

report the liabilities of said estate and all claims against it, and from said claims were presented, also the assets of every estate and character of said estate; two days thereafter a citation issued from said court to said executors, who then fully developed made known to said heirs their conveyances to this defendant Trustee-in-Trust, as aforesaid, property so held by said testator in trust for said Church, also settlement and conveyances in liquidation of the said estate which had been allowed by and approved by the said Probate Judge in favor of this defendant has Trustee-in-Trust as aforesaid.

That after filing the petition at above named, and after the executors had made known to said beneficiaries under said will their portion in the premises, as aforesaid, the mothers of the various families named in the will then living, or a majority of them, and of all their children of the age of twenty-one years, in pursuance of a provision in said will, by petition filed in said Probate Court, May 7th, 1878, presented to and petitioned for the winding up and closing of said estate, and they then and there set and appointed as valuers to said will said executors in making a final division and allotment of said estate, A. O. Smoot, Nicholas Groesbeck and Theodore McKean, and on notified said executors, by filing of such selection and appointment, and sought a speedy settlement and distribution of the estate, and in pursuance of the provisions of said will and in compliance of all claims, causes of litigation and dispute, nearly all of the heirs, legatees, devisees and beneficiaries under said will, including the plaintiff, Emeline A. Young, agreed to and did execute to said executors, releases and covenants similar to the one signed by the plaintiff, by her attorney-in-fact Heber P. Kimball, a copy of which is attached hereto as part hereof marked Exhibit A.

VI. And this defendant says that by a writing of mutual releases and covenants, dated the 30th day of May, 1878, he, as Trustee-in-Trust aforesaid, and said legatees, devisees, heirs and beneficiaries, under said will, mutually released each other from all responsibilities on account of the said administration of the testator as Trustee-in-Trust aforesaid, and from all liabilities on account thereof, and of all the indebtedness of said testator to said church, and the said heirs, legatees, devisees and beneficiaries under said will of said testator, fully confirmed the settlement made between him as Trustee-in-Trust as aforesaid and said executors, and confirmed all the sales and conveyances of property as aforesaid, so conveyed by said executors to him as Trustee-in-Trust aforesaid, and released all their claim to or interest therein, and this too for the purpose, among other things, of forever quieting all differences and causes of litigation theretofore existing between said Church and the representatives, heirs, legatees, devisees and beneficiaries, under said will of said testator, and by reason of all which actings and doings, releases, covenants, etc., both of said parties are bound and forever estopped from going behind said settlement and conveyances. A copy of said release is hereto attached and made part hereof marked Exhibit B.

VII. That on the 15th day of December, 1877, the said plaintiff, Emeline A. Young, was then residing in the State of California and on said day she duly executed and acknowledged before John Hamill, a commissioner of deeds appointed by the governor of Utah Territory, for the State of California, a certain power of attorney to Heber P. Kimball, which was duly certified by said commissioner and is now on record in the Recorder's office for Salt Lake County, and a copy of which is hereto attached as part hereof marked exhibit C, in which the authorized said Kimball as her agent and attorney for her, and in her name, to receive her share of said estate, and to execute therefor releases, acquittances, covenants and other papers; and that in pursuance of said power of attorney, said Kimball acted as said plaintiff's agent, and for her did receive her full share of all of said testator's estate, amounting to \$21,000, and did for her execute all the foregoing named acknowledgments, receipts, releases, and covenants, both to said executors and to this defendant as Trustee-in-

Trust, whereby and wherefore said defendant says that said plaintiff is bound by the actings and doings of her said agent, and is forever estopped and barred from the maintenance of this suit or any recovery therein; and as he is informed and believes said plaintiff received said \$21,000 from her said agent.

VIII. This defendant further says that after allowing \$75,000 and other sums as credits on said Church account against the testator, before it was allowed by the executors and approved by the Probate Judge, and after said account was so allowed and approved for the sum of \$999,632.90, in further settlement of all differences and to promote a satisfactory settlement with this executors, legatees, devisees, etc., the further credit of \$300,000 was allowed by this defendant as Trustee-in-Trust as aforesaid, for said testator's service to said Church and corporation, thus reducing said claim to \$699,632.90, and this before the said mutual release by and between him and the said legatees, beneficiaries, etc., dated May 30th, 1878, was made.

IX. And this defendant further says, that the testator, President Brigham Young, in his life time, fully recognized his liabilities to said Church as its Trustee-in-Trust, not only as to his indebtedness aforesaid, but as to the property so held by him in trust for it, and by his last will directed his executors to pay all his debts and to make all proper conveyances, and settle all trusts, and by his oft repeated verbal statements acknowledged his liabilities for the property and assets of the Church so held by him, and thereby showed his good faith and honest purpose to settle his liabilities to said Church.

X. That this defendant and said Church corporation are both perfectly solvent and have the property subject to execution in this Territory, over and above their respective liabilities, amply sufficient to satisfy any judgment which plaintiff may obtain against either of them respectively, and that neither said defendant in his own right nor as Trustee-in-Trust, nor any authority of the Church, so far as this defendant knows, or is informed, or believes, has attempted to remove or sell, or convert any of the property, assets or estate of himself, or the said Church, with a view in any manner of hindering, delaying or obstructing the plaintiff in any remedy, or in the collection of any judgment which she might obtain against them or either of them. And this defendant denies, that so far as he or the said Church are concerned, there was or is any necessity or cause for the issuance of an injunction or restraining order, or for the appointment of receivers, or the taking in charge of the property in controversy by a receiver, or putting it under the special guardianship of the Court during this litigation. And defendant says that the bond executed by plaintiff is inadequate, either in amount or as to solvency, to secure said Church for the damages which may and are likely actually and legally to result from the improper issuing of said order, and the appointment of receivers with directions to take possession of the real and personal property of said Church, so received from said executors, and that if it be necessary to secure the said plaintiff in her supposed claim against any danger of the supposed fraudulent conduct of this defendant, or the aforesaid Church, such supposed danger could be avoided by ample bond, with good sureties, which will be forthcoming when required.

Wherefore this defendant asks judgment that the injunction and restraining order heretofore issued in this cause be dissolved and set aside, that the order appointing receivers be vacated and revoked, and that this action be dismissed at plaintiff's cost and for such other orders and relief as may seem meet to the Court and to equity may belong.

RICHARDS & WILLIAMS,
AURELIUS MINER,
W. N. DUSENBERRY,
Attorneys for the defendant,
John Taylor.

Territory of Utah,
County of Salt Lake.

John Taylor, being duly sworn, on his oath says, that he is one of the defendants in the foregoing entitled action; that he has heard read the foregoing answer, and knows the contents thereof, and that the same is true of his own

knowledge, except as to the matters therein stated on information and belief, and as to those matters he believes it to be true.

JOHN TAYLOR.

Subscribed and sworn to before me this 30th day of June, A. D., 1879.

JAMES JACK,
Notary Public for Salt Lake
County, U. T.

EXHIBIT A.
Release.

Whereas, George Q. Cannon, Brigham Young, and Albert Carrington, the executors of the late will of Brigham Young, deceased, at the request of all the surviving mothers and children of the age of twenty-one years, mentioned in said will, have consented to make a final division and distribution of the estate of said deceased.

And whereas, a final division and allotment of all the residue of the property, real and personal, belonging to the said estate has been made pursuant to and in accordance with the provisions of said will, by which division and allotment the property hereinafter described has been allotted to us, the undersigned, as and for our full share of the estate of Brigham Young, deceased.

Now therefore, in consideration of the premises, and of the conveyance, assignment and delivery to us by the said George Q. Cannon, Brigham Young, and Albert Carrington, the executors and trustees, as aforesaid, of the following described property, to wit:

All of lot (3) three in block (7) seven, plat "A," Beaver City survey, situated and being in 21 and 29 S R 7 west.

All of lot (5) five, block (30) thirty, plat "A," St. George City survey, with the buildings thereon, containing (128) one hundred and twenty-eight square rods, be the same more or less.

All of lot (2) two and (5) five in block (7) seven, plat —, Leeds City survey, containing (2½) two and one half acres more or less.

The undivided half of the following described property to wit: north-east quarter of section (8) eight, containing (160) one hundred and sixty acres; all that portion of the north-west quarter of section (8) eight, lying south of the centre of the Territorial road, leading from Taylor's Mill to Ogden City, containing (110) one hundred and ten acres; south-west quarter of section (8) eight, containing (160) one hundred and sixty acres; all of section (17) seventeen, containing (640) six hundred and forty acres; north-east quarter of section (20) twenty, containing (160) one hundred and sixty acres; north-west quarter of section (21) twenty-one, containing (160) one hundred and sixty acres, situated in township (5) five, north of range (1) one, west district of Utah.

All of lot (7) seven and (8) eight in block (35) thirty-five, plat "A," Salt Lake City survey, containing (400) four hundred square rods, more or less.

Part of lot (7) seven, in block (36) thirty-six, plat "A," Salt Lake City survey, beginning at a point (5) five rods west of the north-east corner of said lot, thence running south (20) twenty rods, thence east (¾) three-fourths of a rod, thence north twenty (20) rods, thence west (¾) three-fourths of a rod to place of beginning containing (15) fifteen square rods.

Part of lot (8) eight in block (74) seventy-four, plat "A," Salt Lake City survey commencing at the northwest corner of said lot, thence running east five (5) rods, thence south (5) five rods, thence west (5) five rods, thence north (5) five rods to place of beginning, containing (25) twenty-five rods with the buildings thereon.

Part of lot (4) four in block (73) seventy-three, plat "A," Salt Lake City survey, commencing at the south-west corner of said lot, thence running north (5) five rods, thence east (20) twenty rods, thence south (5) five rods, thence west twenty (20) rods to place of beginning, containing one hundred (100) square rods with the building thereon.

All of lots from (1) one to (20) twenty being the whole of the block (19) nineteen, big field (5) five acre plot "A" with the buildings thereon containing (100) one hundred acres more or less.

All of lots ten (10) and (11) eleven block (15) fifteen, Big Field (5) five

acre plot "A" containing (10) ten acres more or less.

Part or lot (7) seven, block (75) seventy-five plat "A," Salt Lake City survey commencing at a point (26) twenty-six feet north and (165) one hundred and sixty-five feet west from the southeast corner of said lot, thence running north (69) sixty-nine feet, thence west (20) twenty feet, thence south (69) sixty-nine feet, thence east (20) twenty feet to the place of beginning, containing (1380) thirteen hundred and eighty feet.

Real Estate deeded to the undersigned and enumerated in will of the late Brigham Young appraised at \$64,950.00.

Sundry articles of personal property as per account rendered valued at \$6,292.49.

894 Shares of Utah Southern Railroad Company's Stock.
334 Shares of Provo Manufacturing Company's Stock.

36 Shares of Zion's Co-operative Mercantile Institution Stock.

21 Utah Western Railway Cos. First Mortgage Bonds of the nominal value of \$1,000.00 each.

9 Utah Southern Railroad Cos. First Mortgage Bonds of the nominal value of \$1,000.00 each.

W. D. Roberts' note dated March 18th, 1877 at 6 months and interest valued at \$1,180.00.

John Reading's notes five of \$1,000.00 each secured by mortgage valued at \$2,000.00.

Jos. Woodmansee note dated July 31, 1876, and interest secured by 82 shares of Z. C. M. I. stock, valued at \$3,838.60. Cash to balance \$355.91. The whole aggregating one hundred and eighty-nine thousand (189,000) dollars, and of one dollar to us in hand paid by the said executors, the receipt whereof is hereby acknowledged, we, Ella Elizabeth Young Empey, Marinda Hyde Young Conrad, Hyrum Smith Young, Emeline A. Young, Louisa W. Young Ferguson, Lorenzo D. Young, Alonzo Young, Ruth Young Johnson and Adela Elvira Young, constituting class Three (3) under the said will, the undersigned legatees under said will, do hereby acquit and release the said executors and trustees and each of them, their heirs, executors, administrators and assigns, and the heirs, executors, administrators and assigns of each of them, and their successors in office of executors and trustees under said will, of and from any and all claim and demand of whatever description we may have or hold as legatees or devisees under said will, or as heirs at law of the said deceased, against said estate, or against the said executors and trustees, or either of them, as such executors or trustees under the said will, and as against any and all other claim or claims, demand or demands, of whatever description we may have as legatees or devisees under the said last will of Brigham Young, deceased, or as heirs at law of the said deceased, we hereby covenant and agree to hold the said executors and trustees, their heirs, executors, administrators and assigns, and their successors in office as such executors and trustees under said will, free and harmless.

And we do hereby for ourselves, our heirs, executors, administrators and assigns, further covenant and agree to and with the said George Q. Cannon, Brigham Young and Albert Carrington, executors and trustees as aforesaid, their heirs, executors, administrators and assigns, and their successors in office as such executors and trustees under said will, that if the fund reserved shall not be sufficient to liquidate and pay all the debts, claims and demands against the said estate, and all the costs and expenses of administration and of closing said trust, we will, in such event and upon demand, pay an equal and just proportion of any deficiency that may remain, estimating such proportion by the amount of property received by all the legatees and devisees under said will.

In witness whereof we have hereunto set our hands and seals, this fifteenth day of June, A. D. 1878.

Signed, sealed and delivered in the presence of W. A. Rossiter, W. K. Conrad,

ELLA E. YOUNG EMPEY,
MARINDA H. YOUNG CONRAD,
HYRUM S. YOUNG,
EMELINE A. YOUNG,

By H. P. Kimball, attorney in fact.

LOUISA W. Y. FERGUSON,
LORENZO D. YOUNG,

By H. S. Young, attorney in fact.

RUTH Y. JOHNSON,
By H. S. Young, attorney in fact.

HYRUM SMITH YOUNG,
Guardian and trustee for and in behalf of Alonzo Young and Adella Elvira Young, minors.

Territory of Utah,
County of Salt Lake. } ss

I, Angus M. Cannon, Recorder in and for said county, do hereby certify that the above and foregoing is a full, true and correct copy of the above and foregoing release as recorded in my office in Book "B" of agreements, etc., pages —, June 7th, 1879, at 9 a. m. This the 25th day of June, 1879.

[L. S.] ANGUS M. CANNON,
Recorder Salt Lake County.

EXHIBIT B.

This indenture, made the thirtieth day of May, A. D., 1878, between John Taylor, Trustee-in-Trust for the Church of Jesus Christ of Latter-day Saints, of Salt Lake City, Salt Lake County, Utah Territory, of the one part, and Mary Ann Angell Young, Lucy Ann Decker Young, Emily D. Partridge Young, Clara Decker Young, Eliza Burgess Young, Margaret Peirce Young, Zina D. Huntington Young, Harriet E. Cook Young, Harriet Barney Young, Mary Van Cott Young, Susannah Saively Young, Eliza R. Snow Young, Naama K. J. C. Twiss Young, Martha Bowker Young, Augusta Adams Young, Harriet Amelia Folsom Young, all of Salt Lake City, Salt Lake County, Utah Territory, and Lucy Biglow Young, of St. George City, Washington County, Territory aforesaid, and Elizabeth Young Ellsworth, Vilate Young Decker, Brigham Young, Jr., Hiram B. Clawson, for Alice Young Clawson, deceased, Luna Young Thatcher, and John Willard Young, of Salt Lake City, Salt Lake County, and Brigham T. Young, Elizabeth Young Brown and Mary Ann Ayers Young, of Sanpete County, and Margaret W. Young, of Salt Lake City, Salt Lake County, and Clara Stenhouse Young, of Richfield, Sevier County, and Heber Young, Fanny Caroline Young Thatcher, Ernest Irving Young, and Shamira Young Rositer, of Salt Lake City, Salt Lake County, and Arta D. Crista Young, of Logan City Cache County, and Ella Elizabeth Young Empey, Marinda Hyde Young Conrad, and Hyrum Smith Young, of Salt Lake City, Salt Lake County, and Emeline A. Young, of the State of California, and Louisa W. Young Ferguson, and Lorenzo D. Young, of Salt Lake City, Salt Lake County, and Emily Augusta Young Clawson, Caroline Young Croxall, Joseph Don Carlos Young, Miriam Young, Josephine Young Jenette, Richards Young Snell, and Nabby Howe Young Clawson, of Salt Lake City, Salt Lake County, and Dora Young Woodruff, Susa Young, and Ruth Young Johnson, of St. George City, Washington County, and Alfalea Young, Brigham Morris Young, Zina P. Young Williams, Oscar Brigham Young, Julia Young Burton, Mark Croxall for Mary E. Young Croxall, deceased, Maria Young Dougall, Willard Young, Phebe Young Beattie, Evaline L. Young and Mahonri Moriamcume Young, of Salt Lake City, Salt Lake County, all of the Territory of Utah, with the exception of Emeline A. Young who is of the State of California, and others whose names are undersigned, heirs-at-law of the late Brigham Young, deceased, of the other part, witnesses: That whereas, on the tenth day of April, A. D., 1878, George Q. Cannon and Brigham Young of the executors of the last will of Brigham Young, deceased, conveyed, assigned and delivered to the said John Taylor, Trustee-in-Trust as aforesaid, the property, real and personal, hereinafter described, for and in liquidation and payment of sundry claims held by said Church of Jesus Christ of Latter-day Saints against the estate of said deceased, and in consideration whereof the said John Taylor, Trustee-in-Trust as aforesaid, did, at the date thereof, and does hereby for himself and his successors in office, release and absolutely and forever discharge the executors aforesaid and the said estate of and from said claims and demands.

Now, therefore, in consideration of the premises and of the sum of one dollar to each of them in hand paid by the said John Taylor, Trustee-in-Trust as aforesaid, the

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