Defendants Exhibit 30
Case No. 2888 Civil
Filed

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT IN AND FOR UTAH COUNTY, STATE OF UTAH.

PROVO RESERVOIR COMPANY, A Corporation, Plaintiff, vs. PROVO CITY, et al, Defendants,	No. 2888 Civil Contempt Proceeding. Copy of the Proceedings in the above entitled cause, September 4, 1918, Found in Vol. IX. of Official Transcript of the Evidence given in said Cause, pages 4159 to 4163, Both Inclusive.

3:30 P.M. Recess to 5:30 P.M.

THE COURT: Gentlemen, have you something to offer at this time?

Mr. JACOB EVANS: If the court please, after a conference between the plaintiff and the defendant Provo City, the following agreement has been entered into:

It is stipulated by and between the plaintiff and the defendant, Provo City as follows:

First, That the court shall make and enter its Findings and decree awarding to Provo City all of the waters arising and flowing from the springs in Provo Canyon claimed by the defendant Provo City, and flowing into its pipe line and water works system, except the waters of the spring referred to as Maple or Yellow Jacket spring, which was taken into the Provo pipe line and water system in the year 1914, or thereabouts, which has an approximate flow of one-fourth of a second foot.

Second, That the court shall find and decree to Provo City 16.5 second feet constant flow of the waters of Provo

River, flowing in and through the Factory race.

Third, that the defendant Provo City withdraws and waives its objections to the classification of the waters of the Flue Cliff right in the proposed decision of the court.

MR. C.C.RICHARDS: That is correct, your Honor.

MR. A.C.HATCH: I understand that it goes a little farther than that too, and you withdraw the objection that you may have as to the award made to the plaintiff as to the Blue Cliff right.

MR.C.C.RICHARDS: I don't know that is right, that has not been suggested.

MR. A.C.HATCH: That was part of the discussion I made when I was in there, to withdraw your objection and any

MR. C.C.RICHARDS: Any objection we have made, and all objections we have made we withdraw and waive.

MR. A.C.HATCH: And they are no longer--

MR.C.C.RICHARDS: And we do not expect to raise those objections or renew those objections. We use the word waive there for that purpose to cover it.

THE COURT: That seems to be broad enough.

MR. JACOB EVANS: I might suggest, if the court please, that the two paragraphs of the stipulation which were discussed --

MR. A.C.HATCH: There is another matter; just a moment until I get through.

THE COURT: Let me ask if I understand what you mean so that there will be no misunderstanding about the stipulation. In the second paragraph, the court shall find and decree to Provo City 16.5 second feet constant flow of the water of Provo River, Then you say flowing in and through

the Factory race.

MR. JACOB EVANS: That was intended, if the court please to substitute the figures.

THE COURT: I understand there is a substitution between the 13 and 16, but the flowing in and through the Factory Race might be construed as being limited to what is now flowing in the Factory race.

MR.C.C.RICHARDS: No, our idea was to be river water.

THE COURT: I understand you to mean flow of 16.5 is to be taken into the Factory race.

MR. JACOB EVANS: In other words, 16.5 is substituted for the figures 13.75.

THE COURT: So I understand it, this is not descriptive, it is merely defining where it is to be taken.

MR. JACOB EVANS: It is the power right water.

MR. A.C.HATCH: There is another matter. They also have an objection to our amending our complaint as we have set forth. I understand that is also--

MR. F.S.RICHARDS; No, we have not made any objection or expressed any opinion on it at all. That matter don't come up, I understand, until the next time.

THE COURT: I understood he asked whether he would have an opportunity to be heard.

MR. JACOB EVANS: I want to say if they are going to us amending our complaint so as to make it conform to the proof that has been offered-- that was the purpose of that amendment -- or if they are going to make any objection or retard us in proceeding with the trial of this case, then it was not our understanding that this stipulation which has just been read is to be of any binding force or effect upon us.

MR. C.C.RICHARDS: Mr. Evans, we have not given your amendment the slightest consideration. You proposed it and for ought we know it to be entirely satisfactory. This wipes out two of the four points of difference.

MR. A.C.HATCH: Not necessarily.

MR. JACOB EVANS: If it is not satisfactory then we want it understood now.

MR. C.C. RICHARDS: What other differences have we with you?

MR. A.C. HATCH: There are technical objections that might be raised to defeat our Blue Cliff claim, and we do not at this time propose to be put into a position whereby the parties may take advantage of any technicality in order to attempt to defeat such claim as we have established by the proof.

THE COURT: Now, I understood they waived all objection to your Blue Cliff claim, that is the way I understood it.

MR. A.C. HATCH: But that, if the court please, might be as set forth in our original complaint. We are now before the court proposing to amend.

MR. C. C. RICHARDS: We are referring to the proposed decision, that the Judge in his proposed decision is to classify you as a primary instead of secondary right, I used that term and the objection was made to that.

THE COURT: You withdraw that?

MR. C.C. RICHARDS: I withdraw it and waive it. That is what we mean by this and think we have told it in plain language.

THE COURT: It seems so to the court.

MR. JACOB EVANS: Let it be understood then the city, through their attorneys or otherwise, at the time the question comes before the court as to whether or not we will be permitted to amend our complaint is here objecting to it, that amendment, that this stipulation as now made and read into the record may be withdrawn. In other words, we understood as far as we were concerned all objections in this matter were being withdrawn, they would no further retard us.

THE COURT: The court will not hear you upon the application to withdraw this stipulation, neither will I hear them upon any objection to the Blue Cliff.

MR. C.C.RICHARDS: Let us be frank, this was written and read and read by you so that we all knew the identical language, what it meant. It is not our purpose to change it.

MR. WEDGEWOOD: It is the spirit of the act and intent.

MR. C.C. RICHARDS: WE are not here to play loose with our language.

THE COURT: Now gentlemen, is there something you want to present in the morning?

MR. F.S. RICHARDS: Yes, I suggest we desire to offer some formal proof to support our claim and findings and decree that may be entered along the lines of this stipulation, and we would desire very much if we may be permitted to do that before the Court finally adjourns, because we have witnesses here we don't want to bring back. The other matter can be taken up later on when it suits the convenience of the court and parties.

THE COURT: I think we can finish that in the morning in an hour. We will adjourn until nine o'clock. I take it your object is to bind all parties that did not join in the stipulation.

MR. F.S. RICHARDS: And it will be just as formal and brief as we feel we dare offer.

6:00 P.M., Recess to 9:00 A.M., September 5,1918.