

1991

Young Farms Limited, a limited partnership, Phillop O. boyer, virgil condon, Boyd J. Farr, Homer L. Hale, Marie M. Irvine, G. Kenneth Johnson, Kenneth W. Jones, Robert C. Newman, Toffie Sawaya, Richard Stover, William Tingey, James E. Watts, Ralph M. Wright vs. Richtron Inc., Paul H. Richins, Aral Wesley Allred, Sarah Elaine Allred, Bank of Utah : Reply Brief

Utah Supreme Court

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BRIEF

919902

IN THE SUPREME COURT OF THE STATE OF UTAH

YOUNG FARMS LIMITED, a)
limited partnership, PHILLIP)
O. BOYER, VIRGIL CONDON,)
BOYD J. FARR, HOMER L. HALE,)
MARIE M. IRVINE, G. KENNETH) CASE NO. 19902
JOHNSON, KENNETH W. JONES,)
ROBERT C. NEWMAN, TOFFIE)
SAWAYA, RICHARD STOVER, WILLIAM)
TINGEY, JAMES E. WATTS, RALPH)
M. WRIGHT, limited partners,)
Plaintiffs-Appellants,)
-vs-)
RICHTRON, INC., a Utah)
corporation, and PAUL H.)
RICHINS; ARAL WESLEY ALLRED)
and SARAH ELAINE ALLRED, his)
wife; BANK OF UTAH, a Utah)
corporation,)
Defendants,)
LEO H RICHINS,)
Intervening Respondent.)

APPELLANTS' REPLY BRIEF TO
RICHTRON, INC.'S BRIEF

Appeal from the Judgment of the Second Judicial District
Court for Davis County, State of Utah
The Honorable Douglas L. Cornaby, Judge

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FILED

MAY 16 1985

Clerk of the Court, Utah

IN THE SUPREME COURT OF THE STATE OF UTAH

YOUNG FARMS LIMITED, a)	
limited partnership, PHILLIP)	
O. BOYER, VIRGIL CONDON,)	
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IN THE SUPREME COURT OF THE STATE OF UTAH

YOUNG FARMS LIMITED, a)
limited partnership,)
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CONDON, BOYD J. FARR,)
HOMER L. HALE, MARIE M.)
IRVINE, G. KENNETH JOHNSON,)
KENNETH W. JONES, ROBERT)
C. NEWMAN, TOFFIE SAWAYA,)
RICHARD STOVER, WILLIAM)
TINGEY, JAMES E. WATTS,)
RALPH M. WRIGHT, limited)
partners,)

Plaintiffs-Appellants,)

-vs-)

RICHTRON, INC., a Utah)
corporation, and PAUL H.)
RICHINS; ARAL WESLEY ALLRED)
and SARAH ELAINE ALLRED, his)
wife; BANK OF UTAH, a Utah)
corporation,)

Defendants,)

LEO H. RICHINS,)

Intervening Respondent.)

APPELLANTS' REPLY BRIEF
TO RICHTRON, INC.'S BRIEF

CASE NO. 19902

REPLY TO RICHTRON, INC.'S NATURE AND DISPOSITION OF CASE

The original action in the lower court was brought by the limited partnership, Young Farms Limited, and all of its limited partners as plaintiffs against the retired general partner and the general partner's president (see Ex. "F", Richtron, Inc. brief). Later the plaintiffs amended their complaint to add the owners of the real property, the Allreds, under the contract of sale in controversy and the Bank of Utah (see Ex. "J", Richtron, Inc. brief).

The plaintiffs were seeking an accounting from the retired general partner, a delivery of the assets from the general partner, a determination of the interests of the parties in the real property, and for damages and punitive damages to be determined.

The defendants, in their Answer and Counterclaim (see Ex. "G", Richtron, Inc. brief) and their Answer and Cross-claim to the Amended Complaint (see Ex. "K", Richtron, Inc. brief) and pre-trial order (see Ex. 1, attached), made an issue in the lawsuit the right of the defendant, Richtron, Inc., to be the liquidating general partner. The Court entered its Partial Summary Judgment after Mr. Paul Richins had argued the issues relative to the right of Richtron, Inc. to be the liquidating general partner (see Affidavit of Paul H. Richins, Ex. "T", Richtron, Inc. brief and supporting documentation. Also see Minute Entry, Ex. 2, attached, and Partial Summary Judgment, Ex. "U", Richtron, Inc. brief).

Richtron, Inc. claims that the issue of their right to be the general liquidating partner was never adjudicated in this case. However, the Court's ruling and the issues raised by the defendants themselves belie this contention, and it is clear that that is exactly what the Court ruled when it granted the Partial Summary Judgment dismissing the defendants Richtron, Inc. and Paul H. Richins from the action.

Richtron, Inc. appealed the dismissal pro se (see Ex. "V", Richtron, Inc. brief) and no further action was taken and the appeal was dismissed and remanded.

The defendants were ordered by Judge Palmer to deposit the 1980 payment on the Allred contract into the Court (see Ex. "I", Richtron, Inc. brief), "that the funds, when deposited, will be placed in an interest-bearing certificate and held pending the determination of the rights of the parties in the Allred contract and the properties underlying said contract."

The defendants deposited a Letter of Credit (see Ex. "L", Richtron, Inc. brief) in lieu of cash and, after several Orders, the cash was retrieved from the Letter of Credit (see Ex. "M" and "P", Richtron, Inc. brief). The Court ruled in

its Partial Summary Judgment (see Ex. "U", Richtron, Inc. brief) that the defendant, Richtron, Inc., had no interest in the Allred contract, the real property which is the subject matter of this lawsuit. Richtron, Inc. was represented at the Motion for Partial Summary Judgment by attorney George Handy and no objection was made by him to the granting of the Partial Summary Judgment.

The Letter of Credit was deposited by both defendants, Richtron, Inc. and Paul H. Richins, and not by Leo H. Richins. The purpose of the \$10,431 which was paid into the Court was to be the 1980 Allred contract payment which was withdrawn by the defendants, Richtron, Inc. and Paul H. Richins, under a tender letter (see Ex. "AA", Richtron, Inc. brief). The payment of the funds by the defendants was in response to the withdrawal of the funds from the escrow account and in response to their tender and offer dated December 4, 1981, which tender and offer the defendant, Richtron, Inc., was unable to perform when he made the tender (see Tr. p. 71, lines 14-21, Ex. 3, attached).

In regard to Richtron, Inc.'s contention that Judge Cornaby did not allow Richtron, Inc. and Paul Richins to present evidence in their defense because they had been dismissed from the case, the plaintiffs-appellants made a motion at the hearing (see Tr. p. 5, lines 21-25, p. 6, lines 1-25, p. 7, lines 1-25, p. 8, lines 1-13, Ex. 4, attached) to reinstate the parties to the lawsuit and have all parties present and try all the issues before the Court. The defendant, Paul H. Richins, objected to the motion and the Court denied the motion to reinstate all parties. Therefore, Paul H. Richins and Richtron, Inc. had an opportunity to be reinstated into the lawsuit and have all of the issues, including the issue of the right to control, heard, even after the defendants dismissed their appeal and

the defendants objected to being reinstated into the lawsuit and can't be heard to complain about not being able to present evidence at this time.

REPLY TO PARAGRAPH 2, RICHTRON, INC.'S STATEMENT OF FACTS

Footnote #1 is a voluntary statement which has no basis in the record whatsoever and has no basis in fact.

REPLY TO PARAGRAPH 4, RICHTRON, INC.'S STATEMENT OF FACTS

The lawsuit was filed by the limited partnership, by and through its limited partners and substitute general partner, Tower Realty, Inc.

REPLY TO PARAGRAPH 7, RICHTRON, INC.'S STATEMENT OF FACTS

The record fails to differentiate on whose behalf the Barnes Banking Company provided the Letter of Credit. There is no indication on the Letter of Credit which of the two defendants the money is to be drawn in favor of (see Ex. "L", Richtron, Inc. brief). In Richtron, Inc.'s footnote #2, p. 4, Richtron, Inc. has inserted "including Young Farms" which was not part of the Order.

REPLY TO PARAGRAPH 11 OF RICHTRON, INC.'S STATEMENT OF FACTS

As indicated before, there is no indication that Leo Richins provided the Letter of Credit on behalf of Paul Richins, and it was ordered to be provided by the defendants.

REPLY TO PARAGRAPH 12 OF RICHTRON, INC.'S STATEMENT OF FACTS

Judge Cornaby's Order (see Ex. "Q", Richtron, Inc. brief) and the question of its being constitutional was never appealed that I am aware, unless the appeal is that referred to in Richtron, Inc.'s footnote #2 and, as is apparent from the Partial Summary Judgment (see Ex. "U", Richtron, Inc. brief), Richtron, Inc. was represented at that hearing by Mr. George Handy. There is no evidence in the record as to why Richtron, Inc.'s legal counsel withdrew. Judge Cornaby's Order was dated July 21, 1983, and Mr. John T. Anderson withdrew as counsel as of the 12th day of October, 1983, just prior to the hearing on plaintiff's Motion for Summary Judgment, at which time

Mr. Handy appeared as counsel for the defendant, Richtron, Inc., which Order was dated the 9th day of November, 1983. If Richtron, Inc. was constitutionally without legal counsel, it was only without legal counsel from the 12th day of October, 1983 until November 9, 1983 (see Ex. "U", Richtron, Inc. brief).

REPLY TO PARAGRAPH 13 OF RICHTRON, INC.'S STATEMENT OF FACTS

No relief was requested because the Order (see Ex. "I", Richtron, Inc. brief) made the funds determinative upon the rights of the parties in the Allred contract and the Partial Summary Judgment (see Ex. "U", Richtron, Inc. brief) determined that the defendants had no interest in those properties, thereby granting affirmative relief in regard to the \$10,431 on behalf of the plaintiffs, Young Farms Limited.

REPLY TO PARAGRAPH 14 OF RICHTRON, INC.'S STATEMENT OF FACTS

The statement that the affidavit of Paul Richins and his Motion to Dismiss as against Young Farms Limited was never adjudicated is without merit and is not supported by the record. The District Court specifically ruled and denied Paul Richins' Motion based upon the arguments in his affidavit (see Minute Entry dated November 1, 1983, R583, Ex. 2, attached and Ex. "T", Richtron, Inc. brief).

REPLY TO PARAGRAPH 15 OF RICHTRON, INC.'S STATEMENT OF FACTS

The voluntary statement, "(because Judge Cornaby's Order ordered in case 29552, that no person as counsel was entitled to represent Richtron, Inc. in legal proceedings or otherwise)" is a voluntary statement and has no basis in the record. In fact, the Partial Summary Judgment shows the defendant, Richtron, Inc., being represented by Mr. George Handy.

REPLY TO FOOTNOTE #3 ON PAGE 13

If, in fact, the defendant, Richtron, Inc., desired to preserve their rights pending the determination of the

Federal Court, they should have maintained their appeal or filed a proper appeal until such determination was made. By dismissing their appeal, and by objecting to plaintiff's motion to reinstate defendants (see Ex. 4, attached), defendant Richtron, Inc. effectively waived any right to object to the ruling of the District Court. The Federal Court's voiding of the IRS Tax Sale had no such effect as counsel would have the Court believe.

REPLY TO PARAGRAPH 20 OF RICHTRON, INC.'S STATEMENT OF FACTS

Counsel's statement that "the Order does not order, adjudge or decree anything and is not a final order or judgment" is a statement of law and is not supported by the record. The same objection would go to the voluntary statements in paragraph 23 of Richtron, Inc.'s Statement of Facts.

REPLY TO PARAGRAPH 23 OF RICHTRON, INC.'S STATEMENT OF FACTS

In view of defendant's objection to being reinstated (see Ex. 4, attached), the defendants precluded themselves from presenting evidence.

REPLY TO PARAGRAPH 24(d), RICHTRON, INC.'S STATEMENT OF FACTS

Mr. Richins' tender on behalf of Richtron, Inc. (see Ex. "AA", Richtron, Inc. brief) was made fraudulently, knowing they did not have sufficient funds to make the tender (see Tr. p. 71, lines 14-21, Ex. 3, attached).

REPLY TO PARAGRAPHS 25, 26, 27, 28, 29 & 30, RICHTRON, INC.'S STATEMENT OF FACTS

All of the facts as stated relate to the determination of Judge Cornaby as to who owns the \$10,431 as the 1980 payment, and they are not material to the question on this appeal by Richtron, Inc. as to who has the right to represent the limited partnership and the determination of that right by the Court.

REPLY TO PARAGRAPH 31, RICHTRON, INC.'S STATEMENT OF FACTS

There is nothing in the record which would have disclosed any liability of the limited partnership to the retired general partner and Richtron, Inc. can make no

claim therefore because they failed to file a Counter-claim to the Amended Complaint (see Ex. "K", Richtron, Inc. brief), and the issues of an accounting and settlement were effectively disposed of by the Partial Summary Judgment (see Ex. "U", Richtron, Inc. brief).

REPLY TO PARAGRAPH 32, RICHTRON, INC.'S STATEMENT OF FACTS

There was no need for any evidence of any default as the issue was effectively resolved by the Court's ruling in the Partial Summary Judgment (see Ex. "U", Richtron, Inc. brief).

REPLY TO PARAGRAPH 33, RICHTRON, INC.'S STATEMENT OF FACTS

The statement that the retirement of the general partner dissolved the limited partnership is a legal conclusion that they are asking this Court to determine.

REPLY TO PARAGRAPH 34, RICHTRON, INC.'S STATEMENT OF FACTS

The effective ruling of the lower court in this action validates the continued business of the Young Farms Limited as a limited partnership and the actions of the general partner, Tower Realty, Inc. in regard to the continuing operations of the limited partnership (see Ex. "DD", Richtron, Inc. brief, R678-79, Ex. 5, attached and R680-687, Ex. 6, attached). The Ex. "EE" of Richtron, Inc.'s brief represents the 1981 and 1982 payments made by the plaintiffs and deposited in the Court.

REPLY TO PARAGRAPH 35, RICHTRON, INC.'S STATEMENT OF FACTS

Richtron, Inc. is not the stipulated, court-declared liquidating general partner of Young Farms Limited. Certainly these appellants have never stipulated to Richtron, Inc. being the liquidating general partner. The Court decree referred to is in the Blackfoot Farms case, when plaintiffs were not a party to that action, and Richtron, Inc. recognises that they are not a party in their Motion (see Ex. 7, attached). In the Blackfoot Farms case, the defendants argue that the plaintiffs had no authority to represent Young Farms Limited and the

action should be dismissed on the basis of such lack of authority. This contention was the basis for the Summary Judgment entered. There is no question that any of the party plaintiffs in this case were ever made a party to the Blackfoot Farms case, even though the attorneys for the defendants in the Blackfoot Farms case were the same attorneys for defendants in this case.

The defendant, Richtron, Inc., has elected to bring an action in the Federal District Court, Case No. NC 84-0131A (see Ex. 8, attached), laying as a basis for their action the Blackfoot Farms case and seeking a preliminary injunction to put Richtron, Inc. and others in as the liquidating general partners of various and sundry limited partnerships, most of which are named in the Blackfoot Farms case. The Federal District Court ruled on the 27th day of February, 1985 (see Ex. 8a, attached), denying plaintiffs' Motion for Preliminary Injunction and allowing the limited partnerships to proceed and continue in business with the then on-going general partners and stating in regard to Mr. Richins proposed managing of the limited partnerships, "so as to the liklihood of success, I don't think there is a liklihood of success." At the current time, the Federal District Court has effectively overruled the Blackfoot Farms case. Notwithstanding Judge Anderson's ruling, Young Farms Limited was never a party to the Blackfoot Farms case and cannot be bound by that decision so there is no basis for the factual allegation as set forth in paragraph 35.

ARGUMENTS

1. IN REPLY TO RICHTRON, INC.'S ARGUMENT I THAT JUDGE CORNABY'S FINDINGS OF FACT AND RULING IS NOT A FINAL APPEALABLE DECISION

Judge Cornaby made a final determination in regard to the disposition of \$10,431 which was part of this litigation

in this action (see Ex. 2, attached). Judge Cornaby's ruling in regard to the \$10,431 is dispositive of that issue and is subject to appeal upon the conclusion of this action, which appeal was taken. Richtron, Inc.'s contention that the Findings of Fact and Ruling do not order, adjudge or decree anything is not well taken. If the Judge, in ruling, had not disposed of the 1980 payment to Mr. Leo Richins, there certainly would not be a need for appeal. I cannot believe that any attorney wrote the argument presented in Richtron, Inc.'s Argument I. If you follow the argument to its logical conclusion, when Richtron, Inc. argues that the Order could not possibly have disposed of the case because it was already disposed of by the dismissal two months before, that is exactly the argument that the appellants make in their original brief. The lower court has no business disposing of the assets that are the subject matter of the litigation to parties that are not a part of the action, and when the Court does so, the only redress the appellants have is to the Appellate Court, which redress was taken. If, in fact, the Order is not a final order, subject to appeal, then it is null and void and the proceeds should be distributed in accordance with the ownership of the property as determined by the first lower court Order (see Ex. "I", Richtron, Inc. brief), which payment should have been applied to the Allreds as the 1980 payment, and it would not have required the appellants to tender and pay the 1980 payment, as was done (see R660, Ex. 9, attached and R680, Ex. 6, attached).

2. IN REPLY TO RICHTRON, INC.'S ARGUMENT II THAT THE LIMITED PARTNERSHIP HAS NOT AUTHORIZED JOSEPH S. KNOWLTON TO FILE OR MAINTAIN THIS APPEAL

This is the sole issue on which the Supreme Court allowed Richtron, Inc. to make its appearance. The general partner withdrew as the general partner of the limited partnership known as Young Farms Limited, effective on the 29th day of December, 1980 (see plaintiff's

Ex. "E" attached as Ex. 10). The insertion in the argument of the alleged reasons for their withdrawal has no basis in the record. At the time of the withdrawal of the general partner, the payment on the underlying contract to the Allreds had not been made, even though payment to the general partner by the limited partnership had been made. That contract payment was not made until February, 1981 (see Ex. "D", Richtron, Inc. brief). The underlying mortgage payment, however, was not made by the general partner (Tr. p. 64, lines 11-15, Ex. 11, attached), requiring the limited partnership and limited partners to make the required payment (see R268-73, Ex. 12, attached), even though the general partner had received sufficient funds to make these payments in November or December of 1980 (see Tr. p. 43, lines 5-22, Ex. 13, attached).

If Richtron, Inc. had intended to act as the liquidating general partner, they should have made the payments with the money delivered to them for that purpose. However, Richtron, Inc. not only withdrew but abandoned the limited partnership. All of the limited partnership's property would have been lost had not the limited partnership brought this action and proceeded to make payments as required. In order to maintain the limited partnership, they appointed a general partner and amended the articles and brought this action to determine the rights of the parties to the limited partnership's properties. The defendants, Richtron, Inc. and Paul Richins, made the question of whether or not they were to be a liquidating general partner an issue in the lawsuit through their Answer and Counterclaim, Answer and Crossclaim and Pre-Trial Order (see Ex. "G" and "K", Richtron, Inc. brief, and Ex. 1, attached). The lower court disposed of that issue in its Partial Summary Judgment (see Ex. "U", Richtron, Inc. brief, and Ex. 2, attached), which Partial

Summary Judgment was appealed and the appeal later dismissed. The lower court then proceeded to allow the limited partnership, through its general partner, Tower Realty, Inc., to proceed with the action and dispose of the remaining issue, which issue was the ownership of the real property involved in the limited partnership, effectively reaffirming its previous rulings.

If the lower court had not considered the dismissal as dispositive of the issue as to who was going to be representing the limited partnership, it certainly would not have proceeded to conclude the litigation in the manner in which it was concluded.

Footnote #4, found on page 31 of the Richtron, Inc. brief, is scandalous and should be stricken. Never, at any time, have the appellants made any representation that Richtron, Inc. had signed the amendment to the limited partnership agreement. If there was a signature page attached to the amendment, it was attached by mistake and is certainly not a fraud on the Court. Richtron, Inc. and its president, Paul Richins, were given the opportunity to be reinstated in the lawsuit when appellants' counsel made a motion to reinstate them at the beginning of the evidenciary hearing and Mr. Paul Richins objected to the motion and the Court denied it (see Ex. 4, attached).

In reply to the balance of Argument II, the argument is refuted by point number II in Appellant's brief.

3. IN REPLY TO RICHTRON, INC.'S ARGUMENT III THAT RICHTRON, INC. AND PAUL RICHINS CANNOT BE BOUND BY DECISIONS ENTERED BY THE LOWER COURT IN A CASE WHERE THEY ARE NO LONGER PARTIES

This contention is exactly the argument which is Point. 1 of Appellant's Brief. The lower court had no business whatsoever awarding to Leo Richins the 1980 Allred contract payment. Leo Richins is a non-party. The Findings of Fact and Conclusions of Law and Ruling being appealed, as far as I can read it, certainly doesn't affect Richtron, Inc. nor

Paul Richins. The only thing the lower court could do with the 1980 payment of \$10,431, which was dedicated to the Allred contract, after the dismissal of the defendants Richtron and Paul Richins, was to apply it to the contract and pay the money to the Allreds. Mr. Leo Richins had no claim to the money, he didn't deposit it into the Court, was never a party to this action, and the circumstances that gave rise to Mr. Leo Richins providing the Letter of Credit are immaterial.

In regard to Richtron, Inc.'s contention that Judge Cornaby did not allow Richtron, Inc. and Paul Richins to present evidence in their defense because they had been dismissed from the case, the plaintiff-appellants made a motion at the hearing (see Tr. p. 5, lines 21-25, p. 6, lines 1-25, p. 7, lines 1-25 and p. 8, lines 1-13, Ex. 4, attached) to reinstate the parties to the lawsuit and have all parties present and try all the issues before the Court. The defendant, Paul Richins, objected to the motion and the Court denied the motion to reinstate all parties. Therefore, Paul Richins and Richtron, Inc. had an opportunity to be reinstated in the lawsuit and have all of the issues, including the issue of the right to control, heard, even after the defendants dismissed their appeal, and the defendants objected to being reinstated into the lawsuit and can't be heard to complain about not being able to present evidence at this time.

4. IN REPLY TO RICHTRON, INC.'S ARGUMENT IV THAT NEITHER THE PARTNERSHIP NOR THE LIMITED PARTNERS HAVE A RIGHT TO THE AWARD OF THE \$10,431

I cannot follow this argument at all. The \$10,431 was the 1980 payment and should have been paid out of some \$52,000 which was paid to the general partner in November or December of 1980 (see Ex. 13, attached). All the other payments after the action was commenced and the parties were restrained from interfering with the properties (see R100-101, Ex. 14, attached), and all other

transactions involving the properties were then handled under the direction of the Court and the Court's ruling in the Partial Summary Judgment took care of any interest that Richtron, Inc. might have claimed in the properties.

On page 39, the voluntary statements and allegations set forth in the Footnote No. 5 are not supported by the record in this case and the preliminary ruling in regard to Richtron, Inc.'s Motion for Preliminary Injunction in the United States District Court Case NC 84-0131A was adverse to them, leaving in place the general partners under the other limited partnerships (see Ex. 8 and 8a, attached). The appellants have no knowledge of any United States District Court Case No. NC 83-0019W.

For some reason, Richtron, Inc. feels that there was an attempt to dissolve the limited partnership and distribute the assets among the limited partners. There was no attempt in this action to do any such thing. The only attempt in this action was to get an accounting between the limited partnership and its retired general partner. Certainly there was no attempt to liquidate the limited partnership. The \$10,431 was not cash to be distributed among the limited partners and does not represent a cash asset. It represents a real estate payment on the limited partnership's real estate. There is no attempt to get an accounting between the limited partners. The only attempt is to maintain the partnership's business and to maintain the assets and keep them from being liquidated by the limited partnership mortgagor and/or sellers under the real estate contracts. The accounting was had by the general partner and the limited partnership by the District Court in its ruling in the Partial Summary Judgment, that accounting being the retired general partner had no interest in the limited partnership properties which included the dedicated 1980 payment of \$10,431. What accounting could be more positive than that?

5. IN REPLY TO RICHTRON, INC.'S ARGUMENT V AS TO MR. PAUL RICHINS' PERSONAL LIABILITY FOR THE DEBTS OF THE RICHTRON CORPORATION

I fail to see where this argument has any materiality in this appeal. Mr. Paul Richins is not a party to this appeal nor is he represented in this appeal.

6. IN REPLY TO RICHTRON, INC.'S ARGUMENT VI THAT THE \$10,431 WAS DEPOSITED IN THE COURT REPRESENTING THE 1980 PAYMENT ON THE ALLRED CONTRACT, TO BE HELD "PENDING THE DETERMINATION OF THE RIGHTS OF THE PARTIES IN THE CONTRACT AND THE PROPERTIES UNDERLYING THE SAID CONTRACT"

The properties underlying the Allred contract were properties of the limited partnership. The determination of the rights of the parties in the Allred contract was made by the Court's ruling in its Partial Summary Judgment (see Ex. "U", Richtron, Inc. brief). The Partial Summary Judgment determined that Richtron, Inc. had no right, title, interest or claim in the real property and the previous Order requiring the deposit was to be held pending the determination of the rights of the parties in the Allred contract. The deposit was dedicated as the 1980 payment on the Allred contract and the Court's ruling in the Partial Summary Judgment that Richtron, Inc. had no interest in that contract nor the underlying properties effectively ruled that Richtron, Inc. had no interest in the dedicated 1980 payment and the appellants agree that the lower court had no business ruling that the 1980 payment belonged to Leo Richins, nor to Richtron, Inc. or Paul Richins, and the lower court erred in making such a ruling.

7. IN REPLY TO RICHTRON, INC.'S ARGUMENT VII THAT LEO RICHINS DEPOSITED THE LETTER OF CREDIT ON BEHALF OF PAUL RICHINS AND NOT RICHTRON, INC.

I fail to see any materiality as to why or on whose behalf Leo Richins deposited a Letter of Credit. The Letter of Credit was deposited as the 1980 payment on the Allred contract, which was withdrawn from the escrow agent after a

tender had been made. That Order, in effect, was a demand on the tender as a return of the 1980 payment which was deposited into the escrow account by Richtron, Inc. The return of the 1980 payment into the Court instead of the escrow account makes no difference from what source it came. It was deposited by the defendants under the Richtron, Inc. tender and was dedicated as the 1980 payment on the Allred contract, which should have been paid originally by money which was provided to the retired general partner, Richtron, Inc., by the limited partnership.

8. IN REPLY TO RICHTRON, INC.'S ARGUMENT VIII THAT THE \$10,431 ON DEPOSIT WAS CONTRIBUTED BY, IS THE PROPERTY OF, AND MUST BE RETURNED TO LEO RICHINS, "THE SOURCE FROM WHICH IT CAME"

The \$10,431 deposit was deposited as the 1980 payment and should be returned to the parties, being the appellants, who were required to make the 1980 payment on the Allred contract. The problem in this case is that we have a retired general partner who wants to liquidate the assets of the partnership, in this particular case the \$10,431 representing the 1980 Allred payment, back into the hands of the father of the president of the retired general partner, against the interests of the limited partnership, which interests Richtron, Inc. has a fiduciary duty to protect. How can Richtron, Inc. argue that they should be put back into the position of general partner when their sole desire and interest is in direct conflict with the interests of the limited partnership?

In reply to Richtron, Inc.'s argument that the money was not to be disbursed without a trial on the merits, what Richtron, Inc. has trouble seeing is that the trial on the merits was had by the parties stipulating settlement of the case in regard to the ownership of the underlying Allred property (see Ex. 6, attached), and the Partial Summary Judgment was a trial on the merits of Richtron, Inc.

and Paul Richins' interests in the property, and if Richtron, Inc. or Paul Richins wanted to participate in the evidenciary hearing in regard to the issue dealing with the \$10,431, they should have supported appellant's counsel's motion to reinstate those parties at the beginning of said evidenciary hearing (see Ex. 4, attached).

CONCLUSION

Richtron, Inc.'s brief, which was allowed by this Court to show this Court that appellant's counsel had no authority to represent appellant Young Farms Limited, expanded to attempt to show that (I) the lower court's Findings of Fact and Ruling and Order are not final orders and judgment and are not appealable; (III) Richtron, Inc. and Paul Richins cannot be bound by the decisions entered in the District Court in a case in which they are no longer parties; (IV) neither Young Farms Limited nor the limited partners have a right to an award of the \$10,431 because there is no breach of contract, there has been no proper or complete accounting, and the limited partners have no individual interests in Richtron, Inc.'s or Young Farms Limited's assets; (V) Paul Richins is not personally liable for any alleged Richtron, Inc. corporate obligations; (VI) the \$10,431 was deposited in the Court pending determination of the rights of the parties in the Allred contract and the properties, and until a "trial on the merits"; (VII) Leo Richins deposited the Letter of Credit on behalf of Paul Richins and not on behalf of Richtron, Inc.; (VIII) the \$10,431 on deposit was contributed by and is the property of and must be returned to Leo Richins, "the source from which it came."

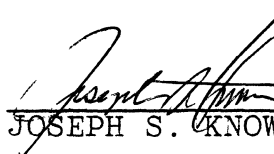
The only issue that Richtron, Inc. was authorized to file a brief on was presented in their Argument II, appellant Young Farms Limited has not been authorized to file or maintain this appeal and Joseph S. Knowlton

has not been authorized to appear in this appeal on behalf of Young Farms Limited, which argument covers 10½ pages of Richtron, Inc.'s brief. The balance of the arguments presented in the brief propose to show why the 1980 payment on the Allred contract should be returned to the father of the president of the retired general partner in direct conflict to the interests of the limited partnership. It should be apparent that Richtron, Inc. should not be placed in a position of utilizing the assets of the limited partnership. If Richtron, Inc. was not sufficiently interested in the action to maintain it or to argue against the entry of the Partial Summary Judgment or to take advantage of a right to appear at the evidenciary hearing and to be reinstated in the case after the Partial Summary Judgment, they shouldn't be allowed to interject themselves at this stage of the proceedings.

The issue about Richtron, Inc.'s right to be the liquidating general partner was a part of the action, made a part by Richtron, Inc. in their Amended Answer and Pre-Trial Order, and was argued and decided by the lower court when they denied Paul Richins' Motion to Deny Partial Summary Judgment and granted that Judgment. The Partial Summary Judgment was appealed. The appeal was withdrawn or the appeal was not validly made and thirty days have long since elapsed.


There has to be some finality in regard to Court rulings and rights of parties in order for the business of the limited partnership to go forward, which is what happened at the conclusion of this action.

DATED this 16th day of May, 1985.


JOSEPH S. KNOWLTON

MAILING CERTIFICATE

I hereby certify that I have this 16th day of May, 1985, mailed true and correct copies, postage prepaid, of the foregoing Appellant's Reply Brief to Richtron, Inc.'s Brief to Leo H. Richins, Pro Se, Intervening Respondent, 141 East 100 South, Kaysville, Utah 84037, and John T. Anderson, Attorney for Defendant, Richtron, Inc., Hansen Jones Maycock & Leta, 50 West Broadway, Salt Lake City, Utah 84101.



JOSEPH S. KNOWLTON

Tab 1

In the District Court of the Second Judicial District

IN AND FOR THE

County of Davis, State of Utah

①

MINUTE ENTRY

YOUNG FARMS, LTD.
Plaintiff
vs.
RICHTRON, etal
Defendant

Date May 16, 1983

Case No. 29700

DOUGLAS L CORNABY, Judge
N. Davis, Reporter

C. Long, Clerk

This is the time set for pretrial with Joseph Knowlton, Esq. appearing as counsel for plaintiff. David Leta is present representing Richtron and Paul Richins; Paul Kunz, Esq. is present representing Bank of Utah and Jeffrey Jones is present representing the Allreds.

Issues to be tried: Did Richtron's resignation as a general partner give plaintiff the right to substitute as general partner; what property interest Richtron Corp. might have; did the plaintiff buy all real property from Goff; Who is entitled to funds from LTD Investments and Cottonwood Creek; on February 19, 1979 was the notice by Allred to the bank cut off interest of the limited partnership and whether or not they had anything to sell; did the bank take deed from plaintiff; should the title be in plaintiffs or' defendants Allreds name; does the bank have any liability after deed is recorded.

All counsel present stipulate that there may be a temporary injunction as long as this matter is heard in the near future and that there will not be any disposing of property by the Allreds, and the Allreds will be bound by the ruling of the Court, and that the issue of the deed be dismissed.

Court orders the matter set for trial on August 29, 31 and September 1 and 2, 1983 at 9 a.m.

Counsel Knowlton, Leta, Jones and Kunz concur on the trial date.

If the trial is to be heard by jury, jury instructions must be submitted 15 days prior to trial. Discovery to be completed 30 days prior to time of trial. Plaintiff to prepare pre-trial order and any exchange of names of witnesses to be complted 30 days prior to trial.

Tab 2

In the District Court of the Second Judicial District

IN AND FOR THE

County of Davis, State of Utah

2

		MINUTE ENTRY
<u>YOUNG FARMS</u>	}	Date <u>November 1, 1983</u>
vs.		Case No. <u>29700</u>
<u>Plaintiff</u>		
<u>RICHTRON</u>	}	DOUGLAS L CORNABY, Judge
<u>Defendant</u>		Nancy Davis, Reporter Kathy Potts, Clerk

This matter comes before the Court on Plaintiff's Motion for Partial Summary Judgment. Joseph S. Knowlton is present as counsel for the plaintiff. Paul H. Richins is present.

Paul Richins makes a motion to dismiss the Plaintiff's motion for partial summary judgment. This motion is denied.

The court grants the plaintiff's motion for partial summary judgment.

FILED

NOV 9 1983

JOSEPH S. KNOWLTON
Attorney for Plaintiffs
845 East 400 South
Salt Lake City, Utah 84102
363-3191

MICHAEL G. ALLPHIN, Clerk
Davis County, Utah

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT
IN AND FOR THE COUNTY OF DAVIS, STATE OF UTAH

YOUNG FARMS, LIMITED, a Limited
Partnership, et al.,

Plaintiffs,

-vs-

RICHTRON, INC., a Utah corporation,
PAUL H. RICHINS, ARAL WESLEY ALLRED,
SARAH ELAINE ALLRED, his wife, and
BANK OF UTAH, a Utah corporation,

Defendants.

PARTIAL SUMMARY JUDGMENT

Civil No. 29700

T-338

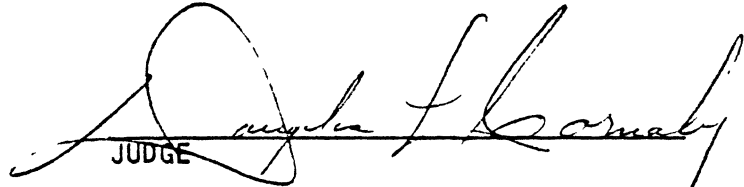
THIS MATTER came on regularly for hearing before the Honorable Douglas L. Cornaby, the plaintiffs appearing by and through their attorney, Joseph S. Knowlton, and the defendant Paul H. Richins being represented by himself, defendant Bank of Utah being represented by Paul Kunz, and the defendant Richtron, Inc. being represented by George Handy, and after argument of counsel and Mr. Richins and review of the file, and good cause appearing, therefore,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the Amended Complaint against the defendant, Paul H. Richins, is hereby dismissed without prejudice. Further, it appearing that there was no counsel present with any objection to the Motion for Partial Summary Judgment against the defendant, Richtron, Inc., and that the documents on file herein indicate that there are no material facts in dispute in regard to any claim that defendant, Richtron, Inc., might have in regard to the interests in the properties that are the subject of this action, it is herewith determined that Richtron, Inc. has no right, title or

interest or claim to or in the real property which is the subject matter of this suit, described on the attached Exhibit "A", and the defendant, Richtron, Inc., is herewith dismissed out of this case.

DATED this 9 day of November, 1983.

By the Court:


JUDGE

MAILING CERTIFICATE

I hereby certify that I have this 9th day of November, 1983, mailed a true and correct copy of the foregoing Partial Summary Judgment, postage prepaid, to the following:

David E. Leta & John T. Anderson
Hansen Jones Maycock & Leta
12th Floor, Valley Tower
50 West Broadway
Salt Lake City, Utah 84101

Jeffrey Jones
110 Beneficial Life Tower
Salt Lake City, Utah 84111

Paul T. Kunz
2650 Washington Blvd.
Ogden, Utah 84401

George B. Handy
2650 Washington Blvd.
Ogden, Utah 84401

John Sampson
2650 Washington Blvd.
Ogden, Utah 84401

Paul H. Richins
37 N. Main
Farmington, Utah 84025

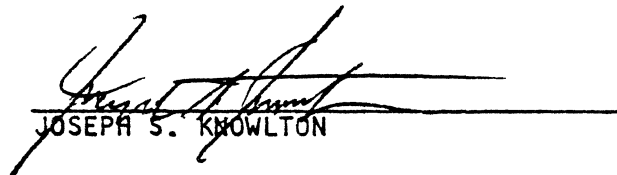

JOSEPH S. KNOWLTON

EXHIBIT "A"

FRESTON PROPERTY

TOWNSHIP 2 South, Range 1 West, U.S.M.

Section 5: Beginning at the southeast corner of the northeast quarter of the southwest quarter; thence North 403 feet; thence West 566.5 feet; thence South $20^{\circ}00'$ East 413.57 feet; thence East 480 feet to point of beginning.

Section 5: The South half of the Southwest quarter.

Excepting therefrom the following described property: Beginning at a point 51.28 feet North $0^{\circ}04'14''$ East along the N-S $1/4$ Section line from the S $1/4$ corner of said Section; thence North $20^{\circ}17'11''$ West 1,368.45 feet; thence South $89^{\circ}53'37''$ East 176.04 feet; thence South $0^{\circ}04'14''$ East 1,282.69 feet to point of beginning. Contains 7.009 acres.

TOWNSHIP 2 South, Range 1 West, U.S.M.

Section 8: The northwest quarter; southwest quarter of the northeast quarter; South half of the northwest quarter of the northeast quarter. Beginning at the center; thence South 990 feet; thence South $20^{\circ}18'$ East 1,157.3 feet; thence North $75^{\circ}95'$ East 642 feet; thence South $20^{\circ}35'$ East 670 feet to the South Section line; thence East 415 feet; thence North 300 feet; thence East 300 feet; thence North 1,020 feet; thence West 1,320 feet; thence North 1,320 feet; thence West 1,320 feet to point of beginning. Less 17 acres deeded to Utah Power & Light Co., and 8 acres for State Road.

Together with 103 shares of Dry Gulch Irrigation Co. water, 40 shares of Indian water, 30 shares of high water, and a 2 second feet continuous flow water filling (1913) and all or any shares owned by Sellers contingent to this property. Excepting and reserving all oil, gas and mineral rights.

DORA J. FRESTON PROPERTY

TOWNSHIP 2 South, Range 1 West, U.S.M.

Section 8:

Beginning at a point 170.40 feet South $0^{\circ}01'42''$ West along the N-S $1/4$ Section line from the North $1/4$ Corner said Section; thence South $20^{\circ}23'54''$ East 510.284 feet; thence South $88^{\circ}04'09''$ West 178.197 feet; thence North $0^{\circ}01'42''$ East 484.285 feet to point of beginning. Contains 0.990 acre.

ALLRED PROPERTY

TOWNSHIP 2 South, Range 1 West, Utah Special Meridian

Section 4: The west half of the northwest quarter; the southwest quarter.

Section 5: The northeast quarter; the north half of the southeast quarter.

Together with any and all improvements thereunto, and 392 shares of Dry Gulch High Water Stock.

Excluding and reserving, therefrom, all oil, gas and other minerals.

Tab 3

Q And after you disbursed it to your attorney there was no money in your bank account to pay the 1980 payment to the Allreds if they were to ask for it, was there?

A No.

THE COURT: Let me ask a question. When you say the payments to your attorney, I know there was reference made earlier. Does that mean to pay an attorney fee?

THE WITNESS: Yes.

THE COURT: Okay. It doesn't mean holding it in trust for some other reason?

THE WITNESS: No.

THE COURT: Okay.

(Question by Mr. Knowlton)

Q So, when you said in your letter, we are hereby tendering you \$10,431, there was no funds to make that tender good, was there?

A No.

Q And if in fact it was called upon, how were you going to pay it.?

A We would have probably--First place, I would have went probably to my folks.

Q No further questions. Thank you, Your Honor.

THE COURT: You may step down. Thank you. You can call your next witness.

MR. KNOWLTON: Maybe we can stipulate in regard to

Tab 4

he now then out of the case or with the withdrawal of the appeal does he have standing in the case? Where do we stand regard to that? Are we going to go forward with this hearing as a party? Are we going to reinstate him as a party, or do we proceed?

THE COURT: Let me say that I am not going to do anything except rule as counsel asks me to rule. I am not going to do anything except rule. If you ask me how he stands the time, I suppose he stands as not a party to the action right now.

MR. KNOWLTON: Well--

THE COURT: He has dismissed his appeal.

MR. KNOWLTON: He filed several subpoenas. He has appeared--I believe he has asked--I don't see him yet but he could be here--The president of Tyler Realty Company to appear with voluminous records to present to the court and like I say, I am not interested in proceeding in that manner on the whole case, the whole framework.

THE COURT: We are not going to hear the whole thing, we are only here to decide who the \$10,431 belongs to.

MR. KNOWLTON: Well, all right. Now, I would like to get to that, if we get to that, are we going to have Mr. Phillips here as a party representing himself as a party making arguments, asking questions, etc., as we go down the line, because I am going to make the objections and I know that he

1 is not a party and has no standing and I am here to present
2 evidence in regard to that sole issue and I don't believe it
3 is going to be fair for him not to be able to cross examination
4 or what have you, but if he is going to do this he ought to
5 be a party. If we are going to reinstate him as a party then
6 we ought to do away with Your Honor's order that you made,
7 that ex-parte order, and then have him here and have the
8 hearing with all parties here and get the thing disposed of
9 in whole and in total and have this money disbursed in regard
10 to everybody that is a party.

11 THE COURT: I understand what you are saying.

12 MR. KNOWLTON: Well, I will make that motion. I
13 will make the motion that we reinstate him as a party and
14 withdraw my motion for a dismissal against him. Reinstate our-
15 selves the way we were and have Your Honor withdraw the order
16 that you made, the ruling that you made on the basis of his
17 ex-parte petition which I have never seen, and then request
18 a trial date for the whole issue to be determined, whether or
19 not this payment belongs to the Allreds, whether Allred's con-
20 tract is in force and effect and whether or not the plaintiffs
21 are the sole buyers under that contract and what interests Mr.
22 Richins has in any aspect of the lawsuit; the money, the
23 contract or anything otherwise. I will make the motion.

24 THE COURT: Okay.

25 MR. RICHINS: Your Honor, I would object to that

1 motion. The partial summary judgment was entered on November
2 9th of 1983. Mr. Knowlton--This was the result of a motion that
3 Mr. Knowlton had made for a partial summary judgment. The
4 Court had previously ordered myself, Paul H. Richins, to deposit
5 \$10,431 into the Court's trust account. As the evidence will
6 show today, that money was provided by Leo H. Richins. The
7 case has been dismissed against myself as a person. It has
8 also been dismissed against RICHTRON, INC. The question before
9 this court is the issue, as both the Court and counsel agrees,
10 is who owns the money now that the case is dismissed.
11 I would propose that certainly this issue has to be resolved
12 as the Court has so ordered, for there would come, of course,
13 be the Doctrine of Unjust Enrichment, but Leo H. Richins has
14 put money in somewhere and got absolutely no benefit whatsoever.
15 The amended complaint that plaintiffs filed on the defendants
16 RICHTRON, INC. and Paul Richins have been dismissed. Every
17 cause of action in the complaint has been dismissed. I dis-
18 tinctly remember Mr. Knowlton representing to the Court as part
19 of the reason why the Court should dismiss RICHTRON, INC. and
20 Paul Richins out of this case is because he had worked out an
21 arrangement with the Allreds for some kind of a payment,
22 apparently, outside of the Court here to take care of them and
23 I would object to his motion that I should be brought back into
24 the lawsuit and that he was the one that initiated it and the
25 judgment was never appealed by Mr. Knowlton to have it set aside

1 and the way it is right now RICHTRON, INC. is dismissed and
2 Paul Richins is dismissed. There is \$10,000 that was put into
3 the Court on behalf of Paul Richins, as the evidence will show,
4 and that really is the only issue before the Court so I would
5 object to that.

6 THE COURT: Okay. In ruling on the motion, the
7 record can show that plaintiff made a motion to reinstate Mr.
8 Richins so he is part of the lawsuit or not permit him to
9 participate in this hearing today and the defendant objects
10 to be made part of the hearing and so, the Court will sustain
11 both the objection that Mr. Richins has to be made party again
12 and grant the motion that you are making. You will be the sole
13 one producing your evidence today. Call your first witness.

14 MR. KNOWLTON: Mr. Paul Richins.

15 THE COURT: Be sworn.

16 MR. RICHINS: Your Honor, I'm sorry. I am a layman.
17 I didn't quite understand what you just said.

18 THE COURT: He is going to present his evidence and
19 that's all there is going to be before the Court. You won't
20 have any opportunity to participate except as a witness.
21 Apparently, he is going to call you as a witness.

22 MR. RICHINS: Okay.

23 PAUL H. RICHINS,

24 called as a witness for the plaintiff, having first been duly
25 sworn to tell the truth, the whole truth and nothing but the

Tab 5

JOSEPH S. KNOWLTON
Attorney for Plaintiff
845 East 400 South
Salt Lake City, Utah 84102
363-3191

FILED IN CLERK'S OFFICE
DAVIS COUNTY, UTAH

1984 MAR 29 AM 9:16

MICHAEL G. ALLPHIN, CLERK
2ND DISTRICT COURT

BY _____ DEPUTY CLERK
IN THE SECOND JUDICIAL DISTRICT COURT OF DAVIS COUNTY

STATE OF UTAH

YOUNG FARMS, LIMITED, a limited)	
partnership, et al.)	
)	ORDER APPROVING SETTLEMENT
Plaintiffs,)	AGREEMENT AND OF DISMISSAL
)	
-vs-)	
)	
RICHTRON, INC., a Utah corporation,)	
PAUL H. RICHINS, ARAL WESLEY ALLRED,)	
SARAH ELAINE ALLRED, his wife, BANK OF)	Civil No. 29700
UTAH, a Utah corporation,)	
)	
Defendants.)	

Based upon the Settlement Agreement executed by Plaintiffs and Defendants, Aral Wesley Allred and Sarah Elaine Allred, in the above-described matter, and good cause appearing, it is hereby

ORDERED, that the terms and conditions of the Settlement Agreement executed by Plaintiffs and Defendants, Aral Wesley Allred and Sarah Elaine Allred, in the above-described action, dated March 20, 1984, a copy of which is attached hereto as Exhibit "A" and made a part hereof, are approved.

FURTHER ORDERED, that Plaintiff's right to appeal the Court's previous rulings dated the 11th day of January, 1984 and the 1st day of February, 1984 and preserved by their Notice of Intention to Appeal dated the 30th day of January, 1984 and the 6th day of February, 1984 is recognized and that right to appeal its orders previously given by the Court commences from the date of this order.

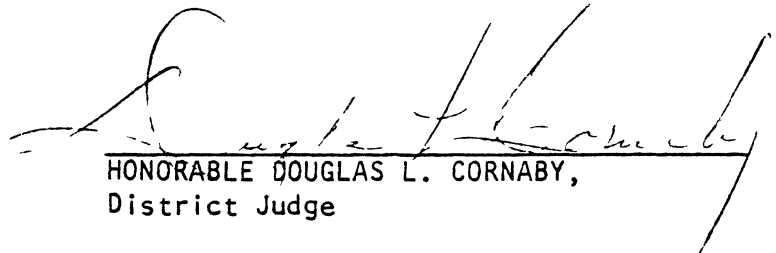
FURTHER ORDERED that the clerk of the court is to return to the Plaintiffs all of the funds deposited by the plaintiff in the clerk's office representing the 1981 and 1982 payments on the contracts in litigation in this

action, it being understood that the monies representing the 1980 payment deposited by the prior defendant, Richins, are to be retained by the clerk until the conclusion of plaintiff's appeal.

FURTHER ORDERED, that Plaintiff's Amended Complaint be dismissed with prejudice and on its merits as to Defendants, Aral Wesley Allred and Sarah Elaine Allred.

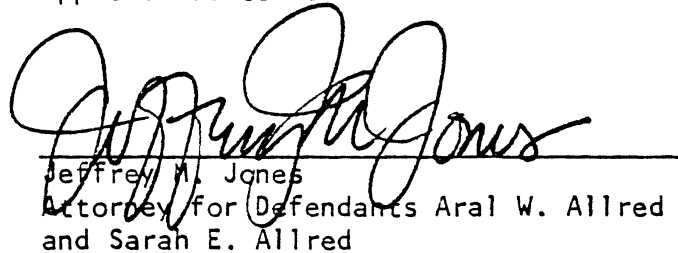
DATED this 27 day of March, 1984.

BY THE COURT:



HONORABLE DOUGLAS L. CORNABY,
District Judge

Approved as to form:



Jeffrey M. Jones
Attorney for Defendants Aral W. Allred
and Sarah E. Allred

Tab 6

Jeffrey M. Jones
NIELSEN & SENIOR
Attorneys for Defendants Aral W.
Allred and Sarah E. Allred
1100 Beneficial Life Tower
36 South State Street
Salt Lake City, Utah 84111
Telephone: (801) 532-1900

FILED IN CLERK'S OFFICE
DAVIS COUNTY, UTAH

1984 MAR 29 AM 9 16

MICHAEL G. ALLPHIN, CLERK
2ND DISTRICT COURT

BY
DEPUTY CLERK

IN THE SECOND JUDICIAL DISTRICT COURT OF DAVIS COUNTY
STATE OF UTAH

YOUNG FARMS, LIMITED, a limited partnership, *et al.*)
)
)
 Plaintiffs,)
)
 vs.)
)
 RICHTRON, INC., a Utah corporation,)
 PAUL H. RICHINS, ARAL WESLEY)
 ALLRED, SARAH ELAINE ALLRED,)
 his wife, BANK OF UTAH, a Utah)
 corporation,)
)
 Defendants.)

SETTLEMENT AGREEMENT

Civil No. 29700

Plaintiffs Young Farms, Limited, a Utah limited partnership, and Phillip O. Boyer, Virgil Condon, Boyd J. Farr, Homer L. Hale, Marie M. Irvine, G. Kenneth Johnson, Kenneth W. Jones, Robert C. Newman, Toffie Saway, Richard Stover, William Tingey, James E. Watts, and Ralph M. Wright, the Limited Partners (hereinafter collectively "Plaintiffs"), and Defendants, Aral Wesley Allred and Sarah Elaine Allred (hereinafter collectively "Allreds"), by and through their respective counsel, whose signatures appear below, hereby represent to the Court that they have reached a settlement of all disputed issues between said parties in the above matter upon the following terms and conditions:

1. On or before March 31, 1984, Plaintiffs will pay Allreds the following amounts, representing annual installment payments due Allreds under the terms of a Memorandum of Agreement between Allreds and Robert M. Young and Betty Jean Young (hereinafter collectively "Youngs") dated November 21, 1974, the obligations of which were assumed by Richtron, Inc., a Utah corporation, under the terms of an Agreement between Allreds, Youngs and Richtron, Inc. dated February 19, 1979 (said Memorandum of Agreement and said Agreement are hereinafter collectively referred to as the "Agreements"), with interest thereon at the rate of seven percent (7%) per annum from the respective dates set forth below until paid:

<u>Amount</u>	<u>Date</u>
\$10,430.49	November 16, 1980
\$10,430.49	November 16, 1981
\$10,430.49	November 16, 1982
\$10,430.49	November 16, 1983

2. On or before March 31, 1984, Plaintiffs will pay Allred the following amounts, representing property taxes assessed by the County Assessor of Duchesne County, State of Utah, for the years 1981, 1982 and 1983, with interest thereon at the rate of seven percent (7%) per annum from and after the respective dates set forth below until paid:

<u>Amount</u>	<u>Date</u>
\$ 916.23	December 31, 1981
\$ 941.02	December 31, 1982
\$1,176.15	December 31, 1983

3. On or before March 31, 1984, Plaintiffs will pay Allreds the following amounts, representing annual assessments of the Dry Gulch Irrigation Company for the years 1980, 1981, 1982 and 1983, with interest thereon at the

rate of seven percent (7%) per annum from the respective dates set forth below until paid:

<u>Amount</u>	<u>Date</u>
\$196.90	December 31, 1980
\$196.90	December 31, 1981
\$196.00	December 31, 1982
\$196.00	December 31, 1983

4. On or before March 31, 1984, Plaintiffs will pay Allreds the sum of ~~\$12,000.00~~ ^{\$1,200.00} as partial payment of Allreds' attorneys fees incurred herein. Except as set forth in this Paragraph 4, each of the Plaintiffs and Defendants shall bear his, hers, or its own costs, expenses and attorneys' fees incurred herein.

5. The principal balance due under the Agreements shall be \$78,214.84 as of March 31, 1984, and after crediting the payment amounts described in Paragraph 1, above. Plaintiffs hereby agree to pay Allreds said principal balance, with interest thereon from November 17, 1983, through March 31, 1984, at the rate of seven percent (7%)¹ per annum and from April 1, 1984 until paid at the rate of twelve percent (12%) per annum, in annual installments as follows:

- (a) \$11,726.14 due on November 16, 1984; and
- (b) \$13,172.58 due on November 16, 1985, and on each succeeding November 16th thereafter until the balance of principal and interest described herein is paid in full.

6. The parties hereto agree to create and establish an escrow account at Zions First National Bank, 1 South Main Street, Salt Lake City, Utah (hereinafter "Escrow Agent"), for the purposes of this Settlement Agreement. Plaintiffs agree that all payments described in Paragraph 5, above, shall be made into said escrow account for disbursement to Allreds upon receipt. The

parties hereto further agree that the following documents shall be placed in escrow with said Escrow Agent:

- (a) A copy of this Settlement Agreement; and
- (b) An original, unrecorded Warranty Deed conveying the real property described in Exhibit "A" attached hereto and by this reference incorporated herein, from Allreds, as Grantors, to Plaintiffs, as Grantees. Said real property is sometimes hereinafter referred to as the "Property."

Upon payment in full of the entire amount of principal and accrued interest described in Paragraph 5, above, the Escrow Agent shall release said Warranty Deed to Plaintiffs.

7. Plaintiffs hereby agree to pay all taxes and assessments of very kind which become due upon the Property, including any assessments from the Dry Gulch Irrigation Company during the term of this Settlement Agreement and thereafter.

8. Should Plaintiffs fail to comply with any of the terms hereof, Allreds shall give Plaintiffs written notice specifically setting forth the provisions under which Plaintiffs are in default. Should Plaintiffs fail to cure such default within sixty (60) days thereafter, Allreds may, in addition to any other remedies afforded Allreds by law, be released from all obligations in law and equity to convey the Property to Plaintiffs and Plaintiffs shall become at once a tenant at will of Allreds. All payments which have been made by Plaintiffs theretofore under this Settlement Agreement or the Agreements shall be retained by Allreds as liquidated and agreed damages for breach of this Settlement Agreement.

9. Plaintiffs, and each of them, hereby release, acquit, discharge and agree to indemnify, defend and hold harmless Allreds, their respective agents, representatives, successors and assigns and each of them, of and from any and all obligations, claims, counterclaims, debts, demands, covenants,

contracts, promises, agreements, liabilities, actions and/or causes of action whatsoever that Plaintiffs, or any of them, ever had, now have or may in the future have concerning, relating to or based in whole or in part upon this action and the facts alleged in this action or based in whole or in part upon any claim relating to the Agreements or the Property, and specifically including any claims or actions of Richtron, Inc.

10. Plaintiffs, and each of them, hereby warrant to Allreds that they have not, prior to the execution and delivery of this Settlement Agreement, assigned or transferred to any person or party any of the claims released herein.

11. Allreds, and each of them, hereby release Plaintiffs from any default, if any, resulting from Plaintiffs' failure to make payments under the terms of the Agreements.

12. The parties hereto agree that the Amended Complaint of Plaintiffs may be dismissed with prejudice and upon its merits as against Allreds.

13. Nothing contained herein shall be deemed to be a waiver, release or discharge of Plaintiffs' rights under that certain Notice of Appeal dated February 1, 1984, filed herein, or to the facts or circumstances out of which it arose.

14. If any term or provision of this Settlement Agreement, including the Warranty Deed or Agreements or the application thereof to any person, property or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Settlement Agreement and said Warranty Deed and Agreements, or the application of such term or provision to persons, property or circumstances other than those as to which it is invalid and unenforceable, shall not be affected thereby, and each term and provision of this Settlement

Agreement and said Warranty Deed and Agreements shall be valid and enforced to the fullest extent permitted by law.

15. This Settlement Agreement, including the Warranty Deed and Agreements, contains the entire understanding of the parties hereto with respect to the subject matter contained herein and may be amended only by a written instrument executed by all Plaintiffs and Allreds or their respective successors or assigns. There are no restrictions, promises, warranties, covenants, or undertakings other than those expressly set forth herein.

16. This Settlement Agreement shall inure to the benefit of and be binding upon the Plaintiffs and Allreds and their respective successors but shall not inure to the benefit of anyone other than the parties signatory to this Settlement Agreement and their respective successors.

17. All representations, warranties, agreements and other inducements to this Settlement Agreement or the transactions contemplated hereby, whether oral or written, prior to the execution and delivery hereof, have been included herein, or in the Warranty Deed and Agreements, and shall be deemed to have been fully performed and discharged to the extent not included herein or therein. This Settlement Agreement and the Warranty Deed and Agreements set forth all rights, remedies, obligations and liabilities of the parties, and no terms and provisions hereof or thereof, including, without limitation, the terms and provisions contained in this sentence, shall be waived, modified or altered so as to impose any additional obligation or liability or grant any additional right or remedy, and no custom, payment, act, knowledge, extension of time, favor or indulgence, gratuitous or otherwise, or words or silence at any time, shall impose any additional obligation or liability or grant any additional right or remedy or be deemed a waiver or release of any obligation, liability, right or remedy except as set forth in a written instrument

properly executed and delivered by the party sought to be charged, expressly stating that it is, and to the extent to which it is, intended to be so effective. No assent, express or implied, by any party, or waiver by any party, to or of, any breach of any term or provision of this Settlement Agreement shall be deemed to be an assent or waiver to or of such or any succeeding breach of the same or any other such term or provision.

18. This Settlement Agreement shall be construed and enforced in accordance with the laws of the State of Utah.

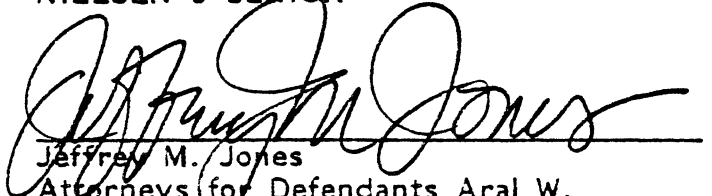
19. Should either party default in any of the covenants and terms hereof or of the Agreements, the defaulting party shall pay all costs and expenses, including a reasonable attorney's fee, which may be incurred as a result of such default.

20. Each of the undersigned warrants that he is authorized to execute this Settlement Agreement for and on behalf of his respective clients.

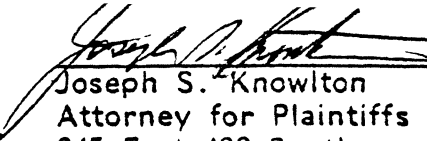
ACCORDINGLY, Plaintiffs and Allreds, by and through their respective counsel of record, jointly stipulate and agree to the above terms and conditions and move for an Order of this Court approving the terms hereof and for dismissal with prejudice and on the merits of Plaintiffs' Amended Complaint against Allreds pursuant hereto.

DATED this 28th day of March, 1984.

NIELSEN & SENIOR

A large, stylized handwritten signature in black ink, appearing to read "Jeffrey M. Jones", is written over a horizontal line.

Jeffrey M. Jones
Attorneys for Defendants Aral W.
Allred and Sarah E. Allred
1100 Beneficial Life Tower
36 South State Street
Salt Lake City, Utah 84111
Telephone: (801) 532-1900



Joseph S. Knowlton
Attorney for Plaintiffs
845 East 400 South
Salt Lake City, Utah 84102
Telephone: (801) 363-3191

Tab 7

FILED

MAR 24 1982

David E. Leta
 ROE AND FOWLER
 Attorneys for Defendants
 340 East Fourth South
 Salt Lake City, Utah 84111
 Telephone: (801) 328-9841

RODNEY W. WALKER, Clerk
 Davis County, Utah

IN THE SECOND JUDICIAL DISTRICT
 OF DAVIS COUNTY
 STATE OF UTAH

BLACKFOOT FARMS, BURLEY FARMS,)
 CATLOW VALLEY FARMS #1, CATLOW)
 VALLEY FARMS #2, CATLOW VALLEY)
 FARMS #3, CATLOW VALLEY FARMS #4,)
 CATLOW VALLEY FARMS #5, CATLOW)
 VALLEY FARMS #6, CATLOW VALLEY)
 FARMS #7, EAST TABER PROPERTIES,)
 KANOSH FARMS, MORELAND)
 PROPERTIES, NORTH BEAR LAKE)
 FARMS, NORTH TABER PROPERTIES,)
 PLEASANT VALLEY FARMS, RANDLETT)
 INVESTERS, LTD., RICHFIELD FARMS,)
 RICHTRON A-10, LTD., RICHTRON)
 A-13, LTD., RICHTRON B-10, LTD.,)
 SHOSHONE FARMS, SPRINGFIELD)
 PROPERTIES, TABER PROPERTIES,)
 WEST TABER PROPERTIES, WIXOM)
 PROPERTIES, and YOUNG FARMS, all)
 Utah limited partnerships,)

Plaintiffs,)

vs.)

RICHTRON FINANCIAL, a Utah)
 corporation, RICHTRON GENERAL, a)
 Utah corporation, RICHTRON, INC., a)
 Utah corporation, FRONTIER)
 AMERICAN, a Utah corporation,)
 PAUL H. RICHINS, an individual,)
 SHARI L. RICHINS, an individual,)
 PAUL H. RICHINS, dba RICHTRON)
 AG-LAND INDUSTRIES, RICHTRON)
 GENERAL, a Utah corporation, dba)
 RICHTRON AG-LAND INDUSTRIES,)
 LEO H. RICHINS, an individual, and)
 MRS. LEO H. RICHINS, an individual,)
 LEO H. RICHINS and MRS. LEO H.)
 RICHINS, dba LEO H. RICHINS)
 FAMILY TRUST, JOHN DOES 1 through)
 100, and CORPORATION JOHN DOES 1)
 through 100,)

Defendants.)

DEFENDANT'S MOTION FOR
 ORDER REQUIRING COUNSEL
 TO SHOW PROOF
 OF AUTHORITY

Civil No. 2-30994

Defendants move the court pursuant to § 78-51-33, Utah Code Annotated (1953), for an order requiring plaintiffs' counsel, James R. Brown, Esq., to show proof of authority for his appearance on behalf of the plaintiffs and staying all further proceedings in this action pending the production of such proof to the court. In support of said motion defendants represent as follows:

1. Two of the named defendants, Richtron, Inc., and Richtron General, are the retired general partners of all of the plaintiff limited partnerships and are authorized by law to wind-up the business of the limited partnerships. Neither of these defendants has authorized plaintiffs' counsel herein to represent the limited partnerships in this matter.

2. Some of the limited partnership plaintiffs, such as Young Farms, Ltd., are involved in other litigation with some of the defendants and are represented by other counsel in those matters. It is defendants belief that such plaintiffs have not authorized James R. Brown to represent them in this action.

3. Some of the limited partnerships, such as Burley Farms, Randlett Investors, Ltd. and Springfield Properties, have entered into negotiations of accord and satisfaction with some or all of the defendants and, therefore, defendants believe that said plaintiffs do not desire to participate in, nor be represented by, Mr. Brown in this matter.

4. Some of the limited partnerships, such as Shoshone Farms, Ltd., are debtors under Chapter 7 of Title 11, U.S.C. in the United

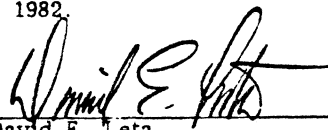
States Bankruptcy Court for the District of Utah and are represented by trustees who have not authorized Mr. Brown to represent them in this action.

5. Mr. Brown represents Utah Production Credit Association (P.C.A.) which has filed an action against the individual partners of Randlett Investors, Ltd., a plaintiff herein. Mr. Brown cannot represent both parties without a serious conflict of interest.

6. The affidavit of Paul Richins is submitted in further support of this motion.

WHEREFORE, defendants seek an order requiring plaintiffs counsel to show proof of his authority for appearance in this matter on behalf of each and every plaintiff named in this case; a further order staying all proceedings regarding this matter pending the production of such proof to the court; and such other relief as the court deems just and proper.

DATED this 20th day of March, 1982.



David E. Leta
Robert D. Rose
ROE AND FOWLER
340 East Fourth South
Salt Lake City, UT 84111

CERTIFICATE OF SERVICE

I hereby certify that on the 22nd day of March, 1982, I served the foregoing Defendant's Motion for Order Requiring Counsel to Show Proof of Authority upon James R. Brown, Esq., attorney for plaintiff, by depositing a copy thereof in the United States mails, postage prepaid, addressed as follows:

James R. Brown, Esq.
Jardine, Linebaugh, Brown & Dunn
370 East South Temple
Salt Lake City, Utah 84111

Ann Kelsey

David E. Leta
John T. Anderson
ROE AND FOWLER
Attorneys for Defendants
340 East Fourth South
Salt Lake City, Utah 84111
Telephone: (801) 328-9841

NOV 22 1982

BY MAIL

IN THE SECOND JUDICIAL DISTRICT COURT

OF DAVIS COUNTY

STATE OF UTAH

BLACKFOOT FARMS, etc., et al.,)	
)	SUMMARY JUDGMENT AND
Plaintiff,)	JUDGMENT OF DISMISSAL
)	WITHOUT PREJUDICE
vs.)	
PAUL H. RICHINS, RICHTRON, INC.,)		
and RICHTRON FINANCIAL		
CORPORATION, etc., et al.)	
)	
Defendants.)	Civil No. 2-30994

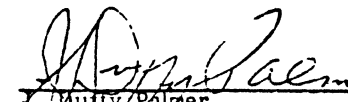
Defendants' Motion for Summary Judgment Respecting Defendants' Authority to Liquidate, Wind Up and Terminate the Affairs of the Plaintiff Limited Partnerships and Defendants' Motion to Dismiss for Plaintiffs' Counsel's Failure to Show Proof of Authority having come on regularly for hearing before the Honorable J. Duffy Palmer, Judge presiding, on November 19, 1982, at the hour of 9:00 a.m., and the court having made and entered its Findings of Fact and Conclusions of Law herein; the court hereby

ORDERS, ADJUDGES AND DECREES:

1. That the herein action, including all claims for relief set forth in plaintiff's complaint are hereby dismissed without prejudice. Said dismissal shall not affect the ability, if any, of plaintiffs' purported representative, John P. Sampson and his agents, employees, representatives and/or nominees to remedy their failure to comply with Utah law in the attempted substitution of their entities, John P. Sampson, a Professional Corporation, or Ag Management, Inc., as successor general partner of the plaintiff limited partnerships.

2. Each party shall bear its own costs incurred herein, provided, however, that nothing contained herein shall limit or affect defendant's rights, if any, to obtain costs, expenses and attorneys' fees necessarily reasonably incurred in connection with defendants' efforts to compel production of documents and other discovery from plaintiffs during pendency of this action.

DATED this 24 day of November, 1982.


J. Bully Palmer
District Judge

CERTIFICATE OF SERVICE

I hereby certify that on the 24 day of November, 1982, and the foregoing Order upon James R. Brown, attorney for plaintiffs, ositing a copy thereof in the United States mails, postage prepaid ssed as follows:

James R. Brown, Esq.
JARDINE, LINBAUGH, BROWN & DUNN
370 East South Temple, #401
Salt Lake City, Utah 84111



STATE OF UTAH
COUNTY OF DAVIS
I, THE UNDERSIGNED
COURT OF DAVIS
CERTIFY THAT THE
A TRUE AND FULL
MENT ON FILE IN
WITNESS ME
THIS 4 DAY -
MICHAEL
BY Michael

OF THE DISTRICT
TAM DO, HEREBY
ND FOREGOING IS
N ORIGINAL DOCU-
S SUCH CLERK
OF SAID OFFICE
Michael 1982
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Michael

Tab 8

John T. Anderson, Esq., Utah State Bar No. 94
HANSEN JONES MAYCOCK & LETA
Attorneys for Plaintiffs
Suite 600, Valley Tower
50 West Broadway
Salt Lake City, Utah 84101
Telephone: (801) 532-7520

IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF UTAH

NORTHERN DIVISION

—oo0oo—

PAUL H. RICHINS; RICHTRON,	:	
INC., a Utah corporation;	:	
RICHTRON GENERAL, a Utah	:	
corporation; RICHTRON FINAN-	:	
CIAL CORPORATION, a Utah	:	
corporation; FRONTIER	:	
EQUITIES, a Utah corpora-	:	AMENDED COMPLAINT
tion; FRONTIER INVESTMENTS,	:	
a Utah corporation; LEO H.	:	
RICHINS FAMILY REVOCABLE	:	
TRUST, an unincorporated	:	
association; BLACKFOOT	:	
FARMS, a Utah limited part-	:	
nership; BURLEY FARMS, a Utah	:	
limited partnership; CATLOW	:	
VALLEY FARMS NOS. 1-7, a	:	
series of Utah limited	:	
partnerships; KANOSH FARMS,	:	
a Utah limited partnership;	:	
MORELAND PROPERTIES, a Utah	:	
limited partnership; NORTH	:	
BEAR LAKE FARMS, a Utah	:	
limited partnership; RANDLETT	:	
INVESTORS, a Utah limited	:	
partnership; RICHFIELD FARMS,	:	
a Utah limited partnership;	:	
SHOSHONE FARMS, a Utah	:	
limited partnership; TABER	:	
PROPERTIES, a Utah limited	:	
partnership; EAST TABER	:	
PROPERTIES, a Utah limited	:	Civil No. NC84-0131A
partnership; WEST TABER	:	
PROPERTIES, a Utah limited	:	
partnership; NORTH TABER	:	
PROPERTIES, a Utah limited	:	
partnership; WIXOM	:	
PROPERTIES, a Utah limited	:	
partnership; YOUNG FARMS,	:	
LTD., a Utah limited partner-	:	
ship; PLEASANT VALLEY FARMS,	:	

a Utah limited partnership;
RICHTRON A-13, LTD., a Utah
limited partnership;
RICHTRON B-10, LTD., a Utah
limited partnership; and,
SPRINGFIELD PROPERTIES, a
Utah limited partnership,

Plaintiffs,

v.

JOHN P. SAMPSON; JOHN P.
SAMPSON, P.C., a Utah
professional corporation;
KEITH P. BLANCHE; MILTON R.
GOFF; REX KOHLER; J. KIRK
MOYES; DON DEE OLSEN;
HENRY A. TOTZKE; RALPH M.
WRIGHT, SR.; BART WOLTHIUS,
SR.; MARILYN E. BROWN;
JOHN P. SAMPSON, d/b/a
SAMPSON & LYON; PEARL
BLANCHE; BARBARA SAMPSON;
AG-MANAGEMENT, INC., a Utah
corporation; WESTERN FARMERS,
a Utah general partnership;
CONSOLIDATED FARMS, a Utah
general partnership; G & K
PROPERTIES, a Utah general
partnership; O & M PLUMBING
AND HEATING, INC., a Utah
corporation; O & M PLUMBING
AND HEATING COMPANY PENSION
PLAN, an unincorporated
association; O & M PLUMBING
AND HEATING COMPANY PROFIT
SHARING PLAN, an unincor-
porated association; OGDEN
DENTAL GROUP TRUST NO. 5, an
unincorporated association;
SNOWVILLE INVESTORS, LTD.,
a Utah general partnership;
YOUNG FARMS, a Utah general
partnership; TOWER REAL
ESTATE, INC., a Utah
corporation; KENNETH ELTINGE;
DAVID WOODS, SR.; DAVID
WOODS, JR.; DANNY WOODS;
and JOHN DOES 1-30,

Defendants.

—oo0oo—

(j) Totzke.

(1) On information and belief, Totzke had full knowledge of, consented to, and participated in all conduct described in paragraphs 29(a), (b) and (c).

(2) Totzke knew that all monies and assets collected by Sampson rightfully belonged to, or were owned by, plaintiffs and knew that all such assets would be reinvested in an enterprise whose sole purpose was to seize and maintain control of the Richtron Affiliates, RFC, Frontier Equities, Richins and the Limited Partnerships.

(3) Between at least December 2, 1980, and November 24, 1982, Totzke assisted Sampson in soliciting from each limited partner of each of the Limited Partnerships all or a portion of the Proxy Documents described in paragraph 32(a) below.

(k) Wright, Eltinge and Tower.

(1) Between approximately January, 1981 and the present, Wright, Eltinge and Tower have engaged in numerous transactions to effect termination of all of the Richtron Affiliates' right, title and interest in and to certain real property formerly owned by the Young Farms, Ltd. limited partnership ("Young Farms") and to obtain that interest for themselves.

(2) Pursuant to that scheme, Wright, Eltinge and Tower have executed numerous instruments and other documents, the exact

identity and description of which are not now known to plaintiffs, for the purpose of transferring and conveying Young Farms' right, title and interest in and to the real property to various third persons whose precise identity is not now known to plaintiffs, and thereby eliminating any right, title or interest of the Richtron Affiliates in that property.

(3) Pursuant to a series of letters dated June 4, 1980, February 5, 1981, February 16, 1981, March 4, 1981, March 16, 1981, April 17, 1981, May 2, 1981, May 7, 1981, May 8, 1981, May 14, 1981, May 21, 1981, May 24, 1981, August 14, 1981, September 22, 1981, October 23, 1981, November 12, 1981, January 6, 1982, January 14, 1982 and January 15, 1982, Wright and Eltinge represented to each of the limited partners of the Young Farms, Ltd. limited partnership, debtors and/or creditors of the Richtron Affiliates and the Limited Partnerships that:

(i) Richtron, Inc. had been legally removed under Utah law as general partner of Young Farms, Ltd., and no longer a member thereof;

(ii) Eltinge, d/b/a Tower Real Estate, Inc., had been legally admitted under Utah law to Young Farms, Ltd., as substitute sole general partner and member thereof;

(iii) no amendment to Young Farms, Ltd.'s certificate required the signature of Richtron, Inc. to remove Richtron, Inc. from Young Farms, Ltd. and as general partner thereof and admit Eltinge as a member and substitute general partner;

(iv) Richtron, Inc. had breached a fiduciary duty;

(v) Richtron, Inc. had mismanaged Young Farms, Ltd. and its properties to such an extent that removal of Richtron, Inc. as general partner was necessary to rescue the limited partners' investments from total destruction;

(vi) Richtron, Inc. and Richins were unlawfully and unethically exploiting the limited partners' interests and were enemies of them;

(vii) Richtron, Inc. had misappropriated partnership funds;

(viii) Richins was dishonest and used sharp business practices in formation and management of Young Farms, Ltd.;

(ix) Richtron, Inc. had no legal right to liquidate, wind-up and terminate Young Farms, Ltd.;

(x) Eltinge's and Wright's actions were in the best interests of the limited partners;

(xi) the limited partners would lose their entire investment unless Richtron, Inc. was removed as general partner;

(xii) the limited partners could be made whole and recover their investments by supporting Eltinge and Wright and substituting Eltinge as general partner;

(xiii) Eltinge and Wright had legal authority to call partnership meetings and conduct partnership business;

(xiv) Eltinge had legal authority to assess the limited partners and power to remove or dilute or otherwise default any limited partner who refused to pay assessments to him;

(xv) Eltinge had legal authority to deal in the assets and liabilities of Richtron, Inc. and Young Farms, Ltd. and with their debtors and creditors; and,

(xvi) Eltinge had legal authority to sell and collect the proceeds from the property and collect money from debtors of Young Farms, Ltd.

(4) On July 1, 1981, Wright, Eltinge, Tower and Young Farms, filed with the Office of the Davis County Clerk, Utah, a document entitled "Amended Articles, Limited Partnership Agreement of Young Farms, Ltd." (the "Substitution Document"). The Substitution Document purported to expel Richtron, Inc., as general partner of plaintiff, Young Farms, Ltd., and admit Tower as substitute general partner. The Substitution Document was and is invalid and of no effect since it failed to contain the signature of the general partner sought to be substituted as required by § 48-2-25(1)(b), Utah Code Ann. (1953).

(5) In purported reliance on the Substitution Document, Eltinge, Tower, Wright and Young Farms executed, acknowledged, delivered, received and in some cases filed and recorded in public offices, deeds, real estate contracts, notices, checks, and other instruments for the purpose of conveying and otherwise transferring, in derogation of plaintiffs' title, certain real and personal property of the Limited Partnerships.

30. Each of the acts described in paragraphs 28 and 29 above, was undertaken in, or effected through, interstate commerce.

31. Beginning in about December, 1980, and continuing to the present, Sampson and the Sampson Group sought to solicit and in fact solicited from all the limited partners of the Limited Partnerships participation in an investment package ("Investment Package").

47. Pursuant to 18 U.S.C. § 1964(c), plaintiffs are entitled to an award of damages in an amount equal to three (3) times the amount of sustained damages, together with all costs of suit and a reasonable attorneys' fee.

48. The conduct of Sampson, the Sampson Group, the Sampson Partners, Eltinge, Tower and John Does 1-30 has been actuated by malice, bad faith and extreme ill will, thereby justifying the imposition of punitive damages in the amount of \$5,000,000.00.

49. Plaintiffs' discovery of the conduct described in paragraphs 28 and 29 above, and of the falsity of the representations described in paragraph 39 above, did not occur, and through the exercise of reasonable diligence could not have occurred, until between January and November, 1982, since defendants actively concealed facts which, if disclosed, may have alerted plaintiffs of the existence of cognizable claims under 18 U.S.C. § 1961, et seq., 15 U.S.C. § 78-j and 15 U.S.C. § 77-g. In addition, between December, 1982 and May, 1984, plaintiffs were absolutely precluded by court order from instituting or maintaining claims of the type at issue in this proceeding. The applicable statutes of limitation are accordingly tolled for the total duration of that disability.

SECOND CLAIM FOR RELIEF

(Injunctive Relief Against Racketeering
Activity Under 18 U.S.C. § 1964(a))

50. Plaintiffs incorporate by reference each and every allegation contained in paragraphs 1 through 49 above.

51. Unless Sampson, the Sampson Group, the Sampson Partners, Eltinge, Tower and their agents, representatives, nominees and/or employees are

preliminarily and permanently enjoined and restrained from: (a) engaging in the activities described in paragraphs 28, 29 and 39 above; and, (b) retaining any interest, direct or indirect, in the enterprise represented by such conduct, plaintiffs will continue to suffer immediate and irreparable injury and harm for which there is not, or may not, be a plain, speedy and adequate remedy at law.

52. Plaintiffs are accordingly entitled to the issuance of a preliminary and permanent injunction enjoining and restraining Sampson, the Sampson Group, the Sampson Partners, Eltinge, Tower and their agents, representatives, nominees and/or employees from performing any such activities, ordering divestiture of any interest in their racketeering enterprises, and dissolving any and all such enterprises, as provided by 18 U.S.C. § 1964(a).

THIRD CLAIM FOR RELIEF

(Relief Under Section 10 of the Securities
Act of 1934 and Rule 10b-5)

53. Plaintiffs incorporate by reference each and every allegation contained in paragraphs 1 through 52 above.

54. The Investment Package offered and sold by Sampson and the Sampson Group to the limited partners constituted "securities" within the meaning of Section 3(a)(10) of the Securities Exchange Act of 1934, 15 U.S.C. § 78-c(a)(10).

55. The conduct of Sampson and the Sampson Group as hereinabove alleged constituted a device, scheme or artifice to defraud the limited partners.

56. Sampson and the Sampson Group, directly or indirectly, by the use of a means or instrumentality of interstate commerce, or of the mails, employed a device, scheme or artifice to defraud the limited partners, made untrue

share are fully authorized, pursuant to paragraph 2, Article II, and Section 2, Schedule "B" of the Limited Partnership agreements.

110. Despite numerous assessments and demands for payment, the Sampson Group and the Sampson Partners have willfully refused to make such payments.

111. As a direct and proximate result of such refusal, Richins, the Richtron Affiliates and the Limited Partnerships have suffered injury and damages in an amount of at least \$2,500,000.00 for which the Sampson Group and the Sampson Partners are jointly and severally liable.

112. The conduct of the Sampson Group and the Sampson Partners has been actuated by malice, bad faith and extreme ill will, thereby justifying the imposition of punitive damages in the sum of \$2,000,000.00.

TWELFTH CLAIM FOR RELIEF

(Joint and Several Liability
of the Sampson Group, the Sampson Partners, Eltinge
and Tower for Invalid Renewal and Continuance
of Partnership Affairs)

113. Plaintiffs incorporate by reference each and every allegation contained in paragraphs 1 through 112 above.

114. Defendants' continuation of the business affairs of the Limited Partnerships in contravention of the Limited Partnership agreements and the Utah Uniform Limited Partnership Act and the blatant exercise by each defendant of management and control of the Limited Partnerships' business renders each defendant a general partner or co-venturer, thereby subjecting each to joint and several liability for the Limited Partnerships' pre- and post-dissolution debts and obligations.

WHEREFORE, plaintiffs demand judgment against defendants as follows:

A. On their first Claim for Relief against defendants Sampson, the Sampson Group, the Sampson Partners, Eltinge, Tower and John Does 1-30 for:

1. The sum of \$18,000,000.00 representing sustained general and special damages in the sum of \$6,000,000.00 which, under 18 U.S.C. § 1964(c), should be trebled;

2. Punitive damages in the sum of \$5,000,000.00;

3. A reasonable attorneys' fee, costs of suit and interest as provided by law; and,

4. Such other and further relief as the court deems just.

B. On their Second Claim for Relief against defendants, Sampson, the Sampson Group, the Sampson Partners, Eltinge, Tower and John Does 1-30 for:

1. A preliminary and permanent injunction enjoining and restraining said defendants and their agents or representatives, nominees and/or employees from engaging in the activities described in paragraphs 30 and 31 of this complaint, ordering divestiture of any interest in their racketeering enterprises and dissolving any and all such enterprises;

2. A reasonable attorneys' fees, costs and interest as provided by law; and,

3. Such other and further relief as the court deems just.

C. On their Third Claim for Relief against defendants, Sampson and the Sampson Group, jointly and severally, for:

1. An order rescinding the transactions between defendants and Frontier Investments for the sale and purchase of the described securities;

2. Judgment in favor of Frontier Investments against defendants for the consideration paid by said plaintiff's assignors for the purchase of the securities;

3. Costs and interest as provided by law; and,

4. Such other and further relief as the court deems just.

D. On their Fourth Claim for Relief against defendants, Sampson and the Sampson Group, jointly and severally, for:

1. An order rescinding the transactions between defendants and Frontier Investments for the sale and purchase of the described securities; and,

2. Judgment in favor of Frontier Investments against defendants for the consideration paid by said plaintiff's assignors for the purchase of the securities, or, in the alternative, for judgment for damages in such amount as determined by the court will compensate Frontier Investments for its losses;

3. Costs and interest as provided by law; and,

4. Such other and further relief as the court deems just.

E. On their Fifth Claim for Relief against defendant Sampson for:

1. Damages of a character and in an amount to be determined by the court at the trial of this matter;

2. Punitive damages in the sum of \$2,000,000.00;

3. Attorneys' fees, costs and interest as provided by law; and,

4. Such other and further relief as the court deems just.

F. On their Sixth Claim for Relief against defendant Sampson for:

1. Damages of a character and in an amount to be determined by the court at the trial of this matter;

2. Attorneys' fees, costs and interest as provided by law; and,
3. Such other and further relief as the court deems just.

G. On their Seventh Claim for Relief, Count I, against defendants, Sampson, the Sampson Group, the Sampson Partners, Eltinge, Tower and John Does 1-30, jointly and severally, for:

1. Damages in the sum of \$6,000,000.00;
2. Punitive damages in the sum of \$2,000,000.00;
3. Attorneys' fees, costs and interest as provided by law; and,
4. Such other and further relief as the court deems just.

H. On their Seventh Claim for Relief, Count II, against defendants, Sampson, the Sampson Group, the Sampson Partners, Eltinge, Tower and John Does 1-30 for:

1. A temporary and permanent injunction enjoining and restraining said defendants from further interference with the Richtron Affiliates' liquidation and winding-up of the Limited Partnerships; from further collection, use or disposition of the Limited Partnerships' assets; from further interference with the Richtron Affiliates and the Limited Partnerships' existing contractual relationships and prospective economic expectancies; and, from further diversions of the Limited Partnerships' monies and assets; and,

2. For costs and such other and further relief as the court deems just.

I. On their Eighth Claim for Relief against defendants, Sampson, the Sampson Group, the Sampson Partners, Barbara Sampson, Pearl Blanche, Eltinge, Tower, Western Farmers, Consolidated Farms and John Does 1-30 for:

1. An accounting from said defendants respecting any and all transactions undertaken in connection with the affairs of the Limited Partnerships and to an award of damages in an amount to be established by such accounting;

2. Attorneys' fees, costs and interest as provided by law; and,

3. Such other and further relief as the court deems just.

J. On their Ninth Claim for Relief against defendants, Sampson, the Sampson Group, the Sampson Partners and Barbara Sampson, Pearl Blanche, Eltinge, Tower, Western Farmers and Consolidated Farms for:

1. The imposition of a constructive trust or equitable lien against any assets of the Limited Partnerships determined to have been diverted or applied to said defendants' personal use or benefit;

2. Attorneys' fees, costs and interest as provided by law; and,

3. Such other and further relief as the court deems just.

K. On their Tenth Claim for Relief against defendants, the Sampson Group and the Sampson Partners, jointly and severally, for:

1. Repayment of all advances, loans and interest made by the Richtron Affiliates to the Limited Partnerships;

2. Attorneys' fees, costs and interest as provided by law; and,

3. Such other and further relief as the court deems just.

L. On their Eleventh Claim for Relief against defendants, the Sampson Group and the Sampson Partners, jointly and severally, for:

1. An order directing each member of the Sampson Group and the Sampson Partners to indemnify and hold harmless the Richtron Affiliates against any and all judgments, liabilities, fines, amounts paid in settlement and reasonable

expenses actually and necessarily incurred by them in connection with their position as general partners of the Limited Partnerships;

2. General damages in the sum of \$2,500,000.00;
3. Punitive damages in the sum of \$2,000,000.00;
4. Attorneys' fees, costs and interest as provided by law; and,
5. Such other and further relief as the court deems just.


M. On their Twelfth Claim for Relief against defendants, the Sampson Group and the Sampson Partners, for:

1. An order adjudging and declaring that each member of the Sampson Group and the Sampson Partners is a general partner or co-venturer in each of the Limited Partnerships of which each is a member, thereby subjecting each to joint and several liability for any and all pre- and post-dissolution debts and obligations of each such Limited Partnership;

2. Attorneys' fees, interest and costs as provided by law; and,
3. Such other and further relief as the court deems just.

DATED this 20 day of December, 1984.

HANSEN JONES MAYCOCK & LETA

By 
John T. Anderson
Attorneys for Plaintiffs

Tab 8a

✓ FEB 17 1985

PAUL L. MADGER
Clerk

W. Robert Wright, Esq.
Christopher L. Burton, Esq.
Paul H. Harman, Esq.
JONES, WALDO, HOLBROOK & McDONOUGH
Attorneys for Defendants
Sampson, et al.
1500 First Interstate Plaza
170 South main Street
Salt Lake City, Utah 84101
Telephone: (801) 521-3200

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF UTAH, CENTRAL DIVISION

PAUL H. RICHINS, et al.,	:	
	:	
Plaintiff,	:	ORDER
	:	
vs.	:	Case No. NC84-131
	:	
JOHN P. SAMPSON, et al.,	:	
	:	
Defendant.	:	
	:	

Plaintiffs' Motion for a Preliminary Injunction came on regularly for hearing on December 27, 1984, and December 28, 1984. The defendants were represented by W. Robert Wright, Christopher L. Burton and Paul M. Harman of Jones, Waldo, Holbrook & McDonough; plaintiffs were represented by John T. Anderson of Hanson, Jones, Maycock and Leta. Subsequent to the hearing,

the defendants submitted proposed Findings of Fact and Conclusions of Law to the Court. Plaintiffs objected to defendants' proposed Findings of Fact and Conclusions of Law. On February 15, 1984, the Court heard arguments from counsel representing both plaintiffs and defendants on the Findings of Fact and Conclusions of Law.

The Court having heard and considered the arguments and representations of counsel and having reviewed the pleadings filed with the Court and good cause appearing for the entry of a formal Order,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

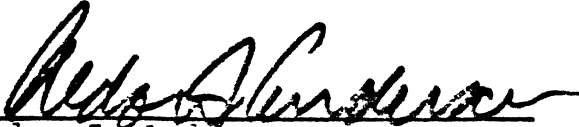
1. Plaintiffs' Motion for a Preliminary Injunction is denied.

2. Defendants, John P. Sampson, et al., out of necessity, appointed Ag Management, Inc., as the general partner to operate the farm properties involved in the matter, and Ag Management, Inc., shall continue to act as the general partner for the purpose of managing and operating the farm properties in all manner and aspects until a decision is rendered at trial.


3. The Court's ruling at the preliminary injunction, ~~of which is contained in the record, and the Findings of Fact~~


and Conclusions of Law implicit therein, are hereby incorporated and made a part of this Order.

Dated this 27 day of February, 1985.


Aldon J. Anderson
District Court Judge

Approved as to form:


John T. Anderson
Attorney for Plaintiffs


Paul M. Harman
Attorney for Defendants

Copies mailed to counsel:dp
John T. Anderson, Esq.
Joseph S. Knowlton, Esq.
W. Robert Wright, Esq.

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF UTAH
CENTRAL DIVISION

FILED IN U.S. DISTRICT COURT
DISTRICT OF UTAH

MAR - 7 1985

PAUL L. BADGER
Clerk

PAUL H. RICHINS, ET. AL.,)

PLAINTIFF,)

VS.)

JOHN P. SAMPSON, ET. AL.,)

DEFENDANT.)

CASE NO. NC 84-131

COURT'S RULING

BEFORE THE HONORABLE ALDON J. ANDERSON

DECEMBER 28, 1984

5258 PINEMONT DRIVE, MURRAY, UTAH 84107

Certified Shorthand Reporters •



OUR FILE NO. 1228-84

INTERMOUNTAIN COURT REPORTERS

REPORTED BY

263-1396

ROBIN CONK, CSR, RPR

MAR - 7 1985

PAUL L. BADGER
Clerk

APPEARANCES

FOR THE PLAINTIFF: JOHN T. ANDERSON, ESQ.
50 W. BROADWAY
SALT LAKE CITY, UT 84111

FOR THE DEFENDANT: CHRISTOPHER L. BURTON, ESQ.
FIRST INTERSTATE PLAZA
SALT LAKE CITY, UT 84111

ROBERT WRIGHT
PAUL HARMAN

1 SALT LAKE CITY, UTAH, FRIDAY, DECEMBER 28, 1984, 6:30 P.M.

2 THE COURT: THE COURT HAS LISTENED CAREFULLY TO ALL
3 THAT HAS BEEN SAID. I WOULD LIKE TO COMMEND COUNSEL FOR
4 THEIR EVIDENT ABILITY IN MASTERING THE FACTS, IN PRESENTING
5 LEGAL ARGUMENT IN SUPPORT OF THEIR POSITION. AND THEY'VE
6 BEEN DEFERENTIAL AND RESPECTFUL AND CERTAINLY CONDUCTED
7 THE CASE IN AN APPROPRIATE MANNER IN A MATTER THAT IS
8 OF CONSEQUENCE TO SO MANY PEOPLE. AND I WOULD JUDGE THAT
9 THERE ARE MANY GOOD PEOPLE, AT LEAST THOSE WHOM I'VE HAD A
10 CHANCE TO OBSERVE, WHO WERE INVOLVED IN THIS DISTRESSFUL
11 SITUATION WHERE INVESTMENTS HAVE TURNED SOUR. AS SO OFTEN
12 TAKES PLACE, ON THE PART OF THOSE WHO ARE DIRECTLY INVOLVED,
13 AN ATTEMPT IS MADE TO PLACE BLAME AND RECAP THEIR LOSSES.
14 AND THAT'S WHAT THE COURT EXPECTED THEY WOULD DO. AND THAT
15 THOSE WHO WERE RESPONSIBLE MAY HAVE TO MAKE GOOD ON THE
16 LOSSES OTHERS SUFFERED WHO MAY NOT BE RESPONSIBLE AND THAT
17 PHILOSOPHY IS APPROPRIATE IN OUR SOCIETY.

18 PLAINTIFFS PRESUMABLY HAVE FILED THEIR ACTIONS IN
19 PURSUIT OF THAT GOAL, AND DEFENDANTS HAVE RESPONDED
20 BELIEVING THAT THEIR CAUSE IS JUST IN THAT RESPECT.

21 THE ELEMENTS THAT THE COURT MUST CONSIDER IN
22 DETERMINING WHETHER OR NOT PRELIMINARY INJUNCTION SHOULD BE
23 FILED ARE -- THERE ARE FOUR. I SHOULD CONSIDER THE PUBLIC
24 INTEREST INVOLVED. WITH RESPECT TO PUBLIC INTEREST, THERE
25 ISN'T A CRITICAL PROBLEM BECAUSE THE PUBLIC INTEREST, IN A

1 CASE OF THIS KIND, IS TO SEE THAT JUSTICE IS DONE AND THOSE
2 WHO HAVE BEEN RESPONSIBLE FOR ILLEGAL OR WRONGFUL CONDUCT,
3 THAT CAN BE REMEDIED BY THE LAW, MAKE PAYMENT TO THOSE
4 WHO HAVE SUFFERED LOSS AS A RESULT OF THAT. AND SO THE
5 PUBLIC INTEREST IS SERVED IF THOSE WHO HAVE RIGHTS THAT
6 SHOULD BE ENFORCED ARE ENFORCED AS AGAINST THOSE WHO HAVE
7 VIOLATED A DUTY. TO SECURE RELIEF, EACH SIDE IS CLAIMING
8 THAT THEY WANT THE COURT'S ASSISTANCE IN THAT RESPECT. SO,
9 THE PUBLIC INTEREST ISSUE IS NOT ONE THAT WOULD DETERMINE
10 WHETHER OR NOT PRELIMINARY INJUNCTION IS GRANTED.

11 ANOTHER FACTOR THE COURT HAS TO CONSIDER IS THE
12 EFFECT UPON THE PARTIES IF RELIEF REQUESTED IS GRANTED, OR
13 IS NOT GRANTED. WHAT IS THE EFFECT UPON THE PLAINTIFF IF
14 THE REQUEST IS NOT GRANTED AS COMPARED WITH WHAT WILL BE
15 THE EFFECT UPON THE DEFENDANTS IF THE RELIEF IS GRANTED?
16 AND TO DETERMINE THE EXTENT OF THE DISRUPTION AND THE
17 IMPACT THAT WOULD RESULT. THAT'S IMPORTANT TO DETERMINE
18 BECAUSE ESSENTIALLY PRELIMINARY INJUNCTION IS FOR THE
19 PURPOSE OF MAINTAINING THE STATUS QUO UNTIL THE FINAL
20 TRIAL IS HAD. IT'S TRUE THAT OFTEN, NOT OFTEN, BUT ON
21 OCCASION A REQUEST FOR PRELIMINARY INJUNCTION WILL SEEK TO
22 ORDER A CHANGE IN THE STATUS OR RELATIONSHIPS BASED UPON
23 THE MANIFEST CONDITIONS OR FACTS THAT JUSTIFY AND REQUIRE
24 IT. BUT, EXCEPT FOR THIS, COURTS ARE RELUCTANT TO CHANGE
25 THE STATUS QUO ON A PRELIMINARY INJUNCTION, BECAUSE OF THE

1 FACT THAT ON FINAL HEARING IT MAY BE THAT THE MATTER MAY
2 HAVE TO BE CHANGED TO A DIFFERENT SITUATION. SO, THERE HAS
3 TO BE SUFFICIENT EVIDENCE REPRESENTED TO JUSTIFY THAT CHANGE.

4 NOW, THE PLAINTIFF IN THIS CASE IS RELYING UPON, AS
5 IT APPEARS TO THE COURT, HIS CLAIM OF MANIFEST RIGHT UNDER
6 THE STATUTES GOVERNING PARTNERSHIP RELATIONSHIPS,
7 PARTICULARLY THE LIMITED PARTNERSHIP RELATIONSHIP WITH
8 GENERAL PARTNER. HE HAS RELIED UPON THE FACT THAT TITLE
9 TO THE PROPERTY IS IN HIS COMPANY, ALTHOUGH, INTERESTINGLY
10 THERE HAS BEEN A RUSH OF FILINGS WITH RESPECT OF DEEDS,
11 APPARENTLY, JUST APPROXIMATELY THE DAY WHEN WE STARTED THE
12 HEARING, WHICH IS APPARENTLY AN EFFORT TO TIDY UP. BUT,
13 NONETHELESS, IT HAS LEGAL EFFECT.

14 SO, WE'RE CONCERNED HERE INSOFAR AS THE IMPACT ON THE
15 PARTIES IS CONCERNED, WITH THE COMPARISON OF THE RESULTS
16 AND I HAVE GIVEN CONSIDERATION TO THAT. THE DEFENDANTS, ON
17 THE OTHER HAND, ARE IN A SITUATION IN WHICH IT APPEARS, IF
18 THEIR EVIDENCE IS BELIEVED -- AND I CAN'T FULLY DISCOUNT
19 THE EVIDENCE ON EITHER SIDE AT THIS POINT -- BUT, IT WOULD
20 APPEAR ON THE PRESENT SHOWING THAT THEY HAVE ACTED OUT OF
21 A FEELING THAT THEY HAD BEEN ABANDONED AT THE POST AND HAD
22 TO DEAL FOR THEMSELVES. I NOTICED IN REFERRING TO EXHIBIT J
23 ON PAGE 5, MR. BURTON POINTED TO A QUOTE WHICH INCLUDED
24 LANGUAGE THAT HE WAS, MEANING MR. RICHINS, WAS GOING TO
25 WITHDRAW HIS SERVICE UNTIL THEY PAY HIM, AND I THINK HE SAID

1 THAT ON THE STAND SEVERAL TIMES. I NOTICED IN READING A
2 LITTLE FURTHER THAT IT SAYS, "AND THE PEOPLE WHO THINK THEY
3 CAN DO BETTER NOW HAVE THEIR CHANCE." AND THAT SEEMS TO ME
4 TO BE SIGNIFICANT. IT'S AN INVITATION FOR THEM. NOT ONLY
5 ARE THEY BEING ADVISED THAT HE IS TERMINATING HIS
6 RESPONSIBILITY -- HE SAYS THAT HE IS TERMINATING
7 RESPONSIBILITY -- BUT HE'S INVITING THEM TO DO BETTER IF THEY
8 CAN. AND THAT'S WHAT THEY DID. THEY UNDERTOOK, AS IT
9 APPEARS, TO REORGANIZE THEMSELVES AND TO GET SOMEBODY WHO
10 WOULD REPRESENT THEM WHO IS INFORMED. AND THEY DIDN'T
11 WANT, APPARENTLY, TO SEE THIS THING WOUND UP IN ANY EVENT,
12 AND DISSOLVE. THEY WANTED TO TRY TO PRESERVE IT IF THEY
13 COULD.. BUT, IN ANY EVENT, TO BE THE MASTERS OF THEIR OWN
14 INTEREST SINCE THEY COULDN'T RELY UPON MR. RICHINS TO DO
15 THE SAME. AND IF HE HAD A CHANGE OF HEART AND RECOMMUNICATED
16 AND TOLD THEM HE WANTED TO REPRESENT THEM FURTHER, I DIDN'T
17 HEAR ANY EVIDENCE WITH RESPECT TO THAT. PERHAPS THE
18 RESPONSIBILITY WOULD HAVE SHIFTED AND THE ARGUMENT MIGHT
19 BE MADE WITH MORE CONVINCING FORCE THAT THESE STATUTES JUST
20 HAVE TO BE SERVED. BUT, IT'S HARD FOR THE COURT ON THE
21 SHOWING THAT HAS BEEN MADE TO BELIEVE THAT WHERE A RESPONSIBLE
22 PERSON, HAVING AFTER ALL OBTAINED HUNDREDS OF THOUSANDS OF
23 DOLLARS IN INVESTMENTS FROM PEOPLE WHO HAVE NO DIRECT
24 RESPONSIBILITY TO CARRY ON THE WORK -- I ASKED MR. RICHINS
25 ABOUT THAT. IT'S HIS RESPONSIBILITY TO MANAGE -- HIS

1 COMPANY'S RESPONSIBILITY TO MANAGE ALL OF THAT MONEY. IT'S
2 SURELY UNDER THE STATUTE THE INTENDED OBLIGATION THAT HE ACT
3 IN A MANNER OF TRUST AND RESPONSIBILITY AND PURSUE IT AND
4 TO SEE THAT HE GETS THAT CHANCE. IF HE'S GOING TO
5 TERMINATE RESPONSIBILITY AND -- AS HE SAID, NOT TAKE CARE
6 OF TAX RETURNS, NOT DO THIS, NOT VOLUNTEER ANY SERVICE --
7 QUOTE, PEOPLE WHO THINK THEY CAN DO BETTER NOW HAVE THEIR
8 CHANCE -- INVITE THEM TO DO IT THEMSELVES, CERTAINLY IS
9 ARGUABLE. BUT, HE'S CERTAINLY NOT THE PERSON TO CARRY ON IN
10 THE EYE OF THE COURT.

11 NOW, UNDER CLAIM OF PRELIMINARY INJUNCTION ON A STRICT
12 ATTEMPT UNDER THOSE STATUTES -- JUST TO CHANGE THE
13 CIRCUMSTANCES, PUT HIM IN UNTIL THE TRIAL IS HELD, HEAR THE
14 TRIAL AND THEN -- WHO KNOWS -- IF IT'S CHANGED BACK OR
15 CHANGED FORWARD, THAT'S DIFFICULT. SO, I SEE IN THE FACTS
16 PRESENTED THAT THERE IS NO LIKELIHOOD THAT THE DEFENDANT --
17 THAT THE PLAINTIFF MAY PREVAIL ON THIS ISSUE. YOU HAVE A
18 STRONG ARGUMENT, MR. ANDERSON, ON THE STATUTES. YOU HAVE
19 PRESENTED THAT WELL. AND THOSE ARE FORCEFUL. AND THEY HAVE
20 THOSE PARTS THAT HAVE BEEN AMENDED FOR THE PURPOSE OF
21 RESOLVING SOME DISPUTES THAT HAVE DEVELOPED, BECAUSE THERE
22 WAS TOO MUCH FLEXIBILITY BEFORE. THERE IS A GOOD ARGUMENT
23 THERE. BUT, IF I WAS THINKING TO WHAT IT MIGHT BE COMPARED,
24 IF MR. RICHINS DIES IN THE MIDDLE OF PERFORMANCE OF DUTIES
25 OR BECOMES INCOMPETENT, IT'S CERTAIN THAT YOU DON'T HAVE TO

1 STILL OBTAIN THE WRITTEN SIGNATURE BEFORE THE THING CAN BE
2 WOUND UP. TAKE IT A STEP FURTHER, IF HE SAYS, I WILL NOT DO
3 IT, I'M SICK AND TIRED OF THE WHOLE THING, I DON'T MEAN
4 THESE ARE THE FACTS, BUT ASSUMING THAT SITUATION, "I WILL
5 NOT PERFORM AND I WON'T SIGN, I'M SICK AND TIRED OF ALL OF
6 IT, I'M NOT GOING TO SERVE THEM FURTHER." I DON'T THINK
7 THAT THE LIMITED PARTNERS HAVE TO WAIT AROUND UNTIL THEY
8 CAN GET A CONSENT. I DON'T THINK THAT THE STATUTES CAN BE
9 APPLIED THAT STRICTLY, I JUST DON'T THINK THAT'S THE CASE.
10 I THINK UNDER THE CIRCUMSTANCES WHERE HE SAYS I'VE TERMINATED
11 ALL RESPONSIBILITY, THOSE WHO THINK THEY CAN DO BETTER HAVE
12 THEIR CHANCE AND THEY MAY GO AHEAD AND DO THEIR BEST.
13 PERHAPS THEY'VE MADE SOME MISTAKES. WE CAN DECIDE THOSE
14 MATTERS ON THE FULL TRIAL.

15 BUT, I DON'T THINK YOU'VE MADE A BASIS FOR ASKING
16 THE COURT TO CHANGE THE CIRCUMSTANCES ON THOSE FACTS. AND
17 I HAVEN'T SEEN ANY SIGNIFICANT EFFORT AS TO WHAT HE DID
18 SINCE MAKING THAT STATEMENT EXCEPT AS YOU SAY TO PROSECUTE
19 THOSE LAWSUITS. THOSE LAWSUITS, FROM LOOKING AT THE
20 FINDINGS THAT I'VE SEEN AND WHAT HAS BEEN SAID, DON'T DEAL
21 IN ANY SIGNIFICANT RESPECT WITH THE PROBLEMS THAT YOU'VE
22 THROWN BEFORE THIS COURT. BUT, WITH RESPECT TO MANAGEMENT
23 AND THOSE OTHER THINGS, I WOULD CONCEIVE OF A PETITION TO
24 THE COURT. I WOULD THINK THIS, THE OPINION OF A RECEIVER
25 SHOULD BE ASKED. BECAUSE HE CAN THINK OF A LOT OF THINGS

1 THAT MIGHT BE DONE WITH THE CLAIM THESE PARTIES HAVE MADE
2 WITH RESPECT TO EACH OTHER. IF THEY STATED THE TRUTH ON
3 BOTH SIDES, IT OUGHT TO BE A THIRD PARTY THAT'S MANAGING
4 THIS MONEY. I JUST DON'T HAVE THE CONVICTION THAT THERE'S
5 JUSTIFICATION FOR ENTERING THE CHANGE OF CIRCUMSTANCES THAT
6 WOULD REQUIRE THAT THE PROPERTY BE MANAGED NOW FROM HERE ON
7 AND DOWN LINE UNDER MR. RICHINS.

8 SO, AS TO THE LIKELIHOOD OF SUCCESS, I DON'T THINK
9 THERE'S A LIKELIHOOD OF SUCCESS. AS TO IRREPARABLE INJURY,
10 AS I REFLECTED AND OBSERVED, YOU PROBABLY COULD MAKE A
11 PRETTY GOOD ARGUMENT, ASSUMING THAT HE WAS OTHERWISE
12 ENTITLED TO IT. BUT HE DOES HAVE MORE THAN JUST A MONEY
13 INTEREST INVOLVED IN PROTECTING HIS INVESTMENTS, HIS DREAM,
14 HIS ENTERPRISE AND TO SERVE IT OUT, IF HE'S DONE HIS FAITHFUL
15 JOB, AS THE COURT WILL ALLOW. I CAN SEE THAT, SO THE COURT
16 WILL DENY THE REQUEST FOR PRELIMINARY INJUNCTION. OKAY.

17 MR. BURTON: THANK YOU, YOUR HONOR.

18 MR. ANDERSON: THANX YOU, YOUR HONOR.

19 THE COURT: I APPRECIATE YOUR ATTENDANCE AND I
20 APPRECIATE THE HELP THAT'S BEEN GIVEN. AND MY
21 RESPONSIBILITY IS TO MAKE DECISIONS AND IT'S DIFFICULT
22 AT TIMES, BUT I JUST HAVE TO DO THE BEST I CAN, I'VE TRIED
23 TO DO THAT. AND THE COURT WILL BE IN RECESS.

24 (WHEREUPON COURT WAS ADJOURNED
25 AT 6:45 P.M.)

1 STATE OF UTAH)
2 COUNTY OF SALT LAKE) ss.

3
4 I, ROBIN CONK, R.P.R., C.S.R., C.P., AND
5 NOTARY PUBLIC IN AND FOR THE COUNTY OF SALT LAKE, STATE
6 OF UTAH, DO HEREBY CERTIFY:

7 THAT THE FOREGOING PROCEEDINGS WERE TAKEN BEFORE
8 ME AT THE TIME AND PLACE SET FORTH HEREIN, AND WAS TAKEN
9 DOWN BY ME IN SHORTHAND, AND THEREAFTER TRANSCRIBED INTO
10 TYPEWRITING UNDER MY DIRECTION AND SUPERVISION.

11 THAT THE FOREGOING PAGES CONTAIN A TRUE AND
12 CORRECT TRANSCRIPTION OF MY SAID SHORTHAND NOTES SO TAKEN.

13 IN WITNESS WHEREOF, I HAVE SUBSCRIBED MY NAME
14 THIS 27th DAY OF Feb, 1985.

15
16
17
18
19
20
21
22
23
24
25

Robin Conk
ROBIN CONK
C.S.R., R.P.R., C.P. and
Notary Public in and for
the County of Salt Lake,
State of Utah.

Tab 9

FILMED

JOSEPH S. KNOWLTON
Attorney for Plaintiffs
845 East 400 South
Salt Lake City, Utah 84102
363-3191

FILED IN CLERK'S OFFICE
DAVIS COUNTY, UTAH

1984 FEB -1 PM 4:10

RECEIVED BY CLERK
2ND JUDICIAL DISTRICT COURT

BY UB
CLERK

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT

IN AND FOR THE COUNTY OF DAVIS, STATE OF UTAH

YOUNG FARMS, LIMITED,
a Limited Partnership, et al.,

Plaintiffs,

-vs-

RICHTRON, INC., a Utah corporation,
PAUL H. RICHINS, ARAL WESLEY ALLRED,
SARAH ELAINE ALLRED, his wife, BANK
OF UTAH, a Utah corporation,

Defendants.

TENDER

Civil No. 29700

COMES NOW, the plaintiffs above named, by and through their attorney, Joseph S. Knowlton, and tender to the defendants, Allreds, the sum of \$10,431.00, representing the 1980 payment previously ruled to be the property of Leo Richins and further the plaintiffs tender to the defendants, Allreds, the sum of \$10,431.00, representing the 1983 payment upon the contract between the Allreds and Richtron, Inc.

DATED this 30th day of January, 1984.

YOUNG FARMS, LIMITED

Ken Eltinge
Tower Real Estate
by Ken Eltinge
General Partner

Joseph S. Knowlton
JOSEPH S. KNOWLTON

MAILING CERTIFICATE

I hereby certify that I have mailed a true and correct copy of the foregoing Tender, postage prepaid, this 30th day of January, 1984

16

Tab 10

NOTICE OF WITHDRAWAL

Notice is hereby given of the withdrawal of RICHTRON, INC., as General Partner for the Utah limited partnership known as YOUNG FARMS, LTD., effective upon the 29th day of December, 1980, and that such withdrawal is in accordance with the Limited Partnership Agreement of said Partnership on file with the Duchesne County Clerk's Office, Roosevelt, Utah, and the Davis County Clerk's Office, Farmington, Utah.

DATED this 2 day of January, 1981.

RICHTRON, INC.
a Utah corporation

By: /s/
PAUL H. RICHINS, President

STATE OF UTAH)
 : ss.
County of Davis)

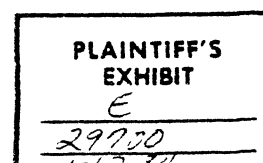
On this _____ day of January, 1981, personally appeared before me PAUL H. RICHINS, President of Richtron, Inc., who declared to me that he did execute the foregoing Notice of Withdrawal on behalf of Richtron, Inc., by authority of corporate resolution of its Board of Directors.

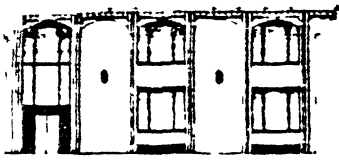
IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

/s/
Notary Public for the State of Utah
Residing at Farmington, Utah

My Commission Expires:

11/29/83





RICHTRON

EXECUTIVE OFFICES 225 So. 200 W. Farmington, Utah 84025
Farmington (801) 867-2280 • SLC 531-0200 • Ogden 773-7710

January 6, 1981

Davis County Clerk
Davis County Courthouse
Farmington, Utah 84025

Re: Filing Notices of Withdrawal of General Partner.

Dear Clerk:

Enclosed please find the following Notices of Withdrawal of the General Partner from the limited partnerships as listed below:

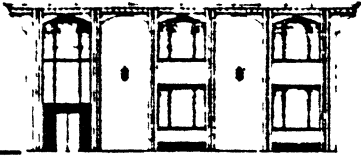
<u>Partnership Name</u>	<u>Your File No.</u>
Burley Farms	(Filed Oct. 11, 1977)
Catlow Valley Farms #1	307
Catlow Valley Farms #2	308
Catlow Valley Farms #3	309
Catlow Valley Farms #4	310
Catlow Valley Farms #5	311
Catlow Valley Farms #6	312
Catlow Valley Farms #7	313
East Taber Properties	(Filed June 13, 1980)
North Bear Lake Farms	(Filed Oct. 7, 1977)
North Taber Properties	323
Pleasant Valley Farms	328
Randlett Investors, Ltd.	329
Richtron A-13, Ltd.	(Filed August 20, 1975)
Springfield Properties	332
Taber Properties	322
Wixom Properties	334
✓Young Farms, Ltd.	335

Would you please see that each Notice is properly filed with its respective partnership. If you have any questions or need additional information, please call. Thank you.

Sincerely,

Paul H. Richins
President

Enclosures



RICHTRON

EXECUTIVE OFFICES 225 So. 200 W. Farmington, Utah 84025
Farmington (801) 867-2280 • SLC 531-0200 • Ogden 773-7710

January 6, 1981

Duchesne County Clerk
Duchesne County Courthouse
Roosevelt, Utah 84066

Dear Clerk:

Enclosed please find a Notice of Withdrawal of the general partner from the limited partnerships known as Pleasant Valley Farms and Young Farms, Ltd. Would you please see that these two Notices are properly filed with the Limited Partnership Agreements you have on file. If you have any questions, please contact us.

Thank you.

Very truly yours,

Paul H. Richins
President

ml

Enclosures - *\$1000 check*

Tab 11

of 1981.

(Question by Mr. Knowlton)

Q Sure, but that means that the plaintiffs then paid the 1980 payment, didn't they?

A Oh, I don't have any question about that. They did.

Q And RICHTRON made the 1980 payment to Allred in February, 1981?

A That's right.

Q But they didn't pay the underlying equity position, the underlying mortgage, excuse me, to Equitable.

A To Equitable?

Q Yes.

A No. The limited partners said they would pick that up. That was part of--we had withdrawn and they wanted to go ahead and get somebody else.

Q Which limited partners made that representation?

A Ken Jones and let's see. Ken Jones. I think he was the main person. He came down to my office and we said we had withdrawn and they wanted to go ahead with it and I said, if we can do this without a lawsuit and everything else, we are willing to transfer or just to step aside on this deal and he indicated that that would be the case and everyone was aware of it.

Q When you say everyone--

A Of the payments not being made to Equitable Life.

Tab 12

FILED

MAR 4 1982

JOSEPH S. KNOWLTON
Attorney for Plaintiff
Suite 204 Executive Building
455 East Fourth South
Salt Lake City, Utah 84111
363-3191

RODNEY W. WALKER, Clerk
Davis County, Utah

IN THE SECOND JUDICIAL DISTRICT COURT, DAVIS COUNTY

STATE OF UTAH

YOUNG FARMS, LTD., a Limited
Partnership, et. al.,

Plaintiffs,

-vs-

RICHTRON, a Utah corporation;
PAUL H. RICHINS; ARAL WESLEY ALLRED
and SARAH ELAINE ALLRED, his wife;
BANK OF UTAH, a Utah corporation,

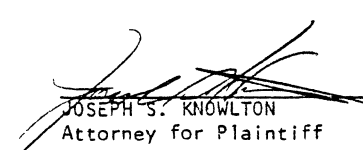
Defendants.

DOCUMENTATION OF PAYMENT
OF UNDERLYING OBLIGATION

Civil No. 2-29700

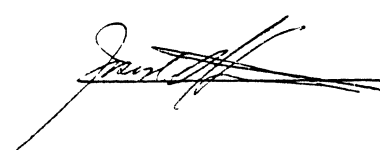
Enclosed are copies of documents indicating payment of the under-
lying obligations of the propertys spelled out in the documents submitted
by the plaintiffs.

DATED this 3rd day of March, 1982.


JOSEPH S. KNOWLTON
Attorney for Plaintiff

MAILING CERTIFICATE

I hereby certify that I mailed a copy of the foregoing Documenta-
tion of Payment of Underlying Obligation to David B. Leta, Roe & Fowler,
Attorneys At Law, 340 East Fourth South, Salt Lake City, Utah 84111, on
this 3rd day of March, 1982.



UTAH SATISFACTION OF MORTGAGE

Know all Men by these Presents: that THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES, does hereby certify and declare that a certain Mortgage bearing date the 10th day of July, 1972, made and executed by J. Dorrant Freston, also known as Jesse Dorrant Freston, and as Jessie Dorrant Freston, and Ethelene M. Freston, husband and wife.

to THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES, on the following described property situate in the County of Duchesne, State of Utah, to wit:

The following described lands located in

Township 1 South, Range 1 West of the Uintah Special Meridian

Section 29: ~~SW1/4~~, and

the following described lands located in

Township 2 South, Range 1 West of the Uintah Special Meridian

Section 5: ~~SW1/4~~,

ALSO, Beginning at the Southeast corner of the NE1/4, thence North 403 feet; thence West 366.3 feet; thence South 20°00' East 413.57 feet; thence East 480 feet to the beginning,

Section 8: NW1/4, SW1/4, SE1/4, EXCEPT a tract of land situate in the NE1/4 and NW1/4 of said Section 8, described as follows, to-wit: Beginning at a point 611 feet North and 2416 feet East, more or less, from the West Quarter Corner of said Section 8; running thence North 57°26' East 861 feet parallel to and 343.92 feet perpendicularly distant Southeasterly from an existing wood pole transmission line on said land to a fence on the Northeast boundary line of said land, thence North 20°05' West 817.77 feet along said Northeast boundary line fence; thence South 57°26' West 988.20 feet parallel to and 234.55 feet perpendicularly distant Northwesterly from said transmission line to fence on said land, thence South 29°01' East 800 feet along said fence line to the point of beginning,

ALSO, Beginning at the center of said Section 8, and running thence South 990 feet; thence South 20°18' East 1157.3 feet; thence North 75°05' East 545 feet; thence South 30°40' East 280.9 feet; thence North 75°05' East 642 feet; thence South 20°35' East 670 feet to the South line of said Section 8; thence East 715 feet to the Southeast corner of said Section 8; thence North 1320 feet; thence West 1320 feet; thence North 1320 feet; thence West 1320 feet to the point of beginning, EXCEPTING THEREFROM THE FOLLOWING: Beginning at the Southeast corner of Section 8, Township 2 South, Range 1 West of the Uintah Special Meridian, and running thence North 300 feet; thence West 300 feet; thence South 300 feet; thence East 300 feet to the point of beginning,

1st day of October, 1981.

THE EQUITABLE LIFE ASSURANCE
SOCIETY OF THE UNITED STATES

By Richard M. Henry
Richard M. Henry, Asst. Vice President



State of Missouri }
County of St. Louis }

On this 1st day of October, 1981, personally appeared ASST. before me Richard M. Henry, who, being by me duly sworn, did say he is a Vice President of THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES, a corporation of the State of New York, and that the instrument was signed on behalf of said corporation by authority of its By-laws, and the Vice President acknowledged to me that the corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal, this the day and year first above

written.

Jaqueline Isobelhardt

JACQUELINE ISOBELHARDT
NOTARY PUBLIC - STATE OF MISSOURI
ST. LOUIS COUNTY
MY COMMISSION EXPIRES JAN. 8, 1985

Wasatch Title & Escrow Company

180 East 2100 South, Suite 102 • Salt Lake City, Utah 84115
486-5961

Verden E. Bettilyon
President

Virginia B. Godfrey
Vice President

October 13, 1981

Ms. Fern Oberhansley
Basin Land Title & Abstract, Inc.
823 East 2nd North
Roosevelt, Utah 84066

Dear Fern:

Enclosed is the Release of the Equitable Mortgage on the Young Farms property for recording. Also enclosed is our check for \$7.00 to cover the recording cost.

Very truly yours,

Verden E. Bettilyon

VEB:bjn
Enclosures

CLOSINGS

TITLE INSURANCE

ESCROWS

270
293

WHEN RECORDED, MAIL TO:

ENTRY NO. 218611 DATE 9-12-81 TIME 3:15 BOOK A-85 PAGE 295
 FEE \$ 5.00 RECORDED AT REQUEST OF Sacred Heart Title
Blair J. W. Paulsen DUCHESE COUNTY RECORDER A. Paulsen DEPUTY
 Space Above for Recorder's Use

WARRANTY DEED

J. DORRANT FRESTON and ETHELENE M. FRESTON, husband and wife , grantor s
 of Roosevelt , County of Duchesne , State of Utah,
 hereby CONVEY and WARRANT to ROBERT M. YOUNG and BETTY JEAN YOUNG,
 husband and wife, as joint tenants, not tenants in common, with full right of
 survivorship
 , grantee s
 of Altamont , County of Duchesne , State of Utah
 for the sum of Ten Dollars and other good and valuable considerations DOLLARS,

the following described tracts of land in Duchesne County, State of Utah, to-wit:
 TOWNSHIP 2 SOUTH, RANGE 1 WEST, U. S. M.

Section 5: The South half of the Southwest quarter.

TOWNSHIP 2 SOUTH, RANGE 1 WEST, U. S. M.

Section 5: Beginning at the Southeast corner of the Northeast quarter of the Southwest
 quarter; thence North 403 feet, thence West 566.5 feet; thence South 20°00' East
 413.57 feet; thence East 480 feet to point of beginning.

TOWNSHIP 2 SOUTH, RANGE 1 WEST, U. S. M.

Section 8: The Northwest quarter; Southwest quarter of the Northeast quarter; South
 half of the Northwest quarter of the Northeast quarter. Beginning at the center, thence
 South 990 feet; South 20°18' East 1157.3 feet; North 75°05' East 545 feet; South 30°08'
 East 280.9 feet; North 75°05' East 642 feet; South 20°35' East 670 feet to South section
 line; thence East 415 feet, North 300 feet, East 300 feet, North 1020 feet, West 1320 feet,
 North 1320 feet, West 1320 feet to point of beginning. Less 17 acres deeded to Utah power
 & Light Co. and 8 acres for State road.

Together with 103 shares of Dry Gulch Irrigation Co. water, 40 shares of Indian water, 30
 shares of high water, and a 2.56 second feet continuous flow water filing (1913).

Excepting and reserving all oil, gas, and mineral rights.

WITNESS the hand of said grantor, this day of December , 19 73

Signed in the presence of

C. B. O'Connell J. Dorrant Freston
Ethelene M. Freston

STATE OF UTAH,

County of Duchesne } ss.

On the 14th day of December , 1973
 personally appeared before me J. Dorrant Freston and Ethelene M. Freston, husband and
 wife,
 the signers of the above instrument, who duly acknowledged to me that they executed the
 same.

C. B. O'Connell
 Notary Public

My commission expires 3-17-76 Residing in Roosevelt, Utah

#408

218612

9-17-81

Bavin Land Title

Recorded at Request of 180 East 2100 South, Suite 101, Salt Lake City, Utah 84111

at 3:17 P.M. Fee Paid \$ 7.00 Madeline W. Burdick

by G. F. Finkler Dep. Book B-95 Page 296-297 Ref.:

Mail tax notice to Address

WARRANTY DEED

ROBERT M. YOUNG & BETTY JEAN YOUNG
of Lapoint, County of Uintah, State of Utah, hereby
CONVEY and WARRANT to

YOUNG FARMS LTD., a Utah Limited Partnership

of Salt Lake City, County of Salt Lake, State of Utah
Ten dollars and other good and valuable consideration for the sum of
DOLLARS,

the following described tract s of land in Duchesne County,
State of Utah:

See Exhibit "A" attached

WITNESS, the hand^s of said grantor^s, this 15th day of
September A. D. 1981

Signed in the Presence of

Robert M. Young

Betty Jean Young

STATE OF UTAH,

County of Duchesne

ss.

On the 15th day of September, A. D. 19 81
personally appeared before me

the signer of the within instrument, who duly acknowledged to me that he executed the
same.

Notary Public.

My commission expires July 21, 1984 Residing in Bountiful, Utah

EXHIBIT "A"

FRESTON PROPERTY

TOWNSHIP 2 South, Range 1 West, U.S.M.

Section 5: Beginning at the southeast corner of the northeast quarter of the southwest quarter; thence North 403 feet; thence West 566.5 feet; thence South 20°00' East 413.57 feet; thence East 480 feet to point of beginning.

Section 5: The South half of the Southwest quarter.

Excepting therefrom the following described property: Beginning at a point 51.28 feet North 0° 04' 14" East along the N-S 1/4 Section line from the S 1/4 corner of said Section; thence North 20° 17' 11" West 1,368.45 feet; thence South 89° 53' 37" East 476.04 feet; thence South 0° 04' 14" East 1,282.69 feet to point of beginning. Contains 7.009 acres.

TOWNSHIP 2 South, Range 1 West, U.S.M.

Section 8: The northwest quarter; southwest quarter of the northeast quarter; South half of the northwest quarter of the northeast quarter. Beginning at the center; thence South 990 feet; thence South 20° 18' East 1,157.3 feet; thence North 75° 95' East 642 feet; thence South 20° 35' East 670 feet to the South Section line; thence East 415 feet; thence North 300 feet; thence East 300 feet; thence North 1,020 feet; thence West 1,320 feet; thence North 1,320 feet; thence West 1,320 feet to point of beginning. Less 17 acres deeded to Utah Power & Light Co., and 8 acres for State Road.

Together with 103 shares of Dry Gulch Irrigation Co. water, 40 shares of Indian water, 30 shares of high water, and a 2 second feet continuous flow water filling (1913) and all or any shares owned by Sellers contingent to this property. Excepting and reserving all oil, gas and mineral rights.

DORA J. FRESTON PROPERTY

TOWNSHIP 2 South, Range 1 West, U.S.M.

Section 8:

Beginning at a point 170.40 feet South 0° 01' 42" West along the N-S 1/4 Section line from the North 1/4 Corner said Section; thence South 20° 23' 54" East 510.284 feet; thence South 88° 04' 09" West 178.197 feet; thence North 0° 01' 42" East 484.285 feet to point of beginning. Contains 0.090 acre.

ALLRED PROPERTY

TOWNSHIP 2 South, Range 1 West, Uintah Special Meridian

Section 4: The west half of the northwest quarter; the southwest quarter.

Section 5: The northeast quarter; the north half of the southeast quarter.

Together with any and all Improvements thereunto, and 392 shares of Dry Gulch High Water Stock.

Excluding and reserving, therefrom, all oil, gas and other minerals.

Tab 13

defendant.

Q RICHTRON doesn't have any rights here, but you received on behalf of the Youngs Farms, \$52,000 as RICHTRON, INC. as a general partner, didn't you?

A The money went into the escrow between LTD Investments and Young Farms. LTD Investment paid Young Farms in that escrow. I think it was about \$52,000. Then out of that escrow First Security Bank in Roosevelt, we got \$52,000. Took it up to the Bank of Utah and made a payment on the Young Farms/RICHTRON escrow.

Q Now, RICHTRON, INC. is the general partner of Young Farms Ltd., isn't it? Wasn't it at this time?

A Yes, sir. It was then. It's a liquidating partner now.

Q So, you received \$52,000. You put 32, approximately, or whatever the contract called for, into escrow to pay off RICHTRON, INC. and at the same time there was due a payment from RICHTRON to Allreds. Why wasn't that payment made to Allreds when the payment was made from Young Farms to RICHTRON?

A We just couldn't make it at that time. We weren't required. We had a grace period and we just took advantage of the grace.

Q Why did you have to borrow or get a gift from your father and/or your mother of nine thousand some odd dollars to make that payment in February when the money you had received

Tab 14

FILED

DEC 21 1981

CLERK OF DISTRICT COURT
DAVIS COUNTY, UTAH

David E. Leta
ROE AND FOWLER
Attorneys for Defendants
340 East Fourth South
Salt Lake City, Utah 84111
Telephone: (801) 328-9841

IN THE SECOND JUDICIAL DISTRICT COURT

OF DAVIS COUNTY

STATE OF UTAH

YOUNG FARMS LIMITED, a limited)
partnership, PHILLIP O. BOYER,)
VIRGIL CONDON, BOYD J. FARR,)
HOMER L. HALE, MARIE M. IRVINE,)
G. KENNETH JOHNSON, KENNETH W.)
JONES, ROBERT C. NEWMAN, TOFFIE)
SAWAYA, RICHARD STOVER, WILLIAM)
TINGEY, JAMES E. WATTS, RALPH M.)
WRIGHT, limited partners,)

ORDER GRANTING AND
DENYING MOTIONS

Plaintiffs,)

vs.)

RICHTRON, INC., a Utah corporation,)
and PAUL H. RICHINS,)

Civil No. 2-29700

Defendants.)

These matters came before the court upon plaintiffs' motion for injunction, motion for an order compelling discovery, and motion for a writ of replevin dated December 9, 1981, and defendants' motion for continuance dated December 17, 1981. The motions were heard on December 17, 1981, at 10:00 a.m. Present at the hearing were Joseph S. Knowlton for plaintiffs and David E. Leta of Roe and Fowler for defendants. Upon consideration of the pleadings and the arguments of counsel, and good cause appearing therefor, it is hereby

ORDERED that all parties to this proceeding are temporarily restrained and enjoined, in accordance with Rule 65A, Utah Rules of Civil Procedure, from any acts, transactions or conduct affecting or

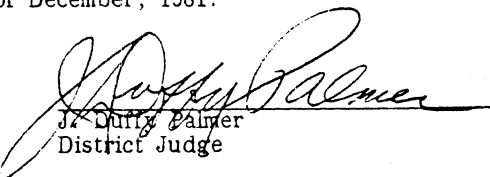
relating to the property in issue in this action pending a hearing on plaintiffs' motions, provided, however, that any party may pay or satisfy underlying liens and interests of persons or entities having claims against the property, but the party engaging in such conduct shall bear all risk of loss in connection therewith, and any such action shall in no way impair the rights or interests of other parties nor be deemed a waiver of any such rights or interests; and, it is further

ORDERED that defendants' motion for continuance is granted, and the clerk of the court shall schedule a one-half day hearing on plaintiffs' motions at the earliest available opportunity; and, it is further

ORDERED that defendants shall provide plaintiffs, or their representative, with access to bank statements showing withdrawals and deposits relating to the operation of Young Farms, Limited, together with copies of invoices and cancelled checks relating to the operating expenses of Young Farms Limited, provided, however, that plaintiffs inspect such records at defendants' principal place of business during reasonable business hours and upon reasonable advance notice; and, it is further

ORDERED that all other matters in this action are continued and reserved for further hearing.

DATED this 21 day of December, 1981.


J. Duffy Palmer
District Judge