

Los Angeles News.

FRIDAY, FEBRUARY 21, 1868.

City Water Works.

It is now some time since the Common Council decided by resolution to carry out the contract of lease heretofore made with J. L. Sansevaine, for the Water Works, and yet nothing has been done to enable Mr. S. and his assigns, to furnish water to our citizens. The gentlemen who purchased of Mr. S. have already, we understand, been at a very considerable expense, in order to procure what they had leased from the city—the motive power—necessary for supplying the city with water for domestic purposes; the dam which furnished the power necessary for that purpose having been carried away by the floods, it became the duty of the Common Council to provide the lessee of the city with motive power with which to supply the city with water. True, the Council entertain the opinion, at least their actions declare as much, that the city is under no obligations to rebuild the city dam, or furnish other dams, right of way, sites for machinery, motive power &c. The reasonable and logical conclusion however, is that when a landlord leases to a tenant for a term of years, with no agreement for the tenant to keep the property in repair during the term of the lease, it must be repaired at the expense of the landlord. In this case, the city

must be repaired at the expense of the landlord. In this case, the city is the landlord, and J. L. Sansevaine and his assigns, are the tenants.—The lease gives the tenants the use of all the city Zanzas, with *all* the easements and servitudes necessary for their purpose, for which the lessees pay an annual rent. The property leased for a term of ten years, consisted of pipes in the different streets of the city, reservoirs, flumes, and a wheel for the purpose of raising water, the wheel being erected below the dam, and the water and fall necessary for working the same being furnished by the dam; the dam became a part of the leased premises, and should therefore be replaced and kept in repair during the term of the lease by the lessor, and if the dam cannot be rebuilt in time to meet the wants of the people, it is the duty of the Common Council to make such arrangements as will enable Mr. S. to use the leased property. To do otherwise is a violation of the faith and contract on the part of the city. If, however, the dam was not a part and parcel of the leased premises, it was certainly the foundation of, and motive power which rendered the Water Works both useful and valuable, as no water could be supplied except with the wheel, and the wheel could not run without the dam; such being the case it was the duty of the Common Council to take without delay, such steps as would secure the property of the city, of which that body are the guardians. The Council should have been governed by two motives in at least promptly

no water could be supplied except with the wheel, and the wheel could not run without the dam; such being the case it was the duty of the Common Council to take without delay, such steps as would secure the property of the city, of which that body are the guardians. The Council should have been governed by two motives in at least promptly removing any obstacles to the repairs of the Water Works. First, the carrying out of the contract of lease made by the city, and secondly, a laudable desire to preserve and protect property of the city that has cost large sums of money. The loss that will accrue to property holders if the Water Works remain another month out of repair, will be almost incalculable, and may very seriously effect the revenue of the city; and yet the Common Council are doing nothing whatever to push forward the repairs of the Water Works. On the contrary, they have refused to lend the corporate influence of the city, to secure a location for the water wheel, and that too, with a full knowledge that \$50,000 worth of city property would be destroyed if the wheel was not rebuilt. The lessees of the Water Works have at last been compelled to purchase a lot of ground upon which to place their machinery, at their own expense, and are now, we understand, vigorously at work repairing the Water Works, and we hope in a few days to see the city Water Works in good order, whether the Council chooses to comply with the contract heretofore made by the city or not.