

we have a joyful time during the remainder of this conference; and when we come to vote for the authorities of the Church and of this Stake, let us sustain them with our hearts as well as with our hands. That God may sustain us and keep us faithful, is my prayer, in the name of Jesus Christ. Amen.

### THE CHURCH FARM.

On June 21 Attorney F. B. Stephens came into the Supreme Court and asked to file a motion that the bids asked for, for the lease of the Church farm, be brought into court sealed, and there opened.

Judge Judd informed the attorney that they would be reported and considered in open court tomorrow afternoon.

Mr. Stephens inquired—"Will they be given to the clerk sealed?"

Judge Zane—They will be submitted in court—sealed, I suppose.

Judge Judd—They will be submitted in court. Whether sealed or not when given to the clerk, they will be considered by the court.

It was nearly five o'clock on Saturday, June 22, when the adjourned session of the Territorial Supreme Court was held, all of the judges being present.

The following bids for the leasing of the Church farm were received:

John R. Winder, \$401 per month.  
Shaffer Brothers, \$350 per month.  
S. H. B. Smith, \$280 per month.  
Grant Brothers, \$306 per month.

Upon this condition of things, Judge Zane announced the award of the court as follows: In the matter of the leasing of the Church farm, several bids have been handed in, but the bid of John R. Winder seems to be the highest bid. In this case, it appears to the court that John R. Winder has made the highest and best bid for the Church farm, and the court orders that his bid be accepted, and the Receiver is instructed to lease the same to him in accordance with the advertisement.

Judge Zane also read the following order, directed to Receiver Dyer:

United States vs. Church of Jesus Christ of Latter-day Saints.

It is ordered by the court that Frank H. Dyer, Receiver in the case of the United States vs. the Church of Jesus Christ of Latter-day Saints and others, report to this court at 2 p. m. on Saturday, the 29th instant, the respective sums of money received by him as Receiver, the names of the respective parties from whom he received the same; at what time, from what source, and for what; the names of the respective persons who have had it or any part of it, and if the same has been deposited, with whom and where deposited, or for how long; whether any of such persons have paid or agreed to pay for the use thereof or any part of it; if anything has been paid therefor, the rate thereof, and the amount; what efforts he made, if any, to obtain interest, and if

no interest was asked, why not; and he is further ordered to state whether he has loaned, intrusted or used said money or part of it, and if a part, how much; and if any of said sum has been loaned, intrusted or used, what has been or probably will be realized for such loan, investment or use; what credit, if any, has been received for said money, or on account of it or any part of it, from any bank or person or persons. And it is further ordered that he make such answer under oath.

The following is the report that had been submitted by the receiver at the opening of the term of court, in regard to the funds in his possession June 1st, and with which the court was evidently not satisfied:

United States vs. Church of Jesus Christ of Latter-day Saints.

To the Honorable Supreme Court Utah Territory:

The undersigned, Receiver in the above entitled suit, respectfully represents to the court that as such Receiver he now has in his possession \$249,533.50, this sum being on deposit in the following banks in Salt Lake City, viz.: McCornick & Co., Wells, Fargo & Co. and the Deseret National. That the said banks do not pay interest on the money so deposited with them, and the same is unproductive. In consideration whereof the said Receiver respectfully asks the advice and direction of the court whether he shall seek to invest the same, and if so, in what manner and upon what security, or whether he shall continue to hold the same until the final decision in the above entitled case has been rendered.

Very respectfully,

FRANK H. DYER,

Receiver Church of Jesus Christ of Latter-day Saints.

Following is the communication of Receiver Dyer to the court in reference to the bids:

To the Honorable Supreme Court, Utah Territory:

Complying with the order made by this honorable court of the 15th day of June, 1889, with reference to the leasing of the Church farm, I have the honor to report that I have advertised the same in the three daily papers published in Salt Lake City, as per copy of said advertisement attached thereto. That I have been to the farm with different parties for the purpose of showing the same to the best advantage possible, and I now respectfully hand you the bids received by me to this date. I am not fully advised as to the responsibility of all the bidders.

Accompanying the bids will be found a communication received from John R. Winder, Esq., giving reasons for increasing bid, to which I invite the attention of the court, and would respectfully ask that he be examined further upon the subject, because of his former representations to me that the amount which he formerly agreed to give was all the premises were worth to anyone whomsoever. He either misled me then by not stating all of the facts

fully, or is offering too much now—a matter which I would like to have him explain to this court.

FRANK H. DYER,

Receiver.

SALT LAKE CITY, June 22, 1889.

At the time Mr. Dyer made the request that Col. Winder "explain" his reasons for increasing his bid, he had in his possession the following letter, sent in with the bid:

SALT LAKE CITY, Utah,  
June 21, 1888.

Mr. F. H. Dyer, Receiver, etc.:

Dear Sir—I am still confident from personal knowledge of what the Church farm produces and the expenses attending it, that my bid of \$225 per month is all that the farm is worth to any person for the period named in your advertisement. In consequence of the great inconvenience we would be put to in moving our stock, dairy and agricultural machinery and other personal property on such short notice, we have concluded, laboring as we are under these circumstances, to bid the amount named in the proposal herewith.

Very truly yours,  
JOHN R. WINDER.

### THE MAUGHN CASE.

At the session of the Territorial Supreme Court on Saturday, June 22, Judge Zane stated that the court would hear the arguments in the case of W. H. Maughn, for release on a writ of *habeas corpus*.

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said it was with a degree of embarrassment that he began this case, not because the applicant was not entitled to release, for he was, but because the other side claimed that this case was fully covered by a recent decision of this court. He felt, however, that the different circumstances would place the case in a different light, and not in antagonism to the decision in the Barton case. Mr. Richards then read the application for a writ of *habeas corpus*, giving a history of the case, and reciting that the applicant had already served a term for the same offense as that on which he was now being held, on a sentence of two and a half years.

Mr. Richards stated that the question on which issue was raised was whether *habeas corpus* was a proper remedy for the wrong being done to defendant. If it was not, then there was no legal remedy, and the applicant was being kept in prison without authority of law, and at the same time the law gave him no protection or relief. The defendant had satisfied two judgments for unlawful cohabitation, one of which covered the time mentioned in the adultery charge. In this latter fact there was a marked distinction from the Barton case. In that case the indictments did not show this, nor did they in the Nielsen case, but they did in the Maughn case; therefore the question was brought into the record by the indictments and it was not necessary