

70

Aug. 8, 1911

Mr. Jas A Murray,
Butte, Mont.

My dear Mr. Murray:

On receipt of this letter kindly wire me when you will come to San Diego. I have looked into matters thoroughly, gotten reports from two different engineers & on what has been done at Murray Hill and feel that you should be th here within the next few weeks without fail.

I have notified the cement company not to lay the 24in. pipe from Murray Hill dam to Eucalyptus reservoir until you come as I consider it would be a great mistake. If anything is laid it should be at least 30ins. in diameter. The Murray hill dam is now getting along nicely but they certainly balled it up for awhile.

Mr. Hager fired the Parker Construction Company and James Morse, my foreman and partner, is now doing the work. I am looking into a number of contracts which Hager has signed in the name of the Cuyamaca Water Company without my knowledge and consent. He has certainly overlooked his hand and I am satisfied that he is not a big enough man to handle this proposition and if I can not demonstrate this fact to you when you come, you may have the privilege of giving me one swift kick.

San Diego is growing by leaps and bounds and since you were here, three hundred acres between here and La Mesa has been opened up for sub-division purposes. In three or four years the whole country from the city limits of San Diego will be built up with homes and we have got to prepare for it.

You need not worry for I have the situation well in hand at the present time but I do want you to come down here at your earliest convenience.

Very truly yours,

FE/L

File under J. J. M. M. M.
Comparative Statement of Labor Done on Murray Hill Reservoir under Parker & Co. and James Morse

Amount paid Parker & Co. for labor on Murray Hill Reservoir in June & July 1911 @ 22²⁵ 268604

Amount paid Parker & Co. for Teams @ 86 1/2 @ 35 302212
Total 570816

Had James Morse had the contract we would have paid to him for the same number of days @ 22⁰⁰ 238875
Teams etc 237446
Total 476321

The Water Co. under for Morse would have paid 94496

Overpay to Barker Construction above usual wages paid as per
statement of Mr. Matthews.....\$944.00
Extra cost of 36in. pipe line owing to unnecessary size,
1500.00
Loss in construction of Murray Hill dam owing to poor
management approximately..... 4000.00
Extra surveys, worthless.....1000.00

Handwritten mark

Handwritten mark

Aug 16, 1911

Mr. Jas. A. Murray,
Toronto, Canada.

My dear Mr. Murray:

I am in receipt of your letter of the 12th inst. enclosing draft for five thousand dollars and contents noted. The following is the situation.

1st. With either my knowledge of yours, Mr. Hager obligated you and I under the name of the Guyanaca Water Company for thirteen or fourteen thousand dollars to build a cement pipe line from Murray Hill to eucalyptus dam. The first I knew of it was when I went out there and saw the work being done. I think the improvement a good one but I do not think he is putting in a large enough pipe and believe I can prove to you I am right. He has a 36in. pipe line into Murray Hill and only a 24in line out. By adding about \$2,500.00 and making the pipe 30 inches instead of 24 and materially increasing the quantity of water to cover our possible future needs for years.

Mr Hager wrote you that this work was being done and you wrote back and ordered him to stop the work. When I wrote the letter advising you to go ahead with the work at Mr. Hager's request without investigating it and I told you that I had written the letter at his request. Things came up immediately afterwards that caused me to investigate the entire situation and that is

the reason for my writing you the last letter opposing it.

I take it that you do not want to stop the construction of the Murray Hill dam. It is well along and we are keeping right ahead with that work. It should be completed immediately to take advantage of the fall rains. If you want to stop even the Murray Hill work, please write or wire on receipt of this letter but we have an efficient force of men now at work, the dam itself will be completed probably within a month or six weeks and I believe it would be a great mistake to stop the work.

When you come to San Diego, I will show you that Mr. Hager is entirely incompetent, that he has cost us several thousand dollars, made contracts in the name of the Cuyamaca Water Company that should never have been made, has been drunk several times and abusive in this office, that he made a contract with the Parker Construction Company for teams on the basis on \$3.50 per day and I have in writing a contract with Mr. Parker to give me teams for my work at \$2.75 per day - a saving of 75¢ per day per team or a total saving of between thirty to forty dollars per day. This loss of thirty to forty dollars per day went on for several weeks. In addition to having a written contract from Parker agreeing to furnish me teams at \$2.75 per day, I have a sworn affidavit by a referable witness to the effect that he would in addition give me a 10% commission on the side, or graft money. Mr Hager signed a contract with the Gas and Electric

Company in the name of the Cuyamaca Water Company for electricity at 2½ cents a kilowat for pumping water from La, Mesa lake back to La Mesa. The contract was made for a period of five years with the privilege of cancelling at any time on a year's notice and in any event \$600.00 a year was to be paid. As I had an agreement with the Gas company to pump water at Grossmont for 2¢ a kilowat or a saving of 20%, I immediately jumped the Gas Company and have in writing from them an agreement to reduce the rate to 2¢ per kilowat or 20%.

Mr. Hager sold crushed rock at \$1.65 per yard to the cement people and paid \$2.00 per yard for it. We lost several hundred dollars this way. Our pumping bill last month amounted to nearly \$900.00 for electricity even at 2¢ per kilowat. Hager is giving this water to those who have regular contracts without any expense whatever except the regular \$60.00 a year rental for gravity water but he is charging 25¢ per M gallons for excess water. The inequality of this to the consumers is ridiculous and we are losing three or four thousand dollars by his foolishness as well as establishing a precedent that will be hard to overcome another time. He made a contract with the Parker Construction company in the name of the Cuyamaca Water Company and it included a ten day's written notice which the Cuyamaca Water Company was to give the Parker Construction. When this row came on regarding Sacket and you had written Mr. Hager about

it , about that time, he fired the Parker Construction Company outfit without a minute's notice claiming as an excuse that they were breaking up some of his plow teams. The truth was that at the Ground Breaking Celebration here, Mr. Parker had promised to loan some of his teams for a day to take part in the parade. We are now threatened with a law suit from the Parker Construction company on account of the ten day's notice.

Mr. Jas. Morse the contractor and my partner is now on the job at \$2.75 per day instead of \$3.50 paid to Parker and the work is going ahead nicely so Mr. Hager says.

The above information is just a starter and will give you a line on the situation. Mr. Hager has paid Sacket \$12.50 per day for his work and two weeks of the time he lay on his back at Murray Hill as time keeper. This I can prove by a half dozen witnesses. There is a great deal that I will not put on paper at this time but I believe I have done you a kindness that you will some time appreciate although you may not do so now. It will be the mistake of your life if you tie up with either Hager or Sacket in my opinion. There is no cause to worry about the work. I have put in a great deal of my time in checking up this situation since I found out how things were going and as soon as ~~you~~ you get on the ground again I am willing to step down and out if you desire it for I can not stand the strain I have been through the last six weeks.
Yours very truly,

Aug 17, 1911

Mr. Jas A. Murray,
Royal Hotel,
Toronto, Canada.

My dear Mr. Murray:

I note what you say in your previous letter regarding the cost of the Chocolate and South Fork sychons. The contract with the Baker Iron Works calls for \$7,976.00 and they furnish everything. All we had to do was to dig the trench and cover it as well as dig two small forbays. Mr. Post's estimate of the cost of the trench work was approximately \$2,000.00 or \$10,000.00 for the entire work. Mr. Hager took charge of the work shortly after it commenced. The books show to date that the labor and material expense is \$3,458.42 or a total cost of \$11,434.42.

Yours very truly,

EE/L

NIGHT MESSAGE

Filed _____ M.

CHECK

POSTAL TELEGRAPH-CABLE COMPANY

All Messages taken by this Company subject to the following terms:

This Company will accept telegrams for points on its lines, to be transmitted during the night and delivered the ensuing business day at reduced rates; it is not, however, to be liable for damages arising from any error or failure in the transmission or delivery of a night telegram, beyond the amount received for sending the same, and for that amount only when claimed within thirty days after the said error or failure shall have occurred.

JOHN W. MACKAY, President.
SIR WM. C. VAN HORNE, Vice-President.

CHAS. R. HOSMER, General Manager.
L. W. STORROR, Superintendent.

A
O

Send the following Message, without repeating, subject to the above terms, which are agreed to:

To James A. Murray, 189
% Ranier Grand Hotel,
Seattle, Wash.

Mathews told me tonight Hager told ~~me~~ him that Bartl deliberately turned ~~xxxxx~~ ~~z~~ all water loose at the diverting dam doing lots of damage. Please take this with a grain of salt as it is all warm poo.. Understand Hager coming to Seattle to see you is reason I telegraphed. Sorry to annoy you. When you coming down?

Ed Fletcher.

Aug 26, 1911

Mr. Jas A. Murray,

Stratford Hotel,

Chicago, Ill.

My dear Mr. Murray:

I am in receipt of your letter of the 21st inst. I instructed Mr. Hager to stop the work on the 24in pipe line until your return and the men have all been taken off the job. The 24in pipe line is all made but has not been put in and if you see it in the same way that I do, there will be no material loss in inserting a 30in pipe line instead of the 24in pipe line. The 24in pipe line can be sold or used in our system in other places to good advantage.

Mr. Hager fired the only good man that he had, an engineer by the name of Bartl and it was all on account of Mr. Hager's overhearing a telephone conversation between Bartl and myself in ~~xxx~~ which Bartl made the statement that Hager was not doing the work right and I found afterwards that such was the case from two engineers whom I sent out there ~~in~~ at my own expense to investigate matters for ~~x~~ themselves. Mr. Hager has left the finishing of the dam entirely to Mr. Morse and Mr. Bartl is coaching him and I am sure that the work will turn out all right. The only thing that I am fearful of is ~~that~~ for two weeks, on Mr

-2-

Hager's instructions the dam was build with loose dirt without its being wet and we ~~xxxx~~^{are} very fortunate if we do not have a leak on that account. I instructed Mr. Morse personally to keep the water going day and night on the work so that it would be thoroughly wet and packed. We are going right ahead with the Murray Hill dam and it will be cw completed in the next month unless you order the work stopped and I would not advise that you order it stopped as we have none too much time in which to get the dam in shape and ready for use so as to utilize the Murray Hill reservoir before the winter rains set in.

I would like to see you here as soon as you can conveniently do so but there is no need to rush if you have important business elsewhere.

I have finall completed the purchase for others of the Pano water system, dam site etc. which means water fot the entire Linda Vista mesa just nort of San Diego. The last payment of \$150,000.00 I made the first of the week for the new owners. It is not generally known here but the people who are interested in the Warners ranch are going ahead with their dam. Bed rock has been found and fourteen feet. I sent up a hundred tons of cement to build the cut off wall at the junction of the stream before the winter rains set it. Next spring the largest dam in Southern Calif-

-3-

ornia will undoubtedly be built.

Very truly yours,

EF/L

80

Aug 29, 1911

Mr. Jas A. Murray,
Stratford Hotel,
Chicago, Ill

My dear Mr. Murray:

I am in receipt of your letter of the 21st inst. and contents noted. Nothing new has developed and there is no necessity for you to leave any important business there to come here as things are moving along all right. I had to borrow \$5,000.00 from the bank to pay current bills. I hope to get a remittance from you shortly to take care of the September bills which have been incurred during August a statement of which Mr. Matthews made and I forwarded you some time ago.

I instructed Mr. Hager to stop the work on the 24in. pipe line until your return which he did. The 24in pipe has all been made but has not been put in. I feel certain that we need a 30in pipe line instead. There will not be much if any material loss as the 24in line now made we can sell or utilize in some other portion of the system.

Enclosed find clipping which is self-explanatory. I have just made the last payment of \$150,000 .00. This Pamo water system will be built and the water put on the lands north of San Diego on the Linda Vista mesa. This is entirely separate from the Warners ranch. I have just sent 100 tons of cement up

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R

Monterey, California, September 21/11.

Ed Fletcher,
San Diego.

Dear Sir:

Since my arrival here I have been consulting some water men and they tell me that a wooden pipe will last longer than cast iron if there should be much alkali in the ground and I take it that there is some alkali in that ground running to the Davidson property. Therefore I thought it might be a good idea to put in a six inch wooden pipe made specially for the pressure that we require, but you can use your own pleasure about it. You may speak to Mr. Hager in relation to this matter and get his views of it as he has, I understand, put down some considerable wooden pipe.

I start north tonight or tomorrow morning and a letter will reach me in Butte for the next week or two, when you will hear from me again.

Very truly,

Jas A Murray

to be used in building the cut off wall for the Warners Ranch dam. There is no question but what both dams will be built. Many people still think you are behind this proposition. It is new blood, however.

Very truly yours,

EF/L

P. S. At Mr. Hager's suggestion and with my O. K we have today paid the Baker Iron works all but five hundred on their contract, withholding five hundred until the leaks are stopped.

E F



Sept 21, 1911

Mr. Jas. A. Murray,
Monterey, Calif.

Dear Sir:

As long as I am interested with you to some extent and representing your interests in San Diego County, whenever things are going wrong, I am going to tell you about it, then my responsibility ceases. Mr. Davidson told me that you had instructed Mr. Hager to put in a six inch wood pipe to Kensington Park after you and I had agreed on a four inch cast iron pipe. Hager is bughouse on wood pipe and is making the same kind of blunders as in the past. He does not know the local conditions here or he would not be recommending wood pipe. Within a quarter of a mile of where you are going to lay Davidson's six inch wood pipe, the city of San Diego seven years ago laid a thirty inch wood pipe (the best that could be bought). The soil is adobe and full of alkali and the iron bands around the wood pipe rusted and the whole thing went to pieces in six years. It will cost within 25% as much to put in a six inch wood pipe as a four inch cast iron pipe and it should last from twenty five to fifty years. If you should eventually build a twenty inch pipe line into the city under high pressure, you would probably have to take the wood pipe up.

There are twelve lots to each block and four blocks in Kensington

Sept 25, 1911

Mr. Jas. A. Murray,
Butte, Mont.

Dear Sir:

As per your request, under separate cover I am sending you a map showing the land lying between the city limits of San Diego and eucalyptus dam. The distance from the city limits of San Diego to the stand pipe and Old La Mesa is 25,928 feet. The distance from the stand pipe to eucalyptus dam is 17,737 feet, a distance of 43,665 feet or a total of a little over eight miles from eucalyptus dam to the city limits.

With a good head or pressure behind it I would say a twenty to twenty four inch cast iron pipe would be sufficient for all needs particularly if you put in a pipe line from either the diverting dam or the S. tract reservoir.

Enclosed find list of people who are agents for cast iron pipe. The city of San Diego bought its pipe from R. W. Martindale, Monadnock building, San Francisco. The price was \$31.40 per ton f. o. b San Diego.

I still believe that the Poverty Gulch and Conejos reservoir should be built immediately if we raise the La Mesa and the diverting dam. This can be made a separate system entirely. The water will come out under pressure and we can utilize four or five miles of Indian right of way which we can

Kensington Park. This will mean eventually at least one or two hundred individual taps on that wood pipe. I leave it to your judgment whether it is better to put in a cast iron or wood pipe under these conditions. This is a small matter but it is the principle of the thing that I contend for. Hager is always trying experiments. I would not object a moment to the use of the wood pipe above ground or in a soil that is not alkali providing it were kept full of water all the time but wood pipe for a distributing system is not the proper thing. If you care to have me, I will get a certified statement from the city Engineer of this city that wood pipe is impractical for a city distributing system.

Regarding the water in Guyanuca Lake: By furnishing only enough domestic water to keep the flume wet we will probably have enough to last until the rains come although that is a serious question. As the Manager of the Company Hager should have kept a tab on the quantity of water we have and on the first of last July should have cut the supply down one half. We would then have been able to give all the customers a one half supply until the first of January while now on two day's notice they are cut down to a one half supply and two days later they are notified that their total supply is cut off except for domestic purposes. This unnecessarily provokes our customers and causes resentment and criticism. As you say, it is child's play.

Very truly yours,

EE/L

can get from the Government free of charge as well as the Conejos reservoir site and the water can be put into the S Tract reservoir at an elevation of 8,900 feet and take water either from the S Tract reservoir or the diverting dam. either a wood pipe or a cement pipe (preferably cement pipe wherever practical) should be put in at the Lankersham tunnel and from there the bulk of the water should be piped right across El Cajon valley under pressure.

By the time you return, I will have detailed plans and specifications for the raising of the La Mesa dam, the diverting and for the scouring out of the diverting dam, also price at which the work can be done and will be ready to take a contract at a lump sum price if you desire.

As you know, time is getting short for raising the La Mesa and diverting dam before winter so as to take advantage of this winter's rains. I will have everything in readiness within two weeks so that you will know definitely what it will cost to a cent. When will you return? Please wire me.

Very truly yours,

EE/L

[Handwritten initials]

40

Sept 28, 1911

Mr. Jas. A. Murray,
Butte, Mont.

Dear Sir:

I am in receipt of your letter from Monterey regarding the six inch wood pipe to Kensington Park. Wood pipe may be all right for a trunk line where it is above ground but where it is for a municipal supply under ground in black, alkali soil with twenty to thirty taps for each block, I believe a man is crazy who recommends wood pipe.

Within a quarter of a mile of where Mr. Hager is recommending wood pipe, the city of San Diego, put in a 30in. wood pipe, underground - the best that could be bought - and it went to pieces as the alkali in the soil rusted out the bands to the pipe and it did nothing but leak all the time.

Enclosed herewith find letter from the Superintendent of the Water Department of the city of San Diego which is self explanatory. I would by all means put in nothing but the best standard iron pipe. A four inch pipe will serve all purposes and a six inch wood pipe will come within 25% of the cost of a four inch standard iron pipe. When we replace the El Cajon Avenue line with iron pipe the four inch pipe line under pressure will furnish all the water that country will ever need. I can buy standard iron pipe - dipped - for \$32.50 per foot. The distance from El Cajon Ave. to Kensington Park is between two and three thous

Form 2250 J

NIGHT LETTER

THE WESTERN UNION TELEGRAPH COMPANY

25,000 OFFICES IN AMERICA

CABLE SERVICE TO ALL THE WORLD

ROBERT C. GLOWRY, PRESIDENT

BELVIDERE BROOKS, GENERAL MANAGER

RECEIVER'S No.

TIME FILED

CHECK

SEND the following NIGHT LETTER subject to the terms on back hereof, which are hereby agreed to

September 30 1911

To James A. Murray
Butte Montana
Contractor laying ~~that six inch~~
pipe Murray Hill says ~~things in~~
~~the shape~~ Ditch not on grade
and in bad shape though Hager
has ordered it laid no inspector
on job two mexicans refilling trenches
and covering pipe but dirt not being
tamped under pipe properly This
means settlement of pipe when rains
come causing air pockets and
break of cement joints possible also
loss of water and expense repairing

Form 2250 J

NIGHT LETTER

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191

To #2 J A Murray
pipe should not be covered until
line built and in operation
~~that six inch pipe already covered~~
in order to detect leaks and
hold Contractor responsible
Hager put air valve wrong location
also man hole instead of blow
off at Pac Railroad crossing
Imperative twenty four inch line
be laid to Engineers grade
Contractor commences laying it
Wednesday says they will not

three thousand feet.. The entire job would cost somewhere around a thousand dollars. On receipt of this will you kindly wire me your final decision as to whether it is to be wood pipe or iron pipe.

Very truly yours,

EF/GBL

NIGHT LETTER

ALL NIGHT LETTER MESSAGES TAKEN BY THIS COMPANY ARE SUBJECT TO THE FOLLOWING TERMS WHICH ARE HEREBY AGREED TO

The Western Union Telegraph Company will receive not later than midnight NIGHT LETTERS, to be transmitted only for delivery on the morning of the next ensuing business day, at rates still lower than its standard night message rates, as follows: the standard day rate for ten words shall be charged for the transmission of fifty words or less, and one-fifth of such standard day rate for ten words shall be charged for each additional ten words or less.

To guard against mistakes or delays, the sender of a message should order it REPEATED, that is, telegraphed back to the originating office for comparison. For this, one-half the unrepeated message rate is charged in addition. Unless otherwise indicated on its face, THIS IS AN UNREPEATED MESSAGE AND PAID FOR AS SUCH, in consideration whereof it is agreed between the sender of the message and this Company as follows:

1. The Company shall not be liable for mistakes or delays in the transmission or delivery, or for non-delivery, of any UNREPEATED message, beyond the amount received for sending the same; nor for mistakes or delays in the transmission or delivery, or for non-delivery of any REPEATED message, beyond fifty times the sum received for sending the same, unless specially valued; nor in any case for delays arising from unavoidable interruption in the working of its lines; nor for errors in cipher or obscure messages.

2. In any event the Company shall not be liable for damages for any mistakes or delay in the transmission or delivery, or for the non-delivery of this message, whether caused by the negligence of its servants or otherwise, beyond the sum of FIFTY DOLLARS, at which amount this message is hereby valued, unless a greater value is stated in writing hereon at the time the message is offered to the Company for transmission, and an additional sum paid or agreed to be paid based on such value equal to one-tenth of one per cent. thereof.

3. The Company is hereby made the agent of the sender, without liability, to forward this message over the lines of any other Company when necessary to reach its destination.

4. Messages will be delivered free within one-half mile of the Company's office in towns of 5,000 population or less, and within one mile of such office in other cities or towns. Beyond these limits the Company does not undertake to make delivery, but will, without liability, at the sender's request, as his agent and at his expense, endeavor to contract for him for such delivery at a reasonable price.

5. No responsibility attaches to this Company concerning messages until the same are accepted at one of its transmitting offices, and if a message is sent to such office by one of the Company's messengers, he acts for that purpose as the agent of the sender.

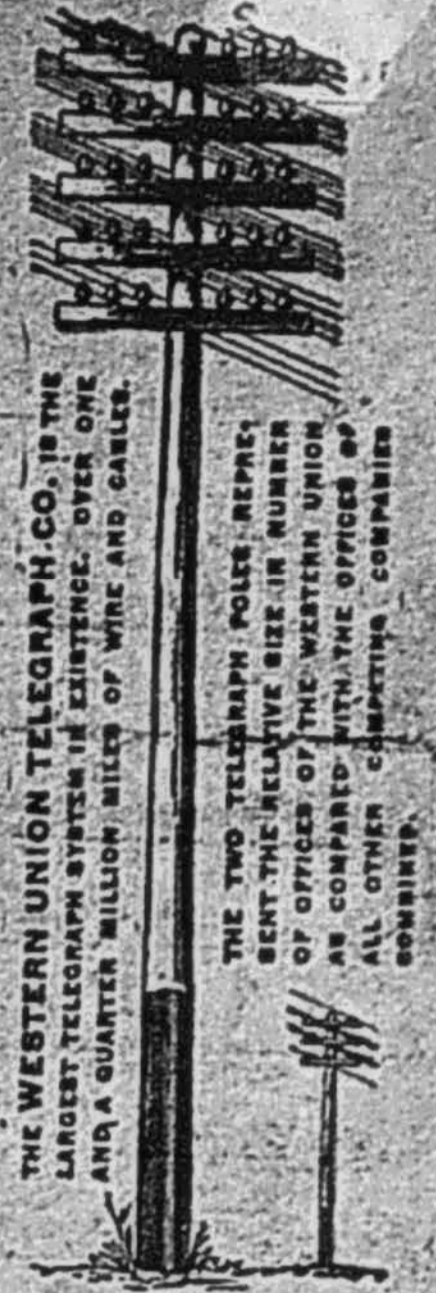
6. The Company will not be liable for damages or statutory penalties in any case where the claim is not presented in writing within sixty days after the message is filed with the Company for transmission. In further consideration of the reduced rate for this special "NIGHT LETTER" service, the following special terms are hereby agreed to:

A. NIGHT LETTERS may at the option of the Telegraph Company be mailed at destination to the addressee and the Company shall be deemed to have discharged its obligation in such cases with respect to delivery by mailing such NIGHT LETTERS at destination, postage prepaid.

B. NIGHT LETTERS shall be written in plain English. Code language is not permitted.

7. No employee of the Company is authorized to vary the foregoing.
ROBERT C. CLOWRY, PRESIDENT BELVIDERE BROOKS, GENERAL MANAGER

MONEY TRANSFERRED BY TELEGRAPH AND CABLE TO ALL THE WORLD



THE WESTERN UNION TELEGRAPH CO. IS THE LARGEST TELEGRAPH SYSTEM IN EXISTENCE, OVER ONE AND A QUARTER MILLION MILES OF WIRE AND CABLE.

THE TWO TELEGRAPH POLES REPRESENT THE RELATIVE SIZE IN NUMBER OF OFFICES OF THE WESTERN UNION AS COMPARED WITH THE OFFICES OF ALL OTHER COMPETING COMPANIES COMBINED.

WESTERN UNION TELEGRAPH COMPANY ALL COMPETING COMPANIES

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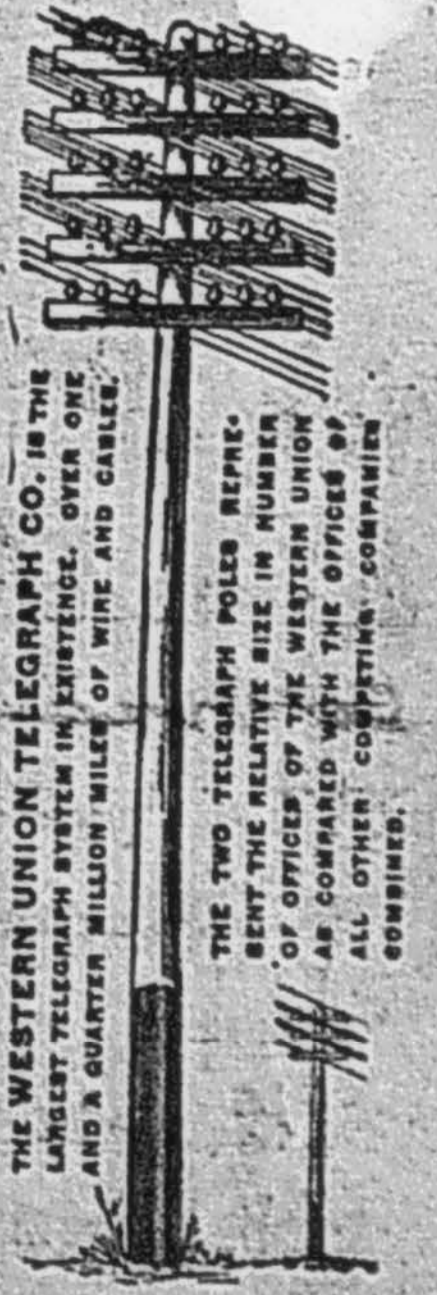
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WESTERN UNION TELEGRAPH COMPANY ALL COMPETING COMPANIES

NIGHT LETTER

THE WESTERN UNION TELEGRAPH COMPANY

25,000 OFFICES IN AMERICA INCORPORATED CABLE SERVICE TO ALL THE WORLD
 ROBERT C. CLOWRY, PRESIDENT BELVIDERE BROOKS, GENERAL MANAGER

RECEIVER'S No.

TIME FILED

CHECK

SEND the following NIGHT LETTER subject to } 191
 the terms on back hereof, which are hereby agreed to

To 3 James A. Murray

be responsible when laid and covered. It will be a full loss of money if not properly done. Hager is absolutely incompetent wire giving me authority to place Bartl in charge at salary agreeable to you. I will assume full responsibility for proper completion of the work without expense to you. ~~Had~~ I employed two engineers my expense who have reported

NIGHT LETTER

WESTERN UNION TELEGRAPH COMPANY

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 ROBERT C. CLOWRY, PRESIDENT BELVIDERE BROOKS, GENERAL MANAGER

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 the terms on back hereof, which are hereby agreed to

To 4 James A. Murray

favorably raising La Mesa and diverting Dams.

Will have full plans and details also bids for the work in two weeks.

Pay Hager his salary until March first if you think best. I will stand my part of it but get him off the work wire as usual.

A. N. L.

MONIDAH TRUST
 BUTTE, MONTANA

Butte, Montana, October 3, 1911.

Ed. Fletcher,

San Diego, California.

Dear Sir:--

I will return you both of those letters, as they are both somewhat indefinite. In your letter you say you can buy standard iron pipe for \$32.50 per foot, and the distance you say between El Cajon Avenue and Kensington Park, is something like 3000 feet. That being the case, it would cost something like a hundred thousand dollars, and again, you say that the entire job would cost some where around a thousand dollars, certainly somewhat conflicting. I am in favor of putting in cast iron pipe, and of a good weight also. There are two or three weights of cast iron pipe, and of different sizes, and I take it, it is sold by the pound, and a man pays his money and takes his choice. In conclusion will say, if four inch cast iron pipe of good weight can be put down from El Cajon Ave to Kensington resident district for a thousand or twelve hundred dollars, you go at it and have it done, and put it down in such a manner, that it will be a part of a substantial system, even if it should cost a little more. I believe it would be a very good idea to have even the cast iron pipe dipped before it is put down, as there is considerable alkali in that part of the country, I fear.

Very truly,

James A. Murray

" I think I asked you for
a copy of that Mortgage
that somebody wants canceled

TRUST MORTGAGE

Oct. 3, 1911

Mr. Jas. A. Murray,
Butte, Mont.

Dear Sir:

Enclosed herewith find clipping that may be of interest.
It has kept my nose to the grind stone the last few months but
than heaven, it is nearly over and I hope to have some financial
returns soon.

Very truly yours,

EF/L

LD

Oct. 3, 1911

Mr. Jas. A. Murray,
Butte, Mont.

Dear Sir:

I hated to butt in again and send you the telegram I did but I went out there on other business and Mr. Mayberry the Foreman for the cement pipe crew complained that the ditches were not to grade and that they would not be responsible for leaks on that account, that no inspector had been on the job, neither had Mr. Hager been there for five days and all they had was a couple of Mexicans filling the ditch; the pipe was not being tamped right and while it was not such a serious matter with the 36in pipe, I feel sure and some time it will be proven to you that the 24 in. pipe line is not big enough, therefore it is vital to have it laid on true engineer's grade. Mr. Hager has completed the 24in line by eye without even having an instrument on it. The ditch is crooked and it would be a sinful waste of money to have allowed the work to proceed. I have registered my kick and feel relieved of any responsibility.

When I wired you I was not aware that Mr. Hager had a contract with the Cement Company whereby he agrees to wover the pipe completely as soon as it is laid and in that contract also they are to be paid in full for everything within 35 days after the completion of the laying the pipe. This means Mr. Murray, that we

will have have paid them all of their money before the pipe has ever been tested, for there is no water and will be none to make a proper test until the winter rains come. With the 24in- pipe not put on grade it means a danver of air-pockets and loss of capacity. When not properly tamped it means a possible settlement owing to the nature of the ground and that means ~~and~~ a break in the joint and leaks.

I always like to be in position whereby we hold the whip handdy holding a back a certain amount of water until the pipe is proven out and O. K, but in this case, we are up against it. They are a responsible concern, however, but it will be an open question if there are leaks whether it is our fault on account of negligence or theirs on account of poor work, and if we can avoid conditions ahead of time, so much the better. There is harly enough water now to keep the flume wet.

Hager is no engineer and is absolutely unfit for the posit- ion. I will not go into details for they will only annoy and worry you more, but he is losing us money every day he stays on the job., and it is a sinful waste.

In closing, I want to say one thing more about the bad location of Murray Hill dam and thereafter forever ~~halt~~. Mr. Post's report shows that he recommended and located the dam 400 ft. below. The very sub-division of Murray Hill shows it. If you will look at the map you will see and for less money than we paid out, if it had been ~~located~~ built under Mr. Post's direction, we would

today have a dam with a capacity of 120,000,000 callons instead of 33,000,000 gallons. This is a yearly loss of 87,000,000 gallons and taking off 10% for waste and evaporation, the net amount of loss which we would save is 80,000,000 gallons. At 10¢ per thousand gallons this means a net loss of \$8,000.00 per year and at 25¢ a thousand gallons a net loss of \$20,000.00 per year.

Very truly yours,

EF/L

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Butte, Montana, October 10, 1911.

Ed Fletcher,
San Diego, California.

Dear Sir:--

I am having the Cuyamaca Water Co., incorporated under the Montana laws, as they seem to be more favorable than any others, and, am incorporating in your name and mine, as there are no other parties having any interest in it of record, (at least) at the present time, and may never have. I take it, that in case there ought to be a pipe line laid across ElCajon Valley on to the city limits, with a branch running to Lanaca and Lemon Grove, that we would have to issue \$500,000.00 worth of bonds. On a safe proposition as that would be, I believe the bonds could be placed at 4 per cent, and do not believe there would be any difficulty in the plants earning capacity ~~paying~~ being equal to fixed charges. any way, however, we will discuss that later on. You will sign the incorporating papers on the line between my name and Chapman's, and acknowledge it before a Notary on the California jurat, and return to me. Any suggestions you have to make in relation to the by-laws, do so. We will have the by-laws struck off, but can have them changed after submitting them to you.

Very truly,

James Murray

over

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Oct. 18, 1911

Mr. Jas A. Murray,
Butte, Mont.

Dear Sir:

I have just returned from a hurried trip to San Francisco and find your articles of incorporation. This trip accounts for the delay. I have taken the liberty of eliminating the name of Ben Hager from the articles of incorporation for I would never directly or indirectly be connected with Ben Hager if I knew it.

When it comes to deeding the property later on, to the Cuyamaca Water Company, I am sure you and I can get together on some agreement mutually satisfactory so that I will not be put in position to be assessed out of my boots and take the chance of losing all of my interest by being a minority stock holder. I know this will not happen while you are alive.

With kind personal regards, ~~be, reverently yours,~~

Very truly yours,

EF/L

Sign & return as soon

as possible as it will
take a few months

to complete anyway
As much red tape

M

I am having the documents prepared as I
see there ought to be a fine line between the
city limits, with a special provision to be made
to be placed at 4 per cent, and do not believe there would be
difficulty in the plants earning capacity xxxxxx being equal to
fixed charges, any way, however, we will discuss that later.
You will sign the incorporating papers on the fine between
name and Chapman's, and acknowledge it before a Notary on the
California form, and return to me. Any suggestions you have
to make in relation to the by-laws, do so. We will have the
by-laws struck off, but had have them typed after approval
from you.

Very truly,
[Signature]

MONDAY TRUST
SOUTHERN BANK

Jan 15, 1911

[Faint, mostly illegible text on the right page]

NIGHT LETTER

THE WESTERN UNION TELEGRAPH COMPANY

25,000 OFFICES IN AMERICA

INCORPORATED

CABLE SERVICE TO ALL THE WORLD

ROBERT C. CLOWRY, PRESIDENT

BELVIDERE BROOKS, GENERAL MANAGER

RECEIVER'S No.

TIME FILED

CHECK

SEND the following NIGHT LETTER subject to the terms on back hereof which are hereby agreed to.

James A. Murray,
Ranier Grand Hotel,
Seattle, Wash.

Conrad wrote Hager to come to Montana. He started yesterday leaving everything in rotten shape here. No water in Cuyamaca lake and no one in El Cajon Valley from Lakeside to Grossmont has had water since October first. Between two and three thousand feet of twenty-four inch pipe line above or level ~~xxx~~ with surface of ground. Copy your letter to Hager received. Can prove every statement I have heretofore made. Murray Hill dam and pipe line cost thirty eight thousand ~~xxxx~~ and the job is a joke. Over four thousand dollars Hager spent tarring flume absolutely wasted. Mathews and I begged Hager last July to cut water from Cuyamaca Lake from full to half supply. This would have saved the crops. Flume drying up badly. Condition serious.

Please come here immediately. Am sending photographs and letter by tonight's mail. Wire what day you will arrive here.

ED Fletcher.

Dr. to The Western Union Telegraph Co.

For Message to _____ by _____ dated _____ 191

No. of Words _____ Rate _____ Amount \$ _____

(Sgd.)

SENDER

Oct. 18, 1911

Mr. James A. Murray,

Butte, Mont.

Dear Sir:

I can not understand why you allow Mr. Hager to continue the management of the Cuyamaca Water Company. Owing to his mismanagement, we stand a chance of many damage suits. There will be a hundred thousand dollars damage to the fruit crop alone this season on account of no water for the lemon trees during the months of Oct. and November, the two most important months of the year as it takes eight months of the year for the fruit to grow and it is the summer lemons that count. The trees blossom very heavily in Oct. and November and must have water or the blossoms drop off. The orange crop matures in December and October and November are the most important months. Mr. Mathews and I spoke time and again to Mr. Hager last July regarding the shortage of water in the lake and begged him to cut it down of a half supply so that they could have water in October and November but he would pay no attention to us.

We spent five thousand dollars in tarring that flume and it is money practically wasted as he has let the flume go dry too long and in many places large seams have opened. His next move is to throw dirt into the flume along the line wherever the cracks were with the result that all the dirt and sediment is filling up

-2- J A M

the low places in the 36in. pipe. I simply had to force him to put in 6in. boards every six hundred feet to hold back the water. There is only 9ft. of water in the lake and that is not enough water to last through until January to keep the flume wet. Hager does not understand local conditions here and he is too much of a Kutt to listen to anyone else.

Regarding the pipe line: As you know, the pipe company has notified us that the ditch is not in line or grade and we can not hold them responsible in case of any leaks as Hager has not put in the pipe line any where near to grade but has done everything by eye. He has actually ordered and allowed them to lay 150 ft. of the 24in pipe above ground, sever thousand feet of it is from three to nine inches deep so that any plow will strike it.

He has not as yet gotten any rights of way w either from Healion or anyone else and I know it is only a question of time when we are going to get into trouble on that account. The plans and specifications call for concrete piers across one gully. He has allowed the Company to waive that and has filled in with soft dirt the three foot fill. You can imagine what that means later on. But that is not the worst of it. - The 24in pipe at the lowest point is 45 ft. below the dam. Let one break come in that pipe and what happens! ? Think of the pressure - Murray Hill dam full of water, and before we know it the Murray hill dam will be empty, the Cuyamaca railroad is liable to be washed out and any amount of damage and accident is liable to occur, particularly if the railroad runs into it in the

-3- J. A. M.

night. Hager has made us the laughing stock of the whole community and before he gets through with it, he is going to get us into serious trouble.

I feel today more worry over the situation than anything that has every come up in my life. First for the simple reason that I can not convince you of Hager's incompetency and second on account of the suffering and loss of others and the possibility of accidents owing to Hager's damn fool judgment.

For the love of heave, either come back here at once or wire me the authority to discharge Hager. I can not go into details for his errors are too numerous to mention. Inclosed herewith find a report from Mr. Bartl that may be of interest.

I never was so sure in my life as I am today, that this property is worth two million dollars if properly developed. Things have developed since you left which when I explain to you in person you will agree in my opinion I am sure.

I have had both Mr. Bost and Mr Bartl at the diverting dam and they only advise raising it five feet at a cost of not to exceed four or five thousand dollars. This includes the repairing of the damage done by the undermining of the diverting dam already in. They have discovered it should be repaired immediately otherwise the diverting dam is liable to go out as the foundation has been undermined by scouring and has weakened the structure. As stated before, this can all be fixed at an expense of not to exceed four or five thousand dollars including raising the dam five feet. There is

-4- J. A. M.

not enough water in Cuyamaca lake to even keep the flume wet until the first of January unless we have very early rains which would be unusual.

Messrs. Post and Bartl recommend that a small temporary pumping plant be installed immediately at the diverting dam and the water used from the pumping plant to sluice out the sand and gravel to two or three feet below the in-take of the flume. In this way the enlargement of the diverting dam by sluicing out the silt, can be accomplished very much cheaper than by putting in a pipe line from the flume and washing it out by hydraulic pressure as it would have to go over a mile and a half with a pipe line in order to secure this pressure. A pumping plant should be put into the diverting dam if for no other reason than it can pump enough water into the flume to keep it wet when the water from Cuyamaca Lake gives out.

Unless you are going to come to San Diego within the next two weeks, I want to bring to you the plan and specifications also a lump sum bid for the cost of raising the diverting dam as well as the La Mesa dam so that we can get quick action in this matter.

I know you are terribly annoyed by these letters but for the love of heaven give me a chance to take charge of this development and I will guarantee to make good and relieve you of the annoyances you have been troubled with.

FE/L

Very truly yours,



Oct 26, 1911

Mr. James A. Murray,
Ranier Grand Hotel,
Seattle, Wash.

Dear Sir:

On my return from Sacramento, I find a copy of your letter to Mr. Hager. In the first place, there has been no friction between Mr. Hager and myself and I do not consider him in my class for a minute and what I have been trying all this time to do is to save us both money and get rid of a damned fool but you have been unable to see things in their true light before this. All I ask of you is to come to San Diego immediately and see things for yourself.

The following are facts which a personal examination will prove. In many places the 24in. pipe line is from six inches to three feet above the ground on a fill of soft dry dirt. Mr Hager has allowed the contractor to put in the pipe line any old way and the specifications have not been lived up to whatever except in the matter of the size of the pipe.

The plans and specifications called for concrete pillars and a 20ft. span. He has put in a soft dirt fill with a 24in. culvert I believe. As the entire overflow of the end of the flume of five or six hundred inches will

-2-

have to go through this ~~xi~~ culvert, the whole thing will be washed out in a hour whenever the flume over flows. There are three or four water courses where the pipe lines is from one to three feet above the ground on soft dirt and the support to the pipe will be immediately washed out.

I did not see one foot of the pipe line low enough down but ~~ix~~ what any plow would strike it for the entire distance through the fields. The pipe line should have been put down in the valley along the railroad track instead of up and down along the side hills.

You will remember Mr. Hager said he had built the tunnel large enough so that there could be laid both a 24in and a 20in. pipe line through the tunnel whenever necessary. This is laughable as the tunnel is so crooked and the pipe is laid so crooked that there is hardly room for one pipe line and we have already put nearly two thousanddollars into the tunnel.

No rights of way have been secured whatever. There is no water in the lake and even Mr. Ruis the foreman in charge of the flume admitted today that over one half of our money spent in fixing up the flume is already gone and unless the rains come immediately which is improbable, all the money will have been wasted. There is no water even for domestic purposes for anyone between Lakeside and Crossmont.

In closing I wish to say that every day you stay away from San Diego our interests are vitally affected and particularly

-3-

those poor cusses that own ~~x~~ water under our system and are not in position to help themselves. If we get out of this mess without a suit for damages on the basis of criminal carelessness, mismanagement and negligence, we will be lucky.

Please wire me when you will be in LAs Angeles an I want to meet you there and have you see the Reinforced Concrete Pipe people with me.

Very truly yours,

P. S.

If you are not going to commence the developments we talked of just before you left and if you are going to keep Mr. Hager on the job, you can not get rid of me any too quick and I will take for my interest what I got from the San Diego flume Company, the actual cash I have put in. You can pay me interest on the money I have had in there or not just as you see fit and you may deduct the two notes I owe you and pay me the balance. On the other hand if you have confidence enough in me and desire to go ahead with the development of this system, I can make the property pay us a profit of six or seven for one in the next five years. It is the biggest thing as a money maker that lies out doors in San Diego county.

EF

THE RAINIER-GRAND HOTEL

WILSON & WHITE HOTEL CO.
CHAS. PERRY, MGR.
SEATTLE

October 28, 1911.

Ed Fletcher, Esq.,
San Diego, Cal.,

Dear Sir:-

I received your telegram this morning; Mr. Hager reached here also on his way to Montana. He spoke to me about the gate of the diverting dam being destroyed and I merely remarked that I presumed it could be fixed up by the parties who damaged it.

He spoke to me about several things also but it is unnecessary to comment on them until I am on the ground myself.

When I left Butte I intended to go on to San Diego but now have to return to Montana in a few days and do not know when I can go south. In the meantime, don't you think this would be a good time to clean out the diverting dam?

As to raising the dam, - that can be done any time and will be ^{Raised} of course, but may be it is best to let it stand until I get there and then we will have both dams raised. But will you see what you can get the diverting dam cleaned out for and let me know as soon as possible. I don't know what method is best to clean it out, but you can use your own judgment in relation to that.

A letter will reach me at Butte any time after this, for a few weeks.

Yours truly,

James A. Murray

No. _____ FILED _____ M.
CHECK:

FORM 17. W.
POSTAL PACIFIC TELEGRAPH-CABLE COMPANY.

JOHN W. MACKAY, President.
W. C. VAN HORN, Vice-President.

CHAS. R. HOSMER, General Manager.
L. W. STORROR, Superintendent.

SEND THE FOLLOWING MESSAGE, WITHOUT REPEATING, SUBJECT TO THE CONDITIONS PRINTED ON THE BACK HEREOF, WHICH ARE HEREBY AGREED TO.

To James A. Murray, 46

Your letter October twenty eighth just received. With your consent Mr. Bartl and I will come to Butte next week with detailed information, plans, estimates and bid for your inspection and approval. Prompt action absolutely necessary or back country under our system will get black eye which will take years to overcome unless extraordinary rains this winter. Please wire answer giving your consent and time arrival at Butte.

Ed Fletcher.

Form 2289

NIGHT LETTER
THE WESTERN UNION TELEGRAPH COMPANY

25,000 OFFICES IN AMERICA INCORPORATED
ROBERT C. CLOWRY, PRESIDENT CABLE SERVICE TO ALL THE WORLD
BELVIDERE BROOKS, GENERAL MANAGER

RECEIVER'S No.

TIME FILED

CHECK

SEND the following NIGHT LETTER subject to the terms on back hereof which are hereby agreed to

James A. Murray,

Hager claims he has not been notified by you of new work at diverting dam and threatens to stay there himself with a shotgun if water is interfered with. I have two cars of cement there and camp established. Will commence actual construction next week. Wire ~~me~~ me confirming arrangement at Butte and I will see that Hager keeps away. Every day's delay serious and costly. Answer quick!

Ed Fletcher

40
Oct. 31, 1911

Mr. Jas. A. Murray,

Ranier Grand Hotel,

Seattle, Wash.

Dear Sir:

Enclosed herewith find statement of Mr. Mathews showing the cost of the dam as nearly as we can make it out at this time. Before we get through with it, it looks to me as if it will be in pretty close to forty thousand dollars with the changes that will have to be made.

I expect to go east for a couple of weeks and am anxious that you come here first. I have the situation well in hand so that you consider the early developments that we talked of.

It is important that you let me know whether you will or will not come to San Diego within the next ten days. Will you not please wire me at my expense on receipt of this letter when you will be here.

Very truly yours,

EF/L

Form 5

FEDERAL TELEGRAPH COMPANY

TELEGRAM

E. W. HOPKINS, VICE-PRES.

BEACH THOMPSON, PRES.

H. P. VEEDER, SECY. & TREAS.

RECEIVER'S NO.

TIME FILED

CHECK

Send the following message, subject to the terms and conditions printed on the back hereof, which are hereby agreed to.

James A. Murray,

Ranier Grand Hotel, Seattle, Wash.

Can you not come here if only for a day. Consider it imperative. Otherwise desire coming to you. Have all plans ready for development of system to submit to you. Every day precious otherwise a whole year will be lost as far as additional water supply is concerned. Please wire answer when can be here or where can meet you if you desire me to come.

Ed Fletcher.

FOR MESSENGER CALL { HOME 3517
MAIN 173

THE RAINIER-GRAND HOTEL

WILSON & WHITE HOTEL CO.
CHAS. PERRY, MGR.
SEATTLE

November 1, 1911.

Mr. Ed Fletcher,
San Diego, Cal.,

Dear Sir:-

replying to your telegram will say, - you use the word "imperative." That is a very severe word. I don't see anything imperative at the present time other than it is imperative that we have plenty of rain and as I take it that you do not control the elements we will have to pass that up.

Outside of cleaning out the diverting dam, any improvements that should be made can be made at any time in the future.

If the Cuymaca resevoir is full next Spring we can take care of all applicants. It seems to me that you become very optimistic at times. Don't care to accuse you of drinking or anything of the kind, but like many others you have your ups and downs.

So far as your coming to see me, - I would not advise that as I go back to Montana in a day or two and a resident of San Diego might become chilled in that climate. As to my visiting the South, - will do so as soon as possible; when that will be I cannot say.

Yours truly,

Nov 9, 1911

Mr. James A. Murray,
Butte, Mont.

Dear Sir:

I received your letter from Seattle and as I have to go east to Chicago, my present intention is to go via Butte, Mont. If you can stand that climate, I think I can for a day or two even if it is chilly.

I was not aware until the present investigation of Mr. Bartl that the diverting dam has been undermined very seriously and needs repairing badly at the base of the cut off wall. In addition both Mr. Bartl and Mr. Alverson, a competent engineer who has lived here for thirty years and who is in our employ in the matter of the development of the Warner's and Pamo water systems, have recommended the repairing of the present footings of the diverting dam and the raising of same five feet. This work must be done and completed before the first of February otherwise it can not be done until another summer. I would like to have you authorize this work when I get to Butte next week.

The flume is going to pieces ~~so~~ badly as there has been no water in it since about the tenth of October. We are being damaged thousands of dollars by Mr. Hager's management on the flume alone.

I am leaving things here so that by sending a telegram from Butte, Mont. the work can be started in cleaning out the diverting dam and raising it five feet, also the installation of a

-2-

small pumping plant at the diverting dam to as to pump water in the flume and get enough going down the flume to keep it from falling to pieces. The pumping plant will help to save the flume at the present time and can be utilized later on in cleaning out the diverting dam.

I have had Mr. Alverson survey the Murray hill pipe line and have a written report from him showing the frightful waste of money by Mr. Hager and in addition the survey shows over one mile of the 24in pipe line to be above the surface of the natural ground. The company that laid the cement pipe has the best of us in many ways to the extent of hundreds of dollars by twirling Hager around their thumbs and getting his consent to change the specifications to our detriment.

I closed a contract with the Kensington Park people through Me. Davidson whereby we are to put in a six inch cast iron pipe good for fifty years, they will put in a complete water system through Kensington Park with four inch mains and two inch laterals of standard iron pipe dipped, good for twenty years and turn the entire system over to us free of charge. In addition the Kensington Park people are to put in the pipe line to the property line and furnish material all without expense to you and we to charge 25¢ per M, gallons for the water. This is a better proposition than I had hoped to get and certainly it beats the wooden pipe all to pieces as our total outlay would be not to exceed a thousand dollars.

I had intended to build at least one house on Murray Hill

-3- H. A. M

this fall and put the Murray Hill property on the market but without a drop of water even for domestic purposes at the present time, it is foolish to develop Murray Hill property at the present time until conditions change. However, I am fixing up the boulevard including the curbing and surfacing with disintegrated granite and have also made arrangements with Crier and Taylor to sell the property and intend to start one or two houses after the first rains ~~in~~ so that about the first of February we will push the Murray Hill Subdivision.

On receipt of this letter please wire me where you will be from Wednesday to Saturday of this coming week.

Very truly yours,

FF/L

80

Butte, Montana, November 13, 1911.

Ed Fletcher,
San Diego, Calif.

Dear Sir:--

Have a deed executed from yourself and wife, and James A. Murray and Mary H. Murray, of Monterey, California to the Guyanaca Water Co., of all the property purchased by yourself and Murray from the San Diego Flume Co., Send to me here at once by mail.

Very truly,

James A. Murray

I will let you know before I go south

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Nov, 16, 1911

Mr. Jas. A. Murray,

Butte, Mont.

Dear Sir:

I am in receipt of yours of November 13th asking that deeds be drawn up to the Guyanaca Water Company, executed and sent to you without explanation as to your plans. I have every confidence in you in the world and am willing to ~~for~~ follow you blindly although it is certainly unusual, and if I were doing business with some people instead of with you, I would be taking desperate chances by going into a corporation as a minority stock holder for one or two assessments could put me out of business forever. I will not go into any corporation in which Mr Hager will have an interest of any kind or description or in the employ of the water company.

I have had actual surveys made of the Murray Hill pipe line to Eucalyptus reservoir by Mr. Alverson, one of our most competent engineers. I have the plan and profile made by Mr. Sacket showing where the pipe line should have gone, also a tracing on the same map made by Mr. Alverson showing where the pipe line actually is and over one half of the entire pipe line from Murray Hill to Eucalyptus dam is at a level or above the surface of the natural ground.

-2-

I have a written report from Mr. Alverson showing the abortion which Hager and Sacket have handed to us. Hager is throwing away our good money trying to build a trench of dirt over the top of the pipe so as to make it look as good as possible.

The whole country is aroused over his incompetency and poor judgment as the El Cajon Valley today, I can prove is damaged fifty to one hundred thousand dollars at least by his not reducing the water supply to one half in July as Mr. Mathews and I asked him to instead of giving a full supply to the 23rd of Sept and then let the flume go dry. We have lost three or four thousand dollars on the flume alone as the reports of Mr. Alverson and Mr. Bartl will show.

I will be in Butte this coming week and will have with me a deed to individually of my interest in the San Diego Flume Co and I am perfectly willing to have all the stock of the Cuyamaca Water Co except one share in your name. All I want from you is a paper acknowledging the trust and an agreement that you will handle my stock as your own and will advance moneys for any assessments and will take the money advanced out of the proceeds of the sale of my stock or dividends, any balance coming thereafter to me. I will give you the right to sell my stock at any price you shall sell your stock and whenever you please.

Enclosed find blank deed from you and your wife to the Cuyamaca Water Company for all of the property from the San Diego Flume Company also ~~my~~ blank agreement between us which I hope will be ~~my~~ satisfactory. As I shall have executed a deed to you of all

-3-

my interest in the San Diego Flume Company so you can deed all the property to the Cuyamaca Water Company.

Four or five of the business men of San Diego have asked me to get a year's option from you and myself on the property of the San Diego Flume Company, the intention being to put up a reasonable amount say \$25,000.00 to show good faith and when the option is secured they will offer to turn it over to the city at just what it cost ~~me~~ them.

I will talk this matter over with you when I see you.

Very truly yours,

Nov 17, 1911.

Mr. Jas. A. Murray,
Butte, Mont.

Dear Sir:

Enclosed herewith find letter from the Chamber of Commerce which action on the part of the Chamber of Commerce certainly surprises me. It seems that some of the people of El Cajon have appeared before the Board of Directors of the Chamber of Commerce and have made complaints of mismanagement. A committee of five people have been appointed and have me to meet them this afternoon to go over the situation.

I have no idea what, if any action the Chamber of Commerce will take but I shall certainly do all I can to stop any adverse action as it is detrimental to the city and the harm has already been done.

Very truly yours,

EF/L

Nov 20, 1911

Mr. James A. Murray,
Butte, Mont.

Dear Sir:

Enclosed herewith find clipping from the La Mesa Scout criticising the Guymaca Water Company. This suggests that the Company be thrown into insolvency. I do not believe this can be done but it simply shows the feelings of the people.

I am enclosing clipping also, from the El Cajon Valley News in which the management of the same is criticized. I would suggest that you read both of these clippings.

I leave tomorrow for Butte and will be there no later than the 26th which is Sunday but in all probability I will be there by the 24th or 25th. I am just in receipt of your letter saying you will be there until the 26th.

The San Diego Chamber of Commerce committee called on me in the matter of the water situation and I referred them to you direct.

Very truly yours,

EF /L

Nov 20, 1911

Mr. James A. Murray,
Butte Mont,

Dear Sir:

Enclosed herewith find deed to the Cuyamaca Water Company covering all the property secured from the San Diego Flume Company. I have had executed a deed which I am bringing with me to you signed by my wife and myself covering my interest in the property purchased from the San Diego Flume Company.

Am leaving tomorrow, Tuesday for Los Angeles and will be in Butte on Saturday, possibly Friday.

Very truly yours,

EF/L

Dec. 13, 1911

Mr. James, A. Murray,
Monterey, Calif

Dear Sir:

I am in receipt of your telegram of even date and contents noted. There is no need of your hurrying to San Diego as everything is going all right. What I do wish is that you would send me a check for \$5,000.00, otherwise, I will have to borrow more money from the bank and I have already borrowed \$13,000.

The pipe for Kensington Park is here and must be paid for to take advantage of the discount. A number of other bills must also be paid for.

The work at the diverting dam is being pushed as rapidly as possible. There are a hundred tons of cement alone to be hauled twenty-five miles so you can realize that it is quite an undertaking to get the material up there; but ^{if} everything goes right we will have the work completed in sixty days. I would appreciate it if you would send me a check by return mail.

I had a fine trip east and came back more firmly convinced than ever of the possibilities of San Diego County.

Very truly yours,

EF/L

Dec. 14, 1911

Mr. Jas. A. Murray,
Monterey, Calif

Dear Sir:

In the matter of the \$9,000.00 contract which you have given me for the raising of the diverting dam five feet and the cleaning out of same as per plans and specifications of Mr. Bartl will say the work is progressing favorable and I am sure you will be satisfied with the improvement after it is completed.

We have established a camp, have several hundred x barrels of cement already at the dam and will commence the concrete work inside of a week. We are first filling in under the foundation of the diverting dam itself which has been badly gauged out and it would have been only a question of time when the dam would have gone out in case this repair had not been made at an early date.

I wish you would wire me what day you expect to be here so that I can make my plans accordingly. There is no need of your hurrying to get here as everything is going along satisfactorily. I anticipate no further trouble with Mr. Hager.

By the way, while I have not asked the bank for more money, My understanding is they will only loan 10% of their capital stock to an individual or a company which is \$15,000. as a maximum. For that reason I hate to ask them for any more money for fear of being turned down and would appreciate a check for \$5,000. from you as we need it.

Very truly yours,

San Diego, Calif

Dec 20th 1911

Mr. James A. Murray,
San Diego, Calif

Dear Sir:

In case you desire to purchase my one-sixth interest in the stock of the San Diego Flume Company for the sum of \$30,000.00, I will sell you same at any time within thirty days from date.

Very truly yours,

EF/L

Dec. 21, 1911

Mr. James A. Murray,

San Diego, Calif

Dear Sir:

If you will put up the money for the Cuyamaca Water Company with which to pay the Poverty Gulch dam site, I agree to buy it at the lowest possible price and to turn the property in to the Cuyamaca Water Company at actual cost without commission. And providing you later on decide not to build a dam at Poverty Gulch, I agree to take the property off your hands at what it cost on sixty day's notice in writing and accept a deed to the property.

Very truly yours,

EF/L

Dec 26, 1911

Mr. James A. Murray,

Monterey, Calif

Dear Sir:

Enclosed herewith find clipping that may be of interest pertaining to the development of water and the forming of an irrigation district in our section also an editorial that may be of interest. I am glad in a way that they are getting together because it will mean only good for us eventually. In the meantime, however, I think our friend Sacket and Heallion and possible Hager are more or less being the proposition but I have not been able to directly connect them with it as yet. However, as stated before, I am glad of it and it will rebound to our benefit.

I have been out to the Diverting dam; they are getting along nicely but it has been so awfully cold there that it has held back the work to a great extent for an hour or so in the morning. Every night the concrete freezes. After talking the matter over with Bartl I have about decided to place the rock at the base of the diverting dam so that a good concrete face can be made and as a cushion there will be considerable water there on which the river water can fall as it comes over the spillway. I am sure and Bartl is going to fix the proposition up in good shape it will satisfy you.

Enclosed herewith find letter from John Cole which is self explanatory also enclosed herewith find map of El Cajon Heights which what you asked for.

Yours very truly,

EF/L

40

Dec 28, 1911

Mr. James A. Murray,

Monterey, Calif

My dear Mr. Murray:

Enclosed herewith find report of Mr. Bartl on the Murray Hill reservoir and pipe line which is self-explanatory. The situation is this:

I am satisfied that Hager is simply throwing us down and making no improvements. In other words he is sulking and as you realize, it will only be a short time when the water will be here and the balance of the work on Murray Hill should be done along the lines as suggested by Mr. Bartl and immediately. Mr. Bartl came down on Christmas day and spent the day so I asked him to go over the whole situation and report. Understand that you do not want me to butt into this proposition but as a protection to your own interest as mine, I feel that Hager should be relieved from this work and that it be completed properly. It will cost at least two thousand dollars to complete the work and have everything ready for the water. Time means everything to us right now and I would like to have instructions from you ordering me to put this Murray Hill Pipe line and reservoir in shape and I will see that it is done satisfactorily to Mr. Bartl. Mr. Bartl made this report at my request. You can see by his report that conditions are not right., What Hager has been doing the last sixty days, is more than I know. Please let me hear from you on the

subject and if you decide to let me put Murray Hill reservoir and pipe line in shape to protect our interests, kindly notify Mr.

Hager that you have turned this matter over to me.

Yours very truly,

EF/L

Dec 28, 1911

Mr. James A. Murray,

Monterey, Calif

Dear Sir:

You told me the rights of way from Mr. Heallion for the pipe line from Murray Hill to Eucalyptus dam had been secured. Such is not the case and we have nothing of record from Mr. Heallion. I am satisfied that we will get nothing from our friend Heallion until we sign the agreement recognizing his right to 149 inches of water right and I am also satisfied that Hager is standing in with Mr. Heallion in this matter of rights of way. As Manager of the company, he has certainly been direct in his duty. I would suggest that you notify Mr. Hager at once to demand from Mr. Heallion a letter giving the right of way.

Very truly yours,

EF/L

Dec 28, 1911

Mr. Jas. A. Murray,
Monterey, Calif

My dear Mr. Murray:

I am in receipt of your letter of the 26th and contents noted. The repairing of the gates as far as possible was completed last week Saturday and whatever flow of water there is is now going into the Flume and has been since that date. I have notified Mr. Hager as per your request.

Very truly yours,

EF/L

Dec 29th 1911

Mr. James A. Murray,
Monterey, Calif

Dear Sir:

Mr. Harriet is our foreman of the pipe system, has all the tools and is the one man that should put in the Kensington Park pipe line and see that it is well done. I instructed Mr. Harriet to do this work and he informed me that Mr. Hager had told me that the work was to be done by Mr. Fletcher and that the Cayamaca Water Company would have nothing to do with it even to the matter of furnishing tools or anything else. Harriet rang me up and told me he did not know what to do and as Hager's attitude was such, I told Harriet to let the matter rest as you would be here in a few days. You realize that it would be foolish for you to go out and buy tools necessary to lay the pipe line or to allow any excepting our foreman to tap our water system and when you were here, I am under the impression that I told you I wanted Mr. Harriet to lay the line. There is no rush about it until you come back but it is certainly very annoying to have Mr. Hager butting into this proposition.

Very truly yours,

EF/L

B

Dec 29, 1911

Mr. James A. Murray,
Monterey, Calif

Dear Sir:

Enclosed herewith find letter from Mr. Mathews which is self-explanatory. What right Hager has to give to Sacket all of Mr. Post's reports and maps is more than I know. I do know they are working against us this very minute and sooner or later we are going to have trouble. Mr. Heallion has been in here three times the last two days demanding that I sign those papers and get you to sign in the matter of 150 inches of water right. I am satisfied that bunch is attempting to work up a feeling against us in the valley and throw us into the hands of a ~~xx~~ receiver. I have heard from five or six different people already that this is what some of them are trying to do. I write this letter simply as a warning, for I intuitively know that Hager, Sacket and Heallion are trying to put up a job on us. I would suggest that on receipt of this, you wire Hager ordering him to have Sacket return all maps, reports etc taken out of our office without either your or my consent.

Very truly yours,

EH/L

Conrad

Butte, Montana, October 21, 1911.

Ed Hager,
San Diego, Calif.

EH

Dear Sir:

I just received a letter from San Diego setting forth your many short comings. If one-half of these are true you certainly need a nurse or gaudian, however, I cannot believe that one-half of them are true, if any of them are true you certainly are not the man for the position you occupy.

I understand, first, that you are furnishing so much water now, there will not be any water during the month of November, unless we have rains. I grasp from the communication that the laying of the pipe from Murray Hill to the Eucalyptus reservoir, i. e. that it is laid practically on top of the ground for some distance. That in crossing the gulch before entering the tunnel, that in place of resting on cement pillars, that it is merely filled in with dirt and the pipe laid thereon, that might be all right for the present, or if the flume were to be demolished and no water pass down that gulch, but as the flume is not to be demolished at present, and will not be at any future time if I know any thing about it, if true I should consider this bad work. I also understand that you have not secured a right of way over some of the land upon which the pipe is laid. I am very busy at the present time and very much

annoyed over such conditions of affairs. However, I hope they are not true in whole or in part. I understand that there is some friction between you and other parties in San Diego, therefore, I take every thing with a grain of salt, but as soon as I reach San Diego, I will satisfy myself in regard to existing conditions.

I hope you are conserving as much water as possible, so that the consumers will have some water during the month of November, as it is to be hoped we will have some rain by that time. However, I am not foolish enough to think you can manufacture water, but may be able to use your judgment in the distribution of what we have.

Very truly,

This is a copy of letter of M. W. Hager to Mr. Hager, (etc. etc. please study) of Dept. of what I hear is a mitigation of some there must be a change

As possible will run M. down soon

Nov 14, 1911

Mr. James A. Murray,

Butte, Montana,

Dear Sir

Mr. Fletcher was informed that I have destroyed the waste gate at the Diverting Dam and let the water out.

I beg to state the facts which are as follows:

When you were here the last time, it was suggested, for me to look into the advisability to raise and improve the La Mesa and diverting dams. I have taken the necessary measurement and notes at each place and reported as requested. On the 26th of October I went to the Diverting Dam - In investigating the wheel, of the waste gate, which would have to be remodeled in case of raising the dam, or in case of cleaningbut, would have had to be opened. I found the screw threads of the wheel rod gummed up and it looked as if it were not opened for years.

Knowing from measurements that there was from six to seven feet of silt and mud over it and believing it in good order, I tried to open it but failed. With the assistance of Mr. Nelson, Mr. Fletcher's auto man, we succeeded in starting it; we had turned it about one revolution when I asked Mr. Nelson to bring some of his machine oil. While we were oiling it, the mud broke loose and commenced to flow through the waste. We opened it a little more to see what refuse would come out. After a minute or so, we tried to close it but could not do so without a leakage. It was opened and closed again but the leak could not be stopped. This proved that the gate was out of order and had been temporarily patched up the last time it was opened. The Flume walker, who left the place the same day, being discharged, said, that the gate was not opened for five years to his knowledge and that there was a leakage always which was stopped by him by crawling into the waste way from the outside and plugging it with wooden wedges. The water on the inside of the Dam was 10' 1 1/2 below the top of the wall and within a half inch level

with the bottom of the flume. There was no water in the Cuyamaca Reservoir and none to be escaped until the rainy season, so there was no damage done and no material loss of water, therefore I consider the reporting as a blackmail to hurt my feelings. Shortly the leak was stopped by throwing a little dirt on the inside towards the gate.

Respectfully submitted,

Nov 14, 1911

Mr. James A. Murray,

Butte, Montana,

Dear Sir

Mr. Fletcher was informed that I have destroyed the waste gate at the Diverting Dam and let the water out.

I beg to state the facts which are as follows:

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with the bottom of the flume. There was no water in the Cuyamaca Reservoir and none to be escaped until the rainy season, so there was no damage done and no material loss of water, therefore I consider the reporting as a blackmail to hurt my feelings. Shortly the leak was stopped by throwing a little dirt on the inside towards the gate.

Respectfully submitted,

R

Nov 16, 1911

Mr. Jas. A. Murray,
Butte, Mont,

Dear Sir -

There have been several rumors and coming from Mr. Davidson and Purcell that you are still interested in building the Purcell railroad and that you would put money into the proposition. As a last forlorn hope, I am attempting to do something with other people but I do not know whether anything will come of it or not but I do not want to be butting in to any proposition that you are trying to put through. If I am, let me know and I will stop. Anything to get the railroad built is the way I feel at the present time.

Very truly yours,

EF/L

Ed Fletcher Papers

1870-1955

MSS.81

Box: 19 Folder: 3

General Correspondence - Murray, James A - 1911



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