

except that I have a remembrance that Mr. Peters made some remarks that were concurred in by the others. I had forgotten all about Mr. Thos. Marshall being there until I saw in some paper the other day that he was connected with the case. I remember that several attorneys made remarks there; so that it was "a general thing." It seemed to me all sides were represented.

Judge Marshall—Can you state the substance of those remarks in any way?

Judge Boreman—Well, I don't know that I can, except the idea was that here were some suits that were contested; the attorneys had examined into them, and there was considerable doubt about the ability to maintain the suits, or something to that effect; and somebody said that while they were in this quandary that the defendant's (Church's) attorneys had offered to let them have the money that they got for the property, they claiming what was the value themselves; that is, the Church, I think, claimed that; and after examining it they had concluded that that was the best thing to be done under all the circumstances of the difficulty of the title. My recollection is the whole trouble was about the title.

Judge Marshall—Was anything said that you recollect to lead you to suppose that this sum of money claimed to be the value of the compromise was not approximately the value?

Judge Boreman—No, I did not pay any attention to that, as to whether it was the true value or not, and I do not know whether any of the parties did, only that was what someone said—that the Church thought it was the value.

Judge Marshall—Did you not take into consideration or think about how much the receiver or the parties he represented would lose on any compromise.

Judge Boreman—Well, I think we took it into consideration something like this: That the Church claimed that was the full value. The other side claimed it was of more value, but there was a defect in the title, or something they were not able to prove to make good their claim, and therefore they thought the best thing would be to make a compromise in settlement. That is about the substance of it.

Judge Marshall—Was anything said at that time to lead you to suppose that the receiver could not prove the allegations in his own complaints in this case?

Judge Boreman—I got the impression that his counsel or the attorneys there were very doubtful about their ability to maintain the suits. That was certainly my impression. The whole thing, it seemed to me, hinged on that.

Judge Marshall—To maintain their suits as a matter of law or evidence?

Judge Boreman—Their inability to prove the facts.

Judge Marshall—Did not the fact that the Church was willing to give what they claimed, or the value of this property as a compromise, convey the impression to your mind

that perhaps these suits might be maintained?

Judge Boreman—No, I do not know that it did, only that they thought that they would have to give that money up anyway. Even if they got the money they would have to give it up as a Church—the money they would get for the property. They thought that was the full value, and did not want to contest it further.

Judge Marshall—Do you remember anything specifically being said there to lead you to suppose it was not a true or approximate value?

Judge Boreman—I do not remember that anything was said there. My recollection is that the other side thought there was more value, but how much more I do not remember. I say the actual value; I do not mean the value upon the compromise; but the value provided the title was good, in which case it would be worth more. But as a matter of compromise they thought it was a fair thing to be done under the circumstances.

Judge Marshall—What proportion of the value of the property did you understand the United States or the receiver was getting at that time?

Judge Boreman—I do not remember that there was anything said about that; but the idea that passed through my mind—and I think it was from the statement made at the time—was that they would get that or nothing. That is, if the receiver had no right to it and they could not prove that he had that that was so much gained.

Judge Marshall—Did you think the court should approve the compromise on the fact that they thought the receiver had no right to it?

Judge Boreman—No, but there was a doubtful right—a question of great doubt in the minds of the attorneys, and these parties offered that amount; and they thought it better to take it.

Judge Marshall—You did not understand that that amount bore any particular relation to the actual value of the property?

Judge Boreman—I did not so understand it. That is the impression on my mind now.

Judge Marshall—Had you any impression at that time as to the value of the land?

Judge Boreman—I had not, and I do not know now the value of it. If any man asked me today to fix a value upon it I could not do so.

This concluded the examination-in-chief of Judge Boreman, and Judge Powers thereupon intimated that he should not cross-examine the witness.

#### LE GRANDE YOUNG

was the next witness. He testified:—I was attorney for the Church in the suits brought against it by the Receiver; remember the petition being filed; I remember some question being asked and some statement being made; the receiver and his counsel, the way I understood it, were of the opinion that the amount named in the petition was all they could get in case the

suits were pushed to trial. I think I know by whom the offer to compromise was made; I do not know whether it was in writing or not; I do not care to state who it was, unless I am compelled to; I presume Mr. Richards made it; I do not know that he even told me so, but I know that I did not; Mr. Richards is either in Washington or Chicago now; I doubt very much if there was a written offer; if there was one, I do not know it. My clients in the case are the defendants generally; I do not know that I could tell them all. I was employed by the defendants in these cases; I have been in the regular employ of the defendant church, but have sent bills to others. I sent bills to Grant, Dinwoodey, Armstrong and others. I do not think I ever entered any of the cases without being asked. I think all of them, with the exception of Parry, came to my office; I talked with John R. Winder, the Z. C. M. I. people and others. I think the compromise was authorized by the whole of the defendants; the people who purchased the property were merely anxious that their titles be made secure—that the consideration money be turned over.

To Mr. Williams—My impression was that you read the petition, but I am not certain about it; I have that in my mind, but it may be the matter was talked of elsewhere. Referring to the compromise, there was considerable oral communication off and on, before an agreement was finally reached. Mr. Richards, I believe, conducted it.

#### J. L. RAWLINS

was the next witness: He was an attorney for the defendant in the case of the United States vs. the Church. I remember the filing of the petition of compromise; I was in the court at the time it was presented. There were some questions asked and some responses made. Some questions were asked the attorneys for the defendant, but I do not remember whether any question was put as to the value of the property; I believe the chief justice asked whether it was a fair valuation, and the reply was in the affirmative. I couldn't state whether they asked whether it was a fair valuation or not. I did not understand there was any compromise; but that the money received was in consideration of the property, in order that the suits might be dismissed. I think I understood that the prices named were fair valuation.

To Judge Powers—The personal property turned over was in consideration for the real property—that the amount was the actual consideration; that the offer had been made that if the receiver would dismiss the suits and allow the property to remain with the grantee, they would turn over whatever consideration they had received. The substance of what was said before the court was that the amount received for the property was a fair one; that it was a fair value at the time of the transaction; that the Church was turning over the considera-