

Oct. 8th, 1913.

28

Messrs. Mathews & Bordwell,
Los Angeles, Calif.

Gentlemen:

Enclosed herewith find check for \$500. on account of your services in the matter of the injunction case brought against us.

My understanding from you today is that you desire a retainer fee of \$1000, and that you be paid \$100 a day for your services, including the services of you gentlemen and Mr Robinson, and that to the end of this trial you have worked six days; in other words, the total sum todate being \$1600, and in addition to this your hotel expenses. This arrangement is satisfactory to me and will be submitted to Mr Murray for his approval on his return in a few days.

Please make out an itemized bill tomorrow and send it to me, and oblige

Very truly yours,

FK

GUYAMACA WATER COMPANY
SUCCESSORS TO
THE SAN DIEGO FLUME COMPANY
OFFICE, FLETCHER BUILDING
916 EIGHTH STREET, BETWEEN D AND E
P. O. BOX 1412

ED. FLETCHER, MANAGER
LOU B. MATHEWS, SECRETARY
C. HARRITT, SUPERINTENDENT

SAN DIEGO, CALIFORNIA, Dec. 16, 1913.

28

W. B. *Halter*
Mathews & Bordwell,
Central Bldg
Los Angeles, Cal.

Gentlemen:

Answering your letter of the 15th will say that Mr Murray is in Seattle at present and Mr Fletcher is up north, and your account cannot be paid until they return. Financial arrangements have been made so that your account can be paid without fail a very few days after the first of January next.

Yours very truly
Very truly yours,

[MATHEWS, LONE]

M/K

28

January 13, 1914.

Messrs. Mathews & Bordwell,
Central Bldg.,
Los Angeles, Cal.

Gentlemen:-

Inclosed herewith find check for \$500.00 on account for services, with the balance to come a little later on. We are re-organizing our Company and haven't been able to get our parties together to make the necessary financial arrangements but you can rest assured that the balance will be forthcoming shortly. We will appreciate the courtesy of extending the time for the payment of the balance. In no case will it exceed 30 to 60 days. We have made arrangements with the riparian owners to extend the law suit with the idea of affecting a compromise and as soon as anything is done in this matter, you will hear from us.

Yours very truly,

CUYAMACA WATER COMPANY,

By Ed Fletcher

Manager.

KF-BK

Inclos.

WALTON BORDWELL

W. B. MATHEWS

LAW OFFICES OF
BORDWELL AND MATHEWS

1. N. VAN NUYS BUILDING

Main 223, F-7474

LOS ANGELES, CAL.

28

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MAR 23 1914

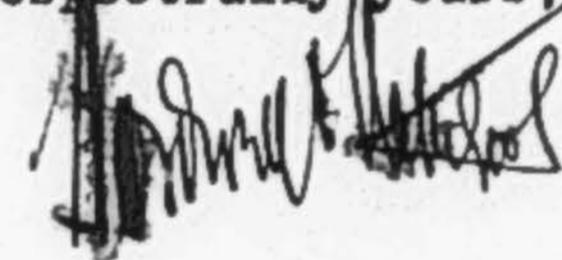
March 26th, 1914.

Cuyamaca Water Company,
Fletcher Building,
San Diego, Calif.

Gentlemen:-

Pursuant to your letter of January 13th last, we should be glad to have your remittance for the balance of our account, to wit, \$690.00.

Respectfully yours,



W B Mathews
11 23 1914
hold until we have
money comes down or
pays us more money

LAW OFFICES OF
BORDWELL AND MATHEWS
I. N. VAN NUYS BUILDING
Main 223, F-7474
LOS ANGELES, CAL.

April 23, 1914.

28

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APR 24 1914

Guyanaca Water Co.,
Fletcher Bldg.,
San Diego, Cal.

Gentlemen:-

We will draw on you Tuesday next, the
28th inst., for \$690, balance due us for services
rendered in connection with injunction suit for
your company.

Yours very truly,

Bordwell & Mathews
S.

LAW OFFICES OF
BORDWELL AND MATHEWS
I. N. VAN NUYS BUILDING
Main 223, F-7474
LOS ANGELES, CAL.

May 12, 1914.

28

RECEIVED
MAY 13 1914

28
~~*Bordwell*~~
~~*Mathews*~~

Guyanaca Water Co.,
Fletcher Bldg.,
San Diego, Cal.

Gentlemen:-

In response to our communication
to you of April 23d, in which we stated
our intention of drawing on you presently,
you wrote that Mr. Fletcher was temporarily
out of town, but that the account would be
promptly settled.

We assume that it will be satis-
factory to you, and therefore we draw on
you at sight, on Thursday, the 14th inst.

Yours very truly,

W. B. Mathews

WB-S

*bal 927.
check for \$690.⁰⁰
mailed today to
Mathews & Bordwell
5/12/14*

BORDWELL
MATHEWS

LAW OFFICES OF
BORDWELL & MATHEWS
SUITE 814 MERCHANTS NATIONAL BANK BUILDING
MAIN 702 60008
LOS ANGELES, CAL.

December 26, 1915.

CUYAMACA WATER CO.
FILE No. 84
DO NOT REMOVE
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Cuyamaca Water Company,
916 8th Street,
San Diego,
California.

Dear Sirs: Attention: Col. Fletcher.

Regarding testimony of Mr. Cosgrove, City Attorney of San Diego, in the contest before the Land Office at Los Angeles, it occurs to me it would be well, so far as practicable, to be prepared to bring out, by way of admissions from the witness, the fact that the City of San Diego until quite recently never made claim to the prior and paramount right now asserted, but acquiesced in the claims of the ranch owners and others asserting title to the waters of San Diego River. Such acquiescence might be shown by transactions wherein the City authorities acquired or sought to acquire by purchase water or water rights in said stream, or in any other way recognized that the title to the waters was outstanding in others. Then anything in the way of past negotiations or dealings which were carried on by the City on the assumption that other persons owned the stream and it was necessary to acquire such interest therein as the city desired by purchase.

In short, anything indicating that the claim of the City of San Diego to the prior and paramount right to take the waters of the San Diego River is a matter of compared recent date would be useful in developing the facts through cross-examination of Mr. Cosgrove.

AWP

See
Lickert

Cuyamaca Water Co.--2--

Very likely Colonel Fletcher will know off hand most of the facts of the nature to which we refer, and a memorandum by him or anyone familiar with such facts would be useful.

Very truly yours,
BORDWELL & MATHEWS,
By *[Signature]*

WEM.M.

No objection to pumping from SD River to C.W. Co. Plant at Chocolate - ditto Monte Plant - No objection to Hamilton's application?

CUYAMACA WATER CO.
FILE No. 84
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December 30th,
1915

Mr. W. B. Mathews,
* Bordwell & Mathews,
814 Merchants National Bank Bldg.,
Los Angeles, Cal.

Dear Sir:-

Replying to your letter of December 26th to Mr. Fletcher, we are making a search for the purchases of land by the City on the San Diego River in 1901 on account of the damage produced by the Old Town Pumping Plant which at that time was bought by the City. We will also have a certified copy of the form of deed for sale of the pueblo lots.

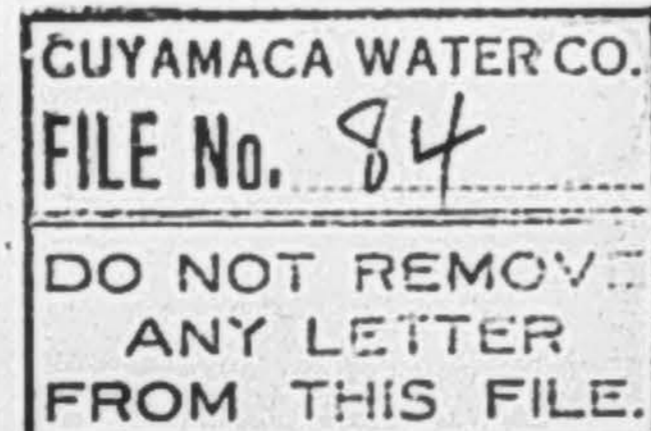
We will also have a table showing the fact that from the year 1890 to 1906 the City bought water from the San Diego Flume Company either through the San Diego Water Company or direct, not as a carrying charge, but as a purchase of water.

It may be noted that the City made no objection to the installation of the Monte pumping plant by the San Diego Flume Company in 1898, but bought pumped water from that system. Also the City made no objection to the installation of the Cuyamaca Water Company's pumping plant at Chocolate Canyon and at Sand Creek. Also they made no objection to Hamilton's application in 1911 at the El Capitan Damsite and no objection to the filing of the La Mesa Irrigation District at the Mission Dam in 1913. They probably have made no protest against pumpings of water anywhere either in the El Cajon or Mission Valleys.

Very sincerely yours,

WSP-K

WS POST



WALTER BORDWELL
W. B. MATHEWS

LAW OFFICES OF
BORDWELL & MATHEWS
SUITE 814 MERCHANTS NATIONAL BANK BUILDING
MAIN 792 60808
LOS ANGELES, CAL.

January 27, 1916.



Cuyamaca Water Company,
916 - 8th Street,
San Diego, Cal.

Dear Sirs:

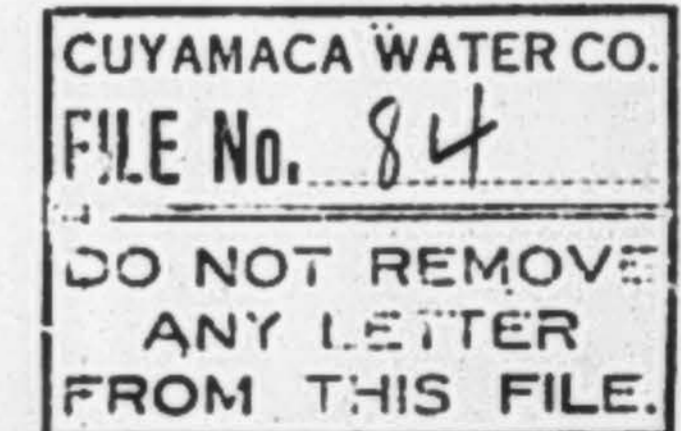
We are enclosing herewith our bill for \$250.00, being retainer fee in representing your Company before the United States Land Office at Los Angeles, in the action brought by your Company against the City of San Diego, et al.

Very truly yours,

BORDWELL & MATHEWS,

By *F. A. Tatten*

FAP/EW



Mr. Mathews:

Keep this record.

CUYAMACA WATER CO.
FILE No. 84
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Ed Fletcher.

P-S

Mr. Fletcher:

This is a copy of the letter

Mr. Gottsburn had me write

CUYAMACA WATER CO.
FILE No. 84
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San Diego, California.
January 31, 1916.

Messrs Bordwell and Mathews,
814 American National Bank Bldg.,
Los Angeles, California.

CUYAMACA WATER CO.
FILE No. 84
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Gentlemen:

In reply to your communication of December 26th, I am pleased to report, regarding the testimony of T. B. Cosgrove, City Attorney of San Diego, submitted in the contest now before the Land Office in Los Angeles, that I have obtained and am prepared to submit to you in rebuttal of said testimonial, various documents, etc., their conditions relative to and bearing upon the paramount claim, or otherwise, in and to the waters of the San Diego River, claimed by Mr. Cosgrove, together with such information that I may submit thru my findings.

First: The waters of a Mexican or Spanish Pueblo where by law to be held in trust for the Pabladores of that Pueblo, and held as community property not to be granted to individual ownership. This the Alcaldes of the Pueblo and the trustees of San Diego failed to do, and I will submit five old deeds, picked at random, and certified, granted by the Alcaldes and trustees of said city to individuals relinquishing without limitation all waters, etc., within the bounds and metes of said premises granted.

Second: Then comes the fact that as early as 1875, and probably earlier, that the City Trustees had deeded away to corporations and private interests, without restrictions as to water reservations therein, all lands in the Valley of the Mission and adjacent to the San Diego River, all being riparian thereto, which lands were formerly held as community property of the city, and being within the said Valley of the Mission and extending to the easterly corporate limits intersecting said Valley.

Third: I submit you herewith the early water problem in San Diego, which is a copy of a chapter from Smythe's History of San Diego Volume number two, certified as an accurate copy of same by the copyist; said history being deemed and acknowledged to be authentic in every respect.

Fourth: Also a copy of extracts and ordinances taken from the early record books of the minutes of the City Council and Trustees of San Diego, which substantiate the extracts of Smythe's History, together with other procedures dealing on the question of water.

Fifth: Also a deed whereby the City of San Diego acquired from the San Diego Water Company, a private corporation, by purchase on July 30th, 1901, the water works and distributing system together with other assets such as land water rights and filings formerly held by said Company in the Mission Valley and

on the San Diego River within the corporate limits of the City of San Diego. The same transaction further substantiates the assertions in Smythe's History of San Diego. You will note that prior to this acquisition of San Diego the lands owned by said Company must have been purchased either from the City direct or other riparian owners of said stream.

Sixth: Then the contract of purchase of water by the City of San Diego from the Southern California Mountain Water Co. was issued prior to the above stated acquisition of water works, etc., by San Diego, but said contract taking effect subsequent to said acquisition by the City. You will notice in said contract that it gives the first party the exclusive right to furnish the City with all needed water, as even against the City itself, to supply or help supply themselves thru and for a term of ten years.

Seventh: Also three certified deeds purchased by the City of San Diego of lands all being without the Pueblo bounds of said City and within the bounds of what is known as Rancho Ex-Mission. Said deeds are from Mr. J. W. Sefton and wife to the City of San Diego, from Giuseppe Delfino et al to the City of San Diego and from Adnera Ferrari and wife to the City of San Diego. All of the above lands were purchased for purposes of the acquisition of water, and on which lands are now installed a quantity of deep wells and pumping facilities.

Eighth: On file in the City Clerks office of the City of San Diego can be found a document numbered 8596, as stated in Smythe's History of San Diego, there was at one time a scheme on foot by the said City to acquire certain lands known as the El Monte Rancho or a part thereof and situated on and adjacent to the San Diego River upwards of twenty miles east of San Diego. The scheme, however, prior to the contracting for water by the City from the Company, aforesaid, fell thru and when brought up to the City Council was finally vetoed as nile over the veto of the Mayor - thus said contract was issued subsequent to said scheme. As said option, filed as document No. 8596, never matured I do not believe it will be of any great importance in this case only to show the acquisition of the City as to the paramount water rights in the San Diego River to be outstanding in others as well as all the above said and hereinafter mentioned documents will show same acquisition by the City of said right unto others and not to the city as claimant.

Ninth: I wish to call your attention to the fact that by the aforesaid contract of purchase of water between the State and the Southern California Mountain Water Company that the price therein stated and the minimum and maximum amounts of such waters to be supplied in the terms of said contract are so that it can not be misconstrued to be a rental as a common carrier by said Company but an actual sale and delivery price on the part of the party of the first part and purchased by the party of the second part in quantities so contracted for. This fact was acquiesced to by the City, bu a fact which is of record and common compute, and goes

without the showing of such documents on record that when the City elected to vote four million dollars in bonds at four and a half per cent interest, in August 1912, for the purchase of said Water Company, and upon the actual acquisition of said Company's system in March 1913, thereby abrogating said contract between them

Tenth: Nowhere can I find on record or by personal testimony whereby the City Authorities at any time in the past have made or registered a complaint or protest or contested any water rights, claims, or filings, etc., and not even at this time is there any such protest to be found of record, or otherwise, altho there has been rendered by the City Attorney of San Diego " T. B. Cosgrove" an opinion in pamphlet form stating therein that the City of San Diego holds and thereby may claim the paramount right of the waters of the entire San Diego River, etc. upon the rights vested in said attorney as successor to the Ancient, Spanish or Mexican Pueblos by veto of the Spanish law covering same. It appears that some years ago that a certain local sheet, the San Diego Herald, raised the contention that the City of San Diego rightfully own all of Coronado and various other rights, including a number paramount water rights of the San Diego River, by virtue of old maps, dates, etc., of Spanish origin. At any event, no doubt, it had a tendency of causing the City authorities to send at a very heavy expense of San Diego their attorney, Mr. Cosgrove, on an extended trip of research of the so-called rights of said Pueblo, and the subsequent report being the opinion, as afore stated, tendered to the Common Council of San Diego in the early part of January, 1914. Thus you see that their first contention of said right, which is not even as yet entered on public record, was made int earlier than 1914.

Eleventh: I wish to state that this claim by the City or Company is as yet by no means substantiated by any courts of this state, or any other, and more over will be so firm as I am in the position and stand ready when the time comes to disapprove beyond a doubt such contentions of Mr. Cosgrove, by documentary evidence, such as old Spanish laws, decrees and various other authorities, etc., whereby it is shown and provided that the Mission settlement of San Diego was, eventually, once a Pueblo in the Spanish sense, and thereby if such a paramount claim exists, which no doubt it does, it is vested in the successors of that Ancient Mission Pueblo, and also that this Pueblo had its various instructions as to water conservation on said stream and its vicinity from its earliest history, and that it has so held its paramount rights therein by actual development usage from its natal day thru all times and even as to the present time by its successors.

Twelfth: In conclusion, will say that in the deed from the San Diego Water Company to the City of San Diego I notice, with other valuable assets the price of several water filings and appropriations, which I have this day read and examined, and will say that all such filings and appropriations were duly recorded, as stated in contract, but show that those rights were out-standing in the San Diego Water Company or within the Pueblo bonds of the City of San Diego, and perhaps by the City of San Diego. If required I shall proceed to obtain a certified copy of the same.

WALTER BORDWELL
W. B. MATHEWS

LAW OFFICES OF
BORDWELL & MATHEWS
SUITE 014 MERCHANTS NATIONAL BANK BUILDING
MAIN 792 60906
LOS ANGELES, CAL.

February 12, 1916.

Cuyamaca Water Company,
San Diego, Cal.

Gentlemen:

In the matter of the application of the City of San Diego, successor of One Hamilton, for reservoir site on the San Diego River, pending before the United States Land office in Los Angeles, wherein your company appeared as protestant, it will be remembered that we were employed merely or especially in connection with the cross-examination of Mr. Cosgrove, city attorney, and that it was understood that our work would be limited to something like a couple of hours, and the charge would be \$250.

The case, however, took such course at the hearings from time to time that our Mr. Mathews, who represented the matter in our behalf, was required to attend the hearing several days and parts of days before such cross-examination could be completed, and besides, he took part to a limited extent in aid of Mr. Robinson in the general conduct of your case.

Regarding the charge of \$250 we wish to say that since that amount was expressly stipulated at the out-set, and since there was no express arrangement for additional compensation, we are prepared, if you insist upon it, to adhere thereto in settling our bill for all done by us in the case, but we feel that a bill for an additional sum of \$250, making \$500 in all, would be within the limits of reasonableness and fairness, and that probably, under the circumstances of the case, you would concur in this view.

If, however, you think that there should be no additional compensation to that originally agreed upon, we shall, of course, accept the \$250 in full settlement.

Yours very truly,

BORDWELL & MATHEWS

By

WB-W

P.S.----In order to meet the contingency that the charge of \$500 will be satisfactory, a bill therefor is herewith enclosed.

CUYAMACA WATER CO.
FILE NO. 84
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FEB 16 1916

Also I submit to you herewith, the original being a clipping from the San Diego Herald, a local sheet published on the thirteenth day of January, 1916, which speaks for itself and of which I have taken certified copies. I also submit five photographs of maps taken from the record books of the County of San Diego, and various introductions attached thereto, one of which will show the Pueblo bonds of San Diego, and therein shows where the City enters the eastern boundary of San Diego Pueblo flowing thru the Valley of the Mission to the Bay. Another one shows the plat of the Rancho Ex Mission showing therein the flow or flow line of the San Diego River, and a third will show the plat of Rancho El Cajon showing therein near the western boundary of San Diego Rancho an old damsite, the construction of which was started in 1779 and completed not later than 1809 by the early padres of the Mission San Diego de El Pala. This dam still remains as a land mark, with its conduits, etc, showing how the Fathers in the early days had conserved the water of portions thereof of the San Diego River, and by gravity had conducted same waters to what was then the Mission Pueblo of San Diego for its agriculture and domestic purposes. Besides various other water works and developments they had established in said stream, records of which are to be had, in the immediate vicinity of the Mission.

I beg to remain,

Yours very truly,

Gottschum B.B.

Feb. 16, 1916.

Messrs. Bordwell & Mathews,
814 Merchants National Bank Bldg.,
Los Angeles, Calif. Attention Mr. W. B. Mathews.

My dear Mr. Mathews:

I am in receipt of yours of February 12th, with bill for \$500. It is true that we agreed upon a sum of \$250 for your services for the entire hearing in the El Capitan matter, but I admit also there is some force to your argument that you did extra services. Personally, I am favorably disposed toward paying you an additional amount to be agreed upon, but I want to take this matter up with Mr. Murray and Mr. Henshaw, my partners, to whom I had written that you had been retained for the sum of \$250. You will hear from us later, or I will see you personally.

I want to thank you for the way you handled the matter.

Yours very truly,

CUYAMACA WATER COMPANY.

By _____

CUYAMACA WATER CO.
FILE No. 84

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F-8

P.S. Enclosed herewith find check for \$250, together with voucher for same, which kindly sign and return to this office.

Ed Fletcher Papers

1870-1955

MSS.81

Box: 2 Folder: 26

General Correspondence - Bordwell and Mathews



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