

## CONFERENCE OF ELDERS.

A communication from Brother George Williams, dated Chesterfield, Bingham County, Idaho, Feb. 9, gives an account of a conference of the Elders belonging to the Third Quorum of Oneida Stake, which was held at Mink Creek, commencing at noon on the 5th inst. The Elders of Chesterfield, Mormon, Mound Valley and Mink Creek belong to this Quorum.

On the stand were J. H. Tolman, presiding, and Thomas A. Hatch, second counselor; Bishop Rasmussen and counselors, two home missionaries, J. G. Falkman and Wm. T. Higginson, and quite a number of Elders.

Three meetings were held. The first principles of the Gospel were spoken upon, and good instruction given to a crowded house.

The singing was done by the Mink Creek Ward choir, and was very good. At the close of the conference a vote of thanks was given them.

Conference adjourned Wednesday the 6th, at noon. Those who come from the other three wards were treated splendidly.

## EXAMINER'S REPORT.

The following is the full text of the report of Examiner Harkness on the investigation of the charges against Receiver Dyer and his attorneys, P. L. Williams and George S. Peters, made in the petition of certain trustees, represented by Zane & Zane, who made application to be permitted to become parties in the suit for confiscation of Church property:

## THE REPORT:

*To the Supreme Court of the Territory of Utah:*

By the order of this court dated January 23, 1889, it was referred to me to take and report the testimony as to whether or not there had been fraud, corruption, misconduct, fraudulent and unconscionable claims or professional misconduct in the transactions set forth in a certain petition theretofore filed; and by a further order dated January 31, 1889, I was directed to proceed with the hearing and report the testimony and conclusions, and attorneys were appointed to conduct the examination in behalf of the court.

Under these orders there has been a very full hearing, and I return herewith, and as part of this report, all the testimony and proceedings, in which as heretofore, the parties are called "petitioners" and "respondents."

The large volume of the testimony induces me to attempt to generalize it into statements of facts proved, besides reporting general conclusions. I therefore respectfully report:

## FIRST.

The receiver brought four actions in the Third District Court of this

Territory, to recover to his possession certain parcels of land, on the alleged ground that the land was held in trust for, and really belonged to said late corporation (which is herein called the "church" for brevity), to wit:

One against Zion's Savings Bank and Trust Company et al., to so recover forty-five feet west front on Main Street, in Salt Lake City, by 165 north front on South Temple Street, situate in the n. w. corner of lot 5, block 75, plat "A." The record of this suit is file No. 7315 in said court.

One against Armstrong et al. to so recover sixty feet west front by 165 feet deep, and thirty-nine feet north front by 105 feet deep, in the same lot. The record of this suit is file No. 7314 in said court.

The lands in these two suits, and also other portions of the same lot, are called in the testimony the "Wells Corner," or "Wells Lot." In the same lot, and lying east of the parcels involved in these two suits, there is a parcel 120 feet north front by 105 feet deep, which was included in the compromise herein-after mentioned.

Another suit vs. Horace Eldredge et al., to so recover lot 8, block 76, plat A, in Salt Lake City, being 10 rods north front by 20 rods east front. The record of this action is file No. 7282 in said court, and this lot is referred to in the testimony as the "Constitution Lot," or "Constitution Building Lot."

Another suit vs. Cannon, to so recover a part of lots 2 and 7, in block 88 of the same plat, beginning at the southwest corner of lot 2, and running north 25 rods, east 9 rods, south  $12\frac{1}{2}$  rods, west 4 rods, south  $12\frac{1}{2}$  rods, and west 5 rods to the place of beginning.

The record of this suit is file No. 7238 in said court, and the land is referred to in the testimony as the "Church Stables," or "Church Stable Lot."

I annex a sketch of these several parcels, located with reference to well known streets and places, to aid verbal descriptions.

Evidence was given of the value of these parcels of land on the 3d day of March, 1887, and on the 8th or 9th day of July, 1888, the date of the compromise of the actions. The average of the testimony shows the values as follows:

## IN LOT 5, B. 75, WELLS CORNER.

1888, July 8, 105x204 feet, n. w. cor... \$48,500  
1888, July 8, 120x105 feet, n. e. cor., exclusive of building..... 19,000

## IN LOT 8, B. 76, CONSTITUTION LOT.

1888, July 8, Whole lot, ex. 5 rods square in n. e. cor..... 135,000

## IN LOTS 2 &amp; 7, B. 88, CHURCH STABLES.

1888, July 8, 5x12 $\frac{1}{2}$  and interior lot, 9x12 $\frac{1}{2}$ ..... 13,400

Total July 8, 1888.....\$215,900

It is difficult to reach a satisfactory result of the testimony as to the value in 1887, for some of the witnesses gave the enhanced value in 1888, as percentage on the value in 1887, and in some cases the attention of a witness was not called to that year in respect to all the parcels,

and there was a wide diversity of opinion on the subject of increase of values, both as a whole and as applied to separate parcels. Taking the gross aggregate for 1888, and I find it would be an increase of forty per cent. on the gross value in 1887. The increase on the "stable lot" was not so much, and it was something more on some of the more marketable portions.

Value of all these parcels, on March 3, 1887.....\$154,215

The values given are for a good, unencumbered title.

About three-fifths of the Z. C. M. I. shoe factory stands on the easterly end of the 105 feet in depth on the "Wells lot," and the value of this part of the building is fixed by stipulation at \$30,000, and this sum is not included in the values above given. The construction of the factory was begun in the fall of 1887, suspended for a time under notice that the title would be contested by the receiver, but work was resumed and the building nearly completed before July 8th, 1888. It is understood it was built and is occupied by the Zion's Co-operative Mercantile Institution, and the building at the south end arches the alley and adjoins the mercantile house of that corporation. Otherwise, the witnesses made but little account of the improvements on the lands, except one building called the Savage building on the "Constitution lot," which was considered of some value.

(a) The titles, at the time of the commencement of these suits, stood as follows:

## Wells Corner, Lot 5, B. 75.

Daniel H. Wells owned the whole lot prior to 1883, and he was probably the patentee under the Town-site Act. The recorded deeds, so far as they relate to the parts in question, are as follows:

Daniel H. Wells to Joseph F. Smith. Warranty deed dated May 5, 1883. Recorded June 22, 1883; consideration, \$67,755. Describes: Commencing at northwest corner of the lot, and running south 157 $\frac{1}{2}$  feet, east 325 feet, north 157 $\frac{1}{2}$  feet, and west to beginning.

(This deed seems to include the whole lot except the alley on the south, and 6 feet on the east, and which is probably half of that alley, and the trust for the Church is alleged to have commenced here.)

Joseph F. Smith to George Q. Cannon. Warranty deed, dated March 11, 1887; recorded April 13, 1887. Consideration \$25,000. Describes: Commencing at northwest corner, thence east 269 feet, thence south 105 1-3 feet, west 269 feet, north 105 1-5 feet, to beginning.

George Q. Cannon and wife to Francis Armstrong. Warranty deed, dated April 8, 1887; recorded August 18, 1887. Consideration, \$17,925. Conveys: Commencing 45 feet south from northwest corner, running south 60 1-9 feet, east 204 feet, north 105 1-9 feet, west 39 feet, south 45 feet, west 165 feet to beginning.

George Q. Cannon and wife to Zion's Savings Bank & Trust Com-