

Judge Powers—And in the Angus M. Cannon case the answer had been actually filed?

Judge Zane—I think so.

Judge Powers—And that demurrers had been put in in the others?

Judge Zane—Well, I don't remember now about the demurrers. They might have been mentioned, but I have no recollection now. I think there was an answer filed in one of them.

Judge Powers—The petition states in the Angus M. Cannon case. It set forth the defendant's claim to have sold the property previously to Angus M. Cannon for \$5,500.

Judge Zane—Yes.

Judge Powers—And in the Elbridge case it sets forth that the defendants had sold it for \$38,241.15—that they had received that amount of actual money.

Judge Zane—Yes.

Judge Powers—And in the Wells' corner case he claimed to have sold and received \$42,925.

Judge Zane—Well, I didn't understand that they received the money; but I understood that notes had been given.

Judge Powers—I see the petition stated that the defendants claimed and alleged that this property was sold prior to March, 1887, in good faith, under a valuable consideration, and the Church received for the property \$42,925. You will find that in the third paragraph of the petition.

Judge Zane—I will not, on my recollection, undertake to state the particulars about it.

Judge Powers—In those first, second and third paragraphs was anything said about its being the actual value of the property?

Judge Zane—I do not think so; I have not examined them. The petition will, however, show as to that, I suppose.

Judge Powers—Is it not a fact, as you recollect, that in those three paragraphs it was merely represented by the petitioner that he had commenced those suits, and that they alleged they had received that amount of money for each parcel?

Judge Marshall—We object to that interrogation. The petition will show for itself.

Judge Harkness—Is this petition to go in evidence?

Judge Powers—It is in evidence now as part of our answer. We have a right to see just to what extent the court was misled: (To witness)—You understood from the reading of the petition, did you not, that the proposal of the defendants was to compromise those suits by turning over to the petitioners this amount of money which they allege they had received?

Judge Zane—The amount of money I supposed in place of the land, to be treated and used as the land would have gone.

Judge Powers—You also understood from the petition that the petitioner believed, as advised by his counsel, that he was acting in the best interests of the parties in making this compromise?

Judge Zane—Yes.

Judge Powers—And you also understood from the petition that he

prayed for the advice and order of the court?

Judge Zane—Yes.

Judge Powers—Do you remember what was first said after the reading of the petition, and by whom?

Judge Zane—I would not undertake to say at this time. Mr. Peters, I think, made an explanation and some statements and Mr. Marshall also. But I really cannot say.

Judge Powers—You think Mr. Peters read the petition?

Judge Zane—I rather think he did, though I say I might be mistaken.

Judge Powers—Is it not a fact that you spoke first with regard to it, and asked in substance whether it was to be understood that this petition was agreed to by all the parties?

Judge Zane—I do not remember that I was first, but I think I did ask that question.

Judge Powers—And then did not Mr. Richards say in substance, "we (meaning the defendant) have no objections?"

Judge Zane—Well, I should think that was about correct.

Judge Powers—Then did not Mr. Young make a short statement, and say it was merely turning over to the receiver the property he was trying to get.

Judge Zane—Well, I don't remember whether he said that or not. He might have done so.

Judge Powers—Then did not Mr. Marshall say it was turning over the proceeds of the property, and make some explanation of the condition in which that title was?

Judge Zane—He made some statements, but I cannot exactly tell now what he said. He stated something twice. I think: After I had put some questions as to the statements made. The court consulted together, and some questions were propounded.

Judge Powers—Then did you not inquire whether this compromise was on the agreement of both parties, and did not Mr. Young state it was?

Judge Zane—Well, I am not prepared to say that Mr. Young said it was on the agreement of both parties. The counsel for the corporation, I understood, were not disposed to say very much about it. They were not objecting nor consenting very much; but the court understood they were not objecting, at least.

Judge Powers—Then did you not say right after Mr. Young said yes, referring to the fact that it was made on the agreement of both parties, "Well, let the order be made in that way, then?"

Judge Zane—No, I think on the representations of the representatives of the receiver and his solicitor, the corporation not objecting thereto, or something of that. We understood it was substantially by the consent of both parties.

Judge Powers—And the court understood also that it was in the settlement of certain suits?

Judge Zane—Yes.

Judge Powers—I think you stated in your direct examination that you got the impression that these figures

stated in the petition represented the actual value of the property.

Judge Zane—About, under the circumstances; it was not exact.

Judge Powers—Now can you state who it was that made that statement upon the subject, that these figures indicated nearly the value of the property?

Judge Zane—I am not prepared to say who made a statement in that particular language, but I will state that I understood from the representations there made that that was about the value of the property under the circumstances.

Judge Powers—Did you gather it from the petition or from the oral statements?

Judge Zane—From the oral statements.

Judge Powers—Well, now I want to know who it was made any representations of that kind to lead the court to believe that fact.

Judge Zane—Statements were made there by Mr. Peters and Mr. Marshall. Mr. Marshall probably said more than Mr. Peters did; but I think Mr. Peters also made some statements in explanation.

Judge Powers—I would like you, if you can, to give us the substance of what Mr. Marshall said which induced you to believe that the figures stated in the petition represented the actual value of the property.

Judge Zane—Well, when I asked the question a statement was made, and after that I asked the opinion of Judge Boreman and Judge Henderson—though I did not suppose that Judge Henderson would know anything of the value. I then inquired in order to find out about what the value of the property was, and whether the compromise was regarded as a fair one at the figures mentioned in the petition, and they satisfied us on that point that it was.

Judge Powers—You think Mr. Marshall made the statement? What I would like to get at is the substance of what Mr. Marshall said to influence the court to believe this.

Judge Zane—I cannot undertake to say what Mr. Marshall said, at this time.

Judge Powers—Did Mr. Marshall, in fact, mention any sum at all?

Judge Zane—I am not clear whether he did. I have not a clear recollection about it.

Judge Powers—Is it not a fact that he said "In view of the condition of the title he considered it a fair compromise?"

Judge Zane—Well he might have said that in view of the condition of the title and the circumstances he regarded it as a fair compromise and as a fair consideration.

Judge Powers—Was not that the substance of what he did say—taking into consideration the fact that there was a cloud on the title at least, and it was a question whether the plaintiff could recover or not? Was not that about all he did say with regard to the question of value?

Judge Zane—Well, no, I think that could have been hardly all he said.