

Soda Springs, Idaho
July 31, 1943

Dear Dad,

We are planning ontaking out a Federal loan and paying off the bondholders committee as soon as things can be put in shape so that the loan can go through. The few things that are holding it up are the clearing of those titles and something tangeble in water rights. As it is we can show nothing definite until they are segregated from those of the upper place that was sold to A Bear Lake Co. also the matter that I talked to you about that 320 acres that there was a misunderstanding on and it did not get included in the contract.

The Committee are desirous that we get them paid off as soon as possible so with the idea that we will clear them up this fall they may get things stritened out right away. I am inclosing a letter from a letter to me from the Federal Land Bank representative which will help to make the matter clear.

Last year our water assessment was \$171.69 and this year it was \$159.46. The Committee decided to give to the lower ranch (which we are purchasing) the greatest amount of water so . I talked to Mr. McEwan about it at one time and I believe that he told me that we were to get about 65% of the water from the two ranches. However I am not sure of the percent. This extra water should be to our advantage since we need lots of water to irrigate the hay land. I would like to have a copy of the water rights that are allocated to our place and an extra copy for the Land bank.

I believe that this covers the business end of things. Now to tell you that it is too hot here today. We have taken the day off and gone to the Henry Stampede that is held about a mile from our house. It was really good. I took Gordon and Norman. They surely enjoyed it.

I have been in the hay one full week and believe that I can really get going this next week. The weather is grand for haying except that the frost and dew in the mornings makes the hay pretty wet for a while. I have had no trouble getting a crew and am getting along better than last year.

When are you going to take your vacation and come up. I have a fine horse ready for you to ride and am getting another that you would enjoy riding on Tuesday from the Army.

Tell all hallo and give them our love.

Saturday, August 21, 1943-

Dear Roland:

It has been a long time since I received your letter of July 31, with the letter to you from the National Farm Loan Associations. I apologize. The reason for not looking into this promptly is that I have been working on a corporate reorganization job that kept my nose on the grindstone.

Yesterday and today I have been talking with Will McEwan about the water rights and the south half of Section 33 that was left out of your contract.

Will assures me that the committee will do everything it can to get these matters straightened out so that you can get your loan.

He says that title to the south half of section 33 is still in Austin Brothers Association, never having been conveyed to the committee, and he thinks there is no reason why a deed should not be made direct to you. Of course, I think he means by this that when it becomes clear that you can refinance, then the deed could be executed, and the one from Austin could be delivered to you along with the deed from the committee. I think it might pay you to obtain an abstract of title to this property, because it is not included in the abstract which I examined for you.

He thinks it will be well to have a conference with you and representatives of the Upper Ranch and of the Committee and reach a decision as to the allocation of water rights between the two ranches. In the meantime I reminded him of the provisions in your contract (last paragraph of the description in paragraph 1) which provides that you are to have appurtenant water rights, which are a portion of those heretofore used on the lands, and as decreed by the court, your portion to "bear toward the whole of the waters so decreed and used on said ranches a ratio not less than that which the acreage covered by this contract bears toward the combined acreage of both ranches." He could not tell me off hand the acreage of the Upper Ranch, but unless it is more than 3500 acres, you will be entitled under this provision to not less than 65% of the water.

He is going to look into both these questions and said he would get in touch with me again Tuesday. In the meantime I hope your plans are going forward.



National Farm Loan Associations

GRACE GROUP-17D
GRACE, IDAHO

L. SUMNER POND, SECRETARY-TREASURER

July 30, 1943

IN REPLYING PLEASE REFER TO
No. Application

Mr. Roland Allen
Soda Springs,
Idaho

Dear Roland:

After I left the ranch yesterday, I called at the abstractor's office in Soda Springs and made investigation of the water rights as far as it was possible.

It doesn't appear that the records are clear enough for you to include any specific amount of water you claim for the ranch. In fact, the Blackfoot River decree of 1891, which fixes the date of priority prior to that time, does not include the name of Austin Bros. Association at all. The names that appear in the decree are predecessors in interest in the waters of the Blackfoot river, such as Woolley, Riter, Wells, Romney, etc., and the decree is made for the entire property--both the upper valley and the lower ranch, allocated to no specific land.

It would appear that before we can forward the application to Spokane that it would be better for you to take it up with your attorney, who, no doubt, will have access to the abstract of title, and have the segregation made of the waters allocated to the part of the Austin Bros. Association ranch that you are purchasing so that we can set up the specific amounts with the fixed date of priority.

The abstractor informed me that from all information he has that your water rights are the best on the Blackfoot river because of the early dates of priority. It simply resolves itself into getting the proper amount of water with the date of priority of each item in the decree.

I suggest that you call your attorney and have him go over this matter at the earliest possible date so that we can get the application off to Spokane. If it isn't too much bother for him to do so, have him get the segregation for the upper valley as I will no doubt need that in a very short time.

It may be that the committee for the bond holders, which is handling the deal, will not be sufficiently familiar with the facts to furnish them, but some of the Austin brothers are still living and they may be of material help if their services can be employed.

Please rush.

Very truly yours,

A handwritten signature in dark ink, appearing to be 'L. Sumner Pond', written in a cursive style.

L. Sumner Pond
Secretary-Treasurer

LSP/nr
cc H. H. Allen, Jr.

Soda Springs, Idaho
September 28, 1944

Dear Dad,

I suppose that I am a little slow on this punching machine but I waited until I could send the whole report.

Under separate cover I mailed today the abstract to the property that we talked about (south $\frac{1}{2}$ Sec. 33, T 7 South, Range 43 E.) Also a copy of the paper that the court action was advertised in.

I have also written a letter to the Bondholders Committee and agreed to a 55/45 water settlement providing it agreed with the contract when the acreage was taken into consideration. I have also asked them if they could not have the entire matter cleared up by the first of November. And reminded them that according to the contract that a deed should have been executed and placed in escrow (is that right) within ninety from the time that the contract was signed. I asked them to get that done if they had not already done so.

I suppose that that is all. Did I forget anything after all of that time? I hope not.

We are all well and especially busy but not too busy to stop and enjoy a visit from you. Come up and see us.

Yours very truly,

Roland G. Allen

April 7, 1945

Mr. Roland R. Allen
Box 397
Soda Springs, Idaho

Dear Roland:

I enclose copy of Special Warranty Deed which I received from Mr. Spencer this morning. You will note that I have approved the deed as to form, and have noted in the margin that the South Half of Section 33 is included, and the Northeast Quarter of Section 25 and the Northwest Quarter of Section 30 are left out. I have checked the descriptions against the contract and the abstract, and with those exceptions find them to be correct. I have also totaled the acreage and find it to be approximately 6200 acres.

You will note the only mention of water rights in the deed is "together with all water rights thereunto appurtenant", and you will recall the difficulty we had with this question at the time the contract was written, and we put into the contract the best description we could of what the appurtenant water rights were. Also in your letter to me of September 28, 1944, you said, "I have also written a letter to the bondholders' committee and agreed to a 55-45 water settlement providing it agreed with the contract when the acreage was taken into consideration."

I dislike to turn down this deed but it does seem to me that there should be a description of water rights about the same way we described them in the contract, except as modified by your agreement.

I would like to know what you think about this before finally approving the deed.

Yours very truly,

H. VAN DAM

HVD-K

Soda Springs, Idaho
April 14, 1945

Herbert Van Dam
Felt Building
Salt Lake City, Utah

Dear Dad,

I came in from the ranch for the first time inten days. Besides being busy the roads have been impassable for that time in the afternoons when I was free to come if I could so I just got you letters tonight and will endeavor to answer them all.

The two quarter sections of land that the committee transferred to Mr. Bollar was with the consent of my father. He made the deal with Mr. Bollar and then had the committee deed it direct to him. The amount of the purchase price was then paid direct to the committee and applied as a payment on the unpaid principal.

Mr. Pond has the abstract that you spoke about and I will have him send it to you.

As to your opinion on the deed; I also think that something more definite should be included in the deed. It seems to me that the committee should have no objection to have in about the same description of the water rights in the deed as appears in the contract with the exception of the change in proportion.

I respect your opinion on these matters and appreciate your suggestions on these matters and would very much like to have you go ahead and request such changes as in your opinion are advisable.

I surely hope that you are enjoying better weather down there that we have had up here. We are beginning to wonder if spring will ever come.

Yours very truly,

R. R. Allen
Roland R. Allen

April 17, 1945

*2/2/45
H. Van Dam*
Mr. Clarence O. Spencer
Zion's Savings Bank & Trust Co.
Salt Lake City, Utah

Re: Austin Brothers Deposit Agreement

Dear Mr. Spencer,-

With your letter of April 6, I received a copy of the deed executed some time ago by the Bondholders' Committee to H. H. Allen, Jr.

My client informs me that the conveyance of February 27, 1943, by the Protective Committee to Victor Bollar of the Northeast Quarter of Section 25, Township 8 South, Range 43 East, and the Northwest Quarter of Section 30, Township 8 South, Range 44 East, was made as the result of an arrangement with Mr. Allen. The deed therefore properly omitted this property from the description.

However, I must call the Committee's attention to the contract with Mr. Allen, and particularly the last sub-paragraph in paragraph 1 which describes the water rights, and which, I think, in substance, should be put into the conveyance to Mr. Allen when the transaction is ready for closing. I am informed by my client that agreement was reached, I think, some time in September, 1944, to the effect that the ranch being conveyed to Mr. Allen should have 55% and the upper ranch 45% of the water rights appurtenant to the two Austin ranches. I would suggest that the language of the contract be carried into the deed with the modification only to state the proportionate amount for each ranch as agreed upon.

On April 6, I transmitted to you a carbon copy of tentative opinion on title which I had written to Mr. Allen. I would appreciate your advice whether any progress is being made in clearing up the questions raised in that opinion.

Very truly yours,

H. VAN DAM

HVD-K



Idaho Secretary of State Viewing Business Entity

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AUSTIN BROTHERS ASSOCIATION

Type of Business: CORPORATION, GENERAL BUSINESS

Status: FORFEITED 30 Nov 1964

State of Origin: UTAH

Date of 15 Mar 1905

Origination/Authorization:

Registered Agent:

Organizational ID / Filing C186
Number:

Number of Authorized Stock
Shares:

Date of Last Annual Report:

Amendments:

Amendment filed 23 Feb 1905 OTHER - DA - MARK AUSTIN

Amendment filed 15 Mar 1905 CERTIFICATE OF AUTHORITY

Amendment filed 25 Oct 1913 STOCK CHANGE

Amendment filed 08 Oct 1917 STOCK CHANGE

Amendment filed 10 Dec 1917 STOCK CHANGE

Amendment filed 05 Sep 1933 OTHER - CHANGE DA TO FRED SMART, SODA
SPRINGS

Amendment filed 15 Sep 1937 OTHER - CHANGE DA TO H. C. AUSTIN, IDAHO FALLS

Amendment filed 25 Aug 1941 STOCK CHANGE

Amendment filed 25 Aug 1941 OTHER - EXTEND DURATION TO PERPETUAL

Amendment filed 12 Mar 1945 STOCK CHANGE

Amendment filed 12 Mar 1945 OTHER - AMEND ARTICLES VI & VIII

Amendment filed 12 Mar 1945 OTHER - CHANGE DA TO GEORGE CARSON,
BLACKFOOT

Amendment filed 30 Apr 1945 OTHER - ADD ARTICLE XIV

Amendment filed 30 Apr 1945 OTHER - AMEND ARTICLE VIII

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Comments, questions or suggestions can be emailed to: sosinfo@idsos.state.id.us