

came with some statements of Mr. Armstrong, and we proceeded on them; we considered the case doubtful, though there was a possibility of success; we had to get all testimony out of hostile parties; a proposition was made to compromise for the full consideration of the deed; knowing we had a weak case, we of course approved the compromise; I was in the Supreme Court on July 9, 1888, when the general compromise was submitted to the court; after the reading of the petition there was some little said; Mr. Young said the Church was turning over its property, and I corrected it by saying the proceeds of the property; the court was not informed that it was the value of the property; I recall no statement that would justify the assertion that the court was misled.

To Judge Marshall—On May 5, 1883, the Wells corner was deeded to Jos. F. Smith; this did not include the Z. C. M. I. factory ground; on May 11, 1887, Joseph F. Smith gave a deed to Geo. Q. Cannon; there was no indication of fraud; there was no ground for suspicion except that they were prominent members of the Church; a month later Geo. Q. Cannon conveyed it to F. Armstrong, A. H. Cannon and the Savings Bank; there was not a shadow of evidence to show that the transaction was not bona fide; the bank intended to build; we were offered in the compromise the proceeds of three sales; I regard \$500 per foot front as a very high price for the ground at that time; I would have advised a private individual to compromise at 50 cents on the dollar; our basis for proceeding was an admission of Mr. Armstrong, from which we hoped to prove that the property was held in trust; that was our only hope; there was no statement of values made to the Supreme Court; I understood, as to the personal property that it was scattered along through the Territory; I put that down as merely a cipher; the expense of collecting the live stock would have been great; the receiver would have had to expend more than it was worth to pursue the personal property; I think it was a very favorable compromise; my statement to the court was based on the petition; the sheep and cattle may not have been mentioned there.

Mr. Thomas Marshall, in continuing his testimony said his statement referred entirely to matters contained in the petition; could not say whether or not the late John Taylor was president of the Savings Bank at the time the institution purchased the property; even if the bank knew the property was held in trust for the Church, I think it would have been a good thing to compromise; a trustee can make a sale.

JUDGE J. C. ROYLE

corroborated the testimony of Mr. Marshall; and said the face of the abstract showed a clear legal title in the parties claiming; the suit was started with the hope of getting out of the purchasers some admissions on which to proceed; I had some doubt whether the prop-

erty should not be valued at the same figure as when it was originally acquired; Wells had the title from the government, and we would have had to break down the legal title; we were positively in favor of the compromise, and we recommended it; the attorney-general was satisfied, and of course it was all right with us; we considered that the compromise was a good one, on the whole, showing we thought we were getting a very good thing; I knew the Church could take the case to the Supreme Court, and keep it in litigation five or six years, at a heavy expense; I believed, and do now, that the statements of Messrs Dyer, Williams and Peters were correct.

To Judge Powers—It is doubtful whether, if we had all the facts, the property could have been obtained.

R. G. TAYSUM

testified that he was in court on the day the compromise was made. He reported for the Salt Lake Herald the substance of all that was said, and it was published; did not hear the court ask if it was a fair compromise; no questions were asked as to the value of the property.

J. H. ANDERSON

of the DESERET NEWS, testified to substantially the same facts.

W. J. CLARKE

testified that he was present when the compromise in the Church suits was reported to the court; Mr. Peters read the petition; no questions were asked as to the actual value of the property; I think Mr. Marshall said it was a fair compromise.

MR. PETERS

was recalled and testified—I have here all that I kept of the correspondence with the attorney-general and Mr. Hobson with reference to the examination for fixing the compensation of the receiver and his attorneys.

The first letter to the attorney-general was as follows:

November 2, 1888.

*The Honorable Attorney-General,
Washington, D.C.:*

Sir—By reason of the fact that I have a claim against the receiver of the late corporation of the Church of Jesus Christ of Latter-day Saints for professional services, would it not be well for Mr. Hobson to be directed to be here on the 17th of the present month, when the matter of fixing the compensation of the receiver and that of his counsel will be heard by the Supreme Court of the Territory?

Mr. Hobson has been in the case from its inception, and is thoroughly familiar with all that has been done in it, and is entirely disinterested in this matter.

Respectfully,

GEORGE S. PETERS,
United States Attorney.

Judge Powers—Did you receive a reply to that letter?

Mr. Peters—Yes, sir, dated November 7, 1888.

Judge Powers—We will offer that in evidence. The reply from the Attorney-General is as follows:

DEPARTMENT OF JUSTICE,
Washington, Nov. 7, 1887.

*George S. Peters, United States Attorney,
Salt Lake City:*

Sir—In reply to your letter of the 2nd inst., advise me by telegraph if it is absolutely necessary that Mr. Hobson should go to Utah in connection with the matter of the compensation of the receiver of the late corporation of the Church of Jesus Christ of Latter-day Saints, and that of his counsel; and if it is, I will direct him to be there on the 17th inst. Very respectfully,

A. H. GARLAND,
Attorney-General.

Q.—Now, did you advise him by telegraph?

Mr. Peters—I did, but I have not a copy of the telegram; it might be it could be obtained at the telegraph office; but the substance of it was that, in my judgment, it was absolutely necessary for him to be here.

Q.—Did you get any reply to that?

A.—The reply that I received to that was from Mr. Hobson; I received a telegram from him. I think I received a letter; but I also received a telegram.

Judge Powers—I think I will put the letter in first. Any objection?

Q.—This letter you received after you telegraphed the Attorney-General?

A.—Yes, sir.

Judge Powers—This letter is as follows:

UNITED STATES ATTORNEY'S OFFICE,
District of Colorado, Denver,
November 14, 1888.

*George S. Peters, Esq., United States Attorney,
Salt Lake City:*

Dear Sir—I had heard nothing of the necessity for myself being in Salt Lake until yesterday, when I received a letter from the Attorney-General, saying that if I could make my arrangements to do so, to go on and be there the 17th. It is almost impossible for me to make such arrangements now. I had previously set down a number of important cases for trial, beginning with today, and I will be engaged in the same until about the 25th. I am sorry that I could not be on hand, as you seem to think it was necessary.

Yours truly,

HENRY W. HOBSON,
Special Attorney.

Q.—Did you about the same time receive a telegram from him?

A.—Yes, sir.

Q.—(Showing telegram)—Is that it?

A.—Yes, sir.

Judge Powers—(Reading)—“Denver, Colo., November 17, 1888.—Received Salt Lake City, 12:58 p.m., dated Denver, Colo., To United States Attorney Peters, Salt Lake, Utah: Am trying my criminal docket. Impossible to leave within the next ten days. Hobson, United States Attorney.”

Q.—Did you make any further effort to get him here?

A.—Well, on the receipt of that letter and telegram, when the Supreme Court met on the 17th—that was the time the matter was to be