

pany. Warranty deed, dated April 8, 1887; recorded May 11, 1887. Consideration, \$14,625. Conveys: Commencing at northwest corner, thence east 65 feet, south 45 feet, west 165 feet, and north 45 feet to the beginning.

Francis Armstrong and wife, to Abraham H. Cannon. Warranty deed dated April 9th, 1887; recorded August 18th, 1887. Consideration, \$10,425. Describes: Commencing 105 1-9 feet south from northwest corner; thence east 204 feet, north 105 1-9 feet, west 39 feet, south 75 feet, west 165 feet, south 30 1-9 feet to the beginning.

No trust is declared or mentioned in any of the deeds.

Constitution Lot, Lot 8, Block 76.

This lot seems to have been held by trustees for the Church until 1878, when John Taylor, trustee, conveyed it to Horace Eldredge by deed, in which no trust is expressed. Five rods square in the northeast corner is excluded from consideration, both as to title and value, because not included in the compromise of the suit.

From 1883 to 1886 Eldredge conveyed in five parcels to five different parties, 125 feet front, commencing at southeast corner and running north, by 110 feet west, to an alley, and his deeds establish an alley for occupants of the lot, 15 feet wide, running north and south through the lot, at a distance of 110 feet from the front, leaving a piece west of the alley 41 feet wide and 20 rods long. Of this piece west of the alley, Eldredge conveyed 62 feet off the south end, in two parcels, to the owners of frontage by deeds dated March 2, 1887. The north front east and west of the alley, and all the land west of the alley not deeded as aforesaid, was leased by Eldredge to H. B. Clawson, November 22, 1883, for ten years from October 1, 1883, at a monthly rental of \$25. Of the 122½ feet front on Main Street by 110 feet deep not included in the aforesaid deeds, nearly, if not all of it, had been leased by Eldredge to various parties for twenty years from October 1, 1883, at a monthly rental averaging \$18 per year per front foot for the first ten years, and \$24 per year per front foot for the last ten years of the time. The lessees and their assigns had occupied under these leases, and their existence depreciated the value of the lessors interest about \$100 per front foot.

By deeds dated March 2, 1887, Eldredge conveyed to the lessees or their assigns, by seven different deeds, all his remaining interest in the lot. The deeds for 89 1-5 feet of the front on Main Street were recorded March 3, 1887, and the deeds for 32½ feet front, also the deeds for the north front and land west of the alley, were recorded later in the same month. The considerations named in the deeds are not shown.

Church Stable, in Lots 2 and 7, Block 88.

The testimony shows this lot was a part of the estate of Brigham Young, deceased and in the distribution came to his son Alfalfa Young, who, about the year 1882,

deeded it to Angus M. Cannon, by deed in which no trust was declared.

(5) The probabilities of success in several suits relating to these parcels of land can only be stated in a general way, in a collateral inquiry, and when no decisive facts are known.

In the two suits brought to recover the 105x204 in the Wells' corner, Messrs. Marshall & Royle were employed as special counsel for the receiver, brought the suits, and may be considered the leading counsel in them, though there were consultations of all the receiver's attorneys in regard to what was done. The legal title had never been in the church, and no conveyance mentioned any trust. So far as known there had been no such use of the premises as would afford evidence of a trust. Counsel considered the evidence to establish the supposed trust would have to be acquired from witnesses unfriendly to the disclosure. The main grounds upon which they proceeded was a belief arising from the position in the Church of the grantees under Wells, their pecuniary circumstances, and a knowledge of the general manner in which much Church property was held or supposed to be held. The suits were brought after consultations and some hesitation. Before the compromise was reached the attorneys believed they could probably recover these parcels, that they had a fair and something more than what would be called a "fighting" chance.

In regard to the 120 feet north front by 105 feet deep on the northeast part of the lot, the receiver's attorneys did not think they could recover it. They had not brought any suit, but intended to bring one and take whatever chances there were in the case. They found no recorded deed from Joseph Smith, but the Z. C. M. I. claimed to have bought and paid for it before March, 1887, and to have taken possession and commenced their improvements in good faith. The receiver's attorneys thought this claim of the Z. C. M. I. could be proven. One of the receiver's attorneys understood the Z. C. M. I. was holding under an unrecorded deed; the other thought it was a parol contract, but that a specific performance could be enforced, and both thought the improvements could not in any event be recovered.

In regard to the "Constitution Lot," in block 76, the receiver's attorneys had reached the conclusion that the 125 feet east front, by 110 feet deep off the south end, east of the alley, had been purchased and was held in good faith under the deeds referred to (the last deed having been made in 1886), and they were intending to dismiss the action against the grantees of such parts of the lot. This is the most valuable part of the lot, and the value of the 125 feet in 1886, was not less than \$62,500. The prospects of recovering the remainder were considered no better than on the Wells corner, and probably should be considered about the same. The full value of the portion for which there was a chance of recovery was not over

\$72,500, and if the escheat should be subject to the prior leases, they would further reduce the value about \$12,500.

The receiver's attorney's believed they could recover the Church stable lot, in lots 2 and 7, block 88, and thought they had direct evidence that the purchase price was paid by the Church to Alfalfa Young, and that it had ever since been used as a stable in connection with the property and business of the Church.

Prior to the 9th day of July, 1888, a compromise of these suits, and of some other claims made by the receiver, was agreed to by the parties, and on that day a petition was presented to the court to obtain a ratification of the agreement. The petition is in the record, and the only matter necessary to be recited here is that the receiver, through his counsel, had agreed to include the 120 by 105 feet in the northeast part of the Wells lot, by amendment, in one of the pending suits; so that the title of the defendants in the suit to these parcels of land should be quieted; and it was agreed that in place of all these parcels of land, or of the claim thereto specifically, there should be paid to the receiver the sum of \$84,660, being \$42,925 in respect to 100x324 feet of the Wells lot, \$36,241 in respect to the Constitution building lot, and \$5,500 in respect to the Church stable lot. This was about ninety per cent of the value of all the land they hoped to recover in the Wells lot, about 41 per cent of the value of the "stable lot," and 50 or 60 per cent (accordingly as the leasehold interests are included or excluded) of the value of what they hoped to recover in the "Constitution lot." The compromise was accepted as a whole, the attorneys understanding that the percentages of full values were unequal, but the gross sum accepted was 63 or 69 per cent (depending on the lease question) on the whole values. The amount accepted was the sum that was represented to have been paid for the lands on the last conveyances, and approximated the full value of all the pieces expected to be recovered, March 2, 1887. The proceedings before the court were very brief. The attorneys for all the parties, except the government, were present, and the district attorney for Utah, who was one of the attorneys for the receiver, represented the government in the main suit, so far as to see nothing prejudicial to the government should be done in the absence of its special counsel.

In making the compromise and presenting it to the court, and in the proceeding in court, the receiver and his attorneys acted in entire good faith and without any intent to mislead the court, or to conceal or misrepresent any of the facts. The receiver acted mainly on the advice of his counsel, and they believed and still believe the compromise was fair and advantageous to the receiver and the government, and the means and methods of carrying it out by proceedings in court were devised and conducted solely by the counsel of the parties.