

tion received by it for the property in question. I think Mr. Marshall did say something about turning over the proceeds, and that Mr. Young made the remark that it was merely turning over to the receiver such property as he had been endeavoring to secure. I remember Judge Zane asking whether the action was agreed upon by all parties, and his remark: "Let the order be made."

BEN SHEEKS

testified that he was one of the attorneys in the case. He had been present only during the reading of a portion of the petition, and heard no oral statements.

LEWIS P. KELSEY,

real estate dealer, testified that the Church stable property was worth, in July, 1888, about \$12,000; in March, 1887, it would have been placed at about the same figure. I do not believe the value in that part of the city has increased to any extent. The Wells corner was worth at the same time, \$65,000, and about \$55,000 in March, 1887; I think the building there of the shoe factory has enhanced the property at least that much; the Constitution property was worth somewhere between \$125,000 to \$140,000—the Main Street about \$500 per foot, and the north frontage \$200. Some of the improvements are worth something. Taking everything into account, I think the total value would be close to \$150,000. In March, 1887, it was worth about \$125,000. The rapid increase in values has not been upon Main Street.

To Judge Powers—All my calculations have been based upon a good title; buyers require a good title; a cloud on the title such as would require litigation to remove it, would effectually stop the sale of it.

An adjournment was at this point taken until this morning at 10 o'clock.

On February 5

F. E. M'GURRIN

was the first witness called. He testified—I am the official reporter of the Third District Court; I attended the examinations before Commissioner Sprague, in the suits of the government against the Church, and took the testimony, which I transcribed. (Identified a transcript of the testimony of Receiver Dyer.) There are interlineations in the copy, in whose writing I do not know; the interlineations on page 9 are not what the witness said; the words on page 10, marked out in pencil, were in the testimony as originally given; the same is true of the lines on page 11; the interlining on page 24 is also additional to the testimony given by Receiver Dyer.

Mr. Critchelow offered a part of Receiver Dyer's testimony before Commissioner Sprague, as evidence. It relates to the collection and turning over to the receiver of the sheep belonging to the Church.

Judge Marshall announced that the witnesses wanted today would be J. H. Hinman, M. K. Parsons, J. A.

Alves, T. K. Armstrong, Joseph Smith, James Hunter, E. Kendrick, R. Whittaker, J. H. Wolcott, A. Toponce, John H. White, John R. Winder and James Jack.

Mr. Critchelow asked counsel for the receiver for the order given by the Church officers for the delivery of sheep to the receiver. This was sent for. The original list could not be found, and a copy was furnished.

M. K. PARSONS

was called and testified—I am familiar with the custom as to the leasing of sheep; I am a sheep owner and have leased sheep (examining list of persons holding Church sheep in 1888); I am acquainted with some of them; they have a medium class of sheep; in one or two instances the sheep were very inferior, I saw between 1500 and 1700 sheep that were turned over to J. H. Wolcott and A. Toponce for the receiver; the ordinary terms of leasing average sheep vary; from 1884 to 1887 it was 55 cents, or 2 to 2½ pounds of wool and 10 per cent of the lambs; in the fall of 1888, it was 2 pounds of wool and 10 per cent of the increase; this is always keeping the original stock good; this would be a money value of about 45 cents per head.

To Judge Powers—If a man had to purchase bucks, that would lessen the value slightly; the figures I have given are for from one to three years; I know of two instances, in 1888, where sheep were leased for two pounds of wool and 12 per cent. increase; I saw sheep in charge of a Joseph Heywood; I talked with him and said I thought the lease on them was a very good one; I never said the sheep were not worth \$1 per head; I understood the lease was 25 cents per head; I did not say they were no such sheep as I wanted anything to do with; they were an average grade, and they were worth about \$1.75 per head; \$2 was the average price; the leases I have mentioned have been to responsible parties; I did not volunteer information to the trustees.

To Mr. Critchelow—About 45 cents was a fair rental for sheep in 1888; when I spoke to Mr. Heywood I did not "pull" the sheep because I wanted a lease on them.

J. A. ALVES

testified—I am accustomed to the sheep business; know the value of the various grades; the men who had the Church sheep had flocks of an average grade.

Judge Powers objected to witnesses testifying on the subject, unless they knew the condition of the particular sheep owned by the Church. Objection overruled.

Mr. Alves continued—The customary rental for sheep differs in terms; the ordinary cash rental for one year is from 40 to 50 cents.

To Judge Powers—I know of no leases for cash in 1888; a lease for three years is more valuable than a one year lease; I know nothing of the grade of the Church sheep.

JOSEPH SMITH,

of Salt Lake City, said he had been in the sheep business five years; he

had handled about 3,000 of the Church sheep in 1888; saw others in 1887; they were average sheep; a fair rental for them in October, 1887, would have been, for one year, fifty cents per head, keeping the old herd good; I saw the sheep leased by T. K. Armstrong from W. L. Pickard; they were good sheep; during the past five years have been acquainted with about 10,000 of the Church sheep; they were a good average; have heard of others than T. K. Armstrong who have released Church sheep from Mr. Pickard; one of them was Whittaker, of Mount Pleasant.

To Mr. Williams—I looked over about 3000 church sheep, in 1888, and picked the best out; this was in September last; they were in T. K. Armstrong's charge; they were a good average.

Recess was here taken till 2 p. m. at which hour

T. K. ARMSTRONG

was called and testified that he had leased 3,500 sheep from Mr. Pickard, when he was to pay two pounds of wool per head and 12 lambs to the hundred, keeping the stock good; they are of medium grade; I had these sheep before they were turned over to the receiver; Mr. Pickard came on Oct. 10, 1888, for Mr. Dyer, for the sheep, and leased them to me; they were never actually out of my possession; Mr. Pickard received them, then turned right around and leased them to me; he said that if I would not take them he had two other parties ready; I never leased sheep before, nor do I know the customary price. I estimate that the rental I pay Mr. Pickard for the sheep is a cash value of 50 to 54 cents per head; Mr. Pickard brought to me an order from John R. Winder, for the sheep. (The order was placed in evidence.) I know nothing of any other Church sheep.

To Judge Powers—The 3500 I turned over were to make up the amount the Church was short in the number to be placed in the hands of the receiver; I was to receive in return sheep in as good condition; these were not Church sheep; I have lost about 100 head out of the lot this winter.

To Mr. Critchelow—That is not as many as I expected to lose.

Judge Powers—The winter is not over and you may lose more.

Mr. Armstrong—I expect to.

J. H. HINMAN,

another sheep man, was next called. He testified—I am familiar with the terms of leasing sheep; the ordinary terms for average sheep in 1888 were 2 pounds of wool and 10 to 15 lambs per hundred; or for 45 to 50 cents per head; that is keeping the flock good; I know nothing of the Church sheep; never saw them.

COL. JOHN R. WINDER

was called as a witness and testified—I gave the order on Mr. T. K. Armstrong for 3500 sheep; I hold the position of counselor to the Presiding Bishop of the Church; had an agreement with Mr. Dyer to turn over sheep to him; it was connected with the general