

Jan. 3, 1919

Mr. Walter P. Moore,
San Diego, Calif.

Dear Sir:-

There has been delivered to me for verification a scurrilous, unsigned statement which has been handed around by you to prominent citizens of this city, knocking the Cuyamaca Water Company and claiming that we have no surplus water for sale and are already overburdened with servitude. The conclusion of your misleading statement being as follows:

"Here we find a water system with a safe net yield at the head of its flume, of 356 miner's inches, with contract obligations for delivery of 473.09 miner's inches, and attempting to enter into further obligations to deliver an additional 310 inches to Camp Kearny. The construction of Murray Dam has in no way increased the net safe yield of the system at the head of the flume."

When you circulated that statement you knew that you were quoting from the decision of the State Railroad Commission, dated March 28th, 1913, and June 26th, 1915. You also knew that there was a decision dated January 25th, 1917, made by the State Railroad Commission which you ignored. A half truth is worse than a lie. Your whole object was to discredit the Cuyamaca Water Company in the eyes of the public and vent your personal spleen against us. We admire a clean fighter: one who hits above the belt, but you are not in that class.

The facts are, as you know, that since we took the system we have rebuilt our entire flume for 32 miles in length; built both Grossmont and Murray dams, thereby materially increasing our supply of water, and official records show that we have furnished everyone with water who desired it, since 1915; are 100% efficient, and have a surplus of water for sale as well. The total use of irrigation water for the last four years, when everybody was 100% supplied, is as follows:

1915	215.83	M.I.	continuous flow,	or	3125.00
1916	231.80	" "	" "	" "	3356.30
1917	185.90	" "	" "	" "	2690.35
1918	155.5	" "	" "	" "	2207.1

The total average use of irrigation water for the last four years is 197.64 M.I. perpetual flow, instead of 473.9 M.I. as you would lead others to believe.

WPM -2

The State Railroad Commission in its decision of January 25th, 1917, (before Murray Dam was built), authorized us to sell surplus water to the City, as well as water for irrigation purposes. We quote from page 16 of the State Railroad Commission decision, as follows:

"One of the owners of the Cuyamaca Water Co. testified that in his opinion it will now be possible for the Cuyamaca Water Company without increasing the height of La Mesa Dam, to sell in the ordinary course of business, between 25 and 50 additional miner's inches of water for irrigation. We are satisfied from the testimony herein that the Cuyamaca Water Company may now take an additional irrigation service to the extent of approximately 40 miner's inches. From evidence in the record herein, it would appear that when the height of La Mesa Dam (now Murray Dam) has been increased so as to store 100 feet of water, an additional amount of water amounting to 2090 acre feet (approximately 700,000,000 gallons) will be available for annual delivery to consumers in excess of the use in 1915 by consumers other than the City of San Diego."

On page 25 of this decision, the State Railroad Commission states:

"If the rates herein established had been in effect in 1915, the revenue derived by the Cuyamaca Water Company by the sale of water to the City of San Diego would have been \$41,316.00. From the testimony herein, it is reasonable to anticipate an average revenue in approximately this amount from the sale of water to the City of San Diego over a number of years to come. We want to make it particularly clear, however, that if the City of San Diego does not purchase water from the Cuyamaca Water Company to that extent, such failure will not be sufficient reason for increase of rates to the other consumers of the Cuyamaca Company as herein established."

Murray Dam was completed early last spring and yet we were able to catch 86 feet of water in Murray Reservoir, altho it was hardly a normal year. This summer, in addition to furnishing a 100% gravity supply of water to our irrigation consumers from Murray Dam, we have sold to the City of San Diego 371,009,000 gallons of water, and still have today, at the commencement of the rainy season, 543,800,000 gallons in storage in Murray Reservoir. From now on, with only normal rainfall, we will without question fill Murray Reservoir each year, which alone will give us a surplus of a billion to a billion and a half gallons annually in excess of the full demands of the present consumers from Murray Dam.

Your statement that we are trying to assume further obligations by promising to deliver an additional 310 inches of water to Camp Kearny, is equally false and misleading. Camp Kearny has been in existence over a year, and while their numbers fluctuate, the consumption of water has not averaged to exceed 1,000,000 to 1,500,000 gallons daily the year around. 1,500,000 gallons of water daily for a year is approximately 110 M.I. of water, and your statement of 310 M.I. for Camp Kearny is about as accurate as the rest of your statements. What you did not say was that we were asked to build a pipe line of a capacity of about 310 M.I. The idea being that in case of emergency we would have a pipe large enough to supply possible excessive demands during the few hot days in summer.

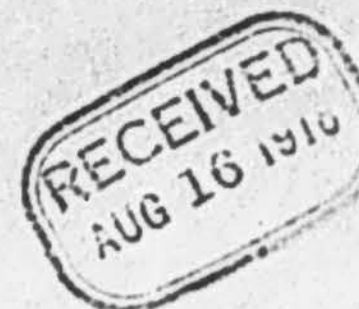
Please do not forget that it was the much abused Cuyamaca Water Company who, by furnishing 6,000,000 gallons of water daily to the City of San Diego after the Otay disaster, kept the City from the embarrassing necessity of hauling water in barrels for several months.

In future, it would certainly be appreciated if you would confine yourself to facts.

Yours very truly,
CUYAMACA WATER COMPANY.

Manager.

EF/bm



E. J. Fletcher

Moore wishes to state in the matter of the Keller-Kerckhoff case, he will be opposed hereafter to a continuance of this case. While satisfied the case is a just one, as far as the City is concerned, and that in all probability if carried to a higher court, would be settled in favor of the City, I was certainly opposed to settling this case out of court by compromise, because it had been started previous to my advent in office and my action in the compromise would certainly have been misconstrued by my enemies, if I have any.

Walter Moore

September
13
1920

Mr. Walter Moore,
San Diego, Calif.

My dear Mr. Moore:

We are both members of the Elks Lodge, and as a Brother Elk, I appeal to you to "play the game" fair and not to do me an injustice as you have in the past.

You have accused me of instigating your recall. This is absolutely untrue. I never, directly or indirectly, have had anything to do with it, and when you publicly traced the recall movement to Mr. Cass in the Fletcher-Salmons Building, you were not aware that we had sold that building several years before.

Enclosed find copy of my letter to Mr. Cass and his answer in reply.

In this water district fight you accused me of keeping all the lands in which I, or my friends, are interested, out of the district. If you will call on the water committee, consisting of Messrs. Davidson, Marston, Porterfield, Stearns, Choate and Jones, you will be told that for months I pled to allow our lands to be put in the district and the committee refused. We were willing to stand our share of the burden and get our share of the water - the City of San Diego always having a majority of the directors, and having control of the situation, therefore, any talk of trying to put it over on the City is ridiculous.

Neither the interests that I represent, nor myself, have put up a dollar toward the expense of forming this water district, and I am only one of the Committee of Thirty who started the water district plan. The men who started this are known as the "Committee of Thirty", the list being as follows:

Frank Belcher, Jr
O. W. Cotton
W. S. Dorland
A. S. Bridges
Ed Fletcher
E. B. Gould, Jr
M. F. Heller
Chas Hardy
Wm. Kettner
Jas. MacMullen
Melville Klauber

Rufus Choate
Wm. Clayton
G. A. Davidson
W. J. Bailey
P. H. Goodwin
C. S. Holzwasser
Carl Heilbron
H. H. Jones
A. D. LaMotte
Geo. W. Marston
M. C. McRae

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D. W. Pontius
W. H. Porterfield
F. W. Stearns
F. M. White

Sam Porter
John D. Speckels
Joe Sefton
Julius Wangenheim

Messrs. Davidson, chairman, Choate, Marston, Jones Stearns and Porterfield recommended the formation of the water district, and its boundaries. This was unanimously approved by the Committee of Thirty, and I, or the interests I represent, are no more responsible for the formation of this district than any other member of the committee.

This talk about the district being formed to purchase the Fletcher water systems is bunk. The district directors will recommend to the people what to buy and the people will finally settle the question. The district may desire to build El Capitan, or develop water on the Tia Juana River, and there is no obligation whatsoever on the part of anybody to acquire any of our properties.

Speaking now of the old municipal water district you should be aware that that was instigated by Messrs. Choate, Stearns and John Forward, Jr. We were foolish enough to put up the month, at the request of the committee, to carry the case to the Supreme Court to determine the validity of the municipal water district act. After the district was declared valid, and we had spent our money, no further action was taken, as you know, and we were left hanging "on the end of a limb".

In the old water district, all of our lands were included within the boundaries of the district, including seven or eight thousand acres on the Linda Vista Mesa. The property not included was my personal property at Grossmont, which the committee thought should be left out. Under the new district plan, all of our lands have been excluded by the Committee of Thirty, the idea being to develop only a domestic supply of water, altho we would have liked very much to have put our lands within the district. I don't own one share of stock or have any interests in the South Coast Land Company whatever, and have not for six or eight years, neither do I represent the South Coast Land Company, therefore, it looks as if the interests I represent are damned if the land is included in the district and damned if it is not.

I am not sending this letter to you for publication, but to furnish you the facts as between Brother Elks, and all I ask is a square deal. You have a perfect right to your own opinion and to fight any plan of water development you care to. All I ask is simple justice.

Yours very truly,

EF:KLM

Ed Fletcher Papers

1870-1955

MSS.81

Box: 18 Folder: 25

General Correspondence - Moore, Walter P.



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