DESERET EVENING NEWS.

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CHARLES W. PENROSE - EDITOR

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PEOPLE'S TICKET.

For Delegate to Congress,
JOHN T. CAINE.

THE DEEP CREEK RAILROAD FRANCHISE.

THE granting of valuable franchises to the promoters of the Deep Creek railroad project was greeted by them with joyful acclamations. Of course. It was worth heaps of money to those who have secured it. They have been active and shrewd and were evidently acquainted with the most likely means to effect their purpose. They are to be congratulated on their success.

This railroad ought to be of great material benefit to this city, as it will be, no doubt, to the country through which it passes and the mineral regions it will tap. Salt Lake ought not to complain of more railroads, for competition in these lines will in all probability cheapen transportation, and help to increase the sum of the city's wealth by opening new avenues of communication with people and places that will contribute to its trade.

We think, however, that a mistake was made in not giving heed to the protests against granting the new railroad the right of way along Eighth South Street, which is already occupied by one line and will be made still worse than it is now for the travelling public to and from Liberty Park. If it had been given passage on Tenth South, we believe the public interests would have been better preserved without causing great detriment to the railroad enterprise.

The numerous protestors against giving up the Old Fort block, among whom are many prominent "Liberals" who are property holders and permanent citizens, will doubtless feel highly complimented by the comments of the "Liberal" organ. It calls their sensible petition "the sorriest humbug on earth." The City Attorney will also be delighted with this sort of "Liberal" argument (?) against his opinion that the granting of the petition for that block would be "illegal."

We hope the blocks intended for parks—such as remain to the city—will be held for the purpose, even though the municipal authorities do not feel justified at present in spending money to beautify them. They will be needed for the object intended and time will show the wisdom of keeping them for the public and not devoting them to private uses.

And a warning just here and now will be timely. The Deep Creek railroad people still intend to push for depot grounds. That is all right on their part. But it will not be all right if complaisant city councillors become too ready to move as these shrewd men desire. The new railroad must have a depot somewhere, of course. But it does not follow that the City Council should defy public opinion to please them, or give away valuable land for private purposes.

A union depot in some proper and convenient place will be a good thing. All the railroad companies are interested in this. One should not be favored above the rest. As far as possible the traffic should be limited to certain localities, that the public streets may be preserved from obstruction and the property adjacent from deterioration in value. The public will do well to keep open eyes on this matter and the protestors to keep from falling asleep on the Old Fort block question.

We hope the Deep Creek project will be successful in every way that will not infringe upon public rights and the general welfare. We favor the enterprise much, but we regard the public interest more. Let us have railroads by all means, but let us not lose sight of that self-preservation which, in public as well as private affairs, is the "first law of nature."

A JOURNALISTIC BUZZARD.

YESTERDAY the morning anti-"Mormon" organ, of which the "Liberal" candidate for delegate to Congress is the editorial head, made a bitter and brutal assault upon Mr. C. P. Huntington, of San Francisco, and directed toward that gentleman a homily on morality. The displeasure of the "Liberal" organ was excited against Mr. Huntington because of his saying a good word for the "Mormon" people. We took occasion to point out that a moral lecture from such a source was both absurd and disgusting. To prove the point we made the following quotations from the columns of our foul and inconsistent contemporary:

> "Apropos of the new and petty war recently started by the municipal government on the women of the town, the liquor dealers and the gambling fraternity, one of the 'enemy' said to us the other day: 'It may be a hard thing to say, and perhaps harder still to maintain, but I believe that billiard halls, saloons and houses of ill fame are more powerful reforming agencies here in Utah than churches and schools, or even than the *Tribune*. What the young Mormons want is to be free. So long as they are slaves, it matters not much to what or to whom, they are and they can be nothing. Your churches are as [illegible] as the Mormon Church. Your party is as bigoted and intolerant as the Mormon party. At all events I rejoice when I see the young Mormon hoodlums playing billiards, getting drunk, running with bad women—anything to break the shackles they were born in, and that every so-called religious or virtuous influence only makes the stronger. Some of them will go quite to the bad, of course, but it is better so, for they are made of poor stuff and since there is no good reason why they were begun let them soon be done for, and the sooner the better. Most of them, however, will soon weary of vice and dissipation, and be all the stronger for the knowledge of it and of its vanity. At the very least they will be free, and it is of such vital consequence that a man should be free, that in my opinion his freedom is cheaply won at the cost of some familiarity with low life. And while it is not desirable in itself, it is to me tolerable, because it appears to offer the only influence most strong enough to seduce men out of slavery into freedom.'"

The foregoing remarks, made by a "Liberal" to the editor of the organ of that party, were thus editorially endorsed:

> *"Freedom is the first requisite of manhood, and if it can be won without so much cost so much the better. If it can't, [illegible] win the freedom. It is not you who are responsible, when it comes to that; it is those that have enslaved you."*

It needs no argument to prove that a moral lecture from a journalistic source from which could issue a theory so utterly and horribly repugnant to every sentiment of purity, is simply a piece of unadulterated hypocrisy. The same paper, in this morning's issue, makes an attempt to set up a defense. It need not be said that it is totally abortive. It is more than that; it still further proves the main point made by us yesterday. We here insert what it presents as an apology for advocating a curriculum selected from the programme of vice to enable young "Mormons" to graduate into "Liberal" freedom:

> "At that time a high official of the Mormon Church, who had been a prominent member of the Mormon community for many years, was convicted in a priestly court of a series of crimes so loathsome that it is impossible to state what they were. He was convicted in a Church court, made to give up his office, and sent out of the city. He ought to have gone to the penitentiary, but his crime was concealed until he got away, as is every other crime among Mormons when it is possible to keep the matter still."

That there was an instance of immorality on the part of a local Church official is admitted. It is also true that he was put upon trial for his fellowship before a Church court in the locality where the offense was alleged to have been committed. The court which investigated the case adjudged that the charge was sustained and the accused was excommunicated from the Church of Jesus Christ of Latter-day Saints. The action was officially published in the columns of this journal, as can be proved by reference to its files of the date in question. The person referred to had resided in this city, but was at the time the offense with which he was charged was committed and subsequently a resident of another part of the Territory. He was also indicted and tried under the law in the district where he was located. All this was a matter of public notoriety at the time, and proves the utter falsity of the *Tribune* statements quoted above regarding the case. All that paper has proved by alluding to this incident—besides showing its own propensity to falsify—is that the "Mormon" Church does not tolerate immorality in its members, and that "high officials" are not exempt from this rule.

Falsehood is both immoral and cowardly, and we will quote another alleged incident offered by the *Tribune* as an excuse for advocating the grog shop, the gambling den and the brothel as the means by which the young men of the "Mormon" Church should sink into the slough of "Liberalism." We again quote:

> "About the same time a woman was brought here, and under the process of the court the question was asked her who the father of her child was. She declined to answer. She was sent to the penitentiary for contempt. She was made a martyr at once. The NEWS was furious in its denunciations of the barbarity of courts that would send a woman like her to the penitentiary because there was so much womanhood in her that she would go to prison rather than give evidence which might convict and send her husband to prison. The good and charitable Mormon people sent her bedding and fruits and flowers and delicate food. They made all of the case possible until it transpired that the reason she would not tell the name of the father of her child was because the father of the child was her own father."

The unadulterated diabolism and brutality of the foregoing causes one to be inclined to the opinion that there may be individual instances which illustrate that the doctrine of total depravity is not entirely groundless, and that at least one specimen in point can be found in the office of our groveling contemporary. There were several instances associated with cases under the Edmunds law of plural wives who were placed on the stand by the prosecution to give evidence against their husbands. When such was the case it several times occurred that the witness declined to tell who was the father of her child, in order to screen her husband. She thus simply exhibited a womanly trait, a characteristic of her sex, planted there by the Creator, and for which she is not responsible. A true woman will defend her husband—the object of her affections—at the risk of her own comfort and safety. Hence several, in some instances accompanied by young babes, were sent to prison. The vile and utterly villainous statement to the effect that there was any such reason for refusing to answer as to the paternity of a child, as that stated by the advocate of drinking, gambling and prostitution as reformatory agents, is destitute of an atom of foundation. The court and prison officials are aware that we now speak the truth, and cannot but regard the publisher of a libel so infamous with abhorrence.

We thought at the time, we think now and always expect to entertain the opinion, that the imprisonment of women not even accused of crime and in some instances of infants, was, under the circumstances, a grave departure from civilized usage. We have never sought to disguise our views on the subject, and we happen to know that they have been and are shared by many thoughtful and consistent non-"Mormons."

The same article of this morning contains other statements of a similar nature. They have no element of truth in them, but space precludes the practicability of taking them up and demolishing them seriatim.

The filth-soaked scribbler goes on in this fashion:

> "And a man who had been a Mormon, who had been a Mormon missionary, who knew all about the institution, one morning, meeting the writer in the *Tribune*, declared that it would be a mercy and an act of saving grace for young Utah to take up the views which pertain to humanity and practice them rather than to be involved in such a cursed work as was going on around us. His words were dressed up and put in print with some comments."

Yes. The man had been a "Mormon," and had even been a "Mormon Missionary." He had drank the reeking cup he prescribed for the young members of the Church. He had swallowed the horrible decoction which the editor of the *Tribune* said was good medicine, and was cut off from the "Mormon" Church. He himself was a terrible example of his own theory, being a human wreck, and he and the *Tribune* editor call his condition freedom. What a calumny upon the sacred name of Liberty!

The very remedy which such characters would apply as an antidote to "Mormonism" is a high compliment to its morality. The claim set up in justification of such advocacy sets all the rules of reason and logic at defiance. It means that in order to cure immorality you must seduce those who are immoral into the paths of vice. It means that in order to increase moral purity you must swell the proportion of immorality in its most repulsive forms. The secret of such advocacy is this: That young "Mormons" who are seduced from the paths of sobriety and virtue, as a rule, join the "Liberal" ranks and are received with open arms by the *Tribune* gang.

THE PROFFERED BRIBE.

YESTERDAY the NEWS exposed a piece of "Liberal" corruption—the creation of the office of deputy treasurer with which to purchase the votes of the members of the Federated Trades Union. Such a political "sticker" is in the nature of bribery. The question of selecting a candidate for the office was under consideration yesterday. We were in hopes that the fact would be denied, but it has not been. A morning contemporary comments upon the subject from a hypothetical standpoint; that is, "If the NEWS is correct in its information." The NEWS is correct in its information. We are waiting to see whether the proffered trade will be consummated.

PEOPLE'S POLITICAL MEETINGS.

Times, Places and Speakers in Salt Lake County.

Meetings in the interest of the People's Party will be held as hereinafter announced, and the public are respectfully invited to attend them. Committeemen and other active members of the party are requested to circulate the news and do all that is in their power to secure large assemblies and arouse general interest. The speakers will please take notice of their appointments, as they will not probably receive any other notification. In case of the inability of any speaker to attend he should at once inform the Secretary of the People's Territorial Central Committee.

Oct. 25. WEST JORDAN—Speakers: Hon. John T. Caine, Dr. Talmage, Heber Bennion, Albert Mabey and D. McKenzie.

Oct. 27. MILL CREEK.—Seymour B. Young, Alfred Caine, John C. Mackay, John W. Sharp.

Oct. 28. BIG COTTONWOOD, including EAST MILL CREEK.—John Nicholson, John M. Cannon, Ezekiel Holman and Thomas W. Russell.

Oct. 29. SUGAR HOUSE.—Royal B. Young, Richard Howe, I. M. Waddell, Heber Bennion.

Oct. 30. SOUTH JORDAN, including HERRIMAN.—Seymour B. Young, John C. Mackay, J. W. Eardley, Isaac Harrow, Jr., Jos. K. Williams.

Oct. 30. TAYLORSVILLE, including GRANGER.—F. A. Mitchell, Joe Reading, W. C. A. Smoot, J. L. Nebeker.

Oct. 31. DRAPER: B. F. Cummings, Jr., J. A. Oliver, Thomas Howell, S. L. Howard.

Oct. 31. RIVERTON, including BLUFF DALE: Joseph Felt, Robert Daynes, A. S. Geddes, Niels Lind.

Oct. 31. PLEASANT GREEN, including HUNTER: John C. Mackay, O. P. Miller, Heber Bennion, Wm. Bradford.

Oct. 31. MOUNTAIN DELL: L. G. Hardy, Christian Peterson, A. H. Woolley, George M. Spencer.

Nov. 1. MURRAY, including UNION and BUTLER: B. F. Cummings, Jr., W. W. Merrill, Royal B. Young, W. C. A. Smoot.

Nov. 1. BRIGHTON, including NORTH POINT: B. W. Driggs, Jr., Thos. Howell, Heber Bennion, Henry Crane.

Nov. 3. SANDY: S. A. Kenner, John Labrum, Barlow Ferguson, Christian Peterson.

All the meetings will commence at 7:30 p.m.

F. S. RICHARDS, Chairman.
D. MCKENZIE, Secretary.

MORE AWARDS.

Additional List of Successful Exhibitors of Stock at the Fair.

Subjoined are the additional official awards in the classes mentioned below, made to exhibitors of stock at the recent fair:

Division 4—Holsteins.

H. J. Faust & Son, city, best bull 3 years old, diploma and $25.

F. A. Mitchell, city, best bull 1 year old, diploma and $5.

H. J. Faust & Son, city, best bull calf, silver medal and $5.

F. A. Mitchell, city, best cow 3 years old, diploma and $25.

H. J. Faust & Son, city, best heifer 2 years old. Diploma and $10.

John R. Winder, city, best heifer 1 year old. Silver medal and $5.

F. A. Mitchell, city, best heifer calf. Silver medal and $5.

Respectfully,
J. W. SANBORN,
EDWIN D. WOOLLEY,
SAMUEL MCINTYRE,
Awarding Committee.

Division 5—Galloway.

L. G. Hardy, city, best bull 3 years old. Diploma and $25.

L. G. Hardy, city, best bull calf. Silver medal and $5.

L. G. Hardy, city, best cow, three years old, diploma and $25.

L. G. Hardy, city, best heifer, one year old, silver medal and $5.

L. G. Hardy, city, best heifer calf, silver medal and $5.

L. G. Hardy, city (sweepstakes), best herd of five head, gold medal and $25.

Respectfully,
WILLIAM WHITE,
SAMUEL MCINTYRE,
Awarding Committee.

Division 7—Red Polled.

James P. Freeze, city, best bull three years old. Diploma and $25.

James P. Freeze, city, best bull three years old. Diploma and $5.

James P. Freeze, city, best bull calf. Silver medal and $5.

James P. Freeze, city, best cow three years old. Diploma and $25.

James P. Freeze, city, best heifer two years old. Diploma and $10.

James P. Freeze, city, best heifer one year old. Silver medal and $5.

James P. Freeze, city, best heifer calf. Silver medal and $5.

James P. Freeze, city, (sweepstakes) best herd of five head. Gold medal and $5.

Respectfully,
BEN R. ELDREDGE,
WILLIAM WHITE,
W. D. WARREN,
Awarding Committee.

Division 8—Hereford.

White & Sons, city, best bull three years old. Diploma and $25.

Division 9—Fat Cattle.

White & Sons, city, best fat steer one year old; silver medal and $10.

White & Sons, city, best fat cow, one year old, diploma and $5.

Respectfully,
W. C. RYDALCH,
R. E. REX,
Awarding Committee.

Grand Sweepstakes.

Arthur Brown, city, best bull, beef breed, with three of his get; gold medal and $25.

F. A. Mitchell, city, best bull, milk breed, with three of his get; gold medal and $25. Respectfully,
WILLIAM WHITE,
W. C. RYDALCH,
R. E. REX,
Awarding committee.

BORN.

ROMNEY.—To the wife of George Romney, Jr., of the Twentieth Ward, this city, a daughter. Mother and babe are doing well.

THE FINDINGS.

Commissioner Stone Files His Report.

LONG AND DETAILED EXHIBIT.

In the Main it Confirms Judge Harkness' Report.

MR. DYER HELD RESPONSIBLE FOR THE COUNCIL HOUSE PROPERTY.

Clerk Hire Held to be Improperly Charged.

THE REQUESTS OF ATTORNEYS THAT WERE GRANTED AND DENIED.

Supreme Court, Territory of Utah, United States of America, plaintiff, vs. The late corporation of the Church of Jesus Christ of Latter-day Saints et al. defendants.

To the Supreme Court of the Territory of Utah:

By an order of the Court made on the 12th day of July, 1890, the undersigned was appointed a special examiner and commissioner in this cause, to examine the reports made by Frank H. Dyer, Receiver therein, also all his vouchers, contracts, transactions, acts and doings relating to his duties as such Receiver, and to make a full report to the Court of his conclusions of fact and law relating thereto.

In compliance therewith I proceeded on the 1st day of September, 1890, to take testimony respecting all the matters directed by said order, and from time to time continued such examination until the 18th day of October, 1890, when the same was completed.

During the examination the plaintiff was represented by Charles S. Varian, Esq., as counsel; the Receiver by Parley L. Williams, Esq., Messrs. Sutherland & Judd and Arthur Brown, Esq.; and the defendant by F. S. Richards, Esq., and LeGrand Young, Esq.

As a part of my report I herewith return to the court, certified to by me, all the testimony taken in the proceeding, with the documentary evidence and exhibits offered by the respective parties and received in evidence by me. In the progress of the hearing, the counsel representing the plaintiff offered in evidence, which was admitted without objection, the testimony and documentary proofs, exhibits, pleadings and proceedings in the examinations heretofore had under the order of the court by Special Examiners E. T. Sprague, Esq., and Robert Harkness, Esq. The testimony taken on such former examinations, with all the exhibits filed therein, are herewith returned as a part of this report. The greater part of the evidence taken by Examiner Harkness, also the testimony taken by me, relates to the conduct of the Receiver in making certain compromises respecting real and personal property claimed by the plaintiff, the United States, to be the property of the Church, defendant, and subject to escheat under the acts of Congress, known as the Edmunds-Tucker act and the anti-polygamy act of July 8, 1862.

I.

I find from all the evidence submitted that the statement of facts set forth in the report of Examiner Harkness, filed in this court on the 20th day of February, 1889, is substantially correct, and the facts relating to the conduct and compromises made by the Receiver prior to that date are so fully set forth in it that I deem it unnecessary to repeat them here. They are referred to and made a part of this report. The report of Examiner Harkness was submitted to this court, and, on the 2nd day of March, 1889, its decision was rendered approving his findings and conclusions of law. The evidence taken by me in most respects relates to the acts and transactions of the Receiver, which were investigated by Examiner Harkness. In a large degree it is but a repetition of the evidence relating to the acts and doings of the Receiver taken by that officer, and I find that it does not justify findings of fact and conclusions of law which would substantially differ from those found by him.

II.

On the 4th day of April, 1888, the Receiver commenced an action No. 7202 in the District Court of the Third Judicial District, Salt Lake County, Utah Territory, against Horace S. Eldredge, the Salt Lake Literary and Scientific Association, a corporation, and others. This suit was brought to obtain a decree of the court that all of lot 8, in block 76, plat A, Salt Lake City survey, known as the Constitutional Block, was at the time of its disincorporation the property of the Church defendant, and subject to escheat under the acts of Congress mentioned. A joint answer was filed by the said defendants in the suit, and it appears that the defendant, the Salt Lake Literary and Scientific Association, claimed title to the northeast corner of the lot in controversy, five rods by five rods, known as the Council House corner. During the pendency of this suit, the Receiver, with the advice of his counsel, entered into negotiations with the defendants for a compromise of the action, excepting and reserving from compromise that portion of the lot claimed by the defendant, the Salt Lake Literary and Scientific Association. As a result of the negotiations, on July 9, 1888, the Receiver filed in the Supreme Court of the Territory a petition, praying, among other things, for an order of the court authorizing him, upon the payment to him by the defendants of the sum of $39,241.15, to dismiss the suit, except as to that portion of said lot 8, in block 76, plat A, above described, and claimed by the Association defendant. On the date when the petition was filed, the Supreme Court made a decree by which, among other matters, it was adjudged that the Receiver be authorized and empowered to accept said sum in compromise and settlement of the suit, and to dismiss the same, or submit to the entry of a decree in favor of the respective defendants in accordance with the terms of his petition. After the entry of this decree, and as a result of the compromise and settlement which it sets forth, the attorneys for the defendants, Horace Eldredge and others, applied to the Third District Court for a decree in favor of the defendants, and on the 15th day of December, 1888, a decree was accordingly made by the court, by which it was adjudged "that the Receiver take nothing by his said action, and that the title of the property is now held by, and the same is adjudged to be in, the several parties defendant who held the same free from any trusts or conditions." The decree describes specifically the portions of lot 8, block 76, plat A, the titles to which are adjudged as vested free from any trusts or conditions in the several defendants, Henry Dinwoodey, R. B. Young, Joseph C. Young, John C. Cutler, Wooley, Young & Hardy Company, the Home Fire Insurance Company, Elias Morris, Caroline E. Dye, William A. Rossiter, Hyrum Clawson and J. H. Parry & Co.; but it contains no separate description of the Council House corner lot claimed by the defendant, the Salt Lake Literary and Scientific Association. Much of the testimony taken by me relates to the Receiver's responsibility, if any, for the making of this decree in the form in which it was entered. It appears on its face to be a final decree in favor of the Literary and Scientific Association and against the receiver, adjudging the title to the Council House corner lot to be in the association free from any trusts in favor of the Church defendant; and it would, unless modified in that respect, operate as a bar to any further claim made by the Receiver or the United States for the premises, as subject to escheat under the acts of Congress mentioned. It is not in accordance with the petition filed by the Receiver, reserving and excepting the lot claimed by the association from compromise and settlement. By the term of the compromise to which the Receiver and defendant in the suit agreed, and which was approved by the Supreme Court, no decree should have been entered in favor of the association. The action should have been continued for further trial as to it, or dismissed without prejudice to another suit by the Receiver to determine the title to the lot reserved.

Under these circumstances, I find that it was the duty of the Receiver to see that a proper decree should be entered in the suit, reserving from the compromise the Council House corner lot. It appears from the evidence that the value of this lot is forty thousand dollars or more. Whatever doubt may have existed respecting the ability of the Receiver to recover the property, I find that the duty still remained to reserve the right of action to recover it, and then he neglected to perform his duty as Receiver in omitting to have a proper decree entered in the suit. I find from the evidence, however, that in this transaction his neglect was not intentional, nor was it the result of bad faith on his part. The Receiver, from the time the decree in the Eldredge suit was entered until the giving of his testimony on this examination, believed that a proper decree, reserving his right to proceed against the association to recovery of the lot, had been entered. He had employed a competent and skilful attorney to represent him in the suit, and supposed that under the attorney's direction a decree in proper form had been entered. It appears from the evidence that either through a misunderstanding existing between his counsel and the attorneys for the defendant in the suit, respecting the form of the decree, or from the inadvertence, the decree was made in favor of the association, when the action should have been continued against it, or dismissed without prejudice to a new suit. While such facts relieve the Receiver from any charge of bad faith in the transaction, his responsibility would remain for any loss which the plaintiff, the United States, might sustain by reason of the decree, should it ultimately be determined that the Council House corner lot was property of the Church defendant which should have been recovered and held by him as Receiver subject to the future disposition of the court appointing him.

III.

Evidence was taken and is herewith returned, respecting the responsibility, if any, of the Receiver for the making of the agreed state of facts and the final decree filed in this suit on October 8, 1888. It appears by the evidence that at the time the agreed state of facts and decree in the suit were made, a verbal understanding or agreement had been entered into between the attorneys representing the government in the suit, Solicitor General Jenks and George S. Peters, United States Attorney, and F. S. Richards, and of the attorneys for the Church defendant, to the effect that the decree should be final between the parties; that the property of the Church described in the statement of facts and decree was all the property which it possessed and which could be claimed in any future proceeding as property which might be subject to escheat under the acts of Congress. That no suits or other proceeding should be brought or maintained by the government or the Receiver against the defendant or any persons claiming under it, to recover any other property than that described in the decree, and that the suits brought by the Receiver in the District Court for the Territory at Ogden to recover real estate in that city claimed by the Receiver to be Church property and subject to escheat, were to be dismissed.

The decree sets forth and describes apparently all the property of the Church constituting the subject matter of the suit, and the property which might be subject to escheat under the acts of Congress. No reservation appears to be made in the decree of any right which the government might have to maintain any other suit to recover Church property not named in it. The decree is in fact such as to create the gravest doubt whether any further suits or proceedings can now be maintained by the government to recover any other property of the church except the property which it in terms embraces and describes.

Prior to the making of this agreement of facts and the entry of the decree, the United States District Attorney G. S. Peters, who signed the agreement and assented to the decree in behalf of the government, had been, with the assent of the Attorney General of the United States, employed by the Receiver to assist and advise him as one of his attorneys in all matters pertaining to his receivership. His employment by the Receiver continued until after the decree was entered. At the same time the Receiver had employed as his principal attorney and adviser Parley L. Williams.

I find from the evidence that neither the Receiver nor his attorney, Williams, took any part or participated in the negotiations between the attorneys representing the government and church defendant, which led to the making of the agreed state of facts and the entry of the decree; that it was not the duty of the Receiver to see that a decree should be entered in the suit which should be in such form as would preserve the right of the government to pursue other property of the church not described in it. Should it ultimately be determined that the decree precludes the government from proceeding to escheat property of the church not mentioned in it, the responsibility of its entry rests with the attorneys for the government who signed the agreement of facts under which it was entered, and not with the Receiver.

IV.

On July 5th, 1890, the Receiver, in compliance with an order of the court, filed with the clerk thereof a report and account of his acts as Receiver from the time of his appointment in the month of November, 1887, until the filing of the report July 5, 1890. In this report a statement in detail is made by him of all real and personal property received by him and taken into his custody under the order appointing him Receiver, together with a statement of all moneys so received and of all disbursements made during his receivership under the orders of the court or otherwise. On Sept. 2, 1890, he also filed with the clerk of the court a further report and account of his receipts and disbursements to July 15, 1890, the date of the acceptance of his resignation as Receiver by order of the court. From month to month from January 1, 1888, until the acceptance of his resignation, he also made and filed reports of his receipts and disbursements, with vouchers for all moneys paid out by him as Receiver. I have carefully examined all these reports with the vouchers accompanying them, and find from them and the evidence taken by me that they contain a true statement of all property, real or personal, including moneys which came to his hands during his receivership, and of all disbursements made by him as Receiver. The real property in his custody consisted of block 87, plat A, Salt Lake City, known as the Temple block, which was delivered by him to the authorities of the Church defendant in pursuance of the decree of the Supreme Court in this suit. The real estate situated in said city, and known as the Tithing Office and Grounds, Gardo House and lot, what is commonly known as the Church Farm, situated in Salt Lake county, also an undivided one-half interest in the lands situated in Summit County, Utah Territory, known as the Church Coal Lands. The personal property received by him consists of 31,138 church sheep, 890 shares of Salt Lake City Gas Company stock, 1732 shares of the Deseret Telegraph Company's stock, herder's camp outfit at Chalk creek, consisting of horses, wagons, harness, household and kitchen furniture; 37,998 pounds of wool; office furniture in charge of James Jack, Salt Lake City; furniture in the Gardo House; office furniture purchased and used by the Receiver, and moneys amounting to the sum of $311,984.30. Out of this sum he has disbursed, and received and filed with the clerk of the court proper vouchers therefor, the sum of $84,[illegible], leaving a balance in money in his hands July 15, 1890, the date of the acceptance of his resignation, of $[illegible]. I find that all the real and personal property, including said balance of money, except a portion of the sheep, received by him during his receivership, has been delivered to his successor appointed by the court, Henry W. Lawrence, and proper receipts therefor taken and filed with his final report. He turned over to Receiver Lawrence 25,310 head of sheep, being 4848 head less than the original number received by him. The loss of a large number of them, together with a part of their increase, occurred during the severe winter of 1889, when from unavoidable exposure about 7250 of them died. At the time this loss occurred a large number of the sheep were, by orders of the court, herded by the Receiver. Under such orders, he employed experienced sheep herders to take charge of them; and from the evidence I find that he exercised all proper care and diligence in looking after and preserving them from loss. The destruction of so large a number of sheep was the result of the severity of the winter of that year, and it occurred without fault or neglect on the part of the Receiver or any one.

I find that the sum of $82,374.10, disbursed by the Receiver, was paid under the orders of the court appointing him. That the balance of disbursements, $22,548.79, were made without orders directing him to make them. With certain exceptions hereinafter noted, they appear from the evidence to have been necessary expenditures made by him during the period of his receivership to enable him to properly manage and preserve the property and funds in his hands, and to efficiently prosecute the various suits brought by him under the advice of his attorneys to recover property claimed to be the property of the church defendant. And I am of the opinion that all the items of disbursements set forth in his final account, with such exceptions, should be allowed.

I find that in July, 1889, the sum of $1500 was advanced by the Receiver to P. L. Williams, his attorney, on account of legal services rendered. No order of the court was made authorizing its payment, nor was any evidence presented to me on this examination showing it to be a reasonable compensation for the attorney or a proper disbursement.

The Receiver is therefore responsible for the amount thus paid, unless the Court, after taking further evidence, should approve the same.

I find from the evidence and the accounts filed by him, that during his receivership, from Jan. 1, 1888, to the month of June, 1890, he employed as his bookkeeper James Moffat at a monthly salary of $100. He has credited himself in his accounts, and filed vouchers therefor, with the sum each month paid to such bookkeeper.

It appears from the evidence that from the time of the Receiver's appointment until the close of the investigation of his conduct before Examiner Harkness, in February, 1889, the employment by him of a bookkeeper was proper and necessary to enable him to efficiently perform his duties. During such period the greater portion of his time and attention was necessarily given to the prosecution of the various suits instituted by him to recover the Church real and personal property; to the search for the investigation of the titles to Church property in various parts of the Territory, and to the examinations had before Examiners Sprague and Harkness. Without the assistance of a clerk or bookkeeper, during that period, I find that he would be unable to efficiently perform all his duties as Receiver, and I am of the opinion that the items of $100 per month paid to the bookkeeper from January 1, 1888, to March 1, 1889, should be allowed.

I find from the evidence that after March 1, 1889, the employment by him of a bookkeeper was unnecessary to enable him to perform his duties. After that date and until his resignation in July, 1890, his duties mainly and almost entirely consisted of receiving the rents of the real and personal property in his hands, the payment of the taxes thereon, and the disbursement of moneys expended by him in taking care of such property. The performance of his duties in properly keeping the accounts after the month of February, 1889, could have required of his time but a few days in each month.

I therefore find that the items of $100 per month from March 1, 1889, to June, 1890, amounting to the sum of $1550, paid to James Moffat, should either be disallowed or deducted from the compensation allowed the Receiver in the final adjustment of his accounts.

In disposing of the funds in his hands I find that in one instance the Receiver acted improperly. If loss to the fund in his hands had resulted therefrom his conduct would have subjected him to the severest censure. In his report filed July 5, 1890, it appears that on April 25th that year he appropriated to his private use $11,050 of the funds in his hands as Receiver; that he used this sum in his private business until June 25, 1890, when he restored $8000 with legal interest, the remaining $3000 with interest being returned to the fund by him on the 29th day of July, 1890. This use of money held by him in his private business was irregular and unauthorized and should not have been made.

In addition to the foregoing I know of no other matter or thing respecting which a statement of fact and conclusion of law should be made in this investigation of the conduct of the Receiver. I therefore respectfully submit this report, with the evidence and exhibits referred in, to the court for its consideration.

I return herewith and annexed hereto the findings proposed by the attorneys representing the United States, plaintiff, and the Receiver, with my refusal or allowance of the same endorsed thereon. To my refusal to report the findings so endorsed, the attorneys of the parties duly excepted. Respectfully submitted.

M. N. STONE,
Commissioner.

Requests for Findings by Receiver's Attorneys

In the Supreme Court, Utah Territory. The United States of America, plaintiff, vs. the late Corporation of the Church of Jesus Christ of Latter-day Saints et al., defendants. Before M. N. Stone, Commissioner.

The attorneys for the Receiver respectfully request the Commissioner and Examiner to make the following findings of fact and conclusions of law:

First—That the Commissioner has carefully examined the accounts kept by the Receiver, both of moneys received and of disbursements made by him; that the said accounts are correctly kept, and truly and fully state the receipts and disbursements and net balance.

[Allowed by M. N. Stone, Commissioner.]

Second—The Commissioner has received evidence touching the conduct of said Receiver, and his management of the estate committed to his charge, from the date of his appointment to the date of his resignation. That as to any objections to the accounts of said Receiver arising from the conduct of the said Receiver, this Commissioner finds that an inquiry was had before Robert Harkness, Esq., upon which he submitted a report, filed the 20th day of February, 1889, and upon that report a decree has been entered by this court, confirming and adopting the same.

[Allowed by me, M. N. Stone, Commissioner.]

Third—This commissioner finds that all the charges of conduct or misconduct, investigations into the value of his services, investigations into his alleged failure to collect other funds, investigations into the compromises made by him with persons representing the defendants, are concluded by that report, and the order of this court thereon, confirming the same.

That this Court has heretofore rendered a decree, determining all the aforesaid matters, and all the matters contained in the aforesaid report of Robert Harkness.

[Refused. The conclusiveness of the report and decree are matters for the Supreme Court to determine. M. N. Stone, Commissioner.]

Third—That this Commissioner has carefully examined all the proofs taken before Examiner Harkness, which were again submitted as evidence before this Commissioner and also a large amount of other testimony upon the same questions has been taken upon the said issues contained in the investigation before the said Robert Harkness. And this Commissioner finds that the said report of the said Robert Harkness was true and correct, and this Commissioner adopts as his findings the aforesaid findings of Robert Harkness, to the extent of the matters therein passed, the said additional proof not changing but confirming the truth of the said report.

[Refused because found in substance in my report. M. N. Stone, Commissioner.]

Fourth—That since the date of the filing of the said report and confirmation of the said order, the only charge of misconduct against the Receiver, that has been presented or called to the attention of this Commissioner, has been that upon one occasion he used $11,000 of the fund aforesaid; and this Commissioner finds that he did upon one occasion use that amount of property, which fact was disclosed by the Receiver himself in his testimony, and that he accredited the fund with interest thereon, at legal rate, for the time used by him, and returned the amount and interest to the fund; and this Commissioner finds that the fund in the hands of the Receiver has not suffered any loss or damage thereby, but has been increased and benefited by the amount of said interest. That he had received, before using this money, an order from this court, directing him to loan the same, upon certain security, as he was liable himself for all moneys in his hands and loaning out to himself was entirely within the order of this court.

[Refused except as found by me in my report. M. N. Stone, Commissioner.]

Fifth—The Commissioner further finds, as a matter of fact, that upon one occasion he advanced to his attorney, Parley L. Williams, for his services, the sum of $1500, although no allowance has yet been made covering the said sum so advanced. That the said attorney is pecuniarily responsible and should the sum allowed to him be less than the said $1500, the Commissioner finds that the Receiver would be liable upon his bond for the return of such difference between the amount allowed and the amount advanced.

[Refused except as found by me in my report. M. N. Stone, Commissioner.]

ARTHUR BROWN,
P. L. WILLIAMS,
SUTHERLAND & JUDD,
Receiver's Attys.

Requests for Findings by U. S. District Attorney.

In the Supreme Court of the Territory of Utah. United States of America, plaintiff, vs. the late Corporation of the Church of Jesus Christ of Latter-day Saints et al., defendants.

The United States, by its District Attorney, respectfully requests the Examiner to make the following findings of fact:

I.

The Receiver, after his appointment, retained and employed P. L. Williams, Esq., as his attorney; the said Williams was competent and capable of discharging all of the duties devolving upon him as the Receiver's attorney, and no necessity existed for the employment of an additional attorney; that the Receiver personally solicited the district attorney of the United States to take employment as his counsel, and sought and obtained permission of the Attorney General of the United States to employ the said district attorney, and thereupon did employ him; and the said district attorney acted as one of the attorneys for the said Receiver from ——188— until July, 1889. That said employment was improper, because it tended to deprive the United States, complainant therein, of the services of said district attorney, in the matter of the claims of the Receiver against the trust funds. That, in fact, upon the hearing before Examiner Sprague, in the matter of the compensation of the Receiver and his counsel, including said district attorney, the said district attorney refused to act for the government, or in any way to appear in its behalf, and in the subsequent investigation by Examiner Harkness of certain charges against the Receiver, the district attorney did not appear; nor was the United States represented.

[Refused because the matters contained in this proposed finding have been determined by the decision of the Supreme Court rendered March 2, 1889. M. N. Stone, Commissioner.]

II.

That the said Receiver has heretofore asked of the court compensation for his services as such, and has openly and notoriously claimed that the same were worth the sum of $25,000; and that, in pursuance of an order of court, made October 6, 1888, he procured testimony to be taken to substantiate his said claim, and for the purpose of enabling the said court to fix the same at the sum of $25,000. That the said Receiver, prior to the said hearing, induced the defendants to agree to make no objection to his claim, and that the agreement of the said defendants was evidenced in writing, signed by counsel for said defendants, and was delivered to said Receiver on or about October 31, 1888. And also endeavored to induce the Attorney-General to agree on some compensation without reference to the evidence or the court, and sought to influence the Attorney-General by *ex parte* statements and opinions theretofore sought by said Receiver, and to this end, without waiting for the conclusion of this examination, posted to Washington with two or three letters of opinion and the partial evidence of Groesbeck. That on said hearing the Receiver testified as to his services, and in many cases magnified the same, and stated them unfairly, which tended to deceive and mislead the Examiner and the Court, to whom such testimony was to be submitted. That other witnesses were called who were asked to estimate the reasonable value of his services, as stated by the Receiver and his counsel, and who thereupon estimated the same upon the theory that the evidence of said Receiver was fair and not exaggerated. That by this means the Examiner was induced and influenced to report, and did report, to the court, a finding that from the testimony adduced it was clearly shown that there should be allowed and paid to said Receiver for his services the sum of $25,000, and that the same was the reasonable value of his services. That on said hearing no testimony was offered except on behalf of the said Receiver. That the defendant withdrew its attorneys and plaintiff was not represented. That this state of things was brought about by the Receiver himself, whose conduct indicates that his intentions and desire was to have his own decision as to the value of his services confirmed without controversy. That in thus dealing with the court and the court found the Receiver was guilty of a lack of fidelity to his trust and appreciation of his duty.

[Refused for the reason that the matters contained in this proposed finding have been passed upon and determined by the decisions and decrees of the Supreme Court rendered on March 2, 1889. M. N. Stone, Commissioner.]

III.

That the instances in which the said Receiver unfairly states the facts connected with the services of the said Receiver are as follows, reference being made to the report of the examiner, E. T. Sprague, filed by him in this court on the 28th day of November, 1888:

First—On page 2, Witness Groesbeck was informed of an active pursuit of other property throughout Salt Lake City, county, and various portions of this Territory, extending over a considerable portion of the Territory, in the way of examining real estate, examination of titles in four or five different counties; inquiry and pursuit as to the location of herds of stock in various parts of the Territory. Whereas, the fact was that said Receiver made no active pursuit of property over any considerable portion of the Territory; that he did not examine real estate, or titles to real estate, in any case, the said labor being performed by the attorney for the Receiver. That he did not inquire after or pursue herds of stock in any parts of the Territory.

[Refused for the reason that the matters contained in this proposed finding have been passed upon and determined by the decisions and decrees of the superior court, rendered on March 2, 1889. M. N. Stone, Commissioner.]

Second—Said witness was also informed of the institution of some ten or a dozen suits with his attorneys, for the purpose of setting aside sales of real estate and personal property of large value, alleged to be fraudulently transferred, etc. the fact being, that the only labor performed by the Receiver in this regard was the attendance for some five or six days upon an investigation held by the United States Attorney before a commissioner, at which he was present a part of the time; but the only work done by the Receiver was the making of formal demand upon the defendants for property discovered in said examination, but the suits themselves were brought by his attorneys, who performed all the labor.

Third—Said witness was informed that said Receiver had given almost continuous personal attention and employment of his time for a period of eleven months; and, as a result of these efforts, suits and pursuit of property, he had obtained possession of real estate and personal property in addition to that already delivered, amounting in value to $550,000, or about that; the fact being, that there was not a continual personal attention and employment of time by the Receiver for a period of eleven months, nor for any considerable portion of that time; nor did he obtain possession of real and personal property to the amount of $550,000, as a result of his efforts, suits or pursuit of property, but, on the contrary, a large portion of said sum of $550,000 was obtained as the direct results of the efforts, exclusively of the attorneys for the Receiver, and a large portion of said sum, to wit, that represented by the 20,000 sheep and $75,000 in cash, was not the result of any active pursuit or labors on the part of the said Receiver, but was the result of a compromise and a voluntary surrender by the defendants of their property for the purpose of obtaining a final decree in this action.

[Refused for the reason that the matters contained in this proposed finding have been passed upon and determined by the decisions and decrees of the Supreme Court rendered on March 29, 1889. M. N. Stone, Commissioner.]

Fourth—Said witness was informed of the necessity of sending agents to different parts of the Territory, and some out of the Territory, at the same time, and directing their efforts and action, for the purpose of receiving possession of some 20,000 head of sheep, amongst other property, the fact being that the agent of the said defendant corporation had agreed in writing to deliver into the possession of the Receiver 20,000 sheep, and that the only effort to be made on the part of the Receiver was to send parties to collect said sheep. That the turning over of said sheep was voluntary on the part of the said defendants, and that there was no labor involved in directing the efforts and action of the agents of said Receiver.

Fifth—The statement made to said witness Groesbeck by the attorney for the Receiver as a statement of the services rendered by the Receiver, found on pages 2 and 3 of said report, is unfair and incomplete, in that it fails to state that all the work by way of recovery of personal and real property was done by the attorneys for the Receiver, and that no efforts were made for a period of six months after the appointment of the Receiver looking toward the recovery of a large amount of personal property believed by the Receiver to be in the hands of agents for the defendant corporation; and that a claim of the United States against various parties, amounting to $258,000, had been compromised for the sum of $75,000; and that in general a large amount of property held by the Receiver was obtained by him from the defendant corporation upon a voluntary surrender by it, for the purpose of winding up the litigation and of obtaining a final decree to the Supreme Court of the United States.

[Refused for the reason that the matters set forth in this proposed finding have been determined by the decisions and decrees of the Supreme Court rendered on March 29th, 1889. M. N. Stone, Commissioner.]

Sixth—Upon page 7 of said report, the Receiver, testifying in his own behalf, states unfairly the services rendered by him, by saying: "I continued to search for that property, here and there, using every means within my power, employing my deputy marshals throughout the Territory to get information as to the whereabouts of property, etc., which proved very beneficial to me," the fact being that he did not continue to search for other of the property of the defendant corporation, nor did he use the means within his power, nor did he employ his deputy marshals to get information as to the whereabouts of property, further than to direct them, if they came across property, to notify him of the same; nor did their services prove of any benefit to him.

[Refused for the reason that the matters set forth in this finding have been passed upon and determined by the decisions and decrees of the Supreme Court, rendered on March 29, 1889. M. N. Stone, Commissioner.]

Seventh—On page 17 of said report, the said Receiver testified in his own behalf that he gave almost all his time in the way of directing men and superintending the whole of the receipt and gathering together of said sheep, the fact being that no personal care and attention were necessary beyond sending men into the field for the purpose of gathering sheep into bands, and that it did not occupy almost all, or any considerable portion, of the time of the Receiver.

Also on page 17 of said report, the Receiver testified in his own behalf that he had leased the major part of said sheep to W. L. Pickard, "he agreeing to keep all of the old stock good, returning me as good or a better lot of sheep at the expiration of a year as he received," the fact being, however, that the said W. L. Pickard did not agree to keep all of the old stock good; nor did he agree to return as good or a better lot of sheep at the expiration of a year; nor did he agree to keep the sheep one year, but on the contrary was permitted to keep the sheep so long, to-wit, until July 1, 1889, as they proved profitable to him; the said Pickard having the option to return them on July 1, [illegible] mediately after having [illegible] wool and lambs for the [illegible]

Eighth—The statement [illegible] Receiver to the questions [illegible] torney, found on page [illegible] said report, was unfair [illegible] the work done by the [illegible] that it conveys the [illegible] the said Receiver had [illegible] steps and made [illegible] find what property [illegible] said sum of $550,000 [illegible] investigation by [illegible] oped facts stated by [illegible] answer, the fact [illegible] that the only knowledge [illegible] ject obtained by the [illegible] obtained from certain [illegible] ventories delivered [illegible] agents of the defendant [illegible]

The answer of the [illegible] testifying in his own [illegible] on pages 20 and 21 of [illegible] unfair, and does not [illegible] truth, in that it [illegible] sion that work was [illegible] ceiver in the way of [illegible] personal property [illegible] testimony shows [illegible] done in the way of [illegible] was done by the [illegible] Receiver, and [illegible] himself did [illegible] formal demand [illegible] the various [illegible] property [illegible]

[Refused for the [illegible] matters contained in [illegible] finding have been passed [illegible] determined by the [illegible] by its decisions and [illegible] dered March 29, 1889. [illegible] Commissioner.]

Ninth—The answer [illegible] ceiver, testifying in [illegible] on page 22 of said [illegible] effect that there [illegible] tion of care or [illegible] part to the business [illegible] from the time of [illegible] is untrue, for the [illegible] steps were taken by [illegible] time of his appointment [illegible] 11th, 1888, looking to [illegible] of the personal property [illegible] corporation, excepting [illegible] sure by him upon [illegible] and the making of [illegible] upon agents of the [illegible] receiving such property [illegible] unfairly [illegible]

Tenth—The answer [illegible] ceiver, upon page [illegible] that $550,000 worth of [illegible] been obtained through [illegible] is unfair and untrue [illegible] hereinbefore stated.

Eleventh—The [illegible] said Receiver, in [illegible] to his services, is [illegible] of compensation [illegible] years from the [illegible] ber, that the [illegible] written out and [illegible] other witnesses [illegible] ceiver, and [illegible] full and [illegible] vices as Receiver [illegible] of estimating their value [illegible] where [illegible] said witnesses [illegible] that the attorneys of the [illegible] had done by far the [illegible] the work claimed by the [illegible] as his own.

[Refused for the [illegible] matters set forth in the [illegible] finding have been [illegible] the Supreme Court by [illegible] and decrees rendered [illegible] 1889. M. N. Stone, Commissioner.]

IV.

That the amount of compensation [illegible] $25,000, stated and claimed [illegible] Receiver to be a reasonable [illegible] sation for his services, was [illegible] able, excessive, exorbitant [illegible] conscionable, and the [illegible] showed that the Receiver [illegible] court a fair and impartial [illegible] ation of it.

V.

That the said Receiver [illegible] said claim and supporting [illegible] amount as a reasonable [illegible] tion for his services [illegible] ing to the attention of [illegible] testimony [illegible] acted in bad faith toward [illegible] in this, that the testimony [illegible] by him was not full and [illegible] mony taken upon a [illegible] statement of his [illegible] but that, on the contrary, [illegible] pressed many facts which, if [illegible] known to the witnesses [illegible] influenced their [illegible] would probably [illegible] amount of their [illegible] value of his services [illegible] statements made [illegible] the said witnesses [illegible] a full knowledge [illegible] the case; and that [illegible] contrivance, he [illegible] mony to be taken [illegible] ers' decision [illegible] contest of the parties.

[Refused for the [illegible] matters set forth in [illegible] finding have been [illegible] the Supreme Court by [illegible] and decrees rendered March [illegible] 1889. M. N. Stone, Commissioner.]

VI.

That a portion of the [illegible] acquired in this case [illegible] Tithing Office and grounds [illegible] by the said Receiver [illegible] are now in the possession of [illegible] Winder, William B. Preston, Robert T. Burton, and [illegible] same are being used for [illegible] poses of a Tithing Office [illegible] tion with the Salt Lake [illegible] Church of Jesus Christ of Latter-day Saints. That at the time [illegible] said Receiver leased [illegible] premises, as aforesaid, the [illegible] had reason to believe, and [illegible] lieve, that the premises would [illegible] used by said lessees.

[No. vi. allowed. M. N. Stone, Commissioner.]

VII.

That prior to the [illegible] day of [illegible] 1888, the Receiver had brought [illegible] tain suits in the District Court [illegible] the Third Judicial District [illegible] against certain defendants [illegible] named, the objects of said suits [illegible] being to recover possession of [illegible] tain pieces of real property and [illegible] have the same declared [illegible] property of the said [illegible] tion, etc.; and also to obtain possession of certain personal property [illegible] also the property of [illegible] late corporation. That said suits were begun on March [illegible] and May 11, 1888, and [illegible] suits referred to [illegible] the school trustees [illegible] That afterwards, on the [illegible] July, 1888, the Receiver and [illegible] fendants to the suits [illegible] Utopia compromised said suits [illegible] lieu of the [illegible] sued for, except a small [illegible] rods square in the [illegible] of lot 8, block 76, plat A [illegible] Receiver took the sum of $[illegible] That the order of this court [illegible] ing the said Receiver to [illegible] said suits was made by the [illegible] solely upon the [illegible] and representations of the Receiver [illegible] as set forth in his written [illegible] filed in this court on said July [illegible] 1888, and upon the [illegible] tions and representations [illegible] Bettors of the said Receiver [illegible] by them orally in open court, to wit, by Messrs. P. L. Williams [illegible] George S. Peters and [illegible] shall, at the time of [illegible] petition. That the [illegible] tions and representations [illegible] substance as follows [illegible] said compromise was [illegible] able under the circumstances [illegible] that the same to wit [illegible] property were the proceeds of [illegible] theretofore made by the [illegible] tion to various parties.

[Refused because the matters [illegible] forth in this proposed finding [illegible] been passed upon and determined by the Supreme Court by [illegible] ion and decree rendered March [illegible] 1889. M. N. Stone, Commissioner.]

That such representations [illegible] made as before said, were [illegible] with any desire or intent [illegible] part of the said Receiver or [illegible] citors to mislead the court, but [illegible] made in good faith, but [illegible] but that, nevertheless, the [illegible] ments made by them [illegible] with the statements of the [illegible] that the property was the property of the late corporation, and that the right of the Receiver to recover was clear, did actually mislead the court, and the court had reason to believe, and did believe from the statements there made, that said sum of $84,993.15 was approximately the value of said property, and so believing, the court, without further investigation, approved the compromise, and ordered the [illegible]