

circumstances, I wish you would be kind enough to state to me what, in your judgment, would be a fair compensation for such services.

Very truly yours,

FRANK H. DYER,

Receiver of the Church of Jesus Christ of Latter-day Saints.

SALT LAKE CITY, Utah,  
October 31, 1888.

*Frank H. Dyer, Esq., Receiver of the Church of Jesus Christ of Latter-day Saints, Salt Lake City, Utah:*

Dear Sir—In reply to your letter of this date, asking me what in my judgment would be a fair compensation for your services as receiver, etc., I beg to say in reply that from what I personally know of your diligent efforts in the discharge of your duty, the large responsibility of the position, the large bonds required of you, and the labor performed and the large amount of property recovered by you, that in my judgment \$40,000 would not be an excessive compensation, but on the contrary would be perfectly fair and reasonable.

Very truly yours,

SAML. A. MERRITT.

Judge Powers—Had you given your testimony before the examiner before you received these letters?

Mr. Dyer—Yes, sir.

Judge Powers—Did you write a similar letter to Mr. Auerbach?

Mr. Dyer—Yes, sir; something like the one to Mr. McCormick. I only have his reply.

Mr. Auerbach's letter reads:

SALT LAKE CITY, U. T.,  
October 30, 1888.

*Frank H. Dyer, Esq., Receiver of the Church of Jesus Christ of Latter-day Saints, Salt Lake City.*

Dear Sir—In reply to your favor of even date, I would say that in view of the skill and labor required in gathering up the property formerly belonging to the Church, the odium attached to the work among an intensely religious people, the size of the bonds you have to furnish and the risk you run in the care of so vast a property, I deem five (5) per cent of the total amount as the minimum compensation you are entitled to.

I remain yours truly,

FREDK. H. AUERBACH.

Judge Powers—Did you also write to Mr. Dooly?

Mr. Dyer—Yes, sir.

Judge Powers (showing paper)—Is that the reply you received?

Mr. Dyer—Yes, sir.

Judge Powers read the letter:

SALT LAKE CITY, Utah,  
October 31, 1888.

*Mr. Frank H. Dyer, Receiver, Salt Lake City:*

Dear Sir—I am in receipt of your valued favor of the 29th inst., requesting my idea of a fair remuneration of your services as "receiver of the Church of Jesus Christ of Latter-day Saints." In reply I beg to state that in view of the manner in which the property was concealed in different parts of the Territory, the difficulty in establishing owner-

ship, the risk you assume, and the very large bond required, I would consider from \$25,000 to \$30,000 a very moderate compensation.

Respectfully,

J. E. DOOLY, Cashier.

Judge Powers—Did you also write to L. S. Hills, cashier of the Deseret National Bank?

Mr. Dyer—Yes, sir.

Judge Powers—I offer Mr. Hills' letter in evidence. It reads:

SALT LAKE CITY, Oct. 30, 1888.

*Hon. F. H. Dyer, Receiver, etc.*

Dear Sir—Replying to your favor of 29th inst., I am not very familiar with the amount of work done by you as receiver. If the whole of your time was taken up, I should judge \$10,000 a fair compensation therefor. If only a portion, say \$5000, with a commission of about 1 per cent. on the value of the property that needed care and personal attention.

Very truly,

L. S. HILLS.

MR. DYER

continued his evidence in reply to the questioning of Judge Powers—Previous to receiving these letters I had had a little conversation with Mr. Richards one day in my office; I told him that we had asked to have our compensation fixed and asked him what he thought about it; he replied that he had given the subject but little attention, but thought I ought to receive the same percentage or amount that is usually paid to administrators; I understood there was no reason why I should not endeavor to arrive at some understanding, and before going to see the Attorney-General about it I got these letters in order to show him how certain business men felt about it; I saw Richards and he asked me if I had fixed an amount in my mind; I told him that I thought I ought to have about \$25,000; he demurred some, and I told him that I was convinced that various prominent business men would say that I should have more; he then said he would see his clients and let me know; I was anxious to go to Washington and he said he would let me know; I told him I would be pleased to take along his consent if I could, and he sent me the letter referred to; I went to Washington, taking with me the testimony given by John A. Groesbeck and the letters already in evidence; I saw Attorney-General Garland; I told him that Peters would not consent to any amount whatever, and showed him the letters and papers I had with me; Garland took the papers and glanced over them, and said I had better go to the court with them; that it was hardly proper for a department officer to consent to any amount; all I wanted was a suggestion; he finally said the best way would be to make out a list and then introduce my testimony before the examiner; I also told him of the opposition to Peters acting as my attorney, and suggested that we should have some other attorney out there; he said he thought the court was amply able to take care of the matter, but if it was abso-

lutely necessary he would send Mr. Hobson here; I insisted that he should be sent and then left for home; afterwards I offered the testimony before the examiner; up to the time the question was put to me as to what I thought my services were worth I had not mentioned the matter before the examiner.

Judge Powers—Something has been said, Mr. Dyer, about you renting sheep to Mr. Pickard. Did you do so?

Mr. Dyer—Yes, sir.

Judge Powers—How many?

Mr. Dyer—About 25,500, I believe.

Judge Powers—Were you in any way influenced in renting those sheep because of Mr. Pickard being on your bond?

Mr. Dyer—No, sir.

Judge Powers—Have you any understanding, open or secret, by which you are to gain anything, any favor or profit, by renting these sheep to Mr. Pickard?

Mr. Dyer—Not one farthing; the charge was the result of malice. He held out no inducements, I held out none; and there was nothing that might not be considered as a purely business transaction between honest men.

Judge Powers—Did you act upon the basis of your best judgment in making your contracts with Pickard?

Mr. Dyer—Yes, sir, I did, in the light of all the knowledge and information I had.

The contracts were offered in evidence. They showed the sheep had been leased for 20 cents per head; Pickard to keep all the lambs and wool, but to return the stock in good condition.

Mr. Dyer continued—I also rented some sheep to J. H. Freeman, about 3450, for 25 cents per head; also 121 to Edward Steadman for the same amount; I leased 507 to Wm. Parker for one and one-half pounds of wool and six lambs per hundred; I leased 841 to Charles Peterson for two and one-half pounds of wool and ten lambs on the hundred; in letting this last lot I took into consideration the fact that the lessee was not so well fixed financially; Walter Steadman leased 31 sheep at 25 cents per head; the contracts to which my attention has been called cover all the sheep received from the Church; I had not before been aware of the kind of sheep that seemed to be turned in for tithing; when I heard that all poor and scrubby sheep were being turned in, I went to Mr. Williams and told him I thought it was an imposition that we should not submit to; he laughed and asked me what I was going to do about it; I received orders for 30,158 sheep, but gathered only 30,000; when I asked Mr. Peters to act as my attorney, he said he could not do so without the consent of both parties; I wrote to the Attorney-General about the matter, in which letter I used the following language: "There is another matter I desire to call your attention to, and that is in regard to the employment of counsel. In the first place, I expect to employ P. L. Williams