(13) a-13

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

PROVO RESERVOIR COMPANY, a corporation, Plaintiff,	)	
vs	:	R E P L Y
PROVO CITY, et al, Defendant.	)	

Comes now the plaintiff in the above entitled cause and by way of reply to the answer of the defendant, Utah Power and Light Company to its complaint, as amended September 10, 1918, states:

1. That it denies that, in a suit lately pending or decided in this court, wherein Provo City, et al, are plaintiffs and the Telluride Power and Transmission Company, et al, defendants, any adjudication whatever was made between the predecessor in interest of this plaintiff and the Telluride Company, the predecessor in interest of the defendant herein the Utah Power and Light Company, and it affirmatively alleges that the said court has no power or jurisdiction whatever to make any adjudication whatever between said parties; that it denies that any issue whatever was ever submitted to the court between said parties and denies that any issue whatever was raised by the pleadings in said cause between the said parties, and further alleges that in so far as said decree attempts to define the rights between Blue Cliff Canal Company and the Telluride Company it is absolutely null, void and of no effect whatever, or at all, and it denies that by said record or said proceeding or said judgment, or that by any record, proceeding or judgment, it is estopped to assert that it is the owner of the right to the use of forty-six cubic feet per second, or of any other quantity, of the normal flow of the waters of the Provo River as a primary right.

2. Replying to said defendant's second above defense contained in paragraph three of its amended answer, plaintiff denies generally each and every allegation contained therein.

3. Replying to defendant's third affirmative defense contained in the fourth paragraph of said defendant's amended answer, plaintiff denies generally each and every allegation contained therein.

4. Replying to said defendant's fourth affirmative defense contained in the fifth paragraph of its amended answer, plaintiff denies generally each and every allegation contained therein.

WHEREFORE, plaintiff prays judgment against defendants according to the terms of its amended complaint and that it be decreed to be the owner of forty-six cubic feet per second of the flowing waters of the normal flow of the Provo River as a primary right.

A. H. Peck Jno. R. Evans.
Howard A. Jones &
A. L. Booth.
Attorneys for plaintiff.

STATE OF UTAH)
: ss
COUNTY OF UTAH)

R. J. Murdock, being first duly sworn says, that he is an officer of the plaintiff, Provo Reservoir Company, a corporation, to-wit: the Secretary thereof, and that he is acquainted with the facts set forth in the foregoing reply, and knows the contents thereof and that the same is true of his own knowledge except as to matters therein stated on information and belief, and that as to those matters he verily believes it to be true; and that as such officer he makes this verification for and in behalf of the plaintiff corporation.

R. J. Murdock

Subscribed and sworn to before me this 10 day of October, A.D. 1918.

Alfred L. Booth
Notary Public.

ALFRED L. BOOTH. NOTARY PUBLIC UTAH COUNTY, UTAH

My Commission Expires:
April 15, 1919.

Received copy of the foregoing reply this 2nd day of November, 1918.

Geo. H. Strong
Attorneys for defendant
Utah Power and Light Co.

#2888

S. I. Epperson
Fern Ferguson

Exhibit "A" Info
FA Construction Exhibits: