

1992

John Deere Company v. A & H Equipment, Inc.,
Wendell Hansen, Mark B. Anderson and Vada A.
Anderson : Unknown

Utah Court of Appeals

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UTAH COURT OF APPEALS
BRIEF

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DEC 27 1993

COURT OF APPEALS

DOCKET NO. 920774

December 23, 1993

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Mary T. Noonan
Clerk of the Court
Utah Court of Appeals
230 South 500 East, #400
Salt Lake City, Utah 84102

Re: John Deere v. A & H Equipment,
Case No. 920774-CA

Dear Ms. Noonan:

Pursuant to Rule 24(j) Utah R.App.P. plaintiff/respondent John Deere Company submits the following supplemental authorities in support of its position in the above-referenced appeal.

On December 7, 1993, this Court issued the opinion in Goodmansen v. Liberty Vending Systems, 227 UAR 64 (Utah App. 1993). In that case this Court held that Rule 4-504(8) of the Code of Judicial Administration does not preclude a trial court from enforcing an otherwise legally-enforceable settlement agreement. This Court made it clear that the addition of subsection (10) "indicates that Rule 4-504 was never intended to preempt the power of the court for settlement agreements that meet common law requirements." Id. at 67.

In the instant appeal the appellants argue at some length in both their principal brief and reply brief, that Rule 4-504 mandates that "For a stipulation to be binding on the parties it should be written, signed and filed with the Clerk, or entered into in [sic] Court." Brief of Appellant at 28. The opinion in Goodmansen affirms the position advanced by plaintiff/appellee John Deere Company in its brief at pages 15 and 16.


There can be no doubt that Rule 4-504 CJA does not require reversal of the trial court's decision in this case.

Ms. Mary T. Noonan
Clerk of the Court
Utah Court of Appeals
December 23, 1993
Page 2

If you have any questions or comments, please do not hesitate to contact me.

Sincerely,

SNOW, CHRISTENSEN & MARTINEAU

A handwritten signature in black ink, appearing to read "Ryan E. Tibbitts". The signature is written in a cursive style with a large initial "R" and a long horizontal stroke at the end.

Ryan E. Tibbitts

RET:cn
cc: D. David Lambert, Esq.
Al Gaines
21\RET\12976.004\Clerk.Ltr

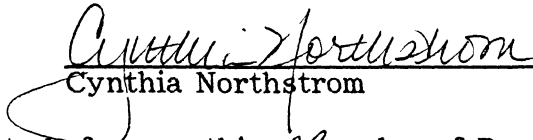
AFFIDAVIT OF SERVICE

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

Cynthia Northstrom, being duly sworn, says that she is employed by the law offices of Snow, Christensen & Martineau, attorneys for plaintiff herein; that she served the attached **Citation of Supplemental Authorities** (Case Number 920774-CA, Utah Court of Appeals of the State of Utah) upon the parties listed below by placing a true and correct copy thereof in an envelope addressed to:

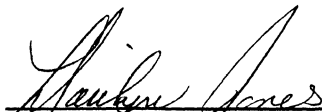
D. David Lambert, Esq.
Howard, Lewis & Petersen
Post Office Box 778
Provo, Utah 84603

and causing the same to be mailed first class, postage prepaid, on the 23rd day of December, 1993.




Cynthia Northstrom

SUBSCRIBED AND SWORN to before me this 23rd day of December, 1993.



NOTARY PUBLIC
Residing in the State of Utah

My Commission Expires:

 NOTARY PUBLIC
HEATHER JONES
16 Exchange Pl
Provo, Utah 84145
My Commission Expires
September 25 1994
STATE OF UTAH