

assed value in 1888 over 1887 was about 40 per cent.

W. A. ROSSITER

testified—I own the piece of property on which Savage's store is located; I have offered it for \$300 per foot, subject to the lease upon it; the Constitution lot, in 1887, was worth \$250 per foot Main Street frontage; it is worth but little more, on account of the lease upon it.

To Mr. Critchlow—I have offered my land to Le Grand Young, and expect to sell it to him.

S. W. DARKE

testified—in March, 1887, the Main Street frontage of the Old Constitution lot was probably worth \$100 per foot, running back 165 feet; it is now worth about 30 per cent more.

Adjourned till next morning at 10 o'clock.

On the morning of Feb. 13 Judge Powers proceeded with the cross-examination of

P. L. WILLIAMS,

who testified—I regard the suit against Ogden City, for the tithing yard, as a test case; I consider the Weber Stake Association as typical of the ecclesiastical organizations in the Territory, so that a trial of that case would involve the legal questions in all others; we thought it best to settle this one before commencing a multitude of suits; to commence needless suits would have been a mismanagement of the funds in the receiver's hands; I regard the Stake Associations as illegal; this is a question on which there may be much contention; we hoped to settle the Ogden case before taking steps in regard to other property; there is also the Washakie farm, used for humanizing Indians; this was left at the direction of the Attorney-General, who said an escheat could be prosecuted at a later date, should the law be deemed valid; we are willing and intend to bring suits whenever we have grounds, and are collecting information for this purpose; these trustees and others complaining have never given us any information whatever; on the contrary, I am informed they have advised school trustees not to see me; Mr. Dyer told me he had a talk with Mr. Richards about the compensation; during the examination the question was asked regarding who was represented by Mr. Peters; I understood that he represented the government; I inferred that he also represented the receiver; I remember his requesting Judge Sprague not to close the examination until Mr. Hobson had had a chance to cross-examine witnesses and introduce evidence; I was present when demand was made for the property at Brigham City and Logan; Mr. Moffatt, stenographer, was present, and was instructed to take down the conversation; at Logan, Lyman Martineau and George O. Pitkin refused to deliver the property, claiming it did not belong to the Church corporation; a similar proceeding was had at Brigham City with Alvin Nichols; I think the com-

promise was in good faith on the part of all concerned; have no suspicion to the contrary.

Mr. Williams was then made a witness for the defense, and testified—I had abstracts made of the property alleged to have belonged to the Church; I found that in 1878 H. S. Eldredge received the legal title to the "Old Constitution" property; it was subsequently sold to different parties; these sales were made in 1885; one piece was sold in 1883; I was satisfied that these purchasers had received the conveyances in good faith, and had taken possession of the property; I agreed to exclude that in a new bill, because there was no fighting ground for that lot; the compromise was made before a new bill was filed, and at a later date the defendants got a decree from the court in their favor; the Council House corner was not included in the compromise; it was decided to a scientific association, and we purpose bringing suits; there is a portion of the "Constitution" property, between the Council House and Woolley Brothers', south, and also west of the Council House, that was conveyed March 2, 1887, and we propose to pursue that; this is now held by H. B. Clawson and W. A. Rossiter; Mr. Williams then gave a history of the transfers of the Wells corner, as before noted in his testimony; the Cannon tract was purchased in 1881 from Alfalfa Young; he negotiated with the Church agent, but the property was transferred to A. M. Cannon; knowing that I could rely on this testimony, I commenced suit early; I think we could have recovered this, but in the other suits I had no testimony upon which I could rely like that of Mr. Young; in the lay the compromise was submitted to the court. I said nothing to mislead the court; in fact I said nothing at all; I remember the substance of what was said; the Chief Justice inquired whether the compromise was agreed to by both parties; this was replied to in the affirmative; Mr. Thomas Marshall added that the money received was the proceeds of certain property which the receiver was trying to get; he also made a remark, the substance of which was, that in view of the doubts connected with the suits he considered the settlement a judicious one; I made no representation outside of the matters stated in the petition, nor did any one else; there was no allusion by any one as to the value of property; there was no combination or conspiracy with the defendants in regard to these matters; I have no suspicion that the receiver acted otherwise than in good faith; he advised constantly with me; much of the time we had daily consultations.

To Judge Marshall—At the time of the decree no evidence was taken; that was made on a stipulated condition of facts; in this the Washakie farm was not mentioned; in my conversation with Mr. Dyer, about compensation, he told me he had talked with Mr. Richards; I did not understand that Mr. Dyer had made a proposition of \$25,000.

Judge Marshall—What did Mr. Peters do in the examination before Judge Sprague to show that he represented the government? Did he cross-examine witnesses?

Mr. Williams—No, he did not.

Judge Marshall—He examined some of the witnesses?

Mr. Williams—He only propounded questions to me as to the compensation of the attorneys; I concluded he was representing the government from the fact that he requested the examination to be held open for Mr. Hobson; he had not severed his relationship on the part of the government; when he examined me, he represented both of us as attorneys. In the findings of fact the Church did not admit having owned the Tithing Yards at Ogden; there is an inaccuracy in the petition for compromise, in saying that the "Constitution" property belonged to the Church on March 8, 1887; it should be at a time prior to that date; the court asked no questions about the value of the property at the date of the compromise; I would have given any information that I possessed on the subject; Mr. Marshall said the compromise was a judicious one; I think we got a fair value for the Wells property; Z. C. M. I. paid for its portion of the property in 1886.

Mr. Baskin commenced to ask Mr. Williams a question.

Judge Powers—Wait a minute. Who does Mr. Baskin represent?

Judge Marshall—He may ask questions for us.

Judge Powers protested to any one else appearing, out of respect to the court, of any one but the counsel appointed by the court. Mr. Baskin had stated that he appeared for the trustees. These had been adjudged in contempt. The petitioners' counsel had withdrawn, and out of respect to the court, those whom the court would not hear should not be permitted before the examination. Mr. Baskin's course the other day, if continued would prolong the case unnecessarily. There had been a session of the Supreme Court since the former occasion, and Mr. Baskin had made no application to that court to be heard. For these reasons the defense objected to his appearance.

Judge Marshall said Mr. Baskin could act at the request of the counsel for the court. For this examination they now requested that he appear and act with them. The feeling against him is uncalled for, and we ask that he appear.

Mr. Baskin—I said I would not appear without unanimous permission. That consent having been withdrawn, I do not propose to take any further steps in the case. So that is all.

Judge Marshall—I ask a ruling on the question.

Mr. Baskin—Against the objection of the gentlemen I cannot appear, as I have no legal standing in the case.

Judge McBride said that when he learned of the situation he was surprised. This investigation had been instituted by the court for its own defense.

Mr. Baskin and Zane & Zane withdrew, and the court appointed