

CAPITAN GRANDE CORRES(from Huber's files)  
From the papers of Ed Fletcher, the following letters were removed to the alphabetized correspondence files:

A statement of Col. Fletcher to city Council  
COSGROVE, T.B. to Sells, February 6, 1919  
EARLE, W.C. to Cosgrove, February 4, 1919  
Fletcher to EASTWOOD, John S., April 24, 1922  
GOODWIN, F.M. to Fletcher, June 25, 1921  
Fletcher to LANE, Franklin K., April 17, 1916  
Mayor and City Council  
Fletcher to Mayor, August 19, 1919  
Fletcher to Mayor, August 29, 1919  
McCLURE, W.F.  
McClure to Sells, January 9, 1919  
McClure to Sells, February 18, 1919  
Fletcher to McClure, June 5, 1919  
MERITT, E.B. to Cosgrove, March 17, 1919  
Fletcher to MOORE, Walter P., January 3, 1919  
SAVAGE, H.N.  
Savage to Mayor, January 20, 1921  
Savage to Fletcher, January 21, 1921  
Fletcher to Savage, April 22, 1921  
Savage to Fletcher, April 27, 1921  
Fletcher to Savage, June 17, 1921  
Fletcher to Savage, August 19, 1921  
Fletcher to Savage, December 3, 1921  
Savage to Fletcher, December 5, 1921  
Fletcher to Savage, December 8, 1921  
Savage to Fletcher, December 12, 1921  
Fletcher to SECRETARY of the Interior, June 14, 1921  
Huber to STEPHENS, John H., May 10, 1916

ADDRESS REPLY TO  
"DISTRICT FORESTER"

UNITED STATES DEPARTMENT OF AGRICULTURE  
FOREST SERVICE  
DISTRICT 5

FIRST NATIONAL BANK BUILDING  
SAN FRANCISCO, CALIF.

April 2, 1912.

L  
Cleveland - Uses

Mr. W. S. Post,  
Rampart Apartments,  
Rampart & Sixth Sts.,  
Los Angeles, Calif.

Dear Mr. Post:

I am returning with this the tentative draft of an agreement between the Volcan Land and Water Company and the Escondido Mutual Water Company, which you so kindly let me have last Saturday. I have had a copy of it made in order to put certain notes from it into my report.

Very sincerely yours,

*W. L. Huber*  
District Engineer.

Enclosure.



WALTER LEROY HUBER  
ASSOC. MEM. A. S. C. E.  
CIVIL ENGINEER

March 13, 1914.

FOXCROFT BUILDING  
68 POST STREET  
SAN FRANCISCO

Mr. William S. Post,  
924 Eighth Street,  
San Diego, Calif.

Dear Mr. Post:

I am glad to be able to report that the State Water Commission yesterday decided to grant the application of Murray & Fletcher for the use of the waters of Boulder Creek, notwithstanding the protest of the mining claimants. I had feared that the decision might be delayed until certain other information could be obtained, but such was not the case. I have had little fear of the final decision since being able to satisfy Mr. Jones that the mining claims were not entitled to riparian rights.

As your application stood before the Commission, it was not in accordance with testimony brought out at the hearing. In other words: you have revised your project since the application was made. Some of the revisions are indicated on the enclosed form in pencil. In other places it is indicated that changes have been made. The Commission asks that you correct this form and return it through me to them. It will then be sent around to each Commissioner for signature. As this is one of the old blanks (now obsolete) and as the Commission has no extra copies of this blank, it is necessary that you make the corrections on this particular blank (by erasures) and return it. The Commission, of course, did not wish to record this blank as it stands - with incorrect descriptions.

#2 - March 13, 1914 - W.S. Post.

Your permit will date from March 12. As you will note, construction must begin by July 15. Do not fill out the blank on the back "Permit No. 1." The Commission will do this. It is their intention to allow two years from March 12 for completion of the project.

Your application to the Forest Service is only for a Preliminary Permit. You will have to apply for a Final Water Power Permit before you can construct the project on National Forest Land. I am enclosing a Use Book for your guidance in making this application. Your application for a Final Water Power Permit must be made in accordance with Regulation L-11. (See page 14.) I have made certain marks in the margin of this and the two succeeding pages. I am also enclosing several blank forms of application, three of which must be returned by you to meet the requirements of paragraph D (Page 14.)

Your application for a Preliminary Water Power Permit has never been acted upon by the Forest Service. However, this does not in any way hinder your application at the present time for a Final Permit. When the application for a Final Permit is made, your application for a Preliminary Permit will be disregarded except that your priority before the Department will date from the date of the filing of application for a Preliminary Permit.

I suppose you will make this filing very soon and will want prompt action upon it by the Forest Service. At present Dist. Eng. Fowler is in Washington, D.C. but his assistant, Mr. Mathias, has authority to examine and report upon this project. If you desire, I will take the matter up with



#3 - March 13, 1914 - W.S. Post.

Dist. Forester DuBois and endeavor to have the application made special and have it taken up at once when filed complete.

Very sincerely yours,

WLH/OH

W. L. Huber

[1914  
esm]

April 16

Mr Post:

Referring to Mr Huber's letter of April 11th which I return herewith, would suggest that you instruct Mr Huber to represent us in this matter. Would suggest that you answer as follows. "that there is only two or three hundred ft between the Sutherland and Santa Maria valley; that it is possible to develop a small amount of horsepower but it is not our plan to attempt any development; the probabilities are that we will be a public service corporation and in that case we cannot refuse to furnish water to the Santa Maria Valley. Some power will undoubtedly be developed below the Santa Maria reservoir at some future time but it is considered secondary and the system will be developed as an irrigating proposition and not for the power. You will inform Huber that this is part of the Volcan project and the water will undoubtedly be taken later on for irrigation to the Linda Vista mesa. Go ahead and make application for final water power permit on Boulder Creek and see that we at least commence work. They may serve us with an injunction on Boulder Creek, in which case as I understand it everything is tied up and maybe this is the best way to tie it up.

Leo Sturtevant



WALTER LEROY HUBER  
ASSOC. MEM. A. S. C. E.  
CIVIL ENGINEER

FOXGROFT BUILDING  
68 POST STREET  
SAN FRANCISCO

April 11, 1914

Mr. William S. Post,  
924 Eighth Street,  
San Diego, Cal.

Dear Mr. Post,

The Acting District Engineer of the U.S. Forest Service to-day asked me a number of questions about the application of Ed. Fletcher for a right of way in accordance with the Act of 1891 for a conduit, which application is now pending before the Interior Department. This request was made both because of my knowledge of the Volcan project which I examined for the Service and because I have been representing you in the matter of the Boulder Creek application.

The application has proceeded so far in the regular manner. It has been referred from the Interior Department to the Department of Agriculture and then down through that department to the officials of the Cleveland National Forest. Ranger Searcy has made the usual simple report and this has been approved by Supervisor Wynne and forwarded to the District Office. The application is now in the hands of the District Engineer where it is being carefully scrutinized for the first time. If the Acting District Engineer can make sure of certain facts he may send the application on to Washington without making a field examination.

The application I refer to is for a conduit in

Mr. W.S.P. # 2.

Ts. 12 & 13 S., Rs. 1 W., 1 E. & 2 E., S.B.M. In order to more intelligently discuss the matter with the District Engineer I would be glad if you would inform me concerning the following points: Are there any sites for the development of power between the intake of the conduit on Santa Ysabel Creek and Santa Maria Valley? Will lands in Santa Maria Valley be irrigated from the conduit? Will power be developed below Santa Maria Reservoir? Is this project a part of the Volcan project? Will the water, or a part of the water, conducted through this conduit be conducted through the lower portion of the proposed Volcan project and finally utilized for irrigating the Linda Vista Mesa?

I would also be glad to know whether you expect to file your application for a Final Water Power Permit on Boulder Creek soon. Now would be an opportune time if you are anxious for prompt action because the Acting District Engineer is ready and anxious to make a field trip down that way. If it is delayed the chances may not be so good because the high mountains will soon be free from snow, leaving other cases open to take his attention, also the District Engineer will return from Washington about May 1 and may have other plans. If your financial arrangements are not such that you expect to begin construction soon you may cause a delay by holding this application back but to do this would be a very dangerous procedure because you would then be unable to comply with your permit from the State Water Commission which requires the beginning of construction by July 15, I believe.

Very Sincerely,

W. L. Huber



WALTER LEROY HUBER  
ASSOC. MEM. A. S. C. E.  
CIVIL ENGINEER

FIRST NATIONAL BANK BUILDING  
SAN FRANCISCO, CALIFORNIA

December 31, 1914

V. L. & W. CO.  
FILE

Mr. William S. Post,  
924 Eighth Street,  
San Diego, Cal.,

Dear Mr. Post,

The Escondido Mutual Water Company (H. Hawgood, Engineer) filed with the District Forester at San Francisco on December 28, 1914, an application for rights of way for two power projects, both connected with their present ditch but contemplating the use of additional water from the San Luis Rey River.

The application is not complete but the District Forester's office is still considering certain points before reporting its incompleteness. The most important item is that of water appropriation. The law officers of the Service are of the opinion that the company's power use of water must be by permit from the State Water Commission - a step which it has not taken. I can send you more detailed information concerning this application if it is of interest to you.

Very Sincerely,

*W. L. Huber*

WALTER LEROY HUBER  
ASSOC. MEM. A. S. C. E.  
CIVIL ENGINEER

FIRST NATIONAL BANK BUILDING  
SAN FRANCISCO, CALIFORNIA

December 1, 1915

Murray & Fletcher,  
San Diego, California,

To W. L. Huber, Civil Engineer, DR.,  
1304 First National Bank Bldg., S.F.

For payment of annual rental charge for 1916 on Water Power Permit for Boulder Creek Project as enumerated in letter of November 16 to William S. Post, enclosing receipt from U.S. Forest Service for the same.....\$7.15

Received Payment,

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CUYAMACA WATER CO.  
FILE No. 84  
DO NOT REMOVE  
ANY LETTER  
FROM THIS FILE.



December 3, 1915

Mr. W. L. Huber,  
1304 First National Bank Bldg.,  
San Francisco, Cal.

Dear Sir:-

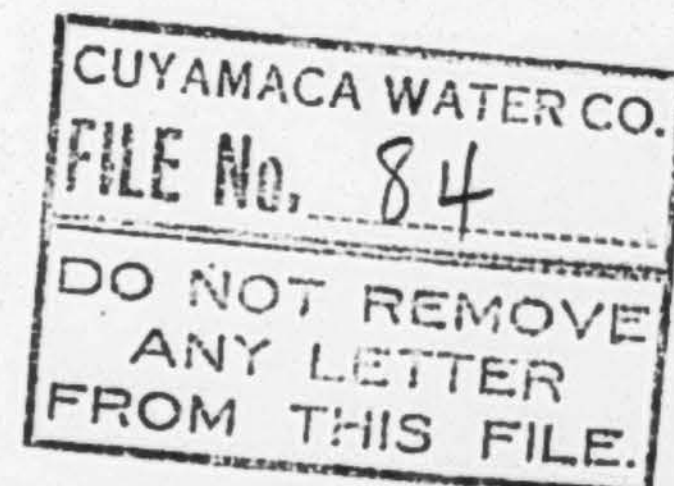
Your bill dated December 1st amounting to \$7.15 for payment of annual rental charge for 1916 on water power permit for Boulder Creek Project has been received.

Your letter of November 16th to Mr. Post was turned over to me and I directed that a voucher be prepared and a check mailed you for this amount which by this time you should have received.

Very truly yours,

Assistant Manager.

WLF-K



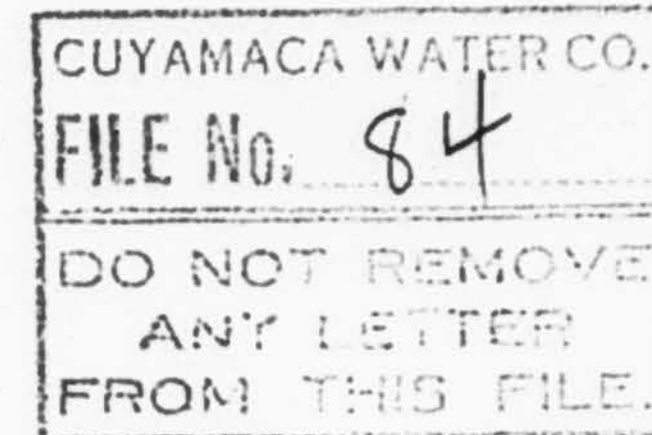
WALTER LEROY HUBER  
ASSOC. MEM. A. S. C. E.  
CIVIL ENGINEER

FIRST NATIONAL BANK BUILDING  
SAN FRANCISCO, CALIFORNIA

December 28,  
1915.

*ans*

Mr. W. S. Post  
924 - 8 th Street  
San Diego, Cal.



Dear Mr. Post:

Upon my arrival in San Francisco, I found that Mr. Du Bois, who is in actual charge of all of the national forests of this district, was out of town and would be until after the first of the year. I had hoped to take up with him the whole case on the San Diego River and to urge upon him the desirability of having the Forest Service actively represented at the remainder of the hearing. However, in his absence this morning I went to the District Law Officer who, as I have explained to you before, is really <sup>an</sup> assistant to the Chief Solicitor of the Department of Agriculture. From him I learned that, while the hearing was in progress last week, Mr. Mancha wired to him briefly indicating that the Forest Service was interested <sup>and</sup> particularly ~~and~~ suggesting his appearance. At that time, he was not sure that he could arrive before the hearing adjourned and, furthermore, was then handling an important case involving mining property in Trinity County, and on this account he did not make any effort to attend our hearing.

The real difficulty has been that the Forest Service was only interested in a secondary way until the City of San Diego elected to make its application in accordance with



the Act of February 15, 1901 (31 Stat. 790). This made the matter one in which the Forest Service is very directly involved, but as you know the City of San Diego did not make this election until the morning of the opening of the hearing. The Forest Service had no notice, and did not receive any direct notice, until I filed with it a certified copy of the City's election, as filed at the hearing. Under ordinary circumstances, the Service would not consider the case until the City of San Diego had made a direct application to it for the use of national forest lands. However, this forenoon, I reviewed the entire case in considerable detail with the District Law Officer, who became very much interested and, after he had learned that so many big problems were involved and that this case might possibly only be the beginning of a long series of controversies in which the Forest Service will be a party, he decided to be present throughout the remainder of the hearing. He gave me a definite promise that he would be on hand at 10 o'clock on January 4. I suppose our friend Cosgrove will be further "embarrassed" by the sudden appearance of a second "representative of the U.S. Government."

The District Law Officer is particularly interested in the question of the Pueblo rights. He is already rather familiar with the Los Angeles case, but is taking the trouble of reviewing it before attending the hearing. He is very anxious to know some things before leaving for Los Angeles.

Will you try to learn them immediately upon receipt of this letter and wire me regarding them?

upon receipt of this  
 CUYAMACA WATER CO.  
 FILE No. 84  
 DO NOT REMOVE  
 ANY LETTER  
 FROM THIS FILE.

- (1) Will Mr. Mathews be employed against the City of San Diego and will he have the chance to cross-question Cosgrove to learn the basis of the opinion given in <sup>the letter</sup> his pamphlet on Pueblo rights? I think the District Law Officer's interest in this matter is simply that he is anxious to hear a man of Mathews' ability and learning go into this question and bring out Cosgrove's knowledge.
- (2) Will the attorneys present - particularly those representing the Government - have the right to cross-question Mr. Cosgrove? Of course, it is understood that they will cross-question him on "any subject they choose" if he appears as a witness. The point is will he appear as a witness? I presume he is likely to do so after introducing this opinion. *Opinion must be witness ready for cross-question*
- (3) The District Law Officer will be interested to have W. B. Hamilton re-appear. I assume he will re-appear to tell whether or not he has found the stubs of his check book, showing his alleged expenditures of \$10,000. I suggest that he be brought back, either with or without the stubs. The District Law Officer of the Forest Service is very much interested in this matter of speculative holdings. He will, of course, learn Mr. Hamilton's attitude when making this filing by reading the transcript of the testimony already introduced. But a further cross-questioning of Mr. Hamilton may be advantageous, particularly if he himself can take part in these cross-questionings.

The District Law Officer is interested in the testimony already brought out. He may not be supplied with a copy of it by the Government, as he did not appear. In fact, it is rather certain that all he can get through the Government is a chance to borrow Mr. Mancha's copy. I have, therefore, sent you a telegram to San Diego, requesting that steps be taken at once to secure a copy of the complete transcript of it to file with the Forest Service for purposes of information. I think the filing of this copy with the Service will be a distinct advantage to Cuyamaca Water Company. This copy need not be a certified copy and, if any expense can be saved thereby, I

CUYAMACA WATER CO.  
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suggest that you do not trouble to have it certified. I explained to the District Law Officer that it would not be possible to have the transcript before the resumption of the hearing. He regrets this, but will be glad to review all of this testimony after the completion of the hearing.

From my conversation with the Forest Service, I am still of the opinion that, before the matter is settled, they will informally ask for an opinion of the validity of the Hamilton water filings from the State Water Commission.

Very sincerely,

WLH/OH

*W. L. Huber*

*Copy sent to Los Angeles*

CUYAMACA WATER CO.  
FILE No. 84  
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FROM THIS FILE.

WALTER LEROY HUBER.  
ASSOC. MEM. A. S. C. E.  
CIVIL ENGINEER

FIRST NATIONAL BANK BUILDING  
SAN FRANCISCO, CALIFORNIA

December 29, 1915

Mr. William S. Post,  
924 Eighth Street,  
San Diego, Cal.

CUYAMACA WATER CO.  
FILE No. 84  
DO NOT REMOVE  
ANY LETTER  
FROM THIS FILE.

Dear Mr. Post,

I am enclosing my bill for services during December. I have included the six days which I spent in Los Angeles and also one extra day to cover the work which I have done here in San Francisco. Part of this is for the day before I started to Los Angeles when I interviewed the Forest Service officials and Mr. Chandler of the State Water Commission - the remainder is for similar interviews since my return - particularly yesterday when I spent a whole half day going over the case with the District Law Officer of the Forest Service.

I assume that you will advise me if you wish me to return a day before the hearing reopens. If you do not I will come down with the Forest Service Law Officer and will arrive the morning of January fourth.

Very Truly,

*W. L. Huber*



# WESTERN UNION

Form 200

REVERS NO.	TIME FILED	CHECK
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## TELEGRAM

THEO. N. VAIL, PRESIDENT

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

December 30, 1915.

W. L. Huber,  
First National Bank Bldg.,  
San Francisco, Cal.

W. B. Mathews will cross examine Cosgrove who will testify  
as a witness. We will recall Hamilton.

William S. Post.

(Chg Cuyamaca Water Co.)

CUYAMACA WATER CO.  
FILE No. 84  
DO NOT REMOVE  
ANY LETTER  
FROM THIS FILE.

December 30th,  
1915

Mr. W. L. Huber,  
First National Bank Bldg.,  
San Francisco, Cal.

Dear Sir:-

Replying to your letter of December 28th, Mr. Mathews has been retained to cross-examine Mr. Cosgrove at the hearing on January 4th. It is intended to cross-examine Cosgrove as to his opinion and he will undoubtedly be a witness. My understanding was that Hamilton was to be produced again.

I have written Mr. Robinson to secure a complete transcript of the testimony for the Forest Service.

I think you have done very good work in interesting the District Law Officer of the Forest Service and it will make the proceedings very interesting to have his questions in addition to Manche's.

I shall be in Los Angeles after the 31st, but it may be well to continue to send a copy of all letters to San Diego in case I have to come down before the hearing.

A rough study of Exhibit B discloses that our El Capitan Reservoir would store about 10,000 acre feet. La Mesa Dam would store 19,000 acre feet and various other reservoirs on the upper San Diego 19,000 more. Roughly this would secure 6,000 acre feet additional to the approximate 4,000 which we are now diverting and will leave very little in the way of waste.

I am going to see Lee tomorrow and get out the Exhibits.

Very sincerely yours,

WSP-K

WS Post

CUYAMACA WATER CO.  
FILE No. 84  
DO NOT REMOVE  
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May 10, 1916.

Mr. Ed Fletcher  
916-8th Street  
San Diego, Calif.

Dear Mr. Fletcher:

I am enclosing a copy of a letter of May 8 from Chief Engineer Merrill of the Forest Service, which is self explanatory.

Very Sincerely,

WLH:OH

*W. L. Huber*

May 10, 1916.

Copy  
Mr. Ed Fletcher,  
916 - 8th Street,  
San Diego, Calif.

Dear Mr. Fletcher:

I saw Mr. E. B. Merritt at the Stewart Hotel last evening at 8:50 and had quite a satisfactory talk with him for about three-quarters of an hour. I finished by leaving with him a copy of my letter of May 3 to Senator Ashurst, which he said he wished to read at his leisure on the train. He suggested that I send a similar letter to Congressman John H. Stephens of Texas, who is chairman of the House Committee on Indian Affairs, and that I send a copy of my letter to Congressman Stephens to the Commissioner of Indian Affairs, which action I have this morning taken.

Mr. Merritt told me that, while in San Diego, he saw the representatives of the City of San Diego and that he felt that he wished to hear both sides of the controversy and, therefore, called on you at your home, where he found you confined to your bed, but that he had had quite a satisfactory talk with you. He told me that his Department was in duty bound to see that the Indians were taken good care of, and that it would make every effort to do so, and that if the City's application must be granted, his Department would certainly see that the Indians were fully compensated. He said that he could not, of course, announce any official action by his Department



5/10/16.

before the same was taken. However, I believe you can rest assured that he is not favorable to the granting of the City's application for the following reasons: Mr. Merritt is the Assistant Commissioner of Indian Affairs and is, therefore, the second officer in rank in the whole Indian Service. I learned in my conversation with him that he personally was the official who ordered Schenck, Bauer and the other Indian officials to take part in the recent hearing and it was undoubtedly this order that caused the General Land Office to send Mr. Mancha. You are familiar with the hostility of the testimony introduced by these gentlemen against the City's application, and I think this is a fair reflection of Mr. Merritt's attitude.

The only discouraging point, from my conversation with him was to learn from Mr. Merritt of a certain decision of the U.S. Supreme Court to the effect that Congress has power at its pleasure to disregard Indian treaties. This may nullify some of my contentions to the effect that Congress itself is without authority to make the grant desired by the City in the face of the trust patent to the Indians; the only difference is that, in the case decided by the Supreme Court, it is a treaty instead of a trust patent which conflicted with the Act of Congress. In passing on that case, the Supreme Court said:

"The power exists to abrogate the provisions of an Indian treaty, though presumably such power will be exercised only when circumstances arise which will not only justify the Government in disregarding the stipulations of the treaty, but may demand, in the interest of the country and the Indians themselves, that

5/10/16.

it should do so. When, therefore, treaties are entered into between the United States and a tribe of Indians it is never doubted that the power to abrogate exists in Congress, and that in a contingency such power might be availed of from considerations of Governmental policy, particularly if consistent with perfect good faith toward the Indians."

It appears that a poor Indian has no rights whatever. This quotation is from the decision in the case of "Lone Wolf vs. Hitchcock (187 U.S.553)". Reading some of the history connected with this case, I find some negotiations with the Indians which are a perfect disgrace to the American people. In one of the agreements, which was apparently fraudulently forced upon the Indians, it was definitely stipulated that in breaking up some of their lands, an Indian agent and an army officer should each have a "chunk". Congress eliminated that particular clause, but went right on and passed the act which was later complained of, even in the face of evidence from the Commissioner of Indian Affairs, the Secretary of the Interior and the Commissioner of the General Land Office, that some of these agreements were fraudulent.

Very Sincerely,

WELH:OH

*W. L. Huber*



WALTER LEROY HUBER  
CIVIL ENGINEER

Copy

May 11, 1916.

Mr. John R. Dixon,  
611 Symes Building,  
Denver, Colo.

Dear Judge Dixon:

I am at present engaged in a controversy over certain rights on the San Diego River, in which there seems to be a determined effort to prevent my client, Cuyamaca Water Company, from obtaining justice. We have just gone through a protracted hearing before the U.S. Land Office at Los Angeles, which was held in three sessions, but before the final decision in the matter is, or can be rendered, the City of San Diego, the applicant in the case, has caused two Bills (S. 5081 and H.R. 11540) to be introduced in Congress, to grant to it the thing which it is seeking through the Interior Department and, as there is a determined effort to force action on these Bills which - in my opinion - are wholly without merit, I am writing this letter to ask if you will not acquaint some of the Members of Congress from Colorado with the true status of the matter.

These Bills are exact duplicates and are intended to grant a reservoir site, commonly known as the El Capitan site, to the City of San Diego. The exhaustive record of the Land Office hearing, comprising some 1157 pages of typewritten matter and approximately 100 exhibits, is available in the records of the Department of the Interior, General Land Office; and the Office of Indian Affairs has much available data, particularly since its engineers appeared under the direction of a Special Agent of the

#2

J.R.Dixon

5/11/16

U. S. Land Office at the recent hearing. This record will show that vested rights, which have stood for more than a quarter of a century, would be lost if the reservoir could be constructed. I am of the opinion that the construction of the reservoir would be prevented by the Courts, even if a right-of-way should be secured from Congress or from the Department of the Interior, but certainly it should not be the policy of Congress to provoke needless and costly litigation.

In order to properly understand the present conditions, it is necessary to review some past history of developments on the San Diego River, and to consider existing rights within the watershed:

Cuyamaca Water Company is the successor in interest of the San Diego Flume Company. This latter company began the construction of a diverting dam and flume for conveying water from the San Diego River in 1886 -- diversion by this Company and its successors has been continuous since 1888 -- until 1906 water was supplied to the City of San Diego for domestic consumption. By that time, the San Diego Flume Company had allowed its structures to deteriorate and its service to become correspondingly affected. At this time, the City of San Diego began obtaining its municipal supply from the S. California Mountain Water Company's system, which system it has since purchased. The system of the San Diego Flume Company, which in the meantime had been operating in the hands of receivers, was purchased in 1910 by a co-partnership which has since been doing business under the name of Cuyamaca Water Company. The new owners at once made new appropriations



5/11/16.

covering all of the flow of the San Diego River which it is economically practical to utilize, and have since been continuously developing a system which will utilize all of this flow. This system will eventually consist of a system of mountain reservoirs, including a reservoir at the site applied for by the City, but which will be small enough to cause no material damage to the Capitan Grande Indian Reservation. Under a systematic plan of progressive development, the Company has since making its appropriations in 1910 doubled the capacity of its flume; has raised its diverting dam; has built Murray Hill Reservoir; has installed Chocolate, Sand Creek and Monte Pumping Plants; has purchased lands, including the dam site of the reservoir under consideration; has made extensive additions to its delivery and distribution systems; in all, has spent more than \$600,000. exclusive of the purchase price of the system, (All of this development work is given in detail in the testimony of the Company's Chief Engineer, Mr. William S. Post, at the recent hearing at Los Angeles) and by its continuous development work on a large scale, the Company has maintained its water rights in accordance with the State Law.

Careful hydrographic studies by Mr. Charles H. Lee, Consulting Engineer of the City of Los Angeles, show that, if the Company's system had been completed during the past 23 years, all normal and flood flows of the San Diego River, which it is economically practical to utilize, would have been so utilized. In fact, for a period of seven successive years, no surplus water over the demands of the completed system and of the lower riparian owners on the stream would have existed. Under the existing

5/11/16.

conditions, which induce heavy losses by evaporation, it is not possible to effectively store water over periods of seven years, during which there would not even be run-off to replenish evaporation and seepage losses. Mr. Post and I are familiar with Mr. Lee's investigations and are in accord therewith.

Subsequent to the beginning of Cuyamaca Water Company's enlargement of its system, one W. B. Hamilton made an appropriation at a point below the Company's diversion dam and, at the same time, applied to the U. S. Department of the Interior for the right to flood certain lands in the Capitan Grande Indian Reservation. It was found that this flooding would necessitate the abandonment of the entire Reservation, and the application was accordingly denied. Thereupon, any interests which W. B. Hamilton might still possess were transferred to the City of San Diego. It is upon this revived application that the recent hearing before the Land Office was held. Either S.5081 or H.R.11540, if passed, would grant the same site.

Any water rights which the City may have acquired from Hamilton are subordinate to those of the Cuyamaca Water Company. Possibly for this reason, City Attorney T. B. Cosgrove has advanced a claim of so-called pueblo water rights for the City of San Diego and has prepared a pamphlet setting forth his opinion in support thereof. This claim dates back to Mexican history of California. No less an authority than W. B. Mathews, attorney-at-law, who won a similar claim for the City of Los Angeles to the Los Angeles River, absolutely disagrees with Mr. Cosgrove. Judge Andrews, former City Attorney of San Diego, also disagrees with him, as do other attorneys of marked ability and, in so doing, do not find the claims on the



5/11/16.

San Diego River in any way parallel with those of Los Angeles to the Los Angeles River. An interesting bit of Spanish and Mexican history is involved. I suppose that if the City should acquire a right-of-way grant, the question of water rights can only be authoritatively determined in the Courts. Congress should not make grants which would provoke needless litigation.

The Cities of El Cajon, La Mesa and East San Diego, together with the surrounding territory, are absolutely dependent upon the system of the Cuyamaca Water Company for their water supplies. These cities and the surrounding communities are limited in their growth only by the extent of their water supplies. At present, they are growing with the increase of the Cuyamaca system. Shall their growth be jeopardized by a grant to the City of San Diego, which City now has far more available water supply per capita than have these Cities? The La Mesa Lemon Grove and Spring Valley Irrigation District has organized and is under contract to purchase the Cuyamaca system at a price fixed by the State Railroad Commission, but several matters have prevented the final consummation of this sale, not the least of which is the City's endeavor to gain an adverse claim on the San Diego River. The City is now contending that it is faced with a shortage of water supply and that this is a contingency which warrants the abandonment of the Capitan Grande Indian Reservation. Evidence introduced at the recent hearing at Los Angeles shows that the City of San Diego now has in storage a five year supply, if during these five years the run-off from all available sources is only sufficient to replenish losses by seepage and evaporation. This is the condition existing even since the failure of the City's Lower Otay Dam. Under these conditions, the

6/11/16.

fullest investigation should be made before enacting legislation, such as is proposed by S.5081 or H.R.11540. There is no necessity for feverish haste in the matter.

The San Diego Flume, now owned by the Cuyamaca Water Company, was constructed and has been continuously operated on an easement grant from the Secretary of the Interior by authority of an Act of Congress. Congress should not at this time, even if it has authority to do so, grant a right-of-way for a reservoir which will flood a portion of the right-of-way already granted under its authority. If such a grant is made, a legal controversy is sure to follow. At the recent hearing at Los Angeles, a number of witnesses for the City testified that the leakage from the proposed dam would be sufficient to provide for riparian owners further down the stream. Principal among these witnesses was Mr. Harris, the engineer who had charge of the construction of the Lower Otay Dam, which has since failed. At the hearing, Mr. Harris attempted to verify his contention by testimony as to the large amount of leakage which took place from the Lower Otay Dam. The lower riparian owners were not in sympathy with the theory of leaky dams and view this contention with considerable alarm. They are of the opinion that a properly constructed dam would not allow for the taking care of their needs by leakage.

The total cost of construction proposed by the City was variously assumed at the hearing at from \$2,000,000. to \$4,000,000. No estimates were available, because the depth of bedrock at the proposed dam site is not known and no surveys have ever been made of a conduit line to reach the City. It seemed to be commonly admitted that the cost would not be less than \$2,000,000 and, in this



assumption, I do not believe that the cost of moving the Indi and caring for the riparian owners was included. A certified copy of a document from the proper City officials was introduced to show that the present bonding margin of the City is \$1,640,000. Since then, the Lower Otay Dam has failed and must be rebuilt before any new sources are sought. Thus, the City is not financially able to proceed with the construction of the reservoir, if it is granted the right-of-way.

The lands which it is proposed, by either of these measures, to grant to the City of San Diego are largely within the Capitan Grande Indian Reservation and are the same as those included in the application upon which the recent hearing was held at the Los Angeles Land Office. The original Hamilton application, which has now been assigned to the City of San Diego, was rejected by the Department of the Interior on April 29, 1915 upon the recommendation of and for the reasons reported by the Commissioner of Indian Affairs, which were that the construction and maintenance of the dam and reservoir would seriously injure the Indians of the Capitan Grande Indian Reservation, because it would flood and deprive them of the use of the total irrigable area of the Reservation and would thus deprive them of their homes and other improvements and necessitate their moving to other lands. Hamilton has since assigned to the City of San Diego on a contingent basis any claims which he may have by virtue of his former application, and it was upon the claims so assigned that the Land Office held the recent hearing. At the hearing, it was developed that the Hamilton application was not made in good faith with any idea of his carrying the project through to its ultimate completion, but was

a matter of promotion, absolutely speculative in character, as far as he was concerned (transcript page 338).

At the recent hearing, Mr. Owen W. Bauer, Civil Engineer, employed by the U.S. Indian Service, testifying as a witness for the Government, introduced a table prepared by him (U.S. Exhibit IV) entitled "Estimated Damages Capitan Grande Reservation, Cal." with the statement that "Estimate includes amounts necessary to reimburse for relinquishment of lands, water rights and improvements, including removing Indians from Capitan Grande Indian Reservation, exclusive of burying grounds abandonment, and other indeterminate personal injuries to the Indians". The actual damage, as computed by this witness, and as verified by the testimony of Thomas F. McCormick, of the Office of Indian Affairs, amounted to \$216,516.00, no compensatory damage for personal injuries being included. At the conclusion of Mr. Bauer's testimony the record will show (Tr. 754) that the City Attorney of San Diego made the following statement; "I desire to say at this time on behalf of the City of San Diego, we consider this witness as fair in every particular, and that the figures he has given are in our opinion very reasonable and conservative approximates of the values of the land."

In the line of the above testimony by competent witnesses, together with the frank admission of the City Attorney of San Diego, I wish to call your attention to Section 5 of S.5081 which provides that under no circumstances will the City of San Diego, if the grant is made, be required to pay more than \$100,000. to compensate the Mission Indians located in the Reservation. This measure, if it should become a law, would amount to a direct grant from the Mission Indians to the City of San Diego of \$116,516.00



5/11/16.

and, in addition, would necessitate an Indian eviction such as was pictured by Helen Hunt Jackson in "Ramona".

There is no question but that the Reservation will have to be abandoned and the Indians moved elsewhere, if the lands in question are granted to the City either by grant of the Department of the Interior or by the enactment of Legislation, such as was proposed by the two companion Bills now before the 64th Congress, S.5081 and H.R.11540. The statement of the City Attorney at the recent hearing (Tr.37) indicates the position of the City in this regard when he says: "The City admits that the granting of this permit will flood, if not the entire tillable land of the Indians, such a large portion of it that the remaining portion would be uninhabitable from a sanitary standpoint, and we would not desire the Indians living on the rim of the reservoir, and we admit that the granting of the permit, for all practical purposes, will take from the Indians all of their tillable land, take from them all of their places of abode, and they would have to be moved from their location" \*\*\*\* "the position the City of San Diego takes is the granting of this permit would compel the Government to remove the Indians to some other place." Mr. McCormick of the Office of Indian Affairs states that he does not think it would be possible to remove these Indians without using force.

Appreciating the condition of the Mission Indians of California and realizing the fact that in the past they had been oppressed and abused by the whites in the name of advancement and progress, Congress passed an Act, which was approved by the President, and became a law on January 12, 1891, (26 Stat. 712), the title of which is indicative of the end sought: "An Act for the Relief of the

5/11/16.

Mission Indians in the State of California".

The Act in question provides, among other things, for the appointment of "three disinterested persons as Commissioners to arrange a just and satisfactory settlement of the Mission Indians residing in the State of California, upon reservations which shall be secured to them as hereinafter provided."

Section two of said Act states in part: "That it shall be the duty of said Commissioners to select a reservation for each band or village of the Mission Indians." \*\*\*\* "which reservation shall include, as far as practicable, the lands and villages which have been in the actual occupation and possession of said Indians, and which shall be sufficient in extent to meet their just requirements."

Section three provides: "That the Commissioners, upon the completion of their duties, shall report the result to the Secretary of the Interior, who, if no valid objection exists, shall cause a patent to issue for each of the reservations selected by the Commission and approved by him in favor of each band or village of Indians occupying any such reservation which patents shall be of the legal effect, and declare that the United States does and will hold the land thus patented, subject to the provisions of section four of this act, for the period of twenty-five years, in trust, for the sole use and benefit of the band or village to which it is issued, and that at the expiration of said period the United States will convey the same or the remaining portion not previously patented in severalty by patent to said band or village, discharged of said trust, and free of all charge or incumbrance whatsoever."



5/11/16.

The provisions of this Act were complied with. The Capitan Grande Band of Indians, under patent issued March 10, 1894, are the owners of the equitable title to all of the lands within the Capitan Grande Reservation, which are enumerated in S.5081 with the exception of the E 1/2 of SE 1/4 of Sec. 21, T. 14 S., R.2E.,S.B.M. (an area of approximately 9.83 acres within the flood line.)

The Government of the United States holds the legal title to said lands in trust for the Indians. The patent above referred to reads, in part, as follows:

"NOW KNOW YE, THAT THE UNITED STATES OF AMERICA, in consideration, of the premises and in accordance with the provisions of the third section of the said Act of Congress approved January twelfth, eighteen hundred and ninety one, hereby declares that it does and will hold the said tracts of land selected as aforesaid (subject to all the restrictions and conditions contained in the said Act of Congress of January twelfth, eighteen hundred and ninety one) for the period of twenty five years in trust, for the sole use and benefit of the said Capitan Grande Band or Village of Mission Indians, according to the laws of California, and at the expiration of said period the United States will convey the same or the remaining portion not patented to individuals, by patent to said Capitan Grande Band or Village of Mission Indians as aforesaid, in fee simple discharged of said trust and free of all charge or incumbrance whatsoever" \*\*\*.

The language of this document is plain and unambiguous and, if justice to the Indians is done, is capable of one construction only, and that construction would absolutely preclude the allowance of a grant, such as is proposed by S.5081 and H.R.11540.

I also wish to direct your attention to the testimony of Mr. Francis R. Schenck, Assistant Chief Engineer of the U.S. Irrigation Service, who, as witness for the Government at the recent hearing, while testifying regarding the relative merits of the system proposed by the City of San Diego and that of the Cuyamaca Water Company, whose plans will ultimately utilize all of the waters of San Diego River for domestic and irrigation uses, made the following

5/11/16.

statement:

"Q: As the representative of the Indian Service is there any statement that you would like to make in reference to the effect it will have upon the Indians in El Capitan Reservation?"

A: I would like if possible to answer that question which I was not able to, I felt in the way in which it was propounded and this bringing in the effect upon the Capitan Grande Indian Reservation, I think I can answer it, that is, from the evidence I have seen and the testimony I have heard, and the knowledge which I had already of the facts and conditions, I believe I can say that I am not convinced that the benefit which San Diego would derive from the use of this water, being a smaller amount in my estimation, a smaller amount than they have estimated upon would be enough more valuable than the benefit that San Diego might derive from the development of the Cuyamaca Water system, and whatever water they might, the City of San Diego might be able to acquire thereby, to justify us yet in the abandoning of the Capitan Grande Indian Reservation." (Tr.774)

I believe the reasons here enumerated will convince you that the two measures proposed are unjust bits of special legislation which are not at this time necessary for the growth or development of the City of San Diego since, even if its own S.Cal. Mt. Water system is conceded to be insufficient to meet its full needs, it can derive an adequate supply for all times from the San Luis Rey River, and these measures impose great injustice upon the Indians of the Capitan Grande Indian Reservation, upon the Cuyamaca Water Company and upon the lower riparian owners.

Very Sincerely,

WLH:

W. L. Tuben



UNITED STATES SENATE  
Committee on Woman Suffrage.

May 19, 1916

Walter Leroy Huber Esq.,  
First National Bank Building,  
San Francisco, California.

Dear Sir:

Mr. James R. Dixon of the Denver Bar has recently forwarded me your letter to him of the 11th instant regarding S. 5081 and H.R. 11540. I have read your statement with much interest and will look carefully into the subject before taking any action adverse to your suggestion.

Very truly yours,

(signed) C. S. Thomas.

CST/GKT

June 30, 1916.

Mr. W. L. Huber,  
1304 First National Bank Bldg.,  
San Francisco, Calif.

Friend Huber:

Answering yours of the 28th, will say that nothing can be done until Secretary Lane makes his report. After that, the matter will come up before the Congressional Committee. I will let you know as soon as I get a wire from Washington as to what Lane's report is.

Yours very truly,

F-S

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July 1, 1916.

Mr. W. L. Huber,  
1304 First National Bank Bldg.,  
San Francisco, Calif.

My dear Mr. Huber:

Enclosed please find our check No. 8878,  
on the First National Bank of San Diego, for \$192.54, for  
services rendered by you in the W. B. Hamilton matter,  
during the months of May and June, 1916.

Our Manager, Mr. Ed Fletcher, having just returned from  
the East, instructed me to send you check for the May  
account. Kindly receipt the enclosed voucher and return  
same at your convenience, and oblige,

Yours very truly,

CUYAMACA WATER COMPANY.

\_\_\_\_\_  
Secretary

M-S

84

December 18, 1916

Mr. Walter L. Huber,  
First National Bank Bldg.,  
San Francisco, Calif.

My dear Mr. Huber:

We are enclosing herewith our check on  
the First National Bank of San Diego, for \$9.60, being  
the amount advanced by you to pay the deposit for the  
Calendar year of 1917 on account of power permit in the  
Cleveland National Forest, known as Boulder Creek. This  
item you had included in your statement rendered to the  
Volcan Land & Water Co, which is entirely independent  
from our company.

Kindly receipt the enclosed voucher and return same  
at your convenience, and oblige,

Yours very truly,

F-S

84



*San Diego*

January 8, 1917.

Mr. W. L. Huber,  
1st National Bank Bldg.,  
San Francisco, Calif.

My dear Huber:

I enclose herewith "Application for San Elijo Canal and Reservoir on Escondido Creek, by Ed Fletcher," to be held by you subject to the instruction that it is not to be filed except by order of Mr. Fletcher.

Mr. Fletcher has not yet obtained the options on the reservoir lands and it is fundamental that these must be obtained before filing. He is now negotiating, and he will notify you when he is ready.

Is it possible to file without any publicity, and obtain an informal pledge from the Commission that no notices shall be sent out? I wonder if it would serve this purpose to file the application and take 60 days for the maps. Please write your advice in the matter.

You will recognize this as the Escondido Creek involved in the Cardiff Irrigation District.

Very sincerely yours,

*W. L. Huber*

WSP-S

WALTER LEROY HUBER  
ASSOC. MEM. A. S. C. E.  
CIVIL ENGINEER

FIRST NATIONAL BANK BUILDING  
SAN FRANCISCO, CALIFORNIA

Jan. 8, 1917.

Mr. Ed Fletcher  
920 8th Street  
San Diego, Calif.

Dear Mr. Fletcher:

I have discussed with Mr. Du Bois the road which you are building to a look-out point east of Warner Grant, and have also looked up the correspondence in this matter with Mr. Brothers of the District Forester's office.

I find that some official of the Indian Service seems to be possessed with the idea that you should pay something for the right to spend your money building roads through the Indian Reservation. On or about Dec. 14, 1916, the Acting Secretary of Agriculture wrote to the Assistant Secretary of the Interior, telling him what an advantage this road would be both to the Forest Service and the Indian Service, and recommending that he allow the work to proceed and, if the Indians must be reimbursed, he suggested that this might be done from Forest Service funds, if the cost were not too great. The District Forester has not yet been notified of an answer to this letter, but will write to Washington again about it.

Very Sincerely,

WLH:OH

*W. L. Huber*



COPY for Mr Fletcher

February 22, 1917.

Mr. W. L. Huber,  
First Natl Bank Bldg.  
San Francisco, Cal.

Dear Sir:

Replying to your letter of January 23rd, which has been unaccountably overlooked; the answer to the first question is as follows:

The maximum capacity of the line below the junction of Black Canyon Feeder is to be 30 second feet. This in our plan would be maintained by the flow of all of Black Canyon, or a portion from Black Canyon and the remainder from the Main Santa Ysabel; or when Black Canyon is dry or practically so, entirely from Santa Ysabel.

Or expressed in another way, is a maximum supply from the two sources of 30 second feet, each source individually to be furnished with diversion capacity to supply 30 second feet individually, but the limit of joint diversion to be 30 second feet.

The owner of point of diversion on the Santa Ysabel is William G. Henshaw, Mills Bldg. San Francisco, and is held in the interest of the applicant.

The point of diversion on Black Canyon is upon U. S. Indian Reservation, at its extreme lower or downstream portion and for this an application to the U. S. Interior Department will be filed.

Yours truly,

WALTER LEROY HUBER  
ASSOC. MEM. A. S. C. E.  
CIVIL ENGINEER

FIRST NATIONAL BANK BUILDING  
SAN FRANCISCO, CALIFORNIA  
Feb. 23, 1917.

Mr. Ed Fletcher,  
920 - 8th Street,  
San Diego, Calif.

Dear Mr. Fletcher:

I have your letter of February 20, regarding filings with the State Water Commission.

There are three filings in question: Santa Maria Creek; Sutherland-Ramona-Black-Canyon-Santa-Ysabel; Escondido Creek.

In accordance with Mr. Post's instructions of Sept. 30, 1916, I filed the Santa Maria Creek application with the State Water Commission (incomplete, as map was not included) on Oct. 2nd. The Commission granted me until December 10, 1916 to file the map in order to complete the application. Since then I have secured various continuances of the time for filing the map and completing the application, but this will expire on Feb. 25, which happens to fall on Sunday. Accordingly, I will file the map and complete the application before noon tomorrow, Saturday, the 24th. I received this map from Mr. Post some time ago, but have been holding it as long as my time extension would permit. The uncompleted application has been on file with the Commission since Oct. 2, and the fact that it has appeared in Associated Press Dispatches is simply occasioned by some news reporter's happening to stumble onto it within the past few days.

The application to use the waters of Santa Ysabel and Black Canyon Creeks was filed with the Commission by my office in my



#2

Ed Fletcher

2/23/17

absence, but directly upon your order, on Jan. 16, 1917.

Ever since about January 11, I have been holding in my office an application to the Commission for San Elijo Canal and Reservoir on Escondido Creek. This is to be filed only on receipt of <sup>your own or</sup> Mr. Post's order. This is the application in the Cardiff Irrigation District.

Very Sincerely

WLH:OH

*W. L. 7 Faber*

March 28, 1917.

Mr. Ed Fletcher  
920 - 8th St.  
San Diego, Calif.

Dear Mr. Fletcher:

I have your letter of the 21st inst., with a letter of the 20th from Mr. Post and copies of the contracts between Escondido Mutual Water Company and William G. Henshaw, and between the U.S. Indian Service and the Escondido Mutual Water Company.

I had the opportunity a couple of days ago of having a very satisfactory talk on this whole matter of the Escondido Mutual Water Company's proposed power development with Mr. Chandler of the State Water Commission. With the information contained in these two contracts, I was able to very well acquaint him with the situation. He will insist upon the Escondido Mutual Water Company's obtaining a permit from his Commission for the use of any water for the generation of electrical power; in fact, he has no option in the matter, for it must do so in accordance with law. The information which I supplied to him will enable him to handle the whole matter much more intelligently. Neither your name nor that of any of your companies appears in any way in the Commission's files of this case and, in handling the matter, the Commission will in no way implicate you. Mr. Chandler, when talking with me, realized that some of the information I had was gained by a study of these matters for you. However, our whole talk was informal, and will be regarded confidentially



#2

E.F.

3/28/17.

by Mr. Chandler.

I will keep you informed of any further developments and, if I consider further action necessary, will communicate with you.

Very Sincerely,

*W. L. Huber*

WLH:OH

April 4, 1917.

Mr. Ed Fletcher  
920 8th Street  
San Diego, Calif.

Dear Mr. Fletcher:

I have just discussed the matter of the Escondido Mutual Water Company's use of water from its ditch for the generation of power, with Mr. Chandler. As far as he has been able to learn from investigations and some correspondence with the Company, the matter which the Geological Survey has called up is the use of water through the Escondido Mutual Water Company's Rincon Power Plant. It appears that this plant has already been constructed and is operated intermittently, and it further appears that no water, other than that which the Escondido Mutual Water Company has already the right to divert to its ditch is utilized. If this is the case, I do not believe you will care to make any objection and, in fact, I doubt whether you would have grounds for objecting. Mr. Chandler fully appreciates from my conversations that, if the Escondido Mutual Water Company attempts to increase its diversion over that amount for which it has already established a right, objections will be forthcoming.

Very Sincerely,

*W. L. Huber*

WLH:OH



Copy for Mr. Post

April 20,  
1917.

Mr. Ed Fletcher  
920 - 8th Street  
San Diego, Calif.

Dear Mr. Fletcher:

I am enclosing herewith for your information copy of a letter of April 19, 1917 which Mr. Chandler of the State Water Commission has written to Mr. George Otis Smith, Director of the U.S. Geological Survey, in the matter of Escondido Mutual Water Company's use of certain waters from its ditch for the generation of power.

This letter is self-explanatory and is along the lines of mine of April 4 to you.

Yours very sincerely,

WLE:OH

Copy

STATE WATER COMMISSION  
of  
CALIFORNIA  
San Francisco

April 19, 1917.

Mr. Geo. Otis Smith, Director,  
United States Geological Survey,  
Washington, D. C.

Dear Sir:

Immediately upon the receipt of your letter of February 26th requesting data in re water rights of the power project filed by the Escondido Mutual Water Company in connection with its application (Los Angeles 025393) for right of way for power purposes, this office communicated with the officers of the company.

It is the impression of the company that the right of way for the power plant itself was covered by the contract between the United States and the company dated February 2, 1914 and referred to in your letter of February 26th. So far as we are concerned, your office will, of course, be the better judge as to whether said contract does cover the grant of right of way.

The water to be used through the Rincon plant is water covered by the rights of the U. S. Indian Service for irrigation use, and the rights of no other parties can be prejudiced by the proposed use at the Rincon plant.

Section 3 of the California "Water Power Act" approved January 2, 1912 (Stats. Ex. Sess. 1911, p. 175) is as follows:

"Water or the use of water appropriated for purposes other than the generation of electricity or other power shall not be used for the generation of electricity or of electrical or other power except under a separate and distinct appropriation made as provided in this act for such purpose."



Mr. Geo. Otis Smith . . . . . #2

As this act was in effect at the time the agreement was executed by the company and the United States it was necessary under the statute to make a separate appropriation for power purposes. This office has very carefully considered the present case and so far as it is concerned will not insist upon the statutory requirement for the reason that the legal principle has been long accepted that a right to the use of water entitles its owner to use it for any purpose, just as long as the rights of others are in no way injured. As the right to the use of water was vested in the Indian Reservation long prior to the passage of the California Water Power Act, the above rule would apply in this case.

The present Water Commission Act is rather severe in its requirements of filing fees for power projects. The act has been amended by the present Legislature (and the amendment will undoubtedly be signed by the Governor) so that the filing fees for power projects are placed on a very reasonable basis. As soon as this amendment goes into effect we shall suggest to the company that it apply for water in the regular way in order to satisfy every statutory requirement. As stated above, however, we do not wish to press this requirement at this time and respectfully recommend that you approve the application if in other respects satisfactory to you.

Yours very truly,

AEC/EM  
cc/Escondido Mutual Water Co.  
cc/Mr. W. L. Huber.

Commissioner.

WALTER LEROY HUBER  
MEM. AM. SOC. C. E.  
CIVIL ENGINEER

FIRST NATIONAL BANK BUILDING  
SAN FRANCISCO, CALIFORNIA

December 28, 1917.

Mr. Ed. Fletcher,  
920 Eighth Street,  
San Diego, Cal.

Dear Mr. Fletcher:

I am enclosing herewith to complete your files the Revocation of Permit in the matter of Cuyamaca Water Company's Boulder Creek project, which revocation was signed by Hon. D. F. Houston on December 5th, 1917. I am also enclosing the District Forester's letter of December 13th in which he makes a quotation from a letter of December 6th from the Chief Engineer of the Forest Service. This entire matter was the subject of my recent verbal explanation to you. I regret that the officials of the department did not allow us to hold the permit longer but I thoroughly understand their position - they have already allowed it to run far beyond the terms of the agreement.

Very sincerely,

*W. L. Huber*

WLH/RH

Encs.

*Mathews*



The New Willard Hotel,

Washington, D.C.

February 4, 1918.

W. L. Huber Esq.,

First National Bank Building,

San Francisco. Cal.

My dear Huber,

Thanks for your two telegrams, more than I can say, and I know you are doing everything on earth to help out.

I am too full for utterance over things that have happened here, but am keeping up the fight. It is a hard proposition fighting against a municipality. Don't expect to be home before the fifteenth, but will write you again.

Congressman Elston is going the limit for me, and I am sure is in sympathy with our position, as well as are many other Congressmen, but Cosgrove got the bill introduced into the Senate Tuesday afternoon, had a hearing Wednesday morning before the Public Lands Committee of the Senate and had it reported out favorably by that Committee and put on the Calendar for a final vote in the Senate; the whole thing done in less than 24 hours without my having a chance to be heard. Cosgrove, of course, was present and presented his case, carefully refraining from saying that I was here or that I was appearing opposing the bill before the Public Lands Committee of the House. He has overdone it, I think, as results will show, for I believe I have enough votes in the Senate to have it referred back to the Committee, although senatorial courtesy is so strong I am up against a hard proposition, the hardest in my life. The next two or three days will tell.

With kind regards,



## IRRIGATION DISTRICT FORMATION.

By- W. L. Huber.

Febr. 25, 1918.

There is a special act of the legislature under which the formation of Irrigation Districts may be affected, but this is not the act under which you should proceed in San Diego County. To make my point clear, there are in existence two acts under which irrigation districts may be formed at the option of those desiring to form such districts. The older method is a modification of the original so called Wright Act and is the one most commonly used and which should, without question, be followed in forming a new district in San Diego County or in enlarging Cardiff Irrigation District. The special act creates an irrigation commission. You can secure a copy of this special act by writing to the Secretary of State asking for a copy of Assembly Bill #792 of the 1917 legislature (approved May 28, 1917) but I strongly recommend that you do not give this measure any great amount of consideration. It was really enacted to take care of the situation on the lower Kings River where cooperation between the State and the United States is desired. Mr. Chadler of the Water Commission is a member of the Irrigation Commission created thereby and he does not recommend the use of this act for any conditions similar to those you are handling. You should proceed under the Wright Act legislation. This began with the Statutes of 1887 and has been the subject of new legislation by almost every legislature since. In fact, the history of this legislation is as follows:



Wright Act, Statutes 1887, page 29.

Amendments: 1889 p.15; 1891 pp. 142, 147, 244; 1893  
pp. 175, 516; 1897 p. 241; 1889 p. 2.

Supplemented: 1889 pp. 18, 21, 212; 1893 pp. 276, 520,  
1895 pp. 127, 174; 1897 pp. 254, 394.

Repealed: 1897 p. 254 (saving clause Sec. 109).

Bridgford Act, Statutes 1897 p. 254.

Amendments: 1901, p. 815; 1905, p. 27; 1909, pp. 12,  
46, 429, 461, 998, 1062, 1075; 1911 pp. 509,  
1111, 1911, (extra session) pp. 135, 139, 248;  
1913 pp. 59, 781, 993; 1915 pp. 836, 1291,  
1326, 1327; 1917 pp. 751.

Repeal 1917 p. 915 (repealing sec. 64.)

To follow this up requires reference to many volumes of the State Statutes. Mr. Carr of Redding who is the Attorney for the Anderson Cottonwood Irrigation District and with whom I did some considerable work about a year ago had occasion to look up all of these statutes in connection with Anderson Cootomwood Irrigation District, and in connection with his investigations had a digest of them published in a little paper bound pamphlet. I would suggest that for your use you get one of these pamphlets entitled "Irrigation Laws of California" by Carr and Kennedy. The pamphlet is published by L. S. and J. K. Pratt of Anderson, Shasta County, California. The price is fifty cents.

To consider the question raised in your letter. My understanding of the necessary requirements in the formation of a district is that a petition must first be presented to the County Board of Supervisors signed by a majority in number of the holders of title of lands within the proposed district. If the Board of Supervisors determines that the petitioners have complied with the requirements of the law and after verification if it finds that the proper number of



2/25/18.

- 3 -

signatures has been secured it causes a copy of the resolution so declaring to be forwarded to the State Engineer and postpones further hearing on the petition. The State Engineer then causes a preliminary investigation of the proposed project to be made and if he finds it to be feasible so reports. The Board of Supervisors then holds a hearing on the petition for the formation of a district. In this hearing the boundaries of the district are defined and established, the Board subdivides the proposed district into five districts, each to elect a director. The Board of Supervisors then gives notice of an election to be held in the district for the purpose of determining whether or not it shall be organized. At the same election at which the question as to whether or not the district is to be organized is to be determined upon there shall be elected a board of directors an assessor, tax collector and treasurer. At this election no person shall be entitled to vote unless he possesses all of the qualifications required of electors under the general election laws of the State. The formation of the district requires that at least two-thirds of all of the votes shall be for the formation of the district. Upon canvassing these votes the Board of Supervisors declares the territory organized as a district and declares the persons receiving the highest number to be elected to the respective offices. The Board then causes a copy of this order to be filed for record in the recorder's office.

After the organization has been perfected the Board of Directors may, with a view of issuing bonds for the construction of works, cause an engineering investigation to be made after which it may submit the result of this investigation with an application to the Irrigation District Bond Commission (composed of the State Engineer, Attorney General and Superintendent of Banks). If this commission finds the bond issue one which meets certain requirements of the act approved June 13, 1913, statutes 1913, page 778, it so reports. Then the Board of Directors, when petitioned by



the majority of the holders of title within the district, may call an election at which the question of whether or not the bonds of the district in the amount set forth in the petition shall be issued is submitted to the electors. At this elections only a majority of the votes cast is necessary to carry the bond issue.

You may be misled by recent events in San Diego County. State Engineer McClure is very obliging in these matters and if guaranteed the expense of this investigation will go ahead with such investigation informally before a petition is submitted to the Board of Supervisors. Thus he is often able to suppress proposed districts which he would finally be compelled to not approve and by acting promptly he often enables interested individuals to avoid unnecessary expense. In a similar manner investigations by the Irrigation District Bond Commission have been made in advance. This is precisely what Mr. McAtee was doing for Cardiff Irrigation District recently. My own investigations of the proposed enlargement of Cardiff Irrigation District were in the same way made for Mr. McClure both in his first capacity as State Engineer and later as a member of the Irrigation District Bond Commission. The enlargement of Cardiff Irrigation District is a simpler procedure than the formation of an entirely new district. I covered the necessary procedure in that case quite fully in a letter of December 31st to Col. Fletcher and I would suggest that you read over a copy of that letter.

I believe there is no special form required in any of the necessary petitions for the formation of these district. Mr. Kurtz's plan of going ahead is, in view of the above, strictly correct legally. The original petition should be presented to the supervisors before the approval of the State Engineer is actually secured.

These matters will be very fully covered in the little pamphlet mentioned, and finally I wish again to say that you should stick strictly to the laws therein enumerated and avoid the special bill.



San Diego, Calif.  
March 12, 1918

Dear Mr. Fletcher;-

After a general field investigation of the proposed San Luis Rey Irrigation District, supplemented by very general office studies, I find that in order to make my report to Mr. McClure, State Engineer, I must have the results of certain surveys. A survey of the line from Warner Dam Site via Hell Hole to Merriman Reservoir should be made and in addition to this survey cross sections and slopes of Escondido Mutual Water Company's canal should be made at sufficient points to determine how much work would be necessary to enlarge this canal for various possible increased capacities.

The distribution system for this district will necessarily be very extensive and will consist of many branches and laterals. Its principal features will, however, consist of a northerly line and a southerly line connected by a line along the coast. It is necessary to have a survey of these lines in order to determine with some precision their dimensions and cost. Surveys of the many remaining smaller lines are not absolutely necessary at the present time.

However, an intelligent study of the number and location of these laterals and of possible exclusions from the District must be preceded by a rather intensive classification of the lands. Mr. Faude has the requirements of this classification well in mind, as I found in my discussion with him today. I suggest that as soon as weather conditions will permit you have him go over these lands in the field and make such classification. Thus much unnecessary engineering work and consequent expense may be eliminated and, at the same time, data sufficient for preliminary consideration and approximate estimates of the lesser important laterals may be acquired with the least expense.

Very truly,

*W. L. Huber*

WLH/bm  
cc WFMcC  
wlh

To Mr. Ed Fletcher,  
San Diego, California.

WALTER LEROY HUBER  
CIVIL ENGINEER

March 18, 1918

Mr. M. W. Spencer, Chairman,  
San Luis Rey Irrigation District Committee,  
Oceanside, San Diego County,  
California.

Dear Mr. Spencer:

After a general field investigation of the proposed San Luis Rey Irrigation District, supplemented by very general office studies, I found that, since there are several alternative routes for conducting the waters stored in Warner Reservoir to the District all crossing mountainous lands, certain surveys not heretofore made must now be completed before the best and most economical route can be selected with certainty. For this reason I have ordered that these surveys be made by Volcan Land and Water Company's engineers. Several weeks time must necessarily be thus spent.

In the meantime I will, by utilizing the very extensive records of stream flow which are available, determine the irrigable area which may safely be included within the District's boundaries. Mr. Faude will make a classification of lands which will be of great value in later determining just which lands should be included within the District.

I will return to the project upon the completion of the surveys, or, at least, after they have progressed to considerable extent. I wish to assure you that, on behalf of the State Department of Engineering, I will report completely upon all engineering features of the proposed district.

Very truly,

*W. L. Huber*

WLH:RH  
cc. Mr. W. F. McClure, State Engineer and Col. Fletcher.



WALTER LEROY HUBER  
CIVIL ENGINEER

March 13, 1918

Mr. Thos. P. Ellis,  
924 Fifth Street,  
San Diego, Cal.

Dear Mr. Ellis:

In order to secure necessary data for reporting upon the proposed San Luis Rey Irrigation District you will, as I am informed by Mr. Fletcher, cause certain surveys to be made. To meet the requirements of my report it will be necessary to have a survey of a line from Warner Dam Site along the south bank of the San Luis Rey River to the District. This line will, in general, follow one which you have yourself studied as far as possible without a survey. In addition to this line it is necessary to measure the cross sections and slopes of various sections of the existing canal of the Escondido Mutual Water Company, but a survey of this latter canal is unnecessary. The data thus secured will, with surveys already made of the Pamo-San Clemente Conduit, I believe, be sufficient for the preparation of my report.

I will be glad if you will, in my absence, inform me from time to time of progress on this survey.

Very truly,

*W. L. Huber*

WLH/RH

WALTER LEROY HUBER  
CIVIL ENGINEER

March 18, 1918.

Mr. A. H. Wohlford,  
Escondido National Bank,  
Escondido, San Diego County,  
California.

Dear Mr. Wohlford:

In reporting to the State Department of Engineering upon the possibility of a joint use with the proposed San Luis Rey Irrigation District of the Escondido Mutual Water Company's canal (enlarged lined), I would be very glad if you would furnish me a blue print or blue prints of the survey map of the canal together with any data pertaining to its cross sections and slopes. Also, a map of the reservoir and dam site, particularly of the possible enlarged reservoir which would be created by raising the flood line to a height of 110 feet.

As I explained to you personally, this proposal of a joint use of your company's canal is, if agreeable to the company, one of three possible alternatives for the San Luis Rey Irrigation District. It is to intelligently compare these alternatives that I am seeking this data. If you so desire, I can return maps or prints upon the completion of my investigation.

Very truly,

*W. L. Huber*

1304 First National Bank Building,  
San Francisco, Cal.

WLH/RH



San Diego, Calif.  
May 14, 1918

Mr. W. I. Huber,  
First National Bank Bldg.,  
San Francisco, Calif.

My dear Mr. Huber:-

I am in a peck of trouble. I would not for the world hurt Mr. McClure's feelings, yet he has ordered me to double the thickness of the Eagles Nest Dam, although it is half completed. The dam only holds about a million gallons: the creek will be diverted so that it will not run through or over the dam, and the dam will only be an open reservoir.

Enclosed find letter from Eastwood stating that the dam is so constructed that the pressure per square inch, on the Eagles Nest Dam is less than the Lake Hodges Dam.

Also enclosed find plan which is explanatory. It will cost a relatively large sum of money to follow out Mr. McClure's instructions and the work might as well cease now, for I am afraid Mr. Henshaw might turn the proposition down if I told him what the expense is going to be. What I want to know is this: is Eastwood right or not when he says that the Eagles Nest Dam is relatively stronger than the Lake Hodges?

Mr. McClure has no control over the construction of this dam, but I think everything of him and also of his judgement as an engineer. Perhaps Mr. McClure has been misinformed by his office force, or perhaps Eastwood has not furnished the necessary information. Kindly let me hear from you on the subject, with your advice as to what to do. In the meantime there is no work being done at Eagles Nest Dam.

Yours very truly,

WF/bm  
encl 2

WALTER LEROY HUBER  
MEM. AM. SOC. C. E.  
CIVIL ENGINEER

FIRST NATIONAL BANK BUILDING  
SAN FRANCISCO, CALIFORNIA  
May 20, 1918.

Mr. Ed. Fletcher,  
920 Eighth Street,  
San Diego, Cal.

Dear Mr. Fletcher:

I have, through choice, remained a spectator in the matter of Eagle's Nest Dam, never having made any recommendations in the matter to either you or Mr. McClure. However, by your letter of May 14th, you ask certain questions regarding it.

According to my calculations the stresses in Eagle's Nest Dam are somewhat higher than those in the arches of Lake Hodges Dam. However, I do not consider a comparison with Lake Hodges Dam as material nor do I think it would affect Mr. McClure's opinion - even if the stresses were the same as in Lake Hodges Dam. I believe Mr. McClure would inform you that he will not approve another design with arches as thin as those of Lake Hodges Dam, and his reasons for such opinion are, in part at least, practical ones and I believe have been substantiated by close observations on Lake Hodges Dam. Mr. McClure is keenly alive to the high responsibility with which he is charged by the State in these matters and is fully aware of the serious moral effect which would be occasioned by the failure of a dam built from plans which had received his approval, be it ever so small a structure. Since I fully appreciate his motives and approve his attitude I cannot ask him to change it.

As to the stresses in the structure as designed, they are higher than I would have used, but are on the other hand not so



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excessive that they will not be resisted by excellent concrete. The absolute solidity of the abutments is critically necessary for the stability of the structure. These I have never seen and cannot judge. If they are to be absolutely relied upon and if you are certain of the best quality of concrete, the plans show a structure which would not fail, although it is a bolder design than is dictated by conservative engineering practice. I note that only about one million gallons of water will be impounded - the reservoir will thus be, in reality, not larger than some existing tanks. Furthermore, it is so located that loss of life or material damage, other than loss of the structure, would not be occasioned by failure. Under all of these circumstances, and since Mr. McClure's approval is not required by law, I think that if you are certain of the best quality of materials and workmanship, you are warranted in proceeding with the construction planned, with, perhaps, some minor modifications.

I note in the specifications of October 31, 1917, which accompanied your letter of May 14, 1918, that "old cables are to be used for reinforcement" although I find no mention of their size or strength. From the plans it appears that all reinforcement is horizontal. Under this specification I cannot, and did not, take the reinforcement into consideration. The stresses are necessarily practically all compressive and to resist these, reinforcing is not required. However, the absence of a proper and sufficient abutment at the right bank will, according to my calculations, induce shearing stresses which are more than I think should be imposed upon plain concrete. Therefore I believe that, even if you hold to the original design, the addition of vertical reinforcing to relieve these stresses would be a wise precaution. I also recommend the sub-

5/20/18

stitution of steel reinforcing for the old cables.

Finally, please note that in rendering this opinion I do not assume responsibility for the structure because the condition of the abutments is not personally known to me and because, necessarily, I cannot have knowledge of the quality of materials. I am also, from your statements, assuming that the inflow into the reservoir is artificially controlled and will never exceed the capacity of the spillway.

Very sincerely,

*W. L. T. Huber*

WLH/RH



WALTER LEROY HUBER  
CIVIL ENGINEER

June 3, 1918.

Mr. W. F. McClure, State Engineer,  
Forum Building,  
Sacramento, California.

Dear Mr. McClure:

Under date of May 14th, Col. Fletcher referred to me a set of the plans for Eagles Nest Dam for report. After examining these plans I replied on May 20th. I am enclosing herewith for your information a copy of a letter of May 9th from Mr. Eastwood addressed to Col. Fletcher, also a copy of some general specifications dated October 31, 1917, both of which were sent to me by Col. Fletcher, and along with these I am enclosing a copy of my letter of May 20th to Col. Fletcher. From my letter you will note that the structure is bolder than I would have designed it and that I am by this letter assuming no responsibility for the design. However, I find that with excellent abutments and concrete material and some modifications of the reinforcing, a structure built in accordance with these plans would not actually fail. It is also true that the failure of this structure would cause practically no damage except the loss of the structure itself.

Col. Fletcher is now fully informed as to the merits of this design but he finds that its use will not warrant any appreciable increase in the cost since it was partly built last season. He is willing if he losses the structure to "take his medicine". Although he realizes that it is not necessary for him to secure your approval for the construction of a dam holding only a million

WFMOC -2-

6/3/18

gallons of water, he is, on the other hand, very anxious not to offend you as he fears he might do if he proceeds with the construction, since he has both a very high regard for you personally and for your judgment. As you will note from my letter, I have declined to ask you to approve the plan because I do not myself approve of it. However if you feel inclined to let Col. Fletcher know that he is offering you no offense by proceeding with this construction at his own risk and at the same time that you incur no responsibility whatever for it, you will undoubtedly be able to thus relieve him.

Very sincerely,

*W. L. Huber*

WLH/RH



WALTER LEROY HUBER

MEM. AM. SOC. C. E.

CIVIL ENGINEER

FIRST NATIONAL BANK BUILDING  
SAN FRANCISCO, CALIFORNIA

June 5, 1918.

Mr. Ed. Fletcher,  
920 Eighth Street,  
San Diego, Cal.

Dear Mr. Fletcher:

During my recent field trip over the proposed San Luis Rey Irrigation District I determined that the inclusion of the Fallbrook area is impracticable and that the survey of a line to this area would involve an unwarranted and needless expense. I also went over the proposed distribution lines with Mr. Faude and decided that surveys of only the flow lines immediately below Merriam Reservoir are now warranted - Mr. Ellis is proceeding with these surveys at the present time. Estimates necessary for my report can be made for pressure lines beyond the flow lines from the large scale maps which Mr. Faude has prepared. The exact positions of these lines are dependent upon the lands to be served and in many instances upon available rights of way.

In addition to the completion of the surveys, much office work by your engineering force is now necessary to enable me to complete my report. The following are some of the essential items:

- (1) Trace maps of survey. (Scale: 100' to 1")
- (2) Place canal locations on maps.
- (3) Estimate quantities of canals and pipe lines.
- (4) Determine and outline boundaries of the District.
- (5) Make classification of lands included within proposed boundaries - should be done by Mr. Faude and will take several days of his time in the field.

Extra copy included.



6/5/18

Unless this work can be carried on with dispatch, my report will be greatly delayed and it is my sincere hope that this be not the case. I am especially anxious that Mr. Faude be not diverted to other problems and I suggest that Mr. McClung be brought into the office to complete the mapping as rapidly as possible - perhaps he has already been brought in. This letter is intended to outline to you the extent of the office work which must now be completed and which is urgent.

Very sincerely,

*W. L. Huber*

WHL/RH

Copy sent Mr. McClure.

August 19th, 1918.

Mr. W. L. Huber,  
First National Bldg.,  
San Francisco.

Dear Mr. Huber;

Mr. F. M. Faude is sending you estimates of cost, from Warner Reservoir to and including the Merriam Dam, of the San Luis Rey Irrigation District. The totals of which are; from Warner to Hellhole \$ 1,681,573.00 and from Hellhole to Merriam \$933,950.00.

I have been over the unit costs with Mr. Faude and am in agreement with him.

Yours very truly,

H. Hawgood

C.C. to E.T., F.M.F.

(Copy of copy - MMS  
Hawgood's copy sent to Mr. Henshaw)



WALTER LEROY HUBER

MEM. AM. SOC. C. E.

CIVIL ENGINEER

FIRST NATIONAL BANK BUILDING  
SAN FRANCISCO, CALIFORNIA

Aug. 27, 1918.

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

Dear Mr. Fletcher:

My present task is to compile a report upon the proposed San Luis Rey Irrigation District. It is my understanding that such District is to derive its water supply from Warner Reservoir. It is also my understanding that you desire to have the gravels of the San Luis Rey River at certain points considered as auxiliary pumping supplies. I would be glad to have a definite statement of your opinion regarding the location of such pumping plants.

It is not my understanding that this District is to be supplied in any way from Sutherland or Pamo, in fact, it appears that to try to add these supplies is economically unjustifiable. If the San Luis Rey District is to be formed these supplies must ultimately be directed toward the Bernardo Ranch and possibly beyond.

Very sincerely,

*W. L. Huber*

WLH/RH

August 29, 1918.

Mr. W. L. Huber,  
1304 First Nat'l Bank Bldg.,  
San Francisco, California.

My dear Mr. Huber:

Answering yours of the 27th, will say that the San Luis Rey District proposition as outlined by you certainly meets with my approval, particularly the desirability of taking a part of the water from the gravels of the San Luis Rey. My opinion is that the logical thing to do is to pump the water from just below the Moosa and San Luis Rey junction at Bonsall. I will be guided entirely, however, by your opinion in the matter. It has this advantage, that the pumping plants would be within a mile at least of the lands included in the district. It is not my idea that any water should be furnished from the Sutherland or Pamo to the San Luis Rey Irrigation District.

I am having Mr. Fando draw up the proposed San Luis Rey Irrigation District boundaries to submit for your consideration.

Yours very truly,

F-mk



[HUBER]

Sept. 23, 1918.

Mr. W. F. McClure,  
Forum Building,  
Sacramento, Cal.

Dear Mr. McClure:

I have dictated and am enclosing herewith for your consideration a draft of a letter to the War Finance Corporation, which letter will, I think, be a very great help to Colonel Fletcher in successfully negotiating a loan from the War Finance Corporation.

I have, of course, been quite familiar with the system of the Cuyamaca Water Company for quite a time, but during my last visit I still further investigated the possibilities of that system - in the Company's office, on the ground, and in the office of the La Mesa District. Certainly this is the best solution for immediate relief of the lack of water supply for Camp Kearny. The project is also a sound one for the development of agricultural areas and domestic supplies for the region now dependent upon it. Possibly the later development of the Volcan system will settle the difficulties of San Diego and its Naval and Military Camps for practically all time to come, but, in the mean time, a serious situation faces the city and these Camps and this situation can be readily and efficiently relieved by the development which Colonel Fletcher now proposes to augment the Cuyamaca supply. No time should be lost in providing this addition.

As you are aware, the City of San Diego is, itself, close to its bonding margin and, even if it desired to build the supply pipe line from Murray Reservoir to Camp Kearny, it is doubtful whether it could lawfully make this expenditure for a line wholly outside of

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WFMCC -2-

9/23/18

the city and which extends from a public service corporation's system to the Camp. Thus it appears that the only solution is for the War Finance Corporation to advance funds necessary for this construction. I believe there is no other water project more directly connected with the winning of the war.

If you approve, I would be very glad if you would address a letter to the War Finance Corporation similar in character to the draft which I have prepared and if you would send this letter direct to Colonel Fletcher. As he is leaving in a very few days for the East, your early action will be appreciated by him I am sure.

Very sincerely,

W. L. Huber

WLH/RH

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War Finance Corporation,  
Washington, D. C.

Gentlemen:

I wish to direct your attention to the system of Cuyamaca Water Company, in San Diego County, California. It is upon this system that a considerable agricultural area is dependent for its irrigation and upon which the cities of La Mesa, El Cajon and East San Diego are wholly dependent for their domestic water supply.

The City of San Diego has recently found its water supply inadequate to meet the demands of the city itself (approximately 11 million gallons per day) and this shortage is now more acute because, in addition to the demands imposed by the city itself, the system has been called upon to supply Camp Kearny - an additional draft of approximately one million gallons per day. I understand it is now planned to very greatly increase the size of Camp Kearny and correspondingly its water consumption. Thus, I need not dwell upon the importance of immediately augmenting its available water supply. The system of Cuyamaca Water Company affords the only means of effective and early relief. The City of San Diego has already arranged for and is purchasing approximately 3.25 million gallons per day from Cuyamaca Water Company. This relief is only sufficient to meet existing urgent demands. Effective relief can only be affected by further development of the Cuyamaca Water Company's system, which development I find will be effective and can be accomplished with the minimum of delay and with reasonable expenditures.

Briefly, the system of Cuyamaca Water Company, as it now exists, consists of a storage reservoir near the summit of the Cuyamaca Mountains, a conduit more than 30 miles long reaching from

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War Finance Corporation -2-

a point on San Diego River to the populous district which it serves. This conduit also, by short feeder flumes, receives the drainage from Boulder Creek, South Fork and other smaller side streams - Boulder Creek carrying water released from storage in Cuyamaca Reservoir. Near the end of the main conduit is Murray Reservoir formed by a modern reinforced concrete multiple arch dam which the company has just completed at an expense of approximately a quarter of a million dollars. The system also comprises extensive distribution systems which I will not here describe.

While the system as it now exists has a sufficient margin of supply over the immediate needs of its own consumers to augment the supply of the City of San Diego and thus enable it to furnish the present needs of the Camp, you will appreciate that it is necessary, if the Camp is to be enlarged and if the agricultural community dependent upon the Cuyamaca Water Company is to suffer no hardship, to immediately provide for more complete development of the Cuyamaca system.

From investigations which I have caused to be made, I find that an additional supply of water is available and that it is economically feasible to conserve it by plans which the Company now proposes - a storage reservoir immediately above its diverting dam on San Diego River and a supply pipe line from its recently completed Murray Reservoir direct to Camp Kearny.

I very strongly recommend that such financial assistance as needed be extended to the Company to enable it to provide the only adequate water supply available for one of the most important military camps in the United States, as well as for a very impor-

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War Finance Corporation -3-

tant agricultural area of several thousand acres. I recommend the project very highly for your favorable consideration as one quite necessary for successfully prosecuting the war.

Very truly,

STATE ENGINEER.

COPY

Sept. 23, 1918.

Mr. H. Hawgood,  
H. W. Hellman Bldg.,  
Los Angeles, Cal.

Dear Mr. Hawgood:

I regret that I did not receive your letter until after going down South. I had hoped to call on you on the return trip, but, as usual, came through Los Angeles in a rush Saturday night with only an hour between trains and that hour between seven and eight P.M.

Very sincerely,

(signed) W. L. Huber

WLH/RH

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Sept. 25, 1918.  
San Luis Rey Irr. Dist.

Mr. W. L. Huber,  
1304 First National Bank Bldg.,  
San Francisco, Calif.

My dear Huber:

Referring to the riparian rights on the San Luis Rey River, as you are aware, we have already acquired, on both sides of the San Luis Rey, for a distance of 45 or 50 miles, the right to divert this stream at Warners. No one but myself knows the hell and money it has cost - not even Henshaw or the Pacific Light and Power Co. I have been since May 3, 1905 working on this proposition. There are between 300 and 400 different properties that have been bought, some of which have been sold. Just to illustrate: We had to buy the Pauma Ranch of 13,000 acres, the Monserrate Ranch of 5000 or 6000 acres, and several hundred ranches from 1000 acres down. We have paid as high as \$350 an acre, and we have today a great many of those ranches on hand, which we will be glad to sell at 50 to 60¢ on the dollar. I am offering the Pacific Colony properties on the San Luis Rey today, at two-thirds the cost.

When this project was started, this was the only way, and I believe today this is the only way; i.e., to acquire these riparian rights by purchase or condemnation, and these rights are certainly increasing in value every day. In making out your report, will you please assume that all riparian rights have been acquired, or will be acquired by us, including the Escondido Mutual Water Company, a copy of whose contract you have, and I suggest that in your report you mention the Escondido M.W. Co. and state that their contract has been taken into consideration in determining the net safe yield.

There are three or four riparian owners today in the San Luis Rey River who are certainly going to hold us up in good shape, if they can. We have acquired the rights from all but six riparian owners, I believe, but in order to make the proposition clean-cut we are willing to assume the responsibility of getting all the riparian owners. I do feel that the least we are entitled to is a valuation for water rights equal to that which you gave us on the San Dieguito Mutual Water Co., and I hope you will incorporate in your report explanation and references covering the matter as fully as in your report on the San Dieguito Mutual Water Co.

#### RESERVOIR LAND VALUATIONS

We will deed 5,600 acres, which are the lands that will be flooded by the construction of a dam to impound the water to 102 feet in height, as recommended by Mr. Hawgood, the capacity of the dam being between 160,000 and 170,000 acre feet. Mr. Henshaw thinks that a valuation of \$250 an acre is only fair, under all the circumstances. You must realize that it has been a big load for him to buy the Warners



Ranch and carry it all these years. A great deal of money was spent, also, in determining the value of the damsites on the San Luis Rey River. You are now familiar enough with the facts to know that this is the only logical damsite on the river until you get down to an elevation 400 or 500 feet above sea level, so low as to make it utterly impossible to irrigate the valuable mesa lands that are frostless. The elevation and the fact that it is the only logical place to build a dam certainly must give it a strategic value outside of its actual value for agricultural purposes.

These lands are mostly sub-irrigated. Five crops of alfalfa, eight or ten tons per acre annually can be raised on these lands. It is good vegetable and celery land, as well, easily accessible by good roads.

I am sure you will give this matter of valuation serious consideration.

WARNERS DAM

Estimate of Cost of Work Completed to Date.

Messrs. Lippincott and O'Shaughnessy gave us the following valuation:

17,500 cu.yds. of excavation, core wall trench, at 25¢ per yard .....	\$ 4,400
26,000 cu.yds. rock and decomposed granite excavation in core wall trench, at \$2.50 per cu.yd. ....	65,000
1,950 cu.yds. concrete in core wall, at \$7.80 per cu.yd. ....	15,200
1,700 cu.yds. rock, for crushing concrete, re-handling from trench excavation, at 60¢ per cu.yd. ....	1,000
Clearing reservoir site .....	5,000
Camp buildings, sheds, shops, water supply, sewerage, etc. ....	6,000
Present plant .....	3,300

I have a statement from the San Diego Consolidated Gas and Electric Co. to the effect that they spent \$30,754.31 in core drilling at Warners. They were there eight or nine months. I have only their statement for this expenditure.

We should be given credit for the following items:

Four miles of telephone line,  
Ten or twelve years stream gaugings,  
Construction of over four miles of road,  
Rights of way.



September 25, 1918.

San Luis Rey Irrigation Dist.

Mr. W. L. Huber,  
1304 First National Bank Bldg.,  
San Francisco, Calif.

My dear Huber:

Referring to riparian rights on the San Luis Rey River, enclosed find copy of letter which I furnished Messrs. Lippincott and O'Shaughnessey in 1914, that will give you some idea of the history of the case. It shows a record of many properties that we acquired, commencing in May, 1903, when the project was first started. We own a large part of these properties today.

When this project was started, this was the only way, and I believe today this is the only way; i.e., to acquire these riparian rights by purchase or condemnation, and these rights are certainly increasing in value every day.

In making out your report, will you please assume that all riparian rights have been acquired, or will be acquired by us, excepting the Escondido Mutual Water Company, a copy of whose contract you have, and I suggest that you mention the Escondido Mutual Water Co. in your report and state that their contract has been taken into consideration in determining the net safe yield.

There are three or four riparian owners today in the San Luis Rey River who are certainly going to hold us up in good shape, if they can. We have acquired the rights from all but six riparian owners, I believe, but in order to make the proposition clean-cut we are willing to assume the responsibility of getting all the riparian owners.

I do feel that the least we are entitled to is a valuation for water rights equal to that which you gave us on the San Dieguito Mutual Water Co., and I hope you will incorporate in your report explanation and references covering the matter as fully as in your report on the San Dieguito Mutual Water Company.

#### RESERVOIR LAND VALUATIONS

We will deed \_\_\_\_\_ acres, which are the lands that will be flooded by the construction of a dam to impound the water to 102 feet in height, as recommended by Mr. Hawgood, the capacity of the dam being between 160,000 and 170,000 acre feet.

Mr. Henshaw thinks that a valuation of \$250 an acre is only fair, under all the circumstances. You must realize that it has been a big load for him to carry to buy the Warners



WALTER LEROY HUBER  
MEM. AM. SOC. C. E.  
CIVIL ENGINEER

FIRST NATIONAL BANK BUILDING  
SAN FRANCISCO, CALIFORNIA

September 25, 1918

Mr. Ed. Fletcher,  
920 Eighth Street,  
San Diego, Cal.

Dear Mr. Fletcher:

In studying the San Luis Rey Irrigation District I find, from the data available, the feasibility of an earth dam at Warner Dam Site is assured. Mr. Hawgood has supplied an estimate of the cost of this dam based, however, upon slopes of the water face ranging from 1 on 3 to as steep as 1 on 2, and for the down stream face from 1 on 2½ to 1 on 1½. I am not willing to base my own estimate upon such steep slopes. Consequently, I will obtain greater yardage and greater cost.

In this connection it is interesting to note that the water face of Calaveras Dam, which dam failed during construction by the water face slipping out into the reservoir, had a slope of only 1 on 3 throughout and that the down stream slope has a slope of only 1 on 2½ throughout. The Magalia Dam, recently completed by the Paradise Irrigation District, has a slope on its water face of only 1 on 3 throughout and of its lower face of 1 on 2. This is a dam which met with Mr. McClure's approval and has been constructed by a District whose bond issue was validated by the Irrigation District Bond Commission. The slopes of the Great Western Power Company's Lake Almanor Dam, which creates the largest reservoir in California, are even flatter.

A concrete dam at a site some distance below that of the Warner earth dam has been proposed. There is not, at present, sufficient data available to determine whether such dam is feasible, much less to determine whether or not it has any economic advantages. I am not here recommending against such dam, but I wish to emphatically state that with existing data I cannot pronounce it feasible or venture any estimates of its cost. I believe an expenditure to make excavations similar to those which have been made at the El Capitan site and which would forever set at rest speculation on the relative advantages of this site is well warranted. A masonry dam, if economically and practicably feasible, has many advantages, but only excavations at the site can determine this feasibility. With the information at hand I must confine my attention to the earth dam at the upper site.

Very sincerely,

W. L. Huber

SEP 27 1918

WLH/RE

WALTER LEROY HUBER  
CIVIL ENGINEER

September 28,  
1918.

Mr. W. F. McClure  
State Engineer  
Sacramento, California.

Dear Mr. McClure:

I have reviewed the Volcan Project, as related to the general power situation, in a way that I believe will be of value. It is my understanding that Colonel Fletcher's trip East is principally to finance the building of Cuyamaca Diverting Dam and the pipe line from Murray Reservoir to Camp Kearny. For such items as he puts up to the War Finance Corporation, he will undoubtedly need fairly exact estimates -- I presume he has these.

If it is proposed to try at once to finance the Volcan power development through the War Finance Corporation it will, I feel, be necessary to start here with Major Geo. F. Sever, who is making investigations for the War Finance Corporation, but investigations of power projects only.

Very Sincerely,

W. L. Huber



WALTER LEROY HUBER  
CIVIL ENGINEER

September 28,  
1918.

Mr. W. F. McClure,  
State Engineer,  
Sacramento, California.

Dear Mr. McClure:

As you are aware, practically all of the power systems of the State are now interconnected. This has been occasioned as a war measure. Conditions prevalent for a considerable period before the war were not such as would encourage the investment of funds in these developments. The adverse conditions were a combination of uncertainty of tenure of public lands, drastic regulation of rates allowing quite modest return for investments fraught with considerable risks, etc. I will not enumerate these but will simply call attention to the fact that the total installed capacity of hydro-electric systems operating within the State at the beginning of the war was not sufficient to properly carry the loads then existing and, furthermore, there were at the time no new developments under construction which could be completed and added to these systems soon. In spite of these conditions the war brought new loads and new demands upon these systems which were beyond all expectations, even for war conditions. To meet the emergency it was necessary to refuse to serve power to those industries least essential for winning the war, although many should if possible have been served; but most important, all existing systems were interconnected, making it possible to thus waste none of the output. For instance, a plant - such as the Stanislaus Plant of the Sierra and San Francisco Power Company, which has adequate forebay capacity can serve its entire output during the peak load hours of the combined load, thus wasting none of its load during off peak hours and, at the same time, permitting a plant - like that of Great Western Power Company, which has no forebay regulation - to serve its entire output without waste. In California these systems have been interconnected in two great systems. All of these systems north of that of the San Joaquin Light and Power Company have been interconnected, and all of the systems south from that of the San Joaquin Light and Power Company have been interconnected. No connection between the two great systems exists. Enclosed herewith are plats of the mean monthly loads of each of these systems, as they would have been if

#2 - W.F.McC - 9/28/18.

combined for the past eleven years.

In studying the effect of the Volcan Project, you are, of course, concerned only with the plat for the "South Central, Southern California and Nevada-California Hydro-electric Systems." Note the rapid increase in the load, also the variation in the proportion which is generated by steam rather than hydro plants. The great decrease in the amount of steam generated power shown at the end of 1913 is due to the completion of the giant hydro-electric system of Pacific Light and Power Company at Cascada on Big Creek. By 1917, the proportion of steam generated power had again increased to an undesirable extent although the year was not one of abnormally low stream flow. The figures are not available for 1918 but with the added load of war industries and the abnormally low stream flow, the showing will be distressing. All of this at a time when every bit of available fuel oil, all that can be produced and more, is needed for our merchant marine and transport service. Thus it is imperative that more hydro-electric developments be added to the interconnected system. The Volcan Project will be a welcome addition, not only for its direct output but because of its geographic location. Most of the load of this combined system is served by long transmission lines and a plant located at the southern end of the system, as the Volcan Project will be, will help to regulate the voltage.

To again review the possibilities of the Volcan Project: It will utilize all of the flow from the upper portion of the watershed of the San Luis Rey River, together with a portion of the flow from the Santa Ysabel River. At the head of the system it is proposed to construct a dam which, by raising the flood line to a height slightly more than 100 feet above the stream bed, will impound 200,000 acre feet. From the reservoir thus formed, a comparatively short canal through a region affording simple and economic construction reaches a point where, with a tunnel approximately 6,500 feet long, the entire flow may be dropped 1500 feet through a single penstock to a power house in Famo Valley. A good reservoir site (Sutherland) on the upper Santa Ysabel River, makes it possible to conserve the flow of that stream and it, too, can be dropped into Famo Valley with a fall of some 900 feet - possibly through a common power house with the flow from the San Luis Rey River - final details of these power developments have never been completed. In Famo Valley sufficient storage capacity may be made available to re-regulate the flow from the power drops to make it available, as demanded for irrigation needs or domestic consumption. From



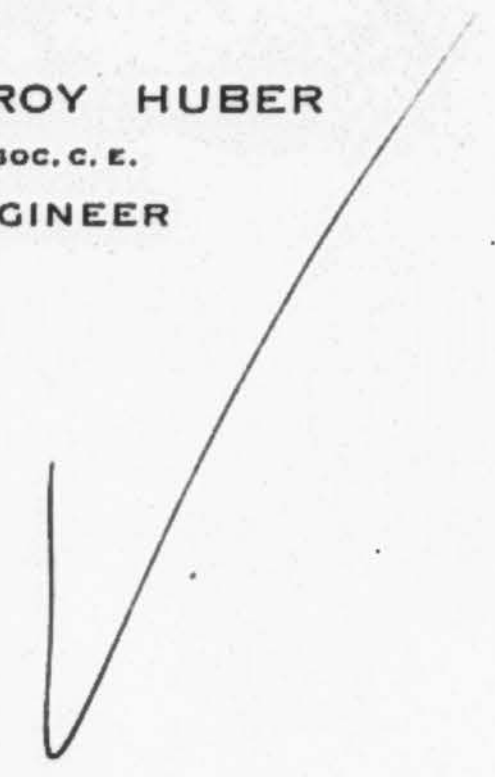
OCT 18 1918

WALTER LEROY HUBER  
MEM. AM. SOC. C. E.  
CIVIL ENGINEER

FIRST NATIONAL BANK BUILDING  
SAN FRANCISCO, CALIFORNIA

Oct. 16, 1918.

A-2-4



#3 -- W.F.McC - 9/28/19.

Pamo Valley it is proposed to construct a conduit to San Clemente Reservoir which will serve as a distribution reservoir for the irrigation of the Linda Vista Mesa, to supply Camp Kearny or even the City of San Diego.

The system above outlined is capable of supplying 22,000,000 gallons daily from the San Luis Rey River, and 10,000,000 gallons daily from the Santa Ysabel River for domestic consumption, or 28,000 acre feet per annum and 12,900 acre feet per annum, respectively, for irrigation use. With 70% combined plant efficiency, 5,600 HP and 1,150 HP or a total of 6,750 HP may be made continuously available from the proposed power developments. Mr. Hawgood has estimated the cost of this system but I have never had the opportunity to critically review his estimates. Colonel Fletcher has a copy of Mr. Hawgood's report. In justice to Mr. Hawgood, I must point out that his report was made some time past, and costs for work of this class have since greatly increased.

If, instead of the project originally contemplated by Volcan Land & Water Company, the proposed San Luis Rey Irrigation District is formed and is irrigated with water from Warner Reservoir, 5,000 HP may be made continuously available. This will be developed at two drops instead of one, thus necessitating two complete operating crews, etc. This project will supply 28,000 acre feet per annum and will probably cover the 43,600 acres, gross area, now proposed. I am absolutely unable, at this time, to offer estimates of the cost of the several parts of this system.

Very Sincerely,

W L Huber

Mr. Ed. Fletcher,  
920 Eighth Street,  
San Diego, Cal.

Dear Mr. Fletcher:

At your request I have reviewed the draft of a proposed contract between Mr. Wm. G. Henshaw and the U. S. Indian Service, which was submitted to you by the Commissioner of Indian Affairs with his letter of October 11, 1918.

First, I am wondering why this contract has been proposed. The Indians have a vested right to some amount of water from the San Luis Rey River - to what amount I have no personal knowledge, but the fact that they have a right to the flow of some of the stream has long been recognized and appears to be well established, as evidenced by contract of June 4, 1894 with the then existing Escondido Irrigation District. Even the government does not claim for these Indians a right to more than six second feet. From my knowledge of the watersheds, I can say, without hesitancy, that after the construction of Warner Dam there will at all times be this amount of water available for the Indians. My understanding is that no rights of way are sought across the Indian Reservation at the present time. It thus appears that the agreement requires the recognition of certain rights (rights which, to be sure, will not suffer from the construction of Warner Dam) and imposes some burdensome conditions to insure the recognition of these rights. In return, the government only waives any objections which it



10/16/18

might have because of the rights of the Indians either riparian or by appropriation. Why is it not willing to allow its rights to stand, as would those of another owner, where if damage were possible remedy would be had through the courts? Possibly you are desirous of getting an agreement to prevent any possible action in the courts or perhaps the Indian Service is insisting upon the agreement in which case, as a matter of policy, I advise you to enter into some reasonable agreement. The bargain, however, appears in the light of my knowledge of the physical conditions to be rather one sided.

Section 3 (page 3) of the contract requires the delivery at the Escondido intake of a flow sufficient to supply a certain amount to the Indians. This might be construed so as to require Mr. Henshaw to supply water lost in transit through the Escondido ditch. He is to supply water at the intake in sufficient quantity to make a certain amount come out for the Indians at their reservation. So long as the losses in the Escondido ditch remain excessive, this is an important item. The contract between the government and Escondido Mutual Water Company requires flows of six and three cubic feet, respectively, measured at the Escondido intake (See "Exhibit A" page 2). Why should not Mr. Henshaw have an equally favorable agreement?

Section 5 imposes very definite levels below which the ground water of the Reservation must not fall without requiring remedial measures. Speaking as an hydraulic engineer, I would advise acceptance of this clause only after acquiring very definite knowledge of the relation of the fixed levels specified to the ground water levels for several years past and then only if the fixed level is well below the lowest fluctuations of the ground water. You probably appreciate that without the effect of the construction of Warner Dam

10/16/18

certain drainage, possibly by new flood channels, might substantially lower the ground water levels of the reservation, in which case the construction of Warner Dam would not be the cause, but its owner would, according to the agreement, be required to supply a remedy.

Section 10 requiring the approval of the government for transferring the contract might be a detriment in making a sale - but probably as a matter of law this clause is necessary. I suggest that you seek legal advice on this point. I do not anticipate any trouble ever arising from the clause as it stands.

The bond required by Section 11 is, I think, an unnecessarily burdensome requirement. If a bond is necessary, I believe a smaller one would suffice. I notice that no bond was required of Escondido Mutual Water Company to assure faithful performance of its similar contract with the government (See Exhibit A).

I am returning the draft of contract to you herewith together with Commissioner Sells' letter of October 11 to you.

Very sincerely,

W. L. Huber

WLH/RH



San Diego, Calif.  
October 31, 1918

Mr. W. L. Huber,  
First National Bank Bldg.,  
San Francisco, Calif.

My dear Mr. Huber:

Enclosed herewith find correspondence in the matter of the contract with the Government relative to the building of Warners Dam. Will you please take this up with Mr. Clotts and if necessary get a letter from Chandler.

Yours very truly,

EF/bc  
encl file

WALTER LEROY HUBER  
MEM. AM. SOC. C. E.  
CIVIL ENGINEER

FIRST NATIONAL BANK BUILDING  
SAN FRANCISCO, CALIFORNIA  
Nov. 4, 1918.

Mr. Ed. Fletcher,  
920 Eighth Street,  
San Deigo, Cal.

Dear Mr. Fletcher:

I find that the Thum Company of Pasadena is having some negotiations with you regarding the construction of Cuyamaca Water Company's diverting dam, the Thum Company being riparian owners. Mr. James S. Bennett, attorney for the Thum Company, has recently been conferring with Mr. Johnstone of the Water Commission in this matter and for your information I am enclosing a copy of a letter which Mr. Johnstone has written to Mr. Chandler. Mr. Chandler allowed me to read over the draft of a tentative agreement in which it is proposed that the State Water Commission be arbitrators in any matter of possible damages to the Thum Company because of the company's diverting dam. This agreement has probably been submitted to you, so you are undoubtedly familiar with it. I believe the matter of submission to the Water Commission of this question is a happy solution provided the Commission continues to have a personnel equal to the present one. I note a few points in the tentative agreement which seemed to be a little drastic on the water company, for instance, prohibiting it from diverting water from outside water sheds of San Diego River. I trust that you will go over these points carefully. If you desire, I will gladly discuss this matter with you during my coming visit to San Diego.

Very sincerely,

W. L. Huber 8161

WLH:RH



Letterhead of  
STATE WATER COMMISSION  
of  
CALIFORNIA

308 Union League Bldg.,  
Los Angeles, Cal.

October 31, 1918.

Mr. A. W. Chandler,  
President State Water Commission,  
632 Call Building,  
San Francisco, California.

Dear Mr. Chandler:

Herewith I enclose letter written by Mr. James S. Bennett addressed to F. & W. Thum Company, Pasadena, together with a copy of proposed agreement between the riparian owners on the San Diego River and the Cuyamaca Water Company, with an addenda headed "Data to be furnished by the Water Commission".

Mr. Thum was in today with this and I discussed it to some extent with him. I did not understand what his idea of having this office fix the level of the spillway was, but finally understand from him that his general idea underlying the agreement was to describe the existing works and the proposed works definitely so that there would be no dispute at a later date as to the capacities or just exactly what was meant. I told him I could see little to be gained by fixing the level of the spillway, but I believed that the company should be allowed to build the dam as high as was practicable with regard to the cost and water supply available, to which he agreed; and I tried to make it clear to him that the capacity of the reservoir itself would be a better guide in determining the amount of water to be stored than fixing any definite height for the spillway. This part of the agreement has not been submitted to Mr. Fletcher, though I understand that the main portion has. I do not know whether or not Mr. Fletcher has agreed to all the terms.

I am sending it forward to you so that you can look it over, and as I shall probably go north next week after the election we can discuss it when I get there. I see no provision has been made for any expense involved. The last time I talked with Mr. Thum I told him I doubted whether we could divert any of our own funds to work of this sort, except of course our own traveling and office expenses.

Referring to Mr. Bennett's letter, I do not quite see how the new doctrine of percolating water he describes can be applied to a riparian situation. Maybe there is a fine distinction here that I have overlooked.

I enclose a couple of newspaper clippings from this morning's "Times" which may interest you.

Sincerely yours,  
(signed) W. A. Johnstone,  
Commissioner.

WAJ:W.

Law Offices of  
JAMES S. BENNETT  
210 West Seventh Street  
Los Angeles

1025 Van Nuys Bldg.,  
Oct. 28, 1918.

F. & W. Thum Co.,  
Pasadena, Cal.

Gentlemen:

In drawing contract for settlement of the disputed rights to use of water of the San Diego River, it has been my desire to extend as between the parties the new rule adopted by the Supreme Court in respect to percolating water. The contrast between this rule and the one generally applied to riparian rights has been well stated by Mr. Chandler of the State Water Commission, as follows:

"Under the rule of riparian rights the riparian owner may perpetually enjoin the diversion or storage of the waters of a stream when such diversion is or may be of injury to him; and in the consideration of the question of probable damages the riparian owner cannot be restricted to a reasonable use. Under the new rule of percolating waters the times and amounts of use by overlying owner and appropriator may be fixed by the Court so that the overlying owner will have the first use of a reasonable amount for his overlying land and the appropriator the surplus for the distant land; and in cases of present non-use by the overlying owner, the appropriator will be allowed to withdraw the water until the former is ready to use it."

We are without binding authority on two important questions in respect to the rights of riparian lands:

- First: Where a riparian parcel is subdivided so as to separate one part from the stream, may riparian rights be reserved to it by appropriate language in the deed?
- Second: Where riparian rights have been lost to a parcel by subdivision without such reservation, may they be restored when again brought into common ownership with the riparian part?

It would appear that the Supreme Court answered the first question in the affirmative and the second



question in the negative in the case of Anaheim Union Water Company vs. Fuller, but the language goes farther than was necessary to the decision. So acceptable an authority as Mr. Samuel Weir asserts that the first question should be answered in the negative and the second in the affirmative.

If the Supreme Court should finally answer both of these questions in the negative and the subdivision of riparian land continues, a large part of surface water, under the old doctrine of riparian rights, will flow unused to the sea. In my opinion the final decisions of these questions will give a strong impetus to the present tendency to apply the new doctrine of percolating water, as above quoted from Mr. Chandler and supported by the recent decisions of the Supreme Court, to flowing water where there is a substantial excess over the requirements of riparian lands.

The enclosed contract will place the rights of the parties in harmony with such a condition.

Very truly yours,

(signed) James S. Bennett.

JSB/V

San Diego, Calif.  
November 14, 1918

Mr. W. L. Huber,  
First National Bank Bldg.,  
San Francisco, Calif.

My dear Mr. Huber:

Enclosed find list of sub-heads. Can you not modify or limit the third paragraph, page 31? Not having the report I do not remember what it was.

On page 35, please eliminate mention of the Reservations of Pamo and Sutherland. The attorney for Alex. Beller, Mr. Rorrick, in the Cardiff Irrigation matter is one of the Water Committee of the San Luis Rey District, and he might use this as an excuse to make dissatisfaction.

Will you please bring out the point that your net safe yield is the minimum for the nine dryest years known?

My temperature was 103 when I reached home yesterday: I have old-fashioned grippe, but am getting along nicely.

I certainly congratulate you on your report.

Yours,

EF/bm



WALTER LEROY HUBER  
CIVIL ENGINEER

November 18,  
1918.

Mr. W. F. McClure, State Engineer,  
Forum Building,  
Sacramento, California.

Dear Mr. McClure:

You will remember that in our discussion of the boundaries of Cardiff Irrigation District last week I recommended the exclusion of the holdings of certain land owners who did not desire to have their properties included and whose property is so situated that no harm will be occasioned to enlarged Cardiff Irrigation District by their exclusion. For instance the Welte property in the extreme southeast corner of the District, an area of 160 acres; the Dawson property in Section 13, T. 14 S., R. 4 W., an area of 80 acres directly east of Del Mar and partly below the bluffs; the Taylor property including Sea Bluff, comprising four separate parcels of land with a total area of approximately 96 acres, all of these parcels lying along the Ocean shore; and the Beller property of 20 acres near South Oceanside. I refer to Mr. Beller's home property for which he has by contract an interest in the Oceanside Mutual Water Company and a water supply guaranteed by that company. I can understand Mr. Beller's attitude in refusing to bond his land for a second water supply when he already owns one. I sincerely hope that the South Coast Land Company will take steps to have this obligation of the Oceanside Mutual Water Company abrogated by some just arrangement with Mr. Beller and that Mr. Beller's property will then remain in the District. However, the District will not be seriously affected by its exclusion. Mr. Dawson,

WFMcC -2-

11/18/18

mentioned above, is, I believe, violently opposed to the inclusion of his property and there seems to be no reason for not accommodating him by having it excluded as he is along the south edge of the San Dieguito River bottom. The total of these exclusions which I have recommended is a little more than 800 acres, leaving the gross area of the District approximately 24,000 acres. The owners of lands with area equal to this and lying outside of the District are desirous of being included and their request should be allowed a little later. The whole matter can be handled very easily after the District is actually formed.

As I stated to you in our conversation, the owners of other smaller holdings have raised some questions but these were rather indefinite at the time of my visit last week. If some of them still desire to be excluded at the time of my next visit, I will be glad to look into their claims.

Very sincerely,

*W. L. Huber*

WLE/RH

CC Mr. Fletcher.

NOV 19 1918



WALTER LEROY HUBER  
MEM. AM. SOC. C. E.  
CIVIL ENGINEER

FIRST NATIONAL BANK BUILDING  
SAN FRANCISCO, CALIFORNIA  
Nov. 18, 1918.

Mr. Ed. Fletcher,  
920 Eighth Street,  
San Diego, Cal.

Dear Mr. Fletcher:

I have your letter of November 14th giving your comments in reviewing the draft of my report upon the proposed San Luis Rey Irrigation District. I am very glad to have these comments and suggestions from you and have considered all of them very carefully. The third paragraph on page 31 which you have asked to have modified simply states that the rights which the District will acquire from Volcan Land and Water Company are secondary to certain priorities, those of the City of Oceanside, the Indian Reservations and the Escondido Mutual Water Company. I do not feel that I can compile such report without mentioning these priorities. The Irrigation District Bond Commission and the State Engineer particularly rely upon me to trace such priorities and to report pertinent physical facts bearing upon them. Following this procedure, I have mentioned these priorities and then have discussed each of them separately. I have shown the claim of the City of Oceanside to be without justification because of the abundance of water and the impossibility of damage to Oceanside. I have also stated that damage to the Pala Indian Reservation is not possible. I have then shown that in making my safe yield studies I have allowed for the demands of the Escondido Mutual Water Company and the Rincon Indian Reservation. Thus not only the State officials, but any other interested parties, land

EF -2-

11/18/18

owners or the U. S. Reclamation Service will be assured that the water supply which I have based my report upon is one to which the District will acquire a valid right. If I omitted mention of these priorities, it would be at once apparent to any well-informed reader that this feature was omitted and was, perhaps, not considered. Certainly I do not wish to leave this impression because I have considered every phase of the problem, I believe. I believe it is an advantage to Volcan Land and Water Company to have such statements as the one contained in this report to the State Department of Engineering that the claims of the City of Oceanside are not well founded. These are my reasons for not modifying the paragraph, which you have mentioned, on page 31, and upon further consideration I am sure you will agree with me. Complying with your request, I am eliminating mention of the reservation by Volcan Land and Water Company from the San Dieguito Mutual Water Company's project of rights on the Santa Ysabel River. These rights are really extraneous, their inclusion in my report might, as you have pointed out, cause some unnecessary controversy, and the inclusion of this clause in my report is not at all necessary.

I will endeavor to comply with your request to bring out the point that my net safe yield is the minimum for the most severe and most protracted drought known. I will bring out this point in a letter of transmittal to Mr. McClure, which letter will be bound in the very front of the report and which cannot be overlooked by any reader. In this same letter of transmittal I will endeavor to show that the unit costs used in my estimates are higher than will obtain during more normal times, that the construction of a portion of the system with certain features delayed for a few years is economically advisable, and I will also show the relation of the proposed power

NOV 19 1918

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11/18/18

development to the irrigation project, i.e., simply bringing out the fact that the water power rights are reserved and that Volcan Land and Water Company proposes, at its own expense, to construct the forebays, penstocks and power houses.

Very sincerely,

*W. L. Huber*

WLH/RH

November 21, 1918.

Mr. W. L. Huber,  
1304 First National Bank Bldg.,  
San Francisco, California.

My dear Mr. Huber:

I enclose you herewith my file in the matter of riparian right agreement with F. & W. Thum Company and others - water on the San Diego River.

As you are in such close touch with the State Water Commission and being there close to Mr. Henshaw, I desire you to go over this proposed contract simplifying it as much as possible, and revising it if necessary to protect the Cuyamaca Water Company's interests, and yet being absolutely fair to all parties in interest. Please remember that I have a number of riparian owners to contend with, and a contract absolutely protecting the riparian owners must be drawn up.

After the contract is re-drawn, if it is necessary so to do, please put a copy of the contract in the hands of the State Water Commission, sending me a copy, and if it meets with my approval I will then have you take it up with Mr. Henshaw for his approval. After Mr. Henshaw and I have agreed it will then be sent to Mr. Thum for their criticism and revision.

I am sure the riparian owners want to do the right thing, and we do as well so there must be a common ground on which we can get together, leaving any questions in dispute to the State Water Commission.

Yours very truly,

F-K

P. S. The elevation of the spillway is 990 feet above sea level and the capacity of the dam is 17,106 acre feet.

NOV 19 1918



November 22, 1918.

SLR

Mr. W. L. Huber,  
1504 First National Bank Bldg.,  
San Francisco, California.

My dear Mr. Huber:

Answering yours of the 18th,  
will say that I should never have mentioned the  
third paragraph on page 31, as you should by all  
means leave the report just as it is. It was  
my mistake in setting it down first without read-  
ing it carefully, then I afterwards forgot to  
scratch it out, and if you will read my letter  
again you will see I had even forgotten what that  
subject was.

I do hope that you will get the report out  
soon.

Four of our children have the Flu, and I am  
still feeling rotten.

Yours very truly,

F-K

WALTER LEROY HUBER  
MEM. AM. SOC. C. E.  
CIVIL ENGINEER

FIRST NATIONAL BANK BUILDING  
SAN FRANCISCO, CALIFORNIA

Nov. 29, 1918.

F-15-9-

File

Mr. Ed. Fletcher,  
920 Eighth Street,  
San Diego, Cal.

Dear Mr. Fletcher:

With Mr. McClure's permission, I  
am sending you by Wells-Fargo a copy of my  
report upon San Luis Rey Irrigation District.

Very sincerely,

W. L. Huber

WLH/RH



November 29, 1918.

15-16

Mr. W. L. Huber,  
First National Bank Bldg.,  
San Francisco, California.

Dear Mr. Huber:

Enclosed find letter from Thum and please  
attach these papers to the file, all for your information.

Yours truly,

F-F

WALTER LEROY HUBER  
MEM. AM. SOC. C. E.  
CIVIL ENGINEER

FIRST NATIONAL BANK BUILDING  
SAN FRANCISCO, CALIFORNIA  
Dec. 3, 1918.

✓  
E7.

Mr. Ed. Fletcher,  
920 Eighth Street,  
San Diego, Cal.

Dear Mr. Fletcher:

Upon authorization from Mr.  
Henshaw I am to-day ordering six additional  
copies of my report upon San Luis Rey Irri-  
gation District. The typing of these will,  
of course, take several days.

Very sincerely,

W. L. Huber

WLH/RH

**ALLEN'S  
PRESS CLIPPING BUREAU**

Clipping from  
SACRAMENTO, CAL.  
UNION  
November, 26, 1918

State Engineer W. F. McClure is just completing a study of a proposed irrigation district at San Luis Rey, San Diego county. "A good project, physically, but expensive," he said yesterday. Unless a power proposition can be taken up in connection with it he fears the cost will be greater than the land will stand. Expensive work in carrying water 20 miles through a mountain district is the chief handicap. An area of 35,000 acres would be placed under ditch. A dam in Warner's valley would conserve storm water.

DEC 5 1918



WALTER LEROY HUBER  
MEM. AM. SOC. C. E.  
CIVIL ENGINEER

FIRST NATIONAL BANK BUILDING  
SAN FRANCISCO, CALIFORNIA  
Dec. 6, 1918.

*File*

Mr. Ed. Fletcher,  
920 Eighth Street,  
San Diego, Cal.

Dear Mr. Fletcher:

At the time of your last visit you told me that you had forwarded your file in the matter of the correspondence with Mr. Clotts of the Indian Service in the matter of the San Luis Rey contract to me. The next day I received a copy of your letter of November 23d enclosing a copy of Mr. Clotts' reply of the 22d to your letter of the 9th. Your file was not enclosed, and, indeed, I do not believe it necessary for me to have the file any further.

In Mr. Clotts' reply five points are covered, being the same points to which you took exception in your letter of November 9th to him. Mr. Clotts concedes two of these points, both of which cover matters of engineering, but he does not concede the other three points which are more matters of law. It still appears to me quite unnecessary for the Indian Service to require Volcan Land and Water Company to reopen negotiations which it has closed with Escondido Mutual Water Company and Mr. Clotts' statement does not add any argument which, in my opinion, justifies this requirement. I cannot see how the quotation from the Escondido-Indian Service contract covers this point or makes this requirement necessary, but in any case the Indian Service is still reserving its rights so why should the negotiations now proposed require the approval of the Escondido Mutual Water Company?

DEC 9 1918

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12/6/18

Mr. Clotts has conceded your objection to assuming losses by transmission from the six second feet while passing through the ditch of the Escondido Mutual Water Company.

His suggestion, that it would be better to substitute for the definite elevation of the water plane at various wells the surface of the river bed opposite each well, should be entirely satisfactory to you. By agreeing to this you are not in any way penalizing Volcan Land and Water Company.

Section 10 requires the approval of the Government before transferring rights under the contract. This requirement in my opinion might be burdensome in making a sale of the properties of Volcan Land and Water Company, and notwithstanding Mr. Clotts' statement, I do not consider it necessary. This procedure is not required in all Government contracts. Only yesterday I reviewed a stipulation required by the Forest Service in which it simply required the party contracting with the Government to include a clause binding its successors or assignees to the terms of the contract. A simple clause should protect the Government in the matter in question.

I am still of the opinion that a bond of \$25,000 is a very burdensome requirement and, while I have little doubt that a bond will be required, I think it could safely be made less. Mr. Clotts states that since the Escondido Mutual Water Company has certain rights of way across Indian lands, it must live up to its agreement with the Indian Service or else its rights of way would be subject to cancellation. In a measure this is true, but these rights of way could only be cancelled through court action, and, if court action must be resorted to, Volcan Land and Water Company, providing it did



12/6/18

not live up to its agreement, could be made to release water to satisfy all of the Indian rights.

I believe you are now justified in appealing this matter to Washington either to the Commissioner or direct to Secretary Lane. I really think it would be advisable to appeal the matter direct to Secretary Lane covering particularly the three points not conceded in Mr. Clotts' letter of November 22d. Your appeal should be in the form of a courteous letter strongly urging your reasons, as given above, for seeking the modification or elimination of these conditions. I would prepare a draft of such appeal for you, but you are personally acquainted with Secretary Lane and are probably better able to write the letter on that account after having my review of the pertinent facts as given in this letter together with the statements included in your letter of November 9th to Mr. Clotts.

Very sincerely,

*W. L. Huber*

WLH/RH

December 7, 1918.

Mr. W. L. Huber,  
First National Bank Bldg.,  
San Francisco, California.

My dear Mr. Huber:

Enclosed find copy of letter that I received on November 23rd, from Mr. Clotts.

Will you please advise me what to do in regard to the matter? Please take this matter up at once.

Yours truly,

F-F  
encl.



San Diego, California,  
December 10, 1918

Col. Ed Fletcher,  
San Diego, Calif.

My dear Col. Fletcher:

I am submitting to you herewith a revision which I have prepared of the proposed agreement between the riparian owners on the San Diego River and the Cuyamaca Water Company. Two copies of this revision are being submitted to you herewith, and a third one has been handed to Mr. Chandler, President of the State Water Commission.

I have, in general, followed the form of the so-called Fourth tentative agreement prepared by Mr. Bennett, attorney for F. & W. Thum Company. I consider the agreement as he has drawn it rather long, but I have not objected to any clauses which I did not consider unfair. You will note a radical change on the first page. Mr. Bennett had provided a space for the insertion of a description of all of the Thum Company's lands on the San Diego River and had immediately followed this description with a clause which, if signed by the Cuyamaca Water Company would, so far as the Company's interests are concerned, agree that all of the Thum Company's lands are riparian to the San Diego River, which may or may not be true; a question which I have in re-drawing the agreement, submitted for determination by the State Water Commission. You will of course appreciate that the question of just what lands are riparian to any stream is often a much disputed point but one which the State Water Commission should be able to determine probably better than any other body. With the revision which I have made, the Cuyamaca Water Company's interests should be entirely protected.

Mr. Bennett in drawing up this agreement want to much pains to leave to the determination of the State Water Commission the height of all spillways on the Cuyamaca system, and the capacity of all reservoirs. This procedure appears to me entirely unwarranted, and in discussing the matter with Mr. Chandler I learned that he would have refused to take this duty for the State Water Commission. There should be no difficulty about taking the capacity of the reservoirs as submitted by the Cuyamaca Water Company, most of which have been sworn to many times in Railroad Commission hearings and

*protected anyway pumping*

-2- EF

in taking the Company's descriptions of the locations of these reservoirs. I have accordingly re-drawn the agreement with capacities and descriptions written in the draft. Mr. Bennett should have no objection to advising his clients to sign an agreement with these figures included.

You will also note that I have limited the so-called Third right on the River to only those lands of the Thum Company which are riparian to the River. This being my understanding of the maximum right which the Thum Company may claim.

I suggest that if possible you also secure the comments of the State Water Commission on this agreement before proceeding with its execution.

Yours very truly,

WLH/bm  
encl 2

*W L Huber*



December 11, 1918.

Mr. W. L. Huber,  
1304 First National Bank Bldg.,  
San Francisco, California.

My dear Mr. Huber:

Subject: Proposed Fletcher Lake Dam.

We claim that we have rights to the surplus waters of the San Diego River at or near the present diverting dam, which waters are not being diverted through our flume. Our claim is based on our water filings and continuous work of the Cuyamaca Water Company in the development of our system, all as per statement of capital expenditures herewith attached.

I wish also to call your attention to the fact that the Secretary of the Interior is not opposed to our constructing the dam and has, in writing, assured us that the Government, on behalf of the Indian reservation, would make no opposition to our construction of the dam.

Enclosed herewith find statement of Mr. Harritt's showing in acre feet the amount of water that has been delivered to the Indians for the last twenty years.

I wish particularly to call your attention to the fact that the United States Government has given us permission to install pumping plants in the El Capitan Indian reservation and this we have done. The wells are now in, but the flood destroyed our pumping plant; although it can easily be replaced. Our water supply can be reinforced on short notice by pumping from the El Capitan Indian Reservation or from the lands which we own in the San Diego River just below Chocolate. We own the lands through which the San Diego River runs for one mile commencing at Chocolate and running westerly toward the ocean; these lands are within the proposed El Capitan Reservoir site as planned by the city of San Diego. We feel that we have a perpetual right to pump any and all waters that we desire to pump at the El Monte; but we realize the fact that we might have litigation in pumping on our own lands above, and taking said water out of the watershed; although we are always in position to pump in case of emergency, particularly to take care of domestic supply, and if any damage can be proven we might have to pay it, but that does not keep us from taking the

NOTES FROM "CALIFORNIA UNDER SPAIN AND MEXICO" by

IRVING BERDINE RICHMAN

originally compiled by  
H. P. Dechant with additions  
by Walter Leroy Huber

for a copy of this manuscript see BOX 70



WLH-2

water in case of emergency, as our use for domestic purposes is higher. So I feel that consideration should be given to the fact that all our domestic water can always be secured at some cost; therefore, in determining our net safe yield it should be based wholly on an irrigation supply, eliminating any domestic when determining the amount of water necessary for irrigation use.

Yours very truly,

encl  
F-K

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WALTER LEROY HUBER  
MEM. AM. SOC. C. E.  
CIVIL ENGINEER

FIRST NATIONAL BANK BUILDING  
SAN FRANCISCO, CALIFORNIA

Dec. 18, 1918.

Mr. Ed. Fletcher,  
920 Eighth Street,  
San Diego, Cal.

Dear Mr. Fletcher:

In the matter of alleged "pueblo water rights":

A history which has proven one of the best along these lines is entitled "California Under Spain and Mexico" and was written by Irving Berdine Richman. When the El Capitan Land Office hearing was in progress, Mr. H. P. Dechant, District Law Officer of the U. S. Forest Service secured a copy of this work from the library, reviewed it carefully and made copious notes from it of points bearing upon the question or which he thought might have a bearing.

At that time I became enough interested to purchase a copy of this book and, as time has permitted, have since reviewed it and have made additional notes. Mr. Dechant was kind enough to give me a copy of his notes and I was able to combine my own and his, thus securing very complete references. During my last trip to San Diego, my secretary typed these combined notes, hence you have enclosed herewith the finished product.

I shall make no charge for my own services in this matter - these notes were made during many widely scattered evenings when time permitted and usually in my study, at Berkeley, surrounded by wife and sister - a spot which is very dear to me but one which, as my work increases, I seem to be denied more and more. However,

EF -2-

12/18/18

this reading has been my recreation and has been a real pleasure. A small charge will be included in my next statement for typing only. Please file these with the Historical Notes and translation of "Reglamento" which I sent you some time ago. They all go together and some day may be very valuable to you.

Now don't write right back and ask if I have worked up Gottesburen's notes. I haven't. I have them safely preserved and will get to them finally and before you will have to use them.

Very sincerely,

*W. L. Huber*

WLH/RH



WALTER LEROY HUBER

MEM. AM. SOC. C. E.

CIVIL ENGINEER

FIRST NATIONAL BANK BUILDING  
SAN FRANCISCO, CALIFORNIA

December 28, 1918

Mr. Ed. Fletcher,  
920 Eighth Street,  
San Diego, Cal.

Dear Mr. Fletcher,

I have discussed the draft of the Thum contract with Mr. Chandler. He suggested some minor modifications of pages 2 and 3. Accordingly, I have rewritten these three pages and enclose herewith three copies of each. Upon the first copy I have underscored the changes, which include the omission of one whole paragraph which was included in the draft which I had formerly prepared.

Please substitute the other two copies, which are unmarked, in the two copies of the draft which are in your files. With these modifications Mr. Chandler considers the draft in proper form for submission to Mr. Thum and suggests that you do so.

Very Sincerely,

W. L. Huber

DEC 29 1918

**Berkeley Man Quits  
Dollar-a-Year Job**

BERKELEY, December 27.—E. C. Bradley of Berkeley, who has been connected with the United States Department of the Interior since the beginning of the war as a dollar-a-year man, has resigned and is again in Berkeley. He resides at 1520 Scenic avenue. Bradley said the Department of the Interior was working on schemes which would provide plenty of land for every returned soldier who cared to take up farming.



First Copy - Later Modified

Upon the condition, that the reservoir or reservoirs for impounding and diverting, or impounding, or diverting said water shall not have a total capacity in excess of 17,106 acre feet and upon the further condition that

Out of the rights released to the parties of the second part by this agreement the said party of the first part for the benefit of his said riparian lands excepts and reserves the waters of said San Diego River above said dam site which in their course unimpeded would contribute to the supply of the subsurface flow or water plane of said river; and also the right to have such waters flow in their natural and unobstructed course below said dam.

The party of the first part hereby excepts and reserves to his riparian lands the prior right to so much of the water of said San Diego River riparian thereto as from time to time may be beneficially used thereon, and the diversion by said parties of the second part of any of the water in or which would come to said San Diego River, however long said diversion by said parties of the second part shall be continued, shall not deprive said land of the said party of the first part of said excepted and reserved prior riparian rights; Provided however, that these exceptions and reservations shall not affect the prior right of the parties of the second part to continue to divert water for use in the manner, for the purposes and of the amount which has been diverted and used by means of the following reservoirs, hereby agreed to as follows, to-wit:

Cuyamaca Reservoir, located in Lots D, E and G of Cuyamaca Rancho in what would, if surveyed, be Ts. 13 and 14S., R. 4 E., S.B.M., capacity 11,595 acre feet. Present Diverting Dam, located in Sections 11 and 12, T. 14 S., R. 3 E., capacity 69 acre feet;

Grossmont Reservoir, located in lot 136 Murray Hill map 1542-- , capacity 127 acre feet.

Eucalyptus Reservoir, located in Lot 4, Section 17, T. 16 S., R. 1 W., S.B.M., capacity 26 acre feet.

Murray (formerly La Mesa) Reservoir, partly in Ex-Mission Rancho and partly in Sections 12 and 13, T. 16 S., R. 2 W., S.B.M., capacity 6,750 acre feet.

It is the purpose of this agreement to define and perpetuate between the parties the extent and order of priority of right to the use of the waters of the San Diego River Watershed which are understood and agreed to be as follows:

First right: To parties of the second part to divert water to the extent, in the manner appropriated and used from the Cuyamaca Reservoir and Dam and the Diverting Dam and lower storage reservoirs (Murray Hill, Eucalyptus and Murray, formerly La Mesa) as herein defined and agreed to.

Second right: To the parties of the second part any flood waters of said San Diego River which in their course unimpeded (except by construction works under said first right) would not contribute to the supply of the subsurface flow or water plane of said river.

Third right: To party of the first part the maximum future requirements of his riparian lands hereinbefore described, without any increase of burden in delivering for use thereon by reason of appropriations of parties of the second part in excess of said first right.

Fourth right: To parties of the second part to use any excess of water for the time being, but the use of

such excess water however long continued shall not impair or restrict the right of the party of the first part at any time to have come to his said lands the maximum requirements thereof, without any increase of burden in delivering for use thereon by reasons of appropriations of parties of the second part in excess of said first right.

The extent of all such rights shall be determined in the manner and subject to the conditions, exceptions and reservations herein contained.

In view of the fact that the diversion of the flood waters of said San Diego River by the said parties of the second part, as permitted hereunder, may lower the level of the subsurface water plane of said San Diego River at the places riparian to said lands of the party of the first part, it is hereby agreed as follows: Until the same shall be undertaken and maintained by competent public authority, the parties of the second part shall install and maintain adequate instruments and equipment and employ competent agents for measuring and shall continuously measure and keep records of the rainfall and run-off of the watershed tributary to the conservation works of the parties of the second part, and the inflow and discharge thereof, and the manner of discharge showing the part diverted for use and that passing over the spillways and the seepage and evaporation thereof. All such measurements and records required by the U. S. Geologic Survey and the State Water Commission of California shall be kept by the parties of the second part in the manner followed and approved by the officers of the United States Geologic Survey and by the State Water Commission of California, or by the officers for the time being performing the duties now performed by the State Water Commission of California, as a necessary means for arriving at proper conclusions under arbitration proceedings provided for in this agreement. Whenever the level of the subsurface water plane of said San Diego River at places riparian to said lands of the party of the first part shall appear to him to be lower than the normal level of said subsurface water plane, then the question of whether the subsurface water plane is lower than said normal level, and if lower whether it was lowered by the diversion of water by the parties of the second part, and the question whether loss and damage has resulted to the said party of the first part, and the amount, if any, of such loss and damage shall be submitted to arbitration.

Nothing herein contained and no construction of dams or works hereunder shall be construed as a waiver by the party of the first part, of any damage to his said land and/or the improvements thereon including crops which shall hereafter accrue, and for which the said parties of the second part would be liable had this agreement not been made.

#### ARBITRATION

Whenever the party of the first part, his successors and assigns, shall claim damages or loss hereunder from the parties of the second part, their successors and assigns, he, or they, shall present a statement of his or their claims and the amount of damages claimed by him or them, to some one of the parties of the second part, or some of their successors and assigns, and unless the damages are agreed upon and paid



Modified copy of pages 2-3-

Upon the condition, that the reservoir or reservoirs for impounding and diverting, or impounding, or diverting said water shall not have a total capacity in excess of 17,106 acre feet and upon the further condition that

The party of the first part hereby excepts and reserves to his riparian lands the prior right to so much of the water of said San Diego River riparian thereto as from time to time may be beneficially used thereon, and the diversion by said parties of the second part of any of the water in or which would come to said San Diego River, however long said diversion by said parties of the second part shall be continued, shall not deprive said land of the said party of the first part of said excepted and reserved prior riparian rights; Provided however, that these exceptions and reservations shall not affect the prior right of the parties of the second part to continue to divert water for use in the manner, for the purposes and of the amount which has been diverted and used by means of the following reservoirs, hereby agreed to as follows, to-wit:

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Murray (formerly La Mesa) Reservoir, partly in Ex-Mission Rancho and partly in Sections 12 and 13, T. 16 S., R. 2 W., S.B.M., capacity 6,750 acre feet.

It is the purpose of this agreement to define and perpetuate between the parties the extent and order of priority of right to the use of the waters of the San Diego River Watershed which are understood and agreed to be as follows:

First right: To parties of the second part to divert water to the extent, in the manner appropriated and used from the Cuyamaca Reservoir and Dam and the Diverting Dam and lower storage reservoirs (Grossmont, Eucalyptus and Murray, formerly La Mesa) as herein defined and agreed to.

Second right: To the parties of the second part any flood waters of said San Diego River which in their course unimpeded (except by construction works under said first right) would not benefit the party of the first part and the taking of which would cause no injury to the party of the first part.

Third right: To party of the first part the maximum future requirements, for beneficial use, of his riparian lands hereinbefore described, without any increase of burden in delivering for use thereon by reason of appropriations of parties of the second part in excess of said first right.

Fourth right: To parties of the second part to use any excess of water for the time being, but the use of such excess water however long continued shall not impair or restrict the right of the party of the first part at any

time to have come to his said lands the maximum requirements for beneficial use thereof, without any increase of burden in delivering for use thereon by reasons of appropriations of parties of the second part in excess of said first right.

The extent of all such rights shall be determined in the manner and subject to the conditions, exceptions and reservations herein contained.

In view of the fact that the diversion of the flood waters of said San Diego River by the said parties of the second part, as permitted hereunder, may lower the level of the subsurface water plane of said San Diego River at the places riparian to said lands of the party of the first part, it is hereby agreed as follows: Until the same shall be undertaken and maintained by competent public authority, the parties of the second part shall install and maintain adequate instruments and equipment and employ competent agents for measuring and shall continuously measure and keep records of the rainfall and run-off of the watershed tributary to the conservation works of the parties of the second part, and the inflow and discharge thereof, and the manner of discharge showing the part diverted for use and that passing over the spillways and the seepage and evaporation thereof. All such measurements and records required by the U. S. Geologic Survey and the State Water Commission of California shall be kept by the parties of the second part in the manner followed and approved by the officers of the United States Geologic Survey and by the State Water Commission of California, or by the officers for the time being performing the duties now performed by the State Water Commission of California, as a necessary means for arriving at proper conclusions under arbitration proceedings provided for in this agreement. Whenever the level of the subsurface water plane of said San Diego River at places riparian to said lands of the party of the first part shall appear to the party of the first part to be lower than the normal level of said subsurface water plane, then the question of whether the subsurface water plane is lower than said normal level, and if lower whether it was lowered by the diversion of water by the parties of the second part, and the question whether loss and damage has resulted to the said party of the first part, and the amount, if any, of such loss and damage shall be submitted to arbitration.

Nothing herein contained and no construction of dams or works hereunder shall be construed as a waiver by the party of the first part, of any damage to his said land and/or the improvements thereon including crops which shall hereafter accrue, and for which the said parties of the second part would be liable had this agreement not been made.

ARBITRATION

Whenever the party of the first part, his successors and assigns, shall claim damages or loss hereunder from the parties of the second part, their successors and assigns, he, or they, shall present a statement of his or their claims and the amount of damages claimed by him or them, to some one of the parties of the second part, or some of their successors and assigns, and unless the damages are agreed upon and paid



WALTER LEROY HUBER  
MEM. AM. SOC. C. E.  
CIVIL ENGINEER

FIRST NATIONAL BANK BUILDING  
SAN FRANCISCO, CALIFORNIA

Jan. 9, 1919.

Mr. Ed. Fletcher,  
920 Eighth Street,  
San Diego, Cal.

Dear Mr. Fletcher:

I am in receipt by reference from your office of a copy of Commissioner Sells' letter of December 28th and of your reply of January 7th regarding the San Luis Rey contract. I believe your reply is very good in all respects except one. You stated on page two: "Referring to article No. 2: Mr. Clotts and myself are fully agreed in regard to this portion of the contract." It is true that you and Mr. Clotts are in accord in this matter now that you have pointed out to Mr. Clotts the injustice. But the point is that Commissioner Sells does not see the injustice of the original contract and has, therefore, not consented to the change. He states, in discussing this point, (see his letter) that while both you and Mr. Clotts have construed the section of the original contract so as to require Volcan Land and Water Company to bear all transmission losses through the Escondido canal, this is not the case. In this last statement he is wrong, and he is now the only one misinterpreting the original contract. He assumes that none of us understand that the intake referred to is that of the Escondido Mutual Water Company's canal. This is clear to all of us, but the point is that the contract, as originally drawn, requires that Volcan Land and Water Company deliver water at this intake, "An amount of water sufficient to supply the Indians - - with the quantity of water called for in the outstanding contract - - as set forth in Exhibit A."

JAN 10 1919

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1/9/18.

You will thus readily see that Volcan Land and Water Company will be required to deliver water at the intake of the Escondido ditch but in such quantity as to make a certain amount come out at the lower end. Obviously, if the Escondido ditch is inefficient and leaky it will require a great deal of water at the intake in order to fulfill this requirement. For instance, if it is required to deliver six second feet at the Indian Reservation and the losses in the Escondido ditch average 60%, it would thus be necessary to deliver at the Escondido intake not six second feet, but fifteen second feet in order to fulfill the contract. I still believe that the contract should be modified in this respect as already agreed by Mr. Clotts.

Very sincerely,

W. L. Huber

WLH/RH



San Diego, California.  
January 18, 1919

Mr. W. L. Huber,  
First National Bank Bldg.,  
San Francisco, California.

My dear Mr. Huber:

I have received a letter from Mr. Wheeler, who says that the attorney for the Department of the Interior, Mr. Reeves, made the following statement:

That he does not see why we require a contract with the government in order to build Warner's Dam, inasmuch as it is on Mr. Henshaw's own land, and the Indians are protected by their contract with the Escondido people, who in turn are protected by an existing contract with Mr. Henshaw.

I should like to have your opinion in regard to the matter, and if we could get a letter from the Secretary of the Interior, and the Commissioner of Indian Affairs to that effect, why would not that be sufficient?

Yours very truly,

EF/bm

WALTER LEROY HUBER  
MEM. AM. SOC. C. E.  
CIVIL ENGINEER

FIRST NATIONAL BANK BUILDING  
SAN FRANCISCO, CALIFORNIA

Jan. 20, 1919.

Mr. Ed. Fletcher,  
920 Eighth Street,  
San Diego, Cal.

Dear Mr. Fletcher:

I am in receipt of a carbon copy of your letter of January 16th to Commissioner Sells regarding the liability for losses in the Escondido Mutual Water Company's canal. Your letter handles this point very well and is very clear. Surely the Commissioner will get your meaning.

Very sincerely,

*W. L. Huber*

WLH/RH

JAN 20 1919



WALTER LEROY HUBER  
MEM. AM. SOC. C. E.  
CIVIL ENGINEER

FIRST NATIONAL BANK BUILDING  
SAN FRANCISCO, CALIFORNIA

Jan. 20, 1919.

Mr. Ed. Fletcher,  
920 Eighth Street,  
San Diego, Cal.

Dear Mr. Fletcher:

I am just in receipt of your letter of January 18th in which you quote Mr. Wheeler as stating that Mr. Reeves, Attorney for the Department of the Interior, says that he does not see why a contract with the Government in order to build Warner Dam is necessary. Surely this opinion of Mr. Reeves is absolutely in accord with my own views on the subject. In the very first letter which I wrote to you on this subject, dated October 16, 1918, my first conclusion was stated as follows:

"First, I am wondering why this contract has been proposed. The Indians have a vested right to some amount of water from the San Luis Rey River - to what amount I have no personal knowledge, but the fact that they have a right to the flow of some of the stream has long been recognized and appears to be well established, as evidenced by contract of June 4, 1894 with the then existing Escondido Irrigation District. Even the government does not claim for these Indians a right to more than six second feet. From my knowledge of the watersheds, I can say, without hesitancy, that after the construction of Warner Dam there will at all times be this amount of water available for the Indians. My understanding is that no rights of way are sought across the Indian Reservation at the present time. It thus appears that the agreement requires the recognition of certain rights (rights which, to be sure, will not suffer from the construction of Warner Dam) and imposes some burdensome conditions to insure the recognition of these rights. In return, the government only waives any objections which it might have because of the rights of the Indians either riparian or by appropriation. Why is it not willing to allow its rights to stand, as would those of another owner, where if damage were possible remedy would be had through the courts? Possibly you are desirous of getting an agreement to prevent any possible action in the courts or perhaps the Indian Service is insisting upon the agreement in which case, as a matter of policy, I advise you to enter into some reasonable agreement. The bargain, however, appears in the light of my knowledge of the physical conditions to be rather one sided."

JAN 22 1919

-2-

1/20/19

Certainly, if you can get a letter from the Secretary of the Interior and the Commissioner of Indian Affairs along the line of Mr. Reeve's opinion, it will be sufficient, in fact, I have no great fear of proceeding without even such letter, but if you can get it, it will save you a lot of future trouble.

Very sincerely,

W. L. Huber

WLH/RH



WALTER LEROY HUBER  
MEM. AM. SOC. C. E.  
CIVIL ENGINEER

FIRST NATIONAL BANK BUILDING  
SAN FRANCISCO, CALIFORNIA

Jan. 29, 1919.

Mr. Ed. Fletcher,  
920 Eighth Street,  
San Diego, Cal.

Dear Mr. Fletcher:

Mr. Chandler has returned and I took up with him today the matter of the proposed Thum Contract. In the light of the correspondence accompanying your letter of January 27th, he proposed that next week when Johnstone comes up from the South we hold a further conference to try to draw up a final agreement. However, he at once found that the comments of the Thum Company upon the draft of agreement which I proposed, which comments appear in the form of a letter from F. and W. Thum Company to Hugo Thum, are rather indefinite and do not seem to be final. They contain two or three statements to the effect that "we shall investigate", and finally closing "As soon as we find time, we shall show a copy of this letter to Mr. Bennett and learn wherein our comments may be in error and write you again".

While the Water Commission is now willing to draw up a final contract, it is unwilling to spend time on tentative drafts of agreements, therefore can you not get the Thum Company's objections, if any, to your form of agreement in definite form, and do so at once so that we can get the whole matter cleared up when Johnstone arrives in San Francisco next week.

Very sincerely,

WLH:RH

W. L. Huber

JAN 31 1919

January 27, 1919.

Mr. W. L. Huber,  
1304 First National Bank Bldg.,  
San Francisco, California.

My dear Mr. Huber:

Enclosed find letter from Mr. Thum which is explanatory.

I haven't time even to read it but am anxious for you and the Water Commission to get busy and whip the thing into shape as soon as possible.

I wish you would send me a revised copy of the agreement so that I can take it up with Murray and Henshaw.

All I want is something fair.

Yours truly,

F-P



Fletcher please read  
carefully and answer.

WALTER LEROY HUBER  
MEM. AM. SOC. C. E.  
CIVIL ENGINEER

FIRST NATIONAL BANK BUILDING  
SAN FRANCISCO, CALIFORNIA

Feb. 5, 1919.

Mr. Ed. Fletcher,  
920 Eighth Street,  
San Diego, Cal.

Dear Mr. Fletcher:

I spent the forenoon in conference with Messrs. Chandler and Johnstone of the State Water Commission on the matter of riparian agreements on San Diego River between Cuyamaca Water Company and F. & W. Thum Company. The agreement which I prepared for you is entirely satisfactory to the State Water Commission except that two points are possibly still in controversy between your Company and the Thum Company, and these should be settled before a final agreement can be reached.

First. In the agreement which I have prepared, I have enumerated all of the existing reservoirs of Cuyamaca Water Company, and, if the Thum Company should sign the agreement as I have prepared it, they would thereby practically waive claim to damages because of water diverted or stored by any of the reservoirs today existing. It appears from some of the correspondence of the State Water Commission that it is the intention of the Thum Company to waive its claims only for such works as existed at the date when it filed a suit, and at that time Cuyamaca Dam was somewhat lower than it is today and the new Murray Dam had not yet been constructed. Now, are you willing to make your claim in this agreement to cover only these original structures, or do you wish to insist upon your claim for the right to storage in the enlarged Cuyamaca Reservoir (I believe the enlargement is only 1135 acre feet), and for the enlargement in capacity afforded by Murray Reservoir over the capacity formerly afforded by La Mesa Reservoir. The State Water Commission is

Er -2-

2/5/19

glad to act as arbitrator in the question of damages which may arise to the riparian owners, but you can readily understand that this question of rights of diversion and storage is hardly one which the Commission can cover. It is one for you and the Thum Company to agree upon if possible.

Second. The only other point is one covered in the Thum Company's letter of January 21st under section "L", in which the Thum Company states: "At our suggestion, Mr. Thum used this paragraph on the distribution of costs of arbitration; but we now think the paragraph used in our third agreement would be fairer". The State Water Commission has not a copy of the third agreement and neither have I, but both Commissioners stated that they would be satisfied with any agreement between yourself and the Thum Company as to the distribution of costs. Thus it seems that the Thum Company has proposed both of the agreements mentioned, and that it now changes its mind and wishes to use the third one, whatever that may be, instead of the fourth. If you can get these two matters settled, the final agreement can be reached at once to the satisfaction of the State Water Commission. Unless you are able to handle it in the mean time, I can discuss this matter further with you upon my next visit to San Diego, but as this is several days off, I hope you can handle the matter in the mean time by correspondence. You have in your file a copy of the agreement which I drew up for you, and the principal point of controversy appears on the second page, where all existing reservoirs, rather than the reservoirs existing when the Thum Company suit was filed, are enumerated.

Very sincerely,

WLH/RH

W. L. Huber



February 7, 1919

Mr. W. L. Huber,  
First National Bank Bldg.,  
San Francisco, California.

My dear Mr. Huber:

Answering yours of the 5th, will say your position is absolutely well taken, and I want the contract to read so as to protect us on the additional storage of Cuyamaca and Murray reservoirs. Let the question of the costs of arbitration be settled when I see you.

There is no such thing as getting together with Thum and his attorney on the question of costs. Whatever you agree to is satisfactory to me, so if it comes up for final decision, go to it.

There is every indication that we are going to get the Conejos application approved immediately.

Enclosed find copy of letter from Thum. With Thum's letter, this is certainly authority enough for the Water Commission to go ahead and clean the thing up.

Yours very truly,

EF/bm

encl

San Diego, California.  
February 10, 1919  
(Dict. 2/8/19)

Mr. W. L. Huber,  
First National Bank Bldg.,  
San Francisco, California.

My dear Mr. Huber:

Enclosed find copy of letter from F. & W. Thum Company which is self-explanatory. I will see you next Tuesday morning.

Yours very truly,

EF/bm  
encl



WALTER LEROY HUBER  
MEM. AM. SOC. C. E.  
CIVIL ENGINEER

FIRST NATIONAL BANK BUILDING  
SAN FRANCISCO, CALIFORNIA

Feb. 14, 1919.

Mr. Ed. Fletcher,  
920 Eighth Street,  
San Diego, Cal.

Dear Mr. Fletcher:

I had the matter of the Thum agreement up again with Mr. Chandler this morning. The fifth tentative agreement drawn up by the Thum Company raises some law points concerning which Mr. Chandler wishes to confer with Mr. Bohnett, the Commission's attorney. Further action will, therefore, be suspended until he has the opportunity to confer with Mr. Bohnett on Tuesday, the 18th.

I am enclosing a clipping from the San Francisco Chronicle which refers to your highway matter and will probably be interesting.

Very Sincerely,

*W. L. Huber*

WLH/RH

FEB 17 1919

February 19, 1919.

Mr. W. L. Huber,  
1304 First National Bank Bldg.,  
San Francisco, California.

My dear Mr. Huber:

Could you let me have a copy of the letter which the State Engineer sent to Honorable Cato Sells, in relation to the effect on the Indian Reservation and Escobido Mutual Water Company, by the construction of the Warners Dam? I am anxious to let Wheeler have a copy of it so that he will be guided accordingly.



WALTER LEROY HUBER  
MEM. AM. SOC. C. E.  
CIVIL ENGINEER

FIRST NATIONAL BANK BUILDING  
SAN FRANCISCO, CALIFORNIA

Feb. 21, 1919.

✓  
Mr. Ed. Fletcher,  
920 Eighth Street,  
San Diego, Cal.

Dear Mr. Fletcher:

The State Engineer did not supply me with a carbon copy of the letter which he wrote to Commissioner Sells in the matter of the effect on the Indian Reservation and Escondido Mutual Water Company of the construction of Warner Dam. I am, therefore, unable to send you a copy. I reviewed this matter and prepared a draft of a letter for Mr. McClure's consideration, in fact, I handed it with other papers to him in your presence in my office a few minutes before we went out when you were leaving for San Diego. He placed these papers in his pocket without consideration at the time, and I do not know whether he followed my draft or whether he changed it. I suggest that you make a request direct to him for a copy without reference to me.

Very sincerely,

*W. L. Huber*

WLH/RH

FEB 24 1919

WALTER LEROY HUBER  
MEM. AM. SOC. C. E.  
CIVIL ENGINEER

FIRST NATIONAL BANK BUILDING  
SAN FRANCISCO, CALIFORNIA

March 14, 1919.

✓ *EF*  
Mr. Ed. Fletcher,  
920 Eighth Street,  
San Diego, Calif.

Dear Mr. Fletcher:

I have just been called to the office of the State Water Commission by Mr. Chandler. He showed me certain correspondence between himself and Mr. Johnstone regarding the Thum arbitration proposal. In one of Mr. Johnstone's letters he stated that he had suggested to you that a determination should be made under Section 12 of the Water Commission Act, which Section pertains to diligence. I feel very strongly that no good can come from having such determination. Cuyamaca Water Company's diligence is not at the present time being questioned by anyone and it would be folly to raise such question now. In making this statement to you I am also stating Mr. Chandler's firm conviction.

The whole Commission will be with you Tuesday, and also their Attorney, Mr. Bohnett, whom you will find a very fine fellow indeed. Mr. Bohnett was in College at the same time I was in a class or two after my own class. He has since been very prominent in State affairs. Mr. Chandler is now planning to arrive in Los Angeles Sunday and to leave Los Angeles Monday afternoon at 2:05 and I believe this will get him to San Diego at about 6:35 Monday evening. Possibly he will change his plans, but I do not think so.

I met Mr. Riley, the newly appointed Water Commissioner for the first time today. I believe he is also going to San Diego.

Very sincerely,

*W. L. Huber*

MAR 18 1919



WALTER LEROY HUBER  
MEM. AM. SOC. C. E.  
CIVIL ENGINEER

FIRST NATIONAL BANK BUILDING  
SAN FRANCISCO, CALIFORNIA

April 10, 1919.

Mr. Ed. Fletcher,  
920 Eighth Street,  
San Diego, Calif.

Dear Mr. Fletcher:

I showed Mr. Chandler a copy of the notice which you have served on many of the water users of San Pasqual Valley. Most of these water users are riparian owners and are under their riparian rights undoubtedly entitled to make any reasonable use of water on their own lands. Your notice, therefore, in Mr. Chandler's opinion, can have but little effect except to require them to make a reasonable use, that is, to waste no water.

The National Electric Light Association will meet in San Diego on April 30th, May 1st, and May 2nd. Mr. Chandler will attend that meeting and will at the same time devote a little time to some of the San Diego County matters before the State Water Commission. Please discuss this particular question with him at that time.

Very sincerely,

W. L. Huber

WLH/RH

April 19, 1919.

Mr. W. L. Huber,  
1504 First National Bank Bldg.,  
San Francisco, California.

My dear Mr. Huber:

Enclosed find letter from Johnstone and copy of contract, which are explanatory.

I wish you would have it re-written after criticizing it, letting me know what you think about it before putting it up to Henshaw and Thum.

With kind regards,

Yours very truly,

encl  
WF-mk



April 25, 1919.

Mr. W. L. Huber,  
1304 First National Bank Bldg.,  
San Francisco, California.

My dear Mr. Huber:-

Enclosed find copy of letter  
from Thum to Chandler.

Before committing myself I want you to see  
Chandler and look over the revised agreement which  
I sent you and see what I am getting into. Mr. Thum  
refers to "or other water rights". I have no  
recollection of even discussing this with him, but  
Thum is sincere and right generally, and if it  
isn't a serious admission why I have no objections  
to having it go in. But I am trusting you entirely  
in this matter as you know our conditions here.

Yours very truly,

encl  
EF-mk

April 23,  
1919.

Mr. A. E. Chandler, Chairman,  
State Water Commission,  
San Francisco, California.

Dear Sir:-

I am in receipt of your favor of the 19th.

We should have made it clear in our letter of the  
19th to Mr. Johnstone that the draft of agreement, as forwarded  
by us, was with two exceptions prepared word for word in Mr.  
Fletcher's office between March 28th and April 2d, while I was  
in San Diego. I went there for the express purpose of coming  
to a final decision on the exact form of agreement between the  
Water Company and the F. & W. Thum Company. The first exception  
is the addition of the phrase "or other water rights" in the  
paragraph just preceding the arbitration section. This Mr.  
Fletcher agreed to readily before I left for Pasadena. The  
second exception consists of the several suggestions offered by  
you, and Mr. Fletcher agreed in advance (in order to facilitate  
matters) to accept any changes you might think desirable, no  
doubt having in mind such suggestions as would not change the spirit  
or intended effect of the agreement.

We should not have proposed that you make the final  
draft without Mr. Fletcher's "O.K.", had he not been away on an ex-  
tended trip and had he not himself urged haste in the matter.

We are sending a copy of this letter to Mr. Fletcher.

Yours sincerely,

F. & W. THUM COMPANY,

by W.T.

APR 23 2:5 1919



San Diego, California  
May 16th, 1919

Mr. W. L. Huber,  
First National Bank Bldg.,  
San Francisco, California.

My dear Mr. Huber:

Enclosed find letter from our attorney, Mr. Crouch under date of April 30th, which is explanatory. On receipt of this letter will you kindly take up with Mr. Chandler and the Water Commission this phase of it as brought out by Mr. Crouch?

My impression is that this clause should be added to the contract, and I am then ready to sign it and recommend to my partners that they sign it.

Please take this matter up at your earliest convenience and let me have reply.

Yours very truly,

EF/bm

encl

Enc. Draft of  
Agreement between  
Volcan Water Co. & U.S.

May 16, 1919.

Walter Leroy Huber,  
Consulting Civil Engineer,  
First National Bank Bldg.,  
San Francisco, Calif.

My dear Mr. Huber:

I am enclosing a copy of a draft of an agreement between the United States and the Volcan Water Co., pertaining to the construction of the "Warner's Ranch" dam.

After our recent conference, much thought has been given the subject, and the enclosed draft is the result.

It was found impossible to devise a scheme whereby future misunderstandings might not result from an attempt to perpetuate normal conditions after the construction of the Dam.

The rainfall, all the hydrographic data available, and all other information bearing upon the subject were brought into use, and various methods were tentatively used to solve the problem. Many of the schemes were abandoned, and the one submitted is the one finally decided upon as the most feasible, it being the one which seems to best protect the interests of all parties concerned, conserve and make useful the waters of the San Luis Rey that rise below the dam, and make possible the most economical use of this stream system.

From the available data, it appears that, under this scheme, during several of the past years, no water would have had to have been released from the Warner's reservoir to fulfill the terms of the agreement, while during other years, some water would have had to have been released to fulfill the stipulations. However, it appears that a fair average has been struck and that all parties will be fairly treated, and that a positive and thoroughly understandable and workable scheme is presented.

I am sure there is no disposition on the part of

MAY 1 1919



anyone in authority within the Indian Bureau or the Department of the Interior to ask anything but a fair solution of this matter. All of the present rights must be protected, and it is to the interests of all that a full development and use of every drop of water in the entire system be made.

A copy of the draft has been sent to Mr. Fletcher and I assume that you will address Mr. Fletcher upon the subject.

I am leaving here for other points, and as my itinerary cannot be closely foretold, I desire that you address Mr. Clotts in this office in the event that you desire any further information or wish to comment upon the subject.

With best regards, I am

Very truly yours,

W. M. T.  
Chief Engineer

W.M.T.  
Enc.

WHEREAS, The Volcan Land Company, a corporation duly organized under the laws of the State of California, is contemplating the construction of a dam and reservoir for impounding storm and other waters for irrigation, domestic, (including municipal), and other purposes on the upper reaches of the San Luis Rey River in the State of California, at a point commonly known as "Warner's Ranch" in Sections Three and Ten, Township Eleven South, Range Two East, San Bernardino Meridian;

AND WHEREAS, in order to accomplish the above-mentioned purposes, it is necessary for said Company to acquire or otherwise protect outstanding rights to water in and along the said San Luis Rey River, above and below the said proposed dam and reservoir site;

AND WHEREAS, in a certain contract dated February 2, 1914, by and between the United States of America, acting for and on behalf of the Indians of the Rincon Reservation, California, as party of the first part, and the Escondido Mutual Water Company, successor in interest to the Escondido Irrigation District, a corporation duly organized under the laws of the State of California, as party of the second part, the prior rights of the Indians of the said Rincon Indian Reservation in and to the waters of the said San Luis Rey River have been recognized and defined; a copy of said contract being attached hereto, marked "Exhibit A", and hereby



made a part hereof;

AND WHEREAS, in a certain contract dated June 21, 1912, by and between the aforesaid Escondido Mutual Water Company, as party of the first part, and William G. Henshaw of the City of Oakland, State of California, as party of the second part, the said Escondido Mutual Water Company did consent to the construction of said proposed dam and reservoir at "Warner's Ranch", subject to certain conditions, stipulations, covenants and agreements in said contract contained; a copy of said last-mentioned contract being attached hereto, marked "Exhibit B", and hereby made a part hereof;

NOW THEREFORE, this agreement made and entered in- to this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_, by and between the said Volcan Land Company, party of the first part, and the United States of America, acting in this behalf by its Secretary of the Interior, for and on account of the Indians of the said Rincon and Pala Reservations, California, party of the second part;

WITNESSETH, That for and in consideration of the fact that impounding storm and flood waters in said reservoir at "Warner's Ranch" will tend to prevent loss of land by erosion along said river, and to prevent damage to the above-mentioned Reservation and other property of the Indians living along said River, and in further consideration of the mutual covenants herein contained, it is agreed and understood by and

between the parties hereto:

1. That, subject to the conditions and stipulations hereinafter contained, the Secretary of the Interior, in behalf of the Indians of the said Pala and Rincon Reservations, will interpose no objection to the construction of the said proposed dam and reservoir at "Warner's Ranch" on the said San Luis Rey River.

2. That the prior rights of the Indians of the Rincon Reservation in and to the waters of the said San Luis Rey River, as indicated in the above-mentioned contract between the Escondido Mutual Water Company and the United States of America, are hereby expressly admitted, recognized and acknowledged by the party of the first part hereto.

3. That, if the water-shed tributary to that part of the San Luis Rey River lying between the site of the proposed dam as hereinabove described and the intake of the Escondido Mutual Water Company's canal located in Section Thirty-three, Township Ten South, Range One East, S.B.M., fails to produce in said River at the intake aforesaid during each and every calendar year water in the quantities called for by the schedule next hereinafter appearing, which said quantities of water shall be in addition to, over and above such amount of water as may be required to adequately protect all outstanding rights to water from said River and its tributaries other than the Indians of the said Rincon Indian Reser-



vation, then and in that event, the party of the first part hereby agrees that he will deliver or cause to be delivered, at his expense and without cost to said Indians, at the aforesaid intake of the Escondido Mutual Company's canal, water in such quantities and at such times as will with the water, if any then in said River at said intake, produce the quantities called for by the following schedule during the several months of each and every calendar year:

December, a continuous flow of six cubic feet per second.

January	"	"	"	"	six	"	"	"	"
February	"	"	"	"	six	"	"	"	"
March	"	"	"	"	six	"	"	"	"
April	"	"	"	"	six	"	"	"	"
May	"	"	"	"	six	"	"	"	"
June	"	"	"	"	three	"	"	"	"
July	"	"	"	"	three	"	"	"	"
August,	none								
September,	"								
October,	"								
November,	"								

4. That, should the distribution of water hereinabove provided for fail in any year to bring the water-plane underlying the surface of the said Rincon Reservation up to level of the bottom of the stream bed opposite pumping plant No. 1, hereinafter more specifically described and located, at

any time between March 15 and May 1 of each and every calendar year, then and in that event the party of the first part hereby agrees to deliver at the intake of the Escondido Mutual Company Canal such quantity of water as, in addition to that hereinabove provided for, will at some time between said dates bring such underground water-plane up to that certain level opposite that pumping plant established by the United States for use on the Rincon Reservation, said pumping plant being commonly known as "Pumping Plant No. 1" and being located in the Southeast Corner of the Northeast Quarter of the Southeast Quarter of Section Thirty-five, Township Ten South of Range One West of the San Bernardino Meridian, California. Should it become necessary to discharge stored water into the San Luis Rey River from the said reservoir to be constructed at "Warner's Ranch", in order to replenish the underground supply at Rincon and maintain such water-plane at the elevation hereinabove designated, the party of the first part hereby covenants and agrees that it will not discharge or cause to be discharged water from such reservoir, in such manner or in such quantities as will result in damage or injury to the lands of the said Rincon Reservation, but that such water will be discharged in such manner and at such times and as will best allow all the water so discharged to permeate the sand, gravel, and other sub-soils underlying said Reservation, for the purpose of replenishing the underground water supply.



5. That, should there be valid outstanding rights other than those of the United States, the said Indians herein mentioned or other Indians in and to the use of water, riparian or otherwise, from the San Luis Rey River, which the party of the first part hereto has not acquired, then the said party of the first part hereby covenants and agrees to release from its reservoir at "Warner's Ranch" water in such quantities and at such times as will satisfy and fully protect such other outstanding rights and in all things necessary to adequately protect the United States and its Indian wards against any claim that the said dam and reservoir is storing or has stored water that should be allowed to flow down to satisfy said outstanding rights of others, or that the United States or said Indians should, on account of said storage, share the waters of said River or its tributaries with others; it being distinctly understood that the delivery of water hereinabove agreed to be made by the party of the first part of the aforesaid intake of the Escondido Mutual Water Company's canal is for the use, benefit and protection of the Indians of the reservations herein referred to, and for the purpose of enabling the Indians and the United States in their behalf to fulfill the obligation of that certain contract between the United States of America and the Escondido Mutual Water Company set forth in "Exhibit A" hereof.

6. It is further understood and agreed by and between the parties hereto that the Indians of the Pala Reserva-

tion, California, have a right prior to any which the party of the first part has or may acquire in and to the entire flow of the San Luis Rey River whenever the quantity of water in said River, measured at the eastern boundary of said Reservation, does not exceed six cubic feet of water per second and that the Indians of said Reservation have such prior right in and to six cubic feet per second of the waters of said River at all times whenever the quantity flowing therein exceeds six cubic feet per second, measured at the point last hereinabove mentioned. Further, that owing to the extent of the water-shed between the Pala Indian Reservation and "Warner's Ranch", the said proposed dam and reservoir, the parties hereto believe that the flow of the San Luis Rey River at, in and through the said Pala Indian Reservation may not be injuriously affected by the construction of such proposed reservoir at "Warner's Ranch", but, after construction of the said reservoir, should the waters of the San Luis Rey River available for use of the Indians of the Pala Reservation fall below the quantity required for the Indians of said Reservation (not exceeding six cubic feet per second), then and in that event, the party of the second part hereby agrees, at his own expense and without cost to the Indians of said Reservation, to sink such wells, install such pumps, motors, pipes, pipe lines, fittings, appliances, material and supplies, (in addition to those now on said



Reservation), as may be necessary to furnish the Indians of the said Pala Reservation with the quantity of water for irrigation purposes to which they are entitled, not exceeding a maximum of six cubic feet per second. The party of the first part further agrees to furnish, at his own expense, such power, labor, materials and supplies as may be required for the proper operation, upkeep, maintenance and repair of such additional machinery, pumps, pipe lines and other appliances, as may be installed hereunder; the location of such additional pumping plants, the size, kind and style of motors, pumps, machinery, fittings and other appliances, and the installation of each and every part thereof to be subject to the approval of the party of the second part, his agent or agents; all without cost to the Indians of said Reservation.

7. That no member of or delegate to Congress, or Resident Commissioner either after election or appointment, or either before or after he has qualified and during his continuance in office, and no officer, agent or employee of the Government shall be admitted to any share or part of this contract or agreement, and the provisions of Sections 3739-3740-3741 of the Revised Statutes of the United States relating to contracts enter into and form a part of this agreement so far as the same may be applicable. Nothing herein contained, however, shall be construed to extend to any incorporated com-

pany where such contract or agreement is made for the general benefit of such corporation or company, as provided in Section 116 of the Act of Congress approved March 4, 1909 (35 Stats. 1109).

8. It is agreed and understood by and between the parties hereto that the party of the first part, with the consent and approval of the party of the second part, but not otherwise, shall have the right to set over, transfer and assign to other persons, firms or corporations, this contract and all rights hereunder. Further, that if the said proposed dam and reservoir is not constructed and in operation prior to January One, Nineteen Hundred and Thirty, then and in that event, the Secretary of the Interior may declare this contract forfeited, whereupon all rights of the party of the first part hereunder, its successors and assigns, shall thereupon cease.

9. That, to assure faithful compliance with the provisions of this agreement, the party of the first part hereby agrees to furnish a good and sufficient bond satisfactory to the party of the second part in an amount not exceeding twenty-five thousand dollars, and this contract, of which the said bond is to form a part, shall not be in full force or become effective until such bond has been furnished to the satisfaction of the party of the second part. The furnishing of such bond, or the payment of any penalty or penalties thereunder by the party of the first part shall not be considered



as a waiver of any or all claims for damage that may arise to the Indians of the said Rincon and Pala Reservations, or to any of them, by reason of the construction of said proposed dam and reservoir, or from the operation thereof, the intention being that any amount or amounts that may be paid by the party of the first part pursuant to the provisions of such bond shall be regarded simply as part payment of the amount of actual damage that may result to the Indians of said Reservations, or to any of them, by reason of the construction or operation of such dam and reservoir; saving to the party of the second part hereto and to the Indians of the said Pala and Rincon Reservation, or to any of them, such remedies or actions, at law or in equity, as fully and to the same extent as though such bond had not been furnished.

IN WITNESS WHEREOF, the parties hereto have subscribed their names the year and day first above written.

Witness:

By \_\_\_\_\_

UNITED STATES OF AMERICA

By \_\_\_\_\_

Secretary of the Interior.

WALTER LEROY HUBER  
MEM. AM. SOC. C. E.  
CIVIL ENGINEER

FIRST NATIONAL BANK BUILDING  
SAN FRANCISCO, CALIFORNIA

May 20, 1919.

Mr. M. Fletcher,  
920 - 8th Street,  
San Diego, California.

Dear Mr. Fletcher:

I have a letter from Mr. Reed, Chief Engineer of the U. S. Indian Service, enclosing a draft of agreement between his Service and the Volcan Water Company. This draft is along the lines I described to you, after my conference of last Tuesday with officials of the Indian Department, except for one very radical change; the introduction of a schedule of water flows which you are to recognize, instead of having to recognize a flow of 6 cubic feet per second throughout the year. This schedule is decidedly lenient as compared with the rights which the Indian Service might insist upon, and I believe you may be able to recognize it without greatly impairing the yield of the Volcan system. Please note that the 6 second feet is required only during Winter and Spring months, when the water shed below the Warner dam will, in most years, supply such flow. Probably December will seldom yield such a flow, and in many years January will not, but most of the other months will.

The intention of the officials of the Indian Service when drawing up Section 5 was to avoid having you release water and having other interested parties claim it. In other words, in such an emergency they are drawing a contract so as to come to you and ask for more water rather than fight it out with these possible other interested parties. Since you have, or will have, acquired all of the other riparian rights on the river, this section will not impose a hardship, unless it carries with it some sort of recognition of the rights of the Escondido Mutual Water Company, which would not otherwise be necessary. Personally, I should think the contract between the Escondido Mutual Water Company and Mr. Henshaw would govern under all circumstances, but perhaps not.

I suggest that Section 5 have your careful consideration. As I told you after the conference, this contract is not wholly satisfactory, but I am sure it is the very best one you can get from the officials of the Indian Service. I think it is a very great improvement over the original draft which was submitted to you, as the Service has conceded a great many points.

Very sincerely,

W. L. Huber

Later: Chandler says he sees no possible harm in Sect. 5.

MAY 22 1919



WALTER LEROY HUBER

MEM. AM. SOC. C. E.

CIVIL ENGINEER

FIRST NATIONAL BANK BUILDING  
SAN FRANCISCO, CALIFORNIA

May 20, 1919

Mr. Ed Fletcher  
920 - 8th Street  
San Diego, Calif.

Dear Mr. Fletcher:

I have your letter of the 15th, enclosing a copy of Mr. Crouch's letter with regard to the Thum contract. You will remember that this matter of whether or not Thum lands were all riparian to the San Diego River was a point which I made in drawing up my first tentative draft of an agreement, and by referring to this draft, you will find that I made this one of the points for the Water Commission to determine. Later, in an effort to simplify the contract made by Mr. Chandler and a representative of Thum's, reference of this point to the State Water Commission was omitted, and the contract was drawn, leaving the whole matter of rights to damages to be determined by the State Water Commission. The Commission, of course, will determine the rights of the Thums as to whether or not their lands are riparian. With this idea in mind, I followed Mr. Chandler's draft in drawing up the last agreement, i.e. the one you submitted to Mr. Crouch. This morning I discussed this matter with Mr. Chandler, who feels that the paragraph suggested by Mr. Crouch, if added to the contract, would tend to completely nullify it. However, he says that this very point is the one he took up with you by letter, and which in your reply you apparently missed.

Mr. Chandler sent you a copy of a letter of May 15 from Mr. Thum's Company, giving a description of their lands, to which you replied that the description was all right, by which he infers that you agree that the Thums own these particular lands. What he really wished to know, was whether or not you agree that these particular lands are riparian to the San Diego River. If you do not, he will investigate further before having the description inserted in the contract.

Please cover the above point in an answer to Mr. Chandler and let me have a copy thereof.

Very Sincerely,

W. L. Huber

MAY 22 1919

San Diego, California.  
May 23, 1919

Mr. W. L. Huber,  
First National Bank Bldg.,  
San Francisco, California.

My dear Mr. Huber:

Enclosed find copy of letter to Mr. Fletcher,  
which is self-explanatory.

Yours very truly,

EE/bm



WALTER LEROY HUBER  
MEM. AM. SOC. C. E.  
CIVIL ENGINEER

*Orig  
3 carbons*

FIRST NATIONAL BANK BUILDING  
SAN FRANCISCO, CALIFORNIA

June 23, 1919

Mr. Ed. Fletcher,  
920 - 8th Street,  
San Diego, Calif.

Dear Mr. Fletcher:

Referring further to your letter of June 19, in the matter of the Thum contract: I took up this matter again today with Mr. Chandler, and he asks that I send you the Water Commission's draft of an agreement which was prepared by Mr. Chandler, being an exact copy of the last agreement which I myself prepared, except for the addition of a clause suggested by Mr. Thum and agreed to by you recently. This clause is contained in the second sentence of the last paragraph on the first page, being the one beginning: "The parties of the first part hereby except and reserve to the lands above described", etc.

The Water Commission refuses to determine which lands are riparian, unless a question is raised and then not until a statement is received from both parties.

As the matter now stands, the agreement drawn by the State Water Commission, copy of which I am enclosing herewith and which I wish to recommend to you as to form, is to have description of the Thum lands written in the blank space on the first page and then signed by yourself and the other owners of Cuyamaca Water Company, unless you are not willing to agree that the lands included in the description submitted by the Thums are all riparian lands. In this case, you should delay filling in the agreement and signing it, and should at once submit to the State Water Commission a statement that you do not agree that such lands are riparian and why. The Commission will then allow the Thums a chance to answer and, after their answer is received, will make a determination of whether the lands in question are or are not riparian. The Commission is, however, absolutely unwilling to determine in advance and before any question has been raised just which lands are riparian. The description submitted by the Thums to the State Water Commission of their riparian lands are as follows:

In tract T Rancho El Cajon - E 27.8 acres of SE 1/4 of SW 1/4, Sec. 21, T.15, R. 1 W - SW 1/4 of SE 1/4, Sec. 21, T. 15, R. 1W. - E. 55.60 acres of NW 1/4,

#2 ED. Fletcher - 6/23/19

Sec. 28, T. 15, R. 1 W - W 1/2 of NE 1/4, Sec. 28, T. 15, R. 1 W.

I think this is as far as I can advise you in the matter, because only you personally, or at least some of your assistants who are very familiar with local conditions can tell whether or not it may be admitted that all of these lands are riparian. With this thus determined, you should not hesitate to draw up an agreement in the exact form submitted herewith by the State Water Commission and sign same.

I am returning herewith for your files copy of my letter of May 20 to you, Mr. Chandler's letter of the same date to you, Mr. Crouch's letter of June 17 to you and Mr. Thum's letter of June 17 to you.

Very Sincerely,

*W. L. Huber*



WALTER LEROY HUBER  
MEM. AM. SOC. C. E.  
CIVIL ENGINEER

FIRST NATIONAL BANK BUILDING  
SAN FRANCISCO, CALIFORNIA

Aug. 15, 1919.

Mr. Ed. Fletcher,  
920 Eighth Street,  
San Diego, Calif.

Dear Mr. Fletcher:

Mr. Black is planning to go to San Diego about the middle of next week. He will, during his visit, discuss with you the matter of the proposed contract with the U. S. Indian Service regarding the San Luis Rey River. After some study of the matter he is inclined to the opinion that a contract with the Indian Service is not necessary and should not be required by the government. You will remember that this is an opinion which I have also expressed to you. There may be reasons political or otherwise for entering into such an agreement, but I do not see such reason. However, a discussion between yourself and Mr. Black will be profitable.

Very sincerely,

*W. L. Huber*

WLH/RH

1918  
1919

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San Diego, California  
August 30, 1919

Mr. W. L. Huber,  
First National Bank Bldg.  
San Francisco, California.

My dear Mr. Huber:

Enclosed is copy of my letter to the State Engineer, also clipping from the San Diego SUN.

The next time you are down, let us take up, without fail, the matter of building Warners Dam. Both Henshaw and his attorneys seem to think there is no necessity of any contract at all, along the lines you originally suggested, but we want to be sure about it.

Yours very truly,

EF/bm  
encl



Letterhead of

J. B. LIPPINCOTT  
1104 Central Building  
Los Angeles, California.

December 17th, 1919.

Mr. W. L. Huber,  
First National Bank Building,  
San Francisco, California.

My dear Sir:-

Mr. Ed Fletcher of the Cardiff Irrigation District called up my office yesterday about the question of the water rights of the district. I was out and did not talk with him but Mr. W. S. Post did so. Mr. Fletcher stated that he intended writing to you with reference to this subject and finding out as he expressed it, "if anything was the matter with the water rights of the Cardiff District". I did not discuss the question with him because I rather thought it was a closed issue unless I was employed on the matter again.

I would very much like to see this district go ahead and I believe the water supply for the Hodges Dam in its present state is sufficient justification for the attempt, although the amount of water to be supplied is small and the cost is very great. My position in the matter is this; that if the Volcan Land and Water Company sell the Cardiff Irrigation District a water right for \$1000 a miner's inch, as is proposed, that right as far as the Volcan people are concerned should be a prior right to the river. I feel that the Volcan people after selling this right should not subsequently build either the Pamo or the Sutherland Dam and store water at either of these sites in such a way as to interfere with the filling of Lake Hodges for which they have already sold the water right. If after Lake Hodges has been satisfied, or properly protected, there is a surplus available for storage in upper sites, it is of course highly desirable that this storage should be accomplished.

Mr. W. L. Huber

(2)

12-17-19.

I checked your hydrography and agreed with it. I hope that if Mr. Fletcher or others of the Cardiff District write you on this subject that you will sustain the position that I have outlined above as necessary for the protection of the people of the district and of the bond holders. I understand this is the assumption on which your hydrography is based.

On the other hand, from conversations I have had with Mr. Hodges, Mr. Henshaw and Mr. Fletcher, I am satisfied that there is no contract or agreement to this effect. I rather think that Mr. Fletcher takes the ground that as a matter of law the Hodges Reservoir could insist on this priority of right but if the Volcan people or the San Dieguito Mutual Water Company propose selling a water right for, as I remember it, \$700,000. I take the position that there should be a definite conveyance of that right including any riparian rights that any of these people may own on the stream above Lake Hodges sufficient for its protection.

I have been told that the new directors of the Cardiff Irrigation District may employ me to write a report on their water rights. If they do, I will expect to follow up along those lines.

I am,

Very truly yours,

(signed) J. B. Lippincott.

JBL:w



Dec. 24, 1919.

Mr. J. B. Lippincott,  
1104 Central Building,  
Los Angeles, Calif.

Dear Mr. Lippincott:

I have your letter of December 17th and am glad to have your statement, therein expressed, concerning water rights on San Dieguito River. It is true that if all of the water from that part of the watershed above Pamo Dam Site is conserved the supply for Hodges Reservoir will at times be pinched. I believe Mr. Henshaw or the Volcan Water Company has reserved the right to do this if he or it so chooses, but, from the physical standpoint, I do not consider this possible. I attach but little value to the Pamo site. While it might be physically possible to build a large dam at this site - almost nothing is impossible to modern engineering where funds are unlimited - yet such construction would, from the standpoint of economics, be sheer madness. When I made my report to the State Engineer to determine whether the project should be approved, this situation confronted us - a legal reservation existed, but one which, when considering physical and economical conditions, we did not believe possible of consummation. The subject was discussed at some length with Mr. McClure, State Engineer, before proceeding and finally it was decided to take into account physical conditions - my report, which makes a certain allowance for conservation and use in this upper watershed and utilization of the remainder, is the result. We felt that if every possible claim, including those economically impracticable, had been given full consideration, there would today be very little development of Southern California streams.

JBL -2-

12/24/19

These upper claims on San Dieguito River are a cloud and if you can secure a release of them your efforts will certainly meet with my approval. One of the difficulties is that San Dieguito Mutual Water Company can convey to Cardiff Irrigation District only what it owns and it has proceeded with its entire development under these conditions. It would be necessary, therefore, for Cardiff Irrigation District to deal with Volcan Water Company. While my water right values are not computed on the miners inch basis, you will find that they amount to considerably less than the figure of \$1,000 per miners inch mentioned in your letter.

I believe there is some chance of my position in relation to Cardiff Irrigation District being misunderstood and I would thank you for correcting any misinformation on this score. I have acted first, last and at all times for the State Department of Engineering and under general instructions from Mr. W. F. McClure, State Engineer. By mutual consent of all parties, I went on the ground in behalf of the Department and made a report upon a District whose requirements would not exceed the available water supply and which, on the other hand, would probably include sufficient value to afford security for the necessary bond issue - this latter feature to be subject, of course, to final review and approval by the State Superintendent of Banks. It was necessary to throw out some lands in order to keep the area within the capacity of the water supply. In considering these conditions, I did not go into considerations of ownership, made no effort to learn the various ownerships, and, aside from taking the general area submitted to me as being one the majority of whose owners were said to favor a district, considered only the formation of a District of proper size to be served by the available water supply



12/24/19

and one whose lands were best suited for irrigation. I appreciated that modifications of boundaries to suit the wishes of certain land owners might later be made and I now understand that this procedure is being followed. Having this much accomplished, the Directors of the District wished to submit the matter formally to the State Engineer for his approval and, following the statute, must, in order to do this, submit a report of their engineer. Realizing the depleted finances of the District at that particular time, Mr. McClure consented to their formally appointing me engineer of the District in order that I might submit to him a report in behalf of the District, which report was simply a brief synopsis of the more elaborate report which I had already made directly to him. This act of accommodation, made without personal profit to me, has led some parties to contend that I am a proponent of the District - as you will appreciate, I have no personal interest other than one of seeing the development of a section of the State which I believe warrants such development.

Very sincerely,

*W. L. Huber*

WLH/RH  
CC Mr. McClure.

WALTER LEROY HUBER  
MEM. AM. SOC. C. E.  
CIVIL ENGINEER

FIRST NATIONAL BANK BUILDING  
SAN FRANCISCO, CALIFORNIA

Feb. 16, 1920.

Mr. Ed. Fletcher,  
920 Eighth Street,  
San Diego, Calif.

Dear Mr. Fletcher:

I have neglected answering your letter of February 3d more promptly because I have been very much occupied with a hard fought case before the Railroad Commission.

You are probably correct in your statement that you did not gather from me when in San Francisco the impression that a serious question is involved, at least that is my own belief because I am of the opinion, as stated in my letter to Mr. Lippincott, that the construction of Pamo Dam is economically impracticable. I think my letter to Mr. Lippincott is a complete statement of my views and I am enclosing a copy of it herewith for your information.

Water Supply Paper No. 446 has been published since my report was written, but I do not find in it any reasons for changing my statements, in fact I think they are fairly borne out by Mr. Lee's paper (W.S.P. 446). In your letter you are inclined to confuse the possible safe yield of the San Pasqual gravels if utilized as an underground storage reservoir with the losses now occurring in the San Pasqual Valley and Bernardo gravels - they are different quantities. I do not find any statement in my report which justifies your statement that I have assumed a loss in transit above San Pasqual Valley of 40% or 50% or of any amount, or that I assumed the water passing down the stream bed. What I did assume was an annual combined storage and evaporation loss of 50,000 acre feet per annum - which is predicated



2/16/20

upon a very moderate storage at Pamo site. As stated in my report, evaporation from the Bernardo gravels which is included in my estimate is partially eliminated by the construction of Lake Hodges. If riparian rights in San Pasqual Valley are acquired and irrigation, as now practiced, ceases, a further reduction of losses will be effected. Do not reach the conclusion, however, that acquiring these river bottom lands will eliminate all losses. Some losses will occur regardless of ownership, but a different handling of these lands will improve conditions. Thus it is possible that my allowance for losses is somewhat generous if conditions in the future are considerably changed.

Very sincerely,

*W. A. Huber*

WLH/RH

19 February 1920

Mr. W. A. Huber,  
First National Bank Bldg.,  
San Francisco.

My dear Huber:

Thanks for your letter of the 16th, and the information therein contained. I hope to see you in a few days.

Regarding the 40 or 50 percent loss in transit above San Pasqual Valley, that is my estimate, and not yours, and I have never made any statement that it was your estimate. It is my private opinion, just the same, and a large amount of that loss could be saved by letting no water out of Pamo dam, but making up any deficit thru the pipe line or conduit where needed.

With kind personal regards, I am

Yours very truly,

EF:KIM

Not reviewed  
after dictation

280-28



CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

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Night Letter	N L

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A 222GS 36

A SAN FRANCISCO CALIF 950A 19

ED FLETCHER

108

920 EIGHTH ST SANDIEGO CALIF

HAVE APPLICATION AND MAP FOR FILING SIGNED BY YOURSELF YOU WERE TO INSTRUCT ME WHETHER FILE SIMPLY IN YOUR NAME OR ADD BELOW IT TRUSTEE FOR DISTRICT WIRE INSTRUCTIONS AND IF FOR DISTRICT GIVE CORRECT NAME

W L HUBER. ✓

Form Tel. 5E

## FEDERAL TELEGRAPH COMPANY



## TELEGRAM

R. P. SCHWERIN, Pres.

RECEIVER'S NO.	TIME FILED	CHECK	INDICATE BY	X	RATE DESIRED
Send the following message, subject to the terms and conditions printed on the back hereof, which are hereby agreed to.					
San Diego, California, December 19, 1921					X
					DAY MESSAGE
					DAY LETTER
					NIGHT MESSAGE
					NIGHT LETTER

W. L. Huber  
First National Bank Bldg.,  
San Francisco

Did I leave with you original application to the state water commission also map covering water filings in Mission Gorge. If so file with state water commission today Wire answer in any event

ED FLETCHER

Chg Fletcher

WALTER LEROY HUBER  
MEM. AM. SOC. C. E.  
CIVIL ENGINEER

FIRST NATIONAL BANK BUILDING  
SAN FRANCISCO, CALIFORNIA

Dec. 20, 1921.

Mr. Ed. Fletcher,  
920 Eighth Street,  
San Diego, Calif.

Dear Mr. Fletcher:

I note the following applications included in the list just issued by the State Water Commission:

Application No. 2618 (San Diego Co.) Ed. Fletcher and Wm. G. Henshaw, surviving partners of co-partnership formerly composed of Jas. A. Murray, Ed. Fletcher and Wm. G. Henshaw, and doing business under the firm name of Cuyamaca Water Company, San Diego, Calif., for all the flood waters of the San Diego River and all surface and subterranean waters of said river not otherwise appropriated to the extent of 100,000 miners inches, for irrigation of 25,000 acres and domestic supply. Estimated cost \$518,000. Diversion by means of pipe line 34 miles long.

Application 12-2641 (San Diego Co.) Ed. Fletcher and Wm. G. Henshaw, as surviving partners of a co-partnership composed of Jas. A. Murray, Ed. Fletcher and Wm. G. Henshaw, and doing business under the firm name of Cuyamaca Water Co., San Diego, Calif., for all the surface flow of the San Diego River and all surface and subterranean water of said river not otherwise appropriated to the extent of 1000 miners inches for domestic use and irrigation of 25,000 acres of land. Diversion by means of flume 34 miles long.

Very sincerely,

W. L. Huber

WLH:RH



12/20/19

Dec. 20, 1919.

Mr. Ed. Fletcher,  
920 Eighth Street,  
San Diego, Calif.

Dear Colonel:

Up to your old trick playing one engineer against another! Referring to your letter of December 14th enclosing copy of Mr. King's letter of December 13th and asking what criticism I have to offer, I will say that Mr. King is your engineer and, so long as he is, you should loyally follow him and not bring up possible controversies. You asked me for a snap answer by wire of what capacity I figured for Del Mar line and how much larger, if any, I would make it to carry two million gallons daily for ten years. I answered that I had figured a sixteen inch line tapering to twelve inches and that if the contract for ten years is made with the City, you should not reduce this line below twenty inches. My answer was derived thus: Please remember that my estimates were made two years ago and from preliminary profiles, which were the best Mr. Case then had. The one which I used, and which is the only one now available to me, is one in which the hydraulic gradient is limited by a slope of 0.9 feet per thousand. Perhaps Mr. King has now a later profile which has a greater slope and if so our answers are not comparable. With this slope and proper allowance for friction a 20 inch line will carry 4.1 second feet. Two million gallons per day is equivalent to a uniform flow of 3.1 second feet, leaving a surplus of 1.0 second foot for use in and about Del Mar. My original estimate contemplated a delivery of two second feet in and about Del Mar, all from gravity, with the old pump

for an auxiliary during such time as it can be maintained with reasonable expenditure. However, in advising you to use a twenty inch line for a connection to the City for ten years, I assumed that a delivery of one second foot with insurance through some pumping would meet the requirements of the Del Mar end of the District for the next ten years - remember it will be more than the present town of Del Mar and will include agricultural development.

The selection of a pipe to carry a certain flow with a given hydraulic gradient is a simple matter upon which Mr. King and I could not be far apart. As to policy - I am opposed to the installation of a line with less than 4.1 second feet and if you are proposing one, I wish to know it in order to discuss it with State Engineer McClure - it will be the subject of objection from him I can assure you. If a survey has been run which gives a hydraulic gradient which will cause an 18 inch pipe to deliver 4.1 second feet or more, I would be satisfied with a pipe of that size. If you wish to have me go into this matter further please send me an up to date profile of the location of the proposed line.

I am returning Mr. King's letter herewith to your files.

Very sincerely,

*W. L. Huber*

WLH/RH

CC Mr. King.



December 24, 1919.

Mr. W. L. Huber,  
First National Bank Bldg.,  
San Francisco, California.

Dear Sir:--

The copy of the letter you sent to Colonel Fletcher after he had forwarded my letter to you, received.

I feel that you are doing Colonel Fletcher an injustice in your own mind in this connection and I know that he feels considerably hurt. As I see it, the idea in his mind was simply to have you check my statement that the 18-inch wood-stave pipe line would carry sufficient water to supply the city and also Del Mar and I was quite sure that he would forward you my letter when I handed it to him -- in fact, he had stated that he would do so.

The point of the whole thing is simply this: Colonel Fletcher wishes to get the O.K. of the State Engineer's office on the construction of the 18-inch line and, as there is an emergency existing in the city at the present time in the water situation, he is endeavoring to facilitate matters in every possible way.

The situation regarding Del Mar and the city, as I see it, is about as follows:

The wood-stave pipe line will take out of the San Dieguito main at an elevation of 201 feet. The city's booster pump will be located at an elevation of 144 feet. The length of the line is 30,000 feet. This, you will see, will give a discharge of just about  $3\frac{1}{2}$  million gallons per day. The city may possibly take as much as 3 million gallons per day at certain times, but I understand their pumping plant will consist of two centrifugal pumps, each with a capacity of  $1\frac{1}{2}$  million gallons and I question whether they can speed up to 3 million gallons per day. Even if they should be capable of doing so, this would leave us half a million gallons per day margin for the use of Del Mar. In addition to this, Del Mar is supplied by the present pipe line of the South Coast Land Company, which is now taking care of all the needs of Del Mar.

The contract with the city provides for a minimum of one million gallons per day, a maximum of three million gallons per day at certain periods, and after the first year, the average must be

W.L.H. - No. 2.

two million gallons per day. The city will certainly not be able nor will they desire to take the full three million gallons at all times; as a matter of fact, the average delivery will certainly not exceed two million gallons a day by any appreciable quantity. This contract covers a period of ten years and even altho at all times there will only be a margin of 500,000 gallons per day, the average margin throughout the year will be more like one and a half million gallons per day. Added to this, we have the additional supply which can be delivered through the present South Coast pipe line and it seems to me that it will amply take care of the probable needs of Del Mar for the next ten years and probably beyond that period.

There should be no room for controversy about the 18-inch line for, as you suggest, we can not materially differ as to the quantity of water it would carry. The only question on which a difference might arise is the matter of judgment as to the possible development of the country around Del Mar within the next ten years. I have talked this matter over with Colonel Fletcher who, I think, is more competent to judge the possible development than any other man and upon whose idea in this matter I based my judgment as to the quantity of water necessary.

Yours truly,

THK:K



December 24, 1919.

Mr. W. L. Huber,  
First National Bank Bldg.,  
San Francisco, California.

Dear Sir:--

The copy of the letter you sent to Colonel Fletcher after he had forwarded my letter to you, received.

I feel that you are doing Colonel Fletcher an injustice in your own mind in this connection and I know that he feels considerably hurt. As I see it, the idea in his mind was simply to have you check my statement that the 18-inch wood-stave pipe line would carry sufficient water to supply the city and also Del Mar and I was quite sure that he would forward you my letter when I handed it to him -- in fact, he had stated that he would do so.

The point of the whole thing is simply this: Colonel Fletcher wishes to get the O.K. of the State Engineer's office on the construction of the 18-inch line and, as there is an emergency existing in the city at the present time in the water situation, he is endeavoring to facilitate matters in every possible way.

The situation regarding Del Mar and the city, as I see it, is about as follows:

The wood-stave pipe line will take out of the San Diego main at an elevation of 201 feet. The city's booster pump will be located at an elevation of 144 feet. The length of the line is 50,000 feet. This, you will see, will give a discharge of just about  $3\frac{1}{2}$  million gallons per day. The city may possibly take as much as 3 million gallons per day at certain times, but I understand their pumping plant will consist of two centrifugal pumps, each with a capacity of  $1\frac{1}{2}$  million gallons and I question whether they can speed up to 3 million gallons per day. Even if they should be capable of doing so, this would leave us half a million gallons per day margin for the use of Del Mar. In addition to this, Del Mar is supplied by the present pipe line of the South Coast Land Company, which is now taking care of all the needs of Del Mar.

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W.L.H. - No. 2.

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Yours truly,

W.L.H.



WALTER LEROY HUBER  
MEM. AM. SOC. C. E.  
CIVIL ENGINEER

FIRST NATIONAL BANK BUILDING  
SAN FRANCISCO, CALIFORNIA

December 26, 1919.

Mr. Thomas H. King  
924-8th Street  
San Diego, Calif.

Dear Mr. King:

I am indeed sorry if Colonel Fletcher is hurt at my letter of the 20th inst. and, if so, I am sure he misunderstands the spirit in which it was written. As stated in my letter to Colonel Fletcher, you will appreciate that, when he asked me by wire for a snap answer, I did not have up-to-date information upon which to base it but used such information as was available. As stated in my letter of December 20 to him, I am opposed to the installation of a line with less than 4-1/10 second feet capacity but, if the conditions which you can obtain for this line are as you describe them in your letter of the 24th inst., the 18" line will have a capacity of 4-1/2 second feet and will, therefore, not be one to which I shall make any objection, and one which I think will be entirely satisfactory to Mr. McClure.

If this does not entirely clear up the matter and you desire any further check on it from me, please send me a profile of the proposed location.

Very sincerely,

W. L. Huber

WALTER LEROY HUBER  
MEM. AM. SOC. C. E.  
CIVIL ENGINEER

FIRST NATIONAL BANK BUILDING  
SAN FRANCISCO, CALIFORNIA

Jan. 3, 1920.

Mr. Thomas H. King,  
924 Eighth Street,  
San Diego, Calif.

Dear Mr. King:

The conditions which you propose in your letter of December 31st seem to insure an ample delivery through the 18 inch pipe line, if there are not limiting conditions in the line.

My reasons for asking a one second foot surplus for the Del Mar region are these: A growth to need this supply, or more, in ten years is not improbable and it is not fair to the land owners of this section to ask them to bond their lands and then ask them to depend wholly upon the present small pumping system for a supply. While the present system should be continued for a time as an insurance, it should not be counted upon as the actual water supply. Putting yourself in the place of the property owner under the present service; you would not be desirous of bonding your land, taking over the present system and operating it at a cost exceeding the rates you now pay (when you had already purchased a lot with a guarantee of water and with no thought of constructing your own system) and then, after bonding your property, have the new work devoted entirely to supplying other territory. By the end of ten years I hope to see this region ready to demand the other second foot, making its supply of two second feet.

I shall be glad to have a copy of the profile when you get it.

Very sincerely,

W. L. Huber



WALTER LEROY HUBER  
MEM. AM. SOC. C. E.  
CIVIL ENGINEER

FIRST NATIONAL BANK BUILDING  
SAN FRANCISCO, CALIFORNIA

Jan. 4, 1922.

Mr. Ed. Fletcher,  
920 Eighth Street,  
San Diego, Calif.

Dear Mr. Fletcher:

I am enclosing a statement of expenses incurred during December in connection with Application No. 2695. I have made this to you personally, not knowing how you wish to handle it.

Very truly,

*W. L. Huber*

WLH:RH

217  
WALTER LEROY HUBER  
MEM. AM. SOC. C. E.  
CIVIL ENGINEER

FIRST NATIONAL BANK BUILDING  
SAN FRANCISCO, CALIFORNIA

Jan. 10, 1920.

Mr. Thos. H. King,  
c/o San Dieguito Mutual Water Co.,  
924 Eighth Street,  
San Diego, California.

Dear Mr. King:

In accordance with Colonel Fletcher's request and in order that you may have a full understanding of all developments, I am enclosing herewith a copy of Mr. Lippincott's letter of December 17th to me and of my reply of December 24th. After you have read them, I would be glad if you would return them to me for my files.

Very sincerely,

*W. L. Huber*

WLH/RH



HUBER

Letterhead of

J. B. LIPPINCOTT  
1104 Central Building  
Los Angeles, California.

December 19, 1919.

Mr. W. L. Huber,  
First National Bank Building,  
San Francisco, Cal.

My dear Sir:

Mr Ed Fletcher of the Cardiff Irrigation District called up my office yesterday about the question of water rights of the district. I was out and did not talk with him but Mr W. S. Post did so. Mr Fletcher stated that he intended writing to you with reference to this subject and finding out as he expressed it, "if anything was the matter with the water rights of the Cardiff District." I did not discuss the question with him because I rather thought it was a closed issue unless I was employed on the matter again.

I would very much like to see this district go ahead and I believe the water supply for the Hodges Dam in its present state is sufficient justification for the attempt, although the amount of water to be supplied is small and the cost very great. My position in the matter is this, that if the Volcan Land and Water Company sell the Cardiff Irrigation District a water right for \$1000 a miner's inch, as is proposed, that right as far as the Volcan people are concerned should be a prior right to the river. I feel that the Volcan people after selling this right should not subsequently build either the Pamo or the Sutherland Dam and store water at either of these sites in such a way as to interfere with the filling of Lake Hodges for which they already have sold the water right. If after Lake Hodges has been satisfied, or properly protected, there is a surplus available for storage in upper sites, it is of course highly desirable that this storage should be accomplished.

I checked your hydrography and agreed with it. I hope that Mr Fletcher or others of the Cardiff District write you on this subject that you will sustain the position that I have outlined above as necessary for the protection of the people of the district and of the bond holders. I understand this is the assumption on which your hydrography is based.

On the other hand, from conversations I have had with Mr Hodges, Mr Henshaw and Mr Fletcher, I am satisfied that there is no contract or agreement to this effect. I rather think that Mr Fletcher takes the ground that as a matter of law the Hodges Reservoir could insist on this priority of right but if the Volcan people or the San Dieguito Mutual Water Company propose selling a water right for, as I remember it, \$700,000, I take the position that there should be a definite conveyance of that right including any riparian rights that any of these people may own on the stream above Lake Hodges sufficient for its protection.

I have been told that the new directors of the Cardiff Irrigation District may employ me to write a report on their water rights. If they do, I will expect to follow up along these lines.

I am,  
Very truly yours,  
(signed) J. B. Lippincott.

Dec. 24, 1919.

Mr. J. B. Lippincott,  
1104 Central Building,  
Los Angeles, Cal.

Dear Mr. Lippincott:

I have your letter of December 17th and am glad to have your statement, therein expressed, concerning water rights on San Dieguito River. It is true that if all of the water from that part of the watershed above Pamo Damsite is conserved the supply for Lake Hodges reservoir will at times be pinched. I believe that Mr Henshaw or the Volcan Water Company has reserved the right to do this if he or it so chooses, but from the physical standpoint, I do not consider this possible. I attach but little value to the Pamo site. While it might be physically possible to build a large dam at this site - almost nothing is impossible to modern engineering where funds are unlimited - yet such construction would, from the standpoint of economics, be sheer madness. When I made my report to the State Engineer to determine whether the project should be approved, this situation confronted us - a legal reservation existed, but one which, when considering physical and economical conditions, we did not believe possible of consummation. The subject was discussed at some length with Mr McClure, State Engineer, before proceeding, and finally it was decided to take into account physical conditions - my report, which makes a certain allowance for conservation and use in this upper watershed and utilization of the remainder, is the result. We felt that if every possible claim, including those economically impracticable, had been given full consideration, there would today be very little development of Southern California streams.

These upper claims on San Dieguito River are a cloud and if you can secure a release of them your efforts certainly will meet with my approval. One of the difficulties is that San Dieguito Mutual Water Company can convey to Cardiff Irrigation District only what it owns and it has proceeded with its entire development under these conditions. It would be necessary, therefore, for Cardiff Irrigation District to deal with Volcan Water Company. While my water right values



12/24/19

are not computed on the miners inch basis, you will find that they amount to considerably less than the figure of \$1,000 per miner's inch mentioned in your letter.

I believe there is some chance of my position in relation to Cardiff Irrigation District being misunderstood and I would thank you for correcting any misinformation on this score. I have acted first, last and at all times for the State Department of Engineering and under general instructions from Mr. W. F. McClure, State Engineer. By mutual consent of all parties, I went on the ground in behalf of the Department and made a report upon a District whose requirements would not exceed the available water supply and which, on the other hand, would probably include sufficient value to afford security for the necessary bond issue - this latter feature to be subject, of course, to final review and approval by the state Superintendent of Banks. It was necessary to throw out some lands in order to keep the area within the capacity of the water supply. In considering these conditions, I did not go into considerations of ownerships, made no effort to learn the various ownerships, and aside from taking the general area submitted to me as being one the majority of whose owners were said to favor a district, considered only the formation of a District of proper size to be served by the available water supply and one whose lands were best suited for irrigation. I appreciated that modifications of boundaries to suit the wishes of certain land owners might later be made and I now understand that this procedure is being followed. Having this much accomplished, the Directors of the District wished to submit the matter formally to the State Engineer for his approval, and following the statute, must, in order to do this, submit a report of their engineer. Realizing the depleted finances of the District at that particular time, Mr. McClure consented to their formally appointing me engineer of the District in order that I might submit to him a report in behalf of the District, which report was simply a brief synopsis of the more elaborate report which I had already made directly to him. This act of accommodation, made without personal profit to me, has led some par-

12/24/19

ties to contend that I am a proponent of the District - as you will appreciate, I have no personal interest other than one of seeing the development of a section of the State which I believe warrants such development.

Very sincerely,

W. L. Huber

WLH/RH  
CC Mr. McClure



3 February 1920

Mr. W. L. Huber,  
First National Bank Bldg.,  
San Francisco.

My dear Mr. Huber:

Enclosed find copy of letter from Mr. Hodges to Mr. Henshaw.

My understanding is as follows: Pamo cannot be built, and all the water conserved without acquiring the riparian rights between Pamo and Lake Hodges. When these rights are acquired, either by purchase of the lands, or by gaining the consent of the riparian owners to build Pamo dam for a consideration, then Pamo can be built, and not before, and until it is built, of course, there is a large surplus of water.

On Page 154 of the U. S. Geologic Survey report of Water Supply, Paper No. 446, just issued by the Government, you will find the following in reference to San Pasqual valley: That there is a total of 1880 acres, and of that 1880 acres there are only 1320 acres affected area of the valley: That the total amount of water available in the sands of the San Pasqual valley, assuming that the average depth of the water table is 40 feet, is 4400 acre feet to surcharge the entire valley, as against 6,000 acre feet mentioned by you and Mr. Lippincott, and both you and Lippincott are assuming that the water must be let out of the dam and run for eight or ten miles down the river channel, with a 40 or 50% loss in transit, before it reaches the San Pasqual valley, while, as a matter of fact, common sense and business judgment would dictate that if the balance of the riparian rights in the San Pasqual valley were not purchased, then this compromise would be made, and that is - to furnish to the riparian owner in San Pasqual valley direct from the conduit built from Pamo; that is, to furnish water to the riparian owner out of the flume or pipe for the reason that the pipe line, owing to physical conditions must go right down the San Pasqual Valley, and is easily accessible to all riparian owners below. Therefore, if worse comes to worse, in order to deliver each year the total amount of water which those San Pasqual gravels can hold, you would only have to deliver 2200 acre feet, right out of the conduit, for you will be



saving 40 or 50% on the transportation and evaporation losses. Then deducting from that the riparian rights which have already been acquired, the Bernardo, the Roberts, Rice and Ward places, consisting of something like four or five miles of riparian rights, would cut the 2200 acre feet almost in two, leaving not to exceed 1,000 or 1500 acre feet as the maximum to be delivered to pay all penalties.

In my talk with you in San Francisco the last time I was there, I did not gather from your talk that there was any serious question involved whatever. I would be pleased to hear from you on this subject.

Yours very truly,

EF:KLM



February 19, 1920

Mr. Robert P. Ingles,  
Chicago, Ill.

Dear Sir:-

As per your request, enclosed find map of the Warners Ranch, showing the reservoir lands which could not be included in the sale.

Mr. Thos. P. Ellis, our former engineer, and now engineer for the Emergency Fleet Corporation, made a survey of Warner's Ranch some time ago and reported as follows:

Total area of Ranch	44,091
" " " Reservoir, approximately	6,000

with odds and ends of land along the banks of the proposed lake which you would undoubtedly would not want, making a total of 7,600 acres that would probably have to be reserved by the Water Company. Add to this the Springs and 2,500 acres around the Springs which would be reserved, of approximately 9,100 acres, leaving approximately 34,000 acres of land for sale.

Mr. Ellis also made a survey of the entire ranch and in his report determined that out of the 34,409 acres there were 8,559 acres that were non-tillable. This included rocky hill-side land and river valleys that are sandy and not practicable to plow. About 2,000 acres of the 8,559 are considered rough land that could not be plowed, around the Springs, with probably 1,000 acres more of sandy river bottom land within the reservoir site, so that I should say that out of the 34,000 acres, roughly 5,000 or 5,500 acres would be non-tillable. It is, however, land that makes good pasture particularly in the Spring and Fall months.

There are five or six perpetual lakes on the Ranch included in the 34,000 acres, with a flooded area of about 87 acres. And on investigation you will find many thousand acres out of the 34,000 are sub-irrigated.



Mr. Henshaw is sick and I cannot reach him, but feel that I am safe in saying that there are 32,000 to 34,000 acres of land in the Ranch exclusive of the reservoir lands and the Springs, and 2500 acres of land around the Springs, which Mr. Henshaw would sell on time payments at a price somewhere between \$30 and \$35 per acre, with a liberal discount for cash. He has always asked \$40 per acre, but just now, with his large water developments in San Diego County, he might be interested in a lower price particularly for cash.

There is a mortgage of \$300,000 on the Ranch which can stand for any length of time. Interest on deferred payments would be 6%.

I do not believe any of your parties would want the Springs, because that would not be a cattle proposition, and there are only a few hundred acres around the Springs which we have put into orchard and vineyard, and the balance is reserved as a resort around the Springs, and is more or less rough and broken, covered with brush and very little feed.

I am sure Mr. Henshaw would be satisfied with a payment of \$50,000 more within three or four months, and the balance of the payments spread over a period of years.

Mr. Henshaw owns all the lands within the Valley, and the hillsides are owned by the United States Government Forestry Reserve and you will have no trouble in making arrangements to pasture many thousands of acres of land in addition to the Ranch itself.

The present lease is for two years but it can be cancelled if notice is given by the first of April, and possession can be had October first, 1920. The present rental for pasturage purposes is \$30,000 a year, and in addition to that we are making \$7,000 or \$8,000 on the Springs and we reserve the right to farm 5000 acres of land. We have 500 or 600 acres in grain, and just lately have put 100 acres into alfalfa and should have at least 600 or 800 acres in alfalfa, as there are sixteen streams that run the year around from the mountains in and through the property.

There are 205 square miles of water-shed which drain wholly into Warner's Ranch. The average rainfall in the mountains being 50 inches.

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I am sure Mr. Henshaw would be satisfied with a payment of \$50,000 down as an option, and say \$150,000 to \$200,000 more within three or four months, and the balance of the payments spread over a period of years.

Mr. Henshaw owns all the lands within the Valley, and the hillsides are owned by the United States Government Forestry Reserve and you will have no trouble in making arrangements to pasture many thousands of acres of land in addition to the Ranch itself.

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Page Three

and the minimum 22 inches annually. The elevation is approximately 2600 to 3200 feet above sea level. The mesa lands are ideal for deciduous fruits. We have had wonderful success in raising Bartlett pears, apples, and particularly, late grapes for cold storage purposes. I am simply mentioning this to you to inform you that the mesa lands where the feed is lightest, is, in my opinion more valuable for agricultural purposes, five times over, than as a cattle proposition. Therefore the Ranch has a potential value which should be taken into consideration in determining its value.

I am a member of the County Highway Commission, and funds are available, and we are now building a paved highway from San Diego to within six or seven miles of the Ranch line. The County is also building a road down the San Felipe Canyon to Imperial Valley through Warners Ranch, and in the next bond issue this will undoubtedly be paved so that there is reasonable assurance that within the next three or four years there will be a great highway from San Diego to Santa Ysabel, via Warners Ranch, down the San Felipe to connect with the paved highway from Imperial Valley to Los Angeles via Mecca and San Bernardino. It is about 70 miles to Brawley, Imperial Valley, and 60 miles to San Diego from Warners Ranch.

This is the best cattle Ranch in Southern California. It is wholly undeveloped. There are many thousands of acres of marsh land, and there is unquestionably artesian water over nearly the whole ranch, and innumerable springs. It is surrounded by mountains 6000 or 7000 feet in height. I cannot speak too highly of this property. It is an empire in itself and has a wonderful future.

Yours very truly,

EF/bm

May 11th, 1920

Mr. W. L. Huber,  
First National Bank Bldg.,  
San Francisco.

My dear Huber:

The State Water Commission including Lee, Johnston and Mason have been in Escondido in the matter of seeing what can be done to increase the supply of water for Escondido and that section. They have been banqueted and given a good time.

How close are you to Lee? He used to work for us several years ago and is a friend of mine. I wish you would go and have a talk with him. Find out why they went to Escondido, what the plan is, if you can, and offer him the report of the State Engineer which you wrote, in relation to the San Luis Rey Irrigation District if you think it advisable.

I am still in bed and will probably be here for two or three weeks yet, but am getting along all right.

Yours very truly,

EF/bm



July  
30th  
1920

Mr. W. L. Huber,  
1304 First National Bank Bldg.,  
San Francisco, California.

My dear Huber:

REGARDING APPROPRIATION OF WATER FROM  
SANTA YSABEL RIVER and BLACK CANYON CREEK

I acknowledge receipt of letter from Charles H. Lee of the State Water Commission under date of June 23, 1920, and contents noted. In answer will you please inform Mr. Lee that the Reclamation Service have only within the last thirty days finished their studies and approved the net safe yield of the Santa Ysabel and San Luis Rey, and San Diego rivers.

I expect Mr. Davis of the Reclamation Service here in a few days, and hope to take up with him the question of the Reclamation Service becoming interested in our project in the near future.

In the meantime, a water district is in the process of formation here, and it is our hope that our properties will be transferred to the district, or the Reclamation Service, or thru a joint arrangement of some kind, at an agreed valuation, or at a valuation put on our properties by the state authorities.

Would you kindly request the State Water Commission to let this matter stand in abeyance for a reasonable length of time, until it can be worked out. As you know, the war and financial conditions over which we had no control, have made it impossible so far to complete our project. Mr. Henshaw has between \$3,000,000 and \$4,000,000 invested, has acquired practically all riparian rights on the San Luis Rey River, has interested capital and constructed Lake Hedges dam, and is putting between 12,000 and 15,000 acres under irrigation, and will be able, eventually, to either develop the project himself or thru a water district or the Reclamation Service, and I believe Mr. Henshaw is entitled to every consideration under the circumstances.

Before taking any adverse action, I hope that Mr. Lee will, or the Water Commission, will make a personal investigation on the ground.

Yours very truly,

EF:KIM  
cc-J.T.  
G.H.

WALTER LEROY HUBER  
CIVIL ENGINEER

Mar. 11, 1921.

Mr. W. F. McClure, State Engineer,  
Forum Building,  
Sacramento, California.

Dear Mr. McClure:

I am in receipt by reference from your office of a copy of the report of H. W. Furlong to Mr. Chas. F. Stern, Superintendent of Banks, relating to Cardiff Irrigation District and bearing date January 20, 1921. I certainly cannot agree with Mr. Furlong in his opinion that the requirements of the District will have to be in excess of 1.5 acre feet and in all probability will be almost 2.0 acre feet to obtain maximum results. A duty of 2.0 acre feet per acre is enough to produce alfalfa in the San Joaquin Valley under many conditions, and certainly a careful study of the area to be included in Cardiff Irrigation District shows very different conditions. I am not quite certain whether Mr. Furlong intends this as the absolute net duty of water. If not, his figures, of course, are not intended to be comparable to the duty of 0.8 of an acre foot which I used, because in my report this figure was applied after losses in transmission, etc., had been allowed for and was applied only to the actual net area to be irrigated in any one year. Mr. Lippincott disagreed with my findings and recommended a duty of 1.0 acre foot, although I believe he found a somewhat smaller net area and still found sufficient water to meet the District's needs except for a possible legal question in the upper watershed. One might so interpret certain data from other irrigated areas in San Diego County as to



3/11/21

require 1.0 acre foot, but after reviewing, I think, all available data on duty of water for irrigated areas around San Diego County, I find no support for the application of 1.6 to 2.0 acre feet to the Cardiff area. If the District must be planned for 2.0 acre feet per acre (I personally do not think this requirement necessary), then the proposed project is economically unfeasible because the area must be greatly reduced in order to be served from the available water supply, and such reduction will raise the unit bonded indebtedness to such a point that the Irrigation Bond Commission would not be justified in validating the bonds. I will not here dwell upon my reasons for fixing the duty of water as fixed in my report because I think many of these reasons are set forth in the report. You have, yourself, given much attention and study to this question on the ground. I think, like all of the rest of us, you entered upon these studies with ideas somewhat influenced by conditions in Central and Northern California, but that as your studies, which have extended over some three years at least, progressed and after you had studied the results obtained in other similar and near by areas, you have yourself been convinced of the possibilities obtained by a very high duty of water in this locality.

Mr. Furlong mentions a pamphlet expressing the views of a minority which is opposed to the formation of the District. I would be glad to have the opportunity, if such pamphlet is available to you, of reading it to learn the views of these opponents.

Very sincerely,

W L Huber

April Twenty-eight 1921

Mr. W. L. Huber,  
First National Bank Bldg.,  
San Francisco, Calif.

My dear Mr. Huber:

Enclosed find letter to the State Water Commission in answer to your telegram of the 28th, and which I wish you would present to the Commission, and hope that same is O. K.

Under separate cover I am sending the State Water Commission one negative and a print of the contour map of Lake Hodges. If you have any suggestions to make on the letter, fire it back, but let's get things in shape before May 9th, when action will be taken so I am informed by Mr. Mason.

Yours very truly,

EF:KLM



April 28, 1921.

State Water Commission,  
74 New Montgomery Bldg.,  
San Francisco, Calif.

Gentlemen:

In answer to your inquiry as to estimated expenditures, during each six months' period, since appropriation of the Lake Hodges water was made, will say that Wm. C. Henshaw, for whom the original filing was made, spent approximately \$25,000 during each six months' period, for lands, water rights, surveys, core drillings, etc. in connection with the project, and since the San Dieguito Mutual Water Company was formed, the said San Dieguito Mutual Water Company spent at least \$50,000 during each six months' period, during course of construction.

The cost of the present water system to the San Dieguito Mutual Water Company, and its distributing lines, including lands within the reservoir site and water rights, is approximately \$1,500,000.00.

Very truly yours,

SAN DIEGUITO MUTUAL WATER COMPANY

By ED FLETCHER  
President

EP:KLM

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

# WESTERN UNION TELEGRAM

NEWCOMB CARLTON, PRESIDENT. GEORGE W. E. ATKINS, FIRST VICE-PRESIDENT

CLASS OF SERVICE	SYMBOL
Telegram	
Day Letter	Blue
Night Message	Nite
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a telegram. Otherwise its character is indicated by the symbol appearing after the check.

RECEIVED AT 936 5th ST., SAN DIEGO, CALIF.

1921 APR 28 PM 3 00

A514GS 36 BLUE

A SAN FRANCISCO CALIF 2P 28

ED FLETCHER

366 920 EIGHTH ST SANDIEGO CALIF.

SEND NEGATIVE AND ONE PRINT OF CONTOUR MAP HODGES RESERVOIR  
FOR FILING WITH WATER COMMISSION ALSO TABULATION ESTIMATED  
EXPENDITURES DURING EACH SIX MONTHS PERIOD SINCE APPROPRIATION MADE  
INCLUDE ANY MONEY EXPENDED FOR LANDS OR WATER RIGHTS

W L HUBER.



April 29, 1921.

Mr. W. L. Huber,  
First National Bank Bldg.,  
San Francisco, Calif.

My dear Mr. Huber:

Inclosed herewith you will find carbon  
copy of letter to State Water Commission which is explana-  
tory.

I am also sending you, under separate  
cover, a print of the contour map of Lake Hodges Reservoir.

Yours very truly,

T. H. King.

THK:ME

WALTER LEROY HUBER

MEM. AM. SOC. C. E.

CIVIL ENGINEER

FIRST NATIONAL BANK BUILDING  
SAN FRANCISCO, CALIFORNIA

May 5, 1921.

Mr. E. Fletcher,  
920 Eighth Street,  
San Diego, Calif.

Dear Mr. Fletcher:

I have succeeded in satisfying the engineers of the  
State Water Commission in the matter of the form of your applica-  
tion to have a time fixed for completion of utilization of waters  
from Hodges Dam in accordance with Section 12 of the State Water  
Commission Act. This has necessitated two or three conferences  
with the office engineer, Mr. Hyatt. I also had to make out form  
No. 15, copies of which I am enclosing herewith for your files.

The original notice was for all of the waters flowing or  
hereafter to flow in the San Dieguito River. The Commission cannot  
handle applications in this form, but must have them for a definite  
amount. Accordingly, you will notice that I have filled out answer  
No. 12 of Form 15 for 37,700 acre feet per annum when available. I  
think you will agree that to fill the reservoir once each season  
when possible is all that can be desired.

The answer to Section 15 is the estimated cost of proposed  
and completed hydraulic works exclusive of expenditures for lands.  
Expenditures for lands, however, are properly included in your letter,  
which is made the answer to No. 21. If you do not agree with any of  
the answers which I have made, please advise me immediately.

Very sincerely,

W. L. Huber

WLL:RH



4715

Form #15

Application for Certificate fixing time of completion of appropriation of water initiated prior to December 19, 1914, under Sec. 1415 of Civil Code.

-----

San Dieguito Mutual Water Company of San Diego, County of San Diego, State of California, does hereby make application, under the terms of Section 12 of the Water Commission Act (Stat. 1913, Chap. 586), for a certificate prescribing the time within which the full amount of water appropriated by me, by notice as provided in Section 1415 of the Civil Code, shall be applied to a useful or beneficial purpose.

I have attached hereto a certified copy of said notice of appropriation and affidavits showing that the work specified in Section 1415 of the Civil Code was commenced within sixty days of posting of said notice.

1. The source of the appropriation is San Dieguito River located in San Diego County, tributary of Pacific Ocean.

2. The amount of water which the applicant intends to apply to beneficial use is 37,700 acre feet per annum, when available (the capacity of existing Hodges Reservoir).

3. The use to which the water is to be applied is irrigation.

4. The point of diversion is located N. 28° 57' E. 3631.94 feet from S.W. cor. Sec. 18, T. 13 S., R. 2 W., S.B.M. (center line of outlet pipe from Hodges Dam), N. 24° 50' E. 3969.74 feet from same corner to end of dam.

being within the S.E. 1/4 of the N.W. 1/4 of Sec. 18, Tp. 13 S., R. 2 W., S.B.M., in the county of San Diego.

5. The main conduit is 4.5 miles in length, terminating in the Rancho San Dieguito in what would probably be the S.W. 1/4 of the S.W. 1/4 of Sec. 15, Tp. 13 S., R. 3 W., S.B.M., the location being shown throughout on the accompanying map.

6. The name of the ditch, canal or other works is Carroll Conduit.

DESCRIPTION OF WORKS

DIVERSION WORKS--

7. (a) Height of dam 133 feet; length on top 750 feet; length at bottom 250 feet; material used and character of construction reinforced concrete multiple arched (18,669.5 cu. yds. of concrete)

(b) Description of headgate - outlet pipes through Hodges dam above described.

CANAL SYSTEM--

8. Give dimensions at each point of canal where materially changed in size, stating miles from headgate:

(a) At headgate: Width on top (at water line) 5.25 feet; width on bottom 4.0 feet; depth of water 2.5 feet; grade 0.45 feet fall per one thousand feet.



(b) Same section throughout except that 61.1" metal flume section used on certain trestles and 42" concrete pipe in certain syphons.

9. The nature of the works by means of which the power is to be developed - No power to be developed -

10. Total fall to be utilized (no power development)

11. The use to which power is to be applied is (no power development)

12. Total amount of power to be developed (no power development) theoretical horsepower.

13. Such works to be located in (no power development)

14. Is water to be returned to any stream? No.

15. If so name stream and locate point of return \_\_\_\_\_

16. Estimated cost of proposed and completed works \$1,370,000.

17. Construction work will be completed on or before July 1, 1926.

18. The water will be completely applied to the proposed use on or before July 1, 1926.

19. The land to be irrigated has a total area of 18,000 acres, located as shown upon map accompanying application of April 16, 1921.

STATEMENT OF WORK ACCOMPLISHED

20. Actual construction work began in July, 1917, although negotiations for acquisition of lands and riparian rights necessary before beginning construction had been progressing continuously and at great cost for a long period previously.

21. For statement of expenditures to date see letter of San Dieguito Mutual Water Company by Ed Fletcher, its President, attached hereto.



May 7, 1921.

Mr. W. L. Huber,  
First National Bank Bldg.,  
San Francisco, Calif.

My dear Huber:

Enclosed find letter to the State Water  
Commission. Will you please insert this letter  
instead of the other letter that I wrote on  
April 28th, 1921. Kindly return the other letter  
and oblige

Very truly yours,

EF:KLM

WALTER LEROY HUBER

MEM. AM. SOC. C. E.

CIVIL ENGINEER

FIRST NATIONAL BANK BUILDING  
SAN FRANCISCO, CALIFORNIA

May 16, 1921.

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

Dear Mr. Fletcher:

Enclosed find answer to Wiegand protest  
which please sign and mail direct to State Water  
Commission, 74 New Montgomery Street, San Francisco,  
with letter of transmittal similar to the enclosed  
form.

Very sincerely,

W. L. Huber

WLH:RH



WALTER LEROY HUBER  
MEM. AM. SOC. C. E.  
CIVIL ENGINEER

FIRST NATIONAL BANK BUILDING  
SAN FRANCISCO, CALIFORNIA

May 16, 1921.

Mr. Ed Fletcher,  
920 Eighth Street,  
San Diego, Calif.

Dear Mr. Fletcher:

In accordance with your letter of May 7th enclosing new letter of April 28th to the State Water Commission, I substituted this new letter in the Commission's files and am herewith enclosing the letter of same date which you originally supplied and which I withdrew.

Very truly,

W. L. Huber

WLH:RH

WALTER LEROY HUBER  
MEM. AM. SOC. C. E.  
CIVIL ENGINEER

FIRST NATIONAL BANK BUILDING  
SAN FRANCISCO, CALIFORNIA

Washington, D.C.  
Oct. 21 - 1923

Dear Colonel Fletcher,

During the course of a recent meeting of the Board of Direction of the American Society of Civil Engineers I have had several interesting talks with John R. Freeman concerning his work at San Diego. Apparently he thinks very well of my La Mesa Report, in fact, he told me that he is having a photostat copy of it made. I was surprised to learn that he is not yet through with his investigation.

If you have time I should be glad if you would drop me a line (addressed to San Francisco) telling what the present status of the whole matter is. I expect to arrive in San Francisco next Sunday.

Very Sincerely,

Walter L. Huber



October 31, 1923.

Mr. Walter L. Huber,  
First National Bank Bldg.,  
San Francisco, Calif.

My dear Huber:

Glad to hear from you.

Mr. Freeman, from every indication, is going to recommend the building of El Capitan Dam - an earth dam with 2,600,000 cubic yards of earth. The cost will be around five or six million dollars when he gets through.

The Henshaw Dam cost \$2.25 a yard, but if Freeman can build it for \$1.50 at El Capitan, although the material is a half a mile further away than it was, it will cost him about four or five million dollars to build the dam, \$375,000 to the government for flooding the Indian Reservation, about \$750,000 damages to the Cuyamaca Company for cutting off the water for our Monte pumping plants, flooding South Fork and Chocolate siphons, condemning our damsite and a mile of reservoir lands flooded, building new roads for eight miles, and then, as you know, we control over a half of the riparian rights to the ocean. Then I am in Mission Gorge, which is also a part of the Cuyamaca System under an arrangement with Mr. Stern. So you see before I get through with them they will find that it is cheaper to buy the Cuyamaca System.

Freeman may recommend Mission Gorge No. 3, my damsite. We offered last spring to sell the Cuyamaca System for a million and a half, \$50,000 down, and \$100,000 a year, 5% interest, but with the attempted blackmail on the part of the City Council, you can imagine it is not pleasant sailing.

Anything that you can do to help in getting your friend, Freeman, to recommend buying the Cuyamaca System will be appreciated.

The State Railroad Commission have just notified the City of La Mesa that if San Diego buys our system they will thereafter establish rates both inside and outside the city limits over the entire Cuyamaca System.

I hope to be in San Francisco in the near future and see you on one or two matters of common interest.

With kindest personal regards to the crowd,

Very sincerely yours,

EF:AH

WALTER LEROY HUBER

MEM. AM. SOC. C. E.

CIVIL ENGINEER

EDWARD M. KNAPIK  
ASSOC. M. AM. SOC. C. E.

CHOCKER FIRST NATIONAL BANK BUILDING  
SAN FRANCISCO, CALIFORNIA

January 17, 1930.

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

Dear Colonel Fletcher:

You are no doubt familiar with a book entitled "The History of Warner's Ranch and its Environs" by Joseph J. Hill which was privately printed for Mr. Treanor as a memorial to Mr. Henshaw.

One of my friends, Francis P. Farquhar, of San Francisco, is quite a collector of books and a careful student of history. Some time ago he loaned me his copy of this work with the request that I give him merely for his own private use my comments on it. I have finally had a chance to give the book some study and have just dictated the attached memorandum as my feeling concerning it.

I would appreciate your glancing over this memorandum and advising me whether I have included any mis-statements. I think I am correct in my statement at the top of the second page of my memorandum to the effect that the Santa Fe ownership was larger than Mr. Henshaw's in Lake Hodges during the actual period of construction. This situation was, of course, changed a little later but Mr. Hill has covered the later sales of this property.

WLH:ik

Very sincerely,

Walter L. Huber



THE HISTORY OF WARNER'S RANCH AND ITS ENVIRONS

by  
Joseph J. Hill

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I am not offering comments upon the earlier chapters dealing with Spanish history, Indian affairs, etc. My remarks are directed to the material of Chapter XIV. No history of water development in San Diego County, in general, or of the San Luis Rey River in particular is complete without reference to Ed. Fletcher, but no mention of his work is made in this book. It was Colonel Ed. Fletcher who interested Mr. W. G. Henshaw in the project and in its purchase from the Huntington interests. He managed the property for some years for Mr. Henshaw during the time the water development was being planned and promoted. All of the hydrographic data was gathered by engineers working under Colonel Fletcher's direction. He handled the purchase of 98% of the riparian rights along San Luis Rey River from Warner Ranch to the ocean. These purchases are mentioned at page 174 as requiring tact and patience. Although the investment was Mr. Henshaw's he did not appear personally.

It was Colonel Fletcher who brought together the Santa Fe interests and Mr. Henshaw on the Lake Hodges development on San Dieguito River. During the construction of this project Mr. Henshaw held a minority interest and those of us in direct contact with construction work and plans for irrigation development met only Colonel Fletcher

and officials of the Santa Fe Railway.

The prediction at the top of page 181 that the City of San Diego would complete the construction of Sutherland Reservoir by the Spring of 1928 proved too optimistic. No suitable foundation was found and the work was discontinued.

At page 167 the date of water being brought to San Diego from Cuyamaca Lake is given as 1899. The date of construction of Cuyamaca Lake is given by James Dix Schuyler, writing in 1900, as 1886 (Reservoirs for Irrigation Water - Power and Domestic Water Supply - Schuyler - First Edition, page 281). This accords with my own memory of findings while working over the original records for some months in 1918 and 1919 and of conversations with the late J. M. Howells who managed the property during the severe drought of the late 90's. So far as I now remember, water was not actually brought into San Diego from this system until perhaps 1888, or thereabout.

Casual reference is made to other water systems at page 168. The old mission dam should have been included. It was the first masonry dam built in California of which there is any record and was built in 1770 by the Jesuit Mission Fathers. It was built for impounding and diverting water from the San Diego River for irrigation and domestic use at San Diego Mission four miles below.

W. L. HUBER



January Twenty-second,  
1 9 3 0

Mr. Walter L. Huber,  
Crocker First National Bank Bldg.,  
San Francisco, California.

My dear Walter:

I thank you kindly for your letter of the seventeenth.

I have had at least twenty protests in my behalf. I do not care to put in print what I think of Mr. Treanor. I have tried to forget him.

His blunders and errors cost the Henshaw interests a million and a half or two million dollars but after Mr. Henshaw had his first stroke, his son, Griffith, took charge of affairs. With Treanor and Griffith Henshaw close friends and with Treanor knowing all together too much of Henshaw's skeletons in the closet, my advice was not heeded.

Mr. Treanor is a very jealous man. His judgment was so poor in making exchanges of property, where I profitted, by it, although it was his own proposition together with other things where he did me the greatest injustice one man can do another.

The result is that there is an intense feeling of jealousy and hatred toward me.

When he became the general manager of the Henshaw interests from that day on, I was completely ignored however, I will confirm your statement as follows.

I represented the Huntington-Kerckhoff interests who purchased the Warner Ranch before Henshaw had heard of the place. Huntington and Kerckhoff wanted the power to supply their proposed electric railroad to San Diego.

Frank Salmons and I got the franchise thru San Diego to Del Mar. I personally purchased all the interests of the South Coast Land Company along the coast including practically all of South Oceanside, Carlsbad, Leucadia and Del Mar and Huntington had a one-half interest in the project. These lands would all be



# 2 Mr. Walter L. Huber

1-22-50

benefitted by the building of the electric railroad.

I was the first general manager of the South Coast Land Company that acquired all those coast properties and as their representative offered three and a half million to purchase the Santa Margarita Ranch thru which the Electric Railroad had to go. This offer was rejected.

We graded ten or twelve miles of rights of way out of the city and had the rails and ties on the ground to commence construction when Harriman acquired from Hellman and General Sherman the majority of the stock of the Pacific Electric Railroad and forced Huntington to finish the extension to San Diego.

The Southern Pacific was jealous of the other extension thru Southern California and determined to clip Huntington's wings, which they did.

I then took Wm. G. Henshaw to Warners Ranch at the instigation of a friend by the name of H. W. Keller and we sold him the Warners Ranch.

Keller and I were going to represent Henshaw but Keller got into a row with Henshaw and Henshaw refused to do any business with Keller. I then became Henshaw's representative under agreement to get 25% of the net profits on the whole water proposition after Henshaw got back his money and interest.

I managed Warners Ranch property for twelve years, as you know, and was in charge while the hydrographic data was gathered, surveys made, outlet tunnel and cut off wall to the dam itself, also built and in fact, was with the company until Henshaw Dam was completed. A few months before Mr. Henshaw's death and after Henshaw Dam was built I made a satisfactory settlement with Mr. Henshaw re my partnership which paid me several hundred thousand dollars for my equity in the proposition.

Mr. Treanor was fully aware of my equity in the property, having power of attorney for Mr. Henshaw and Mr. Treanor signed the final papers of settlement which papers I have to this day.

Frank Salmons originally assisted me in acquiring some of the riparian rights on the San Luis Rey but I acquired at least 85% of all the rights for 54 miles from Henshaw dam to the ocean. Salmons was only with the Huntington-Kerckhoff crowd a few months but was never interested with Henshaw.

# 3 Mr. Walter L. Huber

1-22-30

I handled all of the final acquisitions of the riparian rights to the ocean.

I have always felt that that was one of the outstanding successes of my career in the water business and general supervision of acquiring all the water rights and in not having a law suit on the river.

I was manager of the Santa Fe Ranch, formerly known as the San Dieguito Ranch for the Santa Fe Railroad for six years in addition to working with Mr. Henshaw.

At my suggestion, I went to Chicago, Mr. Henshaw paid my expenses and I personally got President Ripley to send an engineer out to investigate the Lake Hodges project. The reports were all I had represented.

Mr. Henshaw was sick a-bed at the time that President Ripley came out and made his final decision to finance the building of the lake Hodges dam. I consummated that entire deal and had the pleasure of informing Mr. Henshaw that it was accomplished. Mr. Henshaw gave me \$25,000 on the side for putting over the deal.

Mr. Henshaw and I only owned a one-third of the stock of the San Dieguito Mutual Water Company which built Lake Hodges, the Santa Fe Railroad two-thirds, when the deal was consummated. I was president of the company for seven years, and was its first, last and only president.

The Santa Fe Railroad gives me credit for the whole project as you will see as per copy of letter of July 21st, 1924 signed by W. E. Hodges, Vice President of the Santa Fe, a copy of which is herewith enclosed.

Later on Henshaw got hard up and I sold Henshaw interests in the Lake Hodges project to the Santa Fe Land Improvement Company so Henshaw was out entirely.

Several years later, the Henshaw interests, seeing that they had made a mistake in selling Lake Hodges and retaining Sutherland above on the same water shed purchased the entire system from the Santa Fe Railroad and issued bonds in payment which the Santa Fe took. I had nothing to do with that last transaction but I was largely interested in the San Dieguito Irrigation District when Treanor was manager of the water company and he gave the district a twenty-four hour ultimatum to sign a contract which the district refused to sign.

I fought Treanor on this point, we went into court and forced Treanor and the water company to come across and do the right thing by the district. That was another



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cause of feeling between us. It is all a matter of public record,

Regarding the Sutherland Dam site and reservoir site and the Lake Hodges reservoir site which we acquired under my contract with Mr. Henshaw in 1912 or 1913 will say that Mr. Henshaw was in Europe. I read by the papers, during his absence, that the city was considering acquiring the Lake Hodges dam site known then as the Carol site and that J. B. Lippencott, the engineer, was out looking at it with the city officials.

On my own initiative, I took my engineer, Mr. Post, out there, immediately cross-sectioned the Carol or Lake Hodges dam site, determined the capacity at the different heights and immediately took options on the property and tied it up pending Mr. Henshaw's return.

A Mr. Boothe, who owned the Sutherland dam site about the same time called my attention to it and I did like wise in purchasing, taking options on the Sutherland Dam site.

On Mr. Henshaw's return from Europe I wrote and told him what I had done. He sent down Mr. H. Hawgood who recommended the purchase of Sutherland but not Lake Hodges. Hawgood stated that it was too low and if it was every built it would be the last one. Without looking at the two propositions Henshaw ordered me to buy Sutherland but not Lake Hodges. We had about \$2000 in the Lake Hodges dam or Carol dam site as it was known at that time.

I wired Henshaw asking if he would turn the Lake Hodges options over to me if he got back his money invested and that I thought I could sell to the city. He wired to do nothing, came down, looked the Lake Hodges proposition over and I told him that it would be the first one ever built on the river, convinced him of it and he followed my advice instead of his engineer, Hawgood. All the records in this matter I will be glad to show you any time if you care to see same.

As you know, I also sold half of my interest in the Cuyamaca system to Henshaw so that our interests were identical in all four projects, Warners, Sutherland, Lake Hodges, and Cuyamaca on the San Diego River.

I suggested and Mr. Henshaw approved the purchase of the Linda Vista Irrigation District bonds of \$400,000 with the result that we disbanded the district and

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and acquired in this way, the Pamo dam site as well.

I had charge of all hydrographic matter at Sutherland including all the core drillings, measurings, drillings, etc., for eight or ten years.

The city of San Diego commenced building on the wrong side, I protested, and my protest was over-ruled. A new mayor and council were elected, I made another protest again after the city had spent \$300,000. This time my protest was heeded and an investigation made which resulted in the changing of the location. This is all a matter of record.

The cities money ran out and Sutherland dam is only about half completed today.

I was one of the organizers and directors of the San Diego County Water Company. It is a matter of record that I outlined to Mr. Henshaw the policy of financing the building of the Henshaw dam after taking the matter up with a number of my friends and bond house men. Treanor opposed it and blocked its construction for a long time but finally he had to come to it and my original plan was adopted. This can also be verified at any time.

As you know, I acquired all the lands flooded both for Sutherland and Lake Hodges and the riparian rights from Henshaw dam to the ocean.

I had charge of the organization of both the Santa Fe and San Dieguito Irrigation Districts and the original Vista Irrigation District and Mr. Kerckhoff and I purchased the \$400,000 bonds to make possible the construction of the water system within the boundaries of the San Dieguito Irrigation District.

It was Mr. Henshaw and I who built the pipe line from the Lake Hodges system to La Jolla giving the city three million gallons of water a day and this is a matter of record.

While Mr. Treanor pays no attention to me yet he knows I had an equity in the whole proposition, was the man who dreamed it out and called Mr. Henshaw's attention to the whole project with an interest in the profits and Treanor himself signed the contract that gave me many hundred thousands of dollars for my equity.



# 6 Mr. Walter L. Huber

1-22-30

I appreciate Mr. Henshaw giving me the opportunity. It was his wish to see that I was compensated fairly before his death. He told me so. He knew it would have been Hell for me to have had any settlement with his son Griffith and Treanor after his death and I only have the most kindly feeling for Mr. Henshaw.

I am sure Mr. Henshaw himself would turn over in his grave in protest in my not having been given proper recognition by the privately printed book entitled "The History of Warners Ranch and Its Environs" by Joseph J. Hill.

Anything that Mr. Hill wrote was dictated by Mr. Treanor. I never had the pleasure of meeting or hearing from the gentleman.

Thanking you so much for the interest you have taken in this matter and assuring you that the facts will all be known in a History of the Water Development of San Diego which I am writing. The only difference is that everything that goes into that book is proven by public records and facts - not hear-say.

Sincerely your friend,

EF:AK

February 7, 1941

Mr. Walter Huber,  
1 Montgomery Street  
San Francisco, California.

My dear Walter:

I was glad to say hello to you again and renew acquaintance. We have many happy memories of 15 or 20 years ago.

An enclosing clippings that may be of interest.

As I see the water situation it is this. We need quick action. It will take easily seven to ten years to get any water from the Colorado River and twenty million dollars, at least, to start the work. The operating costs alone, with the job completed, without figuring interest or depreciation on the investment, for the Colorado River water will be 12 to 15 cents a thousand gallons. We have 20 to 25 million gallons daily net safe yield undeveloped within the city's control that can be developed as follows:

By building a constant angle arch dam at Mission Gorge No. 3 we can get 4 to 5 million gallons a day at 7 cents; a gravity arch will cost us 10 cents. Freeman, O'Shaughnessy, King, Earle, Goude and three or four other government engineers said the first dam on the San Diego River should be built at Mission Gorge No. 3. Van Etten says there is ideal bedrock there for either a multiple arch or a constant angle Jorgensen type. We already have the plans for the Jorgensen type.

I am in agreement with the City Water Commission, which has come out since you left, definitely and publicly, that the San Vicente should be built to the 310 ft. elevation and Sutherland completed. After the diversion of Sutherland then raise the height of Lake Hodges enough to catch the rest of the water and pipe it right across the mesa into the city, with a small pumping lift.

There are 12 million gallons daily net safe yield that can be secured out of the San Dieguito River. Mr. Pyle has been insisting that we abandon Sutherland, with more than 2 million



dollars we have invested there, and built a super-dam at Hodges, with 6 million gallons net safe yield. They lose 3 or 4 million gallons daily by evaporation that can be saved by building Sutherland, and possibly Pamo.

We should get everything into San Diego by gravity possible, and there are 8 or 10 million gallons daily that can be pumped out of the San Pasqual gravels into the Pamo pipe line during the summer months. The city already owns most of the gravels, and I have a survey from Pamo, as well as record of the core drillings. Pamo, I believe, is about 900 ft. elevation, and we have in our possession the survey to the city.

It is all boloney, in my opinion, raising either Morena or Barrett dams. Check up the run-off and you will see nothing warrants it. It all goes into Marron anyway, and that is an international question to be settled before the dam can be built. I do not see much water there either. It will be the highest priced water we have ever developed, but I believe there are 3 or 4 million gallons daily there to be developed one of these days.

I do not believe you can ever count on getting any water from the San Luis Rey.

Now your guess is as good as anyone's. How fast is San Diego going to grow? The government is financing the building of the Metropolitan Water District, Los Angeles is going broke with its taxes, obligations and the cost of that water. It is only a matter of time when the government will charge off at least 50 percent of the Metropolitan Water District's obligations in the building of that system, if not more. They are doing the same thing with the Central Valley Water Project.

In my opinion there will be no bonds voted, and the government will have to put up all of the money to bring the water in from the Colorado River to San Diego. From the government's standpoint I can see this is a paying proposition, for the following reasons: It puts the Colorado River water to beneficial use. It keeps it from going into the ocean and/or claimed by Mexico, and it helps to develop 15,000 or 20,000 acres, all now desert land in San Diego County east of the mountains, and it will, of course, add tremendously to the values of our western slope. But San Diego County is broke.

I believe 83,000 parcels of San Diego county and city property are now deeded to the state for taxes delinquent 5 years or more. With the influx of people here there is an insistent demand for water, for building of roads, sewers, enlargement of water mains, schools and everything else. You must remember we are spread over quite an area and San Diego is the longest city in California.

My suggestion is that the government do two things - finance the construction of San Vicente to the 310 ft. contour and take immediate action so that we can utilize and save a large sum of money heretofore voted to build San Vicente to the 195 foot contour. In addition I know we can complete Sutherland for not to exceed \$1,000,000 or \$1,200,000 and it will only cost \$200,000 or \$300,000 to bring the water from Sutherland for three or four miles around into the San Vicente watershed where it can flow by gravity, without loss, into San Vicente for storage. Then No. 3 could be tacked as an outright grant.

Six or seven million dollars from the government will take care of the completion of Sutherland and San Vicente and the completion of Mission Gorge No. 3.

I am satisfied that Ed Hyatt will accept a constant angle type of dam in Mission Gorge No. 3, if it is put up to him and only two weeks ago Van Etten told me the foundations at No. 3 about 100 feet below where we originally planned were perfect.

If the government wants to develop its own water and go into the water business it can do it by building No. 3 now, but I do not believe it wants to go into the water business.

The bonding margin of the city is so small there is not enough bonding margin for us to go ahead and develop more water at the present time to speak of, considering the other bonds the city must soon vote for other uses. We are too near the danger line.

The Fletcher family owns Mission Gorge damsite. The south boundary of Camp Elliott runs within 200 feet of it. The government could build Mission Gorge No. 3, run its own pipe line right down to the Marine Base and Naval Training Station, and also run another line over to Camp Elliott.

The above is just a suggestion. I do know this we have no time to lose. I have seen every lake in this county bone dry, and I predict we have a series of dry years ahead of us right now. We are increasing population at the rate of 40,000 or 50,000 a year and and I do not believe there is a city on the coast that needs financial assistance from the government more than San Diego.

I will be glad to furnish you any data or information and mighty glad to see you are on the job with the government. I was reading the other day your reports on Lake Hodges, Henshaw and the La Mesa Irrigation District. We put them all thru, Walter, and you have done your share in helping to develop the water in San Diego County.

With kindest personal regards, I am

Yours sincerely,



February 7, 1941

Mr. Walter Huber,  
1 Montgomery Street  
San Francisco, California.

My dear Walter:

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Am enclosing clippings that may be of interest.

As I see the water situation it is this. We need quick action. It will take easily seven to ten years to get any water from the Colorado River and twenty million dollars, at least, to start the work. The operating costs alone, with the job completed, without figuring interest or depreciation on the investment, for the Colorado River water will be 12 to 15 cents a thousand gallons. We have 20 to 25 million gallons daily net safe yield undeveloped within the city's control that can be developed as follows:

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dollars we have invested there, and built a super-dam at Hodges, with 6 million gallons net safe yield. They lose 3 or 4 million gallons daily by evaporation that can be saved by building Sutherland, and possibly Pamo.

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Yours sincerely,

EF M

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San Francisco, California.

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There are 12 million gallons daily net safe yield that can be secured out of the San Dieguito River. Mr. Pyle has been insisting that we abandon Sutherland, with more than 2 million



2-... dollars we have invested there, and built a super-dam at Hodges, with 6 million gallons net safe yield. They lose 3 or 4 million gallons daily by evaporation that can be saved by building Sutherland, and possibly Pamo.

We should get everything into San Diego by gravity, possible, and there are 8 or 10 million gallons daily that can be pumped out of the San Pasqual gravels into the Pamo pipe line during the summer months. The city already owns most of the gravels, and I have a survey from Pamo, as well as record of the core drillings. Pamo, I believe, is about 900 ft. elevation, and we have in our possession the survey to the city.

It is all boloney, in my opinion, raising either Morens or Barrett dams. Check up the run-off and you will see nothing warrants it. It all goes into Marron anyway, and that is an international question to be settled before the dam can be built. I do not see much water there either. It will be the highest priced water we have ever developed, but I believe there are 3 or 4 million gallons daily there to be developed one of these days.

I do not believe you can ever count on getting any water from the San Luis Rey.

Now your guess is as good as anyone's. How fast is San Diego going to grow? The government is financing the building of the Metropolitan Water District, Los Angeles is going broke with its taxes, obligations and the cost of that water. It is only a matter of time when the government will charge off at least 50 percent of the Metropolitan Water District's obligations in the building of that system, if not more. They are doing the same thing with the Central Valley Water Project.

In my opinion there will be no bonds voted, and the government will have to put up all of the money to bring the water in from the Colorado River to San Diego. From the government's standpoint I can see this is a paying proposition, for the following reasons: It puts the Colorado River water to beneficial use. It keeps it from going into the ocean and/or claimed by Mexico, and it helps to develop 15,000 or 20,000 acres, all now desert land in San Diego County east of the mountains, and it will, of course, add tremendously to the values of our western slope. But San Diego County is broke.

I believe 83,000 parcels of San Diego county and city property are now decded to the state for taxes delinquent 5 years or more. With the influx of people here there is an insistent demand for water, for building of roads, sewers, enlargement of water mains, schools and everything else. You must remember we are spread over quite an area and San Diego is the longest city in California.

My suggestion is that the government do two things - finance the construction of San Vicente to the 310 ft. contour and take immediate action so that we can utilize and save a large sum of money heretofore voted to build San Vicente to the 195 foot contour. In addition I know we can complete Sutherland for not to exceed \$1,000,000 or \$1,200,000 and it will only cost \$200,000 or \$300,000 to bring the water from Sutherland for three or four miles around into the San Vicente watershed where it can flow by gravity, without loss, into San Vicente for storage. Then No. 3 could be tacked as an outright grant.

Six or seven million dollars from the government will take care of the completion of Sutherland and San Vicente and the completion of Mission Gorge No. 3.

I am satisfied that Ed Hyatt will accept a constant angle type of dam in Mission Gorge No. 3, if it is put up to him and only two weeks ago Van Etten told me the foundations at No. 3 about 100 feet below where we originally planned were perfect.

If the government wants to develop its own water and go into the water business it can do it by building No. 3 now, but I do not believe it wants to go into the water business.

The bonding margin of the city is so small there is not enough bonding margin for us to go ahead and develop more water at the present time to speak of, considering the other bonds the city must soon vote for other uses. We are too near the danger line.

The Fletcher family owns Mission Gorge damsite. The south boundary of Camp Elliott runs within 200 feet of it. The government could build Mission Gorge No. 3, run its own pipe line right down to the Marine Base and Naval Training Station, and also run another line over to Camp Elliott.

The above is just a suggestion. I do know this we have no time to lose. I have seen every lake in this county bone dry, and I predict we have a series of dry years ahead of us right now. We are increasing population at the rate of 40,000 or 50,000 a year and and I do not believe there is a city on the coast that needs financial assistance from the government more than San Diego.

I will be glad to furnish you any data or information and mighty glad to see you are on the job with the government. I was reading the other day your reports on Lake Hodges, Henshaw and the La Mesa Irrigation District. We put them all thru, Walter, and you have done your share in helping to develop the water in San Diego County.

With kindest personal regards, I am

Yours sincerely,

EF M



**Ed Fletcher Papers**

**1870-1955**

**MSS.81**

**Box: 12 Folder: 28**

**General Correspondence - Huber,  
Walter Leroy - 1912 - 1941**



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