



of shortage the available supply shall be apportioned ratably among all consumers.

The evidence shows and the Commission found as a fact that in September, 1919, a binding contract was entered into between the Sutter Butte Canal Company and the owners of the 14,400 acres of land in Sutter County, whose right to receive water is questioned by plaintiffs, whereby the utility became obligated to deliver water to these lands as soon as the necessary canals should be constructed for that purpose. Payments were made by the land owners and the construction work was done. Furthermore, it was shown that the utility had in times past actually supplied water to a portion of these lands by means of a certain drainage canal or slough.

The status of these land owners has become established. They are "consumers" within the meaning of that term as used in the statute above referred to. Therefore aside from the other grounds for the decision, referred to in the application for rehearing, the Commission must conclude that it is the duty of the Sutter Butte Canal Company to serve without preference all its consumers including the owners of these lands in Sutter County. The provisions of Chapter 80, Statutes 1913, admit of no other result. *conclusion.*

The application for rehearing is hereby denied.

Dated at San Francisco, California, this 17<sup>th</sup>  
day of May, 1920.

*Emil A. Edgerton*  
*H. D. ...*  
*Frank ...*  
*H. B. ...*  
*... ..*  
Commissioners.