



WATER-RIGHT DOCKET

Grand Teton National Park

Docket No: 16

CEDAR TREE DITCH, GROS VENTRE RIVER (CANCELLED)

Preliminary Docket Information

07-03-2012: Notice of Cancellation

NOTICE OF CANCELLATION

This docket has been cancelled and may not contain all documents that pertain to the cancelled water right. If you wish to view this docket in its entirety, please contact the National Park Service Water Rights Branch, 1201 Oakridge Drive, Suite 250, Fort Collins, CO, 80525.

WATER RIGHT RECORD

Docket Number 16

Alien WR Number

Water Use Map NP-GT 2174

Sheet Number 2

IDENTIFICATION NO: GRTE R 0 1 4 2 1 1 5 ~~E~~ F 1 6

DITCH/WATER SYSTEM: CEDAR TREE DITCH

SOURCE OF SUPPLY: Gros Ventre River, Tributary of the Snake River

LOCATION:

Legal description and tie:

(Point of Diversion)

Headgate Location: N 61° 53' E, 3289 feet from the Northwest corner
of Section 12, Township 42 North, Range 115 West.

WATER RIGHT:

Appropriator: Nels Hoagland

Certificate Record Number: 30-417

Permit Number: 1863

Date of priority: June 22, 1898

Quantity of Water: 1.00 c.f.s.

Purpose: Irrigation and Stock

Irrigate Land Description:

(T 42 N, R 115 W)

30 acres - SW $\frac{1}{4}$ NE $\frac{1}{4}$ Section 3, T. 42 N., R. 115 W.

40 acres - SE $\frac{1}{4}$ NW $\frac{1}{4}$ Section 3, T. 42 N., R. 115 W.

70 acres - Total

SUMMARY OF STATUS:

The above land was conveyed to the United States of America by the
Jackson Hole Preserve, Incorporated, as contained in National Park Service
Deed Number 2, December 16, 1949.

WATER RIGHT RECORD

Docket Number 16

Alien WR Number

Water Use Map NP-GT 2174

Sheet Number 2

IDENTIFICATION NO: GRTE R 0 1 4 2 1 1 5 D F 1 6

DITCH/WATER SYSTEM: CEDAR TREE DITCH

SOURCE OF SUPPLY: Gros Ventre River, Tributary of the Snake River

LOCATION:

Legal description and tie:

(Point of Diversion)

Headgate Location: N 61° 53' E, 3289 feet from the Northwest corner of Section 12, Township 43 North, Range 115 West.

WATER RIGHT:

Appropriator: Nels Hoagland

Certificate Record Number: 37-565

Permit Number: 1863

Date of priority: June 22, 1898

Quantity of Water: 3.57 c.f.s.

Purpose: Irrigation

Irrigated Land Description:

(T 42 N, R 115 W)

10 acres - SW $\frac{1}{4}$ NE $\frac{1}{4}$ Section 3, T. 42 N., R. 115 W.

40 acres - NE $\frac{1}{4}$ SW $\frac{1}{4}$ Section 3, T. 42 N., R. 115 W.

40 acres - SE $\frac{1}{4}$ SW $\frac{1}{4}$ Section 3, T. 42 N., R. 115 W.

40 acres - NW $\frac{1}{4}$ SE $\frac{1}{4}$ Section 3, T. 42 N., R. 115 W.

40 acres - SW $\frac{1}{4}$ SE $\frac{1}{4}$ Section 3, T. 42 N., R. 115 W.

40 acres - NW $\frac{1}{4}$ NE $\frac{1}{4}$ Section 10, T. 42 N., R. 115 W.

40 acres - NE $\frac{1}{4}$ NW $\frac{1}{4}$ Section 10, T. 42 N., R. 115 W.

250 acres - Total

SUMMARY OF STATUS:

The above land was conveyed to the United States of America by the Jackson Hole Preserve, Incorporated, as contained in National Park Service Deed Number 2, December 16, 1949.

Water Right Docket No. 16
Cedar Tree Ditch
Grand Teton National Park

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General Water Use Plan, NP-GT 2174, Sheet #2.

File Maps.

Certificate No. 30-417.

Certificate No. 37-565.

Various memorandums and letters concerning Water Rights and Land Status.

14178

THE STATE OF WYOMING

CERTIFICATE OF APPROPRIATION OF WATER

CERTIFICATE RECORD No. 127 PAGE 565 ✓

WHEREAS, Hols Hoagland has presented to the Board of Control of the State of Wyoming proof of the appropriation of water from Gros Ventre River tributary of Snake River through the Cedar Tree Ditch under Permit No. 1863 for irrigation of the lands herein described, lying and being in Lincoln County, Wyoming,

Now KNOW YE, That the Board of Control, under the provisions of Chapter 61, Compiled Statutes of Wyoming, 1910, has, by an order duly made and entered on the 24th day of November, A. D. 1915, in Order Record No. 5, Page 174, determined and established the priority and amount of such appropriation as follows:

Name of Appropriator Hols Hoagland Postoffice Address Kelly, Wyoming;
Amount of Appropriation 3.57 cu. ft. per sec.; Date of Appropriation June 22, 1896; Description of land to be irrigated and for which this appropriation is determined and established: Total Acreage Two hundred and fifty (250) Acres.

10.0 A. S. 1/4 NE 1/4 Sec. 3, T. 42 N. R. 115 W.
40.0 A. NE 1/4 S. 1/4 Sec. 3, T. 42 N. R. 115 W.
40.0 A. SE 1/4 S. 1/4 Sec. 3, T. 42 N. R. 115 W.
40.0 A. NW 1/4 S. 1/4 Sec. 3, T. 42 N. R. 115 W.
40.0 A. SW 1/4 S. 1/4 Sec. 3, T. 42 N. R. 115 W.
40.0 A. NE 1/4 Sec. 10, T. 42 N. R. 115 W.
40.0 A. NE 1/4 Sec. 10, T. 42 N. R. 115 W.
250.0 A. Total acreage.

and the amount of water so appropriated and established is limited to irrigation of the lands herein described and to the purpose for which acquired; rights for irrigation not to exceed one cubic foot per second for each acre of land so appropriated as herein determined and established.

Witness my hand and the seal of said Board, this 24th day of November, A. D. 1915, and caused the seal of said Board to be hereunto affixed.

Secretary.

President.

CERTIFICATE OF APPROPRIATION OF WATER APPROPRIATION RECORD NO. PAGE

[illegible]

Name of Applicant	County	Section	Postoffice Address	County	Section	Postoffice Address	County	Section	Postoffice Address
James H. Appleton	St. Louis	10	St. Louis, Mo.	St. Louis	10	St. Louis, Mo.	St. Louis	10	St. Louis, Mo.
James H. Appleton	St. Louis	10	St. Louis, Mo.	St. Louis	10	St. Louis, Mo.	St. Louis	10	St. Louis, Mo.
Amount of Appropriation \$100,000.00 Date of Appropriation June 2nd, 1902 Description of Land to be Irrigated and Estimated the appropriation is determined and established Total Acreage Seventy (70) acres. 200.000 N¹/₂ Sec. 3, T¹/₂, R. 42 E., S. 115 N. 400.000 N¹/₂ Sec. 3, T¹/₂, R. 42 E., S. 115 N. 700.000 Total acreage.									

The right to water hereby confirmed and established is limited to irrigation ~~and for stock purposes~~ and the use is restricted to the place where acquired and to the purpose for which acquired; rights for irrigation not to exceed one cubic foot per second for each seventy acres of land for which appropriation is herein determined and established.

IN TESTIMONY WHEREOF, I, CLARENCE T. JOHNSTON, President of the State Board of Control, have hereunto set my hand this MAY 23, 1910, _____
day of _____, A. D. 19____, and caused the seal of said Board to be hereunto affixed.

ATTEST: MARTHA KALITZ, Secretary, Edward J. Schuchman, President.

Other Supporting Information

May 23, 1955

STATEMENT BY GORDON W. ROBERTSON

Amasa James, as agent of the United States, cleaned
the Cedar Tree Ditch about June of 1952 and started exercising
the rights of the United States therein.


Assistant Chief, Water Resources Section

In reply refer to:
L3019-L

OCT. 8, 1953

Mr. Wendell S. Wilson
Teton Valley Ranch
Jackson Hole
Kelly, Wyoming

Dear Mr. Wilson:

I sincerely regret having been unable to call on you at Grand Teton this summer which would have given us an opportunity to discuss your land and ditch problems on the ground. As it worked out, my time was much too short and I have not had an opportunity to write to you as I have been away from Washington almost continuously.

All phases of the matter have, however, been investigated carefully by appropriate members of our staff. It is evident that the improvements of the Cedar Tree Ditch, in 1952, and the Savage Ditch, in 1953, have been made on standards far below those normally acceptable in modern irrigation practices. It is understood that you contributed financially to the work on the Savage Ditch.

We will issue appropriate instructions during the winter to prescribe standards of irrigation ditch operation, maintenance, and rehabilitation, designed to prevent further possible damage to both Federal and private lands in the Park.

You indicated, in discussions with Messrs. Dunn, Judge, and Lewis, that some of the immediate damage to the landscape had disappeared with a year's growth of native vegetation, and proposed that no corrective measures be taken except to improve the safety of the bridge or fill across the Cedar Tree Ditch. I assume that the bridge has now been improved temporarily to your satisfaction, in accordance with Mr. Dunn's suggestion to you and Mr. James. I can assure you that any future repairs will be based on proper engineering design first offered for your consideration. You also indicated that any recompense for your claimed damages be in the form of a long-term lease to 920 acres of Federal land, of which 360 acres are now under lease to you until December 31, 1959. These are separate and unrelated matters which we must consider on their individual merits.

I deeply regret that the present situation has arisen and hope that the matter can be amicably adjusted. However, detailed study and analysis of the situation on the ground by members of my technical staff did not disclose that you have a claim for damages against the United States.

We have no authority to grant the long-term leases you request in recompense even if the lands were available. Further, the 560 acres in question, formerly leased to Howard Erwin, have been subjected to sheet erosion which cannot be properly corrected by the end of your lease period on the other tract.

So much of the Park land needs soil conservation measures and erosion control that there are few tracts which should be opened to grazing in the next 5 or 10 years. However, I am instructing the Regional Director to make a concerted effort to help you during the next year or two. It may take a little time to evaluate the information which Mr. Dickison has been assembling on soil conditions.

In the proposed regulations mentioned above, we will prescribe proper treatment of ditches when maintenance work is done; and will require that diversions be limited to safe ditch capacities and that adequate enlargements will be made when more land is placed under irrigation by any of the joint owners. We also propose to consolidate ditches, so far as the joint owners are agreeable, to reduce the number of encumbrances on the land. These regulations will apply only to Federal interests in land, rights of way, and ditches, based on proportionate, appurtenant water rights. The consolidation of ditches will also be subject to concurrence of the joint owners of ditches, and owners of traversed lands.

I regret this matter has taken so long and that there was not an opportunity to talk it over with you personally.

Sincerely yours,

(Sgd) Conrad L. Wirth

Conrad L. Wirth
Director

Copy to: Regional Director, Region Two (2), with 2 copies of
Mr. Wilson's letter of September 19
Mr. Price) each with copy of
Mr. Vint) Mr. Wilson's letter
Mr. Dunn) of September 19

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UNITED STATES
DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

July 24, 1953

To: Director

From: Messrs. Dunn and Lewis

Subject: Report on Complaint of Wendell S. Wilson, Teton Valley Ranch,
Regarding Construction and Maintenance by Amasa James, deceased,
and sons, Grand Teton National Park

Mr. Wendell S. Wilson, proprietor and operator of Teton Valley Ranch, a summer dude ranch camp for children within the boundaries of Grand Teton National Park, east of Kelly, wrote this Service on March 6, 1953, enclosing photographs, and complaining of the construction work done by Amasa James, since deceased, in reopening the Cedar Tree Ditch, through the Wilson property. Mr. Wilson also outlined certain other proposals regarding the lease and use of certain lands for grazing for his ranch and for the Fish and Wildlife Service. Since he appears to have developed some later proposals regarding the grazing matters, they will be discussed herein only insofar as they affect this Service and the ditch problem.

The Wilson property is crossed by the Savage, Cedar Tree, and Ideal ditches, the Savage being the highest, and the Ideal being the lowest or nearest the Gros Ventre River. Mr. Wilson obtains water from the Savage Ditch, but the other two are entirely to serve the land of others, and constitute encumbrances on the Wilson land. The Cedar Tree Ditch serves only Federal land under lease to the James family until about 1957, while the other two serve lands under the ownership of several parties, including in each case the United States.

All three ditches have been cleaned and repaired during the past year, some of the work being in progress while Mr. Dunn was in the Park in early July. In his inspections, Mr. Dunn was appalled by the poor construction, sloppy maintenance, and excessive water loading in all three ditches. Accordingly, most of the objectionable workmanship of Amasa James must be considered as standard, local practice, and does not constitute grounds for complaint or damages. In fact, Mr. Wilson is presumably contributing funds for the sloppy work on the Savage Ditch which is now in progress across his land.

A few examples of the general practice are worth noting as a basis for evaluating the damages attributed to Mr. James, and for consideration in connection with conditions which should be imposed in Federal leases and permits in the future when they include authorization for the use of Federal interests in ditches and water rights. Most of the hillside, or side-hill ditches have been constructed with inadequate levees along the lower sides and the Ideal Ditch broke out into the river as soon as full diversions were made, shortly after Mr. Dunn's arrival in the Park. The bulldozers of the Fish and Wildlife Service were used to push up an inadequate new levee with a ragged top and no regular side slopes. On the Savage Ditch, the same Fish and Wildlife Service crew has been building up the same crude levees and covering, or knocking down the old vegetation in cleaning the ditch channel, and a Coast and Geodetic Monument was up-rooted and moved about thirty feet. Since, the "maintenance", so-called, water has been allowed to run awash of the bridges over the ditches, in such quantities that return flow from the fields has flooded roads to a depth of nearly two feet in the low spots.

Attention has already been called to the similarity of ditch and maintenance activity by the late Amasa James and the Fish and Wildlife Service. It is significant that neither the lease to Mr. James, nor the agreement between the National Park Service and the Fish and Wildlife Service prescribe any standards of ditch construction maintenance, or operation, or of irrigation practice. Review of other leases to lands in Grand Teton National Park will also show that they are equally lacking. Moreover, at least in the lease to the Bar B C Ranches, Inc., (Mrs. Irvin Corse), and the sub-lease to Mr. and Mrs. T. H. Conderman, no cognizance has been taken of the condition of ditch systems at the time of execution. Accordingly, although all parties might be expected to adhere to modern engineering and irrigation practice, there is also the implication that systems were merely to be maintained as found, and it is impossible to estimate conditions when the Jackson Hole Preserve, Inc., initiated the leases. Many ditch structures look as though there must have been need for repair when leases were first issued, and as though there had been little or no subsequent restoration or repair. The Bar B C Ranch, with years of erosion from missing flumes, and with 25-year-old sagebrush in former irrigated fields, is an excellent example.

With these back-ground observations, most of Mr. Wilson's complaints have little specific application to the work on the Cedar Tree Ditch so long as the same practices are tolerated on the other ditches. Moreover, it is evident from the interview on July 11 at the Wilson place with Messrs. George James, Wilson, Judge, Lewis and Dunn present, that much of the present, undesirable condition could have been prevented while the work was in progress.

The history of the ditch problem appears to be, briefly, as follows:

1. Anasa James, sometime in the spring of 1952, made oral request to Mr. Wilson's foreman, Chet Smith, for permission to recondition the ditch, to which the United States had a vested easement, and which Mr. James, as its tenant, had the privilege of exercising. The easement and water rights had not been exercised for some time, but were valid. The foreman wrote to Mr. Wilson for, and obtained written consent for the work. Mr. Wilson acknowledged the exchange of correspondence with his foreman at the July 11 discussion, but suggested only a possibility of being able to find the letters. Copies were requested at the conference, but were not produced. There should have been made, at the time, written request by Mr. James, or by the Park Superintendent, and consent, by Wilson, granted in the same manner, in order that a written proof of the extent of the consent would be available, and such procedure is suggested in future similar cases.

2. Mr. Wilson claims that the foreman suggested that the work was to be done on the lower end of the ditch, near Kelly, and he says he was surprised to find the crews working at the upper end when he arrived. It would be hard to justify any work on the lower end if the upper end were not also made suitable for carrying water. If there was any question, or failure to recognize the hydraulic problems, Mr. Wilson should have requested more details before giving consent.

3. Mr. Wilson admits that he returned to the ranch shortly after excavation started at a much valued point of land, but he permitted the work to continue because original conditions could not be fully restored. If there was any objection, the work should have been stopped for further study. Moreover, if the work was to be done so near the date of Mr. Wilson's return to the area, he should have specified that the work be deferred until his arrival.

4. Much of the undesirable work could have been corrected while crews and machinery were on the job, but Mr. Wilson either does not know, or does not care to define what would have been considered by him as a satisfactory project.

Mr. Wilson has enumerated four resulting damages to his property, but all but the last, hereafter described, have become less significant between the date of his first complaint of last year, and the date of our conference on July 11, 1953:

1. The ditch cuts off access between the upper and lower bench of the Wilson tract, between which he claims his horses had formerly somewhat easier access.

The ditch is at the bottom of a fairly high, steep slope,

much of which is covered with old sage-brush, down which horses must have found it difficult to descend even before the work of 1953. However, there are some stretches of bank, 10 to 15 feet high, on about 1 to 1 1/2 slope, which have been newly cut, and are not used by the horses. The ditch bottom is of fair cross section, carrying only a few second-feet of water, with a depth of about a foot. The fill, or levee, on the outer slope is irregular, and much of it is too high and steep, and should have been levelled and dressed along the slopes, both for appearance and to prevent breaks where the horses trample it down. Horses were scrambling across the ditch on July 11 with more potential damage to the ditch than to the animals. It is significant that the Cedar Tree is only one of the three ditches the horses must cross to reach the upper bench, the other two carrying close to 150 second feet of water at a depth of 4 or 5 feet. There was a poor balance of cut and fill, and resulting appearance that the ditch has been enlarged more than is actually the fact.

Mr. Wilson, on July 11, now that the matter is in its second year, did not appear to consider the desirable finishing to be necessary, and apparently wants to resolve the problem by acquiring additional lands by lease, as set forth later herein. He says he would like to have his land restored to the same value, dollarwise that it had before the work was done, and feels the additional acreage would so restore it. Later discussion herein shows this to be impossible.

2. The ditch spoils the photogenic view of the Tetons from the lodge, or camp, on the other side of the river.

The cut banks, and irregular levees on the lower sides of the Savage, Cedar Tree, and Ideal ditches are fresh, and relatively devoid of vegetation, but the banks along the Cedar Tree are far less noticeable than those along the other two ditches, with bunches of weeds which have returned during the past year. It should be noted, incidentally, that Mr. Wilson participates in the benefit from the Savage Ditch, the most noticeable of the three from the lodge. Moreover, the view is also marred by the telephone line at the top of the cut.

Except at a few spots where a little planting would both improve appearances and reduce erosion, the worst scars are along the Savage Ditch, which has been cleaned by the Fish and Wildlife Service this summer, with partial assessments against Mr. Wilson. As stated, he doesn't consider further landscaping justifiable at this time.

3. The bridge across the ditch, on the road to the camp, is unsafe.

The unused ditch had been crossed on a fill for many years and probably since Mr. Wilson acquired the property. Mr. James

constructed a very low bridge, with approximately 12" by 12" decking, on the same site, and then restored the fill on the bridge. The resulting product is an earth fill similar to the original, with a wide, low wooden culvert. The bridge is immediately adjacent, and at a right angle to the main road; and the side road to the ranch crosses the bridge on a steep, descending grade. The result is that a motorist must make a sharp turn onto the relatively high and narrow fill while pitching over the brow of the hill - an action needing care at any time, and particularly at night. We do not know whether the approach over the original fill was similar in grade and angle to that at present, however.

The bridge or culvert, is said to be wider than the original fill, and approximately the same width is maintained to the road surface, with two logs along each side to partially confine the top fill. However, there is a gap of about a foot between the upper and lower log, on each side, and the surface fill may be expected to slough through in time, and the surface of the road would be reduced in width from the present 12 feet to about 8 feet. There are no guard rails, and the surfacing includes loose rocks up to 3" or 4" in diameter. The bridge decking and side logs are old, and decay will be rapid under the earth fill.

Mr. Dunn suggested the following measures for the immediate future, which will probably serve for only a few years; and Mr. James agreed to make them:

A. Place another log along each side behind, and in the gap between the two existing ones on each side of fill, to prevent slough.

B. Construct a guard rail around the curving approach, and across the Bridge.

C. Remove all ~~coarse~~ and loose rock from the road surface, to prevent skidding.

Mr. Wilson did not like the structure as it is, but offered no alternative solution. The aforesaid improvements are temporary, and may, or may not suit Mr. Wilson, depending on how well Mr. James does the work.

4. Mr. James cut back about 30 feet at point, or promontory where the Seaborn cabin was formerly located, and where Mr. Wilson hoped to build a new camp building at some future date, the site overlooking his favorite marshy reaches of the river.

Mr. Wilson admits that work was only started when he reached camp last year, but he did not stop it because he considers the damage to have been done in the initial stages. The cut moved the

ditch off its vested right of way, and improved alignment, and reduced the danger of wash-outs, but the original alignment could have been used with a section of 3' or 4' culvert for 100 feet or 200 feet of distance; or with a carefully constructed levee.

The cut has eliminated 0.10 to 0.15 acre along the edge of the large bench between the Savage and Cedar Tree ditches, which is insignificant as to acreage. The worst feature is that the cut bank is about 20 feet high, and on little more than 1 to 1 slope. Safety, and inaccessibility of the River are the undesirable features. Both features probably existed to a degree before, and could be largely corrected now, by using culvert more or less along the original alignment, and partially back-filling and partially dressing the bank.

In the discussion, Mr. Wilson just did not care to consider restoration, even though remedial action might have been contemplated in connection with his original construction plan. He has lost a small area of flat land, and declined to consider any recompense except a long-term lease or permit to several hundred acres of grazing land within the Park. There is considerable question whether his damages even remotely approaches the suggested recompense. Disregarding the fact that there is no authority to grant the suggested type of lease, there is also the question of whether the James estate or the United States should assume responsibility for damages.

Mr. James stated that it cost approximately \$3000.00 to restore the Cedar Tree Ditch as it is, and he has only four years to use it before the Fish and Wildlife Services takes over the land that it serves. The whole project seems of questionable economy for the term of the lease, and the possibility of having the Fish and Wildlife Service participate in any further improvements is worth considering.

Mr. Dunn suggested from Washington in 1952, when the matter was being initially discussed, that either the Cedar Tree or Savage Ditch might be used to deliver water to the land leased to Mr. James, and wondered why the latter, which is higher, was not used. Mr. Wilson raised the same question in the discussion of July 11. Mr. James also stated that such transfer of rights from one ditch to the other would be desirable, but a right of way for a lateral from one to the other, at the lower end of the Wilson tract would be needed, either on the Wilson or Federal land.

The Cedar Tree Ditch is authorized to carry about 5.5 second-feet, including allowances for transit losses. The Savage Ditch was carrying approximately 125.00 second-feet on July 11, at the upper end of the Wilson tract, probably in excess of authorized diversions. In all probability the Savage Ditch can now carry the Cedar Tree water without enlargement, and the only added expense

would be for the construction of a lateral at the lower, or west, end of the Wilson tract, at less than has already been spent on the Cedar Tree Ditch. The transfer would eliminate future, duplicate ditch maintenance, and resulting transit and evaporation losses, but the Cedar Tree Ditch should be obliterated where abandoned on the Wilson tract. The change is recommended for the future, with the expense to be borne by the Fish and Wildlife Service and the National Park Service, jointly, but only after a development plan is formulated.

By confidential memorandum of July 7 to the Director, the Regional Director suggests that Mr. Wirth discuss the possible land use in lieu of recompense for ditch damages on his visit to the Park about August 1. Mr. Wilson has also asked when, and has been advised that Mr. Wirth will be in the Park in early August, and seems to anticipate final settlement, or agreement. However, in view of the foregoing, it is suggested that such final settlement be deferred, and that present conferences with the parties concerned be restricted to clarification of the issues. It is not felt that substantial permanent physical damage to the Wilson property was caused by the Cedar Tree Ditch construction, and commitments by this Service, because of the rather involved legal situation of the respective parties, would be improper at this time. Upon completion this fall of water and ditch rights studies, now in progress, proposals can be made for settlement, based upon a more intelligent plan for the ultimate consolidation of ditches.

During his discussion of the problems on July 11, Mr. Wilson indicated that, rather than accept recompense from Mr. James, or physical restoration of the area allegedly damaged, he wanted this Service to grant him, in settlement, the long-term leases set forth in his letter of June 5 to some 920 acres of land. To be sure, this proposal, if it were legally acceptable, would obviate further discussion of the ditch problem. However, such a proposal is not acceptable for two reasons.

1. Although Mr. James, as lessee of the United States, acted under inadequate instructions from the United States, and did not restore the ditch in accordance with best irrigation practice, he did; however, adopt the same standards and practices followed locally by Fish and Wildlife Service and those with private interests in the adjacent Ideal and Savage ditches. Moreover, although not in writing, Mr. George James and Mr. Wilson both agree that the consent of the latter was given to rehabilitate the Cedar Tree Ditch, and Mr. Wilson, who was present during part of the reconditioning, took no steps to stop those features of the work to which he now objects. Further, the United States cannot, of course, and Mr. James should not, assume or accept any responsibility for allegedly negligent work done by Mr. James' contractor, until Mr. Wilson can definitely establish that the damages he claims were caused by work deficient even by local standards. No admission

of negligence of anyone acting in behalf of the United States, or of Mr. James, under these circumstances would be proper in any discussion of a solution of the problem.

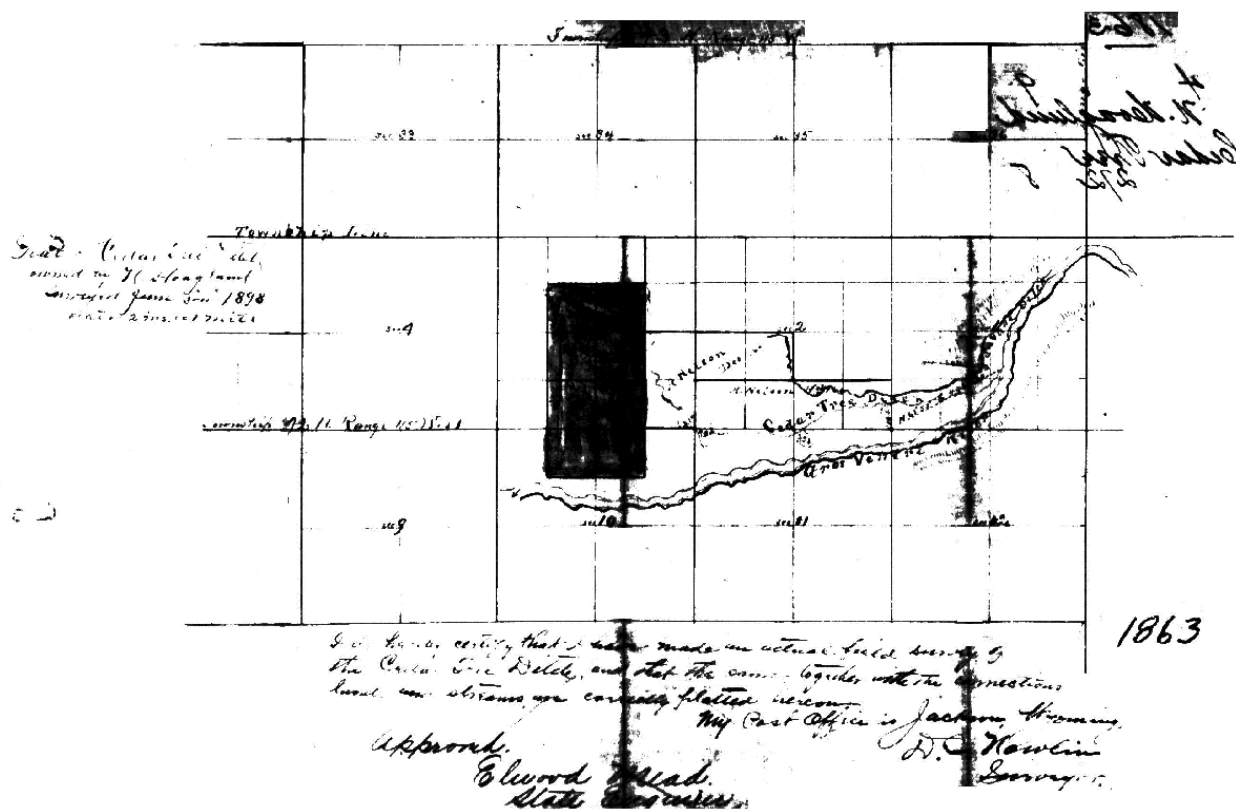
2. For the reasons set forth in Mr. Wirth's letter of April 22 to Mr. Wilson, it is not possible to grant long-term leases without specific authority in each instance from Congress.

Since Mr. Wilson maintains a wholesome type of dude ranch activity which appears worthy of encouragement in the Jackson Hole area, the occupancy by Mr. Wilson, by special use permit, not, however, by lease, of the areas suggested in his June 5 letter, and the Region's memorandum to the Director of July 7, is properly a subject of discussion, but not in relationship to the ditch problem. However, in his inspection in late June Mr. Fred Dickison determined that much of the land had already been over grazed, and should not be so used again for some time.

/s/ A. van V. Dunn
A. van V. Dunn
Chief, Water Resources Branch

/s/ Eben H. Lewis
Eben H. Lewis
Attorney

copies to: Mr. Wirth at Grand Teton
Region Two
Superintendent, Grand Teton
Mr. Dunn
Mr. Lewis
Mr. Gerner



Docket Information

Number of Documents in Docket 20

Documents Dated from 7/24/1953 to 7/3/2012

Docket Compiled: 7/3/2012