

as my chief counsel. He is an able and experienced lawyer, and a man of splendid standing here. The United States Attorney, George S. Peters, who has charge of these cases or suits, is so thoroughly familiar with the questions that are likely to arise, that I would like very much to have his assistance, and have him act for me with Mr. Williams. I requested him to do this, and he said that he, being counsel for one of the parties to the suit, could not act as counsel for the receiver without the consent of the other side. The gentlemen on the other side have signified their willingness to this employment, but Mr. Peters now says the Department of Justice may have some objections to his acting, and he will not do so without your consent. I am quite anxious to employ him for the reasons above stated. Have you any objection?

I received a reply from the Attorney-General consenting to the employment of Mr. Peters, and upon the receipt of this communication he accepted the employment offered him. My expense account is on file in the Supreme Court; in making these compromises I used my best judgment, and consulted with my attorneys on the matter. There was great question whether we could recover anything; I was influenced by no hope of gain or reward; my reasons for employing Peters and Williams were not because of the official positions held by them: I have tried to be diligent in my duties, and believe I have been; I have never contrived, schemed, conspired or hobbled with any of the defendants or their attorneys; have received no advantages or favors from the defendant corporation by reason of which I have done things I should not have done, or failed to do things that I should have done.

THE CROSS-EXAMINATION.

To Mr. Critchelow—I never claimed any specific amount, but I had fixed upon \$25,000 in my own mind; I was willing to leave the question with the court; I did not communicate the fact to the Attorney-General that McCornick and Dooley were on my bonds.

Mr. Critchelow—Do you understand there is any odium attached to your work, as Mr. Auerbach seemed to think there was?

Mr. Dyer—No, I did not take the word "odium" to mean just what it does literally; my trip east was mainly on the matter of my compensation.

Mr. Critchelow—Did you consider that these letters and Groesbeck's testimony would place the matter in a proper light before the Attorney-General?

Mr. Dyer—Well, as I understand it, he had been kept fully posted on the matter; he had always been kind to me, and I wanted his advice on the matter; I never thought there was anything strange about my application to the defendants to find out what amount they would consent to; it would have been the proper thing to have done in any other place than this; I never

had any conversation with Le Grand Young as to what I should receive; if the matter of compensation had been discussed between counsel on both sides, I think I should have known it; I never asked that Richards should place his answer in writing; the formality of the letter never struck me as being peculiar; the letter was not written at my request; I may have told Richards that I wanted to use the letter in Washington.

Mr. Critchelow—You were appointed receiver on recommendation of the attorneys on both sides?

Mr. Dyer—No, but I understood the defendants would not oppose my appointment; the first intimation I had that I would probably be appointed came from Solicitor-General Jenks.

Adjourned until this morning at 10 o'clock.

On the morning of Feb. 14 the cross-examination of

MR. DYER,

by Mr. Critchelow, was continued. He testified—I never informed my attorney about my endeavors to ascertain what compensation I was entitled to; I told him I wanted to arrange so as to obviate the necessity of an examination; I never informed him of receiving the letter from Mr. Richards, or that the defendants would not oppose the compensation at \$25,000; I went to Washington the evening I got the letter from Mr. Richards, and the examination was commenced the morning after I returned; I did not see Mr. Williams in the meantime; I intend to pursue the Church property not yet recovered; I consider the \$25,000 compensation for my services prior to November, 1888; I expect future services to be compensated for; I do not intend making any specific claim to the court; I have known Mr. Pickard ten years; have had personal business with him, but not as United States Marshal; am not connected with him in business; our relations are not specially intimate; during the last two years I have not taken any contract from him or any one else; I consider his financial standing good; I did not hear that he was failing; never heard that he had lost money; understood he was in the wool business; did not hear that he had been "caught" in the wool market, and lost from \$50,000; never heard of a rumor to that effect before today; I understood he was worth from \$200,000 to \$250,000; I supposed he was a practical sheep man; I took into account his responsibility to make good the contract for the sheep; I had the form of contract printed; got a copy from Col. Winder, and had it revised by Mr. Williams, and had some printed specially for the receiver's use; Mr. Pickard first asked me for 5000 or 6000 head of sheep, and offered 18 cents; I told him he could not have them; later he raised it to 20 cents but would go no higher; just at this time I learned of the poor sheep that were being turned in; I believed I would have considerable

trouble in renting the sheep, and asked Mr. Pickard to take a larger number at the price he had offered; I made contracts with others for smaller flocks, and then turned the remainder over to Mr. Pickard in pursuance of the agreement; the contract was not signed till all the sheep were delivered; it was virtually made before I got all the sheep into my possession, but I had enough to have a general idea of the class of sheep I was getting; I had not seen the Armstrong sheep at that time; I did not inquire of Bishop Bills whether he would take the sheep; I would like to see him; the contract with Pickard was allowed to expire on July 1, at his option, because I thought I would have more time to lease them another season; did not know that from July 1 there is no profit on sheep; did not know that contracts generally expired in the fall; I talked with lots of sheepmen, all of whom were despondent at the outlook; I received no offer above 25 cents, and concluded to rent the whole lot, so far as I could, to one responsible party; I sent E. R. Clute to count the Armstrong sheep; the Church had agreed to deliver 30,000 sheep, and gave me orders on the parties holding them; I refused to receive the cattle in lieu of \$75,000 at the rate of \$18 per head; I would not refuse to take the sheep; the agreement was to deliver the sheep the Church owned, and these were the sheep that were the property of the Church; I considered that the sheep men were imposing on me, but I could not very well help myself; I had a choice as to cattle or money, but did not have that choice as to the sheep; I was no party to the compromise, but knew of its consummation; if I had refused to take the sheep, I do not think I would have got any better; I think the contract with Pickard a fair one; if I had had more time I might possibly have done better, but could not say; I would not consider it a good agreement to lease the sheep for 20 cents per head, without the condition to keep the old stock good; there was nothing said looking to the appointment of any particular attorney before I was appointed receiver; I never spoke to Judge Hoge about this; it was not the understanding that I was to apply to Judge Hoge; he was suggested to me after I was appointed; no arrangements were made with him before the employment of Mr. Peters; I don't know of any negotiations on the subject; Mr. Williams mentioned the matter to me and I thought a little of it; I did not intend to employ Judge Hoge until it was intimated from some source that it would be well to employ Mr. Peters; no such intimation was ever made to me; I went to Washington last summer in connection with the receivership; I went at Mr. Peters' request; do not know that he had been requested by the Department to bring me along; we went in July, 1888, after the compromise; our business was connected with that; we conversed with Solicitor-General