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ORIGINAL

Decision No. 1011

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BEFORE THE RAILROAD COMMISSION
OF THE STATE OF CALIFORNIA.

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WATER USERS ASSOCIATION
OF THE WILLOW CANAL

Complainant.

-vs-

YOLO WATER & POWER COMPANY,
a corporation.

Defendant.

Case No. 1011.

Forest A. Plant for complainant.

Arthur C. Huston for defendant.

BY THE COMMISSION.

O P I N I O N

Defendant, Yolo Water & Power Company, a corporation, filed with this Commission on July 3, 1917, its application for a rehearing on the order made in the above entitled proceeding on June 26th, 1917. In its petition for rehearing exception is taken to that portion of the order of the Commission, which ordered defendant to file a schedule of rules and regulations, which rules and regulations were to provide for the delivery of water by rotation, because this Commission in

determining said cause failed to pass upon certain issues relative to the validity of a contract entered into between the Yolo County Consolidated Water Company, a corporation, predecessor of the defendant, and the Regents of the University of California; and also because the Commission failed to determine the right or obligation of the parties under said contract.

The University Farm at Davis, which is under the control of the Board of Regents of the University of California, is one of the consumers of the Yolo Water & Power Company or its so-called Willow Canal. Under the contract referred to, its predecessor, the Yolo County Consolidated Water Company, a corporation, agreed to furnish the Davis farm from its system of canals all the water it required, not exceeding at any time the rate of one cubic foot of water per second for each 160 acres of land, and providing that such water be cumulative.

The contract further provides that failure to deliver said water would subject the water company to a penalty of \$500.00 per day for the non-delivery of each cubic foot of water per second required.

Defendant in his petition for rehearing says:-

"If the State Farm demands 'all the water that is required' pursuant to the terms of the contract, and it takes the full head to comply with that demand, the system of rotation must be such that the defendant can comply with the demand without becoming involved with the other users on the canal.

If, on the contrary, the contract is to be disregarded by reason of its illegality, then the defendant can prepare a system of rotation, putting all users on the same ditch on the same basis".

The contract herein referred to was entered into before the effective date of the Public Utilities Act and undertakes to establish a preferential and discriminatory right in favor of Davis Farm. This Commission held in the application of James A. Murray et al, Vol. 2, (Opinions and Orders of the Railroad Commission, p. 464) and still maintains that an order of this Commission relative to rates and service must be obeyed as against the provisions of such a contract as the one herein.

O R D E R

IT IS HEREBY ORDERED that the petition for rehearing herein be and the same is hereby denied.

Dated at San Francisco, California this 18th
day of January, 1918.

Max Thelen

H. B. Holland

W. E. Graham

Frank D. Gorman
Commissioners