

MR. WILLIS: If the court please, pardon me just a moment. I have been asked to represent the Timpanogus Irrigation Company, and would like to have my name entered. However, if it shall develop there shall be a conflict of interest between them and the other clients, of course, I could withdraw, but until such time as there is a conflict, I would like to have my name entered as counsel for the Timpanogus Irrigation Company. I understand that there is nothing definite in the decision as to the rights of the Timpanogus Irrigation Company to reservoir waters, and I would like the privilege of course of making an examination and perhaps later ask that be defined, and perhaps there may be a question as to the defining of the rights of the Heber Light & Power as to prior appropriators. While we were granted under that decision one hundred and fifty second feet of water, we do not claim that as against prior appropriators, at least in so far as it interferes with the rights of prior appropriators, and later on I may come in after I have made an examination and ask some of those rights be defined in the decree.

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MR. WEDGWOOD: The company you refer to is the Wasatch county?

MR. WILLIS: It is the Timpanogus Irrigation Company of Wasatch. There is one other matter that I would like to call your attention to. In that decision there is awarded to the estate of John Kummer six acres of water right, and since that time Elizabeth Hamilton-- Elizabeth Kummer Hamilton, has purchased all the rights of the John Kummer estate, and we would like when the decree is finally entered she be substituted in lieu of John Kummer estate interest.

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MR. WILLIS: Furthermore, your Honor, it seems there is some little misunderstanding with reference to the rights

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of the Heber Power & Light. I will say I don't see how there can be any misunderstanding. We took under the date of our application,

and it may be understood now that the award of 150 feet to the Heber Power & Light is subject to any persons' interest who has appropriated prior to the appropriation of the Heber Power & Light. I think the court understands it is subject to their application and not any intent to interfere with any prior appropriator's right.

Now, I will ask at this time further, your Honor that it seems through some inadvertence that some interests of the Timpanogus Irrigation Company have been overlooked in this matter to reservoir rights, and I would like to have the privilege of filing a written motion asking their rights be determined and finally decreed. I do not think there will be any objections. It is understood they have certain rights in the reservoirs and the decree allowing them to flow that water down to the intake of their canal and then to divert and use it. I do not think anyone would have any objection. I feel it ought to be by written motion.

THE COURT: I do not think so. If the court has not determined the issues all you need to do is call the court's attention to the fact some issue has been overlooked.

MR. WILLIS: I do not know whether it was brought up or not. Judge Thurman represented the Timpanogus Irrigation Company.

THE COURT: If it is not presented by the pleadings a motion will not help it. I cannot decide anything not set up in the pleadings.

MR. A. C. HATCH: If the court please, a certain application to store water was filed in evidence here, and the Provo Reservoir Company is awarded all of the rights of the Timpanogus Irrigation Company under that application, application 944. Now that is here and by striking out one line in that finding it could be corrected. As to that application the proof is that the Provo Reservoir Company owns 12/28, the Sege Lilly Irrigation Company 2/28, Wasatch Irrigation Company 1/4, and the Timpanogus Irrigation Company 1/4 interest under that application.

THE COURT: That was the proof and your pleadings?

MR. A. C. HATCH: That was the proof and the pleadings as I understand it. We do not claim more than the 12/28, but the decision in one section gives to us all of the right acquired by the Timpanogus Irrigation Company under that.

THE COURT: That can be corrected then, I do not think it needs any written motion.

MR. WILLIS: I will say further there are some water rights in which the Timpanogus Irrigation Company is interested in water from Beaver and Shingle Creek, and that has not been defined here, and we feel it should be definitely defined.

THE COURT: Certainly, if it is in issue. I do not think, Mr. Willis, in the statement you filed you referred to that.

MR. WILLIS: Yes, I think these rights should be defined in determining issues in this case and perhaps a motion may not be necessary, I am sure, but at least a statement setting forth what those rights are, so that they can be properly defined in writing, I feel should be filed.

THE COURT: The reason I asked the question, I thought I made an award, went through very carefully and made the award in relation to everyone of the defendants that you gave me in your statement of your claims.

MR. WILLIS: That is right, Your Honor, but remember Judge Thurman represented the Timpanogus Irrigation Company up to the time of his appointment to the Supreme Bench, and in going over the stipulation and also over the decision of the court these interests I suppose have not been specifically mentioned, and I desire to have it done.

THE COURT: I understand that, but I think you did not understand my question when you said it was in your statement

M. A. C. HATCH: My attention has been called that I made an erroneous statement as to the interests under application 944, and wish to have the statement corrected. We will present it in writing this afternoon.

THE COURT: Very well.

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MR. RAY: Now, may it please your Honor, I am not able to discuss intelligently what effect that may have in this case, because that goes to the question of whether or not Shingle Creek is a natural tributary to the Provo River, and whether the direct use of that must be subject to the priority of my clients in this case, I do not know, I have not looked into it with that in view with that change because it has converted into a storage proposition during the next irrigation season and the use during the irrigation season, and, as I understand, they have never heretofore measured and captured that water.

I do not know the history of Shingle creek it was not put in evidence here, and I do not know there is anything to predicate any such decree upon.

MR. A. C. HATCH: If the court please, we have claimed in our pleadings the right, and we introduced the application and take it it is a matter to be determined by the state engineer, proceedings before the State Engineer, whether or not any surplus water in the Weber river that we may appropriate.

THE COURT: That is not the question of Mr. Ray. Mr. Ray suggests this, he is not sufficiently informed whether Shingle Creek is a tributary of Weber river or Provo river to enable him to say whether he wants to object to this amendment being made transferring the-- that is changing the right as decreed to an irrigation right in addition to your storage right.

MR. A. C. HATCH: If the court please, as to that matter I will call the court's attention to the time that this was introduced, this application. The application was offered by myself in behalf of the plaintiff, and Mr. Ray says, "Is it an application to store", and I said "Yes", or in substance, and later, and before the matter close Mr. Ray asked "Where is your storage reservoir, application to store. It seems I misstated the matter and made my statement into the record, it is an application to appropriate water. The application itself states and I just read from the application, the water was diverted, will be conveyed to the said channel of the Provo river at a point which lies thirteen hundred feet north of the southeast corner, township 2, south range 7 east, Salt Lake Base and Meridian, and allowed to flow down the said Provo river to the point of diversion, where it will be recovered and used upon the herein described lands. The said water will be diverted at a point on the left bank of said river, south 48 degrees, 52 minutes west 1320 feet from the quarter section corner between sections 5 and 6, township 6 south, range 3 east, Salt Lake Base and Meridian in Utah County. That was in reply to Mr. Ray's question, as to this application at the time it was introduced.

MR. RAY: I do not care anything about that. It appears I was advised at the time as to the nature of the application, but, of course, that does not constitute any proof as to priority or whether

or not it is part of the Provo system.

MR. A. C. HATCH: ~~The amendment will be allowed to stand~~
I will ask the amendment stand as requested,

THE COURT: The amendment will be allowed to stand at present and you may have permission at the next hearing to strike out this amendment if you are advised that the stream is a tributary of the Provo system, and the court will hear you upon it and determine what the court ought to do in reference to it.

MR. WILLIS: If the court please, in connection with this I want to call the attention of the court that the Timpanogus Irrigation Company is the owner of the other half interest of application number 442 as I remember it, and they are also the owner of the interest of application 944-A from Shingle creek and Beaver, and I ask to be allowed to submit in writing the disposition of the interests of the Timpanogus Irrigation Company, and I can furnish Mr. Ray with a copy of the writing if he raises the objection as to Shingle creek and Beaver creek in regard to the plaintiff he perhaps would resist the same question as to the Timpanogus Irrigation Company, because there is a like number of feet that the Timpanogus Irrigation Company is claiming to be diverted from Shingle creek and Beaver creek to the Provo river.

THE COURT: This paragraph recites the fact the Timpanogus is the owner and the plaintiff together.

MR. WILLIS: There is no disposition, I take it specifically made of the Timpanogus Irrigation Company's interest, but that was they are the successor to the combined one-half interest, but it does not make any disposition. However, the testimony shows it does, and it should be disposed of, I think, by the decree of the court, definitely, I mean.

MR. A. C. HATCH: There seems to be a misunderstanding either on my part or on the part of--

THE COURT: There is a definite disposition with reference to the Timpanogus right there, It states what their rights are.

MR. A. C. HATCH: 944 is wholly disposed of by decree to the Provo Reservoir Company and Sego Lilly-- Timpanogus has no interest whatever in that application, and the court finds that the whole of it is now owned by the plaintiff and Sego Lilly, 26/28 to the plaintiff.

442 is the application, 12/28 to plaintiff, 2/28 to Sego Lilly, leaving the remainder in the Timpanogus Irrigation Company, that is, to store water in the Washington and Trial lakes.

THE COURT: 944 in paragraph 28 is disposed of in a different way from what you suggest.

MR. A. C. HATCH: Now, 944-A is an application of Timpanogus Irrigation Company for the remainder of what was the original 944. The exhibit shows that the original application was for fifteen thousand acre feet. It is amended to seventy-five hundred acre feet, and from storage to direct use. Then, as I understand the matter-- I don't know what the evidence is-- Timpanogus Irrigation Company filed another application which is No 944-A for seventy-five hundred acre feet of water for direct use from the same Shingle creek and Beaver creek. Now, if we have that in evidence before the court that is the manner in which they are interested.

MR. WILLIS: You understand, your Honor, that it is of course difficult to go into this matter as the counsel for Timpanogus Irrigation Company, Judge Thurman having had it heretofore, and I understand that is in evidence.

THE COURT: You are interested in that application?

MR. WILLIS: We would like to have the matter decreed, Of course, if that is not true we might not be able, but I understand that testimony was introduced.

THE COURT: I take it there is no dispute among you as to your interest, is there?

MR. WILLIS: No, none whatever.

THE COURT: You probably can fix it by stipulation at the next session of the court.

MR. A. C. HATCH: The Wasatch Irrigation Company is the owner of the fourth, the Timpanogus Irrigation Company of a fourth, the Provo Reservoir Company of 12/28 and Sego Irrigation Company 2/28 of the interest represented by application 442.

MR. McDONALD: I understand that was a matter between the parties, and there was no dispute between them.

THE COURT: I think you can arrange that by stipulation, and the other parties are not interested in it at all. They may be interested in establishing the right.

MR. WILLIS: If there is any question it can be stipulated. We feel it should be determined by this court and finally settled.

THE COURT: Certainly there ought to be a decision of it. Call the court's attention to it at the next session.

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MR. WEDGWOOD: You take the responsibilities of drawing up the provisions, will you?

MR. WILLIS: Yes, I will.

And then in the Timpanogus Irrigation Company there was evidence introduced before your Honor as to certain rights to Shingle and Beaver Creeks. Your Honor omitted evidently through an oversight to award to them that water right that was filed, We introduce testimony showing they had made appropriations and were entitled to a certain proportion of certain applications and your Honor awarded to the Wasatch Irrigation-- no, to the Provo Reservoir Company their rights under those applications, and it was admitted that the Timpanogus was entitled to certain rights under those same applications but they were overlooked in the decision of your Honor.

THE COURT: Those applications were owned jointly by the plaintiff and Timpanogus.

MR. WILLIS: Yes, and they admitted before the court certain interests belonged to the Timpanogus Irrigation Company of those applications and appropriations.

Then in the Utah Light & Power plant--

MR. WEDGWOOD: Now, pardon me just a minute, because we are interested in this as it goes along. Now, does that make any addition to the quantity of water awarded?

MR. WILLIS: Now, it is simply an oversight, Colonel, in awarding to the Timpanogus Irrigation Company their rights under those applications is all.

THE COURT: Application to store water, reservoir application. I remember the fact they had an interest.

MR. WILLIS: I think it was an oversight clearly, your Honor, and I will take great pleasure in calling the committee's attention to these various things, with the consent of the court.

The

Then under the Hober Light & Power plant there is nothing at all designated as to the time they are entitled to water. We think the final decree shall show their right shall be from the first day of January to the thirty-first day of December of each year.

Then also various parties named in the decision on pages from 26 to 30, inclusive, it was there awarded to the various owners that the quantity of water delivered or decreed to them or given to them under the decision, should be at their land under certain conditions. There is no mention made of that in your Honor's decision. We think that should also be specifically set fourth in the decree.

I think that is all along that line, your Honor. A little later on, your Honor, I want to ask for the privilege of filing a complaint in intervention for some rights, and I will be pleased to take it up a little later when these other matters are disposed of.

MR. WEDGWOOD: Mr. Willis, isn't the matter to which you call the court's attention that the water should be delivered to them at their land a matter that is covered by the generalization in the decree?

MR. WILLIS: I looked over it and did not see it, Colonel. If it is, it is all right.

MR. WEDGWOOD: You will agree matters of that kind should be covered by a generalization, because to specify by each one will make work galore.

MR. WILLIS: I do want to call the court's attention for the purpose of having a right to take it up with the committee and will do so in the regular way.

MR. WEDGWOOD: The committee will take up anything, don't make any difference what it is.

MR. JUDGE: If the court please, permit me just a moment. I have been asked to represent the Fresno Irrigation Company, and would like to have my name entered. However, if it shall develop there shall be a conflict of interest between them and the other clients, of course, I could withdraw, but until such time as there is a conflict, I would like to have my name entered as counsel for the Fresno Irrigation Company. I understand that there is no final decision in the decision as to the rights of the Fresno Irrigation Company to reservoir water, and I could file the privilege of course of making an examination and perhaps later on that be defined, and perhaps there may be a question as to the nature of the rights of the other client below as to prior appropriators. While we were granted under that decision one hundred and fifty cubic feet of water, we do not claim that or against prior appropriators, at least in so far as it interferes with the rights of prior appropriators, and later on if any case in later I have made an examination and set some of those rights be defined in the decree.

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MR. JUDGE: The company you refer to is the Fresno county?

MR. JUDGE: It is the Fresno Irrigation Company of Fresno. There is one other matter that I would like to call your attention to. In that decision there is accorded to the estate of John Farmer or six acres of water right, and also that Mrs. Elizabeth Farmer-- Elizabeth Farmer Hamilton, has purchased all the rights of the John Farmer estate, and we would like when the decree is finally entered, she be substituted in lieu of John Farmer estate interest.

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MR. JUDGE: Furthermore, your honor, it seems there is some little misunderstanding with reference to the rights

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of the other party's right. I will say I don't see how there can be any misunderstanding. We took under the title of our application,

and it may be understood now that the amount of 150 feet to the
Hetch Hetchy right is subject to any persons' interest who has ap-
propriated prior to the appropriation of the Hetch Hetchy right. I
think the court understands it is subject to their application and no
any intent to interfere with any prior appropriator's right.

Now, I will ask at this time further, your Honor that it seems
through some inadvertence that some interests of the Stanislaus Irrig-
ation Company have been overlooked in this matter to reservoir
rights, and I would like to have the privilege of filing a written
motion asking their rights be determined and finally decreed. I do
not think there will be any objections. It is understood they have
certain rights in the reservoir and the decree allowing the to flow
that water down to the intake of their canal and then to divert and
use it. I do not think anyone would have any objection. I feel it
ought to be by written motion.

THE COURT: I do not think so. If the court has not
determined the issues all you need to do is call the court's attention
to the fact some issue has been overlooked.

MR. MILLER: I do not know whether it was brought up or not.
Judge Thurman represented the Stanislaus Irrigation Company.

THE COURT: If it is not presented by the plaintiff a motion
will not help it. I cannot decide anything not set up in the pleadings.

MR. A. G. BAKER: If the court please, a certain application
to store water was filed in evidence here, and the Frove Reservoir
Company is awarded all of the rights of the Stanislaus Irrigation Company
under that application, application 944. Now that is here and by
striking out one line in that finding it could be corrected. As to
that application the proof is that the Frove Reservoir Company owns
13/28, the Frove Lilly Irrigation Company 2/28, Cassich Irrigation
Company 1/4, and the Stanislaus Irrigation Company 1/4 interest under
that application.

THE COURT: That was the proof and your pleadings?

MR. A. G. BAKER: That was the proof and the pleadings as I
understand it. We do not claim more than the 13/28, but the decision
in one section gives to us all of the right required by the Stanislaus
Irrigation Company under that.

THE COURT: That can be corrected then, I do not think it
needs any written motion.

MR. LILLIE: I will say further there is some water right in which the Riparian Irrigation Company is interested in view of the Beaver and Lincoln Creek, and that has not been defined here, and we feel it should be definitely defined.

THE COURT: Certainly, if it is in issue. I do not think, Mr. Lillie, in the statement you filed you referred to that.

MR. LILLIE: Yes, I think there rights ought to be defined in determining issue in this case and perhaps a motion may not be necessary, I am sure, but at least a statement setting forth what those rights are, so that they can be properly defined in writing, I feel should be filed.

THE COURT: The reason I asked the question, I thought I made an error, went through very carefully and made the error in relation to everyone of the defendants that you gave me in your statement of your claims.

MR. LILLIE: That is right, Your Honor, but remember Judge Thurman represented the Riparian Irrigation Company up to the time of his appointment to the Supreme Bench, and in going over the petition and also over the decision of the court those interests I suppose were not been specifically mentioned, and I desire to have it done.

THE COURT: I understood that, but I think you did not understand my question when you said it was in your statement.

J. A. D. WOOD: My attention has been called that I made an erroneous statement as to the interests under application 146, and wish to have the statement corrected. He will present it in writing this afternoon.

THE COURT: Very well.

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MR. WOOD: Now, may it please your Honor, I am not able to discuss intelligently what effect that may have in this case, because that goes to the question of whether or not Lincoln Creek is a natural tributary to the Big River, and whether the direct use of that part be subject to the priority of my clients in this case. I do not know, I have not looked into it with that in view with that a dam because is now converted into a storage proposition during the next irrigation season and the use during the irrigation season, and, as I understand, they have never heretofore navigated and captured that water.

I do not know the history of this decree. It was not put in evidence here, and I do not know there is any law to predicate any such decree upon.

MR. A. B. HATCH: If the court please, we have claimed in our pleadings the right, and we introduced the application and take it it is a matter to be determined by the state engineer, proceedings before the state engineer, whether or not any surplus water in the Leber river that we may appropriate.

THE COURT: That is not the question of Mr. Ray. Mr. Ray suggests this, he is not sufficiently informed whether Little Creek is a tributary of Leber river or Trove river to enable him to say whether he wants to object to this amendment being made transferring the-- that is changing the right as decreed to an irrigation right in addition to your storage right.

MR. A. B. HATCH: If the court please, as to that matter I will call the court's attention to the time that this was introduced, this application. The application was offered by myself in behalf of the plaintiff, and Mr. Ray says, "Is it an application to store", and I said "Yes", or in substance, and later, and before the matter closes Mr. Ray asked "Where is your storage reservoir, application to store. It seems I misstated the matter and made my statement into the record, it is an application to appropriate water. The application itself states and I just read from the application, the water was diverted, will be conveyed to the said channel of the Trove river at a point which lies thirteen hundred feet north of the southeast corner, township 4, south range 7 east, Salt Lake Base and Meridian, and allowed to flow down the said Trove river to the point of diversion, where it will be recovered and used upon the herein described lands. The said water will be diverted at a point on the left bank of said river, south 46 degrees, 51 minutes east 1340 feet from the quarter section corner between sections 5 and 6, township 6 south, range 7 east, Salt Lake Base and Meridian in Utah County. That was in reply to Mr. Ray's question, as to this application at the time it was introduced.

MR. RAY: I do not care anything about that. It appears I was advised at the time as to the nature of the application, but, of course, that does not constitute any proof as to priority or whether

or not it is part of the levee system.

MR. A. S. HADDON: The amendment will be allowed to stand
I will ask the amendment stand as requested.

THE COURT: The amendment will be allowed to stand at
present and you may have permission at the next hearing to strike out
this amendment if you are advised that the stream is a tributary of
the Provo system, and the court will hear you upon it and determine
what the court ought to do in reference to it.

MR. WILKINSON: If the court please, in connection with this
I want to call the attention of the court that the Timpanogas Irriga-
tion Company is the owner of the other half interest of application
number 444 as I remember it, and they are also the owner of the in-
terest of application 944-A from Shingle creek and Beaver, and I ask
to be allowed to submit in writing the disposition of the interests
of the Timpanogas Irrigation Company, and I can furnish Mr. Day with
a copy of the writing if he raises the objection as to Shingle creek
and Beaver creek in regard to the plaintiff he perhaps could recite
the same question as to the Timpanogas Irrigation Company, because there
is a like number of feet that the Timpanogas Irrigation Company is
claiming to be diverted from Shingle creek and Beaver creek to the
Provo river.

THE COURT: This paragraph recites the fact the Timpanogas
is the owner and the plaintiff is not.

MR. WILKINSON: There is no disposition, I take it specifically
made of the Timpanogas Irrigation Company's interest, but that was
they are the successor to the combined one-half interest, but it
does not make any disposition. However, the testimony shows it does,
and it should be disposed of, I think, by the decree of the court,
definitely, I mean.

MR. A. S. HADDON: There seems to be a misunderstanding
either on my part or on the part of--

THE COURT: There is a definite disposition with reference
to the Timpanogas right there. It states that their rights are.

MR. A. S. HADDON: 944 is wholly disposed of by decree to the
Provo Reservoir Company and here Lilly-- Timpanogas has no interest
whatever in that application, and the court finds that the whole of it
is now owned by the plaintiff and here Lilly, 16/18 to the plaintiff.

444 is the application, 12/28 to plaintiff, 1/18 to Jerry Kelly, leaving the remainder in the Timpanogas Irrigation Company, 1/20/18, to store water in the Castleton and Third lakes.

THE COURT: 944 in paragraph 28 is disposed of in a different way from what you suggest.

MR. A. C. HAYES: Now, 944-A is an application of Timpanogas Irrigation Company for the remainder of what was the original 944. The exhibit shows that the original application was for fifteen thousand acre feet. It is amended to seventy-five hundred acre feet, and from storage to direct use. Then, as I understand the matter-- I don't know what the evidence is-- Timpanogas Irrigation Company filed another application which is No 944-A for seventy-five hundred acre feet of water for direct use from the same single creek and Beaver creek. Now, if we have that in evidence before the court that is the manner in which they are interested.

MR. WILLIAMS: You understand, your honor, that it is of course difficult to go into this matter as the counsel for Timpanogas Irrigation Company, Judge Thurston having had it heretofore, and I understand that is in evidence.

THE COURT: You are interested in that application?

MR. WILLIAMS: We would like to have the matter decreed. Of course, if that is not true we might not be able, but I understand that testimony was introduced.

THE COURT: I take it there is no dispute among you as to your interest, is there?

MR. WILLIAMS: No, none whatever.

THE COURT: You probably can fix it by stipulation at the next session of the court.

MR. A. C. HAYES: The Castleton Irrigation Company is the owner of the fourth, the Timpanogas Irrigation Company of a fourth, the Grove Reservoir Company of 12/28 and Lake Irrigation Company 1/18 of the interest represented by application 444.

MR. McCONNELL: I understand that was a matter between the parties, and there was no dispute between them.

THE COURT: I think you can arrange that by stipulation, and the other parties are not interested in it at all. They may be interested in establishing the right.

MR. WILLIS: If there is any question it can be stipulated. We feel it should be determined by this court and finally settled.

THE COURT: Certainly there ought to be a decision of it. Will the court's attention to it at the next session.

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MR. WEDGWOOD: You take the responsibilities of drafting up the provisions, will you?

MR. WILLIS: Yes, I will.

And then in the Timpanogus Irrigation Company there was evidence introduced before your Honor as to certain rights to Shingle and Beaver Creeks. Your Honor omitted evidently through an oversight to award to them that water right that was filed. We introduced testimony showing they had made appropriations and were entitled to a certain proportion of certain applications and your Honor awarded to the Wasatch Irrigation-- no, to the Provo Reservoir Company their rights under those applications, and it was admitted that the Timpanogus was entitled to certain rights under those same applications but they were overlooked in the decision of your Honor.

THE COURT: Those applications were owned jointly by the plaintiff and Timpanogus.

MR. WILLIS: Yes, and they admitted before the court certain interests belonged to the Timpanogus Irrigation Company of those applications and appropriations.

Then in the Utah Light & Power plant--

MR. WEDGWOOD: Now, pardon me just a minute, because we are interested in this as it goes along. Now, does that make any addition to the quantity of water awarded?

MR. WILLIS: Now, it is simply an oversight, Colonel, in awarding to the Timpanogus Irrigation Company their rights under those applications is all.

THE COURT: Application to store water, reservoir application. I remember the fact they had an interest.

MR. WILLIS: I think it was an oversight clearly, your Honor, and I will take great pleasure in calling the committee's attention to these various things, with the consent of the court.

Then under the Heber light & lower plant there is nothing at all designated as to the time they are entitled to water. We think the final decree shall show their right shall be from the first day of January to the thirty-first day of December of each year.

Then also various parties named in the decision on paper from 26 to 30, inclusive, it was there awarded to the various owners that the quantity of water delivered or decreed to them or given to them under the decision, should be at their land under certain conditions. There is no mention made of that in your Honor's decision. We think that should also be specifically set forth in the decree.

I think that is all along that line, your Honor. A little later on, your Honor, I want to ask for the privilege of filing a complaint in intervention for some rights, and I will be pleased to take it up a little later when these other matters are disposed of.

MR. SARGENT: Mr. Willis, isn't the matter to which you call the court's attention that the water should be delivered to them at their land a matter that is covered by the generalization in the decree?

MR. WILLIS: I looked over it and did not see it, Colonel. If it is, it is all right.

MR. SARGENT: You will agree matters of that kind should be covered by a generalization, because to specify by each one will make work pale.

MR. WILLIS: I do want to call the court's attention for the purpose of having a right to take it up with the committee and will do so in the regular way.

MR. SARGENT: The committee will take up anything, don't make any difference what it is.