

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

PROVO RESERVOIR COMPANY,) No. 2888 Civil
a corporation,) Contempt Proceeding
Plaintiff,)
vs.) Copy of the Proceedings in
PROVO CITY, et al,) the above entitled Cause,
Defendants,) May 7, 1919, Found in Vol.X.
of the Official Transcript
of the Evidence given in said
Cause, Pages 4349 to 4351, Both
----- Inclusive.

Whereupon the court takes a recess, and during the recess the attorneys dictate to the reporter the following stipulation with the request that it be inserted in his notes:

It is agreed between the plaintiff Provo Reservoir Company and the defendant Provo Bench Canal & Irrigation Company, that the issues arising upon the amendment to the complaint of the Provo Reservoir Company pertaining to the so-called Blue Cliff right, and the answer of the Provo Bench Canal & Irrigation Company to the amendment and to the complaint as amended, shall be disposed of as between the plaintiff Provo Reservoir Company and the defendant Provo Bench Canal & Irrigation Company, by a decision and decree under which the Provo Reservoir Company as successor in interest to the Blue Cliff Canal Company shall have a primary right to 50 second feet of the waters of Provo River which shall include the Maple Springs, Pony Steele Springs and all other springs originally arising in or discharging their waters into the Blue Cliff Canal.

It shall be provided by the decree to be entered herein that the point of diversion of all of said waters shall

be at the location of the present headgate of the present Provo Bench Canal & Irrigation Company, or at such other point or points as will not interfere with the use of the river portion of said 50 second feet by the Utah Power & Light Company.

This stipulation includes the rights specified in paragraphs 14 and 24 of the present decision of the court heretofore filed in this cause and said decision shall be modified to conform thereto.

MR. RAY: In the matter of the stipulation between the Provo Bench Canal & Irrigation Company and the plaintiff in this action relative to the Blue Cliff right, I ask that the stipulation be filed and copied into the record.

MR. A. C. HATCH: We consent to that and join in the request.

THE COURT: It may be so ordered, and may be copied into the record. Have the city and the plaintiff reached an agreement?

MR. RICHARDS: We wish to put in some evidence on the question of the extension of the period of duty on behalf of Provo City.

MR. RAY: The Timpanogos Canal Company desires to join in that application, and desires to have the benefit of that evidence.

THE COURT: I understand you have abandoned the idea of adjusting the matter?

MR. JACOB EVANS: If the court please, we have really not conferred about it sufficiently to determine whether or not we will be able to get together, and it might be if an

adjournment is taken and all parties get together and discuss it it may be some agreement could be reached without taking the time of the court in the introduction of evidence.

MR. C. C. RICHARDS: We understood we had reached that agreement last evening that the evidence was simply for a foundation for the court proforma, as we did on a previous agreement. That was my understanding.

MR. JACOB EVANS: There is no disposition on our part to make any opposition to it, but we understand there is some disposition on the part of some other people, and I think if the whole parties litigant could get together and discuss it there might be some agreement.

THE COURT: If all parties interested--

MR. JACOB EVANS: I don't understand it in any way changes the understanding.

MR. C. C. RICHARDS: It is simply a foundation for the court.

THE COURT: If all parties affected by it consent to it there will be no necessity of evidence, if not, I take it you should introduce evidence. The court will take a recess until one thirty.

12:00 Noon, Recess to 1:30 P.M.
