

tion of the only remaining pins which sustained it. One of these pins were notes aggregating about \$27,000 for stock in the Salt Lake Theatre, alleged to have been sold March 2, 1887, the day before the disincorporating act went into effect. The receipt for these notes was given to Le Grand Young, the party who turned them over to Receiver Dyer.

"Not satisfied with a theatre with ballet dancers and orchestra thrown in, the next dive was for the telegraph stock. It will be remembered that Mr. Jack testified before the examiner that this stock was all divided up and transferred to the various stakes of Zion over the Territory. The Church owned all the stock except a very few shares distributed so as to form the corporation. The distribution was made as claimed Feb. 28, or March, 1887. A bold front secured this also, and as the stock is so scattered as to require several days to call it in, an agreement was handed to the receiver.

"In addition to these properties, local beds covering many acres at Grass Creek or Conville, belonging to the Church, was surrendered. These lands are valuable, having been estimated to be worth over \$100,000. This was obtained in the suit against Angus M. Cannon, as Trustee-in-Trust.

"The property which has passed into the hands of the receiver recently makes an enormous aggregate. In view of the fact that when appointed the receiver had offers from prominent attorneys, bankers and citizens to bet he would not get hold of \$50,000 worth of property, he is to be congratulated as is his co-worker, Mr. Peters, in the excellence of the work done.

#### W. L. PICKARD

was in attendance at 2 o'clock Feb. 18, and was called as a witness. He testified—I leased about 25,000 Church sheep from Mr. Dyer, as receiver; my agreement is fully set out in the lease; Mr. Dyer is not to receive any benefit, directly or indirectly, not set out in the lease; I re-leased the sheep to a number of parties. (He then gave a list of the parties to whom he had leased the sheep, on terms ranging from one and a half pounds of wool per head and 15 lambs per 100, to two and a half pounds of wool and 10 lambs.) I have not received the full number from him; he was to receive no benefit personally from the transaction; I have been in the sheep business 12 or 15 years; in 1887 the wool business was not good; I did not buy much wool that year, and thus avoided disastrous results; I was prosperous in 1888.

Judge Marshall—What was your loss, Mr. Pickard, in 1887?

Objected to by Judge McBride; objection overruled.

Mr. Pickard—I lost about \$12,000.

Judge Marshall—Did your losses appear to be much larger than than they actually were?

Objected to; objection sustained.

Mr. Pickard, continuing—My business was quite prosperous in 1888; my contracts were made on leases obtained from Mr. Dyer; I

changed them to suit my terms with those who received sheep from me; the sheep let to George Farnsworth were rounded up near Richfield.

To Judge Powers—I cannot state my profits in 1888; I know they exceeded \$25,000; I actually got the blanks from Mr. Moffatt, Mr. Dyer's clerk; the sheep I leased would not exceed in value \$1.40 per head; the market was depressed at that time, through the tariff agitation; wool advanced three cents per pound and sheep 50 cents per head after the election; a lease for one year is worth less than one for three years; there were no rams among the sheep I leased; I first offered Mr. Dyer 18 cents, and he asked 25; I am good for the whole number of sheep I obtained; the fact that I was on his bond was not thought of; it was a straight business transaction; my friendship for Mr. Dyer cut no figure in the arrangement; the whole lot of sheep I obtained bring to the receiver about 14 per cent of their actual value for the year; I think I was paying all they were worth under the circumstances; I expect to make about \$8 per hundred; I don't think that too much for my risk; I think it was a close bargain.

To Judge Marshall—I get back the original stock and 10 or 12 lambs of the increase, as the contract may go.

To Judge Powers—There is no secret understanding by which Mr. Dyer is to gain in the future from the transaction, or to receive any profit; there is no collusion between us; I expect to make about \$2000 by my contract.

To Judge Marshall—In most cases the sheep I received were picked out from the flocks; I sublet the sheep from the 27th of September to the 10th of October; I sublet prior to the collection; had a few applications afterwards, my lease from Mr. Dyer runs for one year from Oct. 1st; the rental is payable on July 1st; I received but 23,087 head, though my lease calls 25,550 head; I was to receive the balance from Mr. Winder, but the Church had not sufficient sheep, and they have not yet been turned over; that is, however, between me and Mr. Winder; in no instance did I find men with more Church sheep than the lists called for; I stated so to Mr. Bollivar Roberts.

To Judge Powers—Mr. Dyer insisted that the rental be paid on July 1, before the contract expired; he first wanted it in June.

To Judge McBride—A reason given by Mr. Dyer to get the money was that he wanted time to handle them in case the matter was not settled by that time.

Judge Powers—That is all.

Judge Marshall—That is all.

The investigation was ended, after thirteen days' delving on the part of able attorneys, among witnesses from all parts of the country. The public will be glad that this phase of the question is past, and will patiently await the opening of a new chapter in this important suit for the confiscation of the Church property.

## RELEASED FROM PRISON.

AT AN early hour on Feb. 21 Apostle George Q. Cannon was released from the penitentiary, having served the full two terms of sentence—less the deduction under the copper act—imposed upon him for unlawful cohabitation. His incarceration has covered a period of over five months. He has borne his imprisonment without a murmur and, according to his own testimony, has really enjoyed himself. He looks the picture of health and feels accordingly. He appreciates beyond expression the privilege of being once more at liberty, not having had, as our readers are aware, his freedom for the last four years. When this fact is considered some idea may be formed as to how sweet it is to him now.

It is learned from Brother Cannon that the brethren at the penitentiary are all in fair health and getting along as well as could be expected, considering their circumstances and surroundings.

We understand that President Cleveland pardoned Brother Cannon, the action in that regard having been taken on Monday, Feb. 18. Of course this act on the part of the President was too late to be of any service to the gentleman to whom it was tendered, so far as lessening his imprisonment is concerned, as the papers have not yet arrived. While Brother Cannon fully appreciates the kindness and consideration of the President, he is, we believe, perfectly content in completely satisfying the judgment imposed upon him by the court.

The whole body of the Latter-day Saints in this land and throughout the nations, and many other friends, will rejoice when they learn of the liberation from imprisonment of Apostle George Q. Cannon, whose life, from early boyhood, has been prominently and ably devoted to the advancement of the cause of truth. We join with them in congratulating him upon the auspicious event of the day, Feb. 21st, 1889, a most important one to him and many others.

Seek to bring forth and establish my Zion. Keep my commandments in all things; and, if you keep my commandments and endure to the end, you shall have eternal life, which gift is the greatest of all the gifts of God.

—Doc. and Cov.