

V. L. & W. CO.

October 29, 1915.

Mr. E H Webb,
Escondido, Cal.

DEar Sir:-

On October 28th we ordered shipped to Foster another car load of cement to be delivered at Warner Dam. Please keep in touch with the station agent starting tomorrow so that you will be on the job when it is ready to transport to the Dam.

There are a few pieces of strap iron some place on the road. I wish you would keep your eyes open for it and also take it to the Dam. Kindly let us know if these arrangements are satisfactory to you.

Yours truly,

Assistant Engineer.

Volcan Land & Water Company.

E-K

copy

MALCOLM & TURRENTINE
Successors to
L. N. TURRENTINE
Attorney-at-Law
Escondido National Bank Building,
ESCONDIDO, CALIFORNIA.

May 5th, 1919.

Ed Fletcher Co.,
San Diego, Cal.,
Gentlemen:-

The East San Pasqual people, who are having some controversy with E. H. Webb as to their respective water rights, have asked us, as their representative, to write you, as the successor in interest of Elbert Ward's property, or his successors, and state that they recognize the water rights attaching to such land under the decree of Court rendered in the case of Elbert Ward vs. Gaspar A. Huffner, et. al., No. 11, 891, records of Superior Court San Diego County.

It will be noted that this decree gives said water to the plaintiff Elbert Ward, "For the purpose of use upon and irrigation of the lands described in the complaint herein," to the extent determined in that suit. This water has always been delivered to Mr. Ward, or his successors in interest on request, and will continue to be so delivered, when to be used according to the Court decree, on the lands therein specified.

Information has come to our clients that you have been informed, as successor in interest to the lands described in that complaint, and as successor in interest to the Ward property, that they dispute this claim and would not comply with that decree. We therefore trust that you will not think us presumptuous in writing you as we have in this matter.

Very truly yours,

MALCOLM & TURRENTINE,
B. L. N. Turrentine.

T:O
orig to C. C. Crouch.

May
Ninth.
1919.

Malcolm & Turrentine,
Escondido, California.

Gentlemen:

ATTENTION L. N. TURRENTINE:

I appreciate your letter of May 5th.

I have been informed today by Mrs. Webb that we are entitled to 82 hours run, or something of that kind; that the East San Pasqual people have refused to furnish the required amount of water which we are entitled to; that Mr. Webb, in order to get the water which the Ward place was entitled to, was compelled to go up and destroy the temporary dam built by the East San Pasqual Company; that the East San Pasqual people immediately re-built it; that Mr. Webb went up and destroyed it again, and that the dam has again been re-built by the East San Pasqual people before the Ward place got the water it was entitled to.

Mr. Webb acted on his own authority and without my knowledge or consent in destroying the dam of the East San Pasqual people, but if we are not getting a square deal, as is indicated by Mrs. Webb, I certainly regret very much the treatment. The matter has been put into the hands of our attorney to determine the facts, with orders to go into court immediately if necessary in order to protect our interests. I have instructed my attorney today not to take any action immediately in court and would appreciate very much securing all the facts from you in this matter, for we have no desire to go into court unless it is necessary to protect our rights.

Yours very truly,

EF-mk
cc-CCO

Escondido, P.H.S. Sept 1929.
Col. Ed. Fletcher,

San Diego, Calif.

My dear Mr. Fletcher.

Pursuant to our recent conference relative to the sale of my San Pasqual real estate, I submit below a rough draft of the property and the terms of sale.

I have 2400 acres, more or less,

according to deeds. Of this about 700 acres borders the San Pasqual river, a distance of perhaps two and one half miles and may be described as "water bearing" land.

P. 2)

There is also a border of red land estimated at 400 a. well adapted to Citrus culture. 100 a. of which can be watered by gravity flow from the river if a pipe line is installed, beginning up near the San Diego's bridge at Puts place. Half a mile of this pipe is already laid, and I have very recently obtained a right of way from the Lyons' to extend the pipe through to the Roberts place.

An eighteen inch pipe so extended will supply 100 a. of the citrus land

P. 3.) Mr. Ed Fletcher.

giving a flow of 50 inches during the dry season and 200 inches the rest of the year. so the home sites, along the new high line paved road, maybe developed at nominal cost compared with other irrigation projects. The cost of the laid pipe will be around \$4000.

By utilizing the gravity flow by means of a booster pump. considerable additional acreage may be developed at moderate cost.

In this tract there are several parcels, covered by mortgages.

P. 4.1

maturing in time from 1 year to 29 years.
at an average rate of 5% - the total
incumbrance being \$76,107⁰⁰

Of this amount \$21,607.84 is held by
the Federal Farm Loan Bank of But. Cal.
and may now be paid at any time
without penalty.

My price is \$300,000 less the Federal
loan at time of signing contract of sale.
\$75,000 Down payment, balance on
terms.

The city of San Diego took option
to buy 792 acres of this land for \$250,000.

The entire holding is easily worth
\$500,000.

We want to retire while we are

P. 5

still young enough to go
camping,
Yours very truly.

E. A. Webb

WPBB, P. 4.
San Diego, California,
December 3rd, 1929.

Mr. Ed Fletcher
San Diego, California

Dear Mr. Fletcher:

Regarding my sale of the property in the San Pasqual Valley as per my agreement with the City of San Diego, the purchase price being \$250,000, \$50,000 having been paid, will say that subject to the following conditions, I am willing to sell my equity in said contract with the City of San Diego above mentioned.

First: I desire to reserve the mountainous pasture land in the northeast corner, approximately 190 acres, with a further reservation of a water supply for stock purposes, the intention being to keep the 190 acres of pasture land north of the road and the right to get a water supply for stock purposes or domestic purposes by pumping from the water bearing gravels south of the road.

Second: Providing the sum of \$1000 is paid me within one week from date.

Third: Providing \$149,000 is paid me within 45 days from date.

Fourth: A condition of this agreement is the changing of the wording in the contract between the City and myself whereby I reserve the privilege of diverting and maintaining from the stream bed to the Roberts place and land adjoining which I own, sufficient water, natural flow and seepage flow, while same may be in the river to fill to capacity a 18 inch pipe line for irrigating purposes on the Roberts place and land adjoining which I own, the wording of the present contract being somewhat faulty and is to be corrected so as to protect my interest regarding the perpetual right of diversion as originally intended in the agreement with the City, which recognizes the possible necessity of re-locating the present spill-way gate and a portion of the pipe line as a result of flood.

It is understood that I will furnish any certificate of title or live up to any conditions of the agreement with the City, and all over and above the sum of \$150,000, any interest thereto, I waive to you in consideration of the conditions mentioned and

the payment of said sum of \$150,000 on the dates stated. Time being of the essence of this option.

The consideration is \$1.00 and the obligation on your part to use every effort to close this deal within a week from date, otherwise this option is automatically cancelled if the \$1000 is not paid as above mentioned.

Yours very truly,

December Twentieth,
1 9 2 9

Mr. E. H. Webb,
Escondido,
California.

My dear Mr. Webb:

If you could get \$75,000 in the near future and
\$75,000 on or before five years from date, you
having possession of the property without
rental, you only paying the taxes would you
consider a proposition of this kind?

An early reply will be appreciated.

Yours truly,

EF:AK

December Twenty-seventh,
1 9 2 9

Mr. E. H. Webb,
San Pasqual,
California.

Dear Mr. Webb:

Answering yours of the twenty-fourth will say that
I will go the limit to comply with your requirements
in the matter.

You will hear from me a little later.

Yours very truly,

EF:AK

February 23rd, 1932

HENRY FENTON

The battle of San Pasqual. Mrs. Wood would not sign water agreement. Lower end were going to pay Webb \$1000. She has always been holding up the valley stoppings its development. We fought for a half hour. When we got thru my name was Jack Dempsey. He could not fight any more neither could I but I got the worse of the scrap.

I had rented the Woods place. Mrs. Wood would not join in the agreement to pay Webb for right of way. We are friends again.

Escondido Cal
Feb 24 - 32

Col. Ed Fletcher
1620 Ninth Ave
San Diego, Cal

Dear Mr Fletcher

In regard to riparian right
to the ^{raych} Fentons I can say
that the early settlers here
considered it had no
riparian right on acct
of not bordering the river.

However the underflow
is from the river as
Fentons wells are not
in the underflow of the
Santa Maria & his group
lower the water level of
my land.

Very Truly
C. S. Webb

- L. J.

March 24
1934

March Twenty-fifth
1 9 3 3

Colonel Ed Fletcher
San Diego, California

Dear Col. Fletcher:

In consideration of \$1 and other considerations, the receipt of which is hereby acknowledged, we give you or your assigns an option for one year from date to purchase certain water rights and rights to flood as it affects the 553 acres, more or less, of the Roberts property, so-called in San Pasqual Valley, San Diego County, California, which we own in Sections 29, 32 and 33, Township 12, Range 1 West, S.B.M. The consideration to us to be \$30,000 cash.

We agree as follows:

1. To transfer all riparian and all water rights.
2. To grant floodage rights below the 395 foot contour above sea level without responsibility or liability for any damage occasioned thereby and without further consideration.
3. Give to you the right to divert the San Pasqual river water from the water shed by means of dams, pumping or otherwise.
4. An agreement to execute agreements or deeds of conveyance of some kind to the above containing words of conveyance approved by the City of San Diego. The final contract to be approved by the city attorney of the City of San Diego.
5. We reserve the right, when the water is available, to divert by gravity or pumping, water for use upon the lands included in this option, not to exceed normal use for domestic and irrigation purposes.

We agree to put all papers in escrow when the money is placed in any bank in San Diego and will pay for the continuation of the certificate of title, which the City of San Diego now has in its possession, showing the property will be free and clear of encumbrance at the time the money is paid and the agreements go on record.

Time is of the essence.

E. H. Webb
Dora B. Webb

Witness:
Alice P. Kinsman

E. H. Fletcher

March
25-1934

March Twenty-fifth
1 9 3 3

Colonel Ed Fletcher
San Diego, California

Dear Col. Fletcher:

In consideration of \$1 and other considerations, the receipt of which is hereby acknowledged, we give you or your assigns an option for one year from date to purchase certain water rights and rights to flood as it affects the 792 acres of land in the San Pasqual Valley, San Diego County, California, described in the option of sale formerly made to the City of San Diego now known as the Webb property, the consideration to us to be \$60,000 cash.

We agree as follows:

1. To transfer all riparian and all water rights.
2. To grant floodage rights below the 395 foot contour above sea level without responsibility or liability for any damage occasioned thereby and without further consideration.
3. Give to you the right to divert the San Pasqual river water from the water shed by means of dams, pumping or otherwise.
4. An agreement to execute agreements or deeds of conveyance of some kind to the above containing words of conveyance approved by the City of San Diego. The final contract to be approved by the city attorney of the City of San Diego.
5. We reserve the right, when the water is available, to divert by gravity or pumping, water for use only upon the lands that we now own of record in San Pasqual Valley, ie. the property included in this option and the property formerly known as the Roberts place, not to exceed normal use for domestic and irrigation purposes.

We agree to put all papers in escrow when the money is placed in any bank in San Diego and will pay for the continuation of the certificate of title, which the City of San Diego now has in its possession, showing the property will be free and clear of encumbrance at the time the money is paid and the agreements go on record.

Time is of the essence.

E. H. Webb
Dora B. Webb

Witness:
Alice P. Kinsman

E. H. Fletcher

May 19th, 1933

Mr. Ed Fletcher
San Diego, Calif.

Dear Mr. Fletcher:

Referring to our option of March 25th re the 553 acres, Roberts property so-called, also the 792 acres including the Myers tract and our other property will say that we agree to modify said options to this extent:

In case you can get the Myers obligations which we owe amounting to approximately \$38,000 including interest reduced to \$30,000 we will reduce our compensation from \$60,000 to \$52,000 as mentioned in said options of March 25, 1933.

Also, if the City of San Diego does not demand and we are not forced to furnish any floodage rights as specified in the two options above described and are only asked to furnish the riparian and pumping rights, then in that case we will waive the \$30,000 specified re the Roberts property and our total consideration for the water rights and pumping rights as specified in our two options of March 25, 1933 to you covering the property therein described will be \$52,000 and not the \$90,000 as mentioned in said agreements.

To put it another way. Without giving any floodage rights as mentioned in those two options and providing you get Myers to settle in full for \$30,000 we are to be paid \$52,000 for our riparian and pumping rights on the Roberts 553 acres and the 792 acres as well as full compensation for same, we paying off the farm loan and getting an outright deed and clear title to the Myers property subject to the riparian and pumping rights being transferred to the city of San Diego as outlined in said options.

In case the city insists upon not alone the pumping and riparian rights but the floodage rights to the 395 foot contour as specified in said options above mentioned then in that case our total compensation is to be \$82,000.

Yours very truly

C. H. Webb
Cora B. Webb

Escondido Cal

Apr. 15 - 34

Mr. Fletcher:

The Wards have been thru the 7 drought years during the 90's and predict another period when the river will not flow during the winter & Hodges go dry & pumps started to supply Solano Beach

They insist the Roberts place be left out of our contract.

Of course it is possible that such thing could happen during our time.

Yours Truly
C. H. Webb

April 23rd, 1934

Col. Ed Fletcher
San Diego, California

Dear Sir:

In consideration of your services, past and future, in attempting to dispose of the San Pasqual lands, my option of March 25, 1933 and May 19th, 1933 is hereby extended to April 1st, 1935, with the following exception.

In case a sale is consummated the pumping rights on the Roberts property, so-called, will be reserved and not included in the transfer.

Yours very truly,

E H Webb

Lora B. Webb

Escondido Cal
Feb 8 1935

Col Ed Fletcher
San Diego Cal

Dear Sir:

Your request for price for my land in San Pasqual was received today.

I will sell the same acreage the City once had an option on for \$160,000.00

With the privilege of using the property for 5 years provided I pay all taxes.
Yours truly E. H. Webb

San Diego, California,
January 4, 1935

Colonel Ed Fletcher,
San Diego, Calif.

Dear Sir:

Referring to our option of March 25, 1933, May 19, 1933 and April 23, 1934, this option is extended to July 1st, 1935 instead of April 1st, 1935 as mentioned in our letter of April 23, 1934.

You are authorized to make any arrangement you can with Mr. Myers and anything more you can save other than the \$30,000 you can have to be used in submitting the sale to the city.

In case a deal is made with the city, please, if possible, reserve the floodage rights on the so-called "Webb" property.

Yours truly,

E H Webb
Lord B. Webb

August 19, 1935

Mr. E. H. Webb

Escondido, California

Friend Webb:

Things are brightening up for us again on the San Pasqual. Keep me posted and make no commitments. Here's hoping that the city this time will act.

With kind regards to you and the good lady

Sincerely yours

EF:RC

Col Ed Fletcher
San Diego Cal

Escondido Cal
Feb 18 - 39

Dear Mr Fletcher

Replying to your
recent letter regarding water
rights can say Mrs Webb and
I decided we would prefer to
sell the water right for the Mtg.
which is about \$55,000 including
^{Myers 2nd mtg} 24000 and 2% accumulated interest

This does not include the Roberts
place which would be affected
by Super Hodges

Very Truly Yours
E H Webb

See Part with
San Pasqual
file

San Pasqual

September 25, 1939

Mr. E.H. Webb
San Pasqual
Escondido, California

Friend Webb:

I called on you and Mrs. Webb Sunday both at San
Pasqual and at Escondido and could not locate you.

I see by last week's paper that the City Water
Commission have taken official action recommending the
transfer of the Sutherland Dam Fund at a future date to
assist in the construction of San Vicente Dam. If this is
done, it means that in your lifetime and mine there will
never be any more development on the San Pasqual river, at
least for the next ten or twenty years.

I have a plan and suggest the next time you and the
good wife are in town, that we have a little conference if
you care to drop by the office. I believe you will be inter-
ested.

With kind regards,

Sincerely yours,

EF/jv

October 3, 1939

City of San Diego,
San Diego, California.

Gentlemen:

In consideration of \$ 10,500.00
paid me on or before May 1st, 1940, I agree to sell you the
right to complete Sutherland Dam within the so-called San
Pasqual-San Vicente watershed, said dam being more particularly
located in Section 28, Township 12 South, Range 2 East, S. B. M.,
San Diego County, California; together with the right to
impound and divert the water so impounded to other watersheds
and originating Easterly from said dam. The property which I
own, and affected by this agreement, is legally described as
follows:

*792 acres known as Webb Dairy
Ranch formerly the San Pasqual Ranch
This includes the Meyers property
So called also is to be added 160
acres lying north of Meyers Ranch
all in San Pasqual Valley San Diego Co. Cal*
Time is the essence of this agreement. I acknowledge receipt of \$1.00 and other consideration in relation thereto.

E H Webb +27+33

Lora B Webb T12-145B

ED FLETCHER CO.
San Diego, Calif.

Gentlemen:

In consideration of your past and future services,
in case the City of San Diego accepts the offer above mentioned
your company is to be paid five (5) percent commission on
whatever we receive from the City of San Diego, said money to be
paid out of escrow by the title company on our order.

E H Webb

Lora B Webb

San Pasqual

November 22, 1939

Mr. E.H. Webb
Escondido, California

My dear Mr. Webb:

I am having a battle royal with the "powers that
be" in the newspapers. I suppose you have seen the latest
news articles. They are now trying to take all the Suther-
land funds and transfer same for a sewer line along the water-
front, but I am making headway.

It will be just like picking the money out of the
dirt, whatever you get. The State Authorities say you will
protect yourself from the peak flood damage and that the under-
ground supply will never be affected.

By the way, Meyers was in yesterday and wants part
of that \$10,000 - he needs it badly on account of his mother's
sickness. I told him he would be lucky if he got \$1000 or
\$2000 out of the \$10,000. You had better take up with your Farm
Loan people the matter of getting a quitclaim deed or consent to
build Sutherland so we will know positively where we are at and
what it is going to cost, if anything.

With kindest regards,

Sincerely yours,

EF/jv

December 15, 1939

Mr. E. H. Webb,
Escondido, California.

My dear Mr. Webb:

Prospects are improving for putting the deal thru but I have got to reduce the amount by about \$5,000. I am not going to ask this of you.

By the way, who are the government officials we have to see to get their consent so I can take the matter up with them - the federal loan people. The chap that you bought 200 acres from, I do not remember his name, will be satisfied with a couple thousand dollars out of the \$10,000 you are going to get. You have it under mortgage, I believe. I will try and get the release from the government for nothing so that you can have the benefit of all the balance of the \$10,000. At any rate I will do what I can to help you.

We have everybody signed up now, including Fenton and every property owner in the San Pasqual Valley, from the Roberts place down west along the old county road - we have not taken into consideration north of the highway, including Mrs. Wood. The city does not claim they have any rights or will be affected by the building of Sutherland.

With kindest regards to you and the wife, and asking you for an immediate reply, I am with best wishes for a Happy Holiday Season

Yours very sincerely,

EF M

Escondido Cal
Dec 20 - 39

Ed Fletcher Co
San Diego Cal

Dear Mr Fletcher

I phoned to E.T. Trunkwater after receiving your letter & learned that he is keeping up with developments regarding your deal with the Water Board and will give you whatever can be given at this time

Although our share of the price is much below the average proportion we are willing to stay with it as signed and leave you to deal with the Myers boys as agreed.

With best regards and a small cheer from me & Mrs Webb

I am
Yours truly
Address Trunkwater El Cagon. E.H. Webb

Ed Fletcher Company
Real Estate
1020 Ninth Avenue Franklin 6204
San Diego, California
January 4, 1940

City of San Diego
San Diego, California

Re:-SUTHERLAND DAM

Gentlemen:

Referring to our option of October 3, 1939 to you, in consideration of your paying the Meyers family \$2500.00 as per their letter of December 21, 1939, we will include the so-called Roberts property known as Item #19, San Pasqual, as per map #2250 on file of the City of San Diego, and without additional charge.

This option to hold good until May 1, 1940.

Sincerely yours,

Ed B. Webb
E B Webb

EF/jv

Col Ed Fletcher
San Diego Cal

Escondido Cal
Mch 15 - 40

Dear Mr Fletcher,

In view of the time required to make the survey and especially because there is no prospect of the Land Bank giving its O.K. with out settling two of the loans which are or were appraised almost solely on water, we think you could make the deal sure if your figure allowed about \$17000 for this place.

Yours Truly

E B Webb

March 18, 1940

Mr. E.H. Webb
Escondido, California

My dear Mr. Webb:

Answering yours of March 15th, will say the price of \$17,000 is entirely out of the question. Your signed agreement was \$10,500 until May 1, 1940. I increased it \$2500 in our last offer to the City to take care of Meyers - making \$13,000 as Meyers would not sign otherwise, and you would be getting credit for the above \$2500 to take care of your obligation to Meyers. I have worked hard, blocked the transfer of all the funds to San Vicente, cut it down to \$500,000, leaving \$134,000 in the fund which was to be spent this way:

Approximately \$100,000 for the right to build Sutherland Dam, leaving \$34,000. It will take about \$4000 to get out the certificate of title, leaving \$30,000 which the City is planning to offer for an outright deed to the Prentice property and the Carter-Hickey properties between the Fenton Ranch acquired by the City and the San Pasqual Ranch Company owned by the City - making the chain of ownership complete. The City contracted to pay \$125,000 to Prentice - they paid \$25,000, leaving \$100,000 under the option. The Carter-Hickey property (later known as the White property) the City contracted to pay \$25,000, paid \$5,000, leaving \$20,000. The balance due on these properties is \$120,000 under the old option or contracts signed up with the City. The City is now proposing to pay \$30,000 for the three properties.

There is no chance on earth of your getting a dollar raise unless you go around to all the rest of them yourself and get them to cut down. This they will never do and you know it. It is either coming through clean under our proposition or quitting. We would have had the deal closed now if it had not been for Judge Bradbury and Mrs. Wood as well as a few others who claim ownership of riparian rights and want some money, although Mrs. Wood has sold everything south of the highway and Bradbury owns property north of the highway. This has caused investigations to be made, more time and delay.

I was sorry to miss you last night in Escondido, but the only solution of the problem that I can see is for the Ed Fletcher Company to pay outright and get an assignment of the Federal Land Bank mortgage. You would then be getting \$12,500 from the City, \$2500 going to Meyers, \$10,000 being paid on the \$16,000 mortgage, leaving \$6000 for you to pay the Ed Fletcher Company - making the

-2-

Mr. E.H. Webb:
March 18, 1940

same monthly payments that you are now making to the Federal Land Bank until it is paid in full. If the Federal Land Bank cannot legally transfer the mortgage to you, there is only one thing that is left to do, and that is for you to agree to accept the \$10,000, have it paid to the Federal Land Bank and you continue paying the Federal Land Bank your semi-annual payments until the \$6000 is paid.

Have just had a talk with Mr. Drinkwater and my understanding from him is that if you will recommend this settlement to the Federal Land Bank, that it will be acceptable to them. I am leaving Thursday for San Francisco, can see the Bank on the 22nd, and will return Friday night.

Please telephone me on receipt of this letter.

Sincerely yours,

EF/jv

ED FLETCHER

*Mr. Dean, Vice - Pres.
Federal Land Bank of Berkeley*

P.S.-Those who have signed up the extension until September 1, 1940 are as follows:

Fenton,
Meyers
Rockwood
Peet
Marchus
F. Herbert Judson
Miss Reba Judson and sister
Fred Dyer
Georgeson
And two or three others have promised.

Ed Fletcher Co
San Diego Cal

Escondido Cal
March 21-40

Dear Mr Fletcher

I wish you would
send me a statement as to how
the \$100,000 is to be spent in the
purchase of the right to build
the Southerland

I think it would be proper
to settle on a percentage
of the original price.

Henry Hernton told me he
would not demand anything
from the City for his interest
in the right to build the Southerland.

Yours Very Truly
E. H. Webb

March 23, 1940

Mr. E. H. Webb,
Escondido, California.

My dear Webb:

Answering yours of March 21st, will say
that four or five others are asking increases and it looks to
me now as if there is no hope of settlement if we try to
increase the amount as demanded.

Am going East and letting things take their
course, returning about the 25th of April.

I am making one more effort with the city
to exercise its option before the 1st of May, and will bring
you out the figures on my return from my trip East.

With kind regards, I am

Yours sincerely,

EF M

Ed Fletcher Papers

1870-1955

MSS.81

Box: 33 Folder: 1

General Correspondence - Webb, E.H.



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