

GUYAMACA WATER COMPANY

SUCCESSORS TO
THE SAN DIEGO FLUME COMPANY
OFFICE, FLETCHER BUILDING
816 EIGHTH STREET, BETWEEN BROADWAY AND E
P. O. BOX 1412

ED FLETCHER, MANAGER
LOU B. MATHEWS, SECRETARY
C. HARRITT, SUPERINTENDENT

SAN DIEGO, CALIFORNIA,
August 8, 1924

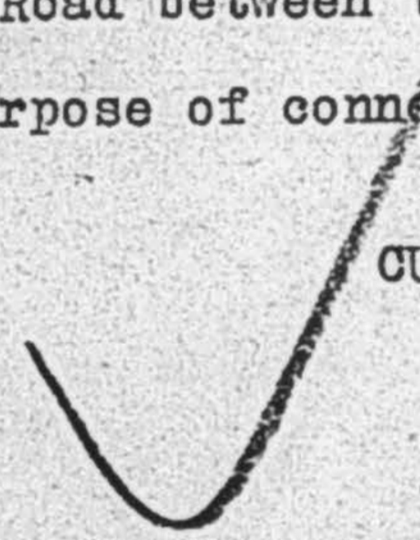


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C-7805*

NOTICE TO CONSUMERS OF GUYAMACA WATER CO.

On Monday, August 11th, the water will be shut off in East San Diego, Normal Heights, Kensington Park, and all territory west of the Radio Road between the hours of two and four P. M. for purpose of connecting in new lines.

GUYAMACA WATER COMPANY



C-7805

*N 20 1924
JUN 20 1924*

NOTICE TO WATER CONSUMERS IN NORMAL HEIGHTS & KENSINGTON PARK

Water will be off from 1:00 P.M. to 6:00 P.M.

Tuesday, June 24th, to enable the Company to make connections with the new 12-inch Cast Iron Pipe on El Cajon Avenue.

GUYAMACA WATER COMPANY

Jan 2, 1924



WATER NOTICE

Water will be shut off in Normal Heights on Saturday Evening, October 27th, from 7:00 to 9:00 p.m. while pipe line connections are being made.

CUYAMACA WATER COMPANY

The return postal cards from the residents of Normal Heights and Kensington Park show that by a vote of nearly six to one, Normal Heights and Kensington Park prefer not to annex to the City of San Diego at this time.

We are encouraged to go ahead with the installation of a 12" cast iron pipe which will furnish a larger supply and better pressure of water for your section. We are expecting the arrival of the pipe any day by boat through the Panama Canal, and will have same completely installed this spring. This pipeline, when installed, should assist you in securing a lower rate of insurance. It will also give you pressure for fire purposes, and if either community desires to install fire hydrants at the expense of the community, we will furnish free water for fire purposes until further notice.

The Cuyamaca Water Company has never filtered its water from Murray Dam, your source of supply, but we regularly have analyses made by the State, and when necessary, have chlorinated same. The analyses of samples taken both by the state authorities and ourselves, show the water to be up to State Board of Health standard.

It would cost us approximately \$25,000 or \$30,000 to acquire the necessary land and construct a filtration plant. There is also considerable expense in the operation of same. Including interest and depreciation on the cost of the filtration plant, plus the operation of same, the writer estimates the additional cost of water to be approximately 1 to 1 1/2¢ a hundred cubic feet to be added to the present price in order to warrant our installation of said plant.

In order to get an expression from you on this subject, inclosed kind addressed postal card, which we would appreciate it if you would sign and mail at your earliest convenience.

In closing, the writer wishes to invite any friendly criticism, and would appreciate any suggestions for better cooperation.

Yours very truly,

CUYAMACA WATER COMPANY,

Per Earl Fitcher
Manager

EF:AH

JAN 16 1924

January 3
1924

To Consumers
Normal Heights
Kensington Park

The return postal cards from the residents of Normal Heights and Kensington Park show that by a vote of nearly six to one, Normal Heights and Kensington Park prefer not to annex to the City of San Diego at this time.

We are encouraged to go ahead with the installation of a 12" cast iron pipe which will furnish a larger supply and better pressure of water for your section. We are expecting the arrival of the pipe any day by boat through the Panama Canal, and will have same completely installed this spring. This pipe line, when installed, should assist you in securing a lower rate of insurance. It will also give you pressure for fire purposes, and if either community desires to install fire hydrants at the expense of the community, we will furnish free water for fire purposes until further notice.

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It would cost us approximately \$25,000 or \$30,000 to acquire the necessary land and construct a filtration plant. There is also considerable expense in the operation of same. Including interest and depreciation on the cost of the filtration plant, plus the operation of same, the writer estimates the additional cost of water to be approximately 1 to 1 1/4 a hundred cubic feet to be added to the present price in order to warrant our installation of said plant.

In closing, the writer wishes to invite any friendly criticism, and would appreciate any suggestions for better cooperation.

Yours very truly,

CUYAMACA WATER COMPANY,

Per ED FLETCHER
Manager.

WATER NOTICE

Water will be shut off from the Low

Service area on Friday, January 18, 1924 at

8:00 P. M., until 5:00 A. M. Saturday, January

19, 1924 for making connections to water main.

The districts to be affected will be a portion

of old La Mesa Townsite, Lemon Villa, Kensington

Park and Normal Heights.

CUYAMACA WATER COMPANY

EEAH

50 HHS
1100
Name as sample

Sept. 9th, 1913.

To The Consumers of the Cuyamaca Water Co.:

In justice to the Cuyamaca Water Company, I desire to put before you as clearly as possible the water situation at the present time.

In May there was every indication, according to past records, of a full domestic supply of water to the consumers and at least a quarter supply for irrigation purposes for the entire season, but owing to the unprecedented dry season, it caused a reduction of the flowage of springs and streams below Cuyamaca Lake, together with the extremely hot, murky summer caused an unprecedented percentage of loss, together with the remarkable growth of the domestic supply has caused a shortage which could not be anticipated early in the season. Early in July the high percentage of loss became noticeable, which caused our order for a reduction of the irrigation supply to one-quarter on August 1st.

Early in July I secured Mr Murray's consent to install a pumping plant. A five year contract was made with Mr Henderson to pump water from his ranch. Immediately after the contract was recorded, we were notified by Mr Henderson in writing that he would contest our right to install a pumping plant. I am satisfied his action was inspired by certain men who have opposed the Cuyamaca Water Company from the beginning and have attempted to put this Company in a

hole every chance they could for reasons of their own.

As it would mean endless litigation and delay we decided to abandon our attempt to install a pumping plant at Hendersons and we entered into negotiations with the owners of the Monte Ranch to either allow us to pump water from the Monte Ranch or allow the owners to sell us water and pump it themselves. After over a week's delay, the owners in writing definitely refused to relieve the emergency or consider any proposition from us in our efforts to get a temporary supply of water.

Our only recourse left was to purchase a piece of land which we did immediately thereafter, and acquired the Keuhner property, which includes a mile of river channel, as well as the El Capitan reservoir site. This deal was consummated about the 15th of August.

On August 18th, our engineer, Mr Post, reported the amount of water in Cuyamaca Lake as follows:
July 29th - 966 acre feet, and at the rate the water was being withdrawn from Cuyamaca Lake, we would only have 492 acre feet
On August 31st, or over half of the supply withdrawn from Cuyamaca Lake in thirty-five days. The report also showed that there was not enough water in La Mesa dam to supply the demands until January 1st next of six or eight thousand people living between La Mesa and the city limits.

In the meantime, we had allowed the Lemon Grove Mutual Water Company to develop a supply of their own from Los Cochis Creek and use our flume to transport the water to Lemon Grove. As is generally known, the riparian owners below served an injunction and stopped the development of this

OFFICE OF
CUYAMACA WATER COMPANY
1550 D STREET
SAN DIEGO, CALIFORNIA

745

TO WATER CONSUMERS:

Notice is hereby given to each consumer that as the supply of water in Cuyamaca Lake is 19'-5", or 432,000,000 gallons of water, this means that in order to make the water hold out as long as possible, or until rains come, it will be necessary to put each and every consumer on a one-third (1/3) supply of water, commencing September 1, 1912, and until further notice. In order to do this it will be necessary for this Company to install adequate pumping facilities and start immediate pumping from the La Mesa Reservoir. To do this it will be necessary for this Company to make an additional charge of ten cents a thousand gallons, in addition to the regular charge under contract for gravity water, to cover the expense of pumping; said rate being subject to change by the State Railroad Commission.

Respectfully,

CUYAMACA WATER COMPANY,

Lou B. Mathews, Secretary

August 15, 1912.

August 29, 1913.

To The Consumers:

Owing to the exceedingly dry season and the loss of water by evaporation in reservoirs and streams in transit, it is necessary to discontinue furnishing irrigating water commencing September 5th, 1913.

In answer to our inquiry as to the amount of irrigating water desired by the consumers in case we installed a pumping plant, the total amount of water ordered was 23 inches over the entire system, excepting Lemon Grove, which consumers have made arrangements for a supply of their own by pumping.

The Cuyamaca Water Company, however, on the order of the Commission, are installing a pumping plant in the San Diego River for the purpose of furnishing pumped water to the consumers. Every effort is being made to install said pumping plant at an early date; the contract has been let, and within thirty days from date we expect to be able to furnish the needed supply. The price of pumped water will be 10¢ a thousand gallons in excess of the regular ~~rate~~.

Any consumer desiring to secure pumped water should make application at once, stating the amount desired.

Respectfully,

Cuyamaca Water Co.,
Ed Fletcher, Mgr.

CUYAMACA WATER COMPANY

SUCCESSORS TO

THE SAN DIEGO FLUME COMPANY

OFFICE: FLETCHER BUILDING

916 EIGHTH STREET, BETWEEN BROADWAY AND E

P. O. BOX 1412

ED FLETCHER, MANAGER
LOU B. MATHEWS, SECRETARY
C. HARRITT, SUPERINTENDENT

SAN DIEGO, CALIFORNIA.

February 1, 1924.

To Consumers Cuyamaca Water Company,
Normal Heights and Kensington Park,
California.

Gentlemen:

As there is considerable agitation pro and con regarding annexation, and as there are so many unwarranted statements being made, this Company will from time to time issue bulletins stating the facts regarding the Cuyamaca Water Company's position.

We are not opposing annexation, but are simply asking for a square deal. We welcome any fair investigation and friendly criticism.

The Cuyamaca Water Company made possible the growth of Normal Heights and Kensington Park, having furnished you water for many years at a loss. Our total sales of water in 1921 to Normal Heights were \$12,007.01; in 1922—\$14,654.37; in 1923—\$18,419.90. In 1921 to Kensington Park—\$2,775.58; in 1922—\$3,060.42; in 1923—\$3,408.25.

We have nearly \$200,000 invested in the Normal Heights and Kensington Park distribution line from the East San Diego connection at the corner of Euclid Avenue and El Cajon Avenue. In 1922, although we only received approximately \$18,000 from Normal Heights and Kensington Park, we spent over \$40,000 in cast iron pipe and other improvements on the above distribution line for Normal Heights' and Kensington Park's adequate protection.

In 1923, although our total gross receipts from Normal Heights and Kensington Park were approximately \$22,000, we rebuilt over two-thirds of Normal Heights' distribution system, installing 25,961 feet of new pipe in Normal Heights and 13,065 feet in Kensington Park at an approximate cost of \$37,500.

The above figures of revenues from Normal Heights and Kensington Park are not net. The maintenance and operation such as pipe and service repairs, meter repairs, meter readings, office expense, etc., amounts to approximately \$8,000 a year which should be deducted from the above figures. This does not include the cost of operation of Murray Dam or the main transmission lines which are necessary to bring the water to the Normal Heights and Kensington Park territory.

There is now being installed 3,000 feet of 12" cast iron pipe between East San Diego and Normal Heights, also 1,600 feet of 8" cast iron pipe.

Our expenditures to improve your distribution system this year will exceed \$30,000. Our 12" and 8" cast iron pipe will be installed by June first next, and when completed, you will be connected directly with Murray Dam under a water pressure superior to any the City of San Diego can give you.

If you should annex to San Diego there is no legal obligation for the City to buy our distribution system. They can build a competing system at the City's expense paralleling ours, thereby destroying completely our investment of nearly \$200,000, and there is no legal obligation for the City to continue buying water from us.

The writer has never opposed progress or annexation, and never will, if that is your wish. All we ask if you do annex is that our distribution system be taken over by the City at a valuation fixed by the courts, by agreement, by the Railroad Commission, or by arbitration, and that water be purchased from us by the City for Normal Heights and Kensington Park for a reasonable time—say five years—thereby giving us time to develop new territory for our water.

In addition to the investment of nearly \$200,000 in the distribution system for your section, we have an added investment of between \$300,000 and \$400,000 in Murray Dam and main pipe line to East San Diego, built largely to protect the domestic supply of East San Diego, Normal Heights and Kensington Park, now approximately 20,000 inhabitants.

With the installation of our 12" and 20" cast iron pipe, you are fully protected for the next ten years as regards water supply and pressure for fire purposes. If you will install the fire hydrants at your own expense, we will furnish the water free of charge indefinitely. If you will petition the Board of Supervisors to install fire hydrants, and the Supervisors request us so to do, we will install the hydrants at our own expense and charge the County Board of Supervisors \$2.00 monthly rental for each hydrant, furnishing the water free of expense for fire purposes.

This Company desires to co-operate with you in every way possible, and will be glad to answer any inquiries.

Yours very truly,

CUYAMACA WATER COMPANY

Per ED FLETCHER,
Manager.

October 27, 1924.

TO RESIDENTS CUYAMACA LAKE:

We have spent nearly \$1,000 in the last four months in getting a better supply of water, and there is considerable more money to be spent yet.

Commencing November first, 1924 each person with a house at Cuyamaca will be asked to furnish his own meters and pay a minimum of \$1.00 a month for water - the rates for water to be 30¢ a hundred cubic feet for the first 500 cubic feet and 20¢ a hundred cubic feet for any amount over and above that that may be used during that month.

We are charging 30¢ a hundred cubic feet for water at Pine Hills. 26¢ a hundred cubic feet is the regular charge to Cuyamaca Water Company consumers.

If you desire it, we will install the meters at our own expense and you pay for the meters. Please let us know what your pleasure is in regard to the matter.

Yours very truly,

GROSSMONT PARK COMPANY

Per _____
President.

EF:AH

cc - Mr. Gifford
Mr. Chandler
Mr. Benicini
Lake Cuyamaca Reconst Co.

Ed Fletcher Company
1020 NINTH STREET
SAN DIEGO, CALIFORNIA

JULY NINETEENTH
1929

Dear Sir:

I am enclosing Judge W. A. Sloane's brief to the Supreme Court on the Paramount right question.

It is written in language that the common layman can understand.

From a standpoint of equity, I feel it is unanswerable and favorable to the interests of those of us who, for forty odd years, have used the water of the San Diego River and been in undisputed possession. I believe that justice will prevail and the courts will protect the interests of the consumers of the Cuyamaca system whether the city wins the Paramount right or not.

As the situation stands today the La Mesa Irrigation District have acquired several dam sites and dams including Cuyamaca and Murray dams, also 1100 acres of land flooded by Cuyamaca Lake, very valuable rights of way, over a hundred miles of pipe line, the El Capitan Dam site and other properties which they bought for less than fifty cents on the dollar actual cost from the Cuyamaca Water Company.

Nothing was ever paid for water rights and the physical properties today, in my opinion, could not be replaced for three million dollars. These properties must be used and useful to supply irrigation and domestic water to the consumers of the La Mesa District.

When the district acquired the El Capitan dam site and reservoir lands the total purchase price was less than \$50,000. A jury from Orange County has placed a value of \$600,000 on this dam site without taking into consideration any value for water rights.

The above is a repetition of the facts in order to clarify the situation for you as to the future.

I have heard some rumors of annexation to the city of San Diego. I cannot imagine any one advocating annexation to the city of San Diego unless and until the following questions were agreed upon.

FIRST: The taking over of the obligations of the La Mesa District by the city;

SECOND: An irrigation rate that will allow that country to continue to grow before residential development can come to it is necessary, in fact, irrigation brings residential development.

We are fortunate in that the cost of our water is less than one-half that developed by the city of San Diego.

Any thought of annexation until these two questions are settled is unfair, in my opinion, to you and your neighbors.

If your district should annex before these questions are settled, by no stretch of the imagination could I see the city of San Diego assuming your bonded indebtedness of two and a half million dollars or you be given an irrigation rate for the rate must be uniform to the entire city, whether irrigation or domestic.

By annexing and not settling these questions first you are simply adding to your expense city taxes and paying city rates for water which at the present time is approximately 27¢ per thousand gallons.

I am sure that a majority of the people of San Diego have no desire or intention to take away from us the water we have put to beneficial use, which development we have made at our own expense and I am sure that the better element in San Diego will recognize the justice of our position and there must and will come a compromise that is fair to all parties in interest.

Yours truly,

Ed Fletcher

L. A. No. 10,171

In the Supreme Court
OF THE
STATE OF CALIFORNIA

THE CITY OF SAN DIEGO, a municipal
corporation,
Appellant and Respondent,

VS.

CUYAMACA WATER COMPANY, a cor-
poration, ED FLETCHER, et al.,
*Defendants and Cross-Complain-
ants, Appellants and Respond-
ents,*

AND

THE CITY OF EL CAJON, a municipal
corporation, et al.,
*Interveners, Appellants and
Respondents.*

Petition of Defendant Ed Fletcher
for Rehearing

W. A. SLOANE
SLOANE & SLOANE
Attorneys for Petitioner.

Filed this _____ day of July, A. D. 1929.

B. GRANT TAYLOR, Clerk

By _____ Deputy.

IN THE
SUPREME COURT
OF THE
STATE OF CALIFORNIA

THE CITY OF SAN DIEGO, a municipal
corporation,
Appellant and Respondent,
VS.
CUYAMACA WATER COMPANY, a cor-
poration, ED FLETCHER, et al.,
*Defendants and Cross-Complain-
ants, Appellants and Respond-
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AND
THE CITY OF EL CAJON, a municipal
corporation, et al.,
*Interveners, Appellants and
Respondents.*

Petition for Rehearing

To The Hon. Chief Justice and Associate Justices
of the Supreme Court of the State of Cali-
fornia:

With the indulgence of the court and in behalf
of defendant Ed Fletcher and the interests he rep-
resents in the above entitled action, as well as in
behalf of the thousands of water consumers and
irrigators who have founded their homes on the
water resources of the San Diego River, which

he and his associates have made available for their use, through the developments of the Cuyamaca Water Company, we petition for a rehearing and a reconsideration on the decision and opinion of the court, on the appeal in said action, filed June 20, 1929.

The writer of this Petition, who has not been on the firing line in this protracted litigation, but has served only in the capacity of counsel, will not attempt to discuss the situation upon any technical or finely drawn distinctions of law or exhaustive research into ancient history, but upon the homely principles of Twentieth Century justice as applied to modern human needs in the distribution and use of water in a semi-arid region.

We have the feeling that the problems involved in this case have been considered both by the court and counsel too largely from an academic and forensic standpoint. The interests at stake are intensely vital and practical, but local in their application to the immediate community concerned and perhaps of small importance as affecting the general doctrines of water rights or the rule of *stare decisis*, as applied to property rights.

A VITAL LOCAL QUESTION.

There is not a remaining community in the State of California where water litigation may arise under the claim of paramount and preferential rights of a pueblo under Spanish or Mexican law. That question is now adjudicated as to

the pueblo of Los Angeles, and will be concluded as to the pueblo of San Diego in the present action, and it makes no difference to the State of California at large or to any future litigation of water rights in the state how the waters of San Diego River are distributed as between the City of San Diego and its outlying rural territory; but it is a matter of tremendous concern to the communities in question and to the administration of even-handed justice that the allocation of these waters should be equitably determined. We are not so much concerned for the corporations or investing capitalists involved as for the numerous private families whose homes and resources for a livelihood depend upon the outcome of the action. If the decision of this court that the City of San Diego has a paramount right to all waters of the San Diego River from the surface of the ground to bedrock and from its source to its outlet in the sea, is permitted to stand and to be carried to its logical conclusion, its ultimate effect at no distant day will be to turn the fairest rural districts of San Diego County into a barren desert and to destroy the value of thousands of prosperous homes and to bankrupt thousands of people.

The remedy which has been suggested by the advocates of this paramount rights doctrine, that the people of the despoiled territory have the alternative of annexation to the City of San Diego with the opportunity of slaking their thirst and

watering their crops with city water at city rates, is neither adequate nor logically tenable. If this water belongs to and is needed by the San Diego pueblo, it will have to be used exclusively for that purpose. If it is not so needed, it belongs to the present rural users and cannot be taken from them, only to be given back as an act of charity. If the municipality of San Diego has a preferential and paramount right to all of the waters of the San Diego River by virtue of succession to the privileges of the old pueblo, it holds them in trust for the inhabitants of the territory within the boundaries of the pueblo as it existed when this paramount right was granted, and it can have no right to supply the water thus dedicated, if needed within such pueblo limits, to outside territory. On the other hand, if there is surplus water beyond such pueblo needs, the City of San Diego has no right under the ruling in this case to deprive the defendants of the use they are now making of it until such need exists. The impending liability to such a calamity however, will paralyze the prosperity of the communities to be affected thereby almost as much as if the misfortune were already upon them.

WATER RIGHTS LIMITED TO OLD RIGHTS.

We do not understand that the decision as rendered gives any basis to the claim which has been made that the preferential pueblo water right ex-

tends beyond the territory and population of the old pueblo, although there is language in some of the former decisions which gives color of authority to such contention. We do not believe that such an interpretation of the law will ever be upheld. How could it be found either in justice or in law that such a preferential right extends beyond the territorial limits and uses to which it was originally dedicated? But the difficulties that will follow any attempt to segregate the needs of the pueblo section of the city from the new territory subsequently brought within the corporate limits will open a fruitful field for future contention and litigation.

Already the City of San Diego includes within its corporate limits a large territory and population that was never within the pueblo, and much of it—notably a part of East San Diego, and all of Encanto—is not even within the watershed of the San Diego River. It would be an intolerable doctrine which would hold that the inhabitants along the San Diego River who have for years in good faith relied upon the waters of the stream could be deprived of that use to supply a population and a territory within the city which not only is outside the old pueblo limits but outside of the watershed of the stream. We also have National City, Chula Vista and all the other territory lying outside of San Diego and extending to the Mexican border, the annexation of which to the City of

San Diego is already being agitated, and all of which is outside of the old pueblo and outside the San Diego River watershed. With a preferential rights doctrine established within the limits of the pueblo the territory represented by the defendants in this case could have no greater right to a water supply from the San Diego River through annexation than it now has without it, which means, in view of the fact that it is the only available source of supply, that this region is potentially doomed to an ultimate extinction of its water supply.

SEGREGATION OF THE PUEBLO RIGHT.

Another complication suggested by the alleged paramount and exclusive pueblo water right arises from the fact that Coronado Beach, which comprises the large area known as North and South Islands, so called, was originally part of the San Diego pueblo and entitled to share in its pueblo water rights from the San Diego River. Under this theory of inalienable water right by virtue of the grant of the Spanish crown, how can the mere fact that this territory has been incorporated within an independent municipality as the City of Coronado, deprive it of its share of the pueblo rights, while the incorporation of other portions of the old pueblo into the municipality of San Diego enables such municipality to obtain dominion over the entire water of the San Diego River? If the incorporation of a portion of the

old pueblo into the municipality of San Diego transferred preferential and paramount pueblo rights of the river water to the City of San Diego, why does not a similar and at least a proportionate right to the water of the river pass on to the city of Coronado?

MERGER OF PUEBLO RIGHT IN CITY OF SAN DIEGO ILLOGICAL INFERENCE.

We respectfully submit that the whole theory of succession of the municipality of San Diego, incorporated under the jurisdiction of the State of California, a member of the Federal Union of the United States of America, to rights and privileges held in trust by an ancient Spanish pueblo for the benefit of its populace is forced and illogical.

If any of the pueblo property rights remained in the beneficiaries of the Spanish and Mexican grants after the change of sovereignty, it is by virtue of the confirmation of such title by the government of the United States, and we are not aware that such confirmation extended beyond the title to the land so held and its appurtenances; and if water rights were appurtenant to said lands they passed to and with the land and were not vested in newly incorporated municipalities of the United States, other than as incidental to the land title. There might be some justice in the doctrine that the pueblo lands remained vested with appurtenant pueblo water right for the benefit of the own-

ers and their successors in interest. But what equity or justice can there be in holding that the teeming thousands of inhabitants of cities like Los Angeles and San Diego, recent arrivals from every point of the compass, not one in a hundred of whom by nativity or succession to property rights, maintains the slightest relation to the original beneficiaries of these Spanish grants, have succeeded to these rights by reason of the fact that the original territory has been incorporated within the boundaries of municipalities of the State of California. The treaty of Guadalupe-Hidalgo does not, so far as we have been able to discover, mention pueblos or pueblo rights. It does provide in Article VIII that in the territories taken over by the United States:

"That Mexicans, now established in territories previously belonging to Mexico and which remain for the future within the limits of United States as defined by the present treaty, shall be free to continue where they now reside, or to remove at any time to the Mexican Republic, retaining the property which they possess in said territory and disposing thereof by removing the proceeds wherever they please without their being subjected on this account to any contribution of tax or charge whatever."

And also:

"In the said territories property of every kind now belonging to Mexicans not established there, shall be inviolably respected, the

present owners and the heirs of these, and all Mexicans who may hereafter acquire said property by contract, shall enjoy with respect to it guarantees equally ample as if the same belonged to citizens of the United States."

The American Congress has confirmed the titles so guaranteed, but we do not understand that it has anywhere invested the State of California or the municipalities of the state with authority to succeed to or administer any public trusts in the use of such properties.

COMMON LAW WATER RIGHTS MODIFIED, WHY NOT PUEBLO RIGHTS?

Section 1 of Article XIV of the Constitution of this State provides:

"The use of all water now appropriated or that may hereafter be appropriated for sale, rental, or distribution, is hereby declared to be a public use and subject to the regulation and control of the state in the manner to be prescribed by law."

It is under this doctrine giving the state the right to regulate and control the distribution of water, that our legislatures and our courts have found it expedient to modify the prodigal rule of our own common law that the owner of land located on a stream is entitled to maintenance of its natural flow in its undiminished volume through and past his premises, by providing that the upper proprietors may take from the stream a sufficient amount of water to supply their domestic needs

and reasonable amount for irrigation of their lands. Why should we then be limited in a like control of pueblo water rights by the dead hand of an ancient Spanish dynasty affixed to a grant gratuitously made to a little handful of adventurers, in an attempt to give them in perpetuity all the waters of a stream, whether utilized or not, irrespective of prior appropriation and use by other settlers along the stream? It was a fortuitous circumstance that the city of Los Angeles was located at the site of the pueblo of that name. It might have been located in the heart of the San Fernando Valley, or the pueblo itself might have been located on the coast at the outlet of the Los Angeles and San Gabriel Rivers, and yet under this doctrine of paramount and exclusive right, all of the waters of the stream, irrespective of the pueblo's public importance, would be subject for all time to the use of such pueblo settlement, to the exclusion and deprivation of the population of the outside territory. The vital importance and extended use of the water which might develop outside of the boundaries of these little primitive settlements was not dreamed of when these alleged preferential rights were granted. There was no conception or even dream of the civilization and population of the present day extending along the valleys of this stream from its source to its outlet in the ocean.

We do not dispute that there is precedent in the

decisions of our courts for the construction placed on these old pueblo grants, but no more binding and authoritative precedent than existed for the earlier doctrines of riparian rights of the lower proprietor, which have given way to the demands of the greater public necessity.

We feel too, that this court in its opinion has given too little weight to the prior right granted by the Viceroy of Spain to the Mission of San Diego, in the use of the waters of the San Diego River on the Mission lands lying outside of what was afterwards the pueblo of San Diego. This grant was accepted and utilized by the actual appropriation and conducting of water to these Mission lands, and also attended by a very remarkable construction of a cement dam and conduits, considering the period when this was accomplished; and why should the fact that about the time of the organization of the pueblo the Missions were desecularized and their lands conveyed to other owners, affect the preferential and prior rights so granted, any more than the subsequent incorporation of the pueblo into the City of San Diego would in like manner affect the pueblo rights? If the Mission lands were desecularized, the pueblo lands were de-puebloized.

APPLICATION OF DOCTRINES OF ESTOPPEL AND ADVERSE USE.

Perhaps it is too late to ask that these pueblo claims be limited to the actual uses contemplated

when the grants were made, but, in the name of humanity, why should they be extended beyond the strict letter of the law and be set free from all the limitations by non-user, prescription, adverse possession, laches and estoppel which apply to other species of property rights?

Whatever rights to water under the pueblo grants survived the acquisition of the territory by the United States, were preserved for the benefit of the former subjects of Mexico and not to enlarge the privileges and emoluments of California municipalities taking over these pueblos. In other words, the new municipality in this respect acquired no greater or no more inalienable right to the waters of the San Diego River than the former pueblos possessed. This court in its opinion says that:

"The United States, in taking over the territory known as Alta California, under the treaty of Guadalupe-Hidalgo, agreeing therein to recognize the existence and protect the ownership of certain land titles within said territory, did not also take over and agree to adopt the statute of limitations of either Spain or Mexico as applicable to lands or water diverted to a public use."

Our contention is that the United States took over these property rights precisely as they existed at the time, and did not and could not fortify the title by removing any limitations by way of alienation or estoppel to which they were subject

under the Mexican or Spanish law. By so doing, we would be giving to these Spanish concessions an element of perpetuity they did not possess. If under the old pueblo administration the public rights under the Spanish grants were subject to termination by adverse possession, estoppel or statute of limitations, we urgently contend that nothing has occurred in taking over the jurisdiction of such territories by the United States to now give immunity from such limitations of title.

In any event, the claim of immunity from the operation of right and title in the defendants by prescription, in the opinion of the court, is based on public policy which protects the administrative property of a municipality from alienation by adverse possession.

Is it at all certain that the right acquired by the City of San Diego to administer the waters of the San Diego river for the benefit of the inhabitants of the pueblo, is such as to entitle it to this immunity?

Under the decision in *Ames vs. City of San Diego*, 101 Cal., 390, referred to in the opinion in this case, it appears that whatever title the City of San Diego has acquired to the waters of the San Diego river was acquired in precisely the same way as its title to the pueblo lands; with this difference, that the title to the lands was confirmed by patent from the United States. We do not understand that any such spe-

cific confirmation of any pueblo water rights was ever made. However that may be, the court in the Ames case distinguishes between pueblo lands, which have been specifically set apart for a park or a street or for public buildings, and such lands which became vested in the city for general uses, and which are subject to the disposition of the municipality.

All of these lands, under the Ames case, and under the opinion of Justice Baldwin, in *Hart vs. Burnett*, passed to the City in trust, but the Ames case holds:

"As to land which is the subject of alienation, we are clearly of the opinion that the title of the city thereto may be lost by adverse possession of another for the requisite period of time; and with regard to pueblo lands of this character * * * we see no reason why the statute of limitations should not apply in favor of the adverse possessor precisely the same as if such land had been acquired by the city by purchase."

If we are correct in the contention that the water rights of the river became appurtenant to the pueblo lands, such rights would pass *pro tanto* with the alienation of the land, whether by sale or adverse possession.

Moreover, the city has assumed to contract with reference to such water rights; and in allocating portions of the water of the stream to territory outside the original pueblo limits, is exercising proprietary dominion over it.

As to the doctrine of estoppel, the decision in this case, in our opinion, places undue stress upon the proposition that the elements of estoppel are removed by the fact that both the city and the settlers and appropriators on the upper reaches of the river were acting with full knowledge of the prior right of the city to the entire flow of the stream. That should not be held to be the case, in view of the fact that the establishment of this right as a matter of law, awaits the final determination of this action.

As a matter of fact, the exclusive claim of the city, so far as any general public knowledge goes, is of comparatively recent origin. Up to the commencement of this litigation, the idea that the municipality of San Diego could establish a prior right to the waters appropriated upstream by the Flume Company and the Cuyamaca Company and the riparian users on the stream, was not seriously considered by anybody, unless it was a few city officers.

On the other hand, from the time the city authorities began to entertain a belief in the exclusive and paramount right, they must have realized that the extensive diversion of water and the large expenditure being made in dams and reservoirs and distributing systems, meant an adverse claim which, if established, would some day seriously infringe upon the municipal water supply. Under the doctrine laid down in 25 Cal. Jur.,

p. 1191, Sec. 203 and citations, they did not have to wait until they had suffered actual damage and actually needed the water, to enjoin such diversion.

It can scarcely be questioned that the city slept on its potential rights and by acquiescence and sometimes by ratification, permitted all these expenditures to be made and all these settlements to be built up in reliance upon a right to use the portions of the river flow appropriated and applied to their needs.

It seems inequitable that the city should be permitted to assert this paramount right claim, at the late day of its first appeal to the courts.

THE LITIGATION DOES NOT REPRESENT THE PUBLIC INTERESTS

It is not by any prevailing urge of the citizens of San Diego, that this grasping fight to monopolize for the city the entire water supply of the river has been inaugurated and carried on. Most San Diegans think in broader lines than the municipal boundaries, and realize that water devoted to the growth and beauty and productiveness of the back country contributes as largely to the development and welfare of the city as that which is used to water its parks and lawns, sprinkle its streets, flush its gutters and supply its mills and factories. A solution of this question which would provide a fair and proportionate division of the

San Diego River water between city and county would meet the popular demand.

That is the American way. The policy of the old world may have been to center its ruling and favored classes in its pueblos and presidios and dole out a precarious existence to communities of indigent peons, maintaining a precarious existence in the outlying districts. The prosperity of the United States is based on a prosperous intelligent rural population. The "shibboleth" of the Nation just at present is "Farm Relief". California holds out to the world as its greatest attraction the beauty and productiveness of its suburban and country homes, with their orchards of oranges, olives and avocados, and their wealth of flowering and ornamental growth. The municipality of San Diego, however, wants to advertise to the world such a dearth of water that it has to sacrifice its farms and country homes to make a place for a few more business houses and oil stations.

When a city gets so large that it cannot share its water supply with its back country, it is time for it to stop growing. San Diego does not need to be encouraged in such a short-sighted policy. It has water storage for double its present population. The county has undeveloped water resources to double its present supply, and back of this lies the almost limitless resources of the Colorado River and the Boulder dam.

The earlier decisions of this court in the cases of *Hart vs. Burnett*, *Lux vs. Hagan*, *Vernon vs. Irrigation District*, *Los Angeles vs. Pomeroy*, and other decisions cited, may have established a precedent in support of this paramount right doctrine that the present court feels obliged to follow; but we respectfully urge that defendants' pleas of laches, estoppel and prescriptive right, as against the city, are not foreclosed by any such weight of authority, and its decision in this case should not be finally ratified until every member of the court is satisfied on his own account that a further discussion of the case cannot reveal some other way out.

We realize that the opinion of the court on this appeal has had the careful consideration and expresses the deliberate conclusions of one of the ablest and most industrious Justices who has sat on the supreme bench of California and, when fortified by the concurrence of all the other learned members of the court, should be questioned with caution and hesitation.

But the importance of this case to a large number of people, and the novelty of many of the issues presented, entitle it to an unusual consideration by the individual Justices, especially in the dangers arising in applying and adapting ancient customs and usages and foreign laws to modern needs and conditions.

For these reasons, we feel justified in asking that the case be re-opened to further oral presentation on a re-hearing.

Respectfully submitted,
W. A. SLOANE,
SLOANE & SLOANE,
Attorneys for Petitioner.

January Seventh
1 9 5 3

Cuyamaca Water Company
San Diego, California

Gentlemen:

You have asked my opinion as to a reasonable value of the property deeded by the Cuyamaca Water Company to the City of San Diego pertaining to El Capitan damsite and reservoir lands which the city acquired as of date of 1926.

From an agricultural standpoint these lands have little value. From a standpoint of watershed lands being included within the damsite as well as lands flooded, etc. will say that a reasonable value of these properties as of that date was \$50,000 to \$60,000 and in my opinion, if they had been condemned in court San Diego City would have had to pay a much higher price.

I am thoroughly familiar with the properties and the condemnation suit brought by the City in the year 1924 to acquire these same properties. The courts gave a judgment of \$600,000 for this and other properties.

An equitable division of value would have, in my opinion, netted the Cuyamaca Water Company \$100,000 to \$150,000.

Hoping this letter meets your requirements, I am

Very sincerely yours,

Received copy of within Petition this
day of July, 1929.

.....
Attorney for City of San Diego.

.....
*Attorneys for La Mesa, Lemon Grove
Spring Valley Irrigation District.*

EF:ASK

CUYAMACA WATER COMPANYSUCCESSORS TO
THE SAN DIEGO FLUME COMPANYOFFICE: FLETCHER BUILDING
215 EIGHTH ST., BET. BROADWAY AND E
P. O. Box 1412ED. FLETCHER, MANAGER
F. M. FAUDE, ASST. MANAGER
LOU B. MATHEWS, SECRETARY
C. HARRITT, SUPERINTENDENT

SAN DIEGO, CALIFORNIA.

March 21, 1917.

The recent decision of the Railroad Commission, fixing rates for water sold by this Company, and which becomes effective April 1st., 1917, defines certain conditions for the operation of community distribution pipe or flume lines which in effect provide that such lines may be operated under one of the two following methods:

1. The consumers to administer their own affairs, maintain and operate their own system, distribute water amongst themselves, and to make payment to this company in a lump sum for all water turned into the head of the line.
2. This Company to maintain and operate the system, distribute water to the consumers, and to make collections from the individuals on the line.

In order to encourage consumers on such community lines to operate under the first plan rates are made somewhat lower than under the second plan. It is therefore to the advantage of consumers to decide upon that plan of operation.

In order to settle this matter before April 1st., the company requests all consumers on the _____ to meet and discuss arrangements, and to inform the Company at the earliest possible moment of the decision arrived at. The Company will be pleased to have a representative present at such meeting, if desired by consumers, who will explain any matters in connection with the recent decision.

The Company earnestly requests that consumers discuss and settle this matter at an early date.

Please address replies to

Cuyamaca Water Company,
Attention of Assistant Manager
920 8th Street
San Diego, California.

Very truly yours,

CUYAMACA WATER COMPANY.

By _____
Assistant Manager.



Dec. 12, 1923.

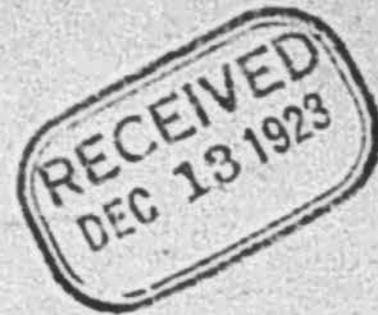
Mr. Mathews:

Write this letter to every consumer of water and enclose a printed postal card per the attached sample, with our address on the face.

E.F.

Ken Park 131
Nov 18/23 952
1083

CUYAMACA WATER COMPANY
SUCCESSORS TO
THE SAN DIEGO FLUME COMPANY
OFFICE: FLETCHER BUILDING
816 EIGHTH STREET, BETWEEN BROADWAY AND E
P. O. BOX 1412



ED FLETCHER, MANAGER
LOU B. MATHEWS, SECRETARY
C. HARRITT, SUPERINTENDENT

SAN DIEGO, CALIFORNIA.

Dear Sir:

We notice in today's papers plans for the annexation of Normal Heights and Kensington Park to the City of San Diego. Your community was made possible by water from the Cuyamaca System. We have spent many thousands of dollars recently in the installation of new pipe in Normal Heights and Kensington Park that you may pave your streets. We were compelled to borrow the money for this purpose, but desired to cooperate.

On October 15th we ordered a large shipment of 12 and 20" cast iron pipe to complete the reconstruction of the new mains to serve Normal Heights and Kensington park. This pipe arrives here on December 22d next and we had planned to install it at an early date. When installed it will give you satisfactory pressure, and in sufficient capacity to take care of your future growth for twenty years to come. This also guarantees your property fire protection.

We have no contract with you for the sale of water for any definite period, and immediately San Diego assumes jurisdiction, we are entirely in the hands of the city authorities, and the city will be in a position to furnish its own water supply, without any recourse on our part to protect us against loss. Before going to the additional expense of \$40,000 or \$50,000 installing our new cast iron pipe, we would like an expression from you as to whether or not you are in favor of annexation. We do not question your right to annex. This letter is not written with any intention of influencing you in any way; but we will appreciate it if you will sign the enclosed card, indicating to us your attitude re. annexation, and mail same to us on or before the 20th of December, 1923.

Yours very truly,
CUYAMACA WATER COMPANY

Manager

EP:P:M

(Please sign one of the statements below and mail card to us on or before Dec. 20th, 1923.)

Cuyamaca Water Co:

We desire you to make the new installation to your water system as per your letter of Dec. 13th and are not in favor of annexation to the City of San Diego.

----- 0 -----

Cuyamaca Water Co:

We are in favor of annexation to the City of San Diego.

CUYAMACA WATER COMPANY

SUCCESSORS TO

THE SAN DIEGO FLUME COMPANY

OFFICE: FLETCHER BUILDING

916 EIGHTH STREET, BETWEEN BROADWAY AND K

P. O. BOX 1412

ED FLETCHER, MANAGER
LOU B. MATHEWS, SECRETARY
C. HARRITT, SUPERINTENDENT

SAN DIEGO, CALIFORNIA.

December 12th,
1923

Dear Sir:

We notice in today's papers plans for the annexation of Normal Heights and Kensington Park to the City of San Diego. Your community was made possible by water from the Cuyamaca System. We have spent many thousands of dollars recently in the installation of new pipe in Normal Heights and Kensington Park that you may pave your streets. We were compelled to borrow the money for this purpose, but desired to cooperate.

On October 15th we ordered a large shipment of 12 and 20" cast iron pipe to complete the reconstruction of the new mains to serve Normal Heights and Kensington Park. This pipe arrives here on December 22d next and we had planned to install it at an early date. When installed it will give you satisfactory pressure, and in sufficient capacity to take care of your future growth for twenty years to come. This also guarantees your property fire protection.

We have no contract with you for the sale of water for any definite period, and immediately San Diego assumes jurisdiction, we are entirely in the hands of the city authorities, and the city will be in a position to furnish its own water supply, without any recourse on our part to protect us against loss. Before going to the additional expense of \$40,000 or \$50,000 installing our new cast iron pipe, we would like an expression from you as to whether or not you are in favor of annexation. We do not question your right to annex. This letter is not written with any intention of influencing you in any way; but we will appreciate it if you will sign the enclosed card, indicating to us your attitude re. annexation, and mail same to us on or before the 20th of December, 1923.

Yours very truly,

CUYAMACA WATER COMPANY

ED FLETCHER,

Manager.

EF:F:M

THIS SIDE OF CARD IS FOR ADDRESS



CUYAMACA WATER COMPANY

P. O. BOX 1412

SAN DIEGO, CALIFORNIA

CUYAMACA WATER COMPANY

SUCCESSORS TO
THE SAN DIEGO FLUME COMPANY
OFFICE: FLETCHER BUILDING
918 EIGHTH STREET, BETWEEN BROADWAY AND E
P. O. BOX 1412

ED FLETCHER, MANAGER
LOU B. MATHEWS, SECRETARY
C. HARRITT, SUPERINTENDENT

SAN DIEGO, CALIFORNIA.

February 1, 1924.

To Consumers Cuyamaca Water Company,
Normal Heights and Kensington Park,
California.

Gentlemen:

As there is considerable agitation pro and con regarding annexation, and as there are so many unwarranted statements being made, this Company will from time to time issue bulletins stating the facts regarding the Cuyamaca Water Company's position.

We are not opposing annexation, but are simply asking for a square deal. We welcome any fair investigation and friendly criticism.

The Cuyamaca Water Company made possible the growth of Normal Heights and Kensington Park, having furnished you water for many years at a loss. Our total sales of water in 1921 to Normal Heights were \$12,007.01; in 1922-\$14,654.37; in 1923-\$18,419.90. In 1921 to Kensington Park-\$2,775.58; in 1922-\$3,080.42; in 1923-\$3,408.25.

We have nearly \$200,000 invested in the Normal Heights and Kensington Park distribution line from the East San Diego connection at the corner of Euclid Avenue and El Cajon Avenue. In 1922, although we only received approximately \$18,000 from Normal Heights and Kensington Park, we spent over \$40,000 in cast iron pipe and other improvements on the above distribution line for Normal Heights' and Kensington Park's adequate protection.

In 1923, although our total gross receipts from Normal Heights and Kensington Park were approximately \$22,000, we rebuilt over two-thirds of Normal Heights' distribution system, installing 25,961 feet of new pipe in Normal Heights and 13,065 feet in Kensington Park at an approximate cost of \$37,500.

The above figures of revenues from Normal Heights and Kensington Park are not net. The maintenance and operation such as pipe and service repairs, meter repairs, meter readings, office expense, etc., amounts to approximately \$8,000 a year which should be deducted from the above figures. This does not include the cost of operation of Murray Dam or the main transmission lines which are necessary to bring the water to the Normal Heights and Kensington Park territory.

There is now being installed 3,000 feet of 12" cast iron pipe between East San Diego and Normal Heights, also 1,600 feet of 6" cast iron pipe.

(PLEASE SIGN ONE OF THE STATEMENTS BELOW AND MAIL CARD TO US
ON OR BEFORE DECEMBER 20TH, 1923)

Cuyamaca Water Co.:

We desire you to make the new installation to your water system as per your letter of December 12th and are not in favor of annexation to the City of San Diego.

Name.....

Address.....

We are in favor of annexation to the City of San Diego.

Name.....

Address.....

Our expenditures to improve your distribution system this year will exceed \$30,000. Our 12" and 8" cast iron pipe will be installed by June first next, and when completed, you will be connected directly with Murray Dam under a water pressure superior to any the City of San Diego can give you.

If you should annex to San Diego there is no legal obligation for the City to buy our distribution system. They can build a competing system at the City's expense paralleling ours, thereby destroying completely our investment of nearly \$200,000, and there is no legal obligation for the City to continue buying water from us.

The writer has never opposed progress or annexation, and never will, if that is your wish. All we ask if you do annex is that our distribution system be taken over by the City at a valuation fixed by the courts, by agreement, by the Railroad Commission, or by arbitration, and that water be purchased from us by the City for Normal Heights and Kensington Park for a reasonable time—say five years—thereby giving us time to develop new territory for our water.

In addition to the investment of nearly \$200,000 in the distribution system for your section, we have an added investment of between \$300,000 and \$400,000 in Murray Dam and main pipe line to East San Diego, built largely to protect the domestic supply of East San Diego, Normal Heights and Kensington Park, now approximately 20,000 inhabitants.

With the installation of our 12" and 20" cast iron pipe, you are fully protected for the next ten years as regards water supply and pressure for fire purposes. If you will install the fire hydrants at your own expense, we will furnish the water free of charge indefinitely. If you will petition the Board of Supervisors to install fire hydrants, and the Supervisors request us so to do, we will install the hydrants at our own expense and charge the County Board of Supervisors \$2.00 monthly rental for each hydrant, furnishing the water free of expense for fire purposes.

This Company desires to co-operate with you in every way possible, and will be glad to answer any inquiries.

Yours very truly,

CUYAMACA WATER COMPANY

Per ED FLETCHER,
Manager.

*1400
Fletcher
Murray
July 1924*

February 1, 1924

To Consumers Cuyamaca Water Company,
Normal Heights and Kensington Park,
California.

Gentlemen:

As there is considerable agitation pro and con regarding annexation, and as there are so many unwarranted statements being made, this Company will from time to time issue bulletins stating the facts regarding the Cuyamaca Water Company's position.

We are not opposing annexation, but are simply asking for a square deal. We welcome any fair investigation and friendly criticism.

The Cuyamaca Water Company made possible the growth of Normal Heights and Kensington Park, having furnished you water for many years at a loss. Our total sales of water in 1921 to Normal Heights were \$13,007.01; in 1922 - \$14,654.37; in 1923 - \$18,419.90. In 1921 to Kensington Park - \$2,775.58; in 1922 - \$3,060.43; in 1923 - \$3,408.25.

We have nearly \$200,000 invested in the Normal Heights and Kensington Park distribution line from the East San Diego connection at the corner of Euclid Avenue and El Cajon Avenue. In 1922, although we only received approximately \$18,000 from Normal Heights and Kensington Park, we spent over \$40,000 in cast iron pipe and other improvements on the above distribution line for Normal Heights' and Kensington Park's adequate protection.

In 1923, although our total gross receipts from Normal Heights and Kensington Park were approximately \$32,000, we rebuilt over two-thirds of Normal Heights' distribution system, installing 25,961 feet of new pipe in Normal Heights and 13,065 feet in Kensington Park at an approximate cost of \$37,500.

The above figures of revenues from Normal Heights and Kensington Park are not net. The maintenance and operation such as pipe and service repairs, meter repairs, meter readings, office expense, etc., amounts to approximately \$8,000 a year which should be deducted from the above figures. This does not include the cost of operation of Murray Dam or the main transmission lines which are necessary to bring the water to the Normal Heights and Kensington Park territory.

There is now being installed 3,000 feet of 12" cast iron pipe between East San Diego and Normal Heights, also 1,600 feet of 8" cast iron pipe.

Our expenditures to improve your distribution system this year will exceed \$30,000. Our 12" and 8" cast iron pipe will be installed by June first next, and when completed, you will be connected directly with Murray Dam under a water pressure superior to any the City of San Diego can give you.

If you should annex to San Diego there is no legal obligation for the City to buy our distribution system. They can build a competing system at the City's expense paralleling ours, thereby destroying completely our investment of nearly \$300,000, and there is no legal obligation for the City to continue buying water from us.

The writer has never opposed progress or annexation, and never will, if that is your wish. All we ask if you do annex is that our distribution system be taken over by the City at a valuation fixed by the courts, by agreement, by the Railroad Commission, or by arbitration, and that water be purchased from us by the City for Normal Heights and Kensington Park for a reasonable time - say five years - thereby giving us time to develop new territory for our water.

In addition to the investment of nearly \$300,000 in the distribution system for your section, we have an added investment of between \$300,000 and \$400,000 in Murray Dam and main pipe line to East San Diego, built largely to protect the domestic supply of East San Diego, Normal Heights and Kensington Park, now approximately 20,000 inhabitants.

With the installation of our 12" and 16" cast iron pipe, you are fully protected for the next ten years as regards water supply and pressure for fire purposes. If you will install the fire hydrants at your own expense, we will furnish the water free of charge indefinitely. If you will petition the Board of Supervisors to install fire hydrants, and the Supervisors request us so to do, we will install the hydrants at our own expense and charge the County Board of Supervisors \$2.00 monthly rental for each hydrant, furnishing the water free of expense for fire purposes.

This Company desires to cooperate with you in every way possible, and will be glad to answer any inquiries.

Yours very truly,

CUYAMACA WATER COMPANY

Per ED FLETCHER
Manager.

Office
January 25, 1924.

Mr. Mathews:

Read this over and make any suggestions you have, and whip it into shape, and I will read it over finally before sending it out. I want you to get a list of the voters in Normal Heights and Kensington Park, and we will mail this letter to the voters this time.

✓
E. F.

LO

SOUTH COAST LAND COMPANY

IN ACCORD WITH

FLETCHER-SALMONS INVESTMENT COMPANY

Jan 25 1924

February 1, 1924

To Consumers Cuyamaca Water Company,
Normal Heights and Kensington Park,
California.

Gentlemen:

As there is considerable agitation pro and con regarding annexation, and as there are so many unwarranted statements being made, this Company will from time to time issue bulletins stating the facts regarding the Cuyamaca Water Company's position.

We are not opposing annexation, but are simply asking for a square deal. We welcome any fair investigation and friendly criticism.

The Cuyamaca Water Company made possible the growth of Normal Heights and Kensington Park, having furnished you water for many years at a loss. Our total sales of water in 1921 to Normal Heights were \$12,007.01; in 1922 - \$14,654.37; in 1923 - \$18,419.90. In 1921 to Kensington Park - \$2,775.58; in 1922 - \$3,060.42; in 1923 - \$3,408.25.

We have nearly \$200,000 invested in the Normal Heights and Kensington Park distribution line from the East San Diego connection at the corner of Euclid Avenue and El Cajon Avenue. In 1922, although we only received approximately \$18,000 from Normal Heights and Kensington Park, we spent over \$40,000 in cast iron pipe and other improvements on the above distribution line for Normal Heights' and Kensington Park's adequate protection.

In 1923, although our total gross receipts from Normal Heights and Kensington Park were approximately \$22,000, we rebuilt over two-thirds of Normal Heights' distribution system, installing 25,961 feet of new pipe in Normal Heights and 13,065 feet in Kensington Park at an approximate cost of \$37,500.

The above figures of revenues from Normal Heights and Kensington Park are not net. The maintenance and operation such as pipe and service repairs, meter repairs, meter readings, office expense, etc., amounts to approximately \$8,000 a year which should be deducted from the above figures. This does not include the cost of operation of Murray Dam or the main transmission lines which are necessary to bring the water to the Normal Heights and Kensington Park territory.

There is now being installed 3,000 feet of 12" cast iron pipe between East San Diego and Normal Heights, also 1,600 feet of 6" cast iron pipe.

Our expenditures to improve your distribution system this year will exceed \$30,000. Our 12" and 6" cast iron pipe will be installed by June first next, and when completed, you will be connected directly with Murray Dam under a water pressure superior to any the City of San Diego can give you.

If you should annex to San Diego there is no legal obligation for the City to buy our distribution system. They can build a competing system at the City's expense paralleling ours, thereby destroying completely our investment of nearly \$200,000, and there is no legal obligation for the City to continue buying water from us.

The writer has never opposed progress or annexation, and never will, if that is your wish. All we ask if you do annex is that our distribution system be taken over by the City at a valuation fixed by the courts, by agreement, by the Railroad Commission, or by arbitration, and that water be purchased from us by the City for Normal Heights and Kensington Park for a reasonable time - say five years - thereby giving us time to develop new territory for our water.

In addition to the investment of nearly \$200,000 in the distribution system for your section, we have an added investment of between \$300,000 and \$400,000 in Murray Dam and main pipe line to East San Diego, built largely to protect the domestic supply of East San Diego, Normal Heights and Kensington Park, now approximately 20,000 inhabitants.

With the installation of our 12" and 16" cast iron pipe, you are fully protected for the next ten years as regards water supply and pressure for fire purposes. If you will install the fire hydrants at your own expense, we will furnish the water free of charge indefinitely. If you will petition the Board of Supervisors to install fire hydrants, and the Supervisors request us so to do, we will install the hydrants at our own expense and charge the County Board of Supervisors \$2.00 monthly rental for each hydrant, furnishing the water free of expense for fire purposes.

We are asking our consumers in Normal Heights and Kensington Park to express their preference for filtered or unfiltered water. It will mean an added investment to us of \$20,000 to \$25,000 to install a filtration plant, and several thousand dollars a year to maintain it to filter your water. This would increase the price roughly a cent and a half a hundred cubic feet.

It may be possible to make arrangements to have your water filtered through the present East San Diego filtration plant. If so, there will be no additional charge for filtration. We will charge the cost to expense.

Our office would like an expression from each consumer whether or not you desire filtered water, even at the additional expense; and if possible, we will arrange the financing of the filtration plant in case we cannot make satisfactory arrangements with the City for the use of the East San Diego filtration plant.

Kindly sign and mail us the inclosed postal card expressing your wishes.

This Company desires to cooperate with you in every way possible, and will be glad to answer any inquiries.

Yours very truly,

CUYAMACA WATER COMPANY

Per ED FLETCHER
Manager

David

Trust & Co.

January 21, 1924.

David

To Consumers Cuyamaca Water Company,
Normal Heights and Kensington Park,
California.

Gentlemen:

As there is considerable agitation pro and con regarding annexation, and as there are so many unwarranted statements being made, this Company will from time to time issue bulletins stating the facts regarding the Cuyamaca Water Company's position.

We are not opposing annexation, but are simply asking for a square deal. We welcome any fair investigation and friendly criticism.

The Cuyamaca Water Company made possible the growth of Normal Heights and Kensington Park, having furnished you water for many years at a loss. Our total sales of water in 1921 to Normal Heights were \$12,007.01; in 1922 - \$14,654.37; in 1923 - \$18,419.90. In 1921 to Kensington Park - \$2,775.58; in 1922 - \$3,060.42; in 1923 - \$3,408.25.

We have nearly \$200,000 invested in the distribution line from the East San Diego connection at the corner of Euclid Avenue and El Cajon Avenue. In 1922, although we only received approximately \$18,000 from Normal Heights and Kensington Park, we spent over \$40,000 in cast iron pipe and other improvements on the above distribution line for Normal Heights' and Kensington Park's adequate protection.

In 1923, although our total gross receipts from Normal Heights and Kensington Park were approximately \$22,000, we rebuilt over two-thirds of Normal Heights' distribution system, installing 25,961 feet of new pipe in Normal Heights and 13,065 feet in Kensington Park.

There is now being installed 3,000 feet of 12" cast iron pipe between East San Diego and Normal Heights, also 1600 feet of 6" cast iron pipe.

Our expenditures to improve your distribution system this year will exceed \$30,000. Our 12" and 6" cast iron pipe will be installed by June first next, and when completed, you will be connected directly with Murray Dam under a water pressure superior to any the City of San Diego can give you.

* The above figures of revenues from Normal Heights and Kensington Park are not net. The maintenance and operation such as pipe and service repairs, meter repairs, meter readings, office expense, etc., amounts to approximately \$8,000 a year which should be deducted from the above figures. This (over)

does not include the cost of operation of Murray Dam or the main transmission lines which are necessary to bring the water to the Normal Heights and Kensington Park territory.

If you should annex to San Diego there is no legal obligation for the City to buy our distribution system. They can build ~~annexing~~ a competing system at the City's expense paralleling ours, thereby destroying completely our investment of nearly \$200,000, and there is no legal obligation for the City to continue buying water from us.

The writer has never opposed progress or annexation, and never will, if that is your wish. All we ask if you do annex is that our distribution system be taken over by the City at a valuation fixed by the courts, by agreement, by the Railroad Commission, or by arbitration, and that water be purchased from us by the City for Normal Heights and Kensington Park for a reasonable time - say five years - thereby giving us time to develop new territory for our water.

In addition to the investment of nearly \$200,000 in the distribution system for your section, we have an added investment of between \$300,000 and \$400,000 in Murray Dam and main pipeline to East San Diego, built largely to protect the domestic supply of East San Diego, Normal Heights and Kensington Park - approximately 20,000 inhabitants.

With the installation of our 12" and 16" cast iron pipe, you are fully protected for the next ten years as regards water supply and pressure for fire purposes. If you will install the fire hydrants at your own expense, we will furnish the water free of charge indefinitely. If you will petition the Board of Supervisors to install fire hydrants, and the Supervisors request us so to do, we will install the hydrants at our own expense and charge the County Board of Supervisors \$2.00 monthly rental for each hydrant, furnishing the water free of expense for fire purposes.

We are asking our consumers in Normal Heights and Kensington Park to express their preference for filtered or unfiltered water. It will mean an added investment to us of \$20,000 to \$25,000 to install a filtration plant, and several thousand dollars a year to maintain it to filter your water. This would increase the price roughly a cent and a half a hundred cubic feet.

It is possible in conjunction with East San Diego your water can be filtered. If so, there will be no additional charge for filtration. We will charge the cost to expense.

Our office would like an expression from each consumer whether or not you desire filtered water, even at the additional expense; and if possible, we will arrange the financing of the filtration plant in case we cannot make satisfactory arrangements with the City for the use of the East San Diego filtration plant.

This Company desires to cooperate with you in every way possible, and will be glad to answer any inquiries.

Yours very truly,

CUYAMACA WATER COMPANY

Per _____
Manager



July 23, 1925.

Mr. J. Q. Burgner,
Route 1,
El Cajon, Calif.

Dear Sir:-

Enclosed find a copy of a letter to Mr. F.M. Patterson. The Cuyamaca properties are in process of being transferred to the District. This notification is being sent to you in order that you may make your arrangements accordingly.

Yours very truly,

C. Harritt, Manager,
La Mesa, Lemon Grove, and
Spring Valley Irrigation
District.

CH/CA

Sent to the following:

Mr. F.A. Bode, 1260 University Ave.,	Geo. Sears
J. M. Hildbrand	R B Shields
Graves Bros	Fred J Stafford
M Holleran	Asoye Takasaki
Mrs. Paul Kosswig	Mrs. Carrie D Walker
Mr. C. S. Judson	Mrs. Eva Walker
John J. Lemson	F S Wysocki
Mr W Treantafelas	
James E Matthews	
J. Elmer Pratt	
A. J. Lewis	
C J Roether	
Elizabeth Ryan	
C W Sams	

RECEIVED
JUL 22 1925

July 14, 1925.

COPY.

Mr. Fred N. Patterson,
Route 1, Box 33,
El Cajon, Calif.

Dear Sir:-

I understand that you are Secretary or
President of the Hawley Pipe Line Company and I am
writing to inform you that the La Mesa, Lemon Grove
and Spring Valley Irrigation District have taken over
and are operating the Cuyamaca System.

It will be necessary to install meters at
the end of the Bostonia line at about the Easterly
edge of the Graves Orchard or the Easterly end of
your 6" steel siphon and deliver you the water at this
point, the distribution to be cared for by yourselves.
This arrangement is to go into effect on the first
day of August 1925.

Yours very truly,

C. Harritt, Manager,
La Mesa, Lemon Grove and
Spring Valley Irrigation
District.

CH/ME

17.85
1.55
19.40
12 acres
Leticia Beach
F. J. Lea
~~15512 month~~
stated

Mrs. Letz X
4803 Edgewood
Per Park
1 in family
Mrs. Thompson
5003 Santa Rosa
Plan
2/3
16.88
8.44
25.32

Mrs. Richards X
4729 Edgewood
3 in family
F. C. Maiter
4756 Per Park
Mayberry 27
4738 Per Gear
2 in family

W. W. Wray
16.85 per acre
10 acres
Capt. Johnson
21.72 per acre
R. M. Young
21.58
J. J. Jones
22.32
Abball
Sweet Albatross
25.07 per acre

Shedaker
21.84 per acre
L. R. Beach X
4508 Per Park
Mrs. H. H. H. H.
M. H. H. H.
21.38 per acre
Abball
Sweet Albatross

Security

851

1918 35040

15830

82360
2

84360
2

576.00

1444640

[Signature]

164720
41180

82360
2

77275

Jan 1919

205900

164720
81180

245900 4/501 2000
1258000

Plain

28.60

3784.000
3759.000

30.50
280
250
295
50

87

87 1/7
35
435
261
3045
5
30.50

Ed Fletcher Papers

1870-1955

MSS.81

Box: 54 Folder: 14

**Business Records - Water Companies - Cuyamaca
Water Company - Cuyamaca Customers
- Letters sent to consumers by company**



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