

GIBSON & TITUS,

Law Offices,

ROOMS 19, 20, 23 AND 24 LAWYERS' BLOCK.

San Diego, California, May 23rd' 1892.

Dear Sir:-

In answer to your question, whether the bonds of your district may be given in payment to a contractor for the construction of a dam on one or more of the dam-sites now owned by the district, and the necessary conduit from the reservoir made by such dam, to the district; the contractor to furnish the necessary labor, materials and materials. we have to say, that by section 12 of the Wright Act the power of the district to pay for property for the district in bonds is limited to acquisition of such property by purchase, and cannot be extended to the payment for work of construction of dams, conduits, and other necessary water works for the district; nor for the materials used therein, where the same are furnished by the contractor.

In order to raise money to pay a contractor for the labor and materials used in the construction of such a dam and conduit, the bonds of the district would have to be sold for not less than ninety per cent of the face value thereof, after twenty days notice that proposals to buy the bonds offered would be received by the district had been given as prescribed in Sec. 16 of the same Act.

The district however may purchase the necessary materials for the dam and conduit, and, under Sec. 12 of the Act referred to, use sufficient bonds at their par value to pay for the same. In such case however it would only be necessary for the district to contract for the necessary labor for the construction, for which sufficient bonds would have to be sold pursuant to Sec. 16 to raise money to meet such expense.

GIBSON & TITUS,

Law Offices,

ROOMS 19, 20, 23 AND 24 LAWYERS' BLOCK.

J. P. J- 2.

San Diego, California,

As to the conduit from the reservoir to the district, the contractor may bind himself to construct it and furnish all necessary materials therefor, and when completed to sell the same to the district for a certain amount of its bonds at par value.

~~On the~~ Board of Directors may advertise ^{for sale} a certain amount of bonds sufficient at their par value to cover the estimated contract price for the construction of the dam and conduit, and the contractor could put in a bid for such amount of bonds at their par value, to be delivered to him upon the completion of his contract, or in certain installments at certain stages of the progress of the work.

Very respectfully,
Gibson & Titus

Col. J. P. Jones
No. Board of Directors
Linda Vista Irrigation.

Vertical handwritten note: Still opinion on case

W. J. HOLMES,
Investment Securities.

County, City, Town and Corporation Bonds.

West Duluth, Minn. April 27 1894

Mr. L. Filio Esq
Syr

On 25th I wired you for opinion as to certainty of making contracts as planned, with City and Linda Vista, and probabilities for Esccondido, - Up to this time I have recd no reply, but presume you were out of the City - We do not want to come to San Diego on this enterprise unless the interested people and corporations after sober second thoughts conclude they want us to come on terms substantially as stated to you - Your Opinion at this time, if made after consultation with Atty Fuller and such others as you think best to consult in the matter, would to us be a fair index of what the people want, and if favorable, would give us confidence to come to San Diego and submit the matter to the people.

This is a matter of such vital importance to the territory interested that it would seem to me certain that our propositions would be accepted almost if not quite unanimously! Yet I know

Atty's opinion on bonds
the construction of

Filed May 31st 1893
Atty's

W. J. Holmes
Atty

Linda Vista
Esccondido

Very respectfully
W. J. Holmes

[Faint, mostly illegible text from the reverse side of the page, including "DIBSON & TITUS" and "LAW OFFICE" visible at the top.]

W. J. HOLMES,
Investment Securities.

County, City, Town and Corporation Bonds.

West Duluth, Minn. _____ 189

from many like experiences, that the action
of the people in any Municipal Corporation is
very uncertain --

A letter from Mr. Doty rec'd a short time
since says he has not sold his Bonds at that
time -- The failure of the Esccondido enterprise
would not be a serious thing for that District
as the system as outlined by us would supply
with more certainty than their present plan.

Kindly consider the matter carefully
as soon as you receive this and wire me at
once, at my expense, stating just what you
think the certainty is that our proposition
would be accepted or blige.

Yours truly
W. J. Holmes

Franklin 6114

Down Town
Sales and Leases

HARRY L. TITUS
Real Estate and General Insurance
708 J. D. Spreckels Building

San Diego, California, April 19th, 1929

Col. Ed. Fletcher,
C/o Ed. Fletcher Co.
920-8th St.
San Diego, Calif.

Dear Sir:

Enclosed is a copy of my letter to Mr.
Cleary.

Please advise me as soon as you hear
from the Sweetwater Water Company.

Very truly yours,

Harry L. Titus,

April 18th, 1929

Mr. Maurice Cleary,
University Club,
Los Angeles, Calif.

Dear Maurice:

I talked with Col. Ed. Fletcher yesterday and he informs me that within the next ten days he will have a conference with the Sweetwater Water Company officials in regard to the purchase of their impounding and distributing system. And believes something can be worked out that will be satisfactory to your people.

He has also an undeveloped water proposition that will eventually supply the City of San Diego as soon as a few angles are ironed out.

These propositions are the only ones that can be handled in San Diego County satisfactorily, and I am convinced that they will meet with your client's approval.

Col. Fletcher requested that the Sweetwater Water Company proposition be kept in strict confidence by your client.

Sincerely yours,

April Twenty-third,
1 9 2 9

Mr. Harry Titus,
J. D. Spreckels Bldg.,
San Diego, Calif.

Dear Mr. Titus:

I thank you for your letter of the nineteenth with copy of letter to Mr. Clary and as soon as I hear from him you will hear from me.

Yours truly,

EV:AK

Ed Fletcher Papers

1870-1955

MSS.81

Box: 30 Folder: 8

General Correspondence - Titus, Harry L.



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