The teams used about the tithing office in this city were claimed by the Salt Lake Stake, and a demand by the receiver for them was met with a refusal. I believed these teams, etc., could be recovered if proper steps were taken, and filed an application for a writ of assistance which was granted, and under it the receiver took possession of the property. The title was contested vigorously by the parties claiming ownership, and at length the claimants paid for it.

The witness detailed at great length investigations which had been made in the pursuit of Church property. He had understood that the Constitution lot had been owned by Brigham Young, but had been turned over to the Church by his executors in liquidation of alleged indebtedness to the Church. John Taylor, as trustee-in-trust, conveyed the whole of the lot to H.S. Eldredge and witness believed that H. S Eldredge would swear that he owned it absolutely and did not at first deem it wise to plant suit. One man who had a ground lease ostensibly from Eldredge, told witness that he paid his rent to one Rossiter, understood to be a Church agent; later data were obtained to warrant the filing of a complaint; the names of the defendants were obtained from the business signs on the property, and the result of the suit was, in the judgment of witness, very doubtful.

Witness gave the particulars relating to a piece of land west of the Lion House, which was included in the compromise, told about the Theatre, and the reason why suit was not planted to recover it, which was based on the fact that the Church had parted with its stock in the Theatre company before the disincorporating law was passed.

By inquiry of persons friendly to the receiver, and by various other means, investigations were pushed looking to the recovery of property, real and personal, and gas stock, street railway stock and other property were recovered. The witness gave the details of several such transactions. With the exception of the suit planted to receive the property near the Lion House, witness regarded all the suits as doubtful, for the reason that the facts were in the custody of persons hostile to the receiver. The reasons why parties who claimed Church property at length weakened was, in the opinion of the witness, their fear of prosecution for perjury, and he believed that the reason why the representatives of the Church at length agreed to a surrender of all its property for the purpose of a final decree was because they felt something akin to consternation.

In the opinion of the witness, it would have been an impossibility to have recovered a single specific piece of the personal property for which $75.000 was accepted. Witness said: "I considered that when that sum was offered by the Church and finally settled upon, it was a clear gain to the fund, for I don't believe *fifty cents'* worth of the property in lieu of which it was paid could have ever been recovered. Marshall & Royle endorsed this settlement."

In relation to the real estate suits, the witness gave it as his opinion at the time, confirmed since, that the receiver would have lost every one of them except the one planted for the property west of the Lion House.

Witnessed expressed to Mr. Peters the opinion that the Mormon Church had not abandoned the teaching or practice of polygamy. This was in connection with the settlement for the final decree, and was designed to influence the government attorney in respect to that settlement.

Witness testified concerning investigations in regard to Temple and Tithing properties in various parts of the Territory, by agents of the receiver, and by himself. He described the nature and objects of the corporation which holds the title to the Logan Temple, as stated in its charter, and gave the history of that title as disclosed by the records. He also gave the history of the titles of several tithing properties in Cache county. He treated at length upon Stake and ward corporations, and their ownership of property. An investigation of the title of the tithing property in Brigham city disclosed that it vested in Brigham Young. This was a surprise to the people there, who insisted that it had been used and controlled by them locally for tithing purposes, long before his death, and that it belonged to them. Brigham Young's executors made no claim to it, and the people had a possessory title which witness believed was good.

Witness testified concerning Washakie Farm, on which a colony of Mormon Indians were located; it was worth from $1000 to $1200, and the title was in John Taylor, trustee-in-trust. Witness believed that the title to this property could not be conveyed, and that no harm would come of allowing it to remain as it was. Witness testified concerning certain properties in Ogden, used for tithing or religious purposes; he thought possibly the tithing property might be traced back through different ostensible owners to the Church, as it had always been used for tithing purposes. A suit for this property is pending; also for the Tabernacle and for the property used as a residence by L. W. Shurtliff; the latter is claimed as a parsonage.

The witness was never a party to any agreement to dismiss those suits. Mr. Peters had told witness that the Attorney General had expressed a disinclination to plant suits for Temples, and the Tabernacle property in Ogden, and thought the latter ought to be dismissed. Witness gave what he understood to be the view of the Attorney-General regarding the Temple Block in this city, which was that it ought not to be attempted to be escheated on account of any past use it had been put to, nor on the strength of a suspicion as to how it might in future be used; but that it should remain in *statu quo* until actually used for an unlawful purpose, when suit could be planted and pushed.

Witness believed that the counsel for the United States knew of the condition of the titles to alleged Church properties in various parts of the Territory, before the settlement was made with the Church for a final decree; witness had informed Mr. Peters personally in regard to these properties.

Witness spoke of the decree in the case of the receiver vs. H. S. Eldredge, which, it is claimed, settles the title to the Council House property; he did not think such was the true intent of the decree, and narrated the manner in which it came to be rendered.

At twelve o'clock a recess was taken till 1:30.

At the resumption of proceedings before Commissioner Stone after the noon recess Sept. 18th, W. H. Dickson was sworn in behalf of Mr. Dyer. He testified that P. L. Williams was an attorney of excellent standing and ability, and competent to act as the legal adviser of the receiver.

Mr. Williams resumed the stand and testified that neither the receiver nor his attorneys had anything to do with the settlement between the Church and the government for the purpose of obtaining a final decree. He made this very explicit and emphatic. Witness understood that, notwithstanding the final decree, the government might continue to pursue property. Had read the final decree lately with care, and he now considered it a grave question whether or not the government had a right to pursue other property; the decree did not reserve that right to the government unless by implication; if it was the design to reserve such a right, a mistake was made in drawing the decree; the mistake is attributable to Mr. Hobson or Mr. Peters, or both.

The witness further testified: The receiver and myself have acted since the final decree was rendered, on the theory that property could still be pursued; that Judge Zane, as attorney for the school trustees, pleaded at the bar of the Territorial Supreme Court, that the final decree was an estoppel on the further pursuit of property. This led to the consideration of the matter by the receiver, myself and Mr. Peters. The latter held that the decree was not an estoppel. Mr. Peters never intimated in my presence that it had been agreed to dismiss the Ogden suits; I have never been instructed by the department of justice to dismiss them; they were planted in May, 1888; one reason why they have not been pushed was because they have never been regularly reached on the equity calendar, and the receiver and myself preferred to try them before the court rather than have them go before a referee; while he never asked for a continuance, the receiver did take into consideration the fact that, if the decision of the United States Supreme Court were made before they were tried, and if it were in favor of the Church, the expense of the suits would be saved; I don't think the delay will pre-