

Judge Marshall—We object to that as immaterial and irrelevant.

A.—Well, I don't know about that, Judge, whether it has all been produced yet or not.

Q.—What I mean is, have you furnished all the information that you have, or could learn of, to the attorneys?

Judge Marshall—We object to that as immaterial.

The Examiner—Yes. I think on this inquiry it is immaterial.

Judge Powers—Note an exception.

Q.—You have been represented here by counsel, haven't you, in this court room, to advise and assist the court attorneys?

Judge Marshall—We object to that as immaterial.

The Examiner—Yes, unless there is some improper representation claimed.

Judge Powers—No, I think not.

The Examiner—I think it is immaterial.

Judge Powers—I understood the court to rule that he need not answer what he knew about these charges?

The Examiner—Yes, that is not properly here.

Judge Marshall—Is the witness you refer to, Captain, Mr. Jack?

A.—Yes, sir.

Judge Powers—James Jack?

A.—I have forgotten his first name?

Q.—C. B. Jack?

A.—He is associated with Mr. Parsons down here.

Q.—Mr. C. B. Jack or J. F. Jack?

A.—I don't know his first name.

Judge Marshall—Wasn't he sent down south to investigate the property there?

A.—Yes, sir.

On the morning of February 15 there was a brief wait for F. S. Richards, who had been summoned as a witness. It was learned that Mr. Richards was confined to his room through sickness, and therefore could not attend. It was suggested that at 2 p. m. the examiner's court be transferred to Mr. Richards' house.

L. S. HILLS

was called and testified—I am cashier of the Deseret National Bank, and director in some corporate companies; am executor for H. S. Eldredge's estate which is worth \$500,000 or \$600,000; was also executor for Capt. Hooper's estate, worth \$600,000; I know of the suit of the government against the Church; am not acquainted with the labors the receiver has performed.

Mr. Critchelow—Mr. Hills, I will put a hypothetical question, and I wish you would remember the propositions therein stated: The receiver, who is also United States Marshal of Utah, in this case was appointed on the 7th and qualified on the 10th day of November, 1887, giving a bond in the sum of \$250,000. He acquired without any trouble beyond that of making demand and obtaining possession of about \$150,000 worth of real estate situated in Salt Lake City; he made formal demand upon the persons in

charge of the property of the late corporation that the same be turned over to him, which was refused. He had information that personal property to the value of about \$260,000, some of it perishable. but the bulk, say \$175,000 of it, substantial, and capable of being traced, had been in possession of the corporation in February, 1887; he made inquiries of the defendants and their representatives as to the existence of this property and gave orders to his deputy marshals in their travels throughout the Territory to keep a look out for property belonging to the late corporation, but did not instruct them to neglect other duties or to do detective work in ferreting it out; he made one trip in company with his clerk and attorney to Ogden, Logan, and Brigham City in search of personal property, making formal demand for the same; he attended some six or eight days on the examination by the United States District Attorney of certain witnesses before an examiner appointed by the Supreme Court, and in consequence of information there obtained he brought several suits and obtained possession, without serious contest of corporate stocks and real property in addition to that heretofore mentioned to the value of some \$272,333. His attorneys prosecuted a writ of assistance in the principal case and obtained a judgment for about \$14,000 worth of personal property situated in Salt Lake and at the Church farm just south of the city. He first sent an agent into the field to endeavor to find or collect personal property on the 11th of May, 1888, six months after his appointment, and this agent was gone four days making a hurried trip into Summit, Wasatch and Morgan counties; the same agent afterward made a trip into San Juan and Emery counties, but on neither occasion obtained trace of any property; the attorneys for the receiver about the same time brought ten suits for real estate and personal property situate in Salt Lake and Weber counties, which were in a short time compromised with the exception of three in Weber County, and the property sued for or its proceeds turned over to the receiver; and as a part of the same compromise and in full of the claim of \$268,000, the defendant corporation gave the receiver orders for 30,000 sheep, scattered throughout the Territory, and agreed to turn over some 1200 or 1400 head of cattle situate in southern or middle Utah, and to make up the difference between their value and \$75,000; the sheep were turned over without any more trouble than merely sending out agents to gather them, and the \$75,000 was after some little further negotiation paid over cash. These 1200 or 1400 head of cattle, and 25,000 or 30,000 head of sheep, though in existence, had never been found or sought for by the receiver. The \$14,000 worth of property obtained by the writ of assistance, was turned back to the Church; the sheep were leased out by the receiver to six individuals without any difficulty, and without

risk of loss. Nothing in the way of pursuit or inquiry after property was done by the receiver except as above stated, and nothing has been done since about July, 1888, except to gather and release sheep, and to start and gather cattle, and to accept the rents from real property in the receiver's nominal possession.

The result of this work in round figures is that about \$700,000 worth of property taken into the possession of the receiver, of which 240,000 cash is on hand in banks, the balance is represented by promissory notes (\$25,000 secured), real estate, corporate stocks and sheep. Keeping in view the fact that all the expenses of the receiver for attorneys, clerks, agents, traveling and other expenses are borne by the fund and should not be included in your estimate, what do you say is a fair and reasonable compensation for the work above detailed?

Judge Powers—We object, as the question is not a full complete and fair statement of what has been done by the receiver. It is conspicuous in its inexactness and extraordinary in its unfairness. It also goes to the question of the compensation of the receiver which is not before the court.

Judge Marshall contended that the receiver's statement to Examiner Sprague was "conspicuous in its exactness," and they proposed to show that. They also desired to show that the charge of \$25,000 was exorbitant, and therefore unconscionable.

Judge McBride argued that, the question of compensation had been specially reserved from this examination, and therefore could not be entered upon. The receiver made no demand, such as counsel say was too large.

Judge Marshall—One of the matters referred to the examiner was whether there had been a fraudulent and unconscionable claim.

Judge McBride—Such a claim is one that no modest and honest man would make. Mr. Dyer made no claim, but merely stated that he thought his services were worth \$25,000. The matter of compensation is directly involved in the question, and should not be admitted. It is a manifest misstatement of facts. It says Mr. Dyer was doing nothing for six months. Why they were walking around this Church bastille, trying to find a hole to get through to get at the property; they were fishing for testimony, just as these gentlemen are doing. It is unfair to say he did nothing for six months, when he laid his lines to get at this property.

Mr. Critchelow—If our question does not state the facts, is it not our own risk?

Judge McBride—Even then it is unfair to misstate the facts. We think this question is not within the scope of the court's order, and we therefore object to it.

Judge Harkness said the question could not be allowed, as it went to the matter of compensation. The court refused to refer that question, and we cannot go into it. We can only inquire as to whether he procured testimony as to his compen-