

them; they were worth \$25 per head, but no more; Preston and Winder ordered me to turn the horses over to Young; never heard that my father ever offered to purchase these horses; I understand that E. D. Woolley had charge of the Pipes Springs ranch. There were about 400 head of cattle at Panguitch in 1888; fifty head of steers were sold to John Murdock, at \$20 per head; I heard that Young had offered \$12 per head for the cattle at Panguitch and Pipe Springs ranch.

To Judge Powers—I saw some of the Church sheep at Richfield; they were mixed—old and young, and not up to the average; would not shear more than five pounds; I think 18 cents per head would have been a fair rental for this class of sheep; I have a flock of 5000 rented out for three years; they yield about seven pounds of wool; I get two and a half pounds of wool and ten lambs the 100 per year; when I say 18 cents a head is a good figure for the Church sheep on a one year lease, I take into consideration all the circumstances, the outfitting, dipping vats, etc., etc., which would cost almost as much for one year as for five; the ordinary rental down our way is one pound of wool and ten lambs.

J. L. RAWLINS

testified—I could not say I was familiar with the terms of the compromise; was advised from time to time as to what was being done, but took no active part in it; had a general idea that the real property was turned over for the purpose of a decree being entered, in order that an appeal might be taken; I understood that the turning over of this property was conditional upon the entering of a final decree, in order that an appeal might be taken to the Supreme Court of the United States. I do not know anything about the interlineations on page 9 of the record.

To Judge Powers—I understood that instructions had been received from Washington concerning the decree; that the whole matter had been arranged in Washington, and that the attorneys here were simply carrying out the instructions of the department.

E. D. Woolley testified—I live in Kane County, in this Territory; know Pipe Springs stock ranch; my partner and I own the ranch, having purchased it about ten months ago; prior to that time I was manager of the property; the Church had cattle there under my care; in the spring of 1887 there were about 800 head of mixed horn cattle, and thirty or forty head of horses; the cattle were worth about \$10 or \$11 per head, and the horses about \$25; in 1888 there were upwards of 1,000 head; know of a bunch of steers being sold to Murdock & Farnsworth—they brought \$20 a head; 1,050 head of cattle were delivered to John W. Young; they were worth about \$10 or \$11 per head; heard cow-camp talk to the effect that he paid \$15 per head with the calves thrown in; Young bought eighteen head of mustangs at the same time the cattle were taken away; know of no other church cattle there; we

gathered as clean as we could, but left probably 200 head.

To Judge Powers—The cattle on this ranch in 1887 were turned over to the Stake Association; others that came after were as tithing; think they were turned over in March; I don't remember the exact date. In 1888 was acquainted with the Church sheep herd in that country; we had the sheep leased for two pounds of wool and ten lambs per 100; the lease ran from year to year as long as the parties could agree; I do not think they were worth over \$1.50 per head; I would not want to be bothered with renting sheep for one year on any terms. If a lease ran for three years it would be worth a good deal more, of course.

THE LETTER.

Judge Powers announced that he had the letter written by the Church attorneys to Receiver Dyer, concerning the amount of compensation, and referred to in the testimony of Le Grand Young. The Judge said he would prefer to introduce it with other papers, in the case of the defense. Judge Marshall objected, and wanted it for their side. The examiner ruled that the latter proposition should prevail, so the letter was introduced. It reads as follows:

"SALT LAKE CITY, October 31, 1888.

Frank H. Dyer, Esq., Salt Lake City.

"Dear Sir—After consulting together, we have concluded not to interpose any objection to your proposition to have Twenty-five Thousand Dollars (\$25,000) allowed by the court for your fee as receiver of the corporation of the Church of Jesus Christ of Latter-day Saints.

Respectfully yours,

F. S. RICHARDS.

LE GRAND YOUNG.

Of counsel for the late corporation of the Church of Jesus Christ of Latter-day Saints."

An adjournment was then taken till today.

The dispute in reference to the payment of witnesses was settled later in the afternoon, by those who were subpoenaed receiving their mileage and per diem from the amount appropriated by the Supreme Court from the Church funds in the hands of Receiver Dyer.

On the morning of Feb. 7 the proceedings commenced by the calling of

JOHN BOND.

He objected to testifying until his fees were guaranteed. His objection was overruled. He testified—I live at Hennefer, Summit County; my experience is that good sheep rent for two pounds of wool, and 12 to 18 lambs on the hundred; I know the tithing property in Coalville; have seen no change of possession since 1866; there is an acre or an acre and a half of ground, and a small building, the whole worth about \$3,000; in November, 1887, my attention was called by a prominent citizen to

the removal of a large quantity of grain from the tithing office to the co-op store; I wrote an article about it to the *Tribune*, and it was published.

To Judge Powers—I never told the receiver about it, or offered him any proof; I don't know who owns the ground, or whose the grain was; I wrote to inform the community of my suspicion; the receiver knows me and could have called on me; I have been consulting with Zane & Zane in regard to this matter; never inquired for or consulted with the receiver; did not know he secured property at Coalville; never heard of his getting the coal mine; I wrote the letter to call the receiver's attention, supposing he would hunt me up; I don't know whether it was treating him fairly; all I had was a mere suspicion; I did not send my letter to the other papers, because formerly they wouldn't publish my articles.

To Judge Marshall—My sheep shear from 5½ to 6½ pounds; I leased my sheep to Frederick Burton, Kaysville.

JAMES ROBINSON

testified—I live at Chalk Creek, three miles from Coalville; I work at the old Church mine; went there twelve years ago; a year ago last October I leased the mine from Angus M. Cannon; I showed my lease to Judge Zane; there were five of us at first, but the mine turned out so bad that all but myself and one other left; we pay a royalty to Mr. Cannon.

To Judge Powers—I don't know whether or not Mr. Cannon pays the royalty to the receiver.

To Judge Marshall—I pay 25 cents per ton; I gave the figures to Judge Zane; some months I paid \$30, and some \$60.

H. B. CLAWSON

testified—I am manager of the Bullion, Beck & Champion Mining Co.; George Q. Cannon, W. B. Preston and George Reynolds are stockholders; the late John Taylor was an officer; I was made manager in September, 1886; these officers I have named are officers in the Church, except George Reynolds; L. John Nuttall was at one time an officer of the company; he retired about six months ago; I believe he is related to the late John Taylor; those I have mentioned held most of the stock; the Church held none of the stock, nor did anyone hold any stock in trust for the Church; the funds of the Church were not used in the purchase or maintenance of the mines; we have made no assessments on the stock; the mines have been self-supporting; I know of none of the stock being put in escrow on a bond; there was no arrangement of that kind; the bond was not secured by the Church.

To Judge Powers—The stock was not put in escrow, nor did I hear any talk about it; L. John Nuttall was not a large stockholder.

GEORGE S. PETERS,

district attorney, was the next witness. He testified—I was an attorney