

August 1, 1925.

Mr. Ira C. Robinson,  
Spring Valley, Calif.

My dear Mr. Robinson:

Enclosed find tentative basic agreement which, in my opinion, is the best we can get out of the city, of course, assuming that the contract will be drawn fairly, protecting all parties in interest as to details.

Even if the district directors do not approve it, it may be the wisest course to pursue to submit it to a vote of the electors of the district for their approval or rejection - if the city is ready to go ahead on this plan.

Think it over.

Yours very truly,

EF:KLM

La Mesa, Calif., Jan. 12th. 1928.

Col. Ed. Fletcher,  
San Diego, Calif.

Dear Sir:

Yours of Jan. 11th. 1928 at hand. I will be frank as to my opinion. I do think it would be better for the District if you did not take a public part, but acted as a secret go-between or adjuster for both sides.

I feel the time has come when we must compromise or lose what we have gained, as the people are becoming dissatisfied with high taxes and attorney's fees.

If the City refuses to buy Mission Gorge No. 3, what obligations did the District assume in order to protect your interest? As it was before I assumed office.

I agree with you in regard to Murray Dam, but some of the other Directors think we should not give it up. But San Diego should have it by all means.

When the deal is finally closed, not all will be satisfied with the terms. What I notice is, that King is not as liberal with the City as Harritt. I believe in the end that the City will have to tell us what they will give and if it is reasonable we will have to accept it.

As to the details of division of water and development of the river, no two seem to agree.

I have not taken it up with the balance of the Directors as to your part in the deal, but will do so as soon as possible.

Yours truly,

*Ira C. Robinson*



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210-2  
January 13, 1928

Board of Directors,  
La Mesa, Lemon Grove & Spring Valley  
Irrigation District,  
La Mesa, California.

Attention Mr. Ira Robinson, President,

My dear Mr. Robinson:

Enclosed find copy of outline of proposition that I submitted as a method of discussion in settling the water question on the river, as asked for by Mr. O'Keefe. At Mr. O'Keefe's and Mayor Clark's invitation, I appeared at the conference held yesterday, for three hours, in the city attorney's office. Secrecy was absolutely pledged, and I see by the morning papers that they have kept the faith.

Summing up the meeting, my understanding is as follows:

That Mayor Clark and Councilman Maire will immediately submit a written proposition to Messrs. King and Harritt, for your consideration.

The tentative plan mutually agreed on I hope, will meet your approval when submitted by them.

I do not see how I can be of any further assistance in this matter and prefer not to be brought into it further unless the district or the city asks for my cooperation. Naturally, I would like to see a draft of any contract the district might sign before it is signed, if it suits your convenience.

Wishing you every success in this compromise, which I believe is sincere on the part of the city, and assuring you of my heartiest cooperation where I can be of service, I am

Yours very truly,

ED FLETCHER

EF:KIM

MEMORANDA OF CERTAIN SUGGESTIONS TO BE INCORPORATED IN THE PROPOSED SETTLEMENT BETWEEN THE CITY OF SAN DIEGO AND THE LA MESA, LEMON GROVE & SPRING VALLEY IRRIGATION DISTRICT AS SAME HAVE BEEN SUBMITTED BY THE HONORABLE MAYOR HARRY C. CLARK AND HONORABLE LOUIS C. MAIRE.

. . . .

Paragraph 1. Is acceptable.

Paragraph 2. Is acceptable.

Paragraph 3. Is acceptable.

Paragraph 4. The suggestion that we have on paragraph four (4)

is that the District has certain obligations to meet in the payment of interest and retirement of bonds already issued. These bonds are not subject to call and even if picked up on the market would command a price considerably in excess of the amount realized by the District from their sale. Therefore, the payments by the City should be so arranged that the said payments would meet the interest and sinking fund so that the District can pay off their bonds as they fall due. Of course, the amount quoted of \$1,250,000.00 is approximate only and is subject to an actual audit of the books of the District.

The matter of the City paying off the entire amount of the cost price of the system seems to us to be difficult of accomplishment without subjecting the District to serious loss which, of course, must be avoided in some way. It appears to us on the face of it that such an arrangement would be difficult to accomplish in a manner fair to both parties.

Paragraph 5. The first part of paragraph five (5) is acceptable.

The second part - In our conversation a few days ago it was our understanding that after the expiration of the said three (3) years and after the City had developed additional



water on the river that the rate for the additional water delivered to the City in excess of six million (6,000,000) gallons a day would be the water upon which the rates were to be determined by the Railroad Commission or a Board of Engineers. But since the District is already diverting this amount of water at a low rate, the District should receive up to the six million (6,000,000) gallons per day at the rate of four (4¢) cents per thousand (1,000) gallons and the price for additional water be determined by the said Board of Engineers or Railroad Commission. It was further stated at the conference that the method of arriving at the cost of such additional water would take into consideration the cost at which the District could develop said water and also the fact that the water would be used for irrigation purposes and not altogether for domestic purposes.

We feel that this paragraph requires a little clarification, also as to the maximum amount of water. As you know, the minimum amount of water required by the District under a maximum development is eleven million (11,000,000) gallons a day. This had been worked out and checked by State Officials and does not include the deliveries outside of the District area but contemplates the 18,000 acres now in the District only. This amount of water to lands now being served outside of the District will probably aggregate ultimately about three-quarters (3/4) of a million gallons daily.

Paragraph 6. In lieu of paragraph six (6), we suggest the following: That the City will agree to carry the water from the Sutherland reservoir, now being constructed, through the flume into Murray Dam as a condition precedent to the turning over of Murray Dam to the City.

NOTE: Our reason for suggesting this change to the City is that we feel certain that such a procedure will be to the everlasting benefit of the City of San Diego for the following reasons: A pipe line connecting Sutherland reservoir with the flume is only 14 $\frac{1}{2}$  miles in length, almost entirely of low pressure pipe. If the City takes over the system the flume must be rebuilt and maintained in any event and by utilizing this construction the water can be delivered from Sutherland into Murray which is at such an elevation that it will serve all parts of the City by gravity and will, therefore, materially reduce the pumping charges which the City will have to pay by bringing in the water from Sutherland through any other route and that the cost of the transportation of the Sutherland water will be materially reduced over any other route. In connection with this we wish to call your attention to the fact that by this means water from Sutherland can be passed through Murray reservoir and transferred from Murray by gravity to Lower Otay through existing facilities.

Paragraph 7. Is acceptable.

Paragraph 8. Change last portion as follows: Provided further, that should any portion of said District become annexed to the City of San Diego that the maximum amount of water agreed to be furnished shall be reduced in direct ratio that the area so annexed bears to the total area of the District.



# COMPROMISE PLAN TO BE PRESENTED

City Attorney Admits That  
Proposed Water Agree-  
ment Is to Be Submitted  
to La Mesa Tomorrow.

Although all negotiations are being carried on with the least possible publicity, it became known yesterday that the city of San Diego and the La Mesa Irrigation district are nearer a settlement of the San Diego river controversy than at any other time in several years. City Attorney O'Keefe yesterday admitted that no small progress toward a compromise had been made at a recent secret conference in his office at the city hall, and that a definite plan of compromise will be presented to the La Mesa Irrigation district directors for their consideration some time tomorrow.

**READY FOR RATIFICATION**  
O'Keefe said that he is unable to divulge at this time any of the details of the proposed settlement, but declared that if it is ratified by the district directors it will then be presented to the city council for action. The recent conference in the city attorney's office was attended by Mayor Clark and Councilman Maize, the city's "compromise" committee; Engineers King and Harriett, representing the district, and City Attorney O'Keefe. Possibly others were present, but if so, their identity has not been revealed.

O'Keefe was asked yesterday if the district's committee had agreed to the form of compromise that is to be submitted to the district directors tomorrow. "Possibly," he replied, with a smile.

One report is that the compromise would permit the district to construct a dam at Fletcher dam site on the upper river, the city confining its dam building activities to Mission Gorge, but this could not be confirmed. In fact, so much secrecy is being observed in connection with the proceedings that any references to the proposed plan of compromise are mostly guesswork. It is known, however, that some of the city officials have recently been seriously discussing the construction of a dam by the city at Mission Gorge site No. 3. This site is owned by the Fletcher interests, but is for sale.

### OWNERSHIP STILL QUESTION

Even if a compromise is effected that would allow both the city and the district to construct dams on the river, the question of ownership of the river waters, which is now before the superior court, probably will not be before that court until a final ruling.

The lower court gave the city paramount rights to the river waters, but allowed the La Mesa district as much water as was appropriated originally by the old Cuyamaca system. Both the city and the district appealed. Since then, however, the city has been unable to start dam construction at El Capitan because half of that dam site is owned by the district. A jury at Santa Ana allowed the district \$600,000 for its half of the dam site, but this verdict was set aside as exorbitant, and a new trial granted. The district appealed from this ruling, and that matter also is before the superior court.

Since then, the city has been making explorations on a new site on the river just above El Capitan, which is owned entirely by the city, and there has been some talk of building a dam there. However, the La Mesa district has threatened injunction proceedings or other legal proceedings if the city attempts to construct a dam at that point.

CORRECT DATE OF ARTICLE  
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Page 4.

Paragraph 9. We suggest adding to the end of the first paragraph of Section 9, the following: The City, however, will use due diligence in the installation of additional pumping plants, if necessary, during period of excessive drought and that the curtailment of the water to the District will not be made unless a similar curtailment be made to the City of San Diego.

The second from the last paragraph pertaining to the dismissal of the El Capitan suit. You gentlemen will understand that this suit was forced upon the District and we understand that the procedure is, when such a suit is dismissed the party bringing such suit is responsible for the costs of the suit and we feel this should be the case in connection with the El Capitan suit, this being a legal claim.

The last paragraph: The people in the District are only anxious to compromise in order to end their cost of litigation and we feel sure that if they are forced to carry a part of the burden of the litigation further that it will react against the adoption of any compromise with the City. The City should, therefore, bear the entire cost of the Paramount Right litigation.

The above suggestions are simply thoughts which have occurred to us in reading over the tentative outline as submitted. We feel that we should meet with you gentlemen immediately and discuss these various points which have occurred to us and by so doing, frame up tentative proposition to be submitted to the Board of Directors of the District and the City Council.



DIRECTORS

IRA C. ROBINSON, LA MESA, NO. 1  
H. A. HALL, LA MESA, NO. 2  
WM. H. WEST, LEMON GROVE, NO. 3  
WM. H. SPERRY, SPRING VALLEY, NO. 4  
FRANK R. BEATTY, EL CAJON, NO. 5  
H. C. PARK, TREASURER  
JNO. C. SCOTT, ASSESSOR-COLLECTOR

LA MESA, LEMON GROVE & SPRING VALLEY  
IRRIGATION DISTRICT

121 SOUTH SPRING STREET  
LA MESA, CALIF.

OFFICERS

IRA C. ROBINSON, PRESIDENT  
C. HARRITT, GENERAL MANAGER  
T. H. KING, ENGINEER  
JNO. C. SCOTT, SECRETARY  
RUTH C. DREW, SECRETARY  
SWEET, STEARNS & FORWARD  
ATTORNEYS, UNION BUILDING  
SAN DIEGO, CALIFORNIA

January 16, 1928.

Colonel Ed. Fletcher,  
920 Eighth Street,  
San Diego, California.

My dear Mr. Fletcher:-

We are in receipt of your letter of January 13th and wish to express our appreciation of your efforts in bringing the Committee together. However, we question the advisability of having our delegates, Messrs. King and Harritt, negotiate with the City officials without the presence of our Attorney. This attitude is taken in view of the fact that the City delegation are apparently calling their Attorney into these conferences.

We believe that the wisest course to pursue would be to have the delegates of the City and District arrive at some tentative agreement and submit it to the City Council and our Board, as we fear that any outside influence will tend to create opposition by a portion of the San Diego Press and certain influences within our own District.

We have the utmost desire to get this matter settled with justice to all parties concerned. Our delegates, Messrs. King and Harritt, have been instructed to consider the City's point of view very carefully and to make every possible concession which they can, without too great a loss to the Irrigation District; but we believe that some tentative arrangement should be arrived at by them without outside influences.

*to see  
this may  
for water history*

Col. Ed. Fletcher 1-16-28.

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We also thank you for your kind offer of assistance and will be glad to avail ourselves of it, should the occasion arise.

Thanking you again for your cooperation and efforts in this matter, we are

Yours very truly,

*Ira C. Robinson*  
President.  
*Ruth C. Drew*  
Secretary.

La Mesa, Lemon Grove & Spring Valley  
Irrigation District.

**Ed Fletcher Papers**

**1870-1955**

**MSS.81**

**Box: 22 Folder: 26**

**General Correspondence - Robinson, Ira C.**



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