

F. H. Dyer was sworn and testified—I was marshal when I was appointed receiver, in November, 1887; was in some degree familiar with the history, tenets and practices of the Mormon Church when I was appointed receiver; as marshal I had learned of these things in connection with prosecutions.

Mr. Varian—Were you not advised that Temples were used for plural marriages?

Le Grande Young objected to the question. The commissioner said it related to the uses of Temples, as to whether they were confined entirely to religious purposes, and was admissible.

Witness—I understood that plural marriages were performed in the Endowment House; I understood it to be a temporary substitute for a Temple; I supposed the Tabernacle, Assembly Hall and ward meeting houses were used for public worship but not for celebrating plural marriages.

Mr. Varian—Did you not understand the object of the law to be to deprive the Mormon Church of its property, that polygamy might thereby be abolished?

Witness—I understood the object to be to deprive the Church of speculative property which it could use for the propagation of its doctrines abroad.

The witness, in answer to questions, stated what property he understood was designed to be escheated.

Mr. Varian—Did not you understand as marshal that polygamy was still practiced?

Witness—I believed it was, but could get no proof of it; in four or five cases in which defendants were convicted of polygamy we never proved where the ceremony was performed; I was present when Mr. Cannon gave his testimony, but do not recollect its purport; had leased the Temple Block before he testified.

The witness explained the reasons why he leased the Temple Block to the Church. In answer to Mr. Varian's questions, witness said the court did not exempt the Temple Block on his representations.

Mr. Varian—Did you not consider it your duty to report to the court that the Temple Block contained the Endowment House and uncompleted Temple?

Witness—That was a matter of public notoriety with which the court was as familiar as I was; I considered it sufficient to report on the Temple Block as a whole, as its contents were well known; never agreed with the Church authorities that the Temple Block was exempt and should be excluded; if I reported that the Temple Block was used exclusively for religious purposes, it was because I was so informed.

Mr. Varian questioned the witness concerning the statement of facts agreed upon in October, 1888, for the purpose of obtaining a decree. The witness said he understood it had been prepared by the United States Attorney and that it was not his duty to correct any errors it might have contained.

Mr. Varian—Why did you not report to the court that the Endowment House, situated on the Temple Block, was used for celebrating plural marriages?

Witness—Because it had been abandoned and was not being used for any purpose.

Mr. Varian—Why did you not report that the Temple, when finished, would probably be used for that purpose?

Witness—Because I did not know what it would be used for.

Mr. Varian questioned the witness as to why he had not seized the Logan and St. George Temples, and the witness said he was advised by his counsel not to seize them, for the reason that the titles to them did not vest in the Church, and the disposition of the Salt Lake Temple, when determined upon, would settle that of the others, even if the Church should be found to own them.

Recess till 2 p.m.

It was 2:30 p.m. yesterday, Sept. 1st, before proceedings were resumed after recess. The stenographer was instructed to make four copies of the testimony, one for each of the parties interested and one for the examiner.

The examination of Mr. Dyer was continued: I suspected that the Church had property which I did not take possession of nor mention in my report; I endeavored to ascertain all the property the Church owned, and take possession of it; planted a suit to recover property in Ogden which I believed belonged to the Church, and made a demand for the tithing property in Logan, but it did not stand in the name of the Church; I regarded the Ogden suit as a test case, and awaited its result before planting others. In many cases the title to property used for Church purposes stood in the name of individuals and could not be traced to the Church; we made investigations regarding the titles of tithing properties throughout the Territory, and reached the conclusion that in most all cases, they could not be traced to the Church; I understood it to be my duty to take possession of all the property of the Church, but not for the purposes of a final decree; I had nothing to do with a final decree; I was only a custodian, subject to the order of the court; I went to Logan, Provo, Beaver and other places, and ascertained that the Church had personal property in those places, of a perishable nature.

Mr. Varian questioned the witness as to why he did not examine records in the various counties in a search for Church property, and the witness said he had done that so far as time and opportunity permitted.

Witness said he understood that after the final decree, the receiver could take possession of additional property if he could find it; the United States Solicitor General approved of the statement of facts; it was submitted to him by Mr. Peters, the United States attorney for Utah; I never read the statement of facts; had nothing to do with it; considered it my duty to

report to the court all the property of the Church, and did so, so far as I could; the reason I employed Mr. Peters was because he had a good knowledge of the case and was a good lawyer; in some matters connected with the case he did not represent me; when the final decree was rendered, I understood it referred only to the property that had been gathered, but did not exclude property from being taken which might in future be found; the reason why I did not pursue tithing and personal property in various parts of the Territory, was because I did not believe there was any personal property, and that the tithing property was all in the name of some one besides the Church; had information to this effect; don't think my leasing the tithing property in this city to Mr. Winder enabled the Church to continue collecting tithing here, other property could have been obtained for that purpose; I asked about fifty business men in this city what they would consider a fair rental for the tithing property, and only one among them named as high a figure as Mr. Winder offered, which was \$200 per month; did not know the property would continue to be used for tithing purposes; leased the Church farm to Mr. Winder at the low rent of \$50 a month for a short time as the result of negotiations which I deemed it best to conclude that way, in order to save a law suit about the title, which stood in Francis Armstrong's name; later the rent was made \$225 per month, and still later \$401; the reason I rented it to Mr. Winder was because Mr. Armstrong, in whose name it stood, offered to give it up if we would let Mr. Winder have it; I regarded this as the best thing to do, as it would save a law suit.

The way \$401 per month came to be received for the Church Farm, as the witness believed, was this: Certain parties wanted to obtain a lease of it knowing that there was a quantity of live stock on it that could not well be removed, and thinking they could therefore sublease it to the Church at a profit. The court made an order that bids be received, and in order to retain it, Mr. Winder had to bid the high figure of \$401 per month.

The party to whom I leased the Gardo House promised to pay \$50 per month and close the house and not allow it to be used. I thought it better to do this than rent it to some one for a lodging house, or the like, as there was much fine furniture in it, and the damage to this might exceed the rent I would get.

The witness explained fully in regard to the compromise settlement of the suits planted by him to get possession of certain pieces of real estate which the Church had sold; the Church offered to give witness what had been received by it for all those properties, and witness accepted the offer because there were grave doubts as to whether the properties could be recovered, and because the attorneys whom he had employed strongly advised him to so compromise the cases.

The witness answered many ques-