

LITIGATION: LAKESIDE FARMS CO. VS CUYAMACA WATER CO.  
From the papers of Ed Fletcher, the following letters were  
removed to the alphabetized correspondence files:

BORDWELL & MATHEWS

FK to Bordwell, 10/8/15  
Mathews to Bordwell, 12/16/13  
Fletcher to Bordwell, 1/13/14  
Bordwell to Cuyamaca water Co., 3 letters, 3/26/14,  
4/23/14, 5/12/14

LEE, Charles H.

Lee to Fletcher, 2 letters, 10/10/13, 10/28/13  
Lee to Mathews, 2 letters, 10/15/13, 10/18/13

MATHEWS, William B.

Post to Mathews, 9/30/13  
Mathews to Cuyamaca Water Co., 3 letters, 10/16/13  
12/15/13, 1/20/14

MARKES, 12/29/13

POST, William

Post to F.C. Ebert, 9/30/13  
Fletcher to 4/24/15

Fletcher to San Diego River Riparian Owners Association  
9/3/13

SHORT, Frank H. to Cuyamaca Water Co., 9/29/13

Cuyamaca Water Co. to STEARNS, Fred W., 2 letters, 7/11/16  
3/3/17

(\$30,000.00) Dollars, conditioned  
that said defendants will pay  
all damages which the plaintiff  
therein may suffer and which  
may be awarded to them, by  
reason of the continuance,  
during the pendency of this  
action, of the acts complained  
of therein by said plaintiffs,  
and of a bond in the sum  
of Twenty-five Hundred (\$2500.00)  
Dollars, conditioned that  
said defendants will pay  
all damages which Emma  
A. Henderson and Joseph J.  
Henderson, intervenors therein,  
may suffer and which may



be awarded to them, by <sup>(2)</sup>  
reason of the continuance,  
during the pendency of  
said action, of the acts  
complained of therein by  
said intervenors, the  
application for a preliminary  
injunction against said  
defendants, should be denied;


Now, Therefore, in consideration  
of the premises, United States  
Fidelity & Guaranty Company,  
a corporation organized and  
existing under the laws  
of the State of Maryland,

and each of them, such <sup>(5)</sup>  
damages, not exceeding  
in the aggregate Twenty-five  
Hundred (\$2500.00) Dollars,  
as said intervenors, or  
either of them, may suffer,  
and may be awarded to  
them, or any one of them,  
by reason of the continuance,  
during the pendency of said  
action, of the acts complained  
of by said intervenors.

In Witness Whereof, said  
United States Fidelity &  
Guaranty Company has

undertakes, on behalf of <sup>(3)</sup>  
said defendants, and is  
bound to said plaintiffs,  
in the sum of Thirty  
Thousand (\$30,000.00) Dollars,  
and promises to the effect,  
that said defendants will  
pay said plaintiffs, and  
each of them, such  
damages, not exceeding  
in the aggregate Thirty  
Thousand Dollars, (\$30,000.00),  
as said plaintiffs or any  
one of them, may suffer, and  
may be awarded to them,

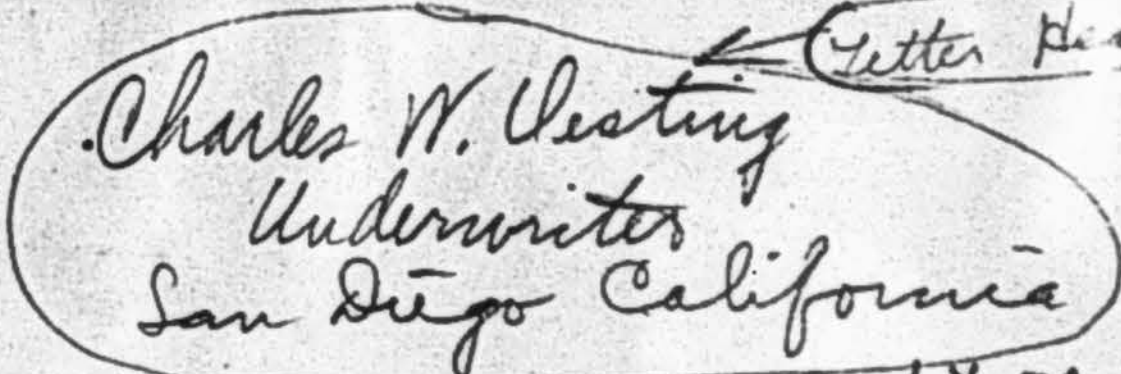
caused these presents to be  
executed in its behalf by  
its Attorney-in-Fact, therunto  
duly authorized, this Ninth  
day of October, 1913.

 United States Fidelity & Guaranty Company  
By C. W. Vesting  
Its Attorney-in-Fact.

The foregoing undertaking  
is hereby approved this 9<sup>th</sup>  
day of October, 1913.

(signed) T. L. Lewis  
Judge of the Superior Court.

or any one of them, by <sup>(4)</sup>  
reason of the continuance,  
during the pendency of  
said action, of the acts  
complained of by said  
plaintiffs, and, in  
consideration of the premises,  
said United States Fidelity  
& Guaranty Company undertakes  
on behalf of said defendants,  
and is bound to said  
intervenors in the sum of  
Twenty-five Hundred (\$2500.00)  
Dollars, and promises to the  
effect that said defendants  
will pay to said intervenors,

 Charles W. Vesting  
Underwriter  
San Diego California <sup>(7)</sup>

No. 20096,

Dept. No. 2

In The Superior Court of the  
State of California, in and for  
the county of San Diego.

Lakeview Farms Mutual }  
Water Company et al. } Defendants in  
Plaintiffs, }  
vs. }  
Cyanac Water Company et al. } denying application  
Defendants } for preliminary  
injunction.

The Court having in the above  
entitled action, made its order  
that, upon the giving and filing  
therein on behalf of the defendants  
in said action of a bond, in the  
sum of Thirty Thousand



CHARLES W. OESTING  
Underwriter  
San Diego, California.

*Intervenor*

No. 20096

Dept. No. 2

In The Superior Court of the State of California, in and  
for the county of San Diego.

Lakeside Farms Mutual Water Company et al. Plaintiffs,	)	Undertaking for Defendants in pursuance of order denying application for preliminary injunction.
vs.	)	
Cuyamaca Water Company, et al Defendants.	)	

...l.....

The court having in the above entitled action, made its order that, upon the giving and filing therein on behalf of the defendants in said action of a bond, in the sum of Thirty Thousand (\$30,000.00) Dollars, conditioned that said defendants will pay all damages which the plaintiffs therein may suffer and which may be awarded to them, by reason of the continuance, during the pendency of this action, of the acts complained of therein by said plaintiffs, and of a bond in the sum of Twenty-five Hundred (\$2500.00) Dollars, conditioned that said defendants will pay all damages which Emma A. Henderson, <sup>and Joseph J. Henderson,</sup> intervenors therein, may suffer and which may be awarded to them, by reason of the continuance, during the pendency of said action, of the acts complained of therein by said intervenors, the application for a preliminary injunction against said defendants, should be denied;

Now, therefore, in consideration of the premises, United States Fidelity & Guaranty Company, a corporation organized and existing under the laws of the State of Maryland, undertakes, on behalf of said defendants, and is bound to said plaintiffs, in the sum of Thirty Thousand (\$30,000.00) Dollars, and promises to the effect, that said defendants will pay said plaintiffs, and each one of them, such damages, not exceeding in the aggregate Thirty Thousand Dollars (\$30,000.00), as said plaintiffs or any one of them, may suffer, and may be awarded to them, or any one of them, by reason of the continuance, during the pendency of said action, of the acts complained of by said plaintiffs, and, in consideration of the premises, said United States Fidelity & Guaranty Company undertakes on behalf of said defendants, and is bound to said intervenors in the sum of Twenty-five Hundred (\$2500.00) Dollars, and promises to the effect that said defendants will pay to said intervenors, and each of them, such damages, not exceeding in the aggregate Twenty-Five Hundred (\$2500.00) Dollars, as said intervenors, or either of them, may suffer, and may be awarded to them, or any one of them, by reason of the continuance, during the pendency of said action, of the acts complained of by said intervenors.

In Witness Whereof, said United States Fidelity & Guaranty Company has caused these presents to be executed in its behalf by its Attorney-in-Fact, thereunto duly authorized, this Ninth



day of October, 1913.

United States Fidelity & Guaranty Company

By (Signed) C. W. Oesting  
Its Attorney-in-Fact.

(SEAL)

The foregoing undertaking is hereby approved this 9th  
day of October, 1913.

(Signed) T. L. Lewis  
Judge of the Superior Court.

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

Case No. 20096.

Lakeside Farms Mutual Water Co.,  
a corporation, et al, Plaintiffs,  
vs.  
Cuyamaca Water Company, a corpora-  
tion, James A. Murray and Ed Fletcher,  
doing business under the firm name and  
style of Cuyamaca Water Company;  
James Murray and Ed Fletcher, Defendants.

Dept. 2.

UNDERTAKING ON  
RESTRAINING ORDER.

Whereas, the above named plaintiffs have commenced  
an action in the said Superior Court of the State of California  
in and for the said County of San Diego against the above named  
defendants, and has applied for an injunction and restraining  
order in said action against said defendants enjoining and re-  
straining them from the commission of certain acts as in the  
verified complaint filed in said action, more particularly set  
forth and described, and whereas the said Court has granted said  
application for said restraining order upon condition that the  
said plaintiff would furnish a written undertaking with suffi-  
cient sureties to the effect that said plaintiffs will pay to said  
defendants such damages not exceeding the sum of Two Thousand  
Dollars as said defendants shall sustain by reason of said  
restraining order if the Court finally decides that the  
said plaintiffs are not entitled thereto.

NOW THEREFORE, we the undersigned residents of the <sup>County</sup> City  
of San Diego in the consideration of the premises and of the  
issuing of said restraining order and of said restraining order  
becoming effective, do jointly and severally undertake, in the sum



of Two Thousand Dollars, and promise to the effect that in case said restraining order shall issue and become effective, the said plaintiffs will pay to the said defendants the said parties restrained and enjoined, such damages not exceeding the sum of Two Thousand Dollars as said parties may <sup>sustain</sup> ~~restrain~~ by reason of the said restraining order as the said Superior Court finally decides that the said plaintiffs were not entitled thereto.

Dated at San Diego, California, this 25th day of September, 1913.

(Signed) John Johnson, Mr.

(Signed) F. J. Lebert.

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

John Johnson, Jr. and F. J. Lebert, being first duly sworn according to law, each for himself, deposes and says that he is a resident and householder and freeholder within the <sup>County</sup> ~~City~~ of San Diego, State of California, and that is worth the sum specified in the above undertaking, to-wit: the sum of Two Thousand Dollars over and above his just debts and <sup>liabilities</sup> ~~responsibilities~~ exclusive of the property exempt from execution.

(Signed) John Johnson, Jr.

(Signed) F. J. Lebert.

Subscribed and sworn to before me this 25th day of September, 1913.

J. T. Butler, County Clerk of the County of San Diego, State of California, and Ex-Officio Clerk of the Superior Court of the County of San Diego,  
By C. C. S. Duffy, Deputy.

No. 20096.

Dept. No. 2.

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA,  
IN AND FOR THE COUNTY OF SAN DIEGO.

Lakeside Farms Mutual Water Co. )  
et al, )  
Plaintiffs, )  
vs- )  
Cuyamaca Water Company, )  
et al, )  
Defendants. )

A F F I D A V I T  
OF  
Charles H. Lee.

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

Charles H. Lee, being first duly sworn, deposes and says:

That he is a civil and hydraulic engineer; that he was educated for his profession in the University of California, and for eight years last past he has been and is now actively engaged in practicing as such civil and hydraulic engineer; that the greater portion of said time has been devoted by him to the study in the field of surface and underground waters, precipitation, run-off, percolation, evaporation and other related matters in the water sheds of Southern and Central California and New Mexico; and reporting, testifying and advising as an expert civil and hydraulic engineer in relation to such matters.

That he is and, for eight years last past has been, familiar with the water shed of the San Diego River, in the County of San Diego, State of California; and has made a careful examination and study of said water shed, particularly the portion thereof from the junction of Boulder Creek and said river to the old Mission Dam; and that such study and examination included the study of the extent of drainage area, rainfall, run-off, geological formation, soils, surface flows, underground waters and the ~~xxx~~ level and flow thereof, wells, pumping stations, lands, irrigated areas, irrigable areas not now irrigated, evaporation from soil and vegetation and other related matters, and also of the entire storage and diversion works and flume of the defendants herein.



That the channel of the San Diego River from the diverting dam of the San Diego Flume, near the junction of Boulder Creek in said river to the old Mission Dam, passes through a series of basins in the ~~an~~ impervious bed rock formation which are connected by narrow necks and troughs, said basins, necks and troughs being filled with porous sands and gravels.

That the void spaces around the particles of sand and gravel in said basins are completely saturated with water, so that said basins are underground lakes or reservoirs; that the surface of the water in said underground reservoirs stand normally at a depth of from one to three feet below the surface of the channel of said San Diego River, but at points remote from the channel is at a greater depth below the ground surface because the slope of the ground surface rises away from the River.

That the water filling said underground reservoirs is largely derived by absorption from the surface flow in the channel of said San Diego River.

That said flow is derived from the run-off from winter storms on the area tributary to said San Diego River and is torrential in character; that the water gathers rapidly during the ordinary winter storms of general extent forming a large stream which flows with great speed down the channel toward the ocean; that the first flood of the season saturates the sands immediately in contact with the channel and flows on through the basins along said river without completely filling said basins and reaches the Mission Dam in a comparatively short time; that the process of filling the basins is not completed for some time following the passage of the first flood and continues in the more remote portions of the basin until evaporation, which occurs most actively in the summer season, begins to draw on the subterranean supply.

That the underground basins through which the channel of ~~an~~ said river passes derive the greater portion of their supply from the floods which reach and pass over Mission Dam, and said basins are filled simultaneously by these floods and not progressively down

stream.

That in the opinion of this affiant the following statement in the affidavit of F. C. Finkle filed herein, ~~xxx~~ to-wit, "that as the surface water from the rainfall commences to flow, the river Channels from the upper reaches of the water shed fills the upper basin, overflowing through the intermediate troughs from one basin to the other so that during seasons of average or greater than average precipitation, the surface run-off progresses toward the coast percolating downward and laterally, charging the intermediate underground basins and troughs with water and at length the surface stream flows continuously from the upper reaches of the water ahead to the Pacific Ocean", does not correctly state the conditions as they exist, and that the conditions are as hereinabove stated.

That the creation of voids by the proposed pumping from the shallow sands and gravels filling the small basin at the junction of Chocolate Creek with the channel of the San Diego River, will not appreciably decrease the amount of flood water supplied the lower basins, from which plaintiffs herein pump and will not ~~xxx~~ appreciably lower water levels in these lower basins, nor in any way injure said plaintiffs. That the statements contained in said affidavit of F. C. Finkle with reference to the effect of the proposed pumping of defendants on the replenishment of the gravels in the lower basins of said river, are not justified by the facts.

That on the 2nd day of October, 1913, said affiant visited and examined the channel of said river from the junction of Chocolate Creek to and into the El Monte ranch, to the point of rock in said ranch commonly known as "Cape Horn Point", and observed that there was no continuous flow originating from the basin formed by the junction of the river and Chocolate Creek, down to a point near the east boundary of the El Monte Ranch, but did observe that the subsurface flow of not more than 3 miner's inches arose to the surface and appeared in the channel for a short distance about half a mile below Chocolate Creek, there sank into the sand, and appeared again as surface flow about a mile below the junction of Chocolate Creek



with said river, flowing for some distance and sinking before reaching the east boundary of the El Monte Ranch.

That affiant has carefully examined the sands and gravels filling the bottom of said gorge and ascertained the grade of the river channel below the junction of Chocolate Creek; he has ascertained by means of observations and computations, based upon recognized scientific rules and formulae, the amount of the underflow down said gorge and the rate of movement of said underflow; that the amount of underflow thus determined is not greater than six miner's inches flow, and that the rate of movement does not exceed four and one-half feet per day; that the interval of time required for the underflow to pass from the junction of Chocolate Creek to the east line of the El Monte Ranch is at least five and a half years, and to reach the first pumping plant on lands of the plaintiffs in this case, is fifteen and a half years.

That the statements contained in the affidavit of F. C. Finkle filed herein with reference to the movement of the underflow of said river below the Chocolate Creek Basin, and the effect of the interception thereof by the proposed pumping plant of defendants, are not justified by the facts; that affiant has ascertained the amount of water pumped by plaintiffs in this case, from the basins along San Diego River from Chocolate Creek to Mission Dam and found it not to exceed 5500 acre feet per annum or  $7\frac{5}{10}$  cubic feet per second, which is equivalent to 375 miner's inches continuous flow.

That the volume of  $27\frac{6}{10}$  cubic feet of water per second stated in the affidavit of F. C. Finkle herein, as being produced at the present time, by the said pumping plants, is the total capacity of said plants and not the amount continuously pumped.

That the present underflow in said river down said gorge below the junction of Chocolate Creek basin does not supply the greater portion, or any considerable portion of the underflow from which pumping plants in the El Monte Ranch and on other lands of the plaintiffs herein, lower down stream and to the westerly thereof, obtain their supply of water.

Affiant says that any interception of the underflow of said river caused by the operation of the wells now being constructed by the defendants in the bed of the river, near the mouth of Chocolate Canyon, will not immediately, nor at any future time, decrease the amount of water available for present pumping plants at points lower down the river, or take away any part of the amount of water pumped by plaintiffs from the lower riparian lands.

That affiant states that the operation of the pumping plant at the junction of Chocolate Creek and the San Diego River will not immediately affect, nor injure in any way, the pumping of water by plaintiffs from lower riparian land along the San Diego River, nor will there be any appreciable effect upon such pumping at any time in the future.

Affiant says further that the statements contained in the affidavit of F. C. Finkle filed herein that there are approximately 1500 acres of land between Mission Dam and the easterly line of the El Monte Ranch irrigated by means of pumping plants drawing water from the subterranean flow of said river, and that there are approximately 6,000 acres more of agricultural land overlying the plane of saturation between said points, is not correct, but that the total area of bottom lands overlying the plane of saturation including both irrigated and un-irrigated land, is not greater than 5,000 acres.

That the statement in the affidavit of F. C. Finkel filed herein that the season 1911-12 was deficient in the amount of seasonal rainfall, is not correct, but, on the contrary that the seasonal precipitation through said county, according to the United States Weather Bureau records and other records, was substantially normal, being only 3% below the average.

That affiant has examined the records of the flow in San Diego Flume as observed by the United States Geological Survey at points just below the intake of said flume and at the gaging station near Los Chiches creek, and has also examined the records of the Cuyamaca Water Company of water delivered to consumers between said



points and of water diverted in said flume and turned back into said river at waste gates between said points, and from said records has ascertained the amount lost in said flume between said points by evaporation and leakage, and that the estimate of such loss in the affidavit of F. C. Finkle filed herein, is greatly excessive.

That the pumping proposed by the defendants will not reduce the lands of the plaintiffs to a state of aridity or deprive the same of the supply of water necessary for the cultivation of profitable crops, either of the kind now grown thereon, or which may hereafter be cultivated.

That affiant has examined the map ~~xxxxxx~~ attached to the affidavit of F. C. Finkle filed herein, said map being designated in said affidavit as Exhibit "A", and that the location of the pumping plant on the El Monte Ranch as shown on said map and numbered 14, is about 1-3/4 Miles up the valley of the said river from the point where the pumping plant on said ranch is actually located.

(Signed) Charles H. Lee

Subscribed and sworn to before me  
this 5th day of October, 1913.

(Signed) M. Ensminger,  
Notary Public in and for the County  
of San Diego, State of California.

(SEAL)

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF SAN DIEGO.

No. 20096.

Dept. No. 2.

Lakeside Farms Mutual Water Company,  
et al, )  
Plaintiffs, )  
-vs- )  
Cuyamaca Water Company, et al, )  
Defendants. )

A F F I D A V I T  
OF  
J. B. Lippincott.

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

J. B. Lippincott, being first duly sworn, deposes and says:  
That he is a graduate of the University of Kansas and a Civil and Hydraulic Engineer by profession; that he has practiced his profession in the Southwest portion of the United States for twenty-one years last past; that he began his work in California, in San Diego County, for the United States Geological Survey in 1892, living a year in this region; that he personally had charge of and directed the hydrographic work, both surface and underground, of said Geological Survey in California during the period from about 1894 to about 1904; that he has studied and measured the movement and underflow of water in streams in the State of California; that he has been employed on several occasions to study the San Diego River; that he was Supervising Engineer for the United States Reclamation Service for about four years, and for the past seven years has been Assistant Chief Engineer of the Los Angeles Aqueduct. That during the past ten years, affiant has made many studies of underground water in the State of California, particularly in the Southern portion of said state, including said County of San Diego.

That the drainage basin of said San Diego River above Mission Dam may be segregated as follows:



Above Cuyamaca Dam -	12 Sq. Miles.
Above San Diego Flume Diverting Dam	104 " "
Above G. S. Gaging station at Lakeside	208 " "
Above Mission Dam	376 " "

That the upper portion of said drainage basin is the most productive in water crop of any part of San Diego County; that as shown by the gaging records of the United States Geological Survey at Lakeside, and in adjoining areas, in said County of San Diego, said river has a mean annual discharge at that point after deducting the diversion of the San Diego Flume of 24,600 acre feet; that the total mean annual water crop discharged onto the porous lands along said San Diego River, above Mission Dam, is 30,500 acre feet, practically all of which occurs in winter floods, which is equivalent to 2100 miner's inches in continuous flow.

That groups of dry years do occur in this region, the worst of which, for which records exist, was the three seasons 1897-8 to 1899-00 inclusive, when the total stream discharge of said river was about 7% of the mean, or 2135 acre feet, or 210 miner's inches continuous flow. That these dry cycles are preceded and followed by groups of mean or wet seasons, that bring up the average.

That extending from Cape Horn, on the upper river, to the Mission Dam, on the lower river, are large beds of absorbent sands and gravels aggregating in area about 3800 acres, which these flood waters pass over, and in doing so, replenish. That the depth of these absorbent sands and gravels will probably average 60 feet and their total volume is approximately 200,000 acre feet.

That the voids or cavities in said sands and gravels that may contain water are at least one fourth of the mass, or, at least, 50,000 acre feet; that by pumping, the greater portion of this water may be extracted for beneficial uses and by so doing the opportunity is afforded of conserving therein subsequent floods that otherwise would pass on and be wasted in the sea. That

in so far as these underground reservoirs are not being drained by pumping, they are not being utilized, for a purpose of great importance to which they are adapted, to-wit: the regulation of subsequent floods.

That the manner in which these underground reservoirs are filled in as follows:

The larger floods, which supply most of the water, in proceeding from the mountains to the sea, flow with violence and great rapidity down their surface channels, often traveling over 50 miles per day, but the percolating movement of water underground is very slow and usually not over 10 feet per day, or 7/10 of a mile per year. Consequently, these flood waters fill the underground reservoirs from above and laterally and all along their course simultaneously. The down stream under-ground flow is very slow, and usually not over 7/10 of a mile per year, as determined by actual measurement in similar localities in Southern California, and, consequently, the re-charging of the lower underground basins by such under flow movement, is negligible.

That the total area in the basin of said San Diego River, between Cape Horn and the Mission Dam irrigated by pumping is 1355 acres, including lands in the tributary basins of San Vicente and Los Cochee creeks. There are many farms on which this water is very wastefully used. If a depth of three feet of water every year were put on the land so served, it would be ample for the growth of crops. Of this amount one third would again return to the underground water bed so that the net amount lost per acre by evaporation and plant growth would not be over 2 acre feet per acre served each year, or 2710 acre feet for the entire area irrigated in the district; that said amount is less than 10 per cent of the mean annual water supply passing through said valley, after deducting the flume diversions.

As previously stated, the storage capacity of these gravel beds, is very great, and more than sufficient to provide any



deficiency that may exist during the driest period, because, first, the mean annual water crop is over 10 times the reasonable use on these irrigated lands; and, second, the underground storage is over 10 times the necessary annual withdrawals therefrom.

Extractions from the small basin at Chocolate Creek would have no material or appreciable effect on the large and extensive basins on the lower river, because its capacity is but 200 acre feet, or less than one per cent of the total underground storage, and because the underground movement of the water from the upper basin would be too slow to reach the lower basins before subsequent floods would recharge them.

That during the past dry season, 1920 acre feet of the waters of the San Diego River, which is about five times the capacity of the basin at Chocolate Creek, passed over the lands of the plaintiffs and over the Mission Dam.

(Signed) J. B. Lippincott.

~~Subscribed~~

Subscribed and sworn to before me  
this 4th day of October, 1913.

(Signed) M. Ensminger.

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

(SEAL)



IN THE SUPERIOR COURT OF THE COUNTY OF SAN DIEGO.

STATE OF CALIFORNIA.

Case No. 20096

Dept. No. 2.

Lakeside Farms Mutual Water Company, a corporation,  
San Diego Securities Company, A corporation,  
Fenton-Sumption-Barnes Company, a corporation,  
F. & W. Thum Company, a corporation, John Johnston, Jr.  
Dell H. Johnston, E. W. Scripps, Mackie H. Scripps,  
John H. Gay, Jr., Hugo Thum, William R. Rogers,  
Walter H. Dupee, J. T. Ireys, James Ballantyne,  
Chas. A. Chase, H. W. Chase, Theron P. Griffith,  
Omer C. Thompson, F. J. Lebert, George J. Bach,  
Fannie M. McKoon, Henry M. McKoon, T. L. Barnes,  
Grover E. Philbrook, J. L. Williams, Lewis Kirk-  
patrick, Delmar Stacy, Anna Jane Brockway,  
G. T. Drinkwater, Jessica Clay Drinkwater,  
A. E. Langdon, James A. Chesley, William McClain,  
Ella B. Downey, Louis J. Melville, A. E. Pratt,  
J. W. Fetters, Ira N. Philbrook, Morris Philbrook,  
W. J. Oppenheimer, Mildred Oppenheimer, Joseph  
Schiller, Josiah Starriett, Mary E. Starriett,  
D. H. Ehlers, T. W. Donahoe, Alice Donahoo,  
J. H. Beadle, Mrs. J. H. Beadle, J. W. Haworth,  
Lida E. Haworth, Maude R. Stroup, G. W. Taylor,  
Jacob Fisher, Byron A. Ash, Martin Peterson, Ida R.  
Peterson, Oscar F. Breesee, Mildred S. Breesee,  
M. W. Learn,

Plaintiffs

-vs-

Cuyamaca Water Company, a corporation;  
James A. Murray and Ed Fletcher, doing  
business under the firm name and style of  
Cuyamaca Water Company, James A. Murray and  
Ed Fletcher

Defendants

COMPLAINT



The said plaintiffs complain and allege as follows:

I.

That they are the owners, respectively, and in the possession, and their and each of their respective grantors and predecessors in interest, for more than five years last past have been the owners and in the possession of the respective tracts of land hereinafter in this paragraph described, and in the undisputed usufructuary right to the use, for the irrigation of said respective tracts of land and premises hereinafter described, and for the benefit and improvement of the soil thereof, for watering stock, for domestic, culinary, sanitary, household, farming and irrigation purposes, all of the natural flow of that certain stream of water situated in said County of San Diego, and known as, and called, the San Diego River, except as in paragraph VIII, herein alleged; that said land described in this paragraph is upon and constitutes the banks and bed of the said San Diego River, and the said San Diego River in its natural course flows by, through, over, beneath, and across, the said lands hereinafter described, and that all and each of the said lands are riparian to the said San Diego River; that the said lands so owned by plaintiffs consist of at least 15,890 acres; that at least 2000 acres of said lands are now being irrigated with water from the said San Diego River, and at least 6100 acres more of said lands are adapted to cultivation and capable of being irrigated with the water from the said San Diego River; that said lands demand and require all of the entire flow of the water of the said San Diego River above, on, and below, the surface thereof for the irrigation thereof; that there is a great amount of other irrigable land along and riparian to the said San Diego River, below the diverting dam hereinafter described, which is entitled to be supplied with water from



said San Diego River.

That all of said land is situated in the County of San Diego, State of California and the ownership of said lands is vested in the said above named respective plaintiffs, as follows:



The deeds to which reference is hereinafter made are recorded in the County Recorder's Office of said County of San Diego, to which reference is hereby made for further particulars.

The said G. J. Bach and F. J. Lebert are the owners, jointly, of that certain ranch known as the "El Monte Ranch", consisting of 4,800 acres, 1500 acres of which are irrigable, and can be irrigated from the waters of the said San Diego River, and 30 acres of which are now being irrigated from the water of the said San Diego River; said land being more particularly described in that certain deed recorded in the office of the County Recorder of said County of San Diego in Book No. 619, at page 124, et seq. of Deeds.

The said A. E. Pratt is the owner of 37 acres, said land being more particularly described in that certain deed recorded in Book No. 577, at page 195, et seq.

The said Louis J. Melville is the owner of 25 acres, said land being more particularly described in that certain deed recorded in Book No. 434, at page 471, et seq. of Deeds.

That said John H. Gay, Jr., is the owner of 68-26/100 acres, said land being more particularly described in those certain deeds; one recorded in Book No. 456, at page 359, et seq., and one in book No. 491, at page 259, et seq. of Deeds.

The said J. T. Ireys is the owner of 517 acres, said land being more particularly described in that certain deed recorded in Book No. 617, at page 304, of deeds.

The said J. W. Fetters is the owner of 18-19/100 acres, said land being more particularly described in that certain deed recorded in Book No. 830, at page 13, et seq.



of Deeds.

The said J. W. Haworth and Lida E. Haworth are the owners of 20 acres, said land being more particularly described in that certain deed recorded in Book No. 599 at page 204, et seq. of Deeds.

The said Hugo Thum is the owner of 116-14/100 acres, said land being more particularly described in that certain deed recorded in Book No. 475, at page 333, et seq. of Deeds.

The said Hugo Thum is also the owner of 33-51/100 acres, said land being more particularly described in that certain deed recorded in Book No. 480, at page 175, et seq. of Deeds.

The said J. L. Williams is the owner of 10-50/100 acres, said land being more particularly described in that certain deed recorded in Book No. 580, at page 310, et seq. of Deeds.

The said Grover E. Philbrook is the owner of 10.5 acres, said land being more particularly described in the following deed; recorded in Book 420, at page 486, et seq.

The said Lewis Kirkpatrick is the owner of 11 acres, said land being more particularly described in that certain deed recorded in Book No. 410, at page 280, et seq. of Deeds.

The said Byron A. Ash is the owner of 5-50/100 acres, said land being more particularly described in that certain deed recorded in Book No. 603, at page 410, et seq. of Deeds.

The said Oscar Bræsee and Mildred Bræsee are the owners of 25-79/100 acres, said land being more particularly described in that certain deed recorded in Book No. 603, at page 346, et seq. of Deeds.



That said Jane Brockway is the owner of 6-7/100 acres, said land being more particularly described in that certain deed recorded in Book No. 536, at page 73, et seq. of Deeds.

The said I. M. Philbrook is the owner of 17.78 acres, said land being more particularly described according to the following deeds; one recorded in Book No. 587, at page 339, et seq., and one recorded in Book No. 540, at page 130, et seq. of Deeds; and one recorded in Book No. 474 at page 335 et seq. of Deeds.

The said T. W. Donahoo and Alice J. Donahoo are the owners of 3 acres, said land being more particularly described in that certain deed recorded in Book No. 581, at page 158, et seq. of Deeds.



The said T. L. Earnes is the owner of 46 81/100 acres, said land being more particularly described in the following deeds: one recorded in Book No. 506, at page 353, et. seq. of Deeds; one recorded in Book No. 574, at page 176. et. seq. of Deeds, and one recorded in Book No. 507, at page 359, et seq. of Deeds.

The said Martin Peterson and Ida R. Peterson are the owners of 7 50/100 acres, said land being more particularly described in that certain deed recorded in Book No. 609, at page 364, et seq. of Deeds.

The said Joseph Schiller is the owner of 9 74/100 acres, said land being more particularly described in that certain deed recorded in Book No. 581, at page 398, et seq. of Deeds.

The said Josiah Starriett and Mary E. Starriett are the owners of 32 acres, said land being more particularly described in that certain deed recorded in Book No. 467, at page 380, et. seq. of Deeds.

The said Diederich H. Ehlers is the owner of 16 acres, said land being more particularly described in that certain deed recorded in Book No. 564, at page 25, et/ seq. of Deeds.

The said Mrs. J. H. Beadle, whose given name is Isabell, is the owner of 23.37 acres, said land being more particularly described in the following deeds: one recorded in Book No. 216, at page 396, et. seq. of Deeds, and one recorded in Book No. 372, at page 274, et. seq. of Deeds, and one recorded in Book No. 333, at page 468, et. seq. of Deeds.

The said G. W. Taylor is the owner of 8 4/10 acres, said land being more particularly described in that certain deed recorded in Book No. 490, at page 446, et. seq. of Deeds.

The said O. C. Thompson and T. P. Griffith are the owners of 1280 acres, said land being more particularly described in that certain deed recorded in Book No. 472, at page 197, et. seq. of Deeds.



The said Henry T. Learn is the owner of 63 64/100 acres, said land being more particularly described in that certain deed recorded in Book No. 453, at page 185, et. seq. of Deeds.

The said G. T. Drinkwater and Jessica Clay Drinkwater are the owners of 30 50/100 acres, said land being more particularly described in that certain deed recorded in Book No. 503, at page 333, et. seq. of Deeds.

The said Fannie M. McKoon and Henry M. McKoon are the owners of Lot 7, Fanita Rancho, according to Map No. 790, filed in the Recorders office of said San Diego County, except the east 30 feet thereof, containing 102 30/100 acres, said land being more particularly described in that certain deed recorded in Book No. 336, at page 138, et. seq. of Deeds.

The said Albert E. Langdon is the owner of 17 3/100 acres, said land being more particularly described in that certain deed recorded in Book No. 468, at page 134, et. seq. of Deeds.

The said William McClain is the owner of 32 acres, said land being more particularly described in that certain deed recorded in Book No. 344 at page 467, et. seq. of Deeds.

The said James A. Chesley is the owner of 303 acres, said land being more particularly described in that certain deed recorded in Book No. 481, at page 313, et. seq. of Deeds.

The said James Ballabtyne is the owner of 200 acres, said land being more particularly described in those certain deeds recorded, one in Book No. 499, at page 474, et. seq., one in Book No. 483, page 195, et. seq., one in book No. 336, at page 236, et. seq., one in Book No. 375, at page 118, et seq., one in Book No. 469, at page 59, et. seq., and one in Book No. 420, at page 166, et seq. of Deeds.



The said Walter A. Dupee is the owner of 467 44/100 acres, said land being more particularly described in that certain deed recorded in Book No. 609, at page 378, et. seq. of Deeds.

The said F. & W. Thum Company is the owner of 300 acres, said land being more particularly described in that certain deed recorded in Book No. 392, at page 176, et. seq. of Deeds.

The said Nackie H. Scripps is the owner of 6,735 acres, said land being more particularly described in that certain deed recorded in Book No. 424, at page 10, et. seq. of Deeds.

The said Charles A. Chase is the owner of 230 acres, said land being more particularly described in that certain deed recorded in Book No. 454, at page 404, et. seq. of Deeds.

The said H. W. Chase is the owner of 30 acres, being Lots 83 and 84 of Tract D of El Cajon Rancho, in said San Diego County.

The said William R. Rogers is the owner of 10 acres, said land being more particularly described in that certain deed recorded in Book No. 508, at page 342, et. seq. of Deeds.

The said Maude Stroup owns as her separate property the west 20 acres of the land described in and conveyed by the deed to the San Diego Securities Company, recorded in Book 590, at page 498, et seq. of Deeds.

The said Lakeside Farms Mutual Water Company owns Lot No. 106, containing five acres, and one acre of the westerly side of Lot No. 121, in Lakeside Subdivision of Farms, Tract B El Cajon Rancho, in said County, together with the right to pump therefrom and from many other Lots in said Subdivision, and distribute, 300 minere inches of water from said San Diego River.

The said Dell H. Johnston is the owner of 300 acres, said land being more particularly described in that certain mortgage, recorded in Book No. 164 of Mortgages, at page 351, et. seq.



The said Ella B. Downey is the owner of 13 acres, said land being more particularly described in that certain deed recorded in Book No. 580, at page 321, et. seq. of Deeds.

The said Morris Philbrook is the owner of 50 acres, said land being more particularly described in the following deeds: one deed recorded in Book No. 439, at page 193, et seq. of Deeds; one deed recorded in Book No. 326, at page 15 et seq. of Deeds; and one recorded in Book No. 371, at page 402, et seq. of Deeds.

The said San Diego Securities Company is the holder of the legal title to the east 46 acres of the lands described in and conveyed to it by deed of Will J. and Delia A. Stevens and J. C. and Ella S. Hartley, recorded in Book No. 590 of Deeds, at page 498, et. seq., of the records of said San Diego County; and said plaintiff, Delmar Stacy, is the purchaser under contract of said land and will be entitled to a conveyance thereof upon full performace of said contract on his part.



That on the said lands plaintiffs are growing, and for many years have been accustomed to grow, vegetables, orchards, vines, grain, alfalfa and other crops; that plaintiffs have expended large sums of money in erecting pumping plants for the purpose of taking water from the said San Diego River for the proper irrigation of their said lands; that plaintiffs have regularly and annually for many years last past so irrigated said lands and the crops, vines, orchards and other crops growing thereon with water taken from the said San Diego River; that said regular and annual irrigation of said lands has caused said lands to be productive and that said lands are now producing, and for many years have been accustomed to produce, profitable crops, fruits, grain, alfalfa and other products, and that said lands are now of great value; that without such irrigation said lands would have been, and would now be, of little or no value; that because said lands are capable of irrigation from the said River, and have been and are being regularly irrigated, and can be so irrigated from said River, they are much more valuable than they would otherwise have been had they not been capable of such irrigation, and had there not been water readily obtainable from said River for such irrigation.

That the said James Ballantyne and his family, William McClain and his family, Lewis Kirkpatrick, G. W. Taylor and his family, H. W. Chase and his family, Morris Philbrook and his family, T. W. Donahoe and his family, Louis J. Melville and his family, J. W. Feters and his family, Josiah Starriett and his family, J. C. Brockway and his family, and many other families and persons who are tenants and employees of said plaintiffs, are living upon said lands, and their only source of water supply is from the said San Diego River, and all of them need, and are using and depending upon said water, for domestic, culinary, sanitary and household uses, and for the watering of stock.



-III-

That the said plaintiffs intend, and each of said plaintiffs intends, and will regularly and annually hereafter continue to pump and take water from said river, and hereafter irrigate their said crops, until deprived of said water, and if they are deprived of said water, or any material portion thereof, they will be unable to irrigate said crops and lands, and by reason thereof such crops and lands will be irreparably damaged and injured.

IV.

That the said San Diego River is, and from time immemorial has been a natural stream or water course of over forty miles in length, extending from the Cuyamaca Mountains on the east to the Pacific Ocean on the west, all in the said County of San Diego; that the source of said San Diego River and its branches and tributaries are in the said County of San Diego, and said San Diego River is dependent for its source of water supply upon the rain fall in said County of San Diego; that the climate where plaintiff's above described lands are situated is a very dry one and subject to long periods of drouth; that from the year 1897 to the year 1904 there was a series of dry years in said San Diego County, and there was very little rain fall in or upon said watershed of said river from the said year 1897 to the said year 1904; that the said County of San Diego is subject to drouths and dry years; that the year 1912 was a dry year; that the year 1913 is a dry year, and that there has not been the usual and accustomed amount of rain fall in said County of San Diego during the year 1912, or in the said year 1913; that the natural rain fall upon said lands is very slight; that as a result thereof, unless irrigated otherwise than



by the natural rain fall said lands are unfit for cultivation and pasturage; that the soil of said land is, however, fertile and by irrigation is being and can be rendered very productive; that the water which has been, is now, and can be taken from the said San Diego River has caused, is causing, and will cause said lands to yield increased crops of grass, hay, grain, alfalfa and other products, and has largely increased the value of said lands, and has caused, and is causing and will cause the same to produce large crops of grass, grain, alfalfa and other products; that without such water, and all thereof, said lands would have produced little or no grass, grain, alfalfa or other crops;

V.

That about twelve miles above the most easterly parcel of the lands of said plaintiffs, at a point just below where Boulder Creek empties into the San Diego River, there is now in place on and across the bed of said San Diego River, a masonry diverting dam, which was erected and constructed about the year 1888 by the San Diego Flume Company.

VI.

The plaintiffs allege that these defendants, well knowing the premises and with the intent of injuring the plaintiffs, and each of them, are wrongfully, and without any right, and without the consent of these plaintiffs, or any of them, and against the written and oral protests and objections of each one of these plaintiffs, engaged in digging and excavating for the construction, erection, and placing of a system of water works and pumping plants above plaintiff's said lands on the said San Diego River, at a point where Chocolate Creek empties into the



said San Diego River, located about two miles above the extreme easterly parcel of plaintiff's above described lands, and at other points thereon, all of which points are in the bed of the said San Diego River and above all the lands of said plaintiffs on said San Diego River and below the said diverting dam, and said defendants are installing, and are about to install, at said points in said San Diego River powerful machinery and pumps, with the avowed and declared intention and for the purpose of arresting, taking and diverting, and unless restrained by order of this Court, the said defendants will take, arrest, and divert a great part of the waters of said San Diego River, upon which plaintiffs are depending for their source of supply, and that said defendants threaten, intend, and expect to, and unless restrained by order of this Court they will thereby, and by other means, prevent said water from flowing into its accustomed channel to, over, upon, across, and underneath, the said respective lands of said plaintiffs, and will arrest, take and divert continually hereafter a great quantity of said water and carry and conduct the same, by means of pipes, flumes, conduits, and other means, away from said point, or points, of diversion, and from the water shed of the said San Diego River, to other points far from and beyond the water shed of the said San Diego River, and there will sell and dispose of the same as an article of merchandise and commerce, and prevent the same, and every part thereof, from ever returning to the said San Diego River, or to its water shed or to any of the lands of the said plaintiffs, or to any part thereof.



VII.

That the said San Diego River affords and is the only source of supply of water by which the said lands of the said plaintiffs, and each of them can be irrigated; that the water which the said plaintiffs allege will be so taken and diverted by the said defendants from the said water-shed of the said San Diego River, and which would, but for such taking and diverting of the said water, by the said defendants, flow in its natural channel to, along, by, through, over, upon and underneath, the said lands of the said plaintiffs, and each one of them; that by the said wrongful taking and diverting, by said defendants, of said water, the said plaintiffs, and each one of them, will be deprived of the natural flow of the water of the said San Diego River to, by, through, over, upon and underneath, their said respective lands, and the respective lands of each one of them, and of the use of said water for stock, domestic, culinary, farming, agricultural and irrigation purposes, and for all other purposes for which the owners of the lands on the bank of the natural stream may use the water thereof, and plaintiff will thereby be deprived of the crops, pasture, and food which might otherwise be raised or produced on said lands, and of the water with which to irrigate said lands; that said lands will thereby depreciate in value, and that the injury caused these plaintiffs, and each one of them, will be great and irreparable; that the said plaintiffs are, and each one of said plaintiffs is, without any plain, speedy or adequate, or any remedy or relief at law herein; that the claim of defendants to such water is without right, and that defendants have not any right, title or interest in or to the said water in the said San Diego River, or to



take or divert the same, or any part thereof below said diverting dam.

That by reason of said acts of the said defendants, the said plaintiffs, and each one of them will sustain great and irreparable injury.

VIII.

That not only have the said defendants avowed and declared their intention of arresting, taking and diverting the water from the said San Diego River, at said points as above set forth, but they have actually commenced, since the 20th day of September, 1913, wrongfully and without any right, and without the knowledge and consent of these plaintiffs, or of any one of them, to arrest, take and divert water from the said San Diego River, at a point within five hundred feet below the said diverting dam, by means of a portable pumping plant, and are now engaged, wrongfully, and without the consent of these plaintiffs, or of any one of them, in arresting, taking and diverting about four miners inches of water from the said San Diego River, by such means, with the said pumping plant, pipes, flumes, and conduits, away and from the said point of diversion, and from the water-shed of the said San Diego River, to other points far from and beyond the water-shed of the said San Diego River, and are there selling and disposing of the same as an article of merchandise and commerce, and are preventing the same, and every part thereof, from returning to the said San Diego River, or to its water-shed, or to any of the lands of the said plaintiffs, or to any part thereof, and will continue to do so, unless restrained by the order of this Court, to the great and irreparable injury and damage of ~~these~~ plaintiffs and of each one of them.



That up to the 30th day of September, 1913, the said plaintiffs have been in the peaceable possession of the flow of the waters of the said San Diego River; that since said time the said plaintiffs have been deprived of the flow thereof by the wrongful diversion of such flow by said defendants, by means of said pumping plant, at said point within five hundred feet of the said diverting dam, as above alleged.

IX.

That said F. & W. Thum Company is a corporation organized and existing under and by virtue of the laws of the State of California with its principal place of business in the said County of San Diego.

X.

That said San Diego Securities Company is a corporation organized and existing under and by virtue of the laws of the State of California with its principal place of business in the said County of San Diego.

XI.

That said Fenton, Sumption and Barnes Company is a corporation organized and existing under and by virtue of the laws of the State of California with its principal place of business in the said County of San Diego.

XII.

That said Lakeside Farms Mutual Water Company is a corporation organized and existing under and by virtue of the laws of the State of California with its principal place of business in the said County of San Diego.

XIII.

That said Cuyamaca Water Company is a corporation organized and existing under and by virtue of the laws of the State of California with its principal place of business in the said County of San Diego.



XIV.

That said W. J. Oppenheimer is the husband of said Mildred Oppenheimer; said E. W. Scripps is the husband of said Mackie H. Scripps; said John J. Johnston, Jr., is the husband of said Dell H. Johnston; said James L. Stroup is the husband of Maude R. Stroup; said J. C. Brockway is the husband of said Anna Jane Brockway.

XV.

That the said James A. Murray and Ed Fletcher are co-partners, doing business under the firm name and style of the Cuyamaca Water Company, in the said County of San Diego, State of California.



WHEREFORE, Plaintiffs pray, that pending the trial and final determination of this action, an order issue out of this Court restraining and prohibiting the defendants, and their agents, servants, and employees, and all other persons acting in their aid, or assistance, or in privity with them, from taking, or diverting from the said San Diego River, or any of its channels or tributaries below the said diverting dam so erected by the San Diego Flume Company. by machinery, pumps, pipes, flumes, conduits, or any other means constructed or used, or intended to be used, by the said defendants, for that purpose, any of the said water of the said San Diego River naturally flowing therein, either on or above the surface of the bed of the said San Diego River, or from the sands or gravels of the bed of the said San Diego River, above the said plaintiff's lands, or above the land of any of them, on said River; and below the said diverting dam so erected by the said San Diego Flume Company; that upon the final hearing and determination of this action, defendants be perpetually enjoined and restrained from doing or permitting any of the acts or things above mentioned, and that the said defendants, their agents and employees, and all persons acting in their aid or assistance, or in privity with them, be perpetually enjoined and restrained from taking, diverting, obstructing or interfering with, in any way, or at any point, the natural flow of the water of said River down to, along, by, through, over, or underneath, the said plaintiff's lands, or the lands of any one of said plaintiffs, or any part or portion thereof.



That it be adjudged and decreed that the said defendants have no right to take water from the said San Diego River above any of the said plaintiffs' lands and below the said diverting dam, and to divert the same to any point beyond the water-shed of the said San Diego River, and that the said defendants have no right, title, interest or estate, in or to any of the water of the said San Diego River below the said diverting dam, and that the rights of the said plaintiffs, and of each one of them, to take, receive, and use, water from the said San Diego River be quieted against the said defendants.

That it be further adjudged and decreed that the plaintiffs' said land is riparian land upon the said San Diego River, and that the said plaintiffs, and each one of them, are the owners of riparian rights upon said San Diego River, and that the said defendants be forever enjoined and debarred from asserting any claim whatever thereto, or from molesting, disturbing, or interfering with the said riparian rights of the said plaintiffs.

Plaintiffs further pray judgment for costs incurred herein, and for such other and further relief as may seem just and equitable.

(Signed) J. N. Huntsberger  
Doolittle & Morrison  
Attorneys for Plaintiffs.



State of California)  
County of San Diego) ss.

F. J. Lebert

Being duly sworn

says: That he is one of the Plaintiffs in the above  
entitled action; that he has heard read the foregoing  
Complaint and knows the contents thereof; that the same  
is true of his own knowledge, except as to those matters  
which are therein stated on his information or belief,  
and as to those matters that he believes it to be true.

(Signed) F. J. Lebert

Subscribed and Sworn to before me this 25th  
day of September, 1913

(Signed) H. E. Doolittle  
Notary Public in and for the County of  
San Diego, State of California.

S E A L



IN THE SUPERIOR COURT OF THE COUNTY OF SAN DIEGO  
STATE OF CALIFORNIA.

Case No. 20096

Dept. No. 2

Lakeside Farms Mutual Water Company, a corporation,  
San Diego Securities Company, a corporation,  
Fenton-Sumption-Barnes Company, a corporation,  
F & W. Thum Company, a corporation, John Johnston, Jr.,  
Dell H. Johnston, E. W. Scripps, Mackie H. Scripps,  
John H. Gay, Jr., Hugh Thum, William R. Rogers,  
Walter H. Dupee, J. T. Ireys, James Ballantyne,  
Chas. A. Chase, H. W. Chase, Theron P. Griffith,  
Omer C. Thompson, F. J. Lebert, George J. Bach,  
Fannie M. McKoon, Henry M. McKoon, T. L. Earnes,  
Grover E. Philbrook, J. L. Williams, Lewis Kirk-  
patrick, Delmar Stacy, Anna Jane Brockway,  
G. T. Drinkwater, Jessica Clay Drinkwater,  
A. E. Langdon, James A. Chesley, William McClain,  
Ella B. Downey, Louis J. Melville, A. E. Pratt,  
J.W. Fetters, Ira M. Philbrook, Morris Philbrook,  
W. J. Oppenheimer, Mildred Oppenheimer, Joseph  
Schiller, Josiah Starriett, Mary E. Starriett,  
D. H. Ehlers, T. W. Donahoo, Alice Donahoo,  
J. H. Beadle, Mrs. J. H. Beadle, J. W. Haworth,  
Lida E. Haworth, Maude R. Stroup, G. W. Taylor,  
Jacob Fisher, Byron A. Ash, Martin Peterson,  
Ida R. Peterson, Oscar F. Bresee, Mildred S. Bresee,  
H. W. Learn,

Plaintiffs,

-vs-

Cuyamaca Water Company, a corporation,  
James A. Murray and Ed Fletcher, doing  
business under the firm name and style of  
Cuyamaca Water Company, James A. Murray and  
Ed Fletcher,

Defendants.

ORDER TO SHOW CAUSE IN RESTRAINING ORDER.



The plaintiffs in the above entitled action having commenced an action in the superior Court of the County of San Diego, State of California, against the said defendants requiring them to refrain from certain acts in the complaint in said action, and hereinafter more particularly mentioned.

Now on reading the complaint in said action, duly verified by the oath of one of the said plaintiffs, as provided by law, and it satisfactorily appearing to me therefrom, that there are sufficient grounds for granting an order to show cause why an injunction should not be granted.

IT IS THEREFORE ORDERED, that said defendants, Cuyamaca Water Company, James A. Murray and Ed Fletcher, co-partners doing business under the firm name and style of the CUYAMACA WATER COMPANY, and the said James A. Murray and Ed Fletcher appearing before me at the County Court House of the County of San Diego, in the City of San Diego, County of San Diego, State of California, on the 2nd day of October, 1913, at 10 o'clock A.M. of that day, to show cause, if any they have, why they should not be perpetually enjoined and restrained from taking or diverting from the San Diego River, or any of its channels or tributaries below the diverting dam now in place on and across the bed of the said San Diego River, which was erected and constructed about the year 1888 by the San Diego Flume Company, and is erected about twelve miles above the most easterly parcel of the lands of said plaintiffs described in said complaint, at a point just below the point where Boulder Creek empties into the said San Diego River, by machinery, pumps, pipes,



flumes, conduits, or any other means constructed or used, or intended to be used by said defendants for that purpose, any of the water in the San Diego River naturally flowing therein, either on or above the surface of the bed of said San Diego River, or below the surface of the bed of the said San Diego River, or from the sands or gravel of the bed of the said San Diego River above the plaintiff's lands, or above the land of any one of them on said river described in said complaint.

IT IS FURTHER ORDERED, that said defendants, the Cuyamaca Water Company, James A. Murray, and Ed Fletcher, as co-partners doing business under the firm name and style of "CUYAMACA WATER COMPANY" and the said James A. Murray and Ed Fletcher, their, and each of their servants, agents, and all others acting in aid or assistance of said defendants do absolutely desist and refrain from taking or diverting from the San Diego River, or any of its channels or tributaries below the diverting dam now in place on and across the bed of the said San Diego River, which was erected and constructed about the year 1888 by the San Diego Flume Company, and is erected about twelve miles above the most easterly parcel of the lands of said plaintiffs described in said complaint, at a point just below the point where Boulder Creek empties into the said San Diego River, by machinery, pumps, pipes, flumes, conduits, or any other means constructed or used, or intended to be used by said defendants for that purpose, any of the water in the San Diego River naturally flowing therein, either on or above the surface of the bed of said San Diego River, or below the surface of the bed of the said San Diego River, or from the sands or gravel of the bed of the said San Diego River above the plaintiff's lands, or above the land of any one of them on said river described in said complaint, until the further order of the court herein. The Plaintiffs are hereby required to furnish a written un-



dertaking with sufficient surities to the effect that they will pay to the said defendant such damages not exceeding the sum of two thousand dollars as the said defendants may sustain by reason of the above restraining order if the court finally decides that the applicant the said plaintiffs, are not entitled thereto, This order to be of no effect until said undertaking be given. Done in open court this 25th day of September, 1913.

(Signed)

T. L. Lewis

Judge of the Superior Court



IN THE SUPERIOR COURT OF THE COUNTY OF SAN DIEGO

STATE OF CALIFORNIA.

Case No. 20096

Dept. No. 2

Lakeside Farms Mutual Water Company, a corporation,  
 San Diego Securities Company, a corporation  
 Fenton-Sumption-Barnes Company, a corporation  
 F. & W. Thum Company, a corporation, John  
 Johnston, Jr., Dell H. Johnston, E. W. Scripps,  
 Mackie H. Scripps, John H. Gay, Jr., Hugo Thumys,  
 William R. Rogers, Walter H. Dupee, J. T. Ireys,  
 James Ballantyne, Chas. A. Chase, H. W. Chase,  
 Theron P. Griffith, Omer C. Thompson, F. J.  
 Lebert, George J. Bach, Fannie M. McKoon,  
 Henry M. McKoon, T. L. Barnes, Grover E.  
 Philbrook, J. L. Williams, Lewis Kirkpatrick,  
 Delmar Stacy, Anna Jane Brockway, G. T.  
 Drinkwater, Jessica Clay Drinkwater, A. E.  
 Langdon, James A. Chesley, William McClain,  
 Ella B. Downey, Louis J. Melville, A. E.  
 Pratt, J. W. Fetters, Ira M. Philbrook,  
 Morris Philbrook, W. J. Oppenheimer, Mildred  
 Oppenheimer, Joseph Schiller, Josiah Starriett  
 Mary E. Starriett, D. H. Ehlers, T. W. Donahoo,  
 Alice Donahoo, Mrs. J. H. Beadle, J. H. Beadle,  
 J. W. Haworth, Lida E. Haworth, Maude R. Stroup,  
 C. W. Taylor, Jacob Fisher, Byron A. Ash,  
 Martin Paterson, Ida R. Paterson, Oscar F. Bresee,  
 Mildred S. Bresee, H. W. Learn

Plaintiffs,

vs.

Cuyamaca Water Company, a corporation;  
 James A. Murray and Ed Fletcher, doing  
 business under the firm name and style  
 of Cuyamaca Water Company, James A.  
 Murray and Ed Fletcher,

Defendants.

Action brought  
 in the Superior  
 Court of the  
 State of Calif-  
 ornia, in and  
 for the County  
 of San Diego,  
 and the com-  
 plaint filed in  
 said County of  
 San Diego, in  
 the office of  
 the Clerk of  
 the Superior  
 Court.

THE PEOPLE OF THE STATE OF CALIFORNIA SEND GREETINGS TO:

Cuyamaca Water Company, a corporation; James A. Murray and Ed  
 Fletcher, doing business under the firm name and style of  
 Cuyamaca Water Company, James A. Murray and Ed Fletcher,

Defendants.

YOU ARE HEREBY DIRECTED TO APPEAR and answer to a com-  
 plaint in an action entitled as above, brought against you in  
 the Superior Court of the County of San Diego, State of Cali-  
 fornia, within ten days after the service on you of this summons--



if served withon this County; or within thirty days if served elsewhere.

And you are hereby notified that unless you appear and answer as above required the said plaintiffs will take judgment for any money or damages demanded in the complaint, as arising upon contract or they will apply to the Court for any other relief demanded in the complaint.

Given under my hand and the seal of the Superior Court of the County of San Diego, State of California, this 25th day of September A. D. 1913.

J. T. Butler,

Clerk

(SEAL)



Complaint

#2096 Sept 2 San Diego

Shirley Farnsworth

W. L. C.

U.S.

Empire State Bldg.

9/25/1913



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AMENDED COMPLAINT

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IN THE SUPERIOR COURT OF THE COUNTY OF SAN DIEGO,  
STATE OF CALIFORNIA.

Case No. 20096. Dept. No. 2.

Lakeside Farms Mutual Water Company, a corporation,  
Fenton-Sumpton-Barnes Company, a corporation,  
F. & W. Thum Company, a corporation, John Johnston, Jr.,  
Dell H. Johnston, E. W. Scripps, Mackie H. Scripps,  
John H. Gay, Jr., Hugo Thum, William R. Rogers,  
Walter H. Dupree, J. T. Ireys, James Ballantyne,  
Chas. A. Chase, Theron P. Griffith, Omer C. Thompson,  
F. J. Lebert, George J. Bach, Harry Timkin, Fannie  
M. McKoon, Henry M. McKoon, Hosmer McKoon, T. L.  
Barnes, Henry G. Fenton, Grover E. Philbrook, J. L.  
Williams, Lewis Kirkpatrick, Anna Jane Brockway,  
G. T. Drinkwater, Jessica Clay Drinkwater, A. E.  
Langdon, James A. Chesley, William McClain, Ella  
B. Downey, Louis J. Melville, A. E. Pratt, Ira  
M. Philbrook, Morris Philbrook, Joseph Schiller,  
Josiah Starriett, Mary E. Starriett, D. H. Ehlers,  
T. W. Donahoe, Alice Donahoe, J. H. Beadle, Mrs.  
J. H. Beadle, J. W. Haworth, Lida E. Haworth, Maude  
R. Stroup, G. W. Taylor, Byron A. Ash, Martin  
Petersen, Ida R. Petersen, Oscar F. Bresee,  
Mildred S. Bresee, H. W. Learn, James L. Stroup and  
J. C. Brockway,

Plaintiffs,

-vs-

Cuyamaca Water Company, a corporation, James A.  
Murray and Ed Fletcher doing business under the  
firm name and style of Cuyamaca Water Company, James  
A. Murray and Ed Fletcher,

Defendants.

AMENDED COMPLAINT



1 The said plaintiffs complain, and for their amended  
2 complaint allege as follows :

3 1. That they are the owners respectively, and in the  
4 possession, and their, and each of their grantors and pre-  
5 decessors in interest, for more than five years last past,  
6 have been the owners and in the possession of the respective  
7 tracts of land hereinafter in this paragraph described, and  
8 in the undisputed usufructuary right, to the use for the  
9 irrigation of said respective tracts of land and premises  
10 hereinafter described, and for the benefit and improvement  
11 of the soil thereof, and for domestic, culinary, sanitary,  
12 and household use, and for the uses of watering stock, and  
13 for farming and irrigation purposes, of all the natural flow  
14 of that certain stream of water situated in the said County  
15 of San Diego, and known as, and called the "SAN DIEGO RIVER"  
16 except as in paragraph XIV hereinafter alleged.

17 That the said San Diego River is, and from time immemorial  
18 has been a natural stream or watercourse of over forty miles  
19 in length, which has its source in the Cuyamaca Mountains;  
20 that the said San Diego River and its branches and tributaries  
21 are all in the said County of San Diego, and the said river  
22 flows and always has flowed from its said source in a general  
23 westerly direction, but with numerous turnings and meanderings  
24 into the Pacific Ocean; that the said San Diego River in its  
25 natural course flows by, through, over, beneath and across the  
26 said lands hereinafter described; that the said lands so owned  
27 by the said plaintiffs, consist of at least 15,890 acres;  
28 that at least 1500 acres of said lands are now being irrigated  
29 with water from said San Diego River, and at least 6000 acres  
30 more of said lands are adapted to cultivation and capable  
31 of being irrigated with the water from the said San Diego  
32 River.

33 That all of said 7500 acres of land of the said plaintiffs

1 are now, and always has been sub-irrigated, moistened and made  
2 productive by the water which naturally flows in the channel of  
3 said river and percolates therefrom through the sand, gravels and  
4 other detrital matter which forms the bed and banks of the said  
5 stream, and which water reaches from the said bed and banks of said  
6 stream through said detrital matter into the sub-soil of the said  
7 irrigable lands of the said plaintiffs; that all of the said irri-  
8 gable lands of the said plaintiffs are susceptible of improvement  
9 by the use of the water underlying said lands, which is water per-  
10 colating from said stream.

11 That the continued and undiminished flow of the water of said  
12 stream is necessary to the maintenance of the water underlying  
13 said irrigable lands, and each piece thereof, so that the same  
14 may be developed, pumped and extracted from said land for the  
15 irrigation and other beneficial purposes upon said lands; that if  
16 the flow of the water in the said stream is diminished, the plane  
17 of saturation in the said lands of the plaintiffs is lowered and  
18 the water obtained by the said plaintiffs must then be elevated  
19 from a greater depth and the cost of pumping the same is increased  
20 with the lowering of said plane of saturation.

21 That the natural flow of water in said stream moistens and  
22 sub-irrigates all of said irrigable lands of the plaintiffs in-  
23 cluding not only the lands which lie immediately adjacent and con-  
24 tiguous to the channel of said stream, but also those lands of the  
25 said plaintiffs which are not immediately adjacent to the channel  
26 of the said stream, but are in the neighborhood of said channel  
27 and are reached by the percolation of water from the stream into  
28 such neighboring lands; that the natural flow of the water in  
29 said stream is a continuing source and cause of benefit and ferti-  
30 lity to the said lands of the plaintiffs, all of which lands are  
31 situated in the watershed of said San Diego River; that the San  
32 Diego River flows on the surface of the channel thereof upon,  
33 through, over and by the said lands of the plaintiffs for a time



1 in each year, varying from a few weeks to a few months, according  
2 to the quantity and distribution of rainfall for the season, and  
3 during the remainder of the year a great portion of the surface of  
4 the said channel of said stream running through and over the said  
5 lands of the said plaintiffs is dry; that said stream has a sub-  
6 surface flow, which, if not prevented by the acts of the said  
7 ~~plaintiffs~~ defendants, or by other artificial means, is perpetual.

8 That the extent of the moistening and sub-irrigation received  
9 by the said lands of the said plaintiffs from the flow of the said  
10 stream, depends upon the quantity of water which descends in said  
11 stream, both on and below the surface of the channel thereof.

12  
13 That if the water which usually descends in the said stream,  
14 either on the surface of said channel or below the surface of  
15 said channel, be diverted and prevented from flowing in its natural  
16 course, as threatened and intended by the said defendants, as here-  
17 inafter alleged, then the quantity of water which seeps from the  
18 said stream into and moistens the said lands of the said plain-  
19 tiffs, and which sub-irrigates the said plaintiffs' said lands,  
20 will be diminished and the elevation of the water plane in the  
21 lands of the said plaintiffs will be lowered, and the said lands  
22 will be and become more arid, and the obtaining of any water from  
23 said stream or out of said lands for use on said lands in the said  
24 watershed of the said San Diego River will be either totally pre-  
25 vented or made more difficult and expensive.

26 That all of the water of the said San Diego River flowing  
27 therein is now and will continue to be useful and necessary for  
28 the moistening, irrigation and productivity of said lands of the  
29 said plaintiffs in the watershed of the said river, and for the  
30 domestic use of the inhabitants of the said watershed.

31 That the said surplus flow of the said San Diego River in  
32 its natural state, charges the sands and gravels in the bed and  
33 along and neighboring to the banks of said river with a supply of

1 water, which, after entering said sands, and gravels, becomes an  
2 underflow moving in the same direction as the surface flow of the  
3 stream and constantly finding its way to the lower levels through  
4 the medium of said sands and gravels.

5 That said San Diego River in its course between the easterly  
6 line of the El Monte Ranch hereinafter described and the Mission  
7 Dam hereinafter described, across the lands of said plaintiffs in  
8 this action, has virtually no surface flow during the irrigating  
9 or dry season of the year.

10 That as the surface water from rainfall commences to flow the  
11 river channel from the upper reaches of the river bed fills the  
12 upper basins overflowing through the immediate troughs from one  
13 basin to the other, so that during a season of average, or greater  
14 than average precipitation the surface runoff progresses toward  
15 the coast, percolating downward and laterally and charging the  
16 immediate underground basins and troughs with water and at length  
17 the surface stream flows continuously from the upper portions of  
18 the watershed to the Pacific Ocean.

19 That the water thus obtained by saturation from the surface  
20 flow produces the underground flow in said stream, which is also  
21 a moving body of water travelling at a lesser acceleration than the  
22 surface flow but moving in the same direction, and within the same  
23 general direction as the surface stream.

24 That the said plaintiffs are, respectively, the owners of all  
25 the water and water-rights which are part and parcel of their said  
26 respective tracts of land hereinafter described by reason of the  
27 situation of the same riparian to the said San Diego River and  
28 are the owners respectively of the right to take and use all the  
29 water of the said San Diego River, which is part and parcel of the  
30 said lands respectively. That the climate, where plaintiffs' said  
31 <sup>lands</sup> are situated, is a very dry one and subject to long period of  
32 drouths.

33 That many years are so deficient in rainfall on the watershed



1 of the San Diego River as to produce but little surface runoff for  
2 replenishing the underground flow of the stream, and by reason  
3 thereof the said underground flow becomes gradually diminished,  
4 and the plane of saturation underlying the lands along the river  
5 becomes much lower from year to year as such periods of drouth oc-  
6 cur; that the said San Diego River is dependent for its source of  
7 water supply upon the rainfall in the said San Diego County.

8 That the most recent extended period of such drouths was the  
9 period of seven years extending from 1898 to 1904, inclusive, and  
10 that during such time the amount of underground water in the bed  
11 of the San Diego River became gradually diminished and the water  
12 level under the land was greatly lowered.

13 That at the present time a much greater demand is made upon  
14 the flow of the river than at any time previous, and there is in  
15 addition to the said 1500 acres or thereabouts of land already ir-  
16 rigated at least 6000 acres more of agricultural land overlying the  
17 plane of saturation and the underflow of said river, belonging to  
18 the said plaintiffs, between the said Mission Dam and upper or  
19 easterly line of the lands of the said plaintiffs, which require  
20 the use of said water in order to make the same productive and  
21 cause crops to grow thereon.

22 That unless irrigated otherwise than by the natural rainfall,  
23 said lands are unfit for cultivation or pasturage; that the soil  
24 of said land is however fertile, and by irrigation is being and  
25 can be rendered very productive.

26 The water which has been, is now, and can be taken from the  
27 said San Diego River has caused, is causing, and will continue to  
28 cause said lands to yield increased crops of grass, hay, grain, al-  
29 falfa, and other products, and has largely increased the value of  
30 said lands, and has caused, and is causing, and will continue to  
31 cause the same to produce large crops of grass, grain, alfalfa, and  
32 other products. That without such water, and all thereof, said  
33 lands would have yielded little or no grass, grain, alfalfa, or  
crops.

1 That the said 1500 acres or more of land now cultivated re-  
2 quire all the underflow of said river which naturally reaches said  
3 land during the irrigation season of each year to maintain it in  
4 the proper and reasonable state of fertility in which said land now  
5 exists. That the seasons of 1911-12, 1912-13 and 1913-14, have been  
6 deficient in the amount and distribution of the seasonable rainfall,  
7 and that as a consequence thereof, the amount of underground water  
8 supply has not been sufficiently replenished during either of said  
9 seasons and has gradually decreased in volume so that at the present  
10 time the level of the underflow along the San Diego River between  
11 the point of the said Mission Dam and the east line of the said El  
12 Monte ranch, which is the easterly line of the lands of the said  
13 plaintiffs in this action, and the various basins along said river  
14 has fallen several feet below the normal level thereof.

15 That in consequence thereof the output of the various pumping  
16 plants and irrigation systems upon said lands of said plaintiffs  
17 have become materially diminished, and that any withdrawal or with-  
18 holding of water from the sands and gravels penetrated by the wells  
19 from which water is being taken on said lands, will further reduce  
20 such output.

21 That upon the occurrence of one or more dry seasons following  
22 the last three dry seasons, the said underground flow of the said  
23 San Diego River will become still further diminished and will be en-  
24 tirely insufficient, even for obtaining a supply to irrigate the  
25 lands already under cultivation, and for the domestic use of the  
26 inhabitants of said lands.

27 That under present conditions the amount of underflow in the  
28 said San Diego River underlying the lands which require the use of  
29 the water thereof for beneficial purposes, is entirely insufficient  
30 to serve said lands so requiring said water to guard against the  
31 contingency of recurring dry seasons when the replenishment of said  
32 underflow is limited in quantity and that said amount of underflow  
33



1 is barely sufficient under present conditions to provide for the  
2 lands already irrigated during a period covering three or more  
3 dry seasons.

4 That said lands demand and require all of the natural flow  
5 of the water of the said San Diego River above, on, and below the  
6 surface thereof for the irrigation thereof; and that there is a  
7 great amount of other irrigable land along and riparian to the said  
8 San Diego River, below the diverting dam hereinafter described,  
9 which is entitled to be supplied with water from the said San Diego  
10 River.

11 Said Mission Dam as described in this Complaint is located  
12 as follows: Being a stone masonry dam located at a point across  
13 the bed of the San Diego River, at a point which is south sixty-  
14 six degrees twenty-seven minutes east one hundred eighty-eight and  
15 seventy-seven hundredths feet from a point, which is north seventy-  
16 three degrees ten minutes east three hundred forty-one and fifty-  
17 six hundredths feet from a point in the exterior line of survey of  
18 the Rancho El Cajon, which last mentioned point is north eight  
19 degrees fifteen minutes west four hundred ninety-two and two-hun-  
20 dredths feet from corner number eight of said Rancho El Cajon.

21 Said point of location of said dam is located in what is known  
22 as Section twenty-five, township fifteen South Range Two West, San  
23 Bernardino Meridian and being in a portion of lot "T", as shown on  
24 the partition Map of the said Rancho El Cajon on file in the office  
25 of the County Clerk of said San Diego County.

26 That all of said land is situated in the county of San Diego,  
27 State of California, and the ownership of said lands is vested in  
28 the said above named respective plaintiffs, as follows:

29 That the said plaintiff, Byron A. Ash, is the owner of the  
30 following described lands, being all of that portion of lot or  
31 block numbered 68 of the El Cajon Valley Company's lands at Lake-  
32 side, lying east of the County Road and the railway right of way  
33 and according to the map of the El Cajon Valley Company's lands

1 numbered 1130, filed in the office of the County Recorder of San  
2 Diego County on the 17th day of April, 1908.

3 That the said plaintiff, Fenton-Sumption-Barnes Company, a cor-  
4 poration, is the owner of all that portion of Tract "B" of the Rancho  
5 El Cajon, according to the partition map thereof made in the action  
6 entitled "Isaac Lankershim et al vs A. M. Crane" in the 18th Judi-  
7 cial District Court of the State of California and described as  
8 follows:

9 Beginning at a stake on the South line of said Tract "B" marked  
10 "P.7", the same being 1850.2 feet South of the North-west corner  
11 thereof marked "P.6" on that certain map entitled Map of Survey of  
12 Partition of "B" ~~and~~ Tract of Rancho El Cajon, made for the James  
13 Phelan Estate by S. L. Ward, July 17, 1902, said map being filed in  
14 the office of the County Recorder of San Diego County July 26, 1902,  
15 131 Licensed Surveyor's Map therein, thence from said point of be-  
16 ginning East on the South line of said Tract "B" 317.2 feet to the  
17 Westerly line of the Right of Way of the San Diego and Southeastern  
18 Railway Company, thence along said Right of Way North 41° 28' East  
19 103.94 feet, thence on a curve to the right, with a radius of  
20 1495.8 feet through an angle of 19° 46' a distance of 516 feet, the  
21 cord of said arc bearing North 51° 41' East 513.5 feet to a point  
22 on the Western edge of Cottonwood road in Lakeside Farms as the same  
23 appears on Map No.1204, filed in the office of the County Recorder  
24 of said San Diego County, September 1, 1909; thence along the  
25 Westerly side of said Cottonwood Road North 5° 35' West 256.6 feet  
26 to an angle in said road, thence North 35° 32' West 203.2 feet to  
27 the Southeasterly corner of that certain tract of land conveyed by  
28 H. D. Williamson at ux to Dell Hale Johnston, October 27th, 1910,  
29 by deed of said date filed in the office of said County Recorder,  
30 October 31st, 1910, said point being at or near the center of the  
31 San Diego River, thence along the Southeasterly line of land so con-  
32 veyed to Johnston South 44° 16' West 924.3 to a point at ~~xxx~~ or  
33 near the center of said San Diego River, thence South 155.2 feet



1 to the point of beginning, containing 7.10 acres, reserving to said  
2 Grantors all the riparian and water rights appurtenant to said lands  
3 with a perpetual right and easement to develop the same on said  
4 lands by putting down the necessary wells and erecting the neces-  
5 sary structures thereon and to carry the water so developed over  
6 and across said lands by ditches, conduits, or pipe lines.

7 Also beginning on the Westerly line of Lot One in Block One  
8 of the Subdivision of Lots "H" and "O" of the Rancho El Cajon ac-  
9 cording to map surveyed for San Francisco Savings Union by Taylor  
10 filed in the office of the County Recorder of said San Diego County  
11 April 2, 1896, at a point on said Westerly line of said Lot 1 where  
12 said Westerly line intersects with the Northwesterly line of the  
13 right of way of San Diego and Cuyamaca Railway, said point being a  
14 four by four inch post in center of a road running Northerly and  
15 Southerly as shown on map of Lots "H" and "O" of Rancho El Cajon,  
16 surveyed for San Francisco Savings Union in June, 1894, thence North  
17 one degree, twenty-seven minutes East eight hundred fiftyseven feet  
18 to center of San Diego River, thence along the center of said river  
19 North seventy-two degrees ten minutes East nine hundred fifty-six  
20 and nine tenths feet, thence continuing along center of said river  
21 North 41° 50' East 920 feet, thence continuing along center of said  
22 river North thirty-eight degrees and thirty minutes East six hundred  
23 forty feet to the Northerly boundary of said Lot One in Block One,  
24 thence along said Northerly boundary East four hundred seventy-four  
25 and eight tenths feet to the Northwesterly boundary of the right of  
26 way of the San Diego and Cuyamaca Railway, thence Southwesterly  
27 along said right of way to place of beginning, containing 23.53  
28 acres and being the Southerly portion of said Lot 1 of said Block  
29 One of said Lots "H" and "O" of Rancho El Cajon.

30 Reserving to grantors right to construct and maintain across  
31 said lands a pipe line or flume for conveyance of water over and  
32 across said lands herein granted. Said right of way for pipe line  
33

1 is five feet wide, two and one-half feet on either side of center  
2 line, said center line being located along the Northerly side of said  
3 San Diego and Cuyamaca Railway Company's right of way and following  
4 same meander courses as said right of way of said Railway over said  
5 lands and distant three feet from said Northerly line of said right  
6 of way.

7 Also reserving to grantors right to protect, if grantees do not  
8 sufficiently do so, from the encroachment of San Diego River, the  
9 west end of the lands hereinbefore granted from center of said San  
10 Diego River to the right of way of said San Diego Cuyamaca Railway.

11 Also <sup>all</sup> that real property situated in the County of San Diego,  
12 State of California, to-wit:

13 Those certain portions of the El Cajon Valley Company's lands,  
14 according to map thereof No. 289, filed in the office of the County  
15 Recorder of said San Diego County December 30th, 1886, bounded and  
16 described as follows:

17 Commencing at a point which is north 78° 09' West 37.31 feet  
18 from a point on the center line of the right of way of the San Diego  
19 & South Eastern Railway (formerly San Diego & Cuyamaca Railway)  
20 which bears South 3° 31' West 216.28 feet from the point of inter-  
21 section of the said center line of the ~~Westerly~~ Northerly line of  
22 Tract Sixty-three (63) of said El Cajon Valley Company's lands,  
23 thence South 3° 31' West 131.86 feet to a point, thence curving to  
24 the right with a radius of 588.1 feet (same bears from the last  
25 described tangent North 71° 06' West) through an angle of 56° 48'  
26 a distance of 583.01 feet to a point (said point being the end of  
27 the last described curve and whose radius bears North 14° 58' West);  
28 thence North 74° 58' West 767.0 feet to a point; thence South  
29 ~~29~~ 84° 42' West 297.63 feet to a point in the Easterly line of  
30 Benedict Avenue, as the same is shown on said map; thence South  
31 9° 24' East along the Easterly line of said Benedict Avenue 189.96  
32 feet to the Northwest corner of the land conveyed by Theodore L.  
33



1 Barnes and Myrta Barnes to H. C. Roche and Maria Roche, his wife,  
2 February 4th, 1911 by deed recorded in Book 514, page 172 of Deeds,  
3 records of said county; thence North  $80^{\circ} 36'$  East along the North-  
4 erly line of said Roche's land 313.38 feet to the Northeast corner  
5 of said land; thence South  $80^{\circ} 24'$  East 199.35 feet; thence South  
6  $71^{\circ} 35'$  East 272.9 feet; thence South  $62^{\circ} 01'$  East 331.50 feet;  
7 thence South  $81^{\circ} 19'$  East 353.5 feet to a point in the Westerly line  
8 of the 100 foot right of way of the San Diego & South Eastern Rail-  
9 way Company (formerly San Diego & Cuyamaca Railway Company) thence  
10 following the Westerly line of the said 100 foot right of way to  
11 the Northwestern corner of said 100 foot right of way; thence  
12 Easterly along the Northerly line of said 100 foot right of way,  
13 50 feet to its intersection with the Westerly line of said right of  
14 way, which is 50 feet wide; thence following the Westerly line of  
15 said right of way which is 50 feet wide in a Northerly direction  
16 to a point which is South  $78^{\circ} 09'$  East 12.05 feet from the point  
17 of commencement; thence North  $78^{\circ} 09'$  West 12.05 feet to the point  
18 of commencement.

19 Also commencing at a point in the Westerly line of Tract One  
20 Hundred Fifty-one (151) of said El Cajon Valley Company's lands,  
21 which is 150 feet Northerly of the most Southerly corner of said  
22 Tract One Hundred Fifty-one (151); thence North along said Westerly  
23 line of said Tract, 128.07 feet; thence North  $82^{\circ} 29'$  East 294.9  
24 feet to a point in the West side line of Benedict Avenue, as the  
25 same is shown on said map; thence South  $9^{\circ} 24'$  East ~~128~~ 126.00 feet;  
26 thence South  $82^{\circ} 29'$  West 294.9 feet to the point of commencement.

27 That the said plaintiff Henry G. Fenton is the owner of the  
28 following described real property, to-wit:

29 All that real property situated in the County of San Diego,  
30 State of California, bounded and described as follows:

31 Those certain portions of the El Cajon Valley Company's lands  
32 according to map thereof No. 289, filed in the office of the County  
33

1 Recorder of said San Diego County December 30th, 1886, bounded and  
2 described as follows:

3 Commencing at a point which is North  $78^{\circ} 09'$  West 37.31 feet  
4 from a point on the center line of the right of way of the San  
5 Diego and South Eastern Railway, formerly the San Diego and Cuya-  
6 maca Railway, which bears South  $3^{\circ} 31'$  West 216.28 feet from the  
7 point of intersection of the said center line with the Northerly  
8 line of Tract 63 of the said El Cajon Valley Company's lands;  
9 thence South  $3^{\circ} 31'$  West 131.86 feet to a point; thence curving to  
10 the right with a radius of 588.1 feet (same bears from the last  
11 described tangent North  $71^{\circ} 06'$  West) through an angle of  $56^{\circ} 48'$   
12 a distance of 583.01 feet to a point (said point being the end of  
13 the last described curve and whose radius bears North  $14^{\circ} 58'$  West);  
14 thence North  $74^{\circ} 58'$  West 767.0 feet to a point; thence South  
15  $84^{\circ} 42'$  West 297.63 feet to a point in the Easterly line of Bene-  
16 diet Avenue, as the same is shown on said map; thence North  $9^{\circ} 24'$   
17 West along said Easterly line <sup>feet to a point</sup> 129.42/; thence North sixty-five  
18 degrees West seventy-two and seven-tenths feet in the Westerly  
19 line of said Benedict Avenue; thence South  $9^{\circ} 24'$  East along the  
20 Westerly line of said Avenue, 168.06 feet to a point; thence  
21 South  $82^{\circ} 29'$  West 294.9 feet to a point on the West line of Tract  
22 151 of the said El Cajon Valley Company's lands; thence North along  
23 said West line of said Tract ~~151~~ 151, 627.78 feet to a point;  
24 thence South 87 degrees, 35 minutes East 173.16 feet to a point;  
25 thence curving to the left with a radius of 301.07 feet through  
26 an angle of 24 degrees, 06 minutes a distance of 126.64 feet to a  
27 point; thence North 68 degrees, 19 minutes East tangent to last  
28 described curve 65.8 feet to a point; thence curving to the right  
29 with a radius of 145.96 feet through an angle of 33 degrees, 32  
30 minutes a distance of 85.38 feet to a point; thence South 78 de-  
31 grees, 09 minutes East tangent to last described curve 1393.26 feet  
32 to a point of commencement.  
33



1 That the said plaintiff Mrs. J. H. Beadle is the owner of  
2 the following described land, to-wit:

3 Block numbered forty-five of the El Cajon Valley Company's  
4 lands, containing five and fifty-seven hundredths acres, according  
5 to the map of the subdivision of said lands made by E. Dexter,  
6 Civil Engineer, in May, 1886, numbered 289, and filed in said  
7 County Recorder's Office on December 30th, 1886.

8 That the conveyance of said land stands on record in the name  
9 of Mrs. Isabell Beadle.

10 That the said Mrs. J. H. Beadle and Mrs. Isabell Beadle are  
11 one and the same person.

12 That Mrs. J. H. Beadle is the owner of Block numbered Fifty  
13 of Lakeside, containing six and two hundredths acres of land ac-  
14 cording to the map of subdivision of lands of El Cajon Valley Com-  
15 pany, numbered 289 and filed in the said County Recorder's office  
16 on December 30, 1886.

17 That the said land stands on record in the name of the said  
18 Isabell Beadle, and that the said Isabell Beadle and the said  
19 Mrs. J. H. Beadle are one and the same person.

20 That the said Mrs. J. H. Beadle is also the owner of Blocks  
21 numbered forty-six and forty-seven of the El Cajon Valley Company's  
22 lands, according to the map of the subdivision of said lands made  
23 by Ed. Dexter, Civil Engineer, dated May 8th 1886 and numbered 289,  
24 filed in the said County Recorder's Office on December 30th, 1886,  
25 containing thirteen and seventy-eight hundredths acres of land.

26 That the said plaintiff Oscar F. Bresee and Mildred S. Bresee,  
27 his wife, are the owners of the following described land:

28 Beginning at a point on Easterly line of Vine Street, as said  
29 Vine Street was established by Order of the Board of Supervisor,  
30 dated December 5, 1907, and described by deed from El Cajon Valley  
31 Company, recorded in book 427, page 299 of deeds, which point is  
32 distant along said Easterly line of Vine Street, North nine de-  
33

1 gress, two minutes West, five hundred twenty feet from Westerly  
2 prolongation of Northern boundary line of block fifty-one, Lakeside,  
3 thence continuing along said Easterly line of Vine Street, North  
4 nine degrees, two minutes West eighty-nine and thirty-six hundredths  
5 feet to the angle of Vine Street, thence following said Easterly  
6 line of Vine Street, North three degrees, fifty-two seconds East  
7 one thousand eight hundred thirty-two and four-tenths feet to a  
8 point on Southwesterly boundary of lot sixty-eight of said El Cajon  
9 Valley Company's lands; thence South seventy-seven degrees, forty-  
10 eight minutes East along said Southwesterly boundary of said lot  
11 sixty-eight, four hundred seventy-three and seven tenths feet to  
12 Southeast corner thereof, thence North eleven degrees, twenty-eight  
13 minutes West along Eastern boundary line of said lot sixty-eight,  
14 six hundred forty-four and two-tenths feet to Northeast corner  
15 thereof, thence South seventy-seven degrees, and forty-eight  
16 minutes East, being along an Easterly prolongation of North line  
17 of said lot sixty-eight, seven hundred fifty-two and eight tenths  
18 feet to a point in the center of San Diego River, thence following  
19 the center of the San Diego River down stream South twenty-one de-  
20 gress thirty-three minutes West three hundred thirty and one tenth  
21 feet, thence South ten degrees three minutes West two hundred forty-  
22 five feet, thence South twenty-four degrees eighteen minutes West  
23 seven hundred feet, thence South twenty-three degrees thirteen  
24 minutes West six hundred eighty-five feet, thence South forty-four  
25 degrees seven minutes West six hundred fifty-seven and seventy-five  
26 hundredths feet to the point of beginning. Excepting from the  
27 above described lands all that portion thereof conveyed by Archie  
28 White and Ellen E. White, his wife, to Marion R. Atkinson by deed  
29 dated March twelfth one thousand nine hundred and ten and recorded  
30 March twelfth, one thousand nine hundred and ten in book four  
31 hundred seventy-six page two hundred two of deeds, described as  
32 follows: Beginning at a point on Easterly line of Vine Street  
33



1 as said Vine Street was established by Order of Board of Supervi-  
2 sors dated December fifth one thousand nine hundred and seven and  
3 described in deed from El Cajon Valley Company, a corporation, re-  
4 corded in Book four hundred twenty-seven page two hundred ninety-  
5 nine of deeds, which point is distant along said Easterly line of  
6 Vine Street North nine degrees two minutes West five hundred twenty  
7 feet to Westerly prolongation of Northern boundary line of block  
8 fifty-one Lakeside, thence continuing along said Easterly line of  
9 Vine Street, North nine degrees two minutes West Eighty-nine and  
10 thirty-six hundredths feet to the angle in said Vine Street, thence  
11 following said Easterly line of said Vine Street North three de-  
12 grees fifty-two minutes East seven hundred fifty-three feet to a  
13 point; thence South seventy-seven degrees forty-eight minutes East  
14 five hundred forty-one and eight tenths feet to a point in center  
15 of the San Diego River, thence following the center of the San  
16 Diego River down stream South twenty-three degrees thirteen minutes West two hundred  
17 four degrees, seven minutes West, six hundred fifty-seven and  
18 seventy-five hundredths feet to point of beginning.

19 That the plaintiff, Anna Jane Brockway, is the owner of the  
20 following described land:

21 That portion of Lots Sixty-three and Sixty-four of the said  
22 El Cajon Valley Company's Lands bounded and described as follows:

23 Beginning at a point on the Easterly line of Vine Street as  
24 said Vine Street was established by the order of the Board of  
25 Supervisors dated December fifth, one thousand nine hundred and  
26 seven, and as described in deed from El Cajon Valley Company, a cor-  
27 poration, recorded in Book four hundred twenty-seven, page two  
28 hundred ninety-nine of deeds, which point is distant along said  
29 Easterly line of Vine Street North nine degrees, two minutes West  
30 five hundred twenty feet to the Westerly prolongation of the North-  
31 ern boundary line of Block fifty-one, of Lakeside, thence continuing  
32 along said Easterly line of Vine Street North nine degrees, two  
33

1 minutes West eighty-nine and thirty-six hundredths feet to the  
2 angle in said Vine Street, thence following said Easterly line of  
3 said Vine Street North three degrees, fifty-two minutes East seven  
4 hundred fifty-three feet to a point, thence South seventy-seven  
5 degrees, forty-eight minutes East five hundred forty-one and eight-  
6 tenths feet to a point in the center of the San Diego River,  
7 thence following the center of the San Diego River down stream,  
8 South twenty-three degrees, thirteen minutes West two hundred  
9 seventy-five feet, thence South forty-four degrees, seven minutes  
10 West six hundred fifty-seven and seventy-five hundredths feet to  
11 the point of beginning, containing six and seven hundredths acres.  
12 (All according to the map thereof numbered two hundred eighty-nine,  
13 filed in the said County Recorder's Office on the thirtieth day of  
14 December, one thousand eight hundred eighty-six).

15 That the said plaintiff, Charles A. Chase, is the owner of the  
16 following described land:

17 Lots Eighty-three and Eighty-four and West twenty feet of Lot  
18 Eighty-six of said El Cajon Valley Company's lands, according to  
19 said map, filed as aforesaid, reserving all of the water on the  
20 surface or below the surface, excepting such quantities of said  
21 water as may be pumped from and used upon the lands herein conveyed  
22 for the irrigation of said lands herein conveyed, and for domestic  
23 and stock purposes, and according to resolution passed at a regular  
24 meeting of the Directors of the El Cajon Valley Company, June 21,  
25 1913, being part of the Rancho El Cajon.

26 That the said plaintiff, Charles A. Chase, is the owner of the  
27 following described lands:

28 In Fanita Rancho that part of Section Twenty-five, Township  
29 Fifteen South, Range Two West, and Section thirty, township fifteen  
30 South, Range One West, which lies North of Lot "C" with the North  
31 and South lines extended from section Twenty-five, Township fifteen  
32 South, Range Two West, and East and West ends of Lot "C" to section  
33



1 Thirty, Township fifteen South Range One West, Two hundred and  
2 thirty acres.

3 That the plaintiffs, G. T. Drinkwater and Jessica Clay Drink-  
4 water are the owners of the following described lands:

5 All that portion of Tract "B" of Rancho El Cajon, according  
6 to partition map thereof in file in the Office of the County Clerk  
7 of said San Diego County, described as follows:

8 Commencing at a point twenty chains North of quarter section  
9 corner in center of section twenty-three, township fifteen South  
10 Range One West, running thence North one thousand four hundred  
11 twenty-eight and three twelfths feet, thence at right angles West  
12 one thousand sixty feet, thence at right angles South one thousand  
13 seventy-nine feet to a point on the Southwesterly boundary line of  
14 Tract "B" of Rancho El Cajon, thence South seventy-two degrees, ten  
15 minutes East along said Southwesterly boundary line to point of be-  
16 ginning.

17 That the said plaintiff, Ella B. Downey, is the owner of the  
18 following described lands:

19 Beginning at the Northeast corner of Lot eighty-one, running  
20 thence Westerly along the North line of said Lot eighty-one thirty-  
21 six feet and three inches, thence in a Southerly direction parallel  
22 with the East line of said lot eighty-one to the point of inter-  
23 section with the Southeast line of said lot, thence Northeasterly  
24 along said Southeast line to the Southwest corner of lot eighty-two,  
25 thence Northerly along the West line of said lot eighty-two, six  
26 hundred sixty feet to the place of beginning, and all of lots  
27 eighty-two and eighty-five of the El Cajon Valley Company's lands,  
28 according to said map of the El Cajon Valley Company's lands, filed  
29 as aforesaid.

30 That the said plaintiff, T. W. Donahoe and Alice J. Donahoe,  
31 are the owners of the following described lands:

32 All that portion of lot sixty of the El Cajon Valley Company's  
33 lands, according to said map filed as aforesaid, and described as  
follows:

1 Beginning at the Southwesterly corner of said lot sixty;  
2 thence North nine degrees, twenty-four minutes West along the  
3 Easterly line of Benedict Avenue, six hundred ninety-five feet to  
4 a point; thence at right angles North eighty degrees thirty-six  
5 minutes East three hundred thirteen and thirty-eight hundredths  
6 feet to a point; thence at right angles South nine degrees, twenty  
7 four minutes East, six hundred ninety-five feet to a point on the  
8 Southerly line of said lot; thence South eighty degrees, thirty-six  
9 minutes West three hundred thirteen and thirty-eight hundredths  
10 feet to the point of beginning, containing five acres.

11 That the said plaintiff, Walter H. Dupee, is the owner of the  
12 following described land:

13 All that portion of Tract "O" of the Rancho El Cajon according  
14 to map of the subdivision of lots "H" and "O" of said Rancho, ac-  
15 cording to map thereof No. Eight Hundred Seventeen, filed in the  
16 said County Recorder's Office on April second, one thousand eight  
17 hundred ninety-six, described as follows:

18 Commencing at the Northeast corner of lot One in Block Two of  
19 said subdivision, said Northeast Corner being at the intersection  
20 of the center line of Cottonwood Avenue, as the same is shown on  
21 said map with the North line of said lot "O"; thence West along the  
22 North line of lots one, two, and three, in said Block two, three  
23 thousand, two hundred, ninety-three and no tenths feet, more or less,  
24 to the Northwest corner of said lot three, in said Block two,  
25 thence South no degrees three minutes East along the Westerly line  
26 of said lot three in said Block two and along the Westerly line of  
27 Vine Avenue as the same is shown on said map five thousand three  
28 hundred fifteen and five tenths feet more or less to a point in the  
29 center line of Mission Avenue as the same is shown on said map,  
30 said point being also the Northwest corner of Steven's and Hartley's  
31 Free Water Tract, according to map thereof numbered one thousand  
32 two hundred twenty-two, filed in the Office of the said County  
33



1 Recorder on November sixteenth, one thousand nine hundred nine and  
2 refiled January thirty-first, one thousand nine hundred ten; thence  
3 South eighty-eight degrees thirty-three minutes East along the cen-  
4 ter line of said Mission Avenue and along the Northerly line of said  
5 Stevens and Hartley's Free Water Tract, two thousand four hundred  
6 ninety-one and eighty-five hundredths feet more or less to the  
7 Southeast corner of lot three in block ten of said subdivision of  
8 lots "H" and "O", said Southeast corner being in the center of said  
9 Mission Avenue, thence North one degree twenty-seven minutes East  
10 along the Easterly line of said lot three, in said block ten, six  
11 hundred sixty feet to the Southeast corner of lot two, in said  
12 block ten, thence South eighty-eight degrees thirty-three minutes  
13 East along the Northerly line of lot four in said block ten and  
14 along the northerly line of lots three, four, five, and six in  
15 block nine of said subdivision one thousand nine hundred eighty and  
16 no tenths feet more or less to a point in the Westerly line of lot  
17 nine in said block nine, thence North one degree twenty-seven  
18 minutes East along said Westerly line of said lot nine, thirty-six  
19 and four tenths feet more or less to the northwesterly corner of  
20 said lot nine, thence North sixty-four degrees fifty-four minutes  
21 East along the Northwesterly line of said lot nine and the North-  
22 easterly extension thereof two hundred seventy and two tenths feet  
23 more or less to a point in the center line of Magnolia Avenue as  
24 the same is shown on said map, thence North twenty-five degrees six  
25 minutes West along said center line four hundred thirty-three and  
26 two tenths feet, thence North sixty-two degrees thirty-three  
27 minutes East forty-three and seven hundredths feet to a point, said  
28 point being the most Southerly corner of the lands conveyed by  
29 H. D. Williamson et ux to James Ballantyne December tenth, one  
30 thousand nine hundred ten, by deed recorded in book four hundred  
31 ninety-nine, page four hundred seventy-four of deeds, thence North  
32 seventeen degrees four minutes West along the Westerly line of said  
33 Ballantyne's land two hundred seventy-one and nine tenths feet to

1 a point, said point being the Southwest corner of lot five in  
2 block four of said subdivision, said Southwest corner of said lot  
3 five being in the center of what was formerly known as Lakeside  
4 Avenue, as shown on said map number eight hundred seventeen, thence  
5 North one degree twenty-seven minutes East along the Westerly line  
6 of said Ballantyne's land one thousand eight hundred sixty-seven  
7 and ten hundredths feet more or less to a point in the Southerly  
8 line of the lands conveyed by H. D. Williamson et ux to Frank E.  
9 Kinney et al March twenty-fourth, one thousand nine hundred ten,  
10 by deed recorded in book four hundred eighty-one, page three  
11 hundred thirteen of deeds, thence South eighty-four degrees  
12 fifty-five minutes West along the Southerly line of said lands so  
13 conveyed to Kinney et al one thousand three hundred twenty-eight  
14 and six tenths feet more or less to a point in the center line of  
15 said Cottonwood Avenue hereinbefore referred to, said point being  
16 also the Southwesterly corner of said lands so conveyed to said  
17 Kinney et al, thence North one degree twenty-seven minutes East  
18 along the Westerly line of the land so conveyed to said Kinney et  
19 al and along the center line of said Cottonwood Avenue two thousand  
20 one hundred ninety-seven feet more or less to point of commencement  
21 and containing four hundred sixty-seven and forty-four hundredths  
22 acres more or less. Subject to all legal highways or rights to  
23 highways along or over said lands; together with all water rights,  
24 flumes and rights of way for flumes ditches pipe lines etc., and  
25 other appurtenances used in the connection with the supplying of  
26 water to said Rancho and all rights heretofore acquired or re-  
27 served by said grantors for such purposes including the following  
28 rights of way and water rights reserved by said grantors in con-  
29 veyances heretofore made by them to-wit:

30 First: The right of way for a ditch seven feet wide, begin-  
31 ning on the West boundary of lot three in block five, according to  
32 map thereof numbered eight hundred seventeen at a point North One  
33



1 degree twenty-seven minutes East eight hundred eleven feet from the  
2 Southwest corner of said lot three, thence running Southerly  
3 three hundred forty feet to the Northerly line of a road (said road  
4 being designated as Woodside Avenue of the Cowless map, filed in  
5 the office of the said County Recorder on October twenty-fourth,  
6 one thousand eight hundred ninety, numbered six hundred forty-six,  
7 which said Woodside Avenue was abandoned by the Board of Super-  
8 visors of said County July eighth, ~~xxx~~ one thousand nine hundred  
9 twelve on account of the establishment by said Board of the New  
10 County Highway running parallel to the Cuyamaca Railway right of  
11 way from Magnolia Avenue Northeasterly to a point where said highway  
12 intersects said Woodside Avenue) thence along said Northerly line  
13 of said road Northeasterly to the East boundary of said lot three  
14 as reserved in deed from said grantors to Frank E. Kinney and James  
15 A. Chesley dated March twenty-fourth, one thousand nine hundred ten  
16 and recorded in book four hundred eighty-one, pages three hundred  
17 thirteen, three hundred fourteen, and three hundred fifteen,  
18 Recorder's Office.

19 Second: A right as reserved in deed by grantors to James  
20 Ballantyne dated December tenth, one thousand nine hundred ten re-  
21 corded in book four hundred ninety-nine, pages four hundred seventy-  
22 four and four hundred seventy-five of deeds, Recorder's Office to  
23 construct at any time said grantors may desire, and thereafter per-  
24 petually maintain across said lands in said deed granted a pipe  
25 line for the conveyance of water from the lands of said grantors  
26 then owned by them and lying Northeasterly of the tract granted  
27 across said tract granted, to the lands then owned by the grantors  
28 on the Westerly side thereof (the grantors at the time of making  
29 said deed to said Ballantyne being the owners of certain ~~xx~~ lands  
30 Northeasterly from their lands Westerly of the lands granted to  
31 Ballantyne which were subsequently sold to Theodore L. Barnes) and  
32 at any and all times inspect and repair the said pipe lines .....

1 Third: A right as reserved by said grantors in deed to Theodore  
2 L. Barnes dated December twenty-seventh, one thousand nine hundred  
3 ten and recorded in book five hundred six, pages five hundred  
4 thirty-four and five hundred thirty-five and five hundred thirty-  
5 three of deeds in the Recorder's Office to construct at any time  
6 they may desire and thereafter perpetually maintain across the  
7 lands therein granted a pipe line or flume for the conveyance of  
8 water through, over and across the lands therein granted. The said  
9 right of way for pipe line is five feet wide being two and one-half  
10 feet on either side of the center line thereof, said center line being  
11 located along the Northerly side of said San Diego Cuyamaca Railway  
12 Company's right of way and following the same meander courses as the  
13 said right of way of said railway over and across said lands and  
14 distant three feet from said Northerly line of said right of way....

15 Also the right at any time to protect if the grantees, their  
16 heirs and successors do not sufficiently do so, from the encroach-  
17 ment of the San Diego River, the West end of the lands therein  
18 granted from the center of the said San Diego River to the right  
19 of way of said San Diego and Cuyamaca Railway and to take from any  
20 part of said lands all earth, stones, brush etc., necessary to pro-  
21 tect the West end thereof as therein more particularly described  
22 from the encroachment of said river.

23 Fourth: A right of way for a ditch seven feet wide designated  
24 as "H. D. Williamson's right of way for ditch seven feet wide as  
25 shown on map of said Stevens and Hartley's Alfalfa lands, being  
26 a subdivision of lot four, a portion of lots one and two in block  
27 five and a portion of lots one and two in block one, lots in "H"  
28 and "O" of the Rancho El Cajon as surveyed by Rumsey and King,  
29 Civil Engineer, March eleventh, one thousand nine hundred eleven,  
30 filed in the office of the County Recorder July tenth, one thousand  
31 nine hundred eleven, in book twenty-nine, number one thousand  
32 three hundred forty-eight.



1 Fifth: A perpetual right and easement to develop all the  
2 riparian and water rights appurtenant to that certain seven and ten  
3 hundredths acre tract of land conveyed by said grantors to Theodore  
4 L. Barnes by deed dated August nineteenth, one thousand nine hundred  
5 twelve and recorded August twenty-first, one thousand nine hundred  
6 twelve in book five hundred seventy-four page one hundred seventy-  
7 six of deeds by putting down the necessary wells and erecting the  
8 necessary structures thereon and to carry the water so developed  
9 over and across said lands by ditches, conduits or pipe lines as  
10 reserved by said grantors in said deed to said Theodore L. Barnes.

11 Sixth: All water rights acquired by the grantors by virtue  
12 of those certain water claims appropriating water in the San Diego  
13 River for the use on the lands of the grantors, except such of said  
14 rights as may have been heretofore conveyed to said Frank E. Kinney  
15 and James A. Chasley, James Ballantyne or Theodore L. Barnes by  
16 deeds hereinbefore referred to.

17 Said appropriations being recorded in book three, page four  
18 hundred twenty-six of water claims October fifth, one thousand nine  
19 hundred four and in book three, page one hundred sixty-two April  
20 fourth, one thousand nine hundred thirteen of Water Claims.

21 That the said plaintiff, D. H. Ehlers, is the owner of the  
22 following described property:

23 Lot sixty-nine and all that part of lot sixty-eight lying West  
24 of the Westerly line of the fifty foot right of way of San Diego  
25 Cuyamaca and Eastern Railway (now known as San Diego Southeastern  
26 Railway) as now located of the said El Cajon Valley Company's lands,  
27 according to map number two hundred eighty-nine filed in the County  
28 Recorder's Office December thirtieth, one thousand eight hundred  
29 eighty-six, also all that portion of Moreno Avenue as shown on said  
30 map lying between said lots sixty-eight and sixty-nine which was  
31 closed by the Board of Supervisors February eighth one thousand  
32 nine hundred twelve.  
33

1 That the plaintiff John H. Gay is the owner of the following  
2 described land;

3 All that portion of the Timber Reserve of El Cajon Valley  
4 Company's lands, according to said map of said lands, filed as  
5 aforesaid, described as follows:

6 Commencing at a point nine hundred sixty-nine and one tenth  
7 feet North of the Southwesterly corner of a tract of land conveyed  
8 by El Cajon Valley Company to John H. Gay by deed recorded in book  
9 four hundred fifty-six, page three hundred fifty-nine, which said  
10 Southwesterly corner of Gay's land is North fifty-six degrees fifty-  
11 two minutes West one thousand two and nine tenths feet from the  
12 angle point on the Northerly line of Julian Avenue, according to  
13 map thereof number two hundred eighty-nine, thence North fifty-five  
14 degrees West five hundred feet, thence North thirty-one degrees  
15 thirty minutes West five hundred feet, thence North twelve degrees  
16 thirty minutes West four hundred eighty feet, thence North eighty-  
17 three degrees thirty minutes East four hundred feet, thence South  
18 seventy-seven degrees twenty-nine minutes East one thousand four  
19 hundred twenty-three and two tenths feet to the Northeasterly corner  
20 of said Gay's land, thence West along the North line of Gay's land  
21 one thousand twelve feet to the Northwesterly corner thereof,  
22 thence South along the West line of Gay's land nine hundred eighteen  
23 and four tenths feet to point of commencement, containing seventeen  
24 and twenty-six hundredths acres.

25 Reserving all water on the surface or below the surface of  
26 said land herein conveyed, excepting such unlimited quantities of  
27 said water as may be pumped from and used upon the land herein con-  
28 veyed, for irrigation of said land herein conveyed and also for  
29 domestic use on said land herein conveyed and also to use said water  
30 so pumped from said land upon the fifty-one acre lot heretofore  
31 conveyed to said John H. Gay by deed recorded in book four hundred  
32 fifty-six, page three hundred fifty-nine. Reserving the right of  
33



1 San Diego Flume Company to lay water pipes across said land, being  
2 part of Rancho El Cajon.

3 Also all that portion of lot one hundred five and of the  
4 Timber Reserve of the El Cajon/Valley Company's lands, according to map  
5 thereof numbered and filed as aforesaid, described as follows:

6 Beginning at a point on the Northerly line of Julian Avenue,  
7 which point is distant along said line South forty-eight degrees  
8 eight minutes West one thousand seven hundred ninety-three and one  
9 tenth foot from the common boundary of tracts "R" and "S" of the  
10 partition of the Rancho El Cajon said point being also the South-  
11 westerly corner of the land conveyed by the El Cajon Valley Company  
12 to Louis J. Melville by deed recorded in Book four hundred thirty-  
13 four, page four hundred seventy-one of deeds, thence from said  
14 point North along the West line of said Melville's land two thousand  
15 two hundred eighty-one and three tenths feet to the Northwest corner  
16 of said tract conveyed to Melville, thence West one thousand twelve  
17 feet, thence South one thousand eight hundred eighty-seven and  
18 five tenths feet, thence South fifty-six degrees fifty-two minutes  
19 East one thousand two and nine tenths feet to the angle point on  
20 Northerly line of said Julian Avenue, thence North forty-eight  
21 degrees eight minutes East along said northerly line of Julian  
22 Avenue two hundred thirty-one and forty-two hundredths feet to  
23 point of beginning, containing fifty-one acres.

24 Reserving all of the water on the surface or below the surface  
25 on said lands herein conveyed, excepting such unlimited quantities  
26 of said water as may be pumped and used upon said lands herein con-  
27 veyed for the thorough irrigation of said lands conveyed.

28 Reserving the right to San Diego Flume Company to lay water  
29 pipes across said lands.

30 That the said plaintiff J. W. Haworth and Lida E. Haworth are  
31 the owners of the following described land:

32 All that portion of the El Cajon Valley Company's lands ac-  
33 cording to said map, filed as aforesaid, described as follows:

1 Commencing at a point on the Southerly line of lot eighty-one  
2 of said El Cajon Valley Company's lands South seventy-six degrees  
3 forty minutes East two hundred eleven feet from Southwest corner  
4 of said lot eighty-one, thence along same course seventy-six feet,  
5 thence North fifty-two degrees forty-nine minutes East four hundred  
6 ninty-two and five tenths feet, thence North sixty-four degrees three  
7 minutes East three hundred fifty-five and three tenths feet, thence  
8 South eighty-seven degrees seven minutes East three hundred thirty  
9 and six tenths feet, thence South seventy-six degrees forty minutes  
10 East six hundred and fifteen hundredths feet, thence South thirteen  
11 degrees twenty minutes West seven hundred fifty-eight and four  
12 tenths feet, thence North sevety-three degrees four minutes West  
13 one thousand five hundred sixteen and eight tenths feet to a point  
14 which is seventy-six feet East from the point of commencement con-  
15 taining twenty acres.

16 That the said plaintiff J. T. Ireys is the owner of the fol-  
17 lowing described land:

18 All that portion of Tract "D" of the Rancho El Cajon according  
19 to partition map thereof made in the action entitled Isaac Lanker-  
20 shim et al vs. A. M. Crane et al in the District Court of the 18th  
21 Judicial District of the State of California, and all those portions  
22 of the El Cajon Valley Company's lands in said County according to  
23 map thereof numbered 289 and filed as aforesaid, described as fol-  
24 lows:

25 Commencing at the Northeast corner of said tract "D" and run-  
26 ning thence South no degrees nine minutes West along the Easterly  
27 line of said Tract, four thousand eight hundred fifty-seven and  
28 five tenths feet more or less to the Northeast corner of the lands  
29 conveyed by the El Cajon Valley Company, a corporation, to the Con-  
30 solidated Water Company, a corporation, April twenty-sixth, one  
31 thousand eight hundred ninety-eight, by deed recorded in book two  
32 hundred sixty-seven at page three hundred sixty-one of deeds, re-  
33



1  
2 cords of said County; thence North eighty-nine degrees fifty-one  
3 minutes West along the Northerly line of said Water Company's lands  
4 fifty feet to the Northwest corner thereof; thence South no de-  
5 grees nine minutes West along the Westerly line of said lands  
6 four hundred seventy-one and nine tenths feet to a point in the  
7 Northerly line of the lands conveyed by said El Cajon Valley  
8 Company, a corporation, to Arthur Ballantyne, January fourth,  
9 one thousand eight hundred ninety-five, by deed recorded in book  
10 two hundred thirty-six at page two hundred thirty-eight of Deeds  
11 of said records; thence along the Northerly line of said Ballan-  
12 tyne's land North sixty degrees thirty-one minutes West one hun-  
13 dred sixty and three tenths feet more or less to the angle in the  
14 Northerly line of said Ballantyne's land; thence North eighty-  
15 nine degrees forty-seven minutes West six hundred sixteen and  
16 seven tenths feet to the Northwesterly corner of said Ballantyne's  
17 land; thence South along the West line of said Ballantyne's land  
18 one hundred ninety-four feet to the Northeast corner of the lands  
19 conveyed by said El Cajon Valley Company, a corporation, to Louis  
20 J. Melville, June twenty-second, one thousand nine hundred eight,  
21 by deed recorded in book four hundred-four, page four hundred se-  
22 venty-one of Deeds; thence West along the line of said Melville's  
23 land  
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1 five hundred thirty,three and two tenths feet to the Northeast and  
2 Easterly corner of the lands conveyed by said El Cajon Valley Com-  
3 pany, a corporation, to John H. Gay, February fifteenth, one  
4 thousand nine hundred and nine, and April twenty-ninth, one thou-  
5 sand nine hundred ten, by deeds recorded in books four hundred  
6 fifty-six and four hundred ninety-one pages three hundred fifty-nine  
7 and two hundred thirty-nine respectively; thence along the North-  
8 erly line of said Gay's land North seventy-seven degrees twenty-  
9 nine minutes West one thousand four hundred twenty-three and two  
10 tenths feet; thence South eighty-three degrees thirty minutes West  
11 four hundred feet; thence South seventy-five degrees thirty-seven  
12 minutes West one thousand one hundred fifty-two and three tenths  
13 feet, more or less, to the Southeasterly corner of the lands des-  
14 cribed in deed by said El Cajon Valley Company, a corporation, to  
15 Ira M. Philbrook, December eighth, one thousand nine hundred eleven,  
16 recorded in book five hundred forty- page one hundred thirty of  
17 Deeds; thence along the Easterly line of said of said Philbrook's  
18 land North thirteen degrees twenty minute East one thousand three  
19 hundred ninety feet to the Southeasterly corner of Tract eighty-  
20 eight of El Cajon Valley Company's lands; thence North seventy-six  
21 degree forty minutes West along the Southerly line of said tracts  
22 eighty-eight and eighty-seven of said lands, one thousand one hun-  
23 dred eighty feet to the Southwest corner of said tract eighty-seven,  
24 thence North thirteen degrees twenty minutes East along the Westerly  
25 line of said tract eighty-seven, five hundred ninety three and  
26 nine tenths feet; thence North forty-six degrees fifty-nine minutes  
27 West twenty-three and two hundredths feet thence North thirteen  
28 degrees twenty minutes East along said Westerly line of said tract  
29 eighty-seven, six hundred four and six tenths feet to the Northerly  
30 line of said El Cajon Valley Company's lands as shown upon said  
31 map; thence North seventy-six degrees forty minutes West along  
32 said Northerly line two thousand two hundred fifty-six and one  
33



1 tenth feet to corner numbered three of said Rancho El Cajon;  
2 thence North seventy-three degrees three minutes East along the  
3 Northerly line of said tract "D" of said Rancho El Cajon seven  
4 thousand three hundred thirty-eight and two tenths feet to point  
5 of commencement. Containing five hundred seventeen and no hun-  
6 dredths acres, excepting from said described lands that portion  
7 thereof as shown as lying in roads, etc. on said Map No. 289 afore-  
8 said.

9 Reserving a perpetual right of way for, flumes and pipe lines  
10 over and across this property as granted by El Cajon Valley Com-  
11 pany, a corporation, by an agreement dated February ninth, one  
12 thousand eight hundred ninety-two and recorded in book one hundred  
13 ninety-five, page sixty of Deeds. Reserving therefrom all of the  
14 water on the surface or below the surface of the land herein con-  
15 veyed, excepting such quantities of said water as may be pumped  
16 from said land herein conveyed and used upon said land herein con-  
17 veyed for the irrigation of said land herein conveyed and for do-  
18 mestic and stock use and manufacturing purposes upon the land here-  
19 in conveyed, also excepting all of the water that flows from living  
20 springs which rise in canyon in the Northeasterly part of land  
21 herein conveyed and all flood waters that may run in said canyon  
22 containing said spring. Being part of Rancho El Cajon.

23 That the said plaintiff, James E. Chesley, is the owner of the  
24 following described land:

25 Being lots and portions of lots hereinafter described and  
26 being subdivisions of lots "H" and "O" of Rancho El Cajon as sub-  
27 divided into lots and blocks according to map for San Francisco  
28 Savings Union and as surveyed by Taylor in June, 1894 and recorded  
29 April second, eighteen hundred ninty-six in the said Recorder's  
30 Office, and more particulatly described as follows:

31 First: That portion of Lot two in block one, all of lots  
32 three, four and five in block one, the portions of lots one and two  
33

1 in block five the portions of lots one and two in block four in-  
2 cluded within the following exterior line described as follows:

3 Beginning at the Northwest corner of lot five in block one  
4 aforesaid, being the center of the Street shown on said map as  
5 Cottonwood Avenue, thence along the North boundary of said subdivi-  
6 sion /East three thousand nine hundred sixty-one and two tenths  
7 feet to a four by four post at old corner, thence North eighty-  
8 nine degrees forty minutes East three hundred ninety feet to a four  
9 by four post at fence corner, thence along old fence, South twenty-  
10 one degrees ten minutes East one thousand five hundred eighty-two  
11 feet to center of the San Diego River, witness corner a four by  
12 four post, bears North twenty-one degrees ten minutes West one hun-  
13 dred twenty-seven feet, thence continuing from point in center of  
14 said river and along center of said river South sixty-six degrees  
15 and no minutes West four hundred feet, thence continuing along  
16 center of said river North seventy-two degrees forty -one minutes  
17 West two hundred fifty-seven feet witness corner a four by four  
18 post bears North one degree twenty-seven minutes East eighty-seven  
19 feet, thence continuing from point in center of said river and  
20 along center of said river South eighty-seven degrees twenty-seven  
21 minutes West three hundred ninety and eight tenths feet witness  
22 corner a four by four post bears South one degree twenty-seven  
23 minutes West one hundred feet, thence continuing from point in  
24 said river and along the center of said river South sixty-one de-  
25 grees fifty-one minutes West seven hundred fifty-eight and two  
26 tenths feet witness corner a ~~four~~ four by four post bears South  
27 one degree twenty-seven minutes West ninety-five feet, thence con-  
28 tinuing from point in center of said river and along center of said  
29 river South eighty-two degrees fifty minutes West six hundred  
30 sixty-seven and five tenths feet witness corner a four by four post  
31 bears North one degree twenty-seven minutes East ninety-three feet,  
32 thence continuing from point in said river and along center of said  
33 river



1 South eighty-seven degrees twenty-six minutes West one thousand  
2 three hundred twenty-three and three tenths feet witness corner  
3 a four by four post bears North one degree twenty-seven minutes  
4 East sixty-nine feet, thence continuing from point in said river  
5 and along the center of said river South eighty-four degrees fifty-  
6 five minutes West one thousand three hundred twenty-eight and six  
7 tenths feet, thence North one degree twenty-seven minutes West (at  
8 ninety-seven feet pass witness corner a four by four post) two  
9 thousand one hundred ninety-seven feet to place of beginning, con-  
10 taining two hundred nine and four ~~th~~ tenths acres.

11 Second: That portion of lots one and two in block one in-  
12 cluded within the following exterior boundary line described as  
13 follows:

14 Beginning at a four by four post at fence corner from whence  
15 the Northwest corner of lot two in block one of a subdivision of  
16 lots "H" and "O" Rancho El Cajon, as surveyed in eighteen hundred  
17 ninety-four for the San Francisco Savings Union bears South eighty-  
18 nine degrees forty minutes West three hundred ninety feet, thence  
19 along the North boundary of said subdivision North eighty-nine de-  
20 grees forty minutes East one thousand six hundred forty-seven and  
21 four tenths feet, thence East one thousand one hundred sixty-eight  
22 and five tenths feet to center of the San Diego River, witness cor-  
23 ner a four by four post bears South eighty-nine degrees forty  
24 minutes West two hundred fifty and no ~~th~~ tenths feet, thence con-  
25 tinuing from point in said river and along the center of said River  
26 South thirty-eight degrees thirty minutes West six hundred forty  
27 feet, thence continuing along center of said river South forty-one  
28 degrees fifty minutes West nine hundred twenty feet, thence con-  
29 tinuing along center of said river South seventy-two degrees ten  
30 minutes West nine hundred fifty-six and nine tenths feet witness  
31 corner a four by four post bears South one degree twenty-seven  
32 minutes West one hundred feet, thence continuing from said point in  
33

1 said river and along center of said river South eighty-nine degrees  
2 three minutes West three hundred twenty-one and nine tenths feet,  
3 thence North twenty-one degrees ten minutes West (one hundred twenty-  
4 seven feet pass witness corner a four by four post) one thousand  
5 five hundred eighty-two feet to place of beginning, containing  
6 sixty-two and six tenths acres.

7 Third: That portion of lots two and three in block five in-  
8 cluded within the following exterior boundary line, described as  
9 follows:

10 Beginning at the Southeast corner of lot three in block five  
11 according to map of subdivision of lots "H" and "O" in Rancho El  
12 Cajon, surveyed June 1894 for the San Francisco Savings Union,  
13 thence North one degree twenty-seven minutes East two thousand  
14 fifty-nine feet to the center of the San Diego River, witness corner  
15 a four by four post, bears South one degree twenty-seven minutes  
16 West ninety-five feet, thence continuing from point in center of  
17 said river and along center of said river South eighty-two degrees  
18 fifty minutes West six hundred thirty-seven and two tenths feet,  
19 to East side of an avenue and the center of the San Diego River,  
20 thence along the East side of said avenue South one degree twenty-  
21 seven minutes West one thousand nine hundred sixty-three and four  
22 tenths feet, thence South eighty-eight degrees thirty-three minutes  
23 East six hundred thirty feet to place of beginning, containing  
24 twenty-nine and twenty hundredths acres.

25 Excepting the right of way for a ditch seven feet wide across  
26 that portion of said lots, described as follows:

27 Beginning on the West boundary of lot three in block five  
28 at a point North one degree twenty-seven minutes East eight hundred  
29 eleven feet from the Southwest corner of said lot three, thence  
30 running Southeasterly three hundred forty feet to the Northerly  
31 line of a road, thence along said Northerly line of road Northeaster-  
32 ly to East boundary of said lot three, block five.  
33



1 Fourth: That portion of lot six in block four included within  
2 the exterior boundary line described as follows:

3 Commencing at the intersection of the Southerly boundary line  
4 of Woodside Avenue with the West line of lot three in block five,  
5 thence along said West line of said lot three, block five, South  
6 one degree twenty-seven minutes West three hundred ninety-six and  
7 six tenths feet, thence North eighty-eight degrees thirty-three  
8 minutes West seven hundred eighteen and six tenths feet to the  
9 Southerly line of said Woodside Avenue, thence along said Southerly  
10 line of said Woodside Avenue, North sixty-two degrees thirty-three  
11 minutes East eight hundred twenty and eight tenths feet to place  
12 of beginning, containing three and twenty-seven hundredths acres  
13 together with all water and water rights.

14 Excepting also easements and rights of way for the purpose of  
15 roads and highways now existing across any portion of the property  
16 hereby granted.

17 That the said plaintiff Lewis Kirkpatrick is the owner of  
18 following described land:

19 Blocks sixty-eight and seventy-two of El Cajon Valley Com-  
20 pany's lands at Lakeside, according to said map filed as aforesaid,  
21 and the amendment thereto entitled "Map showing change in width  
22 and location of Moreno Avenue, Lakeside, filed November 1, 1890.  
23 Said blocks containing seventeen and sixty-five hundredths acres  
24 more or less.

25 The the said plaintiff, Lakeside Farms Mutual Water Company,  
26 is the owner of the following described lands:

27 All of lot one hundred six of Lakeside Farms, according to  
28 map thereof numbered one thousand two hundred four, filed in the  
29 Office of the County Recorder of said County, September first, one  
30 thousand nine hundred nine, excepting therefrom that portion thereof  
31 conveyed by Union Title and Trust Company, a corporation, to Ed. M.  
32 Walker, by deed recorded in book five hundred thirty-eight, page  
33

1 two hundred seventy-seven of deeds, described as follows:

2 Commenting at the most Southerly corner of said lot, thence  
3 North twenty-six degrees West one hundred fifty feet, thence North  
4 sixty-four degrees East three hundred eighty-one and fifteen hun-  
5 dredths feet to a line running parallel with East lines of lots  
6 one hundred six and one hundred thirty and twenty-three and five  
7 tenths feet distant Westerly therefrom, being the Westerly line of  
8 a roadway, thence South on Westerly line of said roadway to inter-  
9 section with the Southerly line of lot one hundred six, thence South  
10 sixty-four degrees West along said Southerly line of lot one hundred  
11 six to point of commencement.

12 That the said plaintiff, A. E. Langdon, is the owner of the  
13 following described land:

14 Block fifty-three of El Cajon Valley Company's lands, containing  
15 seventeen and three hundredths acres as per said map filed as afore-  
16 said.

17 Subject to a right of way conveyed to the San Diego and Cuya-  
18 maca Railway Company, November twentieth, eighteen hundred ninety-  
19 one, in book of Deeds one hundred ninety-four, page two hundred  
20 twenty-nine.

21 That the said plaintiff, H. W. Learn, is the owner of the  
22 following described land:

23 Lots one and two of Block six according to map entitled "Map  
24 of Lots "H" and "O" of Rancho El Cajon, San Diego County, Cal."  
25 surveyed by Taylor, June eighteen hundred ninety-four and filed in  
26 the office of the said County Recorder.

27 That the said plaintiff, William McClain, is the owner of the  
28 following described land:

29 Blocks fifty-six and fifty-seven of the said El Cajon Valley  
30 Company's lands.

31 That the said plaintiffs, Fannie E. McKeen, Henry M. McKeen and  
32 Heamer McKeen are the owners of the following described land:  
33



1 Subdivision number two containing fifty-one and nine tenths  
2 acres, subdivision number three, containing fifteen and five tenths  
3 acres; subdivision number four, containing thirteen and five tenths  
4 acres; subdivision number seven, containing one hundred two and  
5 three tenths acres of the Fanita Rancho, on the North of Woodside  
6 Avenue as per the survey and map thereof made by Benjamin McLaren,  
7 October eighteen hundred ninety-four and filed in the said Recorder's  
8 Office on December twenty-first, eighteen hundred ninety-four; said  
9 property being situated in the Rancho El Cajon.

10 That the said plaintiff Louis J. Melville is the owner of the  
11 following described land:

12 All those portions of El Cajon Valley Company's lands, accord-  
13 ing to map thereof numbered two hundred eighty-nine, filed as  
14 aforesaid, described as follows:

15 Beginning at a point on the Northerly line of Julian Avenue,  
16 according to map thereof one thousand seventy-seven and one tenths  
17 feet (measured along said avenue) from the East boundary of said  
18 El Cajon Valley Company's lands, said point being also the South-  
19 west corner of a tract of land conveyed by El Cajon Valley Company  
20 to Arthur Ballantyne by deed recorded in book two hundred thirty-  
21 six, page two hundred thirty-eight, thence North along the West  
22 line of said land so conveyed to Ballantyne one thousand eight hun-  
23 dred three and five tenths feet, thence at right angles West five  
24 hundred thirty-three and two tenths feet, thence at right angles  
25 South two thousand two hundred eighty-one and three tenths feet  
26 more or less to the Northerly line of Julian Avenue, thence North-  
27 easterly along said Northerly line of Julian Avenue to beginning.

28 Not including all water on the surface or below the surface of  
29 said lands, excepting such unlimited quantities of said water as  
30 may be used for irrigation of said lands and for domestic purposes.

31 That the said plaintiffs, Martin Petersen and Ida R. Petersen,  
32 are the owners of the following described lands:  
33

1 Lots one hundred nineteen, one hundred twenty, and one hundred  
2 twenty-one and all that portion of lot one hundred thirty, des-  
3 cribed as follows:

4 Commencing at the most Southeasterly corner of said lot one  
5 hundred nineteen and running thence South twenty-six degrees East  
6 to a point in the Southeasterly line of said lot one hundred thirty;  
7 thence South sixty-three degree nineteen minutes thirty seconds  
8 West along the Southeasterly line of said lot seven hundred fifty  
9 feet to a point which is South twenty-six degrees East from the  
10 Southwesterly corner of said lot one hundred twenty-one, thence  
11 North 26° West to the Southwesterly corner of said lot 121, thence  
12 North sixty-four degrees no minutes East along the Southeasterly  
13 line of said lots one hundred twenty-one, one hundred twenty, one  
14 hundred nineteen, seven hundred fifty feet to point of commencement.  
15 All being in Lakeside Farms, according to map thereof numbered one  
16 thousand two hundred four filed in the office of the County Recorder  
17 of said County September first, nineteen hundred nine.

18 That the said plaintiff Ira M. Philbrook is the owner of the  
19 following described land:

20 All that portion of the El Cajon Valley Company's lands ac-  
21 cording to said map filed as aforesaid, described as follows:

22 Commencing at a point in the Southerly line of Tract sixty as  
23 the same is shown on said map which is three hundred thirteen and  
24 thirty-eight <sup>hundredths</sup> feet from the Southwesterly corner of said tract,  
25 said point being also the Southeasterly corner of the land con-  
26 veyed by Theodore L. Barnes and Myrta Barnes to H. C. Roche and  
27 Marie Roche, his wife, February fourth, one thousand nine hundred  
28 eleven, by deed recorded in book five hundred fourteen, page one  
29 hundred seventy-two of deeds, records of said County; thence  
30 Easterly along the Southerly line of said tract sixty and an Easter-  
31 ly prolongation of said Southerly line of said tract five hundred  
32 ninety-six and sixty-two hundredths feet to intersection with a  
33



1 Northerly prolongation of the Easterly line of River Street in  
2 Lakeside, thence Southerly along said extended Easterly line of  
3 River Street, sixty feet to the Northwesterly corner of block fif-  
4 teen of Lakeside, thence Easterly along the Northerly line of said  
5 block fifteen and a prolongation thereof three hundred fifteen  
6 feet more or less to a point on the Westerly line of the right of  
7 way of the San Diego and Southeastern Railway Company (formerly  
8 the San Diego and Cuyamaca Railway Company); thence following the  
9 Westerly line of said right of way which is one hundred feet wide,  
10 for a distance of about three hundred feet and fifty feet wide for  
11 the remaining distance to its intersection with the Southerly bank  
12 of the San Diego River, as the same was located January, nineteen  
13 hundred eleven, thence in a Westerly direction along said Southerly  
14 bank of said river, down stream to its intersection with the North-  
15 easterly corner of the land heretofore conveyed to said H. C. and  
16 Maria Roche, thence South nine degrees twenty-four minutes East  
17 along the Easterly line of said Roche's land, six hundred ninety-  
18 five feet to the point of commencement.

19 Also all of lot eighty-nine and that portion of lot eighty-six  
20 and of the "Timber Reserve" of the El Cajon Valley Company's lands,  
21 according to said map, filed as aforesaid, described as follows:

22 Commencing at a point in the Northerly line of said lot eighty-  
23 six which is South seventy-six degrees forty minutes East twenty  
24 feet from the Northwest corner of said lot; thence South thirteen  
25 degrees twenty minutes West four hundred feet; thence North  
26 seventy-six degrees forty- minutes West twenty feet; thence South  
27 thirteen degrees twenty minutes West one thousand three hundred  
28 twenty-one and six tenths feet to a point in the center of the San  
29 Diego River as located in May, 1908; thence following the center  
30 of the San Diego River up stream North eighty-five degrees eighteen  
31 minutes East ninety-five and nine tenths feet; thence North eighty-  
32 six degrees eleven minutes East one thousand one hundred sixty and  
33

1 three tenths feet; thence North thirteen degrees twenty minutes  
2 East one thousand three hundred fifty feet to the Northeast corner  
3 of said lot eighty-nine; thence North seventy-six degrees forty  
4 minutes West along the Northerly line of said lots eighty-nine and  
5 eighty-six, one thousand one hundred eighty feet to point of com-  
6 mencement, containing forty-two and one hundred seven thousandths  
7 acres. Reserving therefrom all of the water on the surface or be-  
8 low the surface of said land herein conveyed, excepting such  
9 quantities of said water as may be pumped from and used upon the  
10 land conveyed for the irrigation of the land conveyed and for  
11 domestic and stock use upon the land conveyed, and also a right at  
12 any time to use said water so pumped from said land upon lot eighty-  
13 seven, being part of the Rancho El Cajon. Reserving a right of way  
14 for flume and pipe lines over and across said land as granted by  
15 the El Cajon Valley Company to the San Diego Flume Company.

16 Also all of lot seventy-six except North ten acres thereof,  
17 deeded by A. K. French and wife to Frederick Wm. Barry, in book two  
18 hundred fifty-three page one hundred ninety-seven of deeds, all  
19 according to amended map numbered six hundred forty-seven of the  
20 subdivision of lands of El Cajon Valley Company, filed in said  
21 County Recorder's Office November first, eighteen hundred ninety.

22 That the said plaintiff Morris Philbrook is the owner of the  
23 following described land:

24 Lot eighty subdivision of the said El Cajon Valley Company's  
25 lands, according to said map, filed as aforesaid.

26 Also all of block numbered eighty-one of the El Cajon Valley  
27 Company's lands, according to map thereof filed in said County  
28 Recorder's Office on December thirtieth, eighteen hundred eighty-  
29 six, excepting fifty-seven hundredths of an acre on the East side  
30 of said block conveyed by Adam Hammond to David F. Rupp and Frank  
31 A. Stephens by deed dated March seventh, eighteen hundred ninety-  
32 one, and recorded in said office in book of deeds one hundred  
33



seventy-six at page two hundred ninety-six.

Also lot seventy-nine containing twenty-two and fifty hundredths acres according to subdivision of El Cajon Valley Company's lands December thirtieth, eighteen hundred eighty-six.

That the said plaintiff Grover E. Philbrook is the owner of the following described land:

East half of lot seventy-seven of El Cajon Valley Company's lands, according to map thereof on file.

That the said plaintiff, A. E. Pratt, is the owner of the following described land:

A portion of the El Cajon Valley Company's lands in the Rancho El Cajon, according to said map thereof, described as follows:

Beginning at the point of intersection of the northerly line of Julian Avenue and the East boundary line of El Cajon Valley Company's land as shown on map numbered two hundred eighty-nine, which point is forty and thirty-three hundredths feet North from the intersection of the center line of Julian Avenue, with said Easterly boundary line, thence North one thousand one hundred seventy-three and five tenths feet along said boundary line to San Diego River, thence North sixty degrees thirty-one minutes West two hundred fourteen feet, thence North eighty-nine degrees forty-seven ~~six~~ minutes West six hundred sixteen and seven tenths feet, thence South one thousand nine hundred ninety-seven and six tenths feet to the Northerly line of said Julian Avenue, thence North forty-eight degrees three minutes East along the Northerly line of said Avenue one thousand seventy-seven feet to point of beginning, excepting therefrom the following described parcels.

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 map numbered two hundred eighty-nine, which point is forty and thirty-three hundredths feet North of the intersection of the center line of Julian Avenue and said boundary line,

thence North one thousand one hundred seventy-three and five tenths feet along said boundary line to the San Diego River, thence North sixty degrees and thirty-one minutes West fifty-seven feet, thence South one thousand two hundred forty-eight feet to the Northerly line of said Julian Avenue, thence North forty-eight degrees three minutes East along the line of Julian Avenue to the place of beginning.

2. Beginning at a point on the Northerly line of Julian Avenue fifty feet West from 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 map numbered two hundred eighty-nine, thence South forty-eight degrees three minutes West along the Northerly side of said Julian Avenue eighty and seven tenths feet, thence North one thousand three hundred thirty-two feet, thence South sixty degrees thirty-one minutes East sixty-eight and ninety-two hundredths feet, thence South one thousand two hundred forty-eight feet to the Northerly line of Julian Avenue and place of beginning.

That the said plaintiff, William R. Rogers, is the owner of the following described land:

That portion of Tract "S" of the Rancho El Cajon, described as follows:

Commencing at corner numbered one and one-half of El Monte Rancho as said Rancho is shown on Map numbered one thousand one hundred forty-six filed in the office of the County Recorder of said San Diego County, August twenty-sixth, nineteen hundred eight, thence North one degree twenty-nine minutes West four hundred feet, thence South eighty-eight degrees thirty-one minutes West one thousand feet, thence South one degree twenty-nine minutes East four hundred twenty-seven feet more or less to a point on the South boundary line of that certain tract designated Louis Guillaume on said map numbered one thousand one hundred forty-six, thence North



1 eighty-six degrees two minutes East along the South line of said  
2 Louis Guillaume tract one thousand feet more or less to point of  
3 commencement.

4 Also a right of way over the lands of the grantors, adjoining  
5 for the purpose of ingress and egress to and from the lands hereby  
6 conveyed.

7 Reserving a right of way over said land for a pipe line.

8 That the said plaintiffs, John Johnston, Jr., and Dell H.  
9 Johnston are the owners of the following described land:

10 All that portion of Tract "B" of the Rancho El Cajon according  
11 to partition map thereof made in the action entitled Isaac Lanker-  
12 shim et al vs. A. M. Crane, in the Judicial Court of the eighteenth  
13 Judicial District of the State of California, that is included in  
14 the premises described as follows:

15 Beginning at a point at the Westerly edge of the County Road  
16 at a stake "P5" as shown on map numbered one hundred thirty-one in  
17 book three of Licensed Surveyors Maps in the office of the County  
18 Recorder of said San Diego County, thence running West six hundred  
19 sixty feet to a stake "P6", thence South one thousand six hundred  
20 ninety-five feet to a point near the center of the San Diego River,  
21 thence following the San Diego River up stream North forty-four  
22 degrees, sixteen minutes East nine hundred twenty-four and three  
23 tenths feet to a point on the Westerly edge of the County Road,  
24 thence following the Westerly line of the old County Road North  
25 thirty-five degrees thirty-two minutes West one hundred thirty-two  
26 feet, thence North twenty-two degrees twenty-two minutes West  
27 fifty and five tenths feet, thence North five degrees twenty-eight  
28 minutes West two hundred eighty-nine feet, thence North thirteen  
29 degrees eight minutes East six hundred seven and two tenths feet  
30 to the point of beginning.

31 Also beginning at the Quarter Section corner in the center of  
32 section twenty-three, township fifteen South Range one West S.B.M.  
33

1 in Plat "B" of the Rancho El Cajon, as the same is shown in the  
2 partition map of said Rancho, made in the action of Isaac Lankershim  
3 et al vs. Levi Chase et al, in the eighteenth Judicial District  
4 Court, now on file in the office of the County Clerk of said San  
5 Diego County, thence Easterly along the Quarter Section line twenty  
6 chains, thence ~~North~~ Northerly twenty-eight chains, thence Easter-  
7 ly ten chains, thence Northerly twenty-seven and seventy-two hun-  
8 dredths chains, thence Westerly seventy chains, thence Southerly  
9 twenty-two and eighty-four hundredths chains, thence South seventy-  
10 two degrees ten minutes East forty-two and two hundredths chains,  
11 thence South twenty chains to point of beginning, excepting there-  
12 from:

13 1. Beginning at a stake distant sixty feet West of a stake five  
14 hundred fifty-six feet nine inches North of a stake, being one of  
15 the stakes marking the boundary of plat "B" of Rancho El Cajon,  
16 and distant twenty chains North of a stake at the Quarter Section  
17 corner in the center of section twenty-three, township fifteen South  
18 range one West, thence North eight hundred seventy-one and six  
19 twelfths feet, thence West one thousand feet, thence South eight  
20 hundred seventy-one and six twelfths feet; thence East one thousand  
21 feet to beginning as conveyed by Joseph Winchester to Louis  
22 Bothamley by deed recorded in book one hundred thirty-one page three  
23 hundred seventy-four of deeds.

24 2. Beginning at a stake twenty chains North of a stake at  
25 Quarter Section corner in the center of Section twenty-three, town-  
26 ship fifteen South Range one West in Tract "B" of the Rancho El Ca-  
27 jon, thence North one thousand four hundred twenty-eight feet, thence  
28 West sixty feet to the Northeast corner of the tract conveyed to  
29 Louis Bothamley by deed recorded in book one hundred thirty-one,  
30 page three hundred seventy-four of Deeds, thence South along the  
31 East line of said tract eight hundred seventy-one and six twelfths  
32 feet, thence West along the South line of said tract one thousand  
33



1 feet to the Southwest corner of said tract, thence South two hun-  
2 dred seven and six-twelfths feet or thereabouts to the Southwest  
3 boundary line of the lands of said grantor, thence South seventy-  
4 two degrees ten minutes East along said line to beginning, as con-  
5 veyed by Joseph Winchester to Mrs. Annie M. Lane by deed recorded  
6 in Book 279, Page 8, of Deeds.

7 That the said plaintiff, Joseph Schiller, is the owner of the  
8 following described land:

9 All that portion of lots seventy-one and seventy-three of the  
10 El Cajon Valley Company's lands according to said map numbered and  
11 filed as aforesaid, described as follows:

12 Commencing at a point which is North eleven degrees fifty-  
13 three minutes East twenty-five feet from the Northeast corner of  
14 lot sixty-nine, of said El Cajon Valley Company's lands, thence  
15 North seventy-seven degrees forty-seven minutes West along a line  
16 parallel with and distant twenty-five feet from the South line of  
17 said lot seventy-one, four hundred fifty-six and twenty-one hun-  
18 dredths feet, thence North twenty-nine degrees forty-two minutes  
19 East ninety-four and thirteen hundredths feet; thence North nine  
20 degrees fifty-six minutes East one hundred fifty-six and two tenths  
21 feet; then North thirty-two degrees fifty-six minutes East two  
22 hundred seventy-four and five tenths feet; thence North twenty-  
23 five degrees three minutes East two hundred twenty-one and six tenths  
24 feet; thence North five degrees forty-nine minutes East two hun-  
25 dred seventy-eight and six tenths feet; thence North nine degrees  
26 forty-three minutes East four hundred five and two tenths feet to a  
27 point in the Northerly line of said lot seventy-three, thence North  
28 seventy degrees fifty-five minutes East along said Northerly line  
29 one hundred sixty-nine and twenty-five feet more or less to a point  
30 on the Westerly line of Morena Avenue as same is shown on map num-  
31 bered six hundred forty-seven, filed in the Recorder's Office  
32 November first, eighteen hundred ninety, thence along said Westerly  
33

1 line of said Morena Avenue as shown in said map numbered six hun-  
2 dred forty-seven, South three degrees fifty-four minutes West one  
3 thousand two hundred seventy and two tenths feet; thence South  
4 eleven degrees fifty-three minutes West two hundred twenty-seven  
5 and ten hundredths feet more or less to commencement. Also all  
6 that portion of the Westerly half of Morena Avenue adjoining said  
7 lots seventy-one and seventy-three which was vacated by Order of  
8 the Board of Supervisors February eighth, nineteen hundred twelve.

9 That the said plaintiffs, E. W. Scripps and Mackie H. Scripps,  
10 are the owners of the following described land:

11 That certain lot, tract or parcel of land bounded  
12 by a line commencing at the Northwest corner of subdivision of al-  
13 lotment "O" of the Rancho El Cajon, as partitioned by the decree  
14 of the District Court of the 18th Judicial District of the State of  
15 California in and for the County of San Diego, made May eleventh,  
16 eighteen hundred seventy-four in suit then pending therein entitled  
17 Isaac Lankershim et al vs. Addison M. Crane, et al as said lot or  
18 subdivision "O" is shown upon map prepared and filed by the re-  
19 ferees appointed in said suit to which said decree and map reference  
20 is hereby made, the said point of commencement being also reached  
21 by beginning at the interior quarter section corner of Section num-  
22 bered twenty-three in township fifteen South /Range One West S.B.M.  
23 and running thence West one hundred forty chains from said point of  
24 commencement South twenty chains and fifty links and to the North  
25 line of the lands now or formerly of G. C. Churchill, thence West  
26 and along said last named line thirty-three chains and ninety links  
27 to a point, thence South to the center of the County Road also known  
28 as and called "Woodside Avenue", thence Westerly and along the cen-  
29 ter line of said County Road or Woodside Avenue to the center  
30 Meridian of section 29 in Twp. 15 S. R. 1 W. S.B.M., thence North  
31 and along said meridian line to the center of the San Diego River,  
32 thence Westerly along the center line of said San Diego River and  
33



1 following the meanderings thereof to its intersection with the  
2 Easterly boundary line of lands now or formerly belonging to Levi  
3 Chase, thence North and along said Eastern boundary line of said  
4 lands of said Chase 37 chains and 27 links, more or less, to a point  
5 in the North line of section 30, township 15 South, Range One West  
6 S. B. M. thence West along the North line of said section 30, and  
7 the North line of section 25 in Township 15 South Range 2 ~~Range~~  
8 West, S. B. M. 72 chains and 30 links, and to the Northwest corner  
9 of the lands now or formerly of Levi Chase, thence South 17 chains  
10 and 44 links, more or less and to the center line of said San Diego  
11 River, thence West along the center line of said San Diego River to  
12 the point where it intersects the exterior boundary line of said  
13 Rancho El Cajon, thence North 8° 15' W. and along the said exterior  
14 line of said Rancho seventy-five chains and to post number seven in  
15 the exterior line of said Rancho El Cajon, according to official  
16 survey thereof, thence North fifty degrees East three hundred six-  
17 ty-three chains eighty-seven links and to post numbered six in said  
18 exterior line, according to said survey last aforesaid, thence  
19 North seventy-seven degrees forty-five minutes East one hundred  
20 sixteen chains and eleven links to a point, thence South one hun-  
21 dred ten chains and to the Northerly line of the lands of "The Land  
22 Improvement and Investment Company", thence West along said last  
23 named line one hundred chains to a point and thence South one hun-  
24 dred sixty-chains to the point of commencement. Containing six  
25 thousand seven hundred twenty-five acres of land more or less and  
26 being a part of "Fanita Rancho and also being a part of the subdivi-  
27 sion of allotment "T" of said Rancho El Cajon as partitioned by  
28 decree and shown and designated by map herein aforesaid being the  
29 same premises conveyed by the Savings and Loan Society to E. W.  
30 Scripps by deed recorded in book three hundred eighty-nine, page one  
31 hundred thirty-nine of deeds, together with stock and together with  
32 other personal property of every description on said Fanita Rancho.  
33

1 That the said plaintiffs, Josiah Starriett and Mary E. Star-  
2 riett, are the owners of the following described lands:

3 All those portions of lots sixty-one, sixty-three, sixty-four  
4 and sixty-five El Cajon Valley Company's lands according to map  
5 numbered and filed as aforesaid, described as follows:

6 Commencing at Northwest corner of lot sixty-five of said El  
7 Cajon Valley Company's lands, thence along Northerly line of said  
8 lot sixty-five and Northerly line of lot sixty-four, North eighty-  
9 eight degrees fifty-seven minutes East magnetic bearing one thou-  
10 sand ninety-one and seventy hundredths feet more or less to Westerly  
11 line of right of way of San Diego Guyamaca and Eastern Railroad,  
12 said Westerly line of said right of way being twenty-five feet West  
13 of center line of the track, as said center line of said track is  
14 shown on map numbered six hundred forty-seven, thence along said  
15 Railroad right of way South nine degrees twenty-three minutes East  
16 magnetic bearing a distance of eight hundred two and forty-two hun-  
17 dredths feet, thence South eighty-eight degrees fifty-seven minutes  
18 West magnetic bearing on a line parallel with said Northerly line  
19 of said lots sixty-four and sixty-five one thousand three hundred  
20 twenty-two and forty hundredths feet to point on Westerly line of  
21 lot sixty-one ~~and sixty~~ of said El Cajon Valley Company's lands,  
22 thence North seven degrees ten minutes East magnetic bearing along  
23 said Westerly line of said lot sixty-one and Westerly line of lot  
24 sixty-five eight hundred two and twenty-four hundredths feet to point  
25 of commencement, containing twenty-two acres more or less. Reserv-  
26 ing therefrom all water on surface or below surface of said lands  
27 herein conveyed except such unlimited quantities of said water as  
28 may be pumped from and used upon said lands herein conveyed, for the  
29 thorough irrigation of said lands conveyed, and for domestic use  
30 upon lands conveyed. Reserving to San Diego Flume Company right  
31 to lay water pipes across said lands conveyed, same to be at least  
32 two feet below surface. Being part of Rancho El Cajon.  
33



1 That the said plaintiff, Maude R. Stroup, is the owner of the  
2 following described lands:

3 Beginning at the Southwesterly corner of Stevens & Hartley's  
4 alfalfa lands according to map of replatting of lots one to nineteen  
5 inclusive of said Stevens & Hartley's alfalfa lands, filed in the  
6 Recorder's office July twenty-fifth, nineteen hundred thirteen and  
7 numbered one thousand five hundred ninety-four, thence North one  
8 degree twenty-seven minutes East two thousand twenty-nine and nine  
9 tenths feet to a point in the bed of the San Diego River, thence  
10 North sixty-one degrees fifty-one minutes East along the bed of  
11 said River six hundred sixty-four and fifty-seven hundredths feet,  
12 thence South one degree twenty-seven minutes West and parallel to  
13 the Westerly boundary line of said Alfalfa lands two thousand fifty  
14 and one tenth feet to a point on the Northerly right of way line of  
15 the San Diego and Southwestern Railway, thence South forty-six de-  
16 grees fifty-one minutes West along said right of way line four  
17 hundred thirty-eight and seventy-one hundredths feet to an inter-  
18 section with the Northerly line of Lakeside Avenue; thence South  
19 eighty-eight degrees thirty-three minutes West along said North  
20 line of Lakeside Avenue two hundred sixty-five and forty-seven hun-  
21 dredths feet to the point of beginning, except a strip of land  
22 seventy-feet in width shown on said map numbered one thousand five  
23 hundred ninety-four as H. D. Williamson's right of way for a ditch,  
24 containing in all twenty-eight acres.

25 That the said plaintiff, G. W. Taylor, is the owner of the  
26 following described land:

27 Northerly eight and four-tenths acres of the following des-  
28 cribed property situate in the said El Cajon Valley Company's lands,  
29 according to said map, filed as aforesaid:

30 All of lot sixty-six and that portion of lot sixty-seven of  
31 said lands lying West of right of way of San Diego Cuyamaca and  
32 Eastern Railroad as said right of way is shown on Map numbered six  
33

1 hundred forty-seven filed in the Recorder's Office November first,  
2 eighteen hundred ninety, together with land formerly in Moreno  
3 Avenue as now vacated, described as follows: Commencing at North-  
4 westerly corner of lot sixty-six, thence Southerly along Westerly  
5 line of said lot sixty-six <sup>six</sup> hundred feet more or less to Southwester-  
6 ly corner thereof, thence Easterly along Southerly line of lot sixty-  
7 six and across Moreno Avenue as now vacated and long Southerly line  
8 of lot sixty-seven a distance of one thousand eighty-seven feet more  
9 or less to Westerly line of right of way of San Diego Cuyamaca and  
10 Eastern Railroad, thence Northerly along said line of right of way  
11 a distance of six hundred feet more or less to Northerly line of  
12 said lot sixty-seven, thence Westerly along said Northerly line of  
13 said lot sixty-seven across Moreno Avenue as now vacated and along  
14 Northerly line of lot sixty-six a distance of nine hundred eighteen  
15 feet more or less to commencement, containing thirteen and eighty-  
16 hundredths acres more or less.

17 Reserving to the El Cajon Valley Company all flow of surface  
18 water and underflow of water excepting such amounts of water as  
19 may be used upon said herein named conveyed lands for the thorough  
20 irrigation of said land and for domestic use upon said land.

21 The Southerly line of said eight and four-tenths acres above  
22 described runs parallel with Northerly line of the thirteen and  
23 eighty hundredths acres.

24 That the said plaintiffs, Omer C. Thompson and Theron P. Grif-  
25 fith, are the owners of the following described land:

26 All that portion of tract four of part of the Rancho El Cajon  
27 as set off to heirs of James H. Hill, deceased, according to parti-  
28 tion map of said Hill Estate made by Wheeler in eighteen hundred  
29 seventy-four on file in the office of the County Clerk of said  
30 San Diego County, described as follows:

31 Beginning at a point thirty-five chains twenty-six links West  
32 of Quarter Section corner in the center of Section thirty-six  
33



1 township fifteen, South Range One West and running East fifty-nine  
2 chains ninety-one links to the Southwest corner of lot three of  
3 said Hill Estate, thence North along the West line of said tract  
4 three two hundred eleven chains fifty-six links to the Southeasterly  
5 ly line of Tract "B", of the partition of the Rancho El Cajon,  
6 thence South sixty-three degrees twenty-five minutes West along said  
7 Southeasterly line of Tract "B" seventy-two chains, thirty links,  
8 thence South along the Easterly boundary line of said tract "B" and  
9 the East line of Tract "O" of said partition of Rancho El Cajon one  
10 hundred fifty chains four links, thence West eleven chains twenty-  
11 six links, thence South fifteen chains ninety-six links to the most  
12 Northern corner of the land conveyed by Ben P. Hill and James McCoy  
13 to W. H. Somers by deed recorded in book ninety-six, page twenty-  
14 one, thence Southeasterly in a straight line to point of beginning.

15 Except therefrom that portion of said lands conveyed by Darius  
16 Key and M. S. Key to Benjamin F. Garrett, March fourth, eighteen  
17 hundred ninety-six, deed in book two hundred forty-seven, page four  
18 hundred twenty-three, described as follows:

19 Beginning at a point thirty-four chains fifteen links West of  
20 center of section thirty-six, Township fifteen South Range One West,  
21 which point is also on line between tracts five and six of Sommer-  
22 mont subdivision; thence West one chain eleven links, thence in a  
23 Northwesterly direction one thousand four hundred feet to an inter-  
24 section of the West boundary line of tract four of James Hill Estate,  
25 El Cajon Rancho, at a point nine hundred twenty-four feet North of  
26 Quarter section line of section thirty-five Township fifteen, South  
27 Range One West; thence North three hundred sixty feet; thence  
28 Southeasterly on extension of line between tract five and six of Somer-  
29 mont subdivision, at a point two hundred forty feet from the place  
30 of beginning; thence Southwesterly on extension of line between  
31 tracts five and six of Somermont subdivision to beginning, contain-  
32 ing one thousand two hundred eighty six acres, more or less.  
33

1 That the said plaintiff, Hugo Thum, is the owner of the fol-  
2 lowing described lands:

3 Beginning at the Northeast corner of lot or block fifty of El  
4 Cajon Valley Company's lands, thence North nine degrees one minute  
5 West along the Westerly line of Ash Street four hundred sixty feet  
6 to Southwest corner of lot or block one hundred seven of said El  
7 Cajon Valley Company's Lands, thence North eighty degrees fifty-  
8 eight minutes East along the North end of Ash Street and Northerly  
9 line of lot forty-five, six hundred sixty and one-tenth feet to  
10 the Northeast corner of said lot forty-five; thence North eighty  
11 degrees fifty-six minutes East along the Northerly line of lot  
12 forty-four, six hundred seventy feet to the Northeast corner of said  
13 lot forty-four, thence North eight degrees fifty seven minutes  
14 West along the Westerly line of lot one hundred eight, five hundred  
15 forty feet to the Northwest corner of said lot one hundred eight;  
16 thence along the Northerly line of said lot, one hundred eight  
17 North eighty-one degrees three minutes East two hundred seventy-five  
18 feet to the Southwest corner of lot one hundred six; thence along  
19 line dividing lots one hundred six and one hundred seven, North  
20 eight degrees fifty-seven minutes West one thousand six hundred  
21 eighty feet to the Northerly line of said lots one hundred six and  
22 one hundred seven, thence North eight degrees fifty-seven minutes  
23 West one hundred ten to a point in center of present bed of San  
24 Diego River as located in May nineteen hundred eight, thence fol-  
25 lowing down the center line of the present bed of said San Diego  
26 River as located in May nineteen hundred eight, to its intersection  
27 with the Easterly line of Vine Street (said center line of said  
28 present river bed being a meandered line as follows) North forty-  
29 five degrees thirty-two minutes West three hundred forty feet,  
30 thence South eighty-nine degrees eighteen minutes West four hun-  
31 dred thirty feet, thence South sixty-one degrees thirty-eight  
32 minutes West three hundred forty-five feet; thence South twenty-  
33



1 one degrees thirty-three minutes West eight hundred fifteen feet;  
2 thence South ten degrees three minutes West two hundred forty-five  
3 feet; thence South twenty-four degrees eighteen minutes West seven  
4 hundred feet, thence South twenty-three degrees thirteen minutes  
5 West six hundred eighty-five feet; thence South forty-four degrees  
6 seven minutes West six hundred fifty-seven and seventy-five hundredths  
7 feet to a point on the easterly line of Vine Street, thence along  
8 said Easterly line of Vine Street South nine degrees two minutes  
9 East five hundred twenty feet, thence North eighty degrees fifty-  
10 eight minutes East along the Northerly line of lots fifty-one and  
11 fifty, one thousand one hundred fifteen and six tenths feet to  
12 point of beginning, being all of lot one hundred seven and a portion  
13 of lots sixty-three, sixty-four, sixty-seven, and all that part of  
14 Timber Reserve of said El Cajon Valley Company's lands lying North  
15 of said blocks fifty and fifty-one and North and West of said lot  
16 one hundred seven and extending to said present center of said San  
17 Diego River as herein described by metes and bounds, containing  
18 one hundred ten and fourteen hundredths acres.

19 Together with all rights of reversion to the center lines of  
20 said Ash and Vine Street so far as the same abut said lands hereby  
21 conveyed, and also the reversion of the right of way for road here-  
22 inafter reserved, in case said streets or either of them or said  
23 road shall hereafter be abandoned as public highways.

24 Not including the water on surface of below the surface of  
25 said lands except such unlimited quantities of said water as may  
26 be pumped and used upon said lands herein conveyed for the thorough  
27 irrigation of said lands and for domestic uses.

28 Also excepting a right of way for public road forty feet wide  
29 beginning at the Northerly end of Ash Street and at the Southwester-  
30 ly corner of lot one hundred seven, running thence Northerly and  
31 Northeasterly along and across lot one hundred seven, following  
32 closely the line of the present trail to the present crossing of  
33

1 said trail across the San Diego River, which is a point immediately  
2 Northwesterly of the Rock Ledge and Sycamore tree where the U. S.  
3 Government has a water measuring station, being part of the Rancho  
4 El Cajon.

5 Also reserving to San Diego Flume Company a right to lay water  
6 pipes across said land.

7 Also all that portion of lots one hundred six and one hundred  
8 eight of the El Cajon Valley Company's lands, according to map  
9 thereof numbered two hundred eighty-nine, filed as aforesaid, des-  
10 cribed as follows:

11 Beginning at the Northwesterly corner of lot or block one hun-  
12 dred eight of said El Cajon Valley Company's lands, thence South  
13 eight degrees fifty-seven minutes East two hundred sixty feet along  
14 the Westerly line of lot or block one hundred eight, thence North  
15 eighty degrees fifty-six minutes East one thousand one hundred  
16 fifty-eight and six tenths feet to the Easterly line of lot or block  
17 one hundred eight, thence North eight degrees fifty-seven minutes  
18 West one thousand four hundred forty-seven and seven tenths feet to  
19 a stake in center of the present bed of the San Diego River as lo-  
20 cated December twenty-first, nineteen hundred eight; thence follow-  
21 ing the course of said river, as located at said date South eighty-  
22 five degrees eighteen minutes West four hundred eighty-five feet;  
23 thence North fifty-eight degrees forty-two minutes West three hun-  
24 dred feet, thence North thirty-three degrees forty-four minutes West  
25 four hundred seven and seven tenths feet to a point one hundred ten  
26 feet Northerly of the Northeasterly corner of lot or block one hun-  
27 dred seven of said El Cajon Valley Company's lands; thence South  
28 eight degrees fifty-seven minutes East along the Easterly line of  
29 lot one hundred seven, one thousand seven hundred ninety feet to a  
30 point in the Northerly line of lot or block one hundred eight;  
31 thence South eighty-one degrees three minutes West along the Norther-  
32 ly line of said lot or block one hundred eight, two hundred seventy-  
33



1 five feet to point of beginning, containing thirty-three and fifty-  
2 one hundredths acres, being part of Rancho El Cajon.

3 Not including the water on surface or below surface on said  
4 land, except such unlimited quantities of said water as may be  
5 pumped and used upon said lands herein conveyed for the thorough  
6 irrigation of said lands and for domestic use upon said land con-  
7 veyed and also upon adjoining lands heretofore conveyed to said  
8 Hugo Thum. Reserving to San Diego Flume Company the right to lay  
9 water pipes across said lands, same to be at least two feet below  
10 surface.

11 That the said plaintiff F. & W. Thum Company, a corporation,  
12 is the owner of the following described land:

13 Commencing at a stake fifty links North of the Northeast corner  
14 of lot "H" known as the Magee Tract in the subdivision of the Rancho  
15 El Cajon, running thence North on the line between lots "H" and "T",  
16 fifty-nine chains to a post; thence West thirty-three chains and  
17 ninety links to a post; thence South fifty-nine chains to a post;  
18 thence East thirty-three chains ninety-links to commencement, being  
19 part of sections twenty-one and twenty-eight, Township fifteen South,  
20 Range one West, S.B.M. and also being located in lot "T" of Rancho  
21 El Cajon, according to partition map made in suit of Lankershim et  
22 al vs. Crane, et al.

23 That the said plaintiffs, F. J. Lebert and George J. Bach, and  
24 Harry Timkin, are the owners of the following described land:

25 All of Blocks fifty-nine to eighty inclusive of the subdivision  
26 of the "S" Tract, Rancho El Cajon according to map in book one  
27 hundred seventy page seventy-one of deeds, records of San Diego  
28 County, excepting that portion of lots seventy-nine and eighty con-  
29 veyed by George K. Frink and Lucie Howe Frink in deed dated January  
30 20th, 1909, and recorded in book ~~515~~ 515, page 156, of deeds, des-  
31 cribed as follows: Commencing at a stone mound which said mound is  
32 corner No. 2, Rancho El Cajon and running thence along the North-  
33

1 easterly boundary of said Rancho El Cajon, South sixty-two degrees,  
2 two minutes East four hundred ninety-six feet, seven inches to a  
3 three by three post which said post is corner numbered One of El  
4 Monte Rancho as shown on map thereof numbered 1046 filed in the  
5 County Recorder's Office, August 26th, 1908, running thence South  
6 one degree, twenty-nine minutes East one thousand, one hundred and  
7 seventy-five feet, nine inches to a stone monument on the North bank  
8 of the San Diego River, thence running South eighty-six degrees two  
9 minutes West two thousand sixty feet to a post three inches in  
10 diameter set on the North bank of said San Diego River; thence South  
11 forty-nine degrees nine minutes West two thousand, two hundred fif-  
12 ty-four feet five inches to a stone set in a stone mound; thence  
13 running North two thousand twenty-four feet, seven inches to a four  
14 by four post set on the Northerly line of said Rancho El Cajon and  
15 running thence along said Northerly line of Rancho El Cajon North  
16 seventy-three degrees three minutes East three thousand four hundred  
17 forty feet to place of beginning, containing one hundred nineteen and  
18 seventy hundredths acres, more or less. Said blocks numbered fifty-  
19 nine to eighty, inclusive, of the said subdivision of the said "S"  
20 Tract of the El Cajon Rancho being commonly known and called the  
21 "El Monte Ranch".

22 That the said plaintiff J. L. Williams is the owner of the  
23 following described land:

24 Commencing at the Southwesterly corner of block seventy-seven  
25 of El Cajon Valley Company's lands, in the County of San Diego ac-  
26 cording to amended map thereof numbered six hundred forty-seven  
27 filed in the office of the County Recorder of said San Diego County  
28 November first, eighteen hundred ninety; thence Northerly along the  
29 Westerly line of said block seven hundred nineteen and ninety-five  
30 hundredths feet, more or less, to the Northwest corner of said block,  
31 thence Easterly along the Northerly line of said block three hundred  
32  
33



1 sixty-one and three hundredths feet to a point; thence at right an-  
2 gles Southerly one thousand forty-seven and five tenths feet to a  
3 point on the Southerly line of the block (as Southerly line is  
4 shown on map of El Cajon Valley Company's lands, numbered two hun-  
5 dred eighty-nine, filed in the office of the County Recorder of  
6 said County, December thirtieth, eighteen hundred eighty-six);  
7 thence Westerly along the said Southerly line of said block to the  
8 point of commencement, excepting therefrom the right of way of the  
9 San Diego, Cuyamaca, and Eastern Railroad.

10 That the said plaintiff, James Ballantyne, is the owner of  
11 the following described lands:

12 Being a part of Cowles subdivision of Tract "O" Rancho El Cajon.

13 Beginning at a stake set at the intersection of the East line  
14 of Magnolia Avenue and the South line of Woodside Avenue, and run-  
15 ning thence Southerly along the East line of said Magnolia Avenue  
16 six chains to a stake, thence at right angles Easterly five chains  
17 to a stake; thence at right angles Northerly and parallel with  
18 said East line of Magnolia Avenue six and twenty hundredths chains  
19 to a stake on the South line of said Woodside Avenue; thence West-  
20 erly along said South line of Woodside Avenue five chains to place  
21 of beginning, containing three and five hundredths acres.

22 Also Lots one and two in block eight according to map of lots  
23 "H" and "O" Rancho El Cajon.

24 Also lot four, block eight in lots "H" and "O" of Rancho El  
25 Cajon, containing one and twenty-seven hundredths acres more or less.

26 Also beginning at Southwest corner of lot five, block four of  
27 subdivision of lots "H" and "O" Rancho El Cajon, according to map  
28 thereof surveyed for the San Francisco Savings Union by Taylor, and  
29 one file in the Recorder's Office April second, one thousand eight  
30 hundred ninety-six, said Southwest corner of said lot five being in  
31 center of Lakeside Avenue; thence North one degree twenty-seven  
32 minutes East along West line of lots five and one in said block  
33

1 four, one thousand eight hundred sixty-six and fifty-five hundredths  
2 feet to center of the San Diego River, thence along center of said  
3 San Diego River, North eighty-seven degrees twenty-six minutes  
4 East one thousand three hundred twenty-three and three-tenths feet  
5 to East line of said lot one; thence North eighty-two degrees fifty  
6 minutes East thirty and thirty-four hundredths feet; thence South  
7 one degree twenty-seven minutes West parallel to and thirty and  
8 thirty-four hundredths feet East of East line of lots one and six  
9 in said block four, one thousand five hundred sixty-six and eight  
10 tenths feet; thence South sixty-two degrees and thirty-three  
11 minutes West eight hundred twenty-one and ten hundredths feet to  
12 its intersection with center line of Lakeside Avenue; thence North  
13 eighty-eight degrees, thirty-three minutes West along center line  
14 of said Lakeside Avenue, seventy-seven and sixty-two hundredths feet  
15 to center of Magnolia Avenue; thence South sixty-two degrees thirty-  
16 three minutes West along center of Magnolia Avenue, five hundred  
17 thirty-three and eighty-five hundredths feet; thence North seventeen  
18 degrees four minutes West two hundred seventy-one and nine tenths  
19 feet to place of beginning, containing fifty-seven and sixty-nine  
20 hundredths acres. Subject to all right of way for road purposes  
21 and conducting water now existing across any portion of said pre-  
22 mises.

23 Reserving to grantors right to construct a pipe line for  
24 conveying water from lands of grantors owned by them and lying  
25 Northeasterly of tract granted across said tract granted to lands  
26 now owned by grantors on Westerly side thereof, said pipe line to  
27 be located parallel to present pipe line of grantors and distant  
28 not more than three feet therefrom on Southerly side thereof.

29 2.  
30 That on the said lands plaintiffs are growing, and for many  
31 years have been accustomed to grow, vegetables, orchards, vines, grain  
32 alfalfa and other crops; that plaintiffs have expended large sums  
33 of money in erecting pumping plants for the purpose of taking water



1 from the said San Diego River for the proper irrigation of their  
2 lands; that plaintiffs have regularly and annually for many years  
3 <sup>last</sup> past so irrigated said lands and the crops, vines, orchards, and  
4 other crops growing thereon with water taken from the said San Diego  
5 River; that said regular and annual irrigation of said lands has  
6 caused said lands to be productive and that said lands are now pro-  
7 ducing, and for many years have been accustomed to produce, pro-  
8 fitable crops, fruits, grain, alfalfa, and other products, and that  
9 said lands are now of great value; that without such irrigation  
10 said lands would have been, and would now be, of little or no value;  
11 that because said lands are capable of irrigation from the said  
12 River, and have been and are being regularly irrigated, and can be  
13 so irrigated from said River, they are much more valuable than they  
14 would otherwise have been had they not been capable of such irriga-  
15 tion, and had there not been water readily obtainable from said  
16 River for such irrigation.

17 That the said James Ballantyne and his family, William McClain  
18 and his family, Lewis Kirkpatrick, G. W. Taylor and his family,  
19 H. W. Chase and his family, Morris Philbrook and his family, Grover  
20 E. Philbrook and his family, T. W. Donahoe and his family, Louis J.  
21 Melville and his family, J. W. Fetters and his family, Josiah Star-  
22 riett and his family, J. C. Brockway and his family, and many other  
23 families and persons who are tenants and employees of said plain-  
24 tiffs, are living upon said lands, and their only source of water  
25 supply is from the said San Diego River, and all of them need, and  
26 are using and depending upon said water for domestic, culinary,  
27 sanitary and household uses, and for the watering stock.

5

29 That the said plaintiffs intend, and each of said plaintiffs  
30 intends, and will regularly and annually hereafter continue to pump  
31 and take water from said river, and hereafter irrigate their said  
32 crops, until deprived of said water, and if they are deprived of  
33

1 said water, or any material portion thereof, they will be unable to  
2 irrigate said crops and lands, and by reason thereof such crops and  
3 lands will be irreparably damaged and injured.

4.

4 That about twelve miles above the most Easterly parcel of the  
5 lands of said plaintiffs, at a point just below where Boulder Creek  
6 empties into the San Diego River, there is now a place on and  
7 across the bed of said San Diego River, a masonry diverting dam,  
8 which was erected and constructed about the year 1888 by the San  
9 Diego Flume Company.  
10

5.

11 The plaintiffs allege that these defendants well knowing the  
12 premises and with the intent of injuring the plaintiffs, and each  
13 of them, are wrongfully and without any right, and without the con-  
14 sent of these plaintiffs, or any one of them, and over and against  
15 the written and oral protests and objections of each one of these  
16 plaintiffs, engaged in the construction, erection and placing of a  
17 system of water works and pumping plants at a point on the said San  
18 Diego River where the Chocolate Creek empties into the said San  
19 Diego River located about ~~two~~ two miles above the extreme Easterly  
20 parcel of the said plaintiffs' lands, and at a point on the said  
21 river about five miles East of the last named point, and at a point  
22 on the said river about five hundred feet below the said diverting  
23 dam, and at a point on the said river near the West line of the said  
24 El Monte Ranch, all of which points are in the bed of the said San  
25 Diego River, and above all the lands of the said plaintiffs on the  
26 said San Diego River, except the said point near the West line of  
27 the said El Monte Ranch which point is above all the lands of the  
28 said plaintiffs on the said river, except the said El Monte ~~Ranch~~  
29 Ranch, and below the said diverting dam, and said defendants are  
30 installing, and are about to install, at said points in said San  
31 Diego River, powerful machinery and pumps, with the screw and de-  
32  
33



1 clared intention and for the purpose of arresting, taking and  
2 diverting, and unless restrained by order of this Court, the said  
3 defendants will take, arrest, and divert a great part of the waters  
4 of said San Diego River, upon which plaintiffs, are depending for  
5 their source of supply, and that said defendants threaten, intend,  
6 and expect to, and unless restrained by order of this Court, they  
7 will thereby, and by other means, prevent said water from flowing  
8 into its accustomed channel to, over, upon, across, and underneath,  
9 the said respective lands of said plaintiffs, and will arrest, take  
10 and divert continually hereafter a great quantity of said water  
11 and carry and conduct the same, by means of pipes, flumes, conduits,  
12 and other means, away from said point, or points of diversion, and  
13 from the water-shed of the said San Diego River, to other points far  
14 from and beyond the water-shed of the said San Diego River, and  
15 there will sell and dispose of the same as an article of merchandise  
16 and commerce, and prevent the same ever returning to the said San  
17 Diego River, or to its water-shed or to any of the lands of the said  
18 plaintiffs, or to any part thereof.

19 6.

20 That the said San Diego River affords and is the only source  
21 of supply of water by which the said lands of the said plaintiffs,  
22 and each of them can be irrigated; that the water which the said  
23 plaintiffs allege will be so taken and diverted by the said defend-  
24 ants from the said water-shed of the said San Diego River, and which  
25 would, but for such taking and diverting of the said water, by the  
26 said defendants, flow in its natural channel to, along, by, through,  
27 over, upon, and underneath, the said lands of the said plaintiffs,  
28 and each one of them; that by said wrongful taking and diverting,  
29 by said defendants, of said water, the said plaintiffs and each  
30 one of them, will be deprived of the natural flow of the water of  
31 the said San Diego River, to, by, through, over, upon, and under-  
32 neath, their said respective lands, and the respective lands of

1 each one of them, and of the use of said water for stock, domestic,  
2 culinary, farming, agricultural and irrigation purposes, and for  
3 all other purposes for which the owners of the lands on the bank  
4 of the natural stream may use the water thereof, and plaintiffs will  
5 thereby be deprived of the crops, pasture and feed which might  
6 otherwise be raised or produced on said lands, and of the water  
7 with which to irrigate said lands; that said lands will thereby  
8 depreciate in value, and that the injury caused these plaintiffs,  
9 and each one of them, will be great and irreparable; that the said  
10 plaintiffs are and each one of said plaintiffs is, without any  
11 plain, speedy or adequate, or any remedy or relief at law herein;  
12 that the claim of defendants to such water is without right, and  
13 that defendants have not any right, title or interest in or to the  
14 said water in the said San Diego River, or to take or divert the  
15 same, or any part thereof below said diverting dam.

16 That by reason of said acts of the said defendants, the said  
17 plaintiffs, and each one of them will sustain great and irreparable  
18 injury.

19 That the said defendants claim and pretend, as these plain-  
20 tiffs are informed and believe, that they have the right to take  
21 all or any portion of the water from said stream and to conduct the  
22 same from the watershed of the said river, and there to sell and  
23 dispose of the same as an article of commerce, adversely to the  
24 rights and interests of the said plaintiffs, and of each of them,  
25 and in hostility to the rights of the plaintiffs as owners of land  
26 riparian to the said stream and as owners of land situated within  
27 the watershed of the said San Diego River.

28 That the said defendants, unless restrained by order of this  
29 Court, intend to and will take and divert the water of said San  
30 Diego River in large quantities to some territory outside of and  
31 beyond the water-shed of the San Diego River and will there sell  
32 and dispose of the same and will continue perpetually such diversion



1 of water, and will thereby deprive the plaintiffs and each of them  
2 of all use and advantage of the flow of such water, to, by, over,  
3 beneath, and through the said lands of plaintiffs and each of them,  
4 will be rendered less productive and less valuable; the plane of  
5 saturation in the said lands of plaintiffs will be lowered, and  
6 greater expense will be incurred by plaintiffs in extracting water  
7 therefrom, and the plaintiffs and each of them will sustain great,  
8 continuing and irreparable injury; that all of the said acts of  
9 the defendants have been and are without right; that the said de-  
10 fendants have not and never had any right or title in or to any of  
11 the said water of the said stream below the said diverting dam, and  
12 the said defendants have no right to take any water of said stream,  
13 below said diverting dam, out of the watershed of the said San Diego  
14 River, as they threaten and intend to do as above alleged, or at all.

15 7.

16 That not only have the said defendants avowed and declared  
17 their intention of arresting, taking and diverting the water from  
18 the said San Diego River, at said points as above set forth, but  
19 they have actually commenced, wrongfully and without any right, and  
20 without the consent of these plaintiffs, or of any one of them, to  
21 arrest, take and divert water from the said San Diego River at said  
22 above described points, and have been actually engaged, wrongfully  
23 and without the consent of these plaintiffs, or of any one of them,  
24 in arresting, taking and diverting large quantities of water, the  
25 exact amount of which is unknown to these plaintiffs, from the said  
26 San Diego River, by such means, with the said pumping plants, pipes,  
27 flumes, and conduits, away and from the said points of diversion,  
28 and from the water-shed of the said San Diego River, to other points  
29 far from and beyond the water-shed of the said San Diego River, and  
30 are there selling and disposing of the same as an article of mer-  
31 chandise and commerce, and are preventing the same and every part  
32 thereof, from returning to the said San Diego River, or to its  
33

1 water-shed, or to any of the lands of the said plaintiffs, or to  
2 any part thereof, and will continue to do so, unless restrained by  
3 the order of this Court, to the great and irreparable injury and  
4 damage of these plaintiffs and of each one of them.

5 That up to the 20th day of September, 1913, the said plaintiffs  
6 have been in the peaceable possession of the flow of the waters of  
7 the said San Diego River; that since said time the said plaintiffs  
8 have been deprived of the flow thereof by the wrongful diversion  
9 of such flow by said defendants, by means of said pumping plants  
10 at said points.

11 8.

12 That said F. W. Thum Company is a corporation organized and exist-  
13 ing under and by virtue of the laws of the State of California with  
14 its principal place of business in the said County of San Diego.

15 9.

16 That said Fenton-Sumpton-Barnes Company is a corporation  
17 organized and existing under and by virtue of the laws of the  
18 State of California with its principal place of business in the  
19 said County of San Diego.

20 10.

21 That said Cuyamaca Water Company is a corporation organized  
22 and existing under and by virtue of the laws of the State of Cali-  
23 fornia with its principal place of business in the said County of  
24 San Diego.

25 11.

26 That said Lakeside Farms Mutual Water Company is a corporation  
27 organized and existing under and by virtue of the laws of the State  
28 of California with its principal place of business in the said  
29 ~~State~~ County of San Diego.  
30  
31  
32  
33



12.

That the said E. W. Scripps is the husband of said Mackie M. Scripps; that the said John Johnston, Jr., is the husband of said Dell H. Johnston; that the said James L. Stroup is the husband of Maude R. Stroup; that the said J. C. Brockway is the husband of said Anna Jane Brockway; that the said J. H. Beadle is the husband of the said Isabell Beadle.

13.

That the said James A. Murray and Ed Fletcher are co-partners, doing business under the firm name and style of the Cuyamaca Water Company, in the said County of San Diego, State of California.

14.

That the said defendants have no right to use, or take, or divert any water from the said San Diego River, at any point thereon, or from any of its tributaries or branches, except the amount of water heretofore actually taken and continually used for beneficial purposes by said defendants from that portion of the said San Diego River above the said diverting dam, the exact amount of which water is not known to these plaintiffs, but plaintiffs are informed and believe, and therefore allege that the amount of water does not exceed two hundred, eighty miners inches.

WHEREAS plaintiffs pray that pending the trial and final

determination of this action, an order issue out of this Court restraining and prohibiting the defendants, and their agents, servants, and employes, and all other persons acting in their aid or assistance, or in privity with them, from taking, or diverting from the said San Diego River, or from any of its channels, branches, or tributaries below the said diverting dam, by machinery, pumps, pipes, flumes, conduits, or any other means constructed, or used, or intended to be constructed or used by the said defendants for that purpose, any of the water of the said San Diego River, naturally flowing therein, either on or above the surface of the bed of the said San Diego River, or from the sands or gravel of the bed of the said San Diego River, above the said plaintiffs' lands, or above the land of any one of them on said river, and below the said diverting dam; that upon the final hearing and determination of this action that the said defendants be perpetually enjoined and restrained from doing or permitting any acts or things above mentioned, and that the said defendants, their agents or employes, and all persons acting in their aid or assistance, or in privity with them, be perpetually enjoined and restrained from taking, diverting, or obstructing, or interfering with in any way, or at any point, the natural flow of the stream of said river down to, on, by, through, over, or underneath the said plaintiffs' lands, or the lands of any <sup>one</sup> of the said plaintiffs, or any part or portion thereof.

THAT IT BE ADJUDGED AND DECREED that the said defendants have no right to take water from the said San Diego River, or from any of its said branches or tributaries above any of the said plaintiffs' lands, and below the said diverting dam, and to divert the same to any point beyond the water-shed of the said San Diego River.











In The  
SUPERIOR COURT  
Of The  
COUNTY OF SAN DIEGO, STATE OF  
CALIFORNIA

Lakeside Farms Mutual Water  
Company, et al, Plaintiffs,

vs.

Cuyamaca Water Company, a cor-  
poration, et al, Defendants.

AMENDED COMPLAINT

Received Copy of the within,  
this 25 day of September, 1914.

DOOLITTLE & MORRISON

Attorneys for Plaintiffs

5-10 Lawyers Block, San Diego, Cal.



**Ed Fletcher Papers**

**1870-1955**

**MSS.81**

**Box: 55 Folder: 47**

**Business Records - Water Companies -  
Cuyamaca Water Company - Lakeside Farms  
Company vs. Cuyamaca Water Company**



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