

Santa Ana, California, July _____ 1932

Mr. Ed. Fletcher, Esq.,
San Diego, California -

Dear Sir:

In reply to your letter I will say that quite a number of months ago I received a letter from Mr. A. W. Pray, 243 West Kansas Street, Escondido, California. Mr. Pray was one of the original settlers of Escondido and was there and is there yet. He said to me that there was some agitation in the valley and the newspapers, chamber of commerce and the new-comers were talking a great deal about re-naming the Escondido Reservoir which was always called the Escondido Reservoir under the Escondido Irrigation System. He said the old settlers had an association and this matter was brought up and it appeared that the majority of the new-comers wanted to name this reservoir the Wohlford Reservoir. The old settlers, to the best of his recollection, couldn't understand why the dam should ever be named after him, and he asked me if I would write him and tell him the facts about getting the water which today is stored in the reservoir and is used for the district. I answered that letter and made a copy of it and am herewith sending you personally this copy. This, in a way, has nothing to do with my history of the affairs of the Escondido Irrigation District from the day it was organized until the day it was disorganized, but is an account of the difficulties which surrounded me and my associates in procuring this water.

At the time the District was formed there was very little question raised in opposition to the forming of the same. There was very little opposition to the voting of the bonds and the voting of a special tax, and this special tax was paid in full and was expended by the directors of the district in surveying and searching for a practical route to bring the flood waters of the San Luis Ray River to a reservoir that would be of sufficient capacity, and near enough to Escondido, to hold this water. Some of the best men in Escondido, five in number, were picked for this Board of Directors and while there were no men on the board that had any knowledge of the value of water as an irrigating proposition they did the best they could under the circumstances, and in the meantime the district voted a bond issue which was ^{set up} by them and a number of citizens who were all agreed on the proposition to get this water for Escondido, if possible, and have it as a public utility. At about this time when the bonds were voted and the surveyors were in the fields working and looking for a route, the Pomo Company, of which you made mention in your letter to me, was organized.

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was a friend of mine
of P. J. ...
J. M. Woods who was the supervisor for many years in San Diego was a personal friend of mine. We had known each other for years and there was no man that I had a higher respect or regard for than J. M. Woods. He and Mr. Van Dyke, whom you mention in your letter, came to Escondido with the idea of getting the Escondido Irrigation District to give them their bonds, which they would take for a certain amount of water delivered at a certain point in the district. Of course, Mr. Woods came to me and asked me how I would stand on the proposition and I told him that while I wished him all the success in the world; that I believed his scheme of the Pomo Water Company was a good one and one that ought to be put through, we were not interested. They stayed in the valley about a week and Mr. Woods then told me that they had given the idea up. The main reason why I did not consider this proposition at all was that their dam site was on about the same level as the valley of Escondido and in bringing the water to the edge of the District it would require pumping the water about 350 feet.

At the time they were there crusading, the San Luis Rey Flume Company opened offices in Escondido and they were insistent on taking our bonds and furnishing us with a certain number of inches of water. The report of their chief engineer showed that their plan for a water system could not be accomplished for less than two or three million dollars. Of course, that would include a great deal of country besides the Escondido Irrigation District and would be of vast good to the development of San Diego County, but the same trouble existed that we would have to put up our bonds for the purpose of getting the estimated amount of water that the valley would need and have no distributing system, no dam and no way to take care of it. Our bonds would be used as a basis for further finance. I could see no merit in this proposition and they called the people together many times and I was always invited to their meetings. I was the one man that spoke in opposition to any complications of the Escondido Irrigation District with other corporations. This was the first seed sown in dissensions in Escondido.

The Escondido Land and Town Company, Mr. Wohlford, The Escondido Bank and the University of Southern California, which held a large property interest in the town plot of Escondido, were all working for one of two ends - whether to disorganize the district or to contract with other water companies for our water. The fact is we did not do either. They brought in one of the smartest lawyers in the State of California, George W. Maxwell, who was hired to break up irrigation districts, and ours being the one district that at that time had resisted the assaults made on their legality, was picked out for a particular assault, and Mr. Maxwell addressed the people of Escondido on two different occasions, and at each time told them that an irrigation district under the laws of the State of California would never become a success; that their land was mortgaged and that they never could pay the mortgage; that the interest on the bonds would eat up all that they had invested. He made no bones of saying frankly that he was hired by the Escondido Land and Town Company which was one of

the largest land owners in the Valley to tell the people what an awful mess they had gotten themselves into. He also said that some of the best people in Escondido were with them, and mentioned Mr. Wohlford, a prominent banker, as one of the men who had never agreed with the idea of an irrigation district.

At the expiration of the term of the first five directors of the irrigation district they told the people at public meetings that they couldn't see any way of developing water for that district for the amount of the bonds voted. As I had been the principal person in having these proceedings taken up to this time, the people demanded that I go on the Board of Directors and after due investigation agree with the former board to disband the district if no practical way of obtaining this water for the district could be solved. The Board elected Dr. Gundrum, John Stewart, Mr. Riddle, Mr. Crawford and a Mr. De Bell and myself. These men were elected by my friends, and we worked in perfect unity during our whole term of office. Mr. Stewart had a son who had an education as an engineer, or surveyor. Mr. Stewart came to me one day and asked if there was any objection to him and his son taking the district level, and making some levels, which he thought would prove to be a new route to the Escondido Reservoir as located. I told him to go ahead. In about a week he came back and told me that he thought he had discovered the route. At that time there was no money in the district for any purpose. I went around among the business men and procured the necessary equipment for a preliminary survey of this route and the work was done without any cost to the district, and this line stands today without any change whatever from the preliminary survey made by us. Of course we put engineers on then and the ditch and conduit was located and estimates made of its probable cost, and submitted to the Board. This conduit, approximately 14 miles long, was through a very difficult country. The estimate of the engineers, as I best recollect it, was about \$100,000.00. They also estimated the cost of building the dam, which is what is known as a loose rock, faced with 4 inch redwood plank. The also estimated the cost of two main delivery lines for the district, one on the south side and one on the north side of the Valley of Escondido, and their figures showed that it was possible that this plan could be adopted and consummated for about the amount of our bonds. I want to say that at that time the country was under as great a depression as it is today, and consequently labor and all materials were at their lowest ebb.

We then called in John D. Schyler, a noted hydraulic engineer, who built the Sweetwater Dam near San Diego and had him go over these figures, and over the line, and he pronounced it practical and thought it might be possible to finish the work under the bond issue. Then the war was on. No suits were brought at that particular time, but propaganda was being put out by the Escondido Land and Town Company and Mr. Wohlford and Mr. Wohlford supporters that it was a waste of money; that it couldn't be built for that money; that it would only be a

burden upon the people and that they would never receive any benefit from it; that it was but a wild dream on the part of Mr. Cravath. While the Land and Town Company by which I had been employed by for years as their assistant manager, and myself disagreed on this question, they never did or said anything against me or my honesty or integrity. It was simply a matter of business with them. They didn't like the idea of having to pay a bonded interest on what property they owned there. On the other hand, Mr. Wohlford who was a new-comer in the district, and who had obtained possession of the bank, had no reason in the world to have any personal objection to me. He, however, took the ground that I was a grafter and that the only reason I was working for this was to fatten my own pocket and that I was no good in any way. That was the propaganda he put out all the time.

At that time, Mr. G. B. Grow, cashier of the Merchants Bank of San Diego at that time, was a personal friend of mine, and he brought Henry A. Putman, a visitor in San Diego, from New York City, up to Escondido and introduced him to me and told me that he thought he could arrange for him to stay a few days in Escondido and asked me to entertain him, as he thought he was a man of great wealth and might be induced to take our bonds. I did this and the result was that he agreed to buy our bonds at par with a trust agreement whereby we were to deposit the bonds with Mr. Grow, as trustee, we to let our contracts for doing this work and as fast as the work was accomplished each month he was to turn the amount over to the treasurer of the Escondido Irrigation District and Mr. Grow was to deliver him that proportion of the bonds. This agreement was perfectly fair to the District and we heartily agreed to it. About this time a Mr. Doty a railroad contractor from Nebraska came to San Diego as a visitor to Southern California. He got acquainted with Mr. Grow and told him that he was one of the largest railroad constructing contractors in the middle west and that he had an immense plant on his hands at quite a large expense, and nothing doing. Mr. Grow immediately informed him of the situation of our district affairs and gave him a letter of introduction to me. He came up to Escondido and I spent a week with him looking over this system as outlined. He told me that he didn't want to make a dollar but that he would be willing to bring his outfit and do this work at exactly what it cost; that this equipment was on his hands and a liability under the present conditions.

You will recollect that at this time it was the beginning of the Cleveland Administration when the country was as badly demoralized as it is today. So we entered into a contract with Mr. Doty whereby he agreed to do this work under itemized quantity - for instance - so much for earth work, so much for rock work (this by the cubic yard) so much for flume work as estimated, at cost of materials and labor. He immediately shipped his outfit from Nebraska to Escondido, and Escondido was a shining spot of the State of California, as being the only place where a big public work was going on at that time. We had many visitors who came to look at what was going on, and I told the Escondido Land and Town Company that this was the proper time for them to sell their land. I said

"you can reduce your price on this land 50 to 75% of what you have been getting for it and still make a fine profit out of your investment, and I agree with you that you can't hold this land and stand paying the tax for the water of this district." They didn't say whether they would or they wouldn't, but the fact remains that they got a little enthused themselves and instead of lowering their price they raised it.

Both you and I know that men can disagree positively on some very serious questions and still be the warmest friends. I have respect, and always have had, for any man who disagreed with me, but Mr. Wohlford took the attitude that I should be stamped out of existence and he preached it from morning till night. He said that not a drop of water would ever run in the ditch; that the system wouldn't be one-half completed and that the public would be obliged to pay a bonded indebtedness and receive no benefit and that I was working for selfish interests. I can't recite to you in a letter of this kind the many disagreeable things that this man did to me. I told Mr. Pray in the letter I am quoting from that I had no desire to have the Escondido Dam and Reservoir site named after me, - that if they were bound to put the name of some of the builders of this water work on it I would suggest Mr. Baldrich, Mr. Graham, Mr. Pomeroy and several others, but I said it would be as appropriate for the people of Escondido to re-name the Escondido Reservoir the "Wohlford Dam" as it would be for the government of the United States to put up a monument in the memory of Jefferson Davis as the savior of the union.

In conclusion I will say that I have in my possession an Escondido Irrigation District Tax Receipt for 1897. This is for two separate tracts, one of approximately 12 acres and the other of approximately six acres. These tracts were situated almost in the heart of the City of Escondido. The total tax was \$41.25 which covered the interest on the bonds to that date and a special tax of \$1.11 for operating expenses. This would mean that I was paying \$4.00 a year, or about that amount, per acre for water. This is one of the last tax receipts I had in my possession.

I went into some detail as to the difficulties surrounding this transaction for your personal benefit. I will in compliance with your request give you a detailed statement from the organization of this district up to the time that it passed out of the hands of the district into what is known as the Mutual Water Company. I have no knowledge of its success or failure. No doubt Mr. Wohlford's son can furnish you the facts in that matter.

I wish to add one more comment. Mr. Putman under my advice bought what was known as the Escondido Seminary Tract. At the time of the organization of the Escondido Land and Town Company they donated to what is now known as the University of Southern California every alternate residence block in the city boundaries. The sale of these blocks represented an endowment fund and they donated a tract for the building of an educational institution. At the time the Land Company and the University of California and Mr. Wohlford and his friends first began to lay down on their taxes I was called into a

conference with Mr. Grow, Mr. Putman and Mr. Stearns, his attorney, and I advised Mr. Putman to buy this particular tract which had a building on it that cost \$50,000.00 and test the legality of our tax system. When it was offered for sale he bought it, and at that time the law specifically stated that after 12 months of sale if no redemption was made the District could deed the property to the buyer of the buyer of the certificate. Mr. Stearns told him that I was right and that part he agreed and fulfilled and bought the property, and at the end of the year got the deed. The seminary people started an action which was carried to the Supreme Court of the State and the law was pronounced constitutional and the deed valid, and Mr. Putman under my advice deeded this property to the School District of Escondido for school purposes. When they made their big lay-down and paid no taxes I was called in again and I made the statement I did before, telling Mr. Putman to select, which I could do for him, the best lands of the company and buy them the same as he did this former tract, and Mr. Stearns agreed that that was the proper thing for him to do. This certainly would have brought the matter to a head at once, but for some reason which I never knew, although he promised faithfully to do it, and the tax collector postponed the sales from day to day waiting for him to come through, he never did, nor he never offered any explanation. That was the time that I lost my control of the district affairs. As to exactly what price Mr. Putman got for the money he had invested I have no knowledge, but I am quite sure that he must have made a great sacrifice. When he failed to keep his word I told him I was done. He was very anxious that I should run again for a director. I told him I wouldn't do it; that there was no use of carrying on after he had failed to keep his word.

Yours truly

A. K. Cravath

Santa Ana, California, August 24, '32

Mr. Ed. Fletcher
San Diego, California --

Dear Ed:

Enclosed please find what is my recollection of the main events that occurred up to the time that I moved away from Escondido.

Mr. Wohlford says in his letter to me that all the records except the first, or about the first, meeting of the Board of Directors, and he had no knowledge of the events after that. I am sure I don't know who destroyed the records, but I do know that the facts set forth in my report are true.

After perusing my report to you, I discovered that I had left out a point that probably would interest you.

At the time the District made their escrow agreement it was stipulated that in the event that there was default in the interest payment or in the care and maintenance of the District, the Board of Directors should turn its management over to the trustee. This was the last official act that I performed for the District.

Mr. Wohlford was a member of the board at the time and the only one who fought against the resolution authorizing the President, who was myself, to so do. Years afterwards he, Mr. Wohlford, told me in the presence of others that that was the wisest act that I ever performed. I think this should be incorporated in my Memory of the transactions up to the time the management of the district passed out of my hands. If you think this statement is worth while you can insert it in my Memories.

Very respectfully

A. K. Cravath

Escondido Irrigation District

This district was formed and included all of the Rancho Rincon Del Doablo ~~Sierra~~, composed of about twelve thousand acres. This grant was bought by a company of San Diego Capitalists who organized under the title of The Escondido Land and Town Company, and it then took the name "Escondido".

In the latter part of the year 1889 an agitation began among the people of Escondido in regard to procuring a water system. After much discussion the people decided to organize an irrigation district under an Act passed by the State Legislature and Senate and approved by the Governor on March the Seventh, 1887, this was known as the Wright Irrigation Act, and was a remarkable statute for simplicity and a complete Act.

An election was called and the district was organized by an overwhelmingly majority. A Board of Directors was elected and they levied a special tax for the purpose of employing engineers to develop a system with sufficient capacity to furnish the district with the necessary quantity of water for domestic and irrigation purposes. The engineers were employed and after spending about a year surveying reported to the district a plan for bringing the flood waters of the San Luis Rey River for its needs.

The estimated costs of this system was approximately six hundred thousand dollars. The district in the meantime had voted a bond issue of four hundred and fifty thousand dollars. The plan of the above mentioned engineers were rejected by the Board of Directors and nothing more was done during their term of office.

The new Board elected of which the writer was a member was instructed through a mass meeting of the people to either get this work done for the amount of the bonds or to ask that the district be terminated.

This Board organized without a penny in the treasury to employ engineers to see if a cheaper route for bringing the water could be planned. Mr. Stewart, one of the Directors, and a son made a preliminary level line on an entirely different route, and a survey was made of this route by subscriptions raised among the people and donations of labor. And this route as it stands today is the identical route as discovered by Mr. Stewart and his son.

Engineers were then employed and a conduit from the bed of the San Luis Rey River was planned consisting of tunnel and flume and ditch line where possible, of which conduit approximately was fourteen miles long. The engineers's estimate on this work was approximately one hundred and twenty thousand dollars. This brought the water to the district's reservoir which was located about two miles from the district's eastern boundary line and at an elevation of approximately three hundred and fifty feet above the district.

The dam was a loose rock dam, faced with heavy redwood planks. The writer does not quite recollect the amount estimated for the cost of this dam. The engineers laid out two conduits, one on the north side of the valley and one on the south side, these were similar to the main ditch line being partly flume, partly ditch line and partly steel pipe. The total estimate of the whole system was approximately the amount of our bonds.

John D. Schyler, a celebrated engineer, was brought in as a consulting engineer and reported favorably on the system.

We were confronted at this time with the great depression which struck the whole country during the years 1892-1893. At this time Mr. Henry A. Putnam, a New York Capitalist, was visiting in San Diego. The writer brought him to Escondido and he was much impressed with its beauty and told the writer he would take our bonds at par if the system could be put in for that amount of money. And about this time Mr. Doty, a prominent contractor in this special kind of work, came to San Diego from Nebraska and the writer brought him to Escondido. He went over the whole system and then over all the Engineers's estimates and gave the Board a bid on completing this system. He said ordinarily he would not think of making such a bid but that he had a large construction camp which was laying idle with no prospect of immediate work, therefore he was willing to do it for actual cost.

The bonds were sold to Mr. Putnam and put in escrow with G. B. Grow, Cashier of The Merchants National Bank, San Diego, with an agreement that at the end of each month during the existence of Mr. Doty's contract, the amount earned and approved by the district engineer would be paid to the district in cash and the amount of bonds covering same would be turned over to Mr. Putnam.

The domestic system for the City of Escondido had been put in previously by the Escondido Land and Town Company. This system consisted of a reservoir on a hill overlooking the City and a steam pumping plant located on the Escondido creek which runs thro the townsite. This had been adequate for a number of years but was inadequate at that time. The district purchased this plant

at actual cost. This purchase met with considerable opposition led by A. W. Welford, who was a owner of some orange orchards and who insisted that the water be used for irrigation purposes only, notwithstanding the fact that the City of Escondido was bearing the brunt of taxation. Mr. Welford also insisted that the water from the San Luis Rey River would never be delivered to the district upon the lines laid and the contract let. But, as a matter of fact, the contract was completed and turned over to the district with the water running in all their mains at a cost of about three hundred and twenty thousand dollars. And the total cost, including the purchase of the Escondido City Water Works, was three hundred and fifty thousand dollars. It stands today as the cheapest water system ever built before or since in the State of California.

The taxes following the completion of this system was practically paid up to and including 1897. At that time The Land and Town Company who had not raised any particularly objection joined the anti-water crowd who had always opposed it in Escondido and commenced an organized campaign to destroy it. They filed a suit in the Superior Court denying the constitutionality of the Wright Irrigation Law, attacking the validity of district tax rule, of the organization of the district and, in fact, of every act that had been performed under that law. Judge Hughes in San Diego who heard this case and the District was called in Court with all their books and all their acts questioned. He ruled that the district had explicitly followed every section of the law and he saw no conflict with the State's constitution. This decision was appealed from and to the Supreme Court who affirmed the lower Court in every detail.

The opposition to the district, an attorney by the name of George W. Maxwell of San Francisco, was hired and came to Escondido on two different occasions and told the people that they were bankrupt, that the law was confiscatory, that they would all lose their homes and the writer became disgusted and moved away.

The bond holder, evidently became alarmed and some kind of agreement of which I have no knowledge the bonds were surrendered and a Mutual Water Company took it over. A suit was brought before Judge Conklin of San Diego to disorganize the district, and he rendered a verdict in their favor. In talking with the Judge afterwards the writer told him as a matter of law he did not think his judgment good and he replied that as a matter of fact he thought as the writer did, but, as there had been no opposition he thought there was no harm in giving them what they asked.

As a matter of fact, Escondido would be without water to-day if it had not been for the Wright Irrigation Act. I have in my office Bulletin Number 21, Irrigation Districts in California, issued

ed by the State of California, 1929. This gives a detailed account of all the irrigation districts in California up to that date. The writer finds by careful purusal that none of them come anywhere near accomplishing the amount of work done that was accomplished in the Escondido Irrigation District up to the time of its abandonment for the same amount of money. The Mutual Water Company of Escondido fell heir to a water system that could not be duplicated by the same Mutual Water Company for four times what it cost.

Respectfully submitted,

A. K. Cravatt

Ed Fletcher Papers

1870-1955

MSS.81

Box: 72 Folder: 14

**Writings and Interviews - Water History - "Oldtimers"
interviews and letters re history (see also R. Choate
and T. Van Dyke correspondence) - Cravath, A.K.**



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