

sation upon false statements made by him. I feel quite clear that I must sustain this objection.

Mr. Critchelow—Mr. Hills, under the circumstances of the question I have asked, is \$25,000 a fair compensation?

Objected to; objection sustained.

Mr. Critchelow—Do you consider that amount excessive?

Same objection; same ruling.

Mr. Critchelow—Would not such a claim be grossly exorbitant and unconscionable?

Same objection; same ruling.

As to the suggestion to go to Mr. Richards' house, it was agreed to go to Mr. Richards' house in the afternoon.

#### MR. PETERS

was called by Judge Powers and testified—I was employed by the receiver shortly after his appointment; I accepted only on condition that all parties should consent; Mr. Dyer received a communication from Attorney-General Garland, to the effect that he had no objection to the employment; thereupon I accepted it; the suit against the Church was in charge of the Attorney-General, and I acted under his direction; I acted as attorney for the receiver until last November; there was never any arrangement, confederacy or agreement with Mr. Dyer or any one else with reference to my employment as attorney; I have never known of any combination or understanding, open or secret, by which the receiver forebore to do anything, or did anything he should not have done in this suit; there was no collusion with the defendant in any way; the receiver always consulted with his attorneys before taking any step; I was consulted on the terms of the compromise in the main case; it was my judgment, and is now, that it was a fair compromise, with all the matters that have since been testified to; I read the compromise to the court; in the conversation that followed, the defendants said they did not object to the compromise, which was turning over the property; Mr. Marshall said it was turning over the proceeds of the property; the court inquired if all parties were agreed, and the answer was in the affirmative; nothing was said as to values; all on that subject is in the petition for compromise; I kept the Attorney General fully advised of all the steps in the case; I stated to Mr. Royle after I returned from Washington, that the settlement was approved by the Attorney General.

To Judge Marshall—I did not know, at the time of the compromise, that it was acceptable to the Attorney-General; I do not consider the receiver's course as negligent; he did not delay, but was all the time on the look out for property; I did not inspect his leaves for sheep; they were left with Mr. Williams and Mr. Dyer; I believe the petition for compromise correctly stated the facts; I understood we were getting nearer the value in some instances than in others; in some cases we got 50 per cent. and in others 75 per cent.; we did not consider the value of the Z. C. M. I. factory, because

we could not have recovered that; we got about 80 per cent. of the value of that part of the "constitution" lot that we had a chance of recovering; we got about 70 per cent. of the value of the street car stock, that is if the corporation was properly managed; we had a fighting chance for that; we had to depend on Mr. Armstrong to make out a case against himself; I did not draw the order authorizing the compromise; I presume I saw it before it was presented, but could not say; I remember that Mr. Marshall said to the court that he considered the compromise fair and reasonable; it was the privilege of the court to know the value of the property; I thought they had it, and they evidently thought so too, for they acted so; if they had had any doubts they would probably have taken testimony; I did not deem it my duty to volunteer anything, or to appear officious; I thought there was enough set forth in the petition; I was not specially employed by the Attorney-General in this case; I was directed to work on it, but was informed that I would not get paid anything extra for the service; there was no written agreement showing that the \$75,000 was in lieu of the \$268,000, and that the United States had no right to further pursue that personal property; I know of no written acceptance of the compromise, but that was the understanding; there were several pieces of real estate, suspected of being held on secret trust, for which no suits were brought.

To Judge Powers—I consented to the compromise because of the uncertainty of the result of the litigation; I understood the street railway franchise would soon expire, and as the city officers were not friendly to the suit, it could be made of little or no value in a short time; it was necessary for us to work quietly; we endeavored to get all the property we could.

Court took a recess till 2 p. m.

At 2 o'clock in the afternoon Examiner Harkness, Attorneys McBride, Marshall, Critchelow and Peters, Marshal Dyer and the stenographer repaired to the residence of Hon. F. S. Richards, who was slightly improved, but was still in ill health.

#### MR. RICHARDS

testified—I am one of the attorneys for the Church in the suit by the government; the petition for compromise, filed in the Supreme Court on July 9, contained all there was; there was not much compromise in the matter; compromise means giving and taking by both parties, but in this case we did all the giving and the government did all the taking; it was forced upon us; one item of settlement was the taking of \$75,000 for what was left of the \$268,000 in personal property that was transferred to the Stake Associations; the amount was to be in full satisfaction of those transfers; the compromise, as you call it, involved no conditions with the receiver; in June, 1888, I arranged with the Attorney General at Washington for a speedy

hearing of the case in the Supreme Court of the United States, when the final decree should be obtained; the Attorney General wanted the case advanced as well as ourselves; the reason we turned over so much property, was to get a final decree; we turned over property that they could not get, and never would have got, but to obtain a final decree; we turned over more than they were entitled to; Mr. Peters wanted \$268,000 worth of personal property, but when I came to investigate we only had \$50,000 left; we finally agreed on \$75,000; a statement of facts was made as a basis for the decree; I understood that that was final as to that property; inasmuch as we had turned over all the property of the corporation, and more, we were to have a final decree; I wanted that decree, and if I had not expected it, I would have opposed the turning over of the property; I have my idea as to the scope of the final decree; it was not a part of the understanding that the receiver of the United States could follow other property; it was not the understanding that, as the property was turned over, the receiver would continue to pursue property alleged to belong to the Church; no agreement was made on that; I don't know that I would like to say whether, under the decree, there could be a further pursuit of the property; one provision of the decree was the continuing of the receivership; I had no understanding as to the effect of that; I did not suppose other property would be pursued, because we had no more; I understood that it was to be the end of litigation; I expected the final decree to be the end of the litigation; the obtaining of the decree was the condition of surrendering the property; on this basis I consented to the settlement; there was no compromise; they arbitrarily demanded certain property, and we had to accede to get the decree; they did not seem to want a final decree; they were after property, property; I was the only one who mentioned final decree; I met Mr. Peters in Washington, in July 1888, in the presence of Solicitor General Jenks; the items of the settlement were approved, and he understood the property was surrendered only for the purpose of getting the final decree; we talked the matter over fully. As to the letter Mr. Young and I wrote to Receiver Dyer, as to \$25,000 for compensation, I remember the circumstances; after the compensation question was referred to Judge Sprague, Mr. Dyer asked me how much I thought he should have; I said I had not thought of it, but said that probably it should be the same as an executor of an estate; I told him I did not know; afterwards Mr. Dyer came to me again, and said he was going east, and would like to have our ideas on the subject; I asked him what he would like; he said he had the opinions of business men placing the figure above what he wanted; he said \$25,000 would suit him; I