

communication, and before action the receiver asks the advice of the court as to what course to pursue. "Enclosed please find copy of notice calling meeting of stockholders for the purpose therein specified. It has been necessary to enlarge the gasworks to meet the growing demand for gas. To do this it will be necessary to obtain the money required by the sale of an issue of the first mortgage bonds, to run not less than ten years, and it may be advantageous to make them run twenty years. Unless our corporate existence is extended beyond its present termination (May 25, 1897), being less than eight years from the present time, such bonds could not be honestly placed. As it has always been exceedingly difficult to get the stockholders to meet, except some four or five, it may be highly necessary to have the vote of the shares you hold as receiver, and I trust you will be duly authorized to vote said stock at the meeting aforesaid, and be present accordingly at the time stated, if possible."

TAXES ON SHEEP.

In the Supreme Court of the Territory of Utah, the United States of America, plaintiff, vs. The Late Corporation of the Church of Jesus Christ of Latter-day Saints, et al., defendants.

To the Honorable Supreme Court:

The undersigned Receiver in the above entitled cause reports and represents to the court, that he has received notices of the assessments of the sheep now in the hands of lessees from him, and demand made upon him for the payment of the taxes, and it is probable that other demands of a like nature will be made. In view of such assessments and demands for taxes, and the probability of others being made, the Receiver respectfully asks that the court direct him as to what action shall be taken in reference thereto, upon the whole or any portion of the said sheep, and upon any and all other property now in his hands as receiver.

Claims, however, have been made for taxes upon sheep, both in this Territory and the Territory of Wyoming; and looking to this end he had at the time of making the leases last fall the following clause inserted:

"The said sheep shall be herded and kept by said party of the second part in the said Territory, and not be removed therefrom without the written consent of the said party of the first part."

And according to the terms of the lease made with these parties there was restriction on the right to remove them from the Territory of Utah, and that in view of the precaution then taken by your receiver, I respectfully submit to the court, whether by terms of the said lease the said parties ought to be reimbursed out of the funds in the hands of the receiver for any taxes that may have been assessed upon the said sheep in consequence of their removal from the said Territory and in violation of the restriction in the lease. Respectfully,

FRANK H. DYER, Receiver.

THREATENED SECOND SHEARING.

In the Supreme Court of Utah, the United States of America plaintiff, vs. The Late Corporation of the Church of Jesus Christ of Latter-day Saints, et al., defendants.

To the Honorable Supreme Court:

Your receiver in the above entitled cause reports to this court that he has heard that some of the sub-lessees of W. L. Pickard, who have in charge sheep leased to Mr. Pickard, are threatening to shear the sheep a second time this fall and then deliver the shorn sheep under the lease.

On receiving such information your receiver addressed Mr. Pickard a letter, of which the annexed is a copy, and also telegraphed to two of the sub-lessees, copies of which are hereto annexed, and also sent copies of the said telegrams to other parties to whom the receiver himself had leased. Your receiver asks the direction of the court as to whether he should take action and what action to restrain the shearing of the said sheep, or rely upon the responsibility of Mr. Pickard to deliver the sheep in as good condition as when received by him, which were unshorn sheep.

Your receiver is advised by his counsel that Mr. Pickard is responsible under the terms of the lease, and would be required to return the sheep in the same condition as when he received them, but the receiver begs leave to submit the matter to this court.

Respectfully,

FRANK H. DYER, Receiver.
SALT LAKE CITY, Aug. 19, 1889.

In his letter to Mr. Pickard, the receiver states that in his opinion the sheep, if shorn, could not possibly survive the winter, and calls attention to the fact that the contract requires the sheep to be returned in as good condition as when they were leased; that if they are shorn it will be a violation of the contract, and that Mr. Pickard will be held responsible for any loss.

The telegrams to the sub-lessees warns them not to shear the sheep.

ADVERTISING BILLS.

At today's session the court approved the following bills for advertising for bids for the Church sheep:

Nephi Ensign.....	\$ 5.50
Beaver Usonian.....	10.00
Utah Valley Gazette.....	10.00
Provo Enquirer.....	7.50
Logan Journal.....	10.50
Utah Commercial.....	15.00
Ogden Standard.....	21.00
DESERET EVENING NEWS.....	35.00
Salt Lake Herald.....	50.00
Salt Lake Tribune.....	67.00

LEASING THE SHEEP.

In regard to leasing the Church sheep for the year beginning Sept. 1, 1889, the court made the following order:

The following bids for the sheep in the hands of Frank H. Dyer, receiver, are acceptable, to-wit:

Samuel Bennion, 5000 head in the hands of H. Armstrong and Wm. Taylor, at 51 cents per head.

Wm. A. Bills, 2788 head now in his hands, at 50 cents per head.

Edward Steadman, 121 head now in his hands, and 81 head in the hands of Weber Steadman, and 3450 in the hands of J. J. Freeman, at 50 cents per head; and 2468 head in the hands of Wm. Crump, at 40 cents per head.

R. H. Winder, Murray, Salt Lake County, 700 head in the hands of Simon Hibbard, at 35 cents per head, and 40 cents per head for 507 in the hands of Wm. Parker.

John Paustgoord and James P. Tilson, Payson City, 419 head in hands of Thomas Wright, at Nephi, at 40 cents per head.

G. W. Ivory, Fountain Green, Utah, 3319 head in hands of George Farnsworth, at 40 cents per head.

Heber A. Smith and J. H. Day, Draper, Utah, the remainder at 40 cents per head, to-wit: Three hundred and forty-one head in hands of Chas. Peterson, Hilliard, Wyo.; 910 in hands of — Thompson, near Park City; 3816 in hands of J. B. Hunter, Mt. Pleasant, Utah; 27 in hands of Geo. W. Bean, Holden, Millard County; 157 head in hands of John Irvin, West Jordan; 803 head in hands of Geo. W. Bryan, near Coalville; 650 in hands of Jas. Ni hol, near Mountain Dell, and 2504 in hands of R. McLaren.

The receiver will proceed to execute leases to the foregoing parties in accordance with their bids hereby accepted and with the order of the court heretofore made, and in all cases requiring the lessees to secure the performance of their respective leases by bond with good and sufficient sureties to be by him approved. In case any of the foregoing bidders fail to comply with their bids, the receiver will proceed to lease any sheep left on his hands by such failure on the best terms obtainable, in all such cases requiring good security from the lessees.

A PROTEST.

The following bid was submitted for the defendants by Bishops Preston, Burton and Winder, but was not accepted. It is in the nature of a protest against the course being pursued by the court:

In the Supreme Court of the Territory of Utah

United States vs. The Late Corporation of the Church of Jesus Christ of Latter-day Saints and others, defendants.

To the Court:

The petition of Wm. B. Preston, R. T. Burton, and John R. Winder, in behalf of said defendants and the intervenors in this suit, respectfully shows:

That in re-letting the sheep now in the hands of the receiver, due regard should be had to the probability that a decision will be rendered by the Federal Supreme Court at an early date the next session—ultimately the right to said sheep. Should said decision be in favor of defendants or intervenors they would be entitled to and would desire the immediate possession of said sheep. If said sheep are let to petitioners any inconvenience resulting from such decision will be avoided. On the other hand, if the decision is adverse to the defendants, petitioners are ready to give