Cheyenne, Wyo., March 1916

M. D. Carpenter
To The Plains Hotel, Dr.

To
Hotel Bill $5.60

Receipt
Plains Hotel
3-26-16
<table>
<thead>
<tr>
<th>Date</th>
<th>Activity Description</th>
<th>Service</th>
<th>Expense</th>
</tr>
</thead>
<tbody>
<tr>
<td>2nd</td>
<td>Board Meeting Greesly</td>
<td>10.00</td>
<td></td>
</tr>
<tr>
<td>3-</td>
<td>½ day Denver- in re McIlwese lien</td>
<td>10.00</td>
<td>5.00</td>
</tr>
<tr>
<td></td>
<td>x3x- ½ Ex.same ($3.90 RR., meals and phones 60¢)</td>
<td></td>
<td>1.75</td>
</tr>
<tr>
<td>5-</td>
<td>Denver--Interviews with Jackson and efforts for interview with McIlwese in re lien suit</td>
<td>10.00</td>
<td>3.55</td>
</tr>
<tr>
<td></td>
<td>Ex. RR $2.90, lunch &amp;c 65¢</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6-</td>
<td>Ft. Collins-- Getting docket dist. court- lien and other cases continued</td>
<td>10.00</td>
<td>2.35</td>
</tr>
<tr>
<td></td>
<td>Ex. RR $1.35, lunch (2) 90¢</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>County Clerk--certified copies deeds for filling U. S. L. O.</td>
<td>2.35</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Telegram in re Wyo-Colo from U. S. Sup. Ct. -- to Sen. Thomas in re the same</td>
<td>20.00</td>
<td>35</td>
</tr>
<tr>
<td></td>
<td>Consultation with Clyde C. Nasion, Gov. Carter, Atty. Genl. Speaker of House, Sen. West and others in re Wyoming v. Colo.</td>
<td></td>
<td>75</td>
</tr>
<tr>
<td></td>
<td>Ex. RR $2.90, Hotel $1.00, meals $3.40</td>
<td>6.30</td>
<td></td>
</tr>
<tr>
<td>7&amp;8-</td>
<td>Telegram from Washington in re same matter</td>
<td>2.71</td>
<td></td>
</tr>
<tr>
<td>9-</td>
<td>Greesley--Rt. of way detalle matters in re mountain ditches</td>
<td>10.00</td>
<td></td>
</tr>
<tr>
<td>13-</td>
<td>Greesley- Board meeting</td>
<td>10.00</td>
<td></td>
</tr>
<tr>
<td>13  &amp; 14</td>
<td>Denver with Greesley-Poudre Board meetings with Land Board, Governor &amp;c in re Wyo-Colo, McGrew &amp;c, legislation &amp;c</td>
<td>20.00</td>
<td></td>
</tr>
<tr>
<td>37-38</td>
<td>Greesley-Denver, in re details of evidence, state-engineer filings &amp;c in re Cache la Poudre adj. for hearing to be held before Fred Farrar, referes, also preparing supplemental statement of claim</td>
<td>20.00</td>
<td></td>
</tr>
<tr>
<td>39-</td>
<td>Ex. (Samg) RR $2.90, meals 60¢</td>
<td>3.50</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Certificates, Sec. of State</td>
<td>3.80</td>
<td></td>
</tr>
<tr>
<td>30-</td>
<td>Greesley--same--</td>
<td>10.00</td>
<td></td>
</tr>
<tr>
<td>31---</td>
<td>Denver--Testimony before Fred Farrar in re adj. Dist #3</td>
<td>10.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Ex. self and witnesses(4 in part) RR $2.15, lunch (4) $3.40, dinner (4) $1.50</td>
<td>6.05</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Entra copies State Eng. filings, chk to Com. Copy Co</td>
<td>3.35</td>
<td></td>
</tr>
</tbody>
</table>

---

County Clerk  Alexander Drum & Co. certified & approved.

Blow up and send Polk in re.

Original No. 4, L.D.

145.00 $53.70

3.00

28.70

Total: $53.70
**Miscellaneous Services and Expense for district during Jan and Feb. 1916.**

<table>
<thead>
<tr>
<th>Date</th>
<th>Services Description</th>
<th>Expense</th>
<th>Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jan. 14</td>
<td>Interview with Wyatt in re Poudre Valley foreclosure</td>
<td>$2.50</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Dictation letter, deed &amp;c in re Boswell ranch and other correspondence</td>
<td>$5.00</td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>Full day attending board meeting and work following</td>
<td>$10.00</td>
<td></td>
</tr>
<tr>
<td>Feb. 1</td>
<td>&quot;</td>
<td>$10.00</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>&quot;</td>
<td>$10.00</td>
<td></td>
</tr>
<tr>
<td>26</td>
<td>Denver, Interview with Waterman, McLlwes et al in re liens—Ex. RR, $8.90, meals 80¢, carfare 10¢</td>
<td>$3.80</td>
<td></td>
</tr>
<tr>
<td>March 7</td>
<td>Ft. Collins—District Court resisting setting of lien cases for trial—Ex. RR, $1.35, meals 85¢</td>
<td>$2.20</td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>Dictation in re Boswell title and other miscellaneous correspondence</td>
<td></td>
<td>$10.00</td>
</tr>
</tbody>
</table>

**Totals**

<table>
<thead>
<tr>
<th>Total Expense</th>
<th>Total Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>$6.00</td>
<td>$60.00</td>
</tr>
</tbody>
</table>
The Greeley-Poudre Irrigation District

To: Delph E. Carpenter

(Itemize specifically giving nature of each item.)

STATE OF COLORADO

County of Weld ss. Delph E. Carpenter, being first duly sworn, doth depose and say: That the above account is true and just; that the services, supplies, expenditures or charges therein specified have been actually rendered, furnished, expended or made to or for THE GREELEY-POUDRE IRRIGATION DISTRICT, and that the same, or any part thereof, have not been paid except as therein stated.

(Signature)

(Official Seal)

Subscribed and sworn to before me this ______ day of ___________ 191

(Official Designation)

(Claimant sign on line indicated. This voucher must be sworn to before the secretary of the district or any notary public, judge, clerk or deputy clerk of a court of record, county clerk or deputy, or a justice of the peace, in his county.)
To Services and Expense

WYOMING vs. COLORADO.

1/12 --- Denver, on abstract of testimony
RR. $2.90, carfare 10¢,
lunch 40¢-------------------$3.40
One day----------------------$10.00

13---- " lunch 45¢ (See hotel bill
at Metropole at close of Feb
for hotel charges from here on).45
One day---------------------- 10.00

18 ---- " RR. $1.80, carfare 10¢-1.70
One day half day
5.00

20---- " RR.$2.90, carfare 20¢, meals,50¢
50¢--------------------- 3.60
One day---------------------- 10.00

22 --- " "
10.00

28- " RR/ $2.90, lunch 40¢, carfare
10¢; phones 10¢----------------- 3.50
One day---------------------- 10.00

2/ 4---- " RR. $2.90, meals 80¢, carfare
10¢--------------------- 3.80

5 " meals, 75¢, carfare and phones
20¢------------------------ 95
One day---------------------- 10.00

8 ---- " RR.$2.90, lunch 35¢, carfare 10¢-3.35
One day---------------------- 10.00

9 ---- " lunch 45¢, carfare 10¢ ---- .55
One day---------------------- 10.00

16---- " RR. $2.90, meals 60¢, carfare
20¢------------------------ 3.85
One day---------------------- 10.00

17---- " Lunch 50¢, carfare 20¢
70
One day---------------------- 10.00

22---- " meals $1.15, RR. $2.90, carfare 10¢-4.25
One day---------------------- 10.00

24 -- " RR. $2.90, lunch 30¢, carfare
10¢--------------------- 3.30
One day---------------------- 10.00

25 --- " Lunch 40¢ b-----------------.40
One day---------------------- 10.00

29--- " RR.$2.90, meals 60¢
3.50
One day---------------------- 10.00

Metropole Hotel Totals $37.22

67.73

$150.00
The Greeley-Poudre Irrigation District

To Delph E. Carpenter Dr.

(Itemize specifically giving nature of each item.)

STATE OF COLORADO

County of Weld ss.

Delph E. Carpenter, being first duly sworn, doth depose and say: That the above account is true and just; that the services, supplies, expenditures or charges therein specified have been actually rendered, furnished, expended or made to or for THE GREELEY-POUDRE IRRIGATION DISTRICT, and that the same, or any part thereof, have not been paid except as therein stated.

(Signature)

(Official Seal)

Subscribed and sworn to before me this day of 191

(Official Designation)

(Claimant sign on line indicated. This voucher must be sworn to before the secretary of the district or any notary public, judge, clerk or deputy clerk of a court of record, county clerk or deputy, or a justice of the peace, in his county.)
The Hotel Metropole
EMINENTLY FIREPROOF

Denver, Colo. 1916

Mr. Carpenter

To The New Hotel Metropole Company Dr.

<table>
<thead>
<tr>
<th>Room</th>
<th>1/12 to 1/13</th>
<th>100</th>
<th>1/18 to 1/20</th>
<th>200</th>
<th>300</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1/1</td>
<td>1.2</td>
<td>1/12 to 1/13</td>
<td>1.0</td>
<td>1.0</td>
</tr>
<tr>
<td></td>
<td>1/14 to 1/15</td>
<td>1.0</td>
<td>1/16 to 1/17</td>
<td>2.0</td>
<td>4.00</td>
</tr>
<tr>
<td></td>
<td>1/18 to 1/19</td>
<td>1.0</td>
<td>1/20 to 1/21</td>
<td>1.0</td>
<td>2.00</td>
</tr>
</tbody>
</table>

Restaurant

<table>
<thead>
<tr>
<th>1/1 to 1/2</th>
<th>1/3</th>
<th>1/4</th>
<th>1/5</th>
<th>1/6</th>
<th>1/7</th>
<th>1/8</th>
<th>1/9</th>
<th>1/10</th>
<th>1/11</th>
<th>1/12</th>
<th>1/13</th>
<th>1/14</th>
<th>1/15</th>
<th>1/16</th>
<th>1/17</th>
<th>1/18</th>
<th>1/19</th>
<th>1/20</th>
<th>1/21</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/24</td>
<td>1/25</td>
<td>1/26</td>
<td>1/27</td>
<td>1/28</td>
<td>1/29</td>
<td>1/30</td>
<td>1/31</td>
<td>1/32</td>
<td>1/33</td>
<td>1/34</td>
<td>1/35</td>
<td>1/36</td>
<td>1/37</td>
<td>1/38</td>
<td>1/39</td>
<td>1/40</td>
<td>1/41</td>
<td>1/42</td>
<td>1/43</td>
</tr>
</tbody>
</table>

Miscellaneous

<table>
<thead>
<tr>
<th>Telephone</th>
<th>15.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Laundry</td>
<td>35.75</td>
</tr>
</tbody>
</table>

Bill Rendered

Received Payment for
THE NEW HOTEL METROPOLE CO.

Monthly Room Accounts Payable Strictly in Advance
All Other Accounts on Monday of Each Week
<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Expense</th>
<th>Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>April 1</td>
<td>Board meeting with R. E. Moan at Greeley</td>
<td>$10.00</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Conference at McIlwee's Office Denver with Greeley Commercial Club committee &amp; Representatives of U. P. Ry, Sugar Co. &amp;c in re refinancing district</td>
<td>10.00</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Meeting Greeley Poudre Board and work on misc. matters at district office in ev</td>
<td>10.00</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>One day on data for statement of financial condition of district</td>
<td>10.00</td>
<td></td>
</tr>
<tr>
<td>20 &amp; 25</td>
<td>Same—Ft. Collins &amp; Greeley (2 da)</td>
<td>20.00</td>
<td></td>
</tr>
<tr>
<td>27</td>
<td>Same (at Greeley) &amp; Ft. Collins</td>
<td>1.85</td>
<td></td>
</tr>
<tr>
<td>May 4</td>
<td>Board meeting (½ day)</td>
<td>1.75</td>
<td>10.00</td>
</tr>
<tr>
<td>9</td>
<td>Setting cases district court (½ day)</td>
<td>5.00</td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>One day at Ft. Collins consultation with Wheeler, Forest Service and further work details financial statement</td>
<td>10.00</td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>One half day at Denver, with Pres. Agan and Eng. Worthington and looking up records in State Engineer &amp; United States Land Office</td>
<td>5.00</td>
<td></td>
</tr>
<tr>
<td>½ Ex—(RR $2.90 meals 60¢)</td>
<td>1.75</td>
<td>.51</td>
<td></td>
</tr>
<tr>
<td>Telegram to Capt. Wanzer, Omaha</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Totals</td>
<td>$11.01</td>
<td>$95.00</td>
<td></td>
</tr>
</tbody>
</table>
The Greeley-Poudre Irrigation District

To

(Itemize specifically giving nature of each item.)

Voucher No.

Aug 28

1916

45-

680

57 80

STATE OF COLORADO

County of

first duly sworn, doth deposes and say: That the above account is true and just; that the services, supplies, expenditures or charges therein specified have been actually rendered, furnished, expended or made to or for THE GREELEY-POUDRE IRRIGATION DISTRICT, and that the same, or any part thereof, have not been paid except as therein stated.

(Signature)

(Official Seal)

Subscribed and sworn to before me this 191 day of

(Official Designation)

(Claimant sign on line indicated. This voucher must be sworn to before the secretary of the district or any notary public, judge, clerk or deputy clerk of a court of record, county clerk or deputy, or a justice of the peace, in his county.)
# The Greeley-Poudre Irrigation District

To Dr.

(Itemize specifically giving nature of each item.)

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>June 8</td>
<td>Expense (12 R.R.A. daily time)</td>
<td>1 45</td>
</tr>
<tr>
<td></td>
<td>(12 R.R.A. daily time)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>230 timeake</td>
<td>2.10</td>
</tr>
<tr>
<td></td>
<td>One Day in Court + miscellaneous service</td>
<td></td>
</tr>
<tr>
<td>June 29</td>
<td>Ex Meeting Capt. Wagner et al. All 2 40' lunch 35%</td>
<td>3 25</td>
</tr>
<tr>
<td></td>
<td></td>
<td>6 85</td>
</tr>
</tbody>
</table>

---

STATE OF COLORADO  

County of  

first duly sworn, doth depose and say: That the above account is true and just; that the services, supplies, expenditures or charges therein specified have been actually rendered, furnished, expended or made to or for THE GREELEY-POUDRE IRRIGATION DISTRICT, and that the same, or any part thereof, have not been paid except as therein stated.

(Signature)  

(Official Seal)  

Subscribed and sworn to before me this day of 191  

(Official Designation)  

(Claimant sign on line indicated. This voucher must be sworn to before the secretary of the district or any notary public, judge, clerk or deputy clerk of a court of record, county clerk or deputy, or a justice of the peace, in his county.)

The Greeley-Poudre Irrigation District

to

Delph K. Carpenter, Esq.

------------

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Expense Serv.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aug. 29</td>
<td>Interview with J. M. B. Petrik in AN at Greeley in re Poudre Valley Res. Co &amp;c and with G. J. Bader of Indiana Harbo, Ind, member of committee for bondholders of district, at Denver during all of afternoon and evening</td>
<td>10.00</td>
</tr>
<tr>
<td></td>
<td>Expense--RR $2.30, lunch 40¢, dinner 80¢, carfare 25¢ and hotel $1.00</td>
<td>5.35</td>
</tr>
<tr>
<td>30</td>
<td>Interview with Bader and Mitchell of bondholders committee at Denver National Bank all of morning</td>
<td>5.00</td>
</tr>
<tr>
<td>31</td>
<td>Evening with Board at Greeley</td>
<td>5.00</td>
</tr>
<tr>
<td>Sept 1</td>
<td>Half day arranging with Division Eng. Cogs well and State Engineers office for running water from Lowdy Res. and rating weir below same</td>
<td>5.00</td>
</tr>
<tr>
<td>5</td>
<td>District Court at Ft. Collins resisting setting of Mcllwie lien case for trial</td>
<td>10.00</td>
</tr>
<tr>
<td></td>
<td>Expense--RR $1.35, lunch 50¢</td>
<td>1.85</td>
</tr>
<tr>
<td>21</td>
<td>Interview with Arthur F. Davis, Director of Reclamation Service in re government aid for construction of District</td>
<td>5.00</td>
</tr>
<tr>
<td>Oct 12</td>
<td>Arranging and preparing statements &amp;c for right of way maps for Bellairs ditch</td>
<td>10.00</td>
</tr>
<tr>
<td>16</td>
<td>At Ft. Collins checking title and getting certified copies of deeds for Bellairs ditch and res.</td>
<td>10.00</td>
</tr>
<tr>
<td></td>
<td>Expenses--RR $1.35, lunch 50¢, certified copies of deeds $1.65</td>
<td>3.50</td>
</tr>
<tr>
<td></td>
<td>Forward</td>
<td>10.70</td>
</tr>
<tr>
<td></td>
<td></td>
<td>60.00</td>
</tr>
</tbody>
</table>
Carpenter--state ent of Dec. 30-1916 Cont.

<table>
<thead>
<tr>
<th>Date</th>
<th>Expense</th>
<th>Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Oct. 23</td>
<td>10.70</td>
<td>60.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Forward</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pd. Commercial copying 60 for copies Bellairs filings</td>
<td>.70</td>
</tr>
<tr>
<td>Looking up law and drawing relinquishment of old filings for Bellairs Res. conditioned on acceptance of new map</td>
<td>5.00</td>
</tr>
<tr>
<td>Nov. 6</td>
<td></td>
</tr>
<tr>
<td>Board meetings of district and P.V. res</td>
<td>10.00</td>
</tr>
<tr>
<td>11</td>
<td>Conferences with U. S. Senators Thomas and Shafroth and Land Office and Forest Service officials at Denver</td>
</tr>
<tr>
<td>23</td>
<td>All day conference with Osborne Mitchell of Washington, Penn. in re preventing distribution to owners of district bonds in committees hands in Chicago</td>
</tr>
<tr>
<td>Expense</td>
<td>3.30</td>
</tr>
<tr>
<td>RR $2.90, lunch 40¢</td>
<td></td>
</tr>
<tr>
<td>24</td>
<td>Board meeting at Greeley all day</td>
</tr>
<tr>
<td>25</td>
<td>Conference at Denver with Stahl in re buildings site at tunnel and rights of way district works, also arranging data on same for use in Washington</td>
</tr>
<tr>
<td>Expense</td>
<td>4.15</td>
</tr>
<tr>
<td>RR $2.90, lunch 50¢ and dinner 75¢</td>
<td></td>
</tr>
<tr>
<td>26</td>
<td>Conference all morning with C.D. Todd attorney for P.V. bondholders considering reorganisation of owners of P.V. anal and res</td>
</tr>
<tr>
<td>28</td>
<td>Getting maps, letters &amp;c from Stimson files of Greeley Hydro-electric filings</td>
</tr>
</tbody>
</table>

Dec 9th to 15th-- Washington D. C. Interviewing Commissioner of Gen. Land Office, Chief of Forest Service and various department heads in re relations of district with Forest service and rights of way for district works---- 6 days | 60.00 |

<table>
<thead>
<tr>
<th>Date</th>
<th>Expense</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/9</td>
<td>2.45</td>
</tr>
<tr>
<td>12/10</td>
<td>3.30</td>
</tr>
<tr>
<td>12/11</td>
<td>2.40</td>
</tr>
<tr>
<td>12/12</td>
<td>1.85</td>
</tr>
<tr>
<td>12/14</td>
<td>3.20</td>
</tr>
<tr>
<td>12/15</td>
<td>2.60</td>
</tr>
<tr>
<td>Porter</td>
<td>75¢</td>
</tr>
<tr>
<td>New Willard Hotel</td>
<td>16.55</td>
</tr>
</tbody>
</table>

21&22-- Chicago Interviewing Farsons, Craven Miller and phonin interested parties including Geo. Hodge in re deposit of district bonds in Chicago Title and Trust Co

Ex- meals $5.25, carfare and bag. 90¢ | 8.15 |

<table>
<thead>
<tr>
<th>Totals</th>
<th>79.96</th>
</tr>
</thead>
</table>
Dec 30 -- Statement Carpenter -- Page 3

<table>
<thead>
<tr>
<th>Expense</th>
<th>Service</th>
</tr>
</thead>
<tbody>
<tr>
<td>79.96</td>
<td>205.00</td>
</tr>
</tbody>
</table>

Froward

Dec. 27 -- Board meeting Greeley

" 26 -- Ft. Collins checking conveyances on Upper Boswell Ranch
    Expense RR. 1.35, meal 45¢
    1.80

" 30 -- Interviews with engineers
    checking maps for rts, of
    way Board meeting &c
    10.00

Total Due $310.76

(Above does not include phone items
during 1916 nor does it include
payment for services in case of
Wyoming v. Colorado during Del.
which state may not be able to pay
on account lapsing of appropriation
at end of fiscal year)
The Greeley-Poudre Irr. Dist. to Delph E. Carpenter, Dr.

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Services</th>
<th>Expense</th>
</tr>
</thead>
<tbody>
<tr>
<td>1917</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jan 1</td>
<td>One day-board meeting, Stimson in re rts of way &amp; c</td>
<td>10.00</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>One day searching files in office of Stimson, district &amp; c for Elkhorn rt. of way filings &amp; c</td>
<td>10.00</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>One day Board meeting with Stimson, Wortham &amp; c in re preparation of Rt. of way filings for U. S. L. O. and misc. business</td>
<td>10.00</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>One day Board meeting—P. V. Bondholders re-organization—misc. bus.</td>
<td>10.00</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>One day misc. business, Basly lease &amp; c Board meeting</td>
<td>10/00</td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>One day working on petition for re-enstatement of Elkhorn rt. of way map</td>
<td>10.00</td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>One day Ft. Collins, checking County Clerks records, getting copies deeds, conference with U. S. Forest officials in re rt. of ways</td>
<td>10.00</td>
<td></td>
</tr>
<tr>
<td>Feb 6</td>
<td>Expense—RR. $1.33, lunch self and Wheeler $1.25, dinner 45¢ certified copies deeds as per attached receipt $2.15</td>
<td>5.20</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>One day Greeley-Denver, same</td>
<td>10.00</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>&quot; &quot; &quot; &quot;</td>
<td>5.00</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Dictation Letters &amp; Misc.</td>
<td>2.00</td>
<td></td>
</tr>
<tr>
<td>27</td>
<td>One day on rts. of way-maps &amp; c</td>
<td>5.00</td>
<td></td>
</tr>
<tr>
<td>March 1</td>
<td>One day Greeley-Denver, consultation Greeley Atts and Waterman Denver in re lien suits</td>
<td>10.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Expense -- RR. $2190 Meals 50</td>
<td>3.40</td>
<td></td>
</tr>
<tr>
<td></td>
<td>$107.00</td>
<td>8.60</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Total due</strong> 115.60</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
The Greeley-Poudre Irrigation District

To Delph E. Carpenter

Dr.

(Itemize specifically giving nature of each item.)

Services for March as per attached statement $283.40

STATE OF COLORADO

County of Weld ss.

Delph E. Carpenter, being first duly sworn, doth depose and say: That the above account is true and just; that the services, supplies, expenditures or charges therein specified have been actually rendered, furnished, expended or made to or for THE GREELEY-POUDRE IRRIGATION DISTRICT, and that the same, or any part thereof, have not been paid except as therein stated.

(Signature)

Subscribed and sworn to before me this 3 day of April 1917

(Official Seal)

(Official Designation)

(Claimant sign on line indicated. This voucher must be sworn to before the secretary of the district or any notary public, judge, clerk or deputy clerk of a court of record, county clerk or deputy, or a justice of the peace, in his county.)
IN ACCOUNT WITH

The Greeley-Poudre Irrigation District

FOR

Expedited for
March 1917

Amount Claimed, $282.40

Amount Allowed, $

Approved 1911

Pres.

Sec'y
April 2, 1917.

The Greeley-Poudre Irr. Dist.

To Bernice Braman, Dr.

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Rate (cents)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mar. 5</td>
<td>Letter in re Lien Suits</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td>Dictation</td>
<td>15</td>
</tr>
<tr>
<td></td>
<td>Letter in re Right of Way McGrew 36-9-65</td>
<td>35</td>
</tr>
<tr>
<td></td>
<td>Letter to R.J. Worthan in re Right of Way McGrew 36-9-65</td>
<td>20</td>
</tr>
<tr>
<td></td>
<td>Letter in re Wyoming vs. Colorado.</td>
<td>35</td>
</tr>
<tr>
<td></td>
<td>Letter in re Mallwee Line cases</td>
<td>25</td>
</tr>
<tr>
<td></td>
<td>Copy Notes of Survey of Link Lakes Reservoir 5 pages.</td>
<td>1.50</td>
</tr>
<tr>
<td></td>
<td>Copy Notes of Survey of Rawah Extension Ditch 6 pages.</td>
<td>1.80</td>
</tr>
<tr>
<td></td>
<td>Dictation 1 hour</td>
<td>0.50</td>
</tr>
<tr>
<td></td>
<td>Letter in re Colorado Legislation effecting the district.</td>
<td>1.00</td>
</tr>
<tr>
<td></td>
<td>Dictation 2½ hours</td>
<td>1.25</td>
</tr>
<tr>
<td></td>
<td>Letter to Commissioner Gen'l Land office in re Denver 022750 &quot;N&quot; CHW</td>
<td>30</td>
</tr>
<tr>
<td></td>
<td>Letter to Malcolm Lindsey</td>
<td>10</td>
</tr>
<tr>
<td>May 26</td>
<td>Application in re Tunnel Reservoir 6 pp.</td>
<td>2.40</td>
</tr>
<tr>
<td></td>
<td>Certificate in re Denver 022750</td>
<td>70</td>
</tr>
<tr>
<td></td>
<td>Dictation one hour</td>
<td>0.50</td>
</tr>
<tr>
<td></td>
<td>Copy Warranty Deed 5 pg.</td>
<td>1.50</td>
</tr>
<tr>
<td></td>
<td>Supplemental statement of claim in re Adjudication of priorities in District No. 3. 4½ pgs.</td>
<td>1.60</td>
</tr>
<tr>
<td>May 29</td>
<td>Copy of Order of the Board of County Commissioners of Weld County, Colo.</td>
<td>3.15</td>
</tr>
<tr>
<td></td>
<td>Organizing The Greeley-Poudre Irr.Dist.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>10½ pgs.</td>
<td></td>
</tr>
</tbody>
</table>

Total: $17.70
The Greeley-Poudre Irrigation District
To Delph E. Carpenter Dr.

(Itemize specifically giving nature of each item.)

To services during April and May up to and incl 37th. inst. as per attached itemized statement----- Services $95.00--Expense$11.01 total $106 01

STATE OF COLORADO
County of Weld ss.

Delph E. Carpenter, being first duly sworn, doth depose and say: That the above account is true and just; that the services, supplies, expenditures or charges therein specified have been actually rendered, furnished, expended or made to or for THE GREELEY-POUDRE IRRIGATION DISTRICT, and that the same, or any part thereof, have not been paid except as therein stated.

(Signature)

Subscribed and sworn to before me this day of May 1916

(Official Seal)

(Official Designation)

(Claimant sign on line indicated. This voucher must be sworn to before the secretary of the district or any notary public, judge, clerk or deputy clerk of a court of record, county clerk or deputy, or a justice of the peace, in his county.)
The Greeley-Poudre Irrigation District,

To Delph E. Carpenter, Dr.

To Services and Expense for Month of April as follows:

<table>
<thead>
<tr>
<th>Service</th>
<th>Expense</th>
</tr>
</thead>
<tbody>
<tr>
<td>April 1--Ft. Collins--Settlement of injunction suit Ernst v. Ball and distant against involving right of way for canal</td>
<td>$25.00</td>
</tr>
<tr>
<td>Ex-RR. $1.46--meals 90¢</td>
<td>$2.36</td>
</tr>
<tr>
<td>2--Greeley--Board meeting all day</td>
<td>25.00</td>
</tr>
<tr>
<td>3-- &quot; --Working on contract between District and United States in re Elkhorn right of way--Also went thru Bliss and Tew files for papers in surety bond case &amp; misc. district matters</td>
<td>25.00</td>
</tr>
<tr>
<td>Ex-RR $1.46--misc. 45¢</td>
<td>1.91</td>
</tr>
<tr>
<td>10--Greeley--Board meeting --Also joint meeting with Poudre Canyon Irr. Co. board--Richard Carroll matter with Board and Misc. matters in PM and evening</td>
<td>25.00</td>
</tr>
<tr>
<td>15--Denver--Filed Elkhorn Res. right of way agreement with United States Land Office--Conference with R.I. Wecker, Eng. Forest Service concerning tunnel, Link Lakes and McIntyre Ditch rights of way</td>
<td>10.00</td>
</tr>
<tr>
<td>Ex-RR $3.23--lunch 45¢</td>
<td>3.58</td>
</tr>
<tr>
<td>16--Ft. Collins--Conference with Todd, Leftwich &amp; in re Prof House charges on Poudre Valley suit--Also Conference with T.J. Montgomery in re Barton-McIntosh deed--Also conference at Fleming's office with him and the McIntosh's with adjournment to meet at Wellington tomorrow</td>
<td>25.00</td>
</tr>
<tr>
<td>Ex. RR $1.46--meals 75¢</td>
<td>2.21</td>
</tr>
<tr>
<td>17--Ft. Collins--Auit--went to Ft. Collins and with Fleming to Wellington where inspected McIntosh right of way--no agreement--In eve went to Auit to board meeting until 2 AM</td>
<td>25.00</td>
</tr>
<tr>
<td>Ex--RR $1.46--lunch (2) $1.20, misc 35¢</td>
<td>3.01</td>
</tr>
<tr>
<td>18--Dictated opinion on Barton judgement also assignment of judgement &amp; for Director Agan who left for Omaha--Also drew deed for McIntosh right of way in case of failure to obtain Barton assignment and briefed on status of Barton judgement</td>
<td>25.00</td>
</tr>
<tr>
<td>19--Greeley--Briefing on effect Barton judgement on McIntosh and Ernst rights of way and finishing deeds</td>
<td>25.00</td>
</tr>
</tbody>
</table>

Forward $235.00 $13.07
20--Greeley—Briefed all day of case of
Circuit Court of Appeals of U.S.

21--Denver—Evening train to Denver--

22--Denver—Met Melville at his office
with Board in re Tew and Surety
bond suits—Also dictated petition
of intervention in Montezuma case
1 PM train to Greeley where met
with board all PM—All eve in of-
office conferring with Gibbons over the
 deed to his right of way-phonning
director Agan-Eng. Barnes &c
Ex--RR §3.13-Hotel §1.00, meals
§2.45

25.00

23--Pt. Collins—Auto to Ft. Collins to close
deal for McIntosh right of way—Met
Eng. Barnes and prepared description
of same—Settled form of deed with
Fleming and McIntosh and delivered
warrant for same—Arranged with Myron
H. Akin to look after Dowdy and Twin
Lakes for district—also with A.A. Ed-
wards to superintend running of district
water during 1918—Eveing at office
phoning directors Agan, Kelley &c
Ex--Aubb 52 mi. §9.30--Lunch (2) §1.35
dinner 40¢

25.00

24--Greeley-Pierce--Drew deed to Gibbons right of
way and letter for same—Checked report
of Fred Farrar, referee—PM meeting at
Pierce between Board and Pierce Committee
returned 1-30 AM and went with Sanders
to office where checked available mem-
oranda as to flumes over new ditch

25.00

25--Pt. Collins—Worked all day in County Clerk's
office checking conveyances for right of
way to ascertain number of flumes and
bridges required over canal for lower end
of Poudre Valley canal to Baid County
line—Turned over memoranda to Eng. Bar-
nes—Consulted with Eng. McAnelly—In eve
at Greeley office phoning &c
Ex--RR §3.14x(Alson consulted with Farrar
who filed adverse report as referee at
Ft. Collins today and looked over recom-
mended decree)
Ex--RR §1.46. meals 90¢

25.00

29--Greeley &c—Board meeting all AM—In PM went
with Sanders to Van Cleave place near
Cobb Lake and settled for right of way

30--Pt. Collins—Left Van Cleave deed for ack-
nowledgement with Lat. Natl. Bank—
Consulted with Vandervark of North Poudre
Co over Van Cleave crossing—Ordered cer-
tified copy deeded for R of W. in Gregary
case district Court—Conferred with Prof
House in re Poudre Valley charges

Ex--RR §1.46—meals 75¢

Totals

Forward $410.00

Expense $35.27

Total due $445.27
To Services and Expense April 1-1917 to April 1, 1918 as follows:

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Services</th>
<th>Expense</th>
</tr>
</thead>
<tbody>
<tr>
<td>1917</td>
<td>April 2--Greeley--Board meeting-services in re Elkhorn Res. and Beilairs D. and Res. rts of way</td>
<td>$10.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>May 2--Greeley--Preparing documentary evidence for Rt. of way filings in Mountain system of district</td>
<td>10.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>5--(Same)--Preparing petition for amended filings for Amended rt. of way for Tunnel-ditches &amp;c</td>
<td>10.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>June 19--Greeley) Board meeting and misc.</td>
<td>5.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Aug. 1--Trip to Eaton for interview with W. W. Brown in re tunnel water-Windsor Res. Exchange as per order of Board</td>
<td>5.00</td>
<td>$3.00</td>
</tr>
<tr>
<td></td>
<td>&quot; 8--Greeley--Arranging details running tunnel &amp; Dowdy water-Windsor Res. exchange--Interview Eaton &amp; W. W. Brown &amp;c</td>
<td>10.00</td>
<td>2.85</td>
</tr>
<tr>
<td></td>
<td>&quot; 9--Greeley--Negotiating sale district water A. W. Ferguson &amp;c</td>
<td>10.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>&quot; 18--Greeley--Arranging details delivery district water to $2 canal stk. holders</td>
<td>5.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>&quot; 22--Greeley--Re-arranging delivery dist. water acct. failure Whitney at west portal tunnel to report,also arranging for telephone lineman</td>
<td>5.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>&quot; 28-29 &amp;30--Detailed services in re phoning Armstrong, members of board &amp;c in re delivery district water</td>
<td>5.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Sept. 2--Rt. Collins--District Court-postponement Lien Cases</td>
<td>10.00</td>
<td>1.95</td>
</tr>
<tr>
<td></td>
<td>Oct. 5--Trip to tunnel Ex. Hotel, meals &amp;c</td>
<td>15.00</td>
<td>3.20</td>
</tr>
<tr>
<td></td>
<td>Nov. 27--Greeley--Correcting proof of brief Long Pond case--no charge--</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Dec 3&amp;5--Board meeting in re Pierce lateral construction matter on 3rd. and consultation with C. D. Todd and others on same matter on 5th.</td>
<td></td>
<td>10.00</td>
</tr>
<tr>
<td></td>
<td>&quot; 6--Meetings with District, Poudre Canon and again district boards in re partial complete Greeley-Poudre canal</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>&quot; 7--Meeting at Pierce in re same</td>
<td>5.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>&quot; 20--Board meeting in re same with McNeilly also Rt. of way matters in mts.</td>
<td>5.00</td>
<td>1.67</td>
</tr>
</tbody>
</table>

1918

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Services</th>
<th>Expense</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jan-14, 16, 17, 18 &amp; 19--Washington--Argument before Sec. of Interior--Interviews with Geological Survey officials and Rt. of Way dept. Com. G. L. O services and expenses paid by State</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Feb.4ff--Greeley--Interview with C. I. Duval all Pm. in re purchase Cowan Land at Elkhorn Res. and meeting at Pierce with Board directs such purchase</td>
<td>10.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Ex--Auto--34 miles</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Forward $135.00 $17.27
Feb. 5--Ft. Collins--Via auto with Exxx
Sanders to purchase Cowan land.
Negotiations throughout day with
Cowan thru Duval, McNally &c.
Deed signed and money paid late in
evening (Ret to Greeley with Duval) 10.00
Ex--auto 62 mi.$9.30--meals 85¢
6--Greeley--Day with Duval executing deeds
arranging his program and other
details Elkhorn Res. matter
Ex--Rev. Stamps $6.00--notary 50¢
9--Greeley--Gathering data for interview
with I. B. Melville
10--Denver--Consultation with Melville with
Board in re Tew and Suture Bond
suits
Ex--RR 3,15--meals 75¢
March 4--Greeley--Board meeting and misc
10.00
5--Ft. Collins--District Court--re lien
suits--also Poudre Valley canal and other suits--
consultation with engineer on
ditch work &c
Ex--RR $1.46--meals 65¢
6--Denver--All day argument with Referee
Farrar in re proposed decree for
district works in Water Dist. 3
Ex--RR $5.13--meals (2) 1.35
7--Ft. Collins--Negotiating with Schreiner,
Stowe, McNally &c. in re purchase
Schreiner rt. of way as per deal by
McNally--Also consultation Clark
Moore in re proposed purchase Poudre
Valley Canal--Lcftwich & Temple in
re Upper Contours Res. 5&c
Ex--RR $1.46, meals 80¢--recording
Schreiner deed 1.00
Greeley--All eve at Board meeting in re
Carroll exclusion--Elkhorn Res
right of way agreement --Adjudica-
tion of priorities &c.
8--Greeley--Spent entire day and eve on check-
ing details and going over proposed
findings Referee Farrar--Also di-
recting Eng. McNally in re Rt. of
way--by phone--as per phone orders
of Board
9-- Sane
14--Ft. Collins--Consultation Greeley-Poudre
Board and County Com. Larimer Co.
in re bridges over new canal--Also
consultation with Pierce committee
Ex--RR $1.46--meals 70¢
15--Denver--One half day at lands offices in re
correspondence Elkhorn Rt. of way and
checking records and correspondence
in re Bellairs Res. rt. of way.--other
Misc. matters--Checking papers borrow-
ed from U. S. in Tew suit and seeing
to copying same
Ex (1 RR $3.16-- Meals $1.30)
16--Greeley--All day and eve. dictating findings
for offer to Referee Farrar in re
adjudication proceedings in Dist. 3
25.00
18--Greeley-Completæng work of 16th.--arrang
ing for further testimony--Misc 25.00
Forward $337.50 Expense $49.27
Services $377.50
Expense $52.04

March 19--Denver--½ day--submitted recommend
ed findings and redacted and typ-
typed to Referee Farrar and ar-
gued same

(Ex--RR $31.33--meals $1.15)

20--Greeley--Ault--Misc. Greeley-Poudre business and small detail order
during day and Board meeting Ault
to 1 AM--Stetting right of way
with Gibbs--consulting and arrang-
ing with Duval--Consulting with
Eng. Barnes-Pierce Committee &c 15.00

21&22--Denver--Putting on and preparing test
mony of Malcolm Beallars before
Farrar in re Beallars Res.--and other
district matters before referee and
Beallars 50.00

Ex. RR $1.49--meals (2) 4.60--hotel $1--

25--Ft. Collins--With Directors Kelly and
Agaan settling Chegorn rt. of way
with Paul W. Lee and consulting him
re threatened suit against district--
Also consultation with Forest Supv.
Wheeler in re Tunnel bids and with
others in re dist. business 25.00

Ex. RR $1.46--lunch 70c

26--Greeley--Board meeting on rt. of way
matters-Laramie River ranches &c 10.50

27--Greeley--reparation of memoranda for
Director Agan to take to Omaha in
re Barton tract--Also misc. detailed
letters &c as per Board orders 12.50

29--Greeley--Consultation with Mr. Ball of
Pierce Committee as per phone by
Director Mosier--in re injunction
by Henry Ernst to prevent further
work on account no district rt. of
way-- 5.00

Also following misc. expenditures:

1917

Dec. 10--Cardwell Blue Print Co.--negatives for Amended rt. of way filings
on Mountain system of water works
as previously made and money ad-
advances By Rezalbaich

27--Certified copies filings in state
engineers office for filing in
United States Land Office

28--Certificate of Secretary of State
for same purpose

Totals 4/1/1917 to 4/1/18 8509.00 $77.71

Total Service & Ex. $556.71

Credit on the above Greeley Poudre Warrant
paid me on April 1--1918

Sal due to Apr, 1'18

100.00

$486.71
The Greeley-Poudre Irrigation District

To Delph E. Carpenter Dr.

(Itemize specifically giving nature of each item.)

Services and Expense April 1, 1917 to April 1, 1918 686.71

as per attached itemized statement.

STATE OF COLORADO

County of

first duly sworn, doth depose and say: That the above account is true and just; that the services, supplies, expenditures or charges therein specified have been actually rendered, furnished, expended or made to or for THE GREELEY-POUDRE IRRIGATION DISTRICT, and that the same, or any part thereof, have not been paid except as therein stated.

(Signature)

Subscribed and sworn to before me this day of 191

(Official Seal)

(Official Designation)

(Claimitant sign on line indicated. This voucher must be sworn to before the secretary of the district or any notary public, judge, clerk or deputy clerk of a court of record, county clerk or deputy, or a justice of the peace, in his county.)
<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Apr 2</td>
<td>100</td>
</tr>
</tbody>
</table>

STATE OF COLORADO

County of ____________

first duly sworn, doth depose and say: That the above account is true and just; that the services, supplies, expenditures or charges therein specified have been actually rendered, furnished, expended or made to or for THE GREELEY-POUDRE IRRIGATION DISTRICT, and that the same, or any part thereof, have not been paid except as therein stated.

(Signature)

(Official Seal)

Subscribed and sworn to before me this ______ day of ______ 191__

(Official Designation)

(Claimant sign on line indicated. This voucher must be sworn to before the secretary of the district or any notary public, judge, clerk or deputy clerk of a court of record, county clerk or deputy, or a justice of the peace, in his county.)
The Greeley-Poudre Irrigation District

To: Delph E. Carpenter

(Itemize specifically giving nature of each item.)

To services and expense for month of May as per attached itemized statement

Services $650.00

Expenses 49.32

Total $659.32

By: [Signature]

[Seal]

STATE OF COLORADO

County of Weld ss.

Delph E. Carpenter, being first duly sworn, doth depose and say: That the above account is true and just; that the services, supplies, expenditures or charges therein specified have been actually rendered, furnished, expended or made to or for THE GREELEY-POUDRE IRRIGATION DISTRICT, and that the same, or any part thereof, have not been paid except as therein stated.

(Signature)

Subscribed and sworn to before me this 1st day of June 1918

(Official Designation)

(Claimant sign on line indicated. This voucher must be sworn to before the secretary of the district or any notary public, judge, clerk or deputy clerk of a court of record, county clerk or deputy, or a justice of the peace, in his county.)
Greeley, Colo. June 1, 1918

The Greeley-Poudre Irr. Dist.,
Greeley, Colo.

To services and expense for the month of May as follows:

1. Greeley--Board meeting all day--All eve hunting man for west portal of tunnel--Conference with Mr. Grimm in re same $25.00

2. Greeley--All day engaged at checking right-of-way deeds at office County Clerk & Recorder--also necessary bridges and flumes on canal in Weld County--Also conference with district judge in re hearing on recommended decree of Referee Farrar in Water Dist. No. 3--All even in conference with Mr. Grimm in re work at west portal tunnel 25.00

3. Ft. Collins--Trip to lower end Poudre Valley canal with E. B. Wyatt and A. A. Edmonds and district Board in re settlement of division structure to be placed at that point--Conferred with L. C. Moore in re purchase of judgement held by First Natl. Bank of Ft. Collins against the Laramie Poudre Res. & Irr. Co.--Called At office Atty. Annis in re Cobbs right of way--Arranged with T. J. Montgomery to assist in re Elkhorn right-of-way. In eve hunted up Woland and conferred in re his acting as watchman at Elkhorn Res. and reported by phone to Pres. Kelly at 10 PM. ------ 25.00

Ex--RR $1.46-meals 75c ------ ------ ------ ------ ------ $2.21

4. Greeley--Ault--Fierce--Notified by Mr. Grimm in AM of his change of plans and inability to accept west portal position--Hunted up Ed. Woolery as substitute--Also conferred with Mr. Holland and others in re same. Conferred with Woolery in re duties at west portal until 3 PM, also members sheriff's office force in re ability of Woolery--Arranged for Board to meet Woolery and self at Ault and Woolery and self took auto to Ault where held meeting with Pres. Kelly and director Mosier and drove to Pierce where Director Agan conferred with Woolery. In eve Kelly, Mosier, Woolery and I met at Ault and had further conference--Returned to Greeley 10-30 PM. ------ ------ ------ ------ ------ 25.00

Ex--Auto 36 ml. @ 15c=$5.40--Dinner(2) $1.00- 6.40

5. Greeley--Detailed duties getting Woolery off to tunnel-purchasing telephone lineman's climbers &c during AM. --During FM dictated letters and data for forwarding to Smythe at Washington in re Elkhorn right of way also instructions to Montgomery at Ft. Collins in re demand for settlement right of way over NWt-35-9-60--Also conferring with Mr. Nichols and Mr. Kingsbury in re Elkhorn watchman and caretaker job and other misc. matters ------ 25.00

6. Denver--Immediately upon receipt of letter from Sen Shafroth stating that Elkhorn right-of-way had been forwarded to Denver Forest Service office--took train Denver--Interviewed R.I. Weaver at Forest Service in re same--On return to Greeley wired Sen. Shafroth and Eng. Norcross at Washington in re Elkhorn 25.00

Forward $150.00 $8.61
<table>
<thead>
<tr>
<th>Services</th>
<th>Expense</th>
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<tbody>
<tr>
<td>Forward</td>
<td>$150.00</td>
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<td>$8.61</td>
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7 (Cont) Expense -- RR $3.13 -Meals $1.15
Telegram to Washington 25 ---- 7.53

8--Greeley--Worked on contract for carriage of water through Poudre Valley Canal as per draft of same submitted by counsel for The Poudre Canyon Irr. Co.--Found Paragraph 10 objectionable and redrafted same and took up same with counsel--11 to 12 o'clock met with board of directors of Poudre Canyon Co. at First National Bank and conferred in re changes in proposed contract--Matter left to committee Messrs. Wyatt, Clark and Milne with whom spent afternoon in conference with them and their atty. over same--finally agreed on compromise paragraph 10 and contract redrawn accordingly. Wrote letter to First National Bank of Ft. Collins in re purchase judgment they hold against Laramie-Poudre Co. Also to Ed Woolery confirming employment, In office all eve on misc. district matters ---- 25.00

9--Greeley--Spent day briefing case of First Natl. Bank of Ft. Collins vs. The Laramie-Poudre Res. & Irr. Co. and The Greeley-Poudre Irr. Dist. In office all eve explaining to Woland the situation at Elkhorn Reservoir--O.r rights and property there and acts necessary to be done by our representative at that point ---- 25.00

10--Greeley--Board meeting all day--In eve dictated deed, agreement etc. in re district purchase Piper ranch--Had Montgomery at Ft. Collins look up title to Piper Ranch he reporting unsatisfactory record requests I come to Ft. Collins and check up same tomorrow and also confer in re claim for right of way on Beers tract---- 25.00

11--Ft. Collins--Checked County Clerk's Records and abstract companies books in re Piper ranch--no record of patent--Also checked assessor's records. Conference over Beers right of way makes survey of line of canal across tract necessary to ascertain to what degree to burden the land--Conferred with Co. Atty. Lee over bridges over district canal at Wellington and with Annis over misunderstanding in re flumes and bridges on Cobbs right of way--Conferred with Sheriff Cook in re making Ed. Woolery deputy sheriff at West Portal. At Greeley office all eve on district matters--Wrote Eng. Barnes in re survey Beers right of way etc. ------ 25.00

13--Greeley--All forenoon at district court and at office checking all suits pending in which district interested or for opera ing of term tomorrow---- 25.00

Forward $250.00 $15.14
13 (Cont). Conferred with C. D. Todd and others in re same. In PM finished redrawn deed, contract, letters and other papers in re purchase Piper ranch and considered matter of bringing possible suit to transfer rights of way for district works out of name of The Laramie-Poudre Res. & Irr. Co. and discussed same with W. H. Sanders, Sec. of the district — — — — — — — — 25.00

14—Greeley—At District Court at opening of term—Dismissed old Poudre Valley Co. suits and secured continuances in suits in which district interested or a party. Worked all P.M. on wisdom and procedure of bringing right of way suit against Laramie-Poudre Co. Conferred with Pres. Kelly and Woland in re Elkhorn matter and in eve (6.30 to 9.30) conferred with Eng. Stimson and Woland in re location district lands at Elkhorn Res.—survey of same &c 25.00

15—Denver—Consultation with Atty. Lindsay in re suit First National Bank of Ft. Collins vs. The Laramie-Poudre Res. & I. Co. and the district and also concerning contemplated suit for protection of rights of way now standing in company name but belonging to the district. Also consulted with W. S. Iliff in re same—Checked right-of-way for Dowdy and Twin Lakes Res. at United States Land Office and procured negative of government filing for same—called upon U.S. Forest Service officials in re Elkhorn Res. rt. of way. — — — — — — — — 25.00
Ex—RR $3.13, lunch (2) $1.15, dinner 65c
Maps $1.00—Binder for right of way papers $1.25 — — — — — — — — 7.18

17—Greeley—Conferred with Atty. Nixon in re suit about to be brought against L.P.R.I. Co by A. L. Carlton and with Atty Bliss and Geo. Smith in re action of Board in returning water out of Horseshoe Res. to Snake Lake Res. and dictated letters to Mr. Clammer & Mr. Akin in re same. Wrote letters to district in re suit to protect rights of way &c—Conferred with Judge in re hearing in water adjudication in District No. 3—SPM to 1.15 A.M. Board meeting — — — — — — — — — — — — 25.00

18—Greeley—Worked all day and evening to 11 PM drawing suit to protect district rights of way—Also phoning in re district matters — — — — — — — — — — — — — — 25.00

19—Elkholm—All day at Ault 25.00

20—Greeley—All day at Greeley getting Woland ready for Elkhorn duties &c.—Board meeting at Ault all eve. Papers in suit to protect district rights-of-way presented and verified—Purchase of Currie property at Elkholm decided —25.00

21—Denver—Conference with Atty Lindsay in re suit against L.P.R.I. Co to protect district rights of way—submitted com—
21(Cont.) plaint in same to him. Checked records in U.S. Land Office and conferred with Eng. Pratt of Forest Service in re Elkhorn Res. site all PM. Worked 10 Fm to 12 M at Greeley office on Currie right of way matter _________ 25.00

Ex--RR 3.13, $1.53 meals $1.55, phones and misc. 75c _________ 5.43

22--Ft. Lupton-Greeley-- To Ft. Lupton by auto with sheriff and made service on Iliff in suit in re rights of way--in eve phoned Duvall at Ft. Collins in re tunnel, Montgomery in re Currie right of way at Elkhorn &c _________ 25.00

23--Ft. Collins--Drafted agreement to purchase rt. of way for Elkhorn from Currie then went to Ft. Collins via auto and conferred with Currie and Montgomery all afternoon and evening--Also conferred with Duvall over tunnel matters _________ 25.00

Ex--Auto 64 mi. @ 15c/$3.60--meals &c$1.50 _________ 11.10

24--Greeley-Ault-Ft. Collins-- Prepared deed for Currie property--Board meeting at Ault Ft. Collins with Sanders for conference with Currie and Montgomery late afternoon and evening--purchased Currie property as per Board order _________ 25.00

Ex--Misc. 50c _________ .50

25--Ft. Collins--Recorded deed/$ Duvall and Bond for Deed of Currie in re Elkhorn Res. Worked all day checking descriptions rights of way in Larimer county and conference with Asst. to Forest Supervisor in re Elkhorn Res. _________ 25.00

Ex--RR $1.46, Recording deeds $2.50, Revenue Stamp $1.00, meals$1.10_______ 6.06


Ex--RR $1.46, Misc. 45c _________ 1.91

26--Greeley--All morning settling disposition of tunnel water with Armstrong, Edwards Duvall &c _________ 10.00

28--Greeley--All day at Clerk’s office checking descriptions rights of way in Weld Co--Phoning St. Eng. office in re tunnel wier rating &c--All eve at office in re same _________ 25.00

29--Greeley--All day in re same--Also consulting D.B. Wyatt concerning Edwards employment for district during season in re water matters--phoning Armstrong, Edwards, Wortham &c. in re disposition tunnel water (Turned now into Douglas Res) _________ 25.00

Forward _________ 609.00
Expense _________ 49.32
30—Greeley-- All day and eve working on records and memoranda in re district rights of way — — — — — — — 25.00
(Also drew motion in case First Natl. Bank Ft. Collins v. L. P. R. I. Co. and Greeley-Fraud L. D. for filing on 31 st.)

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<thead>
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<th>Service Expense</th>
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<tr>
<td>$616.00</td>
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<td>$49.32</td>
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Forward

Total $665.32

Total due $704.32
April 2 - Paid 1/4 Rent

\( \sqrt{ \text{May 10-1917} } \)

\( \sqrt{ \text{Dec 16th 70v. 70} } \)

\( \sqrt{ \text{Allord 174. 40} } \)

\( \sqrt{ \text{June 19-1917 (10th meeting)} } \)

\( \sqrt{ \text{July 14-1917} } \)

\( \sqrt{ \text{we say Cubs} } \)

Aug 11 - 13th meeting

\( \sqrt{ \text{Sale of} } \)

\( \sqrt{ \text{Exchange bondsmen 12} } \)

\( \sqrt{ \text{Sale at TG} } \)

Oct 5 - "Paid 1/4 rent"

\( \sqrt{ \text{bee 1 - Board meeting} } \)

\( \sqrt{ \text{we can't get mail} } \)

\( \sqrt{ \text{Board meeting} } \)

\( \sqrt{ \text{we get mail} } \)

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June 15, 1918

The Greeley-Poudre Irr. Dist.

To Delph E. Carpenter Dr

To cash advanced in costs and recording fees in right of way case #4072 Dist. Ct. Weld Co. --The Greeley-Poudre Irrigation Dist. vs. The Laramie-Poudre Res. & Irr. Co. as follows:

Clerk Dist. Court--Bal Costs 10 65
Sheriff's Fees execution of deeds as per court order 3 00
Recording fees County Clerk Weld Co.--Deed -- 2 75
" " " Larimer Co. --" 4 60
Total-- -- -- $21.00

As per attached vouchers and receipts

Weld Delph E. Carpenter
To Services and Ex. for
March

2nd
Board Meeting Greeley
& day Denver - in re Wellwe lien
Ex. same ($2.90 R.R., meals and
phones 60¢)

3rd
Denver-- Interviews with Jackson
and efforts for interview with
Wellwee in re lien suits
Ex. R.R. $2.90, lunch &c 65¢

5th
Pt. Collins-- Setting docket dist.
court-- lien and other cases
continued
Ex. R.R. $1.35, lunch (2) 90¢
County Clerk certified copies
deeds for filing U.S.L.O.
Telegram in re Wyo-Colo from U.S.
Sup. Ct. - - - - - - - - - - - - -
to Sen. Thomas in re the same
Consultation with Clyde C. Dawson,
Gov. Gunter, Atty Genl. Speaker of
House, Sen. West and others in re
Wyoming vs. Colc.
Ex. R.R. $2.90, Hotel $1.00, meals
$2.40
Telegram from Washington in re same
matter

9th
Greeley-- Rt. of way detail matters
in re mountain ditches.

12th
Greeley- Board meeting

13th
Denver with Greeley-Poudre Board
meetings with Land Board, Governor
&c in re Wyo-Colo. McCrew Res.
legislation &c.
Ex-- RR $2.15, hotel $1.00 miles &c
including others $4.55 - - - - -

27th
Greeley-Denver, in re details of evi-
dence, state-engineer's filings
&c. in re Cache la Poudre adj.
for hearing to be held before Fred
Farrar, referee, also preparing
supplemental statement of claim
Ex-- RR $2.90, meals 60¢

(Same)
Ex. RR $2.90, meals 90¢
Certificate, Sec. of State

30th
Greeley--same--

31st
Denver-- Testimony before Fred Farr-
ar in re Adj. Dist #3
Ex. self and witnesses (in part)
R.R. $2.15 lunch (4) $2.40,
dinner (2) $1.50
Extra copies State Eng. filings,
chk to Com. Copy Co.

1/25- County Clerk & Recorder Larimer Co.
Certified copies deeds,

2/6--- Stenographer, typing Petition in re
Elkhorn Res. G.L.O.

Service Expense
10.00
5.00
1.75
10.00
3.55
10.00
2.25
2.35
85
75
20.00
6.30
2.71

$145.00
55.70
$200.70

July 1, 1918

The Greeley-Poudre Irr. Dist. Greeley, Colo. to Delph E. Carpenter, Dr.

To services and expense for the month of June as follows:

6/1--Greeley--Board meeting to 3 PM--filed suit on declaration of trust in rights of way against L.P.R.I. Co. in Dist. Ct. 5-7 PM. dictated right-of-way descriptions--8-8:30 to 11 PM. arranged papers in re Bellairs right-of-way with U.S. 25.00

6/2--Greeley--Worked all P.M. on rights of way-- 12.50

3--Greeley--Worked all day and eve to 11 PM. on rights of way for evidence and decree and deeds in suit. Also-detailed matters covered by letters--see copies district files-- 25.00

4--Greeley--Same as 3rd. Also phoning regarding water matters and misc district business 25.00

5--Greeley--Working on rights of way--Typed detailed descriptions on account involved dictation-- 25.00


Ex-RR. $1.46 Forward $137.50 1.46
<table>
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<th>Date</th>
<th>Location</th>
<th>Details</th>
<th>Expense</th>
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<tbody>
<tr>
<td>6/7</td>
<td>Greeley-Ft. Collins</td>
<td>All day and eve at Ft. Collins with stenographer dictating exceptions to Farrar decree—water dist. No. 3—Conferral with Montgomery in re rights of way in Larimer Co.—also Co. Commissioners in re county bridges over Greeley-Poudre canal</td>
<td>25.00</td>
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<td>Ex—Lunch 50¢—auto 65 ml. at 15¢, dinner (2) $1.30—</td>
<td>11.25</td>
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<tr>
<td>8</td>
<td>Ft. Collins</td>
<td>Dictation 8 AM to 5-30 PM. on exceptions to Farrar decree</td>
<td>25.00</td>
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<td>Ex—RR (2) $2.92, meals $1.75—</td>
<td>3.67</td>
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<tr>
<td>9</td>
<td>Greeley</td>
<td>Worked all day checking and correcting first draft of exceptions to Farrar decree</td>
<td>25.00</td>
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<tr>
<td>10</td>
<td>Greeley-Ft. Collins</td>
<td>Finished final draft exceptions to Farrar decree and took PM train to Ft. Collins—filed exceptions in Court and had date set for hearing same—Checked other exceptions filed by other claimants. Consulted with Forest Supervisor over U.S. rights of way—train late</td>
<td>25.00</td>
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<td>Ex—RR, $1.46; dinner at Northern Hot. 50¢</td>
<td>2.26</td>
</tr>
<tr>
<td>11</td>
<td>Greeley</td>
<td>All day and evening to 11 PM. preparing evidence, decree and deeds (rough draft) in right of way suit (Atty for North Poudre demands full use P V. Canal for filling Res. 5&amp;6)</td>
<td>25.00</td>
</tr>
<tr>
<td>12</td>
<td>Greeley</td>
<td>All day finishing final draft evidence, decree and deeds in right of way suit—Checking district records and interview—Sec. Sanders in re his testimony for trial 4-30 to 7 PM. put in proof in right of way case before district court and submitted draft of decree to judge for consideration (During day arranged with Nort Poudre by phone for temporary exchange water—Also advised by phone of washing out of bridge on tunnel creek)</td>
<td>25.00</td>
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<tr>
<td>13</td>
<td>Greeley</td>
<td>All day district court and sheriffs office—going over decree with court and getting deeds executed by sheriff—Recorded deed to Weld Co. rights of way and property (Directed by phone by Agan and Kelly to go to Ft. Collins tomorrow and arrange for replacement bridge over tunnel creek with shutting out water if possible)</td>
<td>25.00</td>
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Forward—$337.50-18.64
<table>
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<tr>
<th>Date</th>
<th>Event Description</th>
<th>Services</th>
<th>Expense</th>
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<tr>
<td>6/14</td>
<td>Recorded deed to rights of way and other properties in re suit--Consulted with Co. Com. in re replacement Tunnel Creek bridge and phoned to McNabb and Du vall at tunnel--Co. Com. demand immediate shutting off tunnel water--Drew contract with North Poudre Co. for temporary exchange of water--Drove to Ault where consulted with Mieser by re tunnel bridge and with Agan and Kelly by phone in re same--left water exchange contract for signature and went to Greeley--Returned by auto to Ault where Board and self left ICPS for Tunnel Creek--Left water exchange contract at A.A. Edwards office on way--all night on road to tunnel</td>
<td>$337.50</td>
<td>18.64</td>
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<td>Ex--Auto to Ft. Collins 64 mi. at 15¢ per mile; Lunch 60¢; meal Ft. Collins at midnight 50¢, misc. 25¢</td>
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<td>25.00</td>
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<tr>
<td>15</td>
<td>Greeley--Poudre Tunnel--All day assisting with work at tunnel in repair bridge with water running</td>
<td>25.00</td>
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<td>16</td>
<td>Tunnel--Greeley--All AM at tunnel--Inspected P.V. canal on way home in PM and interviewed A.A. Edwards in re repair same at Shipps Hill--Greeley at Board meeting 8:30 to 10 PM</td>
<td>25.00</td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>Greeley--Checked warrants issued by district since Jan. 1--also those paid and outstanding as shown by Co. Treas. records Also list of tax sales of lands struck off to county since 1911--Cheked deed as recorded with decree and evidence in right of way suit with clerks</td>
<td>25.00</td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>Greeley--Drew contract for extension of time with Pierce committee--Consulted with Co. Treas. over prospective purchaser certificates tax sales struck off to Weld Co.--Cleared up misc. district matters and dictation</td>
<td>25.00</td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>Greeley--Drew deed to Beers right of way and sent same to Ft. Collins to Montgomery with directions for execution &amp;c. Finished up Misc. district matters including final conference with Co. Treas.</td>
<td>25.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Totals</td>
<td>$487.50</td>
<td>29.59</td>
</tr>
<tr>
<td></td>
<td>Total Due</td>
<td>$517.09</td>
<td></td>
</tr>
</tbody>
</table>
The Greeley-Poudre Irrigation District

To Delph E. Carpenter

(Itemize specifically giving nature of each item.)

To services for month of June as per attached itemized statement

$487.50

To expense for June

29.59

Total Due

$517.09

STATE OF COLORADO

County of Weld

Delph E. Carpenter, being first duly sworn, doth depose and say: That the above account is true and just; that the services, supplies, expenditures or charges therein specified have been actually rendered, furnished, expended or made to or for THE GREELEY-POUDRE IRRIGATION DISTRICT, and that the same, or any part thereof, have not been paid except as therein stated.

(Signature)

Subscribed and sworn to before me this day of 191

(Official Seal)

(Official Designation)

(Claimant sign on line indicated. This voucher must be sworn to before the secretary of the district or any notary public, judge, clerk or deputy clerk of a court of record, county clerk or deputy, or a justice of the peace, in his county.)
Dec. 31, 1918

The Greeley-Poudre Irr. Dist. to Delph E. Carpenter, Dr.
Greeley, Colo.

To Services and Expense July 1, 1918 to and incl. Dec. 31, 1918, as follows:

Services

Expense

7/1-- Greeley-- Meeting Board Directors-- Conference with County Treas., County Commissioners &c. in re purchase and sale outstanding tax sales of lands in District $25.00

2-- Greeley-- Conference County Commissioners and County Treasurer in re sale tax Cert. and checking same 10.00

7-- Eaton-- Conference with W. W. Brown in re exchange of Water with No. 8 res. to relieve crowding out tunnel water from P. V. Canal Ex.-- auto 18 mi. at 15¢ 2.70

13--Greeley-- Conference with Mr. Gibbs and calls back and forth with directors by phone, in re execution and title to be conveyed by Lowe-Gibbs right of way deed to G.P. Canal 10.00

20-- Pierce-- Board meeting Pierce with Pierce Committee in re settlement construction expense G. F. Canal &c. (7 PM to 2 A. M.) 25.00

8/17--Greeley--Meeting G.P. Board & Pierce Committee 10.00

19-22--Laramie River-- Trip to Laramie river in re Sedgwick lease ranches--Execution paper deed and payment for property-- Conference with Woolery and visit to tunnel —3½ da. at $25-37.50

Ex--RR Greeley to Cheyenne $1.70, Lunch for Sedgwick and companion & self $2.00; Misc. 75¢; Gàmeyr's meals and lodging(3) two days $6.00; Lunch Laramie Wyo.(3) $2.20; Dinner Cheyenne (3) $1.95; Hotel Cheyenne $2.00-- RR Cheyenne to Greeley $1.70 & Brkfst $80¢-- (Sedgwick furnished all auto transportation) 19.10

26--Greeley-- Conference with Mr. Stover of Idaho in re his claim for damages for trespass in re McGrew res. 10.00

27--Greeley-- Bd. meeting all eve 10.00

29--Debner-- Interview with U. S. Forest Service Engineer, Denver, in re passing and approval Elkhorn Res. Rt. of Way and expense 15.00

30--Greeley--Preparing data and memoranda for U.S. Forest Service in re Elkhorn Rt. of Way 25.00

9/2 --Greeley--Board Meeting all AM--Conference with A.L. Mohler (UPRY)--Phone calls to tunnel further data for U.S. For: Service Eng 25.00

3-- Ft. Collins-- Opening District Ct--All G.P. cases continued as per orders of Board--Conference with County Com. in re Elkhorn Res.-- Ex.-- RR $1.62, meals $1.80 3.42

4-- GREELEY-- Preparing further data for U.S. Forest Service in re Elkhorn Res. and all eve at office briefing on case of First N. Bk.(Ft. Collins) vs. L.P.R.I Co., G .P.I.D &c. Larimer County Dist Ct 25.00
<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Expense</th>
</tr>
</thead>
<tbody>
<tr>
<td>9/4</td>
<td>Continued—Expense RR $3.46, meals $1.70, Blue prints $1.00</td>
<td>$6.16</td>
</tr>
<tr>
<td>5</td>
<td>St. Collins, Argument district Court in case first matl Bank Ft. Collins vs Iliff, G.P.District and L.P.R.I. Co.</td>
<td>$25.00</td>
</tr>
<tr>
<td></td>
<td>Ex—RR $1.62, meals $1.20</td>
<td>$2.82</td>
</tr>
<tr>
<td>9</td>
<td>Greeley—Correspondence in re Elkhorn Res.</td>
<td>$5.00</td>
</tr>
<tr>
<td>12</td>
<td>&quot;                             Board Meeting all eve</td>
<td>$10.00</td>
</tr>
<tr>
<td>20</td>
<td>Denver—Conference with Eng Pratt U.S. Forest Service</td>
<td>$5.00</td>
</tr>
<tr>
<td>21</td>
<td>Greeley—Directors meeting</td>
<td>$10.00</td>
</tr>
<tr>
<td>10/9</td>
<td>&quot;                             Repairing budget meal for 1919 and Directors meeting all eve</td>
<td>$25.00</td>
</tr>
<tr>
<td>12/8</td>
<td>Greeley—Conference with Judge Strong in re hearing exceptions in adjudication proceedings at Ft. Collins</td>
<td>$5.00</td>
</tr>
<tr>
<td>9</td>
<td>&quot;                             Board meeting all day</td>
<td>$25.00</td>
</tr>
<tr>
<td>10</td>
<td>Denver—Conference with State Highway Commission Denver in re their policy in re ruining Elkhorn Reservoir (no charge)</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Ft. Collins—Conference with County Attorney Engineer, Bd Co. Com. Larimer County in re Elkhorn Res. and Canon Road</td>
<td>$25.00</td>
</tr>
<tr>
<td></td>
<td>Ex—RR $1.62, meals 90¢</td>
<td>$2.52</td>
</tr>
<tr>
<td>26</td>
<td>Denver—Conference with Mr. Stahl at Denver in re District Rights of way over forest service lands—Grasping permits Larimer River ranches—Buildings at Tunnel Portals &amp;c (full day)</td>
<td>$25.00</td>
</tr>
<tr>
<td></td>
<td>Ex—RR $3.46, meals $1.10</td>
<td>$4.56</td>
</tr>
</tbody>
</table>

Totals: $472.50 $41.28

Credit.

Aug. 19, 1918—C.P.I.D. warrant
Balance Due $250.00 $253.78

(In the above bill no charge has been made for small services from day to day, phoning tunnel men, consulting with secretary, officers of district and many other parties over details of district business)
July 1 - 517.09  (Sum for June)
Paid by John 2066 - 293.20
Bal due Dec 475.32

Dec 31 - 313.37  (Sum for Dec 19xx)
Paid by John Aug 19 - 20xx
Bal due 264.28

2772.17  1031.28
1740.89 1295.62
4483.77
Total 1740.89 11452
The Greeley-Poudre Irrigation District

To Delph E. Carpenter Dr.

(Itemize specifically giving nature of each item.)

To Services for January and February as per attached itemized statement

T Expenses $595.00

31.33

$626.33

STATE OF COLORADO

County of Weld ss.

Delph E. Carpenter, being first duly sworn, doth depose and say: That the above account is true and just; that the services, supplies, expenditures or charges therein specified have been actually rendered, furnished, expended or made to or for THE GREELEY-POUDRE IRRIGATION DISTRICT, and that the same, or any part thereof, have not been paid except as therein stated.

(Signature)

(Official Seal)

Subscribed and sworn to before me this 1 day of March 1920

(Official Designation)

(Claimant sign on line indicated. This voucher must be sworn to before the secretary of the district or any notary public, judge, clerk or deputy clerk of a court of record, county clerk or deputy, or a justice of the peace, in his county.)
Mar. 1, 1920

The Greeley-Poudre Irr. Dist. to Delph E. Carpenter, Dr.

--- 0 ---

<table>
<thead>
<tr>
<th>Services</th>
<th>Expense</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - Board Meeting -- All eve conference with C. D. Todd in re lien cases --</td>
<td>25.00</td>
</tr>
<tr>
<td>2 - Greeley - All day conference with Chas. R. Hedke in re lien cases and misc. --</td>
<td>25.00</td>
</tr>
<tr>
<td>3 - Greeley - All F. M. and evening on lien cases --</td>
<td>25.00</td>
</tr>
<tr>
<td>4 - Greeley - Conference with directors and Board meeting all A.M. -- P M. conference with R. W. Fleming in re F.V. Canal &amp;c and work on lien cases --</td>
<td>25.00</td>
</tr>
<tr>
<td>5 - Greeley - Worked with Todd at his office on lien cases -- conferred with Lindsay and Darwell by phone in re same -- all eve at Tods office --</td>
<td>25.00</td>
</tr>
<tr>
<td>6 - Greeley - Prepared and filed in Dist. Ct. at Ft. Collins motion to strike in case of First Natl. Bk. vs. Laramie Poudre Irr. Co. -- Cr. -Pd. Dist and misc. district work --</td>
<td>25.00</td>
</tr>
<tr>
<td>7 - Greeley - All day on lien cases and details of Pierce Lateral conditions</td>
<td>25.00</td>
</tr>
<tr>
<td>8 - Greeley - Dictated and completed proposal of district to Pierce Water Users for 1920 - placed same in hands of Sec. and forwarded copy to Geo. Ball also work on answer in lien cases --</td>
<td>25.00</td>
</tr>
<tr>
<td>9 - Greeley - Dictated all day on answers in lien cases Knowlton &amp; Bollen &amp;c</td>
<td>25.00</td>
</tr>
</tbody>
</table>

Expense - RR $1.73, Total $2.00 Forward

$250.00 3.73
Services  Expense  Forward  Expense
13--Denver- All day conference with Gunter, Lindsay, Larwell and Todd in re lien cases 25.00
Expense--Meals $2.35, Hotel $2.00 4.35

14--Denver-Greeley- AM train to Greeley, Dictated on lien cases all AM-- 12.50
Expense-- RR. $1.73, meal 65¢ 2.38

15--Greeley- Dictated and worked on lien cases 25.00

16-- " " " " and conferences with Dougherty and others on misc district business-- 25.00

19--Greeley--All day and eve on lien cases at office and with Todd-- 25.00

20--Greeley-Ft.Collins-- All AM on lien cases and took 2PM train to Ft. Collins where filed district answers in re same in Dist. Ct. 25.00
Ex-- RR. $1.68 1.62

21-Denver- Conference with Lindsay and Larwell and Gov. Gunter in re lien cases-Bond Bros. claim on Laramie River ranch- Poudre Valley canal Wyoming suit &c 25.00
Ex-- RR $1.73, meals $2.60, Hotel $2.00 6.33

22-Denver-- AM Conference with Atty. Poppenhusen atty for Bondholders in re purchase of bonds by all owners at 25¢ on dollar-- 12.50
Ex-- $ of meals $2.65 and Hotel $2.00 2.32

23-Denver-- Conference with John E. Field in re Poudre Canon canal survey(tunnel line) for district- went over his draft of report &c Conference with John Kingbury in re his lien case and with Gov. Gunter in re Chicago evidence in lien cases &c 25.00
Ex-- Meals $2.00, RR $1.73 4.53

29--Greeley-Conference with Todd and later prepar- of letter and affidavit to U.S. Dist. Atty. Chicago in re procuring Laramie-Poudre papers, books &c in re lien cases-Misc. district business-- 25.00

Forward(Total for January)$475.00  $25.26
February

Forward from January  

<table>
<thead>
<tr>
<th>Services</th>
<th>Expense</th>
</tr>
</thead>
<tbody>
<tr>
<td>$475.00</td>
<td>$25.26</td>
</tr>
</tbody>
</table>

2-- Greeley-- A.M. Board meeting-- Consultation with Mosier and Eastlack during noon hour--1 hr. consultation with Todd in re reply to answer letter from U.S. District Atty at Chicago  

20.00

3--Greeley--Got out letter to U.S. Dist. Atty at Chicago and forwarded same  

10.00

7--Greeley--Conference with Dougherty, Todd and others in re district matters  

10.00

14--Greeley--A.M. Conference with C.D. Todd and work at office all day and eve on lien cases preparatory to Referee hearing Monday--  

25.00

15--  

25.00

16--Ft. Collins--Hearing before Referee Annie on lien cases at Ft. Collins--all AM FM with Todd at Dist. Ct.--4 to 6 P.M. Conference with Morre, Clark & Fleming at Bank in re Poudre Valley canal and Cobb Lake matters--all eve conference with Fleming (till AM) in re same  

25.00

Ex-- RR. to Ft. & Ret $1.62, meals $2.45  

Hotel $2.00  

6.07

Total for January and February $595.00 $31.33  

31.33  

$626.33
September 4, 1913.

The Greeley-Poudre Irr. Dist.,
Greeley, Colo.

Gentlemen:

This is to advise that I attended District Court at Fort Collins on the 3rd inst at the opening of Court and the setting of cases. Upon my motion the lien cases were passed for the term, but the case of The First National Bank vs. The Laramie-Poudre Company, the District and W.S. Iliff, was set for hearing upon the demurrer and motion on Thursday, September 5. I am going to Denver at the writing of this letter to confer with counsel of The Laramie-Poudre Company and will appear on tomorrow, the 5th at the argument at Ft. Collins, as per your directions.

Very truly yours,

[Signature]

DEC: BB
September 4, 1918.

The Greeley-Poudre Irr. Dist.,
Greeley, Colq.

Gentlemen:

This is to advise that I attended District Court at Fort Collins on the 3rd inst at the opening of Court and the setting of cases. Upon my motion the lien cases were passed for the term, but the case of The First National Bank vs. The Laramie-Poudre Company, the District and W.S. Iliff, was to be set for hearing upon the demurrer and motion on Thursday, September 5. I am going to Denver at the writing of this letter to confer with counsel of The Laramie-Poudre Company and will appear on tomorrow, the 5th at the argument at Ft. Collins, as per your directions.

Very truly yours,

[Signature]

DEC: BB
September 9, 1918

The Board of Directors,
The Greeley-Poudre Irrigation District,
Greeley, Colo.

Gentlemen:— In Re: Elkhorn Right of Way. U.S.
Forest Service.

On the 4th inst. I went to Denver and spent
the day in presentation and argument before Engineer
Pratt of the U.S. Forest Service, of the data concern-
ing available water supply in the Cache la Poudre river,
the power reservations and other like matters concerning
the approval of the Elkhorn right of way application in
accordance with previous suggestion from that department.

Mr. Pratt was extremely fair and doubtless labored
under rather embarrassing conditions, as I surmise, al-
though I do not know, that adverse reports have been filed
by the local supervisor at Fort Collins.

Mr. Pratt made no ruling, as we concluded our
conference at a late hour, but he assured me that
a number of matters were much clearer to him than they
had previously been.

I particularly urged that the U.S. had just as
much interest in preserving the site for power as we did
for irrigation; that the road could be built around the
high water line, or even for that matter abandoned with-
out doing any damage to the country above, as they al-
ready had a very fine highway up the main part of the
Poudre; that the present road constructed through the
Big Narrows would afford all the necessary outlet for
summer tourists and cottagers, but that in my opinion
the road could just as well be built around the high
water line and both the road and reservoir exist at the
same time. Mr. Lincoln, formerly of Weld County,
assistant to Mr. Pratt, being thoroughly familiar with
all the conditions, was of inestimable value to us and
in the event the application is finally approved, we will
be under a debt of lasting gratitude to him, because of
his fair mindedness and frequent suggestions of facts
which had a bearing upon the case.

Very truly yours,

[Signature]

DEC:BB
September 9, 1918.

In Re: Elkhorn Reservoir—Watchman

The Greeley-Poudre Irr. Dist.,
Greeley, Colo.

Gentlemen:

I have thought over the matter of changing the watchman at the Elkhorn reservoir. The more I have thought of the matter the less I have considered it advisable to make any change this fall. We will not need to keep a watchman there over 60 or 90 days and to put a stranger who does not know the local parties and has to adjust himself to local conditions, I believe would be more expensive, cost of moving, instructing him in his new duties, etc., considered, than it would to leave Woland where he is. I would accordingly suggest that Woland be sent back with specific instructions as to what his duties shall be in case of contest. That is, he is to stop all construction at the lines of our property.

Very truly yours,

DEC:BB
R. P. Sedgwick,
Grover, Colo.

My Dear Sedgwick:— In Re: Lease of Laramie River Ranches.

At a recent meeting of the Board of Directors of The Greeley-Poudre Irrigation District, the matter of the leasing of the Laramie River Ranches was brought up and discussed. The Board then informally stated as follows:

That they would be willing to lease to you the upper Boswell or Lower Ranch and the Gleneyre or Middle Ranch on a basis of 50% of the hay and forage annually produced upon each of these ranches and that they would accept a cash rental of $300.00 for the upper or Victor Stuart Ranch.

They further stated that they would consider with you the cost of repairing the existing fences on the upper ranch and constructing any new fences necessary at that point as well as the matter of putting the canals in repair so as to carry water.

They of course would like to have a conference with you and various details would be arranged at that conference and leases drawn accordingly.

If these general terms meet your approval, I would suggest that you advise the Board at your earliest possible convenience and that you meet with them at an early date and conclude arrangements with them, as others are figuring on these ranches.

Very truly yours,

DECEMBER
My Dear Sedgwick:-

In Re: Lease of Laramie River Ranches.

At a recent meeting of the Board of Directors of The Greeley-Foulde Irrigation District, the matter of the leasing of the Laramie River Ranches was brought up and discussed. The Board then informally stated as follows:

That they would be willing to lease to you the upper Boswell or Lower Ranch and the Gleneyre or Middle Ranch on a basis of 50% of the hay and forage annually produced upon each of these ranches and that they would accept a cash rental of $200.00 for the upper or Victor Stuart Ranch.

They further stated that they they would consider with you the cost of repairing the existing fences on the upper ranch and constructing any new fences necessary at that point as well as the matter of putting the canals in repair so as to carry water.

They of course would like to have a conference with you and various details would be arranged at that conference and leases drawn accordingly.

If these general terms meet your approval, I would suggest that you advise the Board at your earliest possible convenience and that you meet with them at an early date and conclude arrangements with them, as others are figuring on these ranches.

Very truly yours,
September 9, 1918.

The Board of Directors,
Greeley-Poudre Irr. Dist.,
Greeley, Colo.

Gentlemen:—

First Nat'l Bank of Ft. Collins
vs. L-F R. & I. Co., The Greeley-
Poudre Irr. Dist. and W.S. Iliff.

This is to advise that on Thursday, the 5th inst.
I went to Fort Collins, where I participated with counsel
for W.S. Iliff in the argument upon the Demurrer and Motion
to Strike filed by the defendants in the above case.

It gives me pleasure to state that at the con-
clusion of the argument Judge Graham sustained the Demurrer
and ruled that The First National Bank must bring in all
of the stockholders of the Laramie-Poudre Reservoir & Irr.
Co., who were interested in the trust funds in Iliff's
hands, as parties defendant and that they should be served
with process. He reserved ruling on the remaining points
covered by the demurrer and the motion to strike.

The First National Bank was allowed 15 days within
which to file an Amended Complaint and defendants 15 days
thereafter within which to plead or answer. Owing to the
press of business and my trip to Denver on the 4th inst.
I was compelled to prepare for this argument during the
afternoon of the 2nd and the nights of the 3rd and 4th.

Very truly yours,

DEC:BB
September 9, 1918.

The Board of Directors,
Greeley-Poudre Irr. Dist.,
Greeley, Colo.

Gentlemen: In Re: Elkhorn Reservoir-
Poudre Valley Highway Conflict.

On Tuesday the 3rd inst. I had a conference with
the Board of County Commissioners of Larimer County relative
to their plans concerning the construction of the Poudre
Canon highway through that portion of the canon to be
occupied by the Elkhorn reservoir.

They advised me that their present intentions are
to complete the work they are on at Big Narrows, which they
stated will be done within the next thirty days, and in the
meantime to continue to survey the route up the canon along
the line originally contemplated, that is, along the river
bank.

I advised them that we owned the patented land at
the reservoir dam site and for a considerable portion of the
reservoir basin; that we now and always had proceeded in
good faith towards ultimate construction of this reservoir
and that the necessities of our District required the con-
struction of the reservoir and that if forced so to do we
must defend our rights to the limit.

They replied that the matter of our recent claims
came as a surprise to them; that they were advised by the
U.S. Forest Service supervisor, Wheeler, at the time they
began the construction of this road from Hulett Gulch up
the canon, that all reservoir and other filings had been
cleared and that they had clear sailing for their road;
that they were surprised at our recent claims and that it
interfered with their whole plan.

I replied to the effect that the original plans for
the canon road, as we had been advised, were that the road
should be constructed from the mouth of Poudre Canon to
Hulett Gulch and up that gulch to the present State road
near the Jack Currie Ranch; (this fact is also borne out
by their records which show that the first road was only
laid out to Hulett Gulch and thence up the gulch to Currie's);
that it came as a complete surprise to us when we were ad-
vised that they were tearing down the walls of rock at
the Big Narrows and had they but merely done us the courtesy to drop us a postal card or call us by phone, we would have gladly advised them just exactly what our plans were in that vicinity, but that of course not having been advised of their change of plans we were utterly in the dark as to the change until during the last year when of course we had taken steps to protect our interests. I did not state that we had taken steps prior to the last year, as that is a matter of no concern to them.

They in effect stated that they intended to go ahead with their plans as they had laid them and I stated to them that we of course under such conditions would be compelled to defend our rights, as the loss of the reservoir would forbid the reclamation of the Greeley-Poudre District lands and that if driven, of necessity we would pursue the defense to the last extremity, although we had no intention of starting anything and merely asked to be let along in the development of a reservoir, the surveys of which had been completed and were well known to them long prior to the time they commenced construction upon the first road built in the canon.

Much conversation took place back and forth, all of it along pleasant lines, but each party nevertheless understanding the seriousness with which the other spoke, with a final outcome that they stated that they were going to continue their surveys above the Big Narrows in the immediate future and that they would have County Surveyor Edwards determine the feasibility and cost of constructing a highway around the high water line of the reservoir and that they would report the result of his investigation. They stated that they thought it would be nothing but proper that we pay for whatever additional cost would be occasioned between the construction of the high water line road and the road as at present laid out. I neither consented nor disagreed with this, but stated that the matter would have to remain an open question until all the facts were before us, at which time we would try to get together and adjust the matter along lines that would protect the interests of all parties.

They were quite annoyed over the idea that they could not build a road down Elkhorn Creek because of interference by our reservoir. I called their attention to the fact that they would have to go up grade in any event to pass up Elkhorn Creek and that
they might just as well make the ascent between the reservoir dam and the Big Narrows as to wait until they arrive at Elkhorn Creek. They replied that the cost of constructing the road on the mountain would be much more than that of constructing the road in the canon, but I called their attention to the number of bridges in the canon which to some degree modified their ideas.

I am writing you this letter as supplemental to the previous letter along this line in order that the facts may be placed as fully as possible before you and be preserved in your files in order that at some future date they may not come forward and say that they had no conference with me or that our conversation was other than that which actually took place.

Very truly yours,

DEC:BB
October 9, 1918.

Board of Directors,  
The Greeley-Poudre Irrigation Dist.,  
Greeley, Colo.

Gentlemen:  

In Re: Budget for 1919

Pursuant to your request I have considered carefully the various items of expense which will be attendant upon the operation of your Irrigation District System during 1919, the protection of your property in the Courts; directors' expenses; office expenses and other items properly to be considered in arriving at your estimate of the taxes to be levied upon the District lands during 1918.

I attach hereto an outline of a Budget for your consideration and revision.

The problem which confronts you for 1919 is one without a parallel in your history.

Prior to 1918 all operating expenses on your water system were offset with a safe margin (with the exception of one year) by income from water rents. Under your 1918 agreement with the Pierce Committee you agreed, in consideration for their expenditures toward construction of the Greeley-Poudre canal, to furnish them water for two years at the head of Pierce Lateral free of charge. This agreement has the following effect upon your finances for 1919:

(1) All income from water rents is cut off;

(2) Carriage charge through the Poudre Valley canal is added to former expenses;

(3) All cost of operation and maintenance from The Upper Rawah to the head of Pierce Lateral is imposed upon you as an additional burden without any income to offset any item of the same. Added to this is extreme scarcity of labor with prevailing higher prices and wages for same as well as for all material used.

During 1918 you were able to carry with the purchase of rights of way, the greater burden of maintenance and operation expenses of your system, somewhat of construction upon your system and increased legal expenses attendant upon the purchase and settlement of rights of way and bring-
ing of suits necessarily incident to clearing up your system, all this and many other additional items you are able to carry by reason of the accumulated excess balance of $8797.30 on hand January 1, 1917, and from the redemption of several thousand dollars of delinquent taxes heretofore struck off to the County and the District. These funds, however, have been expended upon your system and in the general routine of your business.

You enter 1919, however, without any surplus, with delinquent taxes cleared up and with no source of revenue (other than Laramie River ranches) from which to obtain finances additional to those which may be collected by taxes during 1919. The several items which I have included within the attached Budget have been made to conform in many respects with the expense of similar items during 1917, the 1918 financial report not being available.

Item (1) Directors and Secretary, and item (2) Miscellaneous office Expense, follows the 1917 expenditures.

Item (3) Taxes and interest on property, follows the 1917 expenditures and does not include payment on principal or interest on the Curry property, which is included in the Elkhorn reservoir right of way.

The $1130 included in item (3) all pertains to the Laramie River ranches. You might be safe on assuming that the Laramie River ranches will carry their own burden during 1919 and eliminate this item from your Budget.

Item (4) U.S. rights of way and permits, includes approximately the amount due on outstanding permit with the U.S. Forest Service and an additional $250.00 estimated cost for railroad fare, etc. which will probably be required to clear up the Elkhorn tunnel and other like U.S. rights of way now delayed and causing considerable annoyance with the U.S. Forest Service Bureau. Unless this Bureau changes its "dog in the manger" attitude, it will be necessary to make a trip to Washington to argue the matter before the head of that Department and many other unforeseen like expenses may develop which should be provided for in advance.

Under item (5) -Rights of Way-General-- you will note I have included the Elkhorn reservoir Curry contract payment of $1000 plus interest at 8% per annum on outstanding $4000. Also cost of purchase of right of way from State of Colorado across the School Section at the head of Greeley-Poudre canal. This last item is very important, if the same should be purchased by The Poudre Canon Irrigation Company they would control the head of your canal and the right of way lies open for purchase by anyone, even your worst enemy, and should be taken c
taken care of speedily as possible. The Blackhollow drop and miscellaneous item of $1010.00 should be provided for to face the contingency that the owners of the land across which the waters now drop into Pierce Laterals should seek to restrain you from so doing by injunction. You cannot safely count upon their continued indifference to this matter. In the event this does not occur, then you will be this much ahead unless you have to draw from this fund to take care of miscellaneous rights of way which you do not now foresee.

Item (6) - Engineering Expense attendant upon system, $500.00, should cover miscellaneous engineering for 1919. Some Engineering expense will be imperative at various points along the line of your system.

Item (7) - Legal Expense, etc., $1500, should cover all of the expense included in this item in the Budget, unless something unforeseen develops. If we are forced to a trial of the McIlwae liens, or are required to take the adjudication cases at Fort Collins to the Supreme Court or other like probable contingencies occur, you will probably have to draw on your contingent fund as well as this item to cover the expense. On the other hand, if all litigation is held in abeyance and you pass through a quiet uneventful year, the item of expense will be lower than the amount suggested.

Under item (8) - Operating and Maintenance of Irrigation System- I have also included the structure at the head of the Greeley-Poudre canal and the repairs on the banks of that canal where the same are too low to safely carry water. The labor items included within this general item may one or more of them be combined or they may be readjusted as the occasion requires. While item (8) is very large you are confronted with the fact that you must keep up and maintain this ditch and that if you do not you will find yourself falling down on your contract with the Pierce people and possibly subject to heavy damages from adjoining land owners.

Item (9) - Contingent and Miscellaneous Expense- includes such items as you have not been able to cover in the previous items or overflow from any thereof.

Item (10) - Unpaid Warrants from 1918- I am unable to give the amount, and hence leave the same in blank.

The Budget as prepared, exclusive of item (10) amounts to $19,705.00. When 15% is added to this item it would amount to $22,650.00, or more than 20 cents per acre on all deeded lands in your District. 20 cents per acre is probably the limit that you will feel that you an levy and you should consider which of the items you will reduce or eliminate.
The income from the Laramie River ranches is very uncertain. If you attempt to depend upon this income you will find yourself confronted with the registering of warrants. You had better not lean upon this fund and if there is any excess from this fund by all means use the same to clear up the outstanding debts, first of all the Bond Bros' debt, second, the debt on the McIntyre Ranch and third, the debt on the Gleneyre Ranch. I mention the McIntyre Ranch in preference to the Gleneyre for the reason that the Laramie-Poudre bonds do not cover the McIntyre ranch, while they do cover the Gleneyre ranch.

I again call your attention to the fact that you will have no surplus revenues or source of finance during 1919. No matter how much you may shrink from increasing your levy, you have the alternative of either increasing the levy or closing down your institution. The law forbids your issuing excess warrants, except in cases of emergency and then upon authority of a certain percent of the electorate. You cannot enter upon 1919 in any haphazard fashion. If you failed to deliver water in that year, the future of your System will be irreparably injured. If you make good in 1919, it is fair to presume that you will be able to continue the construction upon the canals of your system and ultimately work out your project.

Very truly yours,

DEC:BB
Greeley, Colo. Nov. 8, 1918.

The Greeley-Poudre Irr. Dist.,
Greeley, Colo.

Gentlemen:-

I enclose herewith:

Letter and bill Thompson Grocery Company in re: supplies furnished for West Portal of tunnel $316.58.

Letter of Forest Ranger Estes Park in re: bill for telephone.

The latter of these is particularly important and they both should be looked after as quickly as possible.

The tax certificates which you still have on hand were being endorsed for the 1917 taxes during the fore part of this month and the latter of October and I was unable to gather them together for sale to Mr. Hoffman. I am in Denver on the Republican River brief and if you will see Mr. Hoffman at the Greeley Loan Company he will take up your certificates at any time at face. Be sure to reserve those certificates necessary to protect McGrew Reservoir, and the other rights of way and properties of the District.

Very truly yours,

[Signature]

DEC:BB
Greeley, Colo. Nov. 8, 1918.

Mr. J. Ryan,
U.S. Forest Ranger,
Estes Park, Colo.

Dear Sir:-

I am in receipt of a copy of your letter of the 7th inst. to the Secretary of The Greeley-Poudre Irr. Dist., and have written them requesting their immediate attention to this item.

Two of the members of the Greeley-Poudre Board have been afflicted with the influenza and the third member is a physician whose entire time has been taken up in combating the disease.

Very truly yours,

[Signature]

DEC: BB
Greeley, Colo. Nov. 3, 1918.

Thompson Grocery Company,
Fort Collins, Colo.

Gentlemen:

In reply to yours of the 7th inst. enclosing bill to The Greeley-Poudre Irr. Dist., will state that I have forwarded your letter to the District with request for immediate attention.

Two of the members of the Board have been inflicted with Spanish influenza and the third member is a physician who has been compelled to give his entire attention to combating the disease. Hence the delay.

Very truly yours,

DEC:BB
Greeley, Jan. 6. 1919.

Judge Neil F. Graham.

Ft. Collins, Colo.

My Dear Judge Graham:

I am leaving for Washington to argue the Republican River case before the Supreme Court tomorrow evening and do not know when I shall be able to return. On or about the 10th. of February I probably will have to argue the South Platte case before Judge Lewis, although the argument may be put off until the latter part of the month and possibly over into March, but in any event it will keep me grinding to be equal to the occasion when it comes.

Under these circumstances may I ask that all cases in which I am interested go over the term? None of them, so far as I recall are pressing for attention and I do not see how I could reach them if they were.

Very truly yours,
January 27, 1919.

The Greeley-Poudre Irr. Dist.,
Greeley, Colo.

Gentlemen:— In Re: Elkhorn Resv. U.S. Rt of W.

Pursuant to direction of your Board, I took up the matter of the granting of Right of Way for Elkhorn Reservoir over United States lands with the Department of the Interior and Forest Service at Washington, D.C. during the fore part of this month.

Counsel for the Forest Service had reported to the Department of Lands of that Service that it would be necessary for the President to make further power withdrawals within the reservoir site before final approval and that the matter should be held up pending such withdrawal. I spent the better part of two days with Mr. Squire, Chief of this Department, during which we went over the matter very thoroughly and as a result of which I forwarded all of the papers to the Department of the Interior for their action.

I then took up the matter with Mr. Dudley and Mr. Nevins of the division of rights of way of the General Land Office, with the result that they passed the matter to the Commissioner of the General Land Office for his action. I took the matter up with the private secretary of the Commissioner, but found the Commissioner absent on a Western tour. On last night, having heard that Commissioner Tallman could be seen at Cheyenne, I took train to that city and had a conference with him at the Plains Hotel, which resulted in the promise that immediately upon his return to Washington he would submit the matter for the President's signature, after which we will be advised of the action of the President, at which time the District should execute new agreements as of the old deed form and forward the same forthwith to Washington, when the same will be taken up by the Department and finally concluded. The absence of the President in Europe may delay matters somewhat.

Very truly,

[Signature]

DEC:BB
January 27, 1919.

The Greeley-Poudre Irr. Dist.,
Greeley, Colo.

Gentlemen: In Re: Water Supply and Storage Co.,

I beg leave to advise that the Supreme Court has affirmed the decision in the above case, known as the "Longpond-Black Hollow" transfer case. This denies the right of the Storage Company to transfer the decree for Long Pond Reservoir to Black Hollow Reservoir to the detriment of the District and the other water consumers who contested the case.

Very truly yours,

DEC: BB
January 27, 1919.

The Greeley-Poudre Irr. Dist.,
Greeley, Colo.

Gentlemen:-- In Re: Wyoming vs. Colorado.

I beg leave to advise that several conferences with the Clerk of the Supreme Court at Washington failed to shed any light upon the delay of the decision in the case of Wyoming vs. Colorado.

The Clerk is as much at a loss to account for the delay, as we are and stated that while an opinion might be handed down at any time there was no certainty of the date.

Very truly yours,

DEC: BB
January 27, 1919.

The Greeley-Poudre Irr. Dist.,
Greeley, Colo.

Gentlemen:

In Re: R. of W. Tunnel and Mt. Ditches.

Pursuant to your direction, while in Washington during the fore part of this month, I conferred with the United States Forest Service and officials of the Department of the Interior relative to an early approval of your application for Rights of Way for The Greeley-Poudre Tunnel, Link Lakes reservoirs, the Three Collection ditches and the canal from the McIntyre Creek to Rawah Creek.

The day before my departure I was advised that these rights of way had been approved by the Forest Service and forwarded by Mr. Squire to the Department of the Interior for final action and that we would doubtless receive notice of the final approval of the rights of way during the next twenty or sixty days.

Very truly yours,

[Signature]

DEC:BB
March 14, 1919.

The Greeley-Poudre Irr. Dist.,
Greeley, Colo.

Gentlemen:— In Re: Condemnation proceedings—
Poudre Valley canal, Douglas Reservoir, etc.

Pursuant to your direction, on Wednesday,
March 5th, at 8:30 P.M. Condemnation Proceedings were
commenced in the District Court at Fort Collins against
the Poudre Canon Irrigation Company for the condemnation
of the Poudre Valley canal, all claims of extension and
right of way beyond the Poudre Valley Canal, Cobb Lake,
Douglas Reservoir and the appropriations of water for
that reservoir.

Lis Pendens was filed in the Clerk's office
at 8:50 P.M. of that day, although I am advised that the
Clerk officially noted it as having been filed at 8:00
A.M. on the morning of the 6th for the reason that his
books were closed for the 5th and he had merely opened
the office for the purpose of permitting us to file
at the time we did.

Your Secretary, Mr. Sanders, was present at the
filing of both documents in the proper offices and the
fees were paid by him directly by District warrants.

You will note that condemnation proceedings
were not filed against the site of Cobb Lake Reservoir.
This is the case by reason of the fact that the title
of that reservoir site is in two or more persons and
will have to be looked up and the record owners ascer-
tained before condemnation proceedings are commenced.
Part of the site is owned by Mr. Clark Moore and Fort
Collins associates, part is owned by The Poudre Canon
Irrigation Company and part by other parties. In order
to complete your general plan of condemnation proceed-
ings, such proceedings should be commenced against this
site and I will proceed so to do whenever you direct.

Very truly yours, 

[Signature]
March 14, 1919.

The Greeley-Poudre Irr. Dist.,
Greeley, Colo.

Gentlemen:

In Re: Elk Horn Reservoir.

Pursuant to your instructions on Tuesday, March 4th, I completed arrangements with Engineer Wm. McAnelly of Fort Collins and with the County Commissioners and County Engineer of Larimer County, whereby it is agreed that Engineer McAnelly shall be your representative, at the usual compensation, for the purpose of investigating the highway situation at Elkhorn Reservoir. The County Engineer and McAnelly are to ascertain:

1st-The cost of construction of the highway up through the reservoir site as contemplated by the County Commissioners;

2nd-The cost of the construction of a highway around the high water line of the reservoir on the south side, if feasible, and if not feasible on that side, then on the north side. They are to report to the commissioners and to you and I told them that it would be agreeable if their figures were within 5% to 10% of the probable cost, as we did not wish them to go into so detailed a survey as would be required to get within less than 5%, although we did not wish for an estimate which would exceed 10% either way from the probable cost.

These engineers, it is understood, are to go up the canon at their convenience and as the weather will permit and are to report as soon as possible.

Very truly yours,

[Signature]
March 14, 1919.

The Greeley-Poudre Irr. Dist.,
City.

Gentlemen:— In Re: Cobb's Right of Way.

The deed to the Cobb's right of way has never been delivered. The reason, as I have frequently called to your attention, is that the terms which you and Mr. Annes entered into at the time of your conference at Fort Collins, have never been complied with. You were to construct a bridge on the Cobb's farm east of the house for the private use of the land owners and another flume was to be installed. This flume is on the ground and Mr. Cobb's representative states that he will install it for $30.00.

If I were you I would accept the man's offer for the installation of the flume and arrange for the construction of the bridge at once. It is very imperative that this right of way be secured at once owing to the litigation which has lately been forced upon you by the treacherous sale of the Poudre Valley canal, Cobbs Lake, etc. by the former owners.

Very truly yours,

[Signature]

DEC: BB
March 14, 1919.

The Greeley-Poudre Irrigation Dist.,
Greeley, Colo.

Gentlemen: In Re: operation Greeley-Poudre Canal, 1919.

I beg leave to remind you that you should make immediate arrangements for your employees who will be called upon to operate the Greeley-Poudre canal during 1919. If you delay this matter any length of time you will find that all the good available men have been picked up by other people and that you will have to take the leavings. You will remember that this has been your experience year after year on the rest of your system. You have delayed the matter of arranging for your employees with the result that we have had to take whoever we could get and then those of us who employed these men have been subjected to criticism because of their employment, while, if it will be recalled, it was the condition that confronted us that brought about the employment of the individual in nearly every instance.

Mr. Koenig told me a few minutes since that the Pierce Lateral people had done all the work they were going to on the Greeley-Poudre canal and that we could accept or reject it as we saw fit; that they were done in any event and that they would not fix any more bridges, put in any more flumes or do any other work.

If this condition confronts you, you must immediately arrange for a good practical experienced ditch man to take charge of this canal and put in the needed repairs before you are called upon to run water. Every other ditch company is working now and if natural conditions require that other companies work now they must likewise apply to you. This is not a matter than can be delayed at your next meeting because if you do it will be a month or two before you get around to it.

The only available man I know of is Isaac Ball, who has been Ditch Superintendent of the extension of No. 2 ditch for a number of years and who has lately been superseded by another man. He is faulty in that he is a man that is more or less illiterate and is inclined to get mad quickly and talk rough and loud to even those with whom he is associated, thereby causing so much offense to one man during the last summer that it resulted in his dismissal. Taken as a whole, however, he
averages up about along with the general run of men who are still working for wages and have "ditch sense". He can put your canal in repair and run it all right. From time to time he may get mad and swear to goodness he is going to quit you that evening, but next morning he will be on the job pecking away, as his wife has more good business sense than he has.

Now I am not urging this man upon you and am going to say now that I do not expect to urge any man as an employee this coming year, neither am I going to be responsible for the employment of any more men for the reason that I don't think it incumbent on me to take any such responsibility. I am simply suggesting that this man might be available and you can take him or leave him after your own investigation.

Whatever you do, however, must be done at once; the bridges at Wellington are in a bad way and the right of way across the Cobb land has never been settled by reason of the controversy over the flumes and bridges. Owing to the controversy that has developed between you and the recent purchasers of the Foudre Valley canal you will have to be on the lookout and clear up all your rights of way at once. Your ditch will doubtless need some going over and the division gate at the head will have to be reconstructed, so you have plenty of work for a good man right away and the sooner you do it the better it will be. Do not leave this matter until April, May, or June, because if you do you will suffer from every angle.

Very truly yours,

[Signature]

DEC '55
Greeley July 4, 1919.

The Greeley-Poudre Irrigation Dist. Re District Taxes.

Greeley, Colo.

Gentlemen:

I take pleasure in advising you that by recent decision of the Colorado Supreme Court in the case of

Interstate Trust Co. vs. Montezuma Irr. Dist.

161 Pac. 123

it has been decided by the court, sitting en banc, and without dissent, that irrigation district taxes are local improvement or special assessment taxes and not general taxes. In other words that each acre in the district may only be called upon to pay its proportionate share of the district taxes. This decision annuls the holding of the United States Circuit Court of Appeals in the case of Norris v. Montezuma Irr. Dist. 246 Fed. 369, wherein I appeared as your counsel amicus curiae and took a position on brief in harmony with the now present ruling of our state Supreme Court. In the present case Mr. Melville of Denver appeared for the creditors and against the interests of the district and was overruled. Mr. Nowry of Cortez appeared for the district.

I regret to advise further that our state Supreme Court has recently held that the County Treasurer may receive state, county and school district taxes without requiring the payment of irrigation district taxes.

Very truly yours,

[Signature]
Greeley July 4, 1919.

The Greeley-Poudre Irrigation Dist.  
Greeley, Colo.

Re District Taxes.

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I regret to advise further that our state Supreme Court has recently held that the County Treasurer may receive state, county and school district taxes without requiring the payment of irrigation district taxes.

Very truly yours,

[Signature]
Greeley, July 23, 1919.

Walter Greenshield, Wilber
Zeigler and Elmer Swanson,
Greeley, Colo.

Gentlemen:

This is to confirm our arrangement of the 22nd. whereby you are engaged by the Greeley-Poudre Irrigation Dist. to go from Greeley to the Laramie River to work on fence construction of the ranches of the district.

Take the 6 AM train to Ft. Collins. There take the auto stage for Home, Colo. and advise the driver that I made arrangements with his company to take you on from Home to the East Portal of the tunnel. Mr. Duval who is our representative at the tunnel will show you the way over the mountain to the Laramie river. On reaching the Laramie River follow the stream down 3 miles to Where Mr. Cole lives at what is known as the Engineer's Camp. You will there report to Mr. Cole who has charge of the fence work. You will stay with Mr. Cole who will board you and furnish you a place to stay.

Your wages will be $5.00 per day while working, you to pay Mr. Cole $1.00 per day for your accommodations making you $4.00 net per working day. In case you are not working any day from rain or like cause, we will pay your board but you draw no wages for that day. Your wages begin when you leave Greeley (allowing one day for travel to Mr. Cole's) and ends when you cease work. We pay your transportation from Greeley to the tunnel and your return transportation if you remain until the work is finished.

Very truly yours,

THE GREELEY-POUDRE IRRIGATION DIST.

Atty.
Greeley, July 23, 1919.

Rocky Mt. Parks Transportation Co.,
La Porte Ave. Garage,
Ft. Collins, Colo.

Gentlemen:

The Bearer, Mr. Greenshield, and two others are employees of The Greeley-Poudre Irrigation Dist. for whose transportation to the East portal of the Greeley-Poudre tunnel, above Home, Colo., I arranged with your manager by phone.

Kindly take these gentlemen to the tunnel today and send bill to us.

When they return from that district you may transport them at our expense if they have a note to that effect from either Mr. Cole or Mr. Duval.

Very truly yours,

THE GREELEY-POUDRE IRR. DIST.

By [Signature]
Att'y.
November 26, 1919

The Board of Directors of
The Greeley-Poudre Irr. Dist.,
Greeley, Colo.

Gentlemen:— In Re: Lien suit District Court—
Ft. Collins.

Pursuant to the order of Court appointing
the referee in the consolidated lien cases of McGillwee
and others vs. The Greeley-Poudre Irrigation District,
all parties met at Fort Collins, Friday, November 21,
at ten A.M. for the purpose of arranging further pro-
ceedings in that matter.

An order was entered by the referee requiring
all amendments of pleadings to be completed or filed on
or before December 31st, 1919, and all further pleadings
adverse to new or amended pleadings to be filed by
January 25, 1920, at eleven o'clock A.M., at which
date all parties are again ordered to appear to set
the cases for hearing.

As I have previously suggested to you, these
cases are so involved and the legal problems are of
such a nature that I deem it advisable for you to
employ some additional counsel on behalf of the Dis-
trict. The combined lien claims amount to a large
sum of money and the Board of Directors should spare
no pains to cause the District's defense of these
claims to be presented in the best and most thorough-
going manner. I feel that some additional counsel
should be obtained whose special business it will be
tolook after the District's interests in these cases,
assuring you that such employment will in no way
cause me to relax my efforts in your behalf. There
are many matters concerning which I wish to advise
with others of the legal profession and I do not
feel that it would be just or right either to my-
self, other counsel or to my client for me to advise
at length with other attorneys and to utilize their
services and time without compensation from the Dis-
trict.

At the last meeting I conferred by phone with for-
mer Judge R. G. Strong, now of Denver, Colo., relative
to the possibility of his employment. I am in re-
ceipt of a letter from his firm of date Nov. 21, 1919,
asking an advance retainer of $1000.00 with service
G.F. Irr. Dist. #2.

charge of $50.00 per day, plus expenses and miscellaneous service charge of $5.00 per hour, further sums of $500.00 to be made from time to time as itemized bills of service and expenses are forwarded to the District.

I submit this matter for your consideration and would suggest that you confer with counsel at Greeley before making employment. While I appreciate the ability of Judge Strong and his associate, Mr. Hecox, nevertheless you may be able to make arrangements with local counsel upon more favorable terms.

In any event I respectfully urge that this matter be taken up and disposed of at your earliest possible convenience. Time is of extreme value now and all our pleadings must positively be carefully drawn and filed with the Clerk of the County Court before Dec. 31st.

Very truly yours,

[Signature]

DEC: 3B
November 25, 1919.

Board of Directors of
The Greeley-Poudre Irr. Dist.,
Greeley, Colo.

Gentlemen:

Pursuant to your direction, Sec. W. H. Sanders and I attended the meeting of the postponed annual meeting of the carriage-holders of the Pierce Lateral held at Ault, Colorado, Nov. 22, 1919, at one o'clock P.M.

At the meeting an assessment of $15.00 per carriage right was assessed to cover the anticipated expenses, maintenance, operation, etc. of the Pierce Lateral during the coming season of 1920. The Committee in charge already having on hand over $500 from last year's $20.00 assessment.

Messrs. Molander, McCall and Walker were elected committeemen to have charge of the management of the Pierce Lateral during 1920 and also were given authority to borrow additional money to that raised by the assessments to cover any Engineer's expenditures etc.

I did not vote the 48.65 carriage rights belonging to the Greeley-Poudre Irrigation District and stated that I was there in an advisory capacity. I offered to vote this stock on the subject of committee-man, but was refused, owing to the fact that I was out of the room for a few moments during which time the ballot closed. I then had the minutes show that the Greeley-Poudre carriage rights were not voted at the meeting.

I served notice upon Mr. Hasbrock, Secretary and all parties present that none of the 48.65 rights on the Pierce Lateral belonging to the Greeley-Poudre Irrigation District should be rented to any person for 1920 until further notification from the Board of Directors of The Greeley-Poudre Irrigation District, advising of the number for rent and the rental charge to be made.
My object in doing this was two-fold, first, the District must reserve these rights to protect its water consumers of the "Fierce Committee" in the event that the water from the Greeley-Poudre system is again sold to the Pierce people during 1920, second, it will be necessary for the District to receive a fair rental for their carriage rights during 1920 and to have these receipts placed to the credit upon the books of the committee in order to off set the difference between $5.00 per right and the assessment of $15.00 per right on the 100.35 shares held by other parties. Under their contracts these parties are only obligated to pay $5.00 per carriage right. They are, however, paying $15.00 per carriage right and last year paid $20.00 per carriage right. In other words, this year they are advanced $10.00 per carriage right and last year $15.00 per carriage right in order to keep the canal going. This they have done under a former arrangement with The Laramie-Poudre Company to the effect that if the 100.35 contract holders would take charge of the canal and run it any excess over $5.00 per right would be made up to them later, either from rent of 43.65 rights now belonging to the District or by direct repayment in money.

It is high time that The Greeley-Poudre District is stopping the accumulation of indebtedness and the time has also arrived when the old indebtedness should be liquidated as rapidly as possible. With this object in view I withdrew the water rights from rent until you had determined first of all whether you would rent the water to the Pierce people and second, if you do not rent the water to the Pierce people, then what rental charge you would require be collected on your rights from any who might want to use them.

I am advised by Mr. Molander and Mr. Hasbrock that carriage rights in the Pierce Lateral have a market value of $500.00 each. In discussing with them a fair rental value we all concluded that a net rental charge of $30.00 per right (6% on $500.00) per annum would be reasonable and just, the party renting the right to also pay the annual assessment levied against the right. In other words, for 1920, the party renting the right should deposit with the Secretary of the Pierce carriage right committee the sum of $45.00, $15.00 for the annual assessment and $30.00 to go to the credit of the Greeley-Poudre Irrigation District. If all of the District rights could be rented at this figure it would stop all accumulation of debt hereafter and would begin to liquidate the past indebtedness.
I am writing you thus at length in order that you may be fully advised of conditions and I respectfully urge that no matter who uses the water for 1920, they should be required to pay the sum of $45.00 per carriage right to be applied as above stated.

Very truly yours,

[Signature]

DEC:BB
April 1, 1920

The Greeley-Poudre Irr. Dist.
Greeley, Colo. to Delph E. Carpenter, Dr.

To Services and expense for March:

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Services</th>
<th>Expense</th>
</tr>
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<tbody>
<tr>
<td>3/1</td>
<td>Greeley: Meeting of Board of Directors</td>
<td>$25.00</td>
<td></td>
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<tr>
<td>2</td>
<td>Ft. Collins: Opening of March term Dist. Court-Attended to setting of motions &amp;c. in Greeley-Poudre cases</td>
<td>25.00</td>
<td>2.27</td>
</tr>
<tr>
<td></td>
<td>Ex-RR: $1.62, lunch 66¢</td>
<td></td>
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<tr>
<td>3</td>
<td>Greeley: One Half day conference with Allyn Cole, Secretary of State Irrigation Dist. Committee in re situation in re Greeley-Poudre Irr. Dist.</td>
<td>23.50</td>
<td></td>
</tr>
<tr>
<td>11 &amp; 12</td>
<td>Ft. Collins: At Greeley-Poudre office with Secretary Sanders AM of 11th. checking conveyances for rights of way and Poudre Valley 1918 contract - PM to Ft. Collins where argued motions to strike parts of complaint in case of FIRST N. Bk vs Iliff and Greeley-Poudre- Motions sustained. Conference to 7-30 PM with atty Lee over Elkhorn Res. case and with T. J. Montgomery in eve in re same</td>
<td>25.00</td>
<td>5.97</td>
</tr>
<tr>
<td></td>
<td>Ex-$1.62, meals 2.35, hotel $2.00</td>
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<tr>
<td>12</td>
<td>Conference in re lien case to 10 AM and remainder of day with R.W. Fleming, &amp; L.C. Monre in re settlement of controversy with Grest Nor. Water Supply Co. and with Jack Currie over tax titles on Cowan tract at Elkhorn</td>
<td>25.00</td>
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<tr>
<td></td>
<td>Ex-RR $1.62, meals $1.45</td>
<td></td>
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<tr>
<td>13</td>
<td>Ft. Collins: Conf. with Fleming in re PV canal and Cobb Lake settlement</td>
<td>12.50</td>
<td>3.07</td>
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<tr>
<td></td>
<td>Ex. RR $1.62, meals $1.45</td>
<td></td>
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<tr>
<td>18</td>
<td>Greeley: Conferences with Secretary and Dir. Ahlstrand and preparation letters in re 1920 use of poudre Valley Forward</td>
<td>10.60</td>
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<tr>
<td></td>
<td>$155.60</td>
<td>11.31</td>
<td></td>
</tr>
<tr>
<td>Date</td>
<td>Activity Description</td>
<td>Services</td>
<td>Expense</td>
</tr>
<tr>
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<tr>
<td>3/23</td>
<td>Greeley - Board of Directors meeting - Ball and Pierce Com. in FM. - Consult Dougherty in re ranches - Letter to State Game Com. in re Dowdy and Twin Lakes &amp;c</td>
<td>$135.00</td>
<td>$11.31</td>
</tr>
<tr>
<td>24</td>
<td>Greeley - All day briefing on mechanics lien cases - With Todd AM.</td>
<td>25.00</td>
<td></td>
</tr>
<tr>
<td>26</td>
<td>Ft. Collins - Conference with L.C. Moore, Evans and Fleming in re carriage of 1920 district water thru PV. canal - All day and until 7-30 PM. - Concluded contract. Also conference with regard to trespass upon canal &amp;c</td>
<td>25.00</td>
<td>11.30</td>
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<td></td>
<td>Ex. auto $9.60, meals &amp;c 170</td>
<td></td>
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<tr>
<td>27</td>
<td>Greeley - Worked on lien cases</td>
<td>25.00</td>
<td></td>
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<td>28</td>
<td>&quot; &quot; &quot; &quot; &quot; &quot; &quot; &quot; &quot; &quot; &quot; &quot;</td>
<td>25.00</td>
<td></td>
</tr>
<tr>
<td>29</td>
<td>Ft. Collins - With Todd on argument before &amp; Referee Annis on demurrers by district to complainants and cross complaints in mechanics lien cases - All parties represented and participated - Matter taken under advisement by referee to May 4. Interviewed Frank Harrington in re J.M. Cobbs right of way deed on return to Greeley eve of 30th.</td>
<td>50.00</td>
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<td></td>
<td>Ex-auto(2) $9.60, meals 3.48, hotel $2.00</td>
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<td>15.05</td>
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<td></td>
<td>Totals - - - - - -</td>
<td>$310.00</td>
<td>$57.66</td>
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<td></td>
<td></td>
<td>37.66</td>
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<td></td>
<td></td>
<td>$347.66</td>
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</tbody>
</table>
January 6, 1920.

Board of Directors,
The Greeley-Poudre Irr., Dist.,
Greeley, Colo.

Gentlemen:—In Re Condemnation Poudre Valley Canal, etc.

As you will recall, at the time the Poudre-Valley Canal and Douglas Reservoir and its appropriations, together with a portion of the storage basin of Cobb Lake site and two or three parcels of right of way along the Greeley-Poudre canal in the vicinity of Wellington, were sold to L. C. Moore and associates of Fort Collins by J. M. B. Petrikin and associates at Greeley, at this time the District brought suit in the District Court of Fort Collins to take by process of eminent domain the Poudre Valley canal, Douglas Reservoir and all appropriations of water. This case is

No. 3906—The Greeley-Poudre Irrigation District, vs. Poudre Canyon Irrigation Company.

Since the bringing of this suit there has been several preliminary conferences between myself and the parties at present owning the above properties, or their counsel, but nothing in the nature of a definite proposition has yet been arrived at.

The parties at present owning the above property are now insistent that the case be either tried and disposed of as rapidly as possible or that the proceedings in eminent domain brought by the district be dismissed in order that the owners of the property may not be embarrassed by the pending proceedings. It is also suggested by their representative that if this suit were dismissed, the owners of the property would feel more cordially inclined toward a settlement of conflict between the District and the Company, along lines satisfactory to the District.

The rule, as I am advised, in eminent domain proceedings is that the jury are to consider the value of the property at the time of the trial. If the instant case were tried in the spring of 1920, the jury would be called upon to determine the value of the
property at that time. If the suit were delayed a year, the value of the property would be determined as it existed a year hence. The value at the time of the taking is the measure of the damages, exclusive of benefits or detriment to other property, etc.

Under these circumstances, it would probably make but little difference to the District, insofar as the question of value is concerned, whether the pending suit is maintained or dismissed. It could be dismissed without prejudice to the right of the District to bring a new suit and the value of the property taken under the new suit would be determined at the time of the trial.

If the present case should be dismissed the District would be forced to make an offer of purchase of the above mentioned property and otherwise lay the preliminary grounds prior to bringing a new suit.

Representatives of the present owners of the properties above mentioned may be in Greeley today and they wish to confer with the Board in regard to this matter. Whatever action the Board may take will be agreeable to counsel for the District. If possible the rights of both parties should be settled by amicable agreement. If a fair adjustment of the rights of the parties may be had without sacrifice of water appropriations to the District, such adjustment should be arrived at as speedily as possible. It is but fair to the present owners of the properties that the District either adjust or proceed with its suit with reasonable dispatch. Insofar as the services of the writer in such an adjustment are concerned, delay will be necessary until after the 20th of this month, owing to the fact that all of my time is taken by the Mechanics' Lien suits, all pleadings in which must be filed by the 20th inst. After that date I will be pleased to enter into any series of conferences necessary to hasten and bring about some satisfactory settlement of the respective rights of the parties in the above mentioned matter.

Very truly yours,

DEC:BB
December 29, 1919.

The Greeley-Poudre Irr. Dist.,
Greeley, Colorado.

Gentlemen:-

Jack Curry of Livermore just called me by phone from Fort Collins and stated that he thought it would be to the protection of the District as well as to his own interests if the District would grant him a lease upon the Cowan property at Elkhorn Reservoir. He states that there has been a constant robbing of the property, more particularly in the line of pitch pine posts and other useful timber and that somebody should be in possession who has authority to protect the property. He suggests that he is willing to pay taxes upon the property in exchange for its use for grazing purposes.

Mr. Curry is so situated and out-relations with him are such that I believe it would be to your advantage to accept his offer and put him in full possession of the property, subject only to whatever rights and use of the property you wish to make for reservoir purposes.

Very truly yours,

[Signature]

By B.
May 1, 1920.

Greeley-Poudre Irrigation Dist.,
Greeley, Colo.

To Delph E. Carpenter, Dr.

---

To services and expense for month of April:

<table>
<thead>
<tr>
<th>Services</th>
<th>Expense</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Greeley-Board Meeting and preparation of letter</td>
<td>15.00</td>
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<tr>
<td>with Secretary to Great Northern W.S.Co.,</td>
<td></td>
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<tr>
<td>3. Ft. Collins, drove to Windsor- conference Frank</td>
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<tr>
<td>Harrington Cobb Right of Way and conclusion</td>
<td></td>
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<tr>
<td>settlement same, Drove Ft. Collins and procured</td>
<td></td>
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<tr>
<td>and recorded Cobb deed, - inspected Greeley-Poudre</td>
<td></td>
</tr>
<tr>
<td>canal in Secs. 12 and 13 - 8-68,</td>
<td>25.00</td>
</tr>
<tr>
<td>Ex. - auto 80 mi. §12.00, meals §1.45, County Clerk 1.25,</td>
<td>14.70</td>
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<tr>
<td>5. Greeley, consultation A.M. Director Ahlstrand, Sec.</td>
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<tr>
<td>Sanders, etc., in re Pierce Water users. P.M.</td>
<td></td>
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<tr>
<td>conference Pres. Mosier and Pierce Committee dictates agreement, 1920</td>
<td></td>
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<tr>
<td>sale District water - - -</td>
<td>25.00</td>
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<td></td>
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<tr>
<td>6. Greeley-Board meeting- submitted syndicate agreement</td>
<td></td>
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<tr>
<td>for Pierce water users - went with Pres. Mosier to</td>
<td></td>
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<tr>
<td>Pierce where met water users at meeting, - - -</td>
<td>25.00</td>
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<tr>
<td>Ex. - meals §1.25- - - - - - - - - -</td>
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<td></td>
<td>1.25</td>
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<tr>
<td>Eastlack, Dr. Agan, C. C. Kent, et al to Dist.</td>
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<tr>
<td>canal on Secs. 12 and 13 and 94-8-68 and stopped</td>
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<tr>
<td>excavation by Great Northern W.S.Co. contractors, - - -</td>
<td>25.00</td>
</tr>
<tr>
<td>Ex. auto 84 mi. §12.60, meals §2.00, - - - - -</td>
<td>14.60</td>
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<tr>
<td>8. Greeley - interview with directors - work with C.M.</td>
<td></td>
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<tr>
<td>Todd getting ready for injunction suit possible</td>
<td></td>
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<tr>
<td>as result of yesterday's action, got papers from vault.</td>
<td></td>
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<tr>
<td>Advised that suit filed Fort Collins P.M.</td>
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<td>all eve. on brief and preparation, - - - - -</td>
<td>25.00</td>
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<tr>
<td>9. 10-11- Greeley- worked with C.D. Todd and L.L. Stimson</td>
<td></td>
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<tr>
<td>preparing for hearing upon temporary injunction in suit filed by</td>
<td></td>
</tr>
<tr>
<td>Great Nor. W.S.Co. for possession</td>
<td></td>
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<tr>
<td>Dist. canal, - - - - - - - - - - - - - - -</td>
<td>75.00</td>
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<tr>
<td>12. Fort Collins, Dist. Court - injunction case by</td>
<td></td>
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<tr>
<td>Great Nor. W.S.Co. vs. Dist. set by Judge Bradfield</td>
<td></td>
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<tr>
<td>for hearing on temporary injunction on 23rd - arranged with Water</td>
<td></td>
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<tr>
<td>Commissioner Armstrong for storage</td>
<td></td>
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<tr>
<td>tunnel water in Dowdy Reservoir by exchange</td>
<td></td>
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<tr>
<td>consultation Eng. McNally in re Inj. suit</td>
<td>- - - - -</td>
</tr>
<tr>
<td>Ex. - R.R. 1.62, meals 1.45,</td>
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<tr>
<td>Totals forward,</td>
<td>$240.00</td>
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<tr>
<td></td>
<td>33.62</td>
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<tr>
<td>Date</td>
<td>Description</td>
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<td>-------</td>
<td>-----------------------------------------------------------------------------</td>
</tr>
<tr>
<td>13-14</td>
<td>Briefing in conjunction with C.D. Todd and assembling data for maps and consultation with L.S. Stimson for injunction suit</td>
</tr>
<tr>
<td>17-18</td>
<td>same as on 13th and 14th, also preparation of District Answer etc.</td>
</tr>
<tr>
<td>23-24</td>
<td>Fort Collins with Todd, Stimson etc. for hearing on temporary injunction in Great Nor. W.S. Co. vs. District, District Court. Opening presentation and testimony begun</td>
</tr>
<tr>
<td></td>
<td>Ex. - R.R. 162, meals $4.30, (Todd pd. hotel)</td>
</tr>
<tr>
<td>26-28</td>
<td>Greeley - preparation law and evidence in injunction case to be continued at Ft. Collins on 27th - consultation with witnesses including phone to Hedke at Billings, Mont.</td>
</tr>
<tr>
<td></td>
<td>Ex. - telegram to Hedke 95%</td>
</tr>
<tr>
<td>27-28</td>
<td>Fort Collins - continued taking testimony in injunction case. Hearing continued to the 30th</td>
</tr>
<tr>
<td></td>
<td>Ex. - R.R. 1.62, 27th meals 2.15, 28th meals 3.35 - tel. to Hedke 96%</td>
</tr>
<tr>
<td>29</td>
<td>Greeley - Cheyenne - A.M. checking law with Todd and consultation Directors and landowners at District office. P.M. train to Cheyenne to meet C.R. Hedke on S &amp; S. from Billings</td>
</tr>
<tr>
<td></td>
<td>ex. - R.R. 1.81</td>
</tr>
<tr>
<td>30</td>
<td>Cheyenne - Fort Collins - met Hedke and conferred with him Cheyenne to Fort Collins. Concluded taking of testimony in injunction. Argument set for May 3rd.</td>
</tr>
<tr>
<td></td>
<td>Ex. - Hotel $2.50, meals $2.85, R.R. Ch. to Ft. $1.51, Ft. to Gr. 81$</td>
</tr>
<tr>
<td></td>
<td>Paid Charles R. Hedke, witness for District R.R. and expense $75.00, services and time $25.00</td>
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<td>4-29</td>
<td>Credit by warrant</td>
</tr>
</tbody>
</table>
May 23, 1920.

Board of Directors,
The Greeley-Poudre Irrigation Dist.,
Greeley, Colo.

Gentlemen:— In Re: R. of W. Outlet Canal Dover Reservoir Sec. 16-9-66.

President R. A. Mosier and Director Geo. S. Eastlack referred to me the matter of ascertaining what title, if any, the District has to the right of way for its present constructed outlet canal of Dover Reservoir where the same traverses Section 16, Township 6 North, Range 60 West, now belonging to Henry Johnson of Nunn.

The records of the County Clerk and Recorder of Weld County do not show the District ever had any deed to this right of way from the State Board of Land Commissioners and in fact there is nothing on record, insofar as I can ascertain, to show that the District ever had any right of way over this section.

The canal was constructed when the land belonged to the State and Mr. Henry Johnson purchased the land knowing that the canal was constructed over it, but under advice from the State Land Board that no right of way had ever been procured by the District, and I am advised, the patent which he has received from the State did not except this right of way.

It is a rule of law well established that where one purchases land already burdened with a ditch he takes the land subject to the burden of the easement of the ditch. This applies to lands obtained from either the Government or private individual, but it is an open question whether it applies to State lands, patented by the United States to the State prior to the construction of the ditch.

It was held by our supreme Court in Farmers High Land Canal etc. Co., vs. Moon, 22, Colo. 560, that a purchaser from the State took subject to a ditch constructed in the early 60's but it seems to
be an unsettled question whether the same rule would apply to lands with title such as that purchased by Henry Johnson.

In view of these facts on the 19th and 20th I went to Nunn by auto and inspected the reservoir and outlet and on the 20th inst. Director George Eastlack and I interviewed Henry Johnson.

Our interview confirmed the facts previously reported to me and I advised Mr. Eastlack that the title to the right of way might be made the subject of a considerable law suit if Mr. Johnson cared to resist our using the right of way across his land and I thought it preferable to pay him $200.00 or $300.00 for a deed to the right of way and get the matter settled at once as it is imperative that the water be drawn from the reservoir, which is seeping very badly.

We accordingly offered Mr. Johnson $200.00 which he refused to take. On the 22nd he came to Gresley and we negotiated throughout the afternoon with the result that I agreed to recommend to the Board and he agreed to take $250.00 for a deed to the right of way three rods wide across Section 16, the District to construct one culvert about midway along the canal through the section so that he can cross from one field to the other.

Under all the circumstances I recommend that this deal be concluded along the lines indicated and that warrant be drawn for Mr. Henry Johnson to be delivered to him upon execution of deed to the right of way as above noted.

Very truly yours,

[Signature]

DEC:BB
May 23, 1920.

Board of Directors,
The Greeley-Poudre Irrigation Dist.,
Greeley, Colo.

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President R. A. Mosier and Director Geo. S. Eastlack referred to me the matter of ascertaining what title, if any, the District has to the right of way for its present constructed outlet canal of Dover Reservoir where the same traverses Section 16, Township 6 North, Range 66 West, now belonging to Henry Johnson of Nunn.

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Under all the circumstances I recommend that this deal be concluded along the lines indicated and that warrant be drawn for Mr. Henry Johnson to be delivered to him upon execution of deed to the right of way as above noted.

Very truly yours,

[Signature]

DEC: BB
May 26, 1920.

Board of Directors,
The Greeley-Poudre Irr. Dist.,
Greeley, Colo.


Director George S. Eastlack advised me by phone this morning that Mr. Lewis E. Layton, claiming to be the owner of all of Sec. 9 Tp. 9 N., R. 66 West, had stated to Mr. Eastlack that "The Greeley-Poudre Irrigation District had no right of way or title to the Dover Reservoir and the outlet ditch thereof, as the same are now and since 1999 have been situate upon said section and Director Eastlack requested me to check up the title and advise him at once.

Pursuant to said request I have gone over the records of the County Clerk and Recorder and find that The Greeley-Poudre Irrigation District obtained title to the right of way for the Dover Reservoir and adjacent land for the purpose of spillways, borrow pits, etc. by metes and bounds description conveying 50 acres within said description and also granting the right to operate the outlet ditch from said reservoir across the lower part of the SW ¼ of said Section by agreement with Frank Madden December 29, 1910, which agreement was duly recorded on August 14, 1911 in Book 347, page 126 of the Weld County records.

The above mentioned right of way conveyance, although entitled an "agreement" is in fact more of a deed than an agreement and is sufficient upon its face to convey the property described.

Mr. Layton obtained title to this section from John R. Madden and wife and Arch I. Madden and wife by deed of date February 16, 1917, recorded March 26, 1917, in Book 471, page 265 of the Weld County records. By this deed he acquired all of Section 9 "excepting and reserving from the above described land 50 acres, now covered by reservoir located on the SW ¼ of said land, known as the Dover reservoir, and being under contract to The Greeley-Poudre Irrigation District". It accordingly appears that Mr. Layton took the land from John R. and Arch I. Madden and their wives with reservoir
reservations of the district's rights for Dover reservoir and the outlet ditch thereof. John R. Madden and Arch I. Madden deraigned title through Frank Madden, who conveyed to the District in 1910.

John R. Madden obtained title by foreclosure of a mortgage, sheriff's deed to which was issued March 17, 1917, and recorded March 19, 1917, in Book 471, page 213, Weld County records, and in this deed the following appears: "Except interest of The Greeley-Foyle Irrigation District under agreement for right of way upon about 50 acres of said land for reservoir purposes, as recorded in Book 547, page 516, Weld County records".

Arch I. Madden obtained title through conveyances from Frank Madden and his immediate grantor was Eli Clayton. He conveyed on May 5, 1915, by deed recorded May 11, 1915, in Book 417, page 160 of the Weld County records. After describing all of the section, the same exception appears in exactly the same language as contained in the deed from the Maddens to Lewis E. Layton, first above quoted.

It would thus appear that Mr. Layton has no record title to any interest the District may have or claim in and to Dover Reservoir and the outlet ditch thereof, as the conveyances by which he obtained title specifically excepted and reserved the District property from the conveyance under which he took title.

In addition to the above it should be noted that this structure and its outlet were located and established upon Sec. 9 in the year 1911 and Mr. Layton did not acquire title until six years later, during all of which time the Dover Reservoir and outlet had been completed and operating irrigation structures and under the rule announced by our Supreme Court in Tynon vs. Despain, 22 Colo. 240, and by Court of Appeals in Edwards vs. Roberts, 26, Colo. App. 538, he would have taken title to Sec. 9, subject to the district rights, even though they had not been specifically mentioned or excepted in his deed.

I am of opinion that the District has good and sufficient title to maintain, operate, repair and otherwise utilize the Dover Reservoir and its outlet canal upon said Sec. 9, and that so long as its operations are confined within the outlet ditch as established and the right of way as
described by metes and bounds in the instrument recorded in Book 347, page 126, Mr. Layton has no right to interfere.

While writing you upon this subject, I also wish to call attention to the fact that by the terms of the instrument last above referred to, the District has the right to fence the dam, outlet works, outlet ditch and spillway of said reservoir, with a limitation for domestic and stock water access and has the right to borrow material from adjacent lots and the spillway for the purpose of extending and repairing the reservoir and the outlet ditch therefrom.

It should also be noted by the same instrument Mr. Madden reserved the right to operate two centrifugal pumps out of Lone Tree Creek, upon which this reservoir is built and within the basin of the reservoir, irrespective of whether or not the District was at the same time storing water in said reservoir or passing water through said reservoir for use below.

I would urge that the outlet ditch for the reservoir be repaired as rapidly as possible and that the water therein be applied to beneficial use for the irrigation of lands capable of service from said outlet canal.

Respectfully yours,

DEC:EB
Agreement

Frank Waddell to

W. S. Frecken, P. Y.

Sells 2.96 acres to Burt

1. Down here by water + bound

2. Right to borrow material
   from adj. katha
   + pull in

3. Burt may fence dams, outlet
   within "inlet ditch"
   + pull in

4. Grant right to use premises
   for "irrigation reservoir" +
   and an outlet ditch therefrom.
John P. Wealden & Mrs. Emma Wealden Arch 9 " 1st day 8-24. (Ch.)

Lena O. Layton

All 9-9-66 - "Excepting and reserving from the above described land 50 acres, now owned by a区域内 located on the East of said land known as the Flat Reservoir, and being under bond of the Railway Bridge Construction District."

Book 471-P. 213

O. A. richen sheriff to John P. Wealden

All 9-9-66, "Except interest of the Gayley Bridge Construction in what under agreement for eighty year from about 36 acres of said land for interest herein, are recorded in Book 477-P. 10b. Weld & Co."

B 417, P. 160 - 15 1/4s Per 5000 ft. P.O.

De Layton to Arch 8 Wealden

All 9-9-66, same Exception as same language as B.
June 1, 1920.

The Greeley-Poudre Irrigation District,

To Delph E. Carpenter, Dr.

---

To services and expense for month of May as follows:

<table>
<thead>
<tr>
<th>Service</th>
<th>Expense</th>
</tr>
</thead>
<tbody>
<tr>
<td>May</td>
<td></td>
</tr>
<tr>
<td>1.--Greeley-all day with Todd and briefing in my office on case of Great Northern Water Sup. Co. vs. The. G.-P. Irr. Dist.,</td>
<td>25.00</td>
</tr>
<tr>
<td>2-3-Greeley- 1/2 day on 2nd and full day on 3rd preparing for hearing on lien cases at Ft. Collins on 4th inst.,</td>
<td>37.50</td>
</tr>
<tr>
<td>4--Fort Collins- hearing before referee Annis in re setting of lien cases for trial - presented motion for District, with affidavits, for postponement of trial - postponement granted to July 1. F.M. interviews with McAnelly et al in re Great Northern case, etc.,</td>
<td>25.00</td>
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<tr>
<td>Expense - R.R. 1.62, meals 1.25,</td>
<td>2.87</td>
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<td>E 5-8 Incl.- Greeley - working on liens cases of Great Northern W.S. Co. vs. G.F.I.D., and attending to miscellaneous matters for District,</td>
<td>100.00</td>
</tr>
<tr>
<td>9--Greeley - one-half day with Todd dictating analysis of pleadings in foreclosure case to stenographer, at Todd's office,</td>
<td>12.50</td>
</tr>
<tr>
<td>10-Fort Collins - Sanders took Todd and I to Ft. Collins with large number of books, for argument District Court on temporary injunction Great Northern W.S. Co. vs. G.F.I.D., argument continued to 11 F.M., returned to Greeley 1 P.M. - Argument to be continued at Greeley on 11th, Expense, lunch (4) $3.80,</td>
<td>25.00</td>
</tr>
</tbody>
</table>

Forward,  $225.00  $6.67
Forward

21. Greeley - completed checking County Clerk's records on Dover Reservoir outlet over 16 and prepared to bring condemnation suit during A.M. All P.M. conference with Henry Johnson over purchase of right of way. Agreed on purchase at $250.00 at 6 P.M. 25.00

22. Greeley - A.M. at Dist. Court in re signing of temporary injunctive order in Great Northern Case. Same in P.M. Attorneys for Great Northern Co. advised Judge at 4 P.M. that they had just received copy of revised order as prepared and asked for argument at later date. Urged signing of order not later than 24th. Hearing set for 24th at 10 A.M. - Wrote A.L. Mohler in re Landowners' meeting - etc. 25.00

24. Greeley - at Dist. Court all day awaiting arrival counsel for Great Northern Co. They arrived 5:30 P.M. and hearing continued until morning of 25th. 25.00

25. All A.M. Dist. Court Greeley, arguing provisions of temporary injunction with Judge in Chambers. Judge finally settled on order and signed same at noon. P.M. prepared statement of terms of order and other miscellaneous matters in re same. 25.00

26. Greeley - All A.M. phoning offices Great Northern Co. to shut out water they had turned in the District canal. P.M. misc. services in re same matter. 25.00


28. Denver - Interview with Rex Eaton and Mr. Lippitt all A.M. and part of P.M. in re purchase Worster Resv. by Great Western Sugar Co. as friend of District. Ex. Meals 1.45, P.R. 1.73, 3.18

29. Greeley - All A.M. Misc. water matters etc., 10.00

Totals, $600.00 $27.03

27.03

Total due, $627.03
Forward, Service 225.00 Expense 6.67

11--Greeley - at call docket Dist. Court all A.M. - all P.M. with Todd at Dist. Court waiting call to continue argument before Judge Bradfield on Great Northern case, 25.00

12--Greeley - worked with Todd all day briefing on law of laches and estoppel - also looking up facts in re 1918 carriage contract thru P.V. canal. All eve at Todd's office briefing on law of case, 25.00

13--Greeley - all day at Dist Court arguing case of Great Northern W.S.Co. vs. G.P. I. D. before Judge Bradfield. Todd argued all A.M. & D.E.C. all P.M. 25.00

15--Greeley - part of P.M. and eve going over temporary injunctive order tendered to Judge by attorneys for Great Northern Company, but not yet signed - noting exceptions etc. to present to Judge, 15.00

17--Greeley - worked all day with Todd rewriting certain paragraphs of temporary injunctive order as tendered. All eve at office briefing on district right of way over school section - Dover reservoir outlet, 25.00

18--Greeley - completed preparation of changes in temporary injunctive order in Great Northern case and presented same to Judge, 25.00

19-20--Greeley - Dover - A.M. of 19 looked up County records and finished briefing District right of way over school section - Dover reservoir outlet - P.M. same day - drove to Dover Resv. and went over same - remained at Carr all night. 20th - drove to Numm and Eastlack and I went to Dover Resv. Interviewed Henry Johnson and offered purchase of R. of W. over school section. - Interviewed R.A. Mosier at Ault and W.W. Brown at Eaton on return. 5 to 6 P.M. at Dist. Court on Great Northern case,

Ex. Auto 73 mi. -10.95-meals 1.15

$415.00 12.10

Forward, 50.00

$415.00 $13.77
June 21, 1920.

The Greeley-Poudre Irrigation District,
Greeley, Colo.

Gentlemen: In Re: Right of Way across Sec.33,Tp.8 N.,
R. 67 W. - Drop to Pierce Lateral.

On Monday, June 7, Mr. W.B.Skelly of Pennsyl-
vanie, called upon Attorney C.D. Todd and myself for the
purpose of protesting against the present use by the Dis-


On the 8th inst. Mr. Skelly consulted with
McCReery & McCReery, Attorneys at Law, and pursuant to
that consultation the letter which I enclose herewith was
prepared and handed me for delivery to the Board of
Directors of the District. I have prepared a reply there-
to,
G.-P.Irr.Dist. #2.

to, which I herewith enclose, and if satisfactory to the Board would suggest that the same be signed by the Secretary and forwarded to Mr. Skelley as therein directed.

Very truly yours,

Attorney for THE GREELEY-POUDRE IRRIGATION DISTRICT

DEC:BB
Opinion of C. D. Todd, that County and District Treasurer is entitled to receive as his only compensation as such the sum fixed by the Board, not less than $25 nor more than $100 annually.

April 26, 1921.
The only other section of the statute considered in this letter and the above section in one fixing the tax of County Treasurer of the District which contains the following provision.

Gentlemen:

You have submitted to me the question as to what charges, fees or commission the County Treasurer of Weld County and ex officio District Treasurer, is entitled to charge for collecting the taxes for the district or disbursing any other moneys which he may receive as District Treasurer or County Treasurer. As I understand he now collects your taxes as by law required and likewise receives from you certain moneys from rent of property and sale of water and other incidental moneys which you or your officers pay into his hands as District Treasurer, and upon which you draw warrants for the payment of bills for the District.

I also understand that your Board has been allowing him $100 a year compensation, the maximum amount allowed by the Statute, and that in addition he has been charging a percentage for disbursing moneys other than that collected upon taxes. The question is whether he is entitled to charge any commission on either tax or other money, or receive more than the allowance provided for in the Statute to be fixed by your Board.

The Statute provides, concerning the County and District Treasurer as follows:

"Said County Treasurer shall receive as his sole compensation for the collection of such taxes, such amount as the Board of Directors may allow, to be not less than $25, nor more than $100, which compensation shall be considered as a part of the regular salary of such County Treasurer as provided by law."


The last part of the above citation in S. L. of 1917 is the present existing Statute, but as it does not differ from the S. L. of 1907, and other Statutes above cited, in this discussion I will refer to revised Statutes of 1908 by reason of the fact that the Supreme Court cites said Statute in construing this pro-
vision of the law in several of its opinions.

The only other section of the statutes that need be considered in connection with the above section is one fixing the fees of County Treasurers which contains the following provision. Commission-

"For receiving all moneys other than taxes in counties of every class, one per cent."

Revised Statutes 1908 sec. 2537.

Section 3460 of the R. S. also provides "The general fund shall consist of all other moneys or general fund warrants received by the money and other money which pass through the hands of the county collection of taxes or otherwise." From this section of the Statutes of the Mayor and District Treasurer and as it could pass to cover any and it appears and, the Supreme Court has so held, that the County Treasurer, who is ex officio District Treasurer, receives not only tax money but also other moneys of the District and the section itself concludes by providing for the District paying him $25 to $100 a year. Otsego County state states that the claim was made not only on tax money but all other money not describing its nature or source of collection. What compensation the County and District Treasurer shall receive under the above named Statutes for his services in collecting and discharging money for the District has been before the Supreme Court in three different cases, in each of which the court held, that the statute as the compensation of the Treasurer, was the contracting compensation to be paid the Treasurer for all his services was the amount fixed by your Board not less than $25 nor more than $100 per year.

Board of County Commissioners of Otero County v. Otero Irrigation District, 56 Colo. p. 515. 139 Pac. 546.

Reid, Treasurer of Montezuma County v. Montezuma Valley Irrigation District, 56 Colo. p. 527. 139 Pac. 550.

People ex rel. Board of Commissioners of Logan County v. Arthur,


In the first case the District sued the County Treasurer to recover several thousand dollars which he withheld from the bond issue which had been placed in his hands as District Treasurer. The District Treasurer claimed a commission of one per cent upon the proceeds of a large

In the second case the District sued the County Treasurer for $644.30 which he withheld, claiming that the same
was one per cent commission allowed him by law upon the taxes collected for the District, and other money of the District which passed through his hands.

In the third case was a suit by the Board of County Commissioners against the County Treasurer to compel him to charge not only the $100 fixed by the Board, but also a commission of one per cent. It thus appears that these statutes have been considered from various angles and not only as to tax money but also as to bond money and other money which passes through the hands of the County Treasurer and District Treasurer, and so would seem to cover any and all money received by the County and District Treasurer from whatever source derived. The Otero case specifically states that commission was claimed on bond money collected as well as taxes, and the Montezuma case states that the claim was made not only on tax money but other money not describing its nature or source of collection, until while the Logan County case pertains to tax money.

In each of these cases the court construed the sections of Statute above referred to and held, that the irrigation section, fixing a lump sum as the compensation of the Treasurer, was the controlling Statute, and under its provisions the Treasurer was not entitled to receive or retain any fee, commission or compensation other than that fixed by the Board not less than $25 nor more than $100 per year, in

In all three of these cases the right of the Legislature to fix the compensation and the right to fix it in a gross sum and instead of on a percentage basis was challenged and considered and was sustained by the Supreme Court and the constitutionality of this section of the Statute was sustained in all three cases, and in the first two cases the court distinguishes between bond money and other money as distinguished from money derived from taxation and specifically holds that such money, not tax money, is received by the Treasurer as District Treasurer and not as County Treasurer, so no commission can be claimed on account thereof.

It appears to be now clearly settled that the only compensation that the County Treasurer and ex officio District Treasurer can demand
or receive is the amount to be fixed by the Board not less than $25 nor more than $100 per year, and that he is not entitled to retain or deduct from the District fund any fee or commission whatsoever on account of any money passing through his hands belonging to the District.

I do not know the amount of money other than tax money which passes through his hands annually nor from what source it is derived except that I understand that you annually receive rent from certain ranches and money from sale of water and occasionally may sell some personal property belonging to the District, all of which when received by the District has been paid to the County and District Treasurer and placed in the general fund. In my opinion he is not entitled to any commission or fees or compensation for handling this money other than the annual sum above stated, and you should refuse to pay him or allow him to deduct or receive any sum or amount whatsoever other than the annual allowance made by you as aforesaid.

If, during the years past, the County and District Treasurer has retained any sum by way of fees, charges compensation or commission other than the sum allowed by your Board for his services he has unlawfully retained the same and he should replace the same to your credit in the general District fund, and in case he should refuse so to do, in my opinion a court will require him to do so as it did in two cases cited in the 56 Colo. at pages 515 and 527 above cited.

Respectfully submitted,

[Signature]
April 25, 1921.

T.C. Phillips,
County Treasurer,
Greeley, Colo.

In Re: Greeley-Poudre District-Fees
of Treasurer.

My Dear Mr. Phillips:

Other engagements have prevented my
earlier attention to the matter of definite arrangements re-
garding the compensation to be paid the Treasurer of The
Greeley-Poudre Irrigation District, and particularly respect-
ing the matter of the one per cent. heretofore and now charg-
ed the District for handling of miscellaneous moneys in addi-
tion to the fee allowed each year by the Board of Directors.

As I explained to you during our short interview
the Directors of the District have no disposition to be
small or "close" in the matter of compensation to the County
Treasurer, especially in view of the fact that recent levies
have been made and spread upon the Treasurer's books looking
to the payment of bond interest and principal.

But the directors of the District are officers of
a public corporation and chargeable with strict performance
of the statute and with powers of disbursing money strictly
limited by the same statutes. In other words, their
authority and powers are fixed by statute and neither they
nor the County Treasurer may exceed those powers, without be-
ing held to account.

There will be no trouble respecting the annual
allowance to be made by the board.

But, as I am advised, the Treasurer has never had
any warrant of law, power or authority to withhold and de-
duct one per cent. as charges for handling District funds.
The only compensation which the Treasurer has authority to
charge or receive is the amount of annual compensation fixed
by the Board of Directors of the District. I do not wish to
be understood as even intimating that the work performed
by the Treasurer is not worth more than the sum annually
fixed by the Board. But irrespective of the value of the
services the statute and decisions of the Supreme Court have
limited the compensation to the annual fee or allowance.
The fees and charges and annual compensation of the County Treasurer, as the Treasurer for the various irrigation districts within his county, were considered and determined by the Supreme Court of this State in 1914 in the cases of

Board of County Commissioners of Otero County vs. Otero Irrigation District, 56 Colo. 515, and
Reid, Treasurer of Montezuma County vs. Montezuma Valley Irrigation District, 56 Colo. 527.

Both these cases were considered by the Supreme Court sitting en banc and both, construed together, would seem to hold that the County Treasurer, as ex-officio Treasurer of the District, is not entitled to charge any commission for the handling of District funds but is limited to the compensation fixed by the District Board.

As stated in the first of these cases:

"The proviso of 1907 does provide that the irrigation district shall pay for the services of the treasurer. The legislature, in its discretion, said that it should not pay less than Twenty-five dollars nor more than one hundred dollars. By this act, a district does not pay directly for the extra work occasioned by it. The amount of the fee was not fixed by the constitution. In the act of 1895 no fee was charged to the district, and the extra expense, if any, occasioned to the county by the irrigation district is borne apparently by the entire county — those within the irrigation district as well as those without it. The legislative assembly might well have thought that there would be such an advance in the amount and value of taxable property in an irrigation district occasioned by the irrigation of lands that the total valuation of the county would be so much enlarged that the extra expense, if any, occasioned by the increase of work in the treasurer's office, would be more than met without increase of levy, and that in this way tax payers outside of the district would in reality pay nothing on account of the extra expense. Who can say that this would not be so?" (p. 526).

We suggest that you refer this matter to the County Attorney for opinion, calling his attention to the above decisions, and that if he finds the law to be along the lines
of our interpretation of the statute and the decisions, the practice of charging the irrigation districts commissions upon their funds be discontinued.

I might suggest that this is a matter which may become more or less embarrassing unless fully and thoroughly considered in the immediate future. If the county treasurers of Weld County have been collecting "commissions" from all the irrigation districts during the past several years (and I am advised that such is the case) and it be found later that such action upon their part has been without warrant of law, the treasurers would thereupon become liable to the extent of the amounts of such commissions. This will not only lead to confusion but may run into a considerable sum. It may be that the Boards of Directors of districts might be compelled to institute suits for the recovery of such commissions or, failing so to do, be held to malfeasance in their public offices.

As I suggested to you at the time of our interview, demand was made sometime since upon the Board of Directors of The Greeley-Poudre Irrigation District, that they proceed to recover all commissions heretofore charged by county treasurers and deducted from funds of the District. The matter was called to the attention of your predecessor and, I had assumed, had been adjusted and the practice discontinued.

Again let me state that this position, taken by me in this communication, is not prompted by any feeling of lack of appreciation of the merit or value of the services rendered by the County Treasurer, but purely by reason of the fact that unless the statute is strictly followed both the County Treasurer and the Directors of the several districts may be held to strict accountability by some complaining landowners.

Very truly yours,

[Signature]

Attorney for The Greeley-Poudre Irrigation District.
Board of Directors,
Greeley-Poudre Irrigation Dist.,
Greeley, Colo.

Gentlemen:

I herewith enclose copy of my letter of this date to County Treasurer respecting the fees and commissions to be charged the Irrigation District by the Treasurer.

As you will observe, it is my opinion that the County Treasurer has no lawful right to charge any commissions of one per cent. or otherwise, upon miscellaneous collections and District funds.

The enormous amount of work done by the Treasurer justifies the payment of both the annual compensation fixed by the Board and the commissions heretofore charged. But irrespective of the value of the services, the one question is that of the legality of the charge.

As you will note, I have requested the County Treasurer to take the matter up with the County Attorney in the immediate future. It would be well to await the outcome in that quarter before further proceeding.

In the interim, I would recommend that the Board enter an order allowing the County Treasurer the annual compensation of $100.00 per annum and would also suggest that the same resolution, or, preferably, a separate and concurrent resolution should request the Treasurer to discontinue the charging of commissions in addition to the annual allowance.

Very truly yours,

[Signature]

DEC: BB

Greeley-Poudre Irr. District,

Greeley, Colo.

Gentlemen: In Re Fees Collected and Charged by Co.Treas.

I have this day completed an investigation of both the law and the facts concerning certain fees retained by the County Treasurer out of the funds of the Greeley-Poudre Irrigation District, and report as follows:

From January 1, 1912, to May 31, 1915, inclusive, W. R. Patterson, County Treasurer, has withheld the total sum of $364.30 out of the funds of the District on account of a charge of 1% on all miscellaneous moneys deposited with him by the District. This miscellaneous account includes all funds other than those collected by taxation directly through the Treasurer's office, and the 1% charge is in addition to the annual fee allowed by the Irrigation District Law. It also appears that the District paid him $25.00 for the year 1914, but his account does not show a like payment for 1912 and 1913, this charge and payment being on account of the annual fees allowed by law.

The Supreme Court of this state handed down a decision, in fact, two decisions, in 1914, holding that the only fees the County Treasurer is authorized by law to charge on collections in the general and bond funds of the district are the annual fees of not less than $25.00 and more than $100 per annum, specified by statute, amount to be fixed by the action of the Board of the District. I am of opinion that the same rule applies to miscellaneous collections, and if you think it advisable I will make demand upon the County Treasurer for the return of the $364.30 and upon his refusal, will bring proper action. Of course, the question will have to be passed upon by the Court, which may possibly hold that he is entitled to collect the 1% on miscellaneous moneys, but the matter should be settled as soon as possible.

I await your direction.

Very truly yours,

DEC:C
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Total: 364.30
November 8, 1921.

Board of Directors,
The Greeley-Poudre Irr. Dist.,
Greeley, Colo.

Gentlemen:

You have requested my opinion respecting the qualification of electors at all district elections. I call your attention to Chapter 83, page 222-3 Session Laws 1917, wherein it is provided as follows:

"Every owner, or entryman of agricultural or horticultural land within said district, over the age of twenty-one years, who is a citizen of the United States, or has declared his intention to become a citizen of the United States, and is a resident of the State of Colorado, and who shall have paid property taxes upon the real property located within said district during the calendar year preceding any such election shall be entitled to vote at such election in the precinct where he resides, or, if a non-resident of the precinct, then in the precinct within which the greater portion of his land is located; and any such person so qualified to vote, and who shall reside in any county into which said district shall extend, shall be eligible to election as a director in and for the division in such district in which he is entitled to vote. All lands platted or subdivided into residence or business lots shall not be considered agricultural or horticultural land, unless used exclusively for agricultural or horticultural purposes by the owner who shall reside thereupon and cultivate said lands as a farmer, gardener or horticulturist."

The 1915 statute provided that those land owners should be entitled to vote "who shall have paid property taxes upon the property located within said district during the year next preceding any such election". This statute was construed in People vs. Eschmeyer, 63 Colo., 227, 165, Pac. 260 and it was held that the words "year next preceding any such election" did not mean the calendar year preceding the year of the election but that it did mean "the preceding twelve months" immediately prior to the election. But the legislature in 1917 changed the requirements by providing that the land owner must have paid property taxes during the "calendar year preceding any such election". It thus appears that, for illustration, those who will be entitled to vote at the

election held in 1921 must have paid taxes on the real property located within the district during the calendar year of 1920.

You will note the provisions of the above quoted statute respecting residence or business lots. The mere ownership of such does not entitle the owner to vote "unless used exclusively for agricultural or horticultural purposes by the owner who shall reside thereupon and cultivate said lands as a farmer, gardener or horticulturist". In other words, if a land owner is residing upon some small platted town tract and is actually farming or gardening the same he will be entitled to vote, otherwise not.

Very truly yours,

DEC:BB
December 29, 1921.

Greeley Poudre Irrigation District,
Greeley, Colo.

Gentlemen:— In Re: Wyoming vs. Colorado.

As I have just advised director Agan by phone, the Attorney General of Colorado is desirous that the District bear all future expense of counsel for the District in the matter of the argument upon the case of Wyoming vs. Colorado. While there is adequate appropriation to cover the costs of such argument from the standpoint of the State, other state finances are in such a condition that the other state officials have requested the Attorney General to conserve all possible surplus in the Water Defense fund for reversion to the general fund at the close of the biennial period.

The Attorney General advises me that he is willing that the State bear the cost of railroad transportation for me to Washington and return and he may be willing to bear other traveling expense, but he feels that the District should at least pay my per diem and probably my traveling expenses exclusive of railroad tickets.

I am dropping you this letter for the reason that I expect to leave this evening for Washington and will not have the opportunity of meeting with the Board.

Very truly yours,

DEC: BB
QUALIFICATIONS OF ELECTORS.

Session
Chapter 83, page 292/Laws 1917, Colorado, provide that at all district elections the following persons shall be entitled to vote:

Every owner, or entryman of agricultural or horticultural land within said district, over the age of twenty-one years, who is a citizen of the United States, or has declared his intention to become a citizen of the United States, and is a resident of the State of Colorado, and who shall have paid property taxes upon the real property located within said district during the calendar year preceding any such election shall be entitled to vote at such election in the precinct where he resides, or, if a non-resident of the precinct, then in the precinct within which the greater portion of his land is located; and any such person so qualified to vote, and who shall reside in any county into which said district shall extend, shall be eligible to election as a director in and for the division in such district in which he is entitled to vote. All lands platted or subdivided into residence or business lots shall not be considered agricultural or horticultural land, unless used exclusively for agricultural or horticultural purposes by the owner who shall reside thereupon and cultivate said lands as a farmer, gardener or horticulturist.

It will be noted that those who will be entitled to vote at the 1921 district election must have paid "property taxes upon the real property located within said district" during the year 1920 and must have the other qualifications above noted.

The prior statute of 1915 did not require that the voters should have paid taxes in the "calendar year" preceding the election but the legislature in 1917 changed the statute requiring a payment of taxes in the preceding "calendar year".
July 1, 1921.

The Greeley-Poudre Irrigation District

To Delph E. Carpenter, Dr.

Services and expense for April, May and June, 1921.

April 1--Greeley - Board meeting, conf. County officials in re
   taxes etc.,-- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- ---- 25.00
   2--Denver - conference Judge Strong etc. in re laws Irr.
   Dist., etc.-- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- 25.00
   Exp. R.R. $4.14, meal 75 misc. 40c' -- -- -- -- -- -- -- -- -- -- -- - - -- 5.29
   4 & 5 --Same -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- 50.00
   Exp. R.R. $4.14, hotel $2.00, meals 2.95
   7 & 8(½) - Greeley - work on details and facts in re mechanics
   lien cases, -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- 37.50
   14-- Greeley - Board meeting and misc. -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- 25.00
   15-½16-- " - work on lien cases -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- 50.00
   18-- Denver - conference Waterman, Gunter etc., -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- 25.00
   Exp. $4.14, meals $1.35, -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- 5.49
   19-- Greeley - preparation Pierce Water Users Contract
   and misc dist. matters, -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- 25.00
   21 & 22- Denver - going through books and files of L.P.R.&I.
   Co. with Smith in re preparation lien cases, -- -- 50.00
   Exp. $2.07, $1.33; hotel (2) $4.00 -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- 13.40
   23-- Greeley - Board meeting - preparation papers for
   Smith to go to Chicago in re checking papers
   L.P.R.I. Co. in hand U.S. Attorney and consulta-
   tion afternoon and evening in re same, -- -- -- -- -- -- -- -- -- -- -- -- 25.00
   25-26-27-- Greeley - working details lien cases and misc.
   matters-- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- 50.00
   29-30--Greeley - same - consultation Simpson etc. -- -- 37.50

May
   2-- Greeley - Board meeting etc., -- -- -- -- -- -- -- -- -- -- -- -- ---- 25.00
   3-- Denver - consultation attorneys in re lien cases and
   misc. Dist. matters; -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- 25.00
   Exp. R.R. $4.14 meals 1.45 -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- 5.59
   4-5--(½ day each) briefing on lien cases -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- 25.00
   12-½ day - Greeley - misc. dist. matters -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- -- 12.50

Janex

Forward, 512.50 38.86
<table>
<thead>
<tr>
<th>Date</th>
<th>Services</th>
<th>Expense</th>
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</thead>
<tbody>
<tr>
<td>May 19-21</td>
<td>Greeley - conference attorneys for lien claimants - G.F. Smith, etc., in re mechanics liens and Board meeting</td>
<td>512.50</td>
</tr>
<tr>
<td>13</td>
<td>Denver - conference Chas. W. Waterman, Attorney Larwell etc. in re settlement or trial mechanics lien cases</td>
<td>-</td>
</tr>
<tr>
<td>14</td>
<td>Denver - conference in re Water Commissioner Laramie river - with Sec. Tebro and Mr. Thompson, landowners committee - search U.S. records in re right of way Fierce Lateral etc.</td>
<td>-</td>
</tr>
<tr>
<td>15</td>
<td>Board meeting and misc. dist. matters</td>
<td>-</td>
</tr>
<tr>
<td>16</td>
<td>Cheyenne - consultation John D. Clark, Gov. Carey etc. in re Laramie river suit</td>
<td>-</td>
</tr>
<tr>
<td>17</td>
<td>Fort Collins - interviews in re adjudication water rights - water commissioner - A.A. Edwards, Mgr. Great Northern Co. etc. (director at Collins during day)</td>
<td>-</td>
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<tr>
<td>18</td>
<td>Cheyenne to Ft. Collins</td>
<td>1.85</td>
</tr>
<tr>
<td>19</td>
<td>Ft. Collins to Greeley 97, brkfst. 65, lunch (3) 2.75, dinner 65</td>
<td>9.27</td>
</tr>
<tr>
<td>20</td>
<td>Greeley - worked all day with Smith on check over L.P.R.I. Vouchers in re lien cases</td>
<td>25.00</td>
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<tr>
<td>21</td>
<td>Denver - consultation W.S. Illiff and others in re Laramie-Poudre records in re lien cases etc.</td>
<td>-</td>
</tr>
<tr>
<td>22</td>
<td>Greeley - all day and evening going over L.P.R.I. Vouchers - consultation Alex Mead in re settlement lien cases</td>
<td>25.00</td>
</tr>
<tr>
<td>23</td>
<td>Greeley - checking over L.P.R.I. Vouchers with Smith and preparation and dictation of report of conditions to Waterman</td>
<td>50.00</td>
</tr>
<tr>
<td>24</td>
<td>Greeley - consultation Todd et al in re trial lien cases and checking L.P.R.I. Vouchers and newspaper files in re facts lien cases</td>
<td>-</td>
</tr>
<tr>
<td>25</td>
<td>Greeley - consultation L.R. Temple, Atty. for Ianson, lien claimant, and Atty. Todd, also evening at library checking newspaper files in re lien cases</td>
<td>-</td>
</tr>
<tr>
<td>26</td>
<td>Greeley - consultation Engineer Wortham and checking newspaper files - lien cases</td>
<td>25.00</td>
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<tr>
<td>27</td>
<td>Fort Collins - with C.D. Todd in re adjudication priorities water district #3 - and checking newspaper files in re lien cases</td>
<td>25.00</td>
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<tr>
<td>Exp. Lunch (2) 1.30, dinner 85</td>
<td>-</td>
<td>2.15</td>
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<td>Totals</td>
<td>912.50</td>
<td>74.65</td>
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Credit by warrants 4/23 $350.00; 6/15 200.00

Total 437.13
April 1, 1921.

The Greeley-Poudre Irrigation District

to Delph E. Carpenter, Esq.

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Services</th>
<th>Expense</th>
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<tbody>
<tr>
<td>Jan. 1</td>
<td>Greeley, Board meeting etc.</td>
<td>25.00</td>
<td></td>
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<tr>
<td>4</td>
<td>Denver, conference in re lien cases with Todd, Gunter and Larwell at Judge Gunter's office, Exp. R.R. 4.14, meals 1.75,</td>
<td>25.00</td>
<td>5.89</td>
</tr>
<tr>
<td>5</td>
<td>Greeley - Conference with L.L. Stimson in re notes, records etc. of Laramie-Poudre Reservoirs and Irrigation Company to be purchased by Dist. from Stimson, also conference with assessor, treasurer and Engineer Wortham in re assessment of high lands in District,</td>
<td>25.00</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Conference with Geo. Ball in re sale of District water to Pierce Water Users during 1921, also with A.T. Cole in re purchase of bonds of Dist. etc.,</td>
<td>15.00</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Conference with Atty. Furgeson at Denver in re details of contract between bondholders and District land holders for purchase by latter of outstanding bonds of district, Exp. R.R. 2.07, meals 1.80,</td>
<td>25.00</td>
<td>3.87</td>
</tr>
<tr>
<td>13</td>
<td>All A.M. until two P.M. conferring with L.L. Stimson and examining his memoranda regarding work done on system by lien claimants. Consulted with Todd in re same, also with Wortham, remainder of day,</td>
<td>25.00</td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>Denver - conference all A.M. with C.W. Waterman and all P.M. with Judge Gunter and Larwell in re mechanics lien cases, continuation of same etc., Exp. R.R. 22 2.07, meals, 1.90, hotel 2.00</td>
<td>25.00</td>
<td>5.97</td>
</tr>
<tr>
<td>22</td>
<td>Denver - A.M. prepared for and P.M. attended mass meeting District land owners at Albany hotel, presented history of District affairs etc., and secured endorsement of District management, Exp. Hotel 2.00, meals 2.60, extra meal 1.25</td>
<td>25.00</td>
<td>5.85</td>
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Forward, 190.00 21.58
Brot forward,

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<thead>
<tr>
<th>Services</th>
<th>Expense</th>
</tr>
</thead>
<tbody>
<tr>
<td>190.00</td>
<td>21.58</td>
</tr>
</tbody>
</table>

January 23 — Conference with Attorneys Bliss and Snyder in re settlement lien cases, after noon and evening conference with Todd in re lien cases and Great Northern case, Exp. R.R. Denver to Greeley, 2.07 brkfst 75

Jan. 24 — Phoning and misc. all A.M. to Denver, Fort Collins, etc. in re lien cases. P.M. consultation misc. landowners of Dist. dictating correspondence for Dist and misc.

25 — A.M. conference with County Assessor in re assessment of District land. Remainder of day consultation with Pres. Mosier at Dist. office and board meeting in the evens.

Feb. 21 — Denver — Conference all day with Purcell, Tabor and others of land owners Association and evening meeting with their board of directors at Tabor's office on Greeley-Poudre financial and other matters, Exp. R.R. 2.07, hotel 2.00, meals 1.95, R.R. (return in morning) 2.07

23 — Denver — conference with C.F. Tew in re his testimony in lien cases, Exp. R.R. 2.07, meal 65

25 — Denver — conference A.M. and part of P.M. with S.H. Shields and remainder of P.M. and eve with E.M. Bosley, in re testimony in lien cases, Exp. hotel 2.00, meals 2.45

28 — Conference with C.W. Waterman in re settlement of lien cases

Mar. 4 — Denver — Conference A.M. with Iliff and P.M. with Waterman and McIlwee and Carlton, also District board, at Waterman's office, in re settlement of McIlwee lien, Exp. hotel 2.00, meals 2.65

23 — Conference with L.R. Temple in re lien cases, 10.00

25th

24 — Greeley spent both days consulting with Attorneys Jacobs, Kelly, and others in re general plan and details of settlement lien cases, 50.00

28 — Board meeting at Greeley conf. with Todd all evens 25.00

Forward, 447.50 44.31
March 29 -- Denver - conference C.W. Waterman in re continuation lien cases. Larwell in re same. Appeared before District before Senate Committee on Agriculture and Irrigation in re House Bill No. 109 etc.,
Exp. R.R. 2.07, hotel 2.00, meals 1.90

30 -- Denver - conference Mr. Steiber in re facts in connection with McIlwee lien cases, he to be witness in case of trial, Checking over terms and provisions of House Bill No. 109, and preparing suggested amendments,
Exp. hotel, 2.00 meals 2.70

31 -- Conference with Judge Strong and Atty. Purgeson at which prepared amendment to House Bill 109, protecting bonds etc. of established Irrigation District and avoiding repeal of present law, methods of assessment etc. Appeared for Senate Committee on Agriculture and Irrigation 4-6 P.M. During eve prepared further amendment to bill for committee,
Exp. R.R. 2.07, Jitney LaSalle to Greeley 75¢ meals 2.85

Total

Jan.26-Credit by warrant on account

Balance due, $ 83.15
January Twenty
Nineteen-Twenty-two.

The Greeley-Poudre Irrigation District,
Greeley, Colo.

Gentlemen:— In Re: Wyoming vs. Colorado.

I beg leave to advise that on the 10th and 11th
inst the case of Wyoming vs. Colorado was again reargued
before the Supreme Court of the United States, in which
argument I had the honor to participate as the attorney
for the District.

Hon. Victor E. Keyes argued the case for the State
of Colorado, and Hon. Platt Rogers, of Denver, argued in
behalf of Colorado in opposition to the position made by
the United States.

Hon. John W. Lacey of Cheyenne and N.R. Carthell,
Esq., of Laramie, argued the case for Wyoming.

Assistant Solicitor General Riter argued the case
on behalf of the United States.

It is of course impossible to prophesy just when
a decision may be expected but it is the consensus of
opinion among counsel that the opinion will either be
handed in during May or immediately after the summer vaca-
tion and at the beginning of the October term.

Very truly yours,

[Signature]

DEC:BB
January 20, 1922.

The Greeley-Poudre Irrigation Dist.,
Greeley, Colo.

Gentlemen:— In Re: District vs. Tew, et al.

Pursuant to your request I beg to advise that at present the case of The Greeley-Poudre Irrigation District vs. Charles F. Tew and The Laramie-Poudre Reservoirs and Irrigation Company is on the retired list of the District Court of Weld County, Colorado, pursuant to order entered October 11, 1921.

After the suit was filed, a certain motion was interposed by the defendants which has never been disposed of. This motion remains to be heard as soon as the suit is put upon the active list.

At the time the suit was filed the District and The Laramie-Poudre Company had never had any accounting respecting the "Capital National" trust fund out of which Mr. Tew received his bonds upon joint order signed by himself as agent for the District. As I now recall, the District has since that date received all the remaining bonds of the Capital National funds, although no strict accounting has been made between the company and the district respecting the bonds originally deposited in the trust fund and subsequently disbursed therefrom.

I would suggest that early consideration of this suit be given and that the same be placed upon the active list but not until Mr. Todd or some other attorney has satisfied himself that the complaint is adequate to withstand the motion filed.

At the time this suit was brought it was the understanding with the then Board of Directors that I would bring the suit in order to protect the rights of the District, but that, owing to Mr. Tew and myself having theretofore been both acting as counsel for the District, it was thought wise that some other attorney should handle the case after the filing thereof. I still think it wise to follow this procedure, although I am ready and willing to aid wherever desired.

I would recommend that the matter be referred to Mr. Todd with instructions by the Board to proceed to final disposition of the case with such degree of dispatch as he
G.P.I.D. #2.

may think prudent in the premises.

Very truly yours,

[Signature: D. Elcarpenber]

By: B.

DEC:BB
May 23, 1922.

To The Board of Directors of
The Greeley-Fountain Irrigation Dist.,
Greeley, Colo.

Gentlemen:-

I beg leave to report that on the 19th inst. I called upon Charles F. Tew at his office at Denver, Colorado, accompanied by George Smith for the purpose of conference respecting the possible adjustment and settlement of the pending litigation between Mr. Tew and the District concerning the receipt by Mr. Tew of certain Greeley-Fountain bonds from the fund formerly known as the Capital National trust fund. After considerable conversation between Mr. Tew, Mr. Smith and myself, Mr. Tew stated that he would favorably entertain a proposition from the Board of Directors of the District to the effect that if he would return to the district $22,500 par value district bonds, with proper coupons attached, all matters of difference between himself and the district should be deemed settled and determined and the suit now pending against Mr. Tew should be dismissed with prejudice.

If this proposition meets with your approval I would suggest that Mr. Smith be delegated to receive said bonds for the district and upon such receipt the suit be dismissed.

Very truly yours,

DEC:bb
May 31, 1922.

Mr. H.L. McKee, President,
Greeley-Poudre Irrigation Dist.,
Greeley, Colo.

Dear Sir: -

In Re: Carriage Douglas Exchange Water.

Pursuant to your request on last evening I communicated by phone with George Ball of Pierce and ascertained from him that the Great Northern Water Supply Company proposed to have carried through the Greeley-Poudre Canal certain waters delivered through the Poudre-Valley Canal by exchange with the river from stored waters in Douglas and that these waters so to be carried through the Greeley-Poudre Canal were to be turned out by the District at Cobb Lake Inlet. It was thought that the waters so to be carried were not for storage in Cobb Lake but were for use on lands adjoining the Cobb Lake site.

In view of the fact that the injunctive order of the District Court of Larimer County of date May 14, 1920, only provided for the carriage of water to be stored in Cobb Lake, it was thought it advisable to consult with C.D. Todd, associate counsel for the District in that case before taking any further steps in the matter.

Consultation between Mr. Todd and myself took place this morning at which time we made study of the injunctive order of May 14, 1920, and the pleadings in the case and we concurred in the view that while probably all water carried by the Greeley-Poudre District through its canal for discharge at the Cobb Lake Inlet would be considered to have been carried under the provisions of the injunctive order, it nevertheless would be the better policy to have a distinct understanding to that effect before permitting the water to be delivered by the District. We accordingly called R.W. Fleming of Fort Collins, Secretary of the Great Northern Water Supply Company, and Mr. Todd conferred with him by phone at which conference it was agreed between Mr. Todd and Mr. Fleming that the carriage of Douglas Exchange water should be under authority of and pursuant to the terms, provisions and
conditions of the temporary injunctive order of May 14, 1920, and should continue for the season of 1922 only and further that the conversation had between them should be confirmed by correspondence between the two corporations, it being understood that the water might be delivered in the meantime pursuant to the verbal conversation by phone.

Mr. Todd and myself then formulated a letter addressed to The Great Northern Water Supply Company for signature by the Secretary of the District; as you will recall I called you by phone and read the letter in full before Mr. Sanders signed and mailed the same.

Mr. Sanders will report to the Board, giving a copy of the letter which he sent and I would suggest that such copy be attached to the minutes of the next meeting of the directors.

It is very important that great care be exercised on all matters respecting the carriage of water for The Great Northern Water Supply Company by reason of the disposition upon the part of that company to insist that the contract of June 11, 1907, between the old Poudre Valley Reservoir Company and The Laramie-Poudre Reservoirs and Irrigation Company is still in full force and effect although it is a well known fact that such contract was never executed, either in whole or in part, and was long since rescinded and abandoned. The District should permit no act to be done which will at any time give ground for a claim of recognition of this old 1907 contract. In view of these conditions the proceedings of this morning were taken.

Very truly yours,

DEC:BB