
Los Angeles News.

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Los Angeles News.

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To the Hon. Mayor and Common Coun-
cil of the City of Los Angeles.

GENTLEMEN:—Your Committee, to whom was referred the proposition of J. S. Griffin and others, submitted in writing to your Hon. body to lease the Water Works belonging to the city of Los Angeles for a term of years, and upon conditions therein expressed, and also the verbal proposition of P. McFadden to lease said works, after having been in session from day to day, from the day of their appointment until Saturday last, beg leave to submit this the Report of their deliberations:

The committee by consent having adjourned until Saturday morning,

2nd. "City buildings and plazas to be furnished with water gratuitously—conduits from the street pipes and other appurtenances at the expense of the city—the water in abeyance at all times for the extinguishment of fires—their works, desired to revert to the city on arbitration price."

Here in the opinion of your committee, the cloven foot of a speciously veiled monster makes its appearance; "their works if desired to revert to the city on arbitration price," which is simply a provision that the city in return for granting a monopoly for twenty-five years, will have the privilege of purchasing the works, for say one million dollars. In other words, their proposition amounts to this: the city shall give up and surrender for the purpose of their being destroyed, the water works that have already cost \$45,000, together with its right to sell and supply water for domestic purposes, which is not an exclusive one, a proof of which is that rival works have for some time been in operation, and which cannot therefore be turned into an oppressive monopoly and place the right of selling and delivering water for domestic purposes, in a position to defy competition, for the simple privilege of buying off a monopoly in twenty-five years, that will have grown valuable beyond calculation by reason of the exclusive rights granted.—And here we ask the particular attention of your Hon. body, to the fact that the grant asked for is so worded as to convey the interest of the city works to Mr. McFadden; but it is no where proposed that the McFadden interest shall belong to, be under the control, or even revert

ly with their contract with Mr. Sansevaline, no matter how much it may be to the interest of private companies to promote litigation between the city and its lessee; and in the judgment of your committee, neither bonds, money or cunningly devised propositions of private companies to secure valuable grants, should induce the city to break its faith, thus attested by solemn contract. The sixth and last clause of said proposition is as follows:

6th. "They hold themselves ready to enter into any other reasonable details, heroby offering to give sufficient bonds for the due performance of their stipulations, and to pay the city fifteen hundred dollars a year."

The bonds might just as well have been left out of the proposition entirely, there being no reversionary interests to the city, save the conditional right to purchase at the expiration of twenty-five years, as the entire property interests of the city will cease as soon as the grant prayed for is made by the city, and the promiss to pay fifteen hundred dollars a year in greenbacks or lawful money for one year, would not be a matter of sufficient importance to require heavy bonds. Your committee here direct the special attention of your Hon. body to the amount and manner of payment offered for the grant prayed for. We quote from the last clause referred to: "and pay the city fifteen hundred dollars a year." Had the petitioners intended in good faith to pay the city fifteen hundred dollars a year for twenty-five years, they certainly would have said so in their proposition. We need not explain to your Hon. body, the difference be-

river and zanjas of the city, with all the servitudes and easements required, to enable them to carry out the objects of the proposition.

The seventh clause asks a grant of one hundred acres of land, upon which to build reservoirs, and requires the aid of the city in the protection of the city property, in which light it shall always be considered and respected; and that they will give bonds in the sum of \$20,000, for the faithful performance of their contract.

The noticeable difference between the proposition of J. S. Griffin and others to lease the city water works, and the petition of P. McFadden and others for an exclusive grant of the same is briefly as follows: The proposition of Griffin proposes to lease for a term of thirty years, at an annual rent of one thousand dollars; to replace the wooden pipes now belonging to the city with substantial iron ones; to supply the city with water through the present pipes, at their own expense; to build good and commodious reservoirs, which, with the works, and all other improvements, shall belong to the city, and be delivered to it at the expiration of the lease—thus leaving the city a water works with its pipes, reservoirs and business, worth, perhaps, several hundred thousand dollars;—and to accomplish which Messrs. Griffin and company propose to expend in improvement fifty or more thousand dollars, and which does not turn the citizens of this city over to a monopoly.

The proposed grant to McFadden and company would at the expiration of twenty-five years leave the city only the privilege of purchasing what they now have—a water work—and that at a price fixed and governed by arbitrators, who would undoubtedly base its value by the revenue produced by reason of the grant of monopoly.

Your committee therefore recommend, First, That the existing contract of lease with J. L. Sansevaline or his assigns, be carried out in good faith by the city; and Secondly, That in view of the embarrassing questions of expenses and motive power, and the securing of the city from the payment of any further costs for replacing said motive power, and other beneficial results to accrue to the city, the said lease be extended according to the terms of the proposition of J. S. Griffin and others.

The committee by consent having adjourned until Saturday morning, the 1st inst., for the purpose of giving Mr. McFadden time to present his proposition in writing, which is herewith submitted to your Hon. body, and which your committee proceed first to consider, on account of its extraordinary nature, more than six pages of which purports to and is intended for a legal disquisition, sustaining and arguing in favor of pretended, exclusive rights of Mr. McFadden and others, based upon some imaginary grant heretofore made by the Mayor and Common Council to Wm. G. Dryden, the only apparent object of which is evidently to intimidate this committee, and by their report influence the action of the Mayor and Common Council, hoping thereby to secure a monopoly of the water, as well as a franchise in itself ruinous to the best interests of the city; and here permit us to remark that, although not strictly within the duties of your committee, the threat to them so apparent upon its face, induced them to seek legal advice, and they are assured by legal gentlemen of standing in the community that Wm. G. Dryden or his assigns have no action at law or in equity against the city of Los Angeles, for any rights they may claim under the pretended grant referred to, and your committee are therefore of opinion, and report the fact to be, from the advice so obtained, and a careful inspection and examination of the grant so called, that the city is in no danger whatever from any suit based upon any such pretended rights, and that threats of such are made with the sole view of influencing the action of your Hon. body in favor of the grant prayed for.

Your committee find, and so report to your Hon. body, that from careful examination of the grant referred to, Wm. G. Dryden and his

McFadden interest shall belong to, be under the control, or even revert to the city, except purchased at a price to be ascertained by "arbitration." If therefore that price should be found to be beyond the ability of the city to pay, the grant would necessarily become perpetual. Proposition third, reads as follows:

3rd. "They ask the easements and servitudes necessary for their purpose, and the use of all the apparatus and fixtures and machinery now employed—a donation of land at such point and in such quantity as may be agreed upon, not to exceed one hundred acres, for a reservoir to secure the proper momentum for the different elevations of buildings."

This clause takes with becoming modesty, all the pipes, machinery and appurtenances now belonging to the city water works and which cost \$45,000, together with the easements and servitudes necessary for their purposes, and offers nothing in return except the conditional right to the purchase above referred to; and in the opinion of your committee, comes with refreshing assurance from parties who claim to be the exclusive owners of the rights and franchise asked for, and who, in their preamble to their proposition, threaten to sue the city if the Mayor and Common Council should refuse to give them forty five thousand dollars and a monopoly wherewith to oppress the people; and in order to more effectually destroy the city water works, and make their private works of a value beyond the reach of the city to purchase, they ask a donation of one hundred acres of land for that purpose. The fourth clause is as follows:

4th. "They agree to a replacement of the present rotten wooden pipes with substantial iron ones within ninety days."

Here again is the cloven foot with which a loophole is left open for a

tion. We need not explain to your Hon. body, the difference between fifteen hundred dollars a year and fifteen hundred dollars per annum, or fifteen hundred dollars a year for twenty-five years. Under the laws of this State, all contracts for payment of money, where gold coin is not expressed, are payable in lawful money of the United States, commonly called greenbacks, worth at present seventy cents on the dollar, producing in gold one thousand and fifty dollars, which would be the full amount paid to the city for the valuable grant prayed for; and should your honorable body be able to construe the words *fifteen hundred dollars a year* to mean for twenty-five years, instead of one year, your committee deem it safe to say, that the loss on the conversion of legal tenders into gold will in the future be much greater than at present, and that before the expiration of twenty-five years, the legal tenders so paid will have no intrinsic value whatever.

The proposition of Mr. McFadden may be summed up as follows: First, an exclusive grant to furnish water for domestic purposes to the inhabitants of this city, for twenty-five years, thereby rendering it impossible for any other water works to be established; shutting out and destroying all other public and private enterprises for that purpose; even the man of industrious habits, who delivers water daily to his customers, by means of a cart and buckets, would be compelled under the terms of the grant prayed for, to give up his occupation; the capital and enterprise that has sought and is still seeking to furnish artesian water for domestic purposes, would be compelled to curb its progressive spirit for the term of twenty-five years. In short, the water business would be monopolized, and no water for domestic purposes could be purchased except through Mr. McFadden. Second, the city water works that cost forty five thousand dollars, and for three years supplied the city with water, is to be abandoned, and given to Mr. McFadden for nothing; and Third, a further grant of one hundred acres of land, for all of which it is proposed to pay the city a few greenbacks, and permit it to purchase

suits to accrue to the city, the said lease be extended according to the terms of the proposition of said J. S. Griffin and others, with such modifications as may be made by your Hon. body; provided, however, that no grant of land be made to said parties, but that they be permitted to use any unoccupied city land for the erection of reservoirs necessary for said works; and provided further, that they pay a yearly rent for the same of fifteen hundred dollars, and that a committee be appointed to enter into such contract of extended lease. And provided further, that at the expiration of said lease all pipes laid down, and all other improvements made to said water work shall revert to the city, free of cost, or charges whatever.

Respectfully,

Signed,
J. SCHUMACHER,
C. AGUILAR,
A. J. KING,
Of Committee,

NOTICE.

TO ALL WHOM IT MAY CONCERN.—

NOTICE is hereby given that all the Book accounts of the undersigned have been sold, transferred and assigned to EYETTE MALLARD, and all the debtors of the undersigned are required to settle with him.

J. S. MALLARD.

Los Angeles, Feb. 1st, 1868.

feb4tf.

In the Probate Court of the County of Los Angeles, State of California.

IN the matter of the Estate of ANTONIO YGNACIO ABILA, Deceased.

Order to show cause why order of sale of Real Estate should not be made.

IT APPEARING to the Hon. Wm. G. Dryden, Judge of said Court, by the further amended petition this day presented and filed by Pedro Antonio Abila, the executor of the last will and testament of Antonio Ygnacio Abila, deceased, praying for an order of sale of Real Estate, that it is necessary to sell the greater portion or all of the Real Estate, to pay the debts and expenses of the administration of said estate.

Your committee find, and so report to your Hon. body, that from careful examination of the grant referred to, Wm. G. Dryden and his assigns have the right to lay pipes in the streets of this city, to erect upon certain conditions a reservoir upon the public plaza, to erect a wheel under certain conditions to turn machinery, and to collect water from a spring upon their own land to supply the city; that the city has not even granted the right to sell water, and that there is no word in the grant to any of the privileges claimed, that by any known rules of language can be construed to mean *exclusive* and when there is no exclusive grant there can be no action at law or in equity for damages that may arise from a just and liberal competition.

The other matters set forth in the preamble or declarations of rights accompanying the proposition or petition of Mr. McFadden, your committee deem it unnecessary to discuss. The first clause of said petition is as follows:

1st. "They solicit an exclusive grant for twenty-five years, to furnish the city of Los Angeles with water for domestic purposes, within such boundaries, and in such quantities and at such rates, and subject to such variencies, as shall be determined in the act conferring the grant."

This, it will be seen, is not a lease, but a grant, and does not contemplate the improvement of any water works or other property now belonging to the city, but is a proposition and application in plain terms for a grant from the city, so exclusive in its nature as to create a water monopoly that once in operation would do more to retard the prosperity of the city, than any other calamity that could befall it, and if granted, would be nothing more nor less than the deliberately

pipes with substantial iron ones within ninety days."

Here again is the cloven foot with which a loophole is left open for a monster fraud to be practiced upon the city. No specific quantity of pipes are mentioned; they do not say that *all* the wooden pipes will be replaced, and what is of more importance to the city, they do not say to what works the iron pipes when laid shall belong. In view of the fact that the company represented by Mr. McFadden have at this time iron pipes in some of the principal streets of the city, is it not fair to presume that they are the pipes to be used, and that all pipes laid by them would be attached to and become a part of their private works; and at the end of the twenty-five years no vestige of the water works now belonging to the city could be found, and that a population of fifty thousand people would be forced to rely upon McFadden and company and submit to whatever usurious exactions they might demand? What would be the indignant feelings entertained by a monopoly cursed community, for an administration that thus frittered away the best interests of the city and the rights of the people, your committee do not undertake to say.

The fifth clause of said proposition is as follows:

5th. "They assume all liability on the part of the city, arising from the contract of lease with J. Louis Sansevine."

Your Committee do not propose to discuss the question of damages growing out of the contract of lease between the city and Mr. Sansevine, that being a matter, when raised to be determined in the proper courts of the county. They cannot however, forego the remark that, so far as your committee are informed, Mr. Sansevine has entered into, and carried in out good

Fadden for nothing; and Third, a further grant of one hundred acres of land, for all of which it is proposed to pay the city a few greenbacks, and permit it to purchase what was taken for nothing, at a price to be fixed by arbitration, at the end of twenty-five years.

Your committee are of the opinion that while the city may have the right to make grants, they have no legal or moral right to give away the property of the city, upon which so large a sum of money has been expended. Your committee are of opinion that your honorable body has the right to lease the city water works for any reasonable number of years, and upon such terms as to you may seem just and proper; but you must keep in view the important fact, that the city water works belongs to the city, and was built by money wrung from the pockets of an over-taxed people, and any lease of the same must be with a *definite understanding that the right and title in fee simple of the city water works is vested in and must remain in the city*; and that it cannot be either *given away*, or leased for the purpose of being destroyed or merged into a private work, as would be the case if the grant prayed for is permitted to become a law. Your committee therefore recommend that the proposition of Mr. McFadden and company be indefinitely postponed.

Your committee now pass to the consideration of the proposition of J. S. Griffin and others, mentioned in the beginning of this report. Your honorable body having considered to some extent this proposition, your committee find it necessary only to report the same in general terms, which are as follows:

The first clause proposes to relieve the city from all liabilities growing out of the lease made to D. W. Alexander and assigns, to which we refer your honorable body to the opinion of your committee upon a similar proposition made by Mr. McFadden, in another part of this report.

The second clause agrees to furnish water through the *existing* pipes, and to keep the same in good repair, without inconvenience to the trade and commerce of the city, and at a price not to exceed that now charged.

The third clause agrees to replace the wooden pipes now in use with first-class iron pipes, and to return the same to the city within a period of thirty years, in good order, the city paying the cost of the pipes, without interest, at what the market value of such pipes, at the time of their surrender may be.

Ygnacio Abila, deceased, praying for an order of sale of Real Estate, that it is necessary to sell the greater portion or all of the Real Estate, to pay the debts and expenses of the administration of said Estate.

It is therefore ordered by Hon. Wm. G. Dryden, Judge of said Court, that Tomas A. Sanchez, Felipe G. Sanchez, Juana Sanchez de Enriquez, and her husband Manuel Enriquez, Concepcion Abila de Barelais, Francisca Abila de Sepulveda, and her husband Jose Sepulveda, Robert Burnett, Macedonia Aguilar, Gellermo Boucherdeau, Jose Altamerano, Josefa Sanchez de Perez, and her husband Jose Perez, Maria Jesus Vejar de Cota, and Marcus Cota, her husband, Francisco P. Vejar, Ysidora Vejar de Rodriguez, and Julian Rodriguez, her husband, Juan Vejar, Ysedora Cota de Vejar, Alexander Nelson, Andrea Colan, Ramon Vejar, Domingo Vejar and Enrique Vejar, minor children of Emedio Vejar, deceased, Juan Abila, Pedro Abila, Marta Abila de Padillo, Ascencion Abila, Louisa Sanchez, Francisco Vejar and Pedro Antonio Abila, and all other persons interested in or claiming to have interest in said Estate as heirs at law, devisees under the will of said deceased, or as assigns, appear before the said Probate Court, on WEDNESDAY, the 26th day of February, A. D. 1868, at 10 o'clock in the forenoon of said day, at the Court room of said Probate Court, at the City of Los Angeles, in the County of Los Angeles, to show cause why an order should not be granted to the said Executor, Pedro Antonio Abila, to sell so much of the Real Estate of the said deceased, as shall be necessary.

And that a copy of this order be published at least four successive weeks in the Los Angeles Semi-weekly News, a Newspaper printed and published in said City and County.

Dated, Los Angeles, Jan. 17th, 1868.

W. G. DRYDEN,
Probate Judge.

STATE OF CALIFORNIA, }
COUNTY OF LOS ANGELES. } SS.

I, T. D. Mott, Clerk of the Probate Court in and for the County of Los Angeles, State of California, hereby certify, that the above and foregoing is a full, true and correct copy of the original order in the aforesaid entitled cause, as the same now remains of record, and on file in the office of said Court.

Witness my hand, with the Seal of our said Court affixed, at Los Angeles, this 20th day of January, A. D. 1868.

longing to the city, but is a proposition and application in plain terms for a grant from the city, so exclusive in its nature as to create a water monopoly that once in operation would do more to retard the prosperity of the city, than any other calamity that could befall it, and if granted, would be nothing more nor less than the deliberately throwing or giving away by the Common Council of forty-five thousand dollars already invested by the city in a water work. Provision second, is as follows:

to discuss the question of damages growing out of the contract of lease between the city and Mr. Sansevaine, that being a matter, when raised to be determined in the proper courts of the county, They cannot however, forego the remark that, so far as your committee are informed, Mr. Sansevaine has entered into, and carried in out good faith, a contract of lease with the city, and a decent regard for the honor and integrity of the city, requires that the city or its representatives, should in good faith, com-

the same in good repair, without inconvenience to the trade and commerce of the city, and at a price not to exceed that now charged.

The third clause agrees to replace the wooden pipes now in use with first-class iron pipes, and to return the same to the city within a period of thirty years, in good order, the city paying the cost of the pipes, without interest, at what the market value of such pipes, at the time of their surrender may be.

The fourth clause agrees to supply the public buildings and plazas with water, free of charge.

The fifth clause agrees to pay the yearly rent of one thousand dollars in gold coin.

The sixth clause asks the use of the

COUNTY OF LOS ANGELES.)

I, T. D. Mott, Clerk of the Probate Court in and for the County of Los Angeles, State of California, hereby certify, that the above and foregoing is a full, true and correct copy of the original order in the aforesaid entitled cause, as the same now remains of record, and on file in the office of said Court.

Witness my hand, with the Seal of our said Court affixed, at Los Angeles, this 20th day of January, A. D. 1868.

T. D. MOTT,

Clerk of the Court aforesaid.

By S. H. Mott,

Deputy.

jan 21,