

09-25

*Duplicate*

RE: CASE 2888.

Provo, Utah, Jan. 8, 1919.

E.A. Wedgwood,  
Chairman Commission  
Drafting Decree.

Salt Lake City, Utah.

Dear Sir:-

Under separate cover I am forwarding the following:-

Reply Provo Res. Co. to Utah Power & Light Co.	
Stipulation Provo Res. Co. with Pioneer Irrig. Co et al.	
" " " " " "	Wilford Van Wagonen.
" " " " " "	Charleston Irrig. Co.
" " " " " "	Midway Irrig. Co. et al.
" " " " " "	J.R. Murdock.
" " " " " "	Wilford D. Wright and J.W. Allen.
" " " " " "	Provo City.
" " " " " "	Provo City.

Findings of Fact Chidester Decree.

Chidester Decree.

Morse Decree.

Decree In Fulton Case ( Certified Copy)

Paragraph 17, of Findings of Fact Fulton Case (Certified Copy)

The foregoing is from the files at the Clerk's. Office.

I also forward with above my copy of the "Fulton Decree".

Resp.

*J. F. Webb*

Commissioner.

Copy to Clerk of the Court.

ag-34  
T. F. WENTZ  
CIVIL AND IRRIGATION ENGINEERING

OFFICE  
COMMERCIAL BANK BUILDING  
PROVO, UTAH

PHONES: 148W-1  
318

C.R.1919. Case 2888.

Provo, Utah, Oct. 29, 1919.

E.A. Wedgwood,

W.W. Ray,

F.S. Richards,

Commissioners Drafting Decree, Case 2888.

Salt Lake City, Utah.

Gentlemen:

I hand you herewith Tabulation showing the total second feet in the several classes of water rights under the tentative decision for the Wasatch Division of Provo River, and on the right I have arranged a combination of some of the classes.

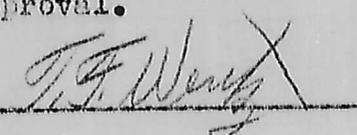
You will recall that the several classes as shown under the Tentative Decision represents time of appropriation, and in this respect has preserved the order of rights. On the other hand the Recommended Arrangement puts the awards in a more practical form for administration.

The writer feels that some such modification should be made in the Tentative Decision, and that some such arrangement should be adopted and recommended by the Commission Drafting the Decree, however, I would not advise any such change unless all the parties should agree to the same, that is, no move should be made that will in any way tend to prolong the case or create any dissatisfaction among the parties.

In the actual distribution the Recommended Arrangement will not seriously affect the parties, therefore for compactness and a more practical method of administration, I suggest to your Commission that Counsel be advised of this proposal, and if unanimously approved, you may then present the matter to the Court for approval.

Copy to:  
Hon. C.W. Morse,  
E.A. Wedgwood.  
W.W. Ray,  
F.S. Richards.  
Provo Reservoir Co.  
Utah Power & Light Co.

Resp. Submitted,

  
Commissioner.

C.R.1919. Case 2888.

TABULATION SHOWING THE TOTAL SECOND FEET IN THE SEVERAL CLASSES OF WATER RIGHTS UNDER THE TENTATIVE DECISION FOR THE WASATCH DIVISION OF PROVO RIVER. AND RECOMMENDED ARRANGEMENT.

Tentative Decision		Recommended Arrangement.	
Class	Second Feet.	Class	Second Feet.
First	245.19	First	245.19
Second	11.41)	Second	13.12
Third	1.48(		
Fourth	0.23)		
Fifth	24.67)	Third	27.58
Sixth	1.10)		
Seventh	0.26)		
Eighth	0.09(		
Ninth	0.64)		
Tenth	0.82)		
Eleventh	12.74	Fourth	12.74
Twelveth	8.33	Fifth	8.33
Thirteenth	12.17	Sixth	12.17
Fourteenth	64.00	Seventh	64.00
Fifteenth	0.00)	Eighth	21.02
Sixteenth	21.02)		
Seventeenth	179.64	Ninth	179.64
Totals:			
	583.79		
17	<del>17</del>	9	583.79

Submitted by letter to Commission Drafting Decree, Oct.29,1919.

ag-23

**King, Straup, Nibley & Leatherwood**  
**Attorneys and Counsellors at Law**  
SUITE 316 MCCORNICK BUILDING  
**Salt Lake City, Utah**

WILLIAM H. KING  
D. N. STRAUP  
JOEL NIBLEY  
E. O. LEATHERWOOD

October 27, 1919.

Messrs. Wedgwood, Irvine & Thurman,  
Attorneys at Law,  
Walker Bank Bldg.,  
City.

Gentlemen:

I have received a letter from  
Judge King respecting the Provo Reservoir  
case and he advises me that he represented  
the persons mentioned in your letter of  
recent date.

Yours respectfully,

*Joel Nibley*

N-F

Booth & Booth

LAWYERS  
ROOM 13, KNIGHT BLOCK  
PROVO, UTAH

29-22

Nov 4, 1919.

Hon Commr appointed to draw findings & decree  
in case 2888.

Gentlemen:

At the suggestion of Mr Wentz, Water Commissioner, and  
the approval of the Court I submit the following for your  
kind consideration:

On page 3 of the decree proposed you will find that the  
West Union Canal Co, the Smith Ditch Company and the Carter  
Ditch Company are awarded water jointly. The Carter ditch Co's  
testimony as given by the members showed that they owned 74  
acres entitled to water, but on a more accurate survey made  
by Surveyor Wentz it was shown that they had 80 acres and  
the Court accepted 80 in the award. The land of the Carter Ditch  
Company is similar in character to that of the other River  
Bottom people and is therefor properly entitled to a little more  
water than that of the West Union. I represent in this case  
all these interests and I fully agree with the Commission  
in that it will be better for the parties interested if

the Carter Ditch Co be awarded their water separate  
for 80 acres at the rate the same as the East River Bottom  
Water Co, whose lands adjoin the Carters. This need  
not in any manner interfere with the rights of any  
other party to the suit.

Yours Truly  
J. E. Booth

May 10 to June 20

June 20 to July 20

July 20 to Sept

Sept 1 to May 10

Acres	Val
52	1.54

Acres	Val
57	1.40

Acres	Val
65	1.23

Acres	Val
70	1.14

COUNTY COMMISSIONERS

JOHN M. RITCHIE, CHAIRMAN  
GEO. A. HUNTINGTON  
HUGH W. HARVEY

ALFRED SHARP,  
COUNTY CLERK AND RECORDER

A. B. MORGAN DISTRICT JUDGE  
J. H. McDONALD DISTRICT ATTORNEY

## Wasatch County, State of Utah

E. G. DURNELL, S.  
WM. S. WILLES, ATTORNEY  
J. PARLEY EDWARDS, ASSESSOR  
MILLIE WITT, TREASURER  
JAMES JOHNSON, SURVEYOR  
D. A. BROADBENT,  
SUPERINTENDENT OF SCHOOLS

aq-2/  
Heber City, Utah, Sept. 27th, 1919.

E. A. Hedgewood, Att'y,  
Salt Lake City, Utah.

Dear Sir:

Some time ago I was advised, in a talk with Attorney W. W. Ray, that he, yourself and as I remember one of the Richards was appointed as a committee by the court to draft findings, conclusions and decree in re Provo Reservoir Co., v. Provo City, et al. No. 2888 Civil, and that in due time I would receive a letter from some one advising me what the committee would like from me as to the clients I represent; but your letter of the 26th is the first notice of any kind I have received from any source, so in reply to YOUR letter of said date I submit the following list of the clients I represent in said action, to-wit:

Timpanogus Irrigation Co., Beaver and Shingle Creeks Water,  
not represented by Judge Thurman, as attorney.

Charleston Irrigation Co., as to its Lower canal.

Midway Irrigation Co., as to the Island Ditch,

Hyrum S. Winterton,

William L. Van Wagoner

John Van Wagoner, Jr.

Frederick Remund,

Phillip Ford,

Joseph Abegglen,

Anna Elizabeth Abegglen, as successor to Ulric Abegglen,

J. E. Peterson,

Chris Mitchell,

Felix Martin,

John U. Buhler,

Jesse R. Nelson, now deceased,

Jesse Nelson, Jr.,

Alfred Alder,

W. W. Alder,

James T. Alder,

Alonzo Hicken

Ermina C. Cummings, Lavina E. Murdock, William T. Averett, Addison

Averett, Joseph Averett, John H. Averett, Edna Murdock, Leona

Bonner and Euscacia Averett, heirs of William Averett, Deceased.

William Winterton,

William H. Winterton,

Joseph E. Hanks, administrator (now Cora Hanks) of the estate of  
Mrs E. L. Hanks, deceased.

John B. Powers,

George H. Edwards,

Joseph S. Wright,

E. L. Brown,

Ellen C. Wright,

Dermont Huffaker, Administrator of the estate of D. S. Huffaker, deceased,

W. D. Wright,

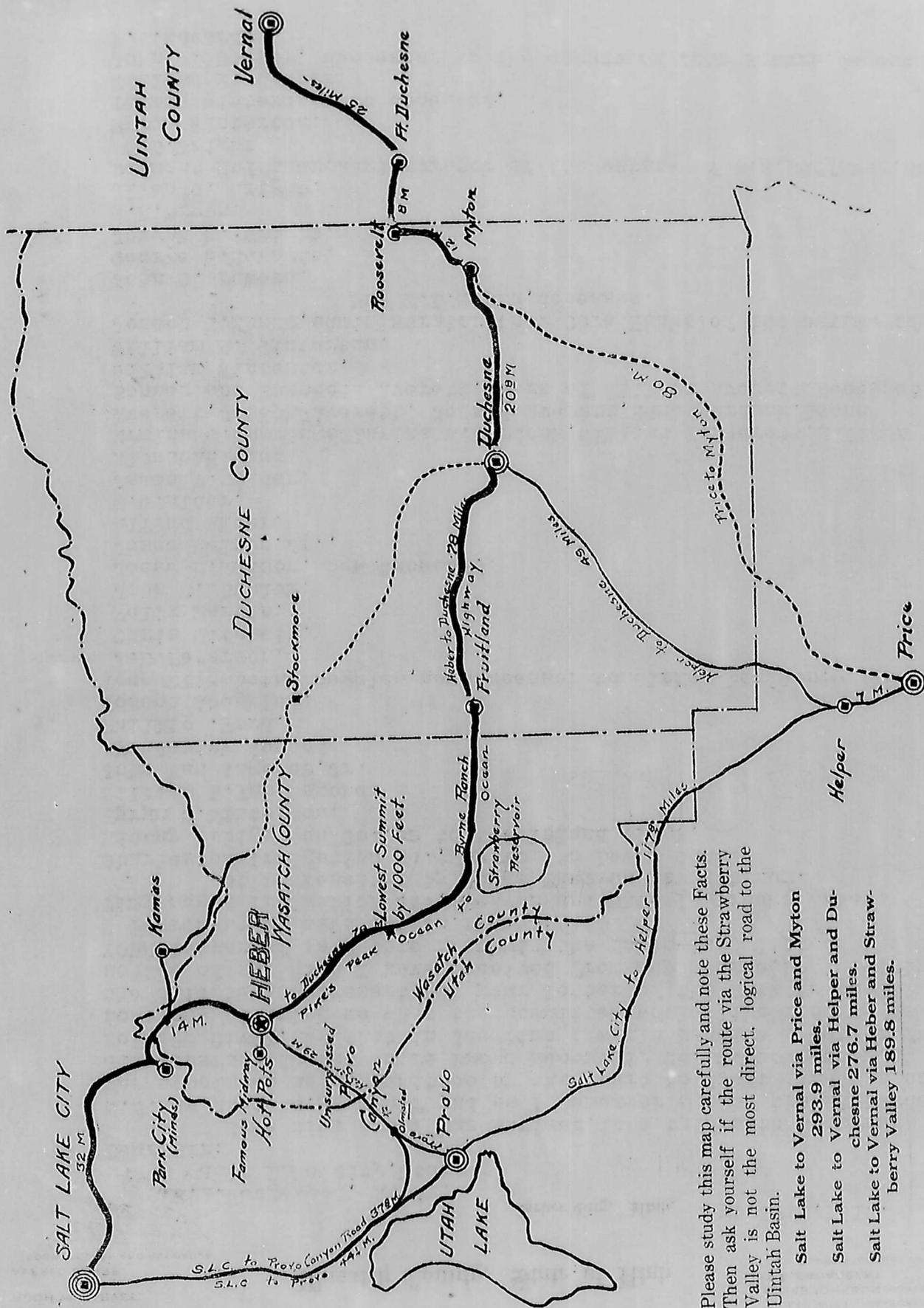
Hyrum Winterton,

Thomas Winterton, now deceased,

William N. Casper,

John W. Stubbs, successor to the estate of John Powers, deceased,

P. W. Edwards,



Please study this map carefully and note these facts. Then ask yourself if the route via the Strawberry Valley is not the most direct, logical road to the Uintah Basin.

Salt Lake to Vernal via Price and Myton 293.9 miles.

Salt Lake to Vernal via Helper and Duchesne 276.7 miles.

Salt Lake to Vernal via Heber and Strawberry Valley 189.8 miles.

COUNTY COMMISSIONERS

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ALFRED SHARP  
COUNTY CLERK AND RECORDER

A. B. MORGAN DISTRICT JUDGE  
J. H. McDONALD DISTRICT ATTORNEY

Wasatch County, State of Utah

E. G. DURNELL, ATTORNEY  
WM. S. WILLES, ATTORNEY  
J. FARLEY EDWARDS, ASSESSOR  
MILLIE WITT, TREASURER  
JAMES JOHNSON, SURVEYOR  
D. A. BROADBENT,  
SUPERINTENDENT OF SCHOOLS

List of clients represented by Heber City, Utah,

Wm S. Willes, Continued.

Earl Stringfellow, successor to the rights of John O. Edwards,  
Joseph S. Wright, successor to the rights of Joseph R. Murdock,  
Elizabeth Hamilton, successor to the rights of the estate of  
John Kummer, Deceased,

George R. Carlile,

James Casper,

J.M. Casper,

John M. Richie,

Joseph Hatch,

Emma Wherritt,

Elisha Webster,

William Daybell,

John Murri,

Moroni Winterton,

E.R. Bronson,

William Bonner,

James Pyper,

James B. Hamilton heirs,

Henry Zenger,

Henry F. Watson,

Heber City, Midway Town Corporation and Town of Charleston, doing  
business as co-tenents, under the name of Heber Light and Power  
Plant,

Joseph R. Murdock,

T. Fred Winterton,

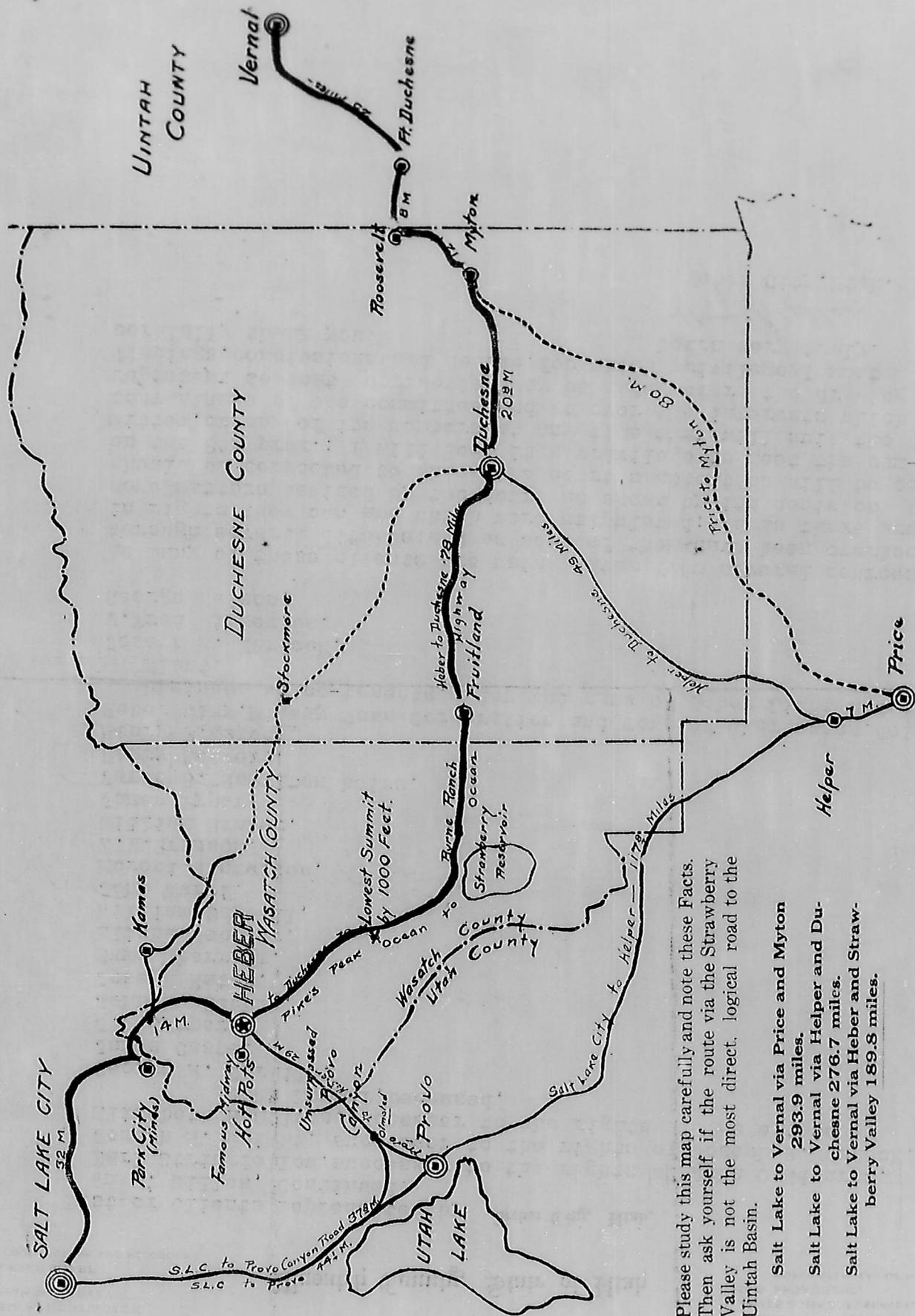
George Nelson,

As many of these clients are using water from several sources and through several ditches; and as some of them have been overlooked in rights they own and which were stipulated; and as there are some matters decided by the court as shown by its decision that should be corrected to which the court's attention will be called on the 8th prox.; I will deem it a privilege to meet the committee, or any of its members, at any time that will suit the convenience of the committee and go over the interests which I represent so that correction may be made before the drawing of findings, conclusions and decree, for which privilege I most cordially thank you.

Yours very truly,

*Wm S. Willes*

Heber City, Utah.



Please study this map carefully and note these Facts. Then ask yourself if the route via the Strawberry Valley is not the most direct, logical road to the Uintah Basin.

- Salt Lake to Vernal via Price and Myton 293.9 miles.
- Salt Lake to Vernal via Helper and Duchesne 276.7 miles.
- Salt Lake to Vernal via Heber and Strawberry Valley 189.8 miles.

## MORGAN &amp; HUFFAKER

ATTORNEYS-AT-LAW

312 UTAH SAV. &amp; TRUST BUILDING

Sept. 27, 1919.

29-20

Messrs. Wedgwood Irvine & Thurman,  
Attention Mr. Wedgwood.

Gentlemen:-

We acknowledge receipt this day of yours of the 27th, in which you state that some few months ago we received a letter desiring to know the clients we represent in the Provo Reservoir Company vs. Provo City et al.

Our records do not show that we received any such letter, however, the records in the above case will show that our firm and J. C. Walquist represented Wilford VanWagonen and the Midway Irrigation Company in the cause above named.

If you will inform us as to whom this information is to be given, we would be glad to furnish it.

Yours very truly,

MORGAN & HUFFAKER,

By S. D. Huffaker  
OJ

SDH/OJ

In Re *Pross Reservoir Co*  
vs.  
*Pross City et al*  
29-19

LAW OFFICE  
OF  
HENRY SHIELDS

PARK CITY, UTAH.

Sept 27 1919

E. A. Hedgwood Esq  
Attorney at Law  
Salt Lake City

Dear Sir  
Replying to yours of the 24<sup>th</sup> inst in Relation to  
the above matter will say,  
That heretofore I was the Attorney of record  
for John E. Berg, who had succeeded to the  
interest of Julia M. Davis. but later Mr Berg  
refused to pay me an Attorneys fee, and I had to  
sue in the District Court at Provo for the same, and  
said action is still pending. therefore I am  
not in the case any further, and will not be  
hereafter. therefore it is immaterial to me what  
the result of the case ends upon.

Yours truly  
Henry Shields

99-18

**Coleman & Straw**  
Attorneys and Counsellors at Law

SUITE 4-5-6  
PROVO COMMERCIAL BANK BUILDING

Provo, Utah

September 27, 1919.

Wedgwood, Irvine & Thurman,  
Attorneys at Law,  
Salt Lake City, Utah.

ATTENTION  
Mr. Wedgwood.

Gentlemen :-

Received your letter of September 26th in the matter of Provo Reservoir Company vs. Provo City, et al. However, this is the first letter we have received on the subject. I also spoke to Mr. Tucker and he states that he has received no letter on this matter. Mr. Tucker has been appointed City Judge and is no longer a member of the firm. Coleman and Tucker did represent Little Dry Creek Irrigation Company, but does not represent it now. Coleman and Straw represent the First Ward Pasture Company. We have never represented the Knight Woolen Mills. I was associated with Judge Corfman in representing Fort Field Irrigation Company, but do not represent it now. I have never represented Springdell Resort Company. Coleman & Tucker did represent E. J. Ward & Sons Company but do not represent it now, E. J. Ward & Sons Company's mills and rights having been purchased by Smoot Investment Company. Coleman & Straw represent The Provo Ice and Cold Storage Company. Coleman and Straw did represent the Excelsior Roller Mills, but do not represent it now. Coleman & Straw represent the Smoot Investment Company, and Jacob Coleman represents Provo City. Coleman and Tucker did represent Sego Irrigation Company, but Coleman and Straw represent it now.

Respectfully submitted,

COLEMAN & STRAW,

JC/PL.

By

*Jacob Coleman*

J. H. McDONALD  
LAWYER  
PROVO, UTAH

99-17

September 27, 1919.

Wedgwood, Irvine & Thurman,  
Salt Lake, Utah.

Dear Sir:

You are advised that I have not received any communication from you prior to the one herewith inclosed. I have corrected the list by running a line through the names of persons whom I did not represent, I represented those which are not marked with a line. I think the inclosed list covers the names of all persons whom I represented.

Very truly yours,

*J. H. McDonald*

29-16

**Medanood, Irvine & Thurman**  
Attorneys and Counsellors at Law  
SUITE 1401 WALKER BANK BUILDING  
Salt Lake City, Utah

September 24, 1919.

Mr. J. H. McDonald,  
Provo,  
Utah.

Dear Sir:

Some few months ago there was mailed to you a letter in the matter of the case of Provo Reservoir Company against Provo City and others, of which the following is a copy:

"From the papers in the case of Provo Reservoir Company v. Provo City, et al, it appears that you represented, and now represent, the following parties:

George B. Jordan;  
Mary Davis  
James Boney  
Evan Williams  
James F. Clyde  
Mary E. Davis,  
Elizabeth West  
F. J. Pulham  
Leslie Symes  
Wallace Baum  
N. H. Greer  
Andrew Forsythe  
Roy D. Brown  
Wilmerth Brown  
Eliza Brown  
A. F. Snyder  
Mary A. Brown  
Steven Jones  
Charles H. Davies  
Fred Davies  
David Johnson  
J. Joseph Johnson  
Ashted Taylor  
E. D. Partridge  
Olive Smith  
Joseph Brown  
George Taylor, Jr.  
Joseph Williams  
A. N. Taylor  
J. E. Smith  
E. V. Vincent  
Henry V. Smith

#2.

Heber City,  
Midway Town Corporation  
Town of Charlesten  
Wasatch Irrigation Co.  
Timothy Murphy  
Julia Murphy  
Joseph Morris  
James B. Hamilton  
Adolphys Sessions  
George T. Pea  
John A. Johnston  
E. L. Dodder  
G. N. Doty  
Northfield Irrigation Co.  
Arthur Tanner  
Caleb Tanner  
Joseph Williamson  
I. R. Baum  
Phillip L. Ford  
D. G. Calder  
Thomas Winterton  
Johanne C. J. Anderson  
Henry V. Smith, Jr.  
W. J. Smith  
Levi M. North - successor Ed Dillon  
Samuel Lee  
Sarah Jane Williamson  
Maggie Pearl Brown

"Is this correct? If it is not correct and you do not represent all of the above named parties, please advise us as to just what the fact is, also, if you represent any party not listed above please let us know who that party is.

"Please advise us at your earliest convenience so that we may have this preliminary matter of the drawing of the decree absolutely and finally settled.

"Your courtesy in this regard would be appreciated."

No reply has been received from you to this letter. Will you kindly reply to the same. Your reply will give the committee knowledge of just whom you represent and not only assist them in their work but will be a protection to your clients and possibly save much time in the final settlement of the decree. Your prompt attention will be appreciated.

Yours very truly,

WEDGWOOD, IRVINE & THURMAN,

BY *E. A. Wedgwood*

BAW-P

OFFICE OF

CHAS. J. WAHLQUIST  
ATTORNEY-AT-LAW

MYTON, UTAH Dec. 26th, 1919.

aa-15  
Hon. E. A. Wedgewood,  
Salt Lake City, Utah.

Dear Sir:

I have just been advised by the Clerk of the Court at Provo that you are acting as chairman of the Committee to draw up the Decree in the case of Provo Reservoir Company vs. Provo City, et al.

I was attorney in that case representing the following named clients whose claims were allowed in the decision issued by the Court as follows.

John C. Whiting, paragraph 22, page 11, of decision, also page 12.

Sunrise Irrigation Co. page 20 of decision, 3 classes, ~~at~~ 9.6 s.ft.

Jack Bates, Page 23 of decision, 5 classes,

Midway Irrigation Company et al. paragraph 43, pages 24-26.

Midway Irrigation Co. et al, last/paragraph, page 29-30.

part of 47  
Wilford Van Wagonen, paragraph 45, page 26 of decision.

Midway Waterworks Company, paragraph 53, page 32 of decision,

Nels J. Johnson, paragraph 57, page 34 of decision.

I take the liberty of calling your attention to these parties, so that they may not be overlooked, as I remember some parties were overlooked in the decree rendered in the case of Wasatch Irr. Co. v. Edward Fulton some years ago.

If I can render you any assistance in furnishing the data for the awards in the decision I shall be pleased to do so. I shall also want a copy of the decision for each of the clients named and one for my own filed, making 9 in all.

Yours very truly,

Chas. J. Wahlquist

J. H. McDONALD  
LAWYER  
PROVO. UTAH

29-14

November 26, 1919.

Captain E. A. Wedgewood,  
Salt Lake, Utah.

Dear Sir:

In making up the decision in the Provo River Water Suit the name of Ed. Dillon is left out. You will find on page seven of the Fulton Decree that Dillon is entitled to one-half foot of water. The Fulton decree was made the basis of stipulation in Wasatch County.

On page twenty-three of the decision John A. Johnston is awarded .75 second feet of water in the 17th class, but he is not awarded any water as provided by paragraph three of the stipulation.

On page twenty-three of the decision Isaac R. Baum is awarded certain water in accordance with the stipulation, but he is not awarded the water right decreed by the Fulton Decree at page seven thereof.

I promised to give you these items at the last session of court held here.

Very truly yours,

*J. H. McDonald*