

judice the government in obtaining the property, if it is entitled to it at all.

Returning to the decree in the case of the receiver vs. H. S. Eldredge, and its effect upon the Council House property, witness stated that in his opinion, the decree might well be pleaded in bar to an action by the government to recover that property; the decree so far as it affects that property, ought to be amended; it is inconsistent with the proof submitted to the court. The reason why the Council House corner was omitted from the compromise was because the Church refused to pay any sum of money in lieu of it, the scientific association were satisfied with their title, and refused to pay anything, and the receiver refused to forego any right he might have to seize it, however shadowy. Thus the issue was left to be determined by litigation. H. S. Eldredge conveyed that property to the Literary and Scientific Association, Oct. 6, 1886, but I think they had possession two or three years before that, under some sort of a contract; I don't know why the property has not been improved; my belief is that the conveyance was a fraud, and that the reason why the property is not improved is because of a fear that the government may recover it; if the bottom facts could be reached, I believe it is Church property and subject to escheat. I think suit to recover it ought to be planted; it is worth from \$40,000 to \$50,000.

The reason why the \$75,000 compromise for personal property was not laid before the court for its approval before consummation, was because we did not deem it necessary to ask the court whether we should take \$75,000 or nothing; assuming that there could be no question as to what we ought to do.

To Judge Judd—It was in October 1887 that we first learned of the existence of the \$268,000 worth of personal property; it was turned over by the Church to the various Stakes in February 1887, eight months before we knew anything about it; we could not then identify the chickens that had been hatched from the eggs and the butter was very stale if not eaten up; the honey was strong and we knew nothing of the brands on the cattle.

Bishop J. R. Winder was examined by Judge Judd. Have acted in behalf of or as agent for the Church; took the course advised by counsel for the Church; in October 1888 I paid a note, given to the receiver, for \$157,000, the price of property that had been compromised; to raise the money two notes of \$50,000 each and one for \$60,000 were given to McCornick's bank we had also to borrow the \$75,000; we have paid the first notes in cash and other notes, but are still in debt on account of these sums of money; the receiver demanded 30,000 head of sheep, and to make up the number we had to borrow 5,600 head, which we did.

To the court—I was always opposed to giving \$75,000 in lieu of the personal property; I would rather

have let the receiver take his chances on recovering it; suits for it would have been contested at every point, because the property had been transferred by the Church; a very large proportion of the property must have been consumed; the property was inventoried at very high figures, wheat being put at \$1.00 per bushel when not 25 cents could have been realized out of it, after transporting it; for cattle inventoried at \$26 per head, the receiver offered, after they were gathered from remote points, \$12 per head; I can't think the whole \$268,000 worth of property would have brought 50 cents on the dollar; at the time it was turned over to the Stakes; it consisted largely of office furniture in 300 or 400 different offices; the produce and live stock, etc., were valued high, at titling or donation prices; I was opposed to paying the \$75,000, but I understood the respective attorneys had agreed upon a settlement with the government which required it, and I understood this transaction was a part of the whole settlement with the government which had been arranged for the purpose of a final decree, and was connected with the real estate compromise and the other transactions in the case.

Thomas Marshall, of the firm of Marshall & Royle, testified to having known Mr. P. L. Williams ever since the latter was admitted to the bar; think his standing is equal to that of any attorney at the bar of this Territory; regard him as competent counsel for the receiver; I am still of opinion that the compromise of real estate was wise and proper on the receiver.

To the court—I only refer to the two cases in which I was engaged; am not familiar with others.

John A. Marshall, the present attorney for Receiver H. M. Lawrence, was examined by Judge Judd: Have known P. L. Williams since 1878; his standing as an attorney is excellent; consider him competent as counsel for the receiver; my chief information concerning the Ogden suits has been obtained from Mr. Williams; no new suits have been brought by the present receiver; the Ogden cases are set for trial.

C. S. Varian was sworn, and examined by Judge Judd: The standing of P. L. Williams at the bar is good; have been United States District Attorney since about July 1889; have been connected with the case of the United States vs. the Church of Jesus Christ of Latter-day Saints; have had no communication with the Attorney General regarding the further pursuit of Church property; could not say whether the matter has been referred to in correspondence between myself and the department. I have done nothing in that direction; it is a question with me how far I ought to answer questions relating to my correspondence with the Attorney General; I don't now recollect any reference made by him to this matter. I have taken no steps to search for more property; have not deemed it incumbent upon me to

do so, or to take action in the case without special instructions.

W. C. Hall was sworn and examined by Judge Judd: Have known P. L. Williams seventeen years; his professional standing at the bar is first class; I think him a lawyer of sufficient ability to direct the legal business of the receiver, and that his advice was safe for the latter to follow.

Adjourned till 10 a. m.

The proceedings opened Friday, Sept. 19, by Mr. Williams being cross-examined by Le Grand Young. Mr. Williams testified:

Three days ago, in your office, I invited your attention to the decree in the case of F. H. Dyer, receiver, vs. H. S. Eldredge, and asked you if the decree disposed of that property, and you said it did; you said you could not tell how a provision relative to it came in the decree, and that there was no finding of fact in relation to it; you said the decree was drawn up in your office, and you could not account for the Council House property being embraced in it.

To the court—Mr. Young understood as I did that the five rods square, known as the Council House corner, was not included in the compromise. The witness detailed the manner in which all other portions of the constitution lot were compromised, and a decree agreed upon as to them, but claimed to have been astonished when he saw that the decree embraced the corner property; he did not believe there was premeditated fraud in framing the decree, but that it was framed by inadvertence so as to include the Council House corner.

Le Grand Young was examined by Mr. Williams: I remember that at the time of the compromise the Council House corner was to be excluded; at one time I thought I would allow the case to be dismissed as to all the other claimants to portions of that lot, but afterwards determined to offer proof and take a decree quieting their titles, which I did.

Witness described the proceedings that took place in court resulting in the decree, and continued: No evidence was offered relative to the corner; I prepared the findings of fact on which the decree was based; there was no finding of fact relative to the corner; I drew the decree; in doing so I did not intend that it should vary from the compromise understanding; I cannot explain how I came to draw the decree as I did, unless it was because of an understanding I had had with Mr. Peters, and because he thought the government had no case in regard to the corner, and consented to let it go; I cannot remember having such an understanding with Mr. Peters, but I cannot account for drawing the decree as I did unless such an understanding had been entered into.

To Judge Judd—When the Church parted with the Council House corner it received nothing for it, and hence, in the real estate compromise, the Church refused to pay any sum of money in lieu of it;