

RECEIVED
OCT 9 1918

San Diego, October 7, 1918.

Cuyamaca Water Company.

I have your statement and bill for water alleged to have been delivered to me during the month of September. The quantity of water alleged to have been delivered is 2840 cubic feet, and the charge therefor as made by you is \$4.15.

In this connection I want to make the following statement:

On Monday, September 9, at about 10 A. M., I observed my meter, and it was dead, the register showing the number 48,888.

On Thursday, September 12, at about 4 P. M., my meter had been repaired, and the registration was 51,888, a gain of 1000 cubic feet in a few hours over three days.

On September 26, my meter was read by your officials, as shown by the record card owned by your company, and the meter registration on that date was 52,634, a further gain in 15 days of 646 cubic feet.

Rule 15, of the Cuyamaca Water Company, as filed with the State Utilities Commission, says:

"When a meter is out of order, consumer will be charged the minimum rate, pending replacement or repair of meter."

I have a three-quarter inch meter, and the minimum rate for meters of that size, according to your rates, is \$1. per month.

In view of these facts and your rules, I submit that this bill should be amended to read as follows:

One-half minimum, on account of defective meter for one-half month, - - - - -	\$.50
646 cubic feet, at primary rate of 25c per 100 cubic feet - - - - -	1.62

Total amount of bill

F. D. Waite

Dec. 10, 1918.

Mr. Harritt:

Enclosed find letter from Waite and my answer, in reply. Please file this letter with Mr. Mathews as we may need it in the future for reference or testimony.

Ed Fletcher

San Diego, November 2, 1918.

Col. Ed Fletcher, Manager Cuyamaca Water Co.

Your letter of October 31, replying to mine of that date, shows with almost painful visibility, the manager of the Cuyamaca Water Company, to-wit, Col. Ed Fletcher, as floundering in the depths of two grave errors, and I use the word "grave" advisedly and significantly, because I sincerely believe a persistence in the policy of those errors will inevitably lead to the burial of any corporation. Hence I hasten to render the needed first aid.

This controversy, let us not forget, rages and surges, like an angry tide, around my protest against the payment of a water bill, the said protest being based upon the specific complaint, as filed with your company, that your employes are not faithfully observing your own rules, especially Rule 15, which reads:

"When a meter is out of order consumer will be charged the minimum rate pending replacement or repair of meter."

ERROR NO. 1--Is founded on a statement made to you by Mr. Harritt, Your superintendent. I quote from your letter: "Mr. Harritt makes this statement, that where a meter is dead throughout the month the company is not allowed to estimate the quantity used, and only minimum shall be charged." This error becomes glaringly apparent on the examination of the facts, which are directly contrary to the statement you report as having been made to you by your superintendent. Even where a meter is dead throughout an entire month the actual practice of ~~the~~ employes of your company, in my case at least, is to estimate the quantity of water used and to charge in excess of the minimum. Evidence: My water bill, paid and receipted by Mr. Mathews on September 9, showed as follows:

To water supplied during month of August	
Present reading, - - -	49,990
Previous reading, - - -	49,990
	800 Est
At 25c per 100cu ft - - -	\$2.00

As you will see, the meter was dead. (By the way, the figures should have been 49,999, instead of 49,990.) According to rule 15, and also according to your superintendent's statement, the charge for the month should have been the minimum, \$1. In fact, however, both the rule and the official report as to proper procedure, were violated. Of course the abbreviation or cabalistic "Est." might possibly be the first three letters of established, or even esteemed, or mayhap the last three letters of dearest, but I really think, when it appeared on my water bill, that it meant "estimated," and this theory of the case is confirmed by you since you quote your superintendent as again using that very word, even though he says the practice of that word is not to be tolerated. Anyhow, I still have the evidence that the minimum charge was exceeded. It was exceeded modestly, as I will readily admit, and I paid it too promptly, as I must also confess, for which sin on

Fletcher letter 2

my part I was made to suffer the very next month. I have thus discovered again that it does not do to ignore a principle, even though the sum of money immediately involved is small. Right at the time, instead of paying that \$2 bill I should have shouted a protest, and shown the Cuyamaca Water Company the two violent violation of its rules--to-wit, the estimating of the quantity of water used and the raising of the minimum, when a meter is dead throughout the month.

ERROR NO. 2--Is founded upon your own most stupendously erroneous assumption or conclusion that (I quote you again) "All we have been asking you to pay is (for) such water as was used while the meter was registering. It seems to me this is giving you the best of it."

Really, Col. I am much surprised at your lack of observation and your failure to make correct analyzation of oppottunities, when you say the arrangements in force are giving the consumers the best of it. The meter I bought and paid to have installed is now sealed with a lead seal by your employes, and the only person who can have access to its innermost parts, is the repair man, and he, all too visibly, is the man, therefore, who has "the best of it." When he repairs, and brings into active, pulsating life a dead meter, he may, if so disposed, by a simple twist of the dexterous wrist, whirl those numerical wheels back to zero, or he may with the same mechanical ease advance them till the register looks like the total of a national war loan, or if he be a fairly modest though not an entirely honest man, he could just set them up to what he might judicially consider the proper average for the particular consumer at that particular moment on the clinical table and supposedly under anesthetics. He could, as I say, if so disposed do any or all of these things, but of course any one of the things so done, except the one thing of turning the wheels back to zero, would be directly contrary to rule 15 of your company, a rule which having been filed with the State Utilities Commission is therefore quasi-law. So you see how very stupendously erroneous is your conclusion about your company giving ~~the~~ the consumer "the best of it."

In my protest against the bill I said: "On Monday, September 9, at about 10 A. M., I observed my meter, and it was dead, the register showing the number 49,999. On Thursday, September 12, my meter had been repaired, and the registration was 51,988, a gain of 1989 cubic feet in a few hours over three days," and I added that during the remaining 15 days of the month I used an additional total of but 646 cubic feet. That is to say, according to the quantity of water registered by the meter I used as much, within one cubic foot, each day, during the three particular days it was undergoing repairs, as I used during the entire succeeding 15 days. I certainly was not conscious of such spasmodic use of water, and I do not really believe I used it. Do you?

3021 Broadway
San Diego, Cal

F. D. Waite

NOV 5 1918

5794

200000

378000

200000

220

Page

2 million

it can be done

Porterfield

November 11, 1918.

Mr. Mathews:

Enclosed find letter from Mr. Waite, which is explanatory. On investigation I find that you have not followed the rules and regulations. It is not right for you to estimate any quantity of water used by consumer where his meter has failed to register throughout the month. Please rebate to Mr. Waite what is coming to him.

Ed Fletcher.

encl
F-K

As you will see, the meter was dead. (By the way, the meter should have been 200, instead of 20,000.) According to your statement, your superintendent's statement, the charge for the month should have been the minimum, \$1. In fact, however, both the meter and the official report as to proper procedure were violated. Of course the subdivision or calculation of water used is necessarily by the three letters of estimate, or even as seemed, or making the last three letters of estimate, but I really think, when I see the meter bill, that it meant "anti-matched", and this theory of the case is confirmed by the fact that you quote your superintendent as saying that the meter was even though he says the practice of that kind is not to be tolerated. Answer, I still have the evidence that the minimum charge was exceeded. It was exceeded, as I will readily admit, and I said it too promptly, as I must also confess, for which sin on

Nov. 29, 1918

Mr. F. D. Waite,
3031 Broadway,
San Diego, Calif.

My dear Mr. Waite:

Answering yours of Nov. 18th, will say that I have had the flu.

Enclosed find letter from our Superintendent, Mr. Harritt, which is self-explanatory. We are doing the best we can, trying to handle an impossible situation. You know that I want to do what is right as between man and man, and if in future there are any more complaints, do not hesitate to write me and I will try and straighten them out to the best of my ability.

Yours very truly,

CUYAMACA WATER COMPANY,

Manager.

EF/bm
encl

San Diego, December 7, 1918.

W
[WAITE, F. D.]
Col. Ed Fletcher, Manager Cuyamaca Water Company:
In reply to your letter of November 29, and containing an enclosure from your superintendent, Mr. Harritt, I want to say that I am sincerely glad Mr. Harritt has confidence in his repair man, and to learn that he (the repair man) has instructions not "to move a meter either forward or backward". That, you see, is contrary to information I had previously received on this subject, and as a mistake had once been made in regard to "averaging," I thought it possibly might occur again.

However, while I am not withdrawing any of the facts involved in my original complaint, I think perhaps I have accomplished all I could reasonably expect, and I am willing to drop the subject entirely, and to shake hands all around as a sincere expression of restored good nature and good will, and to express the earnest hope that none of us will ever have to do it again.

I trust you will believe me, Colonel, when I say I do this the more readily and sincerely after reading your more or less personal note to me, in which you say: "We are trying to do the best we can trying to handle an impossible situation."

In the language of the slang-slinging urchin, "impossible situation" is right, dead right. That has seemed to me to be a plain fact ever since the State Utilities Commission put that prefix of 33 1-3 cents per 1000 gallons on the schedule of Cuyamaca water rates. That prefix of 33 1-3 cents never was and is not now a water rate. It was, and is, an insult, a bullying threat, an unconditional demand, backed by a club, and was and is and will be represented cussingly, by everyone who was, is or will be compelled to submit to it. That, in fact, is the impossible situation you are now encountering, and from which you will not escape until it is removed.

I remember once reading a proposition in physics. It was put in the form of a question: What inevitably occurs when an irresistible force encounters an immovable object? At the time I pondered over that abstract question, but I never found any satisfactory answer until I later saw it presented in concrete form. When the State Utilities Commission created an irresistible force in the form of a 33 1-3 cent per 1000 gallons water rate and then catapulted it against such an immovable object as a water rate paying public, then I was at once able to arrive at a perfectly correct answer to the abstract question in physics, and that answer was: Time and mutual dissolution. That is what inevitably occurs when an irresistible force encounters an immovable object. It is so in the abstract and it is so in the concrete. You have been forced to charge a 33 1-3 cent rate, and the water-paying public will not do it. That is the impossible situation you are trying to handle.

Let us suppose a case. Let us suppose that new rates should be ordered for the Grant Hotel. Suppose Mr. Holmes should be told to charge everybody \$2.50 for entering the doors of the house, then a second rate of \$50 per week, and a third rate of \$100 per month. It could properly be argued that the rates were cheap enough, but it is as certain as San Diego sunshine that very few people would enter the doors of the hotel, and thus another im-

possible situation would be created.

The entire belt of country covered by the Guyamaca Water Company has been made to suffer the past two years by the creation of this impossible situation, but the greatest single sufferer of all has been the Guyamaca Water company itself.

There is another feature of that 33 1-3 cent rate that is worthy of consideration, and that is the fact that it is coupled in the same schedule with a 3 1-3 cent rate. It is absolutely absurd that water coming through the same pipe should bear such a varying cost. Either the one is hilariously high or the other is lamentably low. That must be the conclusion of any fair observer, and as for myself I am certain he would be absolutely right if he decided both ways. The fact is the 3 1-3 cent rate is lamentably low. I knew, as a practical consumer, that it directly induces a waste of water. I confess that when I passed into the low rate I slapped on the water regardless of the water company's interests--and belonged to them and their high rates. That is the way I felt about it, and that is simply a sample of human nature, as I take it.

I most sincerely hope the impossible situation you are now encountering will be changed. I hope so for the good of the hard-working people along the line of the Guyamaca Water Company, and I hope so as sincerely for the good of the Guyamaca Water Company itself.

F. D. Waite

3021 Broadway

San Diego

Cal

Copy

December 10, 1918.

Mr. F. P. Waite,
3021 Broadway,
San Diego, California.

Friend Waite:

I certainly appreciate your letter of the 7th. I agree with you that it is entirely out of proportion to charge (33 $\frac{1}{3}$ ¢) thirty three and one third cents for domestic water and (3 $\frac{1}{3}$ ¢) three and one third cents for irrigation water.

Your letter has given me a great deal of comfort.

With kind personal regards.

F-F

Yours truly,

F. D. Waite (Signed)

Ed Fletcher Papers

1870-1955

MSS.81

Box: 32 Folder: 6

General Correspondence - Waite, F.D.



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