

Jenks; the attorneys for the defense were at Washington; I did not converse with them; Mr. Peters may have had a conference with Col. Broadhead, but could not say; I was not present; I did not hear before I got to Washington that there was to be a meeting of the attorneys on both sides; I was not present when the compromise for the \$268,000 was discussed; I don't think there was any written agreement of compromise; I told Mr. Jenks what I had done as receiver; he is thoroughly on the case; I had no particular trouble in obtaining possession of the tithing office and grounds, nor with any other of the pieces of real property, except the Church farm; afterwards took possession of that; we spent considerable time in making inventories of the property; obtained a clue to certain stock in corporations at the examination before Judge Sprague; we sued for those stocks, which were finally turned over at the compromise; after qualifying as receiver on November 10, 1887, I demanded the personal property the same month, and brought suit under a writ of assistance; I had the deputy marshals on the watch for personal property; employed no one specially for that purpose until May, 1888, as we were awaiting the decision of the court in regard to personal property which we already had in sight; the nature of the property named in the stipulation was such that I knew much of it was perishable; we endeavored to find out who got away with the property, but failed to learn of any one whom we could hold responsible; the people belonging to the Church would give us no explanation; they simply would not talk about it; we could not find much personal property ourselves; all we could get track of was an insignificant amount; I heard of some Church hay in Spanish Fork to be sold.

Mr. Critchelow—Did you get that information from McBeth.

Mr. Dyer—I don't know. I wrote to McChrystal; I also sent Wolcott to Emery, Wasatch and other counties; the first expense for an agent to operate outside of Salt Lake County was in May, 1888; Wolcott's mission to San Juan was not to inquire into the killing of a post trader; he was to do that incidentally to his labors in hunting Church property; he found but little property, and they went to Emery; the compromise stopped the further search for personal property; I consider that I acted with diligence; I endeavored to find out what interest the Church had in Z. C. M. I. stock; heard that that property had been sold to H. J. Grant; the figures were above \$80,000, but I do not remember the exact amount; I also tried to find how much cattle the Church had before March 8, 1887; I had nothing to do with cattle brought in subsequent to that date; did not look up any Church ranch, because I did not know of the existence of such; no one in behalf of these school trustees brought me any information.

Mr. Critchelow—Didn't C. O. Whittemore tell you of an interest

the Church had in the Stringam estate?

Mr. Dyer—Yes; and he wanted to bring a suit and he paid a percentage on the amount. Mrs. Stringam had left some property to be used by the Church in work for the dead; I demanded the property and was refused; I referred the matter to Mr. Williams, who examined the will, and decided that we could not get it because it was left for "superstitious purposes;" Mr. Sargent, my deputy, told me of some cattle he was following; Deputy Steele, of Logan, also told me of cattle; so did S. F. Mount; these cattle were all included in the compromise; C. C. Goodwin told me of some cattle coming from the north; I talked with him a good deal; I leased the tithing house, etc., to Messrs. Preston, Burton & Winder; did not ask what they were going to use it for, but supposed they would use it for tithing purposes; I had no conversation with Bishop Preston, George Q. Cannon, or any of the defendants except Col. Winder.

Mr. Critchelow—Were you not in conference with Wilford Woodruff, George Q. Cannon, Bishop Preston, R. T. Burton and others of the defendants in this suit, besides Col. Winder—I mean while negotiations for the compromise were in progress?

Mr. Dyer—No, sir, I was not. I never met any of them but Col. Winder.

Mr. Critchelow—Did you not tell Clayton L. Haines that you obtained information as receiver that you could not use as United States Marshal?

Mr. Dyer—Did Haines tell you that?

Mr. Critchelow—I am asking the questions; you are the witness.

Mr. Dyer—I refuse to answer.

Mr. Critchelow—Why do you refuse to answer?

Mr. Dyer—Did Mr. Haines say that to you?

Mr. Critchelow—I am not saying that he or anyone else said it; I am only asking you.

Mr. Dyer—I want to know, as United States Marshal, whether he said that to you. I want to know if he has been divulging the secrets of the grand jury room.

Mr. Critchelow—Oh, I didn't say he told me anything.

Mr. Dyer—I want to know who has been exposing the secrets of the grand jury room. I will answer your question now. I did not make the statement you have repeated. I stated that there were times when I might have gotten some of the defendants if I had followed up some of the men who were dealing with me, and who had to see them; it is a question whether it was proper for me to do that; I was in contact with the representatives of these defendants; I have no money to prosecute the detective service necessary to find the defendants in this civil suit.

Mr. Dyer continued his testimony—The money I have from the Church aggregates over \$240,000, which is deposited in three banks; when I was to receive the money on the compromise, in July, I took a note, which was paid, with \$2300

or \$2400 interest in October; have loaned none of the money in any other way; have advanced some money to the attorneys; expect to receive no money from the banks for the use of the funds deposited there; I had two clerks in the receiver's office for about a year; Mr. Moffatt was the principal one; Mr. West did some running about; I do not consider him a competent clerk, and did not pay him as such; I think I had sufficient to do to employ him. (The report of the expenses of the receiver for the first year, and Mr. Dyer's testimony before Judge Sprague, were offered in evidence.) I did not take possession of the stone quarry in Little Cottonwood canyon; we intended to do so; it was not a part of the compromise that no more suits should be brought for real property, on my part; I do not know the effect of the decree, but I understood we could follow any property, real or personal, which the Church had; I understood that the \$75,000 was to be paid either in cash or cattle and other personal property; the idea was that the Church would turn over what property it had; we were to take the cattle on hand at the price inventoried; I demanded interest on the street railroad stock from March 8, 1887, and obtained it; did not obtain interest on any other stocks.

To Judge McBride—I have made no claim for any distinct sum as compensation; my object in trying to arrange with both sides was to obviate any controversy or the taking of testimony; that was the reason I got the letters; I talked with these men before I wrote to them; I saw Mr. Richards because he represented the defendants, not because I expected any favors from him; I saw no impropriety in it, or in going to the Attorney-General; Mr. Richards never suggested that as a result of his consent to \$25,000, he might receive favors; nor did I intimate that his consent might be beneficial to his clients; I thought that if the parties agreed to a reasonable amount, that the court would not object, and that was the purpose of my efforts to have them agree. I supposed in my dealings with Mr. Pickard that he was a heavy sheepowner; he was generally understood to be in a prosperous financial condition; the sheep got from Armstrong were not tithing sheep, but were given in lieu thereof, and were of much better grade; I now consider the arrangement with Mr. Pickard an advantageous one under the circumstances.

Recess till 2 p.m.

In the afternoon, the petitioners called

J. S. M'BETH,

who testified that the tithing grounds at Payson were worth \$2,000; called Mr. Dyer's attention to some hay there; saw 100 head of Church cattle there a few days ago.

To Judge McBride—I suppose the hay was put there in 1887; the cattle were branded with the Church brand; I don't know who holds the legal title to the tithing yard at Payson.