

*Low 123 Matthews
Feb 27, 1918*

LIST OF
RIPARIAN WATER RIGHTS
ON THE SAN DIEGO RIVER
OWNED BY
GUYAMACA WATER COMPANY

Abstracted from County Records, from records of U. S. Interior Department, Office of Indian Affairs and U. S. Land Office and from Company's records.

By R. L. Makin,
Dec. 1, 1914

MAKIN

February 27, 1918.

Mr. Mathews:

In the attached report there is a copy of the original agreement between the San Diego Flume Company and the Government. I may want this some time so please file where it can be easily gotten.

Ed Fletcher.

EF-MK

SUMMARY

The following deeds are recorded in the Recorder's Office of San Diego County, purporting to grant to the San Diego Flume Company the riparian rights to the waters of the San Diego River appurtenant to the lands therein respectively described.

-- oOo --

(1)

Deed Blk 130, page 266. Dated July 15, 1888.

C. F. Francisco to San Diego Flume Company.

"-----and I also grant and sell to said San Diego Flume Company, its successors and assigns, all my rights, whether as riparian owner or otherwise, to divert, use and impound the waters of the San Diego River, or any other stream, or streams from which said San Diego Flume Company, its successors or assigns may hereafter desire to divert, use or impound water."

Property therein described:

Blocks 125, 128 and East portions of Blocks 142 and 145 of El Cajon Valley Company's Lands.

(2)

Deed Book 113, page 160. Dated February 11, 1888.

C. F. Francisco to San Diego Flume Company.

"-----and I also grant and sell to said San Diego Flume Company, its successors and assigns, all my rights, whether as riparian owner or otherwise, to divert, use and impound the waters of the San Diego River, or any other stream, or streams from which said San Diego Flume Co. its successors or assigns may hereafter desire to divert, use or impound water."

Property therein described:

West $\frac{1}{2}$ of SE $\frac{1}{4}$ of Section 24, and all of the NE $\frac{1}{4}$ of Section 25 lying north of North Chollas Valley Road, all in Township 16, South, Range 2 West, containing 89.96 acres.

Recorded

Recorded

(3)

Deed Book 138, page 85. Dated September 19, 1888.

San Diego Water Company to San Diego Flume Company.

"-----and I also grant and sell to said San Diego Flume Company, its successors and assigns, all my rights, whether as riparian owner or otherwise, to divert, use and impound the waters of the San Diego River, or any other stream, or streams from which said San Diego Flume Company, its successors or assigns may hereafter desire to divert, use or impound water."

Property therein described:

SE $\frac{1}{4}$ of Section 23, all of Section 26 and N 35 chains of Section 35, Township 16 S, Range 2 W, in Lot 19 Rancho Mission.

(4)

Contract #13.

Dated February 13, 1888.

Not Recorded.

T. J. Wranys Elmeier to San Diego Flume Co.

26 $\frac{1}{2}$ acres in NW $\frac{1}{4}$ Section 28, Township 16 S. Range 2 W.

(4)

Contract #11

Not Recorded.

Dated January 31, 1888.

40 acres in NW $\frac{1}{4}$ Section 28, Township 16 S. Range 2 W.

(4)

Contract #10

Not Recorded.

Dated December 8, 1887.

C. F. Francisco to San Diego Flume Co.

13 $\frac{1}{2}$ acres in Sec. 28, Township 16 S. Range 2 W. S.B.M.

Recorded

(5)

Deed Book 104, page 110. Dated October 4, 1886.

Agreement between San Diego Flume Company and Wm. M. Fitzhugh, that Company agrees to furnish Fitzhugh water to be taken from any point in the Company's flume in "Harbison Tract" to be used upon the land of Fitzhugh or his grantees, within three miles of the point at which it is taken.

"It is also provided and is a condition of the sale of the water rights aforesaid that the said Company shall have the right of way fifty feet wide for its flume or pipe line over any lands on which said water may be used without further compensation and all riparian rights to which the owners of said lands may be entitled by law."

There is no record of any land standing in the name of Fitzhugh at the date of the aforesaid agreement to which it could apply.

In 1888 he became the purchaser of the North 400 acres of Lot 13 Rancho Mission.

(6)

Contract #8

Not recorded.

Dated July 27, 1887.

Teralta Land & Water Co. to San Diego Flume Co.

NE $\frac{1}{2}$ Section 30 and E $\frac{1}{2}$ section 29, Township 16 S, R2 W.

(7)

Deed Book 99, page 26, Dated August 27, 1887.

A. P. Knowles to San Diego Flume Company.

"-----hereby grant unto the San Diego Flume Co. -----its successors and assigns-----a full right of way fifty feet wide for its aqueducts across my ranch on the San Diego River-----and also all my right as riparian owner on the said river to impound and divert its said waters."

Property therein described:

That portion of Section 12, T 15 S, Range 1 E adjoining the upper side of the Rancho El Cajon.

(8)

Contract #4

Not Recorded.

Dated June 7, 1886.

A. W. Hawley to San Diego Flume Co.

Tracts 5, 6, 7, Hill Est. Rho. El Cajon.

Tract 21, Rho, Mission.

(9)

(SEE 9-A)

James McCoy to San Diego Flume Co.

Agreement (Not Recorded) Dated May 22, 1886.

Assessment Roll (1886 -- 1/51) shows

All Sections 10 to 17, Township 16 S, R 1 W in Lot 67 and 1/2 Lot 68 Rho. Mission.

- (9-A) See #9
Deed Book 99 page 466
Agreement
Dated May 14, 1887.
- Junipero Land & Water Co. to San Diego Flume Co.
Lots 66, 67, 68, 69 Rho. Mission.
"And said second party also grants to said first party the right to divert from the San Diego River, above El Cajon the portion of the water of said River, apportioning to the tracts of lands aforesaid as specified and reserved in the report of the partition of said Rancho Mission of San Diego made under order of the Superior Court of said County."
- (10) Agreement (Not Recorded)
Dated May 22, 1886.
R. Parker et al to San Diego Flume Co.
Assessment Roll (1886- 2/95) shows
Lot 68 Rho. Mission.
- (10-A) Contract (Not recorded)
Dated February 1, 1888. (superseded by #2)
C. F. Francisco to San Diego Flume Co.
W $\frac{1}{2}$ of SE $\frac{1}{4}$ Section 24, and NE $\frac{1}{4}$ Sec. 25, T 16 S, R 2 W
(Description erroneous as to S oc. 25)
- (11) See #3.

- (12) Contract #87. (Not Recorded)
Dated February 8, 1892.
El Cajon Valley Co. to San Diego Flume Co.
Blks 142 to 149 El Cajon Valley Co's Lands.
- (13) Contract #49. (Not Recorded)
Dated January 21, 1891.
Fred T. Hill to San Diego Flume Co.
Lot 9 Mission Rho. (except 20 acres in SW corner and 20 acres to Cozard 95/345)
- (14) Contract #53. (Not Recorded)
Dated December 11, 1890.
Julia V. Stewart to San Diego Flume Co.
NW $\frac{1}{4}$ SW $\frac{1}{4}$ and S $\frac{1}{2}$ of SW $\frac{1}{4}$ Section 28, T 16 S, R 1 W.
- (15) (See 25 also 2 & 10)
Contract #55. (Not Recorded)
Dated April 1, 1891.
Joseph A. Allison to San Diego Flume Co.
Lot 12 Rho. Mission.

(16)

Deed Book 652, page 11. Dated February 9, 1886.

Recorded May 5, 1914.

Charles Hensley et al to W. E. Robinson.

"-----and we for the said consideration further hereby convey and release to said Robinson or his assigns all our riparian rights in and to the waters of the San Diego River."

By deed recorded in Book 58, page 417 said Robinson assigned all riparian rights of which he was owner to the San Diego Flume Company.

The assessment roll for 1886 shows Chas. Hensley as owner of

S $\frac{1}{2}$ of NW $\frac{1}{4}$ and W $\frac{1}{2}$ of SW $\frac{1}{4}$ of Section 22, T 14 S, R 2 E.

Note: This deed, executed by some ten grantors, though dated in 1886 was not recorded until May 1914, and so far as the records are concerned, any right acquired under it would probably have to be established against subsequent purchasers by proving actual notice.

Canceled as per letter - See Page 9 A and 9 B.

Copy
GEORGE R. WICKHAM
LAND ATTORNEY
Los Angeles, Cal.

Nov. 24, 1914.

W. S. Post., Esq.
San Diego, California.

Dear Sir:

In reply to your letter of the 11th inst. requesting search for certain lands within the El C apitan Reservation, I beg to state that I have examined the Land Office records, and report as follows:

(a) The legal limits of the Reservation in 1892, were not very clearly defined, but I gather the following from the plat and tract books. "Sections 10, 11, 14, 15, 22, 23, 28, and 33, Reserved for Mission Indians executive order June 19, 1883 (This appears in pencil in Plat Book) Under Section 14, T. 14 S., R. 2 E. I find the following notations: "All of Sec. 14, reserved for Mission Indians Ex. Order of December 19, 1891, Com'r Letter "E" of Aug. 6, 1892. Patented February 23, 1897 to Capitan Grande Bank of Mission Indians, Comr. Letter "D" March 14, 1894." Upon investigating said letter D of March 14, 1894, I find it to be in the following words.

Register and Receiver,
Los Angeles, California

Sirs:

You are hereby advised that a patent was issued March 4, 1894 by order of the Department dated February 23, 1894 to the Capitan Grande Band of Village of Mission Indians for Sec. 10, 11, 14, 15, 22, W $\frac{1}{2}$ Sec. 23, Sec. 28, and 33 and S $\frac{1}{2}$ Sec. 34 and Sec. 35, all in T. 14 S., R. 2 E. Also for Sec. 3 and 4, and N $\frac{1}{2}$ Sec. 1 and 2 in T. 15 S., R. 2 E. and Secs. 31 and 32 in T. 14 S., R. 3 E. and Sec. 5 and 6, in T. 15 S., R. 3 E.

This patent was issued under act of Jan. 12, 1891 (26 Stat. 712)

You will make proper notation on the records of your office.

Respectfully,
Commissioner.

I find Chas. Hensley made homestead entry No. 986 on March 29, 1882, for S $\frac{1}{2}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$, Sec. 22, T. 14 S., R. 2 E. which was canceled by Commissioner's letter "P" of July 22, 1884.

Amos B. Knowles, made homestead entry No. 1168 Jan. 22, 1883, for S $\frac{1}{2}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, Sec. 28, T. 15 S. R. 2 E., which was canceled by letter "P" of July 12, 1884.

I find no entry in the name of John P. Eshoun for SE $\frac{1}{4}$ of SW $\frac{1}{4}$ and N $\frac{1}{2}$ NW $\frac{1}{4}$, and SW $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 14, T. 14 S., R. 2 E., nor do I find this land ever having been entered.

Copy

As to the SE $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 21., T. 14 S., R. 2E., I find same was taken as a preemption entry by Frederick S. Anderson, November 23, 1887, Entry No. 2545, which was patented Nov. 24, 1890, and recorded in Vol 6 of Patents, Page 323 (Washington D. C. Records)

I trust this will cover the information you desire in this matter, and in accordance with the terms of your letter, I am enclosing bill made in favor of the Cuyamaca Water Company.

Thanking you, I remain,

Yours very truly,

Geo. R. Wickham.

GRW-M

(17-18-19-20)

Deed Book 652, page 11.

Joseph F. Alford, John P. Eshoun, R. W. Knowles and Arbogast Bommer to W. E. Robinson.

This is the same deed as the preceding. The Assessment rolls show said parties as owners of the following land:

Joseph F. Alford, SE $\frac{1}{4}$ of SE $\frac{1}{4}$ of Section 8, T 15 S, R 2 E; SE $\frac{1}{4}$ of NE $\frac{1}{4}$ and NE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 17, T 15 S, R 2 E.

John P. Eshoun, SE $\frac{1}{4}$ of SW $\frac{1}{4}$ Section 11, T 14 S, R 2 E; NE $\frac{1}{4}$ of NW $\frac{1}{4}$ and SW $\frac{1}{4}$ of NW $\frac{1}{4}$ Section 14, T 14 S, R 2 E. Canceled as per letter- See page 9 A and 9 B.

R. W. Knowles, S $\frac{1}{2}$ of NE $\frac{1}{4}$ and W $\frac{1}{2}$ of SE $\frac{1}{4}$ of Section 28, T 14 S, R 2 E. Canceled as per letter- See Page 9 A and 9 B.

Arbogast Bommer, Possessory interest in NW $\frac{1}{4}$ of NW $\frac{1}{4}$ Section 9; and NE $\frac{1}{4}$ of NW $\frac{1}{4}$ and SW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 8, T 15 S, R 2 E.

-- ooo --

(21)

Deed Book 79, page 177, Dated October 8, 1866.

A. St. Clair Denver to San Diego Flume Company.

"I hereby grant unto said company a full right of way for its aqueducts and pipes across all of my said lands together with all my rights as riparian owner as reserved in the partition report of said Rancho, to the waters of the San Diego River."

Assessment Roll Shows him owner of Lot 8 Rancho Mission.

- (22) Agreement (Envelope 302) Not Recorded.
Dated May 22, 1886.
Mrs. O. B. Montanea to San Diego Flume Co.
Assessment Roll (1886 - 1/92) shows
Lot 47 Rho. Mission.
- (23) Agreement (Envelope 302) Not Recorded.
Dated May 22, 1886.
H. W. Scarl et al to San Diego Flume Co.
Assessment Roll (1886- 1/92) shows
Lot 45 Rho. Mission.
- (24) Agreement Not Recorded.
Dated May 22, 1886.
S. Campbell et al to San Diego Flume Co.
Assessment Roll (1886 - 2/229) shows
Lot 1, Rho. Mission.

- (25) Deed Book 72, page 267. Dated August 10, 1886.
Juan M. Luco and R. Allison to San Diego Flume Co.
"Grant all right, title and interest in and to any
of the waters of the San Diego River as appertains and belongs
to the portion of the Rancho Mission assigned us in the late
partition."
Partition decree in Book 73, page 1 assigns to
Robert Allison, Lot 12.
Juan M. Luco, " 72.
Robert Allison and Juan M. Luco, Lot 73.

-- oOo --

(26-27-28)

Deed Book 79, page 239. Dated May 11, 1887.
B. P. Hill, Levi Chase and John G. Capron to
San Diego Flume Company.

"-----do promise and agree that we and each of
us will release and relinquish to them or to their assigns
----- (all claims for damages) ----- caused by the im-
pounding or diversion of the waters as aforesaid, thereby waiving
all our rights as riparian owners of property upon and border-
ing the said San Diego River without further charge or compen-
sation therefor."

Assessment Rolls show B. P. Hill, Tract 4, Hill
Estate in Rancho El Cajon.

Levi Chase, Tract "C", Rancho El Cajon; Tract "F",
Rancho El Cajon; Lot 57 Rancho Mission.

(29)

Deed Book 141, page 396, Dated December 17, 1888.
El Cajon Valley Company to San Diego Flume Company.

"-----and it also grants, bargains and sells to said San Diego Flume Company, its successors and assigns, all its rights whether as riparian owner or otherwise to divert, use and impound the waters of the San Diego River, or any other stream or streams from which said San Diego Flume Company, its successors or assigns may hereafter desire to divert, use or impound water. But it is understood that no right is hereby granted to said San Diego Flume Company to impound water upon or divert water from the lands of the said El Cajon Valley Company."

Property therein described:

"All lands in El Cajon Valley now owned or that have been owned by said El Cajon Valley Land Company."

Records show that they had been owner of Tracts p & D of Rancho El Cajon and of Tracts 2 and 3 of Hill estate in the Rancho El Cajon.

Note: At the date of the deed to the Flume Company the land company had parted title to various lots of El Cajon Valley Company's Lands, which is a resubdivision of the above tracts.

(30)

Agreement (Envelope #302) Not Recorded.
W. B. Stewart et al to San Diego Flume Co.
Assessment roll (1886 - 1/226 shows
W $\frac{1}{2}$ of P.L. 1112.

(31)

Agreement (Envelope #302) Not Recorded.
W. J. Walsh et al to San Diego Flume Co.
Assessment Roll (1886 - 2/199) shows Pt
B. L. 1112.

(32)

Agreement (Envelope #302) Not Recorded.
G. W. McDonald (think it should be G.W.B.
McDonald) to San Diego Flume Co.
Assessment Roll (1886 - 1/228) shows SE $\frac{1}{4}$ P.L.
1106

(33)

Agreement (Envelope #302) Not Recorded.
M. J. Quinn et al to San Diego Flume Co.
Assessment Roll Shows 50 acres in NE corner
of P. L. 1119.

(34)

- (35) Agreement (Envelope #302) Not Recorded.
 C. A. Loud et al to San Diego Flume Co.
 Name not on assessment roll.
 Deed 52- 36.
 M & B in P. L. 1111.

(36-37-38)

Deed Book 79, page 239. Dated May 11, 1887.
 Robert Allison, May Thomas and J. M. Allison to
 San Diego Flume Company.

This is the same deed heretofore mentioned under
 the marginal numbers 26, 27, 28.

Assessment Rolls show Robert Allison, Lot 38,
 Rancho Mission.

May Thomas, Tract H. Rho, El Cajon.

J. M. Allison, Lot 31 Rho. Mission

--oOo--

(39)

Deed 652, page 11. Dated June 9, 1886

This is the same deed referred to at marginal
 number 16.

Arthur F. Head to W. E. Robinson (his interest
 assigned to San Diego Flume Co.)

He claims a possessory interest in

SE $\frac{1}{4}$ of NE $\frac{1}{4}$ & NE $\frac{1}{4}$ of SE $\frac{1}{4}$ Section 8.

SW $\frac{1}{4}$ of NW $\frac{1}{4}$ & NW $\frac{1}{4}$ of SW $\frac{1}{4}$ Section 9, T 15 S.

R2 E.

State of California,

County of San Diego.

Whereas The San Diego Flume Company of the City and County of San Diego, which was organized on the 17th day of May (1886) Eighteen hundred and eighty-six, under and by virtue of a charter granted and issued by the Secretary of said state of California, under the laws of said state relating to corporations, on the said seventeenth day of May eighteen hundred and eighty-six, a copy of which is hereto annexed duly certified, said corporation as organized consisting of the following named corporators, to-wit: S. H. Marlette and Milton Santee of the County of Los Angeles, Geo. D. Copeland, T. W. Van Dyke, Howard Crittendon and R. H. Stretch of the city and County of San Diego, the present organization being as follows:

George D. Copeland,	President
T. W. Robinson,	Vice President,
R. L. Doolittle,	Secretary
Consolidated Nat'l Bank of San Diego	Treasurer,

Directors:- Geo. D. Copeland, T. W. Robinson, A. W. Hawley, G. F. Judson and W. R. Ferry, has entered upon certain lands in the said county of San Diego, which have been reserved by the United States Government and set apart for the occupancy, use and enjoyment of that part of the Mission Indian Tribes of California, generally known as the Capitan Grande Indians, and situate within the reservation known as the Capital Grande reservation, composed of the

following Townships and sections, to-wit: Tp. 14 S.R. 2 E. Secs. 10, 11, 14, 15, 22, 23, 25, 26, 27, 28, 34 and 35.
Tp. 15 S.R. 2 E., Secs., 1, 2, 3, 4, 5, 6, 7, 8, 9, & 10.
Tp. 14 S.R. 3 E., Secs. 31 and 32.
Tp. 15 S.R. 3 E. Secs. 5 " 6

And has constructed and built, and is now constructing and building a diverting reservoir and head works for a water system, and a flume for conducting water on, under and through said reservation, said flume crossing above as it passes through said reservation both the North and South branches of the San Diego River and other smaller tributaries thereto, having for its effect the diversion of said River and branches from their original beds or channels, for the distance of thirteen miles and conveying the same through said reservation, for the supplying of the City of San Diego and for other purposes, and whereas said company hereby declares itself solvent and able to respond in damages to the full value of the lands so as aforesaid appropriated by it, and such other damage as may result from the construction and use of said water works and flume, either to the right of said government or the Indians now occupying, or that may hereafter occupy said lands, and has signified its willingness to pay to the government of the United States for the use of said Indians or other use, a reasonable value for the land and water appropriated and used by said company, and for said easement with all the usual rights of land and water and of ingress, egress and regress, the same for the purpose of maintaining and keeping and to secure to the Indians thereon or to be thereon the rights to use and the use of waters from said Flume to be turned upon their land at the expense of said company. This Contract therefore, made and entered into by and between the Government of the United States of America of the one part, and the said San Diego Flume Company of the other part, witnesseth:-

That the said United States for and in consideration of one hundred dollars per mile, to-wit, one thousand three hundred dollars for the distance of Thirteen miles (13- estimated) traversed by said flume, and in the further consideration that the said company and its successors and assigns shall well, truly and faithfully furnish at its own expense and at such places and points along said flume, and at and during such times and periods of time as the Indians thereon may desire, or the Indian Agent may request, an ample and sufficient supply and quantity of water for the use of said Indians either for agricultural or other purposes, -meaning domestic and for stock--the said Indians consenting thereto-- said flume being manifestly, if completed, of vast and lasting utility to the public, particularly the City of San Diego, and likewise manifestly facilitating the use of their said streams and increasing the value of the same for the purposes of the Indians, hath through and by said agent Joseph W. Weston, by and with the

approval of the Commission of Indian Affairs, acting also on behalf of the Government of the United States, consenting to said right of way and water appropriation, doth grant, bargain, sell and convey to the said San Diego Flume Company, its assigns and successors, the sole right, title, use and enjoyment of the reservoir, head works, and water rights aforesaid, and a right of way through the Townships and sections aforesaid, as now projected and designed, with all the necessary lands for head works, rights and privileges usual and appurtenant to the same. The said United States hereby reserves for the use of the Indians for their stock and other purposes. It is hereby stipulated that should said company its assigns or successors, neglect, fail or refuse to comply with all or any of the terms of this instrument reasonably construed and within reasonable time after notice of such failure, that it shall forfeit all further right, title or interest to said right of way and the use thereof and the said lands shall revert to the government as if this instrument had not been made.

It is further stipulated on behalf of said company that the furnishing of water by said Company to the Indians shall not be construed to furnish or allow the Indians to furnish either directly or indirectly to any other person or persons. Signed, Sealed and delivered and executed in triplicate in presence of

This 16th day of Jany.
1888.

Joseph W. Preston
U. S. Indian Agent.

San Diego Flume Company
By George D. Copeland,
President.

Attest:
L. E. Doolittle,
Secretary.

(Seal)
San Diego Flume Company
(Incorporated
May 17, 1886)
Corporate Seal.

State of California,
County of San Diego,) SS

On this 16th day of January in the year one thousand eight hundred and eighty eight before me, A. C. Morgan a Notary Public, in and for the said County of San Diego personally appeared George D. Copeland President of the San-Diego Flume Company and Joseph W. Preston U.S. Indian Agent personally known to me to be the same persons described in and whose names are subscribed to the within instrument and they acknowledged to me that they executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

A. C. Morgan
Notary Public.

(Seal)

We, George D. Copeland, President, W. B. Robinson, Vice President and A. W. Hawley directors, being a majority and quorum of the Board of Directors of the San Diego Flume Company, do hereby certify that George D. Copeland, whose signature appears above as President of said Company, is the duly elected and constituted President of said Company, and that his signature, which is genuine, to the above and foregoing instrument in binding upon said Company,

George D. Copeland,
William B. Robinson,
Allen W. Hawley.

DEPARTMENT OF THE INTERIOR.
OFFICE OF INDIAN AFFAIRS.

WASHINGTON, April 9, 1908.

I, C. F. LARRABEE, ACTING COMMISSIONER
OF INDIAN AFFAIRS DO HEREBY CERTIFY THAT THE PAPERS HERETO
ATTACHED ARE TRUE COPIES OF THE ORIGINALS AS THE SAME
APPEAR ON FILE AND ON RECORD IN THIS OFFICE.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SUBSCRIBED
MY NAME, AND CAUSED THE SEAL OF THIS
OFFICE TO BE AFFIXED, ON THE DAY AND YEAR
FIRST ABOVE WRITTEN.

C. F. Larrabee,
ACTING COMMISSIONER.

(SEAL)

(United States of)
(America.)
(Office of Indian)
(Affairs.)
1892..

DEPARTMENT OF THE INTERIOR,

WASHINGTON, JULY 13, 1892.

THE Commissioner of Indian affairs,

Sir:

In accordance with the recommendation contained in
your communication of 11th instant I approve of the draught of
the "terms upon which right of way will be granted to the San
Diego Flume Company through the Capital Grande Indian reservation,
in California, under the provisions of the eighth section of the
act of Congress, approved January 12, 1891", and form of bond for
the performance of the conditions and stipulations prescribed in
said terms, which were submitted with your said letter.

The terms as herein prescribed, and the form of the
bond, should be transmitted for the action of the San Diego Flume
Company.

The papers accompanying your communication are herewith
returned.

Very respectfully,

John W. Nobel,
Secretary
G C

5321 Ind.Div. '92.

6 Enclosures.

TERMS UPON WHICH RIGHT OF WAY WILL BE GRANTED
 TO THE SAN DIEGO FLUME COMPANY? THROUGH THE CAPITAN
 GRANDE INDIAN RESERVATION IN CALIFORNIA UNDER THE PRO-
 VISIONS OF THE EIGHTH SECTION OF THE ACT OF CONGRESS
 APPROVED JANUARY 12th, 1891, (26 Stats., 714).

-----0-----

1. In consideration of the grant of such right of way (100 feet in width) to said Company and its assigns, or successors, with all the usual rights of land and water and of ingress, egress and regress, for the purpose of constructing, operating, and maintaining an irrigating flume or canal with the necessary works appurtenant thereto, through sections 11, 14, 15, 22, 27, 28, and 33, in township 14 south of range 2 east, S.B.M., and sections 3 and 4 in township 15 south of range 2 east, S.B.M., in said reservation, along the line as indicated on a map accompanying the report of the Mission Indian Commission, (created by said Act of January 12th 1891), and approved by the President December 29th, 1891, which map is marked "Exhibit A", to said report, the said Company, its successors and assigns shall furnish, at its own expense, and at such places or points along said flume or canal, within said reservation, and at and during such times and periods of time as the Indians on said reservation may desire, or the United States Indian Agent in charge of said Indians may request, and ample and sufficient supply and quantity of water for the use of said Indians for agricultural and for domestic purposes, and for stock belonging to said Indians.

2. The said Indians, or the United States Indian Agent on their behalf, shall have the right to tap the main flume or canal of said Company, within the said reservation, at such points as may be desired by said Indians, or their Agent, for the purpose of making such connections with the main flume or canal as may be necessary for the supply of water for said Indians, as stipulated in paragraph one; Provided, That such connections shall be made under the supervision and to the satisfaction of the said Company.

3. The right to the free use of a sufficient quantity of water from the flume or canal of said Company, as hereinbefore stipulated, shall continue and be in force so long as the Indians shall reside upon the said reservation, and as to any lands within said reservation, that may hereafter be allotted to or held in trust for any Indian, so long as said lands shall be so held in trust.

4. The said Company may apply such rules and regulations to said Indians to prevent the useless waste of water as it adopts and enforces for the same purpose, outside of such reservation.

5. The said Company may shut off the water in the fall or winter for the purpose of general or special repairs of its flumes, aqueducts, or reservoirs, and at such other times as urgent necessity may require, but shall restore the water in such flume or aqueduct as speedily as the nature of the case will permit.

6. The Company shall make no discrimination against the Indians on the said reservation, and in favor of persons outside of the reservation who have or may purchase the right to take water from said flume or canal, and in case of a diminished supply of water, from any cause beyond the control of the Company, the said Indians shall be entitled to and have their pro rata share of water distributed.

San Diego, Cal. August 20th, 1892.

The San Diego Flume Company the corporation mentioned in the foregoing document, hereby approves and accepts of the right of way through the Capitan Grande Indian Reservation as mentioned in said paper, upon the terms and conditions therein contained.

J. W. Sefton,

President of San Diego Flume Co.

ATTEST L. F. Doelittle

Secretary.

(Seal of San Diego Flume Co.)

Copy

Land
25142-1892.DEPARTMENT OF THE INTERIOR
OFFICE OF INDIAN AFFAIRS
WASHINGTON.

July 18, 1892

L. F. Doolittle, Esq.,

Secretary San Diego Flume Company,

San Diego, California.

Sir:

Under date of July 13, 1892, the Secretary of the Interior approved of the draught of the terms upon which right of way will be granted the San Diego Flume Company, through the Capitan Grande Indian Reservation in California, under the provisions of the eighth section of the Act of Congress approved January 12, 1891, and form of bond for the performance of the conditions and stipulations prescribed in said terms.

These papers are herewith transmitted for the action of the company. If satisfactory they should be accepted by the company, in writing, and the accompanying bond be duly executed by the company, by its President, who should be duly authorized thereto by a resolution of the Board of Directors, an Attested copy of which resolution should accompany the bond. A certificate of the U. S. District Attorney, or a United States Judge should also be furnished showing that each of the sureties is worth the sum of \$5,000 over and above all liabilities.

Upon receipt of these papers, duly executed, and satisfactory evidence of the liability of the sureties, a right of way will be granted your company as indicated in the terms herewith.

Very respectfully,

T. J. Morgan,
Commissioner.

Officers

J. W. Sefton, President.
W. D. Hawley, Vice-President.
L. F. Doolittle, Secretary.
V. E. Shaw, Attorney
Con. Nat. Bank, Treasurer

Directors

Warren D. Hawley
William O. Cole
William H. Perry
J. W. Sefton.
V. E. Shaw.

Office of the

San Diego Flume Company

Capital, \$1,000,000.

Rooms 19 and 20, Consolidated National Bank Building.

San Diego, Cal., August 22, 1892.

Land
25142-1892

Hon. T. J. Morgan,
Commissioner Indian Affairs,
Department of the Interior,
Washington D. C.

Dear Sir:- Referring to your letter of July 18th with the accompanying enclosures, I would say that they are herewith returned to your office with enclosure No. 4, containing the terms upon which a right of way will be granted, duly accepted by this company in writing thereon. An attested resolution duly authorizing said acceptance, accompanying same.

Enclosure No. 1 (being the bond to be furnished by this company) with an attested copy of the resolution together with the certificate of M. L. Ward, U. S. Commissioner, attached to the bond after execution.

Trusting that you will find the same satisfactory in all respects and that the deed of right of way, duly executed will soon be forwarded to us, we remain,

Very respectfully yours,
THE SAN DIEGO FLUME CO.
By L. F. Doolittle
Secretary.

Certified copy of the

Resolution Accepting "Terms of Right of Way."

W H E R E A S The Secretary of the Department of the Interior of the government of the United States of America, has submitted to this Company the terms upon which right of way will be granted to this Company through the Capitan Grande Indian Reservation of California under the provisions of the eighth section of the Act of Congress approved January 12th, 1891, (26 stats. 714).

T H E R E F O R E be it resolved, that this Company hereby accepts the right of way upon the terms and conditions expressed in the document hereto attached, and that the acceptance of this Company be endorsed thereon in the following form, viz:

San Diego, August twentieth 1892.

The San Diego Flume Company the corporation mentioned in the foregoing document, hereby approves and accepts of the right of way through the Capitan Grande Indian Reservation as mentioned in said paper, upon the terms and conditions therein contained.

J. W. Sefton

President of San Diego Flume Co.

(Seal of San Diego
Flume Company)

ATTEST L. F. Doolittle Secretary.

And that the President and Secretary of this Company are hereby authorized and instructed to execute for and on behalf of this company the said acceptance.

TERMS UPON WHICH RIGHT OF WAY WILL BE GRANTED
TO THE SAN DIEGO FLUME COMPANY, THROUGH THE CAPITAN
GRANDE INDIAN RESERVATION IN CALIFORNIA, UNDER THE
PROVISIONS OF THE EIGHTH SECTION OF THE ACT OF CONGRESS
APPROVED JANUARY 12TH, 1891, (26 Stats., 714).

-----o-----

1. In consideration of the grant of such right of way (100 feet in width) to said Company and its assigns, or successors, with all the usual rights of land and water and of ingress, egress and regress, for the purpose of constructing, operating, and maintaining an irrigating flume or canal with the necessary works appurtenant thereto, through sections 11, 14, 15, 22, 27, 28 and 33, in township 14 south of range 2 east, S.B.M., and sections 3 and 4 in township 15 south of range 2 east, S.B.M., in said reservation, along the line as indicated on a map accompanying the report of the Mission Indian Commission, (created by said Act of January 12th, 1891) and approved by the President, December 29th, 1891, which map is marked "Exhibit A", to said report, the said Company, its successors and assigns shall furnish, at its own expense, and at such places or points along said flume or canal, within said reservation, and at and during such times and periods of time as the Indians on said reservation may desire, or the United States Indian Agent in charge of said Indians may request, an ample and sufficient supply and quantity of water for the use of said Indians for agricultural and for domestic purposes, and for stock belonging to said Indians.

2. the said Indians, or the United States Indian Agent on their behalf, shall have the right to tap the main flume or canal of said company, within the said reservation, at such points as may be desired by said Indians or their agent, for the purpose of making such connections with the main flume or canal as may be necessary for the supply of water for said Indians, as stipulated in paragraph one: Provided, that such connections shall be made under the supervision and to the satisfaction of the said Company.

3. The right to the free use of a sufficient quantity of water from the flume or canal of said Company, as hereinbefore stipulated, shall continue and be in force so long as the Indians shall reside upon the said reservation, and as to any lands within said reservation, that may hereafter be allotted to or held in trust for any Indian, so long as said lands shall be so held in trust.

4. The said Company may apply such rules and regulations to said Indians to prevent the useless waste of water as it adopts and enforces for the same purpose, outside of such reservation.

5. The said Company may shut off the water in the fall or winter for the purpose of general or special repairs of its flumes, aqueducts, or reservoirs, and at such other time as urgent necessity may require, but shall restore the water in such flume or aqueduct as speedily as the nature of the case will permit.

6. The Company shall make no discrimination against the Indians on the said reservation, and in favor of persons outside of the reservation who have or may purchase the right to take water from said flume or canal, and in case of a diminished supply of water, from any cause beyond the control of the Company, the said Indians shall be entitled to and have their pro rata share of water distributed.

San Diego, California.

August 22, 1892

I hereby certify that the foregoing preamble and Resolution of which the above is a correct copy, were unanimously adopted by the Board of Directors of the San Diego Flume Company at a regular meeting of said Board held at the office of said Company in San Diego California on Saturday August 20th 1892, at which meeting a quorum was present for the transaction of business the motion to adopt the above being made by Director W. H. Ferry, seconded by Director Guy P. Hawley and carried unanimously.

Attest L. P. Doolittle

Secy. San Diego Flume Co.

(Seal of San Diego
Flume Company)

Certified Copy of the

Resolution Authorizing Execution of Bond.

Resolved that J. W. Sefton the President of this Company is hereby authorized and instructed to execute for and on behalf of this Company, a bond to the United States of America in the penal sum of \$5000.00 lawful money of the United States to be paid to the Secretary of the Interior for the use and benefit of the Indians of the Capitan Grande Indian Reservation in the State of California, in the words and figures following, to-wit:

(Form of bond)

KNOW ALL MEN BY THESE PRESENTS: That we, the San Diego Flume Company, of the City and County of San Diego, California, a corporation duly organized under and by virtue of a charter granted and issued under the laws of said State, as Principal, and J. W. Sefton of San Diego California and W. H. Ferry of Lakeside San Diego County California, as sureties, are held and firmly bound unto the United States of America in the sum of five thousand dollars, lawful money of the United States, to be paid to the secretary of the Interior for the use and benefit of the Indians residing on the Capitan Grande Indian Reservation in the State of California; for which payment well and truly to be made, we bind ourselves, our successors and assigns, our heirs, executors and administrators, jointly and severally, firmly and forever by these presents; signed by our hands and sealed with our seals, this 20th day of August in the Year of our Lord, One Thousand Eight Hundred and Ninety-two:

WHEREAS: The eighth section of the Act of Congress approved January twelfth, Eighteen Hundred and Ninety-one, Chapter sixty-five, provides that the Secretary of the Interior may authorize any citizen of the United States, firm or corporation, to construct a flume, ditch, canal, pipe, or other appliances, for the conveyance of water over, across, or through any reservation of the Mission Indians in the State of California, for agricultural, manufacturing, or other purposes, upon condition that the Indians owning or occupying such reservation or reservations, shall, at all times during such ownership or occupation, be supplied with a sufficient quantity of water for irrigating and domestic purposes, upon such terms as shall be prescribed in writing by the Secretary of the Interior: Provided, that any individual, firm, or corporation desiring such privilege shall first give bond to the United States in such sum as may be required by the Secretary, with good and sufficient sureties, for the performance of such conditions and stipulations as said Secretary may require as a condition precedent to the granting of such authority; and whereas, the Secretary of the Interior has prescribed the terms, conditions

and stipulations upon which a right of way will be granted to the said San Diego Flume Company through the Capitán Grande Reservation in said State of California.

Now the condition of the above written bond or obligation is such that if the above bounden San Diego Flume Company, its successors or assigns, shall keep and perform all the terms, conditions and stipulations prescribed by the said Secretary, as aforesaid, then the above written bond or obligation shall be void and of no effect, otherwise it shall be in full force and virtue.

A T T E S T J. W. Sefton

President San Diego Flume Company.

(Seal of
(Company))

J. W. Sefton (Seal)

W. H. Ferry (Seal)

Signed, sealed, and delivered by the above bounden J. W. Sefton and W. H. Ferry, and the San Diego Flume Company as Principal.

In the presence of (L. F. Doolittle
(Guy. P. Hawley

And that the same be duly attested by L. F. Doolittle, Secretary, and that the corporate seal be affixed thereto.

I hereby certify that the foregoing Resolution of which this is a true and correct copy, was unanimously adopted by the Directors of the San Diego Flume Company at a regular meeting of the Board of Directors of said Company held in the office of said Company on Saturday August 20th 1892, at which meeting there was a quorum present for the transaction of business.

Attest

L. F. Doolittle

Secretary San Diego Flume Co.

(Seal of San Diego Flume Company.)

United States of America

Southern District of California, } SS

I, M. L. Ward, U. S. Commissioner in and for said District, hereby certify that I am acquainted with J. W. Sefton and William H. Ferry, persons who have signed the bond attached hereto, and that I am satisfied that each of the said sureties is a free holder in the County of San Diego, and State of California, and is worth the sum named in the said bond, to-wit, \$5000, over and above all his debts, liabilities and exemptions.

Witness my hand this 22nd day of August, A.D., 1892,

M. L. Ward,
United States Commissioner.

(Seal of M. L. Ward,
Commissioner U.S.
Circuit Court.)

(Form of bond)

KNOW ALL MEN BY THESE PRESENTS: That we, the San Diego Flume Company, of the city and County of San Diego, California, a corporation duly organized under and by virtue of a charter granted and issued under the laws of said State, as Principal, and J. W. Sefton of San Diego California and W. H. Ferry of Lakeside San Diego County Calif, as sureties are held and firmly bound unto the United States of America in the sum of five thousand dollars, lawful money of the United States, to be paid to the Secretary of the Interior for the use and benefit of the Indians residing on the Capitán Grande Indian Reservation in the state of California; for which payment well and truly to be made, we bind ourselves, our successors and assigns, our heirs, executors and administrators, jointly and severally, firmly forever by these presents; signed by our hands and sealed with our seals, this 20th day of August, in the Year of our Lord, One Thousand Eight Hundred and Ninety-two;

WHEREAS: The eighth section of the Act of Congress approved January twelfth, Eighteen Hundred and Ninety-one, Chapter sixty-five, provides that the Secretary of the Interior may authorize any citizen of the United States, firm or corporation, to construct, a flume, ditch, canal, pipe, or other appliances, for the conveyance of water, over, across, or through any reservation of the Mission Indians in the State of California, for agricultural, manufacturing, or other purposes, upon condition that the Indians owning or occupying such reservation or reservations, shall, at all times during such ownership or occupation, be supplied with a sufficient quantity of water for irrigating and domestic purposes upon such terms as shall be prescribed in writing by the Secretary of the interior: Provided, That any individual, firm, or corporation desiring such privilege shall first give bond to the United States in such sum as may be required by the Secretary, with good and sufficient sureties, for the performance of such conditions and stipulations as said Secretary may require as a condi-

tion precedent to the granting of such authority; and whereas, the Secretary of the Interior has prescribed the terms, conditions, and stipulations upon which a right of way will be granted to the said San Diego Flume Company through the Capitan Grande Reservation in said state of California.

Now the condition of the above written bond or obligation is such that if the above bounden San Diego Flume Company, its successors or assigns, shall keep and perform all the terms, conditions and stipulations prescribed by the said Secretary, as aforesaid, then the above written bond or obligation shall be void and of no effect, otherwise it shall be in full force and virtue.

A T T E S T J. W. Sefton,
President San Diego Flume Co.

(Seal of San Diego Flume Co.)

J. W. Sefton (Seal)

Wm. H. Ferry (Seal)

Signed, sealed, and delivered by the above bounden J. W. Sefton and W. H. Ferry, and the San Diego Flume Company as principal.

In the presence of (L. S. Doolittle
(G. P. Hawley

DEPARTMENT OF THE INTERIOR,

Washington, September 16, 1892.

Commissioner of Indian Affairs.

Sir:

I am in receipt of your communication of 12th instant, and accompanying acceptance by the San Diego Flume Company of the terms prescribed by the Department for a right of way through the Capitan Grande Indian reservation in California and bond executed in the sum of \$5000.00 conditioned for the faithful performance of the requirements and conditions imposed and the authority for the execution of said bond.

The requirements of the 8th section of the Act of January 12th, 1891, entitled "an Act for the relief of the Mission Indians in the state of California", which relates to this matter, having been complied with, a right of way one hundred feet in width is hereby granted the said San Diego Flume Company its assigns and successors, with all the usual rights of land and water and of ingress, egress and regress, for the purpose of constructing, operating and maintaining an irrigating flume or canal with the necessary laterals and works appurtenant thereto, through the Capitan Grande Reservation in California, along the line indicated on a map accompanying the report of the Mission Indian Commission, approved by the President December 29, 1891, which map is marked Exhibit "A" to said report, subject however, to the terms and con-

ditions prescribed by the Department and accepted by said Company.

The papers accompanying your communication are herewith returned.

Very respectfully

Geo. Chandler,

Acting Secretary.

7013, Ind. Div. '92.

6 Enclosures.

GEORGE R. WICKHAM
LAND ATTORNEY,
LOS ANGELES, CAL

Dec. 10, 1914.

W. S. Post, Esq.,
924 Eighth St.
San Diego, California.

My dear Sir:

I am in receipt of your letter of the 2nd inst, enclosing portion of abstract involving certain lands in Sections 7, 8, and 9, Township 15 South, Range 2 East, S.B.M. and on account of the peculiar question therein involved, I have taken additional time to reply.

After a careful examination of the abstract of title, and the records of the land office, I come to the following conclusion:

1st. That the Decision of the Secretary of the Interior of September 16, 1892, in the form of a letter to the Commissioner of Indian Affairs, was the date from which the rights of the San Diego Flume Company first took hold, it being in accordance with a long line of decisions of the Land Department that no rights are acquired by reason of an application for right of way for canal or ditch, until approved by the Secretary of the Interior.

2nd. That to determine whether or not the entry men (names and descriptions of lands as well as dates entered and patented) which will follow acquired any rights, prior to the approval of the right of way of the San Diego Flume Co. I cannot undertake to advise you without more definite data, and to this end, I would like copies of the final proof papers or perhaps an affidavit accompanying the application, which might show whether any settlement was claimed on said land, by the respective entrymen, and for what length of time.

The entrymen and data of entries appears as follows:

Homestead No. 10590, Lot 1, NE $\frac{1}{4}$ NW $\frac{1}{4}$, & W $\frac{1}{2}$ NE $\frac{1}{4}$, Sec. 7., T. 15 S. R. 2 E., Jacob Kuhner, July 8, 1904. Final Certificate No. 4391, dated Oct. 21, 1904. Patented Feb. 13, 1905.

Homestead No. 03574. SE $\frac{1}{4}$ NE $\frac{1}{4}$, Sec. 7, S $\frac{1}{2}$ NE $\frac{1}{4}$, and W $\frac{1}{2}$ NE $\frac{1}{4}$, Sec. 8, T. 15 S., R. 2 E., Wm. B. Kuhner, July 8, 1904, Patented March 14, 1912.

Homestead No. S $\frac{1}{2}$ SE $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 8, T. 15 S., R. 2 E.
Robert Alford, July 2, 1906. Patented April 19, 1907.

OPINION RELATIVE TO U. S. INDIAN RIGHT OF WAY,

COVERING ALSO PARCELS NOS. 20, 39, 41 AND THE

NORTH HALF OF SECTION 7, T. 15 S., R. 2 E.

Homestead SE $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$, Sec. 8, SE $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 9, T. 15 S., R. 2 E., Vileriana Head, widow of Arthur F. Head, Dec'd, July 9, 1904, Patented February 13, 1905.

Homestead NE $\frac{1}{4}$ NE $\frac{1}{4}$, Sec. 8, NW $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 9, Joseph J. Hamilton July 14, 1901, Patented April 4, 1904.

You will see upon an examination of the dates of these entries, that no rights existed prior to the date of the approval of the right of way, supra. However, you must bear in mind that a settler upon the Public Domain has certain vested rights, as against all except the Government from the moment of his settlement, and if any of these settlers were in possession and actually claiming the land prior to that time when the right of way was approved, their rights would be supreme.

The indications are that they were not in possession, and I base my conclusions from the fact that the land was within the Indian Reservation on Sept. 16, 1892, and it is highly improbable that they remained in possession of the land from, or prior to, that date until the year 1901 or 1902. On April 16, 1901, Sections 8 and 9 were eliminated from the reservation by proclamation of the president, and about the 18th of June, 1902, the whole of Section 7 was likewise eliminated.

I have not read the act of Congress approved January 12, 1891, (eighth Section) which relates to this question, but it would appear from a cursory examination of the papers that the action of the Secretary of the Interior of Sept. 16, 1892, was but the final wind-up of the action started by the Indian Agent in 1888. Prior to March 3, 1891, there was no general act permitting, or recognizing the right to a right of way for a reservoir site or ditch to said site. Water, however, has always been recognized as a necessity, and the Indian Office and its agents assumed more or less authority in disposing of matters such as rights of way for water within its jurisdiction, and this authority has always been recognized by the Courts. Another question comes up with regard to that original agreement with the Indian Agent and that is, whether or not the Government accepted the sum of \$1300, mentioned on page 18 of the abstract, and whether the acceptance thereof was considered as a ratification of the agreement. The patents to government land, specifically state that the same is subject to any vested or accrued rights for water, mining, etc, and I am of the opinion that if the homesteaders were not on the land prior to Sept. 16, 1892, that their rights would be subject to the rights of the Flume Co. And I further believe that if you can show that the Government actually approved in some manner, either by the acceptance of the specified consideration, and receipt issued for that purpose, the said agreement of 1888, that the rights of the San Diego Flume Co. started from the date of the agreement of the Indian Agent. In the absence of this showing, I would be constrained to believe, as stated on page one of this letter, that the rights of the company dated from the decision of the Secretary of the Interior of Sept. 16, 1892.

You will bear in mind also, that my statement on page one, as to the line of decisions and rights under canal and ditch right of way, applies particularly to applications made in accordance with the Act of March 3, 1891, for as stated heretofore, there was no act authorizing the general allowance of applications for rights of way, prior to that date.

I would be glad to hear from you further in this matter, if I have not covered the ground as fully as you would like. I would ask you to note however, that I am leaving for San Francisco sometime during next week to be gone for some time, likely during the Session of the Legislature and would appreciate, if there is further communication on this subject, to receive same the first part of next week.

Bill for services in connection with this report is enclosed herewith.

Thanking you, I remain,

Yours very truly,

Geo. H. Wickham

GRW-R

(41)

Southern Title Guaranty Co.

to Jas. A. Murray and ES. Fletcher.

Oct. 20, 1914.

(County Recorder's
File No 23327.SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 7S $\frac{1}{2}$ of NW $\frac{1}{4}$ and
SW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 8

Township 15 South, Range 2 East.

The San Diego Flume Company has contracts covering the riparian rights of the various lands therein described, but the contracts have not been placed of record in the County Recorder's Office.

4. Contract #13,11,10 February 13, 1886.
T. J. Wranys Elmeier et al to San Diego Flume Co.
80 acres in Sec. 26, T 16 S, R 2 W.
6. Contract #8, Pt Secs. 29 and 30, T 16 S, R 2 W. *July 27, 1887.*
8. Contract #4, Tracts 5,6,7 Hill Estate. *June 7, 1886.*
Lot 21, Rho Mission.
9. Agreement (Envelope #302) *May 2, 1886.*
Pt Lots 67 and 68, Rho Mission.
- 9A. Contract #7. Lots 66-67-68-69, Rho. Mission. *May 14, 1887*
10. Envelope #302, Lot 68 Rho Mission. *May 22, 1886*
12. Contract 87. Blks 142 to 149, El Cajon Valley Co's Lands. *2/8/1892*
15. Contract 49. Pt Lot 9 Rho. Mission. *Jan 21, 1891*
14. Contract 53. Pt Sec. 28, T 16 S, R 2 W. *Dec 11, 1890*
22. Envelope #302. Lot 47 Rho. Mission.
23. Envelope #302. Lot 43 Rho. Mission.
24. Envelope #302. Lot 1 Rho Mission.
30. Envelope #302. Pt. P.L. 1112.
31. Do. Pt. P.L. 1112
32. Do. Pt. P.L. 1106
33. Do. Pt. P.L. 1119
35. Do. Pt. P.L. 1111.

WATER CLAIMS

(1/50)

3/24/85.

W. E. Robinson, Appropriator.

Point of Diversion in canyon in NE $\frac{1}{4}$ of Sec. 12,
T 15 S, R 1 E.

3500 inches measured under a 4 inch pressure.

(1/80)

8/17/85

W. E. Robinson, appropriator.

Point of diversion about two thousand feet above
the lower end of the boulder wash on the North Fork of San
Diego River known as "Rocky Bar" below the entrance of
Boulder Creek into said river.

Claims all water flowing or to hereafter flow.

(1/59)

4/26/85

T. S. Van Dyke.

About 1 mile above the mouth of Chocolate Creek
and about 200 yards below the mouth of the South Fork of the
San Diego River the narrowest part of said river bed near
said point.

6000 inches measured under a 4 inch pressure.

WATER CLAIMS - Page 2

(1/146)

5/28/86

San Diego Flume Company.

6,000 miners inches measured under a 4 inch pressure
from San Diego River at a point about 1,000 feet above the
lower end of the Boulder Wash known as Rocky Bar above Capitan
Grande on said river.

(1/152)

6/29/86

San Diego Flume Company

Waters of South Fork of San Diego River to the ex-
tent of 4,000 miners inches measured under a 4 inch pressure
at a point about one mile above the junction with the Main
River and as near as can be told in Section 36 or thereabouts
Township 14 S, Range 2 E.

(1/159)

7/31/86

San Diego Flume Company.

Waters in Boulder Creek to the extent of 2,000
miners inches measured under a 4 inch pressure at a point,
to-wit:

The narrow gorge between the two most Northern peaks
of the Cuyamaca Mountains where the creek leaves the meadows
between the Laguna and the mountains.

WATER CLAIMS - Page 3.

(1/161)

8/14/86

San Diego Flume Company

All waters of Chocolate Creek not belonging by appropriation to any one else in the County of San Diego to the extent of 100 miners inches measured under a 4 inch pressure at a point about $3/4$ of a mile above the lower Fork of the Chocolate Creek on the west fork of said creek.

(1/162)

San Diego Flume Company.

Same as 1/161 except that part of diversion is marked by a leaning sycamore 8 in. in diameter at a point in bed of creek about 1500 ft. more or less above station 886-41 on Flume line.

Ed Fletcher Papers

1870-1955

MSS.81

Box: 39 Folder: 16

**Business Records - Reports - Makin, R.L. - "List
of Riparian Water Rights on the San Diego
River Owned by Cuyamaca Water Company"**



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