

I knew of a stipulation of the transfer of personal property to the Stakes; the transfers of real estate we found by research; as to the \$268,000 worth of personal property, which had belonged to the Church, we believed it had been deeded away to evade the law; the first records of title to real property that were examined were those relative to property in Salt Lake County; that took some time; we labored quietly because I did not want the county recorder to know my purpose; our antagonists, I thought, were endeavoring to defeat us; we had a proceeding by writ of assistance in the original case; it was against Bishop Preston, Col. Winder, Gen. Burton and other defendants; we took that proceeding to determine the title to certain personal property about the tithing office, the surrender of which was refused; the petition for the writ of assistance was made by the receiver; we took no steps to make the Stake Associations parties to the main suit; it did not occur to me; I heard the feasibility of such a proceeding was suggested a few months ago; we might have got an injunction restraining them from disposing of the property they had received; that view of the case did not occur to me; it appeared at the outset that litigation would have to be resorted to for all the property; we took steps to investigate where the property in the different Stakes was to be found; there were a number of persons sent out for this purpose; Mr. J. H. Wolcott was out for some months before the compromise was entered into; he took charge of the Church farm later in the summer; before then he had been to the southern part of the Territory; he reported from time to time; I think the first trip to Emery and San Juan counties was in April, 1888; he was also in Summit, Wasatch, Morgan, Sanpete, Sevier, Utah and other counties in pursuit of property; he gathered some testimony, but generally met with obstacles in all directions; I don't know whether any one else was sent from this city, but there were others in various localities from whom the receiver obtained information; we obtained no information, prior to the compromise, that justified the bringing of suits; there was a suggestion of suits; there was a suggestion to test the title to a ward meeting-house in Salt Lake City, as it was held by the ward association; that was a matter belonging to the main suit; it was our duty to take all Church property; the law only escheats real property; we took property that was exempt; we expected but a nominal rent for the Temple Block, because it was notoriously used for public worship; we did not find property in Cache and other counties that had been deeded by the Church to other parties; there was property that we believed was held for the Church; there was no property situated like the Church property in Salt Lake County; the title was all in private parties, and had not been in the Church or by trustee, but I think the property was actually held for the Church; the representatives of the Church would not mislead us when not under oath,

but they simply would not tell, so we took proceedings to compel witnesses to talk; we did not summon witnesses from different localities, but had that in contemplation; we did not get that far in the case, that was all.

Mr. Baskin—Why didn't Mr. Peters summon those witnesses, and show his whole hand?

Mr. Williams—You had better ask him; I don't know. I think he hasn't had time up to the present.

Mr. Baskin—You knew it was important.

Mr. Williams—Certainly I did, and we worked as hard as we could under the circumstances; we contemplated calling witnesses from all the counties where there was Church property.

Mr. Baskin—How could Mr. Peters try the case without knowing all these facts?

Mr. Williams—He had in contemplation the calling of witnesses for that; the defendants made a substantial surrender, such as would warrant a final decree for the purposes of appeal; those in the government above Mr. Peters were satisfied as to this; the decree reserved for further action the properties still undiscovered; you are asking law questions, and I will give you a law lesson. [Mr. Williams then proceeded to explain the various legal phases of the case as it stood on the final decree.] Mr. Peters was not diverted from his purpose by the compromise; the question I will answer in my way if you will not interrupt me; the surrender of the property suspended the prosecution; Mr. Peters got the result of the litigation he was pursuing.

Judge Powers objected to Mr. Baskin's interrupting the witness, and protested that he should proceed in a gentlemanly, professional and courteous manner.

Mr. Baskin said he had not intended to do otherwise. He got a little warm, however, and when Judge Powers said he would object to his appearing at all, Mr. Baskin exclaimed "You can do that just as soon as you like."

At this point Judge J. R. McBride, having arrived from Washington, came in and took a seat beside Judge Powers.

Mr. Williams continued his testimony—I considered it the receiver's duty to secure all the property of the Church that he could find; in the inquiry concerning my compensation I said we had prepared to bring suits in several cases when it was stopped by the compromise; among these proposed suits was one for a part of the Wells property, several in regard to the Church farm, and several in regard to personal property; all of the property we expected to sue for was not delivered, but most of it in value was; we contemplate suits for property in Logan and elsewhere; we purpose going ahead when we have proper opportunity; we had a schedule of the personal property before the surrender on the compromise; it is much easier to say "why didn't you do this?" than to do it; we could not commence

suits without knowing something of what we wanted; the property was in the hands of those who would not tell us anything about it to save our souls from purgatory, and you know it; we did not know whom to sue, nor what for; to have proceeded as you have suggested would have been to enable them to effectually conceal the property so we could not get any of it; we had the inventory just before the compromise was settled; I first learned of the proposal to compromise in May, 1888, from the government attorney; I was familiar with the negotiations in certain portions; Messrs. LeGrand Young and F. S. Richards did the work for the Church, with Mr. Peters; there was continual contention between us; Mr. Peters was rather aggressive; the defendants were frank in their admissions of owning certain property; they proposed to surrender specific property and we wanted it all; they claimed that they did not own the outside properties you have referred to, and it would have to be settled by litigation; Mr. Peters insisted on getting all of the Church property; the property surrendered was accepted, but not as all the property.

Judge Powers objected to interrupting the witness.

Judge Harkness said Mr. Baskin was a little too rapid in asking a question before the witness got through with his answer.

Mr. Williams, continuing—The defendants claimed that they surrendered all of their property; it was not to end the original suit, and that is not the effect of the original decree; whether there were to be supplemental decrees escheating property of a personal nature was not discussed; there was some trouble in getting the property; there were no "high Church officials" present at any of the negotiations; Col. Winder and the attorneys were the principal parties to the arrangements; I was present when the final decree was entered; the compromise was made between the Church and the government, not the receiver; the receiver was subject to the agreement; the receiver made no compromise; he took all the property he could get, and proposes to pursue the rest as he can; there was an agreement to take \$75,000 for the property which was left of that which had been inventoried at \$268,000 more than a year before; I think the \$75,000 was a much larger result than we could have got by litigation; we could not have got the property otherwise, and I think the receiver had the duty to do the best thing under the circumstances, without consulting the court; it was his duty to take the most he could get; it would have been a fruitless search on the evidence we had, and we had used due diligence to get what there was; the findings of fact informed the court of the compromise; Mr. Hobson had to do with that; and I do not remember precisely what occurred; it is not exactly a compromise; the facts were laid before the court; I would refer you to the government counsel for more explicit information; it was