

40

State of Idaho, in and for the County of Lincoln:

RECEIVED

JAN 31 1910

OFFICE OF STATE ENGINEER

S. C. Drost, et al.,

Plaintiffs,

vs.

Idaho Water Company, et al.,

Defendants.

Findings of Fact

and

Conclusions of Law.

That the Idaho Water Company, the Big Cottonwood Canal Company, the Big Wood River Reservoir & Canal Company, the Halley Water Company, the Idaho Electric Supply Company, the Idaho Consolidated Company, the Kilpatrick Brothers Company, the Little Wood River Company, Limited, the Little Wood River Swine Raising Company, the Canal & Reservoir Company, the Shoshone Light & Water Company, Utah & Idaho Improvement Company, are corporations, duly organized

by virtue of law, and as such are authorized to do business in the State of Idaho, and that the Village of Halley and the Village of ... are municipal corporations, organized and existing under the laws of Idaho.

The following named plaintiffs and defendants, plaintiffs in said action, respectively, are the owners of the ... the possession of the following described ...

See Page 8

✓ 37	Silk, Martin	120 inches.	✓	Aug. 15, 1886.	Big Wood River.
✓ 37	" "	40	"	✓ 727 Apr. 15, 1887.	" " "
✓ 37	Silva, A. I.	145	"	✓ 67 Apr. 1, 1884.	Little Wood River. (Also shares in Big Cottonwood Canal Co.)
✓ 37	Silva, Alice	320	"	✓ 207 May 31, 1903.	Upper Malad River.
✓ 37	Silva, Arthur D.	140	"	✓ 781 Apr. 30, 1891.	Big Wood River. <i>Trans. 100</i>
✓ 37	" " "	80	"	✓ 27 June 2, 1903.	" " "
✓ 37	Silva, Joe and Anthony	160	"	✓ 47 Apr. 1, 1884.	Little Wood River. <i>Trans. 100</i>
✓ 37	Do.	40	"	✓ 107 May 1, 1889.	" " "
	Do.				(Also shares in Big Cottonwood Canal Co.)
✓ 37	Silva, Manuel	155	"	✓ 27 May 31, 1884.	Big Wood River.
✓ 37	" "	135	"	✓ May 10, 1897.	" " "
✓ 37	Silva, Mary	225	"	✓ 436 June 1, 1887.	" " "
✓ 37	Simpson, W. D.	110	"	✓ June 22, 1884.	Little Wood River. (Also shares in Little Wood River Canal Co.)
✓ 37	Sims, William	160	"	✓ 72 May 1, 1884.	Big Wood River.
✓ 37	" "	65	"	✓ May 1, 1891.	" " "
✓ 37	Sing, Quong				(See Quong Sing.)
✓ 37	Skiles, J. W.	150	"	✓ June 15, 1888.	Monumental Creek.
✓ 37	Slater, Charlotte M.	80	"	✓ Apr. 3, 1882.	Big Wood River.
✓ 37	" " "	120	"	✓ Apr. 3, 1895.	" " "
✓ 37	Smidt, Christina	60	"	✓ Apr. 15, 1889.	Rock Creek.
✓ 37	" "	30	"	✓ June 1, 1886.	" "
✓ 37	" "	All of		✓ June 1, 1891.	Smidt Creek.
✓ 37	Smith, C. H.	140 inches.	✓	✓ June 1, 1891.	Three Mile Creek or Four Mile Creek.
✓ 37	Smith, Charles C.	25	"	✓ May 15, 1904.	Aubrey Creek.
✓ 37	" " "	35	"	✓ June 30, 1885.	Butte Creek.
✓ 37	" " "	35	"	✓ June 15, 1887.	" "
✓ 37	Smith, Henry E.	150	"	✓ June 3, 1897.	Butte Creek or Powers Creek. <i>Trans. 100</i>

TRANSFER NO.	NAME	AMOUNT C.F.S.	BALANCE C.F.S.	RIGHT NO.
	Joe & Anthony Silva	0.80 cfs		37-0614
1938 (point of diversion)	Elwood L. & Florence L. Shirk	0.80 cfs	-0-	37-0614
	Elwood, William et al.	0.80		37-0614

TRANSFER

Water Right No. A) 37-0613 & T. 1938
B) 37-0614 & T. 1938

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT

APPROVED

To Change the Point of Diversion and/or the Place of Use

Name of applicant William L. &/or Susan E. &/or Elwood L. &/or Florence L. Shirk Phone 934-4308
Post office address c/o William L. Shirk, Route #2, Gooding, Id 83330

A. DESCRIPTION OF RIGHT AS RECORDED

1. Right evidenced by:

- a. Decree to Joe & Anthony Silva (Name)
in case of S. C. Frost et al vs Alturas Water Co. et al
dated 12-13-1909 in Fourth District county of Lincoln
(Name of court)
b. License No. _____ issued by the Idaho Department of Water Resources
c. Claim No. _____ on file with the Idaho Department of Water Resources

2. If applicant is not the original holder of this right, explain how it was acquired and attach a copy of the deed or other evidence of ownership of the land to which the right is appurtenant _____
purchase

3. Source of water Little Wood R. tributary to Malad R.

4. Date of priority A) 4-1-1884 B) 5-1-1889

5. Water is used for the following purposes:
amount A) 3.20 cfs for irrigation purposes from Apr 1 to Oct 15
amount B) 0.80 cfs for " purposes from " to "
amount _____ for _____ purposes from _____ to _____
(month/day – both dates inclusive)

6. Total amount of water under right: a. B) 0.80
A) 3.20 cubic feet per second
&/or
b. _____ acre feet per annum

7. Location of original point of diversion is NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 28
Township 5S Range 16E, B.M., in Lincoln County
Additional points of diversion, if any SE $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 29 T. 5S R. 16E

8. Lands irrigated or place of use:

TWP.	RANGE	SEC.	NE $\frac{1}{4}$				NW $\frac{1}{4}$				SW $\frac{1}{4}$				SE $\frac{1}{4}$				TOTALS
			NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	
A) 5S	16E	29			40	40					30			40					150
		31															20	15	35
		32					33												33
	6S	16E	6	Lt 1 22		40													62
B) 5S	16E	29								30	10								40

Total number of acres to be irrigated 280 + 40 = 320

9. Describe any other water rights used for the same purposes as described above _____

B. DESCRIPTION OF PORTION OF RIGHT OWNED BY APPLICANT (If the entire right is owned by the applicant, omit part B).

1. Amount of water: a. _____ cubic feet per second
&/or
b. _____ acre feet per annum
2. Point of diversion _____ $\frac{1}{4}$ _____ $\frac{1}{4}$, Section _____ Township _____
Range _____, B.M., _____ County _____
Additional points _____

3. Place of use:

TWP.	RANGE	SEC.	NE $\frac{1}{4}$				NW $\frac{1}{4}$				SW $\frac{1}{4}$				SE $\frac{1}{4}$				TOTALS
			NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	

C. DESCRIPTION OF RIGHT OR PORTION THEREOF, AFTER THE REQUESTED CHANGE

1. Change in point of diversion
- a. Amount of water to be diverted B) 0.80
A) 3.20 c.f.s. &/or _____ acre feet
- b. Point(s) of diversion NW $\frac{1}{4}$ SW $\frac{1}{4}$, Section 28 Township 5S
Range 16E, B.M., Lincoln County
Additional points _____
- c. Description of diverting works Concrete check dam, headgate, ditch, pump in ditch
- d. Describe the reasons for applying for a change in the point(s) of diversion
Other P. D. will not be needed after this transfer is approved.

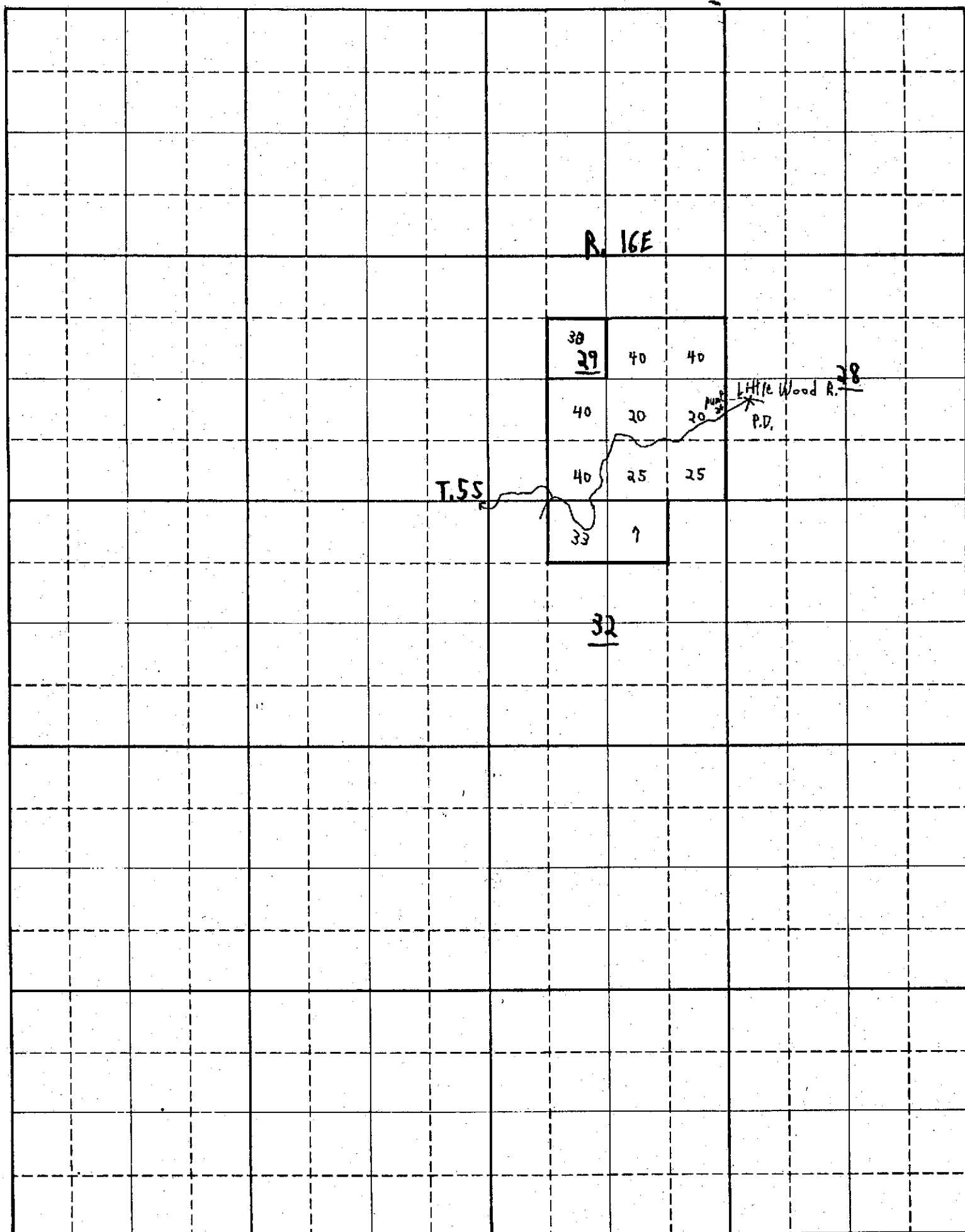
2. Change in place of use

- a. Describe the lands or place of use to which the right will be transferred:

TWP.	RANGE	SEC.	NE $\frac{1}{4}$				NW $\frac{1}{4}$				SW $\frac{1}{4}$				SE $\frac{1}{4}$				TOTALS
			NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	NE $\frac{1}{4}$	NW $\frac{1}{4}$	SW $\frac{1}{4}$	SE $\frac{1}{4}$	
A)	5S	16E	29		40	40					30			40	20	20	25	25	240
			32	7			33												40
B)	No Change																		

Total number of acres to be irrigated _____

3. Draw a map indicating the new point(s) of diversion and/or the new land to be irrigated. Show clearly the land involved by section, township and range number.



SCALE: 2 inches equal 1 mile. Draw plan in ink.

4. Remarks Water is being returned to the original ground. The new lands added under
T. 1938 couldn't be properly irrigated.

I hereby assert that no one will be injured by such change and the change does not constitute an enlargement in use of the original right. The information contained in this application is true to the best of my knowledge.

William J. Shook
(Signature of applicant)

Subscribed and sworn to before me this 10th day of February, 1981.

(Notary public)

My commission expires Life

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Transfer of Water Rights No. 37-0613/0614
and said application is hereby approved, subject to the following limitations and conditions:

A measuring device and lockable controlling works of a type acceptable
to the Department shall be permanently installed and maintained as part
of the diverting works.

Use of water under this right is subject to control by the watermaster of
State Water District # 37, Big Wood River.

Witness my hand this 16TH day of July, 19 81.

Norman C. Young
NORMAN C. YOUNG
Administrator, Resources Admin Div.

FOR DEPARTMENT USE ONLY

Received by [Signature] Date 2-10-1981

Protest filed by _____

Prelim. check by [Signature] Fee 50.⁰⁰ # 16811

Receipted by [Signature] Date 2/10/81

Copies of protest forwarded by _____

Published in Lincoln Co. Journal

Pub. dates 3/2 + 3/19/81

Hearing held by _____ Date _____

Watermaster recommendation requested on 3/2/81

Recommended for approval denial

rec'd. 3/6/81

by _____

Transfer No. 1938

Application No. A=37-0613
B=37-0614

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

APPLICATION FOR TRANSFER OF WATER RIGHT
To Change the Point of Diversion and/or the Place of Use

APPROVED

Name of applicant Elwood L. & Florence L. Shirk Phone 934-4308

Post office address Route #2, Gooding, Idaho

A. DESCRIPTION OF RIGHT AS RECORDED

1. Right evidenced by:

- a. Decree to Joe & Anthony Silva (Name)
in case of S. C. Frost et al., vs Alturas Water Co.
dated 13 Dec. 1909 in Fourth Judicial county of Lincoln (Name of court)
- b. License No. A: No: 37-0613 issued by the Idaho Department of Water Resources
B: No: 37-0614
- c. Claim No. on file with the Idaho Department of Water Resources

2. If applicant is not the original holder of this right, explain how it was acquired and attach a copy of the deed or other evidence of ownership of the land to which the right is appurtenant by right of purchase.

3. Source of water Little Wood River tributary to Big Wood River.

4. Date of priority A. #37-0613 = 4-1-1884 B. #37-0614 = 5-1-1889

5. Water is used for the following purposes:

amount A. 3.20cfs for irrigation purposes from April 1 to Oct. 15.
amount B. .80cfs for irrigation purposes from April 1 to Oct. 15.
amount for purposes from to
(month/day - both dates inclusive)

6. Total amount of water under right: a. 3.20 cubic feet per second
b. .80 ~~acres feet per year~~

7. Location of original point of diversion is NW 1/4 of SW 1/4 of Section 28
Township 5-S Range 16E, B.M., in Lincoln County
Additional points of diversion, if any None

8. Lands irrigated or place of use:

TWP.	RANGE	SEC.	NE 1/4				NW 1/4				SW 1/4				SE 1/4				TOTALS
			NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	NE 1/4	NW 1/4	SW 1/4	SE 1/4	
A.	5S	16E	29								40			40	40	40	40	40	240
	5S	16E	32				40												40
B.	5S	16E	29							40									40

Total number of acres to be irrigated 320

B. DESCRIPTION OF PORTION OF RIGHT FOR WHICH THE CHANGE IS REQUESTED (If the entire right is requested changed, omit part B)

1. Amount of water: a. _____ cubic feet per second
&/or
b. _____ acre feet per annum
2. Point of diversion _____ ¼ _____ ¼, Section _____ Township _____
Range _____, B.M., _____ County _____
Additional points _____

3. Place of use:

TWP.	RANGE	SEC.	NE¼				NW¼				SW¼				SE¼				TOTALS
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	

C. DESCRIPTION OF RIGHT OR PORTION THEREOF, AFTER THE REQUESTED CHANGE

1. Change in point of diversion A=3.20
B= .80
a. Amount of water to be diverted 4.00 c.f.s. &/or _____ acre feet
b. Point(s) of diversion SE ¼ SW ¼, Section 29 Township 5S
Range 16E, B.M., Lincoln County _____
Additional points NW¼ SW¼, Sec. 28, twp 5S, Rge 16E. B.M. Lincoln County.
- c. Description of diverting works Concrete check Dam, headgates, Cipolletti Weir.
- d. Describe the reasons for applying for a change in the point(s) of diversion To apply water
to land more beneficially.

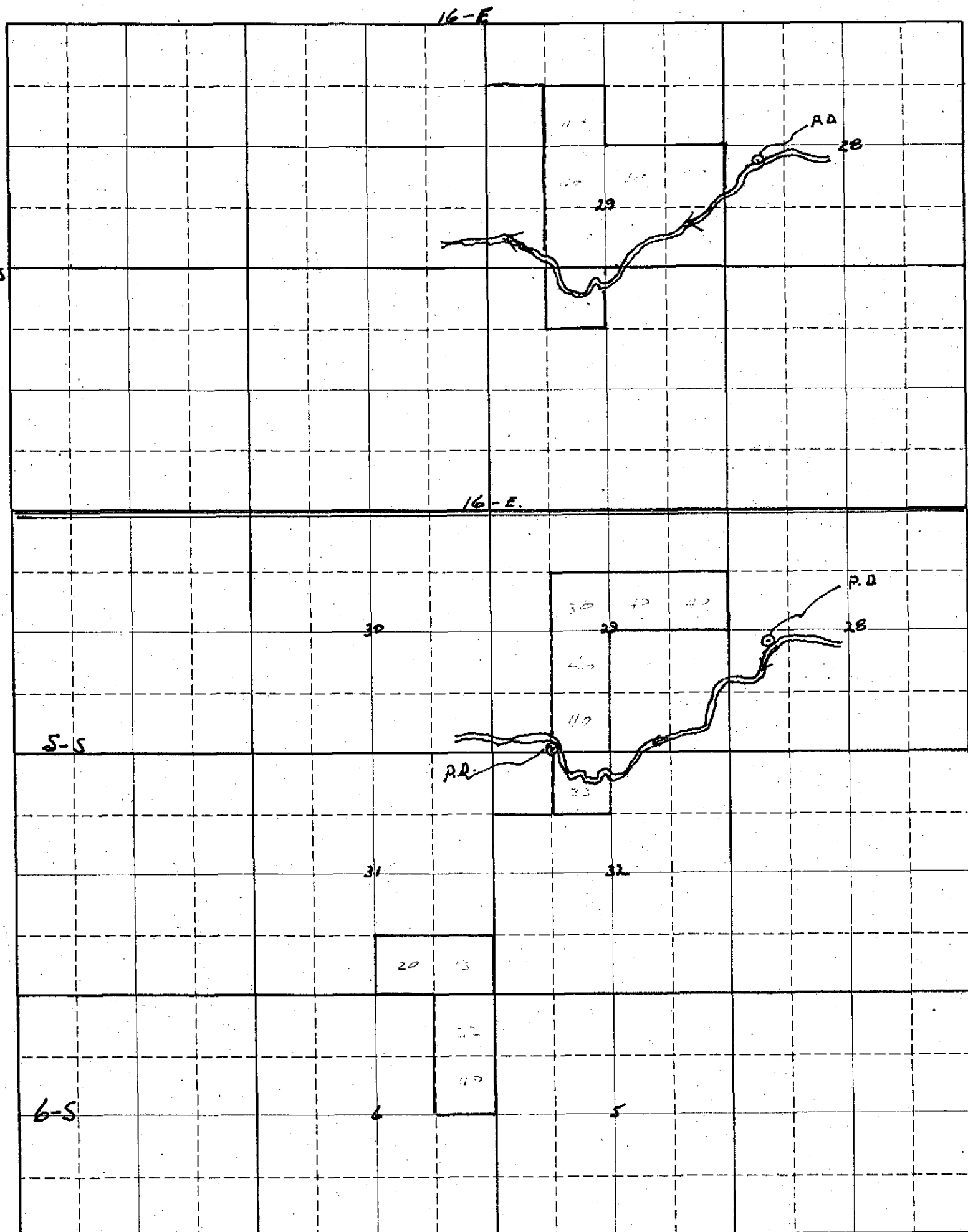
2. Change in place of use

- a. Describe the lands or place of use to which the right will be transferred:

TWP.	RANGE	SEC.	NE¼				NW¼				SW¼				SE¼				TOTALS
			NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	NE¼	NW¼	SW¼	SE¼	
5S	16E	29			40	40					30			40					150
5S	16E	32					33												33
5S	16E	31															20	15	35
6S	16E	6	22			40													62
5S	16E	29								30	10								40

Total number of acres to be irrigated 320

- b. Draw a map indicating the new point(s) of diversion and/or the new land to be irrigated. Show clearly the land involved by section, township and range number.



SCALE: 2 inches equal 1 mile. Draw plan in ink.

3. Remarks Priority No. 37-0613-A. decree 160 inches of water for 280 acres of land
.5714285 inches per acre.

Priority No. 37-0614-B decrees 40 inches of water to 40 acres = to 1 inch per acre.

I hereby assert that no one will be injured by such change and the change does not constitute an enlargement in use of the original right. The information contained in this application is true to the best of my knowledge.

Elwood L. Shick
Elwood L. Shick by Elwood L. Shick
(Signature of applicant)

Subscribed and sworn to before me this Fourth day of February, 19 76

[Signature]
(Notary public)

My commission expires 2-22-76

ACTION OF THE DIRECTOR, DEPARTMENT OF WATER RESOURCES

This is to certify that I have examined Application for Transfer of Water Rights No. 37-0613/37-0614,
and said application is hereby APPROVED.

Approval of said application is subject to the following limitations and conditions:

- 1) That the point of diversion in the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec. 29 be subject to a 3% conveyance loss
and the maximum rate of diversion not exceed 3.88 cfs from this point.
- 2) A measuring device of a type approved by the Director shall be permanently installed
and maintained at both points of diversion.

Witness my hand this 26 day of March, 19 76

[Signature]
R. KEITH HIGGINSON, Director

FOR DEPARTMENT USE ONLY

Received by Ah Date 2/9/76

Prelim. check by mb Fee 30.00

Receipted by Ah Date 2-9-76

Published in Lincoln City Journal

Pub. dates 2-12-76 & 2-19-76

Watermaster recommendation requested on 2/9/76

rec'd. 2/11/76

Protest filed by _____

Copies of protest forwarded by _____

Hearing held by _____ Date _____

Recommended for approval denial

by Michael L. Shick Det

AFFIDAVIT of PUBLICATION

RECEIVED

State of Idaho,
County of Lincoln

SS.

FEB 20 1976

Department of Water Resources
Southern District Office

Laray Trammel, being first duly sworn, deposes and says that he is the printer (publisher) of the Lincoln County Journal, a newspaper published every week in Shoshone, Lincoln County, State of Idaho; that said newspaper has been continuously and uninterruptedly published for a period of seventy-eight consecutive weeks prior to the first publication of the annexed notice, and is a newspaper qualified to publish legal notices as provided by act of the 1919 session of the legislature of the State of Idaho, known as House Bill 145; that the annexed advertisement was published once

each week for 2 consecutive issues in said newspaper proper and not in a supplement; that the date of the first publication

of said advertisement was on the 12 day of February

19 76, and the date of the last publication was on the 19

day of February, 19 76.

Laray A Trammel

Subscribed and sworn to before me this 19

day of February, 19 76.

(SEAL)

Mary Ann Hagen
NOTARY PUBLIC

LINCOLN COUNTY JOURNAL

Shoshone, Idaho

COST OF PUBLICATION

Number of Lines in Notice		
Number of Insertions		
Lines tabular at	315c	
<u>56</u> Lines straight at	21c	<u>11.76</u>
<u>56</u> Subsequent lines at	15c	<u>8.40</u>
TOTAL COST		<u>20.16</u>

COPY OF NOTICE

(Paste Here)

Water Permit

TITLE OF NOTICE

No A 37-0613

PLAINTIFF ATTORNEY

B 37-0614

Shirk

DEFENDANT

NOTICE OF PROPOSED CHANGE OF WATER RIGHT

NO. A. 37-0613
B. 37-0614

Notice is hereby given that Elwood L. & Florence L. Shirk of Gooding, Idaho has applied to the Department of Water Resources for a change of Place of Use & Point of Diversion of the waters of Little Wood River. The right sought to be changed is evidenced by S.C. Frost VS: Alturas Water Co. and is recorder as follows: Amount: A. No. 37-0613 3.20 cfs Priority: 4-1-1884 B. No. 37-0614 .80 cfs 5-1-1889 Point of Diversion: NW $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 28, Twp. 5S., Rge. 16 E.B.M. Lincoln County. Place of use: The water under decreed right 37-0613 E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$, Sec. 29, NE $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 32, and under decreed right No. 37-0614 SE $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 29, all in Twp. 5S. Rge. 16E. B.M. Lincoln, County.

TO BE CHANGED AS FOLLOWS

Amount: A. No. 37-0613 3.20 cfs
B. No. 37-0614 .80 cfs

Point of Diversion: SE $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 29, Twp. 5S, Rge. 16E. B.M. and NW $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 28, Twp. 5S., Rge. 16 E. B.M. all Lincoln County. The water will be used for Irrigation of under decreed right 37-0613, S $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, Sec. 29, NE $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 32, S $\frac{1}{2}$ SE $\frac{1}{4}$, Sec. 31, All Twp. 5S, Rge. 16 E.B.M. and E $\frac{1}{2}$ NE $\frac{1}{4}$, Sec. 6, Twp. 6S. Rge. 16E. B.M. Under decreed right 37-0614, SE $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 29, Twp. 5S., Rge. 16E. B.M.

Any protest against approval of the above proposed change of water right must be filed with the Idaho Dept. of Water Resources, 1041 Blue Lakes Blvd., No., Twin Falls, Idaho 83301, on or before March 1, 1976.

/s/ R. Keith Higginson
Director

Pub: 2-12, 19



State of Idaho

DEPARTMENT OF WATER RESOURCES

STATE OFFICE, 450 W. State Street, Boise, Idaho

JOHN V. EVANS

Governor

A. KENNETH DUNN

Director

Mailing address:

Statehouse

Boise, Idaho 83720

(208) 334-4440

July 17, 1981

William L. & Susan &
Elwood L. & Florence Shirk
Rt. 2
Gooding, ID 83330

Dear Sirs,

RE: Transfer of Water Right No.'s 37-0613/0614

Enclosed is a copy of your approved Application for Transfer of the above referenced water rights (Transfer No. 2567). Be sure to note the conditions of approval as listed on the fourth page.

Sincerely,

JIM JOHNSON

Acting Supervisor, Water Allocation Section

Enclosure

NOTICE OF PROPOSED CHANGE OF WATER RIGHT

No. A. 37-0613
B. 37-0614

Notice is hereby given that Elwood L. & Florence L. Shirk of Gooding, Idaho has applied to the Department of Water Resources for a change of Place of Use & Point of Diversion of the waters of Little Wood River.

The right sought to be changed is evidenced by S.C. Frost VS: Alturas Water Co. and is recorder as follows:

Amount: A. No. 37-0613 3.20 cfs Priority: 4-1-1884
B. No. 37-0614 .80 cfs 5-1-1889

Point of Diversion: NW $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 28, Twp. 5S., Rge. 16 E. B.M. Lincoln County.

Place of use:

The water under decreed right 37-0613 E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$, Sec. 29, NE $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 32, and under decreed right No. 37-0614 SE $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 29, all in Twp. 5S. Rge. 16E. B.M. Lincoln, County.

TO BE CHANGED AS FOLLOWS

Amount: A No. 37-0613 3.20 cfs
B.No. 37-0614 .80 cfs

Point of Diversion: SE $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 29, Twp. 5S. Rge. 16E. B.M. and NW $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 28, Twp. 5S., Rge. 16 E. B.M. all Lincoln County.

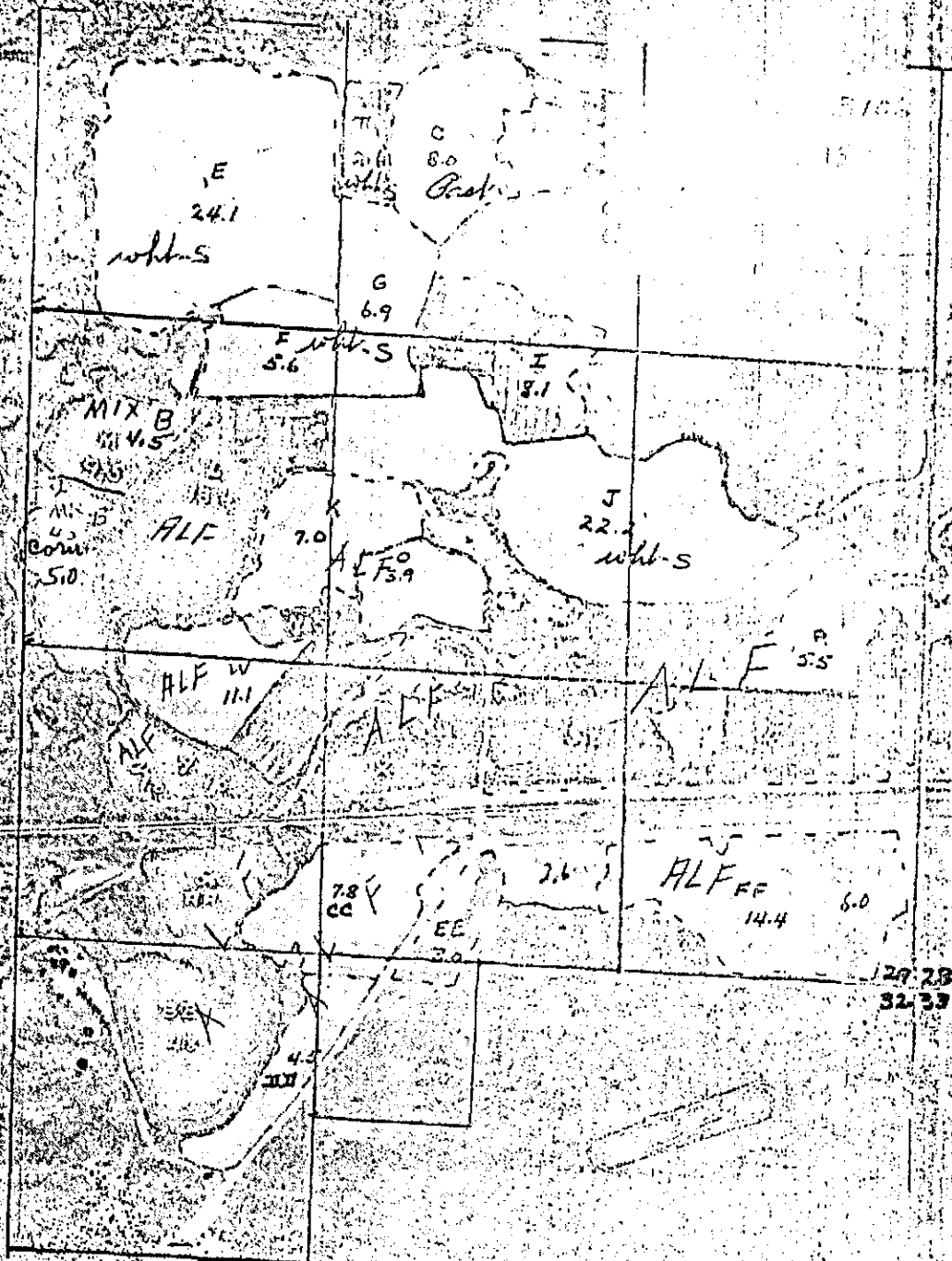
The water will be used for Irrigation of under decreed right 37-0613, S $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, Sec. 29, NE $\frac{1}{4}$ NW $\frac{1}{4}$, Sec. 32, S $\frac{1}{2}$ SE $\frac{1}{4}$, Sec. 31, All Twp. 5S., Rge. 16 E.B.M. and E $\frac{1}{2}$ NE $\frac{1}{4}$, Sec. 6, Twp. 6S. Rge. 16E. B.M. Under decreed right 37-0614, SE $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, Sec. 29, Twp. 5S., Rge. 16E. B.M.

Any protest against approval of the above proposed change of water right must be filed with the Idaho Dept. of Water Resources, 1041, Blue Lakes Blvd. No. Twin Falls, Idaho 83301, on or before March 1, 1976

R. Keith Higginson
Director

Published in the Lincoln County Journal on Feb. 12 and Feb. 19.

RECEIVED



NOT TO SCALE

36.1
16



March 30, 1976

Re: Transfer No. 1938 (37-0613/37-0614)

Elwood L. & Florence L. Shirk
Route # 2
Gooding, Idaho 83330

Dear Mr. & Mrs. Shirk:

Enclosed herewith is a copy of your approved Application for Transfer of Water Right No. 37-0613/37-0614. We direct your attention to the conditions of approval as listed on the fourth page.

Be sure to note that a special condition requiring you to install and maintain a measuring device at both points of diversion has been placed upon this transfer. Enclosed is a letter describing different types of measuring devices accepted by the Department.

Sincerely,

BOBBY D. FLEENOR
Chief, Water Rights

BDF:DR
Enc: Copy of transfer
Information letter

RECEIVED

APPLICATION FOR TRANSFER OF WATER RIGHT

FEB 11 1976

NO. A-37-0613
B-37-0614

Department of Water Resources
Southern District Office

RECOMMENDATION OF WATERMASTER

I, Bettie Lou Newby, watermaster of Little Wood River,
of Water District No. 37M, County of Lincoln, State of Idaho,
whose address is Box N Shoshone, Idaho 83352
have read the attached copy of the application for transfer of water right for _____
Elwood L. & Florence L. Shirk, and to the best of my knowledge believe the
(name)
application to be true.

A. I hereby endorse the above numbered Application for Transfer and recommend
that the Director of the Department of Water Resources approve the transfer subject to
the following conditions: That when the 4.00 cfs of water is transferred
from the original point of diversion that Mr. Shirk stand a
3% loss for the transportation of said water.

OR

B. I do not endorse approval of the above numbered Application for Transfer as re-
quested for the following reasons: _____

Dated at Shoshone, Idaho, this 10th day of February 19 76.

Bettie Lou Newby
(signature) Watermaster

February 9, 1976

Lincoln County Journal
P.O. Box 704
Shoshone, Idaho
83352

Gentlemen:

Enclosed you will find a legal notice which we wish to have published once a week for two consecutive weekly issues of your newspaper. We have inserted the publication dates allowing ample time for you to submit us a galley proof for review before publication.

After sending us a galley proof, proceed with the publication on the dates we have inserted, assuming the notice is correct. If we have any corrections, we will notify you before the first publication. If you cannot publish the notice on the proposed dates, please contact us immediately.

In order to receive payment, an affidavit of publication must be submitted to the Department along with the publication bill.

Sincerely,

Michael L. Steele
Southern Regional Supervisor

ms

Bill submitted: _____

Possession of the property so being sold shall be given to purchaser not later than the 1 day of April

1971, and henceforth during the life of this contract purchaser agrees to maintain and care for said property and all improvements thereon or to be placed thereon in a good and husband-like manner, so that no waste shall be committed thereon, and no unlawful use made of any part thereof; and he agrees to maintain all buildings and other improvements in as good order and repair as the same now are, reasonable wear and use excepted, and to keep said property free and clear of all liens and encumbrances. Vendor may re-enter at reasonable times for the purpose of making necessary inspections or repairs.

Should purchaser fail or neglect to make timely payment of assessments, any taxes, insurance or other lawful charges against said property, vendor may pay the same, and such sums with interest thereon at the rate of seven per cent per annum shall become a part of and be secured by this contract, and such advancements and interest thereon will be due and payable on the first principal payment date thereafter.

Purchaser expressly agrees that he has personally carefully inspected said property and the whole thereof as to amount of land in cultivation, prevalence of rocks, noxious weeds and other objectionable features, and is exercising his own judgment as to the condition and value of the property he is purchasing, and has not been influenced by any representation by or for vendor other than those contained in this contract.

Any notice to be given to either party in connection herewith must be given in writing, which may be delivered by some third party or sent by certified mail directed to the above address, or such other addresses as may later be furnished in writing.

The provisions hereof shall be binding upon and inure to the benefit of the heirs, personal representatives and assigns of the contracting parties.

Vendor's waiver of any breach or delay on the part of purchaser shall not be a waiver of any subsequent or other breach or delay.

If suit be instituted for the collection of any part of said purchase price or the enforcement of any right hereunder, the successful party shall recover in addition to other relief, such sum as the court shall adjudge reasonable as an attorneys fee.

It is expressly understood and agreed that time is of the essence of this contract and should purchaser fail, neglect or refuse to comply with any of the covenants herein contained all his right, title and interest in and to said property and any and all improvements and additions placed thereon by purchaser shall, at the option of the vendor, be subject to termination and cancellation. Before purchaser's interest may be terminated or cancelled vendor shall give purchaser written notice specifying the particulars in which purchaser is in default, and in the event purchaser complies with all the then-due terms and conditions of this contract within thirty days of said notice, then such notice shall become ineffective, but if purchaser fails to comply with the then-due terms of this contract as required by said notice within such thirty-day period, then this contract will be subject to final and complete termination and cancellation by vendor. In the event of such termination or cancellation of this contract all payments theretofore made by purchaser hereunder, together with all improvements placed upon said property by him, shall be considered as rental for said property during purchaser's occupation and use thereof and as liquidated damages, and immediately upon such termination or cancellation all purchaser's title and interest in or to said property and improvements, and the whole thereof, either in law or in equity, shall completely terminate and be cancelled, and vendor shall be entitled to and shall have immediate and absolute possession, control and ownership of said property, together with any and all improvements placed thereon by purchaser. Advice of cancellation may be given in the same manner as written notices.

IN WITNESS WHEREOF the parties have hereunto set their hands as of the day and year first above written.

Elwood L. Shirk
Florence L. Shirk
Purchaser

Elton Ealingor
Enid N. Ealingor
Vendor

STATE OF IDAHO } ss.
COUNTY OF GOODING }

On this 31 day of March, 1971, before the undersigned a notary public in and for said county, personally appeared Elton Ealingor and Enid N. Ealingor, H & W known to me to be the persons whose names are subscribed to the foregoing contract and acknowledged to me that they executed the same.

In witness whereof I have hereunto set my hand and affixed my seal the day and year in this certificate first above written.

(SEAL)

James W. DePass
Notary Public residing at Gooding, Idaho

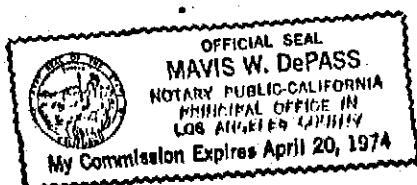
STATE OF CALIFORNIA } ss.
COUNTY OF Los Angeles }

On this 10th day of MARCH, 1971, before the undersigned a notary public in and for said county, personally appeared Elwood L. Shirk and Florence L. Shirk, H & W known to me to be the persons whose names are subscribed to the foregoing contract and acknowledged to me that they executed the same.

In witness whereof I have hereunto set my hand and affixed my seal the day and year in this certificate first above written.

(SEAL)

James W. DePass
Notary Public residing at Gooding, Idaho



CONTRACT OF SALE

This contract made and entered into this 25th day of February, 1971 by and between L. Elton Eslinger and Enid M. Eslinger, husband and wife, Gooding, Idaho, vendors and Elwood L. Shirk and Florence L. Shirk, husband and wife, Lancaster, California, purchasers.

In consideration of the sum of \$106,000.00 vendors sell and purchasers buy the following described real property situate in the County of Lincoln, State of Idaho, to wit:

Township 5 South, Range 16 East of the Boise Meridian
Section 29: S $\frac{1}{4}$ of the NE $\frac{1}{4}$, SE $\frac{1}{4}$ of the NW $\frac{1}{4}$,
E $\frac{1}{4}$ of the SW $\frac{1}{4}$, SE $\frac{1}{4}$

Section 32: NE $\frac{1}{4}$ of the NW $\frac{1}{4}$

Excepting therefrom the following described tracts:

a. Right of way of Idaho Irrigation Company for ditch, dam and borrow pits, as shown by deed recorded in Book 7 Deeds at Page 406, records of Lincoln County, Idaho.

b. Tract of land conveyed to the Board of Trustees of School District No. 2 of Lincoln County, as set forth in Deed recorded February 9, 1918, in Book 30 Deeds Page 157, records of Lincoln County, Idaho.

c. Tract in SW $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 29, together with roadway as set forth in Deed to Shoshone Highway District recorded June 23, 1919 in Book 29 Deeds Page 494, records of Lincoln County, Idaho.

d. Tract conveyed to Shoshone Highway District as set forth in deed recorded June 23, 1919 in Book 29 Deeds Page 494, records of Lincoln County, Idaho, with right of reversion to the grantors.

e. Exception as set forth in deed from Idaho Irrigation Company, Limited, a corporation to Big Wood Canal Company, a corporation recorded June 30, 1924 in Book 33 Deeds Page 358, records of Lincoln County, Idaho.

f. Tract in NW corner of NE $\frac{1}{4}$ NW $\frac{1}{4}$ Sec. 32 Twp. 5 S. R. 16 E.B.M. as set forth in deed recorded June 1, 1951 in Book 43 Deeds Page 232, records of Lincoln County, Idaho

IN THE COUNTY OF LINCOLN, STATE OF IDAHO

Together with all appurtenances including but not limited to water rights.

RECORDING REQUESTED BY

WHEN RECORDED MAIL TO

Name
Street
Address
City &
State

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

POWER OF ATTORNEY

GENERAL

Know All Men by These Presents: That I, Florence L. Shirk

the undersigned (jointly and severally, if more than one) hereby make, constitute and appoint Elwood L. Shirk

my true and lawful Attorney for me and in my name, place and stead and for my use and benefit:

(a) To ask, demand, sue for, recover, collect and receive each and every sum of money, debt, account, legacy, bequest, interest, dividend, annuity and demand (which now is or hereafter shall become due, owing or payable) belonging to or claimed by me, and to use and take any lawful means for the recovery thereof by legal process or otherwise, and to execute and deliver a satisfaction or release therefor, together with the right and power to compromise or compound any claim or demand;

(b) To exercise any or all of the following powers as to real property, any interest therein and/or any building thereon: To contract for, purchase, receive and take possession thereof and of evidence of title thereto; to lease the same for any term or purpose, including leases for business, residence, and oil and/or mineral development; to sell, exchange, grant or convey the same with or without warranty; and to mortgage, transfer in trust, or otherwise encumber or hypothecate the same to secure payment of a negotiable or non-negotiable note or performance of any obligation or agreement;

(c) To exercise any or all of the following powers as to all kinds of personal property and goods, wares and merchandise, choses in action and other property in possession or in action: To contract for, buy, sell, exchange, transfer and in any legal manner deal in and with the same; and to mortgage, transfer in trust, or otherwise encumber or hypothecate the same to secure payment of a negotiable or non-negotiable note or performance of any obligation or agreement;

(d) To borrow money and to execute and deliver negotiable or non-negotiable notes therefor with or without security; and to loan money and receive negotiable or non-negotiable notes therefor with such security as he shall deem proper;

(e) To create, amend, supplement and terminate any trust and to instruct and advise the trustee of any trust wherein I am or may be trustor or beneficiary; to represent and vote stock, exercise stock rights, accept and deal with any dividend, distribution or bonus, join in any corporate financing, reorganization, merger, liquidation, consolidation or other action and the extension, compromise, conversion, adjustment, enforcement or foreclosure, singly or in conjunction with others of any corporate stock, bond, note, debenture or other security; to compound, compromise, adjust, settle and satisfy any obligation, secured or unsecured, owing by or to me and to give or accept any property and/or money whether or not equal to or less in value than the amount owing in payment, settlement or satisfaction thereof;

(f) To transact business of any kind or class and as my act and deed to sign, execute, acknowledge and deliver any deed, lease, assignment of lease, covenant, indenture, indemnity, agreement, mortgage, deed of trust, assignment of mortgage or of the beneficial interest under deed of trust, extension or renewal of any obligation, subordination or waiver of priority, hypothecation, bottomry, charter-party, bill of lading, bill of sale, bill, bond, note, whether negotiable or non-negotiable, receipt, evidence of debt, full or partial release or satisfaction of mortgage, judgment and other debt, request for partial or full reconveyance of deed of trust and such other instruments in writing of any kind or class as may be necessary or proper in the premises.

Giving and Granting unto my said Attorney full power and authority to do and perform all and every act and thing whatsoever requisite, necessary or appropriate to be done in and about the premises as fully to all intents and purposes as I might or could do if personally present, hereby ratifying all that my said Attorney shall lawfully do or cause to be done by virtue of these presents. The powers and authority hereby conferred upon my said Attorney shall be applicable to all real and personal property or interests therein now owned or hereafter acquired by me and wherever situate.

My said Attorney is empowered hereby to determine in his sole discretion the time when, purpose for and manner in which any power herein conferred upon him shall be exercised, and the conditions, provisions and covenants of any instrument or document which may be executed by him pursuant hereto; and in the acquisition or disposition of real or personal property, my said Attorney shall have exclusive power to fix the terms thereof for cash, credit and/or property, and if on credit with or without security.

The undersigned, if a married woman, hereby further authorizes and empowers my said Attorney, as my duly authorized agent, to join in my behalf, in the execution of any instrument by which any community real property or any interest therein, now owned or hereafter acquired by my spouse and myself, or either of us, is sold, leased, encumbered, or conveyed.

When the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

WITNESS my hand this 6th day of Feb., 1976

Florence L. Shirk

State of California,

County of Los Angeles

} ss.

On Feb. 6, 1976

before me, the undersigned, a Notary Public in and for said

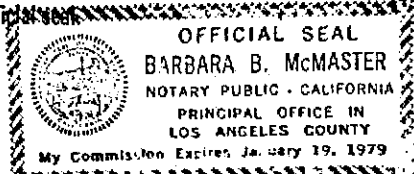
State, personally appeared Florence L. Shirk

known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same.

Witness my hand and official seal

(Seal)

Notary Public in and for said State.



CONSENT TO TRANSFER

The undersigned, I. Elton Eslinger and Enid N. Eslinger entered into a contract of sale on the 25th day of February, 1971 wherein and whereby certain lands situate in Section 29 and Section 32, Township 5 South, Range 16 E.B.M. were sold to Elwood L. Shirk and Florence L. Shirk and which said contract of sale is held in escrow by the First Security Bank of Idaho N.A., Gooding Branch, Gooding, Idaho.

Appurtenant to said described real property are certain water rights including a water right for 160 inches of Big Wood River with a priority date of April 1, 1884.

The undersigned do hereby consent and agree that 55 inches of the said water right may be transferred to Lot 1 and the SE $\frac{1}{4}$ NE $\frac{1}{4}$, Section 6, Township 6 South, Range 16 E.B.M.; SE $\frac{1}{4}$ SE $\frac{1}{4}$, Section 31, Township 5 South, Range 16 E.B.M. and E $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$, Section 31, Township 5 South, Range 16 E.B.M.

A specific condition of this consent, however, is that should the said Elwood L. Shirk and Florence L. Shirk, their successors and assigns, default in any of the terms and conditions of the said contract dated February 25, 1971 then, and in that event, the said Elwood L. Shirk and Florence L. Shirk and their successors and assigns shall cause the said water rights to be transferred back to the lands to which they were originally appurtenant.

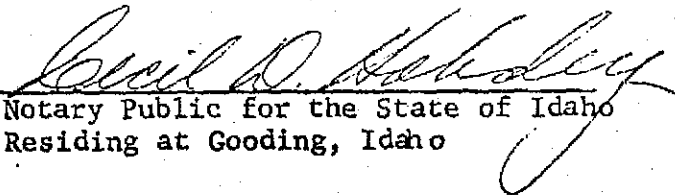
DATED this 9th day of February, 1976.

I. Elton Eslinger
Enid N. Eslinger

STATE OF IDAHO,)
County of Gooding) SS.

On this 9th day of February, 1976, before me, the undersigned, notary public in and for said State, personally appeared IRBELTON ESLINGER and ENID N. ESLINGER, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.


Notary Public for the State of Idaho
Residing at Gooding, Idaho

State of Idaho, in and for the County of Lincoln;

RECEIVED

JAN 31 1910

OFFICE OF STATE ENGINEER

Plaintiffs,

vs.

Defendants.

Findings of Fact

and

Conclusions of Law

Idaho Water Company, the Big Cottonwood Canal Company, the Big Wood River Reservoir & Canal Company, the Halley Water Company, the Idaho Electric Supply Company, the Idaho Concrete and Pipe Company, the Kilpatrick Brothers Company, the Little Wood River Company, Limited, the Little Wood River Swine Raising Company, the Little Wood River Canal & Reservoir Company, the Shoshone Light & Water Company, the Utah & Idaho Improvement Company, are corporations, duly organized

by virtue of law, and as such are authorized to do business in the State of Idaho, and that the Village of Halley and the Village of ... are municipal corporations, organized and existing under the laws of Idaho.

The following named plaintiffs and defendants, plaintiffs in said action, respectively, are the owners of the following described

See Page 2

and NE 1/4 of NE 1/4 of Sec. 15, T. 5 S., R. 15 E., containing 160 acres. Also, SW 1/4 of SE 1/4 and S 1/2 of SW 1/4 of Sec. 11, and SE 1/4 of SE 1/4 of Sec. 10, T. 5 S., R. 15 E., containing 160 acres.

Scharff, William D. and Adolph Heckerd (Same as Heckerd, Adolph, and William D. Scharff.)
 Sharp, James SE 1/4 of SE 1/4 of Sec. 14, N 1/2 of NE 1/4 of NE 1/4 of Sec. 23, T. 1 N., R. 18 E., containing 60 acres.

Shipp, Elizabeth NE 1/4 of NE 1/4 of Sec. 22, W 1/2 of NW 1/4 and SE 1/4 of NW 1/4 of Sec. 23, T. 1 N., R. 16 E.

Shipp, Joseph H. W 1/2 of NE 1/4 and N 1/2 of SE 1/4 of Sec. 22, T. 1 N., R. 18 E.

Shoshone, Village of Lands situated in NW 1/4 of Sec. 2, T. 6 S., R. 17 E.

Silk, Martin S 1/2 of SE 1/4 and NE 1/4 of SE 1/4 of Sec. 29, and NE 1/4 of NE 1/4 of Sec. 32, T. 5 S., R. 15 E., containing 160 acres.

Silva, A. I. S 1/2 of SE 1/4 of Sec. 33, T. 5 S., R. 15 E., NE 1/4 of Sec. 4, T. 6 S., R. 15 E., S 1/2 of NW 1/4, S 1/2 of NE 1/4 and Lot 1, of Sec. 3, T. 6 S., R. 15 E., containing 440 acres.

Silva, Alice E 1/2 of SW 1/4 and SE 1/4 of Sec. 31, W 1/2 of SW 1/4 of Sec. 32, T. 1 S., R. 15 E., containing 320 acres.

Silva, Arthur D. NE 1/4 of Sec. 17, T. 5 S., R. 17 E., containing 160 acres. Also, W 1/2 of NW 1/4 of Sec. 16, T. 5 S., R. 17 E., containing 80 acres.

Silva, Joe and Anthony SE 1/4 of SW 1/4, and S 1/2 of SE 1/4 of Sec. 29, and NE 1/4 of NW 1/4 of Sec. 32, T. 5 S., R.

16 E. Also, N 1/2 of SE 1/4, and NE 1/4 of SW 1/4 of Sec. 29, T. 5 S., R. 16 E., containing 280 acres. Also, SE 1/4 of NW 1/4 of Sec. 29, T. 5 S., R. 16 E., containing 40 acres.

Silva, Manuel

Lots 1 and 2, NE 1/4 of NW 1/4, and NW 1/4 of NE 1/4 of Sec. 7, T. 5 S., R. 16 E., containing 156 acres. Also, E 1/2 of SW 1/4 and Lots 6 and 7, of Sec. 6, T. 5 S., R. 16 E., containing 155.35 acres.

Silva, Mary

SE 1/4 of NE 1/4, and N 1/2 of NE 1/4 of Sec. 27, and SW 1/4 of SE 1/4 of Sec. 22, T. 1 N., R. 18 E., containing 160 acres.

Simpson, W. D.

NE 1/4 of Sec. 10, T. 2 S., R. 21 E.

Sims, William

S 1/2 of NW 1/4, NW 1/4 of NW 1/4, and S 1/2 of NE 1/4 of Sec. 15, and SW 1/4 of NW 1/4 of Sec. 14, T. 5 S., R. 16 E., containing 240 acres.

Sing, Quong

(Same as Quong Sing.)

Skiles, J. W.

W 1/2 of NW 1/4 and W 1/2 of SW 1/4 of Sec. 15, T. 2 S., R. 12 E.

Slater, Charlotte M.

N 1/2 of SE 1/4 of Sec. 22, T. 5 S., R. 14 E. Also, NW 1/4 of SE 1/4 and N 1/2 of SW 1/4 of Sec. 23, T. 5 S., R. 14 E., containing 120 acres.

Smith, Christina

E 1/2 of NE 1/4, and N 1/2 of SE 1/4 of Sec. 26, T. 1 N., R. 17 E., containing 160 acres. Also, SW 1/4 of SE 1/4 of Sec. 26, T. 1 N., R. 17 E. 160 acres of unsurveyed land.

Smith, C. H.

Smith, Charles C.

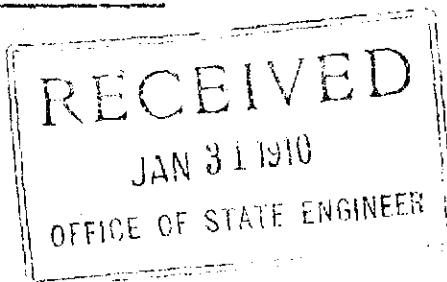
S 1/2 of NE 1/4, NE 1/4 of SE 1/4, and SE 1/4 of NW 1/4 of Sec. 24, T. 1 S., R. 19 E., containing 160 acres.

Smith, Henry E.

SE 1/4 of NW 1/4, NE 1/4 of SW 1/4, and Lots 2

Shipp, Joseph H.	200 inches.	June 3, 1887.	Big Wood River.
Shoshone, Village of	60 "	Nov. 28, 1882.	Little Wood River.
Silk, Martin	120 "	Aug. 15, 1886.	Big Wood River.
" "	40 "	Apr. 15, 1887.	" " "
Silva, A. I.	145 "	Apr. 1, 1884.	Little Wood River. (Also shares in Big Cottonwood Canal Co.)
Silva, Alice	320 "	May 31, 1903.	Upper Malad River.
Silva, Arthur D.	140 "	Apr. 30, 1887.	Big Wood River.
" " "	80 "	June 2, 1903.	" " "
Silva, Joe and Anthony	160 "	Apr. 1, 1884.	Little Wood River.
Do.	40 "	May 1, 1889.	" " "
Do.	"		Also shares in Big Cottonwood Canal Co.
Silva, Manuel	155 "	May 31, 1884.	Big Wood River.
" "	135 "	May 10, 1897.	" " "
Silva, Mary	225 "	June 1, 1887.	" " "
Simpson, W. D.	110 "	June 22, 1884.	Little Wood River. (Also shares in Little Wood River Canal Co.)
Sims, William	160 "	May 1, 1884.	Big Wood River.
" "	65 "	May 1, 1891.	" " "
Sing, Quong			(See Quong Sing.)
Skiles, J. W.	150 "	June 15, 1888.	Monumental Creek.
Slater, Charlotte M.	80 "	Apr. 3, 1882.	Big Wood River.
" " "	120 "	Apr. 3, 1895.	" " "
Snidt, Christina	60 "	Apr. 15, 1889.	Rock Creek.
" "	30 "	June 1, 1886.	" "
" "	All of	May 31, 1886.	Snidt Creek.
Smith, C. H.	140 inches.	June 1, 1891.	Three Mile Creek or Four Mile Creek.
Smith, Charles C.	25 "	May 15, 1904.	Aubrey Creek.
" " "	35 "	June 30, 1885.	Butte Creek.
" " "	35 "	June 15, 1887.	" "

In the District Court of the Fourth Judicial District
of the
State of Idaho, in and for the County of Lincoln.



S. C. Frost, et al.,

Plaintiffs,

vs.

DECREE.

Alturas Water Company, et al.,

Defendants.

This cause coming on to be heard this 6th day of October,
1909, upon the Report of F. J. Cowen, Referee heretofore appointed for
the purpose of taking the testimony and making recommendations as to Find-
ings of Fact, Conclusions of Law and Decree, to be entered herein, and the
said F. J. Cowen having filed his Report of the testimony taken, and his
recommendations as to Findings of Fact, Conclusions of Law, which have
heretofore been adopted, and the respective plaintiffs and defendants and
cross-complainants appearing herein by their respective counsel, and the
court being fully informed and advised in the premises, and having ordered
that judgment be entered in accordance with the Report and recommenda-
tions of the said Referee, Wherefore, by reason of the law and the Report
and Findings of Fact and Conclusions of Law aforesaid,

It is Ordered, Adjudged and Decreed, that the several parties, plain-
tiffs and defendants herein named, do have judgment respectively for a

✓ 37	Silk, Martin	120 inches.	Aug. 15, 1886.	Big Wood River.
✓ 37	" "	40 "	Apr. 15, 1887.	" " "
✓ 37	Silva, A. I.	145 "	Apr. 1, 1884.	Little Wood River. (Also shares in Big Cottonwood Canal Co.)
✓ 37	Silva, Alice	320 "	May 31, 1903.	Upper Malad River.
✓ 37	Silva, Arthur D.	140 "	Apr. 30, 1891.	Big Wood River.
✓ 37	" " "	80 "	June 2, 1903.	" " "
✓ 37	Silva, Joe and Anthony	160 "	Apr. 1, 1884.	Little Wood River.
✓ 37	Do.	40 "	May 1, 1889.	" " "
	Do.			(Also shares in Big Cottonwood Canal Co.)
✓ 37	Silva, Manuel	155 "	May 31, 1884.	Big Wood River.
✓ 37	" "	135 "	May 10, 1897.	" " "
✓ 37	Silva, Mary	225 "	June 1, 1887.	" " "
✓ 37	Simpson, W. D.	110 "	June 22, 1884.	Little Wood River. (Also shares in Little Wood River Canal Co.)
✓ 37	Sims, William	160 "	May 1, 1884.	Big Wood River.
✓ 37	" "	65 "	May 1, 1891.	" " "
✓ 37	Sing, Quong			(See Quong Sing.)
✓ 37	Skiles, J. W.	150 "	June 15, 1888.	Monumental Creek.
✓ 37	Slater, Charlotte M.	80 "	Apr. 3, 1882.	Big Wood River.
✓ 37	" " "	120 "	Apr. 3, 1895.	" " "
✓ 37	Supervised by Brown v. S. Beardon Smidt, Christina	60 "	Apr. 15, 1889.	Rock Creek.
✓ 37	" "	30 "	June 1, 1886.	" "
✓ 37	" "	All of	June 1, 1891.	Smidt Creek.
✓ 37	Smith, C. H.	140 inches.	June 1, 1891.	Three Mile Creek or Four Mile Creek.
✓ 37	Smith, Charles C.	25 "	May 15, 1904.	Aubrey Creek.
✓ 37	" " "	35 "	June 30, 1885.	Butte Creek.
✓ 37	" " "	35 "	June 15, 1887.	" "
✓ 37	Smith, Henry E.	150 "	June 3, 1897.	Butte Creek or Powers Creek.