

A former tenant on my property owned some pipe but said he would let Spurlock have the use of the pipe until he needed it. It was not put in the agreement, however.

The pipe line lay there for some time. The Spurlocks did not use it but they are claiming now that they had the use of the pipe for a crop said pipe lying on the surface of the ground.

In any event, the former renter took the pipe off and it only took 48 hours to put in some new pipe in its place on the property that Spurlock bought so he could not have been inconvenienced very much. That is the only complaint I have ever heard from Spurlock.

They put in a corn crop and the market was so low they got nothing.

They paid no taxes, interest or principal, abandoned the place for four or five months. I went to Santa Barbara twice to see the Spurlocks; saw his wife once but could not locate him. I did everything a human being could do to settle the thing without litigation.

The Spurlocks did not pay for the pipe; did not pay for the meter or a water bill that is still charged against the property; running up bills, so I have been told, of \$200 or \$300 around Encinitas and then repudiated everything and left me with a mess.

On top of this Spurlock told my son that he would not even deliver the water stock or get an easement for a right of way although he is under written contract so to do.

In the meantime, those real estate men who sold the property to Spurlock wanted their commission of \$1500 or \$1000, I believe, and had a right to it. I dug up \$750 in cash, borrowed another \$750 from the First National Bank of Santa Ana and I find myself in this position.

Having received no cash whatever and having had to dig up \$1500 cash of my own; having a second trust deed on the Spurlock property and

nothing but litigation.

He offered to let Mr. Spurlock carry on if he would simply pay the interest but he did not pay any attention to me; would not answer any of my letters and let the thing run for nearly a year before I took action. What would you have done under the circumstances?

At one time I offered him \$1000, if I remember rightly, to clean up and get out. He did not answer my letters or pay any attention to me and now that I have had to go in to court and incur the obligation of cleaning up my titles having to pay my attorneys and certain trust fees whether I settle or not with Spurlock, my only offer now is \$250 to Spurlock's attorney.

If you sympathize with Mr. Spurlock, so do I but I will say that I have never met a man in my life who has treated me as shamefully or showed more lack of business ability.

I hope I can be of service and return the compliment to you some time. If so don't hesitate to call on me.

If you would like to go to the mountains I will be glad to let you have my cottage at Cuyamaca Lake any time for three or four days or a week. I never rent it but let my friends have the free use of it.

With kindest regards,

Sincerely yours,

EP:ASK

May Fourth  
1934

Mr. A. Nick Adams  
Route 2  
El Cajon, California

My dear Rick:

Confirming our verbal conversation, it is my understanding that you are willing to allow me to use your pumping plant and the water from your well located at Flinn Springs opposite the Crane Ranch for the tomato season of 1934. The understanding being that the water will be used on property belonging to us but by so allowing us to use said water we will not, in no way, gain any right to perpetual use of same, it being understood that this is merely an arrangement or lease for the water for this season.

In exchange for this privilege you are to have the use of the pumping plant and pipe lines and water on our land east of Pray and Hawley said water to be used either on our land or on your own in case of an emergency and the same fact applies in that case that you will not be acquiring any <sup>perpetual</sup> rights for water from our well for your land.

It is also understood that you will maintain and pay the cost of operating the pumping plant on the property you have leased from us and I will maintain and pay the cost of operating your pumping plant.

You are also allowing us the right of installing a booster pumping plant on your property to boost the water up the hill to where we are going to use same and in case of sale of your property or the loss thereof for any reason whatsoever, it is understood that the pump and motor which we will install on your property belongs to us and can be removed by us at any time.

If this is your understanding of the situation kindly acknowledge below.

Sincerely yours,  
ED FLETCHER CO.  
By  
The above is my understanding, is satisfactory and accepted by me.  
Yours very truly,

MAIN 2977 HOURS BY APPOINTMENT  
Dr. Adams said he will go out with you  
any time -- he will make his appoint-  
ments accordingly, if you will call him.  
LLOYD S. ADAMS, D. D.  
OPTOMETRIST  
ROOM 706  
BANK OF AMERICA BLDG. SAN DIEGO 1, CALIFORNIA

May 25, 1914.

Mr. D. K. Adams,  
San Diego, Cal.

My dear Mr Adams:

Enclosed find report of the hearing of  
the Cuyamaca Water Company case before Mr Eshelman Saturday.  
This is an admission on the part of the Railroad Commission  
that in establishing a valuation of the Cuyamaca Water Co.  
case last year, they made an error in not giving ~~make~~ a valuat-  
ion for our water rights, intangible values, etc. The Supreme  
Court, in a recent decision, has declared water rights have a  
value and must be taken into consideration.

In the matter of the valuation of the  
Spreckels system, my understanding is that the value of water  
rights was not taken into consideration, and if they were, the  
value would undoubtedly be in excess of four millions of dollars  
The Cuyamaca Water Company filed on June 1, 1910 and have con-  
sistently maintained those water rights ever since, carrying out  
in detail our attorney's advice to protect our interest and  
hold our water filings according to law.

Admitting for argument's sake that the city  
of San Diego has a prior right to the water of the San Diego  
River, yet you can readily see that our water filings are  
several years in advance of any other filings on the River,  
particularly those filings of the La Mesa District. In the

February 1, 1951

Dr. Lloyd S. Adams,  
706 Bank of America Building  
San Diego, California

Dear Dr. Adams:

*above  
Horn +  
Bartman*

If we at our own expense, build a new road across the creek  
South thru your property, would you have any objection, the location to be  
mutually agreed upon. We are referring particularly to the 3.10 parcel.  
It would probably be across the narrow place, about 50 feet in length  
and it would be used only for road purposes.

Under what conditions would you grant the permit. It was  
a mistake that we did not make the reservation. We can go across both  
above and below but we are sure the road would be of no detriment to you  
and it would be a little better location for us.

We would like to build the road some time this spring. When  
can we go out there and mutually agree as to the location. We will be  
responsible for its maintenance and building a concrete ford across the  
creek, all without expense to you.

Yours sincerely,

EFM

Mr. D.K. Adams

-2-

Acquisition of our system by the city, you will acquire these water rights of ours, and you will have not alone your claim under your own pueblo rights, but our filings of June 1, 1910, backed up by our actual diversion and maintenance according to law.

In our offer to the city, we did not include the Cuyamaca system for the reason that we felt that you as well as ourselves would like to get from the Railroad Commission a decision giving physical valuation on our property. This question will probably be settled within a few weeks, and at that time, when a decision is rendered, if the city cares to take over the Cuyamaca system along the lines talked of heretofore, satisfactory arrangements without the necessity of a bond issue will be made with the city.

When we have completed our diversion and constructed our reservoirs, there will be very little water, if any, left to put into any dam that the La Mesa District may build. We are positive that our water rights are valid, subject to any rights the city may have, and it will only be a matter of paying damage if it can be shown that we are damaging any of the riparian owners below. If the city steps into our shoes, they will have many advantages over any claim of the La Mesa District to the waters of the San Diego River, and in addition, get a going concern with a revenue assured of \$100,000 to \$125,000, and in addition, be able to control and utilize all the flood waters thru our system that now go to waste to the ocean.

Very truly yours,

Handwritten notes on a separate piece of paper at the top of the page, including the number "2" and some illegible scribbles.

A large, heavily textured and mostly illegible document or map on the right side of the page, possibly a technical drawing or a very faded letter. Some faint handwritten notes are visible near the top.

June 3d,

Mr. H. D. Allen,  
San Diego, Cal.

My dear Mr Allen:

We feel that our interests are mutual in the matter of stopping the La Mesa District from building a dam just above the Old Mission; for that reason, we make the following offer: we will stand the expense of bringing the injunction proceedings to enjoin the District from building a dam and pay all expenses up to a point where the actual trial takes place. At that time we feel that the riparian owners who are just as much interested as ourselves should pay half the expense of the fight.

However, we can leave it this way: that when it comes to the trial itself, either party can withdraw and the suit can go by default unless other arrangements mutually satisfactory are made. We will furnish you what we consider the best lawyer in San Diego, Mr. A. H. Sweet in this matter without any charge to you and if you do not want Mr Sweet to act for you, then in that case I have no doubt but what we can get together on a basis mutually satisfactory, but I will want to know what the fees are going to be that any other attorney might charge. It might be advisable to have some other attorney in place of ours in this matter.

This letter is written simply for your own protection at this time.

Very truly yours,

F-K

June 4, 1914.

Mr. H. D. Allen,  
San Diego, Calif.

Dear Sir:

This will introduce to you Mr. A. H. Nelson who will take you around to interview the people who are going to join Mr. Webber. They will not have to sign the complaint but it is necessary to get a legal description of the lands of the parties who join you in the suit in order that the same may be set out separately in the complaint. It will only be necessary for one to swear to the complaint and you can do that.

Please go around with Mr. Nelson immediately; get the proper name of the party who owns the land and a legal description of each piece of land in the name of each party who is going to join in the suit, and let Mr. Nelson bring it in here immediately. You can come in Saturday and sign the complaint; this is necessary as the bids on the bonds will be open Monday and service should be made on time Saturday afternoon. The papers must be filed before Saturday noon.

Yours very truly,

F:B

September 12, 1952

Mrs. H. C. Allen,  
Berkeley, California.

My dear Mrs. Allen:

This will introduce Mr. Jack Adams. I wanted to come out and see you personally, but could not.

This is a deed to the State of California, providing within 90 days they put the entire state park deal thru and buy the property.

Will you ask Dick whether the property stands in your name, or to whom it was awarded. The deed should be executed by the one in whose name title stands of record today. I could not get Dick over the phone.

Kindly have whoever signs the deed also sign the enclosed escrow instructions at the point marked x and I will see that your interests are protected and the deed returned to you if the deal does not go thru. It will take some time to secure the funds from the state.

Certainly I appreciate it, and I know all those interested will, your assisting in this way in getting the State Park.

Yours sincerely,

EF:KLM

December 18, 1913

C. W. CO.  
FILE

Mr. Walter I. Taylor,

Mgr. American Cast Iron Pipe Co.,

Union League Bldg.,

Los Angeles, Cal.

Dear Sir:-

Kindly submit quotations and specifications for six 16" gate valves with reduction gear and also for 14" gate valves with reduction gear. These are for use on a riveted pipe line with not over 80 lbs. of pressure and will be fitted with bell ends.

Very sincerely yours,

CUYAMACA WATER COMPANY.

By W. S. Post

Engineer.

WSP/BK

October 1st, 1929.

Western Loan & Building Company  
201 Broadway  
San Diego, California.

Attention Mr. Amos:

My dear Mr. Amos:

I thank you kindly for your subscription of \$180 to the Community Chest. I am enclosing card for your signature. I know you will not regret it. The following may be of interest.

It will be harder this year than before on account of the financial condition of our citizens. Those who are well-to-do are giving the same amount, but some are dropping by the way-side, and it must be made up by those who can afford to give for we cannot let this Community Chest idea fail. Our roots are going down and the Community Chest is here to stay.

When you realize that only five years ago 3900 gave to the Community Chest and last year 23,872, you can get some idea of what this wonderful work is doing in bringing the community together on one idea of community welfare and charity.

Over 2200 volunteered in our army last year and I have pledges from over 3000 this year who are willing to work. Really it is almost a revival of the spirit of the crusaders that is manifested at our meetings.

There is one point more I wish to make -- do you realize the best men in this community are on the Budget Committee and the Board of Directors? When such men as Marston, Raber, manager of the Gas Company, Belcher, and a half dozen of the most prominent men of this city will give two weeks of their time every night and nearly a solid week of their time during the day to check up with an expert the books of all the welfare and charitable organizations, pass on their needs, and see that the money is properly distributed, is there a greater Christian work than that? I do not believe there is a more inspiring,

October Second,  
1929

Western Loan & Building Co.,  
201 Broadway,  
San Diego, Calif.

Attention Mr. Charles Amos:

Dear Mr. Amos:

I thank you for your subscription of \$180 to the Community Chest and I appreciate your cooperation very much.

With kindest personal regards,

Sincerely yours,

EF:AK

10-1-29

nobler work than the service these men are rendering.  
Of course, everyone can be a worker, but any subscrip-  
tion will be very much appreciated, and will materially  
help in the good work.  
With kind personal regards.

Sincerely yours,



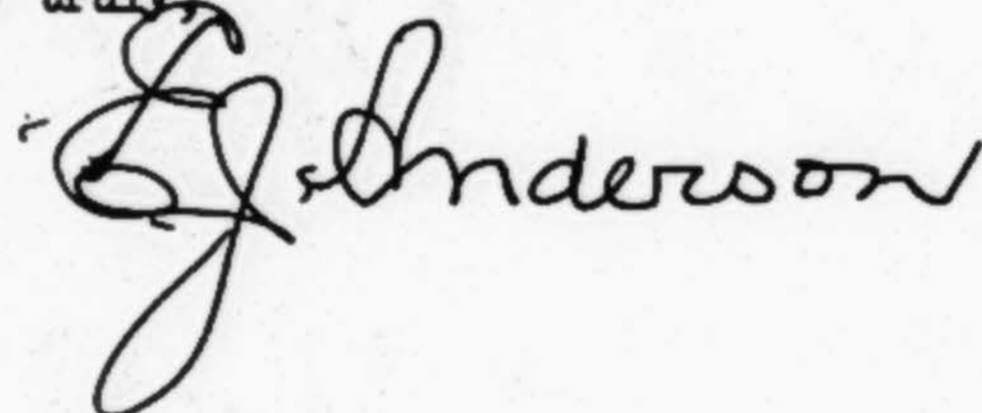
San Diego, California  
June 4, 1945

Ed Fletcher Company  
San Diego, California

Gentlemen:

In reply to your letter of May 29th, the proposal relative to paving, not oiling, the road around my property as described is satisfactory and I approve the same with the proviso that the road is to carry an adequate ditch for drainage and the banks sloped in order that the dirt may not be washed down on the roadway.

Yours very truly,



EJA M

September 13, 1946

Mr. E.J. Anderson  
1350 N. Genesee Street  
Los Angeles, California

My dear Mr. Anderson:

We have checked over and find that the building of the long culvert to take the water off of the Snyder-Till property together with the installation of a new conduit between you and Shenefield and together with the complete re-piling of the road from Snyders passed your property to Shenefield with a complete seal coat—the estimated cost is \$580.00.

If you and Snyder will put up \$150.00, or \$75.00 each, we will oil the road the full 20 foot width passed your property and Snyder and have it done within the next four or six weeks.

We are going to put in the standard re-enforced concrete pipe asked for by the county for culverts—so send me a check for \$150.00 and we will go at it if I can make a satisfactory arrangement with Dr. Shenefield.

Sincerely yours,

January 24, 1940

Mr. J. M. Anderson  
2345 Union St.,  
San Diego, California.

My dear Mr. Anderson:

Enclosed find copy of letter to Mr. Pyle,  
for your information, but it is not for publication.

Yours sincerely,

EF M

July 8, 1916.

Mr. James Armstrong,  
Purser Apts.,  
1659 Ocean Front Blvd.,  
Santa Monica, Cal.

Dear Armstrong:-

Your letter of July 6th received. I note that you will be in San Diego about July 26th, and will be glad to see you. Also note that Thelon desires records of Maintenance and Operation, income, etc., for 12 months ending June 30, 1916. These records are easy to get out and we will have them for you probably by the time you get here.

His desire, however, for water consumption records for the 12 months ending June 30, 1916, will be difficult to get out on time. Would it not be possible to use the record for the 12 months ending December 31, 1915? This will give you a complete record of a full service year where we furnished every consumer as much water as he wanted. We can, of course, give you such additional records as you want, as for instance the use of water by the City of San Diego in 1916. You realize, of course, that for about one month of this year, being a part of January and February, we failed to furnish a supply of water to our flume consumers while we were repairing the damage done to our flume by the floods. I think the year 1915 will be found to be nearly a typical year which will show as fair an average as it is possible to get.

Let me know if this will not be acceptable and really preferable to a record for 12 months ending June 30, 1916.

I hope you can bring Hawley along with you when you come.

Very truly yours,

Assistant Manager.

EMF:K



# GUY F. ATKINSON COMPANY

CONTRACTORS AND ENGINEERS

SOUTH SAN FRANCISCO

PORTLAND

SEATTLE

P. O. BOX 259

LONG BEACH, CALIFORNIA

OFFICE AND YARD LOCATED AT  
CORNER OF 223RD ST. AND SANTA FE AVE.

May 6th, 1950

GUY F. ATKINSON, CHAIRMAN OF BOARD  
GEO. H. ATKINSON, PRESIDENT  
A. E. MOLT, VICE PRESIDENT  
RAY H. NORTH CUTT, VICE PRESIDENT  
D. E. ROOT, VICE PRESIDENT  
W. A. KETTLEWELL, VICE PRESIDENT  
E. M. JENNETT, VICE PRESIDENT  
E. B. SKEELS, VICE PRESIDENT  
DONALD K. GRANT, SECRETARY  
H. H. HUNT, TREASURER

Mr. Ed Fletcher, Sr.  
Ed Fletcher Company  
1020 - 9th Avenue  
San Diego 1, California

Dear Sir:

This will acknowledge your letter of May 4, 1950 regarding the house and garage which you own near the quarry site.

As stated to you by our Mr. Harry James, our quarry superintendent is still in the North and we cannot tell whether he will want the house or not until he returns, which may be a month or six weeks. In any event, if he does not want the house, one of our other employees would undoubtedly like to have it, and we would like to have one of our responsible men live in it so that he could keep an eye on things at the quarry.

Therefore, this will confirm the agreement between Mr. James and yourself, as follows:

We are renting the house and garage for a minimum period of three months beginning May 1, 1950 at the rental rate of \$60.00 per month, and will give you at least 30 days notice of termination of this rental.

It is of course understood that in the event one of our employees, to be selected by us, wishes to rent the house at the same rental rate, he may do so, and may take over prior to the expiration of the three month period referred to above.

We are enclosing our check in the amount of \$60.00 to cover the first month's rental and would very much appreciate your billing us for succeeding rental payments so that our accounting records may be kept straight.

Will you please deliver the house keys to the bearer of this letter.

Very truly yours,

GUY F. ATKINSON COMPANY

By

*H. I. James*  
H. I. James  
Assistant Area Manager

Enclosure

May 18, 1950

Guy Atkinson Company  
P. O. Box 259  
Long Beach, California

Gentlemen:

Answering yours of May 6th, we acknowledge receipt of your check for \$60.00, and the terms and conditions of your letter are satisfactory and accepted by us.

Yours very truly,

ED FLETCHER COMPANY

By

KLM

*AMC  
5/50*

# Ed Fletcher Papers

1870-1955

MSS.81

Box: 1 Folder: 21

## General Correspondence - A - Miscellaneous



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