January 3, 1915.

Mr. James A. Murray,

Monterey, Calif.

My dear Mr. Murray:

[Date: Dec 30 1915] a.sm

Enclosed find copy of letter from the State Railroad Commission, Max Thelen, President, which is explanatory We have made application today, as per my verbal understanding with you, asking that the State Railroad Commission establish new rates for the Cuyamaca Company.

Enclosed also find copy of article of the Spreckles people, that will be of interest. The Sun made monkeys out of both Spreckels and Clayton.

Yours very truly,

F-S

Jan. 13, 1915.

Mr. James A. Murray,

Monterey, California.

My dear Mr. Murray:

Enclosed find ordinance No. 5977, wherein the City is condemning all of the Cuyamaca system, even Murray Hill and Grossmont water system.

Yours very truly,

F-S

SAN DIEGO, CALIFORNIA, Feb. 8, 1915.

Mr. James A. Murray,

San Diego, California.

My dear Mr. Murray:

In relation to the property at the corner of 9th and Broadway, size of lot being 100 x 100, on the corner facing east and south, will say I have a lease and equity on this property, and I make you the following offer:

If you will loan me $15,000, at six per cent interest,

$5000 to be paid in two years,
5000 " " " " three " , and the balance
5000 " " " " four " from date

with interest at 6% net, I will give you as security a mortgage on the lease and equity and also on the two-story building which I agree to spend the money in erecting on the property, which building I can lease at $700 a month. I will also give you an option free of charge, for one year, to purchase one-half interest in said lease and equity, at actual cost to me.

I consider this the best lease in San Diego.

If you make me the $15,000 loan, I agree to take over the entire lease and equity at once. At the end of 50 years the property will become ours, without additional payment.

Terms of payment of lease are as follows:

$300 a month for three years
500 " " " three "
600 " " " five "
1000 " " " thirty-nine years,

at which time the property becomes ours, without any additonal

payments excepting taxes and insurance during the term of lease.

If you don't care to have a half interest in the lease, I will keep it all, and would pay you a higher rate of interest if desired.

Hoping to receive favorable reply from you in this matter,

Yours very truly,

F-S

SAN DIEGO, CALIFORNIA, Feb. 13, 1915.

Mr. James A. Murray,

San Diego, California.

My dear Mr. Murray:

When the Cuyamaca System is sold, and I have some ready money, or if you will take bonds in payment, I will be glad to take over El Cajon Acres Nos. 1 and 2, and in fact, Murray Hill, at a profit to you, if that is your desire.

You instructed me sometime ago not to sell any property there for awhile, so I have done nothing the last few months. In the meantime, however, if you change your mind, I am perfectly willing to go ahead, and believe this spring considerable property can be sold. I would personally love to start the selling campaign out there at Murray Hill, and have personal supervision, just as soon as I can get rid of this water business.

If you desire to sell and clean up the Murray Hill deal, I am sure we can get together.

Yours very truly,

F-S

Monterey, California, March 2, 1915.

Ed Fletcher, Esq.,
San Diego,
California.

Dear Sir:-

I would suggest that you proceed at once to get title or an option on that Santa Fe land which you spoke to me about (located in New Mexico) as there is a syndicate being formed for the purchase of all the Santa Fe land in New Mexico, and they expect to act within a few weeks.

You will hear from me again during the month, it matters not where I may be.

Yours truly,

James A. Murray

Dict.

- Copy -

San Diego, California, March 10, 1915.

Mr. James A. Murray,

Monterey, California.

Dear Mr. Murray:

Enclosed please find information regarding certain property in Township 16 S., Range 2 W., S. B. M., which you spoke to me about while you were in San Diego.

The records of the court house have been examined, and there is nothing further than the accompanying data, which stands of record at the present time.

Yours very truly,

CUYAMACA WATER COMPANY,

_____

Secretary.

M-S

Jan. 12/ 1888.

Book 114 Page 222 of Deeds.

Robt. Allison

To C. F. Francisco.

Consideration $1800.00

Description: W½ of SE¼ of Sec. 24; and all of the NW portion of the NE¼ of Sec. 25 laying North of the No. Chollas Road, Township 16 S., R. 2 W., S.B.M. Containing 89.90 acres.

(Signed) R. Allison.

Notarized by Thos Higgins.

Recorded Jan. 26/ 1888, 3:25 P.M.

Abstracted from the County Records Feb. 23, 1915 by Ray L. Makin.

SAN DIEGO, CALIFORNIA, March 10, 1915.

Mr. James A. Murray,

Monterey, California.

My dear Mr. Murray:

Enclosed find article in Monday evening's Tribune, which is explanatory, and may be of interest.

Cuyamaca Lake contains 28 ft. 2 in. of water. 34 feet is to the spillway. In other words, it is within five feet ten inches of being full to the spillway. We are having spring weather, and there is some indication that we will not have much more heavy rain, but there is a tremendous amount of water running to the ocean.

La Mesa Dam is full to the spillway.

The City turned off the water day before yesterday, while I was out of town, but I hope to get them to turn it on again tomorrow or next day.

Am going to San Francisco the last of the week. Will ring you up, and see whether you are at Monterey or not.

Yours very truly,

F-S

MONIDAH TRUST
BUTTE, MONTANA

The Fourth

Butte, Montana, March 15, 1915.

Ed Fletcher,

San Diego, Calif.

Dear Sir:--

After looking over the Shenk letter relative to the land in Mexico will say, It looks all right, but at this stage of life I do not want to buy into any thing that will give me any trouble or require my attention. While I realize that land is the best security for money, I do not want either of them to give me any annoyance. Therefore I will make a suggestion, In as much as Shenk's option expires within a month or so, I would suggest, may be, either he or you to re-new the option. I think it would be best for you to do it yourself, as there would be no commission to pay, as I am opposed to paying commission to any body in any amount whatever. Therefore, if you think the property is a good buy at $175,000.00 or whatever you can get it at. Suppose that we were both to purchase it, and I were to put upp all the money, and you to take a half, third or a fourth as the case may be after due deliberation, and you to give me a mortgage on your interest for the amount advnced. Of course I do not say that I will do this, I am merely putting up the proposition to you, to say what you think of it.

Very truly,

J. A. Murray

Form 260

WESTERN UNION

RECEIVERS NO.	TIME FILED	CHECK

TELEGRAM

THEO. N. VAIL, PRESIDENT

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

March 18, 1915

Mr. James A Murray,
Butte, Montana

Hearing set for April twelfth. Be sure and be here.

Ed Fletcher

(Chg Cuyamaca Water Co)

March 23, 1915.

Mr. James A. Murray,
Butte, Montana.

My dear Mr. Murray:

Enclosed find statement of the run-off of the respective systems in San Diego County, which will be of interest. Owing to bad break in the pipeline between Otay and Chollas, we have not been furnishing the city with but very little water the last ten days, but hope to commence supplying them again tomorrow. We are getting our case ready for final hearing on the 12th of April.

I thank you for your good letter in relation to the land in Mexico, and will take this matter up with you when you come again.

I have cut all expenses down, so that there are only eight men on the flume line, and three or four men on the distributing system, with four men putting the pipe line in for the City of El Cajon. We still have the boys in the office getting out the data for the State Railroad Commission hearing, which Mr. Thelen has asked for. The lawyers have so advised us, so I have two men at El Capitan Damsite, and two, I believe, at Boulder Creek, continuing the work there to hold our water rights - at least until the hearing is over.

We have had wonderful weather - the indications are for showers again.

With kind regards, and hoping that you will be here without fail on the 12th of April,

Yours very truly,

F-S

WESTERN UNION NIGHT LETTER

Form 2289

GEORGE W. E. ATKINS, VICE-PRESIDENT NEWCOMB CARLTON, PRESIDENT BELVIDERE BROOKS, VICE-PRESIDENT

RECEIVER'S No.	TIME FILED	CHECK

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

San Diego, Calif., April 7, 1915.

James A. Murray,
Monterey, Calif.

Am taking Thelen and party to Cuyamaca Lake and down Eagle Peak, leaving here Sunday morning at seven and returning Sunday night. Try and be here to make the trip. Wire answer.

Ed Fletcher.

Chg. Cuyamaca Water Co.
F-s

April 9th, 1915

Mr. James A Murray,

Butte, Montana.

My dear Mr. Murray:

I received your telegram today and sincerely hope that by the time this letter reaches you you will be yourself again and on your way home soon.. It seems to me that your age it is foolish for you to go up into that cold country in March. My advise to you is to keep away from there during the winter months.

I am taking Mr. and Mrs Eshleman, Mrs Fletcher, City Attorney Cosgrove and one or two others to see Cuyamaca Lake Sunday. I consider our case well prepared for presentation next week; anyway I am doing the best I can, and win or lose I will have no feeling that anything has been neglected.

The water was shut off by the city for nearly three weeks, while they were making connections on the Otay pipe-line, but they are taking water again now.

Mr. Capps was elected Mayor and Major Fay and Mr. Moore for Councilmen. Mr. Adams got beat. I don't see why everything at the City Hall isn't as friendly to us as before, but you can never tell from one day to another.

We have not had a drop of rain, hardly, since you left. The entire Spreckles System of 365 square miles has caught 6,500,000,000 gallons of water while the Cuyamaca with its 115 square miles has had a run-off of 10,700,000,000 gallons and the Volcan 23,800,000,000 gallons of water with 580 square miles of water sheds. These figures

Mr. Murray

are up to March 15th.

By the way two new houses are being built atjoining your place at Grossmont. Mrs Miles has sold her ranch and she and a Miss Fuller are building on Grossmont. I suppose you know that Mr. Miles died sometime ago.

I have just returned from Sacramento. The Governor told me, for all he could see now, that we would get the $25,000 back from the Yuma bridge fund and $100,000. for the El Centro-Yuma road. He said there are bills introduced in the Legislature for $2600,000. in appropriations for roads, and that only $200,000. of the bills would be passed and signed by him; one-half of which San Diego gets for the El Centro-Yuma road. I had a bill introduced in the Legislature allowing cities to bond themselves for twenty-five per cent instead of fifteen per cent, the present bonding limit, where the additional ten per cent was to be used to purchase public utilities like water. The bill has passed the Senate and favorably reported out of the committee in the Assembly. The Governor is behind the bill and I expect it to pass. This means that San Diego will have an additional bonding capacity of $8,000,000. and will be able to take over the Volcan System. Mr. Henshaw has agreed to take bonds. It will enable the city to take over the Cuyamaca system if the District don't come thru.

We have had wonderful weather here for the past few weeks; I wish you could have been here to enjoy it.

I hate to be asking for money att the time, but I really need $10,000. to pay up some of these bills and hope you will send me a check for that amount.

With kind regards and hoping you will soon be yourself again, I remain, Vey sincerely yours,

EF:BB

Cuyamaca

April 12, 1915.

Mr. James A. Murray,

Butte, Montana.

My dear Mr. Murray:

Thompson, Dillon & Clay have approved the bonds issued by the La Mesa Irrigation District. These bonds have also been ratified by the Legislature and approved in the Superior Court.

Glad to receive your telegram that you are on your feet again and will be with us soon.

Just returned from a trip with Thelen yesterday, to Cuyamaca and Boulder Creek. We got stuck in the river three times before we got to the Diverting Dam - there was so much water. We took Mrs. Thelen and Mrs. Fletcher along with us, and I think it was a very important trip to us.

Now, don't be foolish and leave Butte until you are absolutely feeling well enough to travel. This advice doesn't cost you anything.

Very sincerely,

F-S

April 21, 1915.

Mr. James A. Murray,

Monteray, Calif.

My dear Mr. Murray:

Enclosed find statement showing cost of concrete dam 105 ft high at La Mesa to be $215,083. La Mesa Dam has filled a foot within the last two or three days and is coming up rapidly. It is raining here today.

I expect to see Mr. Kerckhoff within a few days and will write you in the matter of the loan.

Yours very truly,

EF:B

May 10, 1915.

Mr. James A. Murray,

Monteray, Calif.

My dear Mr. Murray:

I guess it will make you laugh to know that they have been thinking of electing Mr. Healion as City Manager; I believe, however, that I have blocked it. The probabilities are that Mr. McMullen will be elected city manager instead.

Enclosed find clipping about America losing their interests in Mexican mines that will probably be of interest to you.

When are you coming to see us?

With kind regards.

Very sincerely yours,

EF:B

SAN DIEGO, CALIFORNIA, May 10, 1915.

Mr. James A. Murray,

Monterey, Calif.

My dear Mr. Murray:

A contract has been let to build the road from Parker down to Blythe, where we went on our auto trip, as you will will remember, on our ~~--~~ way to Ehrenberg. Two and a half miles of the roadway has already been graded.

The Santa Fe is going to build down to the Imperial Valley. Their first construction work will be to Blythe, which is, as you know, only about three miles from the mines. They will have the road built in eight months, and raised $150,000 bonus from the people of Blythe. They already have surveying parties from Blythe out through the Imperial Valley at the present time.

I would like awfully well to have you go over with me to those mines again, and I have a first-class miner who used to work for the company, and knows more about the mines than Blakeley three to one. He used to be the former superintendent. I should like to get some samples in our own way and have them assayed. I have more confidence in that mine than anything in the shape of a mine that I have ever seen. I would not like anything better in the world than for you and I to own it together and develop it, providing I can sell the Cuyamaca system and pay my debts.

I have just had a talk with the former superintendent of the mines, H. R. Adams by name. He says that of the other group of claims which we own none are as good as the Golden Giant, which we didn't get to see, and which is really the best property of all. The next time you are down, I would be pleased to take this matter up with you, for with the railroad there it means easy transportation.

When will you be here?

Yours very truly,

F-S

May 25, 1915.

Mr. Jas. A. Murray,

Butte, Montana.

Dear Mr Murray:

Enclosed find copy of article from the Union showing what took place at the hearing. I will send you a copy of the proceedings at an early date.

After having a talk with Henshaw and Eshelman, we decided not to bring in the question of establishing a valuation for water rights at this time; otherwise there would be a harder fight concentrated on us by the consumers. as It was there was a whole mob of them at the hearing Saturday. You will notice that Eshelman comes out and says that we have got to be allowed for our water rights, etc., and at the next hearing when we apply for the establishment of rates in a few weeks, the other question of value of water rights can be taken up. I did not feel that we had the evidence or were in a position to make the best showing at the present time so as to convince the court as to what value our water rights had. Eshelman said for one thing that we had sold all our old water rights and how could we expect a valuation. I came back and told him that we had filed on 3000 inches June 1,1910 and had successfully maintained those rights ever since, and he said "That is a different matter, and you are lucky."

May 31, 1915.

Mr. James A. Murray,
c/o G. G. Holmes,
Salt Lake City, Utah.

My dear Mr. Murray:

Answering yours of May 18th, this is the nearest you ever came to paying me a compliment, when you say I am a very lively boy, and yet there are two ways to construe it.

No decision from the Railroad Commission yet, but I understand there will be a decision rendered before your return here. I am satisfied of one thing: that the contracts are going to be ignored, and that everybody will be charged according to meter measurements.

Eshleman has been here for a week or ten days, going over the Volcan system with Henshaw. And Eshleman and I went to Yuma to attend the Yuma Bridge dedication. Enclosed find clipping that will be of interest.

I think I wrote you that I got half a million included in the coming bond issue to be voted upon this fall by the people of the state, which will give us a paved highway from El Centro to Yuma.

Enclosed find water bill which passed the last Legislature, which strengthens Henshaw's hand very materially, as it allows the city and outside territory like Linda Vista Mesa and along the

coast to go into a water district together. Read this bill carefully at your convenience on the train while traveling.

The new city manager of San Diego has been making us a little trouble by his fine to cut down expenses and shut off the Cuyamaca water, but he can't do us very much damage. We have already sold the city $22,000 worth of water this year and collected the money and paid off the previous bills. There is no more work of any kind going on, and everybody has been discharged excepting the men actually needed to run the plant. The exception is Mr. Faude, who used to be with the State Railroad Commission. I am having him reorganize the office to conform with the State Railroad Commission's rules. He is putting only half of his time in on the Cuyamaca, and half on the Volcan for Hanshaw.

We had 22 inches of snow on the ground at Cuyamaca on the 7th of May -- have had the most remarkable weather ever heard of. The streams are still running some, but there is very little more water in the river now than necessary to supply our present consumers. We won't have to draw any water out of Cuyamaca Lake before the first of July - possibly the 15th. We brought La Mesa Lake up to 62½ or 63 feet and are keeping it there. This is within 1½ or 2 feet of the top of the dam. Cuyamaca Lake is full up almost to the spillway. I was there yesterday, and it was a beautiful sight.

Things have been mighty quiet, but are looking up in first-class shape now. Contract for five miles more of the railroad has been let, and within the next sixty days the Southern Pacific

which now controls the Spreckels road will let the final contract for the completion of the road.

Write me when I can expect you in San Diego.

I am leaving with the children for a vacation about the 26th of June, to be gone until the 18th of July. I hope you can come to San Diego before then.

Yours very truly,

F-S

June 10, 1915.

Mr. James A. Murray,

Monteray, Calif.

My dear Mr. Murray:

The city voted for a new charter which includes a city manager. I think I wrote you that Mr. D. K. Adams got beat and Mr. Moore took his place in the council. Mr. Moore is a personal friend of Mr. Healion, and he did his best to get Mr. Healion elected city manager - Mr. Healion got two votes out of the five. They elected Mr. Capps instead of Mr. Akerman, who was interested for the Spreckles and Gas Companies, as mayor. Mr. Capps seems to be very friendly. Under the new system, however, everything has to be by budget, and there was no money included in the budget to pay for the flood waters from the Cuyamaca system.

On the 19th of May they shut off the Cuyamaca water, but I persuaded the City Council, by a vote of three to two, to take our water again and it was turned on yesterday. In the mean time there has been about five million gallons of water per day being pumped from the San Diego River near the old Mission. The city, however, is drawing all water out of wells on ranches in the Mission Valley. The result is that several Mission Valley arnchers came to me and asked me what to do with the result that suit has been brought to enjoin the city from pumping water from the San Diego River. I agreed that the Cuyamaca Water Co. would put up $125.00 as expense. The temporary trial has been held and things were showed up in such a light that I am satisfied that

La Mesa, Lemon Grove and Spring Valley Irrigation District

Embracing 14,794 Acres in San Diego County, California

DIRECTORS

CHARLES SAMSON, Division No. 1
S. C. GRABLE, Division No. 2
J. H. HALLEY, Division No. 3
J. A. THOMASON, Division No. 4
J. H. BARRY, Division No. 5

OFFICERS

CHARLES SAMSON, President
L. SPERBECK, Treasurer
G. C. SUMNER, Assessor
T. P. JENKINS, Collector
G. K. BRINK, Secretary

LA MESA, CALIFORNIA July 10th, 1915.

Mr. James A. Murray.,

Monterey, Calif.

Dear Sir:-

In the sixth paragraph of the agreement entered into between yourself and Ed Fletcher of the first part, and La Mesa, Lemon Grove and Spring Valley Irrigation District of the second part, for the sale by you, and purchase by the District of the Cuyamaca Water System, it is provided that the boundaries of the district shall be so extended as to include the lands described in the exhibit entitled " Lands to be included in the District."

In order that the District may do it's part in bringing such lands within it's boundaries, it is necessary for you to sign and present a petition to the Board as required by section 86 of the Act under the provisions of which the District is organized.

Please present the required petition without any further delay.

By Order of the Board of Directors, La Mesa, Lemon Grove and Spring Valley Irrigation District.

Attest

G K Brink
Secretary.

Mr. Murray

this is what forced the City Council to take water from us. The real case will be tried next month. I would like awfully well to have you here before the twentieth of June if possible.

Enclosed find clipping that will be of interest.

Yours very truly,

FF:B

MONIDAH TRUST
BUTTE, MONTANA

Butte, Montana, July 15, 1915.

Ed Fletcher,

San Diego, California.

Dear Sir:

I note in reading over our contract with La Mesa Irrigating District that before we are to accept those bonds there are certain territories to be included in the District that are not included at the present time, which is a pre- requisite. Now I do not care to resorting to anything of this kind but feel that we are justifiable in doing so. While that foolish contract states that we must pay Mr. Church $10,000.00 even though the Commission allowed us only $20,000.00 for the property, now I feel as if some of those parties owning the desired property or the property which is to be included in the District, ~~we are~~ were aware of the fact that some parties are to receive some $5000.00 or $10,000.00 as a rake-off in the event of the trade going through, that they would decline to place their interests in such hands for the future.

I would not make it known to any of the parties if I were you, but it could be done through any third party.

Don't know of anything else to say.

Yours very truly,

JAM/RBL

July 16, 1915.

Mr. James A. Murray,
Monterey, California.

Dear Sir:

Enclosed find letter from Mr. Mathews, which is explanatory. Considering that the State Railroad Commission, through their state engineers have testified that a reasonable maintenance and operating expense of the Cuyamaca system is $44,000, I feel that this showing of $2425.73, including our salaries is a good one, and I hope to cut it down at least $100 this coming month.

The $338.80 represents two men at work on the Boulder Creek Diversion, one $50 a month man at El Capitan Damsite, and some extra work done in putting in taps, etc.

The City of San Diego has telegraphed Washington, asking for a rehearing on the Boone application. This has been granted and the City of San Diego has been given until the first of August to file a formal application, asking that Boone's rights be recognized. At the suggestion and request of our attorneys Britton & Gray in Washington, we have also been asked to make a formal protest against the recognition of any rights of the City of San Diego which they acquired from Boone.

I have received formal notice, and I suppose you have, from the La Mesa Irrigation District, stating that they desire to go ahead with our contract, and they have advertised the sale of their bonds for August 2nd, and have asked us to be there and bid them in. Mr. Stearns says that it is not necessary, neither are we violating our agreement until a final decision is reached by the State Railroad Commission.

Water is still running in the River, and we will not commence to draw any water from Cuyamaca Lake until the first of August, anyway.

Yours very truly,

F-8

MONIDAH TRUST
BUTTE, MONTANA

July 22, 1915.

Mr. Ed Fletcher,

San Diego, California.

Dear Sir:

I just received the enclosed papers, which I presume you are familiar with.

I did not care to sign them as I am not as well versed in the matter as I would like to be. You will notice this, that if we did agree to take the bonds for the purchase, there must necessarily be the first issue of bonds, and in the exact amount that we are to receive, as we did agree to take them at par. It is reasonably supposed that if there were three or four million dollars of bonds issued that we would not take the amount allotted by the Commission at par. I think this would be a point that will admit of not contradiction.

Very truly yours,

James A. Murray

Encl.

JAM:SP

Let the District pay off the outstanding Bonds and issue New Bonds in the amount we are awarded they must be first Bonds + [illegible]

MONIDAH TRUST
BUTTE, MONTANA

July 24, 1915.

Mr. Ed. Fletcher,

San Diego, California.

Dear Sir:

I just received your letter of the 16th. Nothing contained therein requires my attention, as I believe you are looking out for things at that end of the line.

In relation to the LaMesa Irrigation people for the District to be present and bid, will say that I think you should see the attorney and notify them The La Mesa People that a part of their issue of bonds does not comply with our agreement.

If, (when we know what the amount is that may be allowed by the Railroad Commission) and they offer the first issue of bonds in that amount, whatever that may be, we will be ready to bid on them, and comply with our part of the contract in every particular.

I called your attention in my last letter to the fact that I did not think a part of the bond issue would fill the bill. See Sweet in regard to that matter, and do not leave anything undone so far as serving notices is concerned, and comply with the law in every respect, as I can see some of that kind of stuff in the future.

Yours very truly,

James A. Murray

JAM:SP

Down the Tacoma case Big!

Cuyamaca

79

July 26, 1915.

Mr. James A. Murray,
Monterey, Calif.

Dear Sir:

In addition to asking for a re-hearing on valuation, we have also asked for a rehearing in the matter of establishing new rates, as there are so many complications coming up that it may take months before the question of sale is decided, and it is not fair to us that with two years' supply of water on hand we should not get increased rates.

This was agreed on between Messrs. Post, Stearns & Sweet and myself. If you don't agree with this, the application can be withdrawn at any time.

Yours very truly,

_____
Manager.

F-S

Mr. Wm. G. Henshaw:

The above is explanatory and for your information. Enclosed find copy of application for rehearing, which will be of interest.

Yours very truly,

F-S

79

WESTERN UNION DAY LETTER

Form 2589

GEORGE W. E. ATKINS, VICE-PRESIDENT NEWCOMB CARLTON, PRESIDENT BELVIDERE BROOKS, VICE-PRESIDENT

RECEIVER'S No.	TIME FILED	CHECK

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

San Diego, California, Aug. 6, 1915.

James A. Murray,
Butte, Montana.

Sorry to report Railroad Commission denied application for re-hearing. District opened bids for sale of bonds. Best offer ninety. They will advertise immediately again, and we must bid in order to fulfill contract. Wire date your arrival here.

Ed Fletcher.

F-S

Charge Cuyamaca Water Co.

August 6, 1915.

Mr. James A. Murray,
Monterey, Calif.
My dear Mr. Murray:

Enclosed find copy of telegram sent you this day to Butte, which is explanatory -- a game of politics, and we are the victims. Please wire on receipt of this when you will be in San Diego.

Yours very truly,

F-S

August 7, 1915.

Copy to Monterey, Calif.

Mr. James A. Murray,
Butte, Montana.
My dear Mr. Murray:

Enclosed find statement for expenses for June and July, itemized and classified as per the order of the Railroad Commission. Any new work that we have done is only by order of the State Railroad Commission, excepting the El Capitan Dam and the Boulder Creek Dam work, which President Samson of the La Mesa Irrigation District says will be refunded to us.

Yours very truly,

CUYAMACA WATER COMPANY,

Manager.

F-S

MONIDAH TRUST
BUTTE, MONTANA

Butte, Montana, August 7, 1915.

Ed Fletcher,

San Diego, California.

Dear Sir:

This is August 7th. Just received your wire relative to the action of the Commission. Now then, I presume we will have to take our medicine, but we will endeavor to make these people comply to the letter of the contract. We would be willing to accept bonds but they must be the first bonds and call for no greater amount (practically) than the amount which we are to receive for the property. Were it otherwise they could issue $5,000,000 in bonds and give us $700,000. or $800,000. as the case may be, and we would have to pro-rate with the others but that would not be as our contract calls for.

They must also have included the property referred to in their District as we want to be safe-guarded for the few dollars ~~put up~~ donated by your friend Max Thelan. I should have put it "Little fist Thelan".

A letter will reach me in Tacoma, C/o Bankers Trust, within the next four or five days. I expect to go there but wont remain there any longer than I can help.

I was about to send you a letter saying that I would prefer that you present the case before the Board rather than attorneys (as you know my opinion of attorneys in general,) and

August 10, 1915.

La Mesa, Lemon Grove and Spring Valley Irrigation District,

La Mesa, California.

Gentlemen:

We notice by the files of the Superior Court that an action has been instituted by Judge L. L. Boone in which the constitutionality of the act under which the La Mesa, Lemon Grove and Spring Valley Irrigation District was organized, and particularly to the inclusion within the District of the City of La Mesa, is involved.

Should the action so instituted by Judge Boone result in a judgment favorable to his clients, it would of course invalidate or at least seriously affect the value of the bonds issued by the District and in view of the possibility of the District desiring to take over the Water System of the Cuyamaca Water Company and pay for the same in bonds, we are naturally very much interested in this suit and would like to have your views concerning the same and its effect upon the validity and saleability of the bonds issued by the District.

Truly yours,

CUYAMACA WATER COMPANY,

By_____
Manager.

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August 10, 1915.

La Mesa, Lemon Grove and
Spring Valley Irrigation District,
La Mesa, Calif.

Gentlemen:

Referring to the contract between the District and the Cuyamaca Water Company for the purchase by the District of the system of the latter company, we would call your attention to the language used by the Railroad Commission of the State of California in their opinion denying our petition for a rehearing. The Commission says:

> "The sum of $745,000.00, which the Commission found to be the fair value of the property of Cuyamaca Water Company to be transferred to La Mesa, Lemon Grove and Spring Valley Irrigation District, is the fair value of the property in cash. There is no evidence in the record on which it would have been possible to base a finding concerning the probable value of the bonds to be issued by the Irrigation District or the value of said property expressed in terms of bonds instead of cash. We assume that when the property is taken over by the Irrigation District, the necessary adjustment will be made so that the owners thereof will receive in cash or the equivalent thereof in bonds, the amount found by the Commission to be its fair value in cash."

We understand that the best bid which you have been able to obtain for your bonds was one of 90 cents on the dollar, and of course on that basis $745,000 par value of the District's bonds would not represent what the Railroad Commission finds to be the fair value of the property in cash. We assume that under the ruling of the Railroad Commission above quoted, if the property of the Cuyamaca Water Company is taken over by the Irrigation District we will receive either $745,000 in cash or bonds at an

79

agreed price which will be equivalent to $745,000.

We desire to call your attention to this matter at this date in order that there may be no question or misunderstanding in regard to the matter and in order that necessary steps may be taken by the District to comply with the finding of the Railroad Commission.

Truly yours,

CUYAMACA WATER COMPANY,

By_____
Manager

F-S

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Cuyamaca

August 14, 1915.

Mr. James A. Murray,
Butte, Montana.

My dear Mr. Murray:

I received your telegram from Seattle today. I simply hated to take the responsibility without consulting you of going ahead and deciding things that had to be decided immediately.

I got a telegram from the State Railroad Commission that they had denied our application, and supposed everything was off, but when I received an official copy it showed that the decision was favorable to us in that we should get ten or fifteen per cent excess in bonds -- at least that is my interpretation of it.

Enclosed find clipping which is explanatory. The directors of the District have refused to give the decision that interpretion, and their attorney, in writing, officially notified the Cuyamaca Water Co. that we would have to accept $745,000 in bonds.

There is no question but what if they paid cash it is our duty under our contract to accept $745,000 cash.

On behalf of the Cuyamaca Water Co., I shall make application to the State Railroad Commission again to determine what bonds shall be accepted in lieu of cash. Mr. Max Thelen will undoubtedly decide the case, and he will be here on the 28th of August to hear three other cases. In my opinion he will decide that question at that time. I received a personal letter from Mr. Thelen day before yesterday, in which he said that the value of the system is $745,000 in cash -- not bonds, nor wampum nor shells.

One thing that I criticise Thelen for is that he says no evidence was introduced to show the value of the District's bonds. I called Mr. Stearns' attention to that once, and he said that it was not necessary, for the reason that in previous hearings when testimony of that kind was introduced the court said that they were perfectly familiar with financial matters; and it is simply an excuse for Thelen to make any such statement as that when they pass on every bond issue and know the value of every bond and the financial market as well. But I think we can get this thing straightened out at an early date.

I sincerely hope that you will make it a point to be here by the 28th of August. I have not written to the District yet as to what we are going to do, and can't without your signature. In the meantime, it is putting us in a very embarassing position. Shall I go ahead, draw up a deed, and get the certificates of title ready? Shall I inform them or not whether we will accept the $745,000 in

cash, or let the Railroad Commission determine how many bonds we shall receive?

Another matter that is worrying me very much is the fact of the City joining in with Boone on this Hamilton water filing. Enclosed find the city's brief in the matter. You can imagine how ridiculous this brief is when I call your attention to Page 7, Line 12-18, in which the city says that the net safe yield of the Spreckels system is only five or six million gallons; while in our hearing before the Railroad Commission they swore under oath that the net safe yield is ten and one-fourth million gallons.

~~Please be sure and bring this original down with you. It is the only copy we have.~~

Then again, you have telegraphed me to take off all men on Boulder Creek and El Capitan Damsite. We only have two men at Boulder Creek, and one man at El Capitan. Both our attorneys and Mr. Post says it is a grave mistake to take these men off for the next thirty or sixty days. The total expense is approximately $225 a month, and we will undoubtedly be paid this money back -- any expenditures that we make since the first of June-- by the La Mesa District, when they take the system over, as it is all new construction, and to protect our water rights. If your final decision is to take these men off anyway, either write or wire me to that effect, but we all think it is a mistake, particularly as we are bound to get our money back from the District if we sell to them; while if we don't the only way on earth we to protect our water rights is to put more money in and conserve the water by the construction of the reservoirs, for there is no question but what the city is going to get control of the San Diego if it can.

There are a number of other important matters that I should see you about, but will let them wait until you come.

Please let me know when I can expect you.

Yours very truly,

F-S

79

August 10, 1915.

Mr. James A. Murray,
c/o Bankers Trust Co.,
Tacoma, Wash.

My dear Mr. Murray:

Answering yours of August 7th, will say there is absolute need of your coming to San Diego immediately. I don't care to assume the responsibility for our future course of action. Neither am I satisfied to leave it to the judgment of our attorneys. We shall have to act quick in this matter, and there are so many complications that I simply must have your advice.

Attached hereto find copies of letters which I have written to the District, at the suggestion of Stearns & Sweet, calling attention to a paragraph in the opinion of the Railroad Commission denying the application for a rehearing. This is certainly plain enough that if the bonds are only worth 80¢ on the dollar, we are to have the equivalent in bonds, of $745,000 in cash. In the meantime I am preparing certificates of title and deed, ready to make the transfer according to agreement.

Don't fail to come down just as soon as possible, for conditions are going to a rise which will require quick decision in order to protect our interests, and I don't want to take the responsibility. I can't explain by letter.

Yours very truly,

F-S

Manager

Cuyamaca

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August 19, 1915.

Mr. James A. Murray,
Butte, Montana.

My dear Mr. Murray:

I received your letter of Sunday from Seattle.

Stearns has felt that the only way to do is to make an application to the Railroad Commission to determine this question of whether we are to accept bonds in lieu of cash, which is the Railroad Commission's decision.

Enclosed find clipping, showing dope furnished by City Attorney Cosgrove. The city is making a big fight to make Boone's filings good, and until the property is finally transferred, I see no way to do but to have our attorneys fight Boone to the last.

I take it that you will be here by the first of September anyway, and that will be plenty of time to decide about making a bid for the bonds.

I think I wrote you that Boone had brought a suit for Healion and the La Mesa Homes Co., refusing to pay the assessments, and claiming that the district was illegally organized. This was done to block the transfer of the property. Thompson, Dillon & Clay, the greatest bond experts in the U. S. have passed upon the legality of the bonds.

I sure want to see you.

Yours very truly,

F-S

Manager

MONIDAH TRUST
BUTTE, MONTANA

Butte, Montana, August 21, 1915.

Ed Fletcher,

San Diego, California.

Dear Sir:

I reached home yesterday and find your letter and clippings. Replying will say: I don't understand from your letter whether you have asked the Railroad Commission to pass upon the point whether their ruling is that we are to receive cash or its equivalent in bonds notwithstanding the fact that we had a contract. If you have not put this up to the Commission, I think it would be advisable to do so.

So far as old Boone or Hamilton's claim is concerned or the City of San Diego's claim to the waters of the San Diego River is concerned, I look upon the whole matter as a huge joke, and I presume all other people do notwithstanding Mr. Cosgrove's opinion to the contrary.

If you have presented this proposition to Mr. Thelan and he acts upon it, which he will immediately under the conditions, I can come down any day you may suggest if need be, but do not sign any papers or pass your word for anything that will be binding or of any importance, unless we know what we are doing, as there is no more signing of contracts for "Willie".

Very truly yours,

J. A. Murray

JAM/RBL

clippings show you I fixed the gentleman in Tacoma

Cuyamaca

79

August 24, 1915.

Mr. James A. Murray,

Butte, Montana.

My dear Mr. Murray:

Enclosed find copy of letter from Max Thelen to Senator Edgar Luce, attorney for the La Mesa District, which is explanatory.

I can't for the life of me see why Mr. Sweet allowed us to sign that contract without looking into the law enough to tell us that the Railroad Commission had no authority to hand down a decision on a basis of payment in bonds, and it had to be in cash.

I looked upon the contract where we offered to take the bonds at par as simply a formality to carry out the Commission's order when they should determine how many bonds we were to have in lieu of cash, thereby giving the district the option either to sell their bonds to whom they were a mind to and pay in cash or give us the equivalent in bonds.

I guess there is no question but what they can make us considerable trouble, legally.

Yours very truly,

F-S

Cuyamaca

79

August 25, 1915.

Mr. James A. Murray,

Butte, Montana.

Dear Sir:

Answering yours of August 21st, from Butte, will say that Mr. Stearns had intended to apply to the Railroad Commission again, but before doing so we received a copy of the letter written by Mr. Thelen to Senator Luce, copy of which we sent you yesterday, and which states that they had done the best they could; that their decison must be on the basis of cash. You no doubt have received copy of Thelen's letter to Luce wherein he states that he hoped the district would be broad-minded and not demand their pound of flesh.

I certainly will not sign any papers or pass my word for anything obligating either you or Mr. Henshaw until this matter is determined. The Board of Directors of the La Mesa District met yesterday, and passed a resolution ordering their attorney to enforce the contract. This means that they don't intend to make any compromise if they can help it.

They have not advertised the sale of their bonds as yet. Enclosed find copy of Monday's clippings, and my answer in reply, on Tuesday, in the matter of the Hamilton filing.

I don't want you to leave unfinished business in Butte, but as soon as possible thereafter, I hope you will come right direct to San Diego.

After reading the letter from Thelen to Senator Luce, Stearns said he thought there would be no use in appealing to the Railroad Commission any further.

Yours very truly,

F-S

MONIDAH TRUST
BUTTE, MONTANA

Butte, Montana, August 30, 1915.

Ed Fletcher,

San Diego, California.

Dear Sir:

After reading your letter this morning and the numerous clippings, I can only say that you are having a "cat-and-dog" time of it trying to stand off a bunch of blackmailing idiots, but they are not so idiotic that they haven't got some villainous or crooked streak, and that includes all of them.

I was thinking, of course, we want to make our word good, i.e. in bidding par on those bonds but I claim the ~~bids~~ (Bond Issue) must be just the amount to cover the valuation of the plant, as we do not have to pro-rate with others as that tends to depreciate the value of the bond. You may serve notice on them, after consulting with your attorneys ~~as~~ that we are ready to bid par on those bonds if the same be the first issue of bonds and no more outstanding, that issue either that, or we will take any kind of bonds at the market value, but if we have to bid par, which we are willing to do, it must be an issue of bonds for the purchase of the Cuyamaca Water System, and no other.

If need be, I can jump on the train and come to San Diego any time.

If we sell, of course the controversy as to El Capitaine is out of our hands, but in the meantime do not overlook anything as I wouldn't like to satisfy any of those blackmailers

MONIDAH TRUST
BUTTE, MONTANA

Ed Fletcher-----2------

even to the amount of a nickel. And that poor fellow Cosgrove, while he is a nice fellow, when I return to San Diego I propose to go before the Board of County Commissioners and use what little influence I have, if any, with them, to get him nice quarters in the home for the feeble-minded, where I think he belongs.

Yours very truly,

A. M.

JAM/RBL

Have started in to build 27 miles of standard R.R. a few Bridges & Trunnings

WESTERN UNION NIGHT LETTER

Form 2259 K

THEO. N. VAIL, PRESIDENT

RECEIVED AT
A27GS S 69NL

BUTTE MONT AUG 30 1915

ED FLETCHER 565
SANDIEGO CAL

WROTE YOU LETTER THIS MORNING AND ONE THIS EVENING EVERYTHING IS EXPLAINED SO FAR AS BONDS IS CONCERNED IF THEY WILL DELIVER 745000 FIRST ISSUE AND NO MORE IN SAID ISSUE WE WILL BID PAR AND ACCEPT THEM OR WILL ACCEPT PRESENT BONDS AT THE MARKET PRICE IMPOSSIBLE TO GET AWAY AT PRESENT WRITE AT ONCE WHAT YOU WANT DONE CANT SEE ANYTHING IMPORTANT

J A M
AUG31 331A

Copy bid 745000

MONIDAH TRUST
BUTTE, MONTANA

Butte, Montana, August 30, 1915.

Ed Fletcher,

San Diego, California.

Dear Sir:

I mailed you a letter this morning . While I made reference to my idea of our receiving portion of the bond issue for the plant, since that time I have conversed with three or four eminent lawyers and they laugh at the idea of our having to take a portion of any issue of bonds. The very fact that there would be more of the same issue in circulation than we received would impair our security and it might be probable that in turn we would have to expend money to protect the other fellows therefore no "ifs or ands" from Jim Crow's attorneys, I want you to serve a notice on the Irrigation Company that we are ready and willing to accept the amount of bonds named by the Railroad Commission, but they must be the first issue and no more bonds of that issue than what we receive in payment for the plant. This is <u>final</u> as I have got the opinion of the best attorneys in the Country on it. We certainly ought to have good security for our plant as we are selling for less than half of what it is worth. Why I believe we could sell it to Judge Boon and I believe he could show us that he could give us as good security as certain percentage of a bond issue. As a matter of fact, it requires no argument from my standpoint.

MONIDAH TRUST
BUTTE, MONTANA

Ed Fletcher----2-----

Suppose there was a bond issue of $3,000,000 and they paid us off with a million of it and the security would not be more than a million or a million and a half at best, what then? This proposition is too plain to admit of any argument.

Very truly,

James A. Murray

JAM/RBL

We are ready to bid for the Bonds when ever they can offer such Bonds as we are entitled to

August 31, 1915.

Mr. James A. Murray,
Butte, Mont.
Dear Sir:

Enclosed find letter from Mr. Stearns. It is against the law for the District to issue $745,000 of first mortgage bonds. They have already issued $1,250,000; have sold $250,000, and used that money in acquiring lands and putting in wells in the San Diego River below Scripps' ranch, preparatory to putting in a pumping plant and pumping water to La Mesa. Out of this million dollars of bonds in the treasury, they intend to give us $745,000.

These bonds are not a mortgage on the water system alone, but are a mortgage on 15,000 acres of land as well, including the city of La Mesa; and from time to time they will issue more bonds as they put money in to develop our system.

We have to put in a bid by the 20th of September, abiding by our contract, and if we don't the district will then have the right to bring suit for pacific performance, or to bring suit for damages. The district spent over $15,000 in presenting its case. Mr. Stearns says that they can at least collect the actual expenses they have been out, providing we cannot get out of it in court on some technicality.

I regret exceedingly that you cannot be in San Francisco, so that this matter can be talked over with Mr.

Henshaw. We have little time to lose. The probabilities are that this contract could be knocked out on some technicality, but I don't want to, neither do I believe that you want to back out of a written agreement.

I am wiring you today, asking when you will be here. If you can come down by the 15th of September it will be plenty of time to straighten this matter out, and several other matters that absolutely need our attention.

Kindly write me by return mail, if you authorize me to bid on $745,000 in bonds. If so, I will have Stearns draw up the agreement.

Yours very truly,

F-S

Los Angeles

September 9, 1915.

Mr. James A. Murray,
Butte, Mont.

My dear Mr. Murray:—

I stopped off at Poccatello and found the officials there all up in the air as to what should be done. Some wanted to put in their own municipal plant, and some want to buy your system.

I saw Ex-Mayor Turner, also Mayor Williams, Councilman Neilson, and Mr. Alex Murray. I talked with them along the lines of your suggestion and believe eventually they will accept your proposition, but the main thing is to see that the bonds are not sold. I believe bids are open until the 20th of September. There are a few members of that Council who would like to have the privilege of spending this cash, and it is a serious question in my mind but what some of them would get part of it before it was spent.

I had a talk with both Mayor Williams and Ex-Mayor Turner, and they suggested two alternative propositions which I will talk over with you when you come to San Diego. All of the parties there spoke well of Mr. Alex Murray and his management.

Yours very truly.

EF/NEM

P.S. I certainly want to make that $5000 commission on the sale of the Poccatello Water Plant if I can, and believe after the bids are open for the bonds and the City finds that they cannot sell them that you can dispose of your system and have your choice of three ways to sell it. I thank you for the privilege of making it possible for me to do something.

Mr. Ed Fletcher,

San Diego, Calif.

Dear Sir:

The president of the Pocatello Water Plant will say: That if a sale of same is made through your efforts at any time after October 1, 1915 and before December 1, 1915 the owners will be willing to pay you for your trouble the sum of Five Thousand (5000) Dollars. If no sale is made before December 1, 1915, this proposition will be void, as time is the essence.

While the owners of the plant have offered it at such a low price, it is because, through the actions of the members of the council of the City of Pocatello and its mayor, who have continuously tried to depreciate the value of the plant by innuendos, threats and otherwise, and who have partially succeeded in doing so, to the extent that the owners of the plant have offered it for less than fifty per cent of its value, i.e., $400,000, that is the least that would be accepted by the owners under any circumstances, whatever.

Yours very truly,

Alexander Murray

By James A. Murray

San Diego, Calif.
September 21, 1915.

Sept. 21, 1915.

Southern Trust & Savings Bank,

San Diego, Calif.

Gentlemen:

Should there be a check presented for Fifteen Thousand Dollars ($15,000), made payable to Ed Fletcher, the same will be O. K.

Yours very truly,

JAM-S

Murray

San Diego, California, Sept. 22, 1915.

Mr. Ed Fletcher,

San Diego, Calif.

Dear Sir:

The owners of the Pocatello Water Co. hereby agree to give you an option running until the first day of December, 1915, at a price of $400,000. Having this option you can dispose of it as you please and to whom you please, and under what conditions you please, provided the owners are secure in the sum of $400,000. You are authorized to dispose of it for $200,000 down, and the remainder, whatever it may be, whether $400,000 or a million price to be placed upon it by the Utilities Commission of Idaho or the Supreme Court of the State of Montana, or the Supreme Court of the United States

You will note that this option will expire on the 31st day of November, as time is the essence, and the owners will be under no obligations thereafter if you fail to exercise this option.

(Signed) James A Murray

JAM-MMS

Monterey, California, September 25, 1915.

Mr. Ed. Fletcher,

San Diego, Cal.

Dear Sir:

Just received the East San Diego notice. It would be well to send a copy of it to the Maker Iron Works and also a letter to them. I am to commence action against them for damages. It would be at least $40,000 or $50,000 as that would not pay us, and notify the East San Diego parties that you are taking action in the matter and that we are either going to take that pipe up or put in a new one on the other side of the street but that it cannot be done in a minute. I credited the Henshaw note with $10,000 on principal and $2,000 on interest. I also credited your $35,000 note with $1050 and your $15,000 note with $600.00 Other little notes we will straighten out upon my return to San Diego.

Now whether we make a sale or not I cannot say but in any event we will want to straighten up everything possible this fall and start in anew. I think it would be advisable to provide for all emergencies to make application to the commission for a rasie in their rents as if there is no sale ~~this~~ we will incorporate at once and place an issue of $500,000 or $600,00 bonds and dispose of enough of them to make the necessary improvements and the first of which willbe to put in a pipe to take the place of the Baker Iron bunch. As to the Pocatella matter do not believe I would spend any money on it if I were you. I think I will be

able to handle that matter.

Very truly yours,

J. A. Murray

JM-L

Have notified the Salt Lake party to withdraw from the field altogether

San Diego, Calif., Oct. 1, 1915.

Mr. James A. Murray,
Butte, Montana.

My dear Mr. Murray:

I am glad to inform you that I received a letter from Mayor Williams of Pocatello, in which he says that the pland to take over the Pocatello water system, as per the terms of your authorization to me, are O. K. in every way. The only thing that is in the way and that worries Williams is the fact that they have not the cash to pay the $200,000, and of course nothing can be done until they have the money in hand.

Mayor Williams intimates in his letter that it is a question whether this $400,000 worth of bonds will be sold on the 14th of October or not. I wrote him today that if a contract was signed up for the purchase of the system, or it was generally known that the system could be secured on your terms that I feel sure there would be a number of bidders for the bonds in case they are not sold on the 14th. I didn't think it advisable to attempt to rush matters until after the 14th of October. We can then see whether the bonds are sold or not, and if sold there will be no trouble in closing the deal.

We had a good rain up in the mountains that caught 100,000,000 gallons of water in Cuyamaca Lake, but not a drop in San Diego.

Let me know how you are getting along with the water trouble in the mine. I am interested to see how it is coming out.

You can count on seeing me up at Pocatello and Butte about the middle of the month , for I am sure that you can make arrangements with the City of Pocatello to get your $200,000 in cash and they will put $200,000 more immediately into the development of your system, which is additional security, and your final payment for the system will be made when the courts finally determine its value.

Yours very truly,

F-S

Oct. 25, 1915.

Mr. James A. Murray,
Butte, Mont.

My dear Mr. Murray:

I have been working hard on the East San Diego road; have held three meetings with the East San Diego officials. You may be surprised to know that from the end of the carline easterly toward your property East San Diego extends nearly three miles, or within one mile of La Mesa. There are nearly one hundred property owners.

A road survey has just been completed within a week, and the deeds have been prepared, and are being generally signed. There are six or eight, five or six of whom we are going to have trouble with, but I expect to get the whole thing straightened out and bids aksed for to grade, within the next thirty or sixty days. There is some expense attached to this. I will take this matter up with you in person.

I expect to lease for Butte, Mont. the last of next week, if you are going to be there. I have two or three important matters to take up with you that will be of interest.

I was asked by the Mayor to be one of a committee of seven to take up the matter of continuing our fair for another yeqr. We went to Los Angeles last Thursday and turned the town upside down. The result is that we are going to get $150,000 subscription as a guaranty fund toward keeping the fair open another year. Our representative has just returned from San Francisco, and we shall have the Canadian, French, Italian, Brazilian -- in fact all the foreign exhibits, which will fill all our buildings, excepting the Southern California Building.

The city has not paid us the $5000 yet that they owe us. I hope to get it this month. If they don't come through I will file suit, so as to protect our rights, before the first of January.

Senator Luce says in a short time he will have the approval of both the State Bonding Commission and Thompson, Dillon and Clay in the matter of the La Mesa bonds. This would make the bonds absolutely O. K.

Please wire me if there is any change of your plans, for otherwise I shall go to Butte within the next week or ten days, for a hurried trip.

Yours very truly,

F-S

November 12, 1915.

Mr. James A. Murray,

Monteray, Calif.

My dear Mr. Murray:

Sorry to have missed you in San Francisco. I have just returned from Pocatello and find that the business men are a unit to take over the system, but their attorney, Mr. Budge, is advising the City Council to do nothing until the bonds are sold and the money in hand. Mr. Budge informed me that he was sure that after they had sold the bonds they would buy your system on the basis of $200,000. down and let the court turn in the value. I saw, probably twenty business men including Messrs Hood, Burch, Turner, Franklin, Fargo Young and a lot others. The business men informed me that they are going to call a meeting at once and force the City Council to act and to buy the system by passing a resolution before the first of December. I am satisfied the resolution will be passed. All the business men of the city are opposed to Mr. Budge's idea. They realize the fact that as a matter of self preservation you will see that it will be a long time to come before the bonds are sold. I did not tell them this but they realize the fact that this is the only way to settle the water situation.

Mr. Turner and I drew up a resolution which I asked the City Council to pass. The resolution carried out your ideas entirely, and is on the basis of $200,000. down and the courts to determine the value. I hope to hear

something definite within a few days. I only stayed there one day and did not even appear before the City Council. I felt it was better to be independent about it, and the main thing now is this: Every business man in Pocatello agrees with me that your proposition is absolutely fair, and that if the City Council do not accept it they are going to recall the City Council so it puts the Pocatello Water Co. in right with the business men of Pocatello, and I found a very much stronger feeling in your favor than ever before.

I had a nice talk with Alez.

On the eighteenth of this month the suit of the La Mesa Development Co. against us is set for trial. This is the case Mr. Sweet is handling where they are demanding that re recognize that 149 inches of water right. I wish you could come down as soon as possible, say by Wednesday.

Enclosed find letter from Senator Luce. Be sure and bring this letter back to San Diego with you.

We have in the Cuyamaca and La Mesa Dams over a years supply of water - have had 1.31 inches of rain at Cuyamaca within the last few days. There is nearly 28 feet of water in the Cuyamaca Dam now, and 56 feet in the La Mesa Dam.

Sorry to have missed you.

Yours very truly,

EF:B

Nov. 12, 1915.

Mr. James A. Murray,

Monteray, Calif.

My dear Mr. Murray:

Sorry to have missed you in San Francisco. I have just returned from Pocatello and find that the business men are a unit to take over the system, but their attorney, Mr Budge, is advising the City Council to do nothing until the bonds are sold and the money in hand. Mr. Budge informed me that he was sure that after they had sold the bonds they would buy your system on the basis of $200,000. down and let the court turn in the value. I saw, probably, twenty business men including Messrs Hood, Burch, Turner, Franklin, Fargo, Young and a lot of others. The business men informed me that they are going to call a meeting at once and force the City Council to act and to buy the system by passing a resolution before the first of December. I am satisfied the resolution will be passed. All the business men of the city are opposed to Mr. Budge's idea. They realize the fact that as a matter of self preservation you will not have a long time to come to allow the bonds to be sold. I did not tell them this but they realize the fact that this is the only way to settle the water situation.

Mr. Turner and I drew up a resolution which I asked the City Council to pass. The resolution carried out your ideas entirely, and is on the basis of $200,000. down and the courts to determine the value. I hope to hear

November 23, 1915.

Mr. James A. Murray,
Monterey, Cal.

My dear Mr. Murray:-

I received a letter last night from Mayor George Williams of Pocatello, Idaho, reading as follows:

"Pocatello, Idaho, November 19th, 1915

Mr. Ed Fletcher,
San Diego, Cal.

Dear Sir:-

Your letter of the 15th received, but I withheld answering the same until the resolution you left with me when you were here has been presented to the Council. I could not get a special meeting to consider the matter, so it came before the regular meeting last night.

The Council would feel much more favorable towards your proposition if it were not for the stories told them by some of the bond buyers concerning Mr. Murray's efforts to discourage them from making the purchase. These stories you know tend to agitate and rile up some members of the Council and they seem at this time disposed to make the sale of the bonds before they will consider anything else, so that last night while your resolution was considered, it was upon motion referred to the proper committee.

If the bonds are sold, I am sure that the City will be willing to enter into the negotiations with Mr. Murray immediately as the sentiment of this city is, of course, in favor of a gravity system as against the pumping plant. It would help very materially to create a more favorable disposition here if the Council and people could be impressed with the idea that Mr. Murray is not opposing this bond sale. Of course you told me that he is not doing so but the impression prevails here that he is. If this sale could go through, we could talk business in short order.

If there are any new developments, I shall be pleased to inform you, but at last night's meeting the Council postponed further consideration of the Water Works bond question until the next regular meeting, unless otherwise called.

Yours very truly,
Geo. Williams, Mayor."

Now, Mr. Murray, I haven't any idea on earth but what they will buy your water system, but I realize your point of view. The main trouble there is that their water attorney, Budge, is a bull headed son of a gun. He is mad clear through because the bonds won't sell. If they get $400,000 in cash to do with as they have a mind to, that is pie to them, but this man Budge is bound

to have his own way. Went out of his way the other day I was there to chase around and see all the Councilmen and tell them not to do anything until the $400,000 was in hand. In other words, Budge wants to hold the whip hand and then settle with you rather than let you hold the whip hand and make Budge come to your terms. The Councilmen are ignorant devils and Budge actually told them that a legal contract couldn't be drawn up turning over $200,000 in cash and paying the rest when the Courts determined the real value. But this thing is going to come out all right and they will take it sooner or later.

I am sure I am on the right track up there now and it is only a question of time. The business men are going to put a bond fire under that City Council sure. My proposition which they have been considering was $200,000 cash, let the Courts determine the value and then you receive the balance plus 6% interest and with a little time I can put the deal through.

Yours very sincerely,

EF-K

November 23, 1915.

Mr. James A. Murray,
Monterey, California.

My dear Mr. Murray:-

Thanks for your letter from San Francisco and above all things I want to thank you and Mrs. Murray for the nice time you gave our Catharine.

Well, Mr. Murray, I want you to beware of appendicitis. The only reason I kept up my spirit and nerve during the last five days was in the hope that I could be Mrs. Fletcher's second husband. It has been hell on earth for the last five days. But things look very hopeful for me. In fact I will be out of this hospital by Thursday or Friday, although I shall have to take it easy for some time.

I had the idea that appendicitis was simply a nuisance, nothing much to it, just a few days of enforced idleness, a bit of a bad time. But say, partner, when they have your arms bound, your legs tied so you can't move and you are on your back on a glass frame with ghosts running around you and you commence to take the dope, no chance on earth to kick, which comes faster and faster, and you have a frozen feeling clear to your toes, then you commence to feel as though you were leaving the body. I once questioned the spirit of living after the body is in the ground for good. I shall never do it any more. This thought came to me just as I was commencing to fly and lose consciousness from the chloroform. A voice said "I will show you" and I certainly got what was coming to me. They put me on a slide and I went off into space turning upside down any old way. Soon I saw a place where I saw I was going to land and with relief. I landed easily enough, but the thing turned over and I again commenced to fly. There was no end to it and I then went into space again. This happened for I don't know how long. They proved to me the theory of perpetual motion. I had no fear whatsoever.

Well, I came to three hours later in bed with a six inch appendix in a bottle in front of me. Puss had formed and the Doctors say I had about 36 hours to live if I had not had the operation performed. They tell me that a good deal of my nervous trouble has been caused by my appendix and that I will be a better man allaround soon.

Sweet got the case postponed. But there is an important case that you and I want to beat if it costs us our last dollar and that is the Hamilton-Boone water filings which is heard in Los Angeles December 20th next. The City of San Diego has agreed to give Boone $10,000 if they win and nothing if they lose. So it is the City of San Diego vs the Cuyamaca Water Co. If the City of San Diego wins the case before the Los Angeles Land Office, they will then bring suit to condemn the El Capitan

Damsite which they are crazy after. It will then be up to us to serve an injunction on them and force them to condemn our water rights in Court, and it is then that we need the absolute proof that we have done and are doing work to protect our water right filings. Otherwise we get a nominal value for water rights.

If you have the patience and good heartedness to stay with me on this Cuyamaca proposition, before we get through, we will get out million and a half or two million for the Cuyamaca. You have been mighty good in carrying me along the way you have and I certainly appreciate it and want to try to prove it.

With kindest personal regards to you and the Madame, and if you will kindly drop me a line a day or two before you come down so that I can arrange my plans, I will appreciate it.

Yours very truly,

EF-K

Dec. 27, 1915.

Mr. James A. Murray,
Monterey, Calif.

My dear Mr. Murray:

In regard to the La Mesa District buying the Cuyamaca system, I submitted your offer to Senator Luce, which he rejected, as per copy of letter which is enclosed herewith.

Since then, I have been visited by president Halley of the District, who has outlined this proposition: That the lease be for five years; that the option to purchase be for five years, and the District to pay $745,000 in cash, providing it can sell its bonds at 95 or better; but in case it cannot sell its bonds at 95 or better, than in that case the Cuyamaca Water Co. are to agree to take over the system on the basis of the bonds at 95.

Mr. Halley says that it is to be understood that in case the bonds can be sold at par at any time after the State Bonding Commission and the Supreme Court pass on the validity of the bonds, then in that case the bonds will be sold, and the money paid to us, just as fast as the bonds can be sold. In other words, the District want to see us paid off just as quickly as possible, and get the system paid for. In the meantime, the understanding is that the District will pay a rental of six per cent net, on the valuation put on it by the Railroad Commission, said rental to be paid semi-annually.

My Halley calls my attention to one feature of the District act which was passed by the Legislature in 1913; i.e., that in case the District does not make an assessment and keep up their payments per contract, then in that case the county is authorized, according to law, to make the assessment and pay the money to us; and in case the county fails to act, then the attorney general of the state is authorized to act in our behalf.

While no formal resolution has been passed, Mr. Halley says he feels sure that this arrangement can be made if satisfactory to you.

There is one thing that we must keep in mind, and that is, not alone the proper up-keep of the system if we sell to the District, but certain development work must be done, such as the development of the La Mesa Dam within the next year or two , to protect our water rights, which otherwise might lapse to the District, through ownership of the reservoir site below, or the city might acquire rights which we have initiated and practically control today. In other words, to absolutely make perfect the right, we must impound the water and have it ready for sale. We have initiated a new water right double the amount of the old, by having increased our carrying capacity of the flume over 100%, but those rights cease if others

take them up and put the water to beneficial use, in case of our failure so to do.

I am expecting you here for the first.

Yours very truly,

F-S

December 27th,
1915

Mr. James A. Murray,
Monterey, Cal.

Dear Sir:-

As per Mr. Henshaw's request I write you stating what, in my opinion, would be the effect on the Cuyamaca system in case the El Capitan Dam was sold to the City and the things that should be taken into consideration. The most important fact is that Mayor Capps, Hydraulic Engineer Cromwell, and all the City's witnesses testified that the most valuable Damsite on the San Diego River was the El Capitan. It is true we bought this property for $6,000.00. The surveys including what we paid Sackett, also clearing and driving of tunnels and work accomplished, easily amounts to $6,000 or $8,000 more. We own not alone all the El Capitan Damsite excepting three or four acres of Government land, but in addition we own the valley for one-third of a mile below the Damsite and approximately two-thirds of a mile of the reservoir site above the Damsite. On the property above the Damsite, which we own, and on the Indian Reservation, we have invested approximately $30,000 in pumping plants on the order of the Railroad Commission. These will all be flooded 125 ft. deep with water if the City builds the El Capitan Dam.

Again, we have put in steel syphons across South Fork and Chocolate. These two syphons will be covered with 100 to 125 feet of water and it will cost $25,000 to build around. The County road for 7 or 8 miles will be flooded if San Diego builds the El Capitan Damsite. It will cost $75,000 to build the road up on the side of the mountain and we must have a road to reach the Diverting Dam and our property.

In addition to the above, by building the dam, of course it will affect our El Monte Plant in which we have an investment of $15,000 or $20,000, but it couldn't be duplicated for less than $35,000 or $40,000. The water plane of course would be affected by the building of the El Capitan Dam and if we sold to the City, we would have to agree to waive any damage as far as the El Monte pumping plant lands are concerned in case we sold to the City the El Capitan Damsite. Of course it would be impossible for us to give up any of our water rights of the Cuyamaca, but I do not believe the City will ask for it. I see no reason why we could not waive any damages as far as the El Monte pumping plant damage is concerned.

In addition we have made water filings at the El

Capitan Damsite which would naturally lapse.

If I think of anything more, I will write you.

Yours very sincerely,

EF-K

Dec. 28, 1915.

Mr. Mathews:

Murray was paid $100 or $200 in cash by the First National Bank, interest which we had advanced. Find out what the First National Bank paid Murray, and this should be charged to his account, should it not? Or how will you handle it?

Ed Fletcher.

Bank paid to Mr Murray $184.84

Dec. 28, 1915.

Mr. James A. Murray,

Monterey, Calif.

My dear Mr. Murray:

As per your verbal request in Los Angeles, enclosed find statement showing that since the sale was made to Mr. Henshaw you have put up $150,000. Mr. Henshaw and I have put up $21,000, leaving a balance of $9,000, - $3,000 from Mr Henshaw and $6,000 from me, to balance the voluntary assessments.

In the matter of advances made previous to Mr. Henshaw's ownership in the Cuyamaca, you have advanced $234,367.76 to the Cuyamaca Water Co., for which you have notes signed both by yourself and me, payable as follows:

To George Winters,	$71,655.84,	under	date	of	April 4, 1912
" Alexander Murray,	52,553.00,	"	"	"	Feb. 6, 1913
" Alexander Murray,	10,000.00,	"	"	"	July 2, 1913
" Alexander Murray	100,158.92,	"	"	"	Mch. 23, 1914
Total	234,367.76.				

Of this amount I owe one-sixth and you five-sixths I understood from you that you have Goerge Winter's note.

Mr. Henshaw has assured me that he will have money to put up his share by the first of February, and possibly part or all of mine. Mr. Henshaw has paid me very little on his purchase of the Cuyamaca, but I have voluntarily let the account run, as he is making an extra effort to protect his Volcan interests. He still owes me between $40,000 and $45,000, in order to pay up in full for his one-twelfth interest in the Cuyamaca.

By the way, I sent a small case of olives, by express, to the Madam, but have lost the shipping receipt. If Mrs. Murray does not receive the olives, tell her to please let me know. It is just a slight remembrance of Christmas, which day all Yankees love to celebrate.

Yours very truly,

F-S

Dec. 28, 1918.

Mr. Mathews:

Murray was paid $100 or $200 in cash by the First National Bank, interest which we had advanced. Find out what the First National Bank paid Murray, and this should be charged to his account, should it not? Or how will you handle it?

Ed Fletcher.

Dec. 28, 1915.

Mr. James A. Murray,
Monterey, California.

Dear Mr. Murray:

As per your request, I enclose herewith statement of all expenditures from January 1, 1913 to October 31, 1915, for repairs, Maintenance and Operation and New Construction. Also another statement showing cash receipts from January 1, 1913 to October 31, 1915, same being acknowledged and certified to before a notary, and which I trust is the desired information that you want for your income and your statements to the Government.

M-S

Dec. 28, 1915.

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Yours very truly,

F-S

CUYAMACA WATER COMPANY

Summary of Cost of Repairs and Construction Expense.

Years 1913, 1914, 1915.

	Cost of Repairs	Construction Expense
Year 1913 ----------	$11,306.16	$99,617.84
" 1914 ----------	12,098.88	176,371.38
" 1915 ----------	22,476.47	37,804.00
Totals --------	$ 45,881.51	$ 313,793.22

CUYAMACA WATER COMPANY

Statement Showing Cost of Repairs and Construction Expense

Year - 1913

	Cost of Repairs	Construction Expense
January	1,421.89	1,090.22
February	1,170.81	1,038.09
March	667.50	2,717.55
April	1,132.24	2,598.07
May	764.80	2,568.83
June	946.38	4,979.87
July	847.81	4,663.80
August	1,062.29	9,635.78
September	1,005.27	13,142.84
October	965.68	28,045.10
November	550.69	18,474.82
December	770.80	10,662.87
	11,306.16	99,617.84

CUYAMACA WATER COMPANY

Statement Showing Cost of Repairs and Construction Expense.

Year - 1914

	Cost of Repairs	Construction Expense
January	1,103.09	28,001.59
February	1,245.41	25,968.32
March	954.09	37,347.88
April	966.61	4,429.49
May	838.04	5,523.91
June	952.13	10,651.81
July	1,259.24	3,242.06
August	780.38	7,789.79
September	925.42	8,902.81
October	1,109.77	6,178.35
November	620.94	24,502.67
December	814.94	13,832.70
Casualty Insurance for year	528.82	----
	12,098.88	176,371.38

CUYAMACA WATER COMPANY

Statement Showing Cost of Repairs and Construction Expense

Year - 1915

	Cost of Repairs	Construction Expense
January	1,747.58	21,497.00
February	2,190.69	6,363.00
March	5,180.25	1,890.00
April	1,333.42	674.00
May	1,510.59	915.00
June	1,455.23	1,167.00
July	1,315.82	932.00
August	1,267.20	932.00
September	1,102.31	562.00
October	1,922.77	827.00
November	1,471.44	246.00
December	1,583.67	1,799.00
Casualty Insurance for Year	395.50	-----
	22,476.47	37,804.00

To James A. Murray and Ed Fletcher:

You and each of you take notice:

In pursuance of the provisions of the contract of date November 17, 1914, between yourselves of the first part, and La Mesa, Lemon Grove and Spring Valley Irrigation District, of the second part; and with the intent and purpose of fulfilling the said District's part of said agreement, and to that end selling sufficient of the bonds of said district to pay the purchase price for the Cuyamaca Company's water system, as fixed by the Railroad Commission of the State of California, according to the opinion and findings of said commission bearing date June 26, 1915, and with the intent and purpose of acquiring said system at said valuation, the board of directors of said district have duly caused the lawfully voted bonds of said district in quantity sufficient to realize the said purchase price, as fixed by said Commission, as aforesaid, to be advertised for sale. Said sale will take place at the office of said District in the City of La Mesa, County of San Diego, and State of California, on the 2nd day of August, 1915, at the hour of .7,30... o'clock, P. M.

Demand is hereby made of each of you that you be present at said sale, and to bid at least par and accrued interest on such amount as that the face of said bonds and accrued interest thereon at six per cent to the date of such sale shall equal the value of said property as fixed by the said railroad commission, together with six per cent interest thereon from June 1, 1915, to the date of said sale, and to purchase said bonds at such price, should your bid be accepted.

Enclosed with this notice is a copy of the notice of said sale of said bonds.

By Order of the Board of Directors of the La Mesa, Lemon Grove and Spring Valley Irrigation District.

Attest:

G K Brink

Secretary.

(Seal)

NOTICE INVITING SEALED PROPOSALS FOR THE PURCHASE OF THE BONDS OF THE LA MESA, LEMON GROVE AND SPRING VALLEY IRRIGATION DISTRICT.

NOTICE IS HEREBY GIVEN, by the Board of Directors of the La Mesa, Lemon Grove and Spring Valley Irrigation District, in the County of San Diego, State of California, that sealed proposals will be received by said Board of Directors at their office in the City of La Mesa, County of San Diego, for the purchase of bonds of said District in the amount of Eight Hundred Thousand ($800,000) Dollars, voted at the election held in the said La Mesa, Lemon Grove and Spring Valley Irrigation District on the 4th day of May, 1914. Said proposals will be received by the said Board until 7:30 o'clock on the 2nd day of August, 1915. The Board will thereupon, at said time, open and consider said proposals, and will award the purchase of said bonds to the highest responsible bidder.

The Board reserves the right to reject any or all bids. Bids will be received and considered for the full amount of said bonds, or for any portion or portions thereof.

By order of the Board of Directors.
By G. K. BRINK, Secretary.

18-4t.

Ed Fletcher Papers

1870-1955

MSS.81

Box: 19 Folder: 7

General Correspondence - Murray, James A - 1915