that year is a fair and reasonable allowance under the rule laid down in this opinion. With this we are entirely content. We do not intend by this to be bound as to what allowance we will make for services performed after this time covered by this allowance; but in future, as in this case, we will be governed by what may seem to us proper under all the circumstances. We can say for this receiver that, so far as we can see, he has brought to his aid a full measure of ability and integrity in the management of his trust and we have no doubt that his pure conduct will prove a voucher for the future. So far as compensation of the receiver's counsel is concerned, much of what has been said applies to them. The law is elementary that the fixing of fees between client and attorney in cases of this kind is peculiarly the province of the court. So jealous are courts of this matter that even in cases where the clients contract to pay their attorney a fixed amount in writing, the court will inquire into its reasonableness. (Hornverger vs. Planters' Bank, 4 Caldwell, Tenn.) In this case the Supreme Court of Tennessee, upon full hearing, took the responsibility of cutting off about two-thirds of the fees claimed under a written contract, because the claim was by the court deemed to be unreasonable. The facts as to the attorneys in this case show that their active duties, except to give advice, virtually ceased at the compromise, as it is called, in July, 1888; and that in the most difficult part of the litigation they had the aid of another firm of lawyers, equal in ability to any in the Territory. We think that for the year beginning with the appointment of the receiver, $5000 would be a fair and reasonable compensation for the services of Mr. Williams. The receiver stated in his testimony that Mr. Williams was his principal attorney, and that he employed Mr. Peters to assist him. This may not be the exact language, but the proof substantial shows that Williams was the principal counsel. In fixing Mr. Peters' allowance, we do not lose sight of the fact that much, if indeed the principal part of his time was given to his official duties as District Attorney for this Territory. His services ceased, too, at the entering of the final decree in the cause. Looking to the whole case, we think that $4000 is a fair and reasonable allowance to him. Of course this is not intended to cover whatever charge he may see proper to make for any services he may have performed for the government as its counsel in the original case. That will be the subject of a settlement between him and the government, which, if the government finally succeed in recovering the property in the hands of the receiver, he can be paid out of the property so recovered. The case of Adams vs. Wood (8 Cal. 306) cited to us as an authority why the receiver could not employ Mr. Peters is not in point. That case and others of the kind all go upon the idea that there was a conflict of interests. In this case there is not only no conflict of interest, but the interest of the United States and the receiver were in exact harmony and there was no impropriety in the receiver employing Peters. The sums fixed in this opinion, namely $10,000 to the receiver, $5,000, to Mr. Williams, and $4,000 to Mr. Peters, and the disbursement of $7,865.63, making the aggregate sum of $27,365.63, will be paid by the receiver; and the same shall be allowed to him as credits upon his accounts as receiver in this cause. A decree will be drawn and entered in conformity with this opinion.

We concur:

SANDFORD, Ch. J.,
HENDERSON, J.,
BOREMAN, J.

SUSTAINS THE REPORT.

On March 2, in the Supreme Court, Judge Henderson delivered the opinion of the court on the report of Judge Harkness, on the examination made into the charges against Receiver Dyer and his attorneys. The opinion is a lengthy document, and takes up each finding of the examiner in its order. The whole are compared with the allegations in the trustees' petition with the evidence, and are carefully revised. In every case the findings of Judge Harkness are endorsed and adopted by the court. The receiver and his attorneys are completely exonerated from all charges made, and their course is approved throughout the whole proceeding.

As to the expense of the examination ordered by the court—which is practically the whole expense incurred—the court ordered that Judge Harkness be paid $400 for his services as examiner. The counsel appointed to conduct the case for the court—Judge J. A. Marshall and Mr. E. B. Critchelow—are to receive $250 each. These and all other amounts adjudged to be proper expenses are ordered to be paid out of the funds in the hands of the receiver. The total of costs has not yet been made up, but it will approximate as follows: To the examiner, $400; court counsel, $500; marshal, for witnesses, etc., $900; for witnesses for prosecution, already appropriated, $500; stenographers, $1000; clerk's costs, $200; or a total of about $3500.

THE CONTEMPT CASE.

At the Supreme Court session Mar. 1, the trustees' contempt proceedings growing out of the charges against Receiver Dyer and his attorneys, were again resumed. At the table in front of the clerk's desk were seated Messrs. Zane & Zane and R. N. Baskin, and immediately behind them were Trustees R. Aiff, L. U. Colbath and J. F. Millspaugh. T.C. Bailey was not in attendance, being too ill to appear.

The case was set for 10 a. m., and at that hour the Third District took a recess, but it was 10:55 before the four justices came in and the session began.

Judge Sandford said—In the matter of the contempt case, adjourned till today, we are now ready.

MR. BASKIN

Then spoke. He said in substance: May it please the court Judge Zane is the principal counsel in this case, and requests me to open this argument. The order under which the respondents appear was issued previous to any appearance made by them; it does not set out any specific acts, and its terms are too general. I asked for a more specific statement, but this was refused. I further ask the indulgence of the court.

As all of the facts are in writing, there are two grounds against the contempt: First, there was no intention to commit contempt; and, second, the facts set out do not constitute contempt.

Mr. Baskin then briefly reviewed the history of the suit against the Church, for its property, up to the time when the petition for the trustees was filed. He claimed that the services of Mr. Peters to the receiver were auxiliary to his duties as district attorney; that the compromise was not authorized outside of the direction of the court; that the receiver had made such an unauthorized compromise. If the government had any right to the property, it should go to the schools. The respondents, or trustees, were informed that there was a large amount of property not gathered in. They understood that the decree was final, and that all the property that would be taken under the receivership was gathered in. The nature of the transaction showed this to be the case, for the Church would not have given its property up without. Either the receiver and his attorneys were over-reached, or a great wrong has been done.

Following the final decree, the receiver and his attorneys made an exorbitant claim for compensation, and the trustees asked to be heard. Their allegations were not rashly made. The connection of the trustees with the investigation was not voluntary, but grew out of a clear legal right. They were not admitted on their petition, but it was referred to an examiner. This result was not anticipated by them. Their sole object was to be made parties to the case. They were informed by their counsel that they could not offer testimony on the points they desired, it was not unnatural for them to withdraw. Their withdrawal in silence would have been discourteous to the court, and unjust to themselves. Therefore they made a statement, which, if it contains anything scurrilous, contemptuous or untrue, was the result of mistake, not of intent. They are men of the highest character, and had no intention of doing wrong. If the court believe their disclaimer of wrong intent, they should not be punished.

The second ground of objection is, do the acts complained of constitute a contempt? The law of the Territory specifically sets forth what constitutes contempt. This includes disorderly, contemptuous or insolent proceedings in the presence of the court, tending to interrupt a trial or other