

From the papers of Ed Fletcher, the following letters have been removed to the alphabetized correspondence files:

"TREANOR-FLETCHER SYNDICATE"

ENTIRE FILES:

- "RIVERSIDE PORTLAND CEMENT CO."
- "UNION TITLE INSURANCE CO. 1925 CORRESPONDENCE"

Fletcher to ANTHONY, H. E., April 7, 1922.
BURNHAM, George S. (Southern Trust and Commerce Bank)
 Fletcher to Burnham, (3 letters) May 9, 1922, June 3, 1922, October 16, 1922
 Burnham to Fletcher, October 11, 1922
 Fletcher to GILMORE, M. T., June 3, 1922
 SLOANE & SLOANE
 Fletcher to W.A.Sloane, May 1, 1925
 Copy for Fletcher, Sloane, to ~~Fletcher~~, February 27, 1926
 Fletcher to SOUTHERN TITLE GUARANTY CO., May 1, 1925
STEVENS, HENRY J.:
 ✓ Stevens to Fletcher, June 21, 1922
 Fletcher to Stevens, October 10, 1922
 Stevens to Fletcher, September 26, 1922
 Fletcher to Stevens, October 5, 1922
 Fletcher to Stevens, October 17, 1922
 Stevens to Fletcher, October 16, 1922
WRIGHT, Leroy A.:
 Wright to Sloane, (2 letters) March 18, 1925, April 30, 1925

	<u>SANTA YSABEL RIVER (Pamo Damsite)</u>				Ass'n
	Appropriation	Recorded	Assigned EF	Recorded	EF to WGH
Ethel Fowler	June 13, 1911	6/14/11	9/12/11	11-16/11	11-20-11
Volcan Land & Water Co. 9-20-12					
	<u>Pamo Creek</u>				
L.A.Kennedy	June 13, 1911	6/14/11	9/12/11	11-10-11	11-20-11
	<u>SANTA YSABEL (Sutherland)</u>				
J.E.Gerish	Dec. 14, 1912	Dec 17/12	Dec 14 1912	Dec. 17th/12	
	<u>SANTA YSABEL (Black Canyon Creek)</u>				
R.W.Day	May 7, 1913	May 9, 1913	May 8/13	?	
H. Taylor	2/2/14	2/24	2/25		

San Pasqual

original to A.B. Fletcher

Copy

December 9
1919

Mr. Henry J. Stevens,
Attorney at Law, HALL VS. TRUSSELL.
Title Insurance Building,
Los Angeles, California.

My dear Mr. Stevens:

It gives me great pleasure to learn that we are to be associated together again in some more litigation.

I this morning received a letter from Colonel Fletcher, requesting me to get in touch with you and that you and I would represent Mr. Henshaw in some water litigation which has just been started in the Superior Court of this county over the water of the San Pasqual Valley.

I enclose herewith a copy of the complaint. I am somewhat familiar with the situation, as I helped organize the San Pasqual Mutual Water Company some time ago.

Attorneys Schoonover & Winnek informed me that it is planned so soon as the issues are made up in the Superior Court to move to have the case transferred to the Water Commission. This is what Colonel Fletcher desires. Neither of our clients have been served in the matter yet, but the attorneys have informed me that they would give me whatever time I needed to appear. I regard the action as in the nature of a quiet title suit to the waters, and believe that our clients should be very careful to set out fully all of the claims which they have in the premises. I am taking the matter up with Engineer Holyoke, of the Volcan Water Company, and will endeavor to get a general idea of what rights they have on the river, and will then arrange with you for you to come down here for a conference with myself, Mr. Fletcher and the engineers, unless some other course of action would seem to you better.

With kind regards,

Very truly yours,

Charles C. Crouch.

CCC-B

December 26, 1919

Mr. Henry J. Stevens,
1104 Title Insurance Bldg.,
Los Angeles, California.

My dear Mr. Stevens:

You have asked me to define our position in relation to the conflict of interests among the riparian owners on the San Pasqual, especially affecting Mr. Henshaw's interests.

The contest seems to be between the upper and lower riparian owners who are using water by gravity from the San Pasqual River. Mr. Henshaw is interested to the following extent, and his interests are with the lower riparian owners. To illustrate: On the Roberts place, approximately 400 acres, Mr. Henshaw has acquired the right to build Pamo Dam and divert all the water originating east of that point. Ownership of that land has passed out of his hands. The ownership of that riparian right or consent to build Pamo Dam is now in the name of K. Deasy. The Ward place of about 800 acres, among the lower riparian owners, stands in the name of K. Deasy and the consent to build Pamo Dam has not yet been divorced from the Ranch. She is entitled to a certain amount of the flow of water, or a certain amount of stock, according to a decree of the court. Mr. Crouch is familiar with this.

On the other hand, it is to Mr. Henshaw's interest, as an owner of the Pamo Dam to see that all these riparian owners in San Pasqual Valley are held down to a minimum, for sooner or later he will have to acquire every one of these riparian owner's rights, not already acquired, before he can build Pamo Dam, unless some equitable adjustment is made by agreement with the riparian owners, or unless their riparian rights are condemned.

Then again, there are a number of parties who have not been riparian, but have lately become so, notably George Bach, and Fenton. Our engineer Mr. Holyoke, is watching this matter carefully, and I have instructed him to make visits there

every two weeks. He is thoroughly familiar with the diversions that have been made by non-riparian owners through one of the ditches lately built. This man should be stopped from diverting any water from San Pasqual River and putting it on non-riparian lands. It was never intended he should have it, under the original contract, when the ditch was built, but by enlarging the ditch and increasing the diversion, they are perfecting a right which is inimicable to the best interests both of Mr. Henshaw, as regards the building of Fano Dam, and the San Dieguito Mutual Water Company below.

Then again, riparian owners on the Bernardo Ranch above Lake Hodges, should protest against this increased diversion of Fonton and Bach, and the individual riparian land owners, as well

every two weeks. He is thoroughly familiar with the diversions that have been made by non-riparian owners through one of the ditches lately built. These men should be stopped from diverting any water from San Pasqual River and putting it on non-riparian lands. It was never intended they should have it, under the original contract when the ditch was built, but by enlarging the ditch and increasing the diversion, they are perfecting a right which is inimicable to the best interests both of Mr. Henshaw, as regards the building Fano Dam, and the San Dieguito Mutual Water Co. below.

Then again, individual owners on the Bernardo Ranch above Lake Hodges, as riparian owners should protest against this increased diversion of Fonton and Bach to non-riparian lands, as well as any increased diversion of the riparian owners who have always taken water out of the ditch. Mr. Holyoke has a complete record of all the diversions that have been made. It is a question of policy at this time, and only Mr. Henshaw can decide this: Does Mr. Henshaw desire to go into court or before the Water Commission and defend his position by saying that we made certain water filings on the Fano and Sutherland, before the Water Commission existed, in 1912-13; that it is a part of the Volcan system; that by continuous work and due diligence we have acquired the Warners, Sutherland and Fano projects and thrown them into one big plan of water development; that we can prove due diligence to protect these water filings by the purchase of Warners Ranch, riparian rights on the San Luis Rey, by the purchase of riparian rights of diversion on the San Pasqual and San Dieguito Rivers, by the construction and maintaining of roads, keeping a man there to read water measurements daily for years; core drillings at Fano, ditch construction at Sutherland, also 10,000 road construction; by securing permit from the Government for the diversion of water out of Sutherland for power purposes; by the acquisition of dam sites and reservoir sites; by the purchase of the Linda Vista Irrigation District bonds, and the dissolution of the District and in that way acquiring the rights of the Linda Vista Irrigation District to the Fano Water Co., reservoir lands, water rights, etc., costing thousands of dollars.

Now, if you make that defense as to ownership of water at Pano and Sutherland, the first thing you are going to do will be to have the Water Commission of the State pass on this question, and say whether or not you have used due diligence. The Court itself will pass on this question, and you may be forced by the Court or by the Water Commission to complete the development within a certain time or lose out, in which case you will need a new act of the Legislature, or be compelled to go to the Water Commission and ask for certain water appropriations, and then they will dictate those conditions, and will probably stipulate in allowing you the water rights, that you will not be allowed to capitalize it.

It seems to me that it is to Mr. Henshaw's best interests to agree to a statement of facts with the different parties in interest and have this question brought to an issue at the present time.

It is the intention of the different parties in interest, particularly the San Pasqual land owners to have this case referred to the State Water Commission, and I am satisfied the State Water Commission will give us a square deal. Mr. Lee, the head of the Commission, is a former employe of ours, and is friendly. I helped him get the appointment. Mr. Johnson is also a personal friend, but the fact remains that the attitude of the Water Commission is that one must either use due diligence or go ahead and complete the work or get off the stream and let someone else do it.

It is not for me to decide, but for you as attorneys for Mr. Henshaw, as to whether or not due diligence has been used by Mr. Henshaw to protect his water filings at Pano and Sutherland.

If I have overlooked anything kindly call my attention to it, and if anything new develops that I think will be of interest I will write you. In the meantime, my suggestion is that you and Mr. Crouch have a conference with our Engineer, Mr. Holyoke.

Yours very truly,

RF/bm
cc WCH
CCC

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If I have overlooked anything kindly call my attention to it, and if anything new develops that I think will be of interest, I will write you. In the meantime, my suggestion is that you and Mr. Crouch have a conference with our Engineer, Mr. Holyoke. A copy of this letter has been sent to Mr. Henshaw and Mr. Crouch.

Yours very truly,

RF/bm
cc WCH
CCC

HENRY J. STEVENS
ATTORNEY AT LAW
1104 TITLE INSURANCE BUILDING
LOS ANGELES, CALIF.

Jan. 26, 1920.

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

My dear Ed:-

I was very sorry that I did not get to see you again before leaving. We had a very enjoyable ride, although much of it was in the rain. I believe that our good friend Lippincott is almost enthusiastic over the proposition and would be more than glad to endorse the same if he could be satisfied as to the sufficiency of the amount of water which can be furnished by the San Dieguito Company. His position is that if the Pamo Dam is built and maintained in such a way as not to take care of the San Pasqual Valley, Hodges' reservoir will not be sufficient to take care of the district and from the letter that he showed me from the State Engineer, it would seem that the State Engineer practically concedes this but meets it by stating that in his judgment Pamo Dam will never be built. Of course this is begging the question. I am quite sure that before you can get a favorable report from Lippincott you have got to assure him either that the Pamo Dam will not be built or if built enough water will go by to insure a sufficient amount from Hodges for the district. Now I do not know what the real contract between Henshaw and the Santa Fe people is. I have never seen it. Lippincott seems to be very desirous that I should give him an opinion as to the rights of the Hodges reservoir as between it and the Pamo and Southerland. As I think you will very well appreciate, I do not feel that I am in a position to give such an opinion. It involves the question of priority between Henshaw and the Santa Fe people, the validity of the Henshaw claims and many other questions that would necessarily arise as between the rights which the district, if bought by Hodges Dam, would claim as against the upper appropriators.

I really feel that you and Henshaw and myself should get together and talk the matter over so that we may arrive at some fixed and definite understanding. I wish you would have your engineer, Mr. Holyoke, make me a map showing the holdings in San Pasqual Valley and the location thereof with respect to the stream, the location of the various ditches and laterals, with a statement showing what claim to water is made by the various people, both as to amount and character of claim, whether as appropriators or riparian owners. I presume most of the people are riparian owners.

My trip through the valley with Mr. Holyoke was very profitable and I can appreciate anything he gives me now in the way of data much more than I could have done before. I would be glad to have him supply me this information at once, so that I may make the proper appearance.

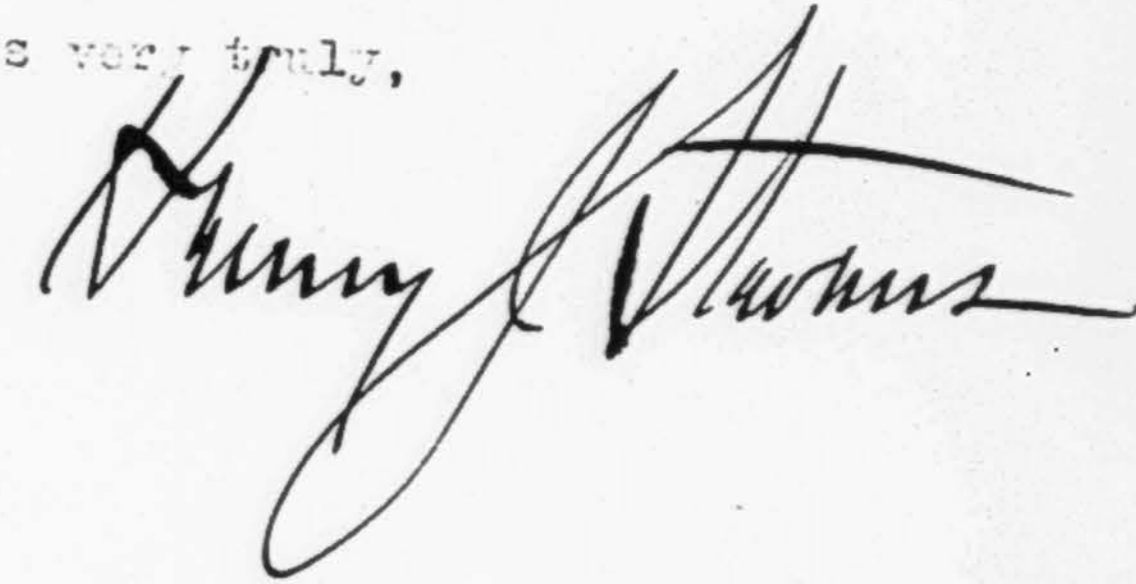
E.F.-2

The San Dieguito Company, I presume, will be ear through Mr. Clotfelter. How do I expect to represent? I presume "H. Deacy, James A. Murray, William G. Henshaw and Ed. Fletcher."

I wish you could come up here so that Mr. Henshaw and you and I could go over the whole situation together. It is very difficult to handle it in any other way. What are the prospects of your being able to do so?

Yours very truly,

HJS/EO



HENRY J. STEVENS
ATTORNEY AT LAW
1104 TITLE INSURANCE BUILDING
LOS ANGELES, CAL.

January 10, 1920.

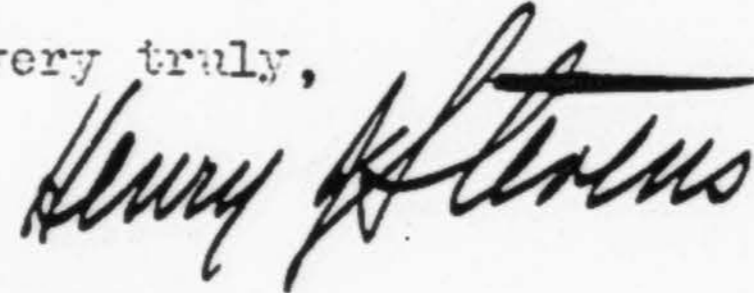
Mr. Ed. Fletcher,
Fletcher Bldg.,
San Diego, Calif.

My dear Ed:-

Pursuant to instructions from Mr. Hodges, of which I believe you are aware, I am sending you bills covering expense account for my recent trips to San Diego. I felt that probably it was correct to segregate the expenses which involved primarily the San Pasqual matter from the Cardiff Irrigation District. If this does not meet with your approval tell me what you want me to do. All of these interests are so co-related that sometimes it is difficult for me to know just how the thing should be handled.

As I have stated to you in a letter which I have heretofore sent you, I regard it as almost essential that you and Mr. Henshaw and myself should sit down and discuss this whole situation and find out just where we are at. I hope a conference of that kind can be arranged for.

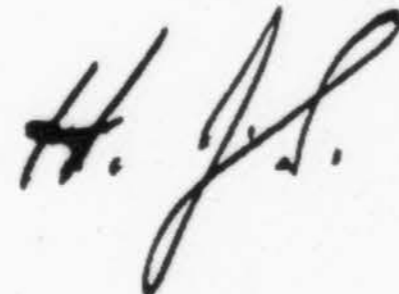
Yours very truly,



HJS/EO

P. S. Since dictating the above I have just received your note of the 27th inst. asking me for the expense bills. In addition to those inclosed are the old bills which accompanied my bill for services. As a matter of precaution, I think I had better inclose those also.

I might add further that since writing the above letter I have had a talk with Mr. Clotfelder and Mr. Faulkner in reference to the San Pasqual matter and both of them, like myself, feel that the whole situation should be gone over by you, Mr. Hodges, Mr. Henshaw, Mr. Clotfelder and myself.



Stevens-Mumper & Pinney

Attorneys At Law.

Los Angeles, Sept. 22,
1920

Mr. Ed. Fletcher,
San Diego, Calif.

My dear Ed:

I delayed answering the copy of the letter which you inclosed to me from Mr. Richardson, as I thought it would be best to wait until I had an opportunity to confer with him. This I did Friday last, with the result, I believe, that I am justified in saying that Mr. Richardson will frankly acknowledge to you that I did correctly understand the effect of the decisions which I cited to you. It could not well be otherwise because I was very familiar with them and I was a little bit surprised when I read his statement that the decisions held to the contrary of the point to which I cited them to you. However, please understand that I have no very great pride or opinion about the matter and what we want to get at is the truth and proceed upon a solid foundation. I believe Mr. Richardson shares my opinion that under the decisions there is very grave doubt about the constitutionality of this statute and he thinks that the best plan would be to delay action until after the election, when certain amendment to the Bridgeford Act will be submitted, and if carried will change the number required to carry an election for organization from a two-thirds majority to majority.

Unless you can comply with some of the conditions of the other water acts, which Mr. Richardson says he thinks cannot be done, it would seem that his suggestion should be followed, for to say the least, I do not like the act under which they were proposing to proceed.

With my kindest regards, I remain

Yours very truly,

HJS/EO

Copy

Original
to Richardson
10/1/20

STEVENS, MUMPER & PINNEY

ATTORNEYS AT LAW

TITLE INSURANCE BUILDING

PHONE BDWY 3504

HENRY J. STEVENS
NEWLINGS MUMPER
WARREN B. PINNEY

LOS ANGELES Oct. 4, 1920

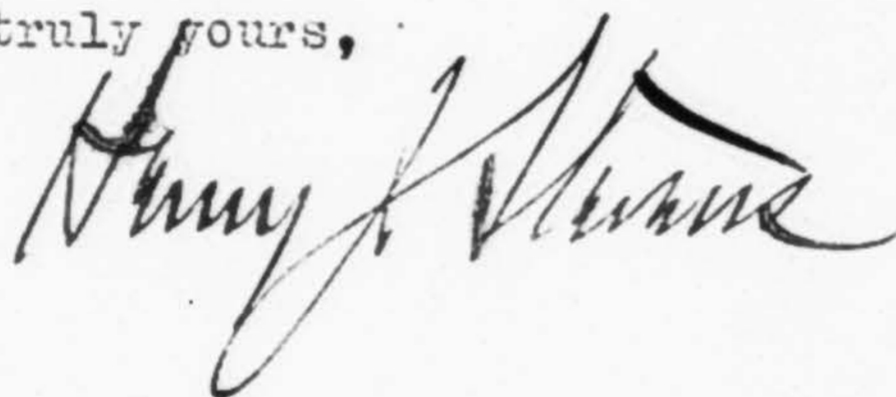
Mr. Ed. Fletcher,
San Diego, Calif.

My dear Ed:-

I think you will be interested in reading the inclosed letter from the Department of Engineering. Some two weeks ago, as I recall it, I wrote a letter to this department in reference to the act under which the San Luis Rey District was proposed to be organized, expressing some of my objections to the act and asking for its history so far as that department could enlighten me, particularly as to why it had not been used.

It is at least interesting to me to note that the Engineering Department evidently takes about the same view of the act that I do. For his information merely and certainly without any purpose of embarrassing him, I think you might show the letter to Mr. Richardson.

Very truly yours,



Copy
Sept. 30, 1920.

Stevens, Mumper and Pinney,
Title Ins. Bldg.,
Los Angeles, Calif.

Subject: County Irrigation District

Mr. Henry J. Stevens.

Dear Sir: Re: Repeating to your inquiry concerning the above subject:

Bulletin No. 6, California Irrigation District Laws, was compiled for us, as the title shows, by the State Library.

It had been decided to incorporate in the Bulletin all working laws, but on account of lack of funds to omit those laws which had not been put into operation.

Chapter 387-1913 is one of them. So far as this office is informed, no district has been organized under that law and it is inferred that among the provisions which deter its adoption are these:

(1) The district is formed by the Board of Supervisors on petition of the owners of a majority in area of the lands, without referring the adoption to a vote of the people.

(2) The Board of Supervisors is made the Board of Equalization for the district, and is charged with other duties pertaining to administration of the district. The County Tax Collector and Treasurer are made ex-officio collector and treasurer respectively of the district, all without compensation for the time required for these extra duties. They generally object to having duties imposed upon them without pay therefor.

(3) Bonds cannot be sold below par, nor redeemed before maturity above par. No work can be done until 85 percent of the total amount of the bonds have been sold for cash. In a large project it might be years before the last expenditures are made, and the district would have a large amount of idle money on hand for a long time.

(4) Section 22, provides that land owners and no others shall be entitled to vote at any election and each land owner is entitled to one vote for each dollars worth of land possessed by him. This is in direct contravention of Section 24, Article II

of the Constitution of the State. Furthermore, the section introduces the innovation of allowing the land owner to vote by proxy. Also Section 25, provides for registering how each person voted, which would seem to destroy the "secrecy of the ballot".

It seems most likely that these provisions are the strongest reasons why no community has ventured to organize under the statute.

Under the County Water Works Law (Bulletin #6, P. 157) three districts have been organized in Los Angeles County.

The legislature of 1915, Chapter 55, validated the organization of Alameda County Water District without referring to the Act under which it had been organized. Pleasanton Township County Water District was also validated in the same way by Chapter 125.

It was presumed these districts had been organized under Chapter 592, statutes 1913, page 1049, hence that act was printed in Bulletin No. 5, page 140.

Trusting this may answer your inquiry satisfactorily.

Respectfully,

DEPARTMENT OF ENGINEERING

By P. H. Morboe

Chief Asst. State Engineer.

Copy of Mr. Stevens' sent to Mr. Richardson 10/6/30

STEVENS, MUMPER & PINNEY

ATTORNEYS AT LAW

TITLE INSURANCE BUILDING

HENRY J. STEVENS
HEWLINGS MUMPER
WARREN B. PINNEY

PHONE BDWY 3504

LOS ANGELES Nov. 1, 1930

Mr. W. Fletcher,
San Diego, Calif.

Dear Sir:-

In your letter to me of the 14th inst. you say that a permit has been granted by the Forest Service to take water out of Southernland for irrigation purposes and that the permit was taken out in your name. Will you kindly furnish me with a copy of the application, together with the permit granted thereon. I was sorry that I did not get to see you when you were in the other day. I have read over the memorandum which you left with Miss Olsson. I do not see how there could be any misunderstanding between Lipincott and Mr. Treanor. It is true that there was a formal resolution passed by the Reconido Mutual Water Company as the result of our conference, at which you were present, some time ago and we were furnished a copy, but before any action could be taken upon it Mr. Treanor's unfortunate accident occurred and hence the delay. I almost immediately advised Mr. Wright of the situation and told him to advise his clients. I am very sure that the Reconido people understood why there had been no response to the resolution. I quite agree with you that action should be taken as soon as possible and I assure you that it will be. I am impelled to say this because Mr. Treanor is improving rapidly now and I think will be able to take up the more important matters at the hospital very shortly. I was up to see him yesterday and I saw very great improvement. The fever has left him and everything seems now favorable. I have an engagement to come up with Lipincott and call on him this afternoon and I am expecting Mr. Lipincott any minute. I believe we will straighten out this particular phase of the matter. With respect to the matter of joining in a protest against the application of the Reconido Mutual Water Company, I do not think we should commit ourselves to such a course at this time. I believe it would not be good diplomacy in view of our negotiations with that company. I have already written to Wright, saying that on account of Treanor's injury had already been occasioned unavoidably by Mr. Treanor's injury that the hearing on the application ought to be postponed, as it was improbable that we could carry on and continue our negotiations before it would be time to take some action with respect to the hearing and I have asked him to give me his views about it. I shall make the same suggestion to Lipincott. If we should join in a protest

now it might excite some feeling of hostility on the part of some of the Escondido people.

I know so little about the matter of the fixing of the rates on the Cuyamaca system that I feel that any opinion I would hazard in response to your inquiry in that respect could be of little value. I am glad to know that our conjecture that the cancelling of the order was through inadvertence was correct. It seems to me, ~~that~~ without knowing any more than I do about the facts, that the action of your attorney in making the order so that it would not be retroactive was wise. A short time lost would not be worth the risk.

With my very kindest regards, I remain

Yours very truly,

Henry J. Stevens

HJS,EO

Dictated but not read.

STEVENS, MUMPER & PINNEY

ATTORNEYS AT LAW

TITLE INSURANCE BUILDING

HENRY J. STEVENS
HEWLINGS MUMPER
WARREN B. PINNEY

PHONE BDWY 3504

LOS ANGELES Dec. 4, 1920

Mr. Ed. Fletcher,
San Diego, Calif.

My dear Ed:-

Some time ago I received from Mr. Richardson a copy of a proposed petition for the formation of the San Luis Rey District. I have gone over the matter very carefully at his request and I am not at all satisfied with his description "of the sources from which the lands are to be irrigated", which is one of the things to be stated in the petition. The statement seems to me to be altogether too indefinite to meet the requirements of the law. In other words, I have very serious doubt as to whether it is sufficient to say that the source is from the water shed of the San Luis Rey River. I believe the purpose of the law in requiring the source to be stated is that when the matter is referred to the engineer for investigation as to its feasibility he may be advised definitely as to the particular source or particular sources from which it is proposed to obtain water. To say in a very general and indefinite way that it is proposed to obtain the water from the San Luis Rey River, its tributaries and drainage area would be of little value to the engineer who has ~~had~~ the project to examine and this would be even more true if it were merely stated, as it is in the proposed petition, that one of the sources is the purchase of water from persons or corporations having the same for sale without naming such person or giving the physical source of such water. I do not know just what the relation of the Henshaw interest is to this project and on account of John Treanor's illness I have been unable to see him since his operation about a week ago. I went up to see him yesterday but found him physically utterly unable to take up any business. If I am unable to see him in the near future I see nothing for me to do but arrange for some discussion with you. It far from my purpose to be hypocritical in the matter of this petition but as you will appreciate it is of the utmost importance that we get started right.

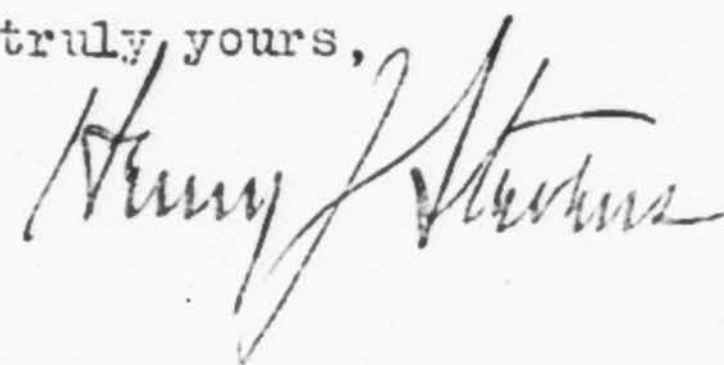
What is your relation to Richardson? Is he employed by you or independently by the San Luis Rey property owners? I am writing him a note today saying that on account of Mr. Treanor's illness I have been unable to give him a definite answer but will do so as soon as possible.

I have not heard from John this morning, although I have telephoned to the office. I hope to receive some word about him during the forenoon and if I do I will add something to this letter. I am hopeful that his condition yesterday was probably temporary and in the nature of a reaction. Not having heard from you in regard to the title certificates, I take it that you stopped work on them. I did mention this to Mr. Treanor yesterday and he confirmed my instruction in that regard.

I should have added that realizing that O'Melveny's firm would probably pass upon any bond issue of this district, if organized, I thought it the part of wisdom and prudence to discuss with them the form of petition, particularly with respect to the matter above referred to, as to the statement of the source from which the lands are to be irrigated. I find that they have already had that matter up with reference to a district in the San Joaquin Valley and the very point that I had under consideration was one which they regarded as of much importance and they undertook to have a more definite statement of the sources given than had been first proposed.

With my very best regards, I remain

Very truly yours,



HJS/EO

December
6
1920

Mr. Henry J. Stevens,
Title Insurance Bldg.,
Los Angeles, California.

My dear Stevens:

Answering yours of the 4th, will say I thoroely appreciate your point of view. There can be no harm in mentioning in the petition that the water from the San Luis Rey is to come from Warner's dam, and from the Volcan Water Company.

Richardson, while attorney for the City of Oceanside, is friendly and is working in cooperation with us. I have lately had him appointed a member of the State Harbor Commission.

My suggestion is that in order to get things started that you specify Warner's dam and Volcan Water Company.

Am awfully sorry to hear of John's condition.

You can come down any time and I can satisfy you as to the title up and down the San Luis Rey River and all the riparian rights that Mr. Henshaw possesses. Please try and take some immediate action and give Richardson the desired information so he can get out his petitions and go to work. The very fact that it mentions Warner's dam and the Volcan Water Company does not necessarily mean that Mr. Henshaw is committed in any way, but it protects us. I hope to get the Santa Fe to finance the distributing line between Escondido and Oceanside, but we are always in a position to sell to the City or anyone else until such time as the district is organized and a definite contract entered into.

Yours very truly,

EF:KIM

STEVENS, MUMPER & PINNEY

ATTORNEYS AT LAW

TITLE INSURANCE BUILDING

PHONE BDWY 3504

HENRY J. STEVENS
HEWLINGS MUMPER
WARREN B. PINNEY

LOS ANGELES Dec. 9, 1920

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My dear Ed:-

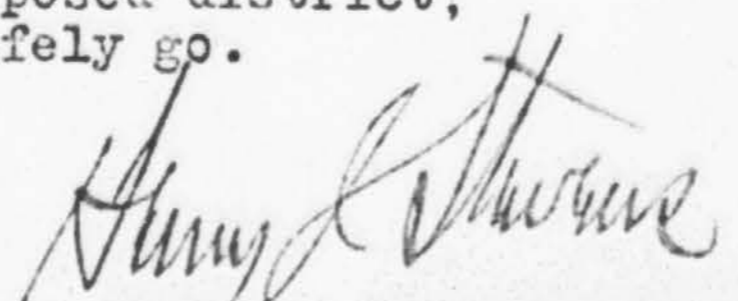
I have just written a letter to Richardson inclosing a copy of a proposed form of petition to be used in lieu of that which he prepared and forwarded to me. You will observe that I have stated the source from which the lands are to be irrigated as the reservoir on Warner's ranch at the head of the gorge, and none other. Strategically it may be a mistake to thus limit the source. In other words, I had in mind that the cry might be raised that this was purely a Henshaw proposition and that other sources ought to be named such for instance, as pumping from some particular place or places in the valley of the San Luis Rey, or if it be feasible, the building of reservoirs in some other place. I know so little about the political aspect of the matter that I really do not feel competent to go very far in advising upon this question. You will comprehend fully what I have in mind and will know whether there is anything in this suggestion. Please note my reference to the care that should be used in making up a description.

I am just in receipt of copy of your letter to Griffith Henshaw of Dec. 8th relative to the election and also your letter to me of the 7th in regard to doing some work at Southerland and I will immediately give it careful attention and if feasible take it up with Mr. Treanor. I might add that if it be true that there is danger of a filing being made below the Southerland site for power purposes I would be inclined to share your opinion as to the advisability of immediately starting some work. I note what you say about the Water Commission and I hope that we may be able to commence some actual work in the near future.

I know you experienced a very great pleasure over the result of the election and you are entitled to.

I purposely avoided saying anything to Richardson such as I have to you in this letter in respect to whether it was good strategy or tactics to so narrow the statement of the source of water supply for the proposed district, because I did not know how far I could safely go.

Very truly yours,



HJS/EO

COPY

Dec. 9, 1920

Mr. F. L. Richardson,
Atty. at Law,
San Diego, Calif.

My dear Mr. Richardson:-

At last I am able to submit to you for your consideration and criticism as well an amended form of petition which I have drafted.

In reading over your petition I notice that in the first section thereof you state "that they are the holders of title or evidence of title of not less than 20% in value of the lands included within the district". As I read the statute, the 20% feature pertains only to the alternative proceeding whereby "organization of such an irrigation district may be proposed by not less than 500 petitioners". You have already stated that the petitioners were the holders of a majority in value of the lands proposed to be included within the district. To follow this up with the statement that they are the holders of title to not less than 20% in value is to say something that would seem to be useless, for if they are the holders of a majority they must be holders of 20%. It occurred to me that it might perhaps introduce some uncertainty.

I have stated in the draft which I send you not only that the petitioners are a majority in number of the holders of title but also that each is the holder of title or evidence of title to land within the district. I was prompted to do this principally by the fact that the law seems to contemplate that the petition may be "contained upon more than one instrument" and to guard against the point being raised that with respect to any one instrument the recital of the majority holding could not be true. However, I think any such objection would be captious, for under the law, both as to signing and presentation of the petition, I believe that the separate instruments would be regarded as one.

I have made no changes in your form of affidavit or acknowledgment. I suggest, however, that the statement in the affidavit as to the residence of the persons would be of no consequence, as I understand the law, except in the event that the petition is signed by 500 people. I have not received any official advice

from the Secretary of State's office to the effect that this referendum was successful at the late election. I believe you state in your letter that it was. I think you should get final advice to that effect before you proceed further, if you have not already done so. I want you to read the proposed draft that I am sending you carefully and if you have any objections thereto please feel free to make them. What we want to do between us is to get it right. I should have stated above that I have very much narrowed the statement of the source from which the land is to be irrigated. It is my understanding that the only source contemplated and the only one with respect to which the proponents of the district could make any definite statement is the reservoir on Warner's ranch. For the reason which I have already outlined to you in a former letter, it seems to me that the source ought to be stated with some definiteness. I am sending a copy of the petition to Col. Fletcher and I would be glad to have you and him consider it together. I trust you will not deem it presumptuous if I suggest that in making up the description the very greatest care should be used. It occurs to me that it ought to be handled by a capable engineer who would be responsible therefor, for I imagine that in a description of so large an area there would be a great chance for error, which would more likely be detected by a skilled engineer. Indeed it is probable that neither you nor I could check such a description. I will be very glad to hear from you and get your views as to the suggestions I have made, including the amended petition.

Very truly yours,

HJS/EO

HENRY J. STEVENS

STEVENS, MUMPER & PINNEY

ATTORNEYS AT LAW

TITLE INSURANCE BUILDING

HENRY J. STEVENS
HEWLINGS MUMPER
WARREN B. PINNEY

PHONE BDWY 3504

LOS ANGELES Dec. 10, 1920

Mr. Ed. Fletcher,
San Diego, Calif.

My dear Ed:-

I am just in receipt of a letter from Richardson in which he refers to my letter of the 4th and raises the question of the advisability of limiting the source of supply to the reservoir on Warner's ranch because, as he states, it would probably excite a great deal of opposition among the land holders and voters in the proposed district.--In other words, the very proposition which I suggested in my letter to you yesterday. I think probably this could be obviated by stating one or more alternative sources if they in fact exist and can be set forth with any definiteness, as for instance I presume you might state as another source the pumping of water over the sands and gravels of the San Luis Rey Valley within certain area, or the building of a reservoir at a certain specified place. I presume Mr. Richardson has already received my letter of yesterday with the proposed petition which is certainly amenable to the objection raised in his letter of the 9th above referred to and which I have just received. We really ought to have a conference about the matter for I know so little of the tentative plans and the disposition of the owners in the proposed district that I feel very much handicapped in attempting to solve the problem.

I also am in receipt of copies of letter to you from Lee, chairman of the Water Commission, of date Dec. 6th, and of your letter to Mr. Henshaw of Dec. 9th. This is the first time that my attention has been called to the fact that there has been an application made to the Water Commission for the appropriation of water on Santa Isabel or Black Canyon. I had supposed at least as to the former stream that you had always relied upon the original filings before the Water Commission act went into effect. I am assuming that the "application" which Lee refers to as having been passed in 1917 was an application to the Commission for a permit to appropriate waters and which he refers to as No. 567.

HJS/EO

Yours very truly,

Dictated but not read

Henry J. Stevens

December 11, 1920.

Mr. Henry J. Stevens,
8th Floor Title Ins. Bldg.,
Los Angeles, California.

My dear Stevens:

I am in receipt of your letter of
December 9th, together with copy of letter from Richardson.

As the State Engineer has approved the organization of the San Luis Rey Irrigation District, which Richardson is forming, and as the State Engineer in his report advocates the purchase of the Warner damsite, and the securing of water from that point, and as he also includes pumping in dry years from the San Luis Rey River, my suggestion is that the wording be changed to include the purchase of the Volcan System; also the pumping of water from the San Luis Rey River. We will then conform to the State Engineer's report, and which he has already approved. The plans as outlined by the State Engineer include the building of the pipe line to the San Luis Rey River, and the pumping in dry years.

Yours very truly,

EF/NEM
C/c G.H.
J.T.

Dec. 21, 1920.

File
Copy

Mr. Henry J. Stevens,
Title Insurance Bldg.,
Los Angeles.

My dear Mr. Stevens:

Answering your inquiry in relation to the ownership of riparian rights on the San Luis Rey River from the ocean to Warner's dam, I submit the following:

Those not acquired are as follows:

(1) M. Piper. (Sheet 1, Nos. 22 and 24). That portion of land lying west from the Santa Fe Railroad and the ocean. This, however, is salt marshy land, and no damage, in my opinion, could ever be secured in court.

In answer to your question: "How does the title to the above land, which seems to be tide land, come?", will say that this is slough land and has been issued to M. Piper probably as swamp or over-flow lands.

(2) Gust Scheuneumann. (Sheet 1). Approximately about 15 acres lying just east of the Santa Fe Railroad. This is also the same character of land as that described above.

(3) City of Oceanside. (Sheet 1, No. 10). 5 acres owned by the City of Oceanside, which they purchased and from which they are now pumping approximately 10" of water.

(4) Deloras Pico. (Sheet 1, Nos. 20, 23 and 25). Approximately 200 acres. We purchased this land for approximately \$60,000.00, and made an initial payment of \$20,000.00 as I remember it, but the floods of 1916 damaged it so that we allowed a foreclosing of the mortgage and have no equity, nor have we acquired any riparian rights of diversion. (This is the piece of land that Messrs. Treanor, Griffith Henshaw, yourself and the writer looked over when we went up the San Luis Rey valley a few months ago).

(5) Fitzpatrick. (Sheet 1, No. 30). 15 acres. There is some question as to whether or not this is riparian in a physical way. It has, however, percolated water underneath and a corner of it may go into the river.

In answer to your question: "Is it not probably land which would, as to its water-bearing character, be affected by the stoppage in the flow of the river, even though it might not be strictly and legally speaking riparian?", will say that there is such a large water shed below Warner's dam site that there is no possible chance that the building of Warner's dam will ever damage this property, in my opinion.

In answer to your question: "Do you mean that from a practical standpoint, there is so much water originating below the dam that from a legal standpoint the owner of this land would not have any cause of action but physically his land is so connected with the river that it might be affected?", will say that the building of Warner's dam will affect the surface flow of the river in Pico's case, but the water shed is so great below Warner's dam that it will always maintain the present water level, in my opinion, and any waters that would go by now, which would be caught by Warner's and diverted, would go to the ocean in any event.

(6) McClung. (Sheet 1 No. 44). 40 acres, one corner reaching into the river. Do not think it will ever be damaged but advise its purchase as the cheapest method of acquiring. If this property can be purchased at \$100.00 an acre, would advise its purchase and re-sale, reserving the rights.

(7) Eastman. (Sheet 1, No. 45). 10 acres. An actual survey should be made to determine whether this should be acquired or not. My opinion is that a survey will show that it is non-riparian and can undoubtedly be bought for around \$100.00 an acre.

(8) Winston. (Sheet 2, No. 1 and 3). 480 acres, part of Guajone Ranch. This controls a mile of the riparian rights. She is holding us up and I advise that this be condemned.

(9) Kitchen. (Sheet 2, No. 4). 57.89 acres. They want \$200.00 an acre. Only one corner of it is in the river. I advise that this be condemned although it might be possible to make one more trial.

In reply to your statement: "What you mean is that when you say it should be condemned is that she has always been so unreasonable that it would practically be impossible to effect any settlement with her, and to condemn would be the only way out", will say that the mere filing of a suit against her, in my opinion, would force a settlement, and she will not be damaged in any event.

(10) Rousse. (Sheet 2, Nos. 21 and 23). 140 acres. He owns a mile of riparian rights; could have secured same for \$6,000.00 at one time. Can possibly do better now for cash. Advisable that we acquire this if at any such figure, rather than have litigation. (When I say that he owns a mile of riparian rights, I mean by that that he owns the land on either side of the river for a half mile.)

(11) Loveland. (Sheet 3. The west half of the north-east quarter, the east half of the northwest quarter of Section 33). 160 acres. Possibly one edge in the river. Do not see how it is possible to damage. Probably \$1,000 or \$2,000 maximum amount, will have to be paid for the riparian rights.

(12) Moreno. (Sheet 3, No. 119). 160 acres. Most important right unsecured. Has a diverting ditch of water put to beneficial use for thirty years just below Pala. I think she takes out through her ditch about 50" and uses it for irrigation on the lands continuously. In my judgment, there is no doubt about her riparian right and appropriation of water to the above amount.

I have had numerous talks with her and with the Catholic priest. There is every indication that if we bring a suit that they would not contest it, but she has never signed any papers of any kind and she is so afraid that she will be signing something to her detriment. I think when the time comes to act, however, we can make some settlement with her rather than litigation. Her objections are probably sentimental.

(13) Smith. (Sheet 4, No. 2). 120 acres. Could be bought for \$2,500--one-half mile riparian rights. This is mostly rough land.

(14) Pala and Rincon Indian Reservation. No arrangement has been made as yet with the Department of the Interior, although a contract could be signed up at any time. This matter would have to be gone into thoroughly, as there is a complication arising, owing to the fact that the government has recognized a larger water right to the Escondido Mutual Water Co. than that which exists under the contract between Henshaw and the Escondido Mutual Water Co. (With respect to a larger amount of riparian lands and rights belonging to the Indian Reservation, we will treat it later separately).

The above completes the lists of the said lands not acquired, being marked in "black", as per map attached. All those properties outlined in yellow on said map were riparian rights acquired from Charles Forman by general deed, said Forman representing the Pacific Light and Power Company, said riparian rights now vested in Wm G. Henshaw. All of the said properties marked in "green" on said map, the riparian rights alone have been acquired by me for Mr. Henshaw, since the Forman deed; the said riparian rights are now vested in Wm. G. Henshaw, but in acquiring these rights we did not secure title to the lands. The form of Agreement secured giving consent to build Warner's dam is herewith attached, in every case. The properties marked in "red" on said map are properties purchased by me for Wm. G. Henshaw since the Forman deed and which properties we now own, said properties now vested in Wm. G. Henshaw, by deed. Some properties, however, were subject to a mortgage, but in some cases, said title is held in trust for Wm G. Henshaw by the Southern Trust and Commerce Bank and by the Merchants National Bank to protect certain loans made by such banks to Wm. G. Henshaw, but in any event the title to said properties is held by Mr. Henshaw or some trustee for his benefit.

I am still of the opinion that a mistake was made in not having settled with the government in the matter of the Pala and Rincon Indian Reservation contract. This is written as a measure of protection to myself for I do feel that if we had signed up the contract when the government officials were ready to sign, it would have strengthened our hand materially, with the Escondido Mutual Water Co., the City of San Diego and with any other irrigation district or proposed customer, as well as with the riparian owners below, whose rights we have not acquired, to be able to say that the U. S. Government had entered into a contract with us and I was particularly anxious to get this contract with the government for the reason that the government recognized that the Pala Indian Reservation would

not be damaged by the total diversion of water from Warner's dam. Now if we could have gotten that acknowledgment from the Government in writing, when they were so near our diverting point, how much less the damage to these riparian owners toward the ocean would necessarily be, and if we should condemn and could introduce the evidence in court, it would have materially helped us in getting a light judgment or practically none. If the Government saw no damage, how could a small riparian owner further away from Warner's dam make a claim? If we had signed up the contract with the Government several years ago when everything was ready to sign, it would have helped to protect us on our power rights and I question very much if the Escondido Mutual Water Company would have made any filing.

So far as I know, all of the riparian lands and rights on the river which were vested in me I have conveyed to Mr. Henshaw. I am excepting from this statement the Gates land, concerning which I talked with Mr. Treanor, Mr. Griffith Henshaw and yourself at the hospital the other day, which riparian land and rights were formerly owned by Mr. Gates and which I recently acquired, and have offered to Mr. Henshaw free of charge the riparian rights.

Yours very truly,

(signed) ED FLETCHER

EF/hls
CC
J.T.
G.H.

William G. Henshaw
Mills Building
San Francisco

January 4, 1921.

Col. Ed Fletcher,
920 Eighth Street,
San Diego, California.

Dear Sir:

In answer to yours of December 28th, 1920, I believe that we should by all means get the information, and I hope that you will be able to keep the expenses down to \$200.00.

Very truly yours,

William G. Henshaw

GH/HH.

HENRY J. STEVENS
 Attorney At Law
 1104 Title Insurance Bldg.,
 Los Angeles. Jan. 24, 1921.

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

My dear Ed:-

I am in receipt of yours of the 22nd inquiring about the Forman deed. I owe you an apology for not having answered your former letter. My only excuse is that when I received the letter I knew you were just starting for San Francisco and I thought I would delay writing until you returned and delay went on longer than I intended. Immediately upon receipt of the other letter I caused O'Melveny's office to be searched and found the record of the suit which I brought for the purpose of correcting the deed which was given by Charles Foreman and wife to J. E. Smith. It seems that this deed was made to Smith for Mr. Henshaw's benefit and that on the 20th of March, 1913, Smith conveyed to Henshaw. The Forman deed, according to the data which I have been able to find, is dated June 22, 1911, and was recorded on the 20th day of April, 1912, in the office of the Recorder of San Diego County in Book of Deeds, 562, page 7 et seq. There was an ambiguity in that after the general description of the real property to be conveyed an exception clause embracing certain lands which were not to be included followed and immediately following this exception clause the water diversion rights intended to be conveyed followed, so that it made it somewhat uncertain whether the water rights were part of the excepted property or a part of the property intended to be conveyed. To correct this I brought a suit in the name of Henshaw, who had then acquired the property, according to my opinion, against Forman, the Pacific Light & Power Corporation, Keller, South Coast Land Company, Security Trust and Savings Bank et al, trustees under the decree of distribution in the Canfield estate, and the Canfield devisees. Judgment was entered in this case some time in June, 1915. The action also covered certain rights given to Fletcher-Salmons Investment Co. by B. F. Hubbard and Mary E. Hubbard, and the judgment quiets the title of Henshaw as against these rights and adjudges that the plaintiff Henshaw is the owner thereof. The lis pendens was recorded in the office of the Recorder of Los Angeles County June 11, 1915, in Book 12 of Lis Pendens, p. 101. I believe this will give you all the information you desire.

Yours very truly,

HENRY J. STEVENS.

HJS/EO

C O P Y

HENRY J. STEVENS
 ATTORNEY AT LAW
 1104 TITLE INSURANCE BUILDING
 LOS ANGELES, CAL.

March 7, 1921.

Mr. Ed. Fletcher,
 San Diego, Calif.

My dear Ed:-

I dictated a letter to you along the lines of the Cardiff matter I talked to you about on Saturday but before it was written I received a letter from D. W. Bissell written to Chambers, in which he says in substance that my position outlined to you was undoubtedly correct. As you remember, it is this, that no man can take the petition for annexation as it was presented to the Board of Directors and say from the description therein that the lands are not contiguous. This results, as I told you, from the fact that in order to locate the lands with relation to each other or to the old district you have to ascertain courses and monuments which can only be determined by going outside of the petition. The result of all this is that the petition is not on its face void as contended by Judge Conrey, in writing the opinion of the District Court of Appeal, because it shows on its face that the lands are not contiguous. I simply wanted to have my own views confirmed by an engineer. You might have your man take it up with Chambers and Bissell. Perhaps he might say something further along the same line.

Yours very truly,

HJS/EO

Henry J. Stevens

HENRY J. STEVENS
ATTORNEY AT LAW
1104 TITLE INSURANCE BUILDING
LOS ANGELES, CAL.

March 22, 1921.

Mr. Ed. Fletcher,
San Diego, Calif.

My dear Ed:-

In view of your taking up with the Water Commission the matter of their fixing the time within which we shall be compelled to complete our works on San Luis Rey and Santa Ysabel, and considering that this will involve our taking a stand with respect to certain notices of appropriation, I beg to submit the following summary as to the appropriation notices according to information you have furnished me:

Gerish notice, Dec. 14, 1912; covers Santa Ysabel, assigned to Fletcher;

Day notice, May 7, 1913; Black Canyon, assigned to Fletcher;

Volcan Land & Water Company, Sept. 20, 1912; Santa Ysabel presumably still standing in company;

Isbel notice, March 15, 1913; San Luis Rey, assigned to Volcan Land & Water Company;

Kennedy notice, June 13, 1911; Pamo, assigned to Fletcher;

Ethel Fowler, June 13, 1911; assigned to Fletcher.

The designation of the various notices above means that they are signed of course by the parties whose names are used.

In determining the value of these different appropriations it became important to ascertain what statute was in effect at the time the notices were posted respectively. Up until April 8, 1911, the provisions of the Civil Code were in effect. On the last named date what is sometimes known as the Board of Control Act was passed. This remained in effect until about April or May, 1912, when it was superceded by the first Water Commission act, Jan. 2, 1912, which, however, did not take effect until 90 days after the final adjournment of that legislature, which, as above suggested, would probably be not later than April or May. I do not know just when that legislature adjourned, probably some time in January. The last act remained in effect until August 10, 1913, when the present Water Commission act went into effect.

It thus appears that no notice which you have called to my attention was posted prior to the taking

E.F.-2

effect of the Board of Control act. This act changed the law as it had theretofore existed in the Civil Code so as to provide that where water was to be appropriated for power purposes application would have to be made to the Board of Control. The first three notices above referred to, however, do not mention power purposes. I do not recall how the other notices read and I have not copies with me. They were sent to you I presume by Mr. Treanor under my request of several days ago, but even if they had mentioned power purposes, each was filed, as I understand, after the Board of Control act above referred to went into effect and the application was not made in accordance therewith.

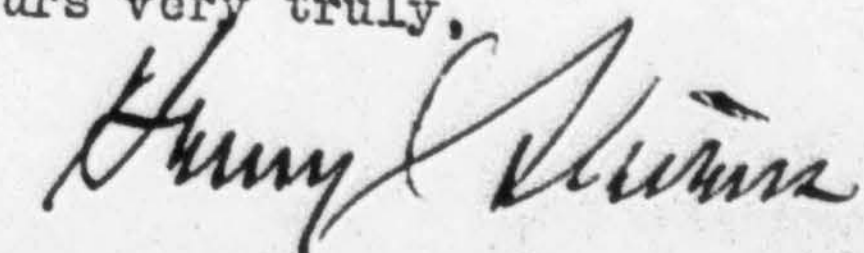
I have recollection as to the Black Canyon notice that there is an application pending before the present Water Commission. I note that this notice was dated May 7, 1913. This was prior to the taking effect of the present Water Commission act but the old Water Commission act was then in force.

Since, therefore, none of these notices antedated the change in the law whereby special application had to be made to a board to make an appropriation for power purposes, I see no objection to the adoption of the latest notices as suggested in your letter to Mr. Treanor of the 18th inst., assuming that in other respects they are as broad and advantageous as the other notices; I have reference particularly to the place and purposes of use.

Since the application to the Commission in the present matter was made in the name of Mr. Henshaw, to me it seems important that the title to these appropriations should be placed in him before they are fully divulged to the Commission. Such as rest in you could easily be assigned, the assignment being dated some time prior to the making of the application. This would be justifiable because in fact Mr. Henshaw has at all times been the equitable owner of whatever rights accrued from these notices. As to any appropriations which by assignment or original appropriation stand in the name of the Volcan Land & Water Company, it is my judgment and advice that an assignment thereof should be made at once to Mr. Henshaw, the same being dated prior to the present application pending before the Commission. This should be done in Arizona. I presume that there is still maintained an organization there. It would not be well to attempt it here because the company is in default on its license tax and any assignment attempted to be made here would probably be void.

HJS/EO

Yours very truly,



(Copy)

March 29, 1921.

Mr. John Treanor,
Corporation Bldg.,
City.

My dear John:

Concerning recent letter of Mr. Jones of the San Diego Gas Company to Mr. Fletcher criticising my action in inserting certain matter in the proposed contract with the Cuyamaca Company, it occurs to me that the following may be worthy of your consideration.

The Cuyamaca Company has certain real property and water rights in flowing streams. There is no such thing as ownership of the corpus of the waters of a stream. Such a property right as one may have in a stream is a usufructuary one. The Gas Company desires to share with the Cuyamaca Company to a limited extent the use of these properties and rights to the end that it may generate electrical energy for the use of its patrons. From all this it appears to me very clear that the Cuyamaca Company is not sharing its water right alone. Indeed this would not be sufficient to meet the requirements of the Gas Company. The Cuyamaca Company is furnishing sites for power houses, rights of way for dams, pipe lines, pole lines and the other component things necessary for the building and maintenance of a hydro electric power plant. It might well be said that instead of the Cuyamaca Company furnishing to the Gas Company, as seems to be the conception of Mr. Jones, a certain amount of water, it is rendering a general service by which the Gas Company is enabled to generate electrical energy for distribution to its patrons, part of such service being the sharing by the Gas Company with the Water Company of its usufructuary right in the water of certain streams. It seems to me that the position of Mr. Jones leads to the conclusion that the Gas Company desires and expects to have granted to it property rights of substantial value, for which it will pay nothing. On the other hand, if the rights in question are of no value, then it is fair to presume that the Railroad Commission in fixing rates would so consider them. If they are of value, then they should enter into the value of the entire service and compensation therefor fixed accordingly. It seems to me wholly illogical to take the position that for some particular part of the whole service which is to be furnished by the Cuyamaca Company only one of the component elements should be considered.

Our position is not unlike that of the Gas Company with its patrons. Certainly in the fixing of rates for electrical energy that company would strenuously and rightfully insist that every element which entered into the creation of the energy should be considered and given its proper value. Why should not the same rule prevail with respect to the contract between these two companies as to all of those things which the Cuyamaca Company is to furnish?

To your logical and clear-thinking mind I am sure this view point of mine will be entirely understandable. As to its validity or practical worth that is another story.

Yours truly,

Henry J. Stevens.

HJS/O

HENRY J. STEVENS
ATTORNEY AT LAW
1104 TITLE INSURANCE BUILDING
LOS ANGELES, CAL.

July 9, 1921.

Colonel Ed Fletcher,
San Diego,
California.

My Dear Ed:

I received a few days ago report of the title on riparian lands of San Luis Rey River. I have already given it some attention and will write the Title Company further, having already written them a letter in regard thereto.

Speaking very generally the certificate shows the title to the lands designated therein as Parcels One to Seventy-four (1 to 74) mainly in Mr. Henshaw; a few parcels being shown in yourself, some of them being subject to certain notes appearing in the certificate.

Parcels 75 and 76 are shown in the Canfield heirs. Parcel 77 in the Southcoast Land Company.

After dealing with the foregoing parcels on pages 1 to 30 of the report, there appears on Page 30 the following:

"And the Southern Title Guaranty Company further certifies that as appears in said record the title, together with the riparian rights, if any appertaining thereto, to the following described real property, situated in the County of San Diego, State of California, is vested in:"

Then follows a statement of the ownership of Parcels 78 to 169, or 92 additional parcels, of which only a dozen or so are shown to be in Mr. Henshaw; the remainder being shown in a great number of persons of whom I have never heard in connection with this matter. In other words, according to this certificate, there is something like roughly speaking 80 parcels, the title to which does not appear to be in either yourself or Mr. Henshaw, or so far as I can see, any person with whom we have any connection.

This is a very great surprise to me, in view of the fact that I had always supposed that there would be only something like half a dozen parcels that Henshaw had not

Col. Ed Fletcher - 2

acquired title to, or, if he had not acquired title thereto, at least controlled same in some way whereby he could get the title or the right to divert the water at Warner's dam. It occurred to me that possibly as to these pieces you may have some contracts with the parties holding the titles, as intimated above. I wish you would go over to the Title Company and look at the certificate (for I presume they have retained a copy of the one they sent me) and advise me at once in regard thereto.

As to the character of these lands embraced in the eighty odd parcels, or their area, I am not advised, nor have I any data from which I can ascertain the facts. I judge, however, from reading the descriptions generally that they must embrace a very large amount of property in area. Of course, I note that a few of the pieces are U.S. Government lands allotted to Indians and a few belong to the State.

I note that Parcel No. 154 is shown in Matthew Hubbert, with a note of a conveyance from B.F. Hubbert and Mary E. Hubbert to Fletcher Salmons Investment Company, and reference is made to the suit which I brought in the name of Mr. Henschaw against Foreman with which you are familiar. This suit, however, seems to proceed upon the theory that B.F. Hubbert and Mary E. Hubbert were the owners of the right contained in a deed to the Fletcher Salmons Investment Company of date December 15th, 1905, and its purpose was to quiet the title to such right as against the Pacific Light & Power interest, Keller, the Southcoast Land Company, and the Canfield heirs.

You will note that the Title Company's report on page 74 says that B.F. Hubbert had no title to the property. It occurs to me that possibly Matthew Hubbert made some conveyance to B.F. Hubbert of which you know but which was never recorded. I refer particularly to this matter because I recall the suit. The question, however, as to whether B.F. Hubbert had any title was never presented to me in bringing that action and I was directed to proceed on the theory that the deed to Fletcher Salmons Company carried the right, and to bring the suit for the purpose of quieting title as against the parties above named.

You will understand, of course, that I have not attempted at this time to go into this matter except in the most general fashion, for I am anxious to get this letter

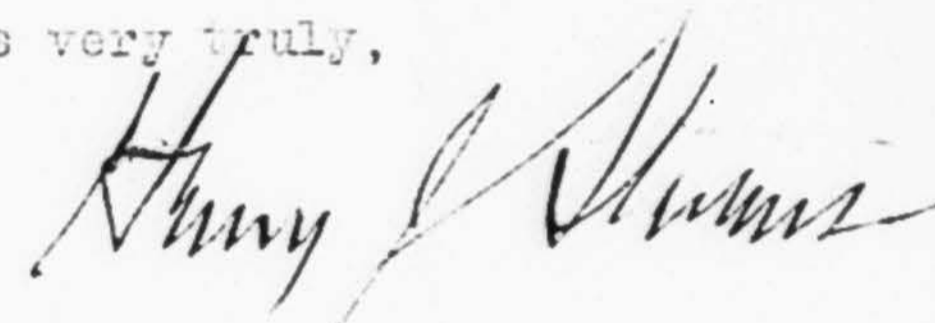
Col. Ed Fletcher - 3

out to you as soon as possible and get an explanation as to all these tracts generally, which I presume you will be able to give.

If the abstract company has not retained a copy of the report they sent to me, kindly telephone and I will forward it at once providing you need it to correctly understand and appreciate my letter.

With my very kindest regards, I am,

Yours very truly,



HJS-G

HENRY J. STEVENS
ATTORNEY AT LAW
1104 TITLE INSURANCE BUILDING
LOS ANGELES, CAL.

August 10, 1921.

Mr. Ed. Fletcher,
San Diego, Calif.

My dear Ed:-

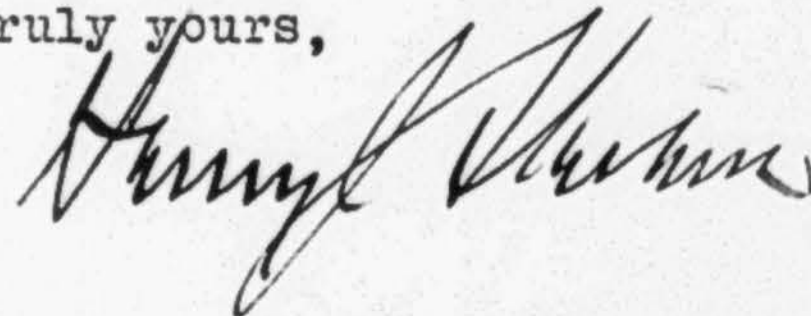
Confirming my conversation with you over the phone today in respect to the form of conveyance of water rights from Ronsse and wife to Mr. Henshaw, I beg to suggest that in the clause granting the right to divert you strike out the words "parts of said county of San Diego" and in lieu thereof insert "territory" so that that part of the sentence in the main will read "into other water sheds and territory" instead of "into other water sheds and parts of said county of San Diego". I suggest this change for the reason stated to you today, and to which I called your attention before, that this project is one of such magnitude that it seems inadvisable to limit the right of diversion for use in San Diego County alone. I probably was inspired to suggest this change by the fact that I know Ferris in Riverside County has been talked of at times as a possible place for using the water.

In the first line of the second clause, which is in the nature of an exception or qualification, I notice that after the word "waiver" the preposition "to" is used when it should more properly be "of". This is probably a clerical error, but below in the next sentence, which reads, "nor to my right except as stated before", I would make the change so as to have the same read as follows: "nor to my right except as above granted to said Henshaw". With these changes made, I believe the instrument will accomplish our purpose. I should probably add that even if these changes were not made I think the instrument would transfer to us the rights we are trying to acquire, but probably with a reservation that we would not be permitted to divert the water for use in another county than San Diego. Certainly there would be some doubt about it and in any event I think you should secure the changes which I have suggested if it is possible to do so.

I am looking forward with very much pleasure to meeting you when we go down Friday.

HJS/EO

Very truly yours,



10 August 1921

Mr. Henry J. Stevens,
Title Insurance Bldg.,
Los Angeles, Calif.

My dear Stevens:

Enclosed find copy of Ronsse riparian
right agreement as finally signed and changed as
per your suggestion over the telephone.

Yours very truly,

EF:KIM

HENRY J. STEVENS
ATTORNEY AT LAW
1104 TITLE INSURANCE BUILDING
LOS ANGELES, CAL.

Aug. 19, 1921.

Mr. Ed. Fletcher,
San Diego, Calif.

My dear Ed:-

Mr. Treanor calls my attention to the matter of the Ronsse deed and suggests that on account of the defect in Ronsse's title you should see to it that Mr. Henshaw is protected in whatever conveyance he gets. In other words, that his money will not be paid to Ronsse for a title which as to some or all of the land may be worthless. It is my recollection that you stated that some of the lands were not in Ronsse's name and this is confirmed by an examination of the report, which shows only parcel 123 and parcel 155 in Ronsse, whereas your deed covers other lands than these. I refer particularly to land in Section 36. In addition to this I would point out that the report shows certain defects in the title which should be cleared up before Ronsse is paid in full. I suggest that you examine the report in this connection and you will see for yourself what the situation is. I trust, however, that all of these matters can be adjusted without much trouble.

Yours very truly,

HJS/EO

Aug. 26, 1921.

Mr. Ed Fletcher,
San Diego, Calif.

My dear Ed:-

Mr. Henshaw was down the other day and in talking over matters in general Cuyamaca was mentioned and I told him I thought that for the good of both you and himself there should be some understanding with respect to the matter of closing up the partnership affairs. Each of you have very grave responsibility in that behalf and I believe should have some definite understanding as to what is to be done. My judgment is that it ought to be in the form of a written memorandum or agreement and I am sure you will concur.

If I should go down to San Diego, as I want to, on this and other matters, say Monday night or Tuesday night could I have enough of the following day to take care of these matters?

I have your note in which you tell me that you have already ordered the fish. I presume you put in your order to have it filled in Oct. or Nov. You will certainly be pleased with them.

Very truly yours,

HENRY J. STEVENS
PER E.O.

ORIGINAL TO CROUCH

2 September 1921

Mr. Henry J. Stevens,
Title Surance Bldg.,
Los Angeles, Calif.

My dear Henry:

Since the contract was signed between Mr. Henshaw and myself last July, the plan seems to be changed, and the probability is that we will make a perpetual contract for the sale of water to the city, and to Escondido, and possibly the Vista Irrigation District, which is now being formed.

Will you please take the matter up with Mr. Treanor and Mr. Henshaw, and get them to agree to an amended agreement between Mr. Henshaw and myself, that in case a sale is made along the lines above described, I am to receive my compensation in that event for my last ten or twelve years' service, and if we cannot agree as to my compensation, then that question shall be left to arbitration in the usual manner.

I am also anxious to get the matter of the one-fourth interest in the Tom and Jim Carroll, the Eucapytus, Culture and the Hulton properties cleaned up, all as per the contract.

Enclosed find copy of letter which I wrote Mr. Treanor today.

Will you please get these matters cleared up at the earliest possible date, for my peace of mind, and I will consider it a favor.

Sincerely yours,

EF:KLM

HENRY J. STEVENS
ATTORNEY AT LAW
1104 TITLE INSURANCE BUILDING
LOS ANGELES, CAL.

Sept. 3, 1921.

Mr. Ed. Fletcher,
San Diego, Calif.

My dear Ed:-

I have your letter of recent date and referring particularly to the matter of talking with Mr. Treanor I shall be more than glad to do so. I am sure that we can come to an amicable understanding. I am sending you a copy of a letter I have written to John, reviewing somewhat in a general way our conversation and which I am sure will meet with your approval. Again let me thank you for your very great kindness. As stated in my letter, instead of going into the high sierras as I had expected to do I am going to Warners. That old messeur there says he can take all of the neuritis out of my limbs and I am going to give him the chance of his life and make a reputation. Whenever I can serve you please command me.

HJS/EO

Very truly yours,

Sept. 2, 1921.

Mr. John Treanor,
c/o Riverside Portland Cement Co.,
Corporation Bldg.,
City.

My dear John:-

I have just returned from a trip to San Diego which I told you I was intending to make when I last saw you in the hospital after your operation. On account of your indisposition I am writing you a longer letter than perhaps would otherwise be justified.

While in San Diego I discussed with Mr. Fletcher, among other things, the status of the Cuyamaca Water Company and particularly the responsibilities, duties and obligations growing out of the relationship between Fletcher, Murray and Henshaw, having in mind that probably a partnership had existed between them prior to the death of Murray, and the attendant obligations and duties incident to the death of Murray. As I have already advised you, in the case of the death of a partner, where a partnership relation has existed, the surviving partner and not the representative of the deceased partner, such as an administrator or an executor, has the power, and is charged with the duty of, winding up the partnership affairs. I had before my visit to Ed talked this matter over with him and he was conversant therewith in a general way and with the responsibilities incident to the carrying on of such business. As I fully expected, Ed had a very proper and right conception of his duties in the premises and I said to him that I thought there ought to be at least some general understanding with respect to expenditures and disposition of property. We talked the matter over at some length, with the result that the understanding was arrived at, first, that there should be no substantial indebtedness incurred without the consent of Mr. Henshaw or his duly authorized representative. I said to Ed that neither Mr. Henshaw nor myself anticipated that he would do otherwise but we thought it well to have the thing definitely understood. Second, with respect to the matter of the sale of property, I said to Mr. Fletcher that I did not anticipate that there would be any immediate necessity therefor. He agreed with me and gave me the most positive assurance that he would not assume to sell the Cuyamaca system or any part thereof without the co-operation and assent of Mr. Henshaw. Knowing Ed. Fletcher as I do, and as I have for some thirty odd years, his assurance to this effect is all that I want in behalf of my client. Of course it was the understanding and agreement

J.T.-2

between us that Mr. Henshaw would likewise assure Mr. Fletcher that he would not transfer or attempt to transfer the property of the Cuyamaca Water Company without first consulting with and getting the consent of Mr. Fletcher. In other words, Ed said that he expected to and would to the last degree co-operate with you and that neither of you would do anything involving a sale or disposition of the property or the incurring of any indebtedness in any substantial amount without the consent of the other.

Ed mentioned the matter of the contract entered into between him and Mr. Henshaw, whereby he would receive certain considerations in the event of the sale of the "Volcan system", and I very frankly told him that in the event of a contract being made whereby instead of the properties being sold the use of the waters should be sold to Escondido and San Diego, that a fair and equitable adjustment would be made with him; that to me it was unthinkable that Mr. Henshaw or you would expect to rid yourself of the liabilities of that contract by disposing of the substance of the thing in some other way. I wish for my sake, as well as for Ed's, that you would assure him along the same lines. I cannot understand why he should have doubted your or Mr. Henshaw's good faith in that respect, if he did. We discussed a good many other questions, particularly with respect to the survey of the river, of which I advised you in a letter dictated in Ed's office. I hope I will have your approval thereof.

I have changed my plan somewhat from what I have heretofore told you, and instead of going into the Sierras, as I had expected to do, I am going back to Warner's Ranch and see if I cannot get a treatment there from the waters and the excellent masseur that I found there that will very much help, if not cure, the neuritis from which I am suffering and have for some time. I only mention this so that if it becomes necessary, during King's survey which may be going on in the next few weeks, he could communicate with me at Warner's and I might go down the river for a day or two with him.

Coming now to the personal side of my trip, which I do not feel that we can overlook, I want to say that we had a very lovely time. Mrs. Stevens and Miss Olsson accompanied me. We stayed at the Stratford at Del Mar over night and then went to San Diego early the next morning. We were able to leave San Diego after lunch and we went to Pine Hills in the afternoon, staying there all night, and then went on to Warner's, where I had a bath and treatment; then home by way of Smith mountain. I never had been able before to get Mrs. Stevens to go over Smith mountain. Miss Olsson was more than anxious to go and we really had a very delightful trip, for which

J.T.-3

I am to a very large extent indebted to your good self, for the car ran splendidly and the driver was quite satisfactory. It is quite needless for me to say that as usual our good friend Ed got ahead of me and arranged things at Pine Hills so that all of our wants were well taken care of. I hope to get even with him some time.

With best regards, I am

Very truly yours,

Henry J. Stevens

HJS/EO

5 September 1921

Mr. Henry J. Stevens,
1104 Title Insurance Bldg.,
Los Angeles, California.

My dear Henry:

Answering yours of September 3d, with copy of letter to Mr. Treanor, reviewing your interpretation in a general way of our conversation will say my recollection of our conversation is as follows:

That I would make no extra-ordinary expenditures on the Cuyamaca System without Mr. Henshaw's consent. He is familiar with our work of re-constructing the flume, which contract was let in July, and which is absolutely necessary to keep the flume in condition to put flood waters in Murray dam next winter. Another matter I think I have written him about is the fact that Kensington Park is paving the streets, and that in all probability we will have to move our leaky pipe lines into the alleys, or else have them condemned by the Board of Supervisors. This means a \$10,000 expenditure alone.

It is my desire to cooperate with Mr. Henshaw in every way, but in the matter of the sale of the Cuyamaca System, my only promise was that I would take the matter up with you personally before taking any action. After I meet the attorney for the Murray Estate and go over matters with him, I will want another conference with you.

I intend absolutely to keep my promise made to you and consult with you as Mr. Henshaw's attorney, concerning every important move and expenditure, but, as I told you when here, the circumstances are such that Mr. Henshaw might sometime in the future deem it to his interest to block the sale of the Cuyamaca System in order that he might sell water from Warner's, therefore, I did not, and could not consistent with my duty as surviving partner of the Cuyamaca Water Company, pledge myself not to sell the system without Mr. Henshaw's assent. I am very sure, however, that no complication of this kind will come up, for this week the La Mesa-East San Diego people will decide on whether they will organize a municipal water district, or enlarge the present La Mesa Irrigation District. If the municipal water district is formed, the city council of East San Diego, within the next two or three weeks, will ask us

Page Two

for an option on the Cuyamaca System. If the district is to be enlarged, the Directors of the present La Mesa district will ask for an option, and it goes without saying the interest of both the Murray estate, Mr. Henshaw and myself is to have the system sold to a district.

Yours very truly,

EF:KLM

cc- Mr. Treanor

HENRY J. STEVENS
800 CORPORATION BUILDING
LOS ANGELES, CAL.
TELEPHONE 105-27

April 12, 1922.

Mr. Ed. Fletcher,
San Diego, Calif.

My dear Ed:-

I am sending you herewith deed to be executed by you and Mrs. Fletcher conveying to myself the interest in the so-called McCray and Gates property, which you acquired under the deed from Mr. Henshaw to yourself and Mr. Treanor, all as per our understanding arrived at in my office this morning. You will observe that in order to better identify the property I have added to the description a statement that it is the intention to convey all of the interest which you received under the Henshaw deed. I had to leave the book and page of the record blank. Will you kindly see to it that this is correctly filled in. After the deed is executed forward to me.

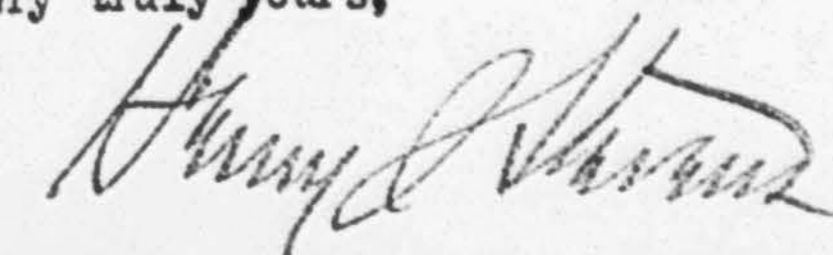
Do not forget to personally take up with Mr. King and Mr. Crouch the matter of the description of the other interest in this property which is to be conveyed for the purposes of a damsite and reservoir, so that there will surely be included not only the land upon which the dam will rest and the reservoir site but also sufficient land below and around the dam for use in constructing and maintenance and also make the westerly line sufficiently far down the stream so as to include the site that may be ultimately chosen, all in accordance with our discussion this morning.

In looking at the riparian map before me, as I write this, I do not see any lot numbered 2 in Section 10. There are two No. 1's. I think, however, it must be a mistake. Kindly advise me if I am not correct in my supposition so that I can make the change in my map accordingly. I presume you have a copy of the map to which I refer. I probably should further add that it is the understanding that if the dam is not erected somewhere on the property conveyed, within the time to be stated, re-conveyance of the interest in the property for dam and reservoir purposes will be made to you. I think the time should not be less than three years. Of course it is understood that this condition does not apply to the deed for the one-eighth interest in these McCray-Gates lands which I am inclosing herewith. With respect to that it is the understanding that the title is to be vested in Mr. Henshaw absolutely.

After you and Mr. King and Mr. Crouch have gotten up the deed covering the dam and reservoir site kindly forward me copy so that I can go over it and I think it would be well for Mr. King to give us some explanation from which we could check up and determine the relation of the description to the dam site which is being tentatively at least considered.

HJS/EO

Very truly yours,



E.F.-2

P. S. Since writing the accompanying letter, it occurs to me that it would be unwise to have the description of the reservoir the highest water level line, for certainly the owner of the reservoir should have some distance above the high water line for the purpose of access to the lake and protection etc. in respect thereof. Please consider this.

Henry J. Stevens
Per E.C.

April
Thirteenth
1922

McCray Property
WARNER DAMSITE

Mr. HENRY J. Stevens,
800 Corporation Building,
Los Angeles, Calif.

My dear Mr. Stevens:

As per our understanding yesterday, enclosed find map of the McCray-Gates property, on which map is a location made by Engineer Case of damsite No. 2 at the lower site.

Enclosed herewith find deed which Mrs. Fletcher and I are willing to sign, giving without charge to Mr. Henshaw, my undivided half interest in the lands for the damsite and reservoir site, covering the property that I acquired from Mr. Gates, with reservation to me in case the land is not used for that purpose. If you have any changes to suggest, let me know.

Please have Mr. Treanor write me a letter in relation to our understanding regarding the re-transfer of the McCray property so there may be no misunderstanding in the future.

Yours sincerely,

EF:KIM

cc- Mr. Treanor
Mr. Henshaw

KNOW ALL MEN BY THESE PRESENTS that we, Ed Fletcher and Mary C. B. Fletcher, husband and wife, of the City of San Diego, County of San Diego, State of California, for and in consideration of One Dollar (\$1.00), receipt of which is hereby acknowledged, do hereby grant unto Henry J. Stevens of the City of Los Angeles, California, all our right, title and interest in and to the following described real property in the County of San Diego, State of California, and more particularly described as follows, to-wit:

All lands in the South Half of the South East Quarter of Section Four (4), and the North East Quarter of the North East Quarter of Section Nine (9) and Lots One (1) and Two (2) of Section Ten (10) all in Township Eleven South, Range Two (2) East, S. B. M., lying below the top contour of any dam that may be built in the South West Quarter of the South East Quarter of Section Four (4), Township Eleven (11) South, Range Two (2) East, S. B. M.

And the said grantors above mentioned, being the owners of an undivided one-half (1/2) interest in the real property hereinafter mentioned, do likewise grant, as such owners, unto the said Henry J. Stevens the right to construct and maintain a dam on the South West Quarter of the South East Quarter of Section Four (4), Township Eleven (11) South, Range Two (2) East, S. B. M. for the purpose of impounding water to flood the lands hereinbefore described, and also grant to the said grantee one (1) acre of ground adjoining the dam upon the property last described to be hereafter selected, surveyed and described and conveyed within two (2) years from date hereof, for the purpose of maintaining thereon caretaker's cottage et cetera, and likewise dedicate as a public highway a road forty (40) feet in width to be likewise selected, surveyed, described and conveyed for the purpose of ingress and egress to the said dam, also hereby grant to the said grantee the right to enter upon and take from the said premises sand and rock for the purpose of constructing the dam hereinafter mentioned.

Both of the grants hereinabove mentioned are upon the following expressed terms and conditions, to-wit:

1. That within three (3) years from the date hereof there shall be constructed upon the lands last above mentioned a dam of sufficient height to impound at least One Hundred Ninety Thousand (190,000) acre feet of water.
2. That a four-wire fence shall be constructed by the time said dam is completed and at all times maintained enclosing the lands first hereinabove mentioned.
3. In the event any of the terms and conditions hereinabove mentioned shall not be complied with, then the title to said property shall revert to the grantors herein.

IN WITNESS WHEREOF we have hereunto set our hands this _____ day of April, 1922.

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN DIEGO 0

On this _____ day of _____, 1922, before me, the undersigned, a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared Ed Fletcher and Mary C. B. Fletcher, husband and wife, personally known to me to be the persons whose names are subscribed to the foregoing instrument, and they duly acknowledged to me that they executed the same.

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

Notary Public in and for the
County of San Diego, State of
California.

My Commission Expires _____.

San Diego County Water Company

724 South Spring Street

Los Angeles, Cal.

April 15, 1922.

Mr. Ed. Fletcher,
San Diego, Calif.

My dear Ed:-

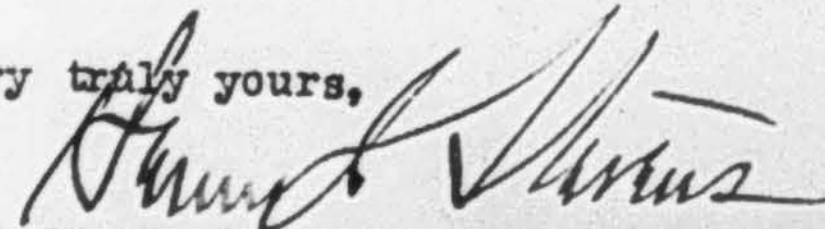
I have yours of the 13th inst. with inclosed form of deed covering dam and reservoir site but it is not satisfactory. First, the qualification of the description by the clause "lying below the top contour of any dam that may be built" etc., renders the matter so uncertain and indefinite that I question its validity. No such deed, as, I think, upon reflection, you will readily concede, should have a forfeiture clause that a failure to maintain a fence would work a reversion of the title. I am sure you did not appreciate this. Now Ed, I think the fair and right thing in this situation to do is for you to make a deed to me, as the representative of Mr. Henshaw, of all of your interest in the McCray property, so-called, to-wit:

South one-half ($S\frac{1}{2}$) of the Southeast Quarter (S.E. $\frac{1}{4}$) of Section Four (4); the Northeast Quarter (N.E. $\frac{1}{4}$) of the Northeast Quarter (N.E. $\frac{1}{4}$) of Section Nine (9) and Lots One (1) and Two (2) of Section Ten (10), all in Township Eleven (11) South, Range Two (2) East, S. B. M.,

and take from me a letter or a contract, if you wish it, whereby I will agree to convey to you all of the interest which I acquire under your deed in that portion of said lands which, if the dam is built, will not be required for the site of the dam or the reservoir to the highest level to which water therein may reach and a sufficient space around the outside of the highest water level and below and around the damsite for the construction, maintenance and protection of the dam and reservoir, including a site for a caretaker's house and such other land as would be reasonably required for all incidental purposes. This would be on the assumption that the dam was built. The letter or contract could further provide that if no dam was built within three years, then the whole of the interest so conveyed to me would be returned to you. If you want my honest judgment about the matter, knowing what I do of the entire situation, I think the really correct thing for you to do is to convey all of your interest in all of these so-called McCray lands to me, for Mr. Henshaw, on the condition that if a dam is not built within three years your interest thus conveyed will revert to you. And I might say further that I am sure such action on your part at this time would be appreciated by everybody. Won't you please, upon receipt of this, call me up on Monday morning and advise me as to what you are willing to do, as Mr. Treanor desires to know what your decision is at this time.

HJS/EO

Very truly yours,



April
Eighteenth
1922

Gates-McCray Property
Warner's damsite

Mr. Henry J. Stevens,
c/o Riverside Portland Cement Co.,
Los Angeles, California.

My dear Henry:

Answering yours of the 15th, will say that I am willing to deed to Mr. Henshaw free of charge my half interest in the Gates-McCray lands below the top contour of any dam that may be built, as well as right of ingress and egress, the necessary land for the damsite, an acre of ground for the caretaker's house, and to dedicate a public road to the dam connecting up with the main highway east and west; Mr. Henshaw to do likewise covering his half interest, which Mr. Treanor and I are re-selling to Mr. Henshaw.

There was no intention of having a forfeiture clause for the failure to maintain the fence.

You agreed with me, when in Los Angeles, that the deed should carry a reversionary clause to me if the dam were not built within three years.

With Mr. Henshaw's approval, or with Mr. Treanor's approval, representing Mr. Henshaw, I am perfectly willing to deed this property under the conditions above stated.

I appreciate your friendly suggestion, but I do not see where Mr. Treanor has any right to ask me to deed all my property that I received from Mr. Gates to you for Mr. Henshaw's benefit, and I do not believe Mr. Henshaw would ask it himself. For your information will say Mr. Henshaw paid between \$7,000 and \$8,000 for a half interest in the McCray property, so-called, Mr. Gates owning the other half interest, and Mr. Gates saw fit to deed me that property as a friend, and for services that I had rendered and for which I had never been paid. I explained this matter to Mr. Henshaw, and on December 25, 1920, Griffith Henshaw wrote me as follows:

"In answer to yours of December 14th, I took up the matter of the property that C. W. Gates deeded to you with my father. He says he is

perfectly satisfied to handle it the way you suggest, that is you transfer to him the riparian rights of diversion, reserving the ownership of the land as Mr. Gates' gift to you.

Yours very truly,
(Signed) GRIFFITH HENSHAW

I secured the riparian rights for nothing for Mr. Henshaw, what would easily have cost several thousand dollars, and feel I have rendered a service in so doing. If the dam is built at the lower site on the McCray-Gates property I feel I am rendering another big service by deeding free of charge the undivided half interest in the Gates lands needed for reservoir purposes. I do not see, under the circumstances, how Mr. Treanor has any right to ask me to do any more than I have done.

If Mr. Treanor will write me a letter stating that it was an error on the part of the San Francisco office in their selling the other half of the McCray property to Treanor and Fletcher, and state the terms and conditions under which the property is to be deeded back, the deed to that portion of the McCray property acquired by Treanor and Fletcher, which you sent down, will be signed. Mrs. Fletcher has been out of town for a week on a vacation and does not return until next Thursday.

I am sure the deed that we sent up is a legal one and that the title company will certify to it, but I am willing to make additional agreement, in writing, to execute a new deed when the dam is completed, or you can put in this deed that a map is to be eventually filed when you have determined the height of the dam, and to be signed by both parties in interest.

I would be glad to have you prepare a deed along the lines above mentioned for the signature of Mrs. Fletcher and myself, on her return, but matters can be much simplified by waiting until you determine where you are going to build the dam and to what height. I am willing to sign an agreement to give a deed for the needed lands and put it on record now. Perhaps this is the best way, the understanding being that this deed is being given for the benefit of Mr. Henshaw under the terms of my agreement with Mr. Henshaw, dated June 20, 1920 covering my compensation on the Volcan project.

Yours very truly,

EF:KIM

cc- Mr. Treanor
Mr. Henshaw

*cc of
list*

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

FEDERAL TELEGRAPH COMPANY

R. P. SCHWERIN, Pres.



RADIOGRAM

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

	DAY MESSAGE
X	DAY LETTER
	NIGHT MESSAGE
	NIGHT LETTER

RECEIVER'S NO.	TIME FILED	CHECK	INDICATE BY	X	RATE DESIRED
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Send the following message, subject to the terms and conditions printed on the back hereof, which are hereby agreed to.

Date Filed April 18, 1922 192

Mr. Henry J. Stevens,
800 Corporation Bldg.,
Los Angeles, Calif.

Your letter April Fifteenth delivered yesterday afternoon's mail during my absence in the mountains. Have written fully today. Could not sign deeds anyway Mrs. Fletcher being out of town for week returning next Thursday

ED FLETCHER

Chg Fletcher Co.

HENRY J. STEVENS
800 CORPORATION BUILDING
LOS ANGELES, CAL.
TELEPHONE 105-27

April 19, 1922.

Mr. Ed. Fletcher,
San Diego, Calif.

My dear Ed:-

I am sending you herewith an agreement somewhat hastily prepared but which I trust you will find fairly satisfactory. I agree with you that after surveys are completed, so that we will know more definitely just what land shall be required to fairly take care of the dam and reservoir, and the incidental uses and purposes, proper instruments in conformity therewith should be executed and you and I can agree, I am sure, that this will be done. Unless I hear from you to the contrary, I shall take this for granted.

Yours very truly,

HJS/EO

*Henry J. Stevens
Per E.O.*

P. S. You will note that following the first description in the instrument I am sending you is a blank, in which I want you to insert the number which in your judgment would be proper as representing the space above the highest water line that Mr. Henshaw should have in connection with the reservoir and dam for the proper protection and care thereof. I have expressly left this to your sense of what is right and fair and I know that you will not make it too small. No one will appreciate better than yourself the importance of having a space of that kind above a reservoir.

*H. J. S.
Per E.O.*

April 19, 1922

Mr. Henry J. Stevens,
Corporation Building,
Los Angeles, California.

My dear Stevens:

I received a telephone message from Mr. Engel asking me to meet him at Oceanside Thursday morning and take him to the Lake Hodges dam, etc. also to take him and his party to Imperial Valley and we will not return until Saturday night or Sunday.

I am perfectly willing to deed anything to you providing Mr. Treanor and I can decide on details and anything you want me to sign send down so I can take it up with my attorney and get it settled the first of next week.

Yours sincerely,

BF:KLM

cc- Mr. Treanor
Mr. Henshaw

April 30, 1922

Mr. Henry J. Stevens,
Corporation Building,
Los Angeles, Calif.

My dear Stevens:

Answering yours of April 19th, will say I am pleased that you agree with me that an agreement to give a deed in the matter of the Gates-McCray property is the thing to do now, and a deed later on when you know exactly what you want.

You have made an error in the description of the property and we have changed it. The deed has been signed, acknowledged and recorded today with the following changes:

First - The Legal description

Second - The changing of the first line below the first description to read "below the top elevation of the main structure of any dam"

Third - The insertion of the following clause:

And in order that there shall be no cloud upon the title of the grantors herein to the said property in the event such dam should not be constructed, it is further agreed that unless such deed shall be executed and recorded within two months from the expiration of said three year period, or proceedings be brought to enforce the execution of such deed, that then and in that event all rights of the grantees herein shall cease and terminate."

I have made the top of the main structure of the dam as the proposed fence line, for I know of no water company that has ever asked for any land above the top contour of the dam. When it comes to making a deed, however, if you can show me the necessity of it from the standpoint of operating the system, I am sure we can get together on that point. Number three I have included on the instructions of my attorney, Mr. Crouch. Mr. Crouch insisted that I put the clause in there that the work on the dam should commence within a certain period, or this is null and void. I am leaving it out, but ask you to write me a letter stating that as soon as it is definitely decided that no dam will be built on the Gates property, that you will re-transfer this property to me.

Page Two /

I hope the above is satisfactory and meets with your approval. If not I am sure we can mutually agree on matters when it comes to making a grant deed, and you find out exactly what you want.

Yours truly,

EF:KLM

cc- Mr. Treanor
Mr. Henshaw

P. S. I am deeding this property to you on the instructions of Mr. Treanor, representing Mr. Henshaw, and without any consideration, on the understanding that this deed is made for the benefit of the Volcan project, under my agreement with Mr. Henshaw and you will transfer this property to the Volcan project without additional consideration in case the dam is built at the McCray-Gates property.

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned, Ed Fletcher and Mary C. B. Fletcher, husband and wife, for a valuable and adequate consideration unto us moving, do hereby agree with Henry J. Stevens of Los Angeles, California, that we will on demand grant to him all of our right, title and interest in and to that portion of the following described real property situated in the County of San Diego, State of California, to-wit:

All lands in the South one-half (S. $\frac{1}{2}$) of the Southeast quarter (S.E. $\frac{1}{4}$) of Section Four (4), and the Northeast quarter (N.E. $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section Nine (9), and Lots One (1) and Two (2) of Section Ten (10), all in Township Eleven (11) South, Range Two (2) East, S.B.M.,

lying below the top elevation of the main structure of any dam that may be constructed across the San Luis Rey River at any point on said land, within three years from the date hereof, by him, his successors or assigns, together with an acre of ground to be selected by him for the purpose of maintaining thereon a residence for a caretaker of said dam and for other administrative buildings and purposes in connection with said dam, which acre of ground shall adjoin or be adjacent to the site upon which said dam may be constructed, and we do further agree to dedicate as a public highway a road forty feet in width at such place or location on said

South one-half (S. $\frac{1}{2}$) of the Southeast quarter (S.E. $\frac{1}{2}$) of Section Four (4), and the Northeast quarter of Northeast Quarter (NE $\frac{1}{4}$) of Section Nine (9), and Lots One (1) and Two (2) of Section Ten (10), all in Township Eleven (11) South, Range Two (2) East, S. B. M.,

as may be selected by said Henry J. Stevens for the purposes of a right of way for access to and egress from said damsite and any reservoir that may be created thereby.

And we do hereby ^{further agree to} grant to said Henry J. Stevens, his successors and assigns, the right to enter upon said lands last above described and to construct and perpetually maintain

a dam across said river at such point as may be selected by him, his successors or assigns, together with the right to maintain a reservoir on said last above described lands of sufficient capacity to store the waters which may be impounded by said reservoir; also the right to enter upon any and all of said lands last above described and to take therefrom and use all such rock and other material as may be required in the construction of any such dam, and also the right of way over any such lands for all necessary spillways which may be constructed in connection with such dam, and for a pipe line or other conduit which may be constructed or maintained in connection therewith, or for the purpose of conveying the water away from said reservoir.

It is understood that the ^{is} agreement ~~and grant of~~ ~~rights herein contained~~ is upon the condition that a dam shall be constructed upon the lands hereinbefore referred to for the purpose of impounding the water of said river as aforesaid, within three years from the date hereof, by the said Henry J. Stevens, his successors or assigns, and that if such dam is not so constructed within said time, then the obligation to grant any interest in said lands to said Henry J. Stevens, herein contained, ~~and any grant of rights hereby made~~, shall determine and cease and no longer be of any force or effect.

IN WITNESS WHEREOF we have hereunto set our hands this 20th day of April, 1922.

And in order that there shall be no cloud upon the title of the grantors herein to the said property in the event such dam should not be constructed, it is further agreed that unless such deed shall be executed and recorded within two months from the expiration of said three year period, or proceedings be brought to enforce the execution of such deed, that then and in that event all rights of the grantees herein shall cease and terminate.

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned, Ed Fletcher and Mary C. B. Fletcher, husband and wife, for a valuable and adequate consideration unto us moving, do hereby agree with Henry J. Stevens of Los Angeles, California, that we will on demand grant to him all of our right, title and interest in and to that portion of the following described real property situated in the County of San Diego, State of California, to-wit:

All lands in the South one-half (S.½) of the Southeast quarter (S.E.¼) of Section Four (4), and the Northeast quarter (N.E.¼) of the Northeast Quarter (NE¼) of Section Nine (9), and Lots One (1) and Two (2) of Section Ten (10), all in Township Eleven (11) South, Range Two (2) East, S.B.M.,

lying below the top elevation of the main structure of any dam that may be constructed across the San Luis Rey River at any point on said land, within three years from the date hereof, by him, his successors or assigns, together with an acre of ground to be selected by him for the purpose of maintaining thereon a residence for a caretaker of said dam and for other administrative buildings and purposes in connection with said dam, which acre of ground shall adjoin or be adjacent to the site upon which said dam may be constructed, and we do further agree to dedicate as a public highway a road forty feet in width at such place or location on said

South one-half (S.½) of the Southeast quarter (S.E.¼) of Section Four (4), and the Northeast quarter of Northeast Quarter (NE¼) of Section Nine (9), and Lots One (1) and Two (2) of Section Ten (10), all in Township Eleven (11) South, Range Two (2) East, S. B. M.,

as may be selected
a right of way
reservoir that

his successors and
last above described

a dam across said river at such point as may be selected by him, his successors or assigns, together with the right to maintain a reservoir on said last above described lands of sufficient capacity to store the waters which may be impounded by said reservoir; also the right to enter upon any and all of said lands last above described and to take therefrom and use all such rock and other material as may be required in the construction of any such dam, and also the right of way over any such lands for all necessary spillways which may be constructed in connection with such dam, and for a pipe line or other conduit which may be constructed or maintained in connection therewith, or for the purpose of conveying the water away from said reservoir.

It is understood that the ^{is} agreement ~~and grant of rights herein contained~~ is upon the condition that a dam shall be constructed upon the lands hereinbefore referred to for the purpose of impounding the water of said river as aforesaid, within three years from the date hereof, by the said Henry J. Stevens, his successors or assigns, and that if such dam is not so constructed within said time, then the obligation to grant any interest in said lands to said Henry J. Stevens, herein contained, ~~and any grant of rights hereby made~~, shall determine and cease and no longer be of any force or effect.

IN WITNESS WHEREOF we have hereunto set our hands this 20th day of April, 1922.

ED FLETCHER

MARY C. B. FLETCHER

KNOW ALL MEN BY THESE PRESENTS that we, Ed Fletcher and Mary C. B. Fletcher, husband and wife, of San Diego, State of California, for and in consideration of the sum of Ten Dollars (\$10.00) receipt whereof is hereby acknowledged, do hereby grant unto Henry J. Stevens of Los Angeles, State of California, as his sole and separate estate and property, an undivided one-eighth (1/8) interest in and to that certain real property situated in the County of San Diego, State of California, and more particularly described as follows, to-wit:-

Lots One (1) and Two (2) of Section Ten (10) Northeast Quarter of Northeast Quarter of Section Nine (9); South half of Southeast Quarter; South half of Southwest Quarter; and Northwest Quarter of Southwest Quarter of Section Four (4) all in Township Eleven (11) South, Range Two (2) East, S. B. M.,

It being the intention of the grantors herein to convey hereby to said Henry J. Stevens all of the right, title and interest in and to said property conveyed by William G. Henshaw and Hettie T. Henshaw to said Ed Fletcher by deed to him and John Treanor recorded in the office of the Recorder of San Diego County in Book of Deeds 875, page 404;

TO HAVE AND TO HOLD the above described real property hereby conveyed unto the said Henry J. Stevens, his heirs and assigns, as his sole and separate estate and property.

IN WITNESS WHEREOF we have hereunto set our hands this 20th day of April, 1922.

ED FLETCHER

MARY C. B. FLETCHER

HENRY J. STEVENS
800 CORPORATION BUILDING
LOS ANGELES, CAL.
TELEPHONE 105-27

May 3, 1922.

Mr. Ed. Fletcher,
San Diego, Calif.

My dear Ed:-

This is to acknowledge receipt by your hand of deed from William G. Henshaw and wife to John Treanor and Ed Fletcher, recorded March 31, 1922, in Book 875 of Deeds, page 404 Records of San Diego County.

Very truly yours,

HJS/EO

Henry J. Stevens

KNOW ALL MEN BY THESE PRESENTS:

That we, Ed Fletcher and Mary C. B. Fletcher, husband and wife of the City of San Diego, County of San Diego, State of California, for and in consideration of the sum of Ten (\$10.00) Dollars, receipt whereof is hereby acknowledged, do hereby grant, assign and set over unto Henry J. Stevens of Los Angeles, California, his heirs and assigns, the perpetual right to construct and perpetually maintain a dam and reservoir on the San Luis Rey River at any point above or easterly from the westerly line of Sections 3 and 10, Township 11 South, Range 2 East, S.B.M., in said County of San Diego, together with the perpetual right to impound and store in said reservoir all of the waters of said river and of its tributaries, affluents and watershed, and to divert the same within or without the watershed of said river.

And we and each of us do hereby consent to the construction and maintenance of said dam and reservoir and the diversion of the said waters of said river as aforesaid, and waive any and all right or rights which we or either of us have or claim to have, either as owners of lands riparian to or near or adjacent to said river or otherwise, to object to the construction of any such dam or reservoir on said river, or to the impounding of any of the waters thereof in such reservoir, or to the diversion thereof within or without the watershed of said river.

This grant and each and all of the provisions herein contained, shall bind any land owned by us or either of us or in which we or either of us have any interest whatsoever, riparian to said San Luis Rey River, or lying near or adjacent thereto, which might be in any way affected by the building of such dam or impounding of the waters of said river or the diver-

Deed from Husband
to Isaac & Fletcher
to Mr J to take to
La 5/3/22

sion thereof as aforesaid.

And shall bind, likewise, our and each of our heirs, and assigns, and shall inure to the benefit of the successors, assigns and grantees of the said Henry J. Stevens.

This instrument shall not be construed as a waiver of our, or each of our rights, to any of the waters which may flow into the said San Luis Rey River to the west of and below the said dam and reservoir; nor of our rights, except as above stated, to use any water that notwithstanding the construction of said dam and reservoir may thereafter flow over, under or across said lands belonging to us or either of us.

IN WITNESS WHEREOF we have hereunto set our hands this 6 day of May, 1922.

Ed Fletcher

Mary C. B. Fletcher

Ed Fletcher Company

FLETCHER BUILDING
920 EIGHTH ST.
SAN DIEGO, CALIFORNIA

AGENTS
PINE HILLS
DEL MAR
GROSSMONT

May 6, 1922.

Col. Ed Fletcher,

San Diego, California.

Dear Sir:

Referring to the deed signed by you and Mrs. Fletcher to myself covering the right to construct the so-called Warner's Dam, and waiver of all riparian and other rights which might be affected by the impounding and diversion of water, I beg to say that it is the understanding that such deed will be taken by me in trust for Mr. Henshaw, and the rights thus conveyed will be considered as part of the water properties of the Volcan System referred to in the contract between you and Wm. G. Henshaw of date July 28th, 1920.

I beg to say further that pursuant to our understanding today in your office, I will not record this deed until you get from Mr. Henshaw, or Mr. John Treanor, his Attorney in Fact, written authority for the execution of the deed to me, and in the event such written authority shall not be secured, then the said deed is to be inoperative.

Henry J. Stevens

HENRY J. STEVENS
800 CORPORATION BUILDING
LOS ANGELES, CAL.
TELEPHONE 103-27

May 8, 1922.

Mr. Ed. Fletcher,
San Diego, Calif.

My dear Ed:-

Upon my return to the office this morning I find that Mr. Treanor sent you a telegram on Saturday, copy of which is as follows:

"On behalf of Mr. Henshaw I hereby authorize you to convey all riparian or other water rights on the San Luis Rey to Henry J. Stevens".

I am sure this will meet your requirements as to your being authorized by Mr. Henshaw or Mr. Treanor to make the deed which you delivered to me Saturday and referred to in my letter concerning the same of that date. I wish you therefore would advise me at once that the conditions have been complied with and that I may record the deed at once.

Yours very truly,

HJS/EO

Henry J. Stevens
Per E.O.

May 10, 1922

Mr. Henry J. Stevens,
800 Corporation Building,
Los Angeles, Calif.

My dear Stevens:

Answering yours of May 8th, will say on my return Saturday night I found Mr. Treanor's telegram, and you are authorized to record the deed at once.

I thank you for asking me to write a letter covering the question of differences between Mr. Treanor and myself. It shows a true spirit of friendship, however, Mr. Treanor and I had a conference yesterday and he assured me that he desired to forget everything and start over again, and I was very pleased to know that that was his attitude.

I am sorry, Henry, that you had to be the "goat" in this matter, but you can count on my support one hundred percent, and I shall give Mr. Treanor no cause whatever for criticism in assisting him in the development of Mr. Henshaw's water project.

Yours sincerely,

EF:KLM

HENRY J. STEVENS
800 CORPORATION BUILDING
LOS ANGELES, CAL.
TELEPHONE 105-27

May 11, 1922.

Mr. Ed. Fletcher,
San Diego, Calif.

My dear Ed:-

I am in receipt of your letter of the 10th inst. It is quite unnecessary for me to say that I am very glad that you and Mr. Treanor had a frank talk. As I told you, and I repeat, John Treanor is a man just and honest to the very last degree and it was a matter of very sincere regret on my part that differences should have arisen between you.

I am acting on your direction that I may record the deed from Mrs. Fletcher and yourself to me. I hope henceforth that things may run most smoothly and you may depend upon me to contribute what I can to that end.

Yours very truly,

HJS/EO

Henry J. Stevens
Ch. E. C.

[copy RIPARIAN R75-
S. L. R. WARNERS]
CERN

M A Y
1 2 t h
1 9 2 2

Mr. Henry J. Stevens,
800 Corporation Building,
Los Angeles, California.

Dear Mr. Stevens:-

In reply to your favor of the 9th inst., and further with reference to certain matters which we were discussing last Friday, we submit the following for your information:

First taking up the matter set out in the second paragraph of your letter of the 9th referring to the deed from William E. Gird to Charles Forman dated January 24, 1906 and recorded January 26, 1906 in Book 384 page 32 of Deeds (you referred to this deed in your letter as being recorded in Book 284 page 32 we have checked up this reference and find 384 page 32 to be correct. This deed is, therefore, one of the deeds referred to in the deed to Canfield from Gird); the deed from Charles Forman and Mary Forman, his wife, to William E. Gird, dated March 13, 1911 and recorded April 5, 1911 in Book 511 page 303 of Deeds (a copy of which you requested in your letter and which we take pleasure in sending you herewith) and the deed from William E. Gird to C. A. Canfield, dated September 4, 1912 and recorded September 11, 1912 in Book 577 page 86 covering certain premises included in Parcel 43 of our report, the situation seems to be as follows:

The deed from Gird to Forman recorded in Book 384 page 32 of Deeds includes in its description all that portion of the Rancho Monserrate, which is covered by the description in the deed from Gird to Canfield, recorded in Book 577 page 86 of Deeds, with the exception of those lots described in the deed from Forman to Gird, recorded in Book 511 page 303 of Deeds. Mr. Forman acquired the title to the premises described in his deed to Gird, appurtenant water rights included, by virtue of a grant deed from Horace A. Johnson and Fannie M. Johnson, husband and wife, dated February 17, 1906 and recorded January 17, 1907 in Book 404 page 119 of Deeds, and was the owner thereof until March 14, 1911, the date of his deed to Gird, recorded in Book 511 page 303 of Deeds, in which deed the right to construct the dam at Warner's Ranch etc., is specifically reserved to Mr. Forman. As Mr. Forman had on January 24, 1906, by virtue of the deed to him from Gird, acquired this right as against the balance of the property described in the deed to Canfield, it would seem that the Canfields are estopped as to all premises in the Rancho Monserrate acquired by the deed from Gird at Book 577 page 86 of Deeds, especially since this right is specifically reserved in the deed from Forman to Gird and also by reference in the deed from Gird to Canfield. The rights of Mr. Forman are now vested in Mr. Henshaw by virtue of the deed from Forman to Smith, dated June 22, 1911 and subsequent conveyances and proceedings with which you are familiar.

Mr. Gird held the title to the premises described in Book 384 page 32 of Deeds at the date of said deed and had good right to convey the same to Mr. Forman.

With reference to Parcels 75 and 76 it seems that our vesting of the same as now shown in our report is incorrect, and that the same should be corrected by striking out the words "Florence E. Whitney" etc., to and including the words "an undivided three-fourths" at pages 1 and 2 of our report and inserting in place thereof the words "Charles E. Culver".

Also as to the vesting of Parcel 119 at page 32 of our report the words "subject to a Declaration of Homestead by Francisco Moreno, recorded December 16, 1901 in Book 8 page 108 ~~of Declarations of Homesteads~~" should be stricken out.

We have made the above changes in our copies of said report and are sending Mr. Fletcher a copy of this letter for his information.

As to Parcels 124, 125, 129 and 131, we have checked to date all the lands described therein and find that no government patent has been recorded as yet, covering any of said premises.

The description set out in the note following Parcel 84 at page 41 of our report, as definitely as we can ascertain from the records, includes a portion of Parcel 84. At the date of the deed referred to in said note namely: August 27, 1886, S. A. Jones was owner of the lands described as Parcel 84. However this deed was not recorded until September 29, 1891, and on January 31, 1891 S. A. Jones made his grant deed to H. T. Gordon conveying the lands described as Parcel 84 by proper description, which deed was recorded in Book 175 page 160 of Deeds on February 4, 1891, several months before the deed to Steinman was recorded. The subsequent chain of title is that of Gordon and his successors in interest, said Steinman apparently making no claim to these lands.

As regards Parcel 105 the final decree of distribution entered by the Superior Court of this County in the matter of the Estate of Augustus McWhirter, deceased, does not appear to be broad enough in its phraseology to cover any premises other than those specifically described therein, which description does not include the premises set out under this Parcel.

We have been fortunate in our further search as to Parcel 148. As set out in the note following the description of said Parcel on page 71, an apparently new chain of title was started by Stephen D. Lanpher by a grant deed recorded in Book 179 page 196 of Deeds. There appears of record in Book 26 page 80 of Deeds a deed from O. Loman Cropper (in whom we vested this Parcel at page 34) to Stephen D. Lanpher, recorded July 20, 1875. Upon searching through the files of original instruments which have been recorded but have not been delivered by the County Recorder we found the original deed from Cropper to Lanpher, and it appears that the eighty acres described as Parcel 148 are described in said deed, but had not been copied into the records through error of the copyist in the Recorder's Office. We took the matter up with Mr. Ferry, our Recorder, and he agreed with us that he had authority to correct the records to conform to the original deed, since the

original instrument itself had never left his office. This he has done, so that we can now further amend our report by striking out in its entirety the note following the description of Parcel 148 by striking out in its entirety the vesting of Parcel 148 at page 34 and by changing our first vesting at page 1 to read "Wm. C. Henshaw as to Parcels 1 to 13 inclusive 16 to 60 inclusive, 60 1/2 and 148".

With reference to Parcel 123 we find that since the date of our report, namely on August 23, 1921, Ernest C. Ronsse commenced an action in the Superior Court of this County (Civil Case No. 35561) to quiet his title to said premises, as against Mary Wackerman, Frank Peters, Maggie Peters, Charles Douglas Mackenzie, Lillian Douglas Mackenzie, C. D. Mackenzie, Lily D. Mackenzie, James Allen Simpson, James A. Simpson, Charles D. Rolfe, and two fictitious persons. As Mr. Henshaw has, since the date of our report, received a deed from Ronsse of the right to build the dam etc., as against these premises, the regular pursuit of this action to a decree favorable to the Plaintiff will inure to the benefit of Mr. Henshaw as grantee of Mr. Ronsse. Concerning the note following the description of Parcel 155, it appears from the records that J. M. Crutcher had conveyed to other parties the premises referred to in said note by a deed dated and recorded prior to his deed to Forman. However, this matter will probably not seem important to you at this time, as Mr. Henshaw has secured a deed of the right to build the dam etc., as against all of the premises described as Parcel 155 from Mr. Ronsse, in whom we vested the title at page 35, which deed was recorded August 10, 1921.

In view of the change of vesting of Parcels 75 and 76 we presume that you will not now desire the copies of the deeds to Canfield etc., of which you were speaking last Friday. Kindly inform us if we are wrong in this presumption.

This seems to cover all the matters which we had under discussion last Friday. Hoping the above will be of assistance to you in the matter of clearing up the ownership of these water rights, we are

Yours respectfully,

SOUTHERN TITLE GUARANTY COMPANY.

BY T. D. Herndon

For the Company

TDH:EK.

Los Angeles, Cal.

June 21, 1922

Mr. Ed Fletcher,
San Diego, Calif.

My dear Ed:-

Mr. Treanor has shown me your letter of the 12th inst. in reference to the George D. Stevens property and with it a copy of Mr. Crouch's letter to you of the 8th inst. I do not understand from Mr. Crouch's letter that with respect to this particular property there has been any Torrens law proceeding but merely that partition suits were brought by McDonald and Sutherland and a judgment entered in one of them which covered this property, but that neither you nor Mr. Treanor nor Mr. Henshaw was made a party and that McDonald and Sutherland will dismiss one of the partition suits which seems to be now pending and their attorney will procure from McDonald and Sutherland a quit-claim so as to clear the title from any could that may exist by reason of whatever judgment may have been rendered in the other partition suit. I agree with Mr. Crouch that this Torrens land law is little short of a public nuisance and it behooves every man to be alert that some unscrupulous individual does not confiscate his property by proceeding under that law. I am most interested in knowing at this time, however, whether this particular land is in any way involved in a Torrens proceeding. I assume that it is not and that Mr. Crouch has ascertained such to be the fact. If there is any question about this it had better be investigated and reliable information obtained.

Yours very truly,

HENRY J. STEVENS

HJS/EO

Original to Mr. Crouch

COPY

July 3, 1922.

Mr. Henry J. Stevens,
Attorney at Law,
800 Corporation Bldg.,
Los Angeles, Calif.

Dear Sir:

Colonel Fletcher has forwarded to me your letter of the 21st ultimo to him and requested that I answer it. With reference to the George D. Stevens property, you are correct in your assumption that no Torrens title proceedings have been instituted thus far on this property. Attorney Kelly's plan is to get the deed under a partition suit and then use that as a basis for putting the property under Torrens. I have secured a quit claim deed from Sutherland and McDonald and recorded the same which clears the property from their interest under the partition suit, which proceeded to a decree; and in the other case which was pending, Kelly has procured a nunc pro tunc order correcting the description in his complaint and changing it from Sec. 20 to Sec. 22, and a judgment has been rendered which leaves out our property.

Very truly yours,

Charles C. Crouch

CCC:W

copied

August 24, 1922

File No. 280-16

Carpenter

Mr. Henry J. Stevens,
800 Corporation Building,
Los Angeles, Calif.

My dear Stevens:

Regarding the 30 acre tract known as the Carpenter Tract, Parcel No. 142 about which you telephoned me yesterday, will say my map shows it in yellow, as prepared by Mr. King, and the properties in yellow, you will remember, we agreed upon as representing the Foreman properties acquired from the Pacific Light and Power Company.

I got hold of Mr. King yesterday and on further investigation we find that the Carpenter property, Parcel No. 142, is not included in the Foreman deed. It is riparian and should be acquired. The party lives in Oceanside, and I have sent a friend of the Carpenters there to see what can be done. I hope to have a final report on the matter in time.

Very sincerely,

EF:KLM

cc- Mr. Treanor

Dictated Aug. 22, 1922

(Copy) Original in safe

HENRY J. STEVENS
800 Corporation Bldg.
Los Angeles,

Sept. 26, 1922.

Mr. Ed. Fletcher,
San Diego, Calif.

My dear Ed:-

I am sending you herewith instrument to be executed by you and Mrs. Fletcher, the main purpose of which is to give to Mr. Henshaw and his assigns the right to build the dams and divert the waters of the San Luis Rey River. The form of the instrument has been approved by the Title Company and I am having it executed principally to comply with their understanding when they issued the certificate that you and Mr. Treanor would have such an instrument executed with respect to certain parcels of land, namely, parcels 16, 17, 40, 61, 79-96, inclusive, 136 and 137, as designated on the riparian lands map which they used in getting up the certificate, all of which is referred to in their letter to me of August 22, 1922, in which they state that they have taken up the matter with you and that you said you would execute such instrument as would be necessary to make their certificate all right. The deed is an exact duplicate of one Mr. Treanor and his wife are to sign, with the exception of the names of the grantors of course. Please have deed properly executed and recorded and advise me when you have done so.

I have your letter of the 18th inst. in which you refer to the Isbell appropriation notice. I note that you have the original assignment from Isbel to yourself and that you have put it of record. Instead of assigning to the San Diego County Water Co. I wish you would have an assignment drawn making it run to Mr. Henshaw, sending me a copy thereof, as it is now deemed advisable by the bond attorneys that all of these instruments go to Mr. Henshaw and he will make a general deed and assignment to the Water Company at the proper time, which will probably be very soon. I think perhaps it would be well if you would send me copy of the assignment before you have it recorded, so that I may pass upon it. I am sure, however, that you will draw it in the proper shape. I would undertake to do so but I have not the original with the recording date which probably it would be best to refer to.

I was sorry I did not have a chance to see you when you passed through and to shake your hand.

I do not seem to find, although it may be among our files, the original deed from you to myself conveying an undivided one-eighth in fee of the McCray lands. You caused this deed to be recorded and I am wondering whether the original was thereafter returned to you or to me or whether it is still in the Title Company's office. If it is not too much trouble please ascertain and advise me and if you have the deed or can get it from the Recorder's office send it up. I have your letter of April 20, 1922, sending copy of the deed and saying that you were having the original recorded and it may be that it was returned to you.

With my very kindest regards, I remain

Yours very truly,

HENRY J. STEVENS
Per E. O.

HJS/EO

HENRY J. STEVENS
800 CORPORATION BUILDING
LOS ANGELES, CAL.
TELEPHONE 105-27

Sept. 26, 1922.

Mr. Ed. Fletcher,
San Diego, Calif.

My dear Ed:-

I am sending you herewith instrument to be executed by you and Mrs. Fletcher, the main purpose of which is to give to Mr. Henshaw and his assigns the right to build the dams and divert the waters of the San Luis Rey River. The form of the instrument has been approved by the Title Company and I am having it executed principally to comply with their understanding when they issued the certificate that you and Mr. Treanor would have such an instrument executed with respect to certain parcels of land, namely, parcels 16, 17, 40, 61, 79-96, inclusive, 136 and 137, as designated on the riparian lands map which they used in getting up the certificate, all of which is referred to in their letter to me of August 22, 1922, in which they state that they have taken up the matter with you and that you said you would execute such instrument as would be necessary to make their certificate all right. The deed is an exact duplicate of one Mr. Treanor and his wife are to sign, with the exception of the names of the grantors of course. Please have deed properly executed and recorded and advise me when you have done so.

I have your letter of the 18th inst. in which you refer to the Isbel appropriation notice. I note that you have the original assignment from Isbel to yourself and that you have put it of record. Instead of assigning to the San Diego County Water Co. I wish you would have an assignment drawn making it run to Mr. Henshaw, sending me a copy thereof, as it is now deemed advisable by the bond attorneys that all of these instruments go to Mr. Henshaw and he will make a general deed and assignment to the Water Company at the proper time, which will probably be very soon. I think perhaps it would be well if you would send me copy of the assignment before you have it recorded, so that I may pass upon it. I am sure, however, that you will draw it in the proper shape. I would undertake to do so but I have not the original with the recording data which probably it would be best to refer to.

I was sorry I did not have a chance to see you when you passed through and to shake your hand.

E.F.-2

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With my very kindest regards, I remain

Yours very truly,

Henry J. Stevens
Per E.O.

HJS/EO

DEED - McCRAY PROPERTY

Ed Fletcher and Mary C. B. Fletcher to Henry J. Stevens.

Right to construct and maintain dam and reservoir at any point on San Luis Rey River above or easterly from W. line of Sec. 3 and 10, T. 11 S., R. 2 E., S. B. M.

Dated May 6, 1922. Recorded at request of Wright & McKee (Thormer) May 13, 1922 - Book 885, page 326.

Mailed to Wright & McKee 5/29/22

San Diego County Water Company

724 South Spring Street

Los Angeles, California

Sept. 29, 1922.

Mr. Ed. Fletcher,
San Diego, Calif.

My dear Ed:-

In going over the certificate of title in another matter, I notice that the Carpenter property, parcel 142, which I understand you have been negotiating for to some extent at least, has a mortgage against it for \$600.00 executed by Robert N. Carpenter, a widower, to L. H. Adams, Feb. 23, 1922, recorded May 3, 1922, book 535, p. 230 of mortgages. It just occurred to me that possibly you might not be aware of this and probably should be advised thereof before you conclude any negotiations. I do not quite understand how the mortgage was given by Robert Carpenter, when our latest certificate shows the title in Inez Carpenter. I am simply calling this to your attention for what it is worth.

Very truly yours,

Henry J. Stevens
Per E.O.

HJS/EO

October 5, 1922.

Mr. Henry J. Stevens,
Riverside Portland Cement Co.,
Corporation Building,
Los Angeles, Calif.

My dear Stevens:

Answering yours of September 26th in reference to the original deed from me to yourself, conveying an undivided one-eighth interest in the McGray lands, in which you state that I had the deed recorded and asking for the original, will say:

On examination of my files I find that the original deed was delivered to you personally, and by searching the records I find that you sent the deed to Wright & McKee, who on May 13, 1922 had same recorded in Book 885 of Deeds, Page 526, and on the 29th day of May, 1922 the deed was mailed to Wright & McKee.

I will have an immediate assignment of the Ysabel filing made to Mr. Honshaw and recorded and send you a copy thereof. My wife and I some time ago executed to you a general assignment of all riparian rights on the San Luis Rey River, but I will immediately check over the new instrument, and if found o.k., Mrs. Fletcher and I will sign it in favor of William G. Honshaw and have it recorded and notify you to that effect.

I will also have my son deed to William G. Honshaw the Chamber's land, and Mrs. Fletcher and I will assign the power right on the Santa Ysabel River lately granted by the State Water Commission to William G. Honshaw. I will get immediate action on this.

Yours very truly,

EF:AH

cc - Mr. Honshaw
Mr. Treanor
Mr. Black

P. S. We find that Wright & McKee have a receipt from showing that this deed was received by you on June 2nd.

(Copy } Original in safe.

October 10, 1922.

Mr. Henry J. Stevens,
800 Corporation Building,
Los Angeles, California.

My dear Henry:

Answering yours of September 26th, will say I acknowledge receipt of the instrument covering Parcels No. 1 to 24 inclusive, which Mrs. Fletcher and I have signed, transferring to Mr. Henshaw the right to build Lake Henshaw dam and divert the water originating east of that point.

I assume that you have checked over this instrument and that the legal descriptions are correct. In glancing over the parcels I find that Parcel No. 17, neither Mr. Treanor nor I ever owned or had any equity in. It went direct to Mr. Henshaw thru the Charles Forman transaction, but I assume there is some reason for you putting it in and have left it in.

I am filing said instrument of record today as per your instructions;

I am also filing of record, Ed Fletcher to Wm. G. Henshaw, the water filing of W. M. Isbell as per copy herewith enclosed;

I am also filing of record in the name of Wm. G. Henshaw assignment of Permit No. 1109 granted to Ed Fletcher by the State of California to build Sutherland dam and the power permit secured by said permit, a copy of which is herewith enclosed;

I am also filing of record deed of Ed Fletcher, Jr. to Wm. G. Henshaw covering the 880 acres known as the Chambers tract;

All of the above on the understanding that these transfers in no way affect my contract with Mr. Henshaw for my compensation in the sale of the San Dieguito Mutual Water Company project or my equities in the Volcan project, so-called, as per my contract with Mr. Henshaw. As soon as possible after the instruments are recorded they will be sent up to you on receiving same from the courthouse.

Yours very truly,

ED FLETCHER

EF:KLM
CC MR TREANOR
MR HENSHAW

Original in safe.

HENRY J. STEVENS
800 Corporation Building
LOS ANGELES, CALIF

Oct. 16, 1922.

Mr. Ed Fletcher,
San Diego, Calif.

My dear Ed:-

I am of the impression that since I lost the portfolio you wrote me giving the names of the officers of the Volcan Land & Water Company. It is of considerable importance, as you will appreciate that whatever rights or properties the company has should be transferred. In view of its not having a legal status in this state, I think the conveyance should be made in Arizona. Would it not be entirely practicable for the President and Secretary to run over to Yuma and there execute the conveyance? My recollection is that the officers are all in California and probably in San Diego. I have searched my file for a letter from you in which you gave me information about the officers but I do not find it. It may have gotten misplaced. Kindly let me have reply by return mail which will give me again the names of the officers and what you think about the plan I propose. I might say that I do not think it would be necessary to have a meeting of the directors. The execution of the deed in the name of the company with the seal attached signed by the President and Secretary would be prima facie sufficient and I think there would be no question raised by Mr. Chickering. Sometime later, if necessary, we could have it ratified.

I received yours of the 10th inst. with inclosed copy of the assignment from yourself to Mr. Henshaw of the Isbell filing. I note that you have signed and had recorded certain other instruments. With respect to parcel 117, which was included in the Treanor and Fletcher deeds to Mr. Henshaw, I beg to say that the reason that I included it was that the latest certificate from the title company, being the large certificate of which you sent me a copy, certified "that the title x x x is vested in John Treanor and Ed Fletcher by deed to them dated Sept. 30, 1921, as to parcel 79, 81, 82, 85, 97-93 inclusive, 96 and 97, although the right to divert is shown to be vested in me, presumably under the deed which you and Mrs. Fletcher made to me. See page 34 of the certificate as to the fee title and page 1 as to the diversion right. I should have stated that the parcel 17 as described in the deed from you and Mr. Treanor to Mr. Henshaw is parcel 91 referred to in the certificate. This is the only explanation I can make of the matter. I think you must be in error in saying that neither you nor Mr. Treanor has any interest.

I do not know why you made the statement in your letter of the 10th that the transfers would in no

HENRY J. STEVENS
800 CORPORATION BUILDING
LOS ANGELES, CAL.
TELEPHONE 105-27

Oct. 16, 1922.

way affect your contract with Mr. Henshaw concerning compensation in the matter of the sale of the San Dieguito or the Volcan so-called properties, for I do not see that they could affect it any more than the transfer of any other diversion right that you or Mr. Treanor might make in aid of the Henshaw dam project.

I note that you say that the various instruments you had recorded will be sent to me after recordation. This is wise as we want to get these things all assembled for the reason, among others, that they furnish valuable data in getting things vested properly in the Water Company.

Referring to the copy of the certificate which you so kindly loaned me, I hope that I am not retaining it to your disadvantage. It is quite long, otherwise I would have a copy made, but I thought I would refrain from doing so as I hope very soon to get the original back from San Francisco, at least as soon as the bond matter is closed. Please advise me frankly as to whether it is inconveniencing you and I will either send it back or have another copy made. In the meantime I express my thanks and appreciation for your kindness.

With my very kindest regards, I remain

Yours very truly,

HENRY J. STEVENS

Per E. O.

HJS/EO

Handwritten notes:
Henshaw
Ed F
A H
W B
m

Mr. Ed. Fletcher,
San Diego, Calif.

My dear Ed:-

I am of the impression that since I lost the portfolio you wrote me giving the names of the officers of the Volcan Land & Water Company. It is of considerable importance, as you will appreciate, that whatever rights or properties the company has should be transferred. In view of its not having a legal status in this state, I think the conveyance should be made in Arizona. Would it not be entirely practicable for the President and Secretary to run over to Yuma and there execute the conveyance? My recollection is that the officers are all in California and probably in San Diego. I have searched my file for a letter from you in which you gave me information about the officers but I do not find it. It may have gotten misplaced. Kindly let me have reply by return mail which will give me again the names of the officers and what you think about the plan I propose. I might say that I do not think it would be necessary to have a meeting of the directors. The execution of the deed in the name of the company with the seal attached signed by the President and Secretary would prima facie be sufficient and I think there would be no question raised by Mr. Chickering. Some time later, if necessary, we could have it ratified.

I received yours of the 10th inst. with the inclosed copy of the assignment from yourself to Mr. Henshaw of the Isbel filing. I note that you have signed and had recorded certain other instruments. With respect to parcel 117, which was included in the Treanor and Fletcher deeds to Mr. Henshaw, I beg to say that the reason that I included it was that the latest certificate from the title company, being the large certificate of which you sent me a copy, certifies "that the title x x x is vested in John Treanor and Ed Fletcher by deed to them dated Sept. 30, 1921, as to parcel 79, 81, 82, 85, 97-93 inclusive, 96 and 97, although the right to divert is shown to be vested in me, presumably under the deed which you and Mrs. Fletcher made to me. See page 34 of the certificate as to the fee title and page 1 as to the diversion right. I should have stated that the parcel 17 as described in the deed from you and Mr. Treanor to Mr. Henshaw is parcel 91, referred to in the certificate. This is the only explanation I can make of the matter. I think you must be in error in saying that neither you nor Mr. Treanor had any interest.

- 79 Herman ①
- 81 Bryan ②
- 82 Swait ②
- 85 Anderson ②
- 87? ②
- 88 Lucy Stevens ②
- 89 "Fairview" ②
- 90 Grammer ③
- 91 Vail Est ③
- 92 Woosley ③
- 93 " ③
- 96 JH ④
- 97 Wakeman ④

Handwritten note:
Vail - Title Co. say no record of Fletcher + Treanor ever having any interest in

E.F.-2

I do not know why you made the statement in your letter of the 10th that the transfers would in no way affect your contract with Mr. Henshaw concerning **compensation** in the matter of the sale of the San Dieguito or the Volcan so-called properties, for I do not see that they could affect it any more than the transfer of any other diversion right that you or Mr. Treanor might make in aid of the Henshaw dam project.

I note that you say that the various instruments you had recorded will be sent to me after recordation. This is wise, as we want to get these ~~see~~ things all assembled for the reason, among others, that they furnish valuable data in getting things vested properly in the Water Company.

Referring to the copy of the certificate which you so kindly loaned me, I hope that I am not retaining it to your disadvantage. It is quite long, otherwise I would have a copy made, but I thought I would refrain from doing so as I hope very soon to get the original back from San Francisco, at least as soon as the bond matter is closed. Please advise me frankly as to whether it is inconveniencing you and I will either send it back or have another copy made. In the meantime I express my thanks and appreciation for your kindness.

With my very kindest regards, I remain

Yours very truly,

Henry J. Stevens
C. E. O.

HJS/EO

(Carpenter)

October 16, 1922.

File 280-16

Mr. Henry J. Stevens,
Corporation Building,
Los Angeles, Calif.

My dear Stevens:

Answering yours of the 29th, will say my last instruction was to forget the Inez Carpenter riparian rights, and I heard Mr. Chickering say so, therefore have dropped the entire matter.

Yours sincerely,

EF:KEM

cc- Mr. Treanor

October 17, 1922.

Mr. Henry J. Stevens,
Corporation Building,
Los Angeles, Calif.

My dear Stevens:

Answering yours of October 16th, will say that the Directors of the Volcan Land & Water Company are Wm. G. Henshaw, president, Ed Fletcher, vice-President, & Sec'y, A. H. Sweet, W. B. Gross, and M. E. Fletcher, assistant secretary. My sister, Mr. Gross and myself can go to Arizona at any time, hold a meeting and return. If you will prepare all the necessary papers, etc. we can go over there and hold a meeting on a day's notice.

Referring to statement in your letter relative to transfers affecting my contract with Mr. Henshaw, will say that I have from time to time been making all of these transfers of property, which I have held in trust for Mr. Henshaw, and in case of Mr. Henshaw's death these transfers might be misconstrued as transferring any interest I may have in the Volcan project or the San Dieguito Mutual Water Company project, and I simply wanted it perfectly plain I was transferring all of these properties only to aid in the development of this project and in no sense giving up my rights under the contract.

Referring to copy of certificate which I lent you, it will not be necessary to make a copy and I am glad to lend it to you as long as it is necessary.

Yours truly,

ED FLETCHER

EF:KLM

cc- Mr. Treanor
Mr. Henshaw

October 17, 1922

Mr. Henry J. Stevens,
Corporation Building,
Los Angeles, Calif.

My dear Stevens:

Answering yours of October 16th, will say that the Directors of the Volcan Land & Water Company are Wm. G. Henshaw, president, Ed Fletcher, vice-President, & Sec'y, A. H. Sweet, W. B. Gross, and M. E. Fletcher, assistant secretary. My sister, Mr. Gross and myself can go to Arizona at any time, hold a meeting and return. If you will prepare all the necessary papers, etc. we can go over there and hold a meeting on a day's notice.

Referring to statement in your letter relative to transfers affecting my contract with Mr. Henshaw, will say that I have from time to time been making all of these transfers of property, which I have held in trust for Mr. Henshaw, and in case of Mr. Henshaw's death these transfers might be misconstrued as transferring any interest I may have in the Volcan project or the San Dieguito Mutual Water Company project, and I simply wanted it perfectly plain I was transferring all of these properties only to aid in the development of this project and in no sense giving up my rights under the contract.

Referring to copy of certificate which I lent you, it will not be necessary to make a copy and I am glad to lend it to you as long as it is necessary.

Yours truly,

EF:KLM

cc- Mr. Treanor
Mr. Henshaw

(safe)

San Diego County Water Company

724 South Spring Street

Los Angeles, California

Nov. 16, 1922.

Mr. Ed. Fletcher,
San Diego, Calif.

My dear Ed:-

I am sending you herewith by registered mail deed from Carolina M. Winston to William G. Henshaw, properly executed and acknowledged by her and her husband, John B. Winston, covering all her water rights on the San Luis Rey River. Will you please have the same recorded at once, advising me thereof. Please give instructions to have the instrument returned by the Recorder directly to me, or, if you prefer, you can take the responsibility of getting it and sending it to me.

Yours very truly,

Henry J. Stevens
Per E.O.

HJS/EO

November 18, 1922

~~280-16~~

Mr. Henry J. Stevens,
800 Corporation Bldg.,
Los Angeles, Calif.

My dear Henry:

Answering yours of November 16th, will say I have had the Winston deed recorded this day. I will mail the recorded deed to you as soon as it is available.

Congratulations on widing up a nasty situation.

Yours Very truly,

EF:KLM

cc - Rd 7c

San Diego County Water Company

724 South Spring Street

Los Angeles, California

February 21, 1923.

Colonel Ed. Fletcher,
San Diego, California.

My dear Ed:

Referring to the matter of removing the remains of some Indians buried near the dam, concerning which I spoke to you, I beg to say that there is a small plot of ground comprising, I should think, an area of about 100 feet square, located at the foot of Palomar Mountain, and I would estimate about a quarter of a mile above the damsite. This piece of ground is at an elevation of about 2680' above sea level, and will be flooded when the reservoir is anything like full. Sometime ago the matter was taken up with the Indians and the Indian Agent, and it resulted in being referred to the Board of Vital Statistics which, under the law, seems to have jurisdiction to issue permits for the removal of dead bodies. The head of that organization, Mr. Ross, first took the position that we would have to get the consent of the relatives of the deceased Indians before a permit would be issued. Upon examining the matter I could find no such provision in the law. I called his attention to this, and it resulted in a letter written me about three weeks ago wherein he stated that under the circumstances of this case he would advise the local Registrar, Mr. Arthur Stone, who lives at Mesa Grande, to issue the permit, but he seemed to want the Board of Supervisors to also give permission under the provisions of Sec. 3109 of the Political Code, it being his position that the Board of Supervisors has jurisdiction under that section to grant such a permit.

We hope to be able to make some arrangement with the Indians, whereby those who are active in the matter, being the Guassac family of Mesa Grande, will cooperate in the removal. As soon as Mr. Ed Davis returns from Mexico, if he has not already done so, I think it would be a good idea to take it up with him and try and have the matter amicably arranged. We have offered to dedicate a new site, but the Indians through some outside influence have made unreasonable demands. They want a church, a care-taker's cottage, water for irrigation and domestic use, which of course is wholly unreasonable.

I do not want to go before the Board of Supervisors at this time to formally ask permission, nor until

Colonel Ed. Fletcher #2.

we have taken the matter up again with the Indians, but I thought you might talk to several members of the Board so that when we do go before them they will be advised as to the situation. They certainly ought to be willing to cooperate with us in view of the great project that is being carried on, and of its vast benefits to San Diego County, and particularly since we are willing to do everything in reason to take care of the remains of these dead Indians.

I was quite anxious about the matter when it was first called to my attention three weeks or a month ago because I was fearful we might have rains which would cause the ground to be flooded before we could get anything done, unless we moved with great speed. I do not think that is now possible, for when I was last at the dam they had about 4000 acre feet in the reservoir, and it would take something like 36,000 acre feet to reach the burial plot. It seems wholly impossible that we will get any such amount of water this season, nevertheless we want to proceed with the matter and close it up as soon as practicable. Your good offices will be appreciated.

Yours very truly,

HJS/NEM

cc - Board of Supervisors

Henry J. Stone

San Diego County Water Company

724 South Spring Street

Los Angeles, Cal.

April 18, 1923.

Colonel Ed. Fletcher,
San Diego, California.

My dear Ed:

Chickering & Gregory have been anxious that I should procure from you assignment to the San Diego County Water Company of all the water appropriations represented by the several notices referred to in your letter of Feb. 8th covering Santa Ysabel. These notices are signed respectively by Ethel Fowler, Volcan Land & Water Company, L. A. Kennedy, J. E. Garrish, R. W. Day and H. Taylor. Am I right in assuming that the notices referred to are all that were posted on the Santa Ysabel in connection with the so-called Volcan enterprise? all

I note that H. Taylor's notice states that the diversion is to be made "in the southwest quarter of the northeast quarter, Sec. 18, Twp. 13, So. Range 2 West", and the use is to be upon the Bernardo, San Dieguito and other coast lands. In your index which accompanied the notices you state that the Taylor notice was posted at Carroll dam-site. Is this one of the appropriations which was made for the Hodges Dam, and has it passed to the San Dieguito Mutual Water Company? } ?

I presume that all of the other notices were duly assigned to you, excepting perhaps that of the Volcan Land & Water Company. I have a copy of the assignment from Kennedy to you and that seems to be the only one in my files, although I am not sure you have not sent me copy of others and I have furnished them to the San Francisco office. I presume, however, you can furnish me copies of all assignments to you.

I wish you would give this your early attention so that I may comply with the request of Chickering & Gregory to have all these assignments properly made to the San Diego County Water Company.

Yours very truly,

HJS/NEM

Henry J. Stevens

February 26, 1923.

Mr. Henry J. Stevens,
800 Corporation Building,
Los Angeles, Calif.

My dear Stevens:

Carrying out your instructions, I saw the Board of Supervisors today, and they passed a resolution giving me permission to remove the remains of the Indians buried near the dam to the Indian burial grounds back of the church at Warner Hot Springs. There are over 150 buried at Warner Hot Springs, and a few more won't do any harm.

My suggestion is, now that the Board of Supervisors have given official permission, we act quickly - move these remains at once and get the thing over with before there is any litigation, and if you say the word, I will see that it is done at once.

The weather prophet, Mr. Cooper, has predicted very heavy rains for the 2nd and 3rd of March, and then we have our equinox about the 30th of March. My opinion is that it is dangerous to delay, or it will be too late. If you will wire me authorizing me to act, I will see that it is done.

I would suggest that we take up some new coffins, put the remains in, and see that they are properly stored away. Can you tell me how many bodies there are? I never thought it would come to this, but I am ready to act on your instructions.

Yours very truly,

HJS:AM

cc - Mr. Treanor
Mr. Henshaw

San Diego County Water Company

724 South Spring Street
Los Angeles, Cal.

May 1, 1923


Colonel Ed. Fletcher,
San Diego, California.

My dear Ed:

I think you must have overlooked making the assignment of the water appropriations on the Santa Ysabel about which I last wrote you on April 23rd. I wish you would please give this your prompt attention as I have told Mr. Chickering you would undoubtedly make the assignment at once.

Yours very truly,

HJS/NEM



May Fourth 1923

Mr. Henry J. Stevens,
San Diego County Water Co.,
724 South Spring Street,
Los Angeles, California.

My dear Stevens:

Answering yours of May 1st, will say you drew up and I signed and there was recorded a general assignment of all water filings which were controlled by me on the San Luis Rey, Pamo and Santa Ysabel Rivers. Then you will remember a few months ago you drew up the assignment and assigned the power filings at Sutherland and Black Canyon to Mr. Henshaw.

Regarding the L. A. Kennedy filing on the Pamo Creek, the appropriation was made June 13, 1911, and I find the appropriation was recorded on the 14th day of June, 1922. It was assigned to me on the 12th day of September, 1911 and recorded on the 10th day of November, 1911, and on the 20th day of November, 1911 it was assigned to Wm. C. Henshaw. That is the only record I have of Pamo.

On the Santa Ysabel River, the Ethel Fowler appropriation was made June 13, 1911, recorded June 14, 1911; assigned to me on the 12th of September, 1911, recorded Nov. 10, 1911 and I assigned same to Mr. Henshaw on the 20th of November, 1911.

The J. E. Gerish filing was made on December 14, 1912, recorded Dec. 17th, 1912, assigned to me December 17th and assignment recorded Dec. 17th, 1912.

R. W. Day filing was made May 7, 1913, recorded May 9, 1913, assigned to me May 9, 1913.

The H. Taylor filing was made at the Lake Hodges damsite and has nothing whatsoever to do with either Pamo or Sutherland.

As stated before all of these water filings have been assigned to Mr. Henshaw but if you want it done again, draw up another assignment and I will sign it.

Yours very truly,

EF:KLM

cc- Mr. Chickering
Mr. Henshaw

San Diego County Water Company

724 South Spring Street
Los Angeles, California

August 17, 1923.

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

My dear Ed:-

We are in receipt of a letter from the San Francisco office enclosing the franchise tax bills against Warner Mutual Water Company and the Pamo Mutual Water Company, being \$16.00 and \$12.00 respectively, which letter calls up again the old question as to the status of these various companies. Are there any others than the two mentioned, the Volcan Land & Water Company, and the Volcan Water Company, if I have the names right, in which Mr. Henshaw is concerned or which were organized in connection with his projects?

I wish you would give me a statement as to these various companies, stating where they were organized and whether there is any necessity for keeping any of them alive as far as you know. I do not know that any of these companies has any property excepting that an appropriation may have been made in the name of the Volcan Land & Water Company. Sometime ago when Griffith and I were thinking of going down, and finally did go, to meet you at Del Mar we had it in mind to take this question up with you but as you know the time was short and there was none left to consider the matter.

I have asked Mr. Lees to have a copy of the assignment of the Black Canyon application No. 567, Permit 1109 made for you and to send another copy to Mr. Kluegel in accordance with his request to you.

Yours truly,

Henry J. Stearns

HJS-ES

Volcan Land & Water Co	Arizona Nov 25/1911
Volcan Water Co	Arizona Jan 19/1912
Pamo Mutual Water Co	Calif Corps
Warner Mutual Water Co	Calif Corps

I understood Mr. Lees had transferred the
assets from V. L. Water Co

RW Day *Assoc* Assn Recorded
5/7/13 3/9/13
5/8/13 ?

Gerich 12/14/12 12/17/12
12/14/12 "

Taylor 2/21/14 2/24/14
2/25/14 10/22/14

Fowler 6/13/11 6/14/11
11/15/11 9/12/11 11/10/11

Li & Co 11/20/11 6/14/11
11/15/11 9/12/11 11/10/11

Kennedy 6/13/11 6/14/11
11/15/11 9/12/11 11/10/11

Li & Co 11/20/11

August 23, 1923.

Mr. Henry J. Stevens,
Corporation Building,
Los Angeles, California.

My dear Stevens:

Answering yours of the 17th, will say the Volcan Land & Water Company was a corporation organized in Arizona on November 25, 1911.

The Volcan Water Company was a corporation organized in Arizona January 16, 1912.

The Pamo Mutual Water Company and the Warner Mutual Water Company are California corporations.

None of the corporations ever owned anything excepting the Volcan Land & Water Company owned 40 acres of land that has been deeded. Mr. Black is familiar with it all. My advice would be to let the whole thing go by default.

Yours very truly,

EF:KLM

cc. Treanor

August 27, 1923.

Notes 4800 due

Mr. Henry J. Stevens,
San Diego County Water Co.,
724 South Spring Street,
Los Angeles, Calif.

My dear Stevens:

Answering yours of the 25th, inclosed find statement from our secretary showing Mr. Henshaw's indebtedness to the Company, all of which is explanatory, and which I am assuming.

All the San Dieguito Option lands and equities are in my name, and all I want is a letter from Mr. Henshaw or from Mr. Treanor as his attorney, quit-claiming any interest in the San Dieguito Option lands and equities. The San Dieguito Option lands are known as the following properties: Hyer, Gipps, Maurer, Fish, Loring, Trask, Preston, Harrison, Nute, Bland, Hinkle and Croake.

The inclosed assignment is satisfactory to me. Mr. Henshaw can sign it.

Inclosed find copy of letter of April 19, 1922 from Mr. Lees that is explanatory, showing what properties were included in the San Dieguito Option account.

It is understood that I am assuming any and all liabilities of Mr. Henshaw as a partner.

Yours very truly,

Harrison	70 acres	6000	✓
Hyer	100 "	4500	✓
Gipps		1000	✓
Fish		3150	✓
Maurer		2775	✓
Loring	5 acres	210	✓
Nute	15 "	630	✓
Preston		4000	✓
Trask		600	✓
		<u>22865</u>	
		1143750	

20 53

San Diego County Water Company

724 South Spring Street

Los Angeles, California

August 25, 1923.

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

My dear Ed:

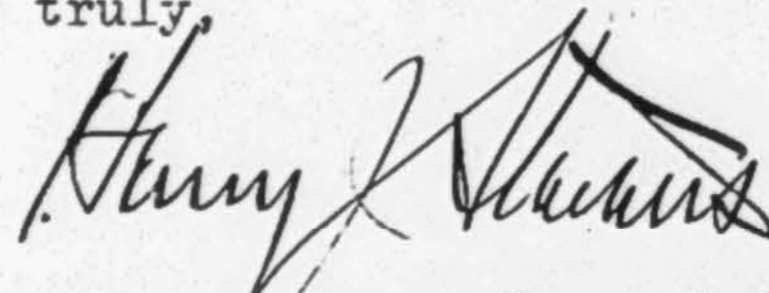
I telephoned you the other day for the purpose of asking you to have a statement of the matters of the Cuyamaca Water Company made which would show the indebtedness and liability of that company to date. I assume that as a part of the deal between you and Mr. Henshaw, in which you are to get his interest in the Cuyamaca Water Company, you will assume all of his liabilities as a partner or surviving partner or whatever his relation with that company may be or may have been.

I have prepared a rough draft of the papers that it was my understanding were to be prepared here, but Mr. Treanor and I have been so very much engaged in other matters which imperatively demanded our immediate attention that we have not had time to go over these papers. I advised him that with respect to the Cuyamaca matter it was the duty of both him and myself, acting in a representative capacity for Mr. Henshaw, to ask for the statement as ordinary business precaution and I am sure that you will appreciate why we are doing so.

Among the other papers that I was to prepare was the quitclaim deed to the "San Dieguito Option Lands". I have never, as I recall it, clearly understood what these options were and I do not know that we have a description of the lands involved, so I am going to ask you to give me a description.

We will have these papers ready for you some day next week.

Yours truly,



HJS-ES

I should have stated when I phoned I was informed you were in Los Angeles.

September 6, 1923.

Mr. Henry J. Stevens,
800 Corporation Bldg.,
Los Angeles, Calif.

My dear Stevens:

Regarding the agreement to assume all the obligations of Mr. Henshaw, as per Exhibit No. 1, herewith inclosed, which you gave me, will say I am ready to sign said agreement protecting Mr. Henshaw.

Regarding agreement transferring my interests in the Henshaw-Fletcher Pipeline account with the City, you have failed to include in this agreement the same protection to me, and if you will add the following to the agreement, this will be satisfactory, said additional clause reading approximately as follows:

In consideration of the foregoing covenants and obligations assumed by the said Ed Fletcher and Mary C. B. Fletcher, his wife, the said Henshaw hereby covenants and agrees to assume each and every of the obligations of the said Fletcher in connection with the said contract and agreement of date January 26, 1920 with the City of San Diego, and to save the said Fletcher free and harmless from any loss or damage by reason of any of said obligations.

I am returning the assignment marked Exhibit No. 2, both of which exhibits were prepared by you. Kindly make the necessary changes and they will be o.k.

Regarding the other agreement which you want me to sign relative to my contract with Mr. Henshaw for my services on Warner and Bernardo Ranches and for my equity in the Volcan Water Company project, now known as the San Diego County Water Company, let me have this agreement at the earliest possible date. I want to clean this matter up entirely this coming week if possible. It has now been delayed nearly a month.

Yours very truly,

EF:AH

cc - Mr. Treanor

(Copy)

SAN DIEGO COUNTY WATER COMPANY

724 South Spring St.

Los Angeles, Calif.

October 9, 1923.

Col. Ed. Fletcher,
San Diego,
California.

My dear Ed:-

Mr. Treanor has just requested me to write you concerning the right of a city to condemn the property of a corporation or company already dedicated to public use and to refer to the comparatively recent effort of the city of Los Angeles to condemn certain property of the Southern Sierras Power Company in the Owens River Valley country.

I have not seen the text of the decision in the case last referred to but it is my understanding that certain lands which were owned by the Power Company and which were already devoted to its use as a public utility, supplying light and power to the public, or which the Power Company contemplated so using in the near future, were sought to be condemned by the city of Los Angeles. The Power Company made the defense that the property in question was already devoted to a public use within the meaning of the law and that the use to which the city proposed to put the property was not a greater one within the meaning of the law which would permit its condemnation. This case was probably decided upon the well recognized principle in the law of eminent domain, that where property is already appropriated for a public use it may not be condemned by another company or agency of the State except upon showing a "more necessary public use than the one to which it has already been appropriated", which rule finds expression in our own Code of Civil Procedure, Section 1240, Subdivision 4.

Mr. Treanor has asked me to give you my off-hand impression as to whether or not the city of San Diego would have the right to condemn the property of the Cuyamaca Water Company which is now devoted to public use or for which there will be such use in the comparatively near future. As to any land, water, or other property which is now used by the company for the purpose of supplying water for irrigation or domestic purposes I would say that the city of San Diego would be unable to condemn such property which, while not now in actual use, would probably be needed on account of the growing demands upon the company for an increased supply of water in the near future. As to what would be considered "the near future" would of course depend upon the facts in each case. Without attempting to be precise I would say that the court would hold that a public utility company would be justified in acquiring and holding property which it would seem would be reasonably required to meet its future demands for serving the public, considering the constantly increasing population and the increasing demand for water consequent thereon, and in determining how far such a company should anticipate the future a court should be guided by what would be considered reasonable and prudent foresight

Col. Ed. Fletcher, #2.

as a public agent serving a public need. I do not know that it is possible to state the proposition in a less general way without a knowledge of the precise conditions to be considered.

Many years ago I had occasion to defend an action brought by the Southern Pacific against the Pacific Light & Power Company for the purpose of condemning land for a spur track across the Power Company's Third and Los Angeles Street property and we defeated the action by showing that the reasonable future necessities of the Power Company justified it in holding the property sought to be condemned and that the use for which the property was sought by the Railroad Company was not greater than that to which it was expected to be devoted by the Power Company. I have run across some notes of authorities which I used in that case which I hope it may not be amiss for me to cite you.

1. There must be a liberal consideration of the future needs of the defendant in an action to condemn lands already devoted by it to public use.

Western Union vs. Penn., etc., 120 Fed. 378.
L.S. & M. etc. vs. New York, etc., 8 Fed. 859.
Appeal of Pittsburg, etc., 9 Amer. State, 130.
C.P. Ry. vs. Feldman, 152 Cal. 508.
Nic. Boon Company vs. Boon Company, 82 Pac. 415.

2. In order to warrant taking property already devoted to public use the necessity therefor must be absolute.

Scranton vs. Railway Company, 73 Amer. State, 800.
citing Pittsburg Appeal 9 Amer. State 128, 9 Amer. State 133.

I have not read these cases for many years and hence can make no comment on them. They are taken from some notes that I had in the Southern Pacific case and I am simply giving them to you for what they are worth and with the thought that perhaps they might be of some value to Mr. Crouch or whoever else may represent you.

Since dictating the foregoing I have ascertained that the Sierras Power Company case is reported in 284 Fed. page 784, but I have not the volume before me and am not taking the time to read it before sending you this letter.

With my very kindest regards, I am,

Yours very truly,

HENRY J. STEVENS

HJS-ES

January 31, 1925.

Mr. Henry J. Stevens,
San Diego County Water Company,
Corporation Building,
Los Angeles, California.

My dear Stevens:

In order to get one matter on which we have definitely agreed out of the way, you will find enclosed cashier's check for \$3080.70, being the \$1,000 referred to which Mr. Harbell received in the matter of the San Pasqual Ranch, also the \$2080.70 the amount received and retained by Mr. Harbell from the auction sale of part of the personal property on the Pratt and San Pasqual Ranch Co. land. This all as per your letter of January 6th, 1925.

Mr. Fletcher has written Mr. Harbell asking him to go to Los Angeles with his complete records, that you may check these sales, and if there is any error Mr. Fletcher will make good the difference.

This closes an unfortunate dispute. I feel justified in stating again that I went into the matter thoroly with Mr. Harbell, examining all the papers, and I feel that you have done Col. Fletcher an injustice, but the Colonel is desirous of giving you the benefit of the doubt in the matter rather than have litigation and on account of his wife's health, as well as a desire to close his fifteen years' service with the Henshaws without litigation of any kind over any thing.

Regarding Mr. Treanor's counter offer of settlement, which he made yesterday to Col. Fletcher in our conference, to segregate their interests, will say before coming to a final decision Col. Fletcher is desirous of having the following points thoroly understood:

First: That in connection with Mr. Hinshaw's lease to May 1st, 1927 of the two stores at Lake Hodges,

it is understood that this includes the right of Mr. Hinshaw of receiving 25 percent of the hunting, fishing and boating privileges as part of the consideration under the terms of his lease; the other 75 percent going to you.

Second: Col. Fletcher is to be reimbursed for his equipment of boats, etc. on Lake Hodges, prices to be mutually agreed on, or left to arbitration in the usual manner.

Third: Col. Fletcher feels that he should have an easement for a right-of-way, on a practical grade, running easterly from the Tom and Jim Carroll lands, which he is to retain, over your lands on the south side of the lake to the county highway.

Fourth: Col. Fletcher to retain the 50 or 60 acres in Section 14, of the Fletcher-Salmons Tract, for the reason that it will give him access to the county road in connection with his ownership of 200 acres adjoining which he is not included in this proposed settlement. He will, however, give any rights of way or floodage rights necessary on this land.

Fifth: That each party shall assume and relieve the other party from liability for any mortgaged or indebtedness upon the respective tracts of land received by said parties respectively in this settlement. Under this arrangement Col. Fletcher would be assuming nearly \$25,000 of indebtedness, whereas the liabilities assumed by the Water Company amount to only \$4,000 or \$5,000 more than their present obligations.

If these modifications are accepted, Col. Fletcher authorizes me to notify you that he agrees to a settlement on this basis.

Hoping that this proves agreeable to Mr. Treanor and yourself, I remain
Respectfully yours,

WAS:M

San Diego. Cal.

February 3-1925

Hermans Place Mtg W. T. Gilmore \$1000.00 due 2 years from Mch 1st. 1922
you owe \$250.00 Treanor \$750.00
J. P. Hayes bought the place
He still owes you \$350.00 Treanor \$1050.00

Lucy Stevens Mtg. \$10900.00 due 3 years from May 1st. 1918
you owe \$2725.00 Treanor owes \$8175.00

Merchants Nat. Bk (Craig Hooper) \$3500.00 overdue and must be paid.
you owe 875.00 Treanor \$2625.00

Bryan - Carey Mtg. Treanor paid-you owe note due Aug. 2-1925 1500.00

Morena owes you on Grammons land \$200.00 Treanor \$200.00

Summary.

	Ed P.	Treanor	Total.
Lucy Stevens Mtg	\$2725.00	8175.00	10900.00
Merchants Nat. Bk.	875.00	2625.00	3500.00
Hermans (Gilmore)	250.00	750.00	1000.00
Bryans-Carey	1500.00		1500.00
Morena owes Grammons land	200.00	600.00	800.00
Hayes " Hermans Land	350.00	1050.00	1400.00

*Heard note to me 2500?
Boat + fishing for me Hodges & Hinshaw*

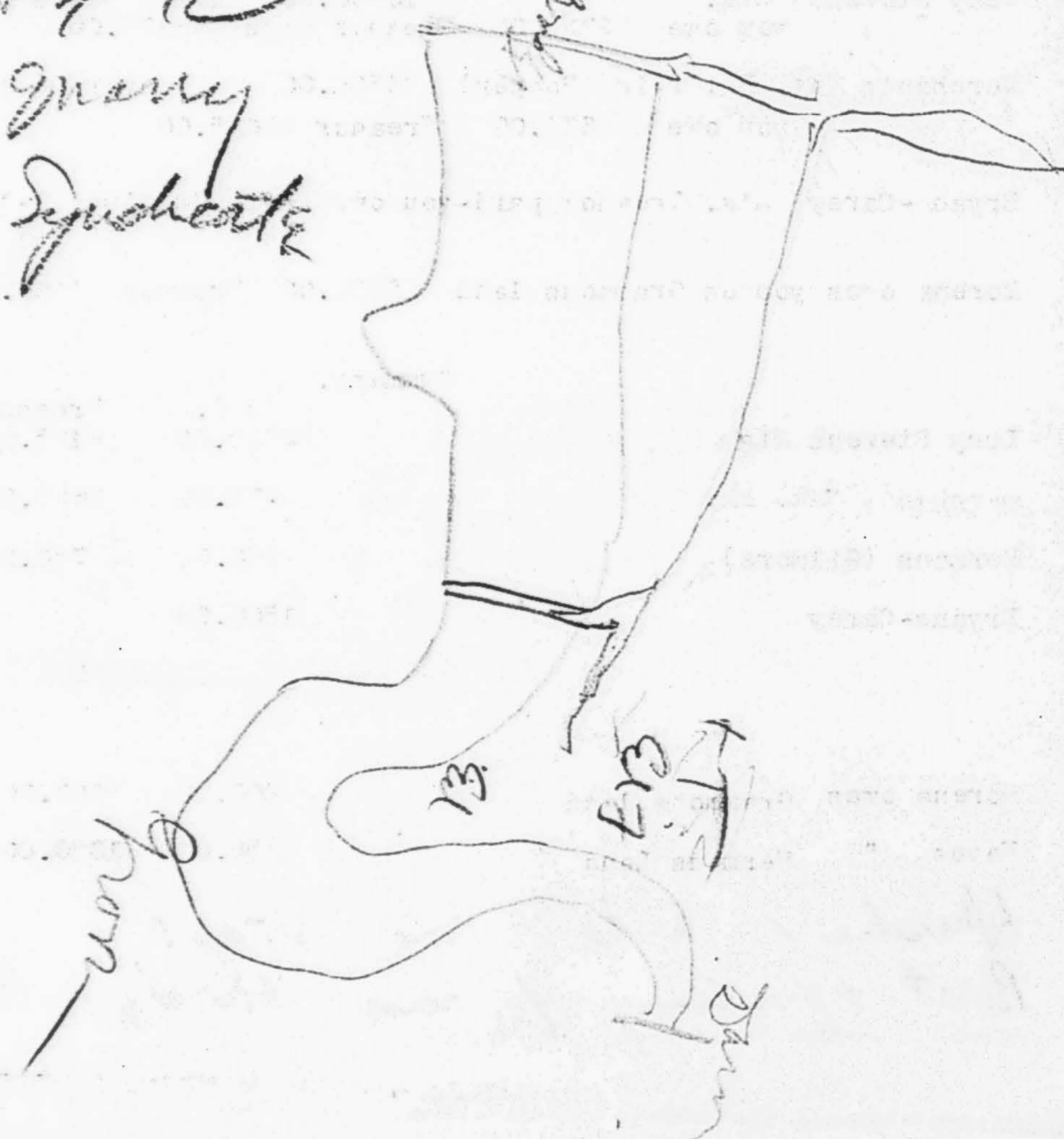
Also that the sum of \$1,000, which represents the difference between the price paid for the San Pasqual Ranch to the San Pasqual Ranch Company and the price at which it was sold to the Water Company, less \$4,000 commission, shall be payable to the Water Company.

Mr. Fletcher represents that the Lake Hodges Grove acre above referred to is under lease to Hinshaw until May 1, 1927, at which time the property will come back to the owner of the land, together with the building that was erected by Hinshaw, but that no rental is being paid by Hinshaw during the term because the agreement with him is to the effect that he should put up the building, that coming back to the lessor, and which is in lieu of rent. This acre of land, together with the said store thereon, will be received by the Water Company subject to this arrangement with Hinshaw.

Mr. Fletcher also represents that the acre at the bridge upon which is situated the store is leased for \$150.00 per month until May 1, 1927, and the Water Company will take this one acre at the bridge upon which said store is located subject to this lease, rentals however to be paid to the Water Company.

San Diego, Cal.
1925 FEB 3
Southern National Building Association
OF THE
San Diego Building Association

Winston Paul
Miss Taylor
Bernard Hay
Grant & Mary
Travis Dyer



San Diego - Arizona Interstate Auxiliary
 OF THE
Southern National Highway Association
 1550 D STREET
 SAN DIEGO, CAL.

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OFFICE OF STATE VICE-PRESIDENT

515

Copies
lease
Hinshaw

San Diego County Water Company

724 South Spring Street

Los Angeles, California

February 9, 1925.

Mr. Ed Fletcher,
920 Eighth Street,
San Diego, Calif.

Dear Ed:

I have hurriedly looked over the property descriptions with Mr. Beckett. The descriptions of the properties on the San Luis Rey River seem to be identical with the descriptions as used in the deed from Mr. Henshaw to you and Mr. Treanor.

There are several successive descriptions in the Lucy Stevens and Anderson properties. As the description is written at present, (b) of the Lucy Stevens, and (b), (c) and (d) of the Anderson might be mistaken for exceptions. This can readily be corrected by putting the word "also" before each of these descriptions, or by putting the letter (a) after the word "also" and before the first description in each of these parcels.

Referring to the description of the Chapman property, I think the wording could be made more simple and would suggest that it read as follows:

"Also all that portion of that certain parcel designated as "Parcel 19" in that certain deed of Wm. G. Henshaw and Hettie T. Henshaw, his wife, to John Treanor, a married man, and Ed Fletcher, dated December 30, 1921, recorded Book 875, page 404 of Deeds, records of San Diego County, State of California, and more particularly described as follows:"

Mr. Beckett also tells me that we have just secured a new certificate of title on the Chapman property below the 395 foot contour.

Regarding the Taylor-Barnett property, Mr. Beckett tells me that the acreage under exception (a) does not check with his acreage figures and says that this may be readily accounted for by the fact that the 330 foot contour has not been surveyed through this portion of the Barnett. I would suggest that you either leave out the acreage, or put the words "more or less" after the figures as shown. Mr. Beckett also tells me that we have recently secured a certificate of title showing the Taylor-Barnett property in undivided half

Ed Fletcher

- 2 -

2/9/25

interests in John Treanor and Catherine Fletcher Taylor. We wish to call your attention to this so that you may be spared the expense of securing another certificate. We assume that title to a half interest in this property is still vested in Mrs. Taylor and that you intend to convey the Taylor-Barnett property by a deed from Mrs. Taylor.

Mr. Beckett further calls my attention to the fact that Lot 1 of Sec. 14, 11 S, 2 E., is included under your description of the Keller-Kerckhoff-Fletcher tract, and also in the description of the Grand property immediately following, so that you are deeding a 1/6 interest therein in the first instance and your full interest therein in the second instance. From the maps which you have sent us Mr. Beckett understands said lot to be a portion of the Grand property. We are, however, unable to check the descriptions of these properties, other than to note such a duplication as the above, and will have to check them later with the title company.

As to the Lake Hodges Grove acre and the Bernardo Bridge acre, - we understood from your conversation that title was vested in the Grossmont Park Company and we assume these will be covered by separate deed. Mr. Beckett states that he has no maps or records whereby he can check the description of the Lake Hodges Grove acre so that this will have to be checked by the title company. In connection with the Bernardo acre, I note in hurriedly reading the description that the course and distance "thence south 61° 8' East 261.2 feet" is written twice, and assume this repetition to be an error in typing.

It is of course to be understood that our hasty reading of these descriptions which has given rise to the above suggestions and comments, does not indicate our final approval thereof, but merely gives the result of a hurried comparison of the descriptions you sent with such data as we have in this office. Such changes as are required in order to convey your entire interest in the various parcels, or as may be required by the title company in this connection, will have to be made later.

Yours truly,

Henry J. Stevens

HJS:
GAB:HP

February 11, 1925.

Mr. Honry J. Stevens,
San Diego County Water Co.,
Corporation Building,
Los Angeles, California.

My dear Mr. Stevens:

Answering your letter of Feb. 9th, enclosed find our office copy of the deed with corrections as suggested by you.

There should be a reservation of the easterly acre of Fletcher-Salmons Tract, or have the whole thing deeded with an agreement to deed back approximately 200 feet frontage at that point on the highway to Mrs. Fletcher, with the usual reservations that you put in all deeds.

We have eliminated the Keller-Kerokhoff lands, also the Fletcher-Salmons lands from this deed, as that property is in the name of the Southern Title Guaranty Co. and the interest which I own will be deeded direct by the Southern Title Guaranty Co. to Treanor and Honshaw. I have taken the matter up with the title company, and the Grossmont Park Company, Mr. and Mrs Taylor and Mrs. Fletcher and I will all sign the one deed to simplify matters. The Title Company said this is o. k. Please confirm.

Also please send down a deed to the lands that Mr. Treanor is going to deed to me.

I think it will only be necessary for Mr. Honshaw and Mr. Treanor to give me back the contract relative to their half interest in the Solana Beach proposition and sign an agreement transferring all right, title and interest therein to me, I to release them in the matter of any indebtedness. If my recollection serves me right, the Southern Title Guaranty Co. has no official knowledge that Treanor and Honshaw have any equity in the Solana Beach property. I will have this matter looked up.

Please return the deed which I am enclosing herewith as it is our office copy and the only copy we have in the office now is the original. Yours very truly,
EF:KLW

Ed Fletcher Papers

1870-1955

MSS.81

Box: 28 Folder: 7

General Correspondence - Stevens, Henry J.



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