were willing to have Mr. Baskin assist them, he would consent, but they must control the case for the court.

Judge Powers said his side had no objection to the position suggested by the court.

Mr. Baskin said he did not want his hands tied. After thinking over the matter a little, he retired from the room.

P. L. WILLIAMS

was called as a witness, and testified —I am an attorney for the receiver; remember the inquiry before Judge Sprague, in the search for Church property; the receiver obtained an order on that inquiry for between $14,000 and $15.000 property; the defendants took an appeal; the property was never turned over; it included teams at the tithing office, Holstein cattle, etc., being a part of the property transferred to the Salt Lake Stake; this was included in the $75,000 compromise; two suits were brought in Ogden, for the tithing grounds there; these are still being prosecuted; the title there had been with Bishops McQuarrie and Stewart, one of them holding it as trustee for the Church; the final trustee had deeded it to the Weber Stake, which sold it to Ogden for $20,000; we regarded the Weber Stake incorporation as invalid; all of the Stakes are about the same; the Ogden tabernacle block was included in these suits; that title had been in two persons, and was finally conveyed to Weber Stake; I expected to show that the property had been in possession and control of the Church; I also brought suit for the property where L. W. Shurtliff resides; it had at one time been held in trust for the Church; I examined titles as to real estate in Logan; examined the title of the tabernacle grounds there; I concluded that that block was excepted, and brought no suit; the building is near the centre of the block of eight acres; the tithing house property there is now with the Cache Stake, and had been held by prominent "Mormons;" no suit has been brought for it; an entire block is used appurtenant to the Logan Temple; also examined records in Brigham City; the legal title to the tithing yard there was in Brigham Young, as his personal property; the circumstances indicated to me that it actually belonged to the Church; it must be worth $1500 or $2000; with the improvements, about $4000; the tithing grounds at Logan were worth $8000 or $10,000; there was a tract of 120 acres at the Washakie farm in the name of John Taylor, trustee-in-trust; no suit was brought for any of this, though possession was demanded; there are tithing grounds at Provo; I don't know as to Springville, American Fork, Spanish Fork, or Payson. There were other places than those I have mentioned which were visited by the agents of the receiver, with a view to learning whether there was any property belonging to the Church; I knew there were tithing yards in use in all the larger towns, and I expected to find the titles all in the Stake associations. I also expected to find that the property had been uniformly used by the Church; no suits were brought after June 30, 1888; I have made no estimate of how many towns there are in the territory where tithing houses may be found; there are perhaps eight outside Salt Lake where the property would be worth litigating; Richfield, Provo, and Beaver are among these; I don't think there is enough at St. George to go after; from what I heard this morning I think we could investigate Beaver and Heber City; we expect to bring proceedings for property at Provo; I don't know of any investigations since July, 1888; if there have been I don't know of it; the tithing yards at Provo I think are worth several thousand dollars; I do not know how large a piece the land is; I would expect to find property at Nephi; it is a county seat; I was at the examination before Judge Sprague, as to the receiver's compensation; heard the statement there for the first time that the Church would not contest this claim of $25,000; I was a little surprised; I first saw the letter of Messrs. Richards and Young to Mr. Dyer after it was published in the papers, as part of this examination; when I heard that the defendants did not oppose the compensation I talked with Mr. Dyer about the matter; at that examination Mr. Peters was present; I am not able to say who he was representing, except as he stated, that it was the United States in part; I drew the inference that he represented the receiver in part; I did not state that inference to the examiner, that I remember; his appearance at the examination on the writ of assistance was for the receiver; he represented both the government and the receiver in the last investigation, as I understand it; I was consulted in the main case in the drawing up of the stipulations of fact upon which the final decree was entered; the particular matter to which my attention was called was the finding of fact as to whether the Mormon Church still maintained polygamy as a tenent; the Church counsel had a stipulation which bore the impression that polygamy had been abandoned; I presume the government attorney called on me because of my long residence here; we considered it an important fact in the findings; there were a difference of opinion between counsel for the government and the Church as to the surrender of property before the final decree; there was a delay in paying over the money as agreed; the surrender was to be made before the final decree was entered; the Church had property which was not admitted; we secured the surrender of this and other property; when we discovered the property then came the question of surrender; the object of the receiver was to get all the property he could; the disposition of the Church was to give up only that which was discovered by the receiver and the United States attorney wanted it all; it was upon this condition that the decree was entered and compromise made; the receivership was continued so he could sue for other property, should it be discovered; of course the $268,000 in personal property was settled by the compromise for $75,000, the receiver commenced ten suits altogether; the first was in March, 1888, the last in May of the same year; since then there have been no suits brought; it was anticipated by me that the functions of the receiver would be continued after the final decree; it was my understanding that that was always in contemplation as a provision of the decree. It never was in contemplation that he could be suspended. The defendants were aware of it. I am not able to say whether it was an agreement or not; I only know that it was in contemplation by the government counsel; I don't think I understood that it was agreed, as a part of the compromise, that the receiver should be continued; I only knew what Mr. Peters told me. It was not so much a matter of agreement, but that when the church made a substantial surrender of property a decree was to be entered that an appeal might be taken; the receiver was to be continued to gather other property; the decree was no bar to pursuing other property; that is specially provided for; the $268,000 had been mostly consumed, and it was a hopeless undertaking to endeavor to find it; the entry of the decree would not have been made if the surrender of property had not been made; we either had to litigate the question out or come to an agreement; they did agree as to the property surrendered; the receiver is not precluded from further action for property; proceedings for the escheating of the real estate are now pending; if any personal property is found, hereafter, I think it may be pursued and escheated; the decree directly continues the functions of the receiver; it is my understanding that no further personal property could be escheated under the final decree; the claim was made by the defendants that a great deal of the property included in the assignment had been used up or disposed of—that it had been consumed in building temples, etc.; I thought it extremely doubtful, if we could trace and recover it; the receiver had a legal right to all the property held by the Church at the time of its dissolution; think the title broke down when it went into the Church Stake Associations; the property went to such persons as a rule against whom judgment would be of no account, because of the fact that it would be impossible for us to recover; there were some exceptions—Hatch, of Heber; Murdock, of Beaver, and others; I don't remember that I found any of the directors of these associations but who were men of means.

To Mr. Peters—I understood that the powers of the receiver were not to be curtailed or abbreviated in any way.

During Mr. Williams' examination, Mr. Baskin came in and took a seat with the attorneys appointed by the court, and consulted with them from time to time.