

COUNTER NO.
TIME FILED

TELEGRAM

CHECK

The Postal Telegraph Cable Company (Incorporated) transmits and delivers this message subject to the terms and conditions printed on the back of this blank

7714

DESIGN PATENT NO. 40829

Send the following message, without repeating, subject to the terms and conditions printed on the back hereof, which are hereby agreed to.

Sept. 29, 1913.

Wm B. Mathews, *40 City Water Dept. Hill St near 7th*
Los Angeles, California

Riparian owners on San Diego River have secured temporary injunction forbidding our pumping domestic water for our consumers including several cities. We believe we can show no damage and are willing to put up a bond of any amount. Case set for hearing Thursday October 2nd, Ten A.M.

At the request of our attorney Mr. A.H. Sweet will you accept a retainer and what will your charges be per day. All evidence is collected but very desirable you be here Wednesday to consider law points and policy. Rush answer.

Cuyamaca Water Company,

Ed Fletcher, Manager.

COUNTER NO.
TIME FILED

TELEGRAM

CHECK

The Postal Telegraph Cable Company (Incorporated) transmits and delivers this message subject to the terms and conditions printed on the back of this blank

7714

DESIGN PATENT NO. 40829

Send the following message, without repeating, subject to the terms and conditions printed on the back hereof, which are hereby agreed to.

Sept. 29, 1913.

Houghton & Houghton, *1305 Merchants Exchange Bldg*
San Francisco, California.

Riparian owners on San Diego River have secured temporary injunction forbidding our pumping domestic water for our consumers including several cities. We believe we can show no damage and are willing to put up a bond of any amount. Case set for hearing Thursday October 2nd Ten A.M.

At the request of our attorney Mr A.H. Sweet will you accept a retainer and what will your charges per day be. All evidence is collected but very desirable you be here Wednesday to consider law points and policy. We wish the services of the member of the firm who had charge of the Miller-Lux litigation. Rush answer.

Cuyamaca Water Co.,
Ed Fletcher, Manager.

COUNTER NO.
TIME FILED

TELEGRAM

CHECK

7714

DESIGN PATENT NO. 40329

Send the following message, without repeating, subject to the terms and conditions printed on the back hereof, which are hereby agreed to.

Sept 29, 1913.

Frank Short, Attorney at law,
Fresno, California.

Riparian owners on San Diego river have secured temporary injunction forbidding our pumping domestic water for our consumers including several cities. We believe we can show no damage and are willing to put up bond in any amount.

Case set for hearing Thursday October 2nd, Ten A. M.

At the request of our attorney Mr A. H. Sweet will you accept a retainer and what will your charges be per day. All evidences collected but very desirable you be here Wednesday to consider law points and policy. Rush answer.

Cuyamaca Water Company,
Ed Fletcher, Mgr.

COUNTER NO.
TIME FILED

TELEGRAM

CHECK

7714

DESIGN PATENT NO. 40329

Send the following message, without repeating, subject to the terms and conditions printed on the back hereof, which are hereby agreed to.

Sept. 29, 1913.

A. H. Koebig,
Title Insurance Bldg., Los Angeles, Calif.

Riparian owners on San Diego river have secured temporary injunction forbidding our pumping water for our consumers including several cities. We believe we can show no damage and are willing to put up bond in any amount. Case set for hearing Thursday October 2nd, ten A. M.

Are you available as an expert for this case and can you be here Wednesday.

Wire answer stating charges per day.

Cuyamaca Water Co
Ed. Fletcher.

day later

WESTERN UNION
DAY LETTER

THEO. N. VAIL, PRESIDENT

RECEIVED AT

257CS J

17 BLUE

LOS ANGELES CAL SEP 29 1913

ED FLETCHER

CUYAMACA WATER CO SANDIEGO CAL

I CAN BE IN SANDIEGO WEDNESDAY MY CHARGES ARE FIFTY
DOLLARS PER DIEM AND EXPENSES ANSWER IMMEDIATELY

A H KOEBIG

421P

227

CUYAMACA WATER COMPANY

SUCCESSORS TO

THE SAN DIEGO FLUME COMPANY

OFFICE, FLETCHER BUILDING

918 EIGHTH STREET, BETWEEN D AND E

P. O. BOX 1412

ED. FLETCHER, MANAGER

LOU B. MATHEWS, SECRETARY

C. HARRITT, SUPERINTENDENT

SAN DIEGO, CALIFORNIA Oct. 1, 1913

Dear Sir:

As one of the plaintiffs in the case against the Cuyamaca Water Company, you are probably aware that you have secured a temporary injunction. This injunction, if made permanent, will work a terrible hardship on fifteen or twenty thousand innocent people who will need domestic water.

By October 15th there will be no water in Cuyamaca Lake at the present rate of consumption. If we are prohibited from pumping there will be no water even for domestic service for any one on the flume line thereafter. By December 1st there will be no water even for domestic service to flow by gravity out of La Mesa Lake, and by December 15th all the water will have been used; therefore if a permanent injunction is secured from the courts by you, in a short time people will be compelled to haul their water in barrels for domestic purposes. For our domestic supply, outside of the flume consumers we furnish water for the city of La Mesa, East San Diego, Kensington Park, Normal Heights, etc., approximately twelve to fifteen thousand people. Without a domestic supply of water, including water to flush the sewers, there is a serious danger of an epidemic, to say nothing of inconvenience and loss in property values.

About Sept. 1st. we submitted to Mr. Lebert, the President of your Association, a letter requesting permission

from the riparian owners to pump a temporary supply under any reasonable conditions. This Company agreed to stipulate that it had no intention of acquiring any rights to pump water in the river, that we would limit the amount of water to 125 miner's inches; that we would have a definite period to pump, say until the rains came this winter. As you know, this proposition was rejected.

Mr Sweet, our attorney and myself had a meeting today with your attorneys, Messrs. Doolittle and Britt, and again called their attention to the urgent need of a domestic supply of water and the results that would follow your refusal to allow us to pump a temporary supply. We even went to the extreme of offering to get the signatures of every consumer on the flume waiving any rights to pumping water from the sands of the San Diego River, and agreed to put up a satisfactory damage bond for any reasonable amount if there was any damage, but Messrs. Doolittle and Britt refused any compromise of any kind whatsoever.

This letter is written to the plaintiffs in this case to explain frankly the seriousness of the situation and water famine, believing that the attitude of the attorneys does not represent the attitude of the plaintiffs, and to request that if the present attitude of your attorneys is not satisfactory to you—that you immediately let your views be known to your attorneys, so that a compromise can be affected at an early date that will protect the riparian owners in all their rights and give our consumers temporary relief.

Very truly yours,

FK

CUYAMACA WATER CO.,
Per

Max

28
Sept. 3d, 1913.

copy of other letter

Mr. F. J. Lebert, Secy,
San Diego River Riparian Owners' Ass'n,
San Diego, California.

Dear Sir:

I see by the papers that it is the intention of your Association to bring injunction against the Cuyamaca Water Company prohibiting this Company from taking out of the San Diego watershed by pumping the water needed for temporary purposes owing to the shortage of our supply.

As you know, this injunction would work a great hardship on the consumers of the Cuyamaca Water Co., as the water is needed both for domestic supply, and in addition to give a limited supply to the lemon orchards at the critical period in order to save their next summer's crop. As you are aware, it is necessary to give lemon orchards water in October and November so as to bring out the blossom.

We are only installing a pumping plant to supply sixty inches of water. As you know, this is an extremely small amount, for practically every member of your Association on the River pumps from sixty to three hundred inches of water for each ranch. We are installing

our pumping plant on our own ground, approximately five or six miles above any pumping plant on the river.

You attended the hearings of the Railroad Commission in the Cuyamaca water case, and are aware that all the engineers agreed that water does not flow underground in excess of three miles a year; therefore any water that we might divert by pumping, even if it should not rain another drop, would not reach your pumping plants at the Monte Ranch for nearly two years. We intend to pump only during the next three months or until it rains again, and hope that there will not be a shortage which will necessitate our pumping again this coming year. When the rains come this winter, any small amount of water that we may have pumped from the sands of the River will be replaced by flood waters, and there cannot possibly be any damage to any member of your Association.

I regret exceedingly to have your Association take any action in this matter, as you would be working an extreme hardship on your neighbor without any damage to yourself if your injunction should hold.

Very truly yours,

FK

Jan. 8th, 1914.

To The San Diego River Water Association,
San Diego, California.

Gentlemen:

In relation to the discussion between Messrs. Leibert and myself relative to the possible compromise of the litigation between the Cuyamaca Water Company and the riparian owners in your Association, the following is my understanding of the general terms on which it might be possible for us to get together:

1st: The recognition of the rights of the Cuyamaca Water Company as to all water heretofore diverted via the flume and used for irrigation and domestic use.

2nd: The recognition by the Cuyamaca Water Company of the rights of the riparian owners to have the water which they need for their riparian lands.

3d: The possibility of our agreeing on the level of a water plane of the entire valley which would be mutually satisfactory, and this water plane each season to be first saturated by the flood waters before any catchment of flood waters is made by our Company in dams to be built.

4th: After the saturation of the water plane to the agreed level, the details of which are to be mutually arranged, then we will be allowed to catch any flood waters in reservoirs to be built, and catch the excess water which now goes to the ocean and is not needed by the riparian owners.

5th: That we be allowed to operate our pumping plants only in case of emergency and shortage of water and pump not to exceed 100 inches of water, the capacity of our present plants, no further pumping plants to be installed without the consent of the riparian owners in advance.

6th: The sale of the El Monte pumping plant to the riparian owners at cost.

An agreement along the above lines properly incorporated in a decree of court will satisfy me and I am satisfied that I can get Mr Murray's consent to it as well.

Very truly yours,

JK

Ed Fletcher Papers

1870-1955

MSS.81

Box: 55 Folder: 45

**Business Records - Water Companies -
Cuyamaca Water Company - Suit brought
by San Diego River riparian owners**



Copyright: UC Regents

Use: This work is available from the UC San Diego Libraries. This digital copy of the work is intended to support research, teaching, and private study.

Constraints: This work is protected by the U.S. Copyright Law (Title 17, U.S.C.). Use of this work beyond that allowed by "fair use" requires written permission of the UC Regents. Permission may be obtained from the UC San Diego Libraries department having custody of the work (<http://libraries.ucsd.edu/collections/mscl/>). Responsibility for obtaining permissions and any use and distribution of this work rests exclusively with the user and not the UC San Diego Libraries.