

tions put by Mr. Varian in regard to the legal assistance he had employed, and the expense of the same. Mr. Varian then broached the subject of the compromise in regard to personal property which the Church had turned over to the various Stakes, and for which \$75,000 in cash was paid to the receiver. Witness had no means of ascertaining what this property consisted of, further than the inventories furnished by representatives of the Church; he believed these could be relied upon, but had he believed otherwise he had no means nor power by which to ascertain the truth, owing to the circumstances of the case.

The witness testified that sums of money had been deposited in the bank of W. S. McCornick & Co. and in that in which J. E. Dooley is interested, and that W. S. McCornick and J. E. Dooley were on his bond; there was no understanding that the money would be so deposited when those gentlemen went on his bond.

Witness had used for his private purposes \$11,000 of the fund, and had returned it with interest; it was at a time when more than a year and a half of his salary was due, and he felt he had a right to use a small part of the fund in his hands; he had a right to keep all of the money in his safe, instead of depositing it in bank.

Adjourned till 10 a.m. Sept. 2d.

At 10 o'clock this morning September 2nd, the inquiry into ex-Receiver Dyer's accounts were proceeded with before Commissioner Stone, but during the forenoon there was only one brief reference to expenditures made by him, which appears in the following report. Other matters were inquired into, to the exclusion of the accounts proper.

Mr. Varian began the proceedings by examining Mr. Dyer in regard to the Church Farm. Mr. Williams interrupted by asserting that Mr. Varian was endeavoring to mislead the witness.

Mr. Varian—I resent such impudent and insulting imputations.

Mr. Williams—You'll get more of them if I think you deserve them.

The commissioner endeavored to restore smoothness to the proceedings, and with some success, as the questions and answers succeeded each other for a time without special friction.

Mr. Varian sought to impeach the motives and methods of Mr. Dyer in respect to the compromise by which the latter obtained possession of the Church farm, but the replies of the witness did not afford Mr. Varian much capital.

The witness said that the attorneys for the Church took but little interest in the matter of his compensation as receiver, for the reason that it mattered but little to the defendant corporation what amount should be paid. This matter was gone into, but nothing new or important was elicited in regard to it.

The Commissioner—There are many matters connected with this case which have not yet been gone into and if counsel shall fail to enter

upon them, I shall feel it my duty to examine witnesses myself.

Mr. Varian—I intend to go into every phase of the case not covered by testimony previously taken.

To Mr. Williams—I was in no sense a party to the statement of facts agreed upon as a basis of a final decree; Mr. Peters did not represent me in regard to that matter; the reason why the lease to Mr. Winder is dated some months after I took undisputed possession of the Church farm, is because there was a delay in carrying out the terms upon which Mr. Armstrong delivered it to me; the matter of leasing back to the Church properties I had seized came up before the Territorial Supreme Court, which approved of the leases; each lease was made on what I considered the best terms I could hope to get, except in the case of the Church farm, which was leased at a low figure in pursuance of a compromise in regard to the title.

Mr. Varian—Since the final decree was entered the receiver has practically done nothing towards searching out more property?

Witness—Not much searching has been done, as it is well known what property the Church owned, and it has kept the receiver busy taking care of the property in his possession. Further, under the advice of my attorney, I did not plant expensive litigation to recover property, on account of the uncertainties of the case, and the doubt as to the constitutionality of the law.

Mr. Varian—Did the Church attorneys agree to turn over certain properties, on condition that a final decree should be agreed to?

Witness—I knew that such an arrangement was under consideration. I raised no objection to it; cannot say what negotiations took place between counsel about it.

Mr. Varian entered upon the expenditures made by the witness as receiver. The latter said some expenditures incurred in pursuance of the orders of the court were not economical, but all he had control of were.

To Mr. Richards—Do you know how the titles to the Temples are held?

Witness—The Logan Temple stands in the name of a corporation; and I am informed that the St. George and Manti Temples are held in the same way; none of them stand in the name of the Church of Jesus Christ of Latter-day Saints.

To Mr. Varian—It is a matter of public notoriety that the Temples are Church institutions.

F. S. Richards was sworn and examined by Mr. Varian—Was one of the attorneys for the Church, and as such agreed to the statement of facts upon which the final decree was based; it was agreed that certain property in dispute should be surrendered to the receiver on condition that a final decree should be entered; this was the motive which led the defendants to turn over certain property which they thought the government had no right to; the Church had no large amount of property not turned over that I know of; the

titling property in the various Stakes did not belong to the Church, but to local corporations; no property owned by the general Church that I know of, was reserved from being turned over; the temples are not Church properties; they are owned and controlled by the corporations in which the titles vest.

The witness described his connection with the matter of fixing the compensation of the receiver, and stated conversations he had with the receiver on the subject. The result was the Church attorneys addressed a letter to Mr. Dyer in which they informed him their client would make no opposition to allowing the amount of compensation be claimed.

To the commissioner—Mr. Dyer did not participate in making up the statement of facts; it was agreed to between Solicitor General Jenks, Mr. Peters, Mr. Hobson, and the Church attorneys; Mr. Dyer took no part, so far as I know, in the negotiations, neither did his attorney, Mr. Williams.

The commissioner—Was it agreed that the property named in the statement of facts, should be deemed all the property the Church had?

Witness—Such was my understanding; I have since regarded the decree as a finally; before the statement of facts was agreed to the attorneys for the government made investigations, and examined abstracts, to ascertain if the Church had property not embraced in it; the condition of Ward, Stake and Temple property was investigated by the Solicitor General before the statement of facts was agreed to; from what the attorneys of the government said at the time, and from the understanding had, I consider the final decree would stop the government in efforts to pursue property not named in the statement of facts; none of the government attorneys suggested that the suit should be kept open, or that the government should reserve any right to pursue property after the rendering of the final decree; any suits instituted since the decree are estopped by it, according to my construction of it.

To Judge Judd—I think the government cannot recover the property in Ogden, even if it is Church property, because of being barred by the decree; I understand that the property sued for in Ogden never was Church property.

To the Commissioner—The local corporations which own the Temples, are not considered branches of the general Church, but are independent; the Manti Temple was built by certain members of the Church, but not by the whole Church, for their use; the general officers of the Church do not control that Temple; it is controlled by the corporation which owns it; that corporation, as I understand, is not controlled by the heads of the Church; a number of the Stakes have been incorporated; the Stake corporations are wholly distinct from those which own and control the Temples; the Church had no title to the temples when