

5-1142

DEPARTMENT OF THE INTERIOR
UNITED STATES INDIAN SERVICE

Pechanga Superintendency,
Temecula, Cal. Dec. 13, 1913.

Mr. Wm. S. Post,
San Diego, Cal.

Dear Mr. Post:

I have not yet received the necessary papers for making my report to the Commissioner of Indian Affairs. The Office has asked that I make a report not later than the 15th of December therefore I would consider it a favor if you could possibly get them to me at once.

Very truly,

T. F. McCormick
Superintendent.

TFM/MM

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*Mr. Post
Send me always these matters*

WILLIAM S. POST
ASSOC. MEM. A. S. C. E.
FLETCHER BLDG., 924 5TH ST.
SAN DIEGO, CALIFORNIA

Office Copy

December 20, 1913.

Mr. T. F. McCormick,
Supt. U. S. Indian Service,
Temecula, Calif.

**W. CO.
FILE**

Dear Sir:

Murray and Fletcher on June 12th, made cash deposit of \$900.00 with the U. S. as security for the extension of concrete pipes on the El Capitan Indian Reservation due to a proposed change of right of way for a tunnel and cement lined ditch and pipe line on their flume line at Sand Creek.

The original request was made to Supt. T. M. Games in May 1913. In a letter dated June 3rd, (copy enclosed) Mr. Games estimated the costs of changes in Indian pipe lines at \$450.00, and that this constituted the damages. On June 2, Acting Commissioner Hauke approved request for permission to enter upon excavations on the right of way calling for a deposit in double the amount of damages estimated, or \$900.00. This deposit was made June 12th, 1913, to the credit of United States in the First National Bank of San Diego, U.S. Depository.

By letter of July 29, the Indian Service notified Mr. Games of the granting of a formal permit.

The conduit and syphon has been installed, requiring no change in irrigation pipes of the Reservation. Since the application was granted, Murray and Fletcher find the cost

WILLIAM S. POST
ASSOC. MEM. A. S. C. E.
FLETCHER BLDG., 924 8TH ST.
SAN DIEGO, CALIFORNIA

-2-

of the tunnel prohibitive, together with their large expenditures elsewhere, and wish to abandon this portion of the change as originally asked for, and continue to use the existing flume as before. This maintains unchanged the service of the flume to irrigation boxes No 7 and No 8 of the Reservation pipe lines for which cash was deposited and requires no expense of any kind to the Indian Service.

Murray and Fletcher therefore ask the return of the \$900. deposited for the extension of these Indian pipes and change of these boxes, together with their abandonment of that portion of the permit which applies to the tunnel.

The portion to be abandoned is shown in Red upon the annexed map.

Respectfully,

Murray and Fletcher,

By Lou B. Mathews

December 20, 1913.

Mr. T. F. McCormick,

U. S. Indian Service,

Temecula, Calif.

Dear Sir:

Replying to your letter of December 13th,

Mr. Fletcher has been almost continuously in San Francisco and has been unable to take up the stipulations for the Conejos Right of way and arrange for the tender of money.

I am afraid he cannot get to it until after Monday on his return from San Francisco.

Very sincerely yours,

P-K

C. W. CO.
FILE

February 9th, 1914.

Mr. T. F. McCormick,

Superintendent, U. S. Indian Service,

Temecula, California.

Dear Sir:

I beg to say for Messrs Murray and Fletcher that they find stipulations 7 and 8 unsatisfactory in the attached paper relative to the Conejos Reservoir. In other respects they are ready to proceed. The stipulations are returned with the request that they be so modified as to more nearly agree with the later views relative to water rights in California; which are indicated below; for the following reasons:

(a) The South Fork empties into and joins the San Diego River within a half mile of the lower end of the Indian Reservation, which is already provided for in the contract referred to in the stipulations. It is unwise to put a double and uncertain tenure on water which if Murray and Fletcher actually now develop and sell and serve consumers should not have a doubtful element. The essential interest of the Reservation is taken care of in Stipulation 9.

(b) The modern view in California regarding water as voiced by the State Water Commission and a bill passed but postponed on referendum, is that private and individual settlement of water rights wherein water is hold out of

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(b) The modern view in California regarding water as voiced by the State Water Commission and a bill passed but postponed on referendum, is that private and individual settlement of water rights wherein water is held out of

use by contracts, or as in this case rendered of uncertain tenure is against public policy. After November of this year, in all probability, such stipulations could not be proposed without the consent of the Water Commission. This view applies clearly here, where it is within the power of the Government or its officials to cancel an easement on a reservoir site, without which the development of irrigated land or domestic service based upon it must be abandoned for possible failure to do something on another stream where the Government is already protected. This involves risks of civil damages and of uncertainty to future residents, which no business man familiar with California water history would care to undertake.

The petitioners are engaged in a bono fide undertaking, have spent \$100,000 this year, part of which benefits the portion of their flume to which the contract refers and ask that the development of an important water supply be not hampered with provisions not directly apposite, but introducing uncertainty in the minds of bond experts.

Respectfully,

84

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Respectfully,

P-K

84

WESTERN UNION

Form 2289

RECEIVERS NO.

TIME FILED

CHECK



NIGHT LETTER

THEO. N. VAIL, PRESIDENT

SEND the following Night Letter, subject to the terms on back hereof, which are hereby agreed to

AUGUST 7, 1914.

Leno Lechappa,

Allow Mr. Post and party to enter the Conejos Reservation and visit the dam site.

T. F. McCormick.

C. W. CO.

~~W. L. & W. CO.~~

FILE

COPY

DEPARTMENT OF THE INTERIOR
UNITED STATES INDIAN SERVICE

Pala Indian School, Pala, Calif.

Feb. 19th, 1915.

Mr Wm. S. Post,
San Diego, Calif.

Dear Sir:

Enclosed please find stipulation, which was just received from the Indian Office.

If weather permits, I will call upon you Tuesday or Wednesday of the coming week.

Very truly yours,
T F McCormick,
Supt.

84

Feb-20-1916- stipulations were signed by
to be sent to Murray, to be sent to O.R.W.
ZF sent to Robinson.
Following is a copy of stipulation

Ex

DEPARTMENT OF THE INTERIOR
UNITED STATES INDIAN SERVICE

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San Diego, Calif.

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If weather permits, I will call upon you Tuesday or Wednesday of the coming week.

Very truly yours,
T. F. McCormick
Supt.

ack'd by W.S.P.

S T I P U L A T I O N

WHEREAS, a part of the proposed right of way for reservoir and flume applied for by James A. Murray and Ed Fletcher, of San Diego, California (Successors to the San Diego Flume Company) a corporation duly organized and existing under the laws of the state of California, and operating under the firm name of Cuyamaca Water Company - hereinafter designated as the "applicants,") as shown by certain map of location, filed by the applicants with the Department of the Interior on _____, under the Acts of March 3, 1891 (26 Stat. L. 1095), May 11, 1898 (30 Stat. L. 404), and February 15, 1901 (31 Stat. L. 790,) will be located within the Capitan Grande Indian Reservation, in the State of California; and,

WHEREAS, the Department of the Interior requires the applicants to enter into this stipulation;

N O W, THEREFORE, the applicants do stipulate and agree, and do bind themselves, their heirs and assigns as follows, to-wit:

FIRST:- In consideration of the grant of the right of way for reservoir and flume above described, the applicants hereby tender to the United States of America the sum of \$2,782.50, being at the rate of \$50.00 per acre

for all lands to be occupied by the said reservoir and \$10.00 per acre for all lands to be occupied by the said flume; and the additional sum of \$108.00, being in payment for all damages accruing to the following Indians, namely; Gabriel Duro, Gonzalia, Sam Brown and Juan Macheno, who are occupying lands which will be submerged by water as a result of the location of the said reservoir.

SECOND:- The applicants agree also that the dam for said reservoir and the flume shall be located and constructed at the points, and in a manner satisfactory to a duly authorized representative of the United States of America, and that the applicants, their successors or assigns, will save the United States of America harmless from damages of any nature whatsoever that may be caused by reason of the walls or banks of the said reservoir breaking and releasing the impounded water.

THIRD:- The applicants agree that there shall be reserved to the United States of America from the grant applied for, the right for its officials and employees or the Indians to go upon and through the land covered thereby, and also the right to construct roads thereon for the use of the Indians, should such roads become necessary in the opinion of the Commissioner of Indian Affairs.

FOURTH:- That in case the land covered by the grant applied for should at any time in the future be abandoned by the applicants, their successors or assigns, for the

uses authorized by the Acts heretofore cited, for a period of five consecutive years, then, and in that event, shall said grant be terminated, and the rights of applicants thereunder cease.

FIFTH:- That in the event the water now passing through the canal or flume constructed on a right of way granted to the San Diego Flume Company, by the United States of America, through the Capitan Grande Indian Reservation, San Diego County, California, by contract approved by the San Diego Flume Company on August 20, 1892, shall hereafter be diverted from said flume to the reservoir and flume to be constructed by the applicants on the land covered by the grant now applied for, the Indians of the Capitan Grande Indian Reservation shall, at all times, be supplied with the water to which they are entitled, through the present flume, as specified in the above mentioned contract of August 20, 1892, and the applicants, their successors or assigns, hereby agree to comply at all times with the terms of said contract.

SIXTH:- That to secure the faithful performance of the terms and conditions set forth in the above mentioned contract, approved August 20, 1892, by the San Diego Flume Company, the applicants hereby tender to the United States of America an additional bond in the sum of \$5000.00, making the total bond requirement in connection with the above mentioned contract, \$10,000.00.

SEVENTH:- That nothing contained in this stipula-

tion shall be construed to in any manner release the applicants, their successors or assigns, from any of the obligations imposed in the above mentioned contract, dated August 20, 1892; and said contract shall remain in full force and effect.

EIGHTH:- That in case the applicants, their successors or assigns, shall at any time fail to comply with the terms of the above mentioned contract, dated August 20, 1892, the right of way now applied for, if granted, shall be deemed to be forfeited, and the rights of the applicants thereunder shall thereupon cease.

NINTH:- That the United States of America, on behalf of the Indians, shall have the first right to purchase water from the applicants, their successors or assigns, for the irrigation of the Indians' lands lying above the proposed reservoir, when the applicants shall have satisfied the needs of their present patrons, at the usual and current price received by the applicants for water used for the purpose of irrigation.

TENTH:- That the United States, on behalf of the Indians, shall have the unquestioned right to pump water from the bed of Los Canejos Creek for the irrigation of the Indian lands lying above the proposed reservoir, if such action should become advisable, irrespective of its possible effect on the reservoir.

DEPARTMENT OF THE INTERIOR
UNITED STATES INDIAN SERVICE

Pala Indian School, Pala, Calif,
Sept. 6, 1915.

Messrs. Murray & Fletcher,
San Diego, Calif.

Jacob

CUYAMACA WATER CO. FILE No. 84
DO NOT REMOVE ANY LETTER FROM THIS FILE.

Gentlemen:

I am this day in receipt of letter from the Indian Office relative to your application for right of way for reservoir and irrigation ditch across certain lands on the Capitan Grande and Los Conejos Indian Reservations.

The Office wishes to know what action the Company has taken on amended stipulations which I presented to Mr. Post some time ago. An immediate reply would be greatly appreciated. The Office however allows thirty days for a reply.

My reply to the Office must reach there not later than Sept. 30, 1915.

Very truly yours,
L. F. McComick Supt.

San Diego, Cal. *March 10 1915* No. *1*

First National Bank 90-49

Pay to the order of *McCormick Lumber* \$ *2402.⁰⁵*

Twenty Four Hundred and two ⁰⁵/₁₀₀ Dollars

*El Cauto Yuma Road Fund
By *E. Fletcher Trustee**

McCormick

AMERICAN NATIONAL BANK
SAN DIEGO, CALIF.
PAID
MAR 12 1915
CLEANING HOUSE

POSTAGE
PAID

*McDonnell & Co
for James
Wells*

DEPARTMENT OF THE INTERIOR
UNITED STATES GEOLOGICAL SURVEY

RECEIVED
MAR 12 1915
GEOLOGICAL SURVEY
WASHINGTON

The office is now taking the company has taken
to the office and I reported to Mr. [unclear] some time ago.
The office is now taking the company has taken
to the office and I reported to Mr. [unclear] some time ago.
The office is now taking the company has taken
to the office and I reported to Mr. [unclear] some time ago.

Very truly yours,
[Signature]

CUYAMACA WATER CO.
FILE No. 84
DO NOT REMOVE
ANY LETTER
FROM THIS FILE.

September 13, 1915.

Mr. T. F. McCormick,
Supt. Pala Indian School,
Pala, Calif.

Dear Sir:-

We have received your letter of September 6th regarding amended stipulation in the matter of application for right of way for reservoir and irrigation ditch across certain lands in the Capitan Grande and Los Conejos Indian Reservations.

As perhaps you know this Company has entered into a contract to sell its water system to the La Mesa, Lomon Grove & Spring Valley Irrigation District. According to the terms of the contract this transfer must take place on or before January 1, 1916. The Irrigation District is not yet fully aware of the status of this application nor of the importance of the acquisition of the right of way for the reservoir and ditch. We therefore request that the Indian Service permit us to postpone action on the amended stipulations until a few days after January 1, 1916 and we suggest that this date be made January 15th.

We trust you can see your way clear to recommend to the Indian Service that permission be given for the postponement we have requested above.

Our understanding is that no further action on our part is necessary in addition to this letter, but if any further action is necessary, we will greatly appreciate it if you will notify us at the earliest possible moment.

Very truly yours,

Manager.

POSTAL TELEGRAPH - COMMERCIAL CABLES	
CLARENCE H. MACKAY, PRESIDENT	
ENTER No. TIME FILED	CHECK
NIGHT TELEGRAM	
The Postal Telegraph-Cable Company (Incorporated) transmits and delivers night messages subject to the terms and conditions printed on the back of this blank.	
DESIGN PATENT APPLIED FOR.	
Send the following night message, without repeating, subject to the terms and conditions printed on the back hereof, which are hereby agreed to.	
CUYAMACA WATER CO. FILE No. 84 DO NOT REMOVE ANY LETTER FROM THIS FILE.	528 Federal Bldg., Los Angeles, Cal. November 26, 1915.
Indian Office, Washington	
Office letter November sixteen Capitan Grande due to vital importance this case urgently recommend that Department Justice be requested detail attorney to represent Indians at hearing before Land Office Los Angeles December twenty.	
OFFICIAL BUSINESS GOVT NIGHT RATES CHARGE TO INDIAN OFFICE.	McCormick.

Dec. 21, 1915.

In re Application for Right of
Way Los Angeles Serial No. 013283.

To the Honorable Commissioner of
Indian Affairs, Washington, D. C.
through Supt. T. J. McCormick.

Sir:

Referring to the above application for right of
way, which matter is now pending before your office we would
respectfully request an extension of time of six months from
Jan. 1, 1916 within which to comply with the requirements of
your office as heretofore expressed to us.

Our reason for asking this extension is that we
are under contract to sell to the La Mesa, Lemon Grove & Spring
Valley Irrigation District all of our system of which said ap-
plication for right of way is a part, and that certain legal
complications have arisen with reference to the validity of a
bond issued of said irrigation district, the proceeds of which
are to be employed in the purchase of our said system, and
that we further request that notify O. R. W. Robinson, Esq.,
of 406-7-8 International Bank Building, Los Angeles, California,
who is our attorney of such action as may be taken on this request.

Very respectfully yours,

(Signed) James A. Murray

(Signed) Ed. Fletcher
Applicants.

DEPARTMENT OF THE INTERIOR
UNITED STATES INDIAN SERVICE

Pala Indian School,

Pala, Cal. Jan. 11, 1916.

Col. Ed. Fletcher,

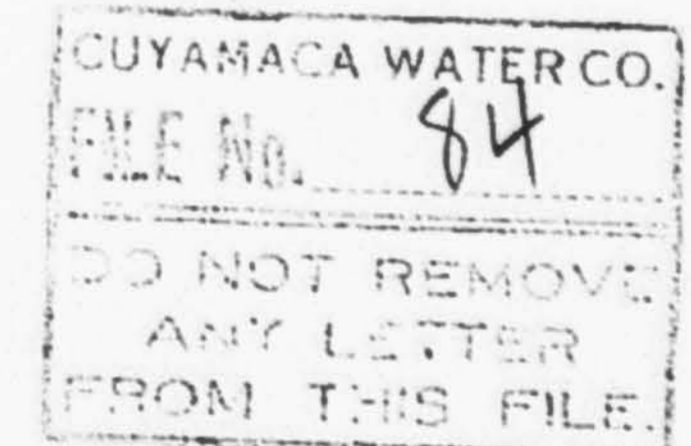
San Diego, Cal.

My dear Mr. Fletcher:-

According to your instructions I am in-
closing my bill of expense on the trip to Captain Grande Res-
ervation. I told Mr. Bauer to present his to the City.

Very respectfully,

T. J. McCormick
Superintendent.



January 13, 1916.

Mr. T. F. McCormick,
Supt. Pala Indian Reservation,
Pala, Calif.

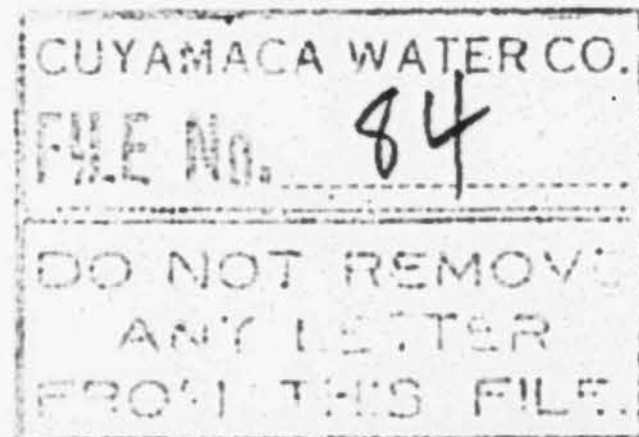
My dear Mr. McCormick:

Enclosed find check for \$8.25, as per
your letter of the 11th. Will you kindly sign the enclosed voucher
and return at your convenience?

With kind personal regards,

Yours very truly,

Manager.



March 23, 1916.

Mr. T. F. McCormick,
Supt. Indian Agency,
Pala, Calif.

My dear Mr. McCormick:

Attached hereto is certified check
for Two Thousand Eight Hundred Ninety Dollars and Fifty Cents
(\$2890.50), together with stipulation signed in duplicate
by Mr. Murray and myself; also bond of \$5000 signed in duplicate,
in the matter of the Conejos application for reservoir site.

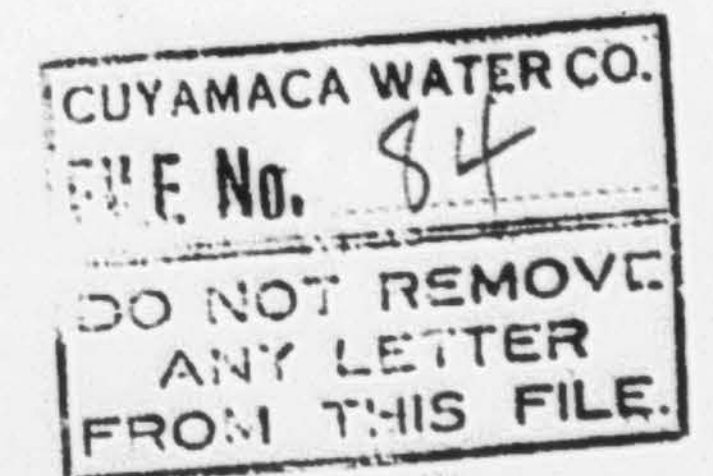
If the papers are in proper order, will you kindly urge
this matter along, and in sending this application to Washington
will you kindly make request for a temporary permit to commence
work at the damsite?

We will not interfere in any way with the crops of the
Indians for the season of 1916, and they may have the free
use of the land for pasturage.

Your early attention to this matter will be greatly
appreciated.

Kindly acknowledge receipt of papers.

Yours very truly,



DEPARTMENT OF THE INTERIOR

UNITED STATES INDIAN SERVICE

Pala Indian School, Pala, Calif.

March 27, 1916.

Mr. Ed Fletcher, Mgr.
Cuyamaca Water Co.
San Diego, Calif.



Dear Mr. Fletcher:

I am in receipt of certified check for \$2890.50, stipulations, signed in duplicate, also bond.

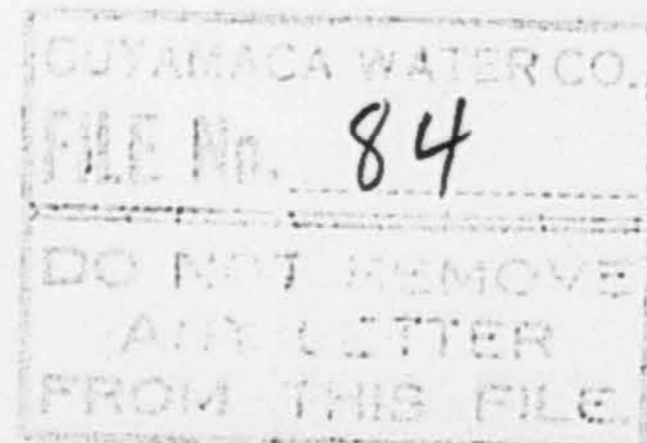
The above papers, I have forwarded this day to the Commissioner of Indian Affairs.

I do not know if you are aware of the fact, that the Indians of the Los Conejos Reservation, are very much opposed to the reservoir site on the Reservation, and I suggest, if the application is approved and you proceed to build the dam, whatever men you send in there, be very careful not to antagonize the Indians in anyway.

I am enclosing receipt dated March 23, 1916, for \$2890.50, signed by me.

Enc.
(Rec)

Very truly yours,
T. F. McCormick Supt.



March 30, 1916.

Mr. T. F. McCormick,
Supt. Pala Indian School,
Pala, Calif.

Dear Mr. McCormick:

Your letter of March 27, 1916, enclosing our voucher, receipted for \$2890.50, to hand, for which we thank you.

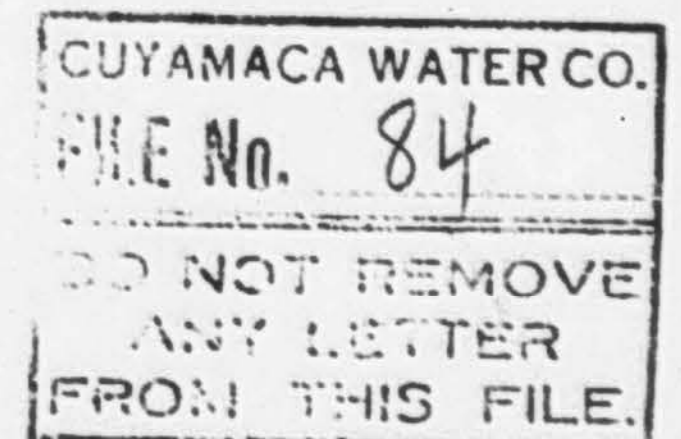
Regarding the Indians on the Los Conejos Reservation being very much opposed to the reservoir site on the reservation, will say that in the event of any construction work being performed we will advise our men to be careful in every way not to do anything that may antagonize the Indians, and we thank you for the suggestion.

Yours very truly,

CUYAMACA WATER COMPANY,

Secretary

M-8



Ed Fletcher Papers

1870-1955

MSS.81

Box: 17 Folder: 30

General Correspondence - McCormick, T.F.



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