

Church by the throat, and he pressed them to the wall with all his strength. The government officials at Washington agreed to forward the case, and with this inducement the Church paid over \$25,000 more than it had to get the decree. Mr. Dyer succeeded in getting what he demanded; the Church got the case forwarded by sacrificing \$25,000. Let those who criticize Mr. Dyer turn and criticize the government, whose the responsibility is. The issue was between the government and the Church, and Mr. Dyer cannot be held responsible. Why is there no criticism for the government counsel, and Mr. Dyer made the scapegoat? It is an effort to enforce vicarious punishment, making Mr. Dyer answerable because the attorneys for the government permitted a final decree?

The question of compensation seems to cut a much bigger figure than whether the government will or will not get any money from the Church. I think Mr. Dyer's course was as energetic as it possibly could be under the circumstances. If he had pursued the course these parties wanted him to he would have been ten times more open to criticism. There is nothing against Mr. Dyer in this matter, and whatever failure there is with his attorneys whose advice he followed. Whether any more property can be followed, is a question between the government and the Church. As to why Mr. Dyer did not report the details of how he got the property, it was not his duty. He was to report the property he got, not how he got it, unless the court requested it.

There is not a line of testimony to show that Mr. Dyer kept anything secret. It all got into the newspapers, and much more than should have been. The court ordinarily trusts its officer, and I think it ought to, for attorneys are usually honest. There is nothing to show that a word was said to mislead anybody. I agree with Mr. Richards, that if Mr. Dyer had endeavored to get the property in the way the petitioners suggest, they would have got nothing out of it. There would have been no property to quarrel over. Every man connected with the taking of the property has worked energetically, and if any one should grumble it should be the defendants.

There are many here who believe, with Judge Powers, that the escheat of the property was illegal. It was disapproved everywhere. Whatever the government got it took by force. The Church, in endeavoring to retain its property, not only had the sympathy of its own members, but of a great many others who did not approve the confiscation. The receiver worked stealthily, and employed an attorney evidently qualified for that purpose. Their success is one of the marvelous events of the century. They absolutely forced the members of the Church to put their hands into their pockets and pay \$25,000 which they said the Church did not own.

Then Mr. Dyer asked for compensation. The word "odium," used by Mr. Auerbach, has a meaning, and

when Mr. Dyer wrung property from the "Mormon" Church he received the "odium" of 150,000 people.

Then the hounds began to bay at Mr. Dyer because he was getting something they were not. The hullabaloo is raised because somebody thinks Frank Dyer, Mr. Peters and Mr. Williams were going to get paid. I want money, but I would not go through the mill F. Dyer has gone through for \$25,000. Somebody is envious that he is going to get some money; that is all there is of it, and that is the basis of this prosecution. Because Mr. Dyer tried to agree with both parties so there would be no contest, he is to be classed as a great rascal! I think this racket has cured him of any desire to be a receiver for a Church corporation. This being hounded by men whom he supposed were just and true is such that he would not go through again for the whole amount he said he thought his services were worth. In cases where men are mere figure-heads, railway receivers, they get much larger sums for the responsibility alone.

During the time of the alleged delay in the receiver's work, he and his attorneys were laying their plans for future work, which was developed. There is nothing of blame connected with them in this matter, but they are worthy of commendation.

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followed, making the closing argument for the petitioners. He said the petition of the school trustees charged one set of facts and the court changed the basis upon which the investigation was held from them. The first allegation, as to the sheep being rented at 20 cents when the customary price was from 40 to 50 cents, had been proven; the next allegation of the petition was as to the compromise of the suits, and he asked for a finding upon this to the effect that the petition and representations made to the court were misleading. A great deal of stress had been laid on the perishable character of the goods, but he was of the opinion that at the time of the compromise the property was worth \$200,000, and any persons who took it after that time were responsible for it. Their contention was that no effort was made to find it.

Mr. Critchelow contended that the testimony fully showed that there was in existence property which the receiver had made no effort to obtain. Judge McBride affected to be surprised at the magnitude of the property recovered. In his view, it was more surprising that he didn't get the three millions which the Church was said to have. Judge Powers' apology that because an officer thought a law was harsh he should be lax in enforcing it was a very poor one. He asked for findings as to all the specific charges in the petition and also that the Receiver had made claim for \$25,000 compensation. In so far as a man could urge a claim upon a court, the receiver had urged this claim for \$25,000. He also held that it was excessive, unconscionable, and not made in good faith. The statement

made to witnesses, and upon which they based their estimate, was not a fair statement, and was therefore an intentional suppression of the truth. Mr. Richards, evidence was to be taken with a great deal of allowance. He closed by stating that he would draw up the findings which they asked for and present them on Monday.

An adjournment was taken till 2 p. m. Feb. 18.

The article introduced in evidence by Judge Powers, Feb. 16, from the *Tribune* of July 11, 1888, reads as follows, with figures in the original article left out:

"A Large Sum Escheated. Receiver Dyer has Recovered a Vast Aggregate. All Sorts of Property Reclaimed. Demands made yesterday and agreements to turn over a total of \$790,666.15. Fraudulent transfers.

"Last Saturday when the *Tribune* published that the Church Farm, valued at \$150,000, had been turned over to Receiver Dyer, that bit of exclusive information was the talk of every one on the streets, and the fact that the good Mormon papers did not contain the news caused many of the good Saints to doubt the truth of the surrender, especially as the Bishops had been untiring in their efforts to convince the people that the farm had been sold in good faith to Francis Armstrong.

However, when again yesterday morning \$157,666.15 was paid in to the receiver for property fraudulently transferred March 2, 1887, the public seemed to catch its breath as if to say, "That settles it, the receiver has it all now." But not so, as the result of yesterday's search shows that Receiver Dyer's big day was reserved for the last. In fact, yesterday was a red letter day in the receiver's office. During the morning hours a demand was made for the 30,000 head of sheep alleged to have been transferred March 2, 1887, but not delivered until May. A strong kick was made, or rather as strong a kick as could be expected from a dying monster, but availed the monster not. The sheep answered the call and agreed to report at the receiver's fold on a certain date.

Then came a demand for \$75,000 worth of cattle transferred in a similar manner. Another flounder was made by the expiring monster, a struggle, a kick and a surrender of the cattle followed, and henceforth the cowboys will answer to Marshal Dyer for the mavericks they brand.

"Owing to the rush of the business and the crowding of the various properties and interests upon the receiver at this time, and further owing to the necessity for him (the receiver) to report at Washington immediately, he took a contract for the delivery of the sheep and cattle on Sept. 1st. The agreement is signed by responsible parties.

"Still wanting more: Not satisfied with these mortal grips upon the vitals of the monster, Receiver Dyer last evening made another raid with results which simply took from the old structure a large por-