

1986

Ernest J. Miller v. John D. Archer and Elizabeth B. Archer : Reply Brief

Utah Court of Appeals

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BRIEF

UTAH
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DOCKET NO. 860371-CA

SUPREME COURT OF UTAH

STATE OF UTAH

ERNEST J. MILLER,)
)
Plaintiff and Respondent,)
)
vs.)
)
JOHN D. ARCHER and ELIZABETH)
B. ARCHER, both individually and)
as Trustees for the Elizabeth)
Daly Archer Trust, and)
HUBERT WOLFE, JUDY W. WOLFE,)
and ELLIOTT WOLFE, as Trustees)
for Elliott Wolfe Trust No. 701,)
)
Defendants and Appellants.)

Supreme Court Docket
Number 860428
Category No. 13b

86-0371-CA

JOHN D. ARCHER and ELIZABETH)
B. ARCHER, both individually and)
as Trustees for the Elizabeth)
Daly Archer Trust, and)
HUBERT WOLFE, JUDY W. WOLFE,)
and ELLIOTT WOLFE, as Trustees)
for Elliott Wolfe Trust No. 701,)
)
Third-Party Plaintiffs,)
)
vs.)
)
WILLIAM J. COLMAN,)
)
Third-Party Defendant.)

APPELLANTS' REPLY BRIEF
EXHIBIT

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MAY 13 1987

Clerk, Supreme Court, Utah

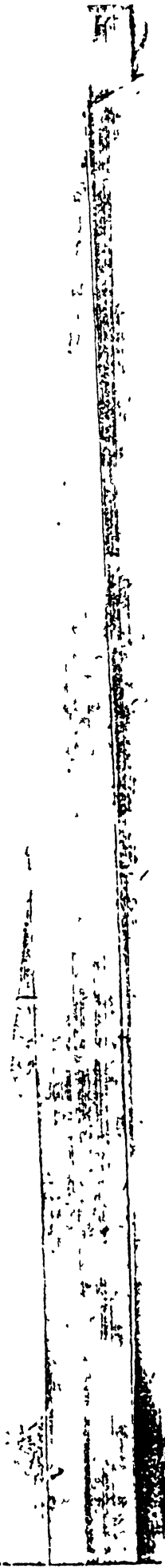
Therefore, we are going to have to sue both ~~the~~ ~~parties~~
Fisher & Wolf

Complaint is considered to be anything, what did
Baird/C. deal with? It is factually considered
One attorney could by mutual agreement's tried to be even
- now he's acting ~~adversely~~ - i.e. the accounting - ~~the~~
Trying to give him what he wants... his reaction in it only
complaint - about lack of cooperation - these are fairly con-
tentious complaint - like the ~~only~~ ~~one~~ the statement he made
are incoherent... had to be determined to make an issue
of their question... his exposure may be more than he really
understand a bluff and even if not in it he could not



under
advertisement

Post. 90000000000
 land never included in
 ? ? ? ? ? ? ? ? ? ?
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 ? ? ? ? ? ? ? ? ? ?



3 EJA: re: Adams J & L. re: position. It: A.T.C. 1910
PR. ...re: estate probate was done, why it was done the
way it was - it was a loan to be collateralized by
pledging the Ranch - 500,000 @ 20% for 18 Nov. 1910
wanted to structure the arrangement to make a Report
again i.e. buy Ranch for 500,000 Sell. back in
1913 for 1,000,000 - (1,000,000 plus 100,000 interest)

Don't know

re: agreement re: amount of interest
accruing against what?

Inconsistent w/ his concern about the
value of Ranch - "..." doesn't think
it's worth \$500,000/\$650,000 - if that
were true...? Why has he taken
the position he has - i.e. Colman
has no option to purchase?;

Wolf said Colman never mentioned
the possible claim rate - Colman dis-
- John Clarke in front of 2nd meeting
Colman - never considered it impor-
tant enough to stress - (Wolf in 1st meeting
not mine) - False point
compare value of 5% O.R.R.

Under
advisement.



~~That~~ questionnaire was
he signed Jan. 4th or 5th a
binding - a contract - maybe from
from beginning; i.e. if he didn't
intend to grant an option
Colon to buy back ranch
day one

The entire deal was a so.
pure and simple

4/4/73 | AM - 7 - 1 - 1

J. P. ... / can't office
with ...

→ Colman ...
to ...

... of ... to let
June ... December 82 - if he
couldn't ... - would ...
to ... by Feb 15th
extended to 15th of March - then 15th
of March - then end of March since
that time - Colman said he couldn't
expect ... to extend date to
excuse indefinitely

(over)

under
advisement



John said - says we
we've been talking to the "Consumer
District" - re: sale - Coleman said
" - I made a full disclosure re:
Con Dist" -

John " I know you did - "
John " but why(?) should Junior
make any thing on the deal? "


CERTIFICATE OF MAILING

I hereby certify that I caused to be hand-delivered ten (10) true and correct copies of the foregoing Exhibit "A" to Appellants' Reply Brief to the Clerk of the Utah Supreme Court, and that I mailed four (4) true and correct copies of the same to Respondent's attorney at:

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Postage pre-paid in Salt Lake City, Utah, this 5th day of

May, 1987.



E. Craig Smay

Attorney of Record for Appellants