

XVII.

That on April 7th, 1888, the late Receiver commenced his suit as such in the Third Judicial District Court of the Territory against Horace S. Eldredge, Salt Lake Literary and Scientific Association, a corporation, and other parties, in the nature of a proceeding to quit title to all of lot 8, in block 75, in the City of Salt Lake, alleging the property to have been conveyed in violation of law and the rights of the United States, by the trustee of the Church of Jesus Christ of Latter-day Saints, to the defendant Eldredge, and by him conveyed in like manner in specific parcels of said lot to the other defendants, including the Scientific Association aforesaid. That prior to the 9th day of July, 1888, the said Receiver received an offer of compromise, by which the interested parties proposed to pay \$38,241.15 in consideration of his dismissing (or submitting to judgment against him in) the suit aforesaid, which proposition was submitted to this Court on the day last aforesaid for its consideration. That by the express terms of said offer, the same did not include the northeast corner of said lot 8, beginning at said corner and running thence south five rods, thence west five rods, thence north five rods, thence east five rods to the place of beginning, being the portion of said lot conveyed to the Scientific Association aforesaid. That thereafter, on said 9th day of July, the court approved said offer, with the reservation aforesaid, and directed the said Receiver to accept the same, which he thereupon did; and the said sum of \$38,241.15 was paid to him as Receiver. That in his bill of complaint in the suit aforesaid, and the said Receiver did not specify or designate the specific parcels of said lot 8, claimed by the defendants severally under the conveyance from Eldredge, but stated generally that the defendants claimed and had conveyed to them portions of said lot; and defendants' answer put in issue all the allegations of the bill. That the said Receiver and his counsel had reason to believe and did believe, that his claim to the northeast corner of said lot, being five rods by five rods, as hereinbefore set out, was valid and could be maintained in the suit.

[Allowed and in substance found by me in my report. M. N. Stone, Commissioner.]

That afterwards, on the 15th day of December, 1888, the said suit came on for hearing, and evidence was adduced and findings of fact made and filed in favor of certain defendants named, not including said Scientific Association, as to all of said lot, describing the same by bounds, save the northeast corner thereof, and directing judgment accordingly. That thereupon a decree was entered adjudging the title to the several portions of said lot mentioned in the findings to be in certain defendants named, but also generally adjudging that the said Receiver, complainant, "take nothing by reason of his said action."

[Allowed and in substance found

by me in my report. M. N. Stone, Commissioner.]

That neither the Receiver nor his attorney-in-fact knew the terms of said decree and of the said general adjudication therein until the present hearing. That the Receiver did not attend at the hearing before the court; and his attorney did not attend all of the time, and did not attend to the drafting of said decree. That ordinary care and prudence demanded the Receiver to attend said hearing with his counsel and to look after the decree and to that end to present his evidence in support of his claim to the corner agreed to be excepted, and which was excepted, from the order of compromise, so that when final decree was entered his right as Receiver to said corner should be determined. That the value of said corner is about \$30,000. That if said northeast corner shall by reason of said decree, and the value thereof, be lost to the United States or the trust fund, the late Receiver is responsible for said loss. [Allowed, and in substance found by me in my report. M. N. Stone, Commissioner.]

XX.

That the Receiver used \$11,000 of the trust fund from April 25 to June 25, 1890, when he returned \$3,000 thereof, with interest at 10 per cent per annum; on July 2, 1890, he returned the balance of \$3,000 with like interest. This money was used by the Receiver in his private business and in paying his private indebtedness, accrued in part from building operations. That the Receiver made no profit by the use of this money, but there is no evidence to show what the current rates of interest were in the community during the time of its use. I find that the use of this money was unauthorized, and constituted a breach of trust.

[Allowed. M. N. Stone, Commissioner.]

XXI.

That the Receiver advanced P. L. Williams, his attorney, on account of services rendered, \$1500 without being authorized so to do by the Court. For this amount the Receiver is accountable until the Court shall ratify and approve said disbursement.

[Allowed. M. N. Stone, Commissioner.]

XXII.

That the late Receiver qualified and entered upon the discharge of his duties about November 11, 1887, and on October 6, 1888, an agreed statement of facts was made and filed, upon which a final decree was entered in the main case on the same day. Said statement purported to set out all the property of the late corporation, the Church of Jesus Christ of Latter-day Saints, and specified no other property than that embraced in prior reports and petitions of the late Receiver to the court; and the decree subsequently entered embraced the same and no other property; that said decree was final as winding up the affairs of the late corporation, the said Church, and determining the property of the same subject to disposition under the provision of Section 17 of the

act of March, 1887; and at the time and since was so understood and accepted by the Receiver. That since said decree, and until his resignation, the Receiver has practically done nothing in the matter of his trust, save to keep and control the property in his hands. That the Receiver did not at any time report to the court (or call its attention thereto) the fact of the possession and use by the Church of the Temple properties at Logan, Mantl and St. George; nor the unlawful uses to which they were in part put, that is, that they had been used for solemnizing plural or polygamous marriages; that these were marriages within the purview of the order of his appointment, and the act of Congress aforesaid. That no sufficient investigation of the titles to the Mantl and St. George properties was made, with a view to ascertaining whether they were the properties of the Church. That sufficient appeared in the evidence of Angus M. Cannon, given at an early stage in the proceedings, to put the Receiver on inquiry, and to establish, *prima facie* at least, that these Temple properties, if belonging to the Church, were not used exclusively for the worship of God, and were not exempted from the operation of the act of Congress. That in the premises the Receiver failed and neglected to perform his whole duty.

[Refused. M. N. Stone, Commissioner.]

XXIII.

That since the final decree the current expenses of the office of the Receiver seem to have been about the same as before. That the Receiver continued to employ a bookkeeper at a monthly salary of \$100, and to rent an office at \$30 and \$40 per month. That in February and March of the current year he rented an office from himself personally at the rate of \$40 per month. That no evidence showing the necessity or reasonableness of these charges was given by the Receiver.

[Allowed, except the last clause: "That no evidence showing the necessity or reasonableness of these charges was given by the Receiver." M. N. Stone, Commissioner.]

C. S. VARIAN,

U. S. Attorney.

DEATH OF A VETERAN LADY.

At 11 a.m. Oct. 23, Sister Phebe S. Tingey, wife of Bishop John Tingey, of the Seventeenth Ward, passed from mortal life. The immediate cause of dissolution was apoplexy, with which she was stricken two weeks ago, although she has been in ill health for nearly six years previously. Deceased may be properly classed among the pioneer ladies of Utah, having come to this Territory in 1852—five years after the arrival of the advance guard. She was an estimable lady, thoroughly domestic in her inclinations and habits, and faithful to her religious convictions, in which she never wavered. Besides her husband, she leaves five grown children and nine grandchildren to cherish her memory.