Send anything to you
Wm Thum Pasadena

(2)

WILLIAM THUM,
PASADENA, CALIFORNIA.

Febr. 3, 1906

Ed. Fletcher
San Diego, Cal

Dear Sir!—

We studied the copy of contract you submitted to us and find the thing most essential to us, and fully talked over between you and us, left out altogether.

We were to retain absolute control of the property as to improvements, title, and sale, you to trust our judgement in the matter of improvements, in the matter of sale, and everything else relative to the enterprise. To illustrate, for instance if we became uneasy for any cause as to the outcome of the enterprise we could, in order to save ourselves from a real or immaginary loss, at once or at any time thereafter sell out any part of or the entire properties to any one at cost or even less to save ourselves, (provided you could not make a better sale for us); you, of course, to bear none of the loss under such circumstances as you are to share only in net profits.

Your only security in this matter would

be our character, our judgement, and our interest to see the enterprise a success.

The arbitration committee was to be limited to the matter of final settlement only.

Your former draft of a contract covered above points nearer to our understanding, but not exactly either, please send us one of the copies you took them both back with you at the time; it was more in form of a letter.

The whole proposition is more a matter of amusement with us, and we would much rather see you sell to some one else than to change the contract from our understanding of the case.

We understood you to say last night that you did not have control of the Park Ranch, and that any agent could have delivered it, or at least Parks attorney could have done so, that is you did not have control till you paid the $ 250.00. the contract that you submitted, however, reads "whereas Ed Fletcher &c has control of the Park Ranch &c"; should it not read "whereas Ed Fletcher will do certain work relative to the purchase of certain tracts

WILLIAM THUM,
PASADENA, CALIFORNIA.

and parcels of land &c &c or anything else that covers the situation more exactly

The contract was intended more to cover what your share of the profits were to be, how to keep accounts, the matter of your expenses, and the matter of final settlement &c

Tried to catch you by phone at Mr Kerckhoff's Office but were told that you had not been there.

As we told you before we should want the contract in your name individually and not in your company in order to simplify matters.

Let us know the next time you come up to L. A.

Sending you this to get you started thinking, will make a copy of contract to conform with our understanding of the case in a few days, and hope we can get together quickly.

Yours truly
F. & W. Thum Co.

(Written in long hand)

WILLIAM THUM
Pasadena, California

February 8, 1906

Ed Fletcher
San Diego, California

Dear Sir:

We studied the copy of contract you submitted to us and find the thing most essential to us, and fully talked over between you and us, left out altogether.

We were to retain absolute control of the property as to improvements, title and sale, you to trust our judgment in the matter of improvements, in the matter of sale, and everything else relative to the enterprise. To illustrate, for instance, if we became uneasey for any cause as to the outcome of the enterprise we could, in order to save ourselves from a real or imaginary loss, at once or at any time thereafter sell out any part of or the entire properties to anyone at cost or even less to save ourselves (provided you could not make a better sale for us); you, of course, to bear none of the loss under such circumstances as you are to share only in net profits.

Your only security in this matter would be our character, our judgment, and our interest to see the enterprise a success.

The arbitration committee was to be limited to the matter of final settlement only.

Your former draft of a contract covered above points nearer to our understanding but not exactly either. Please send us one of the copies. You took them both back with you at the time; it was more in form of a letter.

The whole proposition is more a matter of amusement with us, and we would much rather see you sell to some one else than to change the contract from our understanding of the case.

We understood you to say last night that you did not have control of the Park Ranch, and that any agent could have delivered it, or at least Parks attorney could have done so, that is you did not have control till you paid the $250.00; the contract that you submitted, however, reads "whereas Ed Fletcher etc. has control of the Park Ranch, etc" should it not read "Whereas Ed Fletcher will do certain work relative to the purchase of certain tracts and parcels of land etc. etc" or anything else that covers the situation more exactly.

The contract was intended more to cover what your share of the profits were to be, how to keep accounts, the matter of your expenses, and the matter of final settlement, etc.

Tried to catch you by phone at Mr. Kerckhoff's office but were told that you had not been there.

As we told you before we should want the contract in your name individually and not in your companies in order to simplify matters.

Let us know the next time you come up to L.A.

Sending you this to get you started thinking. Will make a copy of contract to conform with our understanding of the case in a few days, and hope we can get together quickly.

Yours truly,

F. & W. THUM CO.

Feb.5th, 1906.

Messrs. F. &. W. Thum,

Pasadena, California.

Gentlemen:-

Yours of February 4th at hand, but will not take time to answer now as I am still in bed, but hope to be out tomorrow.

I do not understand how you got the idea that Mr. Stearns was not doing what was right by the Parke Estate. He closed the Parke estate honorably in every detail and the incident was closed several years ago, and his services were at an end.

Several months ago I had him telegraph to Mrs. Parke direct asking for a price on her property for me. She made a price of $15000 on the ranch and wired him also that she would allow him a commissio off of that for disposing of the ranch. He has done nothing but what is thoroughly honorable in the matter.

I am in a very peculiar position. The ranch was first brought to my notice by a man named Charles Fletcher, whom I had never seen before, or even heard of. He is a non-resident and has never beenin San Diego. It seems that he has been very close friends with the attorneys of the Parke estate in the East, who told him to go ahead and work on the propositi on and see if he could not sell the ranch.

He wrote to me offering me certain considerations if I would show the ranch to his customers that he sent to San Diego. The ranch has been reduced in price from $40,000 to $15,000, which is the lowest price at which it has ever been offered.

Nothing came out of the Charles Fletcher deal but through my intercourse with him I learned that Mr. Stearns had been the attorney for the Parke estate several years ago when the estate was settled up.

A number of months ago, as stated before, I went to Mr. Steamns and asked him to secure an option on the Parke Ranch.

I am in duty bound to pay part of the commission to Charles Fletcher as I know he spent over $100 in telegrams alone. I have been abce, through Mr. stearns, to hold this option for several months, putting her off from time to time and he is also entitled to a consideration. He has certainly earned his money.

Now regarding Mr. Heisler. Rather than have any disagreement in the matter I will pay him the extra $250 that I spoke of providing it is understood that he lays no claim to the balance of the proposition, which I have turned in at actual cost as you know. I wish you would please explain to Mr. Heisler the situation.

I thought I gave you the original Miller option of $10,000. I will send you a copy of the second option reducing the price to $9500 for cash as soon as I am up again. I have instructed my stenographer to forward you a copy of the original Fletcher-Salmons proposition. I will also bring a copy of my contract with Mr. Kerckhoff when I come to Los Angeles.

Yours very truly,

E.F--I.R.

Feb.5th, 1906.

Messrs. F. & W. Thum,

Pasadena, Calif.

Gentlemen :-

I am in receipt of both of your letters and have also been talking with your Mr. William Thum over the telephone. I have been sick in bed with the grippe since Saturday morning and in fact am b now in bed, but fortunately have a telephone connection with my bed room which enables me to talk with you. I expect to be up and around again tomorrow. Had a temperature of 104 that madd it interesting for me for a while.

Confirming my telegram will say that I coincide with your letter in every way in that I intended that you should have absolute control of the property, also all improvements, title and sale. That I was to trust your judgement in the matter of improvements, sale, and everything else relative to the enterprise, it being understood that I was to bear no loss in case of failure and I was to share only in the net profits, which net profits I considered would be the property and cash after you had received all of your money that you put into the proposition, with interest.

As per your request I forward to you a copy of my original letter to you and I feel that the contract which I drew up embodies everything in that letter, but if it does not you may change it to suit yourselves.

You misunderstood me if you understood that I did not have control of the Parke Ranch. As soon as I am on my feet again I will furnish you sufficient evidence to show you that I did control and have controlled the Parke Ranch for several months.

You will remember that my answer regarding the Parke Ranch was based on your question as to whether I would claim any commission on the deal if Mr. Heisler had come down and secured an option on the Ranch without my knowledge. Now as far as Heisler is concerned if he has any kick coming and you feel that he should be apdi anything I will pay it. It looks to me like a sort of hold up to expect any commission at this stage of the game on the Parke Ranch Our original Parke Ranch transaction was discussed some nine months ago and the question now to be answered is "What is the time limit of an agent to the right to claim commission on property?" Ask Mr. Lockwood.

The Parke Ranch is the only property on which I could possibly pay him commission as this is the only property that was sold outright at an agreed price on which I was entitled to any commission. This you well know.

As stated before I am willing to pay Heisler something for commssion on the Parke Ranch if you thing he is entiteld to it, although I do not see how he enters into the deal at all at this stage of the game, but I want you to understand, gentlemen, that as far as the other properties are concerned you gentlemen will personally have to satisfy Mr. Heisler as I cannot consider for one moment the idea of allowing him to enter into the deal or share in any way with me.

I certainly claim that the agreement should read "Whereas Ed Fletcher has control of the Parke Ranch" instead of, as you suggested, "Ed Fletcher will do certain work relative to the purchase of certain properties, for the Parke Ranch is an entirely separate

deal and not to be included with the other options.

Referring again to commissions will say that I am receiving no commission or recompense of any kind on any of the other properties and it would be money out of my pocket if I were to pay Heisler.

Mr. William Thum made the remark the other night that if I had not reported the $250 extra profit on the Parke Ranch he would have lost faith in me. I did not pay any attention to the remark at the time but since then, on thinking it over, it would seem to convey the idea that you expected me to turn the Parke Ranch in at actual cost. I have never intentionally represented to you that such was the case. I supposed you knew that I was making part of the commission on the deal. When it came to closing the transaction with Mrs. Parke we were enabled to reduce the price $500 through the efforts of Mr. Stearns and I would not take the extra $250 without your consent.

There are two other parties sharing with me the extra commissions. They are Mr. Charles R. Fletcher , the man who first put me on to the Parke deal and F. W. Stearns, agent for the Parke Ranch. I did not go into detail with you relative to this as I had not thought it necessary, but for fear of any misunderstanding or that I might be put in a false light in the future is the reason for my explanation.

I will meet you in LosAngeles on Thursday morning.

Believe me,

Yours very truly.

Copy

February 23, 1906.

Messrs. F. & W. Thum Co.,

Pasadena, Calif.

Gentlemen:-

Enclosed find copy of the Allen option on the Folsom property. Mr. Allen, you will remember is the man who controls the majority of the stock of the El Cajon Raisin Co. with me.

Since writing you about the Shearer tract I feel that we misinterpreted Mr. Shearer's letter. I believe the whole tract cost $7500. That includes the 160 acres that we want, also the 40 acres of grape vineyard which I have charge of. This would put an entirely different complexion on the matter. As you say a little later we had better go back to Shearer with a proposition of $15 or $20 an acre.

You see we only offered him $10.00 an acre and perhaps it made him a little sore, as the property undoubtedly cost a great deal more than that. In a few days I will have Mr. Gross do this.

Of course Mr. Shearer owns a piece of land that we ought to get, even if we have to pay $30 an acre for it. Your idea of a trade is good, providing we cannot buy it at a reasonable price. That however, is a matter for after consideration.

You have no doubt by this time received a copy of the Hawley Option.

I had a talk with John Gay the millionaire who bought the Lakeside property. I believe that I could get him to pay immediately towards the construction of a boulevard along those bluffs and also get the county to assist in the building of that

road, the idea being to construct a boulevard about three miles in length the entire distance of the bluffs to connect with the E. W. Scripps road at Fanita.Ranch. It is also a direct road to Lakeside. In that way your property would be adjacent to a thoroughfare to the back country which would increase the value of your property very materially. What is your idea on the subject? If it interests you at all I will take it up with the Supervisors with whom I have considerable influence.

Mr. Gross and myself have taken in Lots 7 and 8 in Block 28 and Lots 7 and 8 in Block 27. On these lots as well as Lots 1 and 2, in Block 24 there is considerable disintegrated granite and a large amount of rock which would be good for jetty purposes. As I told you this property described above is not part of the Villa Caro Ranch but Mr. Gross and myself wanted to control it on account of thegranite and rock so that we would have no competitors. Our owning this property will in no way conflict with your interests. If there is ever any conflict we will make arrangements to turn the property to you at a price that I feel sure will be satisfactory, but the disintegrated granite and rock is the principal reason for our securing said property as that is what we wish to control.

You will please note that Lincoln Avenue which extends to the north through the Woodruff property connects with the same Lincoln Avenue that runs in a straight line east of El Cajon. I am mistaken about the Shearer property. It does not even come to the edge of the first bluff. It is the Woodruff 37.09 acres which is so valuable and the balance of the Miller property which we are buying. It makes me feel very much better indeed as the Shearer

property I do not believe can ever give us any trouble even if we don't get it. As a matter of fact the Shearer property is practically all in the valley except probably fifteen or twenty acres that runs up the slope. We can secure the whole El Cajon townsite if you want it.

Enclosed find legal description of the property to be put in the agreement with you to be made with Mr. William B. Gross and myself.

The Woodruff deal was closed Wednesday and you will receive a declaration of trust from the Union Title & Trust Company probably today or tomorrow. The title is clear in every way except that in Lot 13, Block 23, the Union Title & Trust Company, in order to protect themselves have inserted a clause to the effect that the title is vested in the Union Title & Trust Company, subject to any interest that the Villa Caro Rancho may have. The Villa Caro Rancho was a corporation existing eighteen or twenty years ago. It is a defunct corporation at the present time and they have laid no claim to this property of any kind or description. The Union Title & Trust Co., said it was simply a matter of going into court at an expense of $75 and clearing our title on that one lot or by proving that the property has been fenced for five years by simply getting parties to make affidavits to that effect. This affects this one lot only, all the rest of the property being clear.

I would have made Woodruff clear the title on that lot if it had not been that he tried to back out of the deal. He has not treated us right from the start. After the option was given and without saying a word to us he sent instructions demanding the full

amount net and without so much as paying for the certificate of title. In fact his instructions were such that he hardly gave us time to secure an certificate of title and on February 20th telegraphed as follows:

"Mr. William B. Gross,
P.O.Box 683, San Diego, Cal.
Lust recall deeds unless they are immediately taken up"
J.B.Woodruff.

I had the Union Title & Trust Co. make out a certificate of title on the property before I would allow them to pay the money.

Yours very truly,

Dict. E.F.--I.R.

February 23, 1906.

Messrs. F. &. W. Thum,

Pasadena, California.

Gentlemen:-

The concentration of the different properties which you are purchasing has caused numerous rumors and the connection of Mr. Gross in this matter has invariably come back to the Fletcher-Salmons Inv. Company, which every one takes to mean the Huntington proposition. For that reason I hope that inside of the next thirty days you will be able ti decide on what properties you desire to take in, get them under option and then allow us to publicly announce that it is the F. &. W. Thum Company on a speculation of their own that has purchased these properties.

My particular reason is that things are shaping themselves nicely relative to a railroad out that way and that will create a great deal of exitement and values will naturally increase if it is believed that Huntington or any of his associates are operating in that section.

In order to get a railroad out there it is going to be necessary to purchase considerable land, before anything can be definitely settled as to whether a railroad will be built or not. If people feel that it is simply a local proposition of your own and the purchase of these properties and that you are simply buying the bluffs and some adjacent property for that proposition alone, there will not be anywhere near the excitement that otherwise might arise. There are three or four hundred more acres that you may want to take in north of the Hawley tract to complete your proposition along the bluff. I don't, however, that it is particularly necessary. That is

of course for you to decide.

I am trying to delay the settlement of the Miller option until after the sale of the Johnson fifty-five acres with the little red house in front of our property. No one there knows of any absolute sale of property as yet while if the Miller property is paid for before the court confirms the purchase, for $2500, of the Johnson piece of land, some one might get in and over bid us and in that way take it away from us. I consider the house and barn worth at least $1000 and the half inch of water and pipe line worth $400 or $500 more, so that you are practically getting the 55 acres of land for $1000, which I consider very cheap.

Yours very truly,

Dict. E.F.--I.R.

F. & W. THUM COMPANY
133 COLUMBIA ST.
PASADENA, CALIFORNIA

Mar 8th 1906

Mr Ed Fletcher

San Diego, Cal.

Dear Sir - Enclosed please find our check # 371 on 1st Nat. Bank of Pasadena for $11471.25 to cover balance of purchase price of Hawley Land in El Cajon, 825 acres.

Kindly deposit same with Union Title & Trust Co with usual escrow instructions, making Trust deed to us.

The amount we arrive at as follows

825 acres at 15.00		12375.00
Option paid	35.00	
Acc. Lease	250.00	
5% Commission	618.75	903.75
		11471.25

Please arrange new lease with parties along lines of our conversation last night. If Mr. Hawley will enter upon further two year lease at the net rental of 6% we think it would be well to arrange for that also, reserving permission to make necessary roads

F.J.

Yours respectfully F & W Thum Co

$25

WILLIAM THUM,
PASADENA CALIFORNIA.

May 11, 1906

Ed. Fletcher
San Diego Cal

Dear Sir

Some days ago we noticed that we overpaid the amount of option money ($25.00) on Miller Ranch, to day we received cancelled checks from bank and find it to be so,

Feb 20	You paid Miller option	25.00
Feb 26	Ck # 322	9025.00
	Commission deducted	475.00
		9525.00

Should have been only $9500.00

We did not get copy of letter of instructions to Title Co. Please look it up, or rather have it looked up.

Yours truly
J. W. Thum Co

(3)

WILLIAM THUM,
PASADENA CALIFORNIA.

June 15 '07.

Ed. F Fletcher
San Diego

Dear Sir:-

In regard to the letter sent you by P. A. C. Wilson giving price of $3000.00 for the 110 Acres just west of the Parke Ranch. We are not so sure that the land is worth $3000.00. We believe the fact is, although we never told you so before, that the only way we can make our purchases worth anything is to put every penny that The F & W Co takes out of the proposition back in again, saving interest. Put it all back in the way of roads, parks, schools, public utilities &c. This applies to your interest only so far as good business principles require, but it applies to our company till the last lot is sold and the last dollar put back. We (our company, not you) do not expect to make any other profit than to gain the pleasure of doing something ~~good~~ pleasant. This is the reason we put into the Thum-Fletcher contract that you shall not have

WILLIAM THUM,
PASADENA CALIFORNIA.

any interest in the public utilities. We expect to have to expend all our part of the profit on these public utilities, and of course, we do not expect any profit out of them; you would be awfully disappointed and dissatisfied if you were interested with us in this branch of the enterprise. Presume you have been thinking that we wanted the water, electricity gas &c all to ourselves so that we could have all the profits, while the probable truth is that your fourth of the profit will depend altogether on the extra work we may do with our share of the profit.

No, we do not want Wilson's land, but we would be pleased to see some one buy it who can afford to hold it and fall in line with our proposition, Nothing would please us better than to have Mr Hearsten buy it or Mr Scripps.

This is not a pessimistic letter, I would holler for joy if we could start to build on the bluff to-morrow. Yours truly

For Thum Co

(written in long hand)

WILLIAM THUM
Pasadena, California

June 15, 1907

C
O
P
Y

Ed Fletcher
San Diego

Dear Sir:

In regard to the letter sent you by P.A.F. Wilson giving price of $7000 for the 110 acres just west of the Parks Ranch. We are not so sure that the land is worth $8000.00. We believe the fact is, although we never told you so before, that the only way we can make our purchases worth anything is to put every penny that the F. & W. Thum Co. takes out of the proposition back in again, saving interest. Put it all back in the way of roads, parks, schools, public utilities, etc. This applies to your interest only so far as good business principles require, but it applies to our company til the last lot is sold and the last dollar put back.

We, (our company, not you) do not expect to make any other profit than to gain the pleasure of doing something pleasant.

This is the reason we put into the Thum-Fletcher contract that you shall not have any interest in the public utilities. We expect to have to expend all our part of the profit on these public utilities, and of course, we do not expect any profit out of them; you would be awfully disappointed and dissatisfied if you were interested with us in this branch of the enterprise. Presume you have been thinking that we wanted the water, electricity, gas, etc. all to ourselves so that we could have <u>all</u> the profits, while the probable truth is that your fourth of the profit will depend altogether on the extra work we may do with our share of the profit.

No, we do not want Wilson's land but we would be pleased to see some one buy it who can afford to hold it and fall in line with our proposition. Nothing would please us better than to have Mr. Marston buy it or Mr. Scripps.

This is not a pessimistic letter. I would holler for joy if we could start to build on the bluff tomorrow.

Yours truly,

F. & W. THUM CO.

May 25, 1909.

F. & W. Thum Co.,

Pasadena, Cal.

Gentlemen:-

GROSSMONT PARK.

We are incorporating now. We will have all the plans for the Inn out by the time you come down, including prospective. We are putting on concrete work for the sump. I can take the $5000, any time you give it to me. Will have $5000 worth of stock issued to you in your name and also put up $5000 in addition of my own stock, if desired and then some more if you want it.

PINE HILLS

Mr. and Mrs. Gilmore, Dr. F. R. Burnham go up in one car, leaving here Saturday afternoon at 2 P. M. U. S. Grant will take his car also. It is all arranged so I hope the three Thum Bros will be ready to go at 2 o'clock Saturday afternoon. We will stay up there over Sunday and come back some time on Monday.

Yours very truly,

EF-FS

Sept. 7, 1909.

F. & W. Thum Co.,

Pasadena, Cal.

Gentlemen:-

I received Saturday a letter and contract from Mr. Huntsberger and was certainly surprised that he did not have the courtesy to wait the arrival of the copies of my letters of February 5th 1906 before mailing the papers. The letters I forwarded certainly speak for themselves but leaving that entirely out of the question, I desire if it is possible, to convince you that I am square and have never intentionally cheated you out of a cent.

I have purchased Mr. Gross' one-half interest in the Woodruff and Marshall property, paying him what it cost and interest, together with one-half my profits derived from the sale of that individual property under our contract, providing same is not objectional to you. I agreed to turn this property over to you if you wanted it and as you now want it, I herewith enclose a Grant Deed to same to me from Mr. Gross for his interest, also a Grant Deed of Mrs. Fletcher and myself to you, covering Lots 7 and 8 in Blocks 27 and 28 also Lots 1 and 2 in Block 24, all of El Cajon Heights, Rancho El Cajon.

I believe you want to be fair and wishing your continued confidence, I desire that you record those deeds and hold the property described above, if you think it right, to be

held in trust as syndicate property as per our contract of February 12, 1906.

That being settled, in justice to all, I now submit the following, which I consider absolutely fair. First, that the syndicate pay to Ed Fletcher, the cost of the Marshall and Woodruff properties. Second, that we leave to arbitration the question of the syndicate interest in the 101 acres of the Park Ranch as well as the balance of the commission received from Mr. Stearns after deducting cost of survey, commission paid Heisler and Charles Fletcher, also $250 additional agreed on. In case I lose, I pay the syndicate the balance of cash commission and damages, to the extent of value of said 101 acres at the time of purchase. It might be possible to get the land back again but if it costs me my all and the decision went against me, I would do my utmost to make you satisfied of my integrity. I appreciate the fact thatyou conceded Mr. Gross and my right to purchase the land as described in the above mentioned deed as per Mr. Huntsbergers letter but as I told you, the day you all were here, if I had had it to do over again, I would have explained the whole transaction at the time and then this question would never have come up. I believe we can agree on a statement of facts in the matter of arbitration and why could not Mr. M. T. Gilmore and George W. Marston be chosen to decide and if they cannot agree , let them call in a third party.

Mr. Huntsberger questioned my statement about ever having any idea of securing the 101 acres before our contract was signed. Mr. Stearns had forgotten if he said he did not remember. He did

not deny it to me, as a matter of fact, I was so sure of getting it through Mr. Fisher that I accepted $50 in 1905 from Mr. Ed Fletcher of Worcester, Mass. who was here, said $50 being first payment for an interest in a granite quarry I was to develope on the 101 acres and I have the signed contract and check of returned money and interest paid in 1906 to show you if desired.

Now the signing of that contract Mr. Huntsberger sent down in connection with his letter that came, would make me out a self-confessed criminal in my own estimation if no one else's and I again state with all the force of language, I am not guilty of any attempt to intentionally rob you out of anything. If you do not believe it, it is now within your power to close the syndicate agreement and I would wish it closed as well. If the account is to be closed, I would appreciate it to have a chance for a reasonable length of time to sell it either as a whole or in parts, at a price you may set on same and if I accomplish nothing, within a reasonable time, then on say 60 days notice in writing, you may proceed to dispose of the property yourself and give me what may be coming as per contract. The above to apply at your option whether we arbitrate or not.

As long as you people feel that I deliberately sought to swindle you out of the 101 acres, I must balk. If you feel that I did wrong but was sincere in my belief that I was entitled to what commission and land I got and I hope you do feel this way, then I insist on making you satisfied and you should give me the privilege. You may say that a deed to this property may satisfy

you but it does not satisfy me. You have the Woodruff and Marshall lands now as an earnest of my good faith and I want you to have the 101 acres or its equivalent as previously mentioned if it belongs to you. If it is yours then you should rightfully pay for the Woodruff and Marshall lands what it actually cost.

All the above is in answer to your demand that I sign that contract. As to the moral obligations that is entirely separate and you know how I feel if I did not have an option on the Park Ranch from October 1905. Mr. Huntsberger says I did not. Mr. Stearns that I did. Everything hinges on that. One thing I know I believed I did.

Yours very truly

EF-FS

Jan. 25,1910

F. & W. Thum Co.,

Pasedena, Calif.

Dear Sirs:-

Referring to your letter of Sept. 25th wherein you claim that I kept all the $500.00 extra commission on the Park Ranch will say the following are the undisputed facts: First, Mrs. Park make a price of $15000.00 less ten per cent commission or $1500.00.

My contract with Mr. Stearns called for one half of the commission going to Mr. Stearns or $750.00. This agreement was drawn up Oct. 5, 1905 and in January 1906 when I told Mr. Stearns I was only getting $14,500.00 for the property, he agreed to accept one half of the balance of the commission or $500.00 as the net price to Mrs. Park was $13,500.00.

In talking it over together with Mr. Stearns, either he or I, I don't remember which, suggested that Mrs. Park be offered a net price of $13,000.00 for the property. A telgram was forwarded making an offer and she accepted it. If she had not reduced her price to $13000.00 net, Mr. Stearns would only have received $500.00 commission and I would have received $500.00 in addition, but the reduction in price, or commission or anything you might [illegible] $1500.00 [illegible]

the money and gave me a check for what was coming to me. This your Mr. Huntsberger will confirm. Mr. Stearsn was not being paid a dollar to represent Mrs. Park's interest and was in on a real estate deal with me; and under the circumstances I cannot understand why you should make a statement that it would be common embezzlement for Stearns to take it from Mrs. Park.

As stated before, when I originally made the deal verbally with you, the amount being $14500.00, I had just $500.00 to count on as an offset to that $500.00. I was compelled to pay over $100.00 for the certificate of title which you said you wanted in place of an abstract, as well as settle with both Fletcher and Hisler; and not knowing what kind of a settlemtn I could make with both of these gentlement, I did not consider it at that time that there was much if anything in the nature of profit coming to me out of that $500.00.

By good right, Mr. Fletcher, the man who put me on to the proposition first, should have had much more than he did; and as far as Hisler is concerned, you know that part of the deal and it is unnecessary to go into it any farther.

When I found out that Mr. Stearns had secured the property at a price to give $1500.00 to be divided between us, I wrote you of the additional $250.00 profit that I was making, and I was absolutely sincere and straightforward in the matter

as regards that $250.00

I deny absolutely that I ever made the extra $500.00 commission myself to Mr. Stearns securing anything, and I can not understand how you can interpret it in that way. You say that Mr. Fitzgerald did change the agreement to a net price of $14,500.00 on his own initiative. I can simply answer this by saying that I consider it a broad statement for you to make under the circumstances and charity demands that you give me the benefit of the doubt, for I cannot conceive how Mr. Fitzgerald would even draw up a contract such as he did without having an understanding or instructions from you.

I can only reiterate that I believe that the agreement between Mr. Stearns and I of Oct. 6, 1905 constituted a partnership to the extent of the selling of the Park Ranch, that he for his part was to secure an option and hold same on the property and that I was to sell the property, the cash commission to be divided between us and I to have a hundred acres in addition.

Mr. Stearns did his part of it and I did mine, and as I had not been in the real estate business but six months and had never had anything to do with real estate up to that time excepting for a period of six months, I had every right and reason to believe that we had a legal right and option on the Park ranch from

Oct. 6, 1905, and whether you believe we had the option or not certainly there is enough evidence to warrant that, I not being a lawyer, had my grounds to believe the option was legal. And believing said option to be legal, I was sincere in the matter.

Attached hereto is a copy of the legal agreement between Mr. Stearns and myself. It shows that even at that time I considered that Chas. Fletcher was entitled

F. & W. THUM COMPANY
123 COLUMBIA ST.
PASADENA, CALIFORNIA

4/2/1910

Ed. Fletcher
San Diego

Dear Sir: We have yours of the 1st enclosing reply from Mr d'Hemecourt for which we thank you. There seems to be a mistake somewhere still. We bought western part of lot #3 on May 12, 1908 for the purpose of inducing Mr Ballantyne to join us in putting Alta Drive through it and connecting up with Vine St. Vine Street is 60 ft wide between lots #1 & #2. Alta Drive in lot #3 was fenced in 60 feet wide long before we bought the 30 foot strip. The map on Cert. of Title #1446 dated 6/8/08 of S.D.T.D.& Tr Co, shows Alta Drive in lot #3 as being 30 feet on each side of our east property line.

If as Mr d'Hemecourt says there are only 15 feet between center of Alta Drive (in lot #3) and the 30 foot strip then there is an offset of 15 feet in this strip at Prospect Ave. No such offset shows in the Cert of title covering the 30 foot strip (Certif #18759 dated May 25, '09 U T & Tr Co)

F. & W. THUM COMPANY
123 COLUMBIA ST.
PASADENA, CALIFORNIA

In May 1908, a year before the 30 foot strip was bought of you would hardly have arranged for a 30 foot roadway through lot #3 (and #2) to meet Vine Street which is 60 feet wide. Ballantyne certainly could have given and probably intended to give 30 feet for his half of Alta Drive in lot #3 because he was sure of gaining that much land in the closing of Fairclaw Avenue which would naturally follow the opening of Alta Drive.

It cannot make much difference to us either way. It is but lawyer that we know just how it all is, so that we can put our records into shape to stand ~~of~~ on if necessary. Every one concerned wants the road.

As the road through lots #3 & #2 was fenced off 60 feet wide before we bought the 30 foot strip, the fence must be located in the middle of the strip.

#3

F. & W. THUM COMPANY
123 COLUMBIA ST.
PASADENA, CALIFORNIA

The legal status of the road where it runs through the tongue of lot #2 may be only a matter of permission on the part of Ballantyne or his successors in ownership.
We enclose the blue print for reference.

We would like to know whether there is a 15 foot offset in the 30 foot strip at Prospect Ave.

Also whether Ballantyne has dedicated roadway through lot #2 (and #3) (We can find this out from him if necessary)

Also whether Ballantyne received any benefit from the closing of Fairview Ave and Prospect St. so that he could afford to dedicate land for Alta Drive.

After we know what there is to learn, it might be a good plan for Ford & I to meet Ballantyne next time I go down.

Yours truly F & W Thum Co

April 26, 1910

Messrs. F. & W. Thum Company,

Pasedena, California.

Dear Sirs:-

Confirming my verbal conversation with Mr. William Thum, in case I am lucky enough to have charge of the management and development of the Cuyamaca Grant and other forests ofmtimber that may be acquired, my idea will be to conserve for the best interests of all, said forests. At all times,mypolicy and influence will be to see that notrees are cut down except those that are mature and for every tree that is cut, two shall be planted.

If I am fortunate enough to become the manager of the San Diego Flume Company, I shall use all my influence with Mr. Murray forthe best interests of the entire county, particularly those under the system, and while I do not believe in giving anything to anyone for nothing, yet I am convinced that I understand Mr. Murray and his ideas, and that bythe securing of the San Diego Flume Company through Mr. Murray, the people under the system are very fortunate indeed; and whether it be by a later organization of a mutual water company or whether Mr. Murray develops it with his own money, in either case, I shall to the best of my ability strive for right and justice as be-

tween man and man.

I am convinced thatthis will be a turning point in my life and that I will be in a position tondo a vast amount of good and shall take pleasure in so doing, in case Mr. Murray secures the San Diego Flume Company and puts me in as manager of same. Mr. Murray has agreed to put up $100,000.00 and has put it up to me to raise the rest. Everything depends upon your coming to my assistancea at this time.

Yours very truly,

EF-BO

April 30,1910

F. & W. Thum Company,

Pasedena, Calif.

Dear Sirs:-

I have received today a price of $175,000.00 less 2% commission on acres of land composing the Cuyamaca Grant and practically all the timber in that section. There are several thousand acres of good farming land including apple land.

I am forming a syndicate to take this proposition over. I expect Mr. Murray and his friends will take at least one half of it. Terms of payment one half down and one half in one year with 5% interest net.

Anyone going into the syndicate must agree that no timber is to be cut except with consent of the Government forester who will designate what mature timber should be cut and for every tree that is cut down at least two shall be planted the same year.

With purchase of Cuyamaca Grant unquestionably there will be a railroad built to Cuyamaca Lake in the near future. I am of the opinion that this property is easily worth $2,000,000. as a business proposition when a railroad shall have been com-

Thum Co. #2

pleted and can be made a fine business proposition. In addition, we can do unestimated good to San Diego countyby maintaining the growth of the timber and conserving the water shed of this section.

Yours very truly,

EF-BC

June 4,1910

F. & W. Thum Company,

Pasedena, Calif

Gentlemen:-

I have an option on the Kelly Ranch of 5000 acres. The property adjoins Pine Hills on the south andextends in one unbroken tract to Cuyamaca Lake having a quarter of a mile of water frontage on Cuyamaca Lake.

It includes about 3000 acres of oak and pine timber a good part of it on the North Cuyamaca Mountain. There are three living streams the year round. There are 1000 acres of good farming land if cleared somethat, particularly apple land.

I have an option for $50,000.00 but it can be bought for $45,000.00 cash and perhaps better than that. Mr. Murray has agreed to take a quarter interest. I would want any one who went into the syndicate to agree to cut down only mature trees to be selected by the government forester, and for every tree cut down, we would plant two more.

The Board of Supervisors have definitely agreed to bridge both the Boulder and Cedar Creeks. I am confident now of putting through the Eagle Peak road. It is only five miles from Pine Hills to Cuyamaca Lake if contour roads such as we built on Pine Hills, was built through to Cuyamaca Lake. The Eagle Peak road when reconstructed will shorten the distance

eleven miles from San Diego to Detricks as compared via Ramona, and it will shorten the distance to Cuyamaca Lake very materially, as compared to Descanso.

I can get #200000. out of the property in five years without a railroad, and then if Mr. Murray developes elctric power and builds a railroad up there, the property will be worth a half million dollars.

Would you consider taking a fourth or half interest in the property? I would want 25% of the net profits for turning the property in at actual cost, management, development and sale of the property. I have one party who will take 100 acres as a pleasure proposition. It will be simply ideal as it is the wildest section of San Diego County looking down San Diego River to the sea from an elevation of 4000 to 5500 feet. It will be themost scenic road that we have through Pine timber and oaks looking to the ocean.

The beauty spots in timber I would favor selling out in 50 to 100 acres tracts with the reservation that the property reverts back to us if any timber is cut. This land would cost, roads built and surveyed, not to exceed $12.00 to $15.00 an acre and can be pushed right off at from $50.00 to $100.00 an acre.

Around Cuyamaca Lake there is 1000 acres adjoining the Lake which belongs to this same Kelly ranch that can be

cut up in one acre tracts and we can make Cuyamaca Lake a famous resort.

My idea is within the next two years to get this road built and run an auto stage daily direct from Lakeside to Cuyamaca Lake thereby making the whole proposition more accessible.

If you care to consider this, I would be glad to see you in regard to the matter. Besides Mr. Murray, I have interested Mr. Fay of the Fay Fruit Company of Los Angeles, who I think will take a fourth interest. Your fourth or half interest could be deeded to you direct or it could be deeded to Southern Trust and Savings Bank or any trust Company in trust and sold subject to mutually satisfactory prices and conditions. Would be pleased to hear from you on the subject.

Yours very truly,

_____

June 6th 1910

F. & W. THUM COMPANY
123 COLUMBIA ST.
PASADENA, CALIFORNIA

Mr. Ed. Fletcher

San Diego, Cal.

Dear Sir -

Regarding syndicate for purchase of Kelly ranch. To the writer this looks like a good and practical way to conserve the timber on a large tract of water bearing land - and he hopes you will be successful in carrying out your plans in regard thereto. It is possible that this company might consider investing in one fourth of the land in question, providing some means can be provided to segregate its portion of the land. Also it could not enter into any arrangement with the other owners for the common improvement of the property other than the necessary roads which would run through it. This company also could not enter into any agreements in regard to the sale of the property. It would want to pay you the regular commission for such class of property providing the present owners do not pay it. This company would not care to subdivide its land but would sell it to such party or parties as would agree to subscribe to your forestry regulations. If you do not find other parties who are more in accord with your plans you might let us know and we will consider taking a fourth interest.

Yours respectfully F & W Thum Co

Copy

Los Angeles, Cal. June 10, 1910.

F. & W. Thum Co.,
Pasadena, Calif.

Gentlemen:-

In case you will purchase a half interest in the Kelley Ranch, I agree to the following:

At the earliest possible moment to have the property sub-divided so that you may have a deed to your half interest. We can go up there together and agree on the sub-division I am sure, but if we cannot, let us have with us anyone of the Pine Hills directors that you may see fit and his decision will be final as to an equitable sub-division of the property.

It is just possible that we can agree on the sub-division of this property before the 1st of July 1910 - in which case, property can be deeded direct to you - at least that portion that is coming to you instead of taking an undivided half interest. If it seemed advisable to take a deed to the undivided half interest on July 1st, I agree to see that a sub-division is made within 30 days thereafter from date, at your convenience.

I will within two years from date of July 1st, 1910, take over half of what you may buy, paying you cost and 6% interest. The above at your option, and in the question of re-subdivision in case you elect to have me take over half of what you buy, we can arbitrate the question of sub-division as originally outlined in this letter. It is understood and agreed that we will allow no trees to be cut except with the consent of the government forester, and in deeding the property, these same conditions will apply, the idea being to conserve forever the timber land for the benefit of the water shed of San Diego County. I will agree to the same provisions as outlined above and I am sure the other owners will do the same.

Yours very truly,

June 11,1910

F. & W. Thum Co.,
Pasedena, Calif.

Dear Sirs:-

Have just received telegram from Mr. Murray to the effect that he will send me the money for one fourth of the purchase price of the Kelly ranch. It will only take about $19,000.00 to swing the Kelly deal and I will agree to sell or purchase one fourth of the property within three months from date if you desire me. So please do not fail me on the proppsition.

I shall try to get the price reduced some more for spot cash. In the meantime I pledge you my word to do everything a human being can do to sell anoth quarter interest, so please write me that you will help me out in case I fail so that I can have three months in which I can either buy or sell to someone else the fourth interest you do not care to keep.

Yours very truly,

June 24th 1910

F. & W. THUM COMPANY
123 COLUMBIA ST.
PASADENA, CALIFORNIA

Mr Ed Fletcher

San Diego Cal

Dear Sir.

Mr Hunsberger will have our escrow instructions and a tree saving clause prepared to-day and will mail same direct in order to save time. The way this paper is drawn it will be necessary for all parties to sign it and it will require some quick work on your part to get the signatures in time.

No one participating in this deal should offer any objections to the Conservation Clause - if any one does then such person is not a fit party to enter into this proposition.

Since speaking with you on Tuesday evening it has occurred to me that the fourth interest retained for the present by the Kelly's, being agricultural lands is much more valuable from a money stand point than the wooded hill land, and is no doubt so considered by the Kellys. Now if this is the case - you should have no trouble in finding a purchaser at least before your 90 day option expires and then you could bring the one fourth interest into the proposition. The agricultural land being more valuable would be partitioned off at a higher valuation and this would increase the average of the

F. & W. THUM COMPANY
123 COLUMBIA ST.
PASADENA, CALIFORNIA

confining their holdings to timber land and this in turn means more Conservation. It would be valuable for us to have this last 94 A brought into the conservation proposition as there must be a part of it at least in timber — and the more timber we can save the better.

It has occurred to me that perhaps Mr Hugo Thum would be interested in the mould or agricultural under. It would be a good thing to have him over that way as he of course would be in hearty accord with our conservation plans. We will write him about it and if can interest him before you dispose of it will let you.

We hope you will have no trouble in signing up your partner. We feel that with a larger number of owners, some of them go into the deal as a money making proposition, the tree conservation will be lost sight of to a large extent — and the tree conservation is the only thing that we are interested in. It is for this reason that we incorporate the tree clause in our Crown restrictions.

Yours respectfully
F. W. Thum Co.
F.

Sept, 24, 1910

Mess. F. & W. Thum Co.
Pasadena, Cal.

Gentlemen:-

Answering yours of September 16th will say a fire break from Pine Hills to Cuyamaca Lake in the nature of a road will serve the best possible use. The Palomar fire did not amount to anything. I am not in favor of allowing anyone to shoot on any of the land that we control excepting by special permit and unless I hear from you to the contrary., no one will be allowed to shoot on your land. Would it not be well to put signs up after the road is built. I have just spent three days up in that section. Kelley said that he would withdraw his proposition about building the fence unless it was accepted immediately, so I took Mr. Post up there and had him survey the line between you and Kelly. It is already brushed out and I wish your authorization to ship the wire up there; the understanding being that Kelly does all the work and you to deliver the wire on the ground. I will only need about 10 or 12 bales of wire.

Please let me hear from you on the subject.

The Highway Commission surveyors are now on the ground surveying around the North side of the Cuyamaca Lake. I wish Mr. Hugo was here. I have an option on the property owned by the Saw Mill, however including the Saw Mill of $14.00 per acre it is a good buy. I have just found out

Sept, 24, 1910

F. & W. Thum Co. #2

I have just found out that they have been stealing timber off of our land and it is a crime the way they are logging. I will explain it to you in person later.

I acknowledge receipt of your check for $400.00. The road has been brushed out at Azalea Creek and $400.00 will cover everything to be expended at present to that point.

I am now waiting for the Highway Commission Engineers to furnish me with a map and establish corners, so we can know exactly where we are at. This will save us considerable money in surveying expenses. We have done a wonderful thing for Southern California, if we never make a cent out of the proposition, but I am convinced we will make three for one anyway, if you care to allow me to dispose of it later on.

Yours very truly,

EF/CD

Nov, 30, 1910.

Messs. F. & W. Thum Co.

Pasadena, Cal.

Gentlemen:

Answering yours of the 28th will say that your letter was forwarded to Mr. Jas. Valentine, Santee. He is in a hole and is just finding it out. He has signed a map dedicating your 30 ft. strip as a street and swears that he is the owner on the certificate when the map was filed. He is holding up the Highway Commission in the matter of a road from Santee, east of the Cuyamaca Railroad track, toward Lakeside, therefore, we have very little sympathy for him. I would suggest that you send another letter by registered mail to Mr. Valentine instructing him to file a new amended map, showing that he does not own that 30 ft. but in justice to Valentine I would suggest that you offer to join in with him the dedicating the roads running east and west through the 30 ft. strip so as to get an outlet on to the county road as now constructed running North and South which we built ourselves. Your records will show that we agreed to give him and outlet on to this road in consideration of his selling the 30 ft. strip. If you should dedicate that 30 ft. strip as a street, the road would be 90 ft. wide according to the records. When Doolittle planed the

Nov 30, 1910.

grape vineyard and that row of Cypress trees, they never conceived the idea of that being a street, so we had to the formality of closing the street

Nov, 30, 1910.

grape vineyard and that row of Cypress trees, they never supposed that would remain a street and di not go through the formality of closing the street. They planted the Cypress trees in the center of the 60 ft. St, and the records still show that 30 ft. of their vineyard and hedge of Cypress runs through the center of the Street and we graded on the other 30 ft. Regarding Valentine hay will say that I was willing to take care of the matter for nothing, but if you want to send $.50 a ton for commission, this will be satisfactory.

When are you coming down?

Yours very truly,

EF/CD

CORPORATION AND ADMIRALTY LAW.
ATTORNEY CRAIG SHIP BUILDING CO.

TELEPHONES
HOME EXCHANGE 277
SUNSET MAIN 1583

I. N. HUNTSBERGER
ATTORNEY-AT-LAW
NOS. 705-707 GRANT BUILDING
COR. 4TH AND BROADWAY
LOS ANGELES, CAL.

June 24, 1910.

Colonel Ed Fletcher,

San Diego, Cal.

Dear Sir:-

I herewith enclose you copy of agreement for Kelly ranch. You can fill in the general description for the entire ranch in the blank spaces. If you have any suggestions or amendments, please let me hear from you as soon as possible, and send me copy of the general description.

The Thum brother feel that it is but fair to assume that the one-fourth remaining unsold is of greater value than the mountain land, and that the price paid by the three-fourths interest is proportionately greater than its true value. For this reason and for the purpose of bringing as much acreage as possible under conservation, they think you should sell only so much of the 4th quarter, as is necessary to complete the purchase price of the ranch, the remaining unsold portion of the 4th quarter to be then equally distributed among the other three interests, to be governed by the same restrictions as the balance of the land.

If there is practically no timber land on the quarter, then the whole of it could be sold and any surplus remaining after the ranch is paid for, including a fair commission to you, could be applied either to the purchase of additional timber land, or be applied to the building of the necessary roads to improve the property. This can be incorporated in a separate agreement between you and the party buying the three-fourths. Please

CORPORATION AND ADMIRALTY LAW.
ATTORNEY CRAIG SHIP BUILDING CO.

TELEPHONES
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SUNSET MAIN 1583

I. N. HUNTSBERGER
ATTORNEY-AT-LAW
NOS. 705-707 GRANT BUILDING
COR. 4TH AND BROADWAY
LOS ANGELES, CAL.

let me know whether this will satisfactory to you.

Yours truly,

I. N. Huntsberger

CORPORATION AND ADMIRALTY LAW.
ATTORNEY CRAIG SHIP BUILDING CO.

TELEPHONES
HOME EXCHANGE 277
SUNSET MAIN 1583

I. N. HUNTSBERGER
ATTORNEY-AT-LAW
NOS. 705-707 GRANT BUILDING
COR. 4TH AND BROADWAY
LOS ANGELES, CAL.

June 28, 1910.

Union Title & Trust Company,

San Diego, Cal.

Dear Sir:-

We herewith hand you check for $9,850.00, together with contract between us and Ed Fletcher of your city, providing for the purchase of the land therein described and under the conditions therein set forth for the consideration of $29,550.00. You will notice by the contract that 1200 acres of this land is to be ultimately conveyed to us, and we desire, if possible, that a separate certificate of title for this part be made with the consent of the present owners thereof, who are to furnish the same. The title to this part is to be clear, free and unincumbered, except for taxes for 1910-1911, and the right of way for a ditch granted to the San Diego Flume Company, recorded in Book 232, page 155 of deeds, and no mortgage thereon is to be given back to the present owners for any part of the purchase price.

If there is ~~no~~ additional expense involved in making a separate certificate of title for this part, and the sellers are unwilling to pay the difference, please advise us what the difference will be, and we will then advise you whether to make separate certificate or combine all the land in one certificate. We shall be satisfied for Mr. Fletcher to accept any certificate of title satisfactory to him covering the rest of the land which is to be conveyed to him or his assigns under the contract.

As soon as you have been furnished with such certificate of title and with duly executed grant deed or deeds to you for all the land

CORPORATION AND ADMIRALTY LAW.
ATTORNEY CRAIG SHIP BUILDING CO.

TELEPHONES
HOME EXCHANGE 277
SUNSET MAIN 1583

I. N. HUNTSBERGER
ATTORNEY-AT-LAW
NOS. 705-707 GRANT BUILDING
COR. 4TH AND BROADWAY
LOS ANGELES, CAL.

covered by the contract, you will please turn over the $9,850.00 to the owners and record the deeds.

We desire that you endorse on the enclosed contract your acceptance of the trust therein set forth and your agreement to perform the same, and acknowledge the same so that the agreement may be recorded if desired. Mr. Fletcher will come to your office and execute and acknowledge the same so as to make the matter complete.

Our reason for having all this land conveyed to your company is that we desire to have the whole body of land held as a water conserving area under mutual conditions and restrictions, and this could best be done by arranging for a reversionary interest in some one connected with the chain of title, so as to enforce forfeitures in case of breach and regain possession of the land, so that it can be disposed of by the joint action of all the parties in interest.

Trusting that you will consent to act, we are,

Yours truly,

J. & W. Thum Co.

J.

Dec, 6, 1910.

Mr. Ferdinand Thum

Pasadena, Cal.

Friend Ferdinand:

I have been trying to get the Board of Supervisors of Pine Hills together for sometime and succeeded today. I wish you would accept service as one of the Directors. They voted to buy about 30 acres of the Tellum land at $40.00 per acre, The total assessment is for $2000.00 or $200.00 for each share. Will you and Mr. William send down each a check for $200.00 for your assessment, making it payable to the Pine Hills Ass'n. Enclosed herewith is map which is explanatory. It is ordered that we immediately survey the land and by next April it will be platted and ready for sale. I am going up there tomorrow. The road is already built through the Fletcher Canfield property and they are now working all together on the road through your property. When are you coming down?

Yours very truly,

EF/CD

C O P Y

June 8th, 1914.

Mr. Hugo Thumb,

Lakeside, Cal.

My dear Mr. Thumb:-

As you are probably aware we do not own the land on which the diverting dam is located. It belongs to the United States Government and is in an Indian Reservation which extends for eight miles up and down the Valley. In order to secure permission to build the diverting dam, this Company contracted to deliver 40 Miners Inches to the Indians perpetually. We have no objection to furnishing this water and have been doing it right along so long as it is flood water, but we do ~~not~~ feel it is not just or right that we should furnish this water from Cuyamaca Lake when it is needed so badly by our consumers both domestic and irrigation. As stated before the Indian reservation controls eight or ten miles of riparian lands, and not a pumping plant is installed or in operation. What we do feel, we have a perfect right to do, and it is only fair, is to pump at least enough water from the gravels into the flume to furnish the 40 inches of water under our contract with the government rather than use our storage water. In other words, the United States Government has given us permission to pump out of those gravels and there is no reason why the riparian owners below should make any objection to our pumping at our own expense water out of the Indian lands to supply the needs of the Indians rather than use the storage water of Cuyamaca Lake. If the U. S. Government saw fit, they could pump 500 inches of water out of the riparian lands

and put all the Indians in Southern California there and you couldn't stop them as long as they use it on their lands. If the riparian owners are going to object to our operating our small pumping plant during the season of the year when there is no flow of water excepting from Cuyamaca Lake, we will immediately apply to the Railroad Commission of this State asking them to take this matter up with the United States Government.

The reason for writing this letter is as follows: We desire to operate a small pumping plant on the Indian Reservation which pumps 30 inches of water to offset the needs of the Indians. If we can operate this mall pumping plant as suggested above, it means we will not have to furnish the Indians any water from Cuyamaca Lake and we are that much ahead to that extent. There is only 21 feet of water in Cuyamaca Lake, but by pumping this 30 inches of water from the Indian Reservation as soon as we commence to draw from Cuyamaca Lake, we will have enough water to give our customers on the flume line alone a 100% supply until December 15th. If you refuse to allow us to operate this small pumping plant on the Indian Reservation,which will pump 30 inches, and we would be compelled to furnish the Indian supply from Cuyamaca Lake,we will have a 100% supply only to November 15th, and we would then be compelled to operate our Chocolate pumping plant. as soon as we commence drawing water from Cuyamaca Lake,we will furnish no consumers with water from Cuyamaca Lake excepting those on the flume alone and will pump back from La Mesa Lake commencing about July 1st all the water that will be used at La Mesa, Spring Valley and Lemon Grove so as to make a 100% supply for the flume consumers

alone. I hope this matter is made plain to you and that you have no objection to our operating a small pumping plant on the Indian Reservation. An early reply would be appreciated. We have sent a copy of this letter to Mr. Liebert and Mr. Ferdinand Thum.

Yours very truly,

ED FLETCHER.

EF-BK

SAN DIEGO, CALIFORNIA, June 18, 1914.

F & W Thum Co.,

Pasadena, California.

Gentlemen:

I am in receipt of yours of June 11, and I know that you wanted to help me.

This information is confidential, but Mr. James A. Murray refused to even consider or discuss with the riparian owners the question of a compromise of their rights. I know how foolish this attitude is as well as you do, and that is the reason that I wrote such a letter as I did both to Murray and Henshaw. Henshaw is a reasonable man and understands the importance of effecting this compromise. I told him that I could do nothing with Murray, and he has written to Mr. Murray, asking him to meet Henshaw and I in San Francisco for a conference. I have not seen Murray for two months. Enclosed find copy of a letter that Murray wrote to Henshaw in answer to Henshaw's invitation for the conference. Please return it.

There is no use of my going to Salt Lake City alone, for there is no more chance of getting Murray to agree to anything without Henshaw's assistance than of keeping a snowball from melting in Hades. I will get them together soon, however.

In regard to that letter which you heard me dictate and which I sent to Murray, will say that his answer was very unsatisfactory, and he instructed me under no conditions to commit him to anything or to spend any money whatsoever. I have disregarded his instructions, and as you know Post is actively engaged in trying to effect a compromise. Did you recieve his letter on the subject?

The only thing to do is to go ahead independently of Mr. Murray and agree on something and then at the last minute get Murray to fall into line or sell to the city and have them agree to it. Now, just remember that Ed Fletcher has to be a Dr. Jekyll and Mr. Hyde. and I don't like the job, but it is the only way to get results in handling a man like Murray. Now don't you be rubbing it into me on account of the sins of Mr. Murray.

Did you receive a copy of Mr. Post's letter to me on the subject? It is true that the court has given us the right to pump water, but I told Mr. Ferdinand and Mr. Hugo that I would not pump without giving notice in advance. There will be no need of our pumping any water until next December anyway, possibly not then, as we have, I believe, 100% supply for this season, at least until the first of December.

It is my intention, however, to pump as much water out of the small pumping plant in the Indian reservation

as will be necessary to supply the Indians and no more; for I believe that we are absolutely within our rights as riparian owners in so doing, and no court on earth would stop us from pumping as much water out of the Indian lands as we turn back on to those Indian lands.

Regarding the two big pumping plants which will pump 100 inches, will say it is possible that the City of San Diego will want to operate these pumping plants as an emergency. If they do, I shall let them. The city is getting short of water, and it is a good deal better for you to let them operate these pumping plants six miles up the river than to try to stop them, for I am absolutely certain that if you tried to stop them operating up there they will purchase the El Monte ten acres and pump three or four million gallons a day out of the El Monte property, and then you will have litigation for some time to come.

With kind personal regards,

Yours very truly,

F-S

Not reviewed after dictation

Oct. 14, 1914.

F. & W. Thum Co.,

Pasadena, California.

Gentlemen:

We started the El Monte pumping plant today. It is not our intention to operate only until the rains come again, but we cannot repair our flume and run water thru it at the same time, and this is the only way to give water to our consumers from Lakeside down to El Cajon.

We shall commence immediately to repair the flume by fixing about a thousand leaks that we have, and raising the sideboards for additional flood waters. We have made no lease with the City to operate the plant, and will not in all probability this season.

In this connection I have a suggestion to make: If we will agree to stop pumping from the Chocolate plant, and only pump 40 inches of water from the Indian Reservation, will you riparian owners withdraw the other injunction suit, and stop this needless expense? As we stated to you before, in addition to the Indian Reservation being riparian land, we are furnishing under contract 40 inches of water from our flume to the Indians.

Now, we feel that we have a right to pump that water out of the Indian Reservation back into the flume, for certainly the Indians could pump 100 to 200 inches into the flume and let it come back onto their land again, and you couldn't stop them. We are compelled to take 40" of our water from the diverting dam or Cuyamaca Lake and give it to the Indians, and how on earth you can be damaged by our pumping 40" out of the Indian Reservation under the circumstances, is more than I can see.

To tell you the truth, we are not getting 20 inches of water out of the Chocolate pumping plant, after we have put $30,000 into the investment. I don't want this information given out, but all you have to do is to go and measure the water and you will see that we made one big mistake in

ever attempting to get water there; and what is the use of carrying on the suit as long as it does not do either of us any good?

When does Mr. Hugo return, and can you not pour oil on the troubled waters? If you want to do me a favor, for Heaven's sake, quit this litigation for three or four months, until we sell the system to the city, and then let the city settle this problem. I will personally appreciate anything you can do in this matter, and hope you will not bring injunction just for this four or six weeks pumping out of the El Monte plant of about 40" of water.

Can you not come down here at an early date and see the riparian owners, so that I can have a conference with them and show them that it is simply throwing away good money after bad, for no matter what they succeed in doing to us, it is only a year or two before they will have to do it all over again to the city, unless we have heavy rains.

Yours very truly,

F-S

F. & W. Thum Coompany
123 Columbia Street
Pasadena,
California

February 1st 1917

Mr. Ed Fletcher

San Diego, Cal.

Dear Sir:

In reply to your letter of the 29th ult. asking for the description of our El Cajon Lands to ascertain their relation to the greater Water District.

Instead of sending the descriptions we thought it better to send the enclosed map, as it will be easier to locate our land on the map of the District by it than by following the description of the boundaries of the District which may not touch our land at any point.

The portions included in the red lines include our joint lands and the Ballantyne and Gillen places.

Mr. Benjamin and Mr. Sullivan called on us yesterday for the La Mesa people asking us to release the La Mesa District from their contract for the purchase of the Gillen Place. Told them we would take the matter under consideration. Before we divide we will want to see you in the matter.

With kind regards we remain

Youre respectfully

F. & W. Thum Co.

Original with map sent to
F. W. Stearns, 2/6/17

F. & W. THUM COMPANY
123 COLUMBIA STREET
PASADENA
CALIFORNIA

2/2/1918

Ed. Fletcher
San Diego

Dear Mr Fletcher:

At your suggestion we have further discussed the prices submitted to you in our letter of February 25th.

You may sell the Hawley and Miller Ranches at any price, between forty and fifty dollars per acre, that you may care to and think fair to the State.

The Ballentyne at seventy five dollars per acre

The Gillen Place at any price between $150.00 and $175.00 per acre, if necessary to go below $175.00 in order to sell the other properties.

These prices are to be strictly private.

Subject to leases and taxes. No lease on Gillen Place

F & W Thum Co

F. & W. THUM COMPANY
123 COLUMBIA STREET
PASADENA
CALIFORNIA

Febr 25, 1918

Mr Ed Fletcher
San Diego

Dear Sir: In reply to your telegram. Will sell for state purposes as follows:

Gillen Place, about 200 acres at $175.00 per acre — 5% commission

Ballentyne Place, about 142 acres at $75.00 per acre — 5% commission

Hawley Ranch
Miller Ranch
Woodruff Triange
} About 1777 acres @ 50.00/100 per acre

As covered by old contract.

All above subject to any leases and 1918 taxes.

Yours truly
F. & W. Thum Co

February 28, 1918.

Mr. Hugo Thum,

Lakeside, Calif.

My dear Mr. Thum:

Enclosed find clipping showing the results of the La Mesa meeting, which will be of interest. The same thing occurred at Lemon Grove. I have tried to play the game square, and it is the greatest compliment of my life to have every one of that crowd a unit behind me. Even the City Council with its prestige and desire to bust up the meeting could not get away with it.

Now, regarding the construction of dams: The riparian owners on the San Diego River should be more friendly to us than to the City. The City intends to build a dam at the El Capitan site five or six miles above you. Our dam will be over twenty miles above you. It leaves you with a water shed of over 125 sq. mi. while we are cutting off only 22. In other words, you will have the drainage below of over 125 sq. mi. below our big dam to replenish your sands; while if the El Capitan Dam is built you will only have about ten or twelve square miles. Then again, we intend building a dam that will impound the waters in the heavy years of rainfall.

We are making surveys now, and will soon be ready to let a contract to build a dam at the Diverting Dam. I would be very glad to go with you and a committee as our guests and look the situation over, so that we can show you the dams contemplated. Can you not select a committee of riparian owners - men who are able to put aside personal bias and look at it from a business standpoint and let me take the committee up there? I should be glad to do it at any time.

The building of our dam will never affect the supply of your water in the sands, but it will hold back the tremendous flood rushes in the wettest years and stop the tremendous flood damage.

With kind regards,

Yours very truly,

CUYAMACA WATER COMPANY,

By _____

F-S

F. & W. THUM COMPANY
123 COLUMBIA STREET
PASADENA
CALIFORNIA

5/2

Dear Mr. Fletcher:

Since my preceding letter I developed a case of hemorrhoids and am now laid up watching progress to find out whether it will yield to medicine or whether I must go to hospital; a couple of days more will tell. While thus marking time I read the transcript of your and Cosgrove's testimony before the Lands Committee of the House, regarding the El Capitan Damsite question. It seems to me that you did not do the right and frank thing when you told me that the building of the new large diverting dam would still leave a free water shed, plus storm water, to fill the riparian sands below — at any rate it was a careless thing. You should have told me that you have definite plans to build the South Fork dam and the determination to do it in a manner that will take all of the water coming from above that point. Now any suggestions we make will be with a greater feeling of responsibility to the farmers. But that does not matter now, we shall suggest the best we can for all concerned and that, by the way, will be the best for you individually, in the long run, and not a very long run either.

Each additional development, as you say, can be settled with the riparian owners before it is started by you. You forgot to write me

the title of the pending suit. While we are about it we want the first draft of agreement to be submitted as nearly complete as possible. We have it all shaped in our minds now and can have it ready soon.

How is Mrs Fletcher getting along? Hope there will be no hitch in her progress.

Yours sincerely
William Thum

San Diego, Calif.
May 22, 1918

Mr. William Thum,
Pasadena, Calif.

My dear Mr. Thum:

Answering yours of the 21st, will say we have a diverting dam three or four feet high on the South Fork, which will divert a little flood water into our flume. We have no dam built and are only asking consent to build the big dam at the diverting dam. The matter of building a diverting dam on the South Fork of the San Diego River will be another consideration and taken up by itself, if we ever build it.

I think this answers your question. If not, kindly let me hear from you.

Yours very truly,

EF/bm

June 7, 1918.

F. & W. Thum Co.,

Pasadena, Calif.

Gentlemen:

Enclosed find copy of telegram of the 6th from Wm. R. Wheeler, and my reply. It looks as if the City of San Diego has commenced to see the handwriting on the wall, and sooner or later we will force them to give us a square deal.

Yours very truly,

Manager.

F-1

June 10, 1918.

Mr. Wm. Thum,
133 Columbia St.,
Pasadena, Calif.

My dear Mr. Thum:

Glad, indeed, to know that you are back from the hospital, and hope that you will soon be yourself again.

I cannot give you the elevation above sea level with any accuracy, for the reason that this matter is wholly within the jurisdiction of the State Engineer and he can change it to any height that he wants, according to the terms of the contract which Mr. Henshaw and I have signed. The dam on the Marks place, at 180 feet in height, the spillway will be at an elevation of 980 feet above sea level. This is the minimum height that we are willing to build. The State engineer may determine that there is a larger amount of water and that the dam should be built higher, and as, according to law, the whole thing is in his hands, anything that we might agree to is liable to change.

Yours very truly,

F-2

July 10, 1918.

F. & W. Thum Company,
123 Columbia Street,
Pasadena, California.

Gentlemen:

Enclosed herewith find report of meeting of Pine Hills Association.

I have an inquiry for your house and lot if you care to sell it. Let me know what it is worth. If you don't want to sell it, why not let me rent it? I certainly can get something out of it from time to time, particularly if you would put in a little rough furniture.

Will you kindly send check for $600 assessment at your convenience? The stock is owned in the following proportions:

George W. Marston	three-tenths,
Ed Fletcher	three-tenths,
F. & W. Thum Co.	two-tenths,
Dr. Burnham	one-tenth,
H. T. Gilmore	one-tenth.

Yours very truly,

encl
T-H

WILLIAM THUM
123 COLUMBIA ST.
PASADENA, CALIFORNIA

July 12th 1918

Ed. Fletcher Company
San Diego
Calif

Dear Sir:

Enclose is my check dated to-day for three hundred dollars in payment of assessment on my capital stock of the Pine Hills Association, levied at the meeting of July 9th. Ferdinand will send his payment next time he writes. Will write you shortly regarding water agreement.

Yours truly
William Thum

F. & W. THUM COMPANY
123 COLUMBIA STREET
PASADENA
CALIFORNIA

August 22nd 1918

Mr. Ed. Fletcher

San Diego, Cal.

Dear Sir -

In regard to the Ballantyne place of approximately 145 acres on which you asked us to name you a price we are pleased to write that if sold before December 1st 1918 we will accept Eighty Dollars per acre.

Several years ago we had a ten inch well sunk on the place to a depth of 125 feet, this well at the time pumped 8 inches - the well is there yet but may require cleaning out.

Our terms would be one half cash, the balance in two or three years or before. Selling commission on this class of property we understand is 5 per cent.

This should be a good purchase for some one.

Yours respectfully

F. & W. Thum Co

WILLIAM THUM
123 COLUMBIA ST.
PASADENA, CALIFORNIA

1/20/1919

My dear Mr Fletcher:

Mr. Kerckhoff wishes to make a heavy payment on the Carlsbad land and we will be affected by the income tax one way or the other. It will make considerable difference to us what the real value of the land was March 1st 1913. We believe you purchased the land adjoining on the South for Mr Henshaw and associates. Are you in position to tell us the exact price paid and whether our land was worth as much per acre at that time, giving date of your purchase. Could you if we need it make an affidavit as to price giving escrow number of Title Co and any other information

that the "Internal Revenue" might want and that you may have.

At last your long delayed commission is coming into view.

Hugo just came up sick again. But I can doubtless run down on the water matter almost any time if have a couple of day notice. We can then definitely locate the 50 acres for the Gale Sanatorium.

Yours truly
William Thum

April 1st, 1919

Mr. William Thum,
133 Columbia Street,
Pasadena, California.

My dear Mr. Thum:

My desire is that the F. & W. Thum Company, as well as Mr. Hugo Thum, enter into a contract with us which is mutually satisfactory, along the lines that I have mentioned, and I will give you a letter to the effect that you and any similar riparian owners below or above, on the San Diego River will be able to secure water from the Cuyamaca Water Company under the same terms and conditions made in any contract that we may sign. If we should sign any more favorable contract with anyone at a later date, you as well as any others, will be entitled to the same consideration.

With kind personal regards,

Yours very truly,

EF/bm

Jany 20/17
Sold to S C R Co

22 January 1920

F. & W. Thum Co.,
123 Columbia Street,
Pasadena, Calif.

Gentlemen:

Answering yours of the 20th, will say that on March 21, 1913, we paid $125.00 per acre for approximately 1700 acres of land just to the south of you. Just about a mile to the north of you we paid $40.00 an acre for 228.70 acres, and $50.00 per acre for 120 acres of land somewhat similar to this, but a little farther back from the ocean. We sold 875 acres of land better located than this in South Oceanside for $165.00 per acre.

I shall be glad to make an affidavit covering all of these facts.

The Railroad Commission hearing is on now. Timken arrives Friday. Your riparian water right agreement has been recorded and I am having copies made for Timken and Scripps to sign.

Glad to know you are up and around again.

Yours truly,

EF:KLM

We paid in 1913 $50 - $200 an acre for same lands, I believe

February 3rd, 1920

Messrs. F. & W. Thum Co.
123 Columbia Street,
Pasadena, Calif.

Gentlemen:-

Regarding the Hiram Tubbs' Estate land in South Oceanside, sold thru me, will say, this was sold on or about January 1st, 1917. There were about 875 acres, and sold for $145,591.25.

This land does not lie as well as your land at Carlsbad; it has no ocean frontage whatever, in fact, it all lies east of the State Highway. It extends a mile further inland, and a large part of it is rather rough and uneven, and extending in elevation from 40 feet to 350 feet above sea level. I certainly invite a personal inspection on the ground.

Now, regarding the Kelly Ranch that we bought and still own. This does not lie as well as your land. Even eliminating all the bad land which is of practically of no value, the balance of it does not lie as well either to irrigate or to plow, for there are 150 acres of so-called level lands that are hummocky, and clay, and hard to work. This condition does not exist on the land which you sold to the South Coast Land Company.

It will cost $25 an acre to level 150 or 200 acres of this land before it can be irrigated. Then again, the bottom land on the Kelly Ranch that is good, is not desirable for winter vegetables on account of frost, as the cold always settled in the valleys, while the land which you sold to the South Coast Land Co. is on the Mesa and will not be touched by frost. The Kelly land is very rough in places and badly eroded, and needs much leveling, while almost every acre of your land could be plowed and lies on an ideal contour for irrigation.

Yours very truly,

EF/bm

February
Nineteenth
Nineteen
Twenty

F. & W. Thum Co.,
123 Columbia St.,
Pasadena, Calif.

Gentlemen:

In reply to your request for particulars regarding the sale made by me of the Kelly Ranch on March 21, 1913, I have the following to say:

Location

The Kelly land referred to borders on the ocean and is situated about five miles on an average south of Oceanside, San Diego County. It is part of Lot "H", Rancho Agua Hedionda, and occupies parts of Sections 7,8,16, 17, 18, 20 and 21, Township 12, South Ranch 4 West. This land adjoins the seven hundred and odd acres you sold to the South Coast Land Company and which they have since replatted under the title of "Thum Lands".

Purchasers: Harry Payne Whitney, Wm. C. Renshaw

Former Owners; Charles Kelly.

Date of Option: March 3, 1913, $500.00.

Date of Purchase: March 21, 1913

Total Price Paid: $213562.50

If you, or any other responsible people, who are interested, care to investigate the matter thoroly, I have all the original papers in this office, subject to your inspection.

Classified Acreage of Kelly Ranch, according to engineer's map forwarded herewith:

Tillable Land		
Moderately steep slopes	25.0	
Level or with gentle slope	1097.1	
Rich bottom Land	63.7	1185.8

April 1, 1921

Mr. Wm. Thum,
123 Columbia Street,
Pasadena, California.

My dear Mr. Thum:

For the benefit of the appraisers, as to my opinion as to the present reasonable value for cash, I make the following valuations:

Mr. Ferdinand Thum's property

Item #16 - Lot 1, Block 2, Bay Shore Addition .... $400 to $500

Item #23 - Pine Hills Association Stock, 10 shares ... $2000 to $2500

Item #34 - 9 lots in Coronado $2500 to $3000

Item #40 - Lots 4, 5 and 6, Block 21, Roseville,.....$150 to $200 each

F. & W. Thum Company property

Item #11 - 1777.25 acres. I place a value of $50 an acre on 150 acres, and on the balance $15 per acre.

Item #12 - 1200 acres, Kelly land - $10 per acre

Item #13 - Point Loma lots - $2500 to $3000

Item #39 - Ballantyne land - 145 acres $30 to $35 per acre

Item #36 - 100 x 100 ft.....$100,000
(This does not include the improvements)

Item #37 - 100 x 200 ft.....$ 20,000
(This does not include the improvements)

Yours very truly,

EF:KLM

Carried forward		1185.8
Non-Tillable Land		
Slough	327.1	
Railroad right of way	28.8	
State Highway "	11.2	
Steep Hillsides & Ravines	160.0	
Rough Land badly Washed	24.2	
Creek Bed	5.5	
Inaccessible Hilltop	13.8	570.6
Beach Land		
Sand and Bluff Slope	22.6	22.6
Total acreage		1779.0

The 570.6 acres of untillable land have only a negligible value. About 150 to 200 acres will have to be leveled before it can be irrigated. This will cost about $25.00 an acre.

Although the property contained 1779 acres, it was purchased as containing only 1708½ acres.

The 68.7 acres of bottom land is not desirable for winter vegetation on account of frequent frost, whereas the adjacent mesa land is practically free from frost. For this reason the bottom land is worth about two-thirds as much per acre as the mesa land.

Hoping the above information may be of interest, I am

Very truly yours,

EF:KLM

WILLIAM THUM
123 COLUMBIA ST.
PASADENA, CALIFORNIA

5/21/18

Dear Mr Fletcher:

Please write me the name, title or whatever it may be called of the riparian water suit. We need it for the tentative draft of dismissal of suit.

You told me that in case diverting dam is built at Cedar Creek, it would leave a free water shed of 184 miles between Mission Dam site and El Capitan damsite and one of 87 square miles above the latter site. Total 271 sq. miles of undeveloped water shed.

While returning on train yesterday I opened the transcript of testimony given on the El Capitan Damsite before the House Committee on Public Lands, and read here and there. Almost the first thing I landed on was testimony by you showing that your Company has a diverting dam at the mouth of the South Fork.

Such a dam would be in position to cut off 40 of the 271 sq. miles, and

WILLIAM THUM
123 COLUMBIA ST.
PASADENA, CALIFORNIA

in this 40 sq. miles is about 25% of the entire rain fall of the 271 miles. I was so tired from the great trip, that I did not think of marking the passage in question or would quote it here. Possibly if I find time to read the whole document this point will clear itself up fully, but you had better ~~not~~ write me explaining the situation at South Fork Creek. If there really is a dam at or near the South Fork, will it be abandoned when the Cedar Creek Diverting dam is built — here I mean the dam you are about to construct. Please write as soon as convenient.

Yours truly
William Thum

May 24, 1918

Mr. Wm. Thum,
Pasadena, Calif.

My dear Mr. Thum:-

Answering yours of the 21st, will say that you are asking the impossible when you ask that Mr. Murray acknowledge the riparian owners have rights which interfere with the water filings we have made. You have the riparian right agreement. Some three or four hundred people have signed and will acknowledge same for a small consideration, and others for no consideration whatever. The laws of the State of California determine what those rights are and we could not take them away from them is we wanted to.

If you were dealing with Ed Fletcher alone, conditions would be entirely different, but a dyed in the wool man like Jim Murray seizes just what he wants and pays the price if he has to, but is not able to analyze the situation as you and I would.

Yours very truly,

EF/bm

San Diego, Calif.
May 28, 1918

Mr. William Thum,
123 Columbia St.,
Pasadena, Calif.

My dear Mr. Thum:

I acknowledge receipt of your letter of the 27th.

There was no intention on my part to be anything but frank with you. It was purely carelessness, and as a matter of fact, you have no idea what I am up against. You must remember that I was an attorney in Washington, presenting our case in the most favorable light. As far as Mr. Murray is concerned, I never know where I am at until I get the money. I have been unofficially informed since my return from Washington, that the State Engineer will not approve of the construction of more than one dam at the present time, as the demand for water does not warrant it. Naturally we want the dam that is built to be the big diverting dam. Then again, Mr. Murray has never given his consent to the building of the two dams. About a year and a half ago we paid our money into the Government for the Conejos lands to be flooded, and they have never taken any action, playing into the hands of the City. So it is all indefinite, and we will be lucky if we get one dam built. I shall not consider that we have definite plans for any dam until we have a clear right of way and the money in hand to build.

I just received a letter from Mr. Murray today stating that he is on his way East to look at some lands there to be taken in trade, and is now negotiating to sell his interest in the Cuyamaca Watdr Company without paying in another dollar. The only thing I can do is to go hopefully on, whipping things into shape, carrying out my own ideas, and hoping eventually to succeed. No one will ever know the hell I am and have been going through.

Mrs. Fletcher is getting along nicely: is home again, and will be on her feet in a few days. I am awfully sorry to hear of your trouble and hope it will turn out less serious than you anticipate.

The title of the suit you refer to is, "Lakeside Farms Mutual Water Company vs. Cuyamaca Water Company, and James A. Murray and Ed Fletcher."

Yours very sincerely,

EF/bm

WILLIAM THUM
123 COLUMBIA ST.
PASADENA, CALIFORNIA

July 1,
1918.

My dear Mr. Fletcher;-

Enclosed is copy of the water agreement that I proposed. Although it does not give the riparian owners all their legal rights, I think it just half way between what the Water Company and the owners of river land respectively will regard as the limit they will go without starting trouble again.

If you wish to know why any clause in the proposed agreement is worded just as it is, please write me and I will explain.

I haven't heard from Hugo yet and do not know what he, Liebert or the others most active in the suit think of it.

William is getting along well at the hospital, and I cannot complain, except that I seem to have contracted a chronic weariness.

Yours truly,

William Thum

WILLIAM THUM
135 COLUMBIA ST.
PASADENA, CALIFORNIA

7/3/18

My dear Mr Fletcher:

I overlooked congratulating you on the aid you are to get from the Government in the development of the Volcan project. 200,000 barrels of oil standing on end, three feet to the barrel would make a row way over one hundred miles long.

About 85 acres of new irrigated land made tributary to San Diego is no small matter and will make many people happy if it doesn't cost too much.

Now, if you will do your part in working out and introducing an honest and practical plan for taking care of riparian lands you will serve the State on a still larger scale than you have served the county with your large water and power projects.

Yours sincerely
William Thum

July 5, 1918.

Mr. William Thum,
135 Columbia Street,
Pasadena, California.

My dear Mr. Thum:

Answering yours of July first: thanks for the agreement. I will look it over at the earliest possible moment.

The City is taking water from the Cuyamaca Company today.

I am sorry that you don't feel up to par. As soon as the family get in shape don't hesitate to get off somewhere for a change. We are both making a mistake when we get in your condition and don't get away.

Yours very truly,

F-K

July 6, 1918.

Mr. William Thum,
123 Columbia Street,
Pasadena, California.

My dear Mr. Thum:

Your letter of the second at hand and contents notes.

I have read your riparian right agreement and in a general way I approve it. I think the contract is not clear in one or two ways. We certainly must have it definitely brought out that we are the absolute owners of, without question of a doubt, any water that we have actually diverted and put to beneficial use, and we could not enter into an agreement that did not give us unrestricted right to dispose of the water anywhere we saw fit. This agreement could only apply to such water as we have not as yet put to beneficial use.

Another point at issue: you ask for damage in case the water lever is lowered below six feet. I think this is the weakest part of your entire contract. You are aware that many wells up and down that river stand about six feet from the surface and after pumping 24 hours the water level is lowered 30 feet. This means an endless squabble if one wanted to be mean as well as an endless expense having arbitrators determine the damage. To my notion a clause in that riparian right agreement should be made along the following lines: that in case the normal water level of the San Diego River is lowered, caused by the construction of our dam, then in that case damages can be collected along the lines as outlined by you.

In order that we might determine what the normal level is, this should be a matter of record determined by the Government, who have for the last five or six years, each month, kept track of the water level up and down the San Diego River, including wells, and they are the best ones to determine what constitutes a normal water level of the San Diego River. If the

WILLIAM THUM
123 COLUMBIA ST.
PASADENA, CALIFORNIA

7/10/18

My dear Mr Fletcher:

Received yours of the 6th inst. regarding tentative water agreement. The copy we sent you was meant to provide for covering only such damage as might result from the building of the dam in question. If this is not stated clearly enough it can be changed so as to leave no doubt as to its meaning. I see no reason why your company and the riparian owners cannot get together on all the other points that you raise, if both sides want to provide merely for the actual damage done. We will answer you in detail in a few days as soon as we finish a pending piece of work. Later on we may have to go to S.D. to help in the matter and try to get it closed up.

Yours truly Fred Thum Co

water level over the entire valley was never lowered lower than six feet during the dry seasons, then your proposition would be equitable. But you take Dupee and Johnson and a number of others - their water stands within six feet of the ground today, but after pumping 24 hours their water goes down 30 feet below. That immediately gives them an opportunity to make us trouble. The U. S. Government officials are the best ones to determine what the normal level is, and in addition to that we must be protected by some clause; that it must be shown that the construction of our dam is causing the shortage of the underground water and an increased development.

I have not taken this matter up with my attorney. The above is simply my idea of it, and it must be overcome; but I am sure an equitable arrangement can be made whereby all the riparian owners on the San Diego River will sign such an agreement.

I thank you for your compliment in your letter of the 2d. My attitude now and always has been fair play, but I don't propose to have the riparian owners have us where they can make us trouble all the time. It would be a great deal better for us to condemn and pay the damages in court. On the other hand, I want the riparian owners to feel that we are willing to pay any real damages, and they certainly can afford to sign up a reasonable agreement for they will be getting a tremendous advantage and benefit by having a dam built 20 or 30 miles above them that will control the flood rushes that do the enormous damage during the winter. This alone is an actual benefit of a valuation of 25% or 50% to the present value of their property, because now they always have the fear of another flood which will be regulated by the construction of a major dam by us on the San Diego River.

It is a matter of official record both in the Sweetwater Valley and the Escondido that the water level in the valley below the dams has increased or risen, and is only explained that it is the seepage from the dams that is the cause of the rise of the water plane where dams have been constructed, at least in the two places mentioned above.

Yours very truly,

South Coast Land Company
(INCORPORATED)
MAIN OFFICE
SUITE 212 KERCKHOFF BUILDING
LOS ANGELES, CAL.
PHONE MAIN 227

BRANCH OFFICES:
SAN DIEGO, CAL.
DEL MAR, CAL.

H. W. KELLER
PRESIDENT

WM. G. KERCKHOFF
VICE-PRESIDENT

F. H. TOLLE
SECRETARY

DIRECTORS
H. E. HUNTINGTON
C. A. CANFIELD
W. G. KERCKHOFF
H. W. KELLER
E. FLETCHER
H. F. HAUGGARTNER

WILLIAM THUM
123 COLUMBIA ST.
PASADENA, CALIFORNIA

July 16, 1918.

Ed Fletcher,

San Diego.

My dear Mr. Fletcher:

In reply to yours of the 6th regarding riparian water:

Diversion of Water -- I supposed you could not divert water outside of the water shed, except so far as your present water district extends beyond it. It is to the interest of the riparian owner, as well as to all others owning property in the water shed, to keep the water within its limits, unless there is a proved absolute surplus of water. Any such surplus, of course, ought to be diverted by permission of the State Water Board. We shall try to learn how the law stands in regard to this point, also what is the commonsense viewpoint.

The Six Foot Level. I suggested an arbitrary level of 6 feet below river bottom (not below planting surface of the land). The pumps will never be in the river bottom. Local depression of the water level at the well, due to pumping, should, of course, not enter the problem.

Our idea was that there should be no claim for damages in any case until the water dropped to 6 feet below river bottom. At any certain time, if it were not for the new dam, the water might be flowing in the river, but, on account of dam, it is, say, 6 feet below the bottom. In such case the farmer would be raising water 6 extra feet, possibly for months, but would have no right to obtain claim or damages.

Then, again, the water may on account of the dam be 20

feet below river bottom (instead of flowing on the surface) and then the water company would have to pay for the 20 feet of extra pumping and other damages, if any, arising from the sinking of the level. This would be the case if the water company employed the first alternative. Whenever the company elects to employ the second alternative, then under the supposition just stated the company in effect places the land owner in the position of having to pump from 6 feet below river bottom. In the case under discussion the riparian owner would be laboring under a slight injustice, but in certain other possible cases he would have the advantage over the company. Perhaps the second alternative could be modified somewhat so as to be more nearly just in all cases. However, it is optional with the company whether to use or not to use the second alternative. We suggested it in order that the water company might employ it if the first alternative proved too troublesome. The 6 foot underground level is merely a matter of cutting out the presentation of claims for damages until the water level gets that low.

A local lowering of the water level in the well, due to pumping, could not be construed as a result of impounding water in the new dam.

If the Federal Government has a fairly reliable way of determining what the normal water level at any time would have been had the dam not been constructed it would greatly simplify the matter and would even eliminate the necessity of giving you the 6 foot leeway.

Pasadena, Cal., July 16, 1918.

Ed Fletcher #3

Having the aid of the Government in establishing the amount of extra pumping that may at any given time be required simplifies the whole problem so that the thirty-year limit on the water company's liability ought to be waived, or at least it might easily be waived. We suggested the limit, because we believed that by such time the City and County of San Diego would own all the water supplies and would through self interest see to it that the fertile riparian lands would obtain water at reasonable rates during times of shortage of the natural supply, if not constantly.

You can see by this explanation that we tried to suggest something fair for your company and the La Mesa people, if they buy, as well as to be generally fair to ourselves and to the other riparian owners.

Yours truly,
William Thum

P. S. For you to buy the riparian land would end the problem with a clean cut, but this ought not to be necessary. We expect things to come to Pasadena soon, we shall then learn how our suggestion is received by the other land owners. If there is a liklihood of the interested parties agreeing, we shall probably go down and help along.

San Diego, Calif.
July 25th, 1918

Mr. William Thum,
Pasadena, California.

My dear Mr. Thum:

Answering yours of July 16th, in relation to the 6 foot level, I can only say that the United States Government officials who are now measuring the water level each month of the year, are the best judges to determine what the normal water level is each month of the year, and no arbitrary 6 foot level could apply because the normal level of the riparian lands on one ranch may be 6 feet, and on another 20 feet. But a clause could be put in there leaving it to the Government officials to determine whether or not the water plane has been excessively lowered.

Why do you not go and see the United States Assistant Engineer, U.S. Geological Survey, Mr. S. C. Ebert. His address is Federal Building, Los Angeles. He is the man who is keeping all these records. And if the riparian owners are not satisfied to leave it to an unbiased authority like the U.S. Government engineers, something is wrong.

There is not a riparian owner who diverts water by gravity from the river: every one of them is pumping, and it is purely a question of whether or not the building of the dam has cut down the water supply or not. Those gravels hold just so much water, and if there is excessive pumping and all the water is pumped out in a summer, certainly the building of the dam is not the cause of the shortage of water if the water plane is normal in the Spring. But if on account of the pumping, the water is 20 feet below the normal level of the water plane, or even 5 feet below, certainly there should be some compensation, although the compensation, in my opinion, should be slight for the reason that there are many benefits which riparian owners are getting by being protected against flood damage in the winter. But that is a small matter.

You are undoubtedly aware, and it is common knowledge that by re-capillary action six to eight feet of water is drawn from the gravels of any river bed during the summer months. But, as I stated before, the U.S. Geological Survey engineers are certainly the ones to determine what is the normal water plane. As there are wells on every ranch, and as the wells are measured each month of the year, each individual ranch should stand on its own bottom and its own

water level, as a logical solution of this matter, rather than an arbitrary 6 foot level. I don't believe you could get the ranchers to agree on an arbitrary 6 foot level, whereas they would agree to the actual conditions of the ground, the same to be determined by Federal authority.

Enclosed herewith find letter of introduction to Mr. Ebert. As far as I am personally concerned, I am willing to cut out the thirty year limit and I think I could get my people also to do it, if everything else could be agreed upon.

I certainly appreciate your interest in this matter, and hope by this time you are on your feet again.

Very sincerely yours,

EF/bm
encl

WILLIAM THUM
123 COLUMBIA ST.
PASADENA, CALIFORNIA

July 27,
1918

Mr. Ed. Fletcher,
San Diego, California.

My dear Mr. Fletcher;-

In reply to your letter of the 25th I wish to say that there is getting to be little difference between what the company and the riparian owners want. ~~So it seems~~ to me.

The real purpose of the six-foot level under river bottom was to save the company from being troubled with claims until the water sank below that point. For instance, some nervous owner might believe that at a certain time the water ought to show on the surface, but finds it three feet below. In such case he would have no right to make a claim, and would have to wait until it dropped to at least six feet below. If the level were fifty feet below river bottom, he could make a claim if he liked; but he would not be entitled to damages, unless the arbitrators found that the lowering in whole or in part was due to the dam. I now believe with you that all reference to the six foot level might be omitted. Some of the riparian owners will desire to have it so.

In the alternative provision of the tentative agreement the case is different; there an arbitrary level of six feet was provided for, but this can be changed so as to make it fair. No arbitrary level need be stated--it can be left to the Government, at least so far as I am concerned. In fact, the arbitrators would probably be guided by the U. S. Geological Survey engineers, whether so stipulated in the agreement or not. But I can see no reason why it should not be stipulated. Some one would have to show me plainly that such a stipulation was impractical before I could change my mind on the matter.

I believe I am in shape to go down and work out a more developed agreement with you, and while we are getting together, as doubtless we shall, Hugo and Mr. Bach, and others that may wish to watch the preliminary work, can arrange for a meeting of the riparian owners for considering the terms of the agreement as soon as it has their approval.

I shall try to see Mr. Ebert on Tuesday or Wednesday.

Yours truly,
William Thum

(over)

WILLIAM THUM
123 COLUMBIA ST.
PASADENA, CALIFORNIA

July 30, 1918.

Mr. Ed Fletcher,
San Diego, Cal.

My Dear Mr. Fletcher:-

Just read copy of letter dated July 17th, sent by Mr. Tompkins to Mr. Bach.

The contract which the former refers to as "silly" must be the typewritten form of contract that you gave me as an outline of the company's desire in the matter. You patterned it after the printed contract that you used either in the San Luis Rey Valley or in the valley below your new multiple arch dam. You will remember giving it to me just before I left San Diego after the auto trip in May.

Now that Mr. Bach is to take Mr. Liebert's place in the interest of the riparian owners I will be wholly superfluous, unless possibly they want some chores done in Los Angeles.

Yours sincerely,
William Thum.

P.S. Called at U.S. Geologic Survey this a.m. and learned that Mr Ebert was out of city and would probably not return until next week. Will see him then.

San Diego, Calif.
August 3rd, 1918

Mr. Wm. Thum,
Pasadena, Calif.

My dear Mr. Thum:

Answering yours of the 30th: I was surprised to read in your letter about your doing chores in Los Angeles for Mr. Bach. Mr. Bach was the man who suggested that I invite you and Mr. Ebert to come to San Diego and that the four of us have a conference with Mr. Hugh if desired, or not, as you saw fit. It was Mr. Bach's intention that Thum Brothers and the Timken interests agree on a contract and sign it up with the Cuyamaca Water Company, and let the other people come in or not, as they wished.

As soon as Mr. Ebert returns, please telephone me when it will be convenient for you and Mr. Ebert to come to San Diego. I will be very glad to pay any expenses incidental thereto.

Yours very truly,

EF/bm

WILLIAM H UM
123 COLUMBIA ST.
PASADENA, CALIFORNIA

Dear Mr. Fletcher: 9/21/18

We took the tentative agreement that you wrote regarding new diverting dam together with suggestions written by us to our attorney to put into better shape. This preliminary document we will submit to you in a few days for your comment. Mr Murray or rather the Cuyamaca Water Co had better acknowledge openly that the riparian owners have rights and that the foremost question before the Water Company is how to reasonably safeguard those rights. Even Housbaw and Murray would feel no worse for taking such an attitude, and you, certainly, would feel a whole lot better, and incidentally the water company would profit by it.

Yours sincerely
William Hum

WILLIAM H UM
123 COLUMBIA ST.
PASADENA, CALIFORNIA

September 10, 1918.

Mr. Ed. Fletcher,
San Diego, California.

My dear Mr. Fletcher:

Received yours of the 6th regarding Riparian Water Agreement.

We had just sent a copy of the revised tentative agreement to Hugo to submit to Mr. Bach. If satisfactory to them it will be forwarded to you as it stands. The damage clause, in effect, provides merely that the common law rights shall not be regarded as abandoned by the riparian owners. We will investigate to see whether it can be fairly eliminated altogether.

We have added an extra clause covering the keeping of water records according to the practices of the Geologic Survey. This will amount to nothing to you, for, as long as you own the plant, these records will be kept, anyway. Should think the Commission itself would want such a clause.

There is a clause under which we agree to leave the question of damages to the Water Commission, provided it will act. If the Commission will not act, then the matter is to be arbitrated in the ordinary way.

There are four paragraphs on the details of arbitration. The Commission may want some changes in these, but I think not.

There are also six short paragraphs on "rights", on which the agreement is based and, which I think, are essential. I believe these will be satisfactory all around, or they will need

slight changes only.

The introductory portion, and the ending reads practically as they did before.

I have been thinking that, after our next meeting, all points in dispute might be left to the Water Commission for settlement. This will doubtless give us an agreement satisfactory to the Water Commission as well as to the Company and to the riparian owners.

Yours sincerely,

William Thum

P.S. All past forms of the agreement that have thus far been put out and doubtless a few more to come are matters of education for all concerned. I expect soon to see the final draft and believe it will be satisfactory and profitable to all of us.

WILLIAM THUM
123 COLUMBIA ST.
PASADENA, CALIFORNIA

10/14/18

Ed. Fletcher
San Diego

Dear Mr Fletcher;

We have not forgotten about the Riparian agreement. Mr Bach, Mr Tinkham or his attorneys have it. They have our last reply for nearly a month - but every one concerned must be given ample time. Hope it will be satisfactory in the end to all concerned.

Yours truly
William Thum

How is Edward getting along in war matters.

WILLIAM THUM
123 COLUMBIA ST.
PASADENA, CALIFORNIA

11/4/18

Dear Mr Fletcher:

In reply to your letter of the 1st inst. The first page of the water agreement will have to be rewritten in any event to insert description of riparian lands involved. We are writing a long letter to Mr Bach hoping to get Mr. Tinkens to accept an agreement in identical form. There is no use of our trying to fix a date for going into Back Country until next Spring, but will see next time we are in S.D. We thank you just the same.

Yours truly

F. W. Thum Co

NOV 1918

WILLIAM THUM
123 COLUMBIA ST.
PASADENA, CALIFORNIA

11/4/18

Mr. Ed. Fletcher,
San Diego.

Dear Mr Fletcher:

Enclosed is copy of fourth tentative agreement and trust that it is O.K. Have given a copy to Mr. Johnstone of the Water Commission and have requested him to point out anything that is not fair to either side.

Please note that there are two pages after the first place for signatures, authorizing the Water Commission to introduce certain things into the body of the agreement. Outside of these two pages and the arbitration clauses the agreement consists of three and a half pages only.

The agreement as it now stands is in accordance with the decisions made at the meeting in your office last August.

The delay was caused by the deliberateness of Mr T's attorneys.

NOV 1 1918

WILLIAM THUM
123 COLUMBIA ST.
PASADENA, CALIFORNIA

We changed the agreement several times, at their request, to incorporate a few all right suggestions while we got them to abandon a number of impossible ones.

There are still three or four of their suggestions in the air. We do not see any particular value in them. The Water Company may or may not object to having these suggestions covered by the agreement. Unless some substantial defect ~~can be~~ in the agreement can be shown us we are ready to sign it either way. However, we shall try to induce Mr. Back to abandon the disputed points in order to keep the agreement as simple as possible. They do not appear in the enclosed copy of agreement.

Shall write Mr. Back regarding all unsettled questions by Tuesday. As soon as you are ready please arrange with Mr. Back for another

WILLIAM THUM
123 COLUMBIA ST.
PASADENA, CALIFORNIA

meeting to include State Engineer McClure if possible and Mr. Johnstone and Ebert if you think best, and ourselves. We can look after Messrs. Johnstone and Ebert, but give us several days notice. In the meantime we shall hear from Mr. Johnstone and shall let you know what he has to say about the agreement as it now stands. Excuse hand writing - cannot get to a stenographer just now.

Yours sincerely
F. W. Thum

San Diego, Calif.
November 5, 1918

Messrs. F. & W. Thum Co.,
133 Columbia St.,
Pasadena, Calif.

Gentlemen:

Answering yours of the 4th, together with copy of agreement:

I am managing Governor Stephens campaign and incidentally getting out plans and specifications for a pipe line, Murray Dam to Camp Kearny, as well as a few other things.

Have only read your agreement over once. I think the arbitration agreement to the State Water Commission fine and believe they will approve it. I have not showed it to my attorney, but so far as I can see that feature of it is A 1.

On page 3 you mention Cuyamaca Dam twice. What you actually mean (do you not?) is (1) Cuyamaca Dam, (2) Murray Dam, (3) Diverting Dam, (4) Crossmont Reservoir, already completed, (5) Eucalyptus Reservoir, already completed. These are the five reservoirs that comprise the present Cuyamaca system. There could be no question as to our prior right to waters so impounded in such reservoirs, as well as diverting any flood waters delivered directly to the consumer. We could not sign any agreement that questioned in any way our ownership in the waters which are stored in lakes or reservoirs already built. Neither could we sign any agreement that questioned our right to divert any waters through our present flumes, which we delivered directly to the consumer. I am sure you can appreciate our position in that respect.

One other point that I would call your attention to, which I had not noticed before if you had it in the first contract, and that is on page 2, the 1st paragraph:

> "And upon the further condition that said parties of the second part shall not develop, collect or impound any of the said waters by means of wells or tunnels."

We feel that we have certain rights to pump water on the San Diego River. At different periods for the last twenty years the Cuyamaca system has operated pumping plants in emergencies. We could not sign any

agreement that could be used against us later on as having waived the right to pump water from the gravels of the San Diego River, but I feel that my attorneys would be perfectly willing to allow a stipulation in the agreement whereby you do not recognize any rights that we might claim to pump water. Neither do we part with any rights which we now have, and if any pumping was done the question of damage could be determined, the same as in the present arbitration agreement. You can readily understand that we can not pump unless there was an emergency, and in any event, we could pump at that time whether we had rights or not, if the water was put to a higher use than your irrigation use. We, however, of course paying such damage.

I do not interpret your contract to mean that we would be compelled to limit the use of our water which we impounded and diverted to only those lands within the water shed of the San Diego River, for we are already diverting water into other water sheds and have for many years, and do not want to be restricted to the use of water in the present water shed of the San Diego River.

This is just a hasty resumé after reading the contract over once. I will be able to give a little more time to it later on so we can discuss the matter intelligently when you and your brother come down. In the meantime, I hope you are going to vote for Governor Stephens.

With kind regards,

Very sincerely yours,

EF/bm

WILLIAM THUM
123 COLUMBIA ST.
PASADENA, CALIFORNIA

11/9/18

Ed. Fletcher
San Diego

16

My dear Mr. Fletcher:

Received your letter regarding fourth tentative agreement between water company and riparian owners. Please make a special effort to go over it all carefully and give us your complete report on it. Will then try to frame a document ready for signature. The dams below the Diversion Dam did not enter our minds; we presume they have a bearing on the case and should be covered. But give us your full and complete criticism and we will do our best to finish our part of the job.

Yours sincerely
F W Thum

WILLIAM THUM
123 COLUMBIA ST.
PASADENA, CALIFORNIA

11/22/18

My dear Mr Fletcher:

It won't do for either you or Mr. Henshaw or ourselves to sign any water agreement until all have accepted and approved it as final. Such a method of procedure is as old as the hills but it doesn't work as a general rule. Mr. Bennett and I have thought of a way of covering what we need in regard to limits of water district and still remove the objection that you felt was contained in the fourth tentative agreement. Will mail it Monday or Tuesday. Hope you are all well by this time. Hugo sent word that he has improved greatly

Yours truly
William Thum

NOV 25 1918

WIL[redacted]. THUM
123 COLUMBIA ST.
PASADENA, CALIFORNIA

F-15-16

Dear Mr Fletcher: 11/26/18

Enclosed is copy of letter we sent to Mr Johnstone of the Water Commission which explains itself, and I believe we have covered your objection to the former draft of the 4th tentative agreement regarding the limits of the water district. We overlooked covering La Mesa dam &c. but the draft of agreement to be made by the Water commission will doubtless include everything ~~that~~ in the way of development work that should be covered. Hope the Water Commis will be able to close up the matter soon. Hope the Fletcher family is through with the influenza.

Yours sincerely
T & W / Thum

NOV 29 1918

I

November 29, 1918.
F-15-16

Mr. Wm. Thum,
123 Columbia Street,
Pasadena, California.

My dear Mr. Thum:

Thanks kindly for your letter of the 22d.

I am on my feet again. We have had five cases of Flu among the children; one of them seriously, but everything is coming along nicely.

I agree with you in the matter of this riparian water right agreement; that when Mr. Henshaw and I are satisfied with the agreement, we will first get Mr. Murray's signature and then ask for yours.

Yours very truly,

F-K

WILLIAM THUM
123 [redacted]UMBIA ST.
PASAD[redacted] CALIFORNIA

Ex. 12/4/18

DEC 1918

Dear Mr Fletcher:

In reply to your letter of recent date regarding the water agreement that you are having engineer Huber prepare for the water company. Please send it to us after you and Mr Henshaw approve of it and before Mr Murrays signs it. We will then discuss any phase of the agreement about which we may have any doubt with Mr Johnstone, and then run down and talk it over with Messrs Bach and Sweet. It will naturally be easier for us to obtain their approval before any signatures are attached. Then, when Mr. Murray gets it he can sign at the same time that he approves of it, if he finds it satisfactory. If the agreement is signed by one side before it is approved by the other, any refusal of the latter to sign might put their side in a position of opposing an adjustment that seems reasonable enough

WILLIAM THUM
123 [redacted]LUMBIA ST.
PASAD[redacted] CALIFORNIA

on its face, although, in fact, it may contain a serious fault. If such a procedure were right, in either case, it would be on the side of the riparian owners. How presumptuous you would have considered them had they handed you one of the trial agreements recently submitted to you all signed up! Personally we will adapt ourselves to anything that comes along so far as it is possible for us to do so.

If for any reason that we do not understand Mr Murray must sign before we see the agreement it would help us wonderfully to have a written statement from the Water Commission to the effect that they consider the agreement safe and fair to both sides.

Yours Sincerely
F. & W. Thum Co

December 5, 1918.
F-15-16

Mr. William Thum,
Pasadena, California.

Dear Mr. Thum:

Answering your letter of the 5th, will say we will submit your an agreement drawn up by Mr. Huber and approved by Mr. Henshaw and myself.

With your permission I will instruct Mr. Huber to turn over a copy of it for their approval or if you prefer you can take the matter up with Mr. Johnson.

We have no intention of signing the agreement until such time as all parties and interests have approved it, excepting Mr. Murray. If he should be in San Diego, however before we have all signed, why, we will get his approval first.

Yours very truly,

B-F

December 1[illegible], 1918.

F. & W. Thum Company,
1[illegible]5 Columbia Street,
Pasadena, California.

Gentlemen:

Enclosed find copy of agreement which Mr. Huber has drawn up and submitted to me for approval. I have asked Mr. Huber to deliver to the State Water Commission a copy for their criticism.

You will note a radical change on the first page. Mr. Bennett has provided a space for the insertion of a description of all your lands on the San Diego River and has immediately followed this description with a clause which, if signed by the Cuyamaca Water Company would, so far as the the Cuyamaca Water Company's interestcaare concerned, agree that all of the Thum Company's lands are riparian to the San Diego River, which may or may not be true. You will of course appreciate that the question of just what lands are riparian to any stream is often a much disputed point but one which the State Water Commission should be able to determine probably better than any other body.

Mr. Bennett in drawing up this agreement went to much pains to leave to the determination of the State Water Commission the height of all spillways on the Cuyamaca system. Let us state what the capacities of the reservoirs are. There should be no difficulty about determining the capacity of the reservoirs as submitted by the Cuyamaca Water Company, most of which have been sworn to many times in Railroad Commission hearings. We have complete surveys on a five-foot contour of all reservoirs, and any engineer in a few hours can check up our figures. I presume that neither the Thum Company nore any other riparian owners are going to take protection from us excepting so far as any damage is done to riparian lands.

I will be interested to know whether the Water Commission will commit themselves in advance as to their opinion of this revised contract.

You will hear from me on this matter in a few days.

Yours very truly,

F-K

WILLIAM THUM
123 COLUMBIA ST.
PASADENA, CALIFORNIA

12/16/18

E.F.

My dear Mr Fletcher

We received your letter of the 12th, on Saturday, containing the Huber Water agreement. Will have copy made at once and send to Mr. Bach, and will urge him to act more promptly than last time. We shall make a study of the agreement to-morrow and keep at it until we get through. If we can find the time we may go to S.D. and camp on Mr Sweet's trail with Mr Bach to get prompt action in that quarter. I hardly think the Huber agreement will do as it stands now. Will talk it over with our Mr Bennett

Yours truly
F. W. Thum Co

DEC 17 1918

December 31, 191 .

F. & W. Thum Company,
123 Columbia Ctre t,
Pasadena, California.

My dear Sirs:

Enclosed please find copy of letter from Mr. Huber.

Will you kindly insert pages two and three into your copy of contract and destroy the pages two and three of the unmodified copy. The letter from Mr. Huber is explanatory.

F-F

Yours very trul ,

Ed Fletcher Papers

1870-1955

MSS.81

Box: 29 Folder: 30

General Correspondence - Thum, William - 1906 - 1918