

March 31, 1917

Col. Ed Fletcher,
Mgr C. W. Co.

Dear Sir:-

I attach deed from Mr. Murray conveying an undivided one-twelfth interest to you and the same interest to Mr. Henshaw in the Miles Reservoir No. 2. This is the little circular reservoir on the top of the hill.

The description is OK.

Very truly yours,

FHF:K

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GRANT DEED

I, JAMES A. MURRAY, for and in consideration of Ten and 00/100 (\$10.00) Dollars, do hereby grant to ED FLETCHER, an undivided one-twelfth interest, and to WM. G. HENSHAW, an undivided one-twelfth interest, in all that Real Property situated in the County of San Diego, State of California, bounded and described as follows:

All that portion of Lot 4, Block 29, El Cajon Heights, as per License Survey Map No. 50, filed in the office of the Recorder of said San Diego County, February 20, 1894, and more particularly described as follows:

A circular parcel of land 153 feet in diameter, the center point of which bears North 53° 24' East from the Southwest corner of said Lot 4, Block 29, and is distant therefrom 437 feet.

TO HAVE AND TO HOLD the above granted and described premises unto the said Grantees, their heirs and assigns forever.

WITNESS my hand and seal this _____ day of _____

_____ A. D. 1917.

Signed and executed
in presence of

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STATE OF CALIFORNIA }
COUNTY OF SAN DIEGO } SS

On this _____ day of _____

A. D. Nineteen Hundred and _____ before me,

_____ a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared JAMES A. MURRAY, known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office, in said County of San Diego, State of California, the day and year in this certificate first above written.

Notary Public in and for the County
of San Diego, State of California

See which page of
mortgage finally used.

M O R T G A G E

THIS MORTGAGE, Made this twentieth day of July, 1916, by K. Deasy, a single person, Mortgagor, to Ed Fletcher, Mortgagee, WITNESSETH:

That the said Mortgagor mortgages to the said Mortgagee all that real and personal property situated in the County of San Diego, State of California, bounded and described as follows, to wit:

An undivided one-twelfth interest in and to all that real and personal property described in that certain deed San Diego Flume Co., a corporation, to James A. Murray, which deed is dated June 1, 1910, and recorded in the office of the Recorder of said San Diego County in Book 495, page 61 of deeds, to which deed reference is hereby had and made a part hereof.

And also an undivided one-twelfth interest in the Southeast Quarter of the Northeast Quarter ($SE\frac{1}{4}NE\frac{1}{4}$) of Section Seven (7); the South Half of the Northwest Quarter ($S\frac{1}{2}NW\frac{1}{4}$); and the Southwest Quarter of the Northeast Quarter ($SW\frac{1}{4}NE\frac{1}{4}$) of Section Eight (8), Township Fifteen South, Range Two East, S. B. M., in the County of San Diego, State of California.

And also, an undivided one-twelfth interest in and to that portion of the El Cajon Valley Company's land in the Rancho El Cajon, in the County of San Diego, State of California, according to Map thereof 289, filed in the office of the County

M O R T G A G E

THIS MORTGAGE, Made this twentieth day of July, 1916, by K. Deasy, a single person, Mortgagor, to Ed Fletcher, Mortgagee, WITNESSETH:

That the said Mortgagor mortgages to the said Mortgagee all that real and personal property situated in the County of San Diego, State of California, bounded and described as follows, to wit:

An undivided one-twelfth interest in and to all that real and personal property described in that certain deed San Diego Flume Co., a corporation, to James A. Murray, which deed is dated June 1, 1910, and recorded in the office of the Recorder of said San Diego County in Book 495, page 61 of deeds, to which deed reference is hereby had and made a part hereof, and subject to all the terms, conditions, reservations and stipulations contained in the said deed from San Diego Flume Company to James A. Murray, dated June 1, 1910 and recorded as aforesaid.

And also an undivided one-twelfth interest in the Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section Seven (7); the South Half of the Northwest Quarter (S $\frac{1}{2}$ NW $\frac{1}{4}$); and the Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$) of Section Eight (8), Township Fifteen South, Range Two East, S. B. M., in the County of San Diego, State of California.

And also, an undivided one-twelfth interest in and to that portion of the El Cajon Valley Company's land in the Rancho El Cajon, in the County of San Diego, State of California, according to Map thereof 289, filed in the office of the County

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Recorder of said San Diego County December 30, 1886, and more particularly described as follows:

1. Beginning at the intersection of the Northerly line of Julian Avenue and the East boundary line of El Cajon Valley Company's Land, as shown on said Map 289, which point is 40.33 feet North of the intersection of the center line of Julian Avenue and said boundary line;

thence North 1173.5 feet along said boundary line to the San Diego River;
thence North 60° 31' West 57 feet;
thence South 1248 feet to the Northerly line of said Julian Avenue;
thence North 48° 03' East along the line of Julian Avenue to place of beginning.

2. Beginning at a point on the East boundary line of El Cajon Valley Company's Land, as shown on said Map 289, 1213.83 feet North of the intersection of the center line of Julian Avenue and said boundary line;

thence North along said boundary line 500 feet;
thence North 60° 31' West 57 feet;
thence South parallel to said boundary line 500 feet;
thence South 60° 31' East 57 feet to point of beginning.

3. Beginning at a point on the Northerly line of Julian Avenue and 50 feet West of the point of intersection of the center line of said Julian Avenue with the East line of El Cajon Valley Company's land, as shown on said Map 289;

thence South 48° 03' West along the Northerly side of Julian Avenue 80.7 feet;
thence North 1352 feet;
thence South 60° 31' East 68.92 feet;
thence South 1248 feet to Northerly line of Julian Avenue and place of beginning.

4. Beginning at the intersection of the Southerly line of Julian Avenue with the East boundary line of El Cajon Valley Company's lands, as shown on said Map 289, which point

is 40.33 feet South of the intersection of the center line of said Julian Avenue and said boundary line;

thence along the South line of said Julian Avenue South 48° 3' West 190 feet;
thence at right angles South 41° 57' East 213 feet to a point on said boundary line 285.4 feet South of the place of beginning;
thence North to place of beginning.

5. Beginning at a point on the East boundary line of El Cajon Valley Company's land, as shown on said Map 289, 550.73 feet South of the point of intersection of the center line of said Julian Avenue and said boundary line;

thence West 569.7 feet to the Southerly line of Julian Avenue;
thence North 48° 03' East along the Southerly line of said Julian Avenue 574.7 feet;
thence at right angles South 41° 57' East 213 feet to point on said boundary line;
thence South along said boundary line 225 feet to point of beginning.

all as security for the payment of the principal, interest and attorney's fees, specified and provided for in four (4) certain Promissory Notes of date July 20th, 1916, in words and figures following, to wit:

And the Mortgagor hereby covenants with the Mortgagee that if default be made in the payment of the interest, or any part thereof, according to the tenor of said Notes, then the whole sum of principal and interest shall become immediately due and payable at the option of the holder of said Notes and the Mortgagee may proceed with suit of foreclosure, and sell the mortgaged premises in the manner provided by law; and shall include in such foreclosure an additional sum, for attorney's fees, as provided in said Notes.

And it is hereby covenanted that the Mortgagor shall pay all taxes and assessments upon said premises, and this mortgage,

also all insurance upon said premises; and also to keep fully insured against all losses by fire, or otherwise, all buildings upon said premises; and in case of default by Mortgagor to pay said taxes and assessments and insurance then the Mortgagee may pay the same, and the amount so paid shall become a debt from the Mortgagor and shall be a lien upon said premises and be secured by this Mortgage, and bear interest at the rate of six per cent per annum, from the date of such payment, payable in the gold coin of the United States; and in case of the foreclosure shall be added to the principal and interest due thereon, and be included in the judgment and decree to be entered therein.

Signed and executed
in the presence of

D E E D

THIS DEED, made this twenty-second day of July, 1916, by K. Deasy, a single person, Grantor, to Wm. G. Henshaw, Grantee, WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations, K. Deasy, Grantor, does hereby grant, bargain, sell and convey unto Wm. G. Henshaw, the Grantee herein, all that real and personal property situated in the County of San Diego, State of California, bounded and described as follows, to wit:

An undivided one-twelfth interest in and to all that real and personal property described in that certain deed San Diego Flume Co., a corporation, to James A. Murray, which deed is dated June 1, 1910, and recorded in the office of the Recorder of said San Diego County in Book 495, page 61 of deeds, to which deed reference is hereby had and made a part hereof.

And also, an undivided one-twelfth interest in the Southeast Quarter (SE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section Seven (7); the South Half (S $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) and the Southwest Quarter (SW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section Eight (8), Township Fifteen South, Range Two East, S. B. M., in the County of San Diego, State of California.

And also, an undivided one-twelfth interest in and to that portion of the El Cajon Valley Company's land in the Rancho El Cajon, in the County of San Diego, state of California, according to Map thereof 289, filed in the office of the County

These deeds take the place of the ones of same date which include full description of the property deeded by San Diego Flume Co. to James A. Murray, June 1, 1910.

See which finally decided upon.

Recorder of said San Diego County December 30, 1886, and more particularly described as follows:

1. Beginning at the intersection of the Northerly line of Julian Avenue and the East boundary line of El Cajon Valley Company's Land as shown on said Map 289, which point is 40.33 feet North of the intersection of the center line of Julian Avenue and said boundary line;

thence North 1173.5 feet along said boundary line to the San Diego River;
thence North 60° 31' West 57 feet;
thence South 1248 feet to the Northerly line of said Julian Avenue;
thence North 48° 03' East along the line of Julian Avenue to place of beginning.

2. Beginning at a point on the East boundary line of El Cajon Valley Company's Land, as shown on said Map 289, 1213.83 feet North of the intersection of the center line of Julian Avenue and said boundary line;

thence North along said boundary line 500 feet;
thence North 60° 31' West 57 feet;
thence South parallel to said boundary line 500 feet;
thence South 60° 31' East 57 feet to point of beginning.

3. Beginning at a point on the Northerly line of Julian Avenue and 50 feet West of the point of intersection of the center line of said Julian Avenue with the East line of El Cajon Valley Company's land, as shown on said Map 289;

thence South 48° 03' West along the Northerly side of Julian Avenue 80.7 feet;
thence North 1332 feet;
thence South 60° 31' East 68.92 feet;
thence South 1248 feet to Northerly line of Julian Avenue and place of beginning.

4. Beginning at the intersection of the Southerly line of Julian Avenue with the East boundary line of El Cajon Valley Company's lands, as shown on said Map 289, which point

is 40.33 feet South of the intersection of the center line of said Julian Avenue and said boundary line;

thence along the South line of said Julian Avenue South 48° 3' West 190 feet;
thence at right angles South 41° 57' East 213 feet to a point on said boundary line 285.4 feet South of the place of beginning;
thence North to place of beginning.

5. Beginning at a point on the East boundary line of El Cajon Valley Company's land, as shown on said Map 289, 550.73 feet South of the point of intersection of the center line of said Julian Avenue and said boundary line;

thence West 569.7 feet to the Southerly line of Julian Avenue;
thence North 48° 03' East along the Southerly line of said Julian Avenue 574.7 feet;
thence at right angles South 41° 57' East 213 feet to point on said boundary line;
thence South along said boundary line 225 feet to point of beginning.

SUBJECT HOWEVER, to that certain mortgage executed by K. Deasy to Ed Fletcher, securing four notes aggregating Forty-five Thousand Dollars (\$45,000), and dated July 20, 1916.

TO HAVE AND TO HOLD the above granted and described premises unto the said grantee, his successors and assigns forever, together with all waters, water rights, rights of way, appurtenances and privileges thereunto belonging and appertaining; SUBJECT HOWEVER, to all the terms, conditions, reservations and stipulations contained in the said deed from San Diego Flume Company to James A. Murray, dated June 1, 1910, and recorded as aforesaid, and which the Grantee herein agrees to assume.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first hereinabove written.

D E E D

This Deed, made this twentieth day of July, 1916, by Ed Fletcher and Mary C. B. Fletcher, husband and wife, Grantors, to K. Deasy, Grantee, WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations, Ed Fletcher and Mary C. B. Fletcher, Grantors, do hereby grant, bargain, sell and convey unto K. Deasy, the Grantee herein, all that real and personal property situated in the County of San Diego, State of California, bounded and described as follows, to wit:

An undivided one-twelfth interest in and to all that real and personal property described in that certain deed San Diego Flume Co., a corporation, to James A. Murray, which deed is dated June 1, 1910, and recorded in the office of the Recorder of said San Diego County in Book 495, page 61 of deeds, to which deed reference is hereby had and made a part hereof.

And also, an undivided one-twelfth interest in the Southeast Quarter (SE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section Seven (7); the South Half (S $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) and the Southwest Quarter (SW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section eight (8), Township fifteen South, Range Two East, S. B. M., in the County of San Diego, State of California.

And also, an undivided one-twelfth interest in and to that portion of the El Cajon Valley Company's land in the Rancho El Cajon, in the County of San Diego, State of California, according to Map thereof 289, filed in the office of the County

Recorder of said San Diego County December 30, 1886, and more particularly described as follows:

1. Beginning at the intersection of the Northerly line of Julian Avenue and the East boundary line of El Cajon Valley Company's Land, as shown on said Map 289, which point is 40.33 feet North of the intersection of the center line of Julian Avenue and said boundary line;

thence North 1173.5 feet along said boundary line to the San Diego River;
thence North 60° 31' West 57 feet;
thence South 1248 feet to the Northerly line of said Julian Avenue;
thence North 48° 03' East along the line of Julian Avenue to place of beginning.

2. Beginning at a point on the East boundary line of El Cajon Valley Company's Land, as shown on said Map 289, 1213.83 feet North of the intersection of the center line of Julian Avenue and said boundary line;

thence North along said boundary line 500 feet;
thence North 60° 31' West 57 feet;
thence South parallel to said boundary line 500 feet;
thence South 60° 31' East 57 feet
to point of beginning.

3. Beginning at a point on the Northerly line of Julian Avenue and 50 feet West of the point of intersection of the center line of said Julian Avenue with the East line of El Cajon Valley Company's land, as shown on said Map 289;

thence South 48° 03' West along the Northerly side of Julian Avenue 80.7 feet;
thence North 1832 feet;
thence South 60° 31' East 68.92 feet;
thence South 1248 feet to Northerly line of Julian Avenue and place of beginning.

4. Beginning at the intersection of the Southerly line of Julian Avenue with the East boundary line of El Cajon Valley Company's lands, as shown on said Map 289, which point

is 40.33 feet South of the intersection of the center line of said Julian Avenue and said boundary line;

thence along the South line of said Julian Avenue South 48° 3' West 190 feet;
thence at right angles South 41° 57' East 213 feet to a point on said boundary line 285.4 feet South of the place of beginning;
thence North to place of beginning.

5. Beginning at a point on the East boundary line of El Cajon Valley Company's land, as shown on said Map 289, 550.73 feet South of the point of intersection of the center line of said Julian Avenue and said boundary line;

thence West 569.7 feet to the Southerly line of Julian Avenue;
thence North 48° 03' East along the Southerly line of said Julian Avenue 574.7 feet;
thence at right angles South 41° 57' East 213 feet to point on said boundary line;
thence South along said boundary line 225 feet to point of beginning.

TO HAVE AND TO HOLD the above granted and described Premises unto the said grantee, her successors and assigns forever, together with all waters, water rights, rights of way, appurtenances and privileges thereunto belonging and appertaining; SUBJECT HOWEVER, to all the terms, conditions, reservations and stipulations contained in the said deed from San Diego Flume Company to James A. Murray, dated June 1, 1910 and recorded as aforesaid, and which the Grantee herein agrees to assume.

IN WITNESS WHEREOF we have hereunto set our hands and seals, the day and year first hereinabove written.

No. 27562.

Frank C. Jordan,
Secretary of State.

Frank H. Cory,
Deputy.

STATE OF CALIFORNIA,
DEPARTMENT OF STATE.

I, FRANK C. JORDAN, Secretary of State of the State of California, do hereby certify that I have carefully compared the annexed copy of Articles of Incorporation of

----- CUYAMACA WATER COMPANY -----

with the certified copy of the original now on file in my office, and that the same is a correct transcript therefrom, and of the whole thereof. I further certify that this authentication is in due form and by the proper officer.

In Witness Whereof, I have hereunto set my hand and have caused the Great Seal of the State of California to be affixed hereto this 15th day of August, A. D. 1913.

(SEAL)

Frank C. Jordan,
Secretary of State.

By Frank H. Cory,
Deputy.

ARTICLES OF INCORPORATION
OF THE
CUYAMACA WATER COMPANY.

KNOW ALL MEN BY THESE PRESENTS; That we, the undersigned, a majority of whom are citizens and residents of the State of California, have this day voluntarily associated ourselves together for the purpose of forming a corporation under and by virtue of the laws of the State of California, and we hereby certify:

FIRST: That the name of said corporation is and shall be CUYAMACA WATER COMPANY.

SECOND: That the purposes for which said corporation is formed are:

To appropriate, divert, purchase and otherwise acquire water, water rights and franchises, and to conserve and store, hold, convey, distribute, sell, supply and furnish water for all uses and purposes in the State of California, and particularly in the County of San Diego, in said State, be the same for irrigation, domestic use, mechanical purposes or otherwise; and to acquire, construct and maintain, operate and use in any or all parts of the State of California, and particularly in the County of San Diego, in said State, canals, flumes, pipes, pipe lines, conduits, dams, dam sites, reservoirs, pumping plants and all other machinery, works, property, plants and appliances necessary or convenient for the conservation, storage, collection, use, transportation, distribution or disposition of water; to apply for, receive, hold, acquire, use, exercise, sell, lease, mortgage and otherwise dispose of rights, privileges and franchises in connection with the, or any or all of the, purposes for which this corporation is formed; to purchase, acquire, construct, lease, sell, mortgage, convey or otherwise dispose of buildings and structures of every nature; to borrow money and execute, issue, sell, pledge, and dispose of its promissory

Notes, bonds and debentures, and to secure the payment thereof and of money borrowed by it by mortgages, trust deeds and pledges of any and all of the real and personal property of this corporation and to execute mortgages and deeds of trust of its property; to subscribe for, purchase, acquire, hold, own, sell, assign, transfer, mortgage, pledge or otherwise dispose of shares of the capital stock of other corporations, and any and all evidence of debt or securities given, executed or issued by other corporations; to purchase, acquire, construct, hire or otherwise obtain, and to deal in, maintain, use and operate in any and all parts of the State of California, electric lighting and power plants and systems, and to acquire, produce, generate, sell and furnish electricity and electric current for power, lighting, heating or other purposes and all appliances therefor, and acquire, construct, own and maintain and operate plants and systems for the production, generation, storage, sale and distribution of electricity and electric current; to take over, acquire, conduct, manage and carry on the business or businesses, stock, assets and properties of any corporations or persons engaged in, pursuing or carrying on any one or more of the kinds of business, purposes, objects or operations herein specified, or any kindred business, purposes, object or operation as the directors may consider for the best interests and benefit of this corporation; to purchase or otherwise acquire the good will, rights, property and assets of any person, firm, association or corporation, and to pay, give, or exchange therefor, cash or the stock, bonds or other securities of this corporation, or other good or valuable consideration; to purchase, acquire, own, take, hold, improve, sell, lease, mortgage, encumber, convey and otherwise to deal in and dispose of real property and any and all estate and interest therein; to purchase, acquire, own, take, hire, hold, lease and sell, mortgage, pledge, deal in and dispose of personal property, chattels, goods, wares, merchandise of every kind, chattels real and choses in action; to loan money and generally carry on, engage in and transact any and all lawful businesses whatever, whether manufacturing, mercantile or commercial, which

are necessary or convenient to be engaged in or carried on in connection with the aforesaid business of this corporation or either or any thereof, and to do all and everything necessary, suitable, convenient or proper for the accomplishment of any of the purposes or the attainment of any one or more of the objects herein enumerated or incidental to the powers herein named, or which shall, at any time, appear conducive or expedient for the protection or benefit of this corporation either as holders of or interested in any property or otherwise.

THIRD: That the place where the principal business of said corporation is to be transacted is the City of San Diego, County of San Diego, State of California.

FOURTH: That the term for which said corporation is to exist is fifty years from and after the date of its incorporation.

FIFTH: That the number of the directors of said corporation shall be three and that the names and residences of the directors or trustees who are appointed for the first year and to serve until the election and qualification of their successors, are as follows, to-wit:

Names	Residence.
James A. Murray	Monterey, California.
Ed Fletcher,	San Diego, California.
A. H. Sweet	San Diego, California.

SIXTH: That the amount of the capital stock of said corporation is One Million Dollars, and the number of shares into which it is divided is ten thousand of the par value of One Hundred Dollars each.

SEVENTH: That the amount of said capital stock which has been actually subscribed is Six Hundred Thousand One Hundred Dollars (\$600,100.) and the following are the names of the persons by whom the same has been subscribed, and amount subscribed by each:

Names	No. of Shares	Amount.
James A. Murray	5000	\$500,000.00
Ed Fletcher	1000	\$100,000.00
A. H. Sweet	1	\$ 100.00

IN WITNESS WHEREOF we have hereunto set our hands and seals
this 11th day of August, A. D. 1913.

A. H. Sweet (SEAL)

Ed Fletcher (SEAL)

James A. Murray (SEAL)

State of California,)
County of San Diego,) SS.

On this 11th day of August, A. D. 1913, before me, Lou B. Mathews a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared Ed Fletcher and A. H. Sweet, known to me to be the persons whose names are subscribed to the foregoing instrument and they acknowledged to me that they executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal at my office in the City of San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

Lou B. Mathews

Notary Public in and for the County
of San Diego, State of California.

(SEAL)

STATE OF MONTANA)
COUNTY OF SILVER BOW) SS.

On this 7th day of August A. D. 1913, before me, E.L. Chapman a Notary Public in and for the said county and state, residing therein, duly commissioned and sworn, personally appeared James A. Murray, known to me to be the person whose name is subscribed to the foregoing instrument and he acknowledged to me that they executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal at my office in the County of Silver Bow, State of Montana the day and year in this certificate first above written.

(SEAL)

E. L. Chapman
Notary Public for the State of
Montana, residing at Butte.
Commissioned for a term expiring
April 13, 1914.

State of California,)
County of San Diego.) SS.

I, J. T. Butler, County Clerk of the County of San Diego, State of California, do hereby certify the foregoing to be a full, true and correct copy of the Articles of Incorporation of the CUYAMACA WATER COMPANY, now on file and as the same remains on file in my said office of County Clerk of said County of San Diego, State of California.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal this 13th day of August, A. D. 1913.

J. T. Butler (CLERK)

(SEAL)

By J. B. McLees

Deputy Clerk.

Ed Fletcher Papers

1870-1955

MSS.81

Box: 53 Folder: 26

**Business Records - Water Companies -
Cuyamaca Water Company - Cuyamaca Water
Company Articles of Incorporation and deeds**



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