

1 WHEREAS, this District owns certain reservoir and dam
2 sites, which are capable of being made to produce 8000 miners
3 inches of water, and certain water rights and rights of way;
4 and

5 WHEREAS, this District will not need to exceed three
6 thousand miners inches of water;

7 THEREFORE BE IT RESOLVED, that this District is willing
8 to transfer its interest in said sites, water rights and
9 rights of way, and give the necessary amount of its bonds to
10 any person who will furnish said District water from said
11 sites in the following amounts and times, to wit:

12 500 inches within 18 months from date of agreement.

13 500 * * 30 * * * *

14 500 * * 90 * * * *

15 500 * * 10 years * * * *

16 at which time the District shall determine whether it shall
17 take the remainder, 1000 inches, or not, and if it should
18 elect to take the same, 500 inches thereof shall be furnished
19 within 12 years of the date of the original agreement, and
20 500 inches within 17 years of the date of the original agree-
21 ment. The District shall have the right to fix the time with-
22 in said periods, except the first, when said water or any
23 portion thereof shall be delivered, and the said District
24 agrees to pay for said water by conveying its interest in said
25 sites and water rights and rights of way, and to pay for said
26 water as delivered \$300.00 per miners inch in bonds of said
27 District at par, and to pay thereafter rental of \$5.00 per
28 annum for each miners inch of water so furnished. The said
29 water to be delivered perpetually at a point to be designated
30 by the District in Section _____ Township _____ Range _____

1 S.B.M. in said District. The said District to retain the
2 right to enter upon and take possession and operate said
3 sites, water rights and rights of way upon the failure of
4 said party to deliver said water.

1.

Name of District

Linda Vista Irrigation Dist.

When organized?

July 1891

By what vote organized:

Yea 51

Nay 8

When bonds voted?

November 1891

Votes, Bonds Yea

50

" Nay

5

Total authorized issue.

One million dollars

Bonds confirmed.

When December 31st 1891

By what Superior Judge? George Puterbaugh

Was appeal taken?

If taken, title of cause and if determined, page and volume of Supreme Court reports where found.

Have you had any litigation respecting organization of District or validity of bonds?

If so, state nature and points of law involved. If undetermined, give details.

Have you any element in District antagonistic to same?

If so, what was their strength by most recent election, if any, by which it was possible to determine it?

Are all officers in sympathy with District plan?

What ones are not, if any?

2.

Assessed value of District? About \$522,000.⁰⁰

Assessed value for State and County purposes as near as possible.

Population of District?

Number of votes cast at last election? 45

Number of land owners in District?

Average size of holdings outside cities, towns or subdivisions into lots of less size than one acre, as near as possible?

Wealth of land owners in general as near as possible?

Topography of District?

Character of soils?

Climatic conditions?

What crops or fruits can be profitably produced?

Area in cultivation?

Area in each crop or kind of fruit at present as near as may be?

Did District have a water system previous to organization under Wright Act? No

If so, has District purchased same?

Have you constructed a system or made extensions to purchased one?

If so, describe same in general.

What are denomination of bonds?

How many issued at present? \$176,000.00

For what issued? \$165,000.00 for water rights, Reservoir etc

\$11,000.00 for cash at 90 cents

On what terms sold and for what, if sold for cash?

Names and addresses of bondholders as you may be able to give them?

Names and addresses of contractors who have done work, as far as able?

Names and addresses of present officers of District?

President and Director? W. D. Bryson

Secretary Daniel Potter

Treasurer A. W. Pannalls

Assessor R. P. Miles
 Director J. B. Nible
 Director J. P. Harding
 Director Ero Fuller
 Director J. P. Jones
 Attorney H. L. Titus
 Engineer C. S. Alverson

Have any of your coupons ever defaulted?

Have any ever defaulted except between dates of decision of Judge Ross and final decision of U.S. Supreme Court?

Give extent of defaults and dates?

What amount of defaulted coupons have been redeemed since Supreme Court decision?

What is amount of defaulted coupons existing now, if any?

From what source is your water supply derived or to be taken?

Is your supply from a perennial stream, storage, artesian, tunnel or what?

What title have you to water rights?

Are any of your works, or contemplated works, on U. S. Government land?

If so, have you applied for title to same under Act of March 3rd 1891, or otherwise?

Have applications been approved by the Hon. Secretary of the Interior?

If not, give present status of application?

What lands are owned and what necessary to acquire for construction of system?

Have you any litigation pending of any character otherwise than as set forth above?

If so, state what and present status of same.

Have you ever developed any water power?

If so, have you disposed of same under Act of 1893, or otherwise?

Have you the opportunity in the construction of your system to develop any power?

If so, how much?

What distance from a market?

What market and how extensive?

Cost of fuel and other information relative to value of power.

What amount of water have you developed?

What amount in use?

What amount can be developed by plans of District and with proceeds of bonds sold or to be sold?

Have you ever taken advantage of mortgage Act of 1893?

Have you any bonds for sale, or can we do anything for you?

Have you any contracts to let?

If so, what?

If you have reports of Engineers or other written or printed information relating in any way to the District, or its plans or purposes, or maps or blue prints, we would be pleased, if you so desire, to receive copies of same.

Notice for bids

1/11/92

Be it resolved by the Board of Directors of the Linda Vista Irrigation District that bids be called for, for water, water rights, dam and reservoir sites, and that the president of this Board be and he is hereby directed and ordered to sign and cause the following notice to be published in the "San Diego Union and Daily Bee" a daily newspaper printed and published in the County of San Diego, for twenty days; and the Secretary shall affix his name to said notice, to wit:-

"N O T I C E ."

Notice is hereby given, that until the 2nd day of February 1892, at nine o'clock, A.M., bids will be received by the Board of Directors of the Linda Vista Irrigation District at its office, at which time the bids will be opened, for supplying the district with two thousand (2000) inches of water delivered as follows:

On or before eighteen (18) months from signing contract five hundred (500) inches, one year thereafter five hundred (500) inches, one year thereafter one thousand (1000) inches. And an option for an additional five hundred (500) inches of water to be taken whenever the district so orders, the district reserving the right to reject any or all bids.

Bids must state the number of miner's inches under four (4) inch pressure; the elevation above sea level at which the same will be delivered at the edge of the district; the time and point at which delivered; the price per miner's inch, and the mode and times of payment therefor.

Bids must also give the watershed from which the water is to come, its area in square miles and how the same has been estimated; the amount of water already sold, if any, and the amount which bidder proposes to sell in the future from same watershed; also the number of miner's inches currently expected from said watershed to the square mile each year; the number of dams for storage, the height of proposed dams and cross-sections of the same with the nature of foundations,

their location and that of the storage basins back of them with the title to the same; their capacity for storage, how the same has been determined, and the title to the waters of the stream or streams from which the water is to come. Also the length, grade and general character of the proposed aqueduct with its estimated capacity. Also the general character of the country through which said aqueduct is to run; the number, length, and depth, of tunnels; the percentage of trestles; the length, size and head of pipes to cross depressions, with the percentage of deviation from an air line required to reach the district. Also the names of the Engineers who have passed upon the sufficiency of the supply and means of delivery. The indebtedness of the bidder, if any, its nature and to whom due; the incumbrances, if any, on its property, franchises and rights, and the security it proposes to offer against overselling its supply through miscalculation of the rainfall, the amount of it available for storage or the capacity of works for storage and delivery and what security such bidder can give that it will at all times furnish said water to the district.

The district may also demand a full abstract of the title of the bidder to the water rights and all other property claimed by it.

Also bids for water rights and dam sites, and reservoir sites, within the County of San Diego, including surveys of the same, of sufficient capacity to furnish two thousand five hundred (2500) inches of water to said district will be received at the same time and place as above stated.

Dated January 11th 1892.

Board of Directors of the Linda Vista Irrigation District.

By James P. Jones
President.

Attest:

P. K. Phillips
Secretary.

Done and proved to work Gibson

*Direct money due on slip
Run till paid*

San Diego, Calif. Feb. 2nd, 1892

Directors of the Linda Vista Irrigation District:-

Gentlemen:-

Subject to the conditions of the formal contract to be made in case this bid is accepted we will furnish you water in the installments mentioned in your call for bids, to the total amount of two thousand miner's inches under four inch pressure at the point of delivery marked on the map of your proposed distribution system and five hundred and fifty feet above the sea. We will give you also the option to buy at any time within five years from the delivery of the first water, five hundred inches more. Payment to be as follows:

For the Two Thousand inches Seven Hundred Thousand Dollars or Three Hundred and Fifty Dollars an inch in bonds of the district at par. The remainder of the payment to be in a perpetual annual payment of Thirty Dollars for each inch from the time of delivery, the object of the deferred payment being to lighten the burden of payment and also leave in your hands a certain amount of perpetual security for the proper maintenance of the works of the Company. Payment for the five hundred inches, if taken on the option, to be the same in amount and manner.

For the Two Thousand inches the bonds are to be placed in escrow to be released and issued to us in blocks of Fifty Thousand Dollars each when seventy-five thousand dollars has been spent by us in the construction of the works intended to supply the water.

The water from which we propose to supply the water is that of Pamo Creek, the Santa Ysabel River above its junction with said creek, Santa Maria and Ballena creeks with that of the creek running into Dye Valley in Ballena. The total area

Linda Vista Irrigation
District
Resolution and
Notices of Bid
for Supplying the
District Water



has been made from the official map of the county made from the best obtainable data. It shows in all Two Hundred square miles. Most errors in an estimate of this kind will balance each other, but for safety we have discounted the estimate twenty-five percent. We have put the average rain fall as low as thirty inches and allowed only thirty percent of this or nine inches in depth as available in direct catchment and afterflow from the ground. This gives thirty-three miner's inches to the square mile which is much below the amount shed in most years; is far below the amount shed in rainy years, and probably below the amount shed in any year of which we have any record. This will make the whole amount we propose to sell, five thousand inches. Of this none has been sold except about twelve inches in satisfaction of some riparian rights.

We expect to store the surplus water behind three dams, one in Dye Valley, one in Santa Maria and one in Pamo Valley. Each damsite is at the lower end of the valley, except in Pamo Valley where it is about half a mile below ^{the main} contour of the valley. The foundations of all are on hard blue ledge granite with very little weathered surface rock to strip off and none are on soft granite or earth. The dam in Dye Valley will be one hundred feet high holding about four billions of gallons, the one in Santa Maria seventy feet holding some three billions and the dam in Pamo one hundred and sixty feet where it holds over ten billions. The latter basin has been carefully cross sectioned up to one hundred and forty feet where it holds six billions and the remaining twenty feet have been estimated by the ratio of increase for the preceding twenty feet. Dye Valley has been contoured and Santa Maria estimated in the same way but there cannot be

over twenty percent of error in either case. All of these can be increased in height and twenty billions of gallons storage easily provided making over four thousand inches of continuous flow or twice that for six months. The afterflow of the streams will furnish much more than the remaining one thousand inches during winter and spring.

The title to the basins is fee simple with contracts for sale in a few cases and a perpetual right of flowage in a few more. The abstracts are at your service when required.

Our whole line has been surveyed and checked and reckoned with care. Its length to the edge of your district is something under twenty-eight miles with not over five percent of trestles and none of them high ones. An air line is seventeen miles making a deviation of sixty six percent or considerably less than that of open aqueducts generally when running over rolling country. The line runs along open granite hillsides with good slope and easy storm drainage with no tunnels necessary. No pipes are needed to cross depressions though four and perhaps five may be used to advantage to shorten distance. Of these the longest will be less than three thousand feet, the shortest seven hundred and the total length not over seven thousand. They will be thirty inches in diameter with a fall of a little over fifty feet to the mile to carry twenty five hundred inches. The main aqueduct will be flume and cement ditch where practicable and consistent with good economy. There are no engineering difficulties in the way of problems of any sort that were not fully solved in the building of the flume on the San Diego River.

The sufficiency of the whole including supply as well as means of delivery has been approved by J.D.Schuylay and C.S.Alverson, civil engineers and such experts as Moore and

Smith the builders of the San Diego Flume.

Our title to the water is by prior appropriation; the purchase of riparian and appropriation rights below that cover that cover all the ordinary flow of the stream and the ownership of the reservoir basins with the right conceded in all countries and sustained by our own Supreme Court to take the ~~extreme~~ extraordinary flow of the stream.

The indebtedness of our company is something under sixty thousand dollars, due to the California National Bank, J.M. Woods, and a few small sums due to different parties.

Nearly all but a few small matters are in the form of notes of the company. There are no incumbrances on its property except a mortgage for seventy five hundred dollars on the reservoir site in Dye Valley due the California National Savings Bank.

The principal security we have to offer against overselling the supply, is the nature of the watershed and the very low estimate put upon the rainfall and the amount of it available both of which are far below the amount shown by years of test in most of the eastern states, and much below that of the watersheds of many reservoirs in California. Rain gauges kept in our mountains for years show that the average rainfall in the higher hills much exceeds thirty inches. We are willing, however, to offer you security better than any bond, ^{one} no matter by whom signed, and which will ensure you water instead of damages at the end of a long lawsuit at the end of which you might find nothing on which to levy an execution in case you got damages.

Assuming that you are satisfied with the estimate, we have made of the amount of water available for sale, we will deed you outright two fifths (and in case you take the option on the five hundred inches, one half) of the total

water on the watershed. Of whatever may be developed in any way in excess of five thousand inches two fifths (or in case you take the option, one half) will belong to you. This will make it impossible for us to sell any water in excess of five thousand inches until after actual development and division with you, a restriction ~~of~~ which we are perfectly willing to submit.

All maps, profiles, cross sections, abstracts of title and other data are at your service when you designate the time and place at which you are ready to see them.

In response to the second portion of your call for bids, we offer to sell you the Pano Valley reservoir site with dam site, twelve hundred acres of land and the right to flow one hundred and sixty more with all water rights, maps, notes of survey and other data for one hundred and fifty thousand dollars in bonds of the district at par reserving only the right to divert from a point within one mile of the Santa Ysabel Rancho such water as can be carried in an aqueduct of feasible dimensions, to supply other sections through the other two reservoirs mentioned. As the reservoir above this point is only some thirty square miles, as it is impossible to stop any considerable portion of flood waters there and convey them off by any aqueduct that we could ever afford to build, you will have most of the water from this thirty miles besides that from ninety square miles below it, nearly all of which is the best in the county.

This offer to sell is, however, on the condition that the lien of the vendor be in some way reserved for the payment of the interest and principal of the bonds issued for the purchase. This was done by the Bear Valley Company in the sale of water to the Perris Irrigation district on the advice of

THE LINDA VISTA IRRIGATION DISTRICT

#1330 F St.,

San Diego, Calif. Oct. 28th, 1892

6

advice of eminent lawyers as to its legality and assented to by all parties as best to sustain the market value of the bonds and keep any of them from being thrown back on the market at prices that would make it impossible for the district to float any more of its bonds until the others were gathered in, a slaughter sale of this kind being as bad for one party almost as the other.

This might be effected by a simple reservation of the vendor's lien or by a lease with an option to buy at its expiration for one dollar, the lease to run twenty years provided that during that time the interest and principal on certain issue of bonds has been duly paid. We are not particular about the form.

Pano Water Co.

By J.M. Woods, Manager

Dear Sir:-

The Linda Vista Irrigation District being entitled to 50,000 miner's inches of water flowing in the Santa Ysabel River at its proposed dam site, which amount is largely in excess of the requirement of the District, hereby offers to dispose of 10,000 inches to the City of San Diego with the right to reservoir the same in consideration of \$30,000 and in further consideration that the city join the District in constructing a dam which shall cause to be stored 1,000 inches perpetual flow being 500 inches for each, and in constructing a pipe line having capacity to conduct 1,500 inches to a point in the District 550 feet altitude, eight miles distant from the present city distributing system at Pacific Beach, the expense to be borne proportionately to-wit: One half the cost of the dam by each, and one-third the cost of the pipe line by the city and two-thirds by the District. The right being reserved by the District of increasing the capacity of dam with the exclusive use of water thereby stored.

The estimated cost of dam is \$240,000, and of pipe line \$300,000 thus making the whole amount to be paid by the city \$250,000.

The object of making pipe line of 1,500 inches capacity is that the District will use its water in six months which means 1,000 inches during that period.

As a second and alternative proposition, the District offers to sell to the city, delivered, at the point mentioned in foregoing proposition 500 inches of water perpetual flow at the price of \$500 per inch.

As there may exist doubts as to the legality of the District entering into such contract, it is considered advisable to obtain an enabling act of the Legislature at its next session as an amendment to the Wright Act.

TOOK PLACE WITH GREAT AND VARIOUS

DIFFICULTIES AND PROBLEMS.

IN 1965, 1966, 1967 AND 1968

Pan-Pacific Co.
prepared to supply
late to
S. Africa

LINDA VISTA IRRIGATION DISTRICT.

Silver Terrace, San Diego County, California.
October 28th, 1892.

Dear Sir:-

The Linda Vista Irrigation District, in order to secure an adequate supply of water for the district, was compelled to acquire 50,000 miner's inches of water flowing in the Santa Ysabel River at its proposed dam site, in the Pamo Valley in this San Diego County; which amount is largely in excess of the requirements of the district; therefore the district hereby offers to dispose of 10,000 inches of such water right to the City of San Diego, together with the right to reservoir the same in the reservoir to be constructed in said Pamo Valley, in consideration of \$30,000 and the further consideration that the city join the district in constructing a dam in said valley which shall be sufficient in dimensions for the storing of at least 1,000 inches perpetual flow, which said 1,000 inches shall be divided equally between the city and the district; and in consideration constructing a pipe line having capacity to conduct 1,500 inches to a point in the district 550 feet altitude, eight miles distant from the present city distributing system at Pacific Beach; the expense to be borne ~~proportionately~~ proportionately to wit: One-half the cost of the dam by each, and one third the cost of the pipe line by the city and two thirds by the district. The right being reserved by the district of increasing the capacity of dam and reservoir at its own expense, and to have and own and use exclusively the additional water thereby stored.

The estimated cost of dam is \$240,000, and of pipe line \$600,000; thus making the whole amount to be paid by the city \$250,000.

(1)

The object of making pipe line of 1,500 inches capacity, is to enable the district, if it so desires, to use its water ^{The} in six irrigating months of each year; which means 1,000 inches during that period.

As a second and alternative proposition, the district offers to sell to the city, delivered at the point mentioned in foregoing proposition, 500 inches of water perpetual flow at the price of \$300 per inch.

As there may be a doubt as to the power of the district to enter into such a contract, it may be advisable to obtain an enabling Act of the Legislature at its next session as an amendment or supplement to the "Wright Act," placing the power of districts to sell or lease such part of its water rights and water works, outside of the districts, as shall be found unnecessary for the use of the districts, beyond question.

It is understood that the district hereby reserves the right to withdraw the foregoing proposals at any time, without notice, before the same are or either of them is accepted by the City of San Diego.

REPORT ON THE LINDA VISTA DISTRICT.

Gentlemen:

This is to certify that I have examined the Linda Vista Irrigation District with the following results:

LOCATION. Near the City of San Diego; San Diego County, State of California.

DIMENSIONS. Greatest North and South, 12 miles; east and west 9 miles.

GENERAL FEATURES. The District possesses many advantages of location, the southern part being only about three miles from the Bay of San Diego, and all of it from three to twelve miles from the coast (Pacific). The Santa Fe Railroad runs through the north-west corner of it; a station being located on the tract.

The Pacific Beach R. R. runs along the western edge and can be easily extended through it.

ELEVATION. Above sea level is from 200 to 560 feet.

POPULATION. There are very few people actually living in the District now, probably not over 200. This is due, however, to the fact that it is impossible to get wells at any reasonable depth on this mesa, and water cannot be brought from the mountains except by the district's plan. The district, is, however, owned by the people living most of them in San Diego, or near by, who are determined to have the water brought upon their lands in order that their homes may be built there. As soon as the water reaches the edge of the District it will have a population of 500 or 600 people building homes the first three months, and will rapidly increase. The people owning the lands

laid out
City of Linda Vista
Miscellaneous

are abundantly able to pay their assessments and are anxious that the water shall be brought so that their fruit trees can be planted and the district built up. As shown by the accompanying maps this district extends into the limits of the Pueblo of the San Diego itself, and will be very desirable fine residence portion of that city.

It is capable when irrigated of sustaining a dense population, similar to that of Riverside, California.

L A N D.

Character. Mesa land; about 5% of which is rough. Ravines run in a direction favorable to the distribution of the water and will themselves be planted in vines and fruits. SOILS, are the famous redlands of the state, rich in the elements of plant food.

GRADE. The land slopes west and south about 20 feet to the mile.

HOLDINGS. Generally small, from town lots to ten acres, the largest holding being 5,000 acres.

VALUE PER ACRE WITHOUT WATER \$2.50 to \$8.00. The land in California that are most valuable with irrigation are generally the most worthless without.

VALUE PER ACRE WITH WATER. \$200 to \$300 to start with; but irrigated lands planted in citrus fruits rise in value very rapidly in California and at the end of five years often sell readily from \$800 to \$1,000 per acre.

IRRIGATION SEASON. February to August, according to crop.

A C R E A G E.

TOTAL 42,600 acres.

CULTIVATED a very small per cent; practically none now.

CAPABLE OF CULTIVATION. All. About 3,000 acres will need terracing, a desirable portion for vines.

COVERED BY IRRIGATION SYSTEM. All.

PROPOSED SYSTEM.

The proposed irrigation system as fully described in the accompanying reports consists of three reservoirs with a capacity of 5,000 miners (Cal') inches flow.

Contract has been let for the construction of the Pomo Valley Dam to a height that will give a supply of 500 miners inches flow the first season. This dam will be connected with the lands by pipes and ditches of full capacity for the district, the dam to be raised to that capacity later on. The dam as planned now is 50 feet high, top 10 feet wide, inner slope 1 to 10, outer slope 1/2 horizontal to 1 vertical; all to be built of unranged rubble similar to the Sweetwater Dam.

In connections with the lands there will be used 5,280 feet of 33 inch steel pipe for inverted syphon in crossing Santa Maria & Penasquitas creeks; 32,000 feet of open ditch of cobble stones laid in cement; and 17 miles of wooden (redwood Colorado pattern) pipe 1 5/8 inches thick and 44 inches in diameter. The ditch and wooden pipes line will deliver the water at the initial point on the north-east corner of the district; from which the water will be delivered over the district by lateral ditches.

From the dam to the initial point is from 22 to 28 miles according to the use of direct pipe, or a combination of flume and pipe. For full discussion of the proposed dams and pipe line see Engineer's report in accompanying pamphlet. The dam site chosen is an excellent one, there being a strong outcrop and granite on both sides with but little stripping to bed

rock, and excellent waste way to one side of dam. A dam can be safely built at this point 175 feet if desired. As the object of my examination was to see what had been done and to report on the present condition of affairs; and not to make plans for the guidance of the district, I did not go into the details of the different dams, as exhaustively as would have been necessary to in order to decide which form of dam is best in this particular instance, under all the conditions to be considered, but the impression received was that the loose rock-filled dam with water tight inner face was the most economical and best adapted to the situation. The present contract covers dam 50 feet high, similar to the Sweetwater in construction and the combined pipe and ditch line, and is let for \$382,607. This plan is safe and will do what is desired and is only open to the criticism of unnecessary cost.

WATER SUPPLY.

SOURCE. From the Santa Isabel and Pamo creeks, just below where they join forming the San Dieguito River.

WATER SHED. Santa Isabel and Pamo creeks 122 square miles. They have also the Santa Maria river water shed of 60 square miles that can be made available by turning into this system. Three-fourths of the Santa Isabel water shed is from 3000 to 5000 feet above sea level, draining the Volcan Mountains, and the Mesa Grande Mountains.

RAINFALL. At Julian about 15 miles away, and at an elevation of 4000 feet as follows:

1879 to 1880	30.63	inches
1880 to 1881	25.89	"
1881 to 1882	29.28	"
1882 to 1883	41.31	"
1883 to 1884	61.42	"

and at Cuyamaca 400 feet higher in same range and not far

distant the rainfall was Jan. to May 1888 22.86

1888 to 1889 53.25

1889 to 1890 68.57

The snow lies deep upon the Pamo dam water shed and it is conservative to estimate 50% of a fall of 30 inches annually or 19,600,000,000 gallons annually, or more than the capacity of the dam and evaporation at its highest elevation.

RESERVOIRS. While the Pamo dam is the only one now in consideration for use the district have purchased and own the Santa Maria Valley dam site 1,300 feet above sea level; and the Dye Valley dam 2,200 feet elevation. The Santa Maria has a water shed of 60 square miles, and the proposed dam of 70 feet would fill a reservoir of about 4 billion gallons. The Dye Valley I did not examine, but it is said to have a capacity equal to the Santa Maria.

The capacity of the Pamo reservoir is as follows:-

Contour.	Gallons.	Total Gallons.
0 to 10 feet	1,579,725	1,579,725
10 to 20 "	6,180,510	1,579,725
20 to 30 "	16,218,030	17,760,235
30 to 40 "	42,659,460	23,978,265
40 to 50 "	75,978,450	60,637,725
50 to 60 "	107,299,220	142,616,175
60 to 70 "	154,745,100	249,914,395
70 to 80 "	260,046,120	404,660,495
80 to 90 "	412,421,650	664,706,615
90 to 100 "	578,830,320	1,077,128,265
100 to 110 "	764,431,500	1,655,958,585
110 to 120 "	977,217,630	2,420,390,085
120 to 130 "	1,205,504,190	3,397,607,715
130 to 140 "	<u>1,434,064,200</u>	<u>4,603,111,905</u>
	6,037,176,105	6,037,176,105

The 6 billion gallons will give all the water required during the irrigation season on the District, about 100 days.

DUTY OF WATER. For citrus fruits the smallest amount of water provided should be not less than 1 miners inch to 10 acres.

VALUE OF WATER. When the district canvassed this question they were asked \$350 per inch for water that could be brought only on a portion of the land.

D I S T R I C T B O N D S.

The District has complied with all of the requirements of the State laws. It contains within itself all the conditions necessary to the successful carrying out of all the features proposed in connection with the bonds. The Superior Court of San Diego has declared that the District was legally organized and the bonds legally issued.

Decree December 31, 1891. No appeal has been taken.

DISTRICT ORGANIZED August 24th, 1891. Votes "Yes" 51, "No" 8.

BONDS VOTED Nov. 28, 1891. Votes "Yes" 50, voted "No" 5.

ACRES IN DISTRICT, 42,600.

BONDS PER ACRE, \$23.47.

ASSESSMENT LAST MAY 4, 1892. Votes "Yes" 31, "No" 12.

Amounts as follows:-

General Fund	(Rate \$342.)	\$15,000.00
Bond Fund	(" 1.861)	9,600.00
	Total	<hr/>
		\$24,600.00

Total Rate \$5.281.

TOTAL assessed valuation of land in district \$515,837.59

Average assessed valuation per acre \$12.28.

STATE and County assessments for several years have been 2 1/2% on an average valuation of \$10 per acre; about 1/3 of the district being within the limits of the Pueblo of San Diego.

LOWEST ASSESSMENT for State and County, was less than 100 acres assessed at a valuation of \$2.50 per acre.

DELINQUENTS are few and below legal limits.

ISSUE OFFERED \$1,000,000. This includes \$164,500 paid for reservoirs, water rights, surveys, and other expenses but not delivered; being pooled to go with main issue.

SECURITY. Mortgage on 42,600 acres of land. 1760 acres of reservoir sites, and the water system and the water rights.

PURPOSE OF ISSUE, to build the irrigation system.

Dated Jan. 1st, 1892.

P A Y A B L E.

SERIES

1	100	bonds mature in	11 years	\$50,000
2	120	"	" 12 "	60,000
3	140	"	" 13 "	70,000
4	160	"	" 14 "	80,000
5	180	"	" 15 "	90,000
6	200	"	" 16 "	100,000
7	220	"	" 17 "	110,000
8	260	"	" 18 "	130,000
9	300	"	" 19 "	150,000
10	320	"	" 20 "	160,000
		Total		\$1,000,000

OPTION OF PAYMENT, None.

DENOMINATION, \$500.

INTEREST, 6% payable semi-annually.

PAYABLE at office of District at San Diego, California.

Payable in gold coin of U. S. Standard fineness.

ACTUAL VALUATION of land irrigated \$1,000,000.

ACTUAL VALUATION of system completed, \$1,000,000
\$2,000,000

REVENUE, none yet, except assessments; but all ready to build.

WATER SOLD, None.

TOTAL MORTGAGES outside of these bonds, on District about
\$20,000.

LOANS made by local banks at 1/4 of valuation.

G R O P S.

The region around San Diego is so well known as a fruit

country, especially for oranges, lemons and raisins that it is not necessary to dwell upon this point. The lands of this district will raise in perfection nearly all kinds of fruit that are grown in California, especially oranges, lemons, limes, nectarines, figs, olives, peaches, pears, apricots, and many others.

MARKETS. This district has the same markets as the rest of California for the fruits; possessing however, the advantage of being at the port of San Diego, and having the prospect of another railroad soon from the east.

- - - - -

I enclose with this, map of the district showing distribution system; also map of the county showing position of the district.

I have on file in my office maps of dams and the various engineering data,

I enclose also "Prospectus of the Linda Vista Irrigation District", published by the Officers of the District, and containing reports of engineers, decree of Court, etc.

Respectfully submitted,

G. E. Bailey,

Irrigation Engineer,

Examiner.

#1233 Unity Building, Chicago, February 16th, 1893.

2/27/93

BIDDERS' BLANK:

TENDER FOR WOOD PIPE AND OTHER MATERIALS.

To the Board of Directors of the Linda Vista Irrigation District
of San Diego County, California.

Gentlemen:-

We, the undersigned, hereby make the following tender to the Linda Vista Irrigation District to furnish said District for its water Distributing System with the following sizes of Wood pipe and lay the same as per drawings and specifications prepared by the Engineer and adopted by your honorable body:

For Wood Pipe complete; bands spaced one foot apart

Dia. of Bands	Internal Dia. of pipe	Approx. No. of feet	Rate per foot	Total am'ts.	Sum Total
1/2 inch	44 inches	10,000	\$2.62	\$26,220.	\$ *
1/2 "	33 "	8,480	\$2.36	19,504.	
1/2 "	24 "	23.000	1.61	37,030.	
1/2 "	20 "	10.560	1.43	15,100.80	
3/8 "	16 "	36.960	1.09	40.286.40	
3/8 "	12 "	31.640	.86	27210.40	
					165,351.60

EXTRA BANDS, SHOES ETC . INCLUDING ALL WORK INCIDENTAL THERETO:

1,400 1/2-inch bands for 44-inch pipe the sum of \$51 ³ / ₄	per each band	\$724.00
1,400 Malleable iron shoes for 44-inch pipe the sum of \$24 ¹ / ₂	per each shoe	483.00 *
1,050 1/2-inch bands for 33-inch pipe the sum of \$46	per each band	483.00
1,050 Malleable iron shoes for 33-inch pipe the sum of \$32	per each shoe	338.10 *
8,500 1/2-inch bands for 24-inch pipe the sum of \$37	per each band	3,445.00

		5-17360	16535-1.60
8,500 Malleable iron shoes for 24-inch pipe the sum of \$.28	per each shoe	2380.	
1,150 1/2 inch bands for 20-inch pipe the sum of \$.34 $\frac{1}{2}$	per each band	397.75*	
1,150 Malleable iron shoes for 20-inch pipe the sum of \$.26	per each shoe	299.	*
11,000 3/8-inch bands for 16-inch pipe the sum of \$.23	per each band	2530.	
11,000 Malleable iron shoes for 16-inch pipe the sum of \$.18	per each shoe	1980.	
9,500 3/8-inch bands for 12-inch pipe the sum of \$.17	per each band	1615.	
9,500 Malleable iron shoes for 12-inch pipe the sum of \$.17	per each shoe.	<u>1615</u>	15.990.35
16 air valves 2-inch diameter complete the sum of \$ 13.50	for each	217.	*
30 air valves 1 1/2-inch diameter complete the sum of \$ 12.00	for each	360.	
14 air valves 1-inch diameter complete the sum of \$ 10 $\frac{75}{100}$	for each	150.50	
6 outlets 4-inch diameter complete the sum of \$ 21 $\frac{60}{100}$	for each	126.	
10 outlets 6-inch diameter complete the sum of \$ 34 $\frac{00}{100}$	for each	340.	
12 outlets 8-inch diameter complete the sum of \$ 46 $\frac{00}{100}$	for each	552.	
8 outlets 10-inch diameter complete the sum of \$ 62 $\frac{00}{100}$	for each	496	
6 outlets 12-inch dia. complete the sum of \$ 73 $\frac{00}{100}$	for each	438,	
		26.49.50	1-81341.95

14 blow-offs 4-inch diameter complete		2649.50	181341.95
the sum of \$28. ⁰⁰	per each	392,	
4 blow-offs 6-inch diameter complete		160	
the sum of \$40 ⁰⁰	for each		
4 Elbows for 44-inch wood pipe		92.	
the sum of \$23 ⁰⁰	for each	<u>3323.50</u>	3323.50
FOR EXCAVATING AND BACK-FILLING THE TRENCHES FOR THE ABOVE PIPE AS PER SPECIFICATIONS:			
10,000 linear feet for the 44-inch pipe			
the sum of \$40 ⁴	per foot	4000.	
8,480 linear feet for the 33-inch pipe			
the sum of \$30 ⁴	per foot	2544,	
23,000 linear feet for the 24-inch pipe			
the sum of \$20 ⁴	per foot	4600.	
10,560 linear feet for the 20-inch pipe			
the sum of \$17 ⁴	per foot	1795.20	
36,960 linear feet for the 16-inch pipe			
the sum of \$14 ⁴	per foot	5174.40	
31,640 linear feet for the 12-inch pipe			
the sum of \$10	per foot	<u>3164.00</u>	21277.60
Also for the furnishing and laying of the following material as per specifications:			
9,000 feet No.14 8-inch steel pipe			
the sum of \$.60	per foot	5400.00	
12,000 feet No.14 12-inch steel pipe		9600.	
the sum of \$.80 ⁴	per foot		
8,500 feet No.14 15-inch steel pipe			
the sum of \$.95	per foot	8075.00	
4,000 feet No.14 18-inch steel pipe			
the sum of \$1.20	per foot	4800.	
9,500 feet 10-inch Bituminous pipe			
the sum of \$.50	per foot	4750.	

		205943,05
7,000 feet 12-inch Bituminous pipe		32625.
the sum of \$,.70 per foot	4900.	
11,000 feet 10-inch Vitrified pipe		
the sum of \$.70 per foot	7700.	
7,000 feet 12-inch Vitrified pipe		
the sum of \$.85 per foot	5950.	
8,000 feet 16-inch Vitrified pipe		
the sum of \$1.28 per foot	10240.	
9,000 feet 8-inch wood pipe		
the sum of \$.60 per foot	5400.	
15,000 feet 10-inch wood pipe		
the sum of \$.70 per foot	10500.	77315.00
		77345 #283,258.05

The air valves, Outlets and blow-offs for the Steel and Bituminous pipe to be furnished ~~bgmplete~~ and encased for the same price as stipulated for the above wood pipe.

*Goodbody & Sawyer
By J. D. P. Goodbody*

LAW OFFICES
OF
FRANK W. GOODBODY,
ROOMS 1 & 2 M. E. CHURCH BLOCK.

SAN DIEGO, CALIFORNIA,.....Feb. 27,.....1895.

The undersigned hereby stipulate, agree and guaranty unto the Linda Vista Irrigation District that if the contract to perform labor and furnish materials mentioned and specified in the "Notice to Contractors" hereto attached, or to perform or furnish any portion thereof, shall be awarded to them, that within ten days after notice, that said contract has been awarded to them, they will enter into a written contract to furnish the materials and perform the labor so awarded to them, and give the security therefor required in said notice.

*Goodbody & Sons
By Order of Goodbody*

Reidens
Riding

Officer in charge

Section commanding

Detached officer

Officer in charge 8/9/8

Officer in charge
Sergeant Major
Sergeant

In the Superior Court of the County
of San Diego State of California.

By M. Lino & A. Harper
G.A. Silwyn and H.B. Allison
Plaintiffs

VS

Board of Directors of Linda
Vista Irrigation District, William
H. Short Akyor and W.H.
Pierce Collector of Linda
Vista Irrigation District
Defendants

Plaintiffs Complain
of Defendants and allege That Plaintiffs
are the respective owners by title of the
following tracts of Land situated in the
County of San Diego State of California
and within the boundary of what is known
and hereinafter more fully described
as the Linda Vista Irrigation District,
as follows: the said James M.
Lino, one of the Plaintiffs herein of a tract
of One thousand four hundred and
Ninety one acres designated as Lot
72, upon the map filed with the report
of the assessors in the Superior Court of
said County, in the case of Lino et al
vs. Commercial Bank of San Diego et al
Defendant, of a tract of five thousand

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and fifty three $\frac{1}{100}$ ($553\frac{1}{100}$) acres design-
ated as lot 98 upon said map; of
a tract of Seven thousand six hundred
and Seventy four $\frac{85}{100}$ ($7674\frac{85}{100}$) acres
designated as lot 73 upon said map,
some 370 thousand two hundred and
forty acres of which said last named
tract are included within the boundary
of said District viz West $\frac{1}{2}$ of Section
16 South $\frac{3}{4}$ of Section 17, west $\frac{1}{2}$ of
Section 21, Section 20 N.W. $\frac{1}{4}$ Section 18
and North $\frac{1}{2}$ Section 29; of a tract of
One hundred and forty eight acres design-
ated as Lot 75 upon said map; the
said E.A. Harper one of the Plaintiffs
herein of a tract of three hundred and
four $\frac{52}{100}$ ($304\frac{52}{100}$) acres designated as Lot
37 upon said map; the said G.A.
Silwyn one of the Plaintiff herein of
the following Pueblo lots of the City of
San Diego, to wit, East half of Lot No 1223
containing Eighty acres, Lot No 1229 con-
taining 152 acres, Lots Nos 1235, 1236 and
1237 each containing 160 acres, Lot No 1238
containing $56\frac{66}{100}$ acres, Lots Nos 1302, 1303
and 1308 each containing 160 acres and
the west half of Lots Nos 1300 and 1301 con-
taining 160 acres; the said St. B. Allison, one
of the plaintiffs herein, of a tract of 370
hundred and fifty seven $\frac{90}{100}$ acres, designated
as Lot 40 upon the map herein first des-

3

cribed.

That none of the Plaintiff are residents of nor have any of them at any time herebefore been residents of the said described Linda Vista Irrigation District

2. that the defendant the said Board of Directors of Linda Vista Irrigation District is composed of five members to wit; D. Cane, John B. Harding, J. P. Jones, G. S. McDougall and L. Outcalt; that the said D. Cane is the President of said Board of Directors; that one George K. Phillips is the Secretary thereof

3. Plaintiffs allege that on the 7th day of July in the year 1891 the Board of Supervisors of said County of San Diego, upon petition presented to said Board purporting to be signed by a large number of persons viz., 63, representing themselves to be Holders of title, or evidence of title, to lands within the boundaries of the proposed Irrigation District thereafter described by metes and bounds and as situate in said County of San Diego and praying therein to have said certain territory including within its boundaries the lands of which petitioners claimed to be the Holders of title or evidence of title (and which embraced within its boundaries a large area of other lands including therein the lands of the plaintiffs described herein) organized as an Irrigation

4

District under the provisions of an act of the Legislature of the State of California approved March 7th 1887 and acts amendatory thereto and supplemental thereto as prayed for in said petition and under the provisions of said Statute made an order dividing the proposed Irrigation District into five divisions describing each of the same by metes and bounds and further ordered that an election be held in said proposed Irrigation District on the 15th day of August 1891 for the purpose of determining whether or not said District should be organized and to fill the various elective offices of said District if it be organized, to wit; among others a Board of five Directors one to be voted for and elected by each of the five divisions of said District and establishing five election precincts therein corresponding by metes and bounds and boundaries with the five divisions of said proposed district and directing that due and legal notice should be given of said election by publication in a daily newspaper printed and published in said County for at least three weeks prior thereto and be posted for the same length of time in a conspicuous place in each of the five divisions of said proposed District, that pursuant thereto as plaintiffs are informed and believe and allege an election was

claimed to have been held within the
limits of said proposed Irrigation District
on the said 15th day of August 1891 and
the proposition for or against the organization
of said proposed District and also the names
of persons to fill the several offices in
the event of the organization of such
District voted for thereof - That thereafter
to wit: on the 24th day of August 1891 the
Board of Supervisors of said County met
and proceeded to canvass the votes cast
at the said election and to declare the
results thereof and found upon the canvass
of said votes that 51 votes were cast at
said election in favor of the organization
of said District and 8 votes against such
organization. and thereupon said Board
of Supervisors ordered that the said
Territory, as described in the petition there-
-tofore filed and hereinbefore referred to, bound-
-ed and described as follows, to wit: Com-
mencing at the N.E. corner of section 30
Township 14 S. R. 2. W. on the South line of
the Ranchos de los penas quidas according to
the official ^{map} thereof recorded in the Recorders
office of San Diego County in book 2 of Plat-
ents page 385, thence running West and South
westly, and again West on a broken line

Here follows description of District
boundaries as per ^{printed} records (Linda Vista Irrigation
District) page 3 -
all being situated in the County of

etc.

(4)

San Diego State of California
(including within the boundaries thereof the
lands of the plaintiffs hereinbefore described)
be declared duly organized as an Irrigation
District under the name and style of
the Linda Vista Irrigation District and
further found and declared the following.
Persons duly elected to the several offices
for said Irrigation District as follows,
to wit: Director of Division Number one
Alvah A. Mullay, Director of Division num-
bers two John R. Hastings, Director of
Division number four James P. Jones
Director of Division number five J. C.
McDonald and also certain others to
the offices of ~~the~~ ^{the} Afore collector and
Treasurer and further declared on said
order that there was no director elected
in said division number three of said
District nor was any director appoin-
ted by the Board of Supervisors aforesaid
from or for the said Division number three
and ordered that certificates of election
be issued to the persons so declared
elected.

(4)

Plaintiffs allege and aver that
the petition praying for the organization
of said proposed Linda Vista Irrigation
District presented to the said Board of
Supervisors was not signed by fifty
holders, nor by a majority of the

holders then or at any time owning
land within the proposed Irrigation District.
(a). That due and legal notice of the
election to be held within the territory
of said proposed Irrigation District for
determining whether or not the same
should be organized as such district
and to fill the various elective offices there-
of in the event of such district being or-
ganized was not given in accordance
with the requirements of the statute providing
for the organization of Irrigation Districts
either by publication or by posting in
a conspicuous place in each of the five
divisions of said proposed District for
at least three weeks prior to said election
(b) That at said election claimed to have
been held within the boundaries of said
proposed Linda Vista Irrigation District
to wit, of date the said 11th day of August
1891 as directed in the order of said Board
of Supervisors for the purpose of voting
upon the proposition for and against the
organization of said Irrigation District
and likewise to vote for the several persons
candidates for the several offices created
by law for conducting the business of
such district if organized and at
which said election qualified and legal
electors only actual residents within the
boundaries of the proposed Irrigation District
were entitled to vote under the act pro-

viding for the organization of such district.
Plaintiffs allege upon information and
belief that a large number, to wit, more
than one half of all of the ballots cast
at the said election were voted or cast
by persons who were not qualified elect-
ors or legal and bona fide residents with-
in the boundaries of the said proposed Linda
Vista Irrigation District at the time of the
said election, that each of the said
persons who voted at the said election
and who were not legal and bona fide
residents of said proposed District at the
time of such election plaintiffs allege
upon information and belief cast or voted
the ballot "Irrigation District Yes" or words
equivalent thereto, and that each of the
said ballots so cast were counted in favor
of and for the organization of the said
District, that each of the said ballots
so cast was illegal and fraudulent
(c) Plaintiffs further allege upon informa-
tion and belief that a large number of
persons, to wit, more than twenty not
residents within the boundaries of the proposed
Linda Vista Irrigation District, were induced
by certain persons, ^{interested} in having said proposed
District organized as an Irrigation District
to go within the boundaries of said proposed
District a short time prior to the said
election, to, therein for the purpose of voting
upon the proposition for the organization

of said District as an Irrigation District
as aforesaid and to remain therein until
the date of said election, to wit, the 15th
day of August 1891 for the express purpose
of voting at said election for the organ-
ization of the said District; that such
persons did go into the said proposed Dis-
trict a short time prior to the date fixed
for holding the said election and re-
mained therein for the purpose aforesaid
and without becoming bona fide residents
within the boundaries of the said Proposed Irrigation District,
voted at the said election held therein
for the purpose aforesaid of date to wit,
the 15th day of August 1891, and that such
of said persons cast his ballot in favor
of the organization of said Irrigation Dis-
trict, viz: "Irrigation District Yes" or words
equivalent thereto and that each of said
ballots so cast was counted in favor of
and for the organization of the said Dis-
trict, that each of said votes so cast was
illegal and fraudulent and the said election
so held was in consequence void.

(d) Plaintiff further allege that of all of the
ballots cast or voted at the said election
in said proposed District of date the said
15th day of August 1891 more than one third
of all the ballots cast or voted thereof by
those who at the time of the said election
were actual bona fide residents within the
boundaries of the proposed Linda Vista Irri-

gation District were cast or voted to
"Irrigation District No" or words equivalent
thereto and that at least two thirds of all
the ballots or votes cast at said election
by those persons who were qualified and
entitled to vote in said proposed Irriga-
tion District being electors and bona
fide residents thereof at the time of said
election, to wit, the said 15th day of August
1891 did not cast each his ballot or vote
containing the words "Irrigation District Yes"
or words equivalent thereto as required
by the statute in order to the organization of
an Irrigation District

(e) Plaintiff further allege upon information
and belief that the said John R. Headings
declared elected a director of and from
Division Number two of said Linda Vista
Irrigation District by the said Board of
Supervisors of the County of San Diego
as aforesaid was at the time of the
holding of the said election, to wit, the
15th day of August 1891 a duly appointed
and acting inspector of the election then
being held in the Second election precinct
in Division Number Two of said District
that he was an acting Inspector at such
election and at the same time a can-
didate for the office of director of said
Division Number Two and was voted for
at the said election for the said office
and afterwards declared elected thereto

11 that at the said election held in division
1 and precinct number one of said proposed
2 Irrigation District One D.W. Rannells
3 was at the time of the holding of the
4 said election, to wit; the 15th day of
5 August 1891 a duly appointed and
6 acting clerk at the election then being
7 held and while acting as such clerk
8 was at the same time a candidate
9 for the office of treasurer of the
10 said proposed Irrigation District
11 and at such election as held was
12 voted for the said office of Treasurer and
13 was afterwards declared elected to the said
14 office - that at the said election held in division
15 and precinct number two of said pro-
16 posed Irrigation District one William
17 H. Short was at the time of the holding
18 of the said election, to wit; the 15th day of
19 August 1891 a duly appointed and acting
20 clerk at the election then being held and
21 while acting as such clerk was at the
22 same time a candidate for the office of
23 Afore of the said proposed Irrigation District
24 and at such election as held was voted for
25 for the said office of Afore and was afterwards declared
held was voted for for the said office
of Afore and was afterwards declared
elected to the said office.
that at the said election held in division
and precinct number four of said
proposed Irrigation District One James
P. Jones was at the time of the holding

12 of the said election, to wit; the 15th day of
August 1891 a duly appointed and acting
Inspector at the election then being held
in said election precinct ~~one~~ No. Four of said
district and while acting as such Inspector
was at the same time a candidate for the
office of Director in and for division No.
Four aforesaid and at such election as
held was voted for for the said office
of Director in and for division No. four
and was afterwards declared elected to the
said office
That at the said election held in division
and precinct No Five of said proposed
Irrigation District one J.S. McDonald was
at the time of the holding of the said elec-
tion, to wit; the 15th day of August 1891 a
duly appointed and acting Inspector at
the election then being held in election
precinct No Five of said district and while
acting as such ~~an~~ Inspector was at the
same time a candidate for the office
of Director in and for said division
Number Five and at such election
as held was voted for for the said
office of Director in and for said division
number Five and was afterwards declared
elected to the said office
Wherefore Plaintiff's Allege that the
said election as held on the 15th day of
August 1891 within the boundaries of
the said proposed Irrigation District

District as aforesaid was void
and said proposed Irrigation District
should not have been declared organized

Plaintiff further allege upon information and belief that the said James O Jones so declared elected a Director of and from Division Number Four of said Linda Vista Irrigation District by the said Board of Supervisors of the County of San Diego as aforesaid was not at the time of the said election, to wit, the 10th day of August 1891 residing within nor at any time since then has he resided within the boundaries of said Linda Vista Irrigation District, as required by the provisions of the said Statute aforesaid that his election to the said office was void and he was therefore disqualified to act as a Director of said District.

5. Plaintiff further allege that the several persons appearing to have been elected to the offices of Director of the following divisions of said Irrigation District, viz; Numbers one, Two, Four and Five after first qualifying attempted to enter upon the duties of the respective offices to which they claim to have been elected that of date the 31st day of August 1891 said Directors declared elected from said Divisions numbers One, Two, Four and Five (no Director

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having at that time nor at any time prior thereto been elected or appointed from the said Division number three of said district) at a meeting held by them pretended or attempted to organize as a Board of Directors of the said Linda Vista Irrigation District by electing the said James O Jones Chairman to have been elected Director of and from said Division Number Four of said District President thereof and one G K Phillips as Secretary thereof and thereupon proceeded to act in the capacity of and to discharge duties devolving upon a Board of Directors of an Irrigation District.

(a) Since which pretended organization as a Board of Directors of said Linda Vista Irrigation District said persons assuming to act as such Board of Directors of said District have incurred large and burdensome indebtedness against the said District, to wit, have issued bonds of the said District in the amount of \$1,000,000. have purchased a Water right or system paying therefore \$160,000, with a portion of the said bonds issued as aforesaid without any benefit to the said District or to the lands of the Plaintiffs being derived therefrom and without the probability of any benefit being derived therefrom in the future.

That the said persons acting as

1 Such Board of Directors for said District
2 have levied large and burdensome assessments
3 at different times upon the real property
4 situate within the boundaries of said Irriga-
5 tion District including therein the lands
6 of the Plaintiffs hereinbefore described, to wit,
7 of date September 6th 1892, an assessment
8 of \$15,000.⁰⁰ and an additional assessment
9 of \$9,600⁰⁰ that said lands of Plaintiff
10 were afterwards, to wit, on the 26th day of
11 December 1892 returned delinquent for
12 the non payment of the said assessment
13 levied thereon and were thereafter, to wit,
14 of date the 23d day of February 1893 or
15 thereabouts sold at public auction for
16 the said assessment together with costs
17 and per centage by the Collector of the
18 District to the great loss and damage
19 of Plaintiff whether they esteem same
20 or not.

21 That said persons assuming to act
22 as a Board of Directors of said Irrigation
23 District levied an assessment for \$3000.⁰⁰ of
24 date the 6th day of June 1893 upon the
25 real property of said District including the
26 lands of the Plaintiffs described herein
27 that said Assessment appears as a lien
28 upon the said lands of the Plaintiffs herein,
29 that unless the said assessment is paid
the said lands of the Plaintiffs described
30 herein will be returned delinquent and
31 sold by the Collector of the District to

32 the great loss and damage of the plaintiffs
33 Therefore Plaintiff pray that the court
34 will adjudge order and decree that the
35 said election held within the limits of
36 the so called Linda Vista Irrigation District
37 of date the said 10th day of August 1891
38 pursuant to the proclamation of Notice
39 of the Board of Supervisors of the said
40 County of San Diego for the holding thereof
41 for the purpose of determining whether
42 or not the said proposed territory should
43 be organized as an Irrigation District,
44 fraudulent and void.

45 That the Court ~~decrese~~ that the subsequent
46 proceedings had by the said Board of Supervisors
47 in relation thereto, and the order made by
48 the said Board of Supervisors and entered
49 on its minutes declaring such territory
50 duly organized as an Irrigation District
51 under the name and style of the Linda Vista Irrigation
52 District and declaring the persons receiving respectively
53 the highest number of votes for the several offices
54 duly elected to such offices, null and void.

55 That the Court decree the purported or-
56 ganization of the so called Board of Directors of said
57 so called Linda Vista Irrigation District and all
58 of the acts and proceedings had by said so
59 called Board of Directors then and at
60 all times since null and void.

61 That upon the hearing hereof the
62 Court will grant an injunction restraining
63 the several so called Directors of said District

17706 April 11, A.D. one

Orphan Court
County of San Diego

San Marcos

To

Court of Admiralty of
San Diego
District of San Diego

Complaint

Attest
August 1st
1793
William Arnold
Court
Attell
atty clnt

from laying further affidavits upon the real
property of the District and upon the
lands of the Plaintiff as described
hersin, and restraining the Defendant
William H. Short Collector of the said District
from further affixing the real property of
the Plaintiff herein and restraining the
defendant W. H. Pierce Collector of said
District from making deeds conveying the
lands of the Plaintiff herein to the pur-
chasers of said lands or their assignees,
and further restraining the said Collector
from collecting any further affidavits that
have been levied against the said lands
of Plaintiff also restraining him from
~~returning~~ the said lands delinquent and
from selling the same.

And Plaintiff pray for such other and
general relief as to the Court may
seem meet and just, and for the
costs of suit.

Thos J. Arnold
Attorney for Plaintiff

Aug 18 1924

To the Board of Directors of the Linda Vista Irrigation District.

Gentlemen:-

We hereby propose to construct that portion of the work hereinafter specified for the prices indicated in the several items, and if the contract for all of the said work is awarded to us, to make, execute and deliver to said District the contract and bond therefor prescribed by law, and the advertisement and instructions to bidders and the specifications therein referred to, within fifteen days after due notice of such award, and in case of such award to us, to well and faithfully perform such work, and furnish such materials for sums named below, and at the times and in accordance and on the terms prescribed in said advertisement, instructions, plans and specifications.

We further agree that in the event of such award to us and default on our part in executing such contract and bond, that we agree to, and do hold ourselves liable to the Directors of said District in the sum of one thousand Dollars \$1000⁰⁰, but payment thereon shall not release us from the obligation to execute said contract and bond, and perform said work and furnish said materials.

Address:

J. R. Wade WT Barrett
J. R. Wade 1427 Front St San Diego Cal.
WT Barrett National City

BIDDER'S BLANK.

TENDER FOR LABOR AND OTHER MATERIALS.

To the Board of Directors of the Linda Vista Irrigation District
of San Diego County, Calif.

Gentlemen:-

the undersigned hereby make the
following tender to the Linda Vista Irrigation District to furnish
said District for its system of water works with the following
labor and materials and lay and construct the same as per plans
and specifications prepared by your Engineer and adopted by your

Body: Pamo Dam.

3700	cu yds excavation in trench on dam site the sum of \$ 0. <u>50</u> per cu yd,	1,850
500	cu yds of striping dam site the sum of \$ 0. <u>35</u> per cu yd,	.175
1200	cu yds concrete masonry in cut off wall the sum of \$ 9. <u>00</u> per cu yd,	10,800
5710	cu yds concrete masonry on lower face, the sum of \$ 2. <u>50</u> per cu yd,	48,555
805	cu yds asphalt concrete on water face the sum of \$ 12. <u>00</u> per cu yd,	10,062 50
750	cu yds culvert masonry, the sum of \$ 9. <u>50</u> per cu yd,	7,025
20000	cu yds rock facing hand laid, the sum of \$ 2. <u>75</u> per cu yd,	55,000
73000	cu yds loose rock fill in dam, the sum of \$ 1. <u>37</u> per cu yd,	99,060

23 23.27 30

18000	cu yds sand, gravel and earth in dam, the sum of \$ 0.35 per cu yd.	6,300
140 M	ft B.M. redwood plank (in place) on water face, the sum of \$ 63.00 per M.	8,820
16 M	ft B.M. redwood timbers (in place) on water face, the sum of \$ 52.00 per M.	830
33 M	ft B.M. redwood plank (in place) top of dam, the sum of \$ 61.00 per M.	2,013
4 M	ft B.M. redwood rimbers (in place) top of dam, the sum of \$ 52.00 per M.	208
600	cu yds concrete masonry in Inlet Tower, the sum of \$ 9.50 per cu yd.	5,700
4000	pounds of bar iron for anchoring timbers, the sum of \$ 0.05 cts. per pound.	200
7	valves 36" dia. for Inlet Tower (complete) the sum of \$ 464.62 per each,	3,252 ³⁴ /
250	lin ft 3/8" wrought iron outlet pipe, 48" internal dia. the sum of \$ 15.50 per lin ft.	3,875
6050	cu yds of material excavating and removing same from site of waste way, the sum of \$ 0.60 per cu yd.	3,630
60	cu yds concretes used in wasteway, the sum of \$ 8.50 per cu yd.	510
Total for dam, etc. - - - - -		35338-34 232527-50 \$ 267,865.74

CONDUITS.

13200	lin ft redwood pipe 42" diameter, bands spaced one foot apart, (complete), the sum of \$ 250	per linear foot,	33,000
14145	Extra 1/2 inch bands for 42" wood pipe, including all work incidental thereto, the sum of \$ 0.45	per band,	6,365.25
14145	Extra iron shoes for 42" wood pipe, including all work incidental thereto, the sum of \$ 0.20	per shoe,	2,829
13200	lin ft trenching and backfilling for 42" wood pipe, the sum of \$ 0.42	per lin ft,	5,544
10	Blow-offs 4" diameter for 42" wood pipe, the sum of \$ 25.84	per each,	.258 40
14	air valves 2 1/2 in. for 42" wood pipe, the sum of \$ 13.00	per each,	.182
16	cast iron elbows for 42" wood pipe, the sum of \$ 154.00	per each,	2,464
Total for wood pipe,			50,642 65

SANTA MARIA CREEK CROSSING.

1450	lin ft No 5 W.G. 36" iron pipe, the sum of \$ 7.10	per linear foot,	10,295
980	lin ft No 6 W.G. 36" iron pipe, the sum of \$ 6.64	per linear foot,	6,507 20
890	lin ft No 8 W.G. 36" iron pipe, the sum of \$ 5.84	per linear foot,	5,197 60
		amt over --	21,999 = 80

440	lin ft No 10 W.G. 36" iron pipe, the sum of \$ 4. <u>91</u> per linear foot,	2,160 40
500	lin ft No 12 W.G. 36" iron pipe, the sum of \$ 4. <u>23</u> per linear foot,	2,115
4260	lin ft trenching and backfilling for the 36" iron pipe, the sum of \$ 0. <u>36</u> per linear foot,	<u>1491</u>
		\$7 66 40
	Total Santa Maria Creek	2,1999 80
		2,7766,20

LOS PENASQUITOS CREEK CROSSING.

500	lin ft No 8 W.G. 36" iron pipe, the sum of \$ 5. <u>84</u> per linear foot,	2,920
400	lin ft No 10 W.G. 36" iron pipe, the sum of \$ 4. <u>91</u> per linear foot,	1,964
500	lin ft No 12 W.G. 36" iron pipe, the sum of \$ 4. <u>23</u> per linear foot,	2,115
1400	lin ft trenching and backfilling for the 36 in iron pipe, the sum of \$ 0. <u>40</u> per linear foot,	<u>569</u>
		7,559
	Total Los Penasquitos Creek,	\$

1492	thousand feet B.M. of redwood lumber for lining bottom and sides of flume, the sum of \$ 67 ⁰⁰ per M.	99,964 00
637	thousand feet B.M. of dimension redwood lumber for flume the sum of \$ 52 ⁰⁰ per M.	33,124
	amt over - - -	133,088 00

240	thousand feet B.M. of lumber for trestles complete and in place, (pine)	
	the sum of \$ 50 ⁰⁰ per M.	12,000
41100	cu yds of earth excavation on the 15 miles of flume line,	
	the sum of \$ 0.25 per cu yd,	10,275
6000	cu yds of loose rock excavation on the 15 miles of flume line,	
	the sum of \$ 0.48 per cu yd,	2,880
1650	cu yds solid rock excavation on 15 miles of flume line,	
	the sum of \$ 1.25 per cu yd,	2,062 50
		27,217.50
		133.086
	Total for flume line, - - - - -	\$ 160,305.50

PAVED DITCH.

26500	cu yds of excavation for ditch,	
	the sum of \$ 0.25 per cu yd,	6,625
52800	lin ft of paved ditch (complete) as per specifications,	
	the sum of \$ 1.25 per linear foot,	66,000
	Total for paved ditch,	72,625 00

Sum Total \$586,764.09

respectfully Yours Wade & Barret

Bid of
Wade & Barnett
for
Constructing Dam & Dam
and
Conduit to District

835
586
249

Aug 23d / 94

LINDA VISTA IRRIGATION DISTRICT.

1894.

To Contractors.

The Linda Vista Irrigation District of San Diego County, State of California, propose to build and construct a portion of a system of Water Works as follows:-

First:- To build a rock fill dam across the channel of the Santa Ysabel River near the point where the stream crosses the west boundary of Section Twenty-seven (27) Township twelve (12) south range one (1) East San Bernardino Base and Meridian.

Second:- To construct conduits to carry water from the above referred to dam to a point in Section Thirty-two (32) Township fourteen (14) south range two (2) west S. B. B. & M.

The above system of water works to be constructed and completed in accordance with the following general and special specifications.

GENERAL SPECIFICATIONS.

All work shall be done under the direction of the Engineer for the District; and in accordance with the plans, specifications and contracts and shall be done in a good, substantial and workmanlike manner and be approved by the Engineer of the District.

In case the Contractor is dissatisfied with the decision of the Engineer in regard to any matter as to estimates, allowances, changes or compliance with the contract, the Contractor may appeal to the Board of Directors of the District at its next regular meeting or its committee in charge before that time and if no such appeal be made at such meeting, or before, the decision of the Engineer shall be conclusive as to all such matters, and whether such appeal is taken or not the decision of the Board of Directors shall be final and conclusive and the Contractor shall not claim or receive payments contrary to such decision. The Engineer and Committee appointed by the Board of Directors shall at all times have the right to inspect the work and materials and the Contractor shall furnish such persons reasonable facilities for obtaining such information as they desire respecting the progress and manner of doing such work and the character of such materials and all other matters and things proper to protect the interests of the District.

The Contractor shall discharge from his service, when required by the Chief Engineer of the District, any disorderly, insubordinate, drunken or incompetent person and refuse to receive into his employ any who may have been discharged for such

causes from other parts of the work.

All materials used shall be of the best quality and kind of the class specified and in good condition at the time they are placed in the work.

All work, materials, and other things necessary shall be done and furnished at the sole expense of the Contractor, unless otherwise specially provided for by the specifications.

The General Specifications shall apply to all work done and materials furnished so far as is applicable thereto and shall control the Special Specifications where they are silent, but in case of a conflict between the general and special specifications the special shall control in the particular work to which it applies, but all work shall be completed in a manner so as to make the same complete, proper and fit for its purpose, notwithstanding any omission from the general or special specifications.

Where any change in work is made from the plans and specifications allowance or deduction shall be made for such change proportionately according to the contract price for the class of work changed or done. All changes in the work shall be noticed to the Contractor by the Engineer a reasonable time before such change is required and no material change shall be made unless first agreed upon and put in writing by the Engineer and the Contractor.

The quantities, the distance and length of the different classes of work and materials hereinafter given are only approximations and will not govern the final estimate of the work. The Contractor will be paid the stipulated price per

linear foot, cubic yard, or other unit of measure given, for work actually done and completed, and shall not claim damage or extra compensation by reason of excess or deficiency in the lengths and quantities hereinafter mentioned.

ENGINEER.

In all cases where the word "Engineer" occurs in connection with the work, the Engineer in charge of construction is meant and his directions shall be obeyed in regard to any of the ordinary operations where they are evidently in accord with the specifications, or when transmitting the orders of his superiors. In other cases they shall be referred to the Chief Engineer, he being the authorized officer at the time acting in that capacity.

CONTRACTOR.

The word "Contractor" applies to and includes all persons contracting jointly; any one of whom shall be considered the authorized agent for and on behalf of his associates and empowered to receive payments of money, and receive and act upon orders.

RIGHT OF WAY, etc.

Any parties under the direction of the Engineer shall be permitted to pass or haul any material required for the work over any section thereof, such persons not interfering with the work of the Contractor any more than is necessary. Right of way and the necessary lands for borrow pits, spoil banks, channels, ditches, roads, quarries, etc. will be provided by the District but any detention caused the Contractor by the failure of the District to provide any portion of the necessary right of way

shall not be made the basis of any charge against the District, but the Contractor shall be entitled to an extension of time equal to the time of said detention for the completion of the work contracted for.

STAKES.

Contractors must carefully preserve bench marks and stakes. In case of neglect to do so they will be held responsible for all damages occasioned by the removal or loss thereof.

FLOODS.

The Contractor shall take all risk from floods and casualties of every description and shall make no charges for detention from such causes, but shall be entitled to a reasonable extension of time for completion of the work contracted for.

MATERIAL.

Only the material taken from or placed within the lines fixed by the Engineer will be paid for and no payment shall be made for excavation or construction except as shown on the plans, drawings and details, unless specially authorized by these specifications or the Engineer.

NATURE OF MATERIALS, etc.

Contractors must satisfy themselves of the nature and general form and surface of the ground; of the quality of the material required for the work; and all matters which can in any way influence their contract and any information upon such matters derived from the plans, profiles, drawings or specifications, or from the Engineer, or his associates, will not in any way relieve the Contractor from all risks or from fulfilling all the terms of his contract.

EXCAVATIONS.

The excavations for the different classes of structures and conduits shall be made according to the plans, lines and stakes furnished by the Engineer from time to time as the work progresses. The excavations to be extended to the grade established by the Engineer.

EXTRA WORK.

No claim for extra work or for work not provided for in these specifications or the contract will be allowed by the Board of Directors unless a written order to perform such work shall have been given by the Engineer, and the work be subsequently certified by him and the certificate with the bill be produced at the time of the demanding the payment of the monthly estimate next after such work shall have been performed.

RESPONSIBILITY.

The Contractor will be required to perform the work himself and no sub-contracts relieving him from the responsibility of a proper performance of this contract will be permitted; and no money shall be paid to any such sub-contractor, or for materials without sufficient authority from the principal Contractor. The Contractor will be hold responsible for any damage caused to private property along the lines by means of blasts or my negligence on his part while performing work under these specifications.

MONTHLY ESTIMATES.

Measurements and estimates shall be made by the Engineer once in each calendar month of the amount of work done or completed up to the last Tuesday of that month and he shall fur-

nish the Contractor a certificate thereof before the following Tuesday for him to present at the office of the Board of Directors. Provided that the measurements and estimates made and allowed from time to time for work done under these specifications shall in no way control or influence the final acceptance of the work.

PAYMENTS.

The Contractor shall be entitled to the payment of seventy-five per cent of the contract price of the estimated work done or completed on presentation of his claim thereof with a certificate from the Engineer of such estimate, at the next regular meeting of the Board.

The remaining twenty-five per cent will be retained from all payments to which the contractor is otherwise entitled, until sixty days after the completion of the contract and delivering of work and until satisfactory evidence is presented to the Board of Directors that the conduits and works and material furnished are free from all liens caused or suffered by and act of the Contractor; and the District will not be liable to any person other than the Contractor for any work done or materials furnished under his contract.

BIDS FOR WORK.

All bids must be upon the printed forms to be obtained from the Secretary of the District, and enclosed in sealed envelopes and endorsed "Proposals for Constructing a System of Water Works for the Linda Vista Irrigation District" and to be delivered to the Secretary of the District on or before 10 o'clock A. M. of the day set for the opening of the bids.

The place of residence of each bidder, surety and witness, with County and State, must be given after his signature, which must be written in full.

A certified check for the sum of ----- must accompany each bid, which check will be returned to the party proposing, should his proposition be rejected, and will be retained by the Secretary in the case of the successful bidder until the contract is signed, and may be retained by him permanently in case of a failure of the bidder to enter into said contract.

Reasonable grounds for supposing that any bidder is interested in more than one bid for the same item will cause the rejection of all bids in which he is interested.

The bidder must satisfy the Board of Directors of his ability to furnish the materials and perform the work for which he bids.

Bidders must compute and extend the amount for each portion and class of the work as indicated in the form of proposals and according to the estimates of quantity therein and will foot up the total price so estimated for such work. Such estimates of quantity are made only from the best present knowledge and for convenience in computation and are not to be considered as a part of any contract, excepted that the estimate of price based thereon will be used (if correct) in comparison of bids and as a basis for fixing the estimates contract price for the work and the amount of bonds to be given.

A copy of the advertisement, instructions to bidders and specifications will be attached to the contract and form a part of thereof.

NOTICE.

On the acceptance of a proposal the Secretary of the Board will give written notice thereof to the person proposing personally or by a letter directed to his stated address and in _____ days from the date of such notice, provided there be no impediment on the part of the District, or in five days after such impediment be removed, if there be any, the Contractor shall execute his contract and bond and the work shall be begun with an adequate force promptly according to the terms thereof and from that time prosecuted vigorously until its completion, and if not so done with reasonable diligence the District may after reasonable notice, complete such work at the cost of the Contractor.

SPECIFICATIONS FOR ROCK FILL DAM.

The dam is to be erected across the channel of the Santa Ysabel River near the point where the stream crosses the west boundary of Section twenty-seven (27) Township twelve (13) south Range one (1) east S. B. B. & M.

The dam will be of the general form and dimensions shown on the drawings accompanying these specifications.

HEIGHT OF DAM.

The dam will be built to a height of about 145 feet above the present surface elevation of the channel of the stream at the point of location.

Provided: That the District reserves the right to decrease or increase the height of the dam to not less than 120 feet nor more than 160 foot in height.

EXCAVATION.

The excavation consists of the removal of the sand, earth, boulders and rocks from a portion of the dam site until good bed rock is reached. The excavations to be measured and the quantities estimated according to the lines and slopes established from time to time by the Engineer. All work done under this head is to be measured in excavation.

The portion of the dam site to be excavated is as follows. Along the water face of the foundation of the dam a trench is to be excavated until good bed rock is reached. In this trench a cut off wall will be built to prevent the water from passing into the body of the dam.

On the down stream face of the foundation of the dam a trench will be excavated to a depth to be approved by the

Engineer in which will be built a concrete masonry wall hereinafter described.

On the remaining portion of the dam site such material shall be removed as in the judgment of the Engineer he considers necessary in order to make a proper foundation for the body of the dam.

The prices stipulated for the excavations are to include the clearing of the ground of all trees, stumps, bushes and roots and the burning or otherwise disposing of the same, of shooting and bracing and of supporting and maintaining all trenches and pits during and after excavation; of all pumping ditching and draining and of disposing of the excavated material as directed by the Engineer.

The Contractor will be paid a stipulated price per cubic yard for the removal and disposal of the excavated material above referred to.

CUT OFF WALL.

After the trench on the water face of the dam is excavated to a depth to be approved by the Engineer all the small seams and crevices in the bottom shall be filled with mortar composed of equal parts of good Portland Cement and good sharp sand. The trench to be then filled with concrete composed of one part of Portland cement, two parts of sand, and five parts of good broken stone not exceeding two inches in their greatest diameter.

The concrete shall be thoroughly rammed and tamped so as to make good strong masonry.

The dimensions of the cut off wall shall be as shown

on the plans accompanying those specifications or as may be hereafter approved by the Engineer.

DOWN STREAM FACE OF DAM.

After the trench on the down stream face of the dam is excavated to a depth to be approved by the Engineer, the Contractor will build theron a concrete wall composed of the following materials: One part of cement, three parts of good sharp sand and six parts of good broken stone not exceeding two inches in their greatest diameter.

The concrete shall be thoroughly rammed and tamped so as to make good strong masonry.

The wall to be built from time to time as the work progresses over the entire down stream face of the dam.

The wall to be three and one-half (3 1/2) feet in thickness.

BODY OF THE DAM.

The body of the dam is to be composed of the following materials and constructed in the following manner.

The rock used in the construction of the dam to be taken from the granite ledges found near the dam site and to be of a quality suitable for making a good substantial dam.

On the water face of the dam and extending into the body of the dam to a distance to be approved by the Engineer the material will be dry masonry hand laid so as to make a suitable bond. At intervals of five feet apart or a distance to be approved by the Engineer, redwood timbers will be placed on the water surface of the masonry. The timbers to be placed horizontally to the face of dam. The dimensions of the timbers

will be 4" x 6" and of lengths from ten to twenty-four feet. Bars of iron 3/8" thick 1 1/2" wide and of different lengths shall be fastened to the timbers and extend into the masonry as directed by the Engineer.

The remaining portion of the dam will be composed of loose rock of different sizes.

The Contractor will be paid a stipulated price per thousand foot B M for the redwood timbers in place, a stipulated price per pound for the bar iron, and a stipulated price per cubic yard for the rock in place.

During the progress of the work the Contractor will fill the voids in the hand laid masonry and loose rock (as much as practicable) with sand, gravel and earth, in a manner to be approved by the Engineer.

The Contractor will be paid a stipulated price per cubic yard for the sand, gravel and earth placed in the dam, the material to be measured in excavation.

CULVERT.

The outlet culvert is for the purpose of protecting the outlet pipe from damage.

The culvert shall be of the size and form shown on the plans. The trench to contain the culvert shall be excavated as the Engineer may direct and about one foot larger than the finished outside dimensions shown on the plans. All stone must be of good quality hard, clean and free from seams of good bed and build and of such general size as may be specified. The masonry shall be laid in cement mortar consisting of one part of cement to two parts of sand. The bed joints shall be packed full of mortar.

LINING ON WATER FACE OF DAM.

For the purpose of making the dam impervious to water the water face will be protected as follows: A wall of asphalt concrete three and one-half ($3 \frac{1}{2}$) feet thick will be bonded to the outer face of the hand laid masonry, beginning at the top of the cut off wall and extending over the entire water face of the dam up to the fifty foot contour line of the dam.

The asphalt concrete will be composed of refined asphalt clean sharp sand and good broken stone not exceeding two inches in their greatest diameter. The mixture to be tempered with the best refined asphalt oil. Care must be taken in heating the ingredients to give them a temperature that will make the concrete strong, tough and substantial and unless so done the work will be rejected.

The remaining portion of the water face will be covered with a double course of two inch redwood plank. The first course to be laid vertical to the face of the dam. The second course to be laid diagonal to the first course. The redwood plank to be No 1 quality free from knots and weak places. The first course to be fastened to the above referred to timbers with $5 \frac{1}{2}$ inch spikes in a substantial manner. The second course to be nailed to the first with twenty penny nails. Care must be taken to make the joints as close and compact as the lumber will admit.

This facing will be extended to an elevation of three and one half ($3 \frac{1}{2}$) feet above the top of the dam. The portion above the top of the dam will be braced with timbers as shown on the plans.

The Contractor will be paid a stipulated price per thousand foot B M for the lumber in place.

TOP OF DAM.

The top of the dam will be covered with a double course of two inch redwood plank securely fastened to timbers placed in the top of the dam.

The Contractor will be paid a stipulated price per thousand foot B M for the lumber in place.

OUTLET PIPE.

The outlet pipe is for the purpose of discharging the water from the Inlet tower through the dam and there connect with the conduit on the outside of the dam.

The outlet pipe shall be of the size shown on the plans, viz: 48 inches internal diameter, except that portion that passes through the inlet tower which shall be 54 inches diameter at its upper end and tapering to 48 inches at its lower end.

It shall be made of a good quality of wrought iron plates three-eights inch in thickness. All seams to be thoroughly double riveted. The pipe to be well coated with hot asphaltum. At several places along the pipe collars or flanges shall be put on the pipe so as to prevent the water from passing along the smooth outer surface of the pipe and thereby cause a leak in the dam.

The pipe shall be closely encased in the masonry of the outlet culvert.

The gate and regulating valve on the outside of the dam will be of a size and pattern hereafter agreed upon.

The Contractor will be paid a stipulated price per linear foot for the pipe in place including all work incidental thereto.

INLET TOWER.

The inlet tower is built for the purpose of conveying the water from the reservoir into the outlet pipe.

Its general form and dimensions to be the same as shown on the drawings and plans accompanying these specifications.

The inlet tower will be located on the left bank of the stream near the water face of the dam and at a point and elevation to be designated by the Engineer.

The wall of the tower shall be built to a height equal to or above the top of the parapet wall.

The base of the tower will be sixteen feet square up to a height of ten feet, where its form will be changed to a hexagon, with walls of a uniform thickness of four feet to the top. Each of the sides of the hexagon shall measure three feet and six inches on their interior face.

The wall of the tower will be built of concrete rubble masonry composed of concrete of the following proportions: one part of cement, three parts of sand and six parts of broken stone, the rock to be of suitable size and form so as to make a strong and substantial structure.

The inner and outer faces of the tower to be covered with a good coat of cement and sand composed of one part of cement and two parts of sand, for the purpose of making the faces smooth and uniform.

Valves and Elbows: The valves and elbows for the admission of the water into the tower shall be of the form and dimensions as shown on the plans accompanying those specifications.

The cast iron used in the elbows and valves shall be of the best quality of grey cast iron.

The cast iron elbows that make a seat for the valves shall be encased in the masonry of the tower as shown on the plans and at such points as designated by the Engineer; the work of encasing to be done without any cost to the District.

The seat rings that form a part of the valves shall be of gun metal and of the size and form, and secured in the manner as shown on the plans.

The Contractor will be paid a stipulated price per cubic yard for the masonry in the tower in place, including all work incidental thereto.

The top of the tower will be surmounted with a superstructure for the purpose of lowering and hoisting the valves by means of iron chains, and to be built in accordance with plans hereafter agreed upon.

The tower will be connected with the top of the dam by means of a foot bridge; to be built in accordance with plans hereafter to be agreed upon.

WASTE WAY.

The wasteway is for the purpose of conveying the surplus flood waters, after the reservoir is full, to the channel of the stream below the dam.

It will be located at the end of the dam on the right bank of the stream at an elevation determined by the Engineer.

The work to be done is as follows: Excavating the material to the grade and lines as established by the Engineer; and after it is so executed to fill and smooth the irregularities on the bottom with concrete to be composed of one part of cement, three parts of sand, and six parts of broken stone. The work to be done in a proper manner.

The Contractor will be paid a stipulated price per cubic yard for the excavated material in place, and a stipulated price per cubic yard for the concrete used on the bottom.

SPECIFICATIONS FOR CONDUITS.

The hereinafter mentioned conduits are to be constructed on the lines and grades as established by the Engineer of the District; and are for the purpose of conveying water from the above referred to dam, to the District for irrigation and other purposes.

The general course of the line is as follows: Beginning at the dam above mentioned, thence along hillside above the left bank of the Santa Ysabel River to the head of the San Pasqual Valley; thence along hillside on the south side of the San Pasqual Valley to point of hill above the Santa Maria Creek; thence across the Santa Maria Creek; thence along hill-sides to Winn's Pass; thence in a southerly and westerly direction to the wagon road near the south east corner of the San Bernardo Grant; thence southerly to the point of hill above the Los Penasquitos Creek; thence to Tunnel Summit; thence to point of delivery in Section thirty-two (32) Township fourteen (14) South, Range two (2) West, S. B. B. & I. all in the County of San Diego, California.

The conduits above referred to will be as follows:-

(Approx.)	15 miles of Redwood flume,
"	10 " " paved ditch,
"	2 1/2 miles of 42" banded redwood pipe,
"	5660 lin. ft. of 36" wrought iron pipe,

making a total of about 23 1/2 miles of conduits.

REDWOOD FLUME.

The flume will be of a general form and dimensions as

shown on the drawings accompanying these specifications.

EXCAVATIONS.

The Contractor will be required to excavate to the lines and grade as established by the Engineer of the District, all material on the line of the flume so as to make a proper foundation for the flume to rest upon.

The excavations will be classed as earth, loose rock, and solid rock.

Earth; will include clay, sand, loam, and other earth materials and stones and boulders not exceeding ten cubic feet each.

Loose rock; will consist of all masses of rock that exceed ten cubic feet each up to two cubic yards and all rock that can be removed without blasting.

Solid rock; will include all boulders and masses of rock containing more than two cubic yards each, (other than decomposed granite), which cannot be removed without blasting, in the judgment of the Engineer.

The Contractor will be paid a stipulated price per cubic yard in place for excavating and removing the above material, as classified by the Engineer. Provided; that the Contractor shall at his sole expense without cost to the District, excavate to a depth approved by the Engineer, all trestle-pits and foundations for posts on the above referred to line.

LUMBER IN FLUME.

The lining plank for the bottom and sides of the flume shall be clear redwood, with sound, tight knots on both or either side, but said knots are not to exceed one and one-half (1 1/2) inches in diameter.

The bottom planks are to be two (2) inches in thickness, the side planks are to be one and one-half (1 1/2) inches in thickness.

The lining plank to be not less than twelve inches or more than eighteen inches in width; and to be twelve, sixteen and twenty feet in length.

The Contractor will be required to calk with oakum all joints and seams in the flume in a proper and workmanlike manner. The cost of calking to be included in the price per foot for lumber in the flume in place.

All lining plank to be planed on one side, and beveled on the edge to a depth of three-eights (3/8) inch so that the seams and joints can be caulked with oakum.

The bottom planks shall be nailed with twenty-penny cut nails, and the side planks with sixteen penny cut nails.

The mid plank, cross ties, posts and braces to be of first quality rough redwood.

The top tie to be good merchantable pine.

FLUME ON POSTS.

When in the judgment of the Engineer it is advisable to build the flume on short posts, the Contractor shall so construct it in accordance with the plans accompanying these specifications.

LOW TRESTLES.

All trestles that the length of posts do not exceed fifteen (15) feet will be classed as low trestles, and the posts shall be first quality of rough redwood; the caps and

stringers to be first quality of Oregon pine, and to be built as per plans accompanying these specifications.

HIGH TRESTLES.

All trestles that the length of posts exceed fifteen (15) feet will be classed as high trestles; and the posts, caps and stringers will be first quality of Oregon pine, and to be built as per plans accompanying these specifications.

On the above low and high trestles the caps will be fastened to the posts by means of a round bolt one-half (1/2) inch diameter and one (1) foot long. A hole that is $13/16$ of the diameter of the bolt is to be first bored through the cap and into the post, into which the bolt is to be drawn, and to be further strengthened by toe-nailing.

The Contractor is to furnish and deliver all lumber, nails, spikes and iron rods and bolts, of every kind necessary to construct the above flume and trestles and perform all necessary work; for which when completed he will be paid a stipulated price per thousand feet for the different classes of lumber in the above referred to flumes and trestles.

All of the above work to be done and completed in a thorough and workmanlike manner and in accordance with the plans and specifications.

REDWOOD PIPE.

The redwood pipe shall be laid on such sections of the line as the Engineer will designate.

The internal diameter of the pipe will be forty-two (42) inches.

LUMBER.

All staves used in the pipe shall be selected, clear redwood, strictly first class, and to be seasoned before it is used; to be surfaced on both sides and shaped in the sticker to the true circular segmental form of the pipe both inside and outside so as to secure a uniformity of thickness. The staves shall be gotten out of lumber two inches in thickness, and after they are shaped in the sticker to be not less than 1 5/8 inches thick.

Staves of different lengths from eight (8) to twenty (20) feet may be used, but care must be taken in arranging the joints that the pipe will not be damaged when under water pressure. The two edges (inside and out) of the staves to be cut on a radial line from the center of the pipe.

The ends of the staves shall be cut off square and provided with a straight groove or saw cut three-fourths (3/4) inch in depth formed by a saw cut on a line drawn from the middle of the stave on one edge to the middle on the other edge. This groove shall be of sufficient width to admit a tongue of iron or wood, to be driven in firm and tight. In forming the end joints each stave shall be driven to a tight contact with the abutting stave entirely concealing the tongue.

END TONGUES.

The tongues for the end joints to be of No. 42 iron W. G. 1 1/2 inches in width and the full width or more than the width of the stave. They shall be dipped in hot asphaltum before being used. Or if approved by the Engineer the tongues may be of good hard oak wood.

BAIDS.

The pipe shall be banded with round rods of mild steel having a tensile strength of not less than 30,000 pounds per square inch. The bands to be provided on both ends with a thread of the necessary length and a nut; or one end may be provided with a good head in place of the thread and nut. The bands shall be placed perpendicular to the length of the pipe.

The bands shall be spaced so as to average twelve (12) inches apart where the water pressure on the pipe does not exceed 10.85 pounds per square inch; for a pressure of 10.85 pounds per square inch upwards they shall be spaced so as to provide for a factor of safety of not less than three and a half (3 1/2) and as directed by the Engineer.

The bands shall be well coated with hot asphaltum. They shall be clean and bright at the time they are coated. Especial care must be taken to coat the threads of the bands before the nut is put on and after the nuts are screwed up to their final bearing a fresh coat of asphalt shall be thickly applied over the threads, nuts and shoes.

SHOES.

The shoes that form the connection between the two ends of the bands shall be of a good grade of malleable iron or steel, free from flaws or imperfections. They shall be of the form shown on the plans or of such form as may be hereafter agreed upon. They shall be of sufficient cross sectional area so as to give them not less than twenty-five per cent additional tensile strength more than that of the bands. They must be of a shape and form that will give them a good and perfect

bearing on the outer surface of the pipe.

In setting up the pipe the shoes shall be left at or near the top of the pipe so as to be readily accessible.

ELBOWS.

The elbows are for the purpose of connecting the pipe on curves whose radii is less than 400 feet. They shall be made of cast iron of the proper thickness and form so as to make a good strong joint. The Contractor will be paid a stipulated price per elbow to include all work incidental to encasing the same.

AIR VALVES.

Air valves three (3) inches in diameter will be attached to the pipe at intervals as directed by the Engineer; the cost of the air valves is not included in the price per linear foot of pipe. Bidders will specify the price to be paid for each air valve including all work incidental thereto.

The air valves shall be the _____ No. _____ or some other pattern to be approved by the Engineer.

Bidders will further specify the price for outlets to the pipe of four, six, eight and ten inches diameter complete, including all work incidental to encasing the same.

The Contractor will be paid a stipulated price per linear foot for all pipe laid complete in the trench and to include a band and shoe every twelve (12) inches. For all additional bands and shoes used in excess of one every twelve (12) inches space the Contractor will be paid the stipulated price agreed upon.

TRENCHING AND BACKFILLING.

The trench for the pipe shall be cut about one foot wider than the outside diameter of the pipe and to the grade as established by the Engineer.

The pipe must be laid with a covering of at least two feet of earth over the top of the pipe below the natural surface; Provided; that this applies to that portion of the line that passes through lands that are or will be cultivated, or when the pipe is liable to damage by traffic passing over it. Other portions of the line may be refilled to a less depth as approved by the Engineer. The material shall be thoroughly tamped under and around the pipe up to a height of one foot above the bottom of the pipe.

The stipulated price includes the furnishing, hauling, delivery, construction and laying of the above material on the lines (as established by the Engineer) of the above referred to redwood pipe.

The Contractor will be required to give a good and sufficient bond to stop all material leakages within sixty (60) days from the testing of the pipe.

WROUGHT IRON PIPE.

The wrought iron pipe is to be laid where the line crosses the Santa Maria and Los Penasquitos Creeks. The entire length of the pipe will be (approx.) 5860 linear feet.

The following schedule shows the approximate length of the different sections of pipe. thickness by wire gauge.

Santa Maria Creek Crossing.

1450 linear feet	No 5 W. Co	35 inch pipe.
980 " "	No 8 "	36 " "
890 " "	No 8 "	36 " "
440 " "	No 12 "	36 " "
500 " "	No 12 "	36 " "

Los Peñasquitos Creek Crossing.

500 linear feet	No 8 W. Co	36 inch pipe.
400 " "	No 10 "	36 " "
500 " "	No 12 "	36 " "

The plates of which the pipe is made shall not vary more than three per cent from the following thicknesses, and weights per square foot.

No 5 iron	220/1000 inch thick,	weight per sq. ft	8.85 lbs
No 6 "	203/1000 "	" "	3.30 "
No 8 "	165/1000 "	" "	3.64 "
No 10 "	134/1000 "	" "	5.40 "
No 12 "	109/1000 "	" "	4.40 "

SIZE.

The diameter of the pipe shall be 36 inches.

MATERIAL.

The pipe must be made of wrought iron plates that correspond to the above description, having a minimum tensile strength of 50,000 pounds per square inch and an elastic limit of at least 22,000 pounds per square inch. Each plate must be smooth, even and free from flaws, splits, rust and other defects. The iron must be tough and thoroughly pliable, allowing

cold scarfing to a fine edge at the laps without crushing or splitting and must not break between the rivet holes and the edge of the plate while being rolled.

RIVETING.

All seams must be double riveted. All rivet holes must be perfectly fair and to be made with a multiple punching machine or a machine of equal precision. All rivet holes must be of a size to closely fit the rivet. All rivets to be up to the quality and standard of the iron of which the plate for the pipe is composed. The rivets must occur zig-zag in the rows taken together and not have any rivet in one occurring opposite to any rivet in the other. All riveting must be done in a thoroughly workmanlike manner.

CALKING.

All joints and seams are to be properly chipped and calked and to be done in a workmanlike manner.

ASPHALTUM COATING.

The pipe shall be dipped in a hot bath of the best quality of Santa Barbara asphalt (or other equally as good) and allowed to remain there until well coated. The coating to be perfectly smooth, tough and homogeneous; to adhere tightly to the iron; not to become brittle when cold, or to run or drip when exposed to the sun.

The iron before immersion must be entirely clean and free from rust, and before and during the application the mixture must be tested on separate pieces of iron by exposure to cold and heat, and if deficient in any respect, the mixture

must be renewed or the proper remedy applied. Whenever the coating is chipped off from transportation or other causes the pipe must be retouched with a mixture of the same material.

The Engineer shall have the right to inspect the pipe at any time during its manufacture to see that it is fully up to the above requirements.

AIR VALVES.

Eight air valves 2 1/2 inches in diameter must be furnished with the above specified pipe at the sole expense of the Contractor.

BLOW OFF VALVES.

Two blow-off valves, 6 inches in diameter must be furnished with the above specified pipe at the sole expense of the Contractor.

ELBOWS OR CURVES.

Elbows or curves for changes in direction of the line are to be provided at the expense of the Contractor. These curves must have radii not less than five diameters of the pipe.

EXCAVATING THE TRENCHES.

The trenches shall be excavated to the grade as established by the Engineer. The side wall to be as nearly vertical as the nature of the material will admit. The trench on the bottom to be about one foot wider than the diameter of the pipe. The grade will be established by the Engineer so as to conform as nearly as practicable to the vertical undulations of the surface of the ground. Whenever any filling in has to be done the earth shall be well tamped so as to make it firm and hard.

LAYING THE PIPE.

The pipe must be laid so as to conform to the center stakes set by the Engineer in the trenches. It must be laid so as to rest continuously on the grade of the trenches prepared as above specified and it shall be the duty of the Contractor to see that all material falling or caving into the trenches tending to prevent the above conditions of laying shall be removed at his own expense.

The joints shall be united in the following manner: The asphalt coating to be removed from the ends of the sections of pipe so as to form a union of iron to iron and then to be well riveted.

After the two parts have been finally contracted together the joint shall be repainted with a mixture of the same materials, and at the same temperature as applied at the shop.

TESTING PIPE.

The Contractor will be required to manufacture and test the pipe so that it will stand the following static pressure in pounds per square inch and be free from leakage through seams and joints.

No 5 iron to stand	210	pounds per square inch.
No 6 " " "	195	" " "
No 8 " " "	130	" " "
No 10 " " "	100	" " "
No 12 " " "	60	" " "

REFILLING TRENCHES.

After the pipe is laid, as above specified, the trenches shall be refilled with earth in the following manner: The finer

earth shall be first thrown in and thoroughly tamped so as to leave no vacant or soft places into which the pipe may deflect or settle, the remaining portion of the earth may be thrown in loosely. No stone shall be placed in contact with the pipe in such a position that the pipe is liable to become dented or damaged thereby.

GUARANTEE AGAINST LEAKS.

The Contractor shall guarantee the pipe not to leak at the joints or seams for one year after it is put into actual service and shall give a good and sufficient bond to repair all leaks occurring within such time at his own expense.

The stipulated price per linear foot for pipe includes the furnishing of the material, manufacturing the pipe, all cost of transportation and laying the same and all work incidental thereto; but does not include the excavating and back-filling of the trenches.

PAVED DITCH.

The ditch is to be constructed on such portions of the line as shall be designated by the Engineer.

EXCAVATION.

The ditch shall be excavated as shown on the plans and in the following manner: The bottom of the ditch to be excavated to the grade established by the Engineer; the bottom to have a width of four (4) feet, the center line of which shall be in accordance with the stakes set by the Engineer from time to time. The side walls to have a slope of three-fourths horizontal to one vertical. The Contractor shall remove all the loose rock near the edge of the upper slope that are liable to fall into the ditch; this is to be done without cost to the District. All excavated material to be placed on the lower slope of the ground unless otherwise approved by the Engineer. The excavated material to be distributed so that it will not fall back into the ditch, and to be replaced as to make the lower bank as strong and substantial as is practicable.

WALLS.

The bottom and side walls shall be built of cobble stones and good broken stone, and to be laid in a mortar composed of one part of Columbian cement, to two parts of Lime one and one-half parts of good sharp sand. The masonry in the bottom to be $5 \frac{1}{2}$ inches thick and laid to the grade established by the Engineer. After this masonry becomes set it is to be coated over a depth of one-half inch with a mortar composed of one part of Columbian cement and five parts of good sharp sand. This to be brushed over with a paste of equal parts of cement and sand.

The side walls shall be built of masonry six inches thick and three feet ten inches in height on the slope, or three feet in vertical height above the grade line as shown on the plans. The water surface of the sides to be smooth and regular; this surface to be covered over with a thin coat of mortar composed of one part of Columbian cement to four parts of good sharp sand. During the progress of the work the Contractor must keep the walls sprinkled with water until the mortar is set so that it will not crack.

The Contractor shall take all risks from floods and casualties of every description and shall make no charge for detention from such causes, but shall be entitled to a reasonable extension of time for the completion of the work.

All work to be done in a good, workmanlike manner.

The Contractor will be paid a stipulated price per cubic yard measured in place for the excavated material and a stipulated price per linear foot of the ditch completed as per plans and specifications.

1836.80

Resolved: By the Board of Directors of the Linda Vista
Irrigation District situated in the County of San Diego, and State
of California, That the Board give notice by publication
for 20 days in the ^{a newspaper} published in the County of San Diego State of California,
calling for bids for the construction of a rock fill dam
at the lower end of Pans Valley, on the Santa Ysabel river,
in the County of San Diego & state of California; and to
clear the reservoir site back of the dam up to the 150
foot contour line; and also for bids for the
construction of the main conduit from said dam
to a point in section 16, Township 15 South range 2 west
S. B. M. and also for ^{the construction of} a distributing system from
said point, throughout said district; all in
accordance with the plan and specifications
adopted by the Board on the 26th day of January 1897;
and that said notice set forth that plans and
specifications can be seen at the office of the Board
at the Old McDougall ranch house, in said District,
and that the Board will receive sealed proposals
therefor, and that contracts will be let to the lowest
responsible bidder, the Board reserving the right to
reject any or all bids; and that the time & place for
opening such proposals will be the ⁶ day of
at 10 o'clock in the forenoon, at the said
office of the District -

Resolved Jan 3, 1897

RECEIVED
THE BOARD OF DIRECTORS
THE CANADIAN PACIFIC RAILWAY COMPANY
MONTREAL, QUEBEC
APRIL 10, 1907.

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THE BOARD OF DIRECTORS
THE CANADIAN PACIFIC RAILWAY COMPANY
MONTREAL, QUEBEC
APRIL 10, 1907.

\$33.⁰⁰

Resolved: By the Board of Directors of the Linda
Vista Irrigation District, situated in the county
of San Diego, and State of California, at the regular
meeting of said Board held at the office of the
District, at the old McDougall ranch house, in
said District, on Tuesday the third day
of August 1897. That it is the intention of
said Board to sell Bonds of said District
to the amount of Eight Hundred & Twenty four
Thousand dollars, on the day of
1897 at 10 o'clock in the forenoon, at
the office of the District above named, in
said District, and that this resolution be
entered in the minutes; and that notice of
such sale be given by publication thereof
~~3 weeks~~ ^{21 days} in the
a daily paper published in the county of San
Diego, and state of California; and that such
notice state that sealed proposals will be
received by the Board at its said office, for
the purchase of such bonds, till the day and
hour of sale hereinabove named -

Dated Aug 3, 1897

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Reducing of station
to all parts etc

Aug 3. 1981

Time between 01 to 10 1981

Ed Fletcher Papers

1870-1955

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Box: 53 Folder: 4

**Business Records - Water Companies - Cuyamaca
Water Company - San Diego Flume Company - Linda
Vista Irrigation District - Legal documents and bids**



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