

November 13, 1956

Mr. Beauprie Nowers  
Beaver, Utah

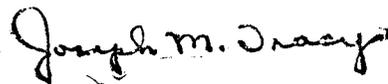
Dear Sir:

RE: BEAVER RIVER DISTRIBUTION

Referring to your conversation with Mr. Monson as of November 9, 1956, in which you ask whether or not you could replace the headgate that was washed out in 1952, at the head of your property on Lower South Creek, this is to advise that you have a right to replace and rebuild your headgate in the original location as set up in the decree. You will not have lost your water right by five years' non-use for the reason that, according to your statements, the headgate washed out in 1952 and the water has been used by yourself and by others having rights to the same headgate.

If these facts are as stated, you may proceed to restore said gate.

Very truly yours,



Joseph M. Tracy  
STATE ENGINEER

LCM/ab/eca

April 27, 1956.

COPY OF DATA SHEET

BEAVER RIVER SYSTEM

St. Engineer

<u>Account No.</u>	<u>Name</u>	<u>Decree No.</u>	<u>Priority</u>	<u>S.F.S.</u>
57	Wm Huntington	39 a	1870	.17
		39 b	1890	.09

The above data is the basis of the yearly assessment for this account and may be found in the Beaver River Decree -- Page No. 20, paragraph 39, Patterson Ditch Ass'n, a Mutual Association.

The Beaver Decree lists William Huntington as the owner of 12.50 acres of ground with the use of water as listed above.

April 24, 1956.

Mr. Keith Rollins  
Milford, Utah.

Dear Sir:

RE: BEAVER RIVER DISTRIBUTION

Answering your letter of April 19, 1956, this is to advise you that the main canal and perhaps certain laterals may be the property of the Irrigation Company. The law provides and may require measuring devices at the head of any canal and that the State Engineer may order such devices to be installed, however, it is not the prerogative of the State Engineer or his Commissioner to divide the water from the canal into the various laterals.

It is the prerogative of the Irrigation Company to divide the water along the main canal into the head of each lateral. The cleaning and repairing of the laterals appears to be the prerogative of those using the laterals unless otherwise set up in the articles of Corporation or by laws of the parent company.

I hope the above answers your questions.

Very truly yours,

*Joseph M. Tracy*  
Joseph M. Tracy *By LCM*  
STATE ENGINEER

LCM/ab



HOME OFFICE BUILDING

# American Surety Company

OF NEW YORK  
(A STOCK COMPANY)  
ORGANIZED 1884

## OFFICIAL BOND—UTAH

Know all Men by these Presents, That we CLOYCE IELAND STRONG of BEAVER, Utah, as principal, and the AMERICAN SURETY COMPANY OF NEW YORK, a corporation of the State of New York, duly authorized to do a surety business in the State of Utah, as surety, are held and firmly bound unto STATE ENGINEER in the penal sum of TWO THOUSAND AND NO/100- - - - (\$2,000.00) Dollars, lawful money of the United States, for the use of whomsoever it may concern for which sum well and truly to be paid, the said principal hereby binds himself, his heirs, executors, administrators and assigns, and the said surety binds itself, and successors, jointly and severally, firmly by these presents.

IN WITNESS WHEREOF, the said principal hereunto sets his hand and the said surety has caused these presents to be signed this 2 day of March 19 56

THE CONDITION OF THIS OBLIGATION IS SUCH, that Whereas, the above bounden principal has been duly appointed to the office of Water Commissioner in and for Beaver River Distribution System beginning March 1, 1956 and ending March 1, 1957

NOW, THEREFORE, if the said Cloyce Leland Strong shall well, truly and faithfully perform all official duties now required of him by law and also such additional duties as may be imposed on him by any law of the State, subsequently enacted, and if he shall account for and pay over and deliver to the person or officer entitled to receive the same, all moneys or other property that may come into his hands as such Water Commissioner, then this obligation to be null and void and of no effect; otherwise to be and remain in full force and virtue.

Witness [Signature] x Cloyce L Strong

AMERICAN SURETY COMPANY OF NEW YORK

By W D Habish  
W. D. Habish Resident Vice-President.

Attest: Mary I DeLuca  
Mary I. DeLuca, Resident Assistant Secretary.

Premium \$ 2.00 per annum.

### STATUTORY AFFIDAVIT FOR CORPORATE SURETY—UTAH

STATE OF UTAH }  
County of Salt Lake } ss.:

Personally appeared before me, a Notary Public in and for the Salt Lake County, State of Utah, W. D. Habish, who being first duly sworn on oath deposes and says that he is Resident Vice-President of the AMERICAN SURETY COMPANY OF NEW YORK, a corporation organized under the laws of the State of New York, and that he is duly authorized to execute and deliver the foregoing obligation; that the said AMERICAN SURETY COMPANY OF NEW YORK is authorized to execute the same and has complied with all the laws of the State of Utah in reference to becoming sole surety upon bonds, undertakings and obligations. Affiant further says that W. D. HABISH, whose address is Salt Lake City, Utah, has been appointed as Attorney upon whom process for the State of Utah may be served according to law.

Subscribed and sworn to before me this 2 day of February 1956

W D Habish  
E. Curran Notary Public.

My commission expires.

4-30-56  
Form 34 S 250 11 51

NOTARY PUBLIC:  
E. N. CALLISTER  
ATTORNEY GENERAL

Robert Porter Sent Apr. 23, 1956

# OFFICIAL BOND

**American Surety Company**  
OF NEW YORK

**Walker Bank Building**  
**Salt Lake City, Utah**



COMPANY'S HOME OFFICE  
BUILDING

**Fidelity and Surety Bonds**  
**Burglary Insurance**  
**Check Forgery and Alteration**  
**Insurance**  
**Casualty Insurance**



**Oath of Office**

I do solemnly swear that I will support, obey and defend the constitution of the United States and the constitution of this State; and that I will discharge the duties of my office with fidelity.

Subscribed and sworn to at  
*Benjamin* Utah, this  
day of *Jan* 19*17*

My commission expires.

*Jan 15, 1917*

*Chas J. Henry*  
*[Signature]*  
Notary Public.

December 26, 1955

Mr. Ben Murphy  
3517 Georgia Street  
San Diego, California

Dear Mr. Murphy:

RE: BEAVER RIVER DIST. SYSTEM  
(Account No. 77)

In cooperation with the Attorney General of Utah, all delinquent water rights within the Beaver River Distribution System have recently been reviewed and one particular right, (Decree No. 7; Priority 1890; c.f.s. of water: .49) listed as owned by Mr. George Meyer of Beaver City, Utah has been determined by my Water Commissioner as actually being owned by you.

This water right has been in a delinquent status for several years and the amount due to this office totals \$13.17 as of this date.

If the information furnished to me is correct, will you please remit this \$13.17 delinquent water assessment and the records of this office will be changed accordingly.

Very truly yours,

Joseph H. Tracy  
STATE ENGINEER

JH/nb

Enc: Delinquent Water Notice

cc: Mr. Walter Mackorell, Commissioner  
Beaver River Distribution System  
Beaver, Utah

October 11, 1955

Mr. Walter Mackerell, Commissioner  
Beaver River Distribution System  
Beaver City, Utah

Dear Mr. Mackerell:

RE: BEAVER RIVER SYSTEM

Thank you for forwarding the delinquent assessment pertaining to the Samuel O. White, Estate, for which I have given proper credit.

In reviewing the information submitted by Mr. Burton White relative to the disposition of this estate, there is one water right which was not accounted for, namely - the 40 acres of ground with 1.12 cfs of water, priority 1903, as noted within paragraph 600 of the Beaver Decree, (pages 28 & 29).

Will you endeavor to obtain the name and address of the owner of this particular land and forward such information to me as soon as possible. Also, will you forward the mailing addresses of the new owners as submitted by Mr. Burton White; i. e. Mr. George C. Harlock, Mr. Edwin Pace, Mr. Walter K. Kerisick, Mr. Burton M. White, Mr. Neil K. Boyter and Mr. Mert Woolsey. I will then set up the official transfer of the water rights of the Samuel O. White, Estate, within this office.

In regard to the court action for collection of delinquent assessments, you are advised that quite a few of the owners have submitted payment covering their water rights as of this date.

Very truly yours,

Joseph M. Tracy  
STATE ENGINEER

JA/ab

May 12, 1955

Mr. Roy Yardley  
Beaver, Utah

Dear Sir:

RE: BEAVER RIVER DISTRIBUTION SYSTEM  
(ACCOUNT NO. 145-C)

Upon basis of information received from Mrs. Dave F. Atkin, Greenville, Utah, to the effect that you have purchased certain land and decreed water right No. 53, Priority 1870, CFS .18 from her - I am attaching a "corrected" 1955 Assessment Notice in the amount of \$67.88, which is an increase of \$1.75 over that which I forwarded to you under cover of my letter dated April 1, 1955.

Very truly yours,

Joseph M. Tracy  
STATE ENGINEER

FR/nb

Enc: 1955 Assessment Notice

May 13, 1955

Mrs. Dave F. Atkin  
Greenville, Utah

Dear Mrs. Atkin:

RE: BEAVER RIVER DIST. SYSTEM  
(ACCOUNT NO. 5)

I have re-calculated your 1955 Assessment (based upon decreed water rights of 83a, Priority 1870, CFS .07 and 83b, Priority 1890, CFS .07) which is enclosed in the amount of \$1.02.

Very truly yours,

Joseph M. Tracy  
STATE ENGINEER

FR/nb

Enc: Assessment Notice  
(1955)

cc  
file

April 29, 1955

Mrs. Dave F. Atkin  
Greenville, Utah

Dear Mrs. Atkin:

RE: BEAVER RIVER DISTRIBUTION SYSTEM  
(Transfer of Land & Water Rights)

Your listed water rights pertaining to the Beaver River System Assessment are Decree No. 53, Priority 1870, cfs. 18; Decree 83A, Priority 1870, cfs .07, and Decree 83B, Priority 1890, cfs .07.

Will you please advise me what portions of these listed water rights were sold to Mr. Roy Yardley and what portion remains in your name.

Upon receipt of this information I will forward to you and Mr. Yardley corrected 1955 Assessments.

Very truly yours,

Joseph M. Tracy  
STATE ENGINEER

FR/nb

cc: Mr. Roy Yardley  
Beaver City, Utah

Mr. Walter Mackerell, Commissioner  
Beaver River Distribution System  
Beaver City, Utah

**"VERBAL REQUEST OF ERNEST O. JOSEPH THAT WATER RIGHTS OF JOHN T. JOSEPH (deceased), FOR ASSIGNMENT PURPOSES, BE TRANSFERRED ON THE BASIS OF PERCENTAGE OF 67.5 ACRES OF GROUND, AS SHOWN BELOW."**

<u>JOHN T. JOSEPH</u>	<u>PARCELS</u>	<u>EXPIRATION DATE</u>	<u>1954 ASSIGNMENTS</u>
67.5 Acres of Ground	30 A	1870	1.23
	30 B	1890	.96
	32 A	1870	.05
	32 B	1890	.04
TOTAL ( @ 16.61 )			<u>2.28</u>

As of February 16, 1955,  
the above rights are  
transferred to:

<u>ARNOLD L. JOSEPH</u>	<u>PARCELS</u>	<u>EXPIRATION DATE</u>	<u>1954 ASSIGNMENTS</u>
62.5 Acres of Ground	30 A	1870	.60
	30 B	1890	.47
	32 A	1870	.02
	32 B	1890	.02
TOTAL ( @ 6.07 )			<u>1.11</u>

<u>ERNEST O. JOSEPH</u>	<u>PARCELS</u>	<u>EXPIRATION DATE</u>	<u>1954 ASSIGNMENTS</u>
15 Acres of Ground	30 A	1870	.63
	30 B	1890	.49
	32 A	1870	.03
	32 B	1890	.02
TOTAL ( @ 6.34 )			<u>1.17</u>