

ney for the receiver from shortly after his appointment until November, 1888; my connection in the management of the trust had not been severed before the examination before Judge Sprague; I did not conduct that examination; I examined Mr. Williams; I did not appear as Mr. Dyer's attorney there; so far as I appeared at all I appeared for the government; I did not cross-examine witnesses; none were cross-examined on the part of the government. I did not object at that examination, to \$26,000 compensation for the receiver; Mr. Hobson filed exceptions, but I did not sign them; in July, 1888, I went to Washington with the receiver, to consult with the attorney-general with reference to the suit against the church; Col. Broadhead and Mr. Richards, as well as the attorney-general, were present; there was no agreement at that time to turn over property; the agreement was made before then; the Church had proposed to surrender all of their property, for the entry of a final decree; the \$75,000 given the receiver covered property transferred to the Stakes; that is all that was left that existed at the time of the compromise; the surrender of money was made in October; the agreement was made before July 9th; the receiver accepted the proposition upon the approval of the attorney-general; the receiver acted both under the court and the attorney-general; the Church promised to surrender the sheep owned when the law went into effect; this was represented to be 30,000, and these were accepted by the receiver; it was not agreed to accept 30,000 in full for all, but they said that was all; it was the understanding that a decree should be entered on the turning over of the property, that the case could go to the Supreme Court of the United States; I would not consent to a final decree till all the property was surrendered; the main case is beyond my jurisdiction; I have asked to be excused in matters connected with the receiver's report, because I have been his attorney; before Commissioner Sprague the receiver said he would be satisfied with \$25,000; he made no particular claim; I used the words there, "He is the man that is making the claim;" he was making a claim for compensation, and thought he was entitled to \$25,000; I did not represent the receiver; when I was asked whether I represented the government, I said I did, in part; the receiver said I was not representing him; I represented the receiver in the pursuit for property; the Church attorneys claimed the \$75,000 was an excessive price for the property in existence, but they paid it with the idea of getting a final decree and a speedy appeal to the higher court; I did not call the attention of witnesses who were testifying, as to the compensation of the receiver, to the fact that the Church had surrendered its property; Mr. Williams looked up the Church property outside of Salt Lake; I do not know who made the interlineations in the report of the examination before Judge Sprague.

To Judge Powers—In reference to the compromise, I will say the receiver had nothing to do with the pushing of the case to a final decree; he may have known of it, but it was a matter entirely between the attorney-general and the defendant corporation; other counsel for the corporation yielded to the attorney-general; I had called the attention of the attorney-general to the fact that there was to be an examination as to the compensation of the receiver; I have letters received from him; conversed with the attorney-general about my employment by the receiver; I appeared for the government before Commissioner Sprague simply to prevent any delay; I did not agree to any sum being allowed to the receiver.

To Judge Marshall—I was at the examination before Judge Sprague to see that the matter was conducted properly for the government; my own compensation was referred to them; the examination was held open till Mr. Hobson said he did not desire to cross-examine witness; I objected to the \$25,000 for the receiver, by not consenting, I did not want to take any part in it.

To Judge Powers—The receiver demanded all of the sheep, as well as other property of the Church, including 15,000 that had been sold, and the defendants acceded to the demand; the receiver also took steps to get a knowledge of the property on hand at the time of the compromise; the defendants claimed that there was not \$50,000 worth of property left; it had been used in temple building; the perishable articles had also been used up; these covered over \$82,000 of the inventory; there was wheat to over \$64,000, and other items, which had disappeared by use; it was all claimed by the Stake Associations, and we would have had to maintain suits for its recovery; we had to search for our proof among those interested in retaining the property for the Church; none of them volunteered information about the illegality of the title, but all claimed that their titles were good; all of these matters were considered in the compromise.

To Judge Marshall—The receiver had no inventory of this property; he had a schedule of the property testified to.

Judge Marshall—We ask for copies of those inventories.

Judge Powers—They are public documents, in the possession of the court. The gentlemen can get them there, but we will not furnish them for their convenience. Mr. Dyer will get copies, and help them all he can.

Mr. Peters, continuing—I examined the validity of the Stake incorporations; we came to the conclusion that they were illegal, and the transfers to them void; we might have followed the property if we could have found it.

To Judge Powers—To follow it we would have had to commence numerous suits, and involved much expense; lawyers might disagree as to the legality of the Stake incorporations, and of the transfers.

Judge Powers—Is it a fact that

Judge Zane filed an opinion that you had been pursuing an unreasonable course in going after this property?

Examiner Harkness—That is improper.

To Judge Marshall—The decision of the court was adverse to the validity of the assignments of the stakes.

JOS. J. SNELL

testified—I was at one time the owner of an undivided interest with my brother in the Church quarries, Little Cottonwood; that is where the Temple granite is obtained; at one time I extended an easement on the property to the Church; we were in possession then, and the Church also had buildings there; we had the patent.

Judge Powers—I move to strike out that testimony as incompetent. I call upon the gentleman for the lease they have been talking of, overruled.

Judge Marshall (to the receiver)—Have you the lease referred to?

Receiver Dyer—Never heard of it.

Judge Marshall—Then we offer a certified copy. It is dated in November, 1877, and is a perpetual lease to the Church.

Judge Powers—You offer it to show there was other property which the receiver could have obtained.

Judge Marshall—Yes, sir.

Judge Powers—There is nothing to show that the grantors have any title to this property.

The lease was admitted in evidence.

Judge Marshall explained that the interlineations referred to were on a private copy belonging to Mr. Young, and bound in with the official copy by an error.

Judge Powers said he had proposed to the other side that, if they were through on the point of misleading the court, the defense would offer proof on that subject, to avoid waiting for witnesses. This was acceded to, and a recess taken till 2 p. m.

THE DEFENSE BEGINS.

In the afternoon Mr. Critchelow stated it was agreed by the parties that the east end of the Wells corner had been enhanced, between March 2, 1887, and July 9, 1888, \$30,000, by the erection thereon of Z. C. M. I. shoe factory.

HON. THOMAS MARSHALL,

of the firm of Marshall & Royle, testified—We were employed by the receiver in the suits for the Wells corner: there were two suits; were employed in May, 1888; examined the cases before instituting the suits; Mr. Dyer called on us and asked us to bring the suits; heard Mr. Peters told us the facts, and we expressed a doubt of maintaining the suits; the property was held by Jos. F. Smith, and the only thing we had to go on was the fact that he was a prominent member of the "Mormon" Church; he conveyed it to Geo. D. Cannon, who in turn conveyed it to F. Armstrong and A. H. Cannon; all the deeds were apparently good, there being no intimation of fraud; we declined to proceed; afterwards Mr. Peters