

Orr Affidavit

Exhibit 73

RECEIVED

OCT 19 2009

DEPARTMENT OF
WATER RESOURCES

Letter from B.E. Stoutemyer, District Counsel,
U.S. Reclamation Service, to
Commissioner, U. S. Bureau of Reclamation
(Sept. 5, 1939)

223-02
PALISADES DAM IN

SEP - 9 1939

Portland, Oregon, September 5, 1939

Post Office Building
Portland, Oregon, September 5, 1939

AIR MAIL

From: District Counsel

To: Commissioner

Subject: Request for renewal of existing American Falls storage
Dear Mr. leases. Minidoka Project, Idaho

1. Please find enclosed copy of letter just received from Mr. W. A. Heiss, president of the North Side Canal Company, concerning the proposed new lease contract for leasing surplus water in American Falls reservoir. Also enclosed is copy of my reply, together with copy of letter I am writing to Mr. Crandall today and copy of enclosure.

2. The enclosed form is not intended to be final but will be sufficient to feel out the situation and find out which companies are willing to bind themselves to make the necessary saving of winter water. We are going to have some trouble in getting the necessary contracts subscribed to for saving the water, but as the Chief Engineer reports that such saving of winter water is essential to the feasibility of the Grand Valley project I think that we have no alternative but to insist that such contracts must be executed before the new reservoir is constructed. Eighteen million dollars is a big investment for the government to make and surely it is reasonable that the parties who wish us to make that investment should do their part in saving the water which is essential to the feasibility of the project.

3. Another matter which I would like to have you consider in this connection is the question whether in drafting the new lease contract we should give the Burley District another chance to get back on the list of parties participating in the rental of water. My idea on this point is that, now, that we have won our lawsuit, it would be good policy for us to be somewhat magnanimous in giving the district another chance to secure the rental water if it so desires.

4. It is my idea concerning the new lease contract that we might make it for another 5 years, but it should not be longer than 5 years on account of the changing situation, particularly if the Grand Valley reservoir is constructed. I do not have in mind any radical changes in the proposed form of lease contract except the possible insertion of a provision that no part of the leased water shall be furnished to any company or district except those that have subscribed to the agreement to save the winter flow.

encls.

B.E. STOUTMYER

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File 223.02-Minidoka
cc - Denver
Comm.)
Burley) with enclosures
Ashton) by regular mail