

compromise, turning over all the Church property to the receiver; this compromise was the condition of a final decree so the case could be appealed; we were to turn over 30,000 sheep, and I paid Mr. Dyer over \$157,000; we were also to turn over \$75,000 in live stock or its value; there was also gas stock and other property; Mr. Dyer demanded 30,000 sheep; that is, the demand was for all the sheep the Church had; I do not know how the figure 30,000 was agreed on; it turned out that the Church did not have 30,000 sheep, and we had to get more to make up the deficiency; we had contracts for 30,000; early in 1887, before I was acquainted with the office, the Church sold about 15,000 sheep to a company in this city; I do not know the exact date of the compromise; there was but one transaction; it was supposed that the Church had but 15,000 at the time of the compromise; we were about 5600 short of our contract, and had to get them from other parties; the 15,000 sheep that were sold in the spring of 1887, were returned to us to fill the 30,000 contract; the usual terms of renting sheep are two pounds of wool per sheep, and ten lambs per hundred; I know of no special effort to obtain the sheep prior to July, 1888; they were scattered from Arizona to Wyoming; at the time of the compromise I heard nothing of the fees of the receiver or his attorneys; I know of no action on this matter by the defendants; I presume the attorneys for the defendants received instructions from their clients; I heard of Mr. Rawlins' statement that he had been instructed not to object to \$25,000 for the receiver; I do not know anything of such instructions; do not know who gave them; know of no negotiations between the receiver and the defendants; there was to be \$75,000 in live stock to be turned over to the receiver; there was no fixed price for cattle; there was no hay or grain at that time; the \$75,000 was in lieu of certain personal property supposed to be on hand March 2, 1887; the money was paid instead of the live stock; we offered some of the cattle, but we could not agree on the price and he would not accept them; they were billed to us at \$18 per head, but Mr. Dyer's agent would only allow us \$10, so we could not accept; they were worth about \$15; there were perhaps 1000 head; grain was a large item of the \$268,000; there was property in between 300 and 400 offices in the Territory; we offered 1000 or 1200 head of cattle, and about 200 horses, to Mr. Dyer; I do not know how many head of cattle the Church owned Feb. 28, 1887; I began my duties May 1, 1887, and it was quite a while before I became acquainted with the business; the Church possibly owned 1500 head of live stock at some one time since I have been in office; there may have been 300 horses; they were scattered all over; I know of no special efforts to obtain this stock, made by the receiver; there are some suits now pending that were not included in the compromise; among these are the

Church farm and Ogden suits; all that was included was specified in the statement before the court; never heard of real estate in other parts of the Territory, except Salt Lake, being included in the compromise; I never conversed with the receiver or his attorneys about the compromise; all the negotiations were carried on by the attorneys; I understood what was going on; there was no stipulation of money for sheep; we turned the property over as quickly as we could; we gathered the personal property and delivered it to the receiver; the \$75,000 was to cover the alleged amount of \$268,000 and was considerably more than it was actually worth.

To Judge Powers—The \$268,000 included all of the personal property of the Church on Feb. 28, 1887, and included butter, eggs, meat, vegetables, office furniture, etc.; much of this property had been mentioned at more than it was worth; the \$75,000 was in lieu of it; I do not think more than a quarter of it was on hand in July, 1888; in none of these negotiations was the question of the compensation of the receiver and his attorneys considered; we believed the law to be cruel, oppressive and unjust, and wished to get the matter before the Supreme Court of the United States, otherwise the compromise would not have been made.

To Judge Marshall—A sale of cattle was made to the Blackfoot Cattle Co. early in the spring of 1887. We talked of making an effort to have the case advanced on the calendar of the Supreme Court of the United States, but don't know of such an agreement being made on the part of the receiver on condition that his claim for compensation should not be contested. When I gave the receiver a list of parties holding sheep, I also furnished him with orders on the parties, otherwise he wouldn't have obtained them until this day.

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testified—I reside in this city and am engaged in the sheep business; I saw several herds of sheep after they had been turned over to the receiver; they were good sheep—some of them extra good. The usual rent paid for sheep in this Territory is 40 cents; I think this would be a fair rental for the sheep I saw in the possession of the receiver's agents.

To Mr. Williams—I saw these sheep on Chalk Creek last fall; they were good average sheep—better than some for which I have seen 40 cents paid.

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was recalled and said: I was one of the attorneys for the defendants when this compromise was effected; one of the reasons why we consented to the arrangement was to have a decree entered and the case settled; don't know that anything was said to the receiver about our reasons until after it was consummated. I attended the examination held before Judge Sprague on one or two occasions.

Judge Marshall—Were you instructed by your clients not to ob-

ject to the claim of the receiver for \$25,000?

Mr. Young—I think I will decline to answer that question.

Mr. Marshall insisted upon an answer, and the examiner ruled that the question was a proper one.

Mr. Young—So far as I am personally concerned, I don't care a snap about answering, but my clients might. I will say that all the instruction we had about the matter was that in a consultation with my clients they told us not to object, and I so instructed Sheeks & Rawlins. Mr. Richards was at first inclined to object, but finally consented. I think it was an outrage to appoint a receiver to take that property. I never had an idea in the world that if the Supreme Court declared the law to be unconstitutional we would not receive back the money paid to the officers of the court. I supposed the government would promptly and honestly meet our claim; I was astonished to hear Mr. Peters say he was not representing the government at the examination before Judge Sprague; if he didn't, I don't know who did; I did not.

A Mr. Kendrick was called for, but not being present, an adjournment was taken till next day.

Upon resuming the investigation on the morning of Feb. 6, the third day of the proceedings,

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was called, and testified—The defendant corporation had no interest in contesting the compensation of the receiver, as if the suit went against us it made no difference to us, and if it was in our favor we would get the money back; counsel for the Church did not oppose the compensation because they were instructed not to by the defendants; the reason I have stated had considerable weight with the defendants, under whose instructions we acted; I was not present the whole of the time at the examination before Judge Sprague; I cross-examined the attorneys as to attorneys' fees; we did not consent to the compensation to the attorneys; Mr. Richards and I sent a letter to the receiver, regarding the compensation.

Judge Powers—We will produce it; we expect to bring it in our case. It is dated Oct. 31st, 1888.

Mr. Young continued, in reply to Mr. Critchelow—I don't know that we were specially instructed to notify Mr. Dyer in writing; but we did so.

To Judge Powers—Mr. Dyer spoke to me once about the receiver's fees; I replied that I thought a proper compensation would be the same as was usually allowed to administrators; Mr. Richards conducted the whole negotiation; I understood that the receiver requested the reply, of our not contesting, in writing; there was no secret about it; I presume Mr. Richards will be here soon; I heard yesterday that he was on the way home; Mr. Richards remarked that he thought \$25,000 compensation rather high, but there was no need to oppose it; we opposed the amount of attorneys' fees.