch did straighten out the title, to the so-called Live Oak property and suit was brought in the Superior Court against the county in December, 1920 and judgment was secured and the title cleared.

We settled a \$2300 tax bill with the county for \$1,000.

The East half of the Southeast Quarter of Section 11; the Northwest quarter of the Southwest quarter of Section Twelve, Township 13 South, Range 1 West; also the Northeast Quarter of the Northeast Quarter; the South half of the Northeast Quarter ~~and~~ and the Northwest Quarter of the Southeast Quarter of Section 13, Township 13, S. Range 2 West is property located in Ramona valley and has nothing whatsoever to do with the Ramo dam. It is property that came with the Live Oak Company, however, and was acquired when I purchased for Mr. Henshaw the bonds of the Linda Vista Irrigation District and bought up the property of the district.

I have ordered a continuation of the certificate showing the property free and clear of encumbrances, and hope to have it out in a few days.

Yours very truly,

BF:KLM

cc- Mr. Henshaw
Mr. Lees
Mr. Treanor

F.W. HENSHAW
P.C. BLACK

LAW OFFICES
HENSHAW AND BLACK
MILLS BUILDING
SAN FRANCISCO, CALIFORNIA
TELEPHONE DOUGLAS 1272

Sept. 28th, 1922.

T. H. King, Esq.,
Fletcher Bldg.,
San Diego, Cal.

My dear Mr. King:

Please find inclosed description of property to go into deed from Henshaw to San Diego County Water Company and also in the bond mortgage.

Parcel 12, S. Carder Smith, Store 3 Ac. piece has been conveyed to San Dieguito Mutual Water Company; at least, I am so informed by Col. Fletcher; hence this should be eliminated from the description.

Will you not kindly compare all descriptions in order that we may be reasonably sure that we are letter perfect in these conveyances. If you have not in your possession specific descriptions you will find certificates of title in the possession of Southern Title Guaranty Co. and the Union Title Company. Most of the certificates are with the Southern Title Guaranty Co.

We have compared all of the descriptions up to Parcel 32 with descriptions contained in my old schedule which has heretofore been compared with you. The certificates covering the syndicate lands are with the abstract company; for that reason we have no absolutely authentic description with which to make comparison.

With very kind regards, I am

Very truly yours,

PCB
MW
Inc.

P.C. Black
Advise both Mr. Stevens and me of any corrections.
P.C.B.

October 14, 1922

OFFICE COPY

Mr. P. C. Black,
Hills Building,
San Francisco, Calif.

My dear Mr. Black:

Answering your letter of September 28th regarding the description of the properties to go into the deed from Henshaw to the San Diego County Water Company.

I regret the delay in getting you this information, but I was out of town when your letter came and the Title Company did not have the certificates in very good shape for checking at the first trial, however, we have gone through the descriptions very carefully and make the following suggestions.

PARCEL ONE

Page two, paragraph four, second from the last line in the description "thence along said road (call omitted) 70 deg. East 332.9 feet". This should be North or South but I am unable to supply this information as the certificate is in San Francisco.

PARCEL EIGHT

The second line - the word "of" was inserted before "the Southwest", but should not have been. The description should read as follows according to the certificate "that portion of the Southeast quarter of the Northwest quarter and the Southwest quarter of the Northeast quarter of Section 35", etc.

PARCEL NINE

This description is unquestionably correct but I want to call your attention to the fact that the Volcan Forty Acres which is the Northeast quarter of the Southeast quarter of Section 23, Township 12 South, Range 1 East, S.B.M. is included in the certificate of the Live Oak Property and is not included in your description. I do not believe it should be unless the Volcan has decided this to Mr. Henshaw.

PARCEL ELEVEN

Line two, second word, "and" should be "of". The description should read "(a) Lot Four (4) and the Southwest

10/14/22

quarter of the Northwest quarter of Section Four (4);"

PARCEL TWELVE

The Store Three Acres has not been conveyed to the San Dieguito Mutual Water Company so far as the Title Companies here have any information. I think possibly there was a misunderstanding and that Colonel Fletcher intended to call attention to the fact that a small parcel of land, approximately one acre out of Parcel 35, was conveyed to the San Dieguito Mutual Water Company for use as a place to build the residence of the resident engineer of the company. This was on the Cable property on the Syndicate Lands.

PARCEL THIRTEEN

Line four of Metes and Bounds "Corner No. 4" should be "Corner No. 5". The call should read "thence Northeasterly along the Easterly boundary line of said Rancho North $12\frac{1}{2}$ deg. East 10,659.0 feet to Corner No. 5 of said Rancho;"

Line nineteen - the call should be "thence South 47 deg. 58' West 201.3". It should not be .03.

Line twenty-six - the call should be "thence North 67 deg. 21' West 259.5 feet". 57 deg. is in error.

In the exception from this parcel, line ten of description should read "point in the Northerly line of said County Highway". The word "Easterly" probably corresponds with the description you have but was originally in error.

PARCEL SIXTEEN

There should be an exception from this parcel on which you evidently did not have information at the time or writing the deed. I am inclosing a description of this exception.

PARCEL THIRTY-ONE

The Pico property certificate shows the attached description which you will note includes more land than is shown in your deed. I have no doubt that your deed is correct but I am simply calling your attention to the difference between the description in your deed and that shown in the certificate.

PARCEL THIRTY-FIVE

Parcel Thirty-five should have the exception which I noted above. I am inclosing a description of this exception.

I would like very much to retain the carbon copy of the description of these parcels which you sent me if it meets with your approval.

10/14/22

Under separate cover, I am sending you a map of the San Luis Rey Riparian lands on which the original parcels as we know them are outlined in colors. The blue print numbers refer to the parcel numbers of the riparian search made by the Title Company. The names have been inserted in the colored outlines showing the original ownerships.

In checking over these descriptions we found several places where the property was incorrectly shown on the map. These we have corrected and I am sending you four copies, with the properties correctly delineated, which is all we have at present. If you should need more, I shall be glad to get another addition.

Hoping to see you down this way again soon, I am,

Yours very truly,

T. H. King.

THK:ME

Description of Exception from Parcel 16

Excepting therefrom that portion thereof as granted by Wm. G. Henshaw to the County of San Diego by deed dated November 19, 1917 and recorded in Book 751, Page 11, of deeds, described as follows:

A strip of land (known as the I. Irwin Tract) 50 feet wide and lying 25 feet on either side of its center line, said center line being described as follows, to-wit:

Beginning at a point on the west line of Section 23, Township 13 South, Range 3 West, S. B. M. whence corner of Sections 14, 15, 22, and 23, Township 13 South, Range 3 West, S.B.M. bears North $0^{\circ} 12'$ East 638.2 feet; thence North $68^{\circ} 16'$ East 534.94 feet; thence along a 200 foot radius curve left 198.15 feet; thence North $11^{\circ} 30'$ East 12.17 feet; thence along 150 foot radius curve right 208.13 feet; thence South $89^{\circ} 00'$ East 415.41 feet; thence along 300 foot radius curve left 161.44 feet; thence North $60^{\circ} 10'$ East 243.29 feet to a point on the North line of said Section 23 whence said corner of Sections 14, 15, 22 and 23, Township 13 South, Range 3 West, S. B. M. bears North $89^{\circ} 41'$ West 1549.3 feet.

Also excepting therefrom that portion thereof as granted by Wm. G. Henshaw and Hetty T. Henshaw, his wife, to the San Dieguito Mutual Water Company, a corporation, by deed dated Oct. 1, 1918, and recorded in book 770, page 74, of deeds, described as follows:

A strip of land 25 feet in width, the center line

thereof being coincident with the center line of the conduit of the Second Party, as the same is now located and constructed upon the ground over and across those certain parts of land particularly described as follows:

The Northeast quarter of Southeast quarter of Section 13, Township 13 South, Range 3 West, S. B. M.; the Northwest quarter of Southeast quarter and North half of Southwest quarter of Section 13, Township 13 South, Range 3 West, S. B. M.; and the North half of Northwest quarter of Section 23, Township 13 South, Range 3 West, S. B. M.

OFFICE COPY

Description of Pico Property as shown in Certificate

Northwest quarter of Northwest quarter, Section 8,
North half of Northeast quarter, Southeast Quarter of Northeast
quarter, West half of Southeast quarter of Section 7, East half
of Southeast quarter, Southwest quarter of Southeast quarter,
Lot 2, 3 and that portion of Lot 4 of Section 6 described as
follows:

Commencing at the Southwest corner of the Southeast
quarter of Section 6; thence North $47^{\circ} 52'$ West 19.60 chains
more or less to Southeast line of Rancho Santa Margarita Y Los
Flores; thence North $47^{\circ} 50'$ East along Southeast line of said
Rancho 16.0 chains more or less to a point where said Southeast
line of said Rancho intersects the division line between the
Southwest quarter and the Southeast quarter of said Section;
thence South along said division line 25.0 chains more or less
to point of commencement, all being in Township 11 South, Range
4 West, S. B. M.

OFFICE COPY

Description of Parcel to be Excepted from Parcel No. 35.

Excepting therefrom that portion of the Northwest quarter of Southwest quarter, Section 1, Township 14 South, Range 4 West, S. B. M., conveyed to San Dieguito Mutual Water Company, a corporation, by deed dated December 16, 1920, and recorded in Book 841, Page 83, of Deeds, Records of San Diego County, California, more particularly described as follows:

Beginning at a point from which the quarter corner common to said Section 1 and Section 2, Township 14 South, Range 4 West, S. B. M., bears North $84^{\circ} 47'$ West 776.72 feet; thence South $5^{\circ} 13'$ East 372.0 feet; thence North $84^{\circ} 47'$ East 120.0 feet; thence North $5^{\circ} 13'$ West 327.7 feet; thence North $74^{\circ} 58'$ West 127.9 feet to the point of beginning.

This should be the word "and" was inserted in the deed which should not have been. The deed is correct according to the certificate of the Surveyor General of the State of California.

EXCEPTION

This should be an exception to the deed which was to call your attention to the fact that the portion of Section 1, Township 14 South, Range 4 West, S. B. M., which is the Northwest quarter of the Southwest quarter of Section 1, Township 14 South, Range 4 West, S. B. M., is included in the certificate of the Surveyor General of the State of California and is not included in the deed.

EXCEPTION

This should be an exception to the deed which was to call your attention to the fact that the portion of Section 1, Township 14 South, Range 4 West, S. B. M., which is the Northwest quarter of the Southwest quarter of Section 1, Township 14 South, Range 4 West, S. B. M., is included in the certificate of the Surveyor General of the State of California and is not included in the deed.

OFFICE COPY

October 14, 1922

Mr. P. C. Black,
Hills Building,
San Francisco, Calif.

Dear Sir:

Mr. King, in his letter to you of this date, failed to mention the fact that he was including in the separate package a copy of the search of the San Luis Rey Riparian lands made by the Southern Title and Guaranty Company. You will find a copy of this search in the package.

Yours very truly,

W. B. Shropshire.

WBS:LE

November
Twenty-Second
1 9 2 2

Mr. Percy C. Black,
Hills Building,
San Francisco, Calif.

My dear Black:

Inclosed find Certificate #49844 of the Southern Title Guaranty Company, in the name of William C. Henshaw, showing free of encumbrances excepting this year's taxes, all of the stone entries around Sutherland Dam below the 2115 foot contour above sea level. Kindly acknowledge receipt. I will send the deed as soon as I get it.

Yours very truly,

EF:AH

cc - Mr. Leos
Mr. Henshaw
Mr. Treanor

LAW OFFICES
HENSHAW AND BLACK
MILLS BUILDING
SAN FRANCISCO, CALIFORNIA
TELEPHONE DOUGLAS 1272

Nov. 23rd, 1922.

Col. Ed. Fletcher,
Fletcher Bldg.,
San Diego, Calif.

My dear Ed:-

I beg leave to acknowledge receipt of Certificate No. 49844, Southern Title Guaranty Co. showing title in Wm. G. Henshaw to those portions of stone entries below the 2113 foot contour line.

In checking this matter up with Mr. Williams of Chickering and Gregory's office we find in the Engineer's report that the contemplated dam at Sutherland will be 2130 feet above sea level. If this be so your deed should have been to the 2140 foot contour line. This matter has been referred to Mr. Treanor and you will probably hear from him within a day or so if he has not already communicated with you. We base our figures on Lippencott's report which gives the elevation of stream bed and the maximum depth of water, which two elements added together make the 2130 feet.

I am also in receipt of yours of the 22nd in reference to discounting certain notes. I did not include the George Chambers in the list for the reason that this was a new purchase. Under the circumstances I suggest that you consult with Mr. Treanor in regard to any attempt to discount that note. If you get satisfactory answers from any of the parties to whom you have written advise and I will send you forward the necessary papers, which will comprise, one, satisfaction of mortgage and two, instructions to the trust company. You understand, of course, that all notes, releases, etc. will have to be deposited with the trust company, which now holds the bond money with instructions to deliver upon receipt for the account of the depositor of the amount due plus interest accrued to date of payment.

Thanking you for your very prompt attention of these several matters, I am

Very truly yours,

P. C. Black

B
H

CC to Mr. Treanor

November
Sixteenth
1922

Mr. P. C. Black,
Office
San Diego.

My dear Mr. Black:

I have prepared a deed to Wm. G. Henshaw and Mrs. Fletcher and I have signed same, and it will be recorded today, covering the stone entries, said deed including all lands that will be flooded to the top contour, and 10 feet above or at an elevation of 2113 feet, as per our understanding.

In addition Mrs. Fletcher and I have signed the agreement giving the right to build and maintain both Pano and Sutherland dams on the Sayta Ysabel River as prepared by you. I want this instrument checked up with the Santa Fe to see that it does not conflict with our agreement with them, and if there is no conflict I will immediately forward same to Mr. Treanor for his and Mr. Stevens' signature, and their wives.

Yours sincerely,

EF:KIM

Not reviewed
after dictation

ac *ESH*
g. J.

2113
13
2130

2120
12
2108

LAW OFFICES
HENSHAW AND BLACK
MILLS BUILDING
SAN FRANCISCO, CALIFORNIA
TELEPHONE DOUGLAS 1272

October 30, 1923.

Colonel Ed Fletcher,
San Diego, Calif.

Dear Colonel:-

There has been considerable delay in execution of deed by San Diego County Water Company and the Whitneys to the State of California for highway purposes somewhat due to the fact that when the deed first came to my desk I was too busy to take it up.

After it was executed I forwarded it to the Whitneys and in due course received a letter from Mr. Whitney's Secretary in which he asked that we supply him with certain information. In pursuance of your suggestion I added a clause to the lease in the following language.

"This conveyance is made upon the expressed condition and reservation that if said highway be not constructed and completed within from the date hereof then and in that event the lands herein conveyed and all incidents thereto shall revert to the grantors and be and become vested in them as fully and completely as if this conveyance had not been made."

Mr. Whitney's secretary wishes to insert the time limit in the deed before execution. He also suggests that the condition that the old highway should be left intact and the right of way transferred to the Syndicate Company should be taken care of before the delivery of the deed. It had been my purpose to get the deed executed in the form submitted delivered to you and have you adjust these matters before delivery to the State Highway Commission. Can you get a definite adjustment of the two matters at an early date in order that I may be able to advise Mr. Whitney?

Very truly yours,

P.C. Black

PCB/LB

November 7, 1923.

Mr. P. C. Black,
Mills Building,
San Francisco, Calif.

My dear Percy:

Answering yours of October 30th, will say that if the work is not completed within two years the deed is null and void will be o. k.

Regarding the old highway being left intact, this is a matter which ~~will~~ I will take care of in advance by a resolution passed by the Board of Supervisors.

Please hurry this work along, and oblige

Yours sincerely,

EF:KL

thereof being coincident with the center line of the conduit of the Second Party, as the same is now located and constructed upon the ground over and across those certain parts of land particularly described as follows:

The Northeast quarter of Southeast quarter of Section 13, Township 13 South, Range 3 West, S. B. M.; the Northwest quarter of Southeast quarter and North half of Southwest quarter of Section 13, Township 13 South, Range 3 West, S. B. M.; and the North half of Northwest quarter of Section 23, Township 13 South, Range 3 West, S. B. M.

Ed Fletcher Papers

1870-1955

MSS.81

Box: 2 Folder: 15

General Correspondence - Black, Percy C.



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