

reasonable compensation, why, all the receiver did was to ask the court to fix the amount, and to say that he thought he should have \$25,000. He saw the attorneys for both sides and took proof on the subject. There was nothing in all this that an honest man would not have done. A man has got a right to place his own value on his own services. The whole matter was in the hands of the court, and is still there. The court is amply able to take care of the question, and it cannot be successfully claimed that there has been anything but an honest, straightforward course on the part of Mr. Dyer.

Even the counsel for the court say that Mr. Dyer intentionally did no wrong. They say he omitted to do something that he should have done, but of that we are not convinced. I say in conclusion, after carefully listening to the testimony in this case, an investigation conducted by able attorneys, that Mr. Dyer stands today in an enviable position. He comes from a close investigation without a stain on his character. I submit that no case has been made against him on any point. I will not ask that he be given the presumption of innocence, for the testimony absolutely fails to give any color to any of these charges. I am glad that the investigation has been held, for it will now be seen that Mr. Dyer, Mr. Williams and Mr. Peters have been most unjustly accused by those who brought these charges into court.

Mr. Critchelow said he did not admit that the alleged suppression of facts by the receiver was unintentional.

Recess was taken till 2 p. m.

In the afternoon a further argument in behalf of the respondents was made by

JUDGE M'BRIDE,

who said the results of the investigation were important to the respondents in this investigation. Serious charges were made against them, and they were called here to answer. The investigation has about closed, and now the counsel for the court only ask that the examiner find that the court was unintentionally misled. They admit that there has been no bad faith. If the court did not have sufficient information it had the means of securing more. Nothing was said of the value of the real estate compromised. The court understood that it was a judicious compromise; if it had been the full value of the property that had been reported, that would have been a settlement, not a compromise. The two parties agreed upon a basis of compromise, and the court allowed it on that ground, not on any representations that were made as to the value of property in question. That is the usual course, when both parties agree; the court generally approves such a compromise upon being made aware of the agreement. The gentlemen engaged for the government, say that today they consider the settlement a fair one.

It would be a gross injustice to charge the receiver with having

misled the court, when he had nothing whatever to do with the matter placed before the court. If the court was misled, it was by itself, and by no one else. But even that does not appear. Judge Zane says now that it is a bad compromise. But he did not say so then, and there have been no reasons for a change in his opinion. Certainly no one would now say Judge Zane would be in an impartial frame of mind, considering the feeling that has grown up. The compromise was not the work of Mr. Dyer—it was not his business but that of the parties in the main case; therefore he could not be charged with misconduct. Mr. Dyer could not be held responsible for the errors of an attorney, even if it was an error. Right here in this case, leading counsel disagree, and shall Mr. Dyer say which is right? Even if he could, he had no right to interfere in the compromise. He had no interest therein. His business was to receive and care for the property. He followed the advice of his attorneys, and if there was any misconduct it was on them. Now the effort is being made to place that misconduct on Mr. Dyer. How much justice is there in that, when Mr. Williams and Mr. Peters are allowed to go free? Nothing is said of them but the consequences of their mistakes, if such they were, are to be saddled upon him. Is there any fairness in that? If he had got only 25 per cent of the property on the advice of his attorneys, they and not he were responsible.

Judge McBride then took up the sheep question, sustaining Mr. Dyer in the good rental he secured for a lot of scrubby sheep, such as the testimony showed these to be, and at a time when the sheep prospects were discouraging.

Mr. Dyer was not a sheepman, but he obtained all the information he could, and took the best terms he could find. It was known for two months that he would have sheep, yet none of these men who were anxious to pay 40 or 50 cents per head were heard of when the sheep were to be rented. The contract was fair and reasonable. Even if a mistake had been made, it is no evidence of bad faith, misconduct, or wilful negligence. It might be an excuse for censuring the Supreme Court because it had not appointed the shrewdest trader on the street to this office. But there is no evidence that a mistake had been made in this regard. In the whole matter of the receivership Mr. Dyer followed the advice of his attorneys, and it seems strange to me that he alone is to be censured for all the mistakes, instead of putting it on his advisers. It is absurd to censure Mr. Dyer for contracts pronounced legal by his advisers, simply because some attorney thinks there is a flaw in them. Whether or not the attorneys were mistaken is not Mr. Dyer's responsibility.

As to the \$268,000 worth of property, what did it consist of? Everything from a broken-down cradle in which children were rocked 25 years ago to the finest blooded horse that

Zion received for tithing, a lot of trash, and everything of that kind, was included in those lists. These lists were used for the transfer to the Stakes. Outside of the current tithes, the whole thing would not have brought fifteen cents on the dollar. The testimony of the men who knew exactly what the property was, is that the government got \$25,000 more than the whole thing was worth. The Church gave \$25,000 more than they had, not to conceal property, but to get the case forward for a decree. If this whole property had been put at auction in March, 1887, it would not have brought 20 cents on the dollar. Eight months later it had been expended; yet this was just at the time of his appointment, and it was beyond possibility for him to get it.

Suppose he had brought suits, who was he to sue for a pound of butter or a can of honey? And would he not have been assailed for wasting money? Such a course would have been foolish, and no sane man would suggest it. Could he have identified a single sheep? It was well known that he could not. He had to look to adversaries for his whole information, and they would not give any. He gathered his information little by little. Everybody would have condemned any other course on his part.

The point of the whole thing is this—that there was a suspicion that the defendants were trying to save their property. An insinuation that the receiver was aiding in that caused this investigation, which has shown that there is not a suggestion to form a basis for that insinuation. There is no ground for the shadow of a suspicion, yet that is the whole point of the case. Mr. Richards declares emphatically that the sole object of the surrender was to forward the case. The Church surrendered more property than it had. The government, instead of being defrauded, have got every dollar, and more too, than it should have. As to the Stake properties, these are still in dispute. The attorney of the government made arrangements for the settlement of the constitutionality of the law. The government is holding back, and these men are hounding Mr. Dyer to go ahead. What is he to do? Just what his counsel says: Let the test now being made be determined, that he can see his way clear.

If you had told men who knew the situation here that for the money he has expended, a little over \$7000, he could have got \$750,000 before the suit, they would have said you were a madman. It was a matter of great surprise that he got it with so little expense. We know that he and his attorneys were resisted at every step. The returns are beyond the most sanguine expectations. For keen, close, successful management, considering the circumstances, such an amount of property was never wrung from any people, and it is grossly unjust to impute wrong to him.

I agree with Mr. Richards that it was no compromise to give \$75,000 for \$50,000. The receiver had the