

**NATIONAL
ARCHIVES
MICROFILM
PUBLICATIONS**

MICROCOPY

862

ROLL

882

NATIONAL ARCHIVES MICROFILM PUBLICATIONS

Microfilm Publication M862

NUMERICAL AND MINOR FILES OF
THE DEPARTMENT OF STATE
1906-1910

Roll 882

Numerical File

Case Nos.
14243/11 - 14263



THE NATIONAL ARCHIVES
NATIONAL ARCHIVES AND RECORDS SERVICE
GENERAL SERVICES ADMINISTRATION

WASHINGTON: 1972

INTRODUCTION

On the 1,240 rolls of this microfilm publication are reproduced the central files of the Department of State for the period 1906-10. The records include the Numerical File, consisting of 1,172 volumes plus annexes and unbound documents, arranged by case number from 1 to 25982, and the Minor File, consisting of 62 volumes containing more routine communications not incorporated into the Numerical File.

The central files of the Department of State from 1789 to 1906 were divided into several series on the basis of the type and origin of record. The diplomatic correspondence consisted mainly of series of instructions to and despatches from diplomatic officers, and notes to and from foreign missions in the United States. The consular correspondence included instructions to and despatches from U.S. consuls; and notes to and from foreign consuls. Most other correspondence, including that with private individuals and organizations, Federal agencies, and State officials, was filed in the miscellaneous letters received and domestic letters sent.

On August 15, 1906, the Bureau of Indexes and Archives adopted a subject system of classifying and filing records--the Numerical File. The first document on a new subject was assigned the next subject file number in sequence; each subsequent document on that subject was assigned a document number, separated from the file number with a slant (/) mark. For example, when the Department received a note dated August 16, 1906, from the Italian Embassy in the United States concerning the Algeciras Conference, a case file was established for political affairs in Morocco and given the next unassigned case file number, 295. Subsequent documents on the same subject were placed in the same file and given a document number, such as 295/2. As the number of cases grew larger, several case numbers were frequently assigned for the same general subject matter. For example, cases 421, 699, and 2151 also concern political conditions in Morocco.

Correspondence of the Department on matters of routine interest was kept in a separate series--the Minor File--that has been reproduced in this microfilm publication following the Numerical File. These records are arranged alphabetically by country for diplomatic correspondence, by city for consular correspondence, and by name of correspondent for letters to and from other sources.

Between 1906 and 1910 the number of case files grew to over 25,000, and it became clear that a more adaptable filing system was required. Therefore, in 1910, the Bureau of Indexes and Archives converted to a decimal filing scheme. A notation was

inserted at the end of each case in the Numerical File, indicating the Decimal File number of additional documents on the same subject. For example, following the last document in Numerical Case 295 is the entry "for subsequent correspondence on this case see 881.00," which is the category for Internal Affairs of States, Political Affairs of Morocco, in the Decimal File. In addition, the Department prepared a "Conversion Book" that aids in determining the Decimal File numbers that continue given Numerical File cases. An explanation of the decimal filing system is provided by the Department of State's *Classification of Correspondence* (4th edition, 1938) that is available as Microfilm Publication M600.

The documents in the Numerical File relate to virtually all aspects of American diplomacy and Department of State business for the years 1906-10. The growing role of the United States in world affairs during this period is reflected in the extensive correspondence in the Numerical File relating to major diplomatic subjects. Case files concerning U.S. diplomacy in the Far East include the immigration of Japanese to the United States (2542 and 223), the treatment of Japanese in California (1797), the Japanese protectorate over Korea (1166), the opium question in China and the International Opium Commission (774), and railway construction in China (5315). Among the case files on U.S. relations with other countries in the Western Hemisphere are those on the Newfoundland fisheries question (573, 17818, and 17931), the fur seal controversy (13097), the construction of the Panama Canal (637, 1502, and 14858), the Third Pan-American Conference in 1906 (249), the Fourth Pan-American Conference in 1910 (11302), the Dominican debt question (1199), Nicaraguan affairs (financial, 5691, political, 6369), the boundary dispute between Peru and Ecuador (17544), the Central American Peace Conference in Washington (6775), and the boundary line dispute between Mexico and the United States over El Chamizal (5308). Other significant cases include those on the world cruise of the Atlantic Fleet (8258), the Second Hague Peace Conference (40, 66, 2098, 12655, and 18944), the recognition of the Congo as a Belgian Colony (1806). The first case file contains documents relating to the establishment and later modifications of the Numerical File.

The National Archives has two primary finding aids to the records reproduced in this microfilm publication. One is a card index to the Numerical and Minor Files. The cards are arranged alphabetically by subject, by individual or organizational name, by consular or diplomatic post (city or country), and by Government department, and thereunder chronologically. There are also "purport lists" that consist of slips of papers indicating for each document in the Numerical File the date received, file number, subject, and summary of its contents. These lists of documents are arranged according to the decimal file system adopted in 1910. The index and "purport lists" are not included in this microfilm publication.

The appendix, Select List of Numerical File Cases, should serve as a finding aid to some of the more significant or voluminous cases. The select list consists of cases in Class 7, Political Relations of States, and Class 8, Internal Affairs of States, as listed in the "purport lists." The select list shows the general subject, the microfilm publication number if records in that Decimal File for the 1910-29 period have been microfilmed, the Decimal File number, the corresponding Numerical File number, and the roll(s) containing that file in this publication. For additional information about the case files and roll numbers of subject or decimal files not listed, address inquiries to the National Archives, (GSA), Diplomatic Branch (NNFD), Washington, DC 20408.

The records reproduced in this microfilm publication are part of the records in the National Archives designated as General Records of the Department of State, Record Group 59.

Closely related records in the same record group include the central files of the Department before 1906. These records include copies of instructions from the Department to U.S. Ministers, 1785-90, reproduced as *Foreign Letters of the Continental Congress and the Department of State* (M61), *Diplomatic and Consular Instructions, 1791-1801* (M28), *Diplomatic Instructions, 1801-1906* (M77), and *Consular Instructions, 1801-1834* (M78). Despatches received by the Department from U.S. diplomatic and consular officials are available as separate microfilm publications, with varying date spans between 1789 and 1906, for each country and consular post. Correspondence with representatives of foreign governments in the United States include notes to foreign ministers and consuls, 1793-1834 (M38); notes to foreign legations, 1834-1906 (M99); notes to foreign consuls, 1853-1906 (M663); and notes from foreign consuls, 1789-1906 (M664). Notes received by the Department from foreign legations are also available as separate microfilm publications, with varying date spans between 1789 and 1906, for each country. Correspondence of other than a diplomatic or consular nature for the period before 1906 may be found among the miscellaneous letters received (M179) and the domestic letters sent (M40).

Also in the same record group are the central files of the Department for the period after 1910. Many segments of the Decimal File, 1910-29, in Class 7, Political Relations of States, and Class 8, Internal Affairs of States, are available as microfilm publications.

Among the Records of the Foreign Service Posts of the Department of State, Record Group 84, are records originally kept at U.S. diplomatic and consular posts. The records of many posts include records for the 1906-10 period that are closely related to records in the Numerical File.

This editorial material was written by Ralph E. Huss.

Bureau of Indexes and Archives.

882

, 19

NUMERICAL FILE

1906-1910

CASES

14243/11

TO

14263

DEPARTMENT

OF STATE

184266
481 27. M.

1503 Fulton Street,
Brooklyn, N.Y., 29 July, 1908.

To the Honorable

Hon. ELIHU ROOT,
Secretary of State,
WASHINGTON, D.C.

Sir:-

I have the honor to acknowledge receipt of the Department's letter No. 14243/10, dated July 21, stating the legal opinion which a hurried study of the judgment rendered by the Tribunal de Cassation at Port-au-Prince, in my suit before the Haitian courts had been arrived at to the effect that, apparently, no impropriety was committed by the courts themselves, and that I should, therefore, take in Haiti such measures as I may be advised are necessary to protect my interests.

It is a fact that the judgments of the upper court are almost invariably so drafted as to produce the impression indicated. I have no time, nor is it my province, to go into details for the sake of trying to convince the Department of things contrary to its own findings, for fear, also, to make an abuse of its indulgence, so highly and gratefully appreciated by me. From the documents I have received by the last mail, I will only ask permission to submit a Memorandum presented to the Tribunal de Commerce, under date of May 23, 1905, and another Memorandum, presented to the Court of Cassation, under date of the 25 January, 1906, upon certain defalcations committed by our deceased accountant, and which should, according to the court's own ruling, have been admitted in compensation, or as an offset, against the supplementary salary claimed and allowed. By some finesse or other, these very aggravating documents were eliminated from the deliberations. I cannot here say when and how it was done. - In all equity, however, the amounts defalcated should have been deducted. The "orphans" of

of a defaulter, claiming their father's salary by the very books he has kept, cannot reasonably be allowed to repudiate the defalcations consigned in his own handwriting on those same, identical books, from which they seek to derive pecuniary benefit.:-

This suit was started for the restitution of money due to "orphans".-The label in itself casts an odium upon the defendants. But the label is wrong, as every else is wrong in this suit. I am quite sure the orphans little know what is done in their name. The eldest daughter, Alexandrine Bourgeois, was married in 1900 to Mr. Vabre, Director of the Branchhouse of the National Bank of Haiti at Jérémie. Just before leaving for New York, I received the card of fiançailles of the youngest daughter, Mademoiselle Jeanne Bourgeois, with Ludwig Maria Heinrich von Brocken, a prominent member of an important firm. None of these ladies, I am sure, know of the ignominies committed in their name.

A decision of the Tribunal de Cassation, Sections Réunies, is the highest and final judicial authority in Haiti. That Court has decided that our late book-keeper Charles Bourgeois shall have full pay, in spite of the suspension of work during three years, for want of water for our machinery. Now, Mr. Bourgeois is only one out of others, who shared his fate. They have as much claim to full pay as he had. They may now, and certainly will, sue me for supplementary salary, and I have no defense to offer.:- The Court has based its decision upon the pronounced plea that the firm had received "heavy indemnities" (which is not true) for the suspension, and that it was bad faith to deny full pay because of the heavy indemnity received. I have already taken pains to make clear elsewhere that I received nothing, that could possibly be applied to the relief of the employés.:- Yet, I must pay \$1000.- or go to jail, or lose my property. The others will claim much larger sums, on the same principle than Bourgeois. The Court must allow it, and I must enter no defense, because if I did, the epithet of bad faith would then at least be well deserved. What must I do then? More and more money will be exacted from me, against a treasure existing only in the imagination of the Tribunal de Cassation.:- My property

INDEX BUREAU

Property is attached now to satisfy the first call for additional salary adjudged Mr. Bourgeois, and if I must carry out the decree of the Court, the fruit of a lifetime's toil and industry will be wiped out. And I must carry it out. Does not this lead to the conclusion that there is something wrong in the award of the Arbitrator, providing no relief whatever for my workmen, when the highest judiciary authority of the land decrees that I must afford it, under penalty of imprisonment and loss of property? - Have not they pledged my personal property and liberty for the payment of the first claimant? - I most respectfully submit that a more forceful argument could not be presented for the revision or re-opening of the Water-Case (see Arbitrator's decision, 27 September, 1900) than the judgment just rendered by the Tribunal de Cassation, and I shall, at an early date, take the liberty to petition the American Government for the re-opening and final adjustment of certain proceedings, on the ground here complained of and others, for the vindication of overhanded justice and fair play.

I beg to remain, honorable Sir, ~~to remain~~.

Your humble and obedient servant

John D. McQueen

INDEX BUREAU

142 43 11-13
DEPT. OF STATE

Protection of the property of John
D. Metzger in Haiti.

Encl. 11-13. Brooklyn, N. Y.,
July 29, 1908.

John D. Metzger of July 21, and
Aoki's letter of July 21, and
submitted a copy of a Memorandum pre-
sented to the Tribunal de Commerce,
on July 23, 1908, and another Memo-
randum, presented to the Court of
Cassation, on Jan. 25, 1909, concern-
ing certain defalcations committed
by the firm's accountant, which
should, according to the court's
ruling, have been admitted in com-
pensation, against the supplementary
salary claimed and allowed.
States that a more forceful argu-
ment could not be presented, for the
revision or re-opening of the matter.
Then, the judgment of the Tribunal
de Cassation, and the Tribunal de
Commerce, and the U. S. Gov't
says that he will petition the U. S.
Gov't to that end, at an early date.
No. (Rec'd July 30, 1908)

they placed
it, under
highest
Admiral
the con-
will be
decreed
national

and my personal property and liberty for the payment of the list
of the most responsible agents that a more forceful argu-
ment could not be presented for the revision or re-opening of the
Water-Case (see Arbitrator's decision, 27 September, 1900) than the
judgment just rendered by the Tribunal de Cassation, and I shall, at
an early date, take the liberty to petition the American Government
for the re-opening and final adjustment of certain proceedings, on
the ground here complained of and others, for the vindication of
Justice and fair play.

I beg to remain, Honorable Sir,

Your humble and obedient servant

John D. Metzger

RECEIVED
JUL 30 1908
DEPT. OF STATE
AMERICAN OFFICE

Translation.Tribunal de Commerce de Port au Prince.

Vabre-Bourgeois, Plaintiffs against John D. Metzger & CO., Defendants. An Action for the collection of an alleged Claim of \$700.- gold "for some months salary" of the late Charles Bourgeois, book-keeper.

The Tribunal (Judgment of the 6 April, 1905) :-

"Whereas John D. Metzger & Co. allege that their Ateliers "were closed during (in) the month of May, 1898, in consequence of "troubles with the Government of Haiti and that, wishing to preserve their principal employes, of which Mr. Charles Bourgeois was one, in the expectation of resuming work, convoked them for the "proposal of a reduced salary till the final settlement of their "claims, and that it was in execution of this understanding (entente) "having become a conditional contract, that Charles Bourgeois received every week Twenty five Gourdes;

"Whereas Messrs. John D. Metzger & Co. must prove (établir) "this regular payment;

"For this cause and motive, the Tribunal, after deliberation, declares that there is no prescription and orders the presentation of the books of John D. Metzger & Co. according to Art. 15 "of the Code of Commerce without excluding (sans préjudice) the investigation and other elements of proof that may be deemed useful "later on. -Costs reserved."

"Given by us, L. Chapoteau, Dean, R. Bastien and E. W. J. Vital, "Judges, assisted by Mr. Auguste Dantie, Clerk, in public audience "of the 6th April, 1905, the 102 year of the Independence. It is ordered & ect."

MEMORANDUM OF THE DEFENDANTS.

May it please the Court : Preliminary to the compliance

INDEX BUREAU

compliance with the order of the Court, respecting the payment of what was agreed with the late Bourgeois, during the suspension of our Ateliers, it is necessary to fix the point of departure. The understanding about the diminution of salaries of our employes having taken effect on the 1st of June, 1898, for everybody, it behooves us to prove that the late Bourgeois was paid in full up to that date. This proof is furnished in the handwriting of the deceased on Ledger page 44, herewith annexed.

The starting-point now being established by the deceased himself, we may proceed to administer the proof which the Court demands of us.

The Ledger pages 43 to 46 shows that from June 1st, 1898, till September 30th, 1899, namely 16 months, Mr. Bourgeois has drawn Gourdes \$1679.89. That makes \$105.- a month or \$25.- a week, in round figures.

It is therefore proven that the late Bourgeois, during 16 months, strictly conformed himself to the salary agreed upon by a sort of modus vivendi which the firm had to impose upon each one of its principal employes. A refusal would, moreover, have caused his immediate discharge, for the house was not bound by contract to any special time of engagement with him. Furthermore, the employes stood a very good chance of being indemnified for the unjust suppression of their work and their living. Their claim was absolutely founded in equity, but it was not admitted. However, the very fact that we have formulated the claim for them, at their knowledge and express will (su et gré) -see Documents Diplomatiques, page 100- is superabundant proof in itself of the understanding alleged. It is not conceivable, in fact, that, when obliged to close our Ateliers, the firm convoked its employes and told them : there is no more work for you to do ... for this reason you get double pay henceforth ... me as usual and the other by way of a diplomatic claim which we are going to file on your behalf' ! - That is the proposition which Mr.

Mr. Mathon, lawyer of our adversaries, tries to make the Court understand! but the attempt is so pitiable that it is not worth even a discussion.

We hope to have amply ~~enlightened~~ enlightened the Court in regard to this second point, which is the very pivot of this case.

There remains a third point to be established, namely to know at what time Mr. Bourgeois has ceased his functions as book-keeper and consequently when his pay (even reduced, as per agreement which takes the place of a contract) should cease.

The books speak again for him. His last entries are made on the 1. October, 1899. The Court will verify this on page 269 on the Journal. So much for the third and last point.

In the interest of the memory of the deceased, father of children whose names are put forward as a means of diffamation and extortion, we should have wished to remain silent after having furnished the elements strictly necessary to our defense. Unfortunately, this is not enough. Much noise has been made of an alleged robbery of "orphelins". Even persons having nothing to do with the case have been written to with the evident purpose of forcing our hand through fear of discredit. Blackmail is the name for this. They deserve, therefore, no consideration.

Let us again take the Journal of the house, kept by Mr. Charles Bourgeois. Let us take the commencement of the book, namely the month of October, 1897, nearly nine months before the closing of our Ateliers, when the two Bourgeois (Charles and his brother Alexander, the dentist), and everybody else received regularly his salary and had therefore not the slightest excuse for stealing under pretense of pecuniary sufferings. Well, the Court will notice that from the 1st till the 14th October 1897, in the space of one fortnight, six forgeries have been committed on the Journal, pages ~~XXXXX~~ 3, 4, 7, 8 and 11 for \$93.00 of which three in favor of Alexander Bourgeois and the others for book-keeper Charles Bourgeois.

There is a number of other thefts and forgeries committed for the benefit of the two Bourgeois, but it is a work almost useless to ~~unearth them~~ unearth them. We will only signalize the suppression of the gold column in the account current of the Dentists, page 94, because this will come to the notice of the Court on the examination of the denounced forgeries. By this little operation \$80. gold have been made ... to the profit of the dentist, Alexander Bourgeois.

These forgeries are of an audacious nature. With such dispositions, what must have happened during the absence of the head of the house, who had full confidence in Bourgeois' ! - It is certainly easier to steal by writing nothing than by entry on books. But, be this as it may, a question of "Salary" under such circumstances can hardly be discussed. - -

Aside from the doings pointed out, Mr. Bourgeois had other resources. During the absence of the head of the house abroad he bought divisionary coin for account of one D.Vabre, Director of the National Bank Of Haiti at Jérémie. Mr. Vabre claims to be creditor of Mr. Bourgeois for \$800.- Gourdes. He can, if he chooses, explain whether his claim results from the indelicate operations made with our employé. -

To conclude, the Court is prayed to take note that notwithstanding the cessation of his work (see Journal October 1st, 1899, page 269) until his death, end of April, 1900, the house has never stopped to support Mr. Bourgeois. The house has paid in that little time \$831.25 Gourdes and ~~XXX~~ \$20.- gold (see Ledger pages 46 and 47, although it owed him nothing. - Consumptive in the last degree, expectorating his lungs everywhere, repulsive and dangerous for his surroundings, the poor moribund inspired us with an immense sentiment of pity. It has required a small sum of heroism to support what we have supported for himself and his children.... Unfortunately, these

these things are quickly forgotten and count for very little before the greed for money.

Our disbursements during this terrible agony mark three stages : the marriage of Miss Alexandrine Bourgeois with Mr. D. Vabre, the death of the father; the departure for France of Miss Germaine Bourgeois.

It is Madame Vabre, at the instigation of her husband, Mr. Vabre, and Mademoiselle Jeanne, at the instigation of Mr. Alexandre Bourgeois, the dentiste, who bring us to court. We have thus to deal with these two gentlemen. We leave the entire responsibility of this scandal at their door. They wanted it. The Court, we feel sure, will acquit us of the charges brought up against us because these charges are refuted (démenties) by the written, authentic, undeniable testimony of Bourgeois against Bourgeois. That will be justice.

(Signed) JOHN D. METZGER & CO

Port au Prince,

23 May, 1905.

Translation.

TRIBUNAL DE CASSATION of PORT-AU-PRINCE.

Vabre-Bourgeois versus John D. Metzger & Co.: - Memorandum of the Appellants against the Judgment of the Tribunal of Commerce of the
26 October, 1905.

To

Messieurs the President, Vice-President and Judges
composing the Tribunal de Cassation of the Republic.

Magistrates,

We have the honor to refer ourselves to our Memorandum of the 23 May, 1905, on record, which we confirm. The said Memorandum was addressed to the Tribunal of Commerce of this City in consequence of its Judgment of the 6 April, 1905, ordering "an investigation or other elements of proof that might appear useful thereafter, in the interest of truth".

This Memorandum establishes peremptorily:

1) That we have given full satisfaction in regard to the proof we were challenged to supply of the payment of \$25.00 Gourdes a week to book-keeper Charles Bourgeois during the suspension of our Ateliers through action of Etienne Mathon, Brutus St Victor and others;

2) That we have paid for the deceased during his malady, and on the occasion of his death, money in the amount aggregating \$831.25 Gourdes and \$20.00 Gold, which the Tribunal does not consider.

3) That aside from the regular wages or allowances paid to the deceased, he created for himself illicit revenues by means of fraudulent devices, proofs of which the Tribunal passes likewise in silence.

The Tribunal of Commerce, in posing the challenge to

challenge to prove the payment of \$25.- Gourdes a week to our accountant, evidently believed that such proof could not be supplied. The fact is, that by its concordant nature, this proof is the very pivot of the litigation. If this is not so, why is it that the challenge was made to produce the proof of the payment before pronouncing judgment? It was reasonable to suppose that after having satisfied the Tribunal to the point in regard to its demand, it was all satisfactory. The reason given for a contrary decision does not hold good. Mr. Bourgeois has credited himself in an auxiliary book of a salary, perhaps suspensive, but certainly in violation of logical MODUS VIVENDI agreed to. He has done more than this. "Qui peut plus, peut moins". At all events, his entries can ^{not} destroy our defense, and still less set aside, as henceforth useless, the investigation "and other elements of proof which might appear useful thereafter". These entries by device can in no wise be construed as an acknowledgement on our part of a dishonest accountants' acts, who has been denounced as such, proofs in hand. It is in vain that the Tribunal speaks of salary regularly credited and money drawn by degree of his requirements: "If the 'requirements' of a man are so utterly stringent as to resort to stealing, he will not draw during sixteen consecutive months always the same fixed, reduced value or amount when he is entitled to twice the amount."

But the Tribunal goes still further. After having awarded plaintiff the salary not due, and only suspensive at best, it passes under silence the investigation ordered by its first decision: it passes under silence grave facts, proven. It passes under silence money received in payment and money stolen, not even providing for the compensation against a trumped up claim which would crumble to pieces under the first rays of light of the investigation at ~~xxx~~ first admitted, and which it now proposes to suffocate. All turpitudes signalized, are passed under silence. In accord with our adversaries, the Tribunal even pushes its complaisance to the extent ^{of} prolonging the life of our deceased cashier four months after his burial (24 April, 1900) and gravely discusses the question whether

whether or not the good relatives should be awarded the salary they claim for these four months of supreme repose. - This macabre-
esque joke well indicates the degree of familiar effrontery of our
adversaries with the Tribunal de Commerce of this City. This is
monstrous. For the sake of the Bench, this judgment will be annul-
ed, - not for a mere banality of forme, but for the respect ~~and~~
of outraged morality.

And what to say of Counsel for the plaintiffs, Mr. Etienne
Mathon, already tristfully famous for his exploits. After having
inquired of us whether we would be willing to accept to pay this
award of the snap judgment, with a big reduction (which indicates
that he has little confidence in the final triumph of his cause) -
this same Mathon, after a categorical, formal rejection of his
offer, now assails us with a broadside of invective and abuse. He
feigns a profound indignation because our Counsel, Maitre Charles
Lechaud, had dared to make grave charges against book-keeper Bour-
geois in his manner of keeping accounts. Maitre Mathon calls that
"throwing gratuitous and injurious doubt upon the memory of an hon-
est man". (Follows a broadside of epithets). Maitre Mathon will
not "diminish" his client in stooping even to examine similar im-
putations. That is very prudent, but he will have to face the subject
all the same, for this is not at all the case of "gratuitous doubt"
but of forgery for the benefit of the two brothers Bourgeois, facts
proved by the books produced at the Tribunal de Commerce by virtue
of the investigation at first admitted and which is now to be suf-
focated or strangled, except for the decision of the Court of Cas-
sation.

It matters little whether the amounts subtracted are big
or small. Maitre Mathon, always generous with other people's money,
considers that \$93.00 Gourdes and \$20.00 taken within two weeks,
is nothing at all. In truth, it is little and it is much. It is
much to take in so short a time for a person who had for years
everything at his discretion by reason of the confidence he enjoy-
ed. - And it is much to subtract from the Community, when it is con-
sidered that everybody suffered from the suspension of work during

during the Mathon persecution, except the brothers Bourgeois. But, whether the amounts thus detected as stolen be great or small, one thing is very certain: that money belongs to us, and it was the absolute duty of the Tribunal de Commerce to adjudge it to us.

One of the characteristic features of this curious case is the impudence of our debtor Etienne Mathon in constituting himself in this improper case the prosecuting Counsel for the extortion of money of "orphans", whose creditors we certainly are. This shameless man owes us a considerable amount of money since many years, and by way of compensation he never misses an opportunity to persecute and vilify us. His conduct, now that the measure is complete, will be brought to the notice of whom it may concern. In the meanwhile, it is important that the Tribunal de Cassation be well penetrated of the moral level of the one who will present himself at its bar for the defense of "orphans" and the vindication of outraged honor. It is quite useless to give the assurance that these orphans have nothing to do with this action; their name is only used for an object of traffic, to exercise a certain moral pressure. These children were very grateful for the indulgence of Mr. Metzger in regard to their father, sick, helpless, without resources, without a contract! -- These children, no more than we, wanted to trouble the memory of their father. We are attacked, and we defend ourselves; that is all. It is for Maitre Etienne Mathon and those interested with him in the plunder, to assume what part of shame and mortification this insensate litigation implies.

Please accept, Magistrates, the expression of our highly distinguished consideration.

(signed) JOHN D. METZGER & CO.

Port-au-Prince,

25 January, 1906.

WORK OFFICE:

WALL STREET, NEW YORK.

TELEPHONE, 4556 JOHN.

THE GONAVE ISLAND
DEVELOPMENT COMPANY.
GONAVE ISLAND, HAITI.

LIEBER'S & A. B. C. V. CODES USED.

CABLE ADDRESS:

GONAVE, N. Y.

GONAVE, PORT AU PRINCE.

NEW YORK, 27th August, 1908.

To the Honorable

Hon. ELIHU ROOT,

Secretary of State,

WASHINGTON, D.C.

Sir:—

I have the honor to transmit herewith enclosed a copy of my Circular issued under date of the 25th instant, relating to affairs of the Corporation entitled "GONAVE ISLAND DEVELOPMENT COMPANY".

If not inconsistent with established usage or custom, I most respectfully beg that the Department will accept this document on file.

I am, Sir, with great respect,

Your humble servant

John D. Metzger

CIRCUL

entit
of th
the A
the a
ment

Corpo
fice,
A.M.
ests.

pons:
the e
agem
mely
into
"sna
guil
have

in. t

To

INDEX BUREAU

NEW YORK OFFICE

187 WALL STREET, NEW YORK

DEPT OF STATE

To the Honorable

Protection of the property of John D.
Metzger, in Haiti.

Encl. 14-15.

New York, N. Y.,
Aug. 27, 1908.

John D. Metzger,

Encloses a copy of his circular
issued on Aug. 26, 1908, relating to
affairs of the Corporation entitled
"Gonaive Island Development Company",
with note that they accept the docu-
ment on file.
No. (Rec'd Aug. 28, 1908)

N.Y.

GOVERNMENT OF THE UNITED STATES
DEPARTMENT OF STATE
WASHINGTON, D.C.

NEW YORK, 27th August, 1908.

Secretary of State

WASHINGTON, D.C.

Sir:-

I have the honor to transmit herewith enclosed a copy of my
Circular issued under date of the 25th instant, relating to affairs of
the Corporation entitled "GONAIVE ISLAND DEVELOPMENT COMPANY".
I most respectfully request that the Department will accept this document on file.
Very respectfully,
Your humble servant

John D. Metzger

John D. Metzger

RECEIVED
SEP 1 1908
DIPLOMATIC
BUREAU
U.S. DEPT. OF STATE
NEW YORK OFFICE
187 WALL STREET
NEW YORK

NEW YORK OFFICE:
74 WALL STREET, NEW YORK.
TELEPHONE, 4556 JOHN.

*THE GONAVE ISLAND
DEVELOPMENT COMPANY.*
GONAVE ISLAND, HAITI.

LIEBER'S & A. B. C. V. CODES USED:
CABLE ADDRESS:
GONAVE, N. Y.
GONAVE, PORT AU PRINCE

NEW YORK,
25th August, 1908.

CIRCULAR.

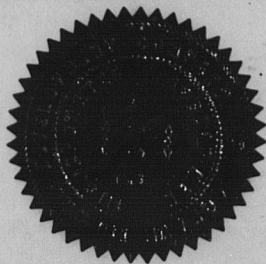
GONAVE ISLAND DEVELOPMENT COMPANY - HAITI.

The undersigned, General Manager for Haiti of a Corporation entitled "GONAVE ISLAND DEVELOPMENT COMPANY", organized under the laws of the State of New Jersey, August 15th, 1907, has the honor to inform the American Public, that from this date he assumes the management of the affairs of said Corporation in this country, as well as the adjustment and settlement of all its just debts and obligations.

He invites all persons having bought shares of stock of the Corporation, to present the same for registration at the Company's office, 74 Wall Street, Room 34, New York City, between the hours of 10 A.M. and noon, with a view of obtaining full protection of their interests.

This measure is taken by reason of the doings of some irresponsible swindlers, who have seized the control of the Corporation to the exclusion of its legitimate owners. And now that, through mismanagement, they are at the end of their rope, they try to play the extremely valuable Concession of the GONAVE ISLAND, by fraud and Collusion, into the hands of third parties, on the pretence of some contemplated "snap-judgment". - Criminal proceedings will be instituted against the guilty parties as speedily as possible after the affairs of the Company have been sifted and the responsibilities fixed.

IN WITNESS my hand and the Corporate Seal of the Company, in the City of New York, this 25th day of August, 1908.



John D. Metzger

To the DEPARTMENT OF STATE,
WASHINGTON, D.C.

1503 Fulton Street,

BROOKLYN, NEW YORK, December 29, 1909.

To the Honorable

Hon. P.C.KNOX,

Secretary of State,

WASHINGTON, D.C.

Sir:-

I have the honor to transmit herewith enclosed an affidavit, executed this day, with 11 Exhibits marked "A" to "L", both inclusive ; and further an enclosure marked "Legation Papers", and another enclosure marked "Gonave Island Papers", all of which will explain themselves and are respectfully submitted for action.

In regard to the affidavit and the exhibits "A" to "L", I would earnestly appeal for a rigid investigation by a Special Commissioner of the American Government. The conditions I have described are perfectly true and are extremely serious, and while I regard the present head of the executive, General Antoine Simon, as a benign and just ruler whom I would fain spare the least annoyance, it is unfortunately also true that the lawless element, engendered and fostered under the administration of General Nord Alexis, again raises its head impunely and defiantly.

In regard to the "Legation Papers", I have the honor to submit a series of letters exchanged with the American Minister, Mr. H.W.Furniss, and have made such comments thereon as the subject suggested. They fill 17 typewritten

typewritten pages. I am exceedingly sorry to say that the American Minister's attitude towards me has been almost openly unfriendly; that my enemies, close observers, have derived encouragement from this attitude especially in the daring violation of my homestead, - and that the Minister has snubbed and rebuffed the keepers of my business establishment who, when in the exercise of their duty, and terrified by the unusually fierce law proceedings, they humbly approached him for assistance and advice. The American Minister has uselessly aggravated my own position by first inviting an accumulation of voluminous evidence "for the safeguard of my interests", only to declare later on that he has nothing whatever to do with such safeguard. - Pages 2.5.6.7.8.9.10.11.15.16 and 17 relate to this incident. When some months later Mr. Furniss, on leave of absence, casually encountered me in the export office of a New York firm known to both, his behavior was insultingly rude, although not a word was exchanged between us on that occasion.

In regard to the Gonave Island matter, I beg permission to enclose an affidavit executed November 5, 1908, in New York City and containing 20 pages of descriptive matters, fairly covering the history of the case. Owing to dissensions among the conspirators themselves, one of them broke away from his associates and gave me physical possession of his holdings, enough to form controlling interest. Others then followed, so much so that I now control far more stock than is lawfully required to assume leadership.

The recovery of controlling interest naturalled led to the subsequent demand for the books and archives of the Corporation, when it leaked out that forgeries of the transfer book and the stock book had been perpetrated by the board of directors to the extent of at least \$40,000.00 and that the falsified stock is actually in circulation. No sooner was this subject broached, when every one of the board of directors

directors stood aloof, affecting a perfect indifference as to the reorganization of the company, and thus forming a dead-lock that apparently nothing can remove. The division of spoils set them quarelling and vilifying each other; but now, in the face of punishment, they stand a united, compact, law-defying body.

The attitude of this delinquent board of directors reposes in their knowledge that already once I tried to prosecute them criminally, but failed through lack of pecuniary means, they having taken the precaution to tie up all my resources to make me defenseless (affidavit page 20). They further know that I am in poor health, that I cannot stand another winter and must soon return to Haiti. They also know that intrigues have been started by moneyed people to "freeze" me out, and that Mr. Etienne Mathon, who installed himself lately the legal adviser of the "SOCIÉTÉ AGRICOLE ET INDUSTRIELLE DE L'ILE DE LA GONÂVE" may be relied upon to second any such design. - In this manner, the situation seems to be sadly embroiled unless a superior force comes to my aid.

I have read the official declarations of the Department of State relative to policies recently adopted for a more efficient encouragement of Foreign Trade, it being recognized by the State Department that "individual effort must be encouraged and supported through the instrumentality of the Foreign Service in its departmental, diplomatic and consular branches" and ect. This would seem to fit my case exactly. The Gonave Island and the Tortuga Island were at first united under leases held by one and the same Corporation composed of American citizens. Trouble came, and the Tortuga Island (La Tortue) was lost to American interests and is now leased to Belgians for some 60 years. Trouble has again come, and unless the emergency is promptly met, the Gonave Island may be lost as well. I

I would respectfully inquire whether the Foreign Service can not come to the rescue of individual effort in my case, and if so, what must be done to reach this all important object. The lease should be saved by all means, for such an opportunity is not likely ever to present itself again. It expires in the year 1950, extends over some 500 square miles of fertile territory and embraces untold resources and opportunities. I venture to hope that I have correctly understood the intentions of the State Department to extend its powerful protection to enterprises of this kind, so exceptionally momentous to American Foreign Trade and Industry.

Much of my communications must be found deficient both in form or otherwise. I trust they will receive the kind indulgence of the Department when it is understood that I am quite alone to do the work, without legal or any other assistance, in ill health and completely destitute. It is the faith in my good cause that has kept me up, and the conviction that I shall ultimately be vindicated in spite of calumny and designing enemies.

In the hope of a favorable reply, I have the honor to be, Sir,

Your humble and obedient servant

John L. Metzger

8 JAN 14 24 3 1908

DEPT. OF STATE

Protection of the property of John D. Metzger in Haiti.

Encl. 1c.

Brooklyn, New York,
1503 Fulton Street,
December 29, 1908.

John D. Metzger.

Encloses an affidavit, in exhibits marked "A" to "L", inclusive, one marked "Legation Papers" and another marked "Gonave Island Papers" requesting an investigation of the conditions in Haiti and stating that the attitude of the Mr. Minister has been perfectly unfriendly. Calls attention to the fact that the laasas of the Gonave Island is extremely valuable and that, unless the company can be re-organized, it will probably be lost to Mr. entorprise. Asks the good offices of the Department for the protection of his interests.
W. (Rec'd Dec. 31, 1908.)

4 1010
DEPARTMENT OF STATE

for attention

1 send to Legation for in-

DEPARTMENT OF STATE
JAN 1 1909
JAN 1 1909

*I checked and found
the original documents
sent to the Legation
and returned*

*Jul
C. B. J.*

243
No. 174

February 16, 1910.

HENRY W. PARNES, Esquire,
American Minister,
Port au Prince.

Sir:

The Department encloses herewith, for investigation and report, a copy of a letter, dated December 29th, 1909, and addressed to the Secretary of State by Mr. John D. Metzger, of Brooklyn, New York, together with its original enclosures, in which letter Metzger requests the good offices of the Department to protect his interests in the Gonaives Island concession and states that your attitude toward him is prejudicial to his interests.

You will return the enclosures to Metzger's letter.

I am, Sir,

Your obedient servant,

P. C. KNOX.

Enclosures:

From John D. Metzger, December 29, 1909, with original enclosures.

14243/16.

✓ □ M

A true copy of
the signed orig-
inal.

C.S. 2

JAN 3

14243/16
0151

DEPARTMENT OF STATE

JAN 4 1910

FOR
W.
T

778

7743

EXHIBIT 1

NOV 1944

February 16, 1910.

14243
Mr. John D. Metzger,
1503 Fulton Street,
Brooklyn, New York.

Sir:

The Department is in receipt of your letter of December 29th, 1909, enclosing papers relating to the Concession of Gonaives Island, which island, it appears, is situated in the Bay of Port au Prince, Haiti, and requesting the good offices of the Department to protect your interests in that concession.

You also enclose copies of correspondence on the subject, exchanged between yourself and the American Legation at Port au Prince, and state that the attitude of Henry W. Furness, American Minister to Haiti, toward you is prejudicial to your interests.

In reply you are informed that a copy of your letter and its enclosures have been sent to the Legation at Port au Prince with instructions to investigate your case and to report to the Department regarding it.

I am, Sir,

Your obedient servant,

HUNTINGTON WILSON.

Assistant Secretary of State.

14243/16
A true copy of
the signed original.

C. S. L.

14243/16
14243/16

✓
✓
A. M.

WORK OFFICE:
WALL STREET, NEW
TELEPHONE, 4855 JOH

EX BUREAU

To

DEPARTMENT OF STATE

JAN 31 1910

I

one

res

WORK OFFICE:

ALL STREET, NEW YORK.

TELEPHONE, 4255 JOHN.

THE GONAVE ISLAND
DEVELOPMENT COMPANY.
GONAVE ISLAND, HAITI.

LIEBER'S & A. B. C. V. CODES USED.

CABLE ADDRESS:

GONAVE, N. Y.

GONAVE, PORT AU PRINCE.

1503 Fulton Street,
Brooklyn NEW YORK, 27 Jan. 1910.

To the honorable

Hon. J. C. Knox,
Secretary of State.

Washington, D.C.

Sir:

I have the honor to state that
I have made a change in my
Post Office address, which from now
on will be Port-au-Prince, Haiti.

I am, Sir, with profound
respect, your most humble servant

John D. Metzger

INDEX BUREAU

18 JAN 1910
14243/17
DEPT. OF STATE

LATIN AMERICAN AFFAIRS
JAN 31 1910
DEPARTMENT OF STATE

Protection of the property of John
D. Metzger in Haiti.

Encl. 18. Brooklyn, N. Y.,
Jan. 27, 1910.

John D. Metzger.
States that hereafter his post
office address will be Fort-au-Pyramée
Haiti.
Ro. (Rec'd Jan. 29. 1910)

SPECIAL AGENT'S OFFICE
FEB 1 1910
DEPARTMENT OF STATE

Mr. C. L. ...
File

LIBRARY & A. B. C. V. CODES DEPT.
CHIEF ADDRESS
CONWAY, N. Y.
GONAVE, PORT AU PRINCE

NEW YORK 27 JAN 1910

LIST OF PAPERS.

- All here*
Yes
- ✓ Mr. Powell to Mr. Sherman, No. 19, August 31, 1897.
 - ✓ Mr. Sherman to Mr. Powell, No. 25, September 22, 1897.
 - ✓ Mr. Powell to Mr. Sherman, No. 49, October 12, 1897.
 - ✓ Mr. Powell to Mr. Sherman, No. 87, November 18, 1897.
 - ✓ Mr. Sherman to Mr. Powell, No. 68, December 6, 1897.
 - ✓ Mr. Powell to Mr. Sherman, No. 175, February 5, 1898.
 - ✓ Mr. Powell to Mr. Sherman, No. 179, February 8, 1898.
 - ✓ Mr. Sherman to Mr. Powell, No. 121, March 29, 1898.
 - ✓ Mr. Léger to Mr. Sherman, April 25, 1898.
 - ✓ Mr. Moore to Mr. Léger, No. 13, May (2), 1898.
 - ✓ Mr. Moore to Mr. Powell, No. 143, May 3, 1898.
 - ✓ Mr. Day to Mr. Léger, No. 16, May 31, 1898.
 - ✓ Mr. Léger to Mr. Day, June 3, 1898.
 - ✓ Mr. Day to Mr. Powell, Telegram, June 7, 1898.
 - ✓ Mr. Day to Mr. Léger, No. 18, June 9, 1898.
 - ✓ Mr. Day to Mr. Powell, No. 174, June 9, 1898.
 - ✓ Mr. Day to Mr. Powell, No. 175, June 9, 1898.
 - ✓ Mr. Powell to Mr. Day, Telegram, June 13, 1898.
 - ✓ Mr. Powell to Mr. Day, No. 301, June 15, 1898.
 - ✓ Mr. Day to Mr. Léger, No. 20, June 16, 1898.
 - ✓ Mr. Powell to Mr. Day, No. 308, June 20, 1898.
 - ✓ Mr. Léger to Mr. Day, No. 303, June 20, 1898.
 - ✓ Mr. Day to Mr. Powell, No. 190, June 24, 1898.
 - ✓ Mr. Powell to Mr. Day, No. 316, June 25, 1898.
 - ✓ Mr. Day to Mr. Powell, No. 200, July 1, 1898.
 - ✓ Mr. Léger to Mr. Day, July 1, 1898.
 - ✓ Mr. Day to Mr. Léger, No. 23, July 7, 1898.
 - ✓ Mr. Day to Mr. Powell, No. 203, July 8, 1898.
 - ✓ Mr. Powell to Mr. Day, No. 344, July 11, 1898.
 - ✓ Mr. Powell to Mr. Day, No. 352, July 13, 1898.
- F.M. 14743
20

RECEIVED

JAN 31 1910

RECEIVED

Mr. Powell to Mr. Sherman, No. 19, August 31, 1897.
Mr. Sherman to Mr. Powell, No. 25, September 22, 1897.
Mr. Powell to Mr. Sherman, No. 20, October 12, 1897.
Mr. Powell to Mr. Sherman, No. 27, November 18, 1897.
Mr. Sherman to Mr. Powell, No. 28, December 6, 1897.
Mr. Powell to Mr. Sherman, No. 176, February 5, 1898.
Mr. Powell to Mr. Sherman, No. 179, February 8, 1898.
Mr. Sherman to Mr. Powell, No. 121, March 23, 1898.
Mr. Sherman to Mr. Sherman, April 25, 1898.
Mr. Moore to Mr. Powell, No. 18, May 2, 1898.
Mr. Moore to Mr. Powell, No. 123, May 2, 1898.
Mr. Day to Mr. Powell, No. 10, May 31, 1898.
Mr. Day to Mr. Powell, June 3, 1898.
Mr. Day to Mr. Powell, Telegram, June 7, 1898.
Mr. Day to Mr. Powell, No. 18, June 9, 1898.
Mr. Day to Mr. Powell, No. 174, June 9, 1898.
Mr. Day to Mr. Powell, No. 175, June 9, 1898.
Mr. Powell to Mr. Day, Telegram, June 12, 1898.
Mr. Powell to Mr. Day, No. 301, June 15, 1898.
Mr. Day to Mr. Powell, No. 30, June 18, 1898.
Mr. Powell to Mr. Day, No. 308, June 20, 1898.
Mr. Day to Mr. Powell, No. 303, June 20, 1898.
Mr. Day to Mr. Powell, No. 100, June 24, 1898.
Mr. Powell to Mr. Day, No. 316, June 25, 1898.
Mr. Day to Mr. Powell, No. 300, July 1, 1898.
Mr. Day to Mr. Powell, No. 302, July 1, 1898.
Mr. Day to Mr. Powell, No. 303, July 1, 1898.
Mr. Powell to Mr. Day, No. 345, July 11, 1898.
Mr. Powell to Mr. Day, No. 323, July 12, 1898.

17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100

71.11.

Mr. Moore to Mr. Léger. No. 27, Sept. 6, 1898.

-2-

- ✓ Mr. Powell to Mr. Day, No. 402, August 16, 1898.
- ✓ Mr. Moore to Mr. Powell, No. 247, September 2, 1898.
- ✓ Mr. Léger to Mr. Day, September 7, 1898.
- ✓ Mr. Day to Mr. Powell, No. 252, September 14, 1898.
- ✓ Mr. Adee to Mr. Léger, No. 30, September 17, 1898.
- ✓ Mr. Léger to Mr. Adee, September 21, 1898.
- ✓ Mr. Hay to Mr. Léger, October 1, 1898, No. 31.
- ✓ Mr. Léger to Mr. Hay, October 5, 1898?
- Mr. Léger to Mr. Hay, October 6, 1898.
- ✓ Mr. Hay to Mr. Terres, No. 256, October 8, 1898.
- ✓ Mr. Hay to Mr. Terres, No. 257, October 10, 1898.
- ✓ Mr. Hay to Mr. Powell, No. 269, November 30, 1898.
- ✓ Mr. Hay to Mr. Léger, No. 32, November 30, 1898.
- ✓ Mr. Powell to Mr. Hay, No. 446, December 1, 1898.
- ✓ Mr. Powell to Mr. Hay, No. 447, December 1, 1898.
- ✓ Mr. Léger to Mr. Hay, December 9, 1898.
- ✓ Mr. Léger to Mr. Hay, December 13, 1898.
- ✓ Mr. Hay to Mr. Léger, No. 33, December 15, 1898.
- ✓ Mr. Léger to Mr. Hay, December 30, 1898.
- ✓ Mr. Powell to Mr. Hay, No. 478, January 4, 1899.
- ✓ Mr. Hill to Mr. Powell, No. 296, January 7, 1899.
- ✓ Mr. Hay to Mr. Powell, No. 300, January 13, 1899.
- ✓ Mr. Powell to Mr. Hay, No. 483, January 17, 1899.
- ✓ Mr. Hay to Mr. Powell, No. 305, January 20, 1899.
- ✓ Mr. Hay to Mr. Léger, No. 34, January 20, 1899.
- ✓ Mr. Powell to Mr. Hay, No. 493, January 23, 1899.
- ✓ Mr. Powell to Mr. Hay, No. 496, January 26, 1899.
- ✓ Mr. Hay to Mr. Powell, No. 314, February 7, 1899.
- ✓ Mr. Powell to Mr. Hay, No. 527, March 8, 1899.
- ✓ Mr. Hay to Mr. Léger, No. 36, April 3, 1899.
- ✓ Mr. Powell to Mr. Hay, No. 580, June 17, 1899.

JAN 21 1899

Copied

(Copy).

No. 19.

LEGATION OF THE UNITED STATES,
Port au Prince, Haiti,

August 31, 1897.

Honorable John Sherman,
Secretary of State,
Washington, D. C.

Sir: -

I respectfully transmit to you, the action I have taken in regard to the case of J. D. Metzger, that has lately claimed the attention of the Legation, and copies of all papers pertaining to the case on file in the Legation.

The facts of which case, J. D. Metzger, an American citizen, has a large capital invested in the milling and manufacturing supplies used by builders; as doors, shutters, blinds, &c; also in the making of articles of household furniture from native woods; as desks, bedsteads, chairs and articles of a like nature. It is the only establishment of this character in Haiti, and represents a vast interest. During the month of June, the Hon. E. Mathon, Chief Magistrate of the Commune (city) of Port au Prince, conceived the idea of levying a tax, upon each of his workmen, some of whom at the time was not in his employ, under what he claimed as the right of the Commune under a law or ordinance, Article 9 and 11.

Mr. Metzger denied the right of the Commune to tax his employes, or himself, when the same tax was not levied upon others in business in the city; that the

Chief

Chief Magistrate had no right to classify his workmen as clerks, and compel them to pay a clerk's license, nor to compel him, even if legal to assess such tax, to pay for a year, when he had only been in business the fractional part of a year, or for workmen that were not in his employ at the time this tax was levied.

In all other respects Mr. Metzger had complied with the law. He is also a liberal contributor to the several Public Institutions of the City, as the Fire Department, and the several charities that are partly fostered by the City.

The Chief Magistrate finding that Mr. Metzger would not submit to be thus taxed, had the constabulary force, close his place of business, and a vendue (auction) of his goods, that he had previously ~~secured~~ ^{seized} sold to satisfy the amount of the tax, or taxes due as claimed on the part of the Commune (city) by the workman employed by Mr. Metzger.

All this was done contrary to the established law here, in which notice must be first served of contemplated action. Mr. Metzger immediately protested to Hon. E. Mathon, the Chief Magistrate, as to the illegality of his action, and the arbitrary manner the same was executed. Finding he was to receive no redress, he appealed to the American Legation for its intervention. Dr. J. B. ^{Lucas} ~~Texas~~, Chargé d'Affair, ad interim, of the Legation, addressed two notes to the Hon. A. Firman, Secretary of State for Foreign Relations, calling the attention of the National Government to the arbitrary action of the Chief Magistrate of this Commune. The Hon.

Secretary

Secretary in reply to these communications stated the Commune was acting under a law, in which the National Government could not interfere, but admitted the rigor practiced upon our citizen, and advised him to apply to the tribunals of the city for redress.

At this stage of the proceedings, the whole matter was transferred to me to adjust. Mr. Metzger was advised by me to prepare his case, to support the same by all the facts, and laws pertaining to it, and place the same in my hands.

I then addressed a letter to the Hon. Solon Menos, Secretary of State for Foreign Affairs, (the Hon. A. Firman having resigned prior to my arrival) stating the views entertained by his predecessor, the Hon. A. Firman, was erroneous, that any local law, made by a Commune was paramount to the laws of the National Government, that in this respect my Government could and would not accept such evasion in reference to the rights of its citizens while in the peaceful avocation of their business, that if this view be allowed, then the right of every American citizen in business here was in jeopardy.

This view I have taken by referring to the treaty between the Republic of Haiti and the United States. (Treaties and Conventions &c page 552 Art. v.) which I cite for the benefit of the Department: "Nor shall they be compelled to pay any contributions (tax) whatever, higher or other than those that are or may be paid by native citizens."

I have requested the Hon. Solon Menos, the Secretary of State, etc., to give his immediate attention

to

(4)

to this matter, that Mr. J. D. Metzger be reimbursed for property illegally seized and sold, and a suitable indemnity paid for losses sustained by stoppage of business and impairing his credit.

Mr. Metzger claims as the value of the goods seized and sold to be worth to him \$1200. He also demands as indemnity of \$150,000. This indemnity I conceived to be entirely too much, yet I think that some indemnity should be paid. The main and most important question to be settled I trust for all time, Has a commune such an "Autonomy" that by its local laws it can set at naught the laws of the Republic, and the treaties that it has made with other governments?

The Department will favor me with further instructions whether my construction of the law is correct also what indemnity should be demanded.

Enclosed I transmit the Department copies of all papers and all correspondence that has occurred.

I have the honor, sir, to be,

Your obedient servant,

W. F. Powell.

Enclosures:

1. Copy of ordinance with translation.
- 2 & 3. Letters of Dr. ^{Unus} ~~Unus~~, to Hon. A. Firman.
4. Hon. A. Firman's reply.
5. The papers of J. D. Metzger.
6. Copy of letter addressed to Hon. Solon Menos.

(Copy)

Extrait de la Loi du 27 Octobre 1876, sur la
régie des impositions directes, modifiant celle du
21 Août 1862.

ART. 9. Les étrangers qui seront admis à exercer
toute autre industrie que le commerce, paieront un droit
double de celui exigé des Haïtiens exerçant la même in-
dustrie.

ART. 11. A l'égard des étrangers employés en qualité
des commis ou à tout autre titre au service des négociants,
commerçants, manufacturiers ou artisans, soit nationaux,
soit étrangers, ils seront assujettis au droit spécifié par
le tarif.

Celui qui les emploiera à son service sera respon-
sable du paiement de leur patente.

Translation.

Extract of the Law of October 27th, 1876, on
the administration of direct taxes, modifying
that of August 21st, 1862.

ART. 9. Foreigners who shall be admitted to exercise any other industry, excepting commerce, shall pay a tax double of that exacted from Haitians exercising the same industry.

ART. 11. In regard to foreigners employed in the capacity of clerks or under any other title, in the service of merchants, tradesmen, manufacturers or artisans, either natives or foreigners they shall be subject to the same taxes specified by the tariff.

Those who shall employ them shall be responsible for the payment of their license.

(Copy)

No. 147.

LEGATION OF THE UNITED STATES,

Port au Prince, June 25th, 1897.

Honorable A. Firmin,

Secretary of State for Foreign Relations,

Port au Prince.

Sir:

Herewith enclosed I transmit to you copy of a protest made to me to-day with a copy of a letter addressed to Mr. Mathon, Mayor of this city, by Mr. John D. Metzger.

I would be pleased if you would give this matter your immediate attention as it requires serious consideration, or it may eventually bring on some grave complications between our two respective Governments.

Mr. Mathon has certainly not proceeded in his rights and the course he has taken is calculated to do great harm to the business and standing of the firm of Messrs. John D. Metzger and Co.

On account of the proceedings of the police, under the orders of the Mayor, Mr. Metzger has been compelled to suspend his business.

Hoping to have an early reply, I am, Mr. Minister,

Very respectfully,

Your obedient servant,

JOHN B. Terres.

Enclosures:

Mr. Metzger to Dr. J. B. Terres. (On file).

Mr. Metzger to Mr. E. Mathon. (do)

(Copy).

148.

LEGATION OF THE UNITED STATES,
Port au Prince, June 28th, 1897.

Honorable A. Firmin,
Secretary of State for Foreign Relations,
Port au Prince.

S i r : -

Following my communication No. 147 of the 25th instant, I herewith enclosed transmit copies of several other documents bearing on the affair of Messrs. John D. Metzger and Co.

I had the hopes of hearing from you on the subject before this date, but not receiving up to this, any communication from you relative thereto, I have the honor to repeat to you that I would be pleased if you would give this affair your immediate and serious attention.

Please accept, Mr. Minister, the assurances of my most distinguished consideration.

JOHN B. TERRES.

Enclosures:

Mr. J. D. Metzger to Dr. J. B. Terres, June 28 (On file)	
Mr. J. D. Metzger to Hon. V. Doyon	"
Mr. E. Mathon to Mr. J. D. Metzger	"
Hon. V. Doyon to Mr. J. D. Metzger	"

Translation.

DEPARTMENT OF STATE
for
FOREIGN RELATIONS.
Section No. 112.

Port au Prince, June 28th 1897.

Mr. Vice Consul-General:

I have to acknowledge the receipt of your two letters of the 25th and 28th of this month, No's 147 and 148.

By the first you have transmitted to me copies of a protestation that Messrs. John D. Metzger & Co. have made to you and of a letter that he has addressed to Mr. Mathon, the Magistrate of the Commune.

"I would be pleased," you say, "if you would give this matter your immediate attention, as it requires serious consideration, or it may result in some serious complications between our two respective governments."

"Mr. Mathon has not proceeded in his rights and the course that he has taken is calculated to do great harm to the business and standing of the firm of John D. Metzger & Co."

"On account of the proceedings of the police under the orders of the Mayor, Mr. Metzger has been compelled to suspend his business."

In the second you have transmitted to me copies

Mr. John B. Terres,

Vice Consul General, Charged with the Legation
of the United States of America at
Port au Prince.

of several documents bearing on the affair of Messrs.
John B. Metzger & Co.

"I had hopes," you say, "of hearing from you, on the subject before this date, but not receiving up to this any communication from you relative thereto, I have the honor to repeat to you that I would be pleased if you would give this affair your immediate and serious attention."

I must first excuse myself for not having answered sooner your first letter which reached the Department of Foreign Relations on Saturday the 26th of this month, which was a Post day.

After having attentively read the several documents that you have had the extreme kindness to submit to me, it seems to me that the Magistrate Communal has acted with a very great severity in the affair of Messrs. John B. Metzger & Co., yet I cannot believe that he did so with premeditation and with the design of doing an injury to their establishment.

However; I regret being unable to enter into any discussion of this affair with the American Legation. In ^{reality} ~~reality~~, it is admitted in principle that Governments should answer for all the acts committed by their agents, in the exercise of their functions and on this are based the diplomatic claims, that may be presented on account of an abuse of authority committed by any public officer acting under the control of the superior administration. But such is not the case with Communal Councils.

According to our constitutional laws, the Commune is autonomy. The President or the Legislative power cannot intervene in the acts of the Communal Councils

cils, excepting in cases where they overpass their attributions and injure the general interest. Now the fact of having taken legal action to collect the direct taxes such as are fixed by the law of October 27, 1876, is positively within the attributions of these Councils or of their Magistrates. The Government could not intervene in the matter only in violating the Constitution of the country, and I know too well your spirit of loyalty to suppose that you would ask the doing of such a criminal act.

For this reason, I take the liberty, Mr. Vice Consul General, to advise you to direct your citizen to address himself to the competent courts which will not fail to render him justice as he may merit, in condemning, if there be cause, the Communal Council of Port-au-Prince to make to him such civil claims as are recognized as founded.

Please accept, Mr. Vice Consul General, the assurances of my very distinguished consideration.

A. Firmin.

(12)

Port at Prince, 26th August, 1897.

Honorable William F. Powell,

Envoy Extraordinary and Minister Plenipotentiary
to Hayti.

S i r : -

We have the honor to confirm and substantiate in the following our complaint against the City authorities under the date of June 26th, and to present, at the same time, in support thereof, such documentary proof and evidence as to leave no ground for any doubt or controversy on the questions submitted to your consideration.

Our firm represents almost exclusively American interests. We do the largest lumber trade in the Island, having two yards in Port au Prince and one in each of the following cities: Jacmel, Aux Cayes, Jeremie and Port de Paix, all of which are in our own firm name and rights. These yards are supplied by sailing vessels from the United States and by special steamers in our service. We have a branch house in New York City (John D. Metagor and Co., 15-25 Whitehall Street) and an Agency at Mobile, Alabama, (D. R. Lossing). Since about six months we have started a wood-work factory at Port au Prince, of which two photographic views are hereby presented as enclosures Nos 1 and 2. Only the first section, commonly known as a "blind and door" factory, is completed, while a saw-mill with dry-kiln, for the manufacture of domestic hard-woods and foreign timber, is still to be added. All the machinery is American, worked by American foremen. It is the first establishment of its

kind

kind not only in the island of Hayti, but in the whole West Indies, Havana, Cuba, perhaps excepted, and so far the factory has rendered excellent services to the public, who admire the immense progress realized over old fashioned methods.

It is this factory that has given rise to the difficulties of which we have complained.

No sooner a few machines were put into operation, when the City Magistrate, Mr. Mathon, demanded that licenses (patentes) be paid for "the foreign mechanists" at the rate of \$60., Haitian money, each. We retorted that the men attending our machines were not mechanical engineers, in fact, and still less so within the intents and the express definitions of the Haytian tariff, which provides that only "Mechaniciens qui ont des ateliers installés," (translated, mechanical engineers who have, or own, equipped workshops, shall pay a license. We explained that our business or trade was perfectly well provided for and defined in the Haytian tariff as "Menuisiers qui font des oeuvres en bois et en font des meubles, \$16," (translated, wood-workers, (cabinet-makers, joiners) who work wood and make furniture thereof, \$16 a year), and that it would be idle to look for any other classification; that furthermore we were informed that workmen of any trade, having no business place or shop of their own, were exempt, by long established usage from paying any license, which is true, as we shall prove later.

Non-content with our answer, the Magistrate sent at intervals again, repeating his demand. We had no other reply to offer than the first one.

On the 26th May six summons were handed into

the

the mill for the following workmen to appear before the Justice of the Peace on the first of June for sentence to pay each a year's license with fines and costs as follows:

Samson, "foreign mechanist",	\$97.
Thompson, "foreign clerk",	86.
Hubert, do	86.
McCormick, do	86.
Lee, do	86.
Spain,	86.

the originals of which are herewith annexed, sub. No. 3, A-F.

Samson, whose real name we lately learned, is Sandy Lee, had left the country some months prior to the summon; the other five workmen did not respond to the call, wishing no doubt to resent the imposition of being taxed and fined in direct violation of the law and with the manifest intent of discouraging foreign, although legitimate labor. Nor were these summons served on any body in particular and do not even bear the name of the process server, all of which makes them null and void. Whether, notwithstanding the men should have appeared or not, is not for us to determine, and has no direct bearing on our case.

On the 16th of June appeared on our premises the substitute of the Justice of the Peace, escorted by the police, some agents of the City administration (tax collectors) a sheriff ("huissier") and others. They claimed to have a judgment by default against our workmen, which, however, they did not communicate to us, nor had any writ or judgment, whatsoever been served on any of the

workmen

workmen in default.

We told the party that their trumped up claims of assimilation wood-workers to clerks, engineers and the like would not be recognized or encouraged by our firm, that we had held to our former declarations in regard to the classification of our trade and to the taxation of simple workmen in general and that, if they had any measures to take in the enforcement of unrightful and illegal claims to go ahead and take the consequences.

The party then penetrated into our yard, of which they effected to take possession. They ordered the auction-bell to be rung in the neighborhood and people began crowding before our gates.

But the sale was not consummated; the party held a long consultation and the Justice finally told us that after all the law gave him the option of imprisonment, which, he thought, was a more expeditious means of coercion.

We suggested to use his own discretion in regard to his choice.

Two days later (18th June) a City collector called at our office and politely presented a bill for license of Mr. John D. Metsger as "manusier" (wood-worker) \$16. This being the first legal and reasonable demand made in regard to the factory, immediate satisfaction was given the collector. His receipt for the license is annexed in the appendix, Sub. No. 4.

After having thus been correctly classed by the Commune, we were entitled to the belief that all was over, that the Magistrate had finally recognized his errors.

errors. Never prompt to push any act of abuse of power in this country to its last consequences and always ready to make allowance for ignorance and impulsive display of power (two fatal but leading features in Hayti), we concluded to forgive the violation of our premises on the 16th June and make no complaint, although the act was extremely annoying and aggravating.

To our extreme surprise, the substitute of the Justice of the Peace and his former escort called again on the 23rd June asking payment for the "foreign mechanists and clerks". We refused flatly to have any further arguments with them on that question. They then entered our yard, took possession of our railroad track and wagons laid hands on our yard-laborers, and forced them to quit our work and load the wagons for them. Our goods were then rolled into the street while the police was sent through the city tolling the Auction-bell, to draw the purchasers.

No judgment or writ of any kind was on that occasion served on us nor on any of our workmen, nor were our goods tallied as to measurement or valuation.

When the auction sale was completed, the only papers left with us were three receipts for \$116. in total, in favor of "Samson", "mechanician" (machinist) who had left the country sometime ago, as previously stated. We herewith enclose said receipts, Sub. No. 5 A,B,C.

The day following, June 24th, the party returned and without further formality held another auction sale, in the manner already described. They left us two receipts which are hereby annexed, Sub. No. 6 A, B,C, and No. 7, A B C namely

Hubert foreign clerk,	\$108.
McCormick, do	108.

While these raids were going on we prepared our protests to the Commune, copies of which we sent to the United States Legation and to the Minister of the Interior.

The messages were delivered on the 25th June at 10 a. m.

The same day (June 25th) at 11:30 a. m., the Assistant Judge and his escort re-appeared in our yard and held auction sales till 4 p. m. On retiring the party left us receipts for

Mr. Thompson, foreign clerk,	108.
Mr. Lee, do	216.
Mr. Spain, do	216.

which we enclose under No. 8 A B C and No. 9 (A-E).

They further left us the so-called minutes ("procès-verbaux") of all seizures up to date.

These you will remark are curious documents, written on bad paper and barely decipherable, both in respect to orthography as to handwriting.

We subjoin them under No. 10, A-F.

While the last sales were still in progress, we also received Mr. Mathon's reply to our protest, which had our immediate attention in forwarding copy thereof, with our rejoinder, to the United States Legation and the Secretary of State of the Interior. The latter acknowledged receipt of our communications under date of July 3rd, and we enclose his despatch marked No. 11.

After this our statement of plain facts, we beg permission to submit a few considerations from a legal and general point of view.

The

The City authorities claim that our workmen have violated Articles 11 and 18 of the license law (see appendix No. 12, A and C.)

We prove that the law is obsolete, and cannot be invoked. To make sure of this, our Mr. Metsger has gone to the trouble to examine the books and accounts of the Commune of Port au Prince, the results of which are given in the appendix No. 13. It is established beyond the slightest doubt.

1st. That no workman in the city of Port au Prince are required to pay licenses.

2nd. That as a rule no fines are imposed for paying a license any time after the date stipulated by law.

To give legal force to our extracts, we called upon a notary-public, Mr. Joseph h. Hogarth, to assist us in a second certification or verification of the City accounts and to authenticate the correctness of our statements.

Mr. Mathon, who had at first consented to this, afterwards refused flatly to show his books to any notary-public. Upon our request, Mr. Hogarth then drew up a certificate setting forth Mr. Mathon's refusal, and which document we herewith annex under No. 14. It is thus clearly established that Articles 11, and 18, have been applied to our establishment practically exclusively (Appendix No's 12 and 13) which, in itself, stamps the whole procedure as a gross imposition.

Technically the proceedings against our workmen are irregular and unlawful.

1st. In respect to time.

The mill only opened on the 1st of February 1897, whereas the taxes and fines are calculated from the beginning of the fiscal year, October 1st, 1896. (Appendix No. 12 D).

2nd. In respect to denominations.

Aside from one man (Sandy Lee) who had left the country prior to any prosecution, and was consequently entirely out of the question, none of the five others exercise the profession imputed to them. Hubert is a fireman, free, at least not provided for in the tariff. McCormick, is a turner (now discharged) five months service, at \$12 a year. If anything, Spain, Lee and Thompson are wood-workers at \$16 each a year, if anything.

3rd. In respect to formalities.

None of the summons, writs, judgments, minutes, and acts, in the premises have been recorded or registered, as per enclosed certificates of the Register, Sub. No. 16, A-F.

This renders all acts pertaining to the process null and void and unlawful. (Appendix No. 12 E).

The six (6) seizures made upon our firm are irregular and unlawful:

1st: Because they are the outcome of proceedings against third parties, irregular, null and void in themselves; 2nd. Because even in case the proceedings against said third parties had been regular and lawful, no condemnation or incurred penalties against such third parties could be inflicted on us, nor involve the slightest responsibility on our part, unless by virtue of a special judgment, in due form, rendered expressly on such charge or suit, if preferred, and where a fair chance of defending ourselves had been afforded us.

But

But we have not been summoned. Hence, no charge, no defense and consequently no judgment. The six seizures, and the public sales of our merchandise for account of third parties may therefore properly be stigmatized as deliberate depredation and pillage.

Our government, in considering this case, must be interested to know what motives a city magistrate could possibly have to deal so rudely with a new and highly useful industry.

We can assign no other reason for it than a steadily growing ill-feeling against all that is foreign the symptoms of which have not been wanting of late.

Even the Justice of the Peace conducting the seizures and sales, and whose official character might have suggested the propriety of some reserve, made the uncalled-for reflection that "it served us right", that this would teach us to employ foreigners.

We vainly look for other explanations. The city and Mr. Mathon personally, have owed us money right along for years and we always have been easy creditors with them, as with the public in general.

Our Port au Prince firm alone pays more revenue to the city than any other foreign firm, and probably more than any concern, Haytian or foreign. Although lumber-dealers, we pay yearly \$200 voluntarily, contribution to the fire department of which our Mr. Netsger is an honorary member, and we stand our share in public charities all of which is enough, we should think, to deserve a little consideration!

In a question like this it is all important to
determine

determine, if possible, the motives that prompted the actions complained of. We are inclined to conclude, in this connection, that the application of an obsolete statute, or law, against anyone exclusively, and in particular, is sufficient evidence of prejudice, and malevolent intents. That these sentiments existed, seems further demonstrated by the venomous reply of Mr. Mathon, to our just and well-founded protestation where, in the face of overwhelming charges, he assails us with counter-charges and accusations extremely derogatory to our character.

Blind hatred against "the foreigner" is the real cause of all the trouble!

Discounting, apparently, the consequences of his reckless proceedings Mr. Mathon is already occupying his mind with retaliatory measures, one of which, we know is, to demand the city land on which our factory is built, and for which we have a lease, on some pretext of "public utility" (*utilité publique*). As we made the land ourselves out of the sea, at a very large expense, the malignity of the proposition is at once irresistibly clear.

All such measures of covert animosity we must and do expect, especially so when we invoke the protection of our Government, the very mention of which recourse, incited Mr. Mathon to fury, (see his letter June 25th).

Chauvinism, in its worse sense, being presently in good taste in this country, there is much to trouble and annoyance in store for us for having declined (through for the best of reasons!) the competency of a Haytian tribunal to judge between a Magistrate of their own and a "foreigner!"

On the other hand we have just seen what long patience and forbearance leads to, and how the best intentions and the most generous efforts go for naught in the eyes of overbearing, vainglorious officials.

Like most enterprises of a certain magnitude, we use credits, which it is essential in the interest of all concerned that we should not jeopardize by prejudicial concessions.

The preservation or maintenance of the credit of any commercial firm is its highest interest; it always takes time, and often a lifetime, to establish it, while a mere rumour may break it forever.

In tolling the auction-bell through the city for four days, advertising our goods on sale for the recovery of taxes, is certainly one of the most damaging processes to anyone's credit, commercial standing, and reputation, because it is a logical presumption of impending suspension or failure.

In this country, especially, such proceedings, and the deductions to which they give rise, have for immediate effect that people owning an establishment reputed in distress, stop their payments, knowing their perfect impunity should the concern go into the hands of a receiver or syndicate.

These conditions of things are too wellknown that we should further try to demonstrate the truthfulness thereof. We will only add that our outstandings are about \$30,000 American gold or its equivalent.

In regard to foreign credits, again, the slightest bad rumour may act disastrously, and ill-intended reports, or otherwise, supported or backed by such grave facts as public seizures, are liable to do more harm than

the ablest defense and the most thorough vindication can ever make good.

We do not affirm that any effort has been made to damage our name in this connection, but we are absolutely powerless to prevent it.

Meanwhile one of the leading papers, The Ralliement, No. 26, July 31st, see enclosure No. 15, evidently inspired by Mr. Mathon, gives out that the seizures are made in obedience to a judgment, thus lending weight to the natural conclusion that the proceedings against us are founded upon facts, though the form may be defective.

Enough has been proven, we trust, to show that our establishment has been dealt with in the most wanton and unwarrantable manner, and that, far from trying to attenuate the outrages committed, the city magistrate is aggravating them with insult and an attitude of defiance and retaliation. We therefore respectfully petition for the intervention of our Government in our behalf, to demand from the proper Haytian authorities the restitution of the goods carried off by main force, amounting to about \$1200, and further, to award us an indemnity for the prejudice and public disgrace inflicted on our establishment, in the sum of one hundred and fifty thousand dollars (\$150,000).

We are, sir, most respectfully,

Your obedient servants,

JOHN D. METSGER & CO.

No. 3 a-F

(Copy)

Liberté

Egalité

Fraternité

RÉPUBLIQUE D'HAÏTI.

De Par La Loi

Nous Pauléma Jn. Jacques, Juge de paix de la Commune de Port au Prince, Section Nord.

Vu l'art 18 de la loi sur la regie des impositions directes.

Mandons à comparaître à notre barre le 1er juin 1897, à 10 hrs. du matin et à suivre les audiences subséquentes jus qu'à ce que la cause soit appelée.

Sanson, Mécanicien Etranger,

Demeurant et domicilié à Port au Prince, pour s'entendre condamner à payer, sans delai aux mains de Receveur Communal M. E. Michaud

1.	1 Pour droits de patente,	P60.00
2.	jours de retard 190 jours a 25cts	28.50
3.	10% du montant de l'imposition	6.00
4.	Frais de justice	2.50
Total,		P97.00

Et ordonnons que le présent acte de comparution soit executé à la diligence des agents de la Police Communale.

Fait en notre tribunal le 26 Mai 1897 an 94 de l'Independence.

(Signed) P. J. Jacques.

(L. S.)

No. 3 (B).

(Copy).

Liberté

Egalité

Fraternité

RÉPUBLIQUE d'HAÏTI.

De Par La Loi

Nous Pauléma Jn. Jacques, Juge de paix de la
Commune de Port au Prince Section Nord.

Vu l'art 18 de la loi sur la regie des imposi-
tions directes.

Mandons à comparaitre à notre barre le 1^{er} juin
1997 à 10 hrs du matin et à suivre les audiences subséquentes
jusqu'à ce que la cause soit appelée,

J. W. Lee, Cornis Etranger

Demeurant et domicilié à Port au Prince pour
s'entendre condamner à payer, sans delai aux mains du
Receveur Communal, M. E. Michaud,

1 ^o	1. pour droits de patente	P50.00
2 ^o	jours de retard 190 jours à 25cts	28.50
3 ^o	10% du montant de l'imposition	5.00
4 ^o	Frais de justice	<u>2.50</u>
	Total,	P86.00

Et ordonnons que le présent acte de comparution
soit executé à la diligence des agents de la Police Communale.

Fait en notre Tribunal le 26 mai 1997 an 94^o de
l'Independance.

1 (Signed) P. J. Jacques.

L. S.

No. 3 (C).

(Copy).

Liberté

Egalité

Fraternité

De Par La Loi

Nous Pauléma Jn. Jacques, Juge de paix de la
Commune de Port au Prince, Section Nord.

Vu, l'art. 18 de la loi sur la regie des im-
positions directes.

Mandons à comparaître à notre barre le 1^{er} juin
1897 à 10 hres du matin et à suivre les audiences subsé-
quentes jusqu' à ce que la cause soit appelée

J. W. Thompson, Commis Etranger

Demeurant et domicilié à Port au Prince, pour
s'entendre condamner à payer sans delai aus mains du Re-
ceveur Communal, M. E. Michaud

1 ^o	1. Pour droits de patente	P 50.00
2 ^o	jours de retard 190, jours à 25cts	28.50
3 ^o	10% du montant de l'imposition	5.00
4 ^o	Frais de justice	<u>2.50</u>
	Total,	P 86.00

Et ordonnons que le présent acte de comparution
soit executé à la diligence des agents de la Police Commu-
nale.

Fait en notre Tribunal le 26 Mai 1897, an 94^e de
l'Independence.

(Signed) P. J. JACQUES.

(L. S.)

No. 3 (D).

Copy.

Liberté

Egalité

Fraternité

République d'Haïti.

De Par La Loi

Nous, Pauléna Jn. Jacques, Juge de paix de la
Commune de Port au Prince, Section Nord.

Vu, l'art. 18 de la loi sur la régie des im-
positions directes.

Mandons à comparaître à notre barre le 1er juin
1897 à 10 hres. du matin et à suivre les audiences subsé-
quentes jusqu'à ce que la cause soit appelée

Mr. Spain, Connais Étranger

Demeurant et domicilié à Port au Prince, pour
s'entendre condamner à payer sans délai aux mains du
Receveur Communal, H. E. Michaud,

1 ^o	1. Pour imposition de droit de patente	P 50.
2 ^o	10% du montant de l'imposition	5.00
3 ^o	Jour de retard 190 jours à 25 cents	28.50
4 ^o	Frais de justice	<u>2.50</u>
	Total,	P 36.00

En ordonnons que le présent acte de comparution
soit exécuté à la diligence des agents de la police
communale.

Fait en notre Tribunal le 26 Mai 1897 an 94^e de
l'Indépendance.

(Signed) P. J. JACQUES.

(L. S.)

No. 3. (E).

Copy.

Liberté

Égalité

Fraternité

République d'Haïti.

De Par La Loi

Nous, Pauléna Jn. Jacques, Juge de paix de la
Commune de Port au Prince, Section Nord.

Vu, l'art. 18 de la loi sur la régie des im-
positions directes.

Mandons à comparaître à notre barre le 1^{er}
juin 1897, à 10 hres. du matin et à suivre les audiences
subsequentes jusqu'à ce que la cause soit appelée,

Hubert, Commis Étranger

Demeurant et domicilié à Port au Prince, pour
s'entendre condamner à payer sans délai aux mains du
Receveur Communal, M. E. Michaud,

1 ^o	1. pour droits de patente,	P 50.00
2 ^o	jour de retard 190 jours à 25 cts	28.50
3 ^o	10% du montant de l'imposition	5.00
4 ^o	Frais de justice	<u>2.50</u>
	Total,	P 86.00

Et ordonnons que le présent acte de comparution
soit exécuté à la diligence des agents de la Police
Communale.

Fait en notre Tribunal le 26 mai, 1897 an 94^e
de l'Indépendance.

(Signed) P. J. Jacques.

(L. S.)

No. 3. (F.)

Copy.

Liberté

Egalité

Fraternité

République d'Haiti.

Nous, Pauléna Jn. Jacques, Juge de paix de la
Commune de Port au Prince, Section Nord.

Vu, l'art 13 de la loi sur la regie des imposi-
tions directes.

Mandons à comparaître notre barre le 1^{er} juin,
1897, à 10 hres du matin et à suivre les audiences subsé-
quentes jusqu'à ce que la cause soit appelée,

Mr. Cornick, Commis Étranger

Demurant et domicilié à Port au Prince, pour
s'entendre condamner à payer sans delai aux mains du
Receveur Communal, M. E. Michaud.

1 ^o	1. Pour droits de patente	P 50.00
2 ^o	jours de retard 190 jours à 25cts	28.50
3 ^o	10% du montant de l'imposition	5.00
4 ^o	Frais de justice	<u>2.50</u>
	Total,	P 86.00

Et ordonnons que le présent acte de comparution
soit executé à la diligence des agents de la Police
Communale.

Fait en notre Tribunal le 26 mai, 1897, an 94^e
de l'Independance.

(Signed) P. J. Jacques.

(L. S.)

No. 3.

(Translation)

Liberté

Egalité

Fraternité

République d'Haïti.

In the name of the Law:

We, Paulena Jean Jacques,
Justice of the Peace of the Commune of Port au Prince,
Northern Section.

By virtue of Art. 18 of the law governing direct
taxation ("impositions directes.")

Ordain to appear at our bar on the 1st June,
1897, at 10 o'clock in the morning and to follow all the
subsequent audiences until his case be called.

Sanson, Foreign Mechanist, residing and domici-
ciled in Port au Prince, in order to be sentenced to pay
without delay, in the hands of the treasurer (receveur)
of the Commune, M. T. Michaud,

1st For license,	\$50.00
2nd Retarding 190 days at 25 ¢	28.50
3rd 10% of amount of license	6.00
4th Court expenses	2.50
Total,	\$97.00

And ordain that the present order of appearance
shall be executed by the care of police agents of the
Commune.

Done in our Court (Tribunal) the 26th May 1897
94th year of the Independence.

(Signed) P. J. Jacques.

(Seal).

Observation. Same text and dates for Hubert,
McCormick, Thompson, Lee and Spain, with the following
charges:

License "Foreign clerk," \$50.00

Retarding, 190 days at 25¢	\$28.50
10% amount of license	5.00
Court expenses	<u>2.50</u>
	\$36.00

§ All six summons have the same mistake of \$28.50 instead of \$47.50; besides, it is 50 cents a day fine which the law prescribes, and not 25 cents, (license law art. 18). None of the summons bear the name of a process server.

No. 4.

Translation.

City of Port au Prince,

Bureau ~~Receivables~~ of Receipts.

No. 48.

Circumscription No. 1.

Block No. _____

Received from Mr. John D. Metzger residing Rue du Quai No. the sum of sixteen piastres, 20 cents amount of his license of woodworker (foreign) for the fiscal year 1896-1897.

Port au Prince, the 18th June 1897.

The Collector.

(Signed) Mathon.

Recorded at the City's Council under the No.

Port au Prince, 18 June, 1897.

Signed MICHAUD (Seal)

Treasurer.

A. No. 5. a. b. c. (Translation).

City of Port au Prince,
Bureau of Receipts.

("Perdeption.")

Circinscription No. 1.

Block No. ____

Received from Mr. Sampson, residing rue du
Quai No. ____ the sum of sixty piastres, amount of his
license as Foreign Mechanist for the fiscal year 1896/1897.

Port au Prince, 23 June, 1897.

The Collector.

(signature illegible)

(Signed) MATHON.

Recorded at the

City's Council under No. ____

Port au Prince, 23 June, 1897.

The Treasurer.

(Signed) Michaud. (Seal).

B. City of Port au Prince,

No. 52 Bureau of Receipts.

Conscription No. 1.

Block No. ____

Received from Mr. Sampson residing rue du Quai
No. ____ the sum of forty three piastres amount of days
delay (retard) and expenses of imposition for the license
for the fiscal year 1896-1897.

Port au Prince, 23 June, 1897.

The Collector.

(Signature illegible).

Recorded at the City's
Council under No. _____

Port au Prince, 23 June, 1897.

The Treasurer:

(Signed) MICHAUD. (Seal).

Signed MATHON.

C. Received from Mr. Sampson the sum of Fifteen
Gourdes, amount of court expenses and auction sale in
favor of the Commune, upon minutes.

\$15.00

(Signature illegible).

Observation. Nos. 6, 7, 8, and 9 are the same forms as
the foregoing No. 5.

No. 6. (A)

Copy.

Ville de Port au Prince.

Bureau de Reception.

No. 53.

Circinscription No. 1^{re}.

Ilet _____

Reçu de Mr. Hubert, demeurant rue du quai No.
la somme de cinquante gourdes, montant de sa patent de
Commis Étranger par l'exercice 1896-1897.

Port au Prince le 24 juin 1897.

Le Perception

D. Donville.

(Signed) MATHON.

(34)

Enregistré au Conseil Communal sous No.

Port au Prince le 24 juin 1897.

Le Receveur Communal,

(Signed)

E. MICHAUD (L. S.)

No. 6. (B).

Ville de Port au Prince,

Bureau de Perception.

No. 55.

Circonscription No. 1^{er}.

Ilet No. ____

Reçu de Mr. Hubert, demeurant rue du quai, No.
la somme de quarante trois piastres, montant des droits
d'impositions et jour de retard pour l'exercice 1896)1897.

Port au Prince le 24 juin 1897.

Le Percepteur,

D. Donville.

Enregistré au Conseil Communal sous le No.

Port au Prince, le 24 juin 1897

Le Receveur Communal.

E. Michaud. (L. S.)

(Signed) MATHON.

No. 7. (C).

Reçu du Sieur Cormick la somme de quinze gourdes
montant des frais de justice.

(Signed) A. M. CLAUDE.

\$15.00.

No. 8. (A).

(Copy).

Ville de Port au Prince

Bureau de Perception.

No. 57.

Circonscription No. 1^{er}.

Ilet No.

Reçu de Mr. J. N. Thompson, demeurant rue du
Quai, No. la somme de cinquante gourdes, montant de sa
patente de Commis Étranger, pour l'exercice 1896-1897.

Port au Prince, le 25 juin 1897.

Le Perception,

D. Denville.

Enregistré au Conseil Communal sous No.

Port au Prince, le 25 juin 1897

Le Receveur Communal,

E. Michaud (L. 32)

No. 8 (B).

Ville de Port au Prince
Bureau de Perception.

No. 61

Conscription No. 1^{er}

Ilet No.

Reçu de Mr. J. M. Thompson, demeurant rue du
quai, No. la somme de quarante trois gourdes, mon-
tant des frais d'impositions et jours de retards pour
l'exercice 1896-1897. cy \$43.

Port au Prince, le 25 juin 1897.

Le Percepteur

D. Bonville.

Enregistré au Conseil Communal sous le No.

Port au Prince, le 25 juin 1897

Le Receveur Communal

E. Michaud.

No. 8 (C)

Reçu de Monsieur Metsger la somme de quinze
gourdes, montant de frais de saisie suivie de la vente
sur minuitte.

Port au Prince ce 25 juin 1897

(Signed) A. E. Claude.

\$15.

No. 9. (A)

Copy.

Ville de Port au Prince.

Bureau de Perception.

No. 59.

Circonscription No. 1^{er}

Ilet No.

Reçu de Mr. F. Spain, demeurant rue du quai No.
la somme de cinquante gourdes montant de sa patente de
Commis Étranger pour l'exercice 1896-1897.

Port au Prince, le 25 juin 1897.

Le Percepteur,

D. Donville.

Enregistré au Conseil Communal sous le No.

Port au Prince, le 25 juin 1897.

Le Receveur Communal,

E. Michaud (L. S.)

No. 9 (B).

Ville de Port au Prince.

Bureau de Perception.

No. 58. Circonscription No. 1^{er}.

Ilet No.

Reçu de Mr. J. W. Lee, demeurant rue du quai,
No. la somme de cinquante gourdes, montant de sa
patente de Commis Étranger pour l'exercice 1896-1897.

Port au Prince le 25 juin 1897

Le Percepteur,

D. Donville.

Enregistré au Conseil Communal sous le No.

Le Receveur Communal

E. Michaud, (L. S.)

(Signed) HATHON.

(38)

No. 9 (C).

Ville de Port au Prince

Bureau de Perception.

No. 61.

Circoscription No. 1^{re}.

Ilet No.

Reçu de Messrs J. P. Lee et N. Spain, demeurant
rue du quai No. la somme de quatorzevingt six gourdes,
montant des frais d'impositions et de retard; pour l'
exercice 1896-1897. G\$86.

Port au Prince le 25 juin 1897.

Le Percepteur

D. Bonville

Enregistré au Conseil Communal sous No.

Port au Prince le 25 juin 1897

Le Receveur Communal

E. Michaud, (L. S.)

Signed MATHON.

No. 9. (D).

Copy.

Reçu du sieur D. Metzger la somme de quinze
gourdes montant de frais d'exécution et de vente.

Port au Prince le 28 juin 1897.

A. B. Claude.

No. 9. (F)

Reçu du sieur D. Metager la somme de quinze gourdes
montant de frais d'exécution et de vente.

Port au Prince le 25 juin 1897.

A. E. CLAUDE.

No. 10. (A-F).

Copy.

L'an mil huit cent quatrevingt dix sept et le
vingt trois juin à onze heure du matin à la requête de
l'administration communale de Port au Prince, je Amacuis
E. Claude huissier du tribunal de paix section nord de
la capitale y demeurant soussigné, fait iteratif commence-
ment au nom de la République, la loi et justice au sieur
Samson, étranger mécanicien de l'attelier à vapeur pour
le menuiserie à construction des travaux du sieur John
D. Metager, demeurant à Port au Prince, en sa demeure
étant et parlant à sa personne. Attendu que d'après les
renseignement qui m'ont été donné par le magistrat
communal sur la compensation, le sieur D. Metager qui
l'aurait proposé pour la quantité d'effet de la commune
qu'il detient, na déclaré ne pas vouloir compenser, a
retracter à son offre et dit que le magistrat peut
faire ce qu'il vent, qu'il peut proceder à une saisie
pour la valeur qui lui est du, requi de signé il a re-
fusé de le faire, sur ce j'ai reiteré mon commandement
au dit sieur Samson de payer sans delai à l'administration
communale ou à moi huissier chargé de donner bon et

valable quittance 1^o la somme de soixante piastres montant de sa patente pour l'exercice 96/97 celle de deux gourdes et demie frais de justice 2^o celle de soixante jours à cinquante centimes par jour de retard soit trente piastres 4 celle de quinze gourdes pour la présente execution, lequel sieur ayant refusé de payer par l'organe du sieur D. Metsger, je lui ai déclaré que j'allais à l'instant procéder à la saisie execution des marchandises garantissant ou attelier pour que le dernier sparvenir de la vente être remis à la commune autant qu'il doit ce en vertu des articles 11 et 13 des regis d'imposition réglant la matière sur simple notification de jugement du tribunal de paix section nord rendu par défaut le neuf juin présente année, lesquelles marchandises après avoir été saisis seront adjugés vendus à la criée publique et aux enchers, les formalities de la loi préalablement observées, le tout fait en presence et assistance du citoyen Camille Dyer juge de paix suppléant de la capitale section nord qui m'a donné l'emploi des citoyens Ciceron Cedrat, et de Joseph, lesquels jouissants leurs droits civils et politiques demeurant et domicilié en cette ville, majeur d'âge, n'étant ni parents ni alliés des parties, témoins recors amenez par moi, et qui ont signé avec moi le présent procès verbal et en consequence j'ai saisi et mis sous la main de la justice les effets suivant. 1^o dans l'attelier avons trouvés un lot de planches dont soixante-quatre ont été adjugés---adjuge pour le sieur M. Coupet pour la somme de quarante cinq gourdes payé comptant 2^o un autre lot de soixante planches lesquels planches ont été adjugés au citoyen Auguste Alexis pour la somme de quarante sept piastres cinquante centimes payé comptant 3^o un autre lot de trente trois planches de dix pieds à

mis à prix pour la somme de douze gourdes et cinquante centimes, adjugés au citoyen A. Alexis pour la somme de douze cinquante. 4° deux cent quarante quatre pds. de cartelages à mise à prix et ont été adjugés au citoyen A. Alexis pour la somme de quatorze gourdes payés comptant puis nous avons donné récépissé au dit sieur Sanson.

Le tout fait en présence des citoyens sus nommés et avons clos le présent procès verbal à quatre heures et avons signé les recors et le juge.

(Signed)

A. E. CLAUDE

C. DYER

JOSEPH fils

G. Cedrat.

No. 10. (A-F.)

Copy.

L'an mil huit cent quatre vingt dix sept et le vingt quatre juin, à onze heure du matin en vertu de la grosse en forme d'un jugement rendu par le tribunal de paix, section Nord en date du neuf juin présente année, je Amicus E. Claude huissier du tribunal de paix section Nord de Port au Prince, fait iteratif commandement sur minutes au nom de la Republique la loi, et justice, au Sieur Huber, Cozmis étranger de l'usine du sieur John D. Metzger, demeurant à Port au Prince, en la dite attelier où je me suis transporté et parlant à sa personne, ainsi déclaré de presentement payer à l'administration communal ou à moi huissier chargé de donner bon et valable quittance 1^o la somme cinquante gourdes montant de sa patente pour l'exercice 96/97. 2^o celle de quarante trois piastres pour vingt six jours de retards, et d'imposition. 3^o celle de quinze gourdes pour frais de justice et d'exécution, formant en tout la somme de cent quatorze gourdes tout droits y compris, lequel ayant refusé de payer je lui ai déclaré; que j'allais à l'instant proceder à la saisie execution des marchandises qui se sont trouvés dans la sciére pour que le dernier à pouverir de la vente être remis à la commune ou trois autre créancier, déclarant en consequence que la vente sur la champs après lecture de mon proces verbal aux enchers publique, les formalités de la loi prealablement observes, ce en vertu des articles 11 et 18, de regis d'impositions, le tout fait en présence du citoyen Casille Dyer juge de paix suppléant de la capitale qui m'a donné l'entré et des citoyens C. Cedrat

et Joseph, lesquels témoins recors, jouissants de leurs droits civil et politiques, n'étant ni parent ni alliés des partis ni de moi huissier, et de tout ce qui procède et en conséquence des publications, les marchandises saisie ont été criées et adjugées comme suit avons trouvé dans la scierie avons trouvé un lot de planches de seize pieds dont soixante quatre ont été retire et mis à prix pour la somme de quarante jourdes adjuges au sieur Joseph Beauregard payé comptant, un autre lot de soixant dix planches de dix et de sieze pieds adjuges au sieur Joseph Beauregard, pour la somme de cinquante gourdes, payé comptant, un autre lot de planches de douze pieds 32 planches adjuges a sieur A. Alexis payé comptant le tout fait en présence de ses decommés et avons clos le present procès verbal à quatre heures et avons signé dont acte le tout est déjà porte.

Signed

C. DYER

C. Cedrat

A. E. Claude.

No. 10. (A-P).

Copy.

L'an mil huit cent quatrevingt dix sept et le vingt cinq juin à onzeheures du matin, et en vertu d'un jugement de défaut, rendu par le tribunal de paix section nord de cette ville, Amadius E. Claude huissier de tribunal de paix, section nord de cette ville y demeurant et domicilié soussigné fait iteratif commandement au nom de la République, la loi et justice à J. N. Lee, Commis de la maison du sieur John D. Metzger demeurant à Port au Prince en sa demeure où étant et parlant à la personne de sieur John D. Metzger lequel m'a déclaré de faire ce que je veux ainsi déclaré de presentement payer à l'administration communal de Port au Prince, entre les mains de moi huissier chargé de donner bon et valable quittance 1° la somme de cinquante piastres montant de la patente de sieur Lee, 2° celle de quarantetrois piastres montant de quatrevingt six jours de retards et d'imposition. 3° celle de quinze gourdes pour le presente execution, formant en tout la somme de cent huit gourdes, lequel ayant refusé de payer, je lui ai déclaré que j'allais à l'instant proceder à la saisie execution des marchandises garantissant la dite scierie et en consequence des sus dites formalités le tout faite en présence des citoyens C. Cedrat, et Joseph, témoins recors amenés par moi jouissant de leurs droits civils et politique, n'étant ni parents ni allies des parties ni de moi huissier, et du citoyen Camille Dyer, juge de paix suppléant qui m'a donné l'entré et en consequence de ce qui procède, les dites marchandises

saisie seront vendus à la criée public et au folle enchere les formalités préalablement observés, lesquels marchandises sont 1^o un autre lot de soixante quatre planches préparée de quatorze pieds à mise à prix la somme de cinquante et un piastre at qui ont été adjudgé au sieur Gustave H. Werner, payé comptant, 2^o un autre lot de soixante quatre planches de quatorze pieds à mise à prix pour la somme de et adjudgé au sieur Gustave H. Werner pour la somme de quarante gourdes payé comptant avons trouvé la valeur qui a été mis pour completer la valeur est suffisante pour couvrir le montant du, nous avons arrêté l'exécution et déclaré au sieur Metzger qu'il y a une somme de huit piastres en plus, qui vont être mis sur le montant de la saisie qui vas être operé pour couvrir ce qui peut devoir P. Spain, en foi de quoi avons signé le présent proces verbal clos à quatre heures ainsi que les recors et le juge dont acte le cout déjà porte, deux mots rayés mils un renvoi bon.

(Signed)

A. E. CLAUDE

C. DYER

C. CEDRAT

JOSEPH

No. 10. (A-F.)

Copy.

L'an mil huit cent quatre vingt dix sept, et le vingt conq juin à onze heures du matin, en vertu d'un jugement rendu par le tribunal de paix section nord de cette ville en date du neuf juin présente année, je Amecius E. Claude huissier du tribunal de paix section nord de cette y demeurant soussigné fait iteratif commandement au nom de la Republique la loi et justice au sieur J. W. Thompson commis dans l'atelier du sieur John D. Metzger, en la dite scierie où je me suis transporté et parlant à la personne du sieur D. Metzger ainsi déclaré de presentement payer à l'administration communal de cette ville es mains de moi huissier chargé de donner quittance valable 1^o la somme de cinquante piastres montant de la patente de sieur Thompson, pour l'exercice 96/97. 2. celle de quarante trois gourdes pour quatrevingt six jours de retard et d'imposition à cinquante centimes 3^o celle de quinze gourdes pour d frais de justice et descent formant la somme de cent ~~huit~~ huit lequel ayant refusé de payer je lui ai déclaré que j'allais à l'instant proceder à la saisie execution des marchandises garantissant la scierie et en présence des citoyens C. Cedrat et de cétoyen Joseph tous deus temoins recors amenés par moi n'étant ni parants ni allies des parties ni de moi huissier et du citoyen Camille Dyer, Juge de paix suppléant du tribuneal de paix section nord qui m'a donne l'entré, j'ai sous toutes reserve de droit ert en vertu des articles 11 et 18 des regis d'imposition, j'ai saisié executé et mis sous la main de la justice les marchandises

suivant un lot de soixante quinze planches pour
 préparées et mis à prix et adjugés pour le sieur J. D.
 Metzger pour la somme de trente trois gourdes payé com-
 ptant. 2° un autre lot de soixante quinze planches

préparée à mise à prix pour la somme de
 et adjuger pour le citoyen Moïse D'autant pour la somme
 de quarante gourdes payé comptant. 3° un autre lot de
 soixante quatre planches préparée de quatorze pieds à
 mise à prix pour la somme de cinquante gourdes et cin-
 quante centimes adjugé au sieur John D. Metzger payé
 comptant et avons arrêté la vente que la somme depossé
 le montant du et déclaré faire un reserve pour la remise
 en plus de la valeur porté, dans le procès verbal soit
 celle de quinze gourdes qui ont été mis l'autre valeur
 de cent une piastre formant le complement de cent huit
 pour lequel et porté sur la saisie faite pour le paiement
 du sieur J. N. Lee et le tout fait en présence des
 témoins sus denommés et qualifié qui ont signé avec moi
 le présent proces verbal à quatre heures de l'après midi
 dont act le cout est déjà porté dans le cours de mon
 procès verbal.

Quatre renvois bon neuf mots rayés mil.

(Signed)

C. DYER

A. E. CLAUDE

JOSEPH fils

C. CEDRAT

No. 10 (A-F).

Copy.

L'an mil huit cent quatrevingt dix sept et le vingt quatre juin à deux heures de l'après midi, en vertu de la grosse en forme escriptoire d'un jugement rendu par défaut par le tribunal de paix section nord de Port au Prince en date du neuf juin présente année, à la requête de l'administration communal de Port au Prince je Amacius E. Claude huissier de tribunal de paix section nord de Port au Prince y demeurant sous signé fait itératif commandement au nom de la Republique, la loi et justice au sieur McCormick commis de l'atelier du sieur John D. Metzger demeurant à Port au Prince en sa demeure ou étant et parlant à sa personne ainsi déclaré de presentement payer à l'administration communal ou à moi huissier, chargé de donner bon et valable quittance 1^o la somme de cinquante piastres montany de sa patente pour l'exercise 96/97. 2^o celle de quarante trois piastres montant de quatrevingt six jours de retard et d'imposition à cinquante centimes par jour. 3^o celle de quinze gourdes pour la présente execution formant en tout la somme de cent huit piastres lequel ayant refusé de payer je lui ai déclaré que j'allais à l'instant procéder à la saisie execution des marchandises garantissant la scierie et en vertu des articles 11 et 13 des regis d'imposition et en présence du citoyen Camille Dyer de la capitale section nord et des citoyens C. Cederat, et Joseph tous deux temoins recors amenés par moi jouissant de leurs droits civils et politiques, n'étant ni parents ni allies des partis

ni de moi huissier demeurant et domicilié en cette ville et en conséquence des formalités déjà observées j'ai saisis, exécuté et mis sous la main de la justice les effets qui suis pour être vendus pour que la dernière apurvenir de la vente être remis à la commune en paiement de la patente de sus dénommés et qualifié et en présence des recors après nommés j'ai saisis les effets et marchandises qui suit cinquante planches trouvées dans la scierie à mis à prix et qui ont été adjugé au sieur Favard pour la somme de quarante gourdes payé comptant.

2. un lot de cartelages de cinquante planches à mise à prix et qui ont été adjugé au sieur Beuaregard pour la somme de trente six gourdes payé comptant 3 un autre lot de cinquante planches à lui mise à prix et qui ont été adjugé au nom du conseil communal payé comptant par le sieur D. Douville qui de bon gré l'a accepté en foi de quoi j'ai annoncé au dit sieur qui le surplus devant porté au somme de demain sur la saisie qui sera pratiquée sur le compte du sieur Thompson le tout fait en présence des citoyens sus déjà dénommés et avons clos le présent procès verbal à quatre heures et avons signé les records et le juge, un renvoi bon un mot rayé mil.

(Signed) A. E. Claude

Joseph fils

C. Cedrat

C. Dyer.

No. 10. (A.-F.)

Copy.

L'an mil huit cent quatrevingt dixsept et le vingt cinq juin à onze heures du matin, en vertu d'un jugement rendu par défaut par le tribunal de paix section nord de cette ville en date du neuf juin présente année et la réquête de l'administration communal de Port-au-Prince je Amecius E. Claude huissier du tribunal de paix section nord de cette ville y demeurant soussigné, fait iteratif commendement au nom de la Republique la loi et justice au sieur F. Spain commis du sieur John D. Metzger demeurant à Port au Prince en sa demeure ou étant et dans la scierie et parlant à la personne du sieur D. Metzger lequel toujours ma déclaré que je peut faire ce que je veut de presentement payer à l'administration communal de Port au Prince ou à moi huissier le montant de la patente 96/97, du sieur F. Spain soit la somme de cinquante piastres. 2^o celle de quarante trois piastres montant de quatrevingt six jours de retard à cinquante centimes et d'imposition 3^o celle de quinze gourdes pour la present execution et frais de justice lequel ayant refuse; de payer je lui ai déclaré que j'allais à l'instant proceder à la saisie execution des marchandises garantissant la scierie et ce en vertu des articles 11 et 18, des regis d'imposition qu'après saisie la vente aura lieu pour que le dernier a parvenir de la vente être remis à la commune ou à tous autre creancier et en presence des citoyens C. Cederat et Joseph tous deux temoins records amené par moi jouissant de leur droits

civils et politiques, n'étant ni parants, ni alliés des partis ni de moi huissier majeur d'âge et du juge de paix suppléant de la capitale section nord, le citoyen Camille Dyer qui ma donné l'entrée et en consequence des publications et des formalitiés sus dit les dite marchandises saisie seront vendus à la crié publique et au folle enchère et mis à paix, les marchandises suivant.

1^o un lot de soixante quatre planche de douze pieds à mise à prix pour la somme de et adjudgé au sieur Gustave H. Werner, pour la somme de cinquante piastre vingt cinq centimes payé comptant. 2^o un autre lot de soixante quatre planches de douze pieds preparée à mise à prix piur la somme adjudgé pour la somme de cinquante gourdes pour le sieur Gustave H. Werner payé comptant et avons clos le présent proces verbal à quatre heures et declaré au dit sieur Metzger que la somme de huit piastres porte sur le procès verbal de saisié faite faver de sieur Lee ont été mis sur ce présent pour former la compte de ce que peut devoir, le sus denommé, le tout fait en présence des catoyens déjà nommés dans act de cout déjà porté un renvoi bon.

(Signed) A. E. Claude

C. Cedrat

C. Dyer

The year 1897 and the 23rd June:

At the requisition of the Administration of the
Commune of the City of Port au Prince,

I, A. Claude, Sheriff (huissier) of the tribunal
of Justice of the Peace, Northern section of the Capital,
there residing and undersigned:

Have reiterated my summons and commandment in the
name of the Republic, Law and Justice, to

Mr. Sampson, Foreign Mechanist, in the wood-work
and construction establishment of Mr. John D. Metzger, res-
iding in Port au Prince, there, in speaking to his person:

* Whereas, according to informations given me by the
City Magistrate upon a compensation which Mr. Metzger, it
appears, had proposed of effects (titles, claims) of the
Commune, which he holds and now declares that he will not
compensate; has retracted his offer and said that he (Mr.
Mathon) can proceed to seize the amount due him. Required
to sign, he has refused to do so. *

Upon which I have reiterated my commandment to
Mr. Samson to pay without delay to the city administration-

* Observation The text in margin is simply incoherent
and cannot be literally translated. The story has probably
been concocted the last day of the sales when these papers
were handed us. The drift of the idea is that our Mr. Metz-
ger had proposed at first and at the last moment refused,
to compensate what the Commune owed him for licenses of the
workmen of his mill: This would constitute an acknowledge-
ment, some former time, of the correctness of the Commune's
pretentions and claims, whereas, they have at all times been
vigorously contested. It will be remembered, furthermore
that Samson had quit the country long time previous to any
summons, thus rendering any compensation out of question.

For to me, Sheriff, empowered to give a valid receipt there-
for

- (53)
- (1) the sum of \$60.- amount of his license for the fiscal year 1896-1897; \$2.50 for Court Expenses.
 - (2) For retarding 60* days at 50 cents a day \$30.-;
 - (4) \$15.- for the present execution. The said Samson having refused to pay, I have declared him ~~through~~ the organ of Mr. D. Metzger that I would at once proceed to seize the merchandise in and about the establishment to cover all that is due the Commune by virtue of Art. 11 and 18 of the license law for such case provided, and this upon simple notification of a judgment of the justice of the Peace, Northern section, rendered by default the (date illegible) present---

* Please observe the confusion in the "days of retarding"; here the workmen are summoned for 60 days at 50 cts. a day, and the same "huissier" collects for 190 days at 25 c a day !

----- year, said merchandise after their seizure, shall be adjudicated and sold at public auction, with due observation of the formalities of the law.

All of which has been made in presence and with the assistance of the Citizen Camille Dyer, assistant Justice of the Peace of the Capital, Northern section, who has given me admission; and the citizens Ciceron Cedral and Joseph, who enjoy their civil and political rights, are residing and domiciled in this city, are of age and are neither kins nor ~~allies~~ of either parties, witnesses and assistants ("recors") taken along with me and who have signed with me the present minutes ("proces-verbal"); and consequently, I have seized and put under the hand of (the) Justice the following objects:

- (1) In the factory (atelier) have found a lot of boards estimated at \$60.- which have been adjudicated to Mr. Coupet at \$45.- cash
- (2) Another lot of (quantity illegible) boards, which boards have been adjudicated to the Citizen, August Alexis for the sum of \$47.50 paid cash;
- (3) A lot of 33 boards of 10 feet each adjudicated to the

for \$12:40 to the Citizen A. Alexis.

(4) 244 feet of Scantling (timber) adjudicated to the Citizen A. Alexis for \$14.- paid cash.

No. 233. After which we have rested the execution and have given receipts to Mr. Sampson.

All done in the presence of the Citizens hereafter named (undersigned) and have closed the present minutes (proces-verbal) at 4:30 o'clock p.m.; have signed the witnesses (recors) and Judge.

(Signed) C. Claude.
C. Dyer.
Joseph, fils.

(Signed)

C. Cedral.

Observation. Samson not existing and we paying no attention to the executing party nor they to us, the mockery of the proceeding "proces-verbal" is fairly apparent. The other five for Hubert, McCormick, Lee, Spain and Thompson go in the same strain as the one for Sampson, minus the compensation story between the Magistrate and ourselves, invented and inserted in the margin of the first proces-verbal in attenuative of the atrocity committed, and when it began to dawn upon the party that they would be called to account. These minutes being null anyhow, for not being recorded, nor in due form, it would be idle to discuss the many, several or singular points in which they derogate from facts and truth.

No. 11.

(SV)
Translation.

Liberte Egalite. Fraternite.

Republic of Haiti.

Section of General
Correspondence.

Port au Prince,

No. 253.

3rd July, 1897.

The Secretary of State
of the Interior.

To Mr. John Metzger,
Port au Prince.

Sir:

I have received your letter of the 26th of June relative to an incident existing between the City Council and you.

I have not failed to communicate the matter to the Council of Secretaries of State, who think that if, as you say, your interests have been prejudiced by acts of the Commune of Port au Prince, you have the faculty to make before the competent Courts of Justice, such suit against that body as the case may warrant.

The City-Council of Port au Prince is a body governed by a special law. It is in this capacity alone responsible for its actions.

Accept, Sir, the assurance of my distinguished consideration.

(Signed) Valerius Doyon.

No. 11.

(56)

Law Extracts (Translated)
and Commentary.

License Law of the 27th. Octobre, 1876.

Article 11. "In regard to strangers employed in the capacity of Clerk, or any other capacity, in the service of merchants, dealers, or manufacturers or aritzans, national or foreign, they shall be subjected to the taxes (licenses) specified by the tariff".

"The party that employs them shall be responsible for the payment of their licenses.

Observation: This statute has never been applied except in regard to foreign Clerks.

License Law October 27th. 1876.

Art. 36. Secs. 3 and 9.

Sec. 3. "Shall be exempt from license the "black-smiths, masons, carpenters, wheelwrights and all artizans who fix their abode in the country, on an habitation."

Sec. 9. "Shall be exempt from paying a license the artizans who have fixed their abode on a habitation provided they do not work for other habitations".

Observation: When this law was passed, most all industries were carried on in the country, therefore no mention is made of city habitations, where the common workman, not holding equipped shops of their own, would evidently have been entitled to the same rights as Country-Artizans, placed under the same conditions, all being equal before the law. This was certainly the spirit of the Statute, at all events it has always been so applied. The only exception we know of is in regard to our factory, and, simultaneously against the Port au Prince tramway.

License law, October 27th. 1876.

Art. 18. "The license shall be taken, each year, from October 1st to the 15th November at the latest. Any person subject to a license who may not have taken the same five days

(57)

2

after the delay prescribed, shall, upon the denunciation of the City Treasurer ("receveur") be sentenced by the Justice of the Peace to a fine of 50 cents for each day of delay, plus ten (10%) per cent of the amount of the license which should have been taken."

The fine as well as the amount of license and expenses shall, 48 hours after sentence, if not paid, be seized by the Justice of the Peace upon the merchandise, products furniture or effects belonging to the retarder;

The objects seized shall be sold, at short interval ("bref delai") at public auction to the extent of the amount to be recovered. The disposition announced in the present paragraph is regardless of Art. 36 of the penal code, respecting imprisonment."

Observation: This Statute is practically a dead letter. It has not been applied for many years and it is not applicable. Knowing this, Mr. John D. Metzger demanded to examine the books of the City (a right that every taxpayer has) and found that out of about eight hundred (800) violations of the above Statute from November 15th till June 30th, only four fines had been imposed, of which one for the Tramway Company \$131.30, which will be refunded; the other three are only \$20.- \$15.- and \$10.-; in all \$45.- for 800 violations.

It will be seen that our six workmen were fined each \$43.- which is in all \$258.- but we call attention to the fact that our men were only fined 25 cents a day, when the tax stipulates 50 cents a day, which would make \$258.- more, and of which error we have given the Chief City Collector ("receveur") notice.

6 workmen in all for

\$516.-

as against

800 in all for

\$45.

Comments are superfluous. For further particulars please be referred to enclosures Nos 13.

License- Law, Oct. 27th. 1876.

Art. 19. "Whoever, in the course of the year wishes to commence the exercise of an industrie, will apply for a license, which shall stipulate the time to run till the end of the year and the amount paid in proportion.

"Of the time commences in the 2nd trimester, the license shall be paid for 9 months, if in the third, for 6 months, in fine, if it is in the last trimester, for 3 months.

Art. 35 (same law.)

"All fines imposed by either the Justice of the Peace or the Police Court ("Tribunal correctional") for violation of the present law, shall belong: $1/2$ to the person who may have detected or denounced the infraction $1/2$ to the city funds."

Loi sur l'Enregistrement.

(Law on Public Records) 21st July 1828.

Art. 1. The record (enregistrement) is the authentic mention on the public file of a document and its principal dispositions.

It is essential to the validity of documents ("actes") and the law does not dispense with this formality, inasmuch as no use can be made of such acts (documents) in a Court of Justice, nor before any constituted authority if they are not registered (recorded)

Art. 118. (same law.)

The delays for registering public acts are: three (3) days for Sheriffs ("huissiers") and others, having power to serve public writs and minutes. ("Procès verbaux") etc.

(59)
No. 13.

Extract from the books of the Commune of Port au Prince showing the licenses for the fiscal year 1896-1897, paid up to June 30th.

Paid from October 1st. till November 15th.

220 licenses	(October 1-31	\$6518.50
taken within	(Nov. 1-15	1468.-
limit prescribed by law (Art. 18)		<u>\$7986.50</u>

Paid from November 16th. till June 30th.

800 licenses	November 16-30.	\$5440.50
taken after	December 1-31	3301.-
the limit pre-	January 1-31	2944.-
scribed by the	February 1-28	4006.25
license law, (Art. 18)	March 1-31	1655.-
hence 800	April 1-30	2125.-
violations	May 1-31	682.50
	June 1-30	396.-
		<u>\$20,550.25</u>

Extract from the books of the Commune of Port au Prince showing the Fines imposed for violations of Article 18, of the license law.

From November 16th till May 31, \$ none

June 1-31

Samson	:	of the wood-	
Hubert	:	work factory of	
McCormick	:	John D. Metzger	
Lee	:	& Co. fined	
Spain	:	\$43.- each.	\$258.00

A. Guercy	\$20.00	
Vital Bonifax	15.-	\$45.-
Albatha George	10.-	

Societe des Tramways \$131.30

Total fines for 800 violations \$434.30

(61)
No. 13 (Continued)

Extracts from the books of the Commune of Port au Prince showing licenses taken for the following trades or industries, and the proportion of Workmen imposed as against Masters or Owners of the establishment.

Wood-Workers ("Menuisiers")

Jan. 21 till 3. Wood-workers of which
March 23. Masters 3, Workmen none.

Shoemakers, ("Cordonniers")

Dec. 17 till 12 Shoemakers, of which
March 31. Masters 12, Workmen none.

October 19 Tailors ("Tailleurs")
till March 2 9 Tailors of which
masters 9, workmen none.

Blacksmiths and Mechanists

Dec. 18 till 1 Blacksmith
June 21. Master 1, workmen none.
1 Mechanist.
Master 1, Workmen none.

(61)
No. 14.

We, the undersigned, Joseph Henry Hogarth,
Notary Public residing in the City of Port au Prince,

Certify, to whom it may concern, That on Monday, 9th of August, 1897 and 94th. year of the Independence, Mr. John D. Metzger, merchant established in this City, has requested me to go with him to the locality of the City Council for the purpose of verifying certain extracts which he has made of the books of the Commune and to certify to the exactness and truthfulness of such extracts; that in compliance to this requisition, we have accompanied Mr. Metzger to the Commune, where we have been received by Mr. Mathon, the Magistrate, who has declared that, for the moment, he could not put the books at our disposal, the same being under inspection by a committee of verification; that by mutual agreement we have appointed Wednesday following the 11th instant, at 10:30 o'clock in the morning, to proceed at the verification of the extracts in question, herewith annexed; that to-day, Wednesday, at 10:30, always accompanied by Mr. Metzger, we have rendered ourselves to the Communal building according to agreement; that the Magistrate Mr. Mathon, has declared that no law compelling him to show his books to any Ministerial official ("officier ministerial") he refused formally to comply with the requisition of Mr. John D. Metzger, who had, he alleged, taken numerous extracts of the books at his leisure.

Have, upon request, given the present certificate to Mr. John D. Metzger, this Wednesday, 11th August, 1897, the 94th year of the Independence at noon.

(Signed) J.H. Hogarth.

(Seal)

Recorded at Port au Prince, the 13th Aug. 1897,
fol. 595/596. V.C. 2057 of the Register B. No. 3, of Civil
Acts. Received for fixed taxes, twenty-five cents.

A

The Director of the Register

(Signed) Coicon.

(Seal)

Approved by authorization.

(Signed) Saurel.

(62)
No. 16. A - F - (Translation.)

Office of Register of Port au Prince.

The director principal of the Register certifies to whom it may concern, that upon the records there is no mention. (1) of any citation (summons) made to any Mr.

Samson, foreigner, alleged wood-worker in the factory of Mr. John D. Metzger, made at the requisition of Mr. Mathon, in his capacity of City Magistrate, dated, between the 26th May and the 9th of June, which was the date of an alleged judgment, condemning said Samson for non-payment of his license 1896-1897; (2) of a judgment condemning said Samson between the 9th June and 23rd June 1897 (date of the seizure made by the Commune of Port au Prince upon Messrs. John D. Metzger and Co., for the said Samson.) (3) of the minutes (proces-verbal) of the public auction, sales of the merchandise of Messrs. John D. Metzger and Co.

In witness whereof we deliver the present certificate, according to law, at the request of Mr. F.V.Hilare, acting in his capacity of constituted Attorney of Messrs. John D. Metzger and Co., this 7th July 1897.

Received for taxes of research 1 year	\$	50
Received for the present certificate		.25
Received for stamp		<u>.10</u>
	\$	<u>.85</u>

The Director Principal
of the Register

(Signed) E. Coicon.

(SEAL)

No. 8.

(63)
Legation of the United States,
Port au Prince, Aug. 31, 1897.

Honorable Solon Menos,
Secretary of State for Foreign Affairs,
Port au Prince, Haiti.

Sir:
The case of John D. Metzger and Co., an American citizen engaged in the milling and lumbering business in the city of Port au Prince, has been called to my attention in the unfair and arbitrary manner by which his property by which his property was seized, his business for a period of several days stopped by the city Magistrate of Port au Prince, Hon. E. Mathon.

I have carefully scrutinized the correspondence of Dr. J.B. Terres, our Charge d'Affaires ad interim, in regard to this matter, to which I invite your attention, in despatches Nos. 147 and 148, bearing date June 25th. and June 28th, 1897, respectively, and the reply of your predecessor the Hon. A. Firmin, Secretary of State for Foreign Affairs. I cannot accept in behalf of my Government the conclusions arrived at by the Honorable Secretary, the purport of which is that the Commune, City, is governed by certain laws that are above those of the National Government of this Republic.

To accept such an elucidation of this question would be one fraught with much danger, not only to Mr. Metzger, but to every American merchant, manufacturer or others who have invested their capital in business in the Republic of Haiti, a right which I can assure you, Mr. Minister, my Government will never accept. If the idea advanced by the Chief Magistrate of this Commune, Hon. E. Mathon, be correct, that the Commune can establish a law that is above the National Government of the Republic, then my Government has erred in sending an accredited representative to His Excellency

(W)

the President of the Republic of Haiti, and should have sent such a representative to be accredited to the Chief Magistrate of the Commune of Port au Prince.

I trust, Mr. Minister, the peculiar position that the allowance of such an idea will place your National authority, and the very grave danger to which all American citizens are placed, such an idea if maintained would be the destruction of all National authority in this Republic.

My Government, Mr. Minister, has no desire nor wish to interfere with any internal law of your Republic, nor can it recognize the right of a Municipality to interfere with the business of one of its citizens, with rules of law that are not applicable to all citizens alike, according to the Treaty made between our respective Republics.

I must therefore request of you that immediate attention be given this matter, that Mr. Metzger be reimbursed for the unlawful seizure and sale of his goods, without proper notice, and such indemnity for stoppage of his business as the case demands.

With my highest assurance, consideration and esteem, Mr. Minister,

I have the honor to remain,

Your obedient servant,

(Signed)

W.F. Powell.

No. 25.

DEPARTMENT OF STATE,

Washington, September 22, 1897.

William F. Powell, Esquire,

etc., etc., etc.,

Port-au-Prince.

Sir:

Referring to your despatch No. 19 of the 31st ultimo, relative to the case of John D. Metsger and Company, it is noted that you state that the law or ordinance under which the authorities of Port-au-Prince proceeded against the employees of Metsger and Company is a local law or ordinance. There are some things, however, in the enclosures of your despatch, which lead the Department to think that the law in question is a general law of the Republic.

The Department would be glad to have you investigate this point and procure and forward a copy of the entire law.

Respectfully yours,

John Sherman.

No. 49.

Legation of the United States,

Port au Prince, Haiti, Oct. 12, 1897.

Honorable John Sherman,
Secretary of State,
Washington, D C.

Sir:

In answer to despatch No. 25, dated September 23, '97, in which the Department requests further information concerning the case of John D. Metzger & Co. whether the law under which the seizure was made, a local law or ordinance or a general law, also a request for a copy of the entire law bearing upon this matter.

In reply all laws governing communes (cities) in the Republic are made by the Legislative Assembly, signed by the President of the Republic. The Mayor of the Commune in carrying out this provision, is only enforcing the law enacted by the Legislative Assembly.

I enclose copy of the entire law, as requested. This law was enacted by the Legislature, September or rather October 27, 1876.

I have the honor, Sir, to be,

Your obedient servant,

W.F. Powell.

Enclosure:

Copy of law with translation.

Translation.

Law bearing modification on that of August 21, 1862
on the administration of direct taxes.

BOISRONDE CANAL,
President of Haiti.

Seeing the law of August 21, 1862, on the administration of direct taxes.

Considering that the reform of our monetary system being an accomplished fact, it becomes urgent to fix in solid money the taxes whatsoever generally to be collected by the fiscal.

Considering that it is the duty of the Government to contribute in the measure of its resources to furnish to the Communes that are administrating under the empire of the law of June 21, 1872, the means to meet their engagements.

From the advice of the Council of the Secretaries of State,

has proposed
and the legislative has voted the following law:

Chapter I.

Art. 1st. All those who exercise any industry whatsoever subject to a license, should for to obtain it, make in writing the declaration to the Communal Council, who shall deliver to them a certificate and keep the declaration.

Art. 2. This declaration and the certificate which shall be delivered shall mention the name and surname of the person who request the license as well as the nature of the industry that they propose to exercise.

Art. 3. All Haitiens who exercise an industry whatsoever under a partnership shall be bound in making the declaration to show to the Communal Council his partnership agreement in due form.

Art. 4. All commission houses formed between Haitiens and foreigners, in which one or more Haitiens shall

have an interest of at least one half and of which the firm shall bear the name of one or more Haitiens, shall only be subject to the license tax fixed for Haitien consignors.

The act of agreement should be produced on all legal requests of the functionaries of the Commune, without prejudice to the prescriptions of the Code of Commerce.

Nevertheless foreigners associated with Haitiens should be provided personally with a permit of the President of Haiti, conformable to Article 6, below.

Art. 5. The Communal Council after having assured itself of the sincerity of the declarations, shall classify the licenses to be delivered according to the established tariff.

The table of licenses shall be made up in conformity with the model of the Communal accountant and shall be sent to the justice of peace of the Commune, who shall post it before the door of the Court.

Art. 6. Foreigners cannot exercise any industrie, except by virtue of a permit of the President of Haiti. This permit shall only serve for the year it was granted.

Art. 7. Are merchants consignors those who are provided with the license demanded for that class of merchants.

Art. 8. Foreigners shall only be permitted to do business as consignor merchants and only in the open ports.

Art. 9. Foreigners who shall be permitted to exercise any other industry except commerce, shall pay a tax double of the amount exacted of Haitiens exercising the same industry.

Art. 10. Any foreigner who shall have obtained under the terms of the above article, a permit to exercise an industry, and who during the year shall have violated the laws of the country by an act that tends to disturb the

security of the State, shall lose the license and cannot obtain another without a new permit from the President of Haiti.

Nevertheless in case of an association, when the fact of the violation does not benefit the association, the withdrawal of the license shall only effect the foreigner, partner, who shall have committed the violation.

Art. 11. In regard to foreigners employed as clerks, or under any other title in the service of merchants, traders, manufacturers or artisans either natives or foreigners they shall be subject to tax specified by the tariff.

The one who employs them in his service shall be responsible for the payment of the license.

Art. 12. No retribution excepting that of the cost of the stamped paper, is due for delivering the certificate of the declaration, or for delivering the license, or for recording the same. All violation of this prohibition constitutes an extortion, punishable by the penal law.

Art. 13. Haitien hucksters can only sell on the streets or public places. He shall be held bound to show his license to any of the authorities. He cannot station himself or expose his goods excepting on the public places.

Art. 14. No consignee merchant Haitien or foreigner can retail general merchandise above the value of \$100.

Art. 15. The wholesale merchant who sells dry goods or provisions cannot sell less than one piece, one dozen, one mass, one gross, one thousand, one ream, one roll, one barrel, one box, one demijohn, one basket, one half - hoghead.

Art. 16. The wholesale merchant who trades in materials (building) can sell for any quantity.

Art. 17. The dues for license shall be collected at the office of the Receiver of the Commune.

Art. 18. The license should be taken out each

year from the 1st of October to the 13th of November at the latest.

All persons subject to a patent, who shall not have taken out within five days after the delay fixed, their license, shall be, on the denunciation of the Communal Receiver, condemned by the justice of peace to a fine of fifty cents for each day's delay, with ten per cent of the amount of the license that they should have taken.

The fine as well as the amount for the license and the expenses shall be 48 hours after the condemnation, if the fine shall not have been paid, seized by office by the justice of the peace, on the merchandises, products, furnitures or whatsoever effects belonging to the delinquent.

The objects seized shall be under brief delay sold at public auction, up to the amount of the sum to be collected, without prejudice to Article 36 of the penal code touching arrestation.

Art. 19. Those who in the course of the year wish to begin to exercise an industry whatsoever shall procure a license which shall specify the time it has to run up to the end of the year and the amount paid in proportion.

If the time commences in the second quarter the tax shall be paid for nine months, if it is the third it shall be for six months, finally if it is in the last quarter it shall be for three months.

Art. 20. The licenses are delivered by the Communal Receiver, they shall be given gratis; but the copy shall be made on stamped paper according to the law.

On each license delivered and numbered shall be transcribed the provisions of Article 18 of the present law.

Art. 21. The license obtained shall be immediately presented to the justice of peace, who shall record, visae and make mention thereof in the margin of the declaration.

year from the 1st of October to the 13th of November at the latest.

All persons subject to a patent, who shall not have taken out within five days after the delay fixed, their license, shall be, on the denunciation of the Communal Receiver, condemned by the justice of peace to a fine of fifty cents for each day's delay, with ten per cent of the amount of the license that they should have taken.

The fine as well as the amount for the license and the expenses shall be 48 hours after the condemnation, if the fine shall not have been paid, seized by office by the justice of the peace, on the merchandises, products, furnitures or whatsoever effects belonging to the delinquent.

The objects seized shall be under brief delay sold at public auction, up to the amount of the sum to be collected, without prejudice to Article 36 of the penal code touching arrestation.

Art. 19. Those who in the course of the year wish to begin to exercise an industry whatsoever shall procure a license which shall specify the time it has to run up to the end of the year and the amount paid in proportion.

If the time commences in the second quarter the tax shall be paid for nine months, if it is the third it shall be for six months, finally if it is in the last quarter it shall be for three months.

Art. 20. The licenses are delivered by the Communal Receiver, they shall be given gratis; but the copy shall be made on stamped paper according to the law.

On each license delivered and numbered shall be transcribed the provisions of Article 18 of the present law.

Art. 21. The license obtained shall be immediately presented to the justice of peace, who shall record, visae and make mention thereof in the margin of the declaration.

Licenses, which no other document can replace shall be valid only as much as they are vested with the visa of the justice of peace.

Art. 22. Licenses for vessels and embarcations doing a coast carrying trade shall make mention of the name of the proprietor of the vessel or embarcation as well as its tonnage.

Art. 23. Any vessel to sail under the Haitian flag shall have been constructed in the country or have been recognized as Haitian property, as much by the authentic documents of acquisition as by an oath taken, which shall be exacted of the proprietor by the justice of the peace, so as to assure himself before delivering the license that the vessel belongs to him and that no foreigner has any ownership in it.

If the vessel is in a port other than that where the owner resides, he can be represented for the oath, by the Captain or by a special attorney.

To obtain a license he must moreover produce a certificate signed by the Chief of the Movements of the port, certifying to the designation, measurements and tonnage of the vessel, this certificate shall be delivered under the personal responsibility of the Chief of the movements of the port and recorded free of cost at the Custom House of the place.

Art. 24. Any fireigner who shall infringe the provisions of Article 8 of the present law, above cited, shall be punished by a fine of from one hundred to four hundred dollars, apart from the confiscation of the goods that are the object of the infringement.

Art. 25. In case of a loss of the license, the declaration to be made to obtain a duplicate shall be addressed to the justice of the peace, who after verifying the record, shall deliver a new copy, in placing a postscripture,

in the margin of the register and making mention whether the aforesaid copy is the second or third, etc.

Art. 26. Those who exercise an industry whatsoever subject to a license higher than that which they shall have taken out, shall pay a fine double the value of the license that they should have taken out.

Art. 27. Those to whom a certain kind of industry is forbidden and who shall with contempt of the law, do such industry, shall be condemned to a fine of one hundred to four hundred dollars, and double the amount in case of second offence.

Art. 28. Those who are convicted of having covered with their license the commerce, industry or profession of another shall likewise bear the penalty cited in the preceding article.

Art. 29. Any consignee merchant or wholesale dealer who shall be convicted of having sold any quantity of goods for a less value than that set forth by article 14, above, shall be condemned to a fine of one hundred dollars at least and four hundred at most.

In case of a second offence, the fine shall be doubled and the goods that are the object of the infringement shall moreover be confiscated, and sold for the benefit of the communal funds.

Art. 30. The consignee merchant foreigner or Haitien who shall have violated for a third time the provisions of the present law, shall incur the loss of his license.

Article 31. The list of merchants consignors and wholesale shall be posted not only at the justice of peace and Communal, but also on the door of the court of Commerce at the office of the Chief of police of each port open to outside commerce.

Art. 32. No request can be made, no suit brought

by persons subject to a license or be admitted by the constituted authorities or by the courts, if the petition, the request, the writ of summons does not bear the number of their license for the year in the course of which the request is made or the suit ^{is} brought.

Nevertheless in case of the omission of the above indicated formality, the production of the license before the courts or any other authorities shall be equal to the fulfillment of the formality.

Art. 33. All those who are subject to a patent, are bound at the first request to show the same to any of the authorities and any police agent charged with the execution of the present law.

Art. 34. The Justice of Peace and the public Minister are bound under penalty of removal from office to pursue without delay any infraction of the present law, that they may have discovered or that may have been denounced to them.

Art. 35. All fines pronounced either by the justices of peace or the correctional court, for an infraction of the present law, belongs one-half to the one who shall have discovered or denounced the violation and the other half to the Communal funds.

Art. 36. Shall be exempted from license tax:

1st. Agriculturers, or cultivators for that which concerns the cultivation of the soil;

2nd. Carters, charged with the transportation of plantations, but if they are employed in making transportations other than that of the estates to which they are attached, they are subject to a license tax.

It shall be the same for transportation on the back of animals.

In general all those who do transportation are not subject to a license relative to that profession only in

cases where they work for others than the proprietors of the carts and animals that draw them.

3rd. Blacksmiths, masons, carpenters, wheelrights and other artisans whose fixed residence is in the country or on an estate that is worked, but if they work for any other estate than that to which they are attached, they shall be obliged to procure their license.

4th. Sugar makers or refiners, if their manufactures are independent of the sugar estate worked, they shall be subject to a license.

5th. Public functionaries and all other employees of the Republic in that which regards their functions or their employment.

6th. Notary publics, Civil Officers, lawyers, surveyors for that which regard their functions.

7th. Teachers and professors of science and liberal arts, for that which regard their professions.

8th. Servants and those who work for others, for wages, without keeping a shop permanent or movable.

9th. Artizans who take up their residence on a working estate provided that they do not work for other estates.

10th. Haitian vessels making long voyages.

11th. Boats and embarcations of persons who live on the seashore, but under no pretext whatever can these boats and embarcation without being provided with a license do a coasting trade, or transportations, or fishing for other parties, except for the estate to which they belong.

Art. 37. Three fourths of the product of licenses established on stables, carriages and public shows shall be especially affected by the Communal Councils to the maintenance of the hospitals.

Art. 47. The present law abrogates all laws and provisions of laws that are contrary thereto; and shall be

executed at the diligence of the Secretaries of State for Finance and Commerce and the Interior, each one in that which concerns him.

Given at the National House at Port au Prince,
October 19th 1876, the 73rd year of the Independence.

The President of the Senate

Dr. Ls. Audain.

The Secretaries Pierre Elheart; D. Lamour.

Given at the House of Representatives at Port au Prince, October 24th. 1876, 73rd year of the Independence.

The President of the House.

Lt. M. Dupuy.

The Secretaries D. Pierre. T. Suire.

In the name of the Republic.

The President of Haiti orders that the above law of the Legislative body be vested with the seal of the Republic, printed, published and executed.

Given at the National Palace.

at Port au Prince, October 27th 1876.

73rd year of the Independence.

Boisrond Canal.

By the President

The Secretary of State for Finances and Commerce,

L.Elheart.

The Secretary of State of the Interior, etc.,

Auguste Mentas.

G.

No. 87.

LEGATION OF THE UNITED STATES.

Port-au-Prince, Haiti, Nov. 18, 1894⁷.

Honorable John Sherman,
Secretary of State,
Washington, D. C.

Sir:

I enclose another phase of Mr. Metsger's trouble,
which has been placed in my hands to-day.

I herein enclose a copy of a personal letter sent
the Secretary of State Hon. Solon Menos, not desiring to
make it a matter of official correspondence until all other
means fail.

I have the honor, Sir, to be

Your obedient servant

W. F. Powell.

Enclosures:

1. Copy of Mr. Metsger's letter.
2. Copy of letter to Hon. Solon Menos.

Enclosure 1 in No. 87.

Copy.

Port-au-Prince,

18th Novbr. 1897.

Hon. WmF. Powell,

Envoy Extraordinary and Minister Plenipotentiary
to Hayti, Port-au-Prince.

Sir:

As might be expected, and as fully foreshadowed and outlined in our complaint of the 26th August, Mr. Mathon, the city magistrate, is following up his system of retaliation for having complained of the outrages already committed by him.

He has now made up his mind to cut off the water supply of our mill.

We pay our water-taxes regularly and are entitled to the water we pay for.

Last week the water gave ^{out} entirely. We sent notice at once to the water-department (which is under Mr. Mathon's administration) that our factory was shut down for want of water. The reply was that his workmen, elsewhere busy, could not attend to us.

Four days the mill remained shut down; finally Mr. Mathon consented to make the repairs, provided we paid for
THEM

them. We agreed to do so, wishing to avoid trouble, although the charge was improper.

While repairing the old pipe, it was ascertained that the same was in a very poor condition and might spring new leaks any time. With large interests at stake, we cannot afford to be continually exposed to lack of water and we applied therefore for a special connection or pipe of 1½ inch or 1 inch diameter from the main pipe to the mill.

It was mutually agreed with the water-department that this be done on the following conditions; we furnish the pipe for this special connection; we pay the cost of laying same, estimated at \$81.75, for which we signed a bond, and we pay an increase of \$2. per month water-taxes.

The trenches were started and our pipes laid out, when Mr. Mathon sent for a member of our firm, Mr. Mathon asked him how we could expect "favours" from the Commune, when we did not pay our imposts (licenses, rents, etc.) that he would only grant us a 1½ inch pipe, unless we paid our imposts, in which event he would gladly let us have 1 inch connection.

It was asked of Mr. Mathon how we could pay imposts that were garnished by third parties; to which he vouched no reply.

The fact is that we have writs of attachments or injunctions issued by the Court to creditors of the Commune, on licenses, rents, etc., due by us to the City for the fiscal year 1897-1898, in all about \$1200,- which we are forbidden to pay, under penalty of paying twice.

On thus exacting that we disregard the order of the Court, or be deprived of the necessary quantity of water for

our

our industry. Mr. Mathon puts us in an alternative that we cannot accept and that nothing but his hitherto impunity for ransacking our establishment can explain.

We venture to hope by this time our Government has been able to examine our case and to instruct you in regard thereto.

It is painfully evident that unless some action is taken shortly, we may as well think of closing our business.

We remain, Sir,

Very respectfully yours.

John D. Metzger and Co.

Enclosure 2 in No. 87.

Copy.

Personal..

LEGATION OF THE UNITED STATES,

Port au Prince, Haiti, Nov. 18, 1897.

Hon. Solon Menos,

Secretary of State for Foreign Affairs,

Port au Prince, Haiti.

Sir:

I have just been informed that the Mayor of the Commune, Mr. Mathon, has refused to supply Mr. Metsger with water for his mills, as this is impeding him in his business, do me the favor to communicate with Mr. Mathon, and prevail upon him to rescind his order before this matter reaches a grave stage.

With my highest assurance and personal esteem, Mr. Minister,

I have the honor to remain,

Your humble servant

W. F. Powell.

Copy.

T/T

No. 68

December 6, 1897.

William F. Powell, Esquire,

Esq., Esq., Esq.,
Port - au - Prince.

Sir: -

I have to acknowledge the receipt of your
No. 86 of the 17th and No. 87 of the 18th ultimo, in
regard to the complaints of Mr. J. D. Metzger.

In reply I have to say that you should guard
Mr. Metzger's rights as an American citizen and see
that no injurious discrimination is practiced against
him.

If he has a judicial or administrative
remedy, he should pursue that until proper relief
be granted or a denial of justice shall result, in
which latter event only this Government can intervene.

Much will depend on the exercise of tact
and discretion.

Your action as reported is approved.

Respectfully yours,

JOHN SHERMAN.

No. 175.

Legation of the United States,
Port au Prince, Haiti, February 5, 1893.

Honorable John Sherman,
Secretary of State.

Washington, D.C.

Sir:

I respectfully transmit to the Department an enclosed despatch from the Hon. Secretary of Foreign Affairs, Brutus St. Victor, giving the reasons why they cannot reimburse John D. Metzger for entering his establishment, seizing upon his goods and selling the same for licenses or patents claimed to be unpaid by his workmen, who were Americans.

The argument advanced by the Honorable Secretary is such that I feel our Government cannot accept the position assumed by the Haitian Government. They clearly attempt to establish a principal in order to evade this claim, that the Communal Law is superior to the National Law, or of any treaty obligation. It is stated in this despatch that all redress for illegal action on the part of the Commune must be through the Communal Courts, in which the claimant, if he be a foreigner, and the claim be against the Government has no redress, his case being prejudiced before the trial takes place. If the views presented by the Honorable Secretary are those of the Haitian Government are accepted by the Department, Mr. Metzger and every American in business here may as well close their establishment and leave the Island. Mr. Metzger's interests amount, I am informed, to nearly \$200,000; he has also large interests in the States. He has a valuable plant here, the only one of the kind on the Island. A reverse decision to him means simply ruination, and not only ruination to him, but to every American who has money invested in business here.

I trust the Department will give me ample instructions in this matter.

I have the honor, Sir, to be,

Your obedient servant,

W.F. Powell.

Enclosure:

Copy of letter or despatch from the
Hon. Brutus St. Victor, Minister of Foreign Affairs.

Copy.

Enclosure 1 in No. 175.

Translation.

Department of State
for
Foreign Relations.

PORT-AU-Prince, Feb. 3, 1898.

Mr. Minister:

In confirming to you my letter of the 4th of January last, in answer to yours of the 3rd. of the same month relative to the claim of Mr. Metzger, I have the honor to present the views of my Government on the subject of that claim.

On the date of the 28th of June, 1897, the Department of Foreign Relations addressing your Legation exposes itself thus.

"It is admitted in principle that Governments should answer for all acts committed by their agents in the exercise of their functions and it is on this that are founded the diplomatic claims that may be presented on the subject of an abuse of authority committed by any public officer acting under the control of the Superior Administration. But such is not the case with Communal Councils. The President of Haiti or the Legislative Power cannot intervene in the acts of Communal Councils only in cases where they overpass their attributions and wound the general interest. Now the fact of action at law for to collect direct taxes are as specified by the law of October 27, 1896, is positively within the attributions of the Communal Councils or of their Magistrates".

"Your Legation examining the point of view of my Department replies to it on the 31st of August as follows: I cannot accept the conclusions of the Honorable Secretary of State, tending to say that the Commune is governed by certain laws that are above those of the National Government of the Republic".

It seems to my Department that such is not the true sense of the letter of June 28th. Your Legation gives to it evidently a wide interpretation, and for the purpose of better precisising the true bearing, I can do no better than by taking up the facts and enlightening them by the light of principles and of laws.

The personnel of the establishment of Messrs. John D. Metzger at Port-au-Prince is composed of foreign workmen, who according to the terms of Article 11 of the law of October 24, 1876 on the government of direct taxes, are subject to license dues, according to the tariff annexed to the law of the 30th of October of the same year fixing the ^{quotas} quantities of that tax for each industry.

In virtue of Article 10 of the same law, Messrs. John D. Metzger are responsible for the payment of the licenses of their workmen.

Article 18 of that law arms the Communal Collector with the right to denounce to the Justice of the Peace the delinquent license payers, gives competence to the Justice of the Peace to condemn these delinquents to pay, and over their licenses fifty cents per day for each day of delay, plus 10% on the (amount) of the license itself - permits official seizure, in case of non-payment of the condemnation pronounced, the merchandise, product, furniture or effects whatsoever belonging to the delinquent and the selling thereof at the shortest delay by public auction, up to the concurrence of the amounts due.

On the date of June 9, 1897, a judgment of the tribunal of peace of the northern section condemned the foreign workmen employed in the establishment of Messrs. John D. Metzger on the refusal of Messrs. Metzger to pay the license of these workmen, the Commune proceeded against them.

It is therefore necessary to examine in such a state of affairs whether the Commune of Port-au-Prince has acted arbitrarily or if it has acted in conformity to the law governing the matter, since a judgment has been rendered and that the seizure and sale of the materials were only in execution of that judgment.

In that which concerns the base itself of the decision rendered by the tribunal of peace, it is necessary to examine whether or not the workmen against whom the condemnation was pronounced are subject to a license tax.

My department recognizes that in the tariff that fixes the quota of the tax it is only a question of foreign clerks. It is with doubt by assimilation to the latter that the Commune has exacted of these foreign workmen license taxes. The whole question, therefore, devolves upon whether or not in this case the assimilation was possible. It is evident that the tribunals are alone competent to pronounce on this and I am persuaded that your Legation will quickly recognize it with me. Such is the true sense of the despatch of June 28th.

The Commune is not governed by laws that are above that of the Government of the Republic, but it is administered by special laws after the Constitution and case of contestation between it and a third party on the application of these laws, these disputes are brought before the tribunals.

This question therefore from its nature enters exclusively in the domain of the ordinary tribunals and if for to solve them we must engage the responsibility of the Government and admit the recourse to diplomacy, it would bring a serious blow to one of the constitutive elements of the independence of Nations and of territorial jurisdiction.

In submitting these considerations to the eminent man who represents in Haiti the Great Republic of the United States, I conceive the hope that they will be attentively examined and that your uprightness of judgment in appreciating therein the rigorous justice will not fail to adhere thereto.

Please accept, Mr. Minister, the assurances of my high consideration.

The Secretary of State for Foreign Relations.

Brutus St. Victor.

Mr. W.F. Powell,

Envoy Extraordinary and Minister Plenipotentiary
of the United States of America

at Port-au-Prince.

No. 179.

Legation of the United States,

Port-au-Prince, Haiti, February 8, 1898

Honorable

John Sherman,

Secretary of State,

Washington, D.C.

Sir:

I respectfully transmit to the Department the result of an interview I have had with the Minister of Foreign Affairs, Hon. Brutus St. Victor, concerning the Metzger claim, which will considerably modify a previous despatch already forwarded. The result of this interview has changed, if not widened the issue, as I have embraced in it, the rights of American merchants doing business in this Republic, thus settling a question that has been pending for years, and which has been the result or cause of a considerable correspondence between our Government and this Republic.

I have attacked the right of this Government to demand of Mr. Metzger, or any American merchant doing business in this Republic, to demand a higher tax or license (patents) than that paid by Haitian merchants, nor must their employees when Americans be classed different from native workmen or native clerks under the treaty agreed upon between the two Governments. In reply to this, it was claimed that our Government came under "the most favored nation clause" I denied this, citing Art. V of the "Treaty", that it explicitly stated our rights, that I could accept nothing less than what was defined there. It was claimed that Mr. Metzger had never requested such benefits as stated in Article V, that his proper recourse was the "Courts of the Commune", and lastly to have this whole matter submitted to arbitration, taking in the subject of indemnity demanded, I replied to the first, that it was not Mr. Metzger alone that was to be considered, but the rights of every American merchant in business in this Republic, that had to be finally settled,

that Mr. Metzger was a minor factor in the case. 2. That when the party was a foreigner, and the claim against the Government then was no redress, that this claim was not now between the Haitian Government and Mr. Metzger, that the opportunity had been given to them to deal with Mr. Metzger, they had denied to him any right of redress, he had therefore been compelled to place his case in the hands of his Government, which virtually played him out of the case, the matter was therefore between our Government and that of this Republic to come to a settlement.

3. To the Request for arbitration, I refused, stating there was nothing to arbitrate the provisions of the treaty clearly established the rights of Mr. Metzger. This treaty had been formally accepted by the two Governments, that we could not think of submitting a question to Arbitrators of a right that was clearly established by treaty. A reference was then made to the terms of the indemnity. My reply was the first question to be settled was whether they proposed to accord us the rights belonging to us under the Treaty. After that was settled, I would take up the damage done to Mr. Metzger by the illegal sale of his goods. Lastly, the "Indemnity" I should be compelled to ask of them. A request was then made that I would give them time to consider this issue of the case.

I have named the 12th of March as the time I shall expect an answer, being after my return from Santo Domingo. In view of the above statement, I request the Department to do nothing in regard to the previous papers of this claim until they hear from me again. Mr. Metzger demands \$100,000 indemnity; this I think is too much. I shall demand \$25000 ^{unless} ~~under~~ the Department orders otherwise. I think all my demands will be acceded to.

The Department will kindly inform me if my action are approved.

I have the honor, Sir, to be,
Your obedient servant,
W.F. Powell.

No. 121.

DEPARTMENT OF STATE,

Washington, March 29, 1898.

William F. Powell, Esquire,

etc., etc., etc.,

Port-au-Prince.

Sir:

In accordance with the request contained in your despatch No. 85, November 16, 1897, you are instructed that under the treaty between the United States and Haiti, concluded November 3, 1864:—

1. Any tax discriminating in favor of Haitians and against Americans residing or established in Haiti is in violation of Article V of the treaty. Any such discriminatory tax against Americans there residing or established, whether employers or employees, under whatever name, is obnoxious to said article.

2. American employers there residing or established cannot be held responsible either for such illegal tax, above specified, or for any discriminatory tax in favor of Haitians and against workmen of any ^{the} nationality who, by treaty of Haiti with their nation, are entitled, under the most favored nation clause, to the same exemption as Americans

You are instructed to protest energetically against the imposition on Americans residing or established in Haiti of any contribution or tax whatever, whether imposed directly or indirectly, which is not equally imposed by law upon Haitians under the same circumstances.

You will give a copy of this instruction to the Minister for Foreign Affairs of Haiti.

Respectfully yours,

John Sherman.

Translation.

Washington, April 25, 1898.

Mr. Secretary of State:

As a supplement to the last interview which I had, on the 22nd inst. with Mr. W. L. Penfield, Solicitor of the Department of State, I have the honor to inform you that we have succeeded in coming to an agreement on the following points:

X Y X X X X X X X X

2. The John D. Metzger matters. (a). Dispute with the Communal Council of Port-au-Prince. In my note of March 22 last to Mr. Penfield, I took the liberty of stating the following principles: 1. It is the first duty of an alien to respect the laws of the country which is affording him hospitality. 2. An alien ought, in certain cases, to apply to the Courts before appealing to his Government. 3. He cannot have recourse to the intervention of his Government until he has exhausted all the jurisdictions.

Under Art. 11 of the law of October 27, 1896, Mr. Metzger is responsible for the payment of the license of his foreign employees. He did not pay the tax. In pursuance of a judgment rendered by the Court of Peace, his goods were seized and sold at the request of the Communal Council of Port-au-Prince. Mr. Metzger claims that, under this head, he suffered damages to the amount of \$150,000.

Mr. Penfield was kind enough to admit that the action of the Communal Council of Port-au-Prince might be compared to that of an ordinary creditor of Mr. Metzger; that the latter ought to apply to the Haytian Courts to obtain redress for the wrongs alleged to have been done him;

Hon. John Sherman,
etc., etc., etc.

reserving

reserving the right of intervention of the American Government in case, contrary to all expectation, an unjust or evidently illegal decision should be rendered. It has, consequently, been agreed that the Department of State shall cease to support Mr. Metzger's claim and shall direct him to apply, if he thinks proper, to the Haytian Courts.

x x x x x x x x x x x x x x x
(c). The water matter. -- According to Mr. Metzger, his establishment was deprived of the water required for its working, which occasioned him loss.

Mr. Penfield and I soon agreed that there was no basis for a claim in this. I have called the attention of my Government to this complaint, of the existence of which I was unaware, and the Solicitor is confident, like myself, that Mr. Metzger will receive all necessary protection.

I would be obliged to you if you would let me know whether we agree in all the foregoing; and, congratulating myself on the happy settlement of the little difficulties existing between Hayti and the United States, I avail myself, etc.

J. N. Léger.

Mr. Moore to Mr. Léger.

No. 13.

Washington, May 2, 1898.

Sir:

I have the honor to acknowledge the receipt of your note of the 25th ultimo in which you state the result of your conferences with the Solicitor of this Department in regard to the claim of Bernard Campbell and of John D. Metzger and Company against the Government of Haiti.

X X X X X X X X X X X
The report shows, in regard to the claim of Metzger and Company for damages for the seizure and sale of their goods for license taxes, on judgments rendered against their workmen, that you did not dispute the principle, fixed by the treaty, of the equality of taxation of natives and Americans residing and established in Haiti, but contended that Metzger and Company and their employees had failed in showing due respect to the local authorities by not appearing in court and presenting their grievances for consideration and decision: and that there was a remedy before the ordinary tribunals for those grievances. The Solicitor stated that your contention would be taken under careful consideration, and if it should appear to be well-founded, he would not recommend diplomatic intervention until the ordinary remedies had been exhausted.

In the course of the conference, you assimilated the action of the Communal Council to that of an ordinary creditor. The Solicitor did not deem it necessary to admit or to deny this contention, in view of the other point made, and of his promise not at present to recommend intervention.

An instruction will be sent to our Minister to Haiti in conformity with the foregoing report of the result of the negotiations, which is approved by the Department. While there is some slight discrepancy between your note and the Solicitor's report as to all that was said in the course of the negotiations, this does not affect the substantial adjustment so happily agreed on, on the foregoing terms: and I join with you in felicitation on the happy solution arrived at.

Accept, etc.

J. B. MOORE,

Acting Secretary.

DEPARTMENT OF STATE,

Washington, May 3, 1898.

No. 143.

William F. Powell, Esquire,
etc., etc., etc.,
Port-au-Prince.

Sir:

I have to acknowledge the receipt of your Nos. 215, 216, 217, 218 and 220 of the 16th ultimo, and of your No. 226 of the 21st ultimo, all relating to the claims of American citizens against Haiti.

With respect to the claim of Metzger and Company for damages for the seizure and sale of goods for the collection of license taxes, imposed on his workmen, your position has been sustained, that those taxes were imposed and collected in violation of the treaty. The Haitian Minister, in his conferences with the Solicitor, was informed of the attitude of the Government of the United States in this regard, upon which it would insist for the protection of our citizens in Haiti. The Haitian Minister, however, made the point that both Metzger and Company and their workmen had an adequate remedy before the ordinary tribunals. The Solicitor informed the Minister that that point would be taken under careful consideration, and if it should appear well founded, he would not recommend diplomatic intervention, until the ordinary remedies had been exhausted. This position is in accordance with the instruction to you from this Department No. 68, of December 6, 1897, in which you were informed that "If he (Metzger) had a judicial or administrative remedy he should pursue that until proper relief be granted or a denial of justice shall result, in which latter event only

"this Government can intervene." Before this Government can intervene, there must appear one of two conditions, either that no remedy exists for the wrong done, or, secondly, that if a remedy exists, it has been invoked and resulted in a denial of justice. You are instructed to investigate and report to this Department whether any remedies are afforded by the laws of Haiti. If so, diplomatic intervention is improper until such remedies have been exhausted. If the grievances complained of had occurred in this country, there would be ample remedy before our courts for their redress.

The Metzger claim has not, therefore, been adjusted by diplomatic intervention. The latter has been merely suspended until the receipt of your report as to the existence of any remedy, and the nature of it, available to Mr. Metzger before the ordinary tribunals.

In a previous despatch you reported that you demanded of the Haitian Government the payment of twenty-five thousand dollars damages for the seizure and sale of goods which appear to have been worth twelve hundred dollars, as shown by their public sale. So far as appears from the papers in this case, this demand seems exorbitant, and would not be approved in any event by this Government without a fuller and more precise showing of the grounds on which so large a claim is based for the seizure and sale of so small an amount of property.

With respect to the complaint made of a denial of justice by the Tribunal of Commerce of Jérémie, growing out of the suit in bankruptcy by Metzger and Company against Wiener and Company, you were instructed in the Department's

No. 46, of October 30, 1897, that this claim should not be pressed. While Metzger and Company apparently have grounds for complaint, in view of the delays and even irregularities that sometimes occur in the final disposition of cases in courts, there does not appear a sufficiently clear showing of a denial of justice to warrant diplomatic intervention.

With respect to the action of the municipal authorities of Port-au-Prince in cutting off or refusing the water supply to Metzger and Company's factory, the Haitian Minister represented ~~him~~ to the Solicitor that, according to his understanding, that alleged grievance had already been adjusted; and promised, if it had not been done, to make such representations to his Government as would ^{secure} ~~secure~~ to Metzger and Company equitable treatment.

In your No. 220, you say that "Those countries are "strongest in the estimation of this Government whose accredited representatives are strongly supported by the home Government. In this (Metzger) case, I have not been."

You have been explicitly instructed as to the attitude of this Government in this case and to watch and protect the interests of American citizens in Haiti. But if you have pressed the payment of the Metzger claim before the claimant had first ^{exhausted} ~~exhausted~~ the ordinary remedies, if any exist, you have exceeded your instructions, as well as the requirements of international law.

With respect to your complaint that this Government has given to the Haitian Government information, and withheld the same from you, it is founded in a misconception of the facts. The exchange of notes between the Haitian Minister and the Department was made in the course of nego-

tations and limited to that object. All communications by this Government have been made through you, except those made in the course of the oral and written negotiations had between the Minister and the Solicitor.

You will perceive from the foregoing that this Department has given you specific instructions and ^{has} ~~is~~ sustained you in so far as you have observed them. It approves the zeal and energy you have shown in safeguarding American interests, but would commend to you the careful consideration of its instructions. While you are vigilantly to protect the rights of American citizens, you are not authorized to pass upon the justice of large claims and make demands for their payment without first being instructed by this Government to do so. The Department does not approve the querulous tone of your despatches, which should report only facts, with such recommendations and requests as you think proper.

Respectfully yours,

J. B. MOORE,

Acting Secretary.

DEPARTMENT OF STATE,

No.16.

Washington, May 31, 1898.

Sir:

Referring to the Department's note of the 3rd instant, I have the honor to say that our Minister at Port-au-Prince reports to the Department that Mr. Metzger's grievance over the failure to supply water to his mill is still unsettled; that the Mayor of the Commune, Mr. Mathon, has refused, and still refuses, to allow him an adequate supply of water to operate his mill, although he has placed a large supply pipe at his own expense and entered into written contract to pay the Commune for the extra supply of water; and that consequently his mill has been compelled a part of the time to be idle. In the conferences between you and the Solicitor of this Department, this subject was treated and the result was that you promised to call the attention of your Government to the matter and have it adjusted on an equitable basis, if this had not already been done, ^{stated you} which, you, thought was the case. The Department hopes that you will kindly advise your Government of this understanding and have this matter adjusted without further annoyance to Mr. Metzger.

Accept, Sir, the renewed assurance of my highest consideration.

William R. Day.

Mr. J. N. Léger,

etc., etc., etc.

Legation of Haiti,

Washington, June 3, 1898.

Mr. Secretary of State,

I hasten to acknowledge the receipt of the note which you were pleased to address to me on the 31st ultimo, after the interview which I had with you on that day, by which note you informed me that, according to a report received from the United States Minister at Port-au-Prince, Mr. Metzger's establishment was still deprived of the supply of water which it needed.

In reply I must not fail to confirm what I had the honor to state to you in our interview of the 2nd instant: according to the agreement reached with the Solicitor of the Department, I informed my Government of Mr. Metzger's grievances, and the Secretary of State of Foreign Relations recently wrote to me that the matter had been settled within 24 hours.

You then had the kindness to tell me that you were about to send additional instructions to Mr. Powell, directing him to discontinue his requests both with regard to the water question and to the license tax, as Mr. Metzger can obtain from the courts of Haiti the redress of the grievances to which he has been subjected by this latter affair.

With my thanks I am happy to renew to you, etc.,

J. N. LEGER.

His Excellency W. R. DAY,

etc. etc. etc.

TELEGRAM SENT.

Department of State,

Washington, June 7, 1898

Powell,

Minister,

Port-au-Prince.

Discontinue pressing Metzger claim for seizure
and sale of goods until he has exhausted remedies in courts.

DAY.

DEPARTMENT OF STATE,

Washington, D. C., June 9, 1898.

No.18 .

Sir:

I have the honor to acknowledge the receipt of your note of the 3rd instant, in which you refer to our conversation of the 2nd instant, relative to the complaints of Mr. Metzger.

In order to correct an erroneous impression apparent in your note, I have the honor to say that it is not contemplated that any additional instructions should be sent to Mr. Powell discontinuing his requests with regard to the water supply of Mr. Metzger, unless Mr. Metzger's grievance has been adjusted on an equitable basis, assuring to him such supply. But Mr. Powell will be instructed to drop the matter if an equitable settlement has already been made.

Accept, Sir, the renewed assurance of my highest consideration.

William R. Day.

Mr. J.N.Léger,

etc., etc., etc.

No. 174.

DEPARTMENT OF STATE,

Washington, June 9, 1898.

William F. Powell, Esquire,

etc., etc., etc.,

Port-au-Prince.

Sir:

Mr. Léger, the Haitian Minister at Washington, has informed me that the Secretary for Foreign Relations of Haiti has written him that the grievance of Mr. Metzger in relation to the water supply had been settled within twenty-four hours, in accordance with the agreement made between the Minister and the Solicitor of this Department. If such is the fact, you will take no further action in regard to the complaint. If there is any error in said report of settlement, you will state the fact accordingly to this Department.

Respectfully

William R. Day.

DEPARTMENT OF STATE,

Washington, June 9, 1898.

No. 174.

William F. Powell, Esquire,
etc., etc., etc.,
Port-au-Prince.

Sir:

I have to acknowledge the receipt of your No. 277 of the 28th ultimo, in which you report that no claims for license taxes illegally imposed have been or will be filed by American citizens against Haiti, except these, to wit: one of C. Weyman and Company, who do not want their money returned; one of Robert Nooetz, which this Department declined to present; and one of Metzger and Company in relation to the tax imposed on their workmen. In view of this report, your final adjustment of the controversy which has so long existed between this Government and that of Haiti, by the agreement of this Government not to press said claims against the Government of Haiti, and by agreement of the latter to enforce the strict observance of treaty rights of American citizens in Haiti against discriminatory taxation, is approved; but this approval is subject to Mr. Metzger's right to pursue his remedy for the illegal seizure and sale of his goods, and with the right of diplomatic intervention in case of a denial of justice. You will furnish to the Haitian Government a copy of this instruction.

Respectfully yours,

WILLIAM R. DAY.

TELEGRAM RECEIVED IN CIPDER.

From Port au Prince .

June 13, 1898.

Day

Washington.

Metzger to-day abandons mill on account of Comtrane
not giving water. Has notified legation.

Powell.

Minister.

C O P Y .

No. 301.

Legation of the United States,

Port-au-Prince, Haiti, June 18, 1928.

Honorable William R. Day.

Secretary of State.

Washington, D. C.

Sir:-

I enclose for the information of the Department copies of correspondence between Mr. Metzger and the Legation, since receiving cable from the Department.

I have the honor, Sir, to be

Your obedient servant,

(Signed) W. F. Powell.

Enclosures:

1. Copy of letter to Mr. Metzger.
2. Copy of letter from Mr. Metzger.
3. Copy of letter from Mr. Metzger.
4. Copy of letter from Mr. Metzger, enclosing one from the Communal Magistrate, Pathone, notice of ejectment.
5. Copy of my letter to Mr. Metzger.

C O M P Y .

COPY. (Enclosure 1 in No. 301.)

No. 97. LEGATION OF THE UNITED STATES,

PORT AU PRINCE, HAITI, June 8, 1898.

Mr. John D. Betager,

Port-au-Prince,

Haiti.

Sir:-

I received by cablegram last evening instructions in reference to your claim against the Haitien Government for seizure and sale of your goods, in which I am directed that you must prosecute your claims against the Government or the Commune in the courts of Haiti, until you have exhausted all efforts or remedies for redress.

Respectfully,

W. F. Powell.

C O P Y .

COPY.

(Enclosure 2 in No. 301.)

PORT AU PRINCE, 13th. June 1898.

11 o'clock A. M.

Hon. W. F. Powell,

Envoy Extraordinary and Minister Plenipotentiary to the
Republic of Haiti, Port-au-Prince.

Sir:-

We wrote you under date of 31st. May giving you notice that we would have to close and abandon our Saw-mill and Wood-factory unless the Commune gave us the water to which we are entitled and which we need to operate our mill.

We have been principally depending on rain-water, gathered from the roof of our main-building. The rain having ceased and dry weather setting in, we have nothing to depend on now. There is a moderate supply of fresh water in the tanks yet, but that must be kept as reserve in case of fire.

All our efforts having thus failed to obtain the long-promised water, please take notice again that we abandon, from this hour, our factory, retiring everybody, even the night-watchman, and that we positively decline to take charge again of the establishment until we get full and satisfactory redress.

The mill is from this moment on your hands, or on the hands of those to whom it may concern.

We have nailed the American flag upside down, at half mast, on top of the mill's tower. May it float there, a dismal symbol of distress, to remind the shameful treatment our industry has been subjected to, until its last whitened shreds shall have been dispersed by the winds!

We are, Dear Sir,

Your obedient servant,

John D. Metzger.

C O P Y .

COPY.

(Enclosure 3 in No. 301.)

PORT AU PRINCE, 19th. June 1898.

Hon. Wm. F. Powell,

Envoy Extraordinary and Minister Plenipotentiary
to Haiti, Port-au-Prince.

Sir:

Your communication dated 8th. instant has been received. you state therein that the State Department Has decided that my claim against the Haytian Government for illegal seizures and sales of merchandise shall be submitted to the decision of Haytian courts until all remedies for redress shall have been exhausted. In other words, the Haytian Government is appointed to judge its own misdeeds, and take its own time about it.

While I am aware that this decision is final and my firm's interests are surrendered to the discretion of its opponents, I shall at least not submit to it without entering an earnest protest against such a deplorable course of procedure. Remember, Sir, that one year has elapsed since my establishment was violently entered and plundered, without a vestige of right, reason, law or judgment. During that year the U.S. Legation has constantly given me assurances that justice would be done, and in these assurances I confided. Now, after a year, I am told that the aggressors shall judge the case. It is a late day, Sir, to receive such information. If such was the intention, why was it not so decided on receipt of the complaint? Can you realize the amount of ridicule that is attached to a case like this when presented in a Haytian Court, or any court, under similar circumstances? and have you noticed the jeering and hilarity this extraordinary decision has produced in certain circles? We shall then, agreeably to the Department's pleasure, submit the case to the Haytian court, but dispense with all formalities that are not strictly requisite

It

It will be more than useless, for instance for you to assist at the tribunal. This humiliation can will be spared the Legation, for it can certainly add nothing to the dignity of that office. The mockery is already too complete as that an Envoy Extraordinary and Minister Plenipotentiary of the United States be made a vain exhibit to the sneers of a hostile and fanatic audience.

For the above, and other obvious reasons, I shall not defend the case, further than submit the documents to the Court, and withdraw, I shall take no lawyer and enter an appeal from the court's decision, whatever it may be. The proceeding is a farce and deserves no other treatment as such.

In still another point the decision of the American Government is surprising. We are told that we must take recourse to the laws of Hayti when the Commune, or the Government if Hayti have gone behind the law, and openly violated the most important statutes of their own constitution, which provide that property is inviolable. No property can be entered and seized unless, to use the expression or ruling of the State Department, "all remedies for redress are exhausted." Very well. Now, our establishment was entered our workmen were beaten, the auction bell was tolled through the city for four days and our goods were carried off and sold. We owed nothing, quite on the contrary, we were creditors. We had not been summoned to any court, we had not been judged, we had not been condemned. A high-handed robbery and an infamous attack on our commercial reputation was thus boldly committed. What remedies of the law did the Commune or Government "exhaust" before assailing us? None. Why then should we be told to "exhaust" remedies that our opponents are allowed to disregard? What kind of justice is this?

but

C O P Y .

-3-

But I do not propose to accept such treatment in meek submission and if I cannot get the justice and protection that is due me, from those who are paid for extending it indiscriminately to all who come under their official administration or supervision, I must "exhaust" all means to get it anyhow. There is a tribunal that is above passion, intrigue and prejudice, and never fails to afford relief and redress when appealed to in truth and sincerity. In a country of freemen this tribunal is an absolute protection against despotism and abuse of power. PUBLIC OPINION is its name, and to that power I confidently look for comfort and redress.

Before, closing, allow me, Sir, to state a few claims to recognition:

First: I am an American citizen.

Second: I served my country for eleven years in the Consular Service, and my record is above reproach, if the testimony of U.S. Consul Coutier, herewith annexed, is worthy of belief.

Third: I represent vast American interests, both in a commercial as well as in an industrial sense. My industry (saw-mill and wood-working factory), reflects and it and admiration upon American skill, enterprise and workmanship. It has cost me unspeakable pains, sacrifices and privations to establish it. Alas- it is now abandoned, and the American flag is nailed at half mast above the silent premises.

I hope these claims to recognition are valid, though they failed to be treated as such in Washington. On the other hand it is refreshing to recall the words of Mr. Felix Faure, President of the French Republic, at the banquet which the representative French industries tendered him in Paris

Paris, the 15th October 1897:

" The solicitude of the Republic is extended to all
" its children ('enfants') to those especially who serve it
" (the Republic) abroad. Wherever there is a Frenchman, there
" is France."

May the American Government be inspired by the lofty,
patriotic sentiments of the illustrious French President.

I am, Sir,

Your obedient servant,

John D. Metzger.

Appendix.

C O P Y .

Appendix to letter.

June 19th, 1898.

No. 509.

UNITED STATES CONSULATE,

Cape Haytien, September 15th, 1896.

John D. Metzger, Esq.,

Port-au-Prince.

Sir:-

Your letter of August 26th, ultimo, tendering me your resignation as United States Consular Agent at Gonaives, has been received and read with painful interest.

For more than eleven years you have occupied that position, to the satisfaction of this Consulate; and during that time, not a single official act of yours, I am happy to say, has been censured; therefore it is with feelings of deep regret that I accept your resignation.

I feel embarrassed to select your successor, for however capable he may be, he must lack that tact and experience which you have acquired during your long years of useful service.

I cannot conclude, without tendering you the sincere thanks of this Consulate, for the able and efficient manner you have performed the duties of your office, during your incumbency.

I am, Sir,

Your obedient servant,

Stanislas Goutier,

U. S. Consul.

C O P Y .

COPY.

(Enclosure 4 in No. 301.)

PORT AU PRINCE, 20th. June 1898.

Hon. W. F. Powell,

Envoy Extraordinary and Minister Plenipotentiary to
Hayti, Port-au-Prince.

Sir:-

The youthful and restless magistrate of this city, Mr. Mathon, has served a writ on me, Saturday 18th. late in the afternoon, to the purpose that unless I pay within eight days the sum of \$700.- (seven hundred) Gourdes, he will depose me of the tract of land on which my firm's lumber business and wood-work-factory is located.

This demand for payment of \$700 Haytian Gourdes is preposterous, as I shall presently show:

1st. My firm has an unsatisfied judgment against the city for about \$300.

2nd. We have seized but not collected part of Mr. Mathon's salary for debt, say \$450.

Carry over \$750.

(2nd page.)

Brought over \$750.

3rd. We have to compensate with Mr. J. J. Audain our share in his seizures upon the city (Commune) say \$200.

4th. The City is still in possession of the proceeds of our goods which it carried off by way of pillage in June 1897, about gold \$1200.- representing at the present rate of exchange \$3,500.

Gourdes \$4,450.

against \$700.-! There are other offsets and counter-claims, but never mind.

Mr. Mathon's mind must be somewhat out of balance, to attempt our expulsion on the pretext stated. This is now the third case he opens, and more are apparently coming. But this is more the fault of the State Department than that of Mr.

Mr. Mathon.

I enclose the notice of expulsion.

I am, Sir, etc.,

John Metzger.

C O P Y .

COPY.

(Enclosure 4 in No. 301.)

TRANSLATION.

In the year 1896, on the 18th June, at the request of the Commune, represented by Mr. Etienne Mathon, Magistrate of the Commune, I, Decastra Fils, huissier installed, sworn and recorded at the (greffe) clerk's office of the Justice of the Peace, Northern section where in my real domicile, undersigned:

Have demanded in the name of the Republic, law and justice of Mr. John D. Metzger, foreigner, merchant domiciled outside the territory of the Republic, in speaking to him personally, to pay Messrs Thales Luly and J. J. Audain, in conformity to the judgments confirming the seizures made by them on him, the sum of seven hundred gourdes, amount of one years lease of the city land situated in this city at the quarter called the Croix des Bossales dependence of the Quai, according to the conditions as follows, inserted in the lease passed with the Commune on the 12th November 1896:

1st. During the 6 years of this lease, Mr. John D. Metzger will pay to the Commune the sum of seven hundred gourdes a year, payable in advance.

2nd. It is understood that in default of a payment in advance of one years lease, the present lease, after two years demands (sommations) made to the lessee (preneur) shall by right be considered cancelled, and the Commune re-takes possession of its property without any further formality.

Failing to obey the present demand (sommation) within eight days, this lease after a second and last demand shall be considered cancelled by right and the Commune takes back its property.

And that Mr. John D. Metzger, before qualified (designated) may not pretext ignorance, I have left with him as elsewhere related, copy of these presents, the cost of which is 75 cents.
(signed) Decastra Fils.

C O P Y .

COPY.

(Enclosure 5 in No. 301.)

LEGATION OF THE UNITED STATES,

PORT AU PRINCE, HAITI, June 18, 1898.

Mr. John D. Metzger,
Port-au-Prince,
Haiti.

Sir:-

I have read with interest your communication to me, and shall send it to my Government.

I cannot take any further steps in your matters, until I receive instructions therein, from the Honorable Secretary of State, Mr. William R. Day.

I am, Sir,

Your obedient servant,

W. F. Powell.

DEPARTMENT OF STATE,

Washington, June 16, 1898.

No. 20.

Sir:

In your note of the 3rd instant you acknowledge the receipt of my note of the 31st ultimo, by which you were informed that according to a report received from the United States Minister at Port-au-Prince, Mr. Metzger's establishment was still deprived of the supply of water which it needed; and you replied that "According to the agreement reached with the Department, I informed my Government of Mr. Metzger's grievances, and the Secretary of State for Foreign Relations recently wrote to me that the matter had been settled within twenty-four hours."

I am in receipt of a cablegram from Mr. Powell saying that Mr. Metzger has abandoned his mill on account of the Commune not furnishing water.

The Department trusts that you will kindly give this matter your prompt attention, in order that the aforesaid agreement may be promptly and faithfully carried out.

Accept, Sir, the renewed assurance of my highest consideration.

William R. Day.

Mr. J. N. Léger,

etc.. etc.. etc.

C O P Y .

No. 308. Legation of the United States,
Port-au-Prince, Haiti, June 20, 1898.

Honorable William R. Day,
Secretary of State,
Washington, D. C.

Sir:-

I enclose for the information of the Department the correspondence between the Legation and the Hon^r Secretary of Foreign Relations, Brutus St. Victor, upon the subject of water to Mr. J. D. Metzger.

I have the honor, Sir, to be

Your obedient servant,

(Signed) W. F. Powell.

Enclosures:

1. Copy of despatch No. 121, to Foreign Secretary.
2. Copy of reply, with translation.
3. Copy of letter to Mr. Metzger.

C O P Y .

COPY.

(Enclosure in No. 308.)

No. 121.

Legation of the United States.

Port-au-Prince, Haiti, May 30, 1898.

Honorable Brutus St. Victor,

Secretary of State for Foreign Affairs.

Port-au-Prince, Haiti.

Sir:-

I have your despatch of May 26, 1898, requesting copies of certain letters sent to your predecessor, which you are unable to find in the archives of your Department, concerning the right of Mr. Netsger to certain water privileges, which was at first granted and afterward denied to him, by the Communal authorities you will see from this correspondence that the Honorable Mr. Mathon errs in the statement made that there was no contract entered into. I also send to you a letter from the Hon. Solon Menos, the then Secretary of State in reference to this matter, also a copy of a letter from Mr. Netsger together with copies of contract with other papers concerning this case.

In fact, I now give to you copies of all papers that are filed in the Legation.

I can assure Mr. Minister, I will be glad when this whole matter can be finally settled. The longer it is delayed, the more complicated it gets, of all the cases that have been filed in this Legation, this has given me the most concern.

Accept, Mr. Minister, my deep personal esteem, and my high regard for your exalted and farseeing statesmanship.

I have the honor, Sir, to remain

Your obedient servant,

W. F. Powell.

Enclosures:

Enclosures:

- 1 to 3. Copies of letters to Hon. Solon Menos.
4. Copy of letter from Hon. Solon Menos.
5. Copy of letter from Mr. Metzger.
6. Copies of contract and other papers from Mr. Metzger.

C O P Y .

Translation.

Department of State for

Foreign Affairs.

Port-au-Prince, June 17, 1898.

Mr. Minister,

Before answering to the letter that you have done me the honor to write to me on the 30th May last, on the subject of the claim of Mr. Metzger against the Communal Magistrate of this City, relative to an alleged privation of water, I have been obliged to obtain new information on that affair. I send you today the copy of the letter of Mr. Mathon of date of the 15th instant which will prove to you I hope that that claim reposes on no serious foundation.

You will verify in fact, by the reading of that letter, that notwithstanding that Mr. Metzger is the debtor of the Hydraulic Service of this City for the sum of \$81, amount of 27 months subscription, to wit: \$60 for account of arrearage up to March 1897 and \$21 for terms due from November 1897 up to this date they have never stopped off the water.

You will kindly observe also, Mr. Minister, that there has never been any contract between the Commune and Mr. Metzger. On the request of ~~the latter~~, a simple estimate amounting to \$81.75, has been drawn up to establish the value of ~~the~~ work to be executed, this estimate, that you have through error taken for a contract, was not executed for the reason that Mr. Metzger has not paid the amount, notwithstanding the offer that has been made to him to compensate the value.

In

Mr. W. F. Powell,

U. S. Minister Plenipotentiary of the Republic of the
United States of America,

at Port-au-Prince.

In concluding permit me, Mr. Minister, to observe to you that Mr. Metzger would be ungracious not to recognize the spirit of conciliation with which the letter of Mr. the Communal Magistrate is impressed.

Please accept, Mr. Minister, the assurances of my high consideration.

The Secretary of State for Foreign Relations.

(Signed) B. St. Victor.

C O P Y .

Translation.

Liberty.

Equality.

Fraternity.

Republic of Haiti.

Port-au-Prince, June 15, 1898.

95th year of the Independence.

The Communal Magistrate of Port-au-Prince.

To the Secretary of State for Foreign Relations,

Mr. Secretary of State:

I have received your despatch by which you communicate that of Mr. Powell, United States Minister relative to a complaint of Mr. John D. Metzger.

I certify to you, Mr. Secretary of State, that although Mr. Metzger owes to the hydraulic service the sum of \$81, for 27 months subscription, to wit: \$60 for arrears account up to March 1897, and \$21 for terms expired, from November 1897 up to this date, never has his water been cut off.

It is possible that an obstruction of some kind has taken place in his supply pipe owing to decay or some other cause. But there has never been any complaint of that nature that has reached the office of the hydraulic service. At this moment, still, the supply on being verified has been found sufficiently filled with water to give satisfaction to Mr. Metzger.

For that concerning the contract of which the Honorable Mr. Powell speaks, a contract that have accepted and not executed, it is completely unknown to me. However I should say to you that on the 12th of November 1897, Mr. Metzger requested of me to give him a new supply for his establishment, which was agreed. I accepted even to have a one inch pipe laid for him, so as to be agreeable. An estimate drawn up the 12th November and amounting to \$81.75 was sent to Mr. Metzger who up to this has not acquitted it. I had however accepted to make a compensation of that value on a sum of \$216, due by the Commune to the claimant, which was refused, and from advice from the

Technical

Technical director of the waters of this city, it was a favor, to lay for Mr. Metzger a connection pipe of one inch instead of one of 3/4 inch, all subscribers having right only to a connection of 3/4 inch.

Such are the informations that I can furnish you on that affair, in adding that the Water Service is ready to give to Mr. Metzger not only a new supply of water, but two or three others on condition that he conforms to our regulations.

Please accept, Mr. the Secretary of State, the assurances of my entire devotion.

(Signed) Mathon.

For copy conform the Chief of Bureau,

Jan Lizaire.

C O P Y .

Enclosure No.3.

No. 308.

Legation of the United States.

Port-au-Prince, Haiti, June 20, '98

Mr. J. D. Metzger.

Port-au-Prince, Haiti.

Sir:-

Your letter of this date enclosing a letter from Mr. Mathon, the Mayor of the Commune, I have received today.

I shall transmit it with other documents in tomorrows mail to the Department.

Respectfully yours,

W. F. Powell.

Translation.

Legation of Haiti,

Washington, June 20, 1898.

No. 303.

Recd. June 22, 9:26 A.M.

Mr. Secretary of State:

I have had the honor to receive your note of the 16th instant, by which you were pleased to inform me that according to a telegram from Mr. Powell Mr. Metzger had abandoned his establishment at Port au Prince, the Commune not having furnished him water.

I hastened to call upon you on the 17th and in the interview which you kindly accorded me I took the liberty of expressing to you the surprise I had felt on receiving your communication. I added that I had ground to suspect the veracity of the assertion which doubtless by error Mr. Powell had transmitted to you; that the question of the water had been settled for some time and, moreover, that my Government had not intervened in this affair except in order to give the United States a proof of its good will, for in reality according to the statement of facts, the matter related to the execution of a contract between the Commune and Mr. Metzger; a contract the non-observance of which by one of the parties could not strictly speaking give rise to any other action than recourse to the justice of the country where the contract was concluded; that this new complaint must be the result of resentment provoked by the decision relative to the business of the licenses; and that Mr. Metzger would probably neglect no opportunity to endeavor to make the United States feel unkindly towards Haiti.

In reply you were pleased to ask me to telegraph to my Government in order to obtain information.

After quitting the Department of State I addressed to the ~~Department of~~ Foreign Affairs the following telegram:

"Powell telegraphs that Metzger has been obliged to abandon his establishment in consequence of lack of water".

I received on the 18th the following reply:

"Statement completely inexact as shown by proces-verbal, Judge of the Peace. Document will reach you by first opportunity".

I am pleased to hope that this formal denial will definitely close the incident.

I embrace, however, with pleasure this occasion to beg you to believe that my Government cannot fail to accord to Mr. Metzger as well, moreover, as to all foreigners inhabiting our territory, all desirable protection.

Be pleased to accept, Mr. Secretary of State, the assurances of my highest consideration.

J.N. LEGER.

No. 190.

DEPARTMENT OF STATE,

Washington, June 24, 1898.

William F. Powell, Esquire,

etc., etc., etc.,

Port-au-Prince.

Sir:

Referring to your telegram of the 13th instant stating that Mr. Metzger had abandoned his mill because the communal authorities had not furnished him with water, I enclose copy of a note from the Minister of Haiti at this capital denying the statement.

The Department desires an explanation of this flat contradiction in regard to a plain matter of fact.

Respectfully yours,

William R. Day.

Enclosure:

From Minister of Haiti, June 20, 1898.

No. 316.

Legation of the United States,

Port-au-Prince, Haiti, June 25, '98.

Honorable William R. Day,

Secretary of State, Washington, D.C.

Sir:

In reply to despatch No. 174 of June 9th, 1898, stating that the water supply of Mr. Metzger had been settled within 24 hours, I am going to inform the Department such is not the case. Mr. Metzger's mill is closed on account of the inadequate supply of water allowed, and the apparent disinclination to increase the supply, or to give to him what he should have according to the capacity of the pipe (3/4 in.) on his premises.

I was requested to visit his establishment to see the flow of water six weeks ago. He has two hydrants in his yard similar to those that are used in private residences in the States, on opening the spigot of one of them, the water would run for a few minutes in a very small stream, and then stop, after a little while would commence to flow again in like manner. I then went to the tank. This is the receptacle that supplies his boiler with water. This tank is 15 by 15 feet and 4 feet deep. The capacity of his boilers are for a 50 horse power engine, in this tank, there was less than 10 inches of water to run his engine that day.

I have done nothing further in this case except to correct an error that the Foreign Minister is laboring under, that Mr. Metzger had said that he had no water. Such has not been Mr. Metzger's claim, nor have I so stated to the Department, but simply that he did not have sufficient water to run his engine.

In the meanwhile the mill is closed. The American flag nailed Union down to his flag staff.

The Foreign Minister sent me a communication yesterday enclosing one from the Justice of the Peace, and from Mr. Mathon, this with my reply. I enclose also to the Department also a reply to an earlier despatch received from the Foreign Secretary which was copied and forwarded by last mail.

Mr. Metzger has refused to sign any papers, or treat with either the Communal or National authorities, stating the whole matter be placed in the hands of his Government. The Department will see that the Communal authorities stand ready to grant to him all, and more than he requested in November, which they refused him then, which if granted would have obviated all this trouble.

It is also just to say in this connection that the present supply of water is limited on account of the inadequate rains of this and last year, the city being entirely supplied and dependant upon the mountain streams, I shall do nothing further until instructed by the Department.

I have the honor, Sir, to be,

Your obedient servant,

W.F. Powell.

Enclosures:

1. Letters from Foreign Sec. enclosing letters from Justice of Peace.
2. My reply.
3. Reply to a previous letter.
4. Mr. Metzger's letter.

Translation.

Department of State
For
Foreign Relations.

Port au Prince, June 21,
1898.

Mr. Minister,

I have the honor to remit to you herewith enclosed, under title of official document, copy of the minutes drawn up the 15th instant by the Justice of the Peace of the Northern section of this city relative to the alleged deprivation of water, of which Mr. Metzger complains.

It will be easy for you to perceive from the reading of this document that contrary to the declaration of Mr. Metzger, the cocks that supplies the establishment of the latter are furnished with water.

I equally believe that I should make you to observe that Mr. Metzger who was present at the time of the verification made by the judiciary authorities refused to sign the minutes drawn up on that occasion.

I am persuaded, Mr. Minister, that after having taken cognizance of the aforesaid document, you would kindly acknowledge receipt and recognize that the new complaint of Mr. Metzger against the Communal Magistrat of this city does not repose on any foundation.

Please accept, Mr. Minister, assurances of my high consideration.

The Secretary of State for Foreign Relations,

B. St. Victor.

Liberty

Translation.

Copy.

Equality

Fraternity.

Republic of Haiti.

Extract from the Minutes of the Clerk Office of the Tribunal of Peace of the Capital, Northern Section.

To-day, fifteenth day of the month of June One Thousand Eight Hundred and Ninety-eight the 95th year of Independence at eleven o'clock in the morning.

We Paulena Jn. Jacques Justice of Peace of the Capital Northern section, assisted by the citizen Emmanuel Robin es - Clerk.

On the verbal requisition made to us by the Communal Magistrate of this City on date of this day, relative to a complaint made to the Secretary of State for Foreign Relations by the Mr. John D. Metzger through the intermediary of the Legation of the United States of America at Port-au-Prince, that declares that the supply pipe of the woodworking establishment has been cut, that which causes the suppression of the water.

We transported ourselves to the Rue du Quai, in front of the Croise des Bossales' Station where the water connection that supply the establishment of Mr. John D. Metzger takes place, and there the said Communal Magistrate caused to be dug and we verified that the pipe supplying the property of Mr. John D. Metzger is furnished with water.

Going further toward the west at the lower part of the gallery of the Station, the said Communal Magistrate again caused to be dug and we verified that at that place there was also water.

This done we transported ourselves into the interior of the establishment of Mr. John D. Metzger, where we were graciously given entrance.

In penetrating there we verified that the pipe that supplied the basin ran feebly as well as another that is in the yard.

Here Mr. John D. Metzger being informed by us that the pipe was not cut, declared to us that he had never made that declaration.

The Communal Magistrate made us verify the prolongation of the pipe done by Mr. John D. Metzger to a distance of about two hundred feet from its first position, that which we really verified.

To this he declares that he makes all reserves of right, this being a violation of the rules.

Here the Communal Magistrate begged us to say to Mr. John D. Metzger that if he has not the volume of water that he had before, it is because the pipes were in bad condition and were in need of repairs and that the hydraulic office was at his orders for that week, if he desired it, the expenses being at his charge. Mr. John D. Metzger replied that he had nothing to do with us, his affair being otherwheres (in other hands)

From all the above we the Justice of Peace, assisted as is said have given official certificate to the parties of their reciprocal declarations and have signed with the Communal Magistrate, not with Mr. John D. Metzger on account of his not being willing to do so, and signed Mathon, M. Jn. Jacques and Em. Enee Robin.

Recorded at Port au Prince, the sixteenth of June, 1898, No. 429/450, Roll 1843, of the Register A. No. 4, of Judiciary Acts. Debit.

The Director ppal. of Records
(signed) Ed. Colcon.

Vu by authorization of the Clem.
(Signed) Cyrus Saurel.

For first expedition conform
Collated.

(Signed) Em. Enee Robin.

(Enclosure 2 in No. 316.)

No. 131.

Legation of the United States,

Port au Prince, Haiti, June 22, 1898.

Honorable Brutus St. Victor,

Secretary of State for Foreign Affairs,

Port-au-Prince, Haiti.

Sir:

I have your favor of yesterday enclosing a copy from the Honorable Judge of the Peace of this community. I have read the same over very carefully. The Communal authority are mistaken, Mr. Metzger in his communication to me has never said he had no water, but that he did not have sufficient water to conduct his business, that he had applied for more water, was willing to pay for it, had bought the pipes for the same, had signed the agreement that was sent him to pay for this work, the trenches for the pipes were partly dug, and then suddenly stopped by some one. All this was done before Mr. Metzger communicated with me, as you will find from a despatch forwarded to your predecessor, the Honorable Solon Menos. You are also aware at the time of the great fire, it was at this mill the fire was arrested, there was more water then than there is now, yet on that occasion he had to supply his boilers with salt water, by this means his mill was saved and acres of adjoining property.

I have seen the water supply of Mr. Metzger's mill, having been called there to look at it, and can say with the Honorable Judge that there was water, but in such a small stream that it took 15 minutes to fill a pint bottle. I went from the hydrant to the tank that supplied the boiler and found there was less than 10 inches of water, this was the amount to run his engine for 10 hours. I took the dimensions of the tank and found it was 15 by 15 feet, 4 feet in depth. The diameter of the present pipe is $3/4$ inch, if he received the full capacity of this pipe he would

be able to in part conduct his business, and not be compelled to close. If he received the same amount of water his neighbors do he would not complain, but when he received less than is given to them for household purposes, he has a just right to at least be given an equal proportion, while there is no doubt from the business he conducts he requires a greater supply.

It is such enterprises Mr. Minister, as that conducted by Mr. Metzger that is to bring to Haiti that increased prosperity that you and I both wish to see. A hundred or more of such establishments of this character scattered throughout your Republic, making skilled labor from the unskilled, placing money in the hands of those of your people who are now suffering, bringing money into the coffers of your Treasury, thus bringing I trust a new and lasting era of prosperity to your Republic. I have a pardonable interest to see you succeed, to see this Island as prosperous as that of my own country, to see the golden era of prosperity not only to land upon you, but to remain ever with you, that its future shall be as exalted as that of my Government is grand and noble.

These are not only my personal feelings, but they are the feelings of that Government that I have the honor to represent here; but pardon me, Mr. Secretary, I do not propose to discuss this question, but have been led by a feeling of enthusiasm as to the bright future I trust awaits you.

Accept, Mr. Minister, my high regard and consideration.

I have the honor, Sir, to be,

Your obedient servant,

W.F. Powell.

Enclosure 3 in No. 316.

No. 128.

Legation of the United States,

Port au Prince, Haiti, June 21, 1898.

Honorable Brutus St. Victor,

Secretary of State for Foreign Affairs,

Port au Prince, Haiti.

Sir:

I beg to acknowledge the receipt of your communication of yesterday in regard to Mr. Metzger's claim for water, enclosing copy of a letter to you from the Honorable Mr. Mathon. I trust to be able to answer your letter in a few days as soon as I can receive certain information concerning certain statements made to you by Honorable Mr. Mathon in his letter of June 13th. There is one thing certain either you have been misinformed or I have been, or possibly we both have been mislead. I think though that if the Communal authorities had expressed the desire they now state, of giving the supply of water that Mr. Metzger had asked for last November and which he was willing to pay for, even to the laying of the pipes, all of this matter would have been avoided. As you are aware, Mr. Metzger has been compelled to close his mill, at a considerable pecuniary loss. All of these matters I have referred to Washington, from whence I shall receive instructions, which I will communicate to you. I am very sorry that this matter has gone thus far, I was in hopes that this matter could have been quietly settled between us, without entailing suffering on any one.

Accept, Mr. Minister, my cordial esteem and personal regard.

I have the honor, Sir, to be

Your obedient servant,

W.F. Powell.

Enclosure 4 in No. 316.

Port au Prince, 24th June, 1898.

Hon. Wm. F. Powell,

Envoy Extraordinary and Minister Plenipoten-
tiary to Haiti,

Port au Prince.

Sir:

It gives me pleasure to reply to your communication dated 21st instant since it affords me, for the first time, since a year's contest and tribulations, to know precisely the weapons and methods employed by my opponents. The letter of Mr. Mathon, dated 15th. instant, and addressed to the Egyptian Secretary for Foreign Relations, Hon. Brutus St. Victor, of which you kindly sent me a copy, with a request for explanations, is a revelation in itself. Defense has its stratagems, but it loses all title or claim to sympathy when it resorts to foul means, or anything manifestly dishonest. I can do no better justice to Mr. Mathon's letter than refute it sentence for sentence.

"I certify to you, Mr. Secretary of State, that although Mr. Metzger owes the hydraulic service the sum of \$31.- for 27 months subscription, to wit, \$69.- for arrears account up to March 1897, and \$21.- for terms expired from November 1897, up to this date never has his water been cut off."

It is possible that an obstruction of some kind has taken place in his supply pipe owing to decay or some other cause . . . "

In the first place, I only acquired the property with its water tax in October 1897. The former proprietor, Mr. Darius Jean Bernard, paid his taxes in full, through my firm, up to August 31st. 1897 as per receipt in the appendix marked No. 1. My firm then paid, on November 10th. in full for September and October 1897. From that time, further payments were stopped by judiciary injunctions.

Please notice that our receipt (see Appendix No.2) is signed by Mr. Mathon himself. It follows that my firm owes no water-taxes whatever. What is Mr. Mathon's aim in trying to fasten a debt of 27 months arrears to my name, at the cost of such a gross, barefaced lie? These tactics must have found success in Washington already, but they only hold good as long as they are concealed. Mr. Mathon's statement was evidently not intended to reach me.

As to our water, Mr. Mathon has never "cut it off" in the proper sense of the word, nor have we ever meant to imply it in the strict sense of this term. He deprived us of water that was due us, and that can be expressed in English by "cutting of supplies". But Mr. Mathon will presently have better things to do than splitting hairs.

It is not only "possible" that our supply-pipe is obstructed, but it is quite sure, the same being avowedly old, decayed and leaky and has only 3/4 inch diameter at that.

" But there has never been any complaint of that nature that has reached the office of the hydraulic service".

This assertion is flabily contradicted by the fact that we applied for a new connection and entered upon a contract with the hydraulic ~~service~~ for a new and independent supply, as will be shown a little later on. If the old pipe was good enough and not obstructed and faulty, why should we go to the expense of getting a new connection? This assertion of Mr. Mathon is as void of common sense as it is void of truth.

"At this moment still the supply on being verified has been found sufficiently filled with water to give satisfaction to Mr. Metzger".

It is true that a few days ago a party, composed principally of the same people who ransacked my establishment

a year ago, made irruption in my yard to examine the water pipe. They requested me to be a witness to the operation, which I declined. Finding the faucet closed, the discharge pipe, some 300-400 long, naturally emptied a fair amount of water (which it had gathered during its rest) on being opened, only to dwindle down to its natural flow, a little later, as soon as emptied. Nevertheless the worthy "experts" suggested to me that there must be some "obstruction" outside of our premises and Mr. Mathon timidly implied that he would remove it, if we would pay for it. I replied that I had nothing to do with them. Next, they wanted to know whether I would sign their "proces-verbal" with them. Certainly not, was the answer.

Not waiting, of course, for the natural flow of the pipe to be re-established, the honorable "experts" put down in their report that there was water enough "to give satisfaction to Mr. Metzger". Why is it that a commission of Civil Engineers was not appointed to make the examination, if such an examination was at all in place, which it is not? Because the truth was not wanted.

If it is remembered that we have only one 3/4 inch diameter pipe, obstructed at that, to supply from 60-100 people daily with water for drinking and cooking, and feed a fifty horse-power boiler day and night; when it is notorious that our water supply has constantly been insufficient, and obvious that it could not be otherwise, when we have often lacked water entirely, then the affirmation "satisfactory to Mr. Metzger" made by interested parties must appear as cynical as it is certainly idiotic.

However, all this is of minor importance; the real point is now coming in the following:

"As for that concerning the contract of which the Honorable Mr. Powell speaks, a contract that I have accepted

and not executed, it is completely unknown to me. However, I should say that on the 12th of November 1897, Mr. Metzger requested me to give him a new supply for his establishment, which was agreed. I accepted even to have a one inch pipe laid for him so as to be agreeable. As estimate drawn up the 12th. November and amounting to \$81.75, was sent to Mr. Metzger, who up to this has not acquitted it. I had, however, accepted to make a compensation of that value on a sum of \$218.- due by the Commune to the claimant, which was refused".

That is admitting a great deal, although it comes very late ! Prior to May 31st. 1898 Mr. Mathon never admitted such damaging things as all that ! A little document, that I sent to the United States Legation and which Mr. Mathon apparently did not suppose to be in my possession, suddenly help his memory wonderfully. Other important facts, however, though fatally inseparable from those above admitted, Mr. Mathon cannot remember. His memory fails him utterly in regard thereto, and his narration becomes incoherent and disconnected. I shall endeavor to help him completing his own evidence, for it needs completion. Here it is:

The estimate was accepted, and a bond for \$81.75 written across the said estimate, was given the hydraulic bureau. The one inch pipes were then procured and laid out in line on the street. A letter was written the hydraulic office that according to verbal agreement, which we confirmed, the pipe would only be allowed to run during the night. (See Appendix No. 3.)

This completing all the carefully made arrangements the hydrant one block above our factory, was accordingly laid bare by the hydraulic service, to make the new connection.

So far Mr. Mathon and I got along very nicely; never has a chain of evidence been more completely and solidly established between two foes. But the best of foes

must part, and our point of division is the following:

Mr. Mathon claims that I refused the compensation of \$81.75 against \$218.- which the city owed me already; in other words I that preferred to go without water than have the city owe me \$81.75 less than it did before.

I am afraid this is an illusion on the part of Mr. Mathon, but let me first get in my version of the rupture: Mr. Mathon interfered in the execution of the contract entered into with the water service, in declaring that unless we paid our licenses, taxes, etc., he would only allow a 1/2 inch pipe to be laid. The licenses, etc., we could not pay because they were then, and are still now, seized by order of the Court. The undue and arbitrary interference of Mr. Mathon in the matter, constituted, therefore, very clearly a denial of sufficient water and a breach of contract. From that moment I withdrew my firms bond for \$81.75, removed the pipes from the street and filed a complaint at the Legation of the United States. From that moment, too, I ceased to have any direct relations with the hydraulic service or Mr. Mathon on the water question; it had become a diplomatic affair and as such must follow its course. Henceforth I could not have accepted any water from any party except the United States Legation. None has ever been tendered me except the other day by Mr. Mathon's singular "experts", of which he seemed to be the leader. The rest of Mr. Mathon's letter contains nothing but a few irrelevant, incoherent phrases, without importance except one that is worthy of attention: "The water service is ready to give Mr Metzger not only a new supply of water, but two or three others".

This proves conclusively that it can be easily done, all of which I knew already. Why was it not done in November last ?

All that remains now to be examined is Mr. Mathon's

version how the contract was broken up by me, and whether there existed a contract at all.

The first proposition demands that I make some reflections on the Commune's credit:

The Commune or City Government of Port-au-Prince is an irresponsible body, utterly discredited, contracting debts by hook and by crook, repudiating them if possible and fairly smothered under a heap of law suits, seizures, injunctions and the like. The \$218.- which Mr. Mathon admits owing me, I was obliged to sue for; expenses and principal have reached about \$300.- now and I must advance all costs and abandon 20% to the lawyer. It may take years to collect it before enough taxpayers are willing to acknowledge that they owe the city, and accept to be garnished, as the City always tries to prevent such seizures by discounting the amounts to become due or by making an underhand deal with the taxpayer. In this way the creditor is almost invariably fooled. And this Mr. Mathon has the impudence to assert that I have preferred to throw up all arrangements for the urgently needed water rather than accept a part-payment of \$81.75 from that rotten, vile, rampant concern called the Commune (?) :

The correctness of my version of the question can be verified by examining the principal witness in the affair, Mr. C.H. Werner, my junior partner, who is in New York City, 15 Whitehall Street, rooms 21-25. He will go to Washington and hold himself to the disposal of the Department, if required. Affidavits can be had from here, also, if the Department should declare itself non-satisfied with the evidence presented in this letter.

Now to the "contract" : was there a contract?

There is the rub, for it settles the whole water question then and there as to the responsibilities incurred from beginning till end. Mr. Mathon says such thing as a

contract is "completely unknown" to him.

My reply is: There is a contract; most decidedly there is a contract. What is a contract, after all? It is a written or verbal agreement among two or more persons to perform certain things for a consideration. In our case the paper termed "devis" (estimate) was presented. It called for \$61.75 that we should pay for laying 319 feet of pipe. Up till then, it was no contract, but only an "estimate", that my firm could refuse or accept. But as soon as we endorsed it; "Approved. Good for the sum of 81.75 signed our name thereto, and handed it to the hydraulic Office, who, in turn, kept it, then it became a contract to all intents and purposes and was binding on both contracting parties. This is, moreover, the usual form in which the Water-Office contracts business with its clients.

Mr. Mathon admits in addition that he accepted to compensate the \$61.75 against \$218.- he already had in hand for the firm. In so doing he settles the point himself that he was paid for fulfilling his part of the agreement. We had accomplished ours, thus lending the contract additional force, in fact our part was complete, we could have done no more.

How about Mr. Mathon's part of the contract ? Where is the water? It was not necessary that the estimate after its unusual acceptance, be marked; "this is a contract" no more than Mr. Mathon needs carry a sign; "I am a magistrate". The proposition is too simple as to admit of discussion and I hope my explanations will help a speedy adjustment of this lamentable affair.

I have the honor to be, Sir,
Your obedient servant,
John D. Metzger.

No. 1.

Copy.

Translation.

City of Port au Prince. (No. 8.)

Service of the Distribution of Water.

Port au Prince, 27 Aug. 1897.

Received from Mr. John D. Metzger the sum of
Fifteen Gourdes for five months of his subscription to Water
(water tax) at \$3.- per month up to the 31st August 1897.
for the house -----

\$15.-

For the Director of Service,

(Signed) Emile Elie.

The Treasurer:
For Account Darius Jn. Bernard. (Signed)
C. Gracey.

No. 2

City of Port au Prince

Translation.

No. 28.

Service of Distribution of Water.

Port au Prince, 10 Nov. 1897.

Received from Mr. Metzger the sum of Eight Gourdes
for two months of his subscription to water at \$4.- per
month up to the 31st October 1897.

\$8.-

For the house situated Rue du Quai.

The Received:

(Signed) Mathon.

C. Stacco.

Translation

City of Port au Prince,

Service of Distribution of Water.

Estimate of works to be executed at the property of
Mr. Metzger, Rue du Quai, works of ditches 319 feet pipe,
to be furnished by him and laid by us

at 25 cts.

\$ 79.75

1 Connection and Lockout
Total

2.-

\$ 81.75

Made the 12th November 1897.

For the Chef de Bureau:

No. 4.

(Signed) Ulysse.

Approved:

Good for Eighty-one 75/100 Gourdes
Port au Prince, 12th November 1897.

(Signed) John D. Metzger & Co.

Translation.

To the Director of the Hydraulic Service.
City.

Sir:

For the sake of regularity and in conformity with your conventions with our M. G.H. Werner, concerning the laying of a pipe, destinated for a new supply of water, for our yards and workshops, we herewith confirm that said pipe shall have a diameter of one inch and that its water shall only be allowed to run during the night.

Accept, Sir, our distinguished
salutations.

(Signed) John D. Metzger & Co.

DEPARTMENT OF STATE,

Washington, July 1, 1898.

No. 200.

William F. Powell, Esquire,
etc., etc., etc.,
Port-au-Prince.

Sir:

I have to acknowledge the receipt of your despatches Nos. 301 of the 15th, and 307 and 308 of the 20th ultimo in regard to the case of Mr. Metzger.

In reply I have to say that he appears to be laboring under the erroneous impression that this Department has changed its policy with regard to his claim for indemnity for the unlawful seizure and sale of his goods.

In instructions to you, No. 19, September 15, 1897; No. 68, December 6, 1897; No. 143, May 3, 1898; No. 175, June 9, 1898, the policy of this Government was stated and has at all times been consistently adhered to, that the remedy by way of diplomatic intervention could not be invoked unless there is no remedy before the ordinary tribunals, or unless, such remedy existing, it has been exhausted and resulted in a denial of justice. This is a settled principle of international law, ^{observed} by all civilized countries, in international relations; and when that has been tried in good faith by Mr. Metzger, and not until then, can this Government press his claim through diplomatic channels.

You were in error in your letter to Mr. Metzger, dated June 8, 1898 (enclosure 1 in No. 301) in stating that you were directed that Mr. Metzger must prosecute his claims against the Government or Commune in the courts of Haiti.

This Department did not name the party or parties defendant to any suit or suits which Mr. Metzger might bring. That is a question for him and his counsel to determine.

In regard to the failure of the Commune to supply water to Mr. Metzger's mill, the Haitian Minister promised that that grievance should be promptly put an end to, and this Government expected that agreement to be faithfully performed.

You may inform Mr. Metzger of the nature and contents of your despatches and of their enclosures, except that you will not communicate to him the names of the signers of the protest enclosed in No. 307; but you will inform him that if he persists in the unpatriotic indignity shown by him to the American flag, this Government may conclude to treat it as an abandonment of all right on his part to claim its protection.

Respectfully yours,

WILLIAM R. DAY.

(Translation)

Haitian Legation, Deer Park, Md., July 1, 1898.

Mr. Secretary of State:

As a supplement to my note of the 20th June last, No. 303, in which I took the liberty to submit to you the reply which I had received from the Secretary of State for Foreign Relations with regard to the alleged deprivation of water complained of by Mr. Metzger, I have the honor to enclose copies of a proces-verbal of the Justice of the Peace (Juge de Paix) of Port-au-Prince and of a letter from Mr. Saint-Victor to Mr. Powell, dated June 17.

Mr. Metzger refused to sign the document drawn up by the Justice of the Peace, in order, no doubt, to reserve the right to dispute its statements, if necessary. It appears, however, from that document that the pipes which supply him with water, were not cut, as had been cabled to you; that nothing but the bad condition of the conduits prevents him from having as much water as he wants; and that it depends on Mr. Metzger alone to have those conduits repaired. But the execution of the work will involve expense, and Mr. Metzger thinks it preferable to obtain an indemnity for imaginary wrongs.

Allow me to call your attention particularly, Mr. Secretary of State, to Mr. Saint Victor's letter of June 17. You will not fail to see that Mr. Metzger is far from fulfilling his obligations. He fails to pay the amount of his assessment regularly. Although he owes the Hydraulic Service a comparatively large sum, it has not cut off his water, and has thus given abundant proofs of its conciliatory spirit. This forbearance is in strong contrast with the attitude of Mr. Metzger, who, in order to make a stronger case, did not hesitate to deviate from the truth by asserting in the face of the evidence that the refusal

to furnish him with water had compelled him to abandon his establishment. A procedure of such doubtful integrity is certainly not calculated to inspire confidence in the person having recourse to it.

I cannot thank you too warmly for the equitable manner in which the Department of State has examined and settled this water question; and, although the incident may be regarded as closed by my note of June 20, I take pleasure in conveying to you this new information, which proves the solicitude of my Government, which cannot be held responsible for the dispute existing between the Hydraulic Service and Mr. Metzger, to avoid everything that might be detrimental to the good relations which it maintains with the United States.

Accept, etc.,

J.N. Leger.

Translation.

Office of the Secretary of State for
Foreign Relations,

Port au Prince, June 17, 1898.

Mr. Minister:

Before replying to the letter which you did me the honor to write to me on the 30th May last, concerning Mr. Metzger's claim against the Communal Magistrate of this city, with regard to an alleged deprivation of water, I had to procure new information on the subject. I now send you a copy of M. Mathon's letter of the 15th inst., which I trust will prove to you that that claim has no solid basis.

Upon reading that letter, you will see that, although Mr. Metzger is in debt to the Hydraulic service of the city to the amount of \$81. for 27 months' dues, being \$60 for arrears since March, 1897 and \$21. for dues from November, 1897, to date, his water has never been cut off.

You will likewise observe, Mr. Minister, that there has never been any contract between the Municipality (Commune) and Mr. Metzger. At the request of the latter, a simple estimate, amounting to \$81.75, was drawn up to settle the cost of the work to be done, and the estimate, which you mistook for a contract, was never carried into execution, because Mr. Metzger did not pay the amount of it, in spite of the offer made him to refund it to him.

Permit me to remark, in closing, Mr. Minister, that it would be very ungracious in Mr. Metzger not to recognize the conciliatory spirit displayed in the letter of the Communal Magistrate.

Accept, etc.,

B. Saint-Victor.

Secretary of State
for Foreign Relations,

A true Copy.

J.N. Leger.

(Translation.)

Liberty.

Equality

Fraternity.

Republic of Hayti.

Extract from the minutes of the Clerk of the Court of Peace
of the Capital, Northern Section.

This day, June 15, 1898, 95th year of independence, 11 a.m.

We, Jear-Jacques Pauloma, Justice of the Peace of the
capital, Northern Section, assisted by Citizen Emmanuel
Robin, Clerk.

Upon the oral requisition made upon us by the Commu-
nal Magistrate of this city, this day, with regard to a claim
presented to the Secretary of State for Foreign Relations by
Mr. John D. Metzger, through the United States Legation at
Port-au-Prince, who (Mr. Metzger) asserts that the pipe which
supplies his cabinet-ware establishment has been cut, and
that the water has thereby been cut off;

Proceeded to the street of the Quay, opposite the
post of the Croix-des-Bossales, where the reservoir of the
water which supplies Mr. John D. Metzger's establishment, is
placed, and the said Communal Magistrate caused an excava-
tion to be made there, and we ascertained that the pipe
which supplies Mr. John D. Metzger's property, is supplied
with water.

Going farther to the West, at the foot of the
gallery of the post, the said Communal Magistrate caused
another excavation to be made, and we ascertained that
there was water there too.

This having been done, we proceeded to the interior
of Mr. John D. Metzger's establishment, to which he gracious-
ly admitted us.

Upon our entrance, we ascertained that the pipe
which supplies the basin and another pipe in the court, were
running slowly.

At this point, Mr. John D. Metzger, having been informed by us that the pipe was not cut, stated to us that he had never made that assertion.

The Communal Magistrate made us examine the prolongation of the pipe, made by Mr. John D. Metzger to a distance of about two hundred feet from its original position, which fact we, accordingly ascertained.

Whereupon, he declares that he reserves all his legal rights, this being a violation of the regulations.

At this point, the Communal Magistrate requested us to tell Mr. John D. Metzger that, if he has not the same volume of water that he had before, it is because his pipes are in a bad condition and need repairs, and that the Hydraulic Bureau places itself at his disposal to do this work, if he wishes it, at his expense. To this statement, Mr. John D. Metzger replied that he had nothing to do with us, as he had others to look to.

Of all the foregoing, we, the said Justice of the Peace, assisted as above stated, have given a minute to the parties of their respective declarations, and have signed with the Communal Magistrate, but not with Mr. John D. Metzger, on account of his refusal.-- Matton. -- P.Jn.Jacques Em. Ence Robin.

The Chief Clerk of the Records signed .-

Ed. Coicau.

By order of the Comptroller.--o Cyrus Saurel.

A true copy.-- Em. Ence Robin.

L.S.

A true copy.- J.N. Leger.

DEPARTMENT OF STATE,
Washington, July 7, 1898.

No. 23.

Sir:

I have the honor to acknowledge the receipt of your note of the 1st instant, in which you enclose copy of an instruction addressed to you by the Haitian Minister of Foreign Affairs, transmitting a report from a Justice of the Peace stating that Mr. Metzger's water supply has not been cut off, and pointing out the conciliatory attitude adopted by the authorities towards him.

Accept, Sir, the renewed assurance of my highest consideration.

William R. Day.

Mr. J.N. Léger.

etc., etc., etc.

No. 203.

DEPARTMENT OF STATE,

Washington, July 8, 1898.

W. F. Powell, Esquire,

etc., etc., etc.,

Port-au-Prince.

Sir:

I have to acknowledge the receipt of your despatch No. 316 of the 25 ultimo in further reference to Mr. Metzger's claim that he has been unable to obtain an adequate supply of water to furnish power for his mill; and also of your No. 317, of the same date, with which you enclose copies of correspondence exchanged between Mr. Metzger and yourself in regard to his placing of the flag on his estate union down.

The grievances of Mr. Metzger over the water supply, as all his complaints, have been most carefully considered with the desire to secure to him justice in consonance with proper diplomatic procedure. Unfortunately an issue of fact was made between him and the Haitian Government and the Department regrets that while it awaits a report from you on this disputed fact, Mr. Metzger should show disrespect to his country's flag. Doubtless his patience was tried to some extent- if his grievance was well founded- at the inevitable deliberation of diplomatic methods but the ill temper he displays affords ground for doubt whether his intemperate conduct may not have brought on his difficulties. At any rate his unwarranted action vindicates the caution of the Department in dealing with the case until the facts are established.

Respectfully yours,

William R. Day.

C O P Y .

No. 344.

Legation of the United States,

Port-au-Prince, Haiti, July 11, 1898.

Honorable William R. Day,

Secretary of State.

Washington, D. C.

Sir:-

I respectfully enclose copy of letter to Mr. Metzger
in accordance with instructions conveyed in despatch No.
200 of July 1, 1898.

I am, Sir,

Your obedient servant,

(Signed) W. F. Powell.

Enclosure:

Copy of letter to Mr. Metzger.

C O P Y .

COPY.

(Enclosure 1 in No. 344.)

No. 127. Legation of the United States.

Port-au-Prince, Haiti, July 11, 1898.

Mr. John D. Metzger,
Port-au-Prince,
Haiti.

Sir:

I am instructed by the Department of State, Washington, Hon. W. R. Day, to inform you in regard to your claim against the Haitian Government for unlawful entrance, etc., and in exhausting your claim for redress before the Tribunal of Haiti, the Department declines to designate the defendant or defendants this being a matter to be determined by yourself and your counsel.

In regard to the failure to supply water to your mill, the Department has been promised by the Haitian Minister that that grievance should be promptly put an end to, and the Department expects that agreement to be faithfully performed.

In regard to the unsightly condition of the American flag upon your flagstaff, the Department states, if you persist in the unpatriotic indignity shown by you to the American flag, your Government will conclude to treat it as an abandonment of all rights on your part to claim its protection.

I am, Sir,

Respectfully yours,

(Signed) W. F. Powell.

Legation of the United States,

Port au Prince, Haiti, July 13, 1898.

Honorable William R. Day,

Secretary of State, Washington, D.C.

Sir:

I herein enclose copy of papers received from Mr. Metzger in reference to a claim for furnishing lumber to rebuild a section of the City of Jacmel destroyed by fire two years ago. I mentioned this matter in a previous despatch. I briefly state the facts as given me, the enclosed papers will supply fuller information.

It seems that after the City of Jacmel had been partially destroyed by fire, the two Chambers donated towards rebuilding the destroyed part of the City, the sum of \$20,000, to be expended in lumber etc. The City of Jacmel entered into a contract or agreement with Mr. J.D. Metzger & Co. to supply this lumber, this agreement or contract was endured by the Government, this lumber to be paid for when delivered. When it arrived the money donated had been used by the Government for other purposes. They desired that he should deliver the lumber, taking part payment and giving them credit, to be paid at some future time for the rent, this he refused to accept, requesting according to agreement made that cash be paid for his goods. The lumber in the meanwhile remaining at Jacmel, a large part of which was destroyed by the wood-eating insects, and the effects of the weather.

Finding he was not going to be paid, he moved what was left to Port-au-Prince, was compelled to pay duties on the importation by the Government, and sold the remainder at a considerable loss. He asked the Government to reimburse him for this loss. They refused. He then offered to refer the whole matter to arbitration, naming as arbitrator the Dean of the Civic Court. This the Council of Secretaries

have refused to accept, in fact stating they owed nothing on this contract.

The matter has been turned over to the Legation for it to use its good offices with the Haitian Government for its payment. Before I do so I want to be right in this matter. I desire to be instructed by the Department on the following:

1st. Is this a case in which "good offices" can be tendered ?

2nd. If refused what should be my next course ?

I have not held any communication in regard to this claim with this Government and shall not until I hear from the Department.

Your obedient servant,

W.F. Powell,

Enclosure:

1 Copy of letters from Mr. Metzger.

(Enclosure 1 in No. 352.)

Port au Prince,

15th July, 1898.

Hon. W.F. Powell,

Envoy Extraordinary and Minister Plenipotentiary to Hayti,
Port-au-Prince.

Sir:

We have the honor to submit to you a claim against the Government of Hayti the substance of which claim is fully resumed in the herewith annexed letter dated July 2nd, and addressed to the Haytien Secretary of State of the Interior, Mr. Tancrede Auguste.

This case offers more than ordinary interest. It is a streak of flashlight thrown on a painful and hideous situation. The manifest lack of a proper sense of honor, dignity, justice and responsibility, in a government can only reflect upon the institutions of which it should be the jealous and zealous guardian. What must we think of a Government that stoops down to the spoliation of relief funds of the poor and homeless, and, in the same stroke, to the fraudulent appropriation of a deposit belonging to others, victimized through such acts, and then refuses to give the slightest satisfaction ! !

We shall not dwell on the merits of the claim; the documents that accompany it speak for themselves. We have long hesitated to submit it to the Legation, knowing, at our cost, what the misconceived notions of our State Department in Washington about Haytien justice are. It is only after we had proposed arbitration of the case by a Haytien judge and the rejection of this extremely conciliatory proposition, that we made up our mind to bring this matter to an issue, at all hazards. Hence this appeal.

What we want to recover is the difference between the cost of the \$20,000.- Gourdes of materials which we ordered for the Government, and their net proceeds (what they

brought). We have established that difference in a statement that we enclose herewith, showing a balance of Gold \$12,033.81 in our favor. This statement is correct to our best knowledge and belief, and we trust this money will be refunded promptly, as we need it.

Please notice that we have only charged the ordinary rate of interest at 6% whereas the Government of Hayti pays from 18 to 30% and sometimes higher. The consequence is that the Government is never in a hurry to pay anything that only costs them legal interest. But in our case the abuse has gone on long enough, and ought to be checked.

We are, Sir,

Yours very respectfully,

John D. Metzger & Co.

JOHN D. METZGER

COPY

Gustav H. Werner

Port au Prince, Le 189-

Folio

THE GOVERNMENT OF HAYTI
Doit A John D. Metzger & Co.
Importateurs de Materiaux de Construc-
tion.

Our contract for 571,429 feet
of lumber at \$35.- Gourdes \$20,000.

First cost of Lumber:

Yellow Pine in Mobile	\$ 11.-	gold
White Pine in New York	<u>28.50</u>	"
	28.50	"
Average per 1000 feet	\$ 14.25	"
Freight (per steamer)	9.-	"
Commissions and Marine Insurance 5%	<u>1.16</u>	"
First cost on board in Jacmel	24.41	"
571,429 feet at \$24.41	Gold	\$13,948.58

Landing, Lighterage, Storage
and Tonnage - dues in Jacmel

\$5.- Gourdes per 1000 feet Gourdes \$ 2857.15

Exchange 35% (100 - 135) Gold \$ 2,116.40

Total first cost of 571,429 feet and stored \$16,064.98

NET PROCEEDS:

Highest rates obtained per 1000 ft.	\$ 50.-
Lowest " " " " "	<u>18.-</u>
	\$ 68.-

Average rate per 1000 feet \$ 34.-

571,429 feet at \$34.- Gourdes \$ 19,428.58

At an average rate of exchange
of 120% ruling between December 1896
and July 1898 (\$100.- gold - \$220.-) Gold

\$ 8,831.17

First cost, stored Gold \$16,064.98

Fire Insurance on \$16,000.-

for 2 years at 5% a year " 1,600.-

Administration Expenses (salaries, rents,
etc., for about 2 years) estimated on

lumber business to be 20% on \$16,000.- Gold 3,200

Total cost July 1898 \$20,864.98

Net Proceeds 8,831.17

Our claim Gold \$12,033.81

fordifference, or loss

E. & O. E.

Port-au-Prince, 15th July 1898.

John D. Metzger & Co.

Port au Prince, 6th October 1897.

Mr. Luxembourg Cauvin,

Secretary of State of the Interior,

Port-au-Prince, Haiti

Mr. Secretary of State:

We have the honor to accredit Mr. Barnave Craft, partner of our Jacmel firm, near you, that he may confer with you on the subject of the \$20,000.- Courdes of lumber that we were to furnish to the City of Jacmel for account of the Government, and in which affair the Government made default when it came to the payment. Being desirous of bringing this case to a settlement, we shall thank you to let us know what the Government's intentions are in regard thereto.

Accept, Mr. Minister, our respectful salutations.

(Signed) John D. Metzger.

Liberty
COPY
Equality
Republic of Haiti.

Fraternity.

Section
General Corresp.
No. 700.

Port au Prince, 13th Nov. 1897.

THE SECRETARY OF STATE OF THE INTERIOR.

To Messrs. John D. Metzger & Co.,

Port au Prince.

Gentlemen:

I have before me your letter of the 6th of last month, by which you accredit near me Mr. Barnave Craft, partner of your house of Jacmel, to entertain me on an affair of \$30,000.- for materials that you were to deliver to the City of Jacmel, for account of the Government.

To enable me to examine your case, please furnish me with the documents proving that you have delivered, for account of the Government, the \$30,000. worth of materials.

I am, gentlemen,

Yours, etc.,

(Signed) F.L. Cauvin.

OBSERVATION: Minister Cauvin answers 37 days after receipt of our letter and irrelevantly withal. He confounds \$30,000. with \$20,000 and asks proof for deliveries made, when no question of delivery has been raised. This is a fair sample of the tactics employed to shift responsibilities incurred on the successor, by gaining time. Inertness, sluggishness are the most favorite means of defense in this country, and this well known method is termed "force d'inertie".

John D Metzger.

COPY.

To-day, Monday, November 23rd, 1896, the 93rd year of Independence,

Have been assembled, upon convocation of the Government's Delegate of the Arrondissements of Saltrou and Jacmel, under date of the 20th of this month, at the hotel of the Delegation, the citizens:

1st. D. Bellande,	Mayor
2nd. P. Nicolas,	Deputy
3rd. St. Paul,	Deputy
4th. S. Barrouet,	Deputy
5th. I.C. Giordany,	Military Commander
6th. E. Bellande,	Dean Civil Court
7th. A. Chamant,	Former Deputy.
8th. D. Hilaire,	Attorney at Law

All members of the Relief Committee, formed in this city for the purpose of affording aid to the victims of the fires of September 19th. and October 3rd. last, for the purpose of taking cognizance of a letter addressed to said Committee by Mr. Barnave Craft, procurator of the firm of John D. Metzger & Co., established in this city, who offers his services to the population, in case the Committee should wish to invest the \$20,000.- Gourdes, appropriated ("votees") by the Government in favor of the homeless ("sinistres") of Jacmel, in building materials.

Upon lecture of said letter, the Members of the Relief Committee have spoken, one after the other, of the importance and the advisability of the proposition of Mr. Craft, and have finally adopted the offer made to them to import from the United States, building material for him to hold at the disposition of the Relief Committee at the rate (35.-) thirty-five Gourdes per thousand and to the extent of \$20,000.- which the Government has allowed ("accordés") the population to their relief, and which building materials must be held in yard ("depot") to the disposal of said Committee.

By virtue of all that precedes, this decision shall be submitted to the sanction of the Government, praying the same to give its sanction thereto, and to arrange with the house John D. Metzger & Co. for the mode of payment.

Done in Jacmel, the day, month and year above written, and have signed:

(Signed) Charmant, St. Paul

M.P. Nicolas, D. Bellande.

I.C. Giordany, Berrouet,

E. Bellande, D. Milare, jeune,

Merisier Jeannis.

COPY.

Port au Prince, 7th December 1896.

To General Batean, fils,

Secretary of State of the Department of the Interior,
Port-auPrince.

Mr. Secretary of State,

We have the honor to inform you that we have concluded an agreement with the Relief Committee of the City of Jacmel to furnish them for \$20,000.- Gourdes of building material at thirty-five Gourdes per thousand feet.

According to the "proces-verbal", copy of which is herewith annexed, we are to obtain the Government's sanction of this transaction and have an understanding about the mode of payment.

We are ready to commence our deliveries immediately and to finish them within fifteen days from the day of the first delivery.

In soliciting an early reply as to your decision, especially so on account of a disturbance that again seizes upon exchange,

We remain, Mr. Secretary of State,

Your most obedient servants

(Signed) John D. Metzger & Co.

Copy.

Port au Prince, 4th Jany. 1897.

To the President of the Republic of Haiti,
in the Council of the Secretaries of State.

President,

Messieurs les Secretaires d'Etat:

We have concluded with the Relief Committee of Jacmel a bargain to deliver them for \$20,000.- Gourdes building material, which sum the Council of Ministers had appropriated to the victims of the fires of that city.

The Council having sanctioned the transaction above referred to, the material has been ordered, and has arrived. We wish to make delivery without delay, that we may be reimbursed for our heavy outlays and escape the perils to which these goods are exposed, they being subject to destruction by fire and exposed in every respect.

We therefore have the honor to pray you that you will please put the money in question at our disposal, so we may commence our deliveries.

Accept, President, Messieurs les Secretaires
d'Etat, our most respectful salutations.

(Signed) John D. Metzger & Co.

Copy.

Department of State
of Finances and Commerce.

PORT AU PRINCE, 13th Jan. '97.

My dear Mr Metzger:

I have received your letter to which I have hardly time to answer leaving as I do for Cape Haitien by the French boat, to return in about 8 days.

As I already told you, the Council of Ministers has authorized me to try and see whether I could find \$5000. for you. It would be impossible for me to pay you \$10,000. as I do not even seemmy way clear to pay half that amount.

I regret, believe me, that your embarrassments coincide with those of the State, so much so that with my best will I cannot be agreeable to you.

Please be assured of my personal best sentiments towards you.

Your devoted

(Signed) A. Firmin.

Copy.

Jacmel, 6th February, 1897.

THE RELIEF COMMITTEE OF THIS CITY.

To
Messrs. John D. Metzger & Co.,

Merchants,
City.

Dear Sirs:

We hasten to reply to your letter of the 5th instant, by which you inform us that you have just received instructions to make to the Relief Committee of Jacmel immediate delivery of building material to the extent of \$5000.- Gourdes.

The Committee, by reason of the urgency of your despatch, has met Saturday, and decided only to receive the said building material when officially advised to that effect by the Government. And at the same time it desires to know whether the \$20,000.- of material are to be delivered in four installments.

Accept, Dear Sirs, our affectionate salutations,

(Signed) Hilaire, jeune,

The Justice of the Peace, O. Tellisfort

M.P. Nicolas

St. Paul

Deputy

Deputy

E. Bellande

Berrouet

E. Bellande,

Merisier Jeannis

Copy.

Port au Prince,

10th Feby. 1897.

To the

Secretary of State of Finance and Commerce,

Port-au-Prince.

Mr. Secretary of State:

We announce to you with regret that our efforts (demarches) near your Colleague of the Department of the Interior have remained fruitless, he refusing to give us the letter demanded by the Relief Committee of Jacmel under the plea that there is an understanding between you and ourselves that we should deliver for \$20,000.- of material before we could collect \$5000.-

As you well know, this is a profound mistake; no affair of credit having been agreed upon between us. Our agreement was that we should deliver for \$5000.- lumber against \$5000.- cash down and that we were to enter upon arrangements for the balance.

Requesting you kindly to enter into communication with your Colleague of the Interior, and regulate the conditions taken, we are, Mr. Secretary of State,

Yours, etc.,

(Signed) John D. Metzger & Co.

OBSERVATION: No reply was made to this letter, probably on account of the ministerial crisis prevailing at that time, and which broke the Cabinet.

John D. Metzger.

Copy.

Liberty

Equality

Fraternity.

Republic of Haiti.

Section of

Gen. Corresp.
No. -1095.

PORT AU PRINCE, 30th June 1898.

THE SECRETARY OF STATE OF THE DEPARTMENT OF THE
INTERIOR,

To Messrs. John D. Metager & Co.,

Port-au-Prince.

Gentlemen:

I had the favor to receive your letter of the 6th. instant, and the copy of a minute (proces verbal) of the Relief Committee, instituted in favor of the homeless (incendies) of Jacmel, as well as those of two letters of yours addressed to the President of Haiti and the Minister of the Interior, concerning thematerials of construction which you had offered to furnish.

The Council of Ministers, to whom I had submitted these documents, has decided that your reclamation cannot be considered, you having furnished nothing to the population of Jacmel.

I salute you, Gentlemen, with a perfect
consideration.

(Signed) T. Auguste.

Copy.

PORT AU PRINCE, 2nd July 1898.

Mr. Tancrede Auguste,

Secretary of State of the Interior and the Police,
Port au Prince.

Mr. Secretary of State,

We have the favor of acknowledging receipt of your despatch of June 30th last, No. 1095, by which you inform us that the Council of Ministers has "decided" that our claim on the Government for having contracted delivery of \$20,000.- lumber with us, and broken the contract, shall not be considered.

We regret this decision, it being contrary to the most elementary (rudimentary) principles of right and justice. The Government, no more than a private person can "decide" anything pertaining to the violation of an engagement or contract to which it is a party; it cannot be judge and party simultaneously.

Our Mr. Metzger, who had the honor of an interview with you, has proposed to you to submit this case to the ^{of the} ~~arbitration~~ Dean of the Civil Court of Port au Prince. In so doing he has given you proof of a high spirit of conciliation. In rejecting this loyal proposition by a simple arbitrary decision, which we decline to accept, the Government has attained nothing more than just making out of a very simple matter, a matter at least regrettable.

We shall, once more, summarily explain the transaction at issue, in order to establish the basis for the suit or action which will result therefrom.

In the month of September-October, 1896, the City of Jacmel was destroyed by fire. The Government of Haiti voted (appropriated) the City \$20,000.- relief funds. Preferring to distribute building materials to the homeless, rather than the money, the Relief Committee of Jacmel

entered upon a contract with our firm, to furnish them with \$20,000.- worth of building material at a given price. This contract (in due form) was submitted to the Government of Hayti, guardian of the relief funds, for ratification and was accepted. The goods were then ordered, and arrived, and the Government was informed that it must take delivery of the same and pay for them.

But ~~//////~~. it then appeared that the deposit of the homeless had been otherwise disposed of.

After many vain efforts of an adjustment, we finally took into consideration the painful situation such as the Minister of Finance, Mr. Firmin, represented it to us, and accepted to make a partial delivery of \$5000. worth of lumber against payment of \$5000.-

In accordance to this agreement our firm sent instructions to its branch-house in Jacmel to inform the Relief Committee to this effect and to make the delivery. The Committee, however, refused to accept, saying that it was without any advice from the Government authorizing partial distribution. This obliged us to make new steps near the Minister of the Interior to obtain the authorization which the Committee demanded ! To our stupefaction the Minister Mr. Valerius Douyon, then declared that we must make delivery of all the lumber contracted for (20,000.-) after which he would pay us \$5000.- on account.

In order to fully realize the enormity of this exaction, it is necessary to state that the financial and commercial crisis, or panic, which has ever since been devastating this country, announced at that time already its approach. The signatures of the Government's Ministers and the obligations of the State went a begging at 60, 70 and 80% discount. Exchange went up steadily. We had contracted at the basis of a deposit of \$20,000.- now suddenly to face

the imposed condition, namely to give our goods to the Government on credit, to the extent of three quarters of the order. This meant an alternative of either losing our money almost in total, or to take our chances with a population reduced to profound misery, and unable to understand, moreover, why it should buy lumber for which the Government held the deposit !

We have never been able to convince these poor people entirely that really the Government had not paid us the \$20,000.- nor any part thereof.

Incensed at this treatment, we discontinued our efforts near the Minister of the Interior, contenting ourselves with bringing our reclamation to the notice of each new titular, (of which there have been four in number), in order to hold intact our rights. A prolonged ministerial and parliamentary crisis made, moreover, all attempts for an adjustment, useless.

Exchange continued rising, reaching as far as 200% when the deposit of \$20,000.- if surrendered in time, might have been converted at about 35%.

The population of Jacmel kept on waiting the distribution of their lumber which, by the way, they could not buy, for want of money.

Public misery grew intense with the vertiginous rise in exchange which, in turn, enhanced the cost of food. Sales of building material became therefore impossible, unless they were given at a heavy sacrifice. They had, however, to be disposed of somehow to avoid their being finally absorbed by general expenses, or by fire. They were therefore offered, at first at reduced prices, and next, at any price. A part of the lumber was transported to Port-au-Prince at the cost of \$19.- a thousand feet, and the balance of the stock sold a few days ago, at public auction, for less than one-quarter of its cost.

Such is, Mr. Secretary of State, the substance of this affair, which you know already in detail and which we reproduce here, not for your information, assuredly, but to furnish you the means of a defense that you may wish to enter near those that shall judge the case.

It now behooves to establish the responsibilities involved.

Considered at a point of view of a contracting party with us or anybody, the rights of the State are not superior to ours, nor are they more respectable. The State is not judge in its own case ("juge et partie") as it apparently pretends to be; it can therefore not properly "decide" anything which tends to despoiling us of our securities, firstly, and secondly it cannot punish us for having refused to subscribe to the spoliation. Whose fault is it if my firm "has furnished nothing to the population of Jacmel"? It is clearly the Government's fault, for having disposed of our securities. With our experience in such matters, dearly bought, we could not and we must not give our goods on credit, and for having avoided the commission of such an error, we decline by all means to be made victims to-day.

Article 925 of the Civil Code of Hayti runs as follows:

"Conventions (agreements) legally formed, stand in lieu and stead of law to those who made them (who are a party thereto).

"They cannot be revoked except by mutual consent, or for causes authorized by law.

"They must be executed (carried out) in good faith

"The conventions are binding not only as to what they express, but still to all the consequences which equity, usage or the law attaches (implies) to an obligation according to its nature".

The text is clear, and closely adapted to our subject.

It only remains for us, Mr. Secretary of State, to notify you that inasmuch as the Government has rejected our proposition of arbitration, we have carried the case before the United States Legation, praying our Minister, Mr. Wm. F. Powell, to use his good offices for an amicable settlement of our differences if he can, and in default of such adjustment, to appeal to Washington.

Accept, Mr. Minister, the assurance of our high consideration.

(Signed) John D. Metzger & Co.

No. 402.

Legation of the United States,

Port-au-Prince, Haiti, August 16, 1898.

Honorable William R. Day,

Secretary of State,

Washington, D.C.

Sir:

I enclose the correspondence that has occurred recently to add another feature of this very complicated case, I have requested that action be stayed until I can hear from the Department.

I have the honor, Sir, to be

Your obedient servant,

W.F. Powell.

Enclosure:

1. Copy of letter and other papers from For. Sec.
Brutus St. Victor.
2. Copy of Reply.
3. Copy of

(Enclosure 1 in No. 402.) Translation.

DEPARTMENT OF STATE
FOR
FOREIGN RELATIONS.

PORT AU PRINCE, August 17, 1898.

Mr. Minister:

I have the honor to transmit to you under these folds a letter that Mr. the Communal Magistrate of this city addressed to me the 13th instant as well as the documents that accompany it.

As you will perceive from the reading of the letter of Mr. Mathon, the Communal Magistrate of Port-au-Prince, desirous of avoiding all disagreement between the Communal Administration and your appealant, Mr. Metzger, prefers that I submit to you the litigation with the hope that you will arrive at settling it in bringing Mr. Metzger to execute his engagements without being constrained thereto by justice (law). The terms employed in drawing up the lease signed by Mr. Metzger are so clear and so precise that I think that it will be easy for you to make him to understand that it would be contrary to his dignity and to his interest not to conform himself to an agreement that he has accepted freely. It is for this reason that I think my duty to recommend to you the proposition that Mr. Mathon makes to me and to beg you to kindly interpose your authority in view of arriving at arranging the difference in a friendly manner. I would be equally obliged if you would kindly have returned to me the three documents herewith enclosed when they will be of no further use to you.

Please accept, Mr. Minister, the assurances of my high consideration.

The Secretary of State for Foreign Relations,
B. St. Victor.

His Excellency

Mr. W.F. Powell,
Envoy Extraordinary and Minister Plenipotentiary
of the Republic of the United States of America at
Port-au-Prince.

Translation.

Liberty

Equality

Fraternity

Republic of Haiti.

No. 1976.

Port au Prince, August 13, 1898.

95th Year of the Independence.

The Communal Magistrate of Port au Prince

To the Secretary of State of the Department for Foreign
Affairs.

Mr. Secretary of State:

I have the honor to expose to you that Mr. J. D. Metzger who leased me in 1896 at the price of seven hundred gourdes per annum a vast piece of land of the Commune situated on the sea-shore refuses since some time to pay the rents.

The Communal administration having exhausted all amicable means to obtain satisfaction, has well taken the decision to ask of the law to cancel the lease of this lessee and to replace in possession of its property. But before executing this decision, and on account of the difficulties that it has had with Mr Metzger, it thinks it should submit this affair to you; it sends to you under this cover a memorandum relative thereto, accompanied by a copy of the lease in question and begs you to kindly obtain the mediation of the Legation of the United States of America, that this contributor conforms himself to the clauses of the agreement that he has freely passed with the Commune and that he acquits the amount of his lease.

Please accept, Mr. Secretary of State, my respectful salutations.

Mathon.

Translation.

Liberty

Equality

Fraternity.

THE COMMUNAL MAGISTRATE OF PORT AU PRINCE
Memorandum.

The affair of the Lease of ground between the
Commune of Port au Prince and Mr. J.D. Metzger.

The 12th of November 1896, the Commune gave a
lease to Mr. J.D. Metzger, a vast piece of land situated
at Port au Prince, on the seashore for the price of seven
hundred gourdes per annum, payable in advance each year
(Art. 3 of Lease).

It was stipulated (Art 4.) that in default of the
payment in advance of one year, the lease, after two sum-
mons remained cancelled and the Commune ~~took~~ took its land
(See the Lease). Messrs. Luly and Audain, creditors of
the Commune, having made a seizure in the hands of Mr.
Metzger, the latter did not pay, in November 1897, the
700 gourdes of the second year November 1897 to November
1898. That was perfectly regular.

But the courts deciding on the case of the seizure
of Messrs. Luly and Audain, have validated it, the Commune
accepting from that time to acquit itself towards its cred-
itors, Mr. Metzger had only to pay over the value that he
owed. Now, to this he has obstinately refused, two summons
have been made to him to pay into the hands of Messrs. Luly
and Audain, they have remained fruitless.

Mr. Metzger has he opposed any motive whatsoever
to justify his refusal ? Not at all.

The Commune finds itself therefore in the right
of retaking its land and to have sold the material of Mr.
Metzger to pay itself that which is legally due to it.

Port au Prince, August 5, 1896.

Mathon.

Translation

Liberty

Equality

Fraternity

Republic of Haiti.

Lease of ground:

Between the Communal Council of Port au Prince represented by Mr. Etienne Mathon, Communal Magistrate on one part and Mr. John D. Metzger on the other, to the effect of regulating the conditions of the occupying and the enjoyment of a piece of land situated in this city in the Croix des Bossales quarter and adjoining the quai, which is placed under the control of the Administration of the Commune.

There has been made the following terms:

1st. The said piece of ground as it is above designated comprises one hundred and fifty-seven feet on the lane leading to the Croix des Bossales; three hundred sixty-four feet on Bel-air Street; four hundred and fifteen feet to the north; and two hundred and ninety feet on the seashore. It is limited on the north by several occupants of Communal lands; on the south by Bel-air Street; on the east by the above-mentioned lane, and on the west by the seashore.

This piece of ground is given under the title of a lease to Mr. John D. Metzger for a period of six years from the first of October, One thousand eight hundred and ninety-six to the thirtieth of September, One thousand nine hundred and two.

2nd. At its expiration, the present lease shall be renewable for the same duration and on the same conditions.

3rd. During the six years of this lease Mr. John D. Metzger shall pay to the Commune the sum of seven hundred gourdes per annum, the amount for each year payable in advance.

4th. It is understood that in default of the payment in advance of one year of the lease; after two summons made to the delinquent, the present lease becomes cancelled in full

rights and the Commune retakes possession of its property, without having to fulfill any other formality.

5th. Mr. John D. Metzger shall have the right to extend into the sea by means of filling up the leased property, but he shall pay over to the Commune one hundred and fifty gourdes per annum for every one hundred square feet of the new land formed.

6th. The lessee shall not have the right to cede his lease only after taken the assentment of the Communal Council, which in this case if it accepts the transfer shall pass a new lease with the transferee that shall have been presented to it.

The non-observance of this provision will involve in full right the nullity of the cession above foreseen.

7th. The present agreements and terms are taken conformable to the recognized right of the Commune through the law on Communal Councils.

Done at the Communal Hotel this twelfth of November, one thousand eight hundred and ninety-six, 95th year of the Independence.

After reading we have signed the present with the lessee.

Mathon.

JJohn D. Metzger.

For a certified conformed copy

The Secretary of the Communal Council.

S.S. Faubert.

Enclosure 2 in No.

No. 153.

Legation of the United States,

Port-au-Prince, Haiti, August 18, 1898.

Honorable Brutus St. Victor,

Secretary for Foreign Affairs,

Port au Prince, Haiti.

Sir:

I have your favor of the 17th. of the present month, enclosing copies of certain papers from the Communal Magistrate to you in regard to arrears of rent due from Mr. Metzger to the Commune, for me to read and a further request to return them to you after I had perused them.

Without discussing the demand of the Communal Authorities as to the rightfulness of the claim or demand made I trust you will see the Honorable Mr. Mathon, the Communal Magistrate and have him not take the steps he is about to in regard to arrears of rent under this lease to Mr. Metzger at this time. Mr. Metzger's claims are now pending a settlement by our respective Governments, if the Commune take the action foreshadowed in their communication to you, dispossess and sell his goods without due judicial process, my Government will look upon it as a matter of persecution toward one of its citizens, if his goods are sold, there will be another claim for damages, which I trust will be avoided by a little forbearance on the part of the Commune this delay will not injure the Commune in any right which they claim to possess. The improvements made by Mr. Metzger on this place ~~affairs~~ of land cannot be moved so the Commune is not injured in any way except the delay that I have stated. Again as you know Mr. Metzger's Mill has been closed for a period of nearly three months upon a question that is still unsettled.

This new issue, if pressed, will still further

complicate the cases now pending in the Department of State, who, as I have stated in a former communication to you, reserves the right to protect Mr. Metzger, if he does not receive justice through your Tribunals. I care not to discuss this case further at the present time. I hope, Sir, you will join with me in the endeavor to prevent any further complications in regard to Mr. Metzger's affairs until the present questions are adjusted.

I return to you the enclosed papers that you have sent me to read.

Accept, Mr. Minister, my deep respect and consideration.

I have the honor, Sir, to be

Your obedient servant,

W.F. Powell.

Enclosure:

Copy of papers returned.

No. 247.

DEPARTMENT OF STATE,

Washington, September 21 1896.

William F. Powell, Esquire,

etc., etc., etc.,

Port-au-Prince.

Sir:

I have to acknowledge the receipt of your No. 352, of July 13 last, submitting the claim of John D. Metzger and Company against the Government of Haiti, the facts in regard to which are stated by them in substance to be as follows:

In September - October 1896, the city of Jaamel was destroyed by fire. The Haitian Government voted a relief fund of \$20,000 for the city. The Relief Committee, acting on behalf of the city, contracted with Messrs. Metzger and Company to furnish them with \$20,000 worth of building material. This contract, in due form, was submitted to the Haitian Government for ratification and was accepted. The goods were ordered and arrived, and the Government was notified to accept delivery thereof and to pay therefor. Mr. Firmin, Haitian Minister of Finance, agreed to accept a partial delivery of \$5,000 worth of lumber and pay for the same. Metzger and Company gave instructions to make the delivery which partial delivery the Committee declined to accept without advice from the Government authorizing partial distribution. Metzger and Company were informed by Mr. Duguay, the Haitian Minister of the Interior, that they must make delivery of the entire lot of lumber, \$20,000 worth, after which \$5,000 would be paid on account. Metzger and Company

Company declined to accede to this new proposition and in consequence of said action of the Government they were compelled to dispose of the material at a loss which is stated in a bill of particulars enclosed, at \$12,033.81 in gold.

The foregoing statements do not appear to be verified by affidavit or otherwise. It is not averred except argumentatively, that the Government refused to accept and pay cash for the entire lot. Nor is any verification or proof made of the essential fact that the Government of Haiti became a party to the contract, either a maker guarantor, or otherwise, in the sense of making itself legally responsible and liable in a suit at law for the alleged breach of contract.

If Metzger and Company shall, however, furnish the requisite proofs, you are instructed to use your good offices with the Haitian Government to secure the settlement of the claim.

Respectfully yours,

J. B. Moore.

Acting Secretary.

No. 27.

DEPARTMENT OF STATE,

Washington, September 6, 1899.

Sir:

Referring to previous negotiations and correspondence in relation to the failure of the communal authorities of Port-au-Prince to afford a water supply to operate Mr. Metzger's mill, I have the honor to recall the promise made that the grievance should be promptly removed, and the subsequent communication to this Department in which it was stated that this had been done "within 24 hours."

The Department is advised that the grievance has not even yet been removed, and that in consequence Mr. Metzger's mill is shut down for want of water and is suffering deterioration from idleness and rust. This Government is surprised to learn of the continuation of the wrong done to Mr. Metzger, since it was supposed that the negotiations on the subject had resulted in the removal of the difficulty.

This Government expects that the assurances given on the part of the Haitian Government in this matter will be faithfully performed, and without further delay.

The Department is advised that the Haitian authorities are taking steps towards the cancellation of Mr. Metzger's lease of property connected with his mill, and that the course of treatment pursued towards him grows out of his refusal to pay the illegal taxes imposed upon his workmen. This Government cannot suffer him to be made the victim of persecution by reason of his assertion of his legal rights;

Mr. J. N. Léger,

etc., etc., etc.

and it is expected that the Haitian Government will hasten to adjust these controversies in relation to the water supply and the continuance of the lease on just and equitable terms.

Accept, Sir, the renewed assurance of my highest consideration.

J. B. MOORE

Acting Secretary.

Legation of Haiti,

Deer Park, Maryland.

September 7th. 1898.

Mr. Secretary of State:

I have had the honor to receive your despatch of the 6th instant, No. 27, whereby you were pleased to inform me that Mr. Metzger's establishment at Port au Prince was closed for lack of water, and that the Haitian authorities proposed to have the lease of the property on which that establishment is situated cancelled, owing to the refusal of that American citizen to pay the illegal taxes imposed upon his workmen. You added that you could not suffer Mr. Metzger to be persecuted by reason of his assertion of his legal rights, and that you hoped that the Haitian Government would hasten to settle the difficulties concerning the water supply and the continuation of the lease on just and equitable terms.

Before demonstrating the incorrectness of the information which has been furnished to you, I shall ask your permission to express my sincere regret at the insistence with which the United States Legation at Port au Prince is endeavoring to implicate my Government in questions in which it cannot be held responsible. The differences between the Communal Council and Mr. Metzger can, like disputes between private individuals, be settled in the ordinary way, and my Government cannot, strictly, be held accountable except in case of a denial of justice or of flagrant illegality. The Department of State, of whose strict impartiality I am well aware, will not fail to agree with me that there has been in this case neither a denial of justice nor any illegality, for Mr. Metzger has hitherto declined to lay his grievances before our courts, although you have decided that, in the case of one of his claims, he ought to apply to our judges. So far from doing this, he spares no effort to prejudice the United States against Haiti and to secure an unjust indemnity.

Be the case as it may, my Government, in order to give evidence to the United States of its good will, hastened to use its good offices, as soon as its attention was called to the matter of the water supply. The hydraulic service, although Mr. Metzger is its debtor, did not cut off his water supply. If you would take the trouble to reperuse the note which I had the honor to address to you on the 1st July last (No. 309) with its two enclosures, you would see that Mr. Metzger neglects to fulfill one of his principal obligations, viz: the monthly payment of his subscription, and that it now depends only upon himself to have a sufficient quantity of water; this may have if he will consent to pay the expense required for the reparation of the conduits. My Government cannot, in justice, compel the Communal Council to perform, gratuitously, the labor that is required for the proper working of Mr. Metzger's establishment.

As regards the question of the lease "which the Haitian authorities propose to have cancelled", I trust that a mere statement of the facts will suffice to show the groundlessness of Mr. Metzger's grievances. According to the contract, a copy of which I herewith enclose, Mr. Metzger leased, in November, 1886, a lot of land from the Communal Council of Port au Prince for six years, for a rental of \$700 per annum, payable in advance. Article 4 of the contract signed by the parties provides that, in default of one year's payment, the lease shall be cancelled and the commune shall be authorized again to take possession of its property. Mr. Metzger paid the rent for the first year, viz. from October, 1886, to October, 1887. Hitherto, however, he has seen fit not to pay the amount due for the year 1887-88. According to Article 4 of the contract, the Communal Council, after summoning Mr. Metzger twice, has an incontestable right to consider the lease as null and void. Nevertheless, with a view to avoiding any ~~new~~ difficulty, the Communal Magistrate, by a

letter of August 13th, 1898, a copy of which is herewith enclosed, requested the Secretary of State for Foreign Relations to secure, through the United States Legation at Port-au-Prince, payment from Mr. Metzger of the rent that was due. Mr. Saint Victor, being desirous to prevent that American citizen from having any pretext for a complaint, hastened to lay the case before Mr. Powell. Instead of advising his countryman faithfully to fulfill his engagements, the United States Minister, by his letter of August 18th, requested that the Communal Magistrate should postpone the measures which he proposed to take, "Mr. Metzger's claims being still pending and awaiting settlement".

It will appear from the foregoing to any impartial mind, that the Communal Council of Port au Prince, which is not to be confounded with the Government of Haiti, so far from seeking to "persecute Mr. Metzger by reason of his refusal to pay illegal taxes", has, on the contrary, given evidence of its sincere desire for conciliation by not causing the lease to be cancelled, as it had, in strictness, a right to do. The Department of State is too upright to encourage the bad intentions of Mr. Metzger, who does not appear at all anxious to pay his debts. I am therefore convinced, in advance, that you will be pleased to admit that, in this state of the case, my Government cannot be held responsible.

I gladly avail myself of this occasion to renew to you, Mr. Secretary of State, the assurances of my highest consideration.

J.H. LEGER.

Honorable W.R. Day,

Secretary of State,
Washington.

Liberty

Equality

Fraternity

Republic of Haiti.

Port au Prince, Aug. 18, 1898.

95th year of Independence.

The Communal Magistrate of Port au Prince to the

Secretary of State for Foreign Relations.

Mr. Secretary of State:

I have the honor to inform you that Mr. John D. Metzger, who leased, in 1886, for a rental on the coast, has, for some time past, refused to pay his rent.

As the Communal Government has exhausted all amicable means to obtain satisfaction, it has decided to apply to the courts to obtain satisfaction, it has decided to apply to the courts for the cancellation of the lease, that it may regain possession of its property. Before carrying out this decision, however, it thinks proper, in view of the difficulties which it has had with Mr. Metzger, to lay this case before you, and to send you herewith a memorandum on the subject, together with a copy of the lease in question, and to beg you to be pleased, through the Legation of the United States of America, to cause this taxpayer to abide by the clauses of the agreement which, of his own volition, he has made with the Commune, and to pay the amount of the rent which he owes.

Be pleased to accept, Mr. Secretary of State, my respectful greetings.

(Signed) MATHON.

(L.S.)

Liberty

Equality

Fraternity

Republic of Haiti.

Lease.

Between the Communal Council of Port au Prince, represented by Mr. Etienne Mathon, Communal Magistrate, on the one hand, and Mr. John D. Metzger, on the other, for the purpose of settling the conditions of occupation and enjoyment of a lot of land situated in this city, in the quarter of the Croix des Bossales and being an appendate of the quay, which lot of land is under the control of the government of the Commune, the following clauses have been agreed upon.

I. The said lot, as above designated, comprises 157 feet on the lane leading to the Croix des Bossales; 364 feet on Bel-Air St., 415 feet on the north, and 290 feet on the sea. It is bounded on the north by the holdings of sundry occupants of communal lands; on the south by Bel-Air St. on the east by the lane above mentioned, and on the west by the sea coast.

This land is leased to Mr. John D. Metzger for a term of six years, from the 1st day of October, 1896, to the 30th day of September, 1902 (1902?)

II. At its expiration, this lease may be renewed for the same length of time, and on the same terms.

III. During the six years for which this lease is to run, Mr. John D. Metzger shall pay to the Commune the sum of \$700 per annum, the amount due for each year being payable in advance.

IV. It is understood that, in default of advance payment of one year's rent, this lease, after the lessee shall have been twice summoned to pay, shall, of right, be cancelled, and the Commune shall resume possession of its property without being obliged to fulfill any other formality.

V. Mr. John D. Metzger shall have the right to extend into the sea, by means of made land, the property

leased, but he shall pay to the Commune \$150 for each one hundred square feet of new land formed.

VI. The lessee shall not have the right to transfer his lease without having obtained the consent of the Communal Council, which, if it agrees to a transfer, shall grant a new lease to the transferee who shall have been presented to it.

A failure to comply with this provision shall, of right, involve the cancellation of the transfer above provided for.

VII. This agreement and these clauses are adopted according to the right recognized as belonging to the Commune by the law concerning communal councils.

Done at the Communal Hall, this 12th day of November, one thousand eight hundred and ninety-six, being the 93rd year of Haitian independence.

The foregoing agreement having been read, we have signed it with the lessee.

(Signed) MATHON.

(Signed) JOHN D. METZGER.

I certify that the foregoing is a true copy.

(Signed) S.S. FAUBERT,

Secretary of the Communal Council

(L.S.)

DEPARTMENT OF STATE,

Washington, September 14, 1898.

No. 252.

William F. Powell, Esquire,
etc., etc., etc.,

Now at Camden, New Jersey.

Sir:

I have to acknowledge the receipt of your Nos. 336 of July 6, and 344 of July 11 last, in regard to the grievances of Mr. Metzger.

The Department has communicated with the Haitian Minister, Mr. Léger, in relation to Mr. Metzger's lease and water supply, by a note, a copy of which is enclosed herewith.

This Government approves your suggestion to demand of the Haitian Government, and you are authorized to do so, that proper water facilities be promptly granted Mr. Metzger to conduct his business.

In your No. 402, you report the status of a controversy between the Commune of Port-au-Prince and Mr. Metzger, in relation to a lease of property used in connection with his mill. In view of the complication of this matter

with Mr. Metzger's grievance over the water supply, the Department approves your request of the Haitian Government that the Commune take no steps for the forfeiture of the lease pending a settlement of the controversy over the water supply.

This Government is not disposed to allow Mr. Metzger to be made the victim of systematic persecution, if any attempt of that kind has been or should be made. While respecting the settled principles of law governing the relations between states, it none the less will insist that Mr.

Metzger shall be protected in the enjoyment of rights recognized by that law; and especially will it insist on the performance of promises made by the Haitian Government in respect to his enjoyment of those rights. Inasmuch as the Haitian Government, by its Minister, promised that the grievance in relation to the water supply should be promptly redressed, this Government expects that promise to be faithfully and promptly redeemed; and if damages have resulted from the failure of that Government to perform its promise, this Government will expect, on behalf of Mr. Metzger, full indemnity therefor.

The entire controversy, from its very nature, should be easily susceptible of adjustment in the spirit of fairness and equity, as the facts out of which it grows rest on documentary evidence and on proofs of a physical nature.

The Department has under consideration the claim of Mr. Metzger for indemnity growing out of the illegal seizure and sale of his goods to enforce the payment of license taxes. Meanwhile, you will investigate and report to the Department, (1) whether the law under which the license taxes were imposed was passed by the Legislative Assembly of Haiti or by the Commune only; (2) whether the officials, viz., the magistrate by whom the judgments were rendered and the process-servers by whom the goods were seized and sold, all or any of them owed their appointment to the Supreme authority of the State; (3) whether the supreme law of the State authorized the magistrate to issue final process for the seizure and sale of the goods of the employer, against whom no judgment had been rendered, in case of the non-payment of the judgments against the employees.

Respectfully yours,

WILLIAM R. DAY.

Enclosure:

To Haitian Minister, No. 27, September 6, 1898.

DEPARTMENT OF STATE,

No. 30.

Washington, September 17, 1898.

Sir:

In a note addressed to you by the Secretary of State, No. 13 of May 3 last, you were informed of the report made by the Solicitor of the negotiations had in regard to the claim of Metzger and Company for damages for the seizure and sale of their goods, and that said report showed your contention to be that "Metzger and Company and their employees had failed in showing due respect to the local authorities, and that there was a remedy before the ordinary tribunals for those grievances"; and that "the Solicitor stated to you that your contention would be taken under careful consideration, and if it should appear to be well-founded, he would not recommend diplomatic intervention until the ordinary remedies had been exhausted."

In your conference with the Solicitor you distinctly promised that Mr. Metzger's grievance over the water supply should be promptly settled, and you added that you understood it was already settled.

In note No. 20, of June 16 last, addressed to you by the Secretary of State, you were informed that according to a report received from the United States Minister at Port-au-Prince, Mr. Metzger's establishment was still deprived of the supply of water which it needed, and you replied that "according to the agreement reached with the Department, I informed my Government of Mr. Metzger's grievance, and the Secretary of State for Foreign Affairs recently wrote me that the matter had been settled within twenty-four hours."

Said note also informed you that "I am in receipt of a cablegram from Mr. Powell stating that Mr. Metzger has abandoned his mill on account of the Commune not furnishing
Mr. J. N. Léger, etc., etc., etc.

water", and invited your prompt attention to the matter, "in order that the aforesaid agreement may be promptly and faithfully carried out."

In note No. 27 of the 6th instant, addressed to you by the Acting Secretary of State, you were reminded of these negotiations and promises, and "that this Government expects that the assurances given on the part of the Haitian Government in this matter will be faithfully performed and without further delay."

In your note No. 336 of the 7th instant, you reply, stating that the differences between the Communal Tribunal and Mr. Metzger can be settled in the ordinary way, and that your Government cannot be strictly held accountable except in case of a denial of justice or of flagrant illegality, and that there has been in this case neither a denial of justice nor any illegality, because Mr. Metzger has declined to lay his grievances before your courts.

This Government has been advised and is satisfied that Mr. Metzger's grievance has not even yet been settled, and that there is no good reason why an abundant supply of water should not be promptly furnished.

This Government must decline to discuss the question whether or not Mr. Metzger had a remedy before the ordinary tribunals for this grievance, since said agreement made diplomatically was entered into and accepted in good faith by this Government; and it operated as a waiver of the contention, made now for the first time, in your note of the 7th instant,-- even if that contention had been entitled to consideration if made originally. For the reasons stated, it now remains only for that agreement to be performed; and this Government waits only to know when an ample water sup-

ply shall be furnished to Mr. Metzger as promised, and to determine the amount of the indemnity to be paid him.

In your note you state that "the hydraulic service, although Mr. Metzger is its debtor, did not cut off the water supply." This Government has never contended that Mr. Metzger's water supply was cut off. Its contention all along has been that he was furnished an inadequate supply of water. If the Commune shall furnish an adequate supply, the Department is confident that there will be no ground of complaint against Mr. Metzger for failure to pay any proper charges therefor, as it is satisfied that he has so far not been wanting in that regard. The Department is satisfied that Mr. Metzger is amply responsible and ready to pay all lawful, and just claims against him, and that there is no real merit in the complaint of his failure in that behalf. This Government, therefore, can admit no qualifications or conditions to be attached to its demand for the immediate and full redress of this grievance. When this has been done, it will be ready to consider the question of any alleged arrears of Mr. Metzger in payment of rentals on his lease. But in view of the circumstances out of which the controversy has arisen,-- the illegal seizure and sale of his goods and the refusal to furnish him with an adequate supply of water,-- this Government cannot consent to the forfeiture of the lease for non-payment of rent, brought about by the arbitrary and unjust action of the Commune.

This Government has come to no definitive decision on the question whether Mr. Metzger shall or shall not be referred to the local tribunals for the collection of the damages which he undeniably sustained by the illegal seizure

and sale of his goods. It has required further investigation and report to be made of that whole affair. After it has received and considered the same, it will determine whether or not an appeal to the local tribunals would be nugatory and whether the Haitian government is not answerable in the first instance. Evidence is accumulating in the progress of this affair, that Mr. Metzger is being unjustly treated, and that the Haitian Government itself is not without serious culpability in the entire controversy. This Government will not permit him to be made the victim of systematic persecution by reason of his protests against the illegal and arbitrary exaction of license taxes; and the affair seems to be assuming more and more that attitude.

This Government is disposed to deal justly between the Republic of Haiti and Mr. Metzger, but it is convinced that he has been treated with injustice, and the delay in making redress only serves to accentuate the difficulty.

Accept, Sir, the renewed assurances of my highest consideration.

ALVAY A. ADEE

Acting Secretary.

Legation of Haiti,

Washington, September 21, 1898.

Mr. Secretary of State:

I received yesterday the note which you did me the honor to address to me on the 17th instant, sub numero 30. You were pleased to inform me that your Government had not yet reached a final decision concerning the question whether Mr. Metzger should or should not lay before the courts his grievance on account of the sale of his goods by the Communal Council of Port au Prince. There is certainly an error here, which I will ask your permission to rectify. After long discussions with the Solicitor of the Department of State relative to the Campbell claim and to that of Mr. Metzger relative to the payment of the tax on his workmen, it was agreed that Haiti should pay Campbell \$10,000. As to Mr. Metzger, it was admitted that it was easy for him to secure from the courts of Haiti redress for the injuries which he claims to have suffered, and it was understood that the Department of State would not interfere unless Mr. Metzger, after having had recourse to our courts, should be the victim of a denial of justice. This understanding was confirmed in a conversation which I had the honor to have, on the 2nd of June last, with the Honorable Mr. Day, who was then Secretary of State, and by a note addressed on the 9th of June to Mr. Powell, a copy of which note was furnished to my Government, and from which you will allow me to reproduce the following passage: "The Government agrees no longer to insist upon the settlement of the said claim against the Haitian Government, which, on its part, pledges itself to see that the rights which the treaty grants to American citizens in Haiti be strictly observed; this approval is, however, subordinate to Mr. Metzger's right to demand a remedy for the illegal seizure and sale of his goods, and does not exclude the right of diplomatic intervention in case of a denial of justice."

Mr. Metzger has hitherto refused to apply to our courts. It cannot, therefore, be maintained that there has been any denial of justice. The Republic of Haiti, although obliged to contend with serious difficulties, has faithfully fulfilled the obligations imposed upon it by the settlement of the Campbell case; and, confiding in the spirit of equity of the Department of State, it is convinced that you will not again insist upon an arrangement in the matter of the tax required from Mr. Metzger.

As to the question of the water supply, my Government has not failed to perform its promise. It has done everything in its power to please the United States. The hydraulic service is under the Communal Council of Port au Prince. My Government has, consequently, no control to exercise. It has, nevertheless, used its good offices, the result of which has been, 1st. that Mr. Metzger, although a debtor to that service, is not to be deprived of water; 2nd. that pipes and a connector, an inch in diameter, are to be allowed to him, although, according to the regulations, subscribers are only entitled to a connector three quarters of an inch in diameter. These advantageous results having been secured to Mr. Metzger, my Government had nothing more to do in the matter. It only remains now to finish the works which are to enable Mr. Metzger to have the quantity of water which he desires, and these works cannot be commenced until a direct understanding shall have been had between Mr. Metzger and the hydraulic service, which is represented by the Communal Magistrate. It has been impossible, it appears, for this understanding to be reached. Mr. Metzger, considering himself to be a creditor of the Commune, refuses to make the outlay, and the Commune, regarding Mr. Metzger as its debtor, does not seem disposed to make it. From an examination of the documents which I have before me, it appears that Mr. Metzger maintains that \$218.00 are due to him, and that the Commune claimed, in

June last, that he was indebted to it in the sum of \$781.00. My Government cannot interfere in the settlement of such an account; and if Mr. Metzger and the Communal Magistrate cannot agree to a settlement, the courts alone can decide the question. Thus it was that I took the liberty to tell you, in my note of the 7th instant, that these difficulties could be settled in the ordinary way.

As to my Government, it cannot, at the present time, be implicated in this question concerning water supply. Mr. Mathon is not its officer; the Communal Council, which has sufficient guarantees, is responsible for the acts of its magistrate. My Government is no more responsible in this matter than the United States Government would be if the Mayor of New York were in the same situation as regards a Haitian citizen that Mr. Mathon is as regards Mr. Metzger.

It depends solely upon Mr. Metzger to have a sufficient supply of water. He has but to agree to make the outlay required by the reparation of the pipes, which, according to an estimate that has been submitted to him, will amount to \$81.75. I am convinced that the work will be done as soon as he shall give notice of his intention to pay for it.

The Communal Council of Port au Prince is far from wishing to persecute Mr. Metzger, and has given incontestable evidence of its desire for conciliation, by requesting the United States Legation to intervene for the prevention of new difficulties in connection with the lease.

I gladly avail myself of this occasion to renew to you, Mr. Secretary of State, the assurances of my highest consideration.

J.N. LEGER.

Honorable A.A. Adee,
Acting Secretary of State,
Washington.

DEPARTMENT OF STATE,

No. 31.

Washington, October 1, 1898.

Sir:

The Department has received your note of the 21st ultimo, in regard to the case of Mr. Metzger, in which you say that:

"You were pleased to inform me (Department's note of the 17th ultimo) that your Government had not yet reached a final decision concerning the question whether Mr. Metzger should or should not lay before the courts his grievances on account of the sale of his goods by the Communal Tribunal of Port-au-Prince. There is certainly an error here, which I will ask your permission to rectify. * * * * *

"As to Mr. Metzger, it was admitted that it was easy to secure from the courts of Haiti redress for the injuries which he claims to have suffered, and it was understood, that the Department of State would not interfere, unless Mr. Metzger, after having had recourse to our courts, should be the victim of a denial of justice. This understanding was confirmed in a conversation which I had the honor to have on the 2nd of June last, with the Honorable Mr. Day, who was then Secretary of State, and by a note addressed on the 9th of June to Mr. Powell" * * * * *

from which you quote, as follows:

Mr. J. N. Léger,

The

etc., etc., etc.

"The Government agrees no longer to insist upon the settlement of the said claims against the Haitian Government (referring to the license taxes), which, on its part, pledges itself to see that the rights which the treaty grants to American citizens in Haiti be strictly observed; this approval is, however, subordinate to Mr. Metzger's right to demand for the illegal seizure and sale of goods, and does not exclude the right of diplomatic intervention in case of a denial of Justice."

The quotation which you make from the instruction entirely disproves your contention, except on the single point that as regards Mr. Metzger's claim for damages for the illegal seizure and sale of his goods, the right of diplomatic intervention was reserved, in case of a denial of justice. There was here no allusion to Mr. Metzger's grievance over the failure to furnish an adequate supply of water to his mill, as promised. In the Department's note to you No. 16, of May 31, your attention was recalled to that promise and you were asked to advise your Government of this agreement that the grievance in relation to the water supply should be promptly settled. In the Department's note to you, No. 18, of June 9 last, referring to the complaint of Mr. Metzger, you were explicitly informed that this Government did not contemplate "that any additional instructions should be sent to Mr. Powell, discontinuing his requests with regard to the water supply of Mr. Metzger, unless Mr. Metzger's grievance has been adjusted on an equitable basis, assuring him such supply". In the Department's Note No. 20, of June 16th last, addressed to your attention was recalled to your note of June 3, last, in which you stated that "according to the agreement reached with the Department." I informed my Government of

Mr.

"Mr. Metzger's grievances, and the Secretary of State for Foreign Relations recently wrote to me that the matter had "been settled within twenty-four hours;" and your attention was called to the agreement, with the request that it be promptly and faithfully carried out. In your note of June 20 last, you informed the Department that the question of the water supply had been settled for some time. In the Department's note No. 27, of the 6th ultimo, your attention was again recalled to the agreement, with an expression of surprise at its non-performance, and of the expectation that the Haitian Government would hasten to adjust the matter. In the Department's note No. 30, of the 17th ultimo, in response to yours of the 7th ultimo, you were informed that this Government declines to discuss the question whether Mr. Metzger has a remedy before the ordinary tribunals for this grievance; and that this Government can admit no qualifications or conditions to be attached to its demand for the immediate and full redress thereof. This Government has nothing to add to its note of the 17th ultimo, which fully defined its position.

The Department is unable to accept the facts of this grievance as given in your note of the 21st ultimo. The real difficulty is, that the water supply through the three-fourths-inch pipes which carries it to Mr. Metzger's mill, being insufficient, he applied to the Communal authorities for a one-inch pipe. By mutual agreement between him and the authorities, he was to pay for the pipe and the cost of laying. An estimate of the cost, amounting to \$81.75, was submitted to Mr. Metzger in November last. The Mayor of the Commune, Mr. Mathon, claims that Metzger has not "acquitted" this. Metzger however, alleges that he accepted the estimate, marked it "Approved: good for \$81.75", signed by John D. Metzger and Company. As showing that Metzger's action was regarded by the Communal

Communal authorities as payment for the proposed work, Mr. Mathon, Mayor of the Commune, in his letter of June 15 last to the Haitian Minister of Foreign Affairs, immediately following his statement that Mr. Metzger had not "acquitted" the estimate, says:

"I had, however, accepted to make a compensation of "that value (\$81.75) on sum of \$218.00 due by the Commune to "the claimant, which was refused."

It would seem absurd to suppose that Mr. Metzger, who regarded his claim of \$218 against the Commune as practically worthless, on account of its insolvency, and who was at the same time exceedingly anxious to secure an increased water supply, would refuse to allow the \$81.75 to be deducted from the amount due him; or, in other words, as Mr. Metzger himself expresses it, "that he preferred to go without water "rather than have the city owe him \$81.75 less than it did "before." Mr. Metzger claims that the work of laying the new pipe was begun, but suddenly stopped, Mr. Mathon informing him that unless Metzger paid the "license taxes", he would only allow a one-half inch pipe to be laid. Metzger states that he had been forbidden by decree of the courts to pay the license taxes to the Commune, as they had been garnished at the suit of creditors of the Commune. He therefore withdrew his offer to credit the \$81.75 on the \$218.00 due him by the Commune, and laid his complaint before our Legation for the adjustment of his grievances. Mr. Metzger's assertion that he accepted the estimate of \$81.75 for the pipe and cost of laying and consented that it should be applied on the indebtedness due him by the Commune, was proven by the estimate and by Mr. Metzger's acceptance thereof, as shown by the document itself, which was exhibited by you to the Solicitor in your

recent

recent conference with him.

In addition to all the singular inconsistencies in the representations made by the Haitian Government, are to be considered the conduct and inconsistencies of the Mayor of the Commune, Mr. Mathon, who, in his letter above referred to further stated that Mr. Metzger was in arrears for water rent for a period of twenty months prior to November 1897; whereas the fact is that Mr. Metzger held receipts for payment of water rent in full up to October 31, 1897, copies of which are on file in this Department.

In regard to the statements contained in your note that it was admitted by the Solicitor in your conferences with him, that it was easy for Metzger to secure from the courts of Haiti, redress for the injuries which he claims to have suffered, and that it was understood that the Department of State would not interfere, unless Mr. Metzger, after having had recourse to your courts, should be the victim of a denial of justice, the want of precision in said statements has already been shown, and the Department is unable to concede that any such admission was made by the Solicitor, or that any such definitive understanding was had in any part of the negotiations. The Solicitor reported the negotiations to the Secretary of State, and in the Department's No. 13, May 3 last, addressed to you, you were informed of the substance of the report on that point. The accuracy of the statements of said report contained in said note to you has never been questioned until now. Said note of May 3 ultimo, informed you that in said negotiations, you contended, in regard to seizure and sale of Metzger's goods, "that there was a remedy before the ordinary tribunals for those grievances"; and

that

that "The Solicitor stated that your contentions would be
"taken under careful consideration, and if it should appear
"to be well-founded, he would not recommend diplomatic inter-
"vention until the ordinary remedies had been exhausted."
During said conferences with the Solicitor you were explicit-
ly informed by him that he was acting under instructions from
his superior and had no power to make binding agreements of
any kind, but could only make recommendations, which he did
as shown in his report.

If the agreement then made for the redress of Mr.
Metzger's grievance over the water supply had been promptly
and faithfully performed, this Government might have had no
occasion to intervene diplomatically in regard to the indemni-
ty confessedly due Mr. Metzger for the illegal seizure and
sale of his goods; for the Haitian Government has admitted the
illegality of the license taxes, as being in violation of the
treaty, and there can, therefore, be no question of the right
of Mr Metzger to such indemnity. Instead of receiving just
and equitable treatment by the Haitian authorities, Mr. Metz-
ger's difficulties have been multiplied and aggravated to such
an extent that this Government may well doubt whether he can
obtain justice otherwise than by diplomatic intervention; and
when this Government becomes fully convinced that such is the
fact, it will not remit him to the pursuit of a justice which
has all along been denied by the local authorities in their
treatment of him. Unhappily, the Haitian Government does not
seem to be exempt from culpability, as is manifest by the
singular inconsistencies and anfractuositities of its represen-
tations and promises, apparent from a review of the course of
the negotiations and correspondence between the two Governments
but which are consistent and unvarying, in their apparent aim
and

and ultimate effect, in delaying and practically refusing to do what had been distinctly promised should be done by the Haitian Government. For said delay and refusal the pretext is now made that the Haitian Government cannot perform the agreement, diplomatically and deliberately entered into, and which was accepted by this Government in good faith in the expectation of its performance. If the Haitian Government cannot perform its agreement by reason of its internal laws, it cannot now plead incompetency; since this Government accepted that agreement, relying on the promise that it would be executed in good faith, and the Haitian Government is responsible in damages for the losses which Mr. Metzger has sustained by the breach of that agreement; and if justice is denied him by the Haitian Government itself in the fulfillment of that agreement solemnly made, it would seem vain for this Government further to hope for any justice being done to Mr. Metzger before the local tribunals, in awarding to him just and reasonable indemnity for the illegal seizure and sale of his goods.

Accept, Sir, the renewed assurance of my highest consideration.

John Hay.

Legation of Haiti,

Washington, October 5, 1898.

Mr. Secretary of State:

I had the honor, on the 3rd instant, to receive the note which you were pleased to address to me on the 1st, relative to the Metzger matters.

Allow me to remark that the misunderstanding now existing between the Department of State and this Legation will not easily be removed until Mr. Metzger's various claims are no longer confounded. You tell me that the quotation in my note of the 1st ultimo from the instruction sent on the 9th of June to the United States Minister at Port au Prince, "entirely refutes my arguments, except as regards the reservation of the right of diplomatic intervention in case, in Mr. Metzger's claims on account of the seizure and sale of his goods there should be a denial of justice.

You add that "there was, in those instructions, no allusion to the question of water supply".

In ~~not~~ a single passage of my letter of September 21st did I assert that the letter addressed to Mr. Powell on the 9th of June had reference to the water supply. Now, with a view to preventing any further error, I shall take the liberty to examine, separately, each one of the grievances which you have laid before me. I shall consider, in the present communication, only the question of the license tax.

I shall beg your permission to appeal to the spirit of justice and equity of the Department of State, feeling convinced that, after an impartial examination of the facts, you will agree with me that there can be no uncertainty as to our respective intentions. Your note of the 3rd of May last, No. 13, was a reply to ~~that~~ which I had addressed to you on the 25th of April, and in which I gave a summary of my negotiations with Mr. Penfield. It was not only said "that

the Solicitor would not recommend diplomatic intervention if my statement to the effect that Mr. Metzger could obtain redress from the ordinary courts should prove to be well founded". It was, on the contrary, promised that there should be no intervention, as appears from the following passage of the note of May 3rd: "In the course of the conferences, you have compared the action of the Communal Council to that of an ordinary creditor. The Solicitor has not deemed it necessary either to agree with this opinion or to refute it, owing to his promise not to recommend intervention, and, at the close of that note of May 3rd, you were pleased to inform me that "a slight difference existing between my note (of April 25th) and the report of the Solicitor concerning all that had been said in the course of the negotiations, did not affect the substance of the agreement which had been so happily concluded." After such declarations, it would have been very ungracious on my part to contest Mr. Penfield's report. I consequently think that I am not deserving of the reproach addressed to me by you on that point.

Furthermore, if there could be any doubt as to the validity of the Solicitor's promise, such doubt would certainly have been removed by my subsequent interviews with Mr. Day, who was then Secretary of State. My Government, having informed me that, in violation of the understanding reached by this Legation with the Department of State, Mr. Powell continued to interfere in behalf of Mr. Metzger, I went to see Mr. Day on the 31st of May, and reminded him that there would henceforth be no ground for diplomatic intervention unless in case Mr. Metzger should have recourse to the Haitian courts and should not obtain justice there. The Secretary of State did not contest my opinion, which was based on the agreement recently made; the steps to which I called his attention appeared to him to be the result of a misunderstanding, and, on the 1st day of June, he wrote me as follows:

"As regards the conversation in which you complained that Mr. Powell demanded of the Haitian Government the payment of the Metzger claim on account of the license-tax, I have the honor to announce to you that this Government has telegraphed to Mr. Powell, inquiring whether such was the fact". On the 2nd of June I again called at the Department of State and had another conversation with Mr. Day, which is given, in part, in the letter addressed to him by me on the 3rd of that month; from which letter you will allow me to submit to you the following extract: "You then had the kindness to inform me that you were going to send fresh instructions to Mr. Powell, instructing him to discontinue his steps relative both to the question of water supply and the license tax, as Mr. Metzger could obtain from the courts of Haiti redress for the wrongs which the latter affair had caused him to suffer."

On the 9th of June, Mr. Day acknowledged the receipt of my note of the 3rd, rectifying but one error relative to the water supply, and consequently considering the rest of my statement concerning the case of the license tax as being in conformity with our conversation. On that same 9th of June, the Department of State transmitted to Mr. Powell the following instructions, which you will pardon me for transcribing here: "The Government agrees no longer to insist upon the settlement of the said claims against the Haitian Government, which, for its part, pledges itself to a strict regard for the rights granted by the treaty to American citizens in Haiti; this approval is, however, subordinated to Mr. Metzger's right to demand redress for the illegal seizure and sale of his goods, and does not exclude the right of diplomatic intervention in case of a denial of justice."

By order of Mr. Day, a copy of his instructions

were sent, on the 25th of June, to my Government, which acknowledged their receipt as follows: " . . . I have carefully taken note of these two communications, and of the declaration of the Honorable Secretary of State as regards the maintenance of his right of diplomatic intervention in behalf of Mr. Metzger, in case the latter, after having been instructed to assert his rights before the courts of the country, should be the victim of a denial of justice duly established."

By the exchange of these last two notes, the discussion was closed, and there was no further question between us concerning this matter of the license tax until the time (see note of September 17th) when, through mistake, you thought that you saw that there had been no definitive decision on this subject. As I have already shown, such a decision has been reached, and there can be no diplomatic intervention except in case of a denial of justice. For a denial of justice to exist, it would be necessary for Mr. Metzger to have recourse to the Haitian courts, which he has thus far refused to do.

Allow, ^{me} Mr. Secretary of State, not to insist upon what seems to be a prejudice against Haitian magistrates; I should regret to think that the powerful Republic of the United States would wish not to offend the little Republic of Haiti, but gratuitously to hurt its feelings. Men are everywhere liable to make mistakes. Our courts of justice, which are independent of the Executive branch of the Government, have, nevertheless, always risen to the height demanded by their task. There is no reason to prejudge their decisions.

Mr. Metzger's goods were seized in pursuance of a judgment of the court of the Justice of the Peace, which is the lowest in our judicial organization. There are superior courts to which recourse may be had for the redress of the wrongs that may be caused by a decision of the Justice of the Peace.

The United States Government has always upheld the principle that when a case has been laid before the courts, recourse can not be had to diplomatic intervention until an appeal has been taken to all the courts. You will certainly not refuse to Haiti the benefit of your decision, which is in conformity with law and equity, and, at the same time, with the understanding reached between the Department of State and this Legation.

Hoping that such will be the case, I gladly avail myself of this occasion to renew to you, Mr. Secretary of State, the assurances of my highest consideration.

J.N. LEGER.

Honorable John Hay,

Secretary of State,

Washington.

DEPARTMENT OF STATE,

Washington, October 6, 1898.

No. 256.

John B. Torres, Esquire,
etc., etc., etc.,
Port-au-Prince.

Sir:

I enclose for the information of the Legation copies of the Department's notes to the Haitian Minister at this capital, dated the 6th and 17th ultimo and 1st instant relative to the grievances of Mr. Metzger.

I am, etc.

JOHN HAY.

Enclosures as above.

DEPARTMENT OF STATE,

Confidential.

Washington, October 10, 1898.

No. 257.

John B. Terres, Esquire,

etc., etc., etc.,

Port-au-Prince.

Sir:

Referring to the Department's No. 256 of the 8th instant, I have to say that in a recent conference the Haitian Minister at this capital, Mr. Léger, stated to the Solicitor that the Commune of Port-au-Prince would furnish the water pipe for Mr. Metzger's mill, as desired by him, provided he would consent that the cost thereof, \$81.75, should be credited on the \$218.00 due Mr. Metzger by the Commune.

You will inform Mr. Metzger of this proposition, and suggest to him that, in view of his withdrawal of his former consent to allow the said credit, it is probably advisable in his own interest, that he renew his said consent, and offer in writing, in form to comply with the law and so as to admit of unmistakable proof of his constant readiness and willingness, to pay for said cost in said manner.

While doing so, he might state at the same time, that he does not waive any right or claim he may have by reason of the refusal to furnish him with an adequate supply of water heretofore.

I am, etc.

JOHN HAY.

No. 269.

DEPARTMENT OF STATE,

Washington, November 30, 1898.

William F. Powell, Esquire,
etc., etc., etc.,
Port-au-Prince.

Sir:

In the Department's No. 252 of September 14, 1898, you were instructed to investigate and report to the Department answers to certain questions propounded, with the view of enabling the Department to determine whether the indemnity claimed by Mr. Metzger, for the illegal seizure and sale of his goods, is properly a subject of diplomatic intervention in the first instance.

You have so far failed to make such report, which you are requested to do.

In relating to the furnishing of an adequate water supply to Mr. Metzger's mill, it is deemed advisable by the Department formally to recommit the entire negotiations to your Legation, as requested by you, with full power to adjust the same. You will proceed accordingly. The Department in conclusion expresses the hope that these protracted and somewhat tedious negotiations about the water supply, which turned originally on the question of the payment of \$81.75 may be speedily and satisfactorily adjusted, in a manner consistent with the friendly relations existing between the two Governments.

Enclosed you will find copy of a note this day sent by the Department to the Haitian Minister.
I am, etc.

JOHN HAY.

Enclosure:

To Haitian Minister, November 30, 1898.

No. 32.

DEPARTMENT OF STATE,

Washington, November 30, 1898.

Sir:

The exigencies of the current business of the Department have prevented an earlier answer to your esteemed notes of the 5th and 6th ultimo which relate, respectively, to Mr. Metzger's grievance over the illegal seizure and sale of his goods and to that concerning the inadequate water supply for his mill.

It would, not, perhaps, conduce to a more harmonious view of the questions agitated, to expatiate on all the details of the negotiations had between the representatives of the two Governments; nor can this Government accept, as free from possible inaccuracies of recollection, statements recently brought forward as to what occurred between you and Secretary Day, whose resignation of his office and absence from the United States while engaged in the labors of the Spanish Peace Commission, renders it practically impossible to compare and verify his recollection with your own as to what statements and representations were made in your conference together. For these reasons, as well as for others which are obvious, the Department is constrained to rely upon the record of facts reported, and undisputed at the time when the essential facts were fresh in the recollection of the parties, as to the substance of the negotiations and agreements had. And in accepting and appealing to such facts, as the only sure reliance, it would not contribute to the enlightenment^{ment} of the question to depart from the main points in issue, nor to obscure the decisive facts in regard to the

Mr. J. H. Légar,

etc., etc., etc.

inadequate water supply, by wandering aside into elaborate recitals and considerations of minute and irrelevant details which are immaterial to the solutions of the real questions involved. I shall therefore limit myself to the consideration of the substantial facts and points involved. And inasmuch as the views of this Government in that regard have been heretofore carefully stated and supported by irrefragable proofs of record, I will content myself with re-stating them, together with the conclusions at which this Government has arrived, taking the liberty at the same time to point out certain errors into which you appear to have fallen. It will be convenient to consider together your notes of the 5th and 6th ultimo, which will accordingly be done, in the order named.

In said note of the 5th ultimo, the contention is urged that an agreement was made between the representatives of the two Governments that, in the matter of an indemnity to Mr. Metzger for the illegal seizure and sale of his goods, diplomatic intervention would in no event lie, until he had first resorted to the local courts; and in support of your contention, you made certain apparent quotations from the Department's note therein mentioned. It must be conceded that if the said quotations are free from material error, they would seem to lend support to your contentions; but if it should appear that said quotations are materially inaccurate, and were made in such a manner as entirely to omit important portions of the passages quoted, and thereby perverting their language and meaning, the argument which is founded upon them must fall to the ground. If the omission of these passages is essential to the support of said argument, it could only be so for the reason that if those passages are taken in their integrity, they disprove the con-

tention which they are adduced to support, and establish the contrary. In said note of the 5th ultimo, there are two apparent quotations from the Department's Note No. 13 of May 3 last. The first quotation states that:

First. "The Solicitor would not recommend diplomatic intervention if my statement to the effect that Mr. Metzger "could obtain redress from the ordinary courts should prove "to be well-founded." The note further states that it was, on the contrary, promised that there should be no intervention, and in support of that alleged promise, there is an apparent quotation in said note from a passage contained in the Department's said note of May 3. Said apparent quotation states:

Second. "In the course of the conferences you have compared the action of the Communal Council to that of an ordinary creditor. The Solicitor has not deemed it necessary either to agree with this opinion or to refute it, owing to his promise not to recommend intervention."

With your permission, I will now quote the language textually, and word for word, as it appears, in the order named, in the passages referred to in the Department's said note of May 3; and in which it is stated that you contended that as regards the seizure and sale of the goods, there was a remedy before the ordinary tribunals for these grievances; but,

First. "The Solicitor stated that your contention would be taken under careful consideration, and if it should appear to be well-founded, he would not recommend diplomatic intervention until the ordinary remedies had been exhausted. In the quotation of the passage contained in your note there does not appear that portion of said passage which reads:

"The Solicitor stated that your contention would be taken under careful consideration, and if it should appear

"to be well-founded", he would not recommend diplomatic intervention, etc. The passage, taken in its integrity, not only disproves your contention that the Solicitor promised not to recommend intervention, but is irrefragable proof that the right of diplomatic intervention was expressly reserved for the final determination of this Government after it should have made satisfactory investigation of said contention put forward by you in the conference with the Solicitor.

The other passages referred to in your note reads textually and literally as follows:

Second. "In the course of the conferences you assimilated the action of the Communal Council to that of an ordinary creditor. The Solicitor did not deem it necessary to admit or deny this contention, in view of the other point made, (as to the local remedy), and of his promise not at present to recommend intervention." In your quotation of the passage, the words "at present" do not appear. When the entire passage is taken in connection with the previous passage, above quoted, they completely refute said contention, and demonstrate the accuracy and consistency of the attitude of this Government that it reserved the right to investigate and finally determine for itself whether the claim should be enforced diplomatically in the first instance. These unfortunate errors, in the apparent quotations made in your note, show the extreme frailty and uncertainty of human memory, when such important omissions are inadvertently made in copying from a note, which was evidently lying under your eye when the quotations were made. They also vindicate the prudence, on the part of this Government, in receiving with extreme caution, or in declining to accept, verbal reports of conferences with Secretary Day made so long after

after the conferences occurred, and show the necessity of accepting the facts shown of record. When you, on May 31 last, complained to Secretary Day that Mr. Powell was pressing the payment of the Metzger claim for the license taxes against the Haitian Government, the Secretary telegraphed an inquiry as to the fact stated, - not as to a claim for goods seized and sold, but as to a supposed claim for license taxes, which this Government had not authorized. Said inquiry was made, not for the reason which you now suppose, - in an alleged agreement never made - but because the Government proposed to take further time to consider the question whether the claim for the sale of the goods was one primarily for diplomatic intervention.

In your note to Secretary Day of June 3 last, it was stated that "you (the Secretary) were going to send 'fresh instructions to Mr. Powell, instructing him to discontinue his steps relative both to the question of the water supply and the license tax, as Mr. Metzger could obtain from 'the courts of Haiti redress for the wrongs which the latter 'affair had caused him to suffer.'" The Secretary's note of June 9 last pointed out the error in this statement regarding the fresh instructions as to the water supply, supposing the statement to have been brought forward inadvertently. It was not deemed necessary to rectify the other erroneous statement, in view of the express agreement already made and appearing of record.

Nor does your quotation from the instruction given June 9 last to Mr. Powell seem to be altogether free from want of fullness and precision of statement. The action of Mr. Powell was thereby approved, which had led to the abandonment by the Haitian Government of its illegal imposition of license taxes; but the approval was made "subject to

"to Mr. Metzger's right to pursue his remedy for the illegal seizure and sale of ~~his~~ goods, and with the right of diplomatic intervention in case of a denial of justice." This instruction contained no allusion to any agreement that this Government would not intervene diplomatically until Mr. Metzger had exhausted all local remedies, but was in harmony with the cablegram and with the agreement actually made, that if your contention should appear to be well-founded, diplomatic intervention would not be recommended until the ordinary remedies had been exhausted. The Department held that question under consideration at that very time, in accordance with the statements in the Department's note of May 3 last; for it never contemplated that it would not resort to diplomatic intervention in the event that it would become convinced that the case was one proper for diplomatic intervention, primarily, or that there had been a denial of justice or that the resort by Metzger to the local courts would result in a mockery of justice. Mr. Powell was instructed to furnish a copy of the instruction to the Haitian Government, without doing more. He was not charged with the negotiations, which, by request of your Government, had been transferred to Washington, and therefore the note, from which you quote, by your Government to Mr. Powell, on June 25 last, is quite irrelevant to the question as to what agreement was made between those charged with the negotiations.

In your note of the 8th ultimo, referring to your note of April 25 last, it is stated, in regard to the grievance over the water supply, that "it has been agreed by Mr. Penfield and me that this was no case for a claim"; and it is further stated in your said note that, in the Department's note of May 3 last, "nothing was said concerning the

"question of water supply. My statement was therefore considered as being in conformity with the interview which had taken place."

In the Department's note of October 1 ultimo, the Department reviewed the correspondence bearing on this question, and showed conclusively the agreement made by you in these interviews, - which has never been questioned until recently- that the Haitian Government would cause that grievance to be redressed. In view of that undeniable agreement, another and contrary agreement or admission, which is above mentioned, "that it was no case for a claim", would have been manifestly superfluous and inane. If it was not agreed that the Haitian Government should cause the redress of that grievance, what shall be thought of the solemn assurance, afterwards made by you to the Department, that that agreement had been already performed? The Department's note of October 1 ultimo, sufficiently refutes this idea that it was no case for a claim,- a claim which could not be cancelled by the continuous failure to perform the agreement made and which failure was the cause of continuing injury and damage to Mr. Metzger. The Department's note of April 25 ultimo, to which you refer, calls attention in its conclusion to some discrepancy between your note and the Solicitor's report as to all that was said in the course of the negotiations; it having been before pointed out in said note that "in the course of the conference you assimilated the action of the Communal Council to that of an ordinary creditor. "The Solicitor did not deem it necessary to admit or deny this contention, in view of the other point made (as to "the local remedy) and of his promise not at present to "recommend diplomatic intervention."

The report did not profess to embrace your agreement for the adjustment through your Government of this grievance it being assumed that the agreement, so plainly and expressly made, would be performed, as made, without diplomatic intervention, and to which agreement your attention was called in the Department's notes of June 9 and 16. In response to said last note, you replied that "according to the agreement reached with the Department, I informed my Government of Mr. Metzger's grievance, and the Secretary of State for Foreign Affairs recently wrote me that the matter had been settled within 24 hours". This is an express assertion both of the agreement and of its performance.

It is thus shown by the record facts and by the unqualified statements in your communications to the Department that the agreement was made: and it completely refutes the contention that the Solicitor agreed "that it was not case for a claim". The violation of an agreement diplomatically made, itself affords a basis of a claim, and justifies diplomatic treatment.

In conclusion, you will permit me to observe that while this Government conceives that it is its duty to insist with firmness upon its position, which has been assumed after a most careful consideration of the two claims, nothing could be further from my intention, or from that of my predecessor, than to say anything which could give just cause of offense to you. But the deferential feeling of consideration and respect, with which this Government is animated toward you, cannot affect nor alter its purpose to afford just and needful protection to its citizens in foreign lands, and to insist upon the faithful performance of the engagement made between the two Governments. This has not been done in the case of Mr. Metzger, and it will be conducive to the harmo-

nious relations heretofore existing between the two Governments, if the Government of Haiti shall not longer delay to cause to be furnished to Mr. Metzger an adequate supply of water for his mill. And it is because it is believed that it will facilitate and hasten the solution of this question-delay in which is so injurious to Mr. Metzger- that this Government has decided to recommit all further negotiations in relation to this grievance to our Minister at Port-au-Prince, who has been instructed to urge the matter upon your Government for immediate determination. This Government still has under consideration the question whether or not it will intervene diplomatically in support of Mr. Metzger's claim for damages for the illegal seizure and sale of his goods.

Accept, Sir, the renewed assurance of my highest consideration.

JOHN HAY.

No. 446.

Legation of the United States,

Port au Prince, Haiti, December 1, 1898.

Honorable John Hay,

Secretary of State,

Washington, D.C.

Sir:

In regard to the Jacmal claim of Mr. Metzger, I request further instruction before communicating with this Government in using "good offices" under instructions conveyed in despatch No. 247 of September 2nd, 1898.

I find there is no other documentary proof outside of that furnished in previous papers concerning this claim, now in the hands of the Department.

Mr. Metzger furnished the lumber on the authority of the Relief Committee of Jacmal, and was to receive \$20,000, being the sum donated by the Council of Secretaries for the relief of that city, a portion of which had been previously destroyed by fire. When this lumber arrived instead of receiving \$20,000 as was expected by Mr. Metzger to be paid him, \$5000 was tendered to him, this he refused to take for his lumber.

The lumber was afterwards stored in a place which he was compelled to rent for that purpose, a portion of this while there was lost, another portion was sold at a sacrifice, and what was left was sent from Jacmal to Port-au-Prince, on which the Government compelled him to pay a duty.

Mr. Metzger claims that this loss which he has suffered comes from a breach of contract on the part of the Haitian Government, and that he should be reimbursed for his loss.

The Haitian Government in reply thereto state they owe him nothing as there was no lumber delivered thus

implying their liability as principals for this amount
\$12000.

Such are the facts of the case. I enclose the
affidavit which Mr. Metzger has filed, a copy of which
I send.

Having furnished the Department this information
I will wait before proceeding further.

I have the honor, Sir, to be

Your obedient servant,

W.F. Powell.

Enclosure,

Affidavit of Mr. J.D. Metzger.

(Enclosure 1 in No. 446.)

AFFIDAVIT.

JOHN D. METZGER & CO. versus the GOVERNMENT OF HAITI
in Matters pertaining to a claim for BREACH OF CONTRACT.

I, John D. Metzger, a citizen of the United States of America, senior member of the firm of John D. Metzger & Co. in the city of Port-au-prince, Hayti, and in the city of New York, 15 Whitehall Street, declares and deposes as follows:

1. That the Government of Haiti has become a guarantor and principal in the transaction related in the "proces-verbal" of the Jacmel relief committee dated November 23rd, 1896, by endorsing and accepting the same purely and simply, and that the Minister of the Interior, then in office, has, at the Department of the Interior, given the deponent verbal notice of such acceptance or endorsement, and that the information or notice was corroborated by the then Minister of Finances, Mr. C. Fouchard, to the deponent.

2. That at no time, from the beginning to this date, has the Government of Haiti ever questioned or denied having endorsed the transaction in question and to have thus become the guarantor or principal to such transaction; that although continually pressed for a settlement during almost two years, never at any time and under any form has the least intimation been given that the Government of Haiti repudiated its participation in the premises as either guarantor or principal.

3. That my firm, in its letter of January 4th. 1897, addressed to the President of Haiti and his Council of Ministers, formally tendered the materials contracted for under the express plea: "The Council (Council of Ministers or Government) having sanctioned the transaction above referred to"; that the Government made no reply to that letter but instructed the Minister of Finance, Mr. A. Firmin,

to pay \$5000.- on account (see Mr. Firmin's letter dated January 1897) of the goods tendered, which offer of payment clearly and positively constituted an acquiescence, not a protest;

That the deponent thereupon finally accepted the pitiful apologies of the defaulting contractors in agreeing to deliver a first instalment of \$5000.- lumber against \$5000.- cash (see correspondence); that the defaulting contractors or guarantors subsequently devised a scheme to avoid paying anything, by proposing to take delivery of \$20,000.- of materials against payment of \$5000.- that the present Government of Hayti could under no condition be trusted with goods under similar circumstances, in the judgment of the deponent; that the attempt to obtain \$15,000 worth of material without payment was deemed an arbitrary and distinctly dishonest act by the deponent;

5. That the defaulters paid henceforth no more attention to the firm's letters and claims further than occasionally to retort that no lumber had been delivered by deponent's firm to the City of Jacmel and that consequently they would pay nothing.

Port-au-Prince, 5th. December 1898.

John D. Metzger.

(No. 51.)

Consulate General of the United States,
Port-au Prince, Haiti, December 5, 1898.

Subscribed and sworn to the undersigned Deputy Consul of the United States at Port-au-Prince.

In witness I have hereunto set my hand and affixed the seal of the Consulate-General at Port-au-Prince, this day and date above written.

Alexander Battiste,
U.S. Deputy Consul.

(SEAL)

No. 447.

Legation of the United States,

Port-au-Prince, Haiti, December 1, 1898.

Honorable John Hay,

Secretary of State,

Washington, D.C.

Sir:

In response to despatch No. 252, of September 14th. 1898, which I found awaiting my arrival, concerning the several cases of Mr. J.O. Metzger, pending before the Department, and the Legation, I have obtained the following information which the Department requested, viz.:

1st. The Mayor of cities in Haiti are elected by the Communal or City Council.

2nd. All judges are appointed by the President and serve for life.

3rd. Process-servers are appointed by the judges (magistrates)

4th. No process-server has a right to serve a judgment, until judgment has been rendered by the Court, and the same recorded within 48 hours. This was not done in the seizure of Mr. Metzger's goods.

5th. The Legislative Chambers pass and are responsible for all laws under which the Commune acts.

6th. The water supplied to the city of Port-au-Prince, is owned by the Government, the Commune acting only as agents.

I have called the attention of this Government to Department's instruction No. 252 of September 14th. In regard to the water facilities requested by Mr. Metzger of the Commune, I have received no reply as yet. Meanwhile his mill is closed, he has been compelled to suspend his lumber business, and close his office in New York, the machinery in his mill is rapidly going to ruin.

I enclose copy of a letter left by Mr. Metzger,
and copy of other papers.

I have the honor, Sir, to be,

Your obedient servant,

W.F. Powell.

Enclosure:

- 1 Copy of letter from Mr. Metzger.
- 2 Copy of letter to the Hon. Brutus S. Victor.
- 3 Copy of letter from the Hon. Brutus St. Victor.
- 4 Copy of reply to Hon. Brutus St. Victor.
- 5 Copy of letter from Mr. J.D. Metzger (This letter reached me after the despatch was written)

(Enclosure 1 in No. 447.)

PORT AU PRINCE, 6th Sept. 1898.

Hon. J.B. Texeira,

U.S. Vice-Consul-General,

Port-au-Prince

Sir:

Having received information which I believe absolutely reliable and trustworthy that Mr. Mathon, the City Magistrate, is tampering with the tribunals or courts of this community in dictating them what to do, I have just been at the City Hall (Hotel Communal) and asked of Mr. Mathon in person the communication of his official correspondence in general.

This he refused to grant me, in spite of the law, providing as follows:

Art. 79. "The budgets and accounts of the Communes as well as all other books of the City Administrations remain deposited at the City Hall (Hotel Communal) where every tax-payer has the right to examine them".

In face of this unlawful denial, depriving me of an important element of defense against the corrupt institutions of this country, I hereby enter my solemn protest against the action as above described and ask that you will kindly bring the incident to the notice of our Government.

I am, Sir,

Very respectfully yours,

John D. Metzger.

(Enclosure 2 in No. 447.)

No. 177.

Legation of the United States,
Port-au-Prince, Haiti, November 28, 1898.

Honorable Brutus St. Victor,
Secretary of State for Foreign Affairs,
Port-au-Prince, Haiti.

Sir:

Permit me to call your attention to the complaint of Mr. J.D. Metzger, relative to the supply of water requested by him of the Communal authorities of Port-au-Prince, Haiti. This request has been pending since November '97.

I have been informed by my Government, that the Honorable J.N. Leger, your Minister to the United States, assured the Department of State, (Washington), that the question of inadequate supply of water of which Mr. Metzger complained, would be adjusted within 24 hours. In a subsequent communication, that Mr. Metzger's request for an increased water supply had been granted.

Such, Mr. Minister, as you are aware is not the case, in consequence of this inadequate supply of water, Mr. Metzger has been compelled to close his mill, which has caused him a large pecuniary loss. I am therefore, instructed by my Government, to request that the Communal authorities of Port-au-Prince, grant to Mr. Metzger the requisite supply of water requested, but in granting this request, it will not be considered to waive any right that Mr. Metzger may possess of a claim for damages and loss in business on account of the enforced stoppage of his mill and the suspension of his business on account of the refusal of his request, by your Commune, for this supply of water.

I am also instructed to inform you that any attempt to dispossess him of the land upon which his mill stands, will be viewed by my Government in the spirit of

persecution on the part of your Government, in view of the pleasant relations that has always existed between our respective Republics, that such measures will cease during the pendency of Mr. Metzger's claim, or while it is being adjusted by our respective Governments.

Allow me, Mr. Minister, to renew to you again my high assurance and personal esteem.

Yours respectfully,

W.F. Powell.

Translation.

(Enclosure 3 in No. 447.)

Republic of Haiti.

Department of State
for
Foreign Relations.

Port au Prince, Dec. 2, 1898.

Mr. Minister:

I hasten to acknowledge receipt of your letter of November 28th last, relative to the supply of water requested by Mr. Metzger of the Communal Council of Port-au-Prince.

I have given my best attention to the information therein contained.

I would be greatly obliged to you, Mr. Minister, before opening any new discussion of that question of water, to wait until my Department receives from the Haitien Minister at Washington communication of the reply of the Honorable the Secretary of State, Mr. Hay, to his two last letters of the 5th. and 6th. of October.

In thanking you in advance for the perfect courtesy of Your Excellency, I beg you to accept the assurance of my high consideration.

The Secretary of State for Foreign Relations,

B. St. Victor.

Mr. W.F. Powell,

E.E. and Minister Plenipotentiary

of the Republic of the United States of America.

Enclosure 4 in No. 447.

No. 181.

Legation of the United States,
Port-au-Prince, Haiti, December 2, 1898.

Honorable Brutus St. Victor,
Secretary of State for Foreign Affairs,
Port-au -Prince, Haiti.

Sir:

Your favor of this date, relating to the request of
Mr. Metzger for greater water facilities, has been duly re-
ceived.

I note your request and cheerfully comply with
the same.

Accept, Mr. Minister, my deep regard and high
respect,

I have the honor, Sir, to be

Your obedient servant,

W.F. Powell.

Enclosure 5 in No. 447.

Port-au Prince, 6th Dec. 1898.

Hon. Wm. F. Powell,

Envoy Extraordinary and Minister Plenipotentiary,
Port-au-Prince.

Sir:

I beg permission to rectify an error in my recent statement concerning the appointment of proces-servers in Haytian courts, to wit:

In the courts of Justice of the Peace (Tribunaux de Paix), there are two classes of proces-servers, one termed "huissier exploitant" and the other "huissier audier". The first named huissiers are appointed by the justice of the peace, and the latter by the President of Hayti. In my case of illegal seizures without judgment the proces-server by name of Anecins Claude, was appointed by ex-President Hyppolite, on the 20th. November 1894. His commission, countersigned by the Minister of Justice, Ultimo St. Amand, bears the No. 128. He was removed from office a few weeks ago by President Sam, for illegal procedure in my case.

Very respectfully,

John D. Metzger.

Legation of Haiti,

Washington, December 9th, 1898.

Mr. Secretary of State:

Before replying to your note of the 30th ultimo concerning Mr. Metzger's water supply, and with a view to preventing any further misunderstanding, I beg you to permit me here to transmit to you, that it may be rectified, if necessary, a resume of the conversation which I had the honor to have with you on the 8th instant.

I gladly avail myself of this occasion to offer you, Mr. Secretary of State, the assurances of my highest consideration.

J.N. Leger.

Honorable John Hay,

Secretary of State,

Washington.

Memorandum accompanying Note of December 9th.

In his interview of December 8th with the Secretary of State, the Minister of Haiti said that his Government could not be held responsible for the disagreement between the hydraulic service and Mr. Metzger, inasmuch as that service was controlled by the Communal Council of Port au Prince, and was independent of the State; that the Secretary of State for Foreign Relations, in order to enable Mr. Metzger to have a larger supply of water, had caused a one inch connection to be allowed to him, while subscribers are entitled to pipes measuring but three-quarters of an inch; that the good officer of the Haitian Government ceased there; since the only thing remaining to be done was to have the work performed; that this work could not be begun, since the Communal Council and Mr. Metzger claimed, respectively, to be the creditors of one another, and neither was willing to incur the expense; that the Republic of Haiti could not undertake to act as a judge and decide which of the two contestants was a debtor, or not; that if Mr. Metzger cared for the interests of his establishment he might, even under protest, have incurred the expense necessary for repairing the pipes, and then have laid his grievances before the courts; that the courts alone, or arbitrators, might proceed to settle the accounts between the parties.

With a view to settling the whole difficulty, Mr. Leger proposed the following agreement: The Republic of Haiti should advance, according to the estimate already accepted, the amount necessary to repair the pipes of Mr. Metzger's establishment, and the dispute between the Communal Council and Mr. Metzger should be referred to a commission composed of one Haitian and one American. This Commission should ascertain whether Mr. Metzger or the Communal Council was the creditor, and if the communal council was found to

be the debtor, the commission should decide, if necessary, concerning the amount of damages which it should be compelled to pay to Mr. Metzger. In case of a disagreement, the commission should select an umpire.

Mr. Leger added that he would telegraph to his Government in order to secure authority from it to make this proposition officially, as soon as the Department of State should have informed him that it was prepared to accept it favorably.

Mr. Hay replied that he would study the question.

(L.S.)

Legation of Haiti,

Washington, December 13th. 1898.

Mr. Secretary of State,

I did not receive until the 3rd instant the communication which you did me the honor to address to me on the 30th of November last relative to the Metzger matters. As I propose to write to you soon on the subject of the water supply, I will now only consider the difference relative to the seizure and sale of the goods belonging to that American citizen by the Communal Council of Port au Prince.

While congratulating myself on the pleasant relations which it is my privilege to sustain with you, I regret as does the Department of State, that Mr. Day's absence renders it impossible to verify the object and scope of the interview which he was pleased to grant me; it is particularly unfortunate that those interviews were not reported in our correspondence, because, as weakness of memory seems common to all men, many misunderstandings would thus have been avoided.

Be the case as it may, and without wishing to insist upon differences or views which can but retard the settlement of our difficulties, I will beg you to remark that the extracts from your note of May 3rd are translated as literally as possible. The words "at present", which are not found in the quotation of one of your sentences, confirm the view which I have taken. I have always maintained that it had been decided that the Department of State was not to interfere for the present. I have never disputed your right to have recourse to diplomatic action in case Mr. Metzger, having applied to the courts for the redress of the injuries which he claims to have been caused him by the seizure and sale of his goods, should be the victim of a denial of justice. On the contrary, it appears from all my correspondence, that your intervention would be legitimate only if such denial of justice should be proved.

Admitting that the promise made by the Solicitor not to recommend intervention for the present was to be submitted to the approval of the Secretary of State, that approval explicitly results from the instructions transmitted to the United States Minister at Port-au-Prince subsequently to my interviews with Mr. Day; the Department of State, in explaining the note which it addressed to me on the 1st of June last, endeavors to belittle the importance of these interviews in the following passage of your note of November 30th:

"When, on the 31st of May last, you complained to Mr. Day that Mr. Powell demanded of the Haitian Government payment of Metzger's claim on account of the licenses, the Secretary of State telegraphed for information on this subject, not as to a claim for goods that had been seized and sold, but concerning an alleged claim for licenses which this Government had not authorized. This request for information was made, not for the reason which you now suppose--an alleged agreement which never existed--but because the Government proposed to devote more time to an examination of the question whether the claim for the seizure and sale of the goods should first be presented diplomatically".

There is a contradiction here to which I shall take the liberty to call your attention, and which gives evidence of some lack of accuracy in your remembrance. If, as you assert, the request for information had no reference to the claim for the goods which had been seized and sold, how could the object of that same request be to allow you more leisure to decide whether that ^{claim} ~~claim~~ should be presented diplomatically?

I find it difficult to understand, moreover, what can have led the Department of State into error so far as to induce it to believe, when I spoke to it concerning the case of Mr. Metzger's licenses, that some matter was concerned

other than the claim presented by Mr. Metzger for the seizure and sale of his goods. Aside from the question of the water supply, the Department of State has interested itself in Mr. Metzger's behalf only in the matter of the seizure of his goods for lack of payment for the license of his workmen. And in my notes I have always called this difference "the license case". It is, moreover, not probable that, while complaining of the steps taken by Mr. Powell in violation of an agreement concluded, I would have left Mr. Day under the impression that the matter in question was a difference not previously referred to between us. The request for information made by reason of my observations, could not, and in fact did not, have reference to anything but the case of the goods which had been seized and sold; this is confirmed by my note of the 3rd of June last, in which I alluded to the instructions which the Secretary of State was to send to Mr. Powell in regard to the license case.

In reality, when I made respectful representations to Mr. Day concerning the attitude of the United States Minister who, contrarily to our arrangement, persisted in claiming an indemnity for the seizure and sale of Mr. Metzger's goods, the Secretary of State not only did not dispute the fact that there had been such an agreement, but, by his note of June 1st, he informed me that he was going to make inquiries concerning the fact to which I had called his attention. I wrote to him on the 3rd of June for the purpose of thanking him in some manner for having promised me to send instructions designed to put a stop to the efforts that were being made by Mr. Powell, since Mr. Metzger could obtain from the courts redress for the damage which he claimed to have suffered. The Department of State, which is eager to point out the slightest mistakes, would certainly not

have failed to rectify this part of my note of June 3rd if it had not reproduced the real view entertained by the parties. On the 9th of June, however, you acknowledged the receipt of my note, without any protest or reservation in regard to my statement, which you consequently accepted. And on that same 9th of June, as if in order to leave no doubt concerning your intentions, you sent instructions to your representative at Port au Prince not to insist upon a settlement of the claims presented to my Government, reserving, in the Metzger case, the right to interfere only in case of a denial of justice. And, now, how can there be a denial of justice when Mr. Metzger has not yet applied to the Haitian courts ?

I cannot fail to remark that it in no wise appears from all the facts, and from your instructions to Mr. Powell, that you proposed to interfere primarily if the case required it, or if you were convinced that an appeal to our courts "would result in a mockery of justice".

Allow me, Mr. Secretary of State, to express my sincere regret on account of this last expression, which is in marked contrast with the kindly sentiments which you were recently pleased to express for my country. I cannot do otherwise than deplore this unjustifiable prejudice against the Judges of Haiti. They do not, indeed, lay claim to any monopoly of infallibility, but their decisions do not fear to be compared with those of other magistrates. When, after having exhausted all degrees of jurisdiction, Mr. Metzger shall have reported to you a decision that is manifestly illegal or arbitrary, you will doubtless be justified in speaking of a mockery of justice. Meanwhile, why prejudice the case ?

By allowing Mr. Metzger to seek, before the higher courts, redress for the injuries caused him by the decision of a justice of the peace, the lowest officer in our judicial

organization, the United States Government would simply act, in its relations with Haiti, in accordance with the principle which has constantly been upheld by its Secretaries of State, from Mr. Jefferson down. You will excuse me for reproducing here some of their instructions, which I find in Wharton (Digest of the International Law of the United States, vol. 2, section 241): "Although a government", says Mr. McLean, is bound to protect its citizens, and see that their injuries are redressed when justice is plainly refused to them by a foreign nation, yet this obligation always presupposes a resort, in the first instance, to the ordinary means of defense or reparation which are afforded in the country in which their rights are infringed, to which (whose?) laws they have voluntarily subjected themselves by entering within the sphere of their operation, and by which they must consent to abide. It would be an unreasonable and oppressive burden upon the intercourse between nations that they should be compelled to investigate and determine in the first instance, every personal offense committed by the citizens of the one against the other".

"The Department of State", adds Mr. Seward, "cannot give redress, in case of alleged action injurious to foreigners by inferior tribunals in the United States, until all means of legal revision or correction are exhausted".

"A claimant", continues Mr. Fish, "must exhaust his remedy before the local tribunals, when there are such, and when he is admitted to equal privileges in them, before he can claim diplomatic intervention".

"When the matter", says Mr. Davis, "is properly within the jurisdiction of the courts of a foreign government, the Government of the United States does not interfere, except when, after a diligent prosecution of all the remedies which the law of the country affords, it turns out that there has been a denial of justice to the party invoking its aid."

I should be very sorry, Mr. Secretary of State, to think that you would, without reason, refuse to the Republic of Haiti the benefit of the unvarying doctrine of your Government.

Thanking you sincerely for what your note contains that is flattering to myself individually, I gladly avail myself of the occasion to renew to you, Mr. Secretary of State, the assurances of my highest consideration.

J.N. Leger,

Honorable John Hay,

Secretary of State,

Washington.

DEPARTMENT OF STATE,

Washington, December 15, 1898.

No. 33.

Sir:

I have the honor to acknowledge the receipt of your note of the 9th instant, in which you enclose a memorandum of your interview on the 8th instant, when we discussed the subject of the controversy arising over the water supply to Mr. Metzger's mill

The memorandum states correctly what took place.

Accept, Sir, the renewed assurance of my highest consideration.

John Hay.

Mr. J. N. Léger,

etc., etc., etc.

Legation of Haiti,

Washington, December 30th, 1898.

Mr. Secretary of State:

In reply to the note which you were pleased to address to me on the 30th ultimo, in re Mr. Metzger's water supply, I beg your permission to rectify what seems to me to be a misunderstanding of the passage in my letter of October 6th, in which is reproduced an extract from my note of April 25th.

I cited that extract merely for the purpose of stating with precision the bearing of what had been agreed upon with the Department of State. I had added, moreover, that no engagement resulted therefrom, for my country, to have done, at its own expense, the work required by Mr. Metzger's establishment. The obligation of my Government consisted, and could only consist, in the interposition of its good offices to enable that American citizen to have the privilege of using more water. Of what, in a word, did he complain? He alleged that his establishment did not receive a sufficient supply of water. My Government, when its attention was called to this grievance, hastened to intervene, out of regard for the United States, and to induce the Communal Council of Port-au-Prince to furnish pipes of greater diameter to Mr. Metzger. There the steps taken by my Government were to stop, for it could not undertake to have the pipes made and pay their cost. And I must say that you have never claimed that the Republic of Haiti was under obligations to have made, at its own expense, the repairs that might be needed by Mr. Metzger's establishment.

It consequently seemed to me that an exchange of views would easily put an end to the existing misunderstanding. I therefore took the liberty to call upon you on the 8th instant, and to state: "that my Government could not be held responsible for the difference existing between the

hydraulic service and Mr. Metzger, that service being under the control of the Communal Council of Port-au-Prince, and being independent of the State; that the Secretary of State for Foreign Relations, in order to permit Mr. Metzger to have a larger supply of water, had caused a one-inch connection to be allowed to him, although subscribers are entitled to but $3/4$ of an inch pipe; that the good offices of the Haitian Government stopped there, for it only remained to have the work done; that said work could not be begun, because the Communal Council and Mr. Metzger each claimed to be the creditor of the other, and neither was willing to make the necessary outlay; that the Republic of Haiti could not constitute itself a judge and decide which of the two contestants was the debtor; that if Mr. Metzger cared for the interests of his establishment, he might, even under protest, have made the disbursements required by the repairs of his pipes, and then have laid his grievances before the courts; that the courts alone, or arbitrators, could proceed to settle the account between the parties."

In order to reconcile the conflicting interests, I suggested the following agreement: The Republic of Haiti should advance, according to repair the pipes of Mr. Metzger's establishment, and the controversy between the Communal Council and Mr. Metzger should be referred to a commission composed of one Haitian and one American. This commission should examine whether the Communal Council or Mr. Metzger was the creditor; and if the Communal Council was found to be the debtor, the commission should decide, if necessary, concerning the amount of the damages which it should be required to pay to Mr. Metzger. In case of a disagreement, the commission should select an umpire.

My Government having been pleased to authorize me

to make this proposition, I hasten to submit to you,^{it}
trusting that it will convince you of our sincere desire
to avoid anything that can be an onstacle to the development
of the cordial relations existing between the United States
and Haiti.

I gladly avail myself of this occasion to renew
to you, Mr. Secretary of State, the assurances of my
highest consideration.

J. N. LEGER.

Honorable JOHN HAY,

Secretary of State,

Washington.

No. 478.

Legation of the United States,
Port au Prince, Haiti, Jan. 4, 1899.

Honorable JOHN HAY,
Secretary of State,
Washington, D.C.

Sir:

I have just returned from a conference with the Hon. Brutus St. Victor, concerning Mr. Metzger's request for an additional supply of water for his mill, which has been pending since November '97.

The Foreign Minister offered to me a new proposition which I declined to accept. They desire or rather agree to furnish the increased water asked for, assuming the whole expense, thus ignoring the former contract, leaving the question of a settlement to the courts as to the indebtedness of Mr. Metzger to the commune, or the commune to him.

I informed the Honorable Secretary that my Government had sent to me implicit instructions to speedily settle this matter. I could not therefore discuss any other except that which had occupied the attention of the two Governments for some little time, that I requested simply put in force the agreement made by the Commune and Mr. Metzger, in which they agreed to furnish additional water to him, provided he paid the cost of laying the pipes, and other incidental expenses attending the same, which payment was to be deducted from the amount due him by the Commune. This was the only agreement I could consider, it was simply a matter of to which all parties agreed (a) That an agreement or contract had been made, which had been signed by each party, thus binding each to the contract; (b) The work was commenced and then suddenly stopped; (c) That the Commune was in debt to Mr. Metzger at the time. These were facts to which all the parties interested agreed, and needed no further verification. I requested therefore under the instructions received that this contract be carried out so made.

The Secretary informed me in return they would immediately take steps to secure the additional water, this of course was only oral. On my return I have written to him officially, in order to have his answer as a matter of record.

In the course of the interview he informed me that from later despatches received from the Hon. W. Leger, that the Department of State had agreed or was about to agree to submit the question to arbitration, and assess the amount of damages that Mr. Metzger has incurred through the closing of his mill. In reply, I stated that I had not received despatches to that effect from my Government, it was a matter I could not discuss until I had been informed by the Department of State; my instructions were limited to the request that they conform to the agreement already made, viz: an additional supply of water to Mr. Metzger's mill.

What Mr. Metzger's damages were for the closure of his mill I knew not, nor could this matter be discussed by me until my Government had been informed of the damages incurred to Mr. Metzger through the closing of his mill; instructions would then be sent me, which would govern my course, at which time I would be pleased to bring it to their notice. I neither had the right to claim damages or demand of them an indemnity. All that I could say was that my Government had instructed me that this matter was to be settled through its representative here.

The first case of Mr. Metzger, the seizure of certain goods, etc. the Department reserved to itself the settlement of in Washington.

I have since seen Mr. Metzger and informed him that the Government would take immediate steps to supply him with the necessary water, as requested by him, also that I would be glad to have him furnish me for this mail a detailed statement of his loss incurred in the closing of his mill here since June and his office in New York later,

so that I might be able to forward it with this despatch.

I will also enclose, if I receive it in time, a copy of the letter from the Hon. Brutus St. Victor in reply to mine of to-day.

I have the honor, Sir, to be,

Your obedient servant,

W.F. Powell.

Enclosures.

1. Copy of the letter sent to the Foreign Secretary.
2. Copy of letters from the Foreign Secretary containing correspondence from the Hon. N. Leger.
3. Copy of certain papers received from Mr. Metzger concerning damages.
4. Copy of reply of letter received from the Foreign Secretary.
5. Copy of letter from Hon. Brutus St. Victor.
6. Copy of reply to Hon. B. St. Victor.
7. Copy of note from Hon. Brutus St. Victor received January 9, 1899.
8. Copy of reply to above (No. 7) sent January 9, 1899.

Enclosure 1 in No. 478.

No. 205.

Legation of the United States,

Port-au-Prince, Haiti, Jan. 3, 1899.

Honorable Brutus St. Victor,

Secretary of State for Foreign Affairs,

Port-au-Prince, Haiti.

Sir:

From the personal interview had with you this morning, and as a matter of record for my Legation, I understand that your Government will at once, or as soon as the additional pipes can be laid, furnish Mr. Metzger with the water he has requested under the agreement made between the Commune of Port-au-Prince, to wit:

This additional water to be furnished by the Commune, he paying the cost of the same, that is the laying of the pipes and such other charges incurred in so doing, said sum to be deducted from the amount due by the Commune to Mr. Metzger. As the Communal Council is not in existence, the Commune being governed by Commissioners appointed by the President, your Government assumes the obligation of the late Communal Magistrate, and will supply to Mr. Metzger the additional supply requested by me. If I am in error in regard to the result arrived at in this interview, I will be glad for you to inform me.

Accept, Mr. Minister, my high regards and my personal esteem.

W.F. Powell.

Translation.

Enclosure 2 in No. 478.

REPUBLIC OF HAITI.

Department of State

for

Foreign Relations.

Port au Prince, Dec. 29, 1898.

Mr. Minister:

In thanking you in the name of my Government for the extreme courtesy with which you have kindly accepted that my Department should not reply to your despatch of November 28th last, No. 177, until after that it should have received certain documents from Mr. the Minister of Haiti at Washington, I have the honor to remit to you under this cover in communication copies of the letter and of the Memorandum addressed by Mr. J. N. Leger to the Honorable Mr. Hay of date of the 9th. of this month as well as that of the reply of the Department of State. These documents are relative to the question of the water in litigation between your citizen Mr. John Metzger and the Commune of Port-au-Prince.

Please accept, Mr. Minister, the assurance of my high consideration.

B. St. Victor.

His Excellency

Mr. W. F. Powell,

Envoy Extraordinary and Minister Plenipotentiary
of the United States of America in Haiti.

Translation.

Enclosure 2 in No. 478.

No. 372.

Washington, December 9, 1898.

Mr. Secretary of State:

Before replying to your letter of November 30th last relative to the affair of the water of Mr. Metzger and to the end of avoiding all new misunderstandings, I request permission to transmit herewith enclosed, to be corrected if there need be, the summary of the interview that I have had the honor to have with you on the 8th instant.

I seize with pleasure this occasion to renew to you, Mr. Secretary of State, the assurances of my very high consideration.

(Signed) J.N. Leger.

A true Copy.

~~For Copy-conferm--~~

(Signed) J.N. Leger.

NOTE ACCOMPANYING THE LETTER OF DECEMBER 9th.

In his interview of December 8th. with the Secretary of State, the Haitian Minister said that his Government could not be held responsible for the difference existing between the Hydraulic service and Mr. Metzger, that service being under the direction (relevant) of the Communal Council of Port-au-Prince and being independent of the State; that the Secretary of State for Foreign Relations, to permit Mr. Metzger to have a much larger quantity of water, had obtained that a one inch connection be granted to him, when their subscribers have only right to a 3/4 inch pipe; that there would end the good offices of the Haitian Government for it remains but to have the work executed; that this work could not be commenced; the Communal Council and Mr. Metzger respective claiming one to be the others debtor; neither one or the other would make the outlay; that the Republic of Haiti could not set itself up as a judge to decide which of the two disputants was or was not debtor, that if Mr. Metzger was anxious of the interest of his establishment he could have even in protesting make the expenses necessary for the reparation of the pipe, and then bring before the courts his grievances, that justice alone or arbitrators could proceed to the settlement of the account that there is to be made between the parties.

To conciliate all, Mr. Leger suggested the following agreement: "The Republic of Haiti to advance, conformable to the estimate already accepted, the amount for the reparation of the pipes of the Metzger establishment; and the difference between the Communal Council and Mr. Metzger should be deferred to a commission composed of a Haitian and an American. That Commission would search out to find whether Mr. Metzger or the Communal Council was the debtor; the Commission would decide if there be occasion on the amount of damage to interest, it (Communal Council) could be condemned in favor of Mr. Metzger In case of a tie

the Commission to name a third arbitrator."

Mr. Leger has added that he would telegraph to his Government to be authorized to make officially this proposition as soon as the Department of State shall make known that it was disposed to accept it favorably.

Mr. Hay has replied that he would study the question.

Rep-Copy

A true Copy.

(Signed) J.N. Leger.

Copy.

Enclosure 2 in No. 478.

Translation.

Department of State, Washington.

December 15, 1898.

Sir:

I have the honor to acknowledge the receipt of your note of the 9th instant, containing a memorandum of your interview of the 8th., interview in which we have discussed the question relative to the affair of the water of Mr. Metzger.

The memorandum sets forth exactly what took place.

Accept, Sir, the renewed assurance of my very high consideration.

(Signed) JOHN HAY.

A true copy and translation.

Signed) J.N. Leger.

Copy.

Enclosure 3 in No. 278.

CLAIM of JOHN D. METZGER & Co., PORT AU PRINCE, Haiti, and NEW YORK, U.S.A., against the Government of HAITI for denial of water to their Establishment, and the subsequent breaking up of their entire Business.

PRELIMINARY REMARKS. in accordance to rules prescribed by the Department of State, Washington, D.C. in a document entitled "CLAIMS AGAINST FOREIGN GOVERNMENTS".

RULE 1. Re refer to our letters to the U.S. Legation, dated November 18th, 1897, May 31st, 1898, June 13, 1898 and June 24th, 1898.

RULE 2. The claim is made in behalf of the firm John D. Metzger & Co., of which John Detlef Metzger and Gustav Hans Werner are members.

RULE 3. John D. Metzger is a naturalized citizen of the United States since July 3rd, 1876, and his domicile is Brooklyn, N.Y. and G.H. Warner is a native of the United States, domiciled in Brooklyn, N.Y.

RULE 4. Answered in reply to Rule 2.

RULE 5. No indemnification in whole or in part has been received.

RULES 6, 7, 8, 9, 10, 11. Not applicable to our case at present.

RULE 12. No Insurance on any of our property.

RULE 13. Naturalization paper of John D. Metzger, dated July 3rd, 1876, is herewith annexed.

RULE 14. Not applicable.

RULE 15. No counsel employed.

PREMISES TO THE CLAIM.

(1) Our firm started business in 1892 with a capital of \$25,000. In 1895-1896 it had accumulated \$25,000. profits,

thus possessing \$50,000. above all liabilities.

A statement to this effect, dated February 1st, 1896, was given out to interested parties, and to some Commercial Agencies in New York City.

(2) Our firm never engaged in speculation or illegitimate business.

(3) The capital presently engaged in our firm is:

Our capital and earning as stated in (2)	\$ 50,000.
Divers creditors (principally Americans)	<u>115,000.</u>
	<u>\$165,000.</u>

The firm owns, as an offset against the above capital:

Its rights in the factory and yard in Port-au-Prince, a plan of which has been sent the Department of State through our New York office;

And yards and sheds in each one of the following cities of Hayti: Aux Cayes, Jeremie, Petit Goave, Gonaives and Port de Paix, all laying idle;

Its book accounts of outstandings amounting to about \$25,000.;

A claim against the Government of Hayti for breach of lumber contract (damages about \$12,000.) which they repudiate;

About twomthousand dollars worth of merchandise;

No money.

(4) The value of the properties enumerated in (3) is entirely contingent upon the protection that our Government may or may not grant our enterprise in the peaceable and lawful pursuit of its business.

In their present condition these assets are costly burdens, fast deteriorating and eventually going to total destruction.

Outssandings in this country become next to worthless as soon as business is suspended, or reputed to be in trouble. And whereas in our case business will not and

bus shareholders in the minority, if not elected. Intending to discharge our debts honorably, we cannot hope, even under the best of circumstances to retain in the intended corporation even as much as a half interest. It would be unwise to continue the business in our own name, with the disadvantage of a tarnished though faultless commercial record, to say nothing of the malice, spite and hostilities that our firm and its members would encounter on every path, in this country, if the business be continued under its present form and firm-name. In a word, we have lost our business. We venture to hope, then, that the Department will view our case in the light as represented, and above all prevent further losses, vexations and possible complications by kindly disposing of the same at its earliest convenience.

THE CLAIM.

Machinery and contingent expenses	\$ 12,500.
Interest, commissions and charges attached to capital involved	18,040.
John D. Metzger, 18 months	6,000.
G.H. Werner 18 months	3,500.
G. Thompson, (Contract) 18 months	2,730.
J. Quinn (contract) 18 months	\$ 1,710.
Chs. Bourgeois (contract) 18 months	1,200.
Divers employees (paid off)	3,200.
Rents, Licenses, taxes, etc.,	4,600
New York Office (18 months)	4,500.
Merchandise lost in fire (see 9)	4,000.
Probable earnings (see 8)	20,000.
Contingencies	<u>2,000.</u>
Up to Jan. 15th. 1899, Dollars Gold	\$ 83,980

I, John D. Metzger, member of the American firm John D. Metzger & Co., at Port-au-Prince, Hayti, and the city of New York, U.S.A., herewith affirm that to my best

cannot reasonably be resumed in our name and rights, we consider our outstandings practically lost.

(5) The interruption and subsequent suspension of our business for want of water dates from early November 1897 and can, in the most favorable circumstances possible, only be remedied in four (4) months hence, namely in the early part of May 1899, such delay being strictly necessary for ordering and replacing boiler and engine, heavily damaged by salt and rust, and unsafe for operation; to recall from abroad, skilled labor for manipulating machinery; to reorganize the whole business, for which it is intended to form a corporation under the laws of the State of New York.

The interruption and suspension of our business will therefore be 18 (eighteen) months at least, provided our claim be adjusted and paid in full or in part not later than the 15th of this present month of January 1899. Any delay of final adjustment beyond this term of January 15th. must be added to the 18 months as computed above, and charged at so much per day. We respectfully submit to the appreciation of the Department of State that Two Hundred and Fifty Dollars (\$250.-) per day would not be an unfair demand for any further useless sacrifice of time and money that the Haytian Government may be disposed to inflict upon us after January 15th., as stated.

(6) The water now tendered in accordance with the repudiated contract of November 12th. 1897, does not in the least relieve our present position or stop any damages from going on; nor can it even do us any material good in case of fire as long as no machinery or steam-pump is available for use.

(7) Interruptions and partial suspensions in business are fully as ruinous as total suspension, because, while in the former event some earnings are made, full expense and wages go on, whereas in the latter case such expenses are reduced to a minimum. We had no more water in November 1897 than

we have now, this day, and therefore do not and cannot establish any difference between the first period of partial stoppage and the latter period of total stoppage.

(8) The probable earnings during eighteen months or more of interruptions and stoppage we cannot determine with any degree of accuracy because the factory, forming as it does the principal feature of our own business was just barely completed when interfered with as described and complained of, and therefore never had a proper opportunity. It is however the only establishment of its kind on the whole island of Hayti and Santo Domingo, and is appointed to turn out anything in the way of wood-work up to and including a stylish residence. There is plenty of work offered and at this very moment, for instance, we have the mortification to refuse, besides a multitude of similar orders, the construction and furnishing of some larger cottages and two dry-docks, which is a serious loss in itself.

(9) The merchandise burned December 28th to 29th 1897 in our yard, could and would, in our opinion, have been saved had our water tank been fairly supplied. As it was, pumping, from four hoses, had to be suspended about every half hour to let water enough in from the harbor that the injector might be able to reach it and convey it into the boiler for making steam. (See our letter to the United States Legation, May 31st 1898.) The fire, which destroyed the whole quarter of the city around our mill, thus gained on us and destroyed part of the property. May it be mentioned here, incidentally that our machinery was damaged on that very occasion for working with salt water.

(10) When this case shall have been finally disposed of and work resumed four months later, it is hoped, under the auspices of an American corporation, the role of the present members of the firm will have changed from that of masters and owners to subordinates, if elected to office, and to nothing

knowledge and belief the foregoing account of damages against the Government of Hayti, amounting to Eighty-three Thousand Nine Hundred and Eighty Dollars (\$83,980.-) per 15 January 1899, and \$250.- per day thereafter, if not settled on or before such date, is correct.

Port-au-Prince, Hayti, the 6th of January 1899.

John D. Metzger.

in firm:

John D. Metzger & Co.

To the
United States Legation,
Port-au-Prince, Hayti.

Consulate General of the U.S.
Port-au-Prince, Haiti, January 6, 1899.

Subscribed and affirmed to before me the undersigned
Deputy Consul of the United States at Port-au-Prince.

In witness whereof I have hereunto set my hand
affixed the seal of the Consulate General at Port-au-Prince,
the day and date next above written.

Alexander Battiste,

(SEAL.)

U.S. Deputy Consul.

Copy.

(Enclosure 3 in No. 478.)

UNITED STATES OF AMERICA.

MASSACHUSETTS DISTRICT : SS

TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME: GREETING

KNOW YE, That a Special District Court of the United States, holden at Boston, within and for the Massachusetts District, on the third day of July in the year of our Lord one thousand eight hundred and seventy-six.

JOHN D. METZGER

of Boston in said District, U.S. Consular Agent, born in Neubernd, Schleswig Holstein, Germany, having produced the evidence, and taken and subscribed the oath required by law, was admitted to become a citizen of the United States, according to the Acts of Congress, in such case made and provided.

IN TESTIMONY WHEREOF, I have hereunto set my hand

(SEAL)

and affixed the seal of said Court at Boston aforesaid, this third day of July A.D. 1876, and in the one hundredth year of the Independence of the United States of America.

Elisha Bassett,

Deputy Clerk of the United States District Court for the District of Massachusetts.

TRANSLATION

(Enclosure 4 in No. 478.)

REPUBLIC OF HAITI,

DEPARTMENT OF STATE
FOR
FOREIGN RELATIONS.

PORT AU PRINCE
January 4, 1899.

Mr. Minister:

I hasten to inform you that following the interview, that conformable to the desire that you have expressed to me in your despatch of the 2nd of this month, I have the honor to have with you this morning on the subject of the water pending between Mr. Metzger and the Communal Administration of this city, my colleague of the Department of Public Works has ordered to be commenced immediately the work on the new connection of water, of your citizen.

The quantity of water before served to the establishment of Mr. Metzger having been by him declared to be insufficient, there will be granted to him a pipe of one inch diameter.

Thus, as I have had to announce to you, Mr. Minister, the Haitian Government wishing to give to that of the United States a new proof of its friendly disposition has very kindly accepted to advance the expenses that must necessitate the execution of the work, until the reaching of the solution of the question at present between our two Governments. We have firm hopes that you will not fail to appreciate the spirit of conciliation that animates us in regard to your citizens, as well as our sincere desire to tighten the bonds of friendship that so happily united the two countries.

Please accept, Mr. Minister, the assurances of my high consideration.

B. St. Victor.

His Excellency
Mr. W.F. Powell,

Envoy Extraordinary and Minister Plenipotentiary
of the United States of America in Haiti.

TRANSLATION.

Enclosure 3 in No. 478.

REPUBLIQUE DE HAÏTI.

Department of State
for
Foreign Relations.

PORT AU PRINCE, Jan. 5, 1899.

Mr. Minister:

The despatch of the date of the 4th. instant that I have the honor to send you, with the present was already prepared to be addressed to you after the communication that I was to have made to-day (5) to the Council of Ministers, but as I perceive by your letter No. 205, of the date of yesterday (Jan 4th) dated by error January 3, 1898, that you make me speak in the name of the Commune of Port-au-Prince, - I think it is indispensable to observe to you that I have only spoken in the name of the Government in awaiting the settlement which is authorized party, of the difference existing between the Commune and Mr. Metzger, on the subject of the furnishing of the quantity of water that the latter claims. The Government moved in the circumstance by a spirit of conciliation of which it has more than once given proofs to your Government, will kindly advance the funds necessary for the execution of the work of the new connection of water that is to supply the establishment of your citizens.

Please accept, Mr. Minister, the assurances of my high consideration and of my personal esteem.

The Secretary of State for Foreign Relations,
B. St. Victor.

His Excellency

Mr. W.F. Powell,
Envoy Extraordinary and Minister Plenipotentiary
of the United States of America in Haiti.

Copy.

Enclosure 6 in No. 478.

No. 206.

Legation of the United States,

Port-au-Prince, Haiti, January 6, 1899.

Honorable Brutus St. Victor,

Secretary of State for Foreign Relations,

Port-au-Prince, Haiti.

Sir:

I have your favors dated January 4th and 5th, in which you state that your Government in a spirit of conciliation to mine, will immediately grant the additional supply of water to our citizen Mr. John D. Metzger, leaving the question to be settled by another tribunal.

I beg you to remember at the time of our personal interview, when you mentioned this new proposition, that I could not accept it, that my instructions were explicit, and limited to the proposition pending, viz., That Mr. Metzger was to pay the expenses of the same according to your Communal law, but that this expense was to be deducted from the amount due by the Commune to Mr. J.D. Metzger.

Upon these terms, my Government requests that your Government will comply with the same, not as a matter of conciliation to it, but as a matter of right to one of its citizens. I am therefore compelled to decline the additional supply of water upon the terms of the new proposition contained in your despatch, as being not in accordance with my instructions, as extract of which, I read to you at the time of our interview.

Accept, Mr. Minister, my high assurance and personal esteem,

W.F. Powell.

Translation.

Enclosure 7 in No. 478.

Republic of Haiti,

Department of State
for
Foreign Relations.

Port au Prince, Jan. 7, 1899.

Mr. Minister:

After the interview I had the honor to have with you on the subject of the water of Mr. Metzger, I had all occasion to believe that they had resulted from the loyal exchange of our views, an understanding that would put an end to the first point, of the complaint of your citizen under the reserve however, for the second point, of a manner of special settlement that I had taken the care to indicate to you, in submitting to you the note of the 9th. of December last, addressed by our Minister at Washington to the Honorable Mr. Hay, Secretary of State. But contrary to my expectation I perceive from the reading of your despatch of the 6th. of this month, No. 206, the existence of a misunderstanding that is easy to clear up with a little good-will.

I remember having proposed, simply in the course of our conversation of the 4th of this month, to have delivered to Mr. Metzger the quantity of water claimed for the service of his workshops, the Government proposing to itself, in a spirit of conciliation, which, unfortunately, has not been agreeable to you, to make the advance, of the expenses necessary for the execution of the work.

That value should, as you say very judiciously in your despatch before mentioned, to be deducted from that, that might be deducted from that which the Commune owes him, after however that the dispute pending between your citizen and that administration should have been decided by one having right.

But the care that you take to repulse the offer that, through deference toward the Federal Government, I had loyally submitted to you, refusal that nothing in our

attitude in regard to your citizens could have motivated proves to me that, far from progressing, the question has remained intact, before as after our interview of last Wednesday. I did think to be able nevertheless to infer, that in awaiting the answer of the Department of State, to the proposition contained in the memorandum of Mr. J.N. Leger addressed to the Honorable Mr. Hay, you would accept the MODUS VIVENDI that I had the honor to submit to you. Permit me, Mr. Minister, to express to you how profound has been my disappointment in perceiving that there is nothing of the kind, I dare still hope, that in the presence of these frank explanations that you will permit me to await the result of the proposition made to the Department of State, by our Minister at Washington, (proposition ~~posterior~~ prior to your instructions), in accepting the "MODUS VIVENDI" such as I submitted to you.

Please accept, Mr. Minister, the renewed assurance of my high consideration.

The Secretary of State for Foreign Relations,
B. St. Victor.

Monsieur W.F. Powell,

E.E. & Ministre Plenipotentiaire

des Etats-Unis d'Amerique a Port-au-Prince.

Copy
Enclosure No. 8 to No. 478.

No. 207.

Port-au-Prince, Haiti, Jan. 9, '99.

Hon. Brutus St. Victor,
Secretary of State for Foreign Relations,
Port-au-Prince, Haiti.

Sir:
I have your favor dated January 7th, '99, received by me this morning, in which you requested a further delay until such time that I should hear from my Government in reference to certain propositions submitted to it by your Minister.

I cheerfully agree to your request for a delay until the arrival of the mail due here on Wednesday next, if at that time I receive no further instructions from my Government I shall earnestly request on the part of my Government that the agreement made between the Commune and our citizen Mr. J.D. Metzger be carried into effect in accordance with the instructions that I have read to you at our interview.

I have no right, Mr. Minister, as stated to you in our interview, to discuss my new proposition, that may have a tendency to change the whole plan of this matter, thus committing my Government in advance to a proposition that it may not desire to entertain, especially when my instructions stated that this matter (the granting of additional water to our citizen Mr. Metzger) was to be adjusted with your Government through this Legation.

I am disappointed that this delay has to occur. I trusted that in this mail I could inform my Government that its request had been cordially acceded to by your Government, and that Mr. Metzger was in the enjoyment of the additional water.

I have been informed my Mr. Metzger that the

additional pipes that he was to furnish under the agreement with the Commune, are on his premises, subject to the Commune or the Government for this work.

Accept, Mr. Minister, my renewed assurance of personal esteem.

W.F. Powell.

No. 296. Ja

DEPARTMENT OF STATE,

Washington, January 7, 1899.

William F. Powell, Esquire,

etc., etc., etc.,

Port-au-Prince.

Sir:

I have to acknowledge the receipt of your No. 446, of the 1st ultimo, in regard to Mr. Metzger's claim against the Government of Haiti based on an alleged violation of his contract to furnish lumber to the Relief Committee of Jacmel.

In reply I have to say that the Department concurs in your view that the Haitian Government, by basing its denial of liability to Metzger and Company for lumber, on the ground that no lumber was delivered, is an implied admission of the existence of a contract and that it became a party to the contract; and corroborates the statement of Mr. Metzger, in his affidavit enclosed in your despatch, that the Haitian Government accepted the arrangement made; and its liability on said contract is further evidenced by its instruction to Mr. Firmin, the Minister of Finance, to pay \$5,000.00 on the lumber.

In view of these facts, the Department is of opinion that there is sufficient evidence of contractual liability to justify your use of good offices, as requested, unless the Haitian Government shall show by evidence that no such liability ever accrued, or that its relation to the transaction

transaction did not make it, in a legal sense, responsible
for a breach of the contract.

You may act accordingly.

I am, Sir,

Your obedient servant

David J. Hill,

Acting Secretary.

No. 300.

DEPARTMENT OF STATE,

Washington, January 13, 1899.

William F. Powell, Esquire,

etc., etc., etc.,

Port-au-Prince.

Sir:

I enclose copy of a note from the Haitian Minister at this capital, proposing a commission to adjust the differences between Mr. Metzger and the Communal Council of Port-au-Prince.

The Department is inclined to approve and accept Mr. Léger's proposition and is inclined to refer the matter to you, authorizing you to name some American in Haiti to act on the Commission. The Department is of opinion that the friendly advances of Mr. Léger ought to be met in like spirit and that this incident ought to be closed. The Department is not inclined to prolong the controversy when it can apparently be closed by the exercise of a spirit of conciliation and adjustment on reasonable terms.

But before taking any action on Mr. Léger's proposition the Department will await advices from you, and unless some good reason is shown why the matter should not be disposed of as above indicated, it will be so disposed of

I am, Sir,

Your obedient servant,

John Hay.

Enclosure:

From Haitian Minister, December 30th, 1899.

No. 488.

Legation of the United States,
Port au Prince, Haiti, January 17th, '99

Honorable John Hay,
Secretary of State,
Washington, D.C.

Sir:

I have the honor to inform the Department that I have this day settled the question of the additional water for Mr. Metzger's mill, as requested by him since November last.

The Government finally agreeing, through the Council of Ministers to whom the question was referred, to my proposition that the agreement be carried into effect, as made between Mr. Metzger and the Commune, he to pay the cost (\$81.25) of laying the pipe, and to furnish the same, the cost to be deducted from the amount due him from the Commune.

The amount of damages he is to receive for loss suffered through the closing of his mill, to be named by the Department.

I believe this matter can be satisfactorily adjusted. I have made no demand for damages. I await further instructions from the Department.

I also enclose all correspondence upon this subject.

I have the honor, Sir, to be,

Your obedient servant,
W.F. Powell.

1. Copy of letter from Hon. Brutus St. Victor.
2. Copy of reply to above letter.
3. Copy of letter sent to Mr. Metzger.
4. Copy of Mr. Metzger's reply.
5. Copy of letter from Hon. Brutus St. Victor.

Translation. (Enclosure 1 in No. 486.)

Department of State
for
Foreign Relations.

Port au Prince, January 17, 1899.

Mr. Minister:

I have the honor to inform you that in the course of the session of to-day, I have submitted to the Council of the Secretaries of State your proposition relative to the new water supply of Mr. Metzger.

It has resulted from the deliberations that the Haitian Government is still disposed to have executed the contract signed at the time, and on the request of your citizen, between the Commune of Port-au-Prince and Mr. John D. Metzger.

The Government only awaits a word from you to have commenced, to-morrow Wednesday, the work, and instead of a three-quarter inch pipe, the workshop of your citizen will be provided with a water pipe of one inch diameter.

Please accept, Mr. Minister, the assurances of my high consideration.

B. St. Victor.

His Excellency

Mr. W.F. Powell,

Envoy Extraordinary and Minister Plenipotentiary
of the United States of America in Haiti.

Enclosure 2 in No. 488.

No. 213.

Legation of the United States,

Port-au-Prince, Haiti, January 17, 1899.

Honorable Brutus St. Victor,

Secretary of State for Foreign Affairs,

Port-au-Prince, Haiti.

Sir:

I have your favor of this morning, informing me that at the Council of Ministers, whose meeting took place to-day, that the request made by my Government, that additional water be granted Mr. Metzger for mill purposes, according to the original agreement as made by the Commune and Mr. Metzger, he paying the sum of \$81.25 for the work, this amount to be deducted from that due him by the Commune and to furnish the pipes for the same (one inch), had been cheerfully acceded to on the part of your Government, and that work would be begun to-morrow (Wednesday), or as soon thereafter when you had received a reply to your communication on this subject.

On the part of my Government, I cheerfully accept the conclusion arrived at by the Council of Ministers at their session to-day, and join with you in the happy solution of this matter.

The question of damages that Mr. Metzger has suffered during the time his mill has been closed, has been left to the Department of State to inform you thereof.

I have informed Mr. Metzger to give your workmen access to his premises for the laying of this pipe.

Accept, Mr. Minister, my renewed expression of regard and esteem.

W.F. Powell.

Copy.

(Enclosure 3 in No. 488.)

Legation of the United States,

Port-au Prince, Haiti, Jan.17,'99.

Mr. John Metzger,

Port-au-Prince,

Haiti.

Sir:

I have been informed this morning by the Foreign Secretary, the Hon. Brutus St. Victor, that the Haitian Government, upon a request made to it, by the Government I have the honor to represent here, has granted the additional water for your mill, in accordance with an agreement made by you with the Commune of Port-au-Prince, you to pay the cost of laying the same (\$81.25), this amount to be deducted from that due you by the Commune, you also to furnish the pipes for the same.

You will greatly favor me by giving to their workmen access to your premises to lay their pipes and to make the necessary connections.

Respectfully yours,

W.F. Powell.

(Enclosure 4 in No. 488)

John D. Metzger & Co.,
Port-au-Prince, Haiti.

Cable address:

METZGER, Port-au-Prince.

PORT-AU-PRINCE, Haiti,
18th January, 1899.

Hon. W.F. Powell,

U.S. Minister, Port-au-Prince.

Sir:

I have the honor to acknowledge receipt of your letter No. 195, dated 17th inst., informing me that the Haytian Government has granted the additional water for which my firm had contracted with the Commune of Port-Au-Prince in November 1897, and that I am to receive it under the identical terms of such contract. Your instructions will be carried out to the letter.

Allow me to thank you, Sir, most sincerely for having thus established, beyond a doubt, the official recognition of our rights in the premises, and to express to your Legation my hearty appreciation of its constant efforts in behalf of American interests in this island.

I am, Sir,

Your obedient servant,

John D. Metzger,

in firm:

John D. Metzger & Co.

Translation.

(Enclosure 5 in No. 488.)

REPUBLIC OF HAITI.

Department of State
for
Foreign Relations.

PORT AU PRINCE, January 18, 1899.

Mr. Minister:

In acknowledging receipt of your despatch of the 12th of this month, by which you have kindly notified me of your acceptance of the solution adopted by the Council of the Secretaries of State in settlement of the question of the water of Mr. Metzger, - decision that I have had the honor to transmit by my communication of yesterday's date, - I confirm to you my preceding letters of the 4, 5, 6, and 17 January instant, relative to the same affair.

I hasten to inform you that my Colleague of the Department of Public Works, will be at once begged to order the execution of the work of laying the pipes.

Please accept, Mr. Minister, the assurances of my high consideration.

B. St. Victor.

His Excellency

Mr. W.F. Powell,

Envoy Extraordinary and Minister
Plenipotentiary of the United States of America
in Haiti.

No. 305.

DEPARTMENT OF STATE,

Washington, January 20, 1899.

William F. Powell, Esquire,

etc., etc., etc.,

Port-au-Prince.

Sir:

I have to acknowledge the receipt of your No. 478, of the 4th instant, reporting your discussion with the Haitian Minister of Foreign Affairs of Mr. Metzger's grievances.

Your action is approved as reported.

I am, Sir,

Your obedient servant,

John Hay.

DEPARTMENT OF STATE,

Washington, January 20, 1899.

No. 34.

Sir:

I take pleasure in informing you that I am in receipt of a cablegram from Mr. Powell, dated the 17th instant, saying that he had on that day settled the water case of Mr. Metzger as per agreement, and that the damages are left to the Department of State to adjust.

This evidence of the friendly disposition of the Haitian Government, which, is sincerely reciprocated by my own, is peculiarly gratifying and affords ground for the belief that the remaining question and the one of indemnity for the seizure and sale of Mr. Metzger's goods may also be amicably arranged in a manner consistent with justice to all concerned.

Accept, Sir, the renewed assurance of my highest consideration.

John Hay.

Mr. J.N. Léger,

etc., etc., etc.

No. 493.

Legation of the United States,

Port au Prince, Haiti, January 23, '99.

Honorable John Hay,

Secretary of State, Washington, D.C.

Sir:

I am glad to inform the Department that the Haitien Government has laid and made connection the necessary pipes within the premises of Mr. Metzger, thus giving to him the additional water requested.

Mr. Metzger has been unable to take advantage of this additional, on account of the damages to his machinery, some of which I have been informed must be replaced.

This he will be unable to do until the Department has passed upon the subject of his damages, and at least a greater portion of the same has been paid by this Government, before he can begin work.

I have the honor, Sir, to be,

Your obedient servant,

W.F. Powell.

No. 496.

Legation of the United States,

Port au Prince, Haiti, January 26, 1899.

Honorable John Hay,

Secretary of State, Washington, D.C.

Sir:

I have the honor to state in reply to despatch No. 300, of January 13th '99, enclosing a letter containing a proposition from the Hon. J.N. Leger, the Haitian Minister to the Department, in regard to the request of Mr. Metzger for additional water for his mill.

The Département will pardon me in stating, I think the proposition was one our Government could not accept,, happily though the matter to which the Honorable Minister refers has been settled between the Foreign Office and the Legation, leaving only the question of damages to Mr. Metzger to be adjusted.

Permit me briefly to state my reasons why the proposition made by the Honorable Minister could not be accepted by the Department. The Hon. Mr. Leger in all the claims of Mr. Metzger has endeavored to mislead the Department to the true facts of the case, has in each of the cases pending before the Department, sought to evade the responsibility of this Government, and has endeavored to make the Commune the principal in each case. I shall confine myself to the case in hand. I have contended and still contend, as my despatches to the Department will show, that the status of the Commune should not be considered, that the Government of this Republic was responsible for the action of its agents, and of its communalities, when such acts bore against citizens of other countries, that the Government was in duty bound to protect the citizens of such countries, residing within its territory, in all their rights and privileges, when they were debarred from the same by any act of agent, communality, or municipality, of they had the right to request their Government a redress of

the injury inflicted upon them, and if not redressed within a reasonable time, then the Government must be held responsible for the injury or injuries inflicted.

I admit, here, that the granting of additional water was a privilege that the Commune could grant or withhold at its pleasure, but after being granted could not be re-considered except good reasons were given for withdrawing the privilege. It is not, though, upon this point the Honorable Minister contends, he takes up the case from an entirely different point of view, in which he endeavors to place our Government in a false position, that we are requesting from this Government, and demanding as a right, that which we have never claimed. The facts of this case are simply as follows in which the Foreign Office and this Legation agree upon,

1st. That the Commune agreed to give Mr. Metzger the additional water.

2nd. An agreement was made that Mr. Metzger was to furnish the additional pipes that were to be laid.

3rd. That Mr. Metzger was to pay the cost of laying the same.

4th. That at the time the Commune was in debt to Mr. Metzger.

5th. That it was agreed on the part of the Commune that this sum for laying pipes was to be deducted from the amount due by it to him.

6th. Work was commenced under this agreement, and then suddenly stopped by some one.

There are indisputable facts, admitted by this Government, and needs nor arbitration or a commission to establish them.

To return to the note of the Hon. Mr. Leger, he states, "My Government, when its attention was called to this grievance hastened to intervene out of regard for the

United States, and to induce the Communal Council of Port au Prince to furnish the pipes of greater diameter to Mr. Metzger". He further adds, which is in conflict with the above, "There the steps taken by my Government were to stop, for it could not undertake to have the pipes made and pay their cost, and I must say that you have never claimed that the Republic of Haiti was under obligations to have made at its own expense, the repairs that might be needed by Mr. Metzger's establishment". I call the attention of the Department to the contradictions in the statements made above, (I have quoted them literally from the enclosed note of the Honorable Minister). In the one, the Commune was to furnish the pipe, in the other it was not right that they should do so, while the facts in the case are entirely different.

I have always stated in my communications to this Government as well as my own, that the pipes in question were to be furnished by Mr. Metzger, and again that Mr. Metzger was to pay for this work. We have never requested more than this. The Hon. Minister understands at least a part of these facts. I am giving him the benefit of the doubt that in the agreement he may not have known who was to furnish the pipe, but he did know that Mr. Metzger was to pay for the work, as he submitted the signed agreement to the Department in one of his communications to it.

No demands have been made by the Legation to have any repairs of any character done, to any of the pipes on Mr. Metzger's premises.

The Foreign Secretary in a personal interview with him stated that he understood that some of the pipes on his (Mr. Metzger's) premises needed the attention of the hydraulic office. I have studiously adhered to the instructions received and have refused to consider any other matter, but that the request of my Government "that additional

water be granted to Mr. Metzger, that I could not entertain any other proposition but that", if there were repairs to be made, Mr. Metzger must himself bear the expense thereof, without any intervention on the part of my Government, except an attempt be made by your agents to prevent him from so doing.

To return to the Honorable Minister's note, in this, as well as the other cases pending before the Department, the Hon. Mr. Leger seeks to make the Commune the principal. I have steadily maintained the Commune was simply the agent, delegated with certain powers, for a certain end, when these were accomplished its responsibility ended. No one knows better than the Hon. Mr. Leger that the water supply is owned by the Government, the hydraulic service is in the hands of the Commune.

He again states, "That if Mr. Metzger cared for the interests to his establishment, he might even under protest have made the disbursements required by the repairs of his pipes".

Another fact of which is well known to him, as he is or was a resident of this city, prior to his filling his present position as Haitien Minister, to our country, that no one is allowed to make repairs to their water pipes, but through the employees of the hydraulic office. It is a criminal offense to make any repairs whatever except through that bureau. Again all repairs must be paid for in advance before the work is entered upon.

It is useless to bring your grievance before the courts, as the case is prejudiced ere the trial commences, if you are not a native. If compelled to go to court it is better to suffer the loss than to have further losses inflicted upon you.

The Honorable Mr. Leger in his note repeatedly speaks of repairs. No repairs have been asked for, either

by Mr. Metzger or by myself. All that has been requested was the additional water, the pipes for Mr. Metzger, and which he had at the time upon his premises, finally all the points upon which the Honorable Minister has requested a Commission to be appointed has already been settled between the Foreign Office and this Legation.

There is but one thing remaining, that is to determine the amount of damage to which Mr. Metzger is entitled to, by the enforced closing of his mill. It is useless as the Honorable Minister would have the Department think, that the Commune is responsible for its acts.

The Commune is hopelessly bankrupt, if the Department determines that Mr. Metzger has incurred damages, through this cause, the Government of this Republic must be held responsible else Mr. Metzger will receive nothing.

Acting under the instructions given me, to adjust this matter, I have made a proposition to the Foreign Office, subject to the approval of the Department that a Commission of three persons be appointed, one to be named by the Haitian Government, one by the claimant (Mr. Metzger), the third by the Department.

This Commission to examine into the question of damages inflicted upon Mr. Metzger, and to submit their conclusions in writing to both Governments. I think this fair to all the parties concerned, as well as the simplest way to solve the difficulties that surround it.

My reason for naming three for this Commission is, two will not agree as to the facts, nor will they on the selection of the third member, even if they are agreed the whole case would have to be gone over again, causing great delay before a final adjustment is reached. This cannot occur, if our Government shall have the right to select the third member.

I trust, Sir, I am acting within the limits of my instructions in this matter.

According to instructions in last despatch, -
No. 300, I send to the Department the name of Mr. Anton
Jaegerhuber, an American, in the banking business here,
who I think will examine into the case fairly and on its
merits.

I have the honor, Sir, to be,

Your obedient servant,

W.F. Powell.

(Enclosure 1 in No. 496.)

No. 214.

Legation of the United States,

Port au Prince, Haiti, January 25, 1899.

Honorable Brutus St. Victor,

Secretary of State for Foreign Affairs,

Port au Prince, Haiti.

Sir:

I am very desirous to bring the case of Mr. Metzger for additional water to a close. Your Government has kindly acceded to the request made on the part of my Government, in the interest of its citizen, Mr. J.D. Metzger, for additional water. The pipes have now been laid and there remains only to be determined, to close this case, the amount of damages that Mr. Metzger is entitled, through the enforced closing of his mill on account of the inadequate supply of water. I therefore submit the following propositions:

1st. that the damages caused to Mr. Metzger by the enforced closing of his mill, on account of the inadequate supply of water, through the non-fulfillment of an agreement made between the Communal authorities and Mr. Metzger, be referred to a Commission or a Board of Arbitration to consist of three persons, said Commission or Board to be constituted as follows: The Haitien Government to select one, Mr. Metzger to name one, and the Government that I have the honor to represent, shall select the third.

2nd. This Commission shall be empowered to request Mr. Metzger to present to it the damages that he has incurred through the closing of his mill from the inadequate supply of water, and the non-fulfillment of the agreement made between the parties, the Commune on the one hand and Mr. Metzger on the other. They shall also be empowered to examine into the extent of such damage, both of a physical and moral nature, and shall after such an examination, shall determine the amount that should be paid on the part of the Government of Haiti to Mr. Metzger, for damages so incurred.

3rd. This Commission or Board of Arbitration shall meet within one week after the person named to constitute the same, have given their assent, in the city of Port au Prince, shall examine all books, papers, or such other evidence as may be submitted to them on the part of Mr. Metzger. They shall also receive from and on the part of the Haitien Government, its agent or agents, any evidence that it may introduce, why such claim should not be paid.

4th. This Commission or Board of Arbitration shall reduce the result of its decision to writing, a copy of which shall be furnished to the Haitien Government, and one to the Government of the United States.

5th. It is further agreed that both Governments shall be bound by the decision arrived at by this Commission and the result of their decision shall be carried into effect as soon thereafter as possible.

Mr. Minister, I think if your Government will agree to the same, we may soon arrive at a happy solution of a difficulty that has occupied the attention of our respective Governments, far too long.

Accept, Mr. Minister, the assurance of my high consideration.

W.F. Powell.

Translation. (Enclosure 2 in No. 496.)

REPUBLIC OF HAITI.

Department of State
for
Foreign Relations.

Port au Prince, January 31, 1899.

Mr. Minister:

I have the honor to acknowledge reception of your despatch of the 25th of this month, No. 214.

In announcing to me that conformable to the agreement arrived at between us, the pipes claimed by Mr. Metzger as necessary for his workshops had been laid, you have had the obligeance to submit to me a proposition tending to put an end to the controversy to which has given cause the controversy existing between your citizen and the Communal Administration of Port au Prince.

The first part of that proposition being the fundamental base on which reposes the four others, it is to its examination that it is necessary, I think, to apply more especially.

You request me to defer the question of the indemnity claimed in favor of Mr. Metzger to a Commission composed of three members, the first to represent the Government of the United States, the second to be designated by Mr. Metzger and the third left to the choice of the Haitien Government. This conception of the Court of Arbitration present, permit me to make you observe the serious inconvenience, that I will enumerate as follows: 1st. Of three members, your Legation disposes in advance of two votes, and the Haitien Government of only one; 2nd Mr. Metzger would be thus admitted to be, at the same time, judge and party. The cause of your citizen would not be difficult to triumph before a Court of that composition. That however, your Legation holds to make to figure in the Commission a defender of the interests of the claimant, it would seem to be equitable to call therein a representative of the adverse party, that is to say, of the Communal Administration.

But no! Our two Governments having been apprised of the question, it is in my opinion preferable to leave to their wisdom the care to take a decision, without the participation of the parties in litigation, the more so that the first result obtained cannot but encourage us in that course.

It is for why I take the liberty to give you cognizance of a communication that has just ^{been} transmitted to me by our Minister Plenipotentiary at Washington. Mr. J.N. Leger telegraphs to me that the Honorable Mr. Hay has very kindly received favorably the proposition of an arbitration contained in the Note which accompanied his despatch of December 9th last, addressed to the Department of State.

Since that you have received communication of that Note, I will ask of you the permission of recalling to you the terms. Our Minister at Washington has had the honor to propose to the Honorable Secretary of State to "defer the affair to a Commission composed of a Haitien and an American. This Commission will seek which, Mr. Metzger or the Communal Council is the creditor, and if the Communal Council be recognized the debtor, to fix on the damage interest to which it may be condemned in favor of Mr. Metzger. In case of a tie, the Commission will name a third arbitrator".

On that basis I am quite disposed to come to an understanding with you on the terms of the protocol to be established between your Legation and this Department.

I would be obliged to you to make known your decision in that regard ?

Please accept, Mr. Minister, the assurance of my high consideration.

HB. St. Victor.

(Enclosure 3 in No. 496.)

No. 216.

Legation of the United States,

Port au Prince, Haiti,

February 1, 1899.

Honorable Brutus St. Victor,

Secretary of State for Foreign Relations,

Port-au-Prince, Haiti.

Sir:

I have the honor to state that I have received your note in answer to mine of January 25th, 1899, concerning Mr. Metzger's claim.

Permit me to call your attention to the following passage of my note, which is repeated in yours of this date, would make the propositions submitted to you, by me have the appearance of unfairness, my desire being that this claim shall be considered fairly and justly by the Commission on the evidence presented by Mr. Metzger on the one hand and by your Government on the other, why the claim for damages should not be paid.

Under the propositions submitted my Government in the selection of the Third. This member would be the arbiter having the casting vote in all matters in which the other members were unable to agree. I thought by this means we could easily arrive at an equitable adjustment of this matter.

In your reply, allow me to say, I find the order of selection is reversed to that stated, which changes the personnel of the Commission, giving to it the appearance of unfairness, to the detriment of your Government. This may appear to be a small matter, but I think it wise to call your attention to it at this time, while it is fresh in your mind.

Permit me to beg your indulgence in replying to your communication until I can hear from my Government, to whom I have transmitted the proposition made by me, and your counter-proposition.

Accept, Mr. Minister, the assurances of my high respect and consideration.

W.F. Powell.

DEPARTMENT OF STATE,

February 7, 1899.

William F. Powell, Esquire,

etc., etc., etc.,

Port-au-Prince.

Sir:

I have to acknowledge the receipt of your Nos. 493 and 494, of the 23rd ultimo, relative to the claims of Mr. Metzger against Haiti.

In reply I have to say that when you returned to Haiti after your leave of absence last summer, you were furnished with the printed rules governing the presentation of claims to the Department, in order that Mr. Metzger might prepare any memorials he might wish to present, setting forth any claim for damages and the grounds thereof, and the proofs of values, and the amounts of damages claimed. The Department cannot determine the validity or amount of such claims unless it is placed in possession of the various items and the proofs thereof, making up the amount of damages claimed in any particular case.

The Department is of opinion that enough has already been shown to establish the illegality of the seizure and sale of his goods for license taxes. But the proofs have not been filed showing the actual commercial value at Port-au-Prince of the goods so seized and sold. These proofs must be supplied.

The validity and the amount of any claim against Haiti on account of the inadequate water supply have never been passed on by the Department. Nor can be they until Mr. Metzger files a memorial with the Department in compliance with the aforesaid rules and observations.

I am, Sir,

Your obedient servant

John Hay

No. 527.

Legation of the United States,
Port au Prince, Haiti, March 8, 1899.

Honorable JOHN HAY,
Secretary of State,
Washington, D.C.

Sir: In reply to despatch No. 214 of February 7th, concerning the claims of Mr. Metzger for losses incurred by the seizure and sale of certain of his goods by Haitian officials and losses also incurred by the refusal on the part of this Government to grant to him an adequate supply of water for the operation of his mill, I have the honor to state that when in Washington during my late leave of absence, (Sept. '98) I was informed by the Department that the claim of Mr. Metzger for the unwarrantable seizure of his goods June 26, 1897, was to be settled by the Department at the request of the Haitian Government.

Prior to that time I had furnished the Department copies of all papers bearing upon the claim on file in the Legation (see my No. 19, of August 31 and Department's reply No. 19, September 15, 1897), among which papers was a statement from Mr. Metzger of the cost of the material seized &c. Since that time I have nothing to add, as I understood from the instructions received that the Legation had nothing further to do with this claim.

In regard to the water claim, as soon as Mr. Metzger returned (Nov. 25th '98) I gave to him a copy of the printed rules furnished me by the Department.

In conformity with those rules Mr. Metzger made out a statement of the loss he had suffered, supporting it with his affidavit, as specified by the rules. This with the accompanying papers were sent to the Department in despatch No. 478, of January 4, 1899, enclosure No. 4 being

the statement of loss and affidavit.

I will be glad to furnish copies of these papers if the Department so desires.

I have requested Mr. Metzger to furnish me his bill of damages, and affidavit to the same of the seizure case, also a duplicate of his statement and affidavit in the water claim, which I have the honor to enclose.

I have the honor, Sir, to be

Your obedient servant,

W.F. Powell.

Enclosure:

1. Statement and affidavit of loss sustained in seizure of goods June 24, 1897.
2. Statement and affidavit of loss sustained in water claim.
3. Copy of Naturalization Papers.

Office of the Clerk of the United States
District Court.

District of Massachusetts.

BOSTON, March 27, 1899.

David J. Hill,

Assistant Secretary,

Department of State, Washington, D.C.

Sir:

In reply to your inquiry of March 25, will say that
our records show the naturalization of John D. Metzger
on the third (3rd) day of July, 1876.

Very respectfully,

Frank H. Mason.

Clerk.

CLAIM.

of John D. Metzger & Co., Port au Prince, Hayti, and New York, N.Y., U.S.A., against the Government of Hayti, for illegal seizures.

STATEMENT.

in accordance to rules prescribed by the Department of State Washington, D.C., in a document entitled: "Claims against Foreign Governments".

Rule 1. We refer to our report to the U.S. Legation dated August 26th, 1897, and to a letter addressed to the Honorable William R. Day, Secretary of State, Washington, D.C., under date of August 20th, 1898, the former comprising all original documents in the case. We claim Twelve Hundred Dollars (\$1200) with legal interest from June 24th 1897 till settlement, and an indemnity for the debasement of our commercial reputation, which indemnity we respectfully leave to the appreciation of the Department of State.

Rule 2. The claim is made in behalf of the firm John D. Metzger & Co., of which John Detlef Metzger and Gustav Hans Werner are members.

Rule 3. John D. Metzger is a naturalized citizen of the United States since July 3rd, 1876, and his domicile in Brooklyn, N.Y., and Gustav Hans Werner is a native of the United States, domiciled in Brooklyn, N.Y.

Rule 4. The claim belongs to John D. Metzger & Co. solely and absolutely.

Rule 5. No indemnification in whole or part has been received.

Rules 6, 7, 8, 9, 10, 11, 12. Not applicable in our case.

Rule 13. Naturalization paper of John D. Metzger, dated July 13th, 1876, is herewith annexed.

Rule 14. Not applicable.

Rule 15. No counsel employed.

I, John D. Metzger, member of the American firm John D. Metzger & Co., of Port au Prince, Hayti, and the City of New York, N.Y., U.S.A., hereby affirm that to my best knowledge and belief the foregoing claim of Twelve Hundred Dollars and interests for seized goods, and an indemnity for several damages sustained, is just and correct.

Port au Prince, Hayti,
the 7th March, 1899.

John D. Metzger,

In firm:

John D. Metzger & Co.

No. 15. Consulate General of the United States
Port au Prince, Haiti, March 9th, 1899.

Affirmed and subscribed before me the Undersigned Deputy Consul of the United States at Port au Prince, this Ninth day of March, 1899.

In witness whereof I have hereunto set my hand and affixed the seal of the Consulate General of the United States at Port-au Prince, the day and date next above written.

Alexander Battiste.

U.S. Deputy Consul.

(Enclosure 2 in No. 527.)

Duplicate.

1.

CLAIM.

of John D. Metzger & Co., of Port au Prince, Hayti, and New York, N.Y. U.S.A., against the Government of Hayti for denial of water to their establishment and the subsequent breaking up of their entire business.

Preliminary Remarks.

in accordance to rules prescribed by the Department of State, Washington, D.C., in a document entitled: "Claims against foreign governments".

Rule 1. We refer to our letters to the U.S. Legation dated November 18th 1897, May 31st, 1898, June 13th, 1898 and June 24th, 1898.

Rule 2. The claim is made in behalf of the firm John D. Metzger & Co., of which John Detlef Metzger and Gustav Hans Werner are members.

Rule 3. John D. Metzger is a naturalized citizen of the United States since July 3rd, 1876, and his domicile is Brooklyn, N.Y. And G.H. Werner is a native of the United States, domiciled in Brooklyn, N.Y.

Rule 4. Answered in reply to Rule 2.

Rule 5. No indemnification in whole or part has been received.

Rules 6, 7, 8, 9, 10, 11. Not applicable to our case at present.

Rule 12. No insurance on any of our property.

Rule 13. Naturalization papers of John D. Metzger, dated July 3rd, 1876, are herewith annexed.

Rule 14. Not applicable.

Rule 15. No counsel employed.

Enclosure 3 in No. 527.

UNITED STATES OF AMERICA.
MASSACHUSETTS DISTRICT, ss.

To all people to whom these presents shall come,-
Greeting. Know ye, That a special District Court of the
United States, holden at Boston, within and for the Massachu-
setts District, on the third day of July in the year of
our Lord one thousand eight hundred and seventy-six.

John D. Metzger,
of Boston in said District, U.S. Consular Agent, born in
Neubernd, Schleswig Holstein, Germany, having produced the
evidence, and taken and subscribed the oath required by law,
was admitted to become a citizen of the United States, ac-
cording to the Acts of Congress, in such case made and pro-
vided. In Testimony whereof, I have hereunto set my hand
and affixed the seal of said Court at Boston
(SEAL. aforesaid, this third day of July, A.D.1876,
and in the one hundredth year of the Independ-
ence of the United States of America.

Elisha Bassett, Deputy Clerk of the
United States District
Court for the District
of Massachusetts.

PREMISES TO THE CLAIM.

(1) Our firm started business in 1892 with a capital of \$25,000. In 1895-1896 it had accumulated \$25,000 profits, thus possessing \$50,000 above all liabilities. A statement to this effect dated February 1st, 1896, was given out to interested parties and to some commercial agencies in New York City.

(2) Our firm never engaged in speculation or illegitimate business.

(3) The capital presently engaged in our firm is:

Our capital and earnings as stated in (2)	\$50,000
Divers Creditors	
(Principally Americans)	115,000.
	<hr/>
	165,000

The firm owns as an offset against the above capital:

Its rights in the factory and yard in Port au Prince, a plan of which has been sent the Department of State through our New York Office;

And yards and sheds in each one of the following cities in Hayti:

Aux Cayes	Jercinie
Petit Goave	Gonaives

and Port de Paix, all lying idle;

Its book accounts of outstandings, amounting to about \$25,000;

A claim against the Government of Haiti, for breach of lumber-Contract (damages about \$12,000) which they repudiate;

About ~~two~~ ^{thousand} dollars worth of merchandise;
No money.

4. The value of the properties enumerated in (3) is entirely contingent upon the protection that our Government may or may not grant our enterprise in the peaceable and lawful pursuit of its business. In their present condition these assets are costly burdens, fast deteriorating to total destruction.

Outstandings in this country become next to worthless as soon as business is suspended, or reputed to be in trouble. And whereas in our case business will not

and cannot reasonably be resumed in our own name and rights we consider our outstandings practically lost.

(5) The interruption and subsequent suspension of our business for want of water dates from early November 1897 and can in the most favorable circumstances possible only be remedied in four (4) months hence, namely in the early part of May 1899, such delay being strictly necessary for ordering and replacing boiler and engine, heavily damaged by salt and rust, and unsafe for operation; to recall from abroad, skilled labor for manipulating machinery; to reorganize the whole business, for which it is intended to form a corporation under the laws of the State of New York.

The interruption and suspension of our business will therefore be 18 months (eighteen) at least, provided our claim be adjusted and paid in full or in part not later than the 15th of this present month of January 1899. Any delay of final adjustment beyond this term of January 15th must be added for the 18 months as computed above, and charged at so much per day. We respectfully submit to the appreciation of the Department of State that two hundred and fifty dollars (\$250.) per day would not be an unfair demand for any further useless sacrifice of time and money that the Haytian Government may be disposed to inflict upon us after January 15th, as stated.

(6) The water now tendered in accordance with the repudiated contract of November 12th 1897, does not in the least relieve our present position or stop any damages from going on; nor can it even do us any material good in case of fire as long as no machinery and steam pump is available for use.

(7) Interruptions and partial suspensions in business are fully as ruinous as total suspensions, because while in the former event some earnings are made, full expenses and wages go on, whereas in the latter case such expenses are reduced to a minimum. We had no more water

in November 1897 than we have now, this day, and therefore do not and cannot establish any difference between the first period of partial stoppage and the latter period of total stoppage.

(8) The probable earnings during eighteen months or more of interruptions and stoppage we cannot determine with any degree of accuracy because the factory forming as it does the principal feature of our business, was just barely completed when interfered with as described and complained of, and therefore never had a proper opportunity. It is however the only establishment of its kind on the whole island of Hayti and San Domingo, and is appointed to turn out anything in the way of woodwork up to and including a stylish residence. There is plenty of work offered and at this very moment, for instance, we have the mortification to refuse, besides a multitude of smaller orders, the construction and furnishing of some six larger cottages and two drydocks, which is a serious loss in itself.

(9) The merchandise burned December 28th to 29th, 1897 in our yard, could and would, in our opinion, have been saved had our watertank been fairly supplied. As it was, pumping from four hose, had to be suspended about every half hour to let water enough in from the harbor that the injector might be able to reach it and convey it into the boiler for making steam! (See our letter to U.S. Legation May 31st. 1899) The fire, which destroyed the whole quarter of the city around our mill, thus gained on us and destroyed part of the property.

May it be mentioned here, incidentally, that our machinery was damaged on that very occasion for working with salt water.

(10) When this case shall have been finally disposed of and work resumed four months later, it is hoped under the auspices of an American corporation, the role of

the present members of the firm will have changed from that of masters and owners to subordinates, if elected to office, and to nothing but shareholders in the minority, if not elected. Intending to discharge our debts honorably, we cannot hope, even under the best of circumstances, to retain in the intended corporation even as much as a half interest. It would be unwise to continue the business in our own name, with the disadvantage of a tarnished though faultless commercial record, to say nothing of the malice, spite and hostilities that our firm and its members would encounter on every path, in this country, if the business be continued under its present form and firm name. We venture to hope, then, that the Department will view our case in the light as represented, and above all prevent further losses, vexations and possible complications by kindly disposing of the same at its earliest convenience.

THE CLAIM.

Machinery and contingent expenses	\$12,500
Interest, Commissions and charges attached to capital involved	18,040
John D. Metzger: 18 months	6,000
G.H. Werner: 18 months	3,500
G. Thompson: 18 months	2,750
J. Quinn: 18 months	1,710
Chs. Bourgeois: 18 months	1,200
Divers Employees paid off	3,200
Rents, Licenses, Taxes, etc.	4,600
New York Office: 18 months	4,500
Merchandise lost in Fire (See 9)	4,000
Probable earnings (See 8)	20,000
Contingencies	2,000
Up to January 15th, 1899 Dollars Gold	<u>\$83,980</u>

I, John Metzger, member of the American firm John D. Metzger & Co., at Port au Prince, Hayti, and the city of New York, U.S.A., herewith affirm that to my best knowledge and belief the foregoing account of damages against the Government of Haiti, amounting to Eighty-three Thousand Nine Hundred and Eighty Dollars, (\$83,980.) per 15th January 1899, and \$250. per day thereafter, if not settled on or before such date, is correct.

Port au Prince, Hayti, the 6th of January, 1899.

(Signed) JOHN D. METZGER.

in firm:

(Signed) JOHN D. METZGER & Co.

To the United States Legation, Port au Prince, Hayti.

No. 1. Consulate-General of the United States,
Port au Prince, Hayti, January 6, 1899.

Subscribed and affirmed to before me the undersigned Deputy Consul of the United States at Port au Prince

In witness whereof I have hereunto set my hand and affixed the seal of the Consulate General at Port au Prince, the day and date next above written.

Alexander Battiste,

U.S. Deputy Consul. (SEAL)

DEPARTMENT OF STATE,

Washington, April 3, 1899.

No. 36.

Sir:

I have the honor to acknowledge the receipt of your note of the 30th of December last in regard to Mr. Metzger's water supply and to say in reply that the Department has taken under careful consideration the proposition contained in your note that "the controversy between the Communal Council and Mr. Metzger should be referred to a commission composed of one Haitian and one American. This Commission should examine whether the Communal Council or Mr. Metzger was the creditor; and if the Communal Council was found to be the debtor, the Commission should decide, if necessary, concerning the amount of the damages which it should be required to pay to Mr. Metzger. In case of a disagreement, the Commission should select an umpire.

In view of the differences existing between the two Governments, arising out of the illegal seizure and sale of Mr. Metzger's goods for license taxes, and out of the failure of the Haitian Government to afford him an additional water supply pursuant to the diplomatic agreement of the two Governments, the proposition made by you is not deemed sufficiently comprehensive to afford that final and complete solution of those differences, which is so desirable, in view of the friendly relations existing between the two Governments.

This Government can accept nothing less than an arbitration of all the said matters in controversy. It would regret to be constrained to determine finally the question of liability

Mr. J. N. Léger,

etc., etc., etc.

liability and to fix upon an indemnity to be paid, in each of said cases. In its opinion, the determination of the whole controversy by an arbitral tribunal affords the best mode of solution, since it will be competent for that tribunal to investigate and decide all the facts and all questions of law involved in the two cases, and render an award, whatever it may be, in accordance with the demands of justice.

With a view of hastening the termination of the controversy, our Minister to Haiti has been instructed to bring the matter to the attention of the Haitian Government, with the view of coming to an agreement for arbitration and the appointment of the arbitrators.

accept, Sir, the renewed assurance of my highest consideration.

John Hay.

No. 580.

Legation of the United States,

Port au Prince, Haiti, June 17, 1890.

Honorable

John Hay,

Secretary of State,

Washington, D.C.

Sir:

In accordance with instructions from the Department, I communicated to the Foreign Secretary, Mr. Brutus St. Victor, the views of the Department concerning the Lumber Claim of Mr. Metzger.

In a subsequent interview the Foreign Secretary requested that I would accede to his request, and submit the question or claim to arbitration. In reply I stated to him that I was compelled to refuse his request, that my instructions in regard to this claim were explicit, and that I was not at liberty to disregard them, stating also to him that there was nothing to arbitrate upon, as all the facts in the case they had admitted.

1st. That the Council of Ministers had appropriated a certain sum to rebuild the burned district in Jacmel;

2nd. That Mr. Metzger was to furnish the lumber, and that a contract had been made with him to that effect.

3rd. That his predecessor, Mr. Firman acknowledged the validity of this contract, in offering to make part payment for the same which was not accepted by Mr. Metzger as the payment was to be made in full upon the delivery of the lumber, that Mr. Metzger had performed his part of the contract, but the Government had failed to perform theirs, that Mr. Metzger had not asked for damages, but only reimbursement for the cash loss he sustained by the Government not adhering to the contract made.

Finally, that my Government after reviewing the case, having had all the papers before it, had instructed me to inform his Government that this claim was one in which

it felt the exercise of "good offices" should be availed of, by requesting of his Government to pay a just claim to one of its citizens. In view of these instructions I could not consent to have it referred to arbitration being in violation of those instructions, concluding with a request to him to speedily adjust this claim.

Upon his departure I addressed to him a communication requesting payment of the claim. I am now awaiting an answer to the same.

I have the honor, Sir, to be

Your obedient servant,

W.F. Powell.

(Enclosure 1 in No. 580.)

No. 244.

Legation of the United States,

Port-au-Prince, Haiti, April 26, 1899.

Honorable Brutus St. Victor,

Secretary of State for Foreign Affairs,

Port au Prince , Haiti.

Sir:

I am instructed by my Government to state to you concerning the claim of Mr. J.D. Metzger, for Lumber under a contract to be furnished by him to the Jacmel Relief Committee it thinks that Mr. Metzger has fully established to the satisfaction of the Department of State, that a contract existed between your Government and Mr. Metzger for the furnishing of this lumber, and its liability on said contract is further evidenced by its instructions to Mr. Firmin the Minister of Finance, to pay to Mr. Metzger the sum of \$5,000.- on the lumber.

In view of the facts set forth, my Government is of the opinion that there is sufficient evidence of contractual liability to justify it to request your Government to settle this claim.

Accept, Mr. Minister, the assurances of my
deep consideration.

W.F. Powell.

(Enclosure 2 in No. 580.)

No. 255.

Legation of the United States,

Port au Prince, Haiti, June 10, 1899.

Honorable Brutus St. Victor,

Secretary of State for Foreign Affairs,

Port au Prince, Haiti.

Sir:

Permit me to call your attention to a despatch No. 244, dated April 26, 1899, to which I have as yet received no answer.

The case I refer to is the claim of Mr. Metzger for lumber furnished to the Commune of Jacmel, under a contract in which your Government became a party thereto.

1st. In making an appropriation through the Council of Ministers under which ~~this~~ contract was made.

2nd. In the tender of a portion of the money in payment thereof by your predecessor, the Honorable Mr. Firmin. MY Government holds this contract to be binding and the claim of Mr. Metzger should be met. I am, therefore, instructed by the Honorable Secretary of State, Mr. Hay, to again call your attention to this claim of Mr. Metzger and to request of you the payment of the same, as my Government is fully convinced that this claim is one that it should prefer this request to you.

Allow me, Mr. Minister, to express to you my high consideration and cordial esteem.

W.F. Powell.

Duplicate

Translations for
use in preparation
of briefs

For use

Water case

of the works to be constructed upon the property of

Mr. Metzger,

Quai Street.

Works of embankment.

319 feet of piping, furnished by him, valued at 0.25 \$79.75

Furnishing connector and lockout, 2.00

Total, \$81.75

Prepared November 12, 1897,

by the Chief of the Bureau.

(Signed) E. ULYSSE.

N. B. The person for whom the draft of specifications are drawn up should return it signed and sealed to the Chief of Bureau who will make them final upon the payment of above sum.

L No. 1.
Duplicate.

Port au Prince.

Department of Water Works.

Draft of specifications

of the works to be constructed upon the property of

Mr. Metzger,

Quai Street.

Works of embankment.

319 feet of piping, furnished by him, valued at 0.25 \$79.75

Furnishing connector and lockout, 2.00

Total, \$81.75

Prepared November 12, 1897,

by the Chief of the Bureau.

(Signed) E. ULYSSE.

N. B. The person for whom the draft of specifications are drawn up should return it signed and sealed to the Chief of Bureau who will make them final upon the payment of above sum.

Translations.

Document No. 3.

Port au Prince,

November 19, 1897.

Hon. W. F. Powell,

Embassador Extraordinary and

Minister Plenipotentiary of the United States,

Port au Prince.

Sir:-

From the information which has been kindly furnished me by Mr. Mathon, it seems proven that it is not a contract of water that has been refused Mr. Metzger, but an inch water connection that he demands, contrary to the regulations which provide that to private individuals only three-fourth inch connections can be furnished.

It is easy for you then to conclude from these explanations that Mr. Metzger can not exact as a right that which can only be ~~granted~~ granted as a special favor.

Please accept, Sir, the assurances of my sincere regards.

(Signed) Solon Mènes.

Document No. 7.

On the 4th of October, 1897, by authority of the Communal Administration of Port-au-Prince, represented by Mr. Etienne Mathon, Communal Judge, residing in said City, I, Azor Prénélus, recognized Bailiff, sworn in and enrolled upon the Registry of the Civil Courts of this City, place of my legal residence, gave notice in the name of law and Justice, to Mr. John D. Metzger, manufacturer, residing in said City, and with his legal residence outside the jurisdiction of the Republic, at his house, personally notifying him to, without delay, (inasmuch as the provisions shall be made to conform legally to the law by those who execute the same. Civil Code, Art. 925), pay to the Collector of the Commune, Mr. Turenne Michaud, or to me, Bailiff, instructed to receipt in full, the sum of 700 piastres, for rental due the 30th of September last, of Communal lands situated in the District of the "Croix des Bossales" and adjoining the Wharf, which he occupies as tenant, according to the lease made between him and my client on the 12th of November, 1897.

Declaring to him that failing to do so after the second notice the lease will be cancelled according to provisions made in such lease. It is understood that in default of a year's payment in advance the present lease can be canceled and the Commune has the right to retake possession without further notice.

That Mr. Metzger may not plead ignorance, ~~WHICH~~ after stating these facts, I left him a copy of the present notice, which cost one piastre.

(Signed) A. Prénélus,

Registered at Port-au-Prince, Oct. 5, 1897, folie 581/582,
Vol. 2716, of Register Z, No. 3 of Judicial Acts.

(Signed) E. D. Coicou,
Le Dteur Ppal de l'Enregt.

Viewed. By authority of the Commune,

(Signed) Cyrus Saurel.

Document No. 8.

LIBERTY.

EQUALITY.

FRATERNITY.

No. 1856.

Republic of Haiti.

Port-au-Prince, April 30, 1898, 95th Year of Independence

The Communal Judge of Port-au-Prince,

To Messrs. John D. Metzger & Co., Merchants,
City.

Gentlemen:-

Mr. J. J. Audain, having come to an understanding with the Communal Administration, and having consented to replevin the goods seized by his request, I authorize you to turn over to him, after deducting your claims, the taxes due the Commune amounting to one thousand three hundred and sixty-six Dollars, according to the following detailed account:

1.	For a licence of a foreign merchant,	\$ 300.
2.	License for two clerks, a \$75,	150.
3.	Rental of land,	700.
4.	Rental of other land,	36.
5.	Licence for two lighters, a \$16,	32.
6.	Do for one foreign mechanic,	60.
7.	Do for four foreign carpenters, a \$16,	64.
8.	Rental of a third farm, (Bauregard),	24.
Total,		<u>\$1366.</u>

Accept, Gentlemen, the assurances of my highest esteem,

(Signed) Mathon.

A true copy,

(Signed) S. S. Faubert, Secretary of the Council of the Commune of Port-au-Prince.

A true copy,

Jules Lizaire,

Chief of the Bureau of the Department of Foreign

Relations.

Mr. J. D. Metzger,

To the Commune of ~~HAÏTI~~, Port-au Prince,

Dr.

1898.

April 30. For a Licence of a foreign merchant,	\$ 300.
Licence for two clerks, a \$75,	150.
Farm of land, for the year 1897-8,	700.
Another farm of land, 1897-8,	36.
Licence for two lighters a \$16,	32.
Licence for a foreign mechanic,	60.
Licence for four foreign carpenters a \$16,	64.
Another tract of land (Bauregard),	<u>24.</u>
	<u>\$1266.</u>

A true copy,

(Signed) Michaud,

Collector for the Commune.

Mr. J. D. Metzger,

To the Commune of Port-au-Prince,

Dr.

1898.

November 22, For the Licence for conducting his
business granted to foreign merchants,
for the year 1898-1899,
in accordance with the stipulations
between the American and Haitian Govt., \$ 150.00 - 150.

1899.

November 24,	Same for the year, 1899-1900,	150.
	Licence for using two lighters, for the year, 1898-1899,	32.
	Same for the use of same for 1899-1900,	<u>32.</u>
		\$ 364.

A true copy,

(Sgd) Michaud,

Collector for the Commune.

Document No. 10.

Mr. J. D. Metzger,

To the Commune of Port-au-Prince,

Dr.

1898.
October 1, For a farm of land, from Oct. 1, 1898 to Sept. 1, 1899.

There appears a lease of land from Oct. 1, 1896. 1yr. \$700.

1899.

October 1, For the same land, Oct. 1, 1899 to Oct. 1, 1900, 700.

For another tract of land May 6, 1898 to May 5, 1899,

There appears a lease from May 6, 1897, One year, 20.

For the same land from May 6, 1899 to May 5, 1900, 20.

June 1, For another tract of land, occupied without lease, 1899 36.

Jan. 1, For the same land, 1900, 36.

Jan. 1, For another farm (Bauregard) occupied without
lease,
~~xxx~~, one year, 1899,

24.

\$ 1536.

A true copy,

(Signed) Michaud,

Collector for the Commune.

Document No. 12.

On June 30, 1898, by authority of the Communal Administration of Port-au-Prince, represented by Mr. Etienne Mathon, Communal Judge, I, Pétion Excelent, recognized Bailiff, sworn in and enrolled upon the registers of the Court of Justice of this Capital, Section South, place of my residence, gave notice in the name of the Republic, Law and Justice, to Mr. John D. Metzger, foreigner, manufacturer, legal residence outside the jurisdiction of the Republic, residing actually at Port-au-Prince, at his house personally notifying him to pay to Messrs. Thales Luly and J.J. Audain, in conformity with a judgment upon which an execution was issued, obtained by the latter, the sum of 700 piastres, the amount of a year's rental of the Communal land, situated in this City, in the District of the "Croix des Bossales," and adjoining the Wharf, and after the conditions inserted in the lease agreed to by the Communal Council the 12th of November, 1897. 1°. During the six years of the lease Mr. John D. Metzger will pay to the Commune the sum of 700 piastres a year, payable in advance at the beginning of each year. 2° It is understood that in default of payment of one year's rental in advance, after two notices have been given to the lessee, the present lease can be canceled and the Commune can take possession of the property without further notice.

Mr. John D. Metzger failing to comply with the present notice within eight days, the lease shall be canceled and the Commune shall retake ~~the~~ possession of the property.

That Mr. Metzger may not plead ignorance, after stating these facts to him personally, I left him a copy of the present notice, which cost one piastre.

(Signed) Pétion Excellent.

Registered at Port-au-Prince the 30th of June, 1898, fol.

481/482, Vol. 2070, of Register A, No. 4 of Judicial Acts.

(Signed) E. D. Coicou,

Le Dteur Ppal de l'Enregt.

Viewed. By authority of the Commune.

(Signed) C. Saurel.

Document No. 13.

Port-au-Prince, June 7, 1898.

Mr. Mathon,

Communal Judge.

Sir:-

I attempted to see you this morning and it was so warm that in spite of myself I was provoked at not doing so.

After seeing Messrs. Metzger & Co. for you this morning and explaining all the difficulties between them and the Commune, they refused positively to accept the manner of payment proposed to them by you and based, you say, upon the compensation.

As for me, I regret that neither you nor he can come to some understanding upon the subject of the affair referred to, and I repeat, as always, the sincerity of my highest esteem.

(Signed) Francois. Vs. Hilaire,

Attorney, etc.

A true copy,

(Signed) Jules Lizaire,

Chief of the Bureau, Dept. of Foreign Relations.

Document No. 15.

LIBERTY

EQUALITY.

FRATERNITY.

Republic of Haiti.

LEASE OF LAND.

Between the Communal Council of Port-au-Prince, represented by Mr. Etienne Mathon, Communal Judge, of the first part, and Mr. John D. Metzger of the second part, to effect and regulate the conditions of occupation and possession of the land situated in this City in the section of "La Croix des Messales and adjoining the Wharf, which is under the control and the administration of the Commune, the following conditions are made:

1st. The said land, as it is higher, eighteen feet upon the street called Jean Bernard, East side, eighty-five feet on the South, ninety-three feet North and twenty feet East. It is bounded on the North by the property occupied by Madame Gera Déjean; the South by that ceded to Mr. John D. Metzger; and the East by the Street called Jean Bernard, and on the West by several streets. This land is given in the name of Mr. John D. Metzger for the space of six years from May 6, 1897 to May 5, 1903.

2nd. At its expiration the present lease can be renewed for the same period.

3rd. During the six years of the lease Mr. Metzger will pay to the Commune the sum of twentydollars per year, the amount to be payable in advance.

4th. It is understood that in default of the payment in advance of a year's rent and the present lease, after giving two notices, can be lawfully canceled and the Commune can take possession of the property without resorting to any other formality

5th. The tenant has not the right to transfer his lease except with the consent of the Communal Council, who in this case will accept the transfer and make out a new lease to the tenant who shall take his place.

Not observing these provisions gives the full right to

nullify the concessions made above.

6. The present rules and conditions are made in conformity with the right given to the Commune by the Law of the Communal Council.

Done at the Hotel Communal, the third of June, 1897, in the 94th year of the Independence.

After having been read to us, we have signed these presents with the lessee.

(Signed) John D. Metzger,

Mathon.

A true copy,

S.S. Faubert, Secy. of the Communal Council of Port-au-Prince.

Port-au-Prince, June 24, 1898.

Hon. W. F. Powell,

E. E. and Minister Plenipotentiary of the U.S., of America

Sir:-

I have the honor to acknowledge the receipt of your communication of June 21, No. 128.

In thanking you for your letter I hasten to remark that we are not at all in accord upon the assertion you make in this letter and above all in the words contained in the following sentence, "Comme vous le savez", as you know."

In fact, I knew nothing of any water difficulty between the Commune and Mr. Metzger except through your letter of May 30th in which you saw fit to tell me of the correspondence exchanged between you and my Honorable predecessor, a correspondence of which I have been unable to find a trace at the Department.

Accept, Honorable Mr. Secretary, the assurances of my highest esteem.

(Signed) B. St. Victor.

Port-au-Prince, 19, 1899.

We the undersigned, residents of Port-au-Prince, District of the "Croix des Boissales," certify that during the said drought the quantity of water which supplied this City was reduced to at least one-half, and, in view of this unavoidable occurrence we never believed ourselves authorized to make any protest against the Water Works.

We certify, moreover, that seeing the lack of water in the District, our connections have never gone beyond the three-fourth inch pipe.

In proof which we make this said affidavit for the benefit of those whom it may concern.

(Signed) H. Acoque, General L. Guillaume,
Barthole Vidal, Fanny Thébaud,
Louis Audain, Jr., J. J. Audain,

Port-au-Prince, Nov. 17, 1899, 96th Year of Independence

We, a Justice of the Peace of the Capital, certify that the above signatures are those of, 1, Horace Acoque, 2, General Neuville Guillaume, 3, Mr. Barthole Vidal, 4, Mrs. Fanny Thébaud, 5, Mr. Louis Audain, Jr., and 6, Mr. John Joseph Audain.

In proof of which we issue the present affidavit ^{for the} to benefit of those whom it may concern.

(Signed) P. J. Jacques.

Port-au-Prince, Nov. 18, 1899.

We hereby certify to the signature of Citizen Pauléma Jean-Jacques, a Justice of the Peace in the Capital, Section North, subscribed above.

(Signed) A. Dyer, Dean of the Civil Court
of this District.

Port-au-Prince, Nov. 18, 1899.

By order of the Secretary of the Department of Justice we certify to the legality of the above signature of Mr. A. Dyer, Dean of the Civil Court of this District.

(Signed) E. Delandès, Chief of Division.

Port-au-Prince, November 20, 1899.

We certify to the signature of Mr. Deslandes, above, Chief of the Division of the Department of Justice,

(Signed) Léonce Madiou, (Par délégation)
Chief of Division.

Consulate General of the United States,

Port-au-Prince, Haiti, Nov. 21, 1899.

I, Alexander Battiste, Deputy Consul at Port-au-Prince, do hereby certify that Léonce Madiou, whose signature appears appended to the certificate above is the chief of Division of the Department of Foreign Relations of the Republic of Haiti and that his said signature is known to me to be that of his own hand properly attested by his seal of office.

Witness my hand and seal of office hereto affixed the day and year above written.

(Signed) Alexander Battiste,

U. S. Deputy Consul.

Document No. 29.

LIBERTY.

EQUALITY.

FRATERNITY.

REPUBLIC OF HAITI.

Port-au-Prince Oct. 15, 1898

95th year of Independence.

The Communal Judge of Port-au-Prince:

Honorable Mr. Secretary of State:

Sir:

I am in the possession of your communication of the 14th instant in which you demand explanation desired by Mr. J. N. Leeger, concerning the water agreement of Mr. Metzger and upon the transaction between the Commune and Messrs. Iuly and Audain concerning the seizure of Mr. Metzger's goods and valuables.

In my letter of June 15th I told you that Mr. Metzger owed the water works the sum of \$81.00 for seven months assessments, - \$60.00 for dues in arrears up to Nov. 1897, and \$21.00 falling due from November 1897 to June 1898. These facts are exact. In 1897 Mr. Metzger bought a house from Mr. Marius Jean Bernard, situated on Bel-air street, forming the corner of his establishment. Mr. D. Jean Bernard, was agent of the Commune for the land on which the house was built. The lease was by consent of Mr. Bernard transferred to Mr. Metzger (dans le bail global) whereof the rents were due.

By the Act of this sale and the transfer accepted by the Commune for the sole ^{purpose} of hastening the commercial enterprise of last Mr. Metzger this ~~successor~~ named became responsible for the expenses of the property.

For the water pipe which supplies the house with water, Jean Bernard owed the water-works \$60.00 Mr. Metzger having refused to pay this expense was summoned before the Justice's Court, Section North, but awaiting that the question to settle itself, the water-works company who has the rights according to Law and Regulations of Article 13, to cancel Mr. Metzger's contract accepted the assessments of the current months and took

in fact, pay up to the month of October 1897, leaving in reserve the account of \$60.00 , a favor generally refused to other members and, this with the sole motive of hastening the progress of his establishment.

To convince you of the truth of this, I send you a copy of bill made by Mr. Bernard, now belonging to Mr. Metzger and as such noted on our books.

I hope these explanations will suffice to set aside the pretensions of Mr. Metzger who found in me a true friend when he submitted his project of building a commercial establishment and who, since that time, has searched for any pretext to quarrel with the administration which I direct.

The vast land that I conceded to him cancelling several former leases goes to prove of my desire to assist him.

I then believed I had to deal with one of those Americans who hopes to make his fortune by hard labor and honest transactions!

Relating to the second point in your letter I cannot better respond than by enclosing copy of the letter addressed to Mr. Metzger the 30th of last April, No. 1850, and the copies of the two summons upon Mr. Metzger for the 18th and 30th of June of this year.

Accept Honorable Mr. Secretary of State, my most earnest salutations.

(Signed) Mathon..

Document No. 60.

Port au Prince,

January 4, 1897.

To the President of the Republic of Haiti,

Through his Council, the Secretaries of State

Mr. President:-

Messrs. The Secretaries of State:

We have just concluded with the Aid Committee of Jacmel a contract to deliver materials of construction to the amount of \$20,000 (gourde) an amount which the Council of Secretaries of State voted for the fire victims of this Town.

The Council having authorized the above mentioned transaction, the materials were ordered and have arrived. We would like to deliver them without delay, so that we may get a receipt therefor and avoid the perils that these merchandise are subject to, being exposed in every way and of an inflammable nature.

This is why we have the honor to urge you to put the amount question at our disposal so that we may commence to deliver the materials.

Deign to accept, etc.,

(Signed) John D. Metzger & Co.

COMPANY OF INDEPENDENT FIREMEN.

We, the undersigned, Members of the Administrative Council of the Company of Independent Firemen of Port-au-Prince, certify that on the night of December 28, to December 29, 1897, a fire broke out on Grand Street, devastating nearly all the quarter adjoining St. Joseph's Church, extending in close proximity to the Place Vallière and in the immediate neighborhood of Messrs/Metzger & Co's. manufactory.

(Signed) Ch. Germain, Commander, Duquerrouette, Secretary.
Ernest Chief of Material,
Pétion Décatrel, Treasurer. Pétion Garescher,

Ernest Goldmann, A Coupet, J. Blain, D. Volcy,
S. Milien, Eug. X. Mondésier, Lascase Alphonse,
F. Chs. Mevs, Chief Mechanic. Instructor.

We, Secretary of the Interior Department and of the General Police, certify and swear that the aforesaid signatures are those of the Members of the Administrative Council of the Company of Independent Firemen of Port-au-Prince.

(Signed) T. Auguste.

I hereby certify to the legality of the signature of Mr. Tancredi Aguste, Secretary of the Interior Department and of the General Police.

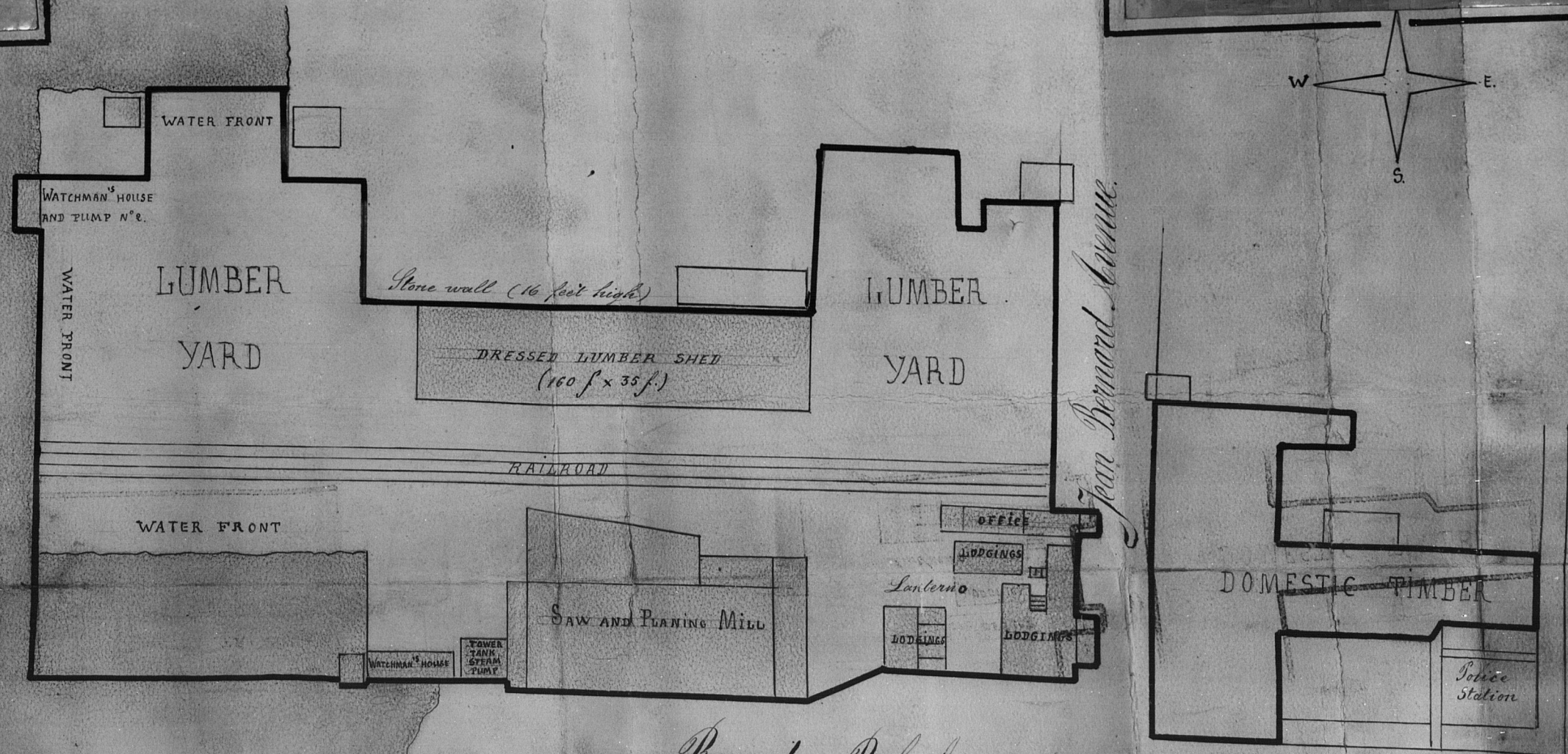
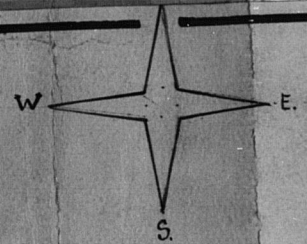
(Signed) B. St. Victor,

Secretary of Foreign Relations.

Port-au-Prince,

January 20, 1900.

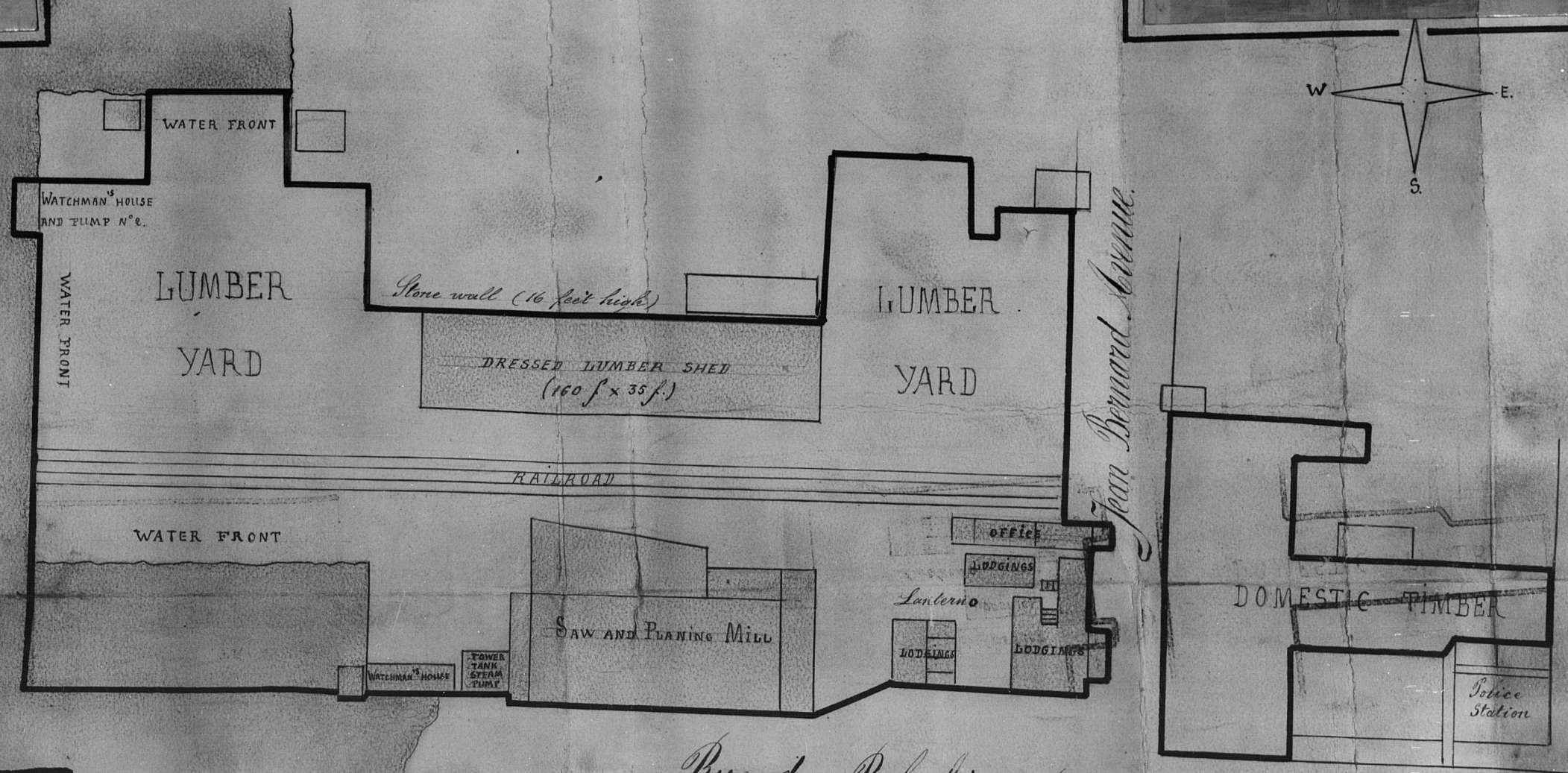
Plant of John D. Metzger & Co. in Port-au-Prince, Hayti



S.S. EIDER
Iron hull of 1200 tons
BELONGING TO THE FRANT

Rue du Bel Air (Bel Air St.)

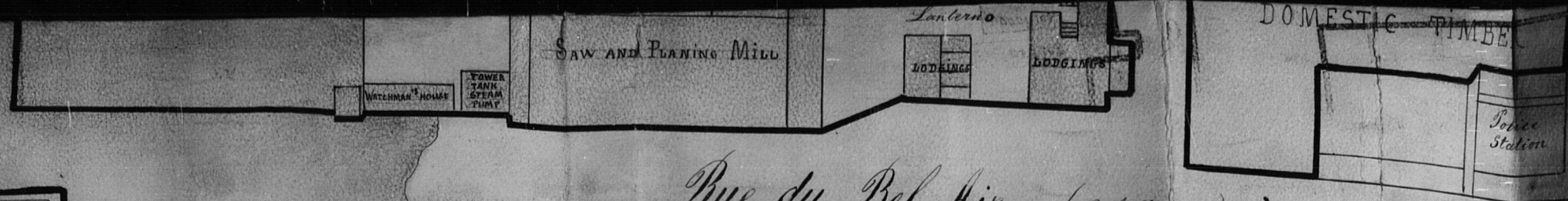
*Plant of John D. Meitger & Co.
in Port-au-Prince, Hayti*



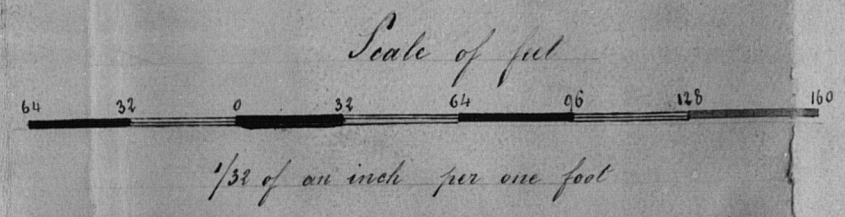
Rue du Bel Air (Bel Air St.)

Rue du Quai (Water St.)

DER
1200 tons
THE FRONT

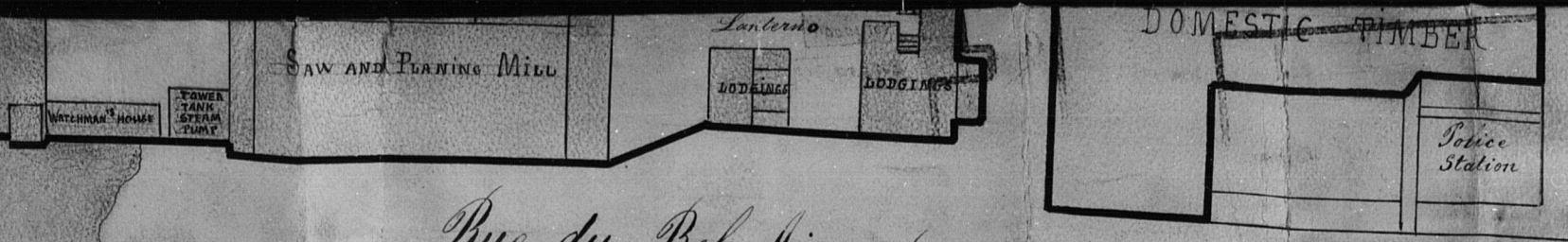


Rue du Bel Air (Bel Air St)



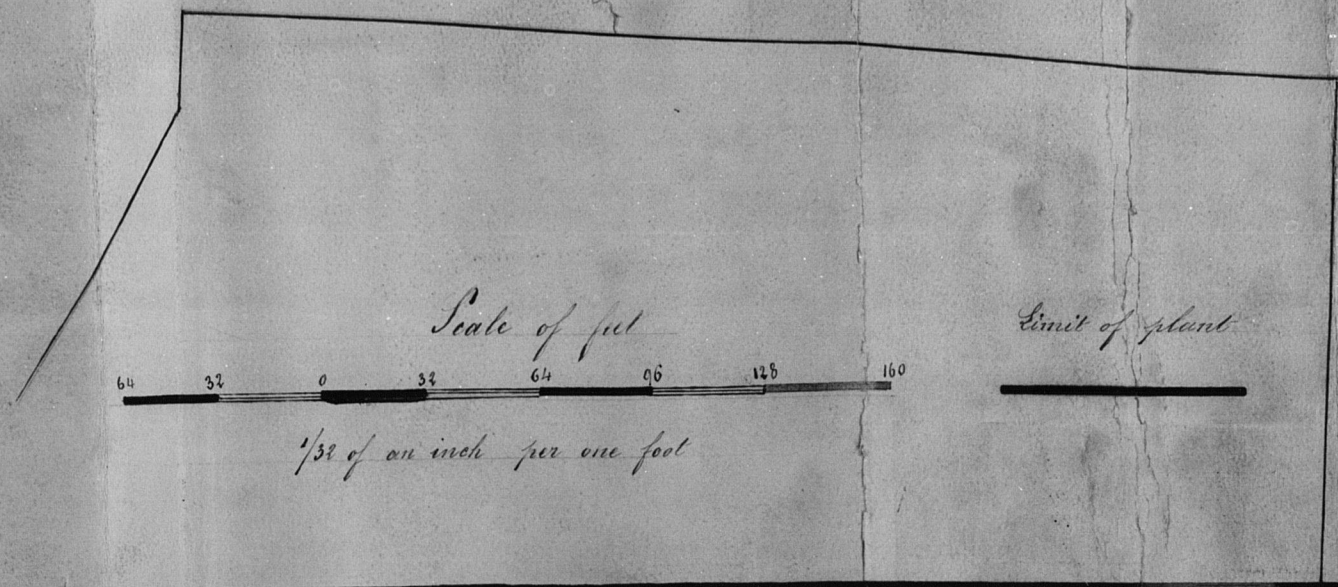
Limit of plant

Steel Cars



Rue du Bel Air (Bel Air St)

Rue du Bel Air



Street Cars

27547

For co

For correspondence on this case subsequent to this date,

SEE 438.11M56

DEPT. OF STATE
1937
T.

Secret

undate

JUN 23 1938
U.S. DEPT. OF STATE
DIVISION OF

Deciphered by

TELEGRAM RECEIVED.

T.



From Canton,

June 22, 1908.

Rec'd 9:20 A.M., June 23rd.

Secretary of State,
Washington.

Heavy floods, West River valley; Wuchow, Samshui, inundated; immense damage, large loss of life reported.

HULL.

of
to
th
of
la
in
pr

INDEX BUREAU
JUN 23 1908
14244
DEPT. OF STATE

Floods in China.

Am. Consul-General (Hull),

Canton, China, etc.,

June 22, 1908.

"Heavy floods, West River Valley,
Nanchow, Szechuan, inundated, immense
damage, large loss of life reported."
Id. (rec'd June 22, 1908.) 10:00

JUN 23 1908

JUN 23 1908

Heavy floods, West River Valley, Nanchow, Szechuan, in-
undated; large damage, large loss of life reported.

DIVISION OF
FAR EASTERN AFFAIRS
JUN 23 1908
Wk
#

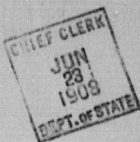
Am. Sec.

See & Rec'd 6/23/08

CONSULAR
JUN
23
1908
BUREAU

Chie
Dir

FOR THE PRESS.



Willard B. Hall, American Vice Consul General in charge of the Consulate General at Canton, South China, in a telegram received to-day at the State Department, reports that heavy floods have just occurred throughout the valley of the West River and its tributaries, inundating the large cities of Wuchow, in Kuangsi Province, and Samshui, in Kuangtung Province. The loss of life and damage to property is reported to be enormous.

INDEX BUREAU

and caused
between the revolutionaries
Shah's supporters.

28,400 HOMELESS.

Situation in South China After Flood
Grows Desperate.

HONGKONG, July 20 -- Authentic figures of the destruction by the flood in South China are given in a report of the committee appointed in Canton to investigate the losses. The loss of life is comparatively inconsiderable; 80 per cent of the crops are destroyed, 28,400 are homeless and 25,000 are without food. The loss in property is 10,000,000 Mexican dollars.

The situation is now desperate, and it will grow worse till the next harvest. It is estimated that more than \$1,000,000 is necessary to afford relief and 50,000 mules will be required to repair dykes. The relief fund here now totals half a million. The Cantonese will open the first bazaar on Western lines in the empire of China within a week in aid of the fund.

INDEX BUREAU
JUL

W. E. VILAS STROCK

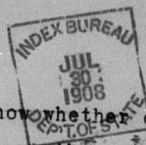
h

V BURE

CHIEF CLERK,
JUL 22 1908
DEPARTMENT OF STATE

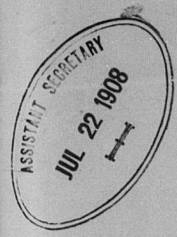
DIVISION OF
FAR EASTERN AFFAIRS
JUN 23 1968

th.
14544



P.S. I cut the enclosed from todays paper. I do not know whether or not Major Simpson was successful in having paid back to us the seventeen hundred and some odd dollars for the Hattiesburg expenditure. If he was then we should still have about \$4,000 in our Emergency Fund and I suggest that you ask Mr. Bacon if he thinks it would be well to cable to the U.S. Consul at Canton to ask if he would advise our sending for these flood sufferers in southern China one or two thousand dollars, sending to the U.S. Consul as our representative to give to the relief committee if he considers it reliable. It may not be a large amount, but it shows our goodwill and readiness to aid in the needed relief.

If Mr. Bacon thinks this wise send the clipping to Gen. Davis with the necessary vouchers for forwarding the money. Tell Mr. Bacon that I look upon him as the Chairman of the International Relief Board's department, and depend upon his judgment in these foreign relief matters.



Memorandum to Canton
July 22/08 Bie
2. Red Cross July 26/08 Bie

RECEIVED
JUL 23 1908
U.S. DEPT. OF STATE

FOR THE FILES.

WILLIAM B. HULL, American Vice Consul General in

CONSULAR
JUL 27 1908
BUREAU

Coar # 111244

7.3.

Telegram to Canton 7/22/08
to Mrs. Coo July 25/08
D. W. H.

CONSULAR.)

6P

TELEGRAM SENT.

LC 51 MWS

26 Paid G.R.

Department of State, via San Fran



Washington, July 22, 1908.

American Consul,
Canton (China).

Red Cross has about two thousand dollars available relief
flood sufferers Southern China. Do you advise sending to you
for relief committee?

Carr

The above refers to _____, 19 _____, from _____

Subject: _____

Confirmed by mail _____, 19 _____

Enciphered by _____

Sent by operator 5:47 P. M., July 22, 1908. H. G. as P.C.

JUL 28 1924

INDEX BUREAU
JUL 24 1924
DEPT. OF STATE

B.
EX BUREAU
Se

*W. C. C. C. C.
July 25/18 C. C. C.*

Deciphered

TELEGRAM RECEIVED.

B.

From Canton,

July 23, 1908,

Rec'd July 24, 1908,

10:30 A. M.

Secretary of State,
Washington .

Advise money be sent.

HULL.



Deciphered by

INDEX BUREAU
172 111
42443
DEPT. OF STATE

INDEX BUREAU
172 111
42443
DEPT. OF STATE

Floods in China.

Encl. 1. Canton, China;
July 23, 1908.
Am. Consulate Gen'l (Hull) TH.
"Advise money be sent."
L. (Rec'd July 24, 1908) 1:10

10:30 A. M.
Rec'd July 24, 1908
July 23, 1908
Canton

CONSULAR
JUL
24
1908
BUREAU



Rec'd Cons 7/25/08
D.L.S.

Handwritten signatures and initials:
J. S. G. (J. S. G.)
H. S. G. (H. S. G.)
H. S. G. (H. S. G.)
H. S. G. (H. S. G.)

DEPARTMENT OF STATE,

WASHINGTON.

July 25, 1908.

Mr. Charles L. Magee,

Secretary, American National Red Cross,

Room 241, War Department Building.

Sir:

I have to inform you that a telegram was sent on July 22nd to the American Consul General at Canton, China, reading as follows:

"Red Cross has about two thousand dollars available relief flood sufferers Southern China. Do you advise sending to you for relief committee?"

On the 23rd instant the Department received a telegraphic reply from the Vice Consul General at Canton advising that the money be sent.

I am, Sir,

Your obedient servant,

(For the Secretary of State)

W. J. CARR.

Chief Clerk.

A true copy of
the signed original.
CJC

INDEX BUREAU

CONSUL
JUL
21
1908

INDEX BUREAU
 172 111
 42443
 DEPT. OF STATE

INDEX BUREAU
 172 111
 42443
 DEPT. OF STATE

Floods in China.

Encl. 1. Canton, China;
 July 23, 1908.
 Am. Consulate Gen'l (Hull) FH.
 "Advise money be sent."
 L. (Rec'd July 24, 1908) 1:10

10:30 A. M.
 Rec'd July 24, 1908
 July 23, 1908
 Canton

CONSULAR
 JUL
 28
 1908
 BUREAU

Handwritten signatures and initials:
 J. S. [unclear]
 [unclear]
 [unclear]
 [unclear]

ASSISTANT SECRETARY
 JUL 23 1908

Handwritten:
 4/25/08
 Dic. 20

DEPARTMENT OF STATE,
WASHINGTON.

July 25, 1908.

Mr. Charles L. Magee,
Secretary, American National Red Cross,
Room 241, War Department Building.

Sir:

I have to inform you that a telegram was sent on
July 22nd to the American Consul General at Canton, China,
reading as follows:

"Red Cross has about two thousand dollars available
relief flood sufferers Southern China. Do you advise
sending to you for relief committee?"

On the 23rd instant the Department received a tele-
graphic reply from the Vice Consul General at Canton ad-
vising that the money be sent.

I am, Sir,

Your obedient servant,

(For the Secretary of State)

W. J. CARR.

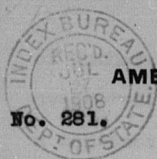
Chief Clerk.

A true copy of
the signed orig-
inal. *CJC*

INDEX BUREAU

RECEIVED
JUL 24
1908

14244/1



AMERICAN CONSULATE GENERAL,

No. 281.

Canton, China. June 23, 1908.

Subject: Floods in the West River Valley.

To the Honorable

The Assistant Secretary of State,
Washington.

Sir:

I have the honor to confirm my telegram of this date
as follows:

Canton, June 23, 1908.

Secstate,

Washington.

Heavy floods West River valley. Wuchow,
Samsui inundated. Immense damage large loss of
life reported.

(Sgd.) Hull.

Another of those tremendous freshets which periodically overwhelm the riverine cities of China, leaving ruin and desolation in their track, and utterly undoing the labors of years, has occurred, the center of the catastrophe on this occasion being the important city of Wuchow, which is reported to be practically wiped out of existence with the exception of the walled city, while all the treaty ports along the West River have suffered enormous loss and damage. It is impossible at the present time to form any idea of the death-roll although it must beyond question comprise hundreds of the West River floating population and hundreds of the residents

of

Washington, D.C. June 22, 1900.

The Honorable Secretary of State,
Washington.

I have the honor to certify my signature of this date
as follows:
Genton, June 22, 1900.

Respectfully,
Genton, June 22, 1900.

(Sd.) Will.

Another of these immense floods which periodically
floods over the riverine cities of China, leaving
ruin and desolation in their track, and utterly obliterating
the labor of years, has occurred, the extent of the
catastrophe on this occasion being the important fact of
the fact that it is reported that the flood has
existence with the exception of the walls of the city, while
all the heavy ports along the West River have suffered
immense loss and damage. It is impossible at the
present time to form any idea of the death-toll although
it may be beyond question that the hundreds of the West
River floating population and hundreds of the villages

of Wuchow. The West River, from all descriptions, has overspread its banks for miles around carrying with it a constant stream of wrecked junks, sampans, and demolished buildings which are found on the banks of a waterway of the commercial consequence of the West River.

At Wuchow there is said to be 15 feet of water in the streets, all business is suspended and thousands are homeless, camping shelterless on the hills. The towns of Dosing and Taking can be distinguished by the roofs of the houses.

The inhabitants of Samshui and the North River districts seem to be in the same plight, if not a worse one. An embankment gave way allowing the water to sweep over the country and it is estimated that three hundred persons were drowned. The officials are doing all they can to keep the remaining embankments in order and to re-establish communications. The Railway from Fatshan to Samshui has stopped running as most of the line is under water and in one place three miles of track are reported washed out.

Besides the damage to life and property the loss sustained by the destruction of the crops in the two provinces must be enormous and will doubtless cause famine and suffering for months to come.

I have the honor to be, Sir,

Your obedient servant,

William B. Angus

Vice Consul General in Charge.

INDEX BUREAU

DEPT. OF STATE
JUL 31 1952
42442

FAR EASTERN AFFAIRS
AUG 4 1908

Floods in China.

Encl. 2. Canton, China, 03 10

Am. Consul to Gen. (Fullerton).
Confirming his telegram of
even date, reports further regard-
ing floods in the West River
Valley resulting in much loss of
life and property.
I. (Rec'd July 27, 1906)

Wells. By farm &
to the
Aug. 6/08

DEPARTMENT OF STATE,
WASHINGTON.

August 6, 1908.

Mr. Charles L. Magee,
Secretary, American National Red Cross,
Room 341 War Department,
Washington, D. C.

Sir:

Having reference to this Department's letter of July 25th, last, I transmit herewith for your information a copy of a despatch from the American Vice Consul General at Canton, China, reporting further in regard to the recent floods at Wuchow and in the West River valley.

I am, Sir,

Your obedient servant,

(For the Secretary of State)

W. J. CARR.

Chief Clerk.

Enclosure:

From Canton, No. 281, June 23, 1908.

A true copy of
the signed original.
gjc

Enciphered by

Sent by operator

7:19 P. M., Aug 3, 1908, HX. Do

Index No.—No. 88.

INDEX BUREAU
18 JUL 142443
DEPT. OF STATE

BUREAU
DIVISION OF
THE EASTERN AFFAIRS
AUG 4 1908

Floods in China.

Encl. 2. Canton, China,
June 23, 1908.

Am. Consul to Gen'l (Phillips) #221.

Confirming his telegram of
even date, reports further regard-
ing floods in the East River
Valley resulting in much loss of
life and property.
J. (Res'd July 27, 1908)

*Clarified by Form 1
to Mr. C. W. C. W.
Aug. 1/08 Date Dec*

Enciphered by

Sent by operator

Index Bu.—No. 5

DEPARTMENT OF STATE,
WASHINGTON.

August 6, 1908.

Mr. Charles L. Magee,
Secretary, American National Red Cross,
Room 341 War Department,
Washington, D. C.

Sir:

Having reference to this Department's letter of July 25th, last, I transmit herewith for your information a copy of a despatch from the American Vice Consul General at Canton, China, reporting further in regard to the recent floods at Wuchow and in the West River valley.

I am, Sir,

Your obedient servant,

(For the Secretary of State)

W. J. CARR.

Chief Clerk.

Enclosure:

From Canton, No. 281, June 23, 1908.

A true copy of
the signed original.
gjc

Enciphered by _____

Sent by operator

7:19 P. M., Aug 3, 1908. *HT. Do*

WILLIAM H. TAFT
BEEKMAN WINTHROP
ALFORD W. COOLEY
CHARLES L. MAGEE

Board of Consultation

GENERAL ROBERT M.
General, U. S. Army
ADMIRAL PRESLEY M. RIXE
General U. S. Navy
GENERAL WALTER WYMAN
Public Health and Marine
Registrar
JOHNSTONE

Sir:

1908, Y

for Two

amount

na, for

The See

(Enclos

WILLIAM H. TAFT
BEEKMAN WINTHROP
ALFORD W. COOLEY
CHARLES L. MAGEE

INDEX BUREAU
AUG 3 1908
DEPT. OF STATE

Board of Consultation

BRIGADIER-GENERAL ROBERT M. O'REILLY
Major-General, U. S. Army
ADMIRAL PRESLEY M. RIXEY
Major-General U. S. Navy
MAJOR-GENERAL WALTER WYMAN
Public Health and Marine Hos. Ser.
Registrar
JOHNSTONE



Chairman of Central Committee
MAJOR-GENERAL GEORGE W. DAVIS
U. S. Army

Executive Committee

HON. ROBERT BACON
BRIGADIER-GENERAL ROBERT M. O'REILLY
U. S. Army
MEDICAL DIRECTOR, JOHN C. WISE
U. S. Navy
HON. ALFORD W. COOLEY
HON. JAMES TANNER
HON. JAMES R. GARFIELD
MISS MABEL T. BOARDMAN

NATIONAL HEADQUARTERS

ROOM 341, WAR DEPARTMENT, WASHINGTON, D. C.

August 1, 1908.

Sir:

Referring to State Department letter of July 25th, 1908, File #14244, I have the honor to enclose herewith a check for Two Thousand Dollars (\$2,000.), with the request that this amount be cabled to the American Consul General at Canton, China, for the relief of the flood sufferers of China.

Respectfully,

Charles L. Magee
Secretary.

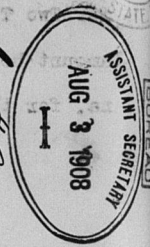
The Secretary of State.

(Enclosure).

INDEX BUREAU
AUG 3
14244/3-4
DEPT. OF STATE

Floods in China.

Encl. 3-6. August 1, 1908.
Mr. National Red Cross (Chicago)
Referring to Dept.'s letter of
July 25, 1908, enclosing check for
\$2,000 with the request that the sum
be cabled to the American Consul
General at Canton, China, for the
relief of the flood sufferers of
China.
De. (Rec'd August 3, 1908.)



Check for \$2,000
rec'd. Return Nice.

June 10. 254.

Return of check -

Aug. 3 - Telegram to
Genl. Samuel Canton
to draw for amount.

Aug. 7 - Invoice.

FILE-BU. OF ACCTS.

14244

accounts. 7.
244/

American Co

Two

Southern C

turn over

Receipt

Deciphered by
Sent by operator
Index No. - No. 50.

counts.
244/

7P

TELEGRAM SENT.

F.



Department of State,

Washington,

August 3, 1908.

34 Paid GR
via San Fran

American Consul General,

Canton.

Two thousand dollars received from Red Cross relief fleeing sufferers
Southern China. Draw Secretary State at sight for amount and ~~paymaster~~
turn over to recognized relief committee, securing Committee's
receipt for Red Cross.

Phcom

u

Deciphered by

Sent by operator

719P

M., Aug 3

, 1908

HT. Do

Index No. - No. 50.

PTC

INDEX BUREAU
14244
3-4
DEPT. OF STATE

Floods in China.

Encl. 3-4. August 1, 1908.
Am. National Red Cross (has)
Referring to Sept. 1, 1907
July 28, 1908, enclosed check
\$2,000 with the request that it
be added to the American Com-
General at Canton, China, for
relief of the flood sufferers
China.
Da (Rec'd August 3, 1908.)

INDEX BUREAU
14244
3-4
DEPT. OF STATE

Confirms Aug 7 1908
FILE-BU. OF ACCTS.

File

14244

August 7, 1908.

Charles L. Magee, Esquire,
Secretary, American National Red Cross,
Washington, D. C.

Sir:-

I have to acknowledge the receipt of your letter of the 1st instant transmitting check for \$2,000 for the relief of the flood sufferers in southern China, and to enclose herewith a copy of the Department's telegram of the 3rd instant to the American Consul General at Canton, authorizing him to pay the said sum to the recognized relief committee and draw on the Secretary of State at sight for the amount.

I am, Sir,

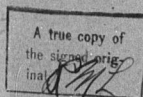
Your obedient servant,

ALVEY A. ADEE.

Acting Secretary.

Enclosure:

Copy of telegram as above.



reporting conditions

to

1000

1000

James H. Brown, 1890

Secretary, National Historical Society

Washington, D. C.

Sir:

I have the honor to acknowledge the receipt of your letter of the 10th inst. and in reply to inform you that the same has been forwarded to the proper authorities for their consideration. I am, Sir, very respectfully,
Yours very truly,
James H. Brown

I am, Sir,

Your obedient servant,

James H. Brown

1000

1000

1000

A
the
ina

August 7, 1908.

Leo A. Bergholz, Esquire,
American Consul General,
Canton, China.

Sir:-

I have to confirm the following telegram sent to you
on the 3rd instant :

"American Consul General, Canton,
"Two thousand dollars received from Red Cross
"relief flood sufferers Southern China. Draw
"Secretary State at sight for amount and turn over
"to recognized relief committee, securing
"Committees receipt for Red Cross. Bacon."

A copy of the letter from the American Red Cross trans-
mitting the said sum of \$2,000 is enclosed herewith for your
information.

I am, Sir,

Your obedient servant,

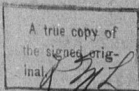
(For the Secretary of State)

W. J. CARR.

Chief Clerk.

Enclosure:

Copy of letter as above.



103344



No. 285. AMERICAN CONSULATE GENERAL,

Canton 2nd July, 1908.

SUBJECT. Floods in West River Valley.

To the Honorable

The Assistant Secretary of State,

WASHINGTON.

Sir,

I have the honor to inform you that the reports now coming in regarding the floods in the West River Valley, brought to the attention of the Department in my No. 281 of June 23, 1908, lead one to believe that the damage done to property and the number of lives lost is the largest in the history of this Province for 25 or 30 years.

It now appears that the North River Valley suffered the most. In the vicinity of Yin Tak the water reached an unprecedented height, flooding towns, villages and fields with many feet of water, and destroying practically all the crops.

Reports from the West River districts indicate heavy damage, and large loss of life throughout the valley from Samshui to Wuchow. The latter city at present has a very sorry aspect. The water has receded, but left a deposit of mud a foot deep in the principal streets. Food is at famine prices, and vegetables are unprocurable. A famine is expected in the district, as about 60% of the first rice crop has been destroyed. Taotai Li, of Shiu Hing, a city on the West River above Samshui, in reporting conditions

to

AMERICAN CONSULATE GENERAL
Canton and Yau, 1898.

No. 100.

SUNNY, Floods in West River Valley.

To the Honorable

The Assistant Secretary of State,
WASHINGTON.

Sir,

I have the honor to inform you that the reports now coming in regarding the floods in the West River Valley, previous to the attention of the Department in my No. 100 of June 25, 1898, tend to point out that the damage done to property and the number of lives lost is the largest in the history of this Province for 25 or 30 years.

It now appears that the North River Valley suffered the worst. In the vicinity of Yiu Tse the water reached an unprecedented height, flooding towns, villages and fields with many feet of water, and destroying practically all the crops.

Reports from the West River district indicate heavy damage, and in some cases the inundation is said to have reached the highest point of the present year. The latest city of present has a very early report. The water has reached, but left a deposit of mud a foot deep in the principal streets. Food is at famine prices, and vegetables are unobtainable. A famine is expected in the district, as about 400 of the rice crop has been destroyed. The rice crop of this kind, in city on the West River above Saman, is reported as follows:

to the Viceroy, states that the aggregate number of sufferers within the area under his jurisdiction may possibly reach 200,000.

The rumours about Kweilin, the Capital of Kwangsi, have to a certain extent been confirmed. The water in that city rose 100 feet in 24 hours, and submerged the whole city. On the Fu River brigandage is rampant, as the people are without food, and in many cases of piracy are reported. The district is said to be a scene of desolation, but only a thorough investigation will give any idea of the loss of lives and property.

Locally, the Chinese are doing much good work to meet the emergency, and to supply those in immediate need. The Kwang Chow Prefect has just returned from a week's visit to the flooded districts, where he has been making investigations and supplying those in need with rice. Large contributions have been made both by the local Chinese and those in Kong Kong, and everything possible is being done to aid in the present situation.

With a view of effecting some systematic work throughout all of the flooded districts a meeting of the Christian community, including Chinese and foreigners, was held on June 27th. A general committee was appointed, and they plan to send parties out as soon as possible through the various districts to make thorough investigations in order to get some idea of what relief work will be necessary. Each party will be in charge of a foreigner, probably one of the members of a local mission, and they will endeavor to secure data on the number of cities and villages flooded, the loss

to the Ministry, states that the aggregate number of
sufferers within the area under his jurisdiction may
possibly reach 200,000.

The rumors about Kwailin, the Capital of Kwangsi,
have to a certain extent been confirmed. The water
in that city rose 100 feet in 24 hours, and submerged the
whole city. On the Ho River bridge the ramparts, as
the people are without food, and in many cases of illness
are reported. The district is said to be a scene of
devastation, but only a thorough investigation will give
any idea of the loss of lives and property.

Locally, the Chinese are doing much good work to
meet the emergency, and to supply those in immediate
need. The Kwang Chow Protect has just returned from
a week's visit to the flooded districts, where he has been
making investigations and supplying those in need with
rice. Large contributions have been made both by the
local Chinese and those in Hong Kong, and everything
possible is being done to aid in the present situation.

With a view of effecting some systematic work
throughout all of the flooded districts a meeting of
the Christian community, including Chinese and Foreign-
ers, was held on June 27th. A general committee was
appointed, and they plan to send parties out as soon
as possible through the various districts to make
thorough investigations in order to get some idea of
what relief work will be necessary. Each party will be
in charge of a foreigner, probably one of the members
of a local mission, and they will endeavor to secure data
on the number of cities and villages flooded, the loss

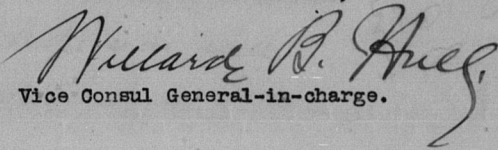
of life, the damage done to property and crops, the earliest possible time within which a new crop may be had, how much seed is required, and in a general way find out what the future needs of the sufferers will be.

If, when all of the reports are in, the conditions justify a general appeal for aid, steps will be taken to secure foreign contributions.

In a later despatch I will inform the Department of the findings of the investigating parties.

I have the honor to be Sir,

Your obedient servant,


Vice Consul General-in-charge.

INDEX BUREAU

8
142445
DEPT. OF STATE

Floods in China.

Encl. 5. Canton, China, July 2, 1908.

Am. Committee, Gen'l (Hall) 2885.

Referring to his 2881 of June 23, 1908, reports in detail regarding the floods in the East River Valley, and states that a General Committee has been appointed to investigate the conditions and to report what relief work will be necessary.
En (Rec'd July 30, 1908.)

BUREAU
DIVISION OF
EASTERN AFFAIRS
AUG 4 1908

Allen

ack'd by Jones

Aug. 8, 1908

File

Pa



WINDCLIFFE
MANCHESTER-BY-THE-SEA
MASSACHUSETTS

July 28th '08

Arrived Aug. 5

Dear Mr. Bacon:

If you think

any conditions exist in
Haiti needing Red Cross
aid will you please let us
know when you get them?

Mr. Magee will send \$2000
to Canton.

I hope you will
have a long voyage - and an
interesting trip -

I feel sure - too late -
I am still ready
magnanimously, to send
you my hearty congratulations
on your large part in
the winning of the
Yale-Harvard race -

With best wishes
Yours sincerely

Walter L. Boardman -

T RIVERS.

AUG 24 1908

INDEX BUREAU

142446
DEPT. OF STATE

AUG 20 1908

Floods in China.

Encl. 6.

Manchester, Mass.,
July 28, 1908.

Am. Nat'l Red Cross (Boardman)

Writes to Mr. Bacon asking him
to inform her, if, on his visit to
Haiti, he thinks any conditions ex-
ist needing Red Cross aid.

States that Mr. Magee will send
\$2,000. to Canton.

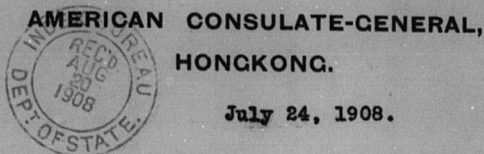
Re. (Rec'd Aug. 6, 1908)

Encl.
Am.
28, 1
ing
Vall
comm
inve
repor
nece
Da

14244

me

No.



SUBJECT: FLOOD ALONG THE WEST, NORTH, and EAST RIVERS.

THE HONORABLE

ASSISTANT SECRETARY OF STATE,

WASHINGTON, D. C.

SIR:

I have the honor to enclose in duplicate newspaper clippings outlining the destruction caused by recent floods along the West, North and East rivers flowing into the Canton delta. It appears that the loss of life is not great, - even less than 100 as reported by Missionary Committeemen; but perhaps a quarter million of people are in distress and will be for some months.

I have the honor to be,

Sir,

Your obedient servant,

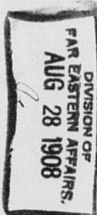
Miss P. Wilder
American Consul General.

Encl:

Clippings in duplicate.

INDEX BUREAU

142444-7-8
AUG 28 1908
DEPT. OF STATE

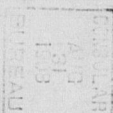


Floods in China.

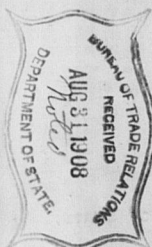
Encl. 7-8. Hongkong, China,
July 24, 1908.

Am. Consulate Gen'l (Wilder) # -
Transmits newspaper clippings
containing an article outlining the
destruction caused by recent floods
along the West, North and East
rivers.
L. (Rec'd August 20, 1908)

Rec'd Aug 19-08



file
to



file -

The China Mail.

HONGKONG, MONDAY, JULY 20, 1908.

THE FLOOD.

GREAT DESTRUCTION OF PROPERTY.

28,400 Homeless—250,000 Foodless.

REPORT OF COMMITTEE.

(From Our Correspondent.)

CANTON, July 18.

The following is the report of the Committee who visited the flooded districts to report on the condition of the people and the damage wrought:

Six districts on the North River were seriously affected by the recent flood, namely, Sam Shui, Sz Wooi, Tsing Uen, Yingtak, Kuk Kong, and Yan Fa. Nam Tung Chow, Lok Cheung, Ue Uen, and Lien Chow were also flooded and considerable damage was done.

The Committee were afforded every possible facility for learning the condition of the flooded area during the ten days that they have been travelling through it. The officials of every grade, both civil and military, helped us in every way they could. First, the Viceroy placed at our disposal a gun-boat, which towed our house-boat to Tsing Uen City and there His Excellency Captain General Yang detailed a shallow draft steam launch to tow it to Yingtak. In each city the head officials readily co-operated with us in gathering information. We left blank forms as we proceeded up the river and collected them as we returned. The figures, as complete and accurate as we can make them are given below. A special Wai Uen, Mr H. Lueh Yung Nien, accompanied us partly as an escort and partly to make investigation of the flooded districts and report to the Viceroy. We were very much aided in each district by the native Christians. A student from the Baptist Theological Seminary in Canton has spent several days walking through one section of Tsing Uen District for the purpose of learning the condition of the people and gave us much detailed information. The Wesleyan Missionaries at Shui Kwan, Messrs Hutchison and Ellison gave us much help and some details of the flood in the immediate vicinity of the prefectural city.

Our first stopping place was Sainam, which is three miles east of Sam Shui District City. We went up on a hill back of the city and thence had a view of the country for ten miles or more in every direction. Three hours were spent at Sam Shui, which we occupied with a visit to the Commissioner of Custom and the Chinese official who is head of the likin station. Our route thence was up the North River. At Shek Kok, a market town about twelve miles south of the District City we found the Magistrate and His Excellency Yang, who were there on a tour of investigation. They accompanied us to the District City and there we had an hour's conference with them, talk with a number of native Christians and then proceeded up the river.

Our boat anchored for the night at Paak Miu, a small town just below the famous Fei-loi Pass. Our progress next day was slow as the current was swift and the launch small. We spent a half of an hour with one of the foreign engineers in charge of the construction work on the Canton-Hankow Railway at Tai Miu. The mouth of the Lien Chow river was reached after dark. About noon of the next day, the fourth after leaving Canton, we reached Yingtak. The District Magistrate was away investigating a portion of the flooded area, and we talked with the Assistant Magistrate and the head military officer, also with a number of native Christians. The next day we started for the prefectural city. We made this last stage of the journey overland so that we might observe more of the conditions of the country and also to save time. We reached Shui Kwan in a day and a half, spent some six hours there and then came back to Yingtak in a small house-boat. From there our house-boat was towed back over the same route as the upward journey.

The most serious result of the flood is the destruction of growing crops. From the prefectural city of Shui Chow down the full length of the river, on both sides, extending back to the foothills which in some places are two or three miles away, the crops of all kinds are totally destroyed. In some cases where the river was swift, the growing crops together with the soil was washed away. In other places where the water was comparatively still the crops were flooded so long that they died, in other places so much silt was deposited that they were buried. Only a few plants survived in the places covered by the waters.

Probably the next most serious result of the flood is the destruction of dykes. This concerns only Sam Shui, Sz Wooi, and Tsing Uen. The last named suffered most. Besides thirty seven breaks in the main river dykes, aggregating a length of over ten thousand feet, there were hundreds of breaks in the dykes along the smaller streams, which are just as essential to the protection of the cultivated lands. The labor and expense of restoring those dykes will be enormous and far beyond the resources of the people. But not even the next harvest will be assured unless the dykes are at least partially restored. A rise in the river of only a few feet from its present level would be fatal to a new crop in the exposed areas.

Another very serious result of the flood is that great areas of land have been covered by vast deposits of sand. It will be years in some cases before such land can again be used. Some is permanently desolated. A few plots of land may be benefited by the deposit of silt.

The destruction of houses has been enormous. Some villages were entirely swept away, not a vestige of anything

remaining. In every town and hamlet along the whole length of the river there was more or less destruction. There has also been great destruction of household effects, stores of grain and other food stuffs. Many hundreds of animals used for food were swept away and there was also considerable loss of water buffaloes that are essential in the cultivation of the rice fields.

INDEX BUREAU
82 1147444

DIVISION OF
FAR EASTERN AFFAIRS.
AUG 28 1908

INDEX BUFFALO

142447
7-8
DEPT OF STATE

RECEIVED
JAN 28 1903

The loss of life was comparatively inconsiderable. In six districts the entire loss scarcely reached fifty. The water rose so gradually that the people had time to escape to the hills. At present there are no signs of an epidemic. But it is almost too much to hope that there will be none, and there is a great probability that many who escaped from the floods will be swept away by famine or by pestilence. Speedy and sufficient outside help is the only hope of saving many tens of thousands who live in the flooded districts.

At Sainam where we ascended a hill back of the city, as far as we could see the fields to the North and East were still covered with water, because the dykes at this lower place, together with the high water in the river, would not let the water out which had come through the broken dykes at a higher elevation farther up the river.

There was one hopeful sign here; the people were busy repairing the broken dykes above the city.

At Lo Pau the situation is much worse. There were four breaks in the dykes with a total length of at least four hundred yards. Two or three hundred yards of a village built on the dyke above was washed away with the dyke. The other break washed away thirty odd houses. The people barely had time to escape, the water came so suddenly. Three hundred of these homeless people were living in rude shelters on the hillside. Between two and three thousand people were daily being fed on a gruel of rice and sweet potatoes. There was not the slightest evidence that the people were beginning to repair the damage done to the dykes and houses or to remove the sand covering the rice fields.

Leaving Tsing Uen we could see small villages along the shore partially or almost wholly destroyed. Many people stood along the shore holding empty baskets and sacks waiting for some one to come and to distribute rice. We got off the boat above Tai Mui and went through one of these villages. Most of the houses were destroyed. Going through the business street we saw only one shop selling rice, and it had very little. There was very little meat, vegetables or fruit in sight and that inferior in quality. All we saw was barely worth \$2.00 Mexican. The people gave a petition asking for help which they had ready for the first person who came along.

The journey from Yingtak to Shiu Kwaan was made overland to see the country back from the river as well as to save time.

With the one exception of around Ma Pa Market the crops were destroyed. From Ma Fu Kong to Sha Hau was especially bad. The ground above the high water was not good for farming. All the arable land was flooded. At one place in a bamboo grove the people were gathering debris for fuel. They said that there were about a thousand people at that place without food. In another little valley where the crops were destroyed one person said that they were eating tree leaves.

One of the worst sights from Yingtak to Shiu Chau (Kwan) was met with on approaching Sha Hau; while still several miles or more from the city we met people in such numbers as to form practically a procession at times, most of these had empty bags or sacks. They were country people without food who had heard that free rice was to be distributed at Sha Hau. They came only to be disappointed. Rice was for sale or to give away. Some could buy, the rest came away empty. They looked hungry.

What relief is needed? First and immediately, food. There are approximately 250,000 people in the valley of the North River without food. This is a conservative estimate. There are over 130,000 in Tsing Uen District alone. The next harvest of rice cannot be gathered until about the middle of October. Many will not be able to plant for the next crop either because they have no seed or because the fields can not be got into condition for planting. Some of the smaller crops of potatoes, beans, etc., can be gathered within two months.

Allowing five cents a day for each person, making no allowance for cost of transportation and administration, at least \$1,000,000 is needed in this section alone to save the starving.

A second, but scarcely less important need is seed. The Tsing Uen Magistrate estimates that 700,000 catties are needed in this district at once and the Yingtak Magistrate that his people require 200,000 catties. Using these figures as a conservative estimate yields 1,300,000 catties as the amount of seed urgently needed in the valley of the North River. The cost of this will be approximately, \$65,000.

The cost of replacing the dykes in Tsing Uen District alone is estimated at over \$30,000 Taels. Sz Wooi and Sam Shui need at least 10,000 more, or say \$75,000 for the whole. Usually the cost of repairs on the dykes is apportioned among the villages in any given area, but it is absolutely impossible for the people concerned to reconstruct the dykes. As noted below it will most likely be impossible to combine relief of the starving with the work of restoring the dykes. The provincial government should of course help in this work. But we are persuaded that much speedier and more effective relief will be given if direct contributions be made to assist in reconstructing these dykes.

The nature and accessibility of the country together with the extent and character of the damage will determine the method

of relief. These considerations naturally divide the country into three sections:

1. The country as far north as Fei Loi Tsz Pass including Sam Shui, Tsing Uen, and Sz Wui Districts. This region is very accessible, it is flat and protected by dykes, hence rice and food distributions are practicable. The river is large and navigable by steam launches. Practically every large centre is accessible. The most natural form of relief is to give the destitute work repairing the dykes, paying them in rice and money, supplemented by free distribution in needy places. Rice can be easily brought in here, making rice distribution more practicable than money.

2. The country north of Fei Loi Tsz with in reach of Yingtak. There are no dykes within this region. Besides the crops, the chief destruction was in buildings and farm animals (water buffaloes). It is not so accessible as District No. 1 but still can be reached by small launches drawing not over two or three feet of water, provided the water gets no lower than at present. Here people could be put to work on public improvements such as roads and bridges to be paid for in rice and money; there should also be free distribution of rice.

3. The country around and to the north of Shiu Chau. The condition at this place does not seem so serious as in districts No. 1 and No. 2, yet there is need here too.

The loss of life was comparatively inconsiderable. In six districts the entire loss scarcely reached fifty. The water rose so gradually that the people had time to escape to the hills. At present there are no signs of an epidemic. But it is almost too much to hope that there will be none, and there is a great probability that many who escaped from the floods will be swept away by famine or by pestilence. Speedy and sufficient outside help is the only hope of saving many tens of thousands who live in the flooded districts.

At Sainan where we ascended a hill back of the city, as far as we could see the fields to the North and East were still covered with water, because the dykes at this lower place, together with the high water in the river, would not let the water out which had come through the broken dykes at a higher elevation farther up the river.

There was one hopeful sign here; the people were busy repairing the broken dykes above the city.

At Lo Pau the situation is much worse. There were four breaks in the dykes with a total length of at least four hundred yards. Two or three hundred yards of a village built on the dyke above was washed away with the dyke. The other break washed away thirty odd houses. The people barely had time to escape, the water came so suddenly. Three hundred of these homeless people were living in rude shelters on the hillsides. Between two and three thousand people were daily being fed on a gruel of rice and sweet potatoes. There was not the slightest evidence that the people were beginning to repair the damage done to the dykes and houses or to remove the sand covering the rice fields.

Leaving Tsing Un we could see small villages along the shore partially or almost wholly destroyed. Many people stood along the shore holding empty baskets and sacks waiting for some one to come and to distribute rice. We got off the boat above Tai Mui and went through one of these villages. Most of the houses were destroyed. Going through the business street we saw only one shop selling rice, and it had very little. There was very little meat, vegetables or fruit in sight and that inferior in quality. All we saw was barely worth \$2.00 Mexican. The people gave a petition asking for help which they had ready for the first person who came along.

The journey from Yingtak to Shiu Kwan was made overland to see the country back from the river as well as to save time.

With the one exception of around Ma Pa Market the crops were destroyed. From Ma Fu Kong to Sha Hau was especially bad. The ground above the high water was not good for farming. All the arable land was flooded. At one place in a bamboo grove the people were gathering debris for fuel. They said that there were about a thousand people at that place without food. In another little valley where the crops were destroyed one person said that they were eating tree leaves.

One of the worst sights from Yingtak to Shiu Chau (Kwan) was met with on approaching Sha Hau; while still several miles or more from the city we met people in such numbers as to form practically a procession at times, most of these had empty bags or sacks. They were country people without food who had heard that free rice was to be distributed at Sha Hau. They came only to be disappointed. Rice was for sale or to give away. Some could buy, the rest came away empty. They looked hungry.

What relief is needed? First and immediately, food. There are approximately 250,000 people in the valley of the North River without food. This is a conservative estimate. There are over 130,000 in Tsing Un District alone. The next harvest of rice cannot be gathered until about the middle of October. Many will not be able to plant for the next crop either because they have no seed or because the fields can not be got into condition for planting. Some of the smaller crops of potatoes, beans, etc., can be gathered within two months.

Allowing five cents a day for each person, making no allowance for cost of transportation and administration, at least \$1,000,000 is needed in this section alone to save the starving.

A second, but scarcely less important need is seed. The Tsing Un Magistrate estimates that 700,000 catties are needed in this district at once and the Yingtak Magistrate that his people require 200,000 catties. Using these figures as a conservative estimate yields 1,300,000 catties as the amount of seed urgently needed in the valley of the North River. The cost of this will be approximately, \$65,000.

The cost of replacing the dykes in Tsing Un District alone is estimated at over \$30,000 Taels. Sz Wool and Sam Shui need at least 10,000 more, or say \$75,000 for the whole. Usually the cost of repairs on the dykes is apportioned among the villages in any given area, but it is absolutely impossible for the people concerned to reconstruct the dykes. As noted below it will most likely be impossible to combine relief of the starving with the work of restoring the dykes. The provincial government should of course help in this work. But we are persuaded that much speedier and more effective relief will be given if direct contributions be made to assist in reconstructing these dykes.

The nature and accessibility of the country together with the extent and character of the damage will determine the method

of relief. These considerations naturally divide the country into three sections:

1. The country as far north as Fei Loi Tsz Pass including Sam Shui, Tsing Un, and Sz Wui Districts. This region is very accessible, it is flat and protected by dykes, hence rice and food distributions are practicable. The river is large and navigable by steam launches. Practically every large centre is accessible. The most natural form of relief is to give the destitute work repairing the dykes, paying them in rice and money, supplemented by free distribution in needy places. Rice can be easily brought in here, making rice distribution more practicable than money.

2. The country north of Fei Loi Tsz with in reach of Yingtak. There are no dykes within this region. Besides the crops, the chief destruction was in buildings and farm animals (water buffaloes). It is not so accessible as District No. 1 but still can be reached by small launches drawing not over two or three feet of water, provided the water gets no lower than at present. Here people could be put to work on public improvements such as roads and bridges to be paid for in rice and money; there should also be free distribution of rice.

3. The country around and to the north of Shiu Chau. The condition at this place does not seem so serious as in districts No. 1 and No. 2, yet there is need here too.

The distance from Canton and Hongkong being great, and the river not navigable by steam propelled boats, make the carrying in of rice very difficult. Officials and missionaries there think enough rice can be secured from places near the destitute region and the best plan would be to send money to be distributed to the needy by the missionaries. This leaves two smaller sections still to be considered.

a. Up Lien Chow River. Owing to distance and shallow rivers money would be the best thing to send here. The Lien Chow missionaries could probably superintend the work.

b. There are many small villages between the two passes and also up small valleys elsewhere that will be hard to reach from either of these sections. Some provision should also be made for these.

Using the estimates given by officials and reckoned from other sources of information, we give the following statistics to be as near the truth as can be obtained under the circumstances.

Number of lives lost: Yingtak 6, Tsing Uen 7, Sam Shui 10, total 23. *Number of people homeless:* Yingtak 8,000, Tsing Uen 8,400, Sam Shui 12,000, total 28,400.

Number of people without food: Kuk Kong 20,000, Yingtak 40,000, Tsing Uen 140,000, Sam Shui 30,000, Sz Wooi 10,000, total 240,000.

Percentage of crops destroyed 80%. Next harvest 9 to 11 month, that is between three and four months from date.

Seed rice needed: Yingtak 200,000 catties, Tsing Uen 700,000 catties, Sam Shui 400,000 catties, total 1,300,000 catties.

Dykes destroyed: Tsing Uen, Main River 30 odd places, total length Chinese feet 9,330 feet. There are also a great number of breaks on the smaller streams.

Tributaries, 50 odd places. Sam Shui, 56 places, total length Chinese feet 10,600 feet. Estimated repairs 50,000 Taels.

North of Yingtak District we have no accurate figures, but missionaries and officials do not seem to think the situation serious there, but there is need of some help.

The above account does not aim to give an idea of the total destruction wrought by the flood. Ten millions of dollars would scarcely cover the loss of property. In giving the number of destitute we have aimed to include only those totally without resources. When it is remembered that all their neighbours suffered severely, it appears how vain it is to hope for much local relief. The situation will grow worse until the next harvest and the number of destitute will increase rather than decrease. If pestilence should break out the plight of the people will be fearful indeed.

Spasmodic, ill-conducted relief measures will do very little to improve the situation. The work should be entrusted to a carefully selected relief committee. The more speedily a beginning is made the easier it will be to deal with the situation.

At Wuchow.

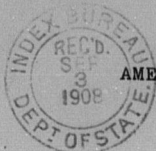
(From Our Correspondent.)

Wuchow, July 17.

The town has now settled down to the ordinary routine of business after the flood. Thanks to the charitable gifts sent up from Canton and elsewhere, immediate distress has been relieved and there is probably little fear of a famine provided the second rice crop proves to be a good one. The methods adopted by the charitably disposed have been typically Chinese. It is well known that whenever any money is to be given away almost all the Chinese, rich or poor alike, are more than willing to have a share. In order to find out who was really poor several curious plans were invented. One was only to help those households whose dwellings had thatched roofs. I am afraid that this method was more ingenious than just. Many quite well-to-do inhabitants of Wuchow received a few dollars whilst others, really poor, were unable to obtain assistance owing to the misfortune of having a leaky tiled roof.

Appeal to Shanghai.

H. E. Viceroy Chang Jen-chun and the Provincial Treasurer and Provincial Judge of Kuangtung have conjointly appealed to H. E. Sheng Kung-pao and his Honour Tsai, Taotai of Shanghai, to raise money for the relief of the sufferers from the floods in that province, due to the overflowing of the banks of the North, East and West rivers. We understand that a meeting of prominent Chinese gentlemen, both of the foreign settlements and the Native City and suburbs, is to be held shortly to devise ways and means in succouring the flood sufferers in the South.



AMERICAN CONSULATE GENERAL,
Canton, China.

No 299.

24th July 1908.

SUBJECT. Money for flood sufferers
in Kwantung Province.

To the Honorable,
The Assistant Secretary of State,
Washington.

Sir,

I have the honor to confirm the Department's
cablegram received yesterday, and my reply thereto, sent
today, as follows:-

" Washington, D.C.
" (Received July 23, 1908)
" American Consul,
" Canton.
" Red Cross has about two thousand dollars
" available relief flood sufferers Southern China. Do
" you advise sending to you for relief committee.
" (sgd) Carr.
" Canton, July 24, 1908.
" Secstate,
" Washington.
" Advise money be sent.
" (sgd) Hull.

Immediately

Immediately upon receipt of the Department's message I saw the members of the Missionary Relief Committee, and informed them that the sum of two thousand dollars was available from the Red Cross Society. The committee informed me that they would be very glad to secure the above sum, and would undertake to see it properly used for the purchase and distribution of seed rice in the flood districts.

While the committee has as yet done no actual relief work, as they wished to wait a few days longer in order to see to what extent the Chinese charitable organisations would meet the situation, still they feel that a great measure of good may be done within the next week by supplying the people with seed rice. If this seed can be planted within the next ten days a new crop may be harvested by October, and thus tide them over until next spring. As practically no seed rice has been distributed in the North River Valley, where there is a great and immediate need for it, the Committee believed, and I concurred with them, that the two thousand dollars could be used in a very helpful way in that section.

A member or two of the Committee will personally see that the money is used properly, and applied to the districts where the need is most imperative.

For the further information of the Department I

enclose

enclose some newspaper clippings furnishing additional reports on the situation.

I have the honor to be, Sir,

Your obedient servant,

William B. Huey
Vice Consul General-in-charge.

Enclosures.

Newspaper Articles.

14244
SEP 5
DEPT. OF STATE

Encl. 9-10.
Canton, China,
July 24, 1908.

Am. Consulate-Gen'l (Hull), #299.
 1908.

and confirms his reply of July 26, 1906, and reports in regard to the disposition to be made of the money sent to relieve flood sufferers in China.

Shou's newspaper article in regard to the situation.

(Rec'd Sept. 5, 1906)

DIVISION OF
FAR EASTERN AFFAIRS.
SEP 5 1908

Mail Sep 5, 1896
File

WEST RIVER FLOODS.

CHINESE OFFICIAL REPORT.

[From Our Own Correspondent.]

Canton, 21st July.

The weiyuans who were ordered to investigate and report on the condition of the flooded districts have now forwarded complete reports to the Viceroy giving the number of sufferers in each of the districts as follows: Namhoi 22,600, Samshui 154,700, Tsing Yuen 144,000, Tungkun 1,637, Shuntak number insignificant, Ko Yiu 25,400, Ko Ming 6,100, Sz Wui 23,000; Hok Shan 7,800.

APPROPRIATION OF RELIEF FUNDS.

T. Tls. 100,000 granted by the Imperial Government for the relief will be apportioned by order of the Viceroy among the following districts in proportion to the number of sufferers stated above. Namhoi 3,500 taels; Samshui 23,300 taels; Tsing Yuen 22,000 taels; Tung Kun 500 taels; Shuntak 300 taels; Ko Yiu 4,000 taels; Ko Ming 1,200 taels; Sz Wui 3,800 taels; Hok Shan 1,400 taels; total 60,000 taels. The balance Tls. 40,000 will be distributed among all other flood-affected districts on completion of investigations.

LIST OF FLOODED DISTRICTS IN THE KWANGTUNG PROVINCE.

NAM HOI DISTRICT.

Name of District.	Name of Embankment.	Size of Breach.
Kong Po Sub-district	Kan Tsz Wai	Over 100 ft.
Do.	Kam Fha Wai	Do.
Wong Ting Sub-district...	Ting Oa Wai	Over 200 ft. and another 500 ft.
Do.	Pak Muk Long Wai	Over 200 ft.
Do.	Fa Kong Wai	Over 100 ft.
Do.	Shek Tsz Tai Wai	Do.
Ng Tau Sub-district	Pan Long Wai	Do.
Do.	Sha Kong Wai	Do.
Do.	Ng A Hoi Wai	Over 40 ft.
Do.	Fu Li Wai	About 10 ft.
Kam Li Sub-district	Ho Long Wai	Unknown
Do.	Tong Ha Chung Wai	Do.
Do.	Man Kau Wai	Do.
Kau Kong Sub-district	Tung Chun Wai	Do.

SAM SHUI DISTRICT.

Name of Embankment.	Size of Breach.	Remarks.
Fui Kong Wai	Over 40 ft.	More than 10 houses collapsed.
Ku Cho Wai	Over 600 ft.	In 2 places.
Sha Tau Wai	—	Over ten places burst & about 10 houses collapsed.
San Chun Wai	Over 200 ft.	—
Shek Pan Wai	Over 100 ft.	—
Wong Kung Wai	Over 800 ft.	In 3 places.
Kan Chung Wai	Over 100 ft.	—
Wing Fung Wai	Over 100 ft.	Over 10 houses collapsed.
Ching Tong Wai	Over 300 ft.	Over 60 houses collapsed.
Tseung Chau Wai	Over 100 ft.	—
Lok Tong Wai	Over 500 ft.	—
A Cheuk Wai	Over 500 ft.	—

CHING YUN DISTRICT.

Name of Embankment.	Size of Breach.	Remarks.
Tai Yau Liu Ki	260 ft.	—
Tseung Chun Po Ki	460 ft.	—
Tsat Sing Kong Ki	760 ft.	—
Sam Kok Ki	560 ft.	—
Shiu Shi Ki	210 ft.	—
Lan Shui Ki	40 ft.	—
Man Tap Ki	450 ft.	In 7 places.
Ching Kong Hau Ki	160 ft.	—
Kong Tau Ki	430 ft.	—
Chik Kong Ki	150 ft.	—
Kam Ting Ki	720 ft., 60 ft., 470 ft. & 660 ft.	4 places.
Sha Shan To Shu Ki	40 ft.	—
Wan Tau K'	7 ft. & 170 ft.	—
Sha Ki Wan Ki	200 ft.	—
Shan Ki Wan Ki	40 ft.	—
Wu Tau Wat Ki	120 ft.	—
Wui Ki heung Ki	300 ft. & 150 ft.	—
Wui Ki Ha Ki	430 ft., 200 ft. & 150 ft.	—
Kai Pai Ki	220 ft. & 300 ft.	—

FA YUN DISTRICT.

Pak Nai Village ..	—
Chik Nai Do.	—
Kwok Tai Do.	—
Tan Po Do.	—
Ng Wo Do.	—
Pat Chu Do.	—
Shiu Mai Do.	—
Wong Ki Shau Village	—
Ma Po Au Village ..	—
Shan Kai Do.	—

KO YIU DISTRICT.

Name of Embankment.	Size of Breach.	Remarks.
To Kai Wai	Over 120 ft. wide by 15 ft. high.	Out of 120 houses 3 only have escaped destruction.
Ngo Tong Wai	Over 40 ft. wide by 10 ft. high.	—
Heung Shan Wai	Over 180 ft. by 20 ft. high.	—
Chik Tong Wai	Over 100 ft. by 10 ft. high.	—
Pung Tong Wai	120 ft. by 20 ft.	First breach at Pak Tong Tau and second at Tse Yung Kok.
—	80 ft. by 18 ft.	—
—	150 ft. by 15 ft.	—
—	130 ft. by 18 ft.	—
Chik Ting Wai	100 ft. by 16 ft.	Both breaches at Nam Heung Ki.
—	110 ft. by 18 ft.	—
Pak Shek Wai	90 ft. by 10 ft.	—
Kam Kai Wai	Over 300 ft. wide.	Saved by prompt action although partly inundated.
All houses adjacent to the above embankments with the exception of the last one have been destroyed.		

KUK KONG DISTRICT.

The City of Shiu Chau Fu flooded

YING TAK DISTRICT.

All that part of the district under the direct supervision of the Magistrate and the Kwong Hau Sub-district are entirely flooded.

HOK SHAN DISTRICT.

Name of Embankment.	Size of Breach.	Remarks.
Tseun Lok Wai	Over 650 feet.	—
Wong Chung Wai	400 feet.	—
Tai Kwan Wai	230 feet.	—
Tuk Kong Wai	240 feet.	—
Long Wai	—	—
Shek Yin Wai	—	—
Ku Kong Tam Wai	350 feet.	—

SZ WUI DISTRICT.

Name of Embankment.	Size of Breach.	Remarks.
Lung Fuk Wai	Over 400 feet.	—
Wong Kong Wai	350 feet.	—
Pan Huk Wai	200 feet.	—
Tai Hing Wai	570 feet.	—
Ko Lo Wai	720 feet.	—

KO MING DISTRICT.

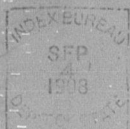
Name of Embankment.	Size of Breach.	Remarks.
Sam Chau Wai	Over 300 ft. At Tai Wui Kok Ki.	—
Pak Hok Wai	Over 100 ft. At sheung Kai Tau Ki	—
Chan Ting Wai	Over 100 ft. At Sheung Tai Kong Keung Ki.	—
Tai Sha Wai	Over 500 ft. At Tai Sha Tau Ki.	—

INDEX BUREAU

100 - NEW YORK

N-101-10
AMS-10 COMPANY

RECEIVED
JUL 24 1966



AMERICAN CONSULATE GENERAL,
Canton, China.

No. 296.

22nd July 1908.

SUBJECT. Floods in the Kwangtung Province.

To the Honorable,
The Assistant Secretary of State,
Washington.

Sir,

In continuation of my Nos 281 and 285 dated June 23, and July 2, 1908 respectively, I have the honor to forward herewith copies of two reports which have kindly been handed to me by the Reverend R.E. Chambers, one of the members of the investigating party which visited the North River Valley for the purpose of ascertaining the conditions of the flood sufferers in that district.

As will be seen by these reports the distress of the people is quite acute, and it is the intention of the Missionary Committee which has been organised here to take steps to relieve the situation as soon as possible, in case the Chinese are unable to meet it.

The missionary committee will endeavor to keep constantly in touch with the conditions there, and if the situation warrants it intend to solicit funds from abroad.

Copies of these reports have sent to the Legation at Peking.

I have the honor to be, Sir,

Your obedient servant,

Willard B. Huey
Vice Consul General-in-charge.

14244/11-13

DEPT OF STATE

Floods in China.

Encl. 11-13. Canton, China.
July 22, 1908.

Am. Consulate Gen'l (Hull) #296

In continuation of his Nov. 281
and 285 dated June 23 and July 2,
1908, respectively, encloses two
reports by Rev. R. E. Chambers in
regard to the conditions of the
flood sufferers in the North River
valley, and states that it is the
intention of the Missionary Commit-
tee to take steps to relieve the
situation if the Chinese are not
able to meet it.
H.
(Rec'd Sept. 4, 1908)

BUREAU

DIVISION OF
AFRICAN AFFAIRS
SEP 11 1908
W.D.

ack file
100
Sept. Oct. 1-08

File

Enclosures.

Copies of two Reports on Floods in Kwangtung.

14244
11-1
DIVISION OF
EASTERN AFFAIRS.
BUREAU

Enclosure with despatch No 296.
dated 22nd July 1908,

(Copy)

9th July 1908.

Willard B. Hull, Esq:

American Vice Consul General,
CANTON.

Dear Mr Hull,

Thanks to your kindness in applying to the Viceroy, and to his responding, Dr Oldt and I are making our trip in entire comfort. But far more important than that we are being afforded every opportunity for attaining the object of our trip. Although we have scarcely more than started we have already learned enough to justify our trip. While I cannot give you accurate or complete information, I feel sure that you will be interested in a preliminary and partial report. We reached Sainam early yesterday morning. Considerable damage was done there; numerous houses more or less injured, and the crops all round entirely destroyed, but very few lives lost. There are some people with little or no food in that section, but nothing is yet being done for them. About thirty houses were destroyed in one village just below Sainam and four or five lives lost. One hundred or more are homeless, but are being cared for temporarily.

At Sam Shui I called on the Commissioner and the Chinese likin Official, but they gave me no information of importance. The water during the recent flood was nearly one foot higher than any previous record. But it rose slowly, only about one foot in twenty-four hours, and so the people had time to get away and also to save most of their movable property. We were told that conditions were bad up the West River and Sz Woi, but could get no

definite

definite facts. We go up to Sz Wool.

Lo PAAU, an important market-town about eighteen miles north-west of Sam Shui was badly damaged by the flood. Several scores of houses were literally washed away. Three bad breaks in the dyke about a mile above the town, amounting together to about one thousand feet and one break one hundred feet long in the town let the water come in behind the town, and thus a large area was flooded.

"Ten Thousand" people were driven to the hills by the high waters. Only a few lives were lost, probably not more than eight or ten, but the breaks in the dykes came so suddenly that very little property was saved. Several thousand people are without food in that section. I saw about two thousand women and children, and six hundred men, being fed yesterday afternoon back of Lo PaaU. I counted a section, and estimated from that, and the figures given are conservative, and approximately correct. The food given was thick rice congee mixed with sweet potatoes. About \$150 is being used each day. The local benevolent society was administering the funds and supplies sent up from Canton and other places. They had supplies for only two or three days longer. I talked with various officials and some of the gentry and left blanks to be filled in to be given to me when I return.

We reached Shek-kok about nine o'clock this morning. There we found the District Magistrate (Tsing Yen) and the Military Officer in charge of this river. They report a most distressing state of affairs. Crops throughout the district are nearly all destroyed, possibly twenty per cent of a crop may be gathered. There are twenty-eight breaks in the dykes in this district alone with a total

length of some nine hundred Chinese feet. The matter of first importance is to repair these dykes. The first harvest should be gathered about the end of this month and then the new crop planted. But nothing will be safe until the dykes are repaired. There are about 150,000 people in this district alone without food. Several thousand houses have been swept away, and many others more or less damaged. I had a very satisfactory talk with the Magistrate and the Military Officer and they promised to give us as complete and accurate information as possible upon our return from up the river. Two students from our Theological Seminary in Canton, who live in this district, whom Mr Snuggs instructed to make careful investigation, confirm all the above so far as they have investigated. They have carefully examined the area drained by two small streams one on the east and the other on the west side of North River and report the entire country devastated by the flood. In one section, more than ten thousand people are without food and destined to starve unless outside help is received. More complete information I cannot give until we return. We are taking pictures of more important views. We examined carefully one bad break in the dyke. It was about three hundred feet long. Enormous amounts of labor will be required to repair the damage done. One of the best ways to relieve suffering is to give money and food to those who will work on the dykes. I have not seen any work being done on them except on a break a little above Sainam. The people are occupied with their farms and with saving what they can from the

wrecks of their homes. The relief that has been given so far has benefitted only those near the main river. Persons living up valleys from the river are in a pitiable condition. The two students report these significant facts. We hope to reach Yingtak tomorrow (Friday) but may decide to spend more time at different places on the river.

With kind regards,

Yours sincerely,

(sgd) R. E. Chambers.

Six districts on the North River were seriously affected by the recent flood, namely, Sam Shui, Sz Wool, Tsing Uen, Yingtak, Kuk Kong, and Yan Fa. Nam Hung Chow, Lok Cheung, Ue Uen, and Lien Chow were also flooded and considerable damage was done.

The undersigned have been afforded every possible facility for learning the condition of the flooded area during the ten days that they have been travelling through it. The officials of every grade, both civil and military, have helped us in every way they could. First, the Viceroy placed at our disposal a gun-boat, which towed our house-boat to Tsing Uen City and there His Excellency Captain General Yang detailed a shallow draft steam launch to tow it to Yingtak. In each city the head officials readily co-operated with us in gathering information. We left blank forms as we proceeded up the river and collected them as we returned. The figures, as complete and accurate as we can make them are given below. A special Wai Yuen, Mr H. Leuh Yung Nien, accompanied us, partly as an escort, and partly to make investigation of the flooded districts, and report to the Viceroy. We were very much aided in each district by the native Christians.

A student of a Theological Seminary had spent several days walking through one section of Tsing Uen district for the purpose of learning the condition of the people and gave us much detailed information. The Wesleyan Missionaries at Shiu Kwan, Messrs Hutchinson and Ellison, gave us much help and some details of the flood in the immediate vicinity of the prefectural city.

Our first stopping place was Sainam, which is three miles east of Sam Shui District city. We went up on a hill back of the city and hence had a view of the country for ten miles or more in every direction. Three

hours were spent in Sam Shui, which we occupied with a visit to the Commissioner of Customs and the Chinese official who is head of the likin station. Our route thence was up the North River. At Shek Kok, a market town about twelve miles south of the District City we found the Magistrate and His Excellency Yang, who were there on a tour of investigation. They accompanied us to the District City and there we had an hour's conference with them, talked with a number of native Christians and then proceeded up the river. Our boat anchored for the night at Paak Miu, a small town just below the famous Fei-loi Pass. Our progress the next day was slow as the current was swift, and the launch small. We spent half an hour with one of the foreign engineers in charge of the construction work on the Canton Hankow Railway at Tai Mau. The mouth of the Lien Chow River was reached after dark. About noon the next day, the fourth after leaving Canton, we reached Yingtak. The district Magistrate was away investigating a portion of the flooded area, and we talked with the Assistant Magistrate and the head military officer, also with a number of native Christians. The next day we started for the prefectural city. We made this last stage of the journey overland so that we might observe more of the conditions of the country, and also to save time. We reached Shiukwaan in a day and a half, spent some six hours there and then came back to Yingtak in a small house-boat. From there our house-boat was towed back over the same route as the upward journey.

The most serious result of the flood is the destruction of growing crops. From the prefectural city of Shui Chow down the full length of the river, on both sides, extending back to the foot hills which in some places are two or three miles away, the crops of all kinds are totally destroyed. In some cases where the river was swift, the growing crops together with the soil was washed away. In other places where the water was comparatively still the crops were flooded so long that they died, in other places so much silt was deposited that they were buried. Only a few plants survived in the places covered by the waters.

Probably the next most serious result of the flood is the destruction of dykes. This concerns only Sam Shui, Sz Wooli, and Tsing Uen. The last named suffered most. Besides thirty-seven breaks in the main river dykes, aggregating a length of over ten thousand feet, there were hundreds of breaks in the dykes along the smaller streams, which are just as essential to the protection of the cultivated lands. The labor and expense of restoring these dykes will be enormous, and far beyond the resources of the people. But not even the next harvest will be assured unless the dykes are partially restored. A rise in the river of only a few feet from its present level would be fatal to a new crop in the exposed areas.

Another very serious result of the flood is that great areas of land have been covered with vast deposits of sand. It will be years in some cases before such land can be used again. Some is permanently desolated. A few plots of land may have been benefitted by the deposit of

silt.

The destruction of houses has been enormous. Some villages were entirely swept away, not a vestige of anything remaining. In every town and hamlet along the whole length of the river there was more or less destruction. There has also been great destruction of household effects, stores of grain and other food stuffs. Many hundreds of animals used for food were swept away and there was also considerable loss of water buffaloes that are essential to the cultivation of the rice fields.

The loss of life was comparatively inconsiderable. In six districts the total loss scarcely reached fifty. The water rose so gradually that the people had time to escape to the hills. At present there are no signs of an epidemic. But it is almost too much to hope that there will be none, and there is a great probability that many who escaped from the floods will be swept away by pestilence if not by famine. Speedy and sufficient outside help is the only hope of saving many tens of thousands who live in the flooded districts.

At Sainam, where we ascended a hill, back of the city, as far as we could see the fields to the North and East were still covered with water, because the dykes at this lower place, together with the high water in the river, would not let the water out which had come in through the broken dykes at a higher elevation farther up the river. There was one hopeful sign here; the people were busy repairing the broken dykes above the city.

At Lo Pau the situation is more worse. There were four breaks in the dykes with a total length of at least

four hundred yards. Two or three hundred yards of a village built on the dyke above Lo Pau was washed away with the dyke. The other break washed away thirty odd houses. The people barely had time to escape, the water came so suddenly. Three hundred of these homeless people were living in rude shelters on the hillsides. Between two and three thousand people were daily being fed with a gruel of rice and sweet potatoes. There was not the slightest evidence that the people were beginning to repair the damage done to the dykes and houses or to remove the sand covering the rice fields.

Leaving Tsing Uen we could see small villages along the shore partially or wholly destroyed. Many people stood along the shore holding empty baskets and sacks waiting for some one to come to distribute rice. We got off the boat above Tai Miu and went through one of these villages. Most of the houses were destroyed. Going through the business street we saw only one shop selling rice, and it had very little. There was very little meat, vegetables, or fruit in sight, and that was inferior in quality. All we saw was barely worth \$2 Mexican. The people gave us a petition asking for help, which they had ready for the first person who came along.

The journey from Yingtak to Shiu Kwaan was made overland to see the country back from the river as well as to save time.

With one exception the crops around Ma Pa Market were destroyed. From Ma Fu Kong to Sha Hau was especially bad. The ground above the high water was not good for farming. All the arable land was flooded. At one place in a bamboo grove the people were gathering *Beuris* for

fuel. They said that there were about a thousand people at that place without food. In another little valley where the crops were destroyed, one person said they were eating leaves.

One of the worst sights going from Yingtak to Shiu Chau (Kwaan) was met with on approaching Sha Hau, while still several miles or more from the city we met people in such numbers as to form practically a procession at times; most of these had empty sacks or bags. They were country people without food who had heard that free rice was to be distributed at Sha Hau. They came only to be disappointed. Rice was for sale, but not to give away. Some could buy, the rest came away empty handed. They looked hungry.

What relief is needed? First and immediately, food. There are approximately 250,000 people in the valley of the North River without food. This is a conservative estimate. There are over 130,000 in Tsing Yen District alone. The next harvest of rice cannot be gathered before about the middle of October. Many will not be able to plant for the next crop either because they have no seed, or because the fields cannot be gotten into condition for planting. Some of the smaller crops, of potatoes, beans, etc., can be gathered within two months. Allowing five cents a day for each person, making no allowance for transportation and administration, at least \$1,000,000. is needed in this section alone to save the starving.

A second, but scarcely less important need is seed. The Tsing Yen Magistrate estimates that 700,000 catties are needed in this district at once, and the Yingtak Magistrate that his people require 200,000 catties. Using these figures as a basis a conservative estimate

yields 1,300,000 catties as the amount of seed urgently needed in the valley of the North River. The cost of this will be approximately, \$65,000.

The cost of replacing the dykes in Tsing Yen District alone is estimated at over 30,000 taels. Sz Wui and Sam Shui need at least 10,000 more, or say \$75,000 for the whole. Usually the cost of repairing dykes is apportioned among the villages in any given area, but it is absolutely impossible for the people directly concerned to reconstruct the dykes. The provincial government should of course help in this work. But we are persuaded that much speedier and more effective relief will be given if direct contributions be made to assist in reconstructing these dykes.

The nature and accessibility of the country together with the extent and character of the damage will determine the method of relief. These considerations naturally divide the country into three sections:-

(1) The country as far north as Pei Loi Tsz Pass including Sam Shui, Tsing Yen, and Sz Wui districts. This region is very accessible, it is flat and protected by dykes, hence rice and food distributions are practicable. The river is large and is navigable by steam launches. Practically every large center is accessible. The most natural form of relief is to give the destitute work repairing the dykes, paying them in rice and money, supplemented by free distribution in needy places. Rice can easily be brought in here, making rice distribution more practicable than money.

(2) The country north of Pei Loi Tsz within reach of Yingtak. There are no dykes within this region. Besides the crops,

the chief destruction was in buildings and farm animals (water buffaloes) It is not so accessible as District No.1, but still can be reached by small launches drawing not over two or three feet of water, provided the water gets no lower than at present. Here the people could be put to work on public improvements, such as roads and bridges, to be paid for in rice and money; there should also be free distribution of rice.

(3) The country around and to the north of Shiu Chau. The condition at this place does not seem so serious as in Districts No.1 and No. 2, yet there is need here too. The distance from Canton and Hongkong being great, and the river not navigable by steam propelled boats make carrying in of rice very difficult. Officials and missionaries there think enough rice can be secured from places near the destitute region. The best plan to relieve sufferers in this region would be to send money to be distributed to the needy by the missionaries. This leaves two smaller sections still to be considered.

(1). Up Lien Chow River. Owing to distance and shallow river money would be the best thing to send here. The Lien Chow missionaries could probably superintend the relief work.

(2). There are many small villages between the two passes, and also up small valleys elsewhere, that will be hard to reach from either of these sections. Some provision should also be made for these.

Using the estimates given by officials and reckoned from other sources of information, we give the following statistics to be as near the truth as can be obtained under the circumstances.

Number of lives lost: Yingtak, 6, Tsing Uen, 7, Sam Shui, 10,

total

total, 23.

Number of people homeless: Yingtak, 8,000, Tsing Uen, 6,400, Sam Shui, 12,000, total 28,400.

Number of people without food: Kuk Kong, 20,000, Yingtak, 40,000, Tsing Uen, 140,000, Sam Shui, 30,000, Sz Wooi, 10,000, total 240,000.

Percentage of crops destroyed, 80%. Next harvest 9th to 11th moon, that is, between three and four months from date.

Seed rice needed: Yingtak, 200,000 catties, Tsing Uen, 700,000 catties, Sam Shui, 400,000 catties, total, 1,300,000.

Dykes destroyed: Tsing Uen, Main River, 30 odd places, total length 9,330 Chinese feet. There are also a great number of breaks on the smaller streams.

Sam Shui, 56 places, 10,600 Chinese feet total length.

Estimated repairs 50,000 taels.

North of Yingtak District we have no accurate figures, but missionaries and officials do not seem to think the situation serious there, but there is need of some help.

The above account does not aim to give an idea of the total destruction wrought by the flood. Ten million dollars would scarcely cover the loss of property. In giving the number of destitute, we have aimed to include those totally without resources. When it is remembered that all their neighbours suffered severely, it appears how vain it is to hope for local relief. The situation will grow worse until the next harvest and the number of destitute will increase rather than decrease. If pestilence should break out the plight of the people will be fearful indeed.

Spasmodic, ill-directed relief measures will do very little to improve the situation. The work should be entrusted to a carefully selected relief committee. The more speedily a beginning is made the easier it will be to deal with the situation.

(Sgd.) R. E. Chambers.



AMERICAN CONSULATE GENERAL,
Canton, China.

No 306.

7th August 1908.

SUBJECT. Floods in Kwangtung Province.

To the Honorable,
The Assistant Secretary of State,
Washington.

Sir,

I have the honor to confirm the Department's cable instructions received on 5th instant, as follows:-

"	Washington.D.C.	"
"	American Consul General,	"
"	Canton.	"
"	Two thousand dollars received from Red Cross	"
"	relief flood sufferers southern China draw	"
"	Secretary State at sight for amount and turn	"
"	over to recognised relief committee securing	"
"	committee's receipt for Red Cross.	"
"	(sgd) Bacon.	"

The amount of \$2-000 Gold was drawn on 5th inst. and has been handed over to the Reverend R.E. Chambers of the American Baptist Mission, who is Treasurer of the "Flood Relief Committee".

Two missionaries, members of the Relief Committee, expect to leave in a day or two for the North River Valley for the purpose of distributing the funds.

A full report of the use to which this money has been put will be forwarded upon the return of the representatives of the committee.

I enclose statement from the International Banking Corporation showing the amount of Mexican dollars received for the draft, also receipt from the Rev. R.E.Chambers

for

for \$4,519.77 Hong Kong currency.

I have the honor to be, Sir,

Your obedient servant,

Willard B. Huey
Vice Consul General-in-charge.

Enclosures.

Acknowledgement from Bank.

Receipt of Rev. R.E. Chambers.

INDEX BUREAU

7

31
4244
14-16
DEPT. OF STATE

BUREAU

DIVISION OF
FAR EASTERN AFFAIRS
SEP 12 1908

Ch. Bu.

Floods in China.

Encl. 14-16. Canton, China.

Aug. 7, 1908.

Am. Consulate Gen'l (Hull) #306.

Confirms Dep't's telegram of
Aug. 5th, and transmits state-
ment from the Int'l Banking Cor-
poration and receipt from Rev.
R. Z. Chambers for \$4,519.77

Hong Kong currency, to be applied
to the relief of flood sufferers
in southern China.
B. (Rec'd Sept. 10, 1908.)

Order by Bureau
& to Red Cross
Sept. 25, 1908

FILE
C.L.C.

14244/14-16

Co/Ha

DEPARTMENT OF STATE,

WASHINGTON.

September 25, 1908.

Charles L. Magee, Esquire,

Secretary, American National Red Cross,

War Department.

Sir:

Having reference to previous correspondence relative to the gift by the American National Red Cross of two thousand dollars (\$2,000) for the relief of the flood sufferers in southern China, I transmit herewith copy of a report which has been received from the Consul General at Canton, China, reporting the delivery of the money to the Treasurer of the Flood Relief Committee and stating that two members of the said Committee would shortly leave Canton for the North River Valley for the purpose of distributing the funds.

I am, Sir,

Your obedient servant,

HUNTINGTON WILSON.

Third Assistant Secretary.

Enclosures:

From the Consul General at Canton, No. 306, August 7, 1908, with original enclosures.

A true copy of
the signed original.
RM

INDEX BUREAU

17

12
14-16
DEPT. OF STATE

BUREAU

DIVISION OF
EASTERN AFFAIRS
SEP 12 1908

Ch. Bu.

Floods in China.

Encl. 14-16.

Canton, China,

Aug. 7, 1908.

Am. Consulate Gen'l (Hall) #306.

Confirms Dep't's telegram of
Aug. 5th, and transmits state-
ment from the Int'l Banking Cor-
poration and receipt from Rev.
R. B. Chambers for \$4,519.77
Hong Kong currency, to be applied
to the relief of flood sufferers
in southern China.
R. (Rec'd Sept. 10, 1908.)

acked by Bureau
+ to Red Cross
Sept. 25, 1908.

FILE
C.L.G.

14244/14-16

Co/Ha

DEPARTMENT OF STATE,
WASHINGTON.

September 25, 1908.

Charles L. Magee, Esquire,
Secretary, American National Red Cross,
War Department.

Sir:

Having reference to previous correspondence relative to the gift by the American National Red Cross of two thousand dollars (\$2,000) for the relief of the flood sufferers in southern China, I transmit herewith copy of a report which has been received from the Consul General at Canton, China, reporting the delivery of the money to the Treasurer of the Flood Relief Committee and stating that two members of the said Committee would shortly leave Canton for the North River Valley for the purpose of distributing the funds.

I am, Sir,

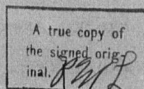
Your obedient servant,

HUNTINGTON WILSON.

Third Assistant Secretary.

Enclosures:

From the Consul General at Canton, No. 396, August 7,
1908, with original enclosures.



No.

To

aga

Dis

of

the

in

th

ur

Di

th

su

th

ob

Tu

co

to

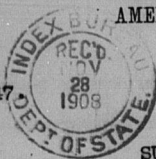
to

ba

n

a

T



AMERICAN CONSULATE GENERAL,

Canton, China.

No. 347

22nd October 1908.

SUBJECT. Floods in Kwantung Province.

To the Honorable,

The Assistant Secretary of State,
Washington.

Sir,

I have the honor to inform you that this Province has again been visited by disastrous floods, Sunning and Hoiping Districts having suffered on this occasion. The first signs of the flood were seen about the 12th instant, and by the 15th the whole country in those districts was under water.

Reports giving details of the conditions and the distress in the flooded districts continue to arrive daily. They agree in the more essential details concerning the destruction done, and urge for immediate relief for the sufferers. In the Sunning District the rivers rose rapidly as much as thirty feet on the 11th instant, and many houses collapsed, others being entirely submerged. In Lo Ting District the water rose to the doors of the houses, even in the more elevated parts, and the people were obliged to seek shelter in the hills. The greater part of Tung On District was also inundated, and a number of houses collapsed in Yiu Ku Market. The Sunning Railway has suffered to a great extent. A large portion of the road from Sunning City to the market-town of San Cheung has been washed away, leaving bare rails and track only. The new market-town of Kung Yick Fau near to San Cheung was completely under water, which was as high as eight feet, half the buildings in the town being destroyed. The market-places of San Cheung, Cheung Sha and Pik Hoi are all

situated

111

111

THE [illegible] OF THE [illegible]

THE [illegible] OF THE [illegible]

THE [illegible] OF THE [illegible]

THE [illegible] OF THE [illegible]

THE [illegible] OF THE [illegible]

THE [illegible] OF THE [illegible]

THE [illegible] OF THE [illegible]

THE [illegible] OF THE [illegible]

THE [illegible] OF THE [illegible]

THE [illegible] OF THE [illegible]

THE [illegible] OF THE [illegible]

THE [illegible] OF THE [illegible]

THE [illegible] OF THE [illegible]

THE [illegible] OF THE [illegible]

THE [illegible] OF THE [illegible]

THE [illegible] OF THE [illegible]

THE [illegible] OF THE [illegible]

THE [illegible] OF THE [illegible]

THE [illegible] OF THE [illegible]

THE [illegible] OF THE [illegible]

THE [illegible] OF THE [illegible]

THE [illegible] OF THE [illegible]

THE [illegible] OF THE [illegible]

THE [illegible] OF THE [illegible]

THE [illegible] OF THE [illegible]

THE [illegible] OF THE [illegible]

situated close to the river, and naturally suffered most. The telegraph wire from Canton to San Cheung was damaged and messages were transmitted via Kongmoon. The rain, which continued to pour down in torrents stopped, on the 15th, the weather moderating and the flood gradually subsiding. Though the loss of life cannot at present be estimated with any degree of accuracy it is thought that the death-roll in the Hoiping District alone cannot be placed at less than three thousand. This is considered a conservative estimate considering that the whole of the district was inundated.

It is reported that the number of houses which have collapsed or have been swept away totals over a thousand. In the vicinity of the market-town of Pak Hap houses which were on a level with the river were swept away before the inmates had time to escape.

The people of these stricken districts are in a state of utter destitution, and efforts have been made at relief to some extent. The Central Relief Committee (Chinese) has detailed eight expeditions to proceed by launch to the localities affected distributing food and necessities to the sufferers, and Viceroy Chang has sent deputies to investigate the conditions and devise means for affording adequate relief.

I have the honor to be, Sir,

Your obedient servant,

William B. Huey
Vice Consul General in Charge.

INDEX BUREAU

7 117
1244
117
DEPT. OF STATE

Floods in China.

Nov. 17. Canton, China, 1906.

October 22, 1906.

Am. Consulate Gen'l (Hall) #347.

Reports in detail regarding

the floods in Kwantung Province on

the 15th instant, which caused

much loss of life and property,

and states that the Central Relief

Committee (Chinese) has detailed

8 expeditions to proceed by launch

to the localities affected dis-

tributing food and necessaries to

the sufferers, and that Viceroy

Cheng has sent deputies to inves-

tigate the conditions and devise

means for affording adequate relief.

Dr. (Rec'd Nov. 28, 1906.)

DIVISION OF
FAR EASTERN AFFAIRS.

DEC 7 1908

FILE

File 5 acc'd Dec 9 1908

Consular Division

W. C. C.

CONSULAR
DEC
9
1908
BUREAU

AMERICAN CONSULATE GENERAL,
Canton, China.

No. 384.

December 14, 1908.

SUBJECT: The Fund of \$2000 from the
Red Cross Society.

To the Honorable

The Assistant Secretary of State,

Washington, D. C.

Sir:

I have the honor to inform you that Dr. Charles K. Edmunds, the Secretary of the Canton Flood Relief Committee, has just returned to this city and in compliance with my request has submitted the enclosed report relative to the distribution of the fund of \$2000 from the American National Red Cross Society, which was sent by cable to this office by the Department on August 3, 1908.

Mr. Charles L. Magee, the Secretary of the American National Red Cross Society, asked me some time ago to send him a copy of any report on this subject, and I have today forwarded to him a copy of the enclosed.

I have the honor to be, Sir,

Your obedient servant,

Willard B. Hues
Vice Consul General in Charge.

Enclosure:

Copy of report.

DEC 7 1908
DIVISION OF
AFRICA
AFRICA
AFRICA

18 JAN 14 24 44
DEPT. OF STATE
18-19

Floods in China.

Encl. 18-19. Canton, China, December 14, 1908.
Am. Consulate Gen'l (Hull) #384.
Enclosures, for transmission to
the American National Red Cross
Society, a report by Dr. Charles
K. Edmunds, Secretary of the Canton
Flood Relief Committee, in regard
to the distribution of the fund of
\$2,000.00 contributed by the Am.
National Red Cross.
L. (Rec'd January 18, 1909)

DIVISION OF
FOREIGN AFFAIRS.

JAN 22 1909

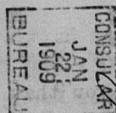
Quap

Candler Bureau

4

Checked by form

Jan 15 / 09



File No

Report to W. B. Hull, Esq., American Vice Consul
General in Charge, Canton,

in re

Aid given to Flood Sufferers, Summer 1908,

by

Expenditure of \$2000 Gold, received from The Red
Cross Society, U. S. A.

Amount received

\$4519.77 Mex.

Disbursed in three lots

- A. To Rev. Mr. Roach of the Baptist
Mission on North River, Yingtak 1000.00 Mex.
- B. To Chinese Committee (per Kwong
On & Co.) for West River Relief 1000.00 Mex.
- C. To Rev. W.W. Clayson, London Mis-
sion, Acting in cooperation
with Chinese Comm. on North
River, Tsing Yuen, and Sham
Shui Districts 2519.77 Mex.

The most needy districts were Yingtak and Tsing Yuen,

The money was spent in the following manner in the
three cases.

A. Employment given to a daily average of 80 - 85
men and women at 30 cents and 25 cents (Mex) per day re-
spectively, during some forty days, tiding them over the
worst period of want until local officials came to aid more
effectively. Work was the repairing of a main public
highway. The Baptist Mission supplied the necessary road
material, lime, etc. There remains a balance of \$200 Mex.
on hand.

B. While in Yingtak it was thought wisest to give
employment to the needy as above described, along the West
River it was deemed best to give money direct. In this
region rice and other foodstuffs were being sold at a re-
duction of 30% or 40% through the agency of local gentry
of wealth, the officials, and the native benevolent insti-
tutions. \$1000 was, then, distributed through the Native
General Committee from the united Churches of Canton, and

some

General Committee from the United Churches of Canton, and
of wealth, the officials, and the native benevolent insti-
tutions. \$1000 was, then, distributed through the Native
question of 30¢ or 40¢ through the agency of local gentry
region rice and other foodstuffs were being sold at a re-
River it was deemed best to give money direct. In this
employment to the needy as above described, along the West

B. While in Yingtak it was thought wisest to give
on hand.

material, lime, etc. There remains a balance of \$200 Mex.
highway. The Baptist Mission supplied the necessary road
effectively. Work was the repairing of a main public
worst period of want until local officials came to aid more
respectively, during some forty days, tiding them over the
men and women at 30 cents and 25 cents (Mex) per day re-

A. Employment given to a daily average of 80 - 85
three cases.

The money was spent in the following manner in the
The most needy districts were Yingtak and Tsing Yuen,

- Shui districts
River, Tsing Yuen, and Shan
ation, acting in cooperation
with Chinese Comm. on North
To Rev. W.W. Clayton, London Mis-
On & Co.) for West River Relief 1000.00 Mex.
To Chinese Committee (per Kwong
Mission on North River, Yingtak 1000.00 Mex.
A. To Rev. Mr. Roach of the Baptist
Disbursed in three lots

Amount received \$4519.77 Mex.

Cross Society, U. S. A.
Expenditure of \$2000 Gold, received from The Red

Aid given to flood sufferers, Summer 1908.

General in Charge, Canton,
Report to W. B. Hall, Esq., American Vice Consul

JAN 22 1909
Oreg

some thousands of people supplied with cash to buy food at these reduced rates.

C. In Tsing Yuen and Sam Shui Districts, Mr. Clayson personally assisted the Native Committee in distributing tickets which were redeemable in cash at three centers, Tsing Yuen, Shek Kok, and Sai Nam. Rather thorough investigation was made so as to reach the most needy, and especial attention was given to villages lying in from the river which had in fact suffered most from devastation of crops and yet had up till the time of this relief been least helped, because living back from the river they did not know how to get relief, and had few chances of earning any support.

The method of distribution adopted was very laborious, but it is thought that it was the most satisfactory. Those wanting most relief were reached and given tickets, and even if they were too weak to go to the center to get the money, they could be trusted to see that they did get it. Those helped in these districts were mostly, widows, the blind, lame and diseased, and aged. Two days around each center were taken to distribute tickets, and one day at the center for distribution of money - with which the people then bought foodstuff at reduced prices from the Officials or Benevolent Societies - the latter turning their money over and over as long as it lasted under this depreciating process.

The \$2519.77 (Mex) which our Committee gave Mr. Clayson was put with that of the Native Christian Comm., making a total of \$4610 - which was disbursed at the three centers as follows: Tsing Yuen \$1448; Shek Kok \$1047; and in Sai Nam \$1115.

It can confidently be said that but for the timely aid this money made possible, several thousands of people
on the

some thousands of people supplied with cash to buy food at these reduced rates.

9. In Tain Yuen and Sam Shui Districts, Mr. Grayson personally assisted the Native Committee in distributing tickets which were redeemable in cash at three centers. Tain Yuen, Shek Kok, and Sai Nam. Rather thorough investigation was made so as to reach the most needy, and especial attention was given to villages lying in from the river which had in fact suffered most from devastation of crops and yet had up till the time of this relief been least helped, because living back from the river they did not know how to get relief, and had few chances of earning any support.

The method of distribution adopted was very laborious, but it is thought that it was the most satisfactory. Those wanting most relief were reached and given tickets, and even if they were too weak to go to the center to get the money, they could be trusted to see that they did get it. Those helped in these districts were mostly widows, the blind, lame and diseased, and aged. Two days round each center were taken to distribute tickets, and one day at the center for distribution of money - with which the people then bought foodstuffs at reduced prices from the market. The relief station supplied the necessary foodstuffs, etc. There remains a balance of 5000 dollars of their money over and over as long as it lasted under this deprecating process.

The \$250,000 (Mex) which our Committee gave Mr. Grayson was put with that of the Native Christian Comm., making a total of \$450,000 - which was disbursed at the three centers as follows: Tain Yuen \$144,800; Shek Kok \$104,400; and Sai Nam \$111,800. The native supervisors, and the officials, if can confidently be said that but for the timely aid this money made possible, several thousands of people on the

on the verge of starvation would have suffered worse agony than they did.

Our Committee wishes to offer our most sincere and appreciative thanks to the Red Cross Society for this timely aid, and to you for your kind offices in the matter.

Respectfully submitted,

C. K. EDMUNDS,

Secretary.

To Hon. W. B. Hull,

American Vice Consul General in Charge.

No. 122.



AMERICAN CONSULATE-GENERAL,

Tientsin, China, August 13, 1909.

SUBJECT: Damage from Floods in North China.

THE HONORABLE

ASSISTANT SECRETARY OF STATE,

WASHINGTON, D. C.

SIR:

I have the honor to inform you that during the latter part of July and the first week in August the Province of Chihli, which constitutes the major portion of this Consular District, the three provinces of Manchuria, and, in general, practically all of China north of the Yangtze River suffered severely in damage to crops and lines of communication from exceptionally heavy rains. The autumn crops throughout a large part of this province and Manchuria have been ruined and the people have already begun to show signs of restlessness in the face of the impending distress which must follow the calamity. In Wuhu on the Yangtze, where the cotton crop will not be more than 10% of last year's yield and where the rice crop is all but ruined, rice is selling at \$5.00 Mexican a picul (133 lbs), while in Kiangse, where the crop is uninjured, it is selling at \$2.00 for 200 pounds.

On July

On July 26th notice was given that communication by rail between Shaho and Kalgan had been interrupted by floods, but on August 5th the line was again in order and trains being run through. Shaho is situated on the Shaho or Sandy River, about twenty miles north of Peking on the newly completed Peking-Kalgan Railway. The track at this place was washed from the bridge across the Shaho but the bridge was not injured and the track soon replaced. The more serious interruptions occurred between Nankou and Hsuanhuafu, twenty miles south of Kalgan. The railway between these two points runs up the valley of a tributary to the Hun River and the track was washed out in seven or eight places. The effect of this interruption will be felt most severely by the wool trade. Kalgan is the gateway into China for a great part of the Mongolian wool which comes into this port, and the up-country merchants were attempting to send down this season's crop by rail - instead of waiting until the autumn, when the camel trains, which are taken off during the summer months, were put on again - when the rains occurred. An American wool merchant who travelled to Kalgan and back while the train service was still stopped informed me that he saw scores of open cars filled with wool standing on the tracks north of Nankou, as well as a large amount of wool lying out unprotected in Kalgan itself, in pouring rains. During the last week little rain has fallen in this section and this wool has been moved down to Fengtai, where it will be reshipped to this market, and laid out to dry in the sun before sending it down to Tientsin for the inspection of the foreign buyers. The result of the drenching and subsequent sun-drying through which this wool will have passed before shipment to the United States cannot but practically ruin it, and

American

American purchasers of Tientsin wool should be on their guard for sometime to come against rotten wool.

On July 27th and for a few days previously the Sungari River in northern Manchuria was in flood and a large tract in Kirin Province became inundated. Over a thousand persons are reported to have been drowned and the Throne has commanded the Board of Finance to place the sum of Tls. 60,000 in the hands of the Governor of that Province and the Viceroy of Manchuria for the relief of the sufferers. Communication by the Chinese Eastern Railway between Kuanchengtsze and Harbin was interrupted, but has been resumed. A more serious traffic interruption occurred on the Peking-Mukden line near Hsinminfu, about forty miles south-east of Mukden, a vivid description of which appeared on the 10th instant in a local paper. I quote from the "Peking and Tientsin Times" of that date:

"The Liu (or Liao) River flows to the west of Hsinminfu City. After heavy summer rains in South Mongolia the flood is considerable, and the waters are heavily charged with silt. In recent years the condition of the river has gone from bad to worse. The river bed has silted up until it is above the surrounding country."

During the heavy rains of August 2nd and 3rd the river rose above the capacity of its bed. It broke out to the south about three miles above Hsinminfu and poured the enormous volume of its flood waters into the surrounding country.

Standing on the bridge under which the river used to pass one sees the remarkable spectacle of the river bed over 1000 feet wide, absolutely dry. The river has completely deserted its course.

Within

Within view of the bridge is the sad sight of what was once a prosperous little hamlet, now a heap of ruins. Other villages are partly demolished. One has a new river flowing through the middle of it, and in others the deposit of silt is up to the level of the windows. The fields present the strange appearance of a lake of mud. So enormous was the quantity of silt brought down that the crops and fields in many places have been obliterated.

When the sweep of the waters struck the railway embankment the wild eddies soon undermined it and cut it to pieces in order to provide for the passage of the waters. The flood of water and mud poured over the top of the railway for a length of two miles. . . . During the whole of the next day the flood poured through the gap in the railway and it was all the railway staff could do to prevent the damage from spreading. On the third day the waters abated partly and revealed the new landscape of mud. I walked along the railway to three miles west of Hsinminfu. The only "dry" land is the narrow strip of railway track; all around is impassable. Fortunately there is an alternative route to Manchuria, via Newchwang, and the railway authorities wisely determined to deflect the traffic to that route and thus save the trouble, risk and uncertainty of taking the passengers across a plankway floating on the mud."

I have had the truth of this description of the break in railway at Hsinminfu confirmed by several other observers, and it may be taken as being substantially correct. It has now been repaired, however, and the train service through Hsinminfu was resumed today.

I have

I have the honor to be, Sir,

Your obedient servant,

Wm. B. Butler.

Vice Consul General in Charge.



INDEX BUREAU
 LT 14244/5-0
 DEPT. OF STATE
 SEP 20 1909

Floods in China.

Enol. 20. Tientsin, China,
 August 13, 1909.

Am. Consulate Gen'l (Butler) #122.

Reports concerning the damage
 to rice and cotton crops, and
 railway communication, caused by
 floods in North China during the
 latter part of July and the first
 week in August.

States that over a thousand per-
 sons are reported to have been
 drowned.

Calls attention to the large amount
 of wool that was soaked by the
 heavy rains and warns American
 purchasers to be on their guard
 for sometime to come against
 rotton Tientsin wool.
 Da (Hoo's September 16, 1909.)

DIVISION OF
 FAR EASTERN AFFAIRS
 SEP 20 1909

EEB.

RECEIVED
 SEP 20 1909

ack'd R

Acknowledged by form.

Sept 30/09 B.

BUREAU OF TRADE RELATIONS
 RECEIVED
 OCT 1 1909
 DEPARTMENT OF STATE.

Copy 833m. 44710

BUREAU OF TRADE RELATIONS

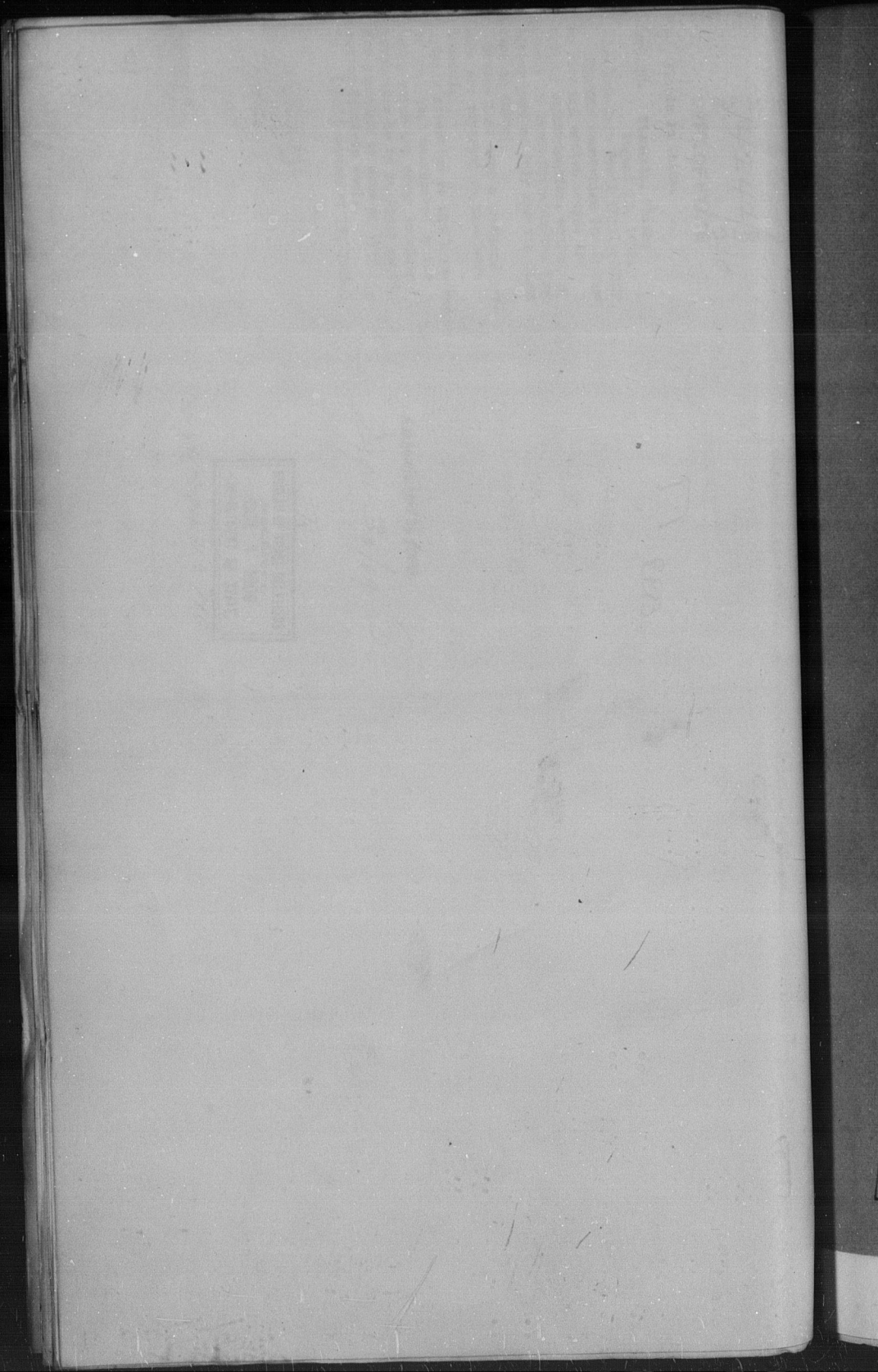
OCT 5 1909

ACKNOWLEDGED.

17
14244
1909

INDEX BUREAU

DIVISION OF
FORESTERN AFFAIRS



DEPARTMENT OF STATE,
WASHINGTON.

June 16, 1968.

Arminius T. Haeblerle, Esquire,
Appointed American Consul,
Manzanillo, Mexico,
Now at 3529 Hartford Street,
St. Louis, Missouri.

Sir:

Referring to the Department's instruction of the 13th instant informing you of your appointment to the above named post, you are directed to report to the Consular Bureau of this Department on July 1st for instructions in regard to the duties of your office.

In this connection I have to say that the law provides that salary may be paid to consuls for an instruction period not to exceed thirty days after the oath of office is taken. The salary for your instruction period will be paid to you only for such time as you actually spend in Washington or elsewhere in the United States under the specific direction of the Department in receiving instructions.

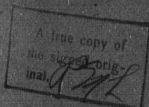
I am, Sir,

Your obedient servant,

(For the Secretary of State)

W. J. CARR.

Chief Clerk.



JUN 23 1908

JUN 23

14245 1908

DEPT. OF STATE

Arminius T. Haebertle,

American Consul at Manzanillo.

Mexico.
To.

Am. Consulate (Haebertle)

Manzanillo, Mexico,
(St. Louis, Mo.)
June 19, 1908.

Refers to instruction of June 13,
informing Mr. Haebertle of his appoint-
ment as Consul at Manzanillo, and di-
rects him to report at the State
Dept. on July 1, for instructions.
Gives provisions of the law regard-
ing salary during the instruction
period.
No.

L
DEPARTMENT OF STATE,
WASHINGTON.

No. 549.

July 24, 1908.

The Honorable

David E. Thompson,

American Ambassador,

Mexico.

Sir :

I enclose the commission of Mr. Arminius T.
Haeberle, of Missouri, as Consul of the United States
at Manzanillo, Mexico.

You will apply to the Foreign Office for his
formal recognition and notify him of the result at his
post.

I am, Sir,

Your obedient servant,

ALVEY A. ADEE.

Acting Secretary.

Enclosure:
Commission as above.

A true copy of
the signed orig-
inal.

JUN 23 1908
DEPT. OF STATE
14245
8051

14245

○

• 28087, 28088, 28089

Ro.

DEPARTMENT OF STATE,

WASHINGTON.

No. 549.

July 24, 1908.

The Honorable

David E. Thompson,

American Ambassador,

Mexico.

S i r :

I enclose the commission of Mr. Arminius T.
Haeberle, of Missouri, as Consul of the United States
at Manzanillo, Mexico.

You will apply to the Foreign Office for his
formal recognition and notify him of the result at his
post.

I am, Sir,

Your obedient servant,

ALVEY A. ADEE.

Acting Secretary.

Enclosure:
Commission as above.

A true copy of
the signed orig-
inal

14245

No.

CONSULAR.

14245

S/ Ha ^{ELN}

DEPARTMENT OF STATE,

DUPLICATE

Washington, July 25, 1908.

Arminius T. Haeberle, Esquire,
Appointed American Consul,
Manzanillo, Mexico,
Now in Washington.

Sir:

Your oath of allegiance and office and bond having been received and the latter approved and deposited in the Treasury Department, I have now to inform you that your commission will be sent to the proper diplomatic representative of the United States, with instructions to apply for your exequatur, which, when obtained, will be forwarded to you at your post, with the commission.

A duplicate of the order to deliver to you the records, archives, and other Government property at your post is herewith enclosed.

The salary of the office to which you have been appointed is fixed by law at \$ 2,000 per annum, beginning with the date of your oath of office and continuing as follows: While actually receiving instructions in the United States, in Washington or elsewhere as you may be specifically directed, for a period not to exceed thirty days; for the time actually and necessarily occupied in making the direct transit from your home in the United States to your post, not exceeding 25 days; for the time spent at your post awaiting your exequatur, and for the time you are in charge of the office and in home transit at the expiration of your service, subject to the

14245

No.

CONSULAR.

14245

S/ Ha^{ELW}

DEPARTMENT OF STATE,

DUPLICATE

Washington, July 25, 1908.

Arminius T. Haeberle, Esquire,
Appointed American Consul,
Manzanillo, Mexico,
Now in Washington.

Sir:

Your oath of allegiance and office and bond having been received and the latter approved and deposited in the Treasury Department, I have now to inform you that your commission will be sent to the proper diplomatic representative of the United States, with instructions to apply for your exequatur, which, when obtained, will be forwarded to you at your post, with the commission.

A duplicate of the order to deliver to you the records, archives, and other Government property at your post is herewith enclosed.

The salary of the office to which you have been appointed is fixed by law at \$ 2,000 per annum, beginning with the date of your oath of office and continuing as follows: While actually receiving instructions in the United States, in Washington or elsewhere as you may be specifically directed, for a period not to exceed thirty days; for the time actually and necessarily occupied in making the direct transit from your home in the United States to your post, not exceeding 25 days; for the time spent at your post awaiting your exequatur, and for the time you are in charge of the office and in home transit at the expiration of your service, subject to the

provisions stated in paragraph 504 of the Consular Regulations. These matters and all others connected with your consular duties are fully explained in the Consular Regulations, which should be carefully studied by you.

An allowance at the rate of five cents a mile is made to consular officers for transportation expenses as follows: When going to their posts on appointment; when returning home from their posts at close of service; when transferred from one post to another and when traveling under the orders of the Secretary of State. A separate transportation account should be rendered to this Department after you reach your post, on the enclosed form. The route for which mileage is allowed is the most direct one.

On your arrival at your post of duty, you will be authorized to draw compensation for the period actually and necessarily occupied in making the transit by the usual direct route, not exceeding the number of days herein mentioned. Your accounts for salary while in transit and while awaiting exequatur must be rendered in accordance with paragraph 563 of the Consular Regulations, and should be transmitted to this Department.

Under the law a fee of one dollar is charged for each passport issued by the Government. Upon the receipt of this amount a passport will be sent to you.

I am, Sir,

Your obedient servant,

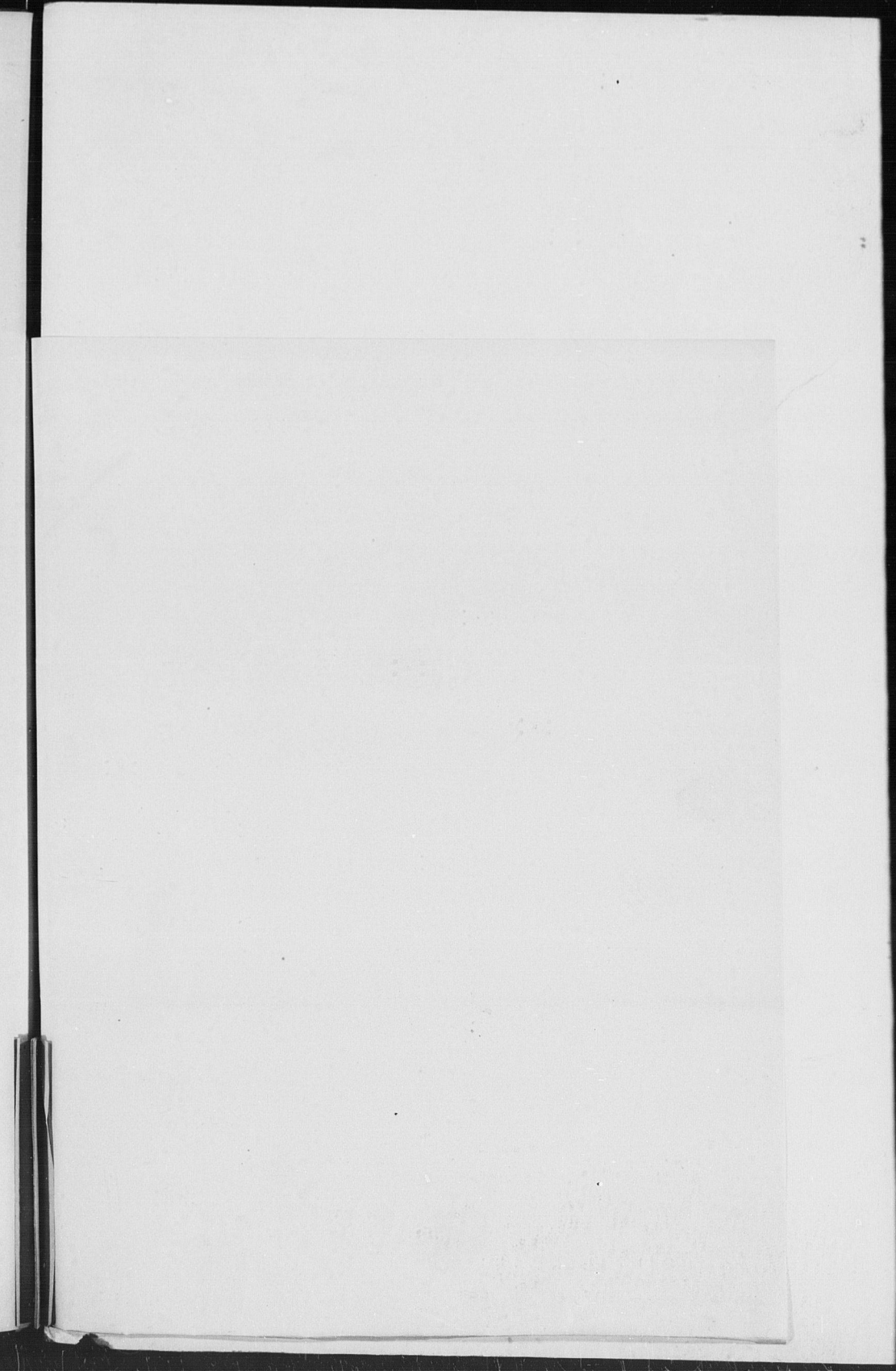
(For the Secretary of State)

Enclosures:

Chief Clerk.

Order.

Form No. 209.



14245
/ 11

DEPARTMENT OF STATE,

WASHINGTON.

July 25, 1908.

Richard M. Stadden, Esquire,
Or the Person in charge of the
American Consulate,
Manzanillo, Mexico.

Sir:

The President having appointed Arminius T. Haeberle of Missouri, Consul at Manzanillo, Mexico, you are instructed to deliver to him the records and archives of the office, the seals, flags, and arms, together with the Revised Statutes, the Statutes at Large, Consular Regulations, and all other books and property in your possession belonging to the United States, upon his application therefor.

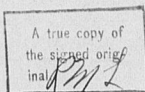
I am, Sir,

Your obedient servant,

(For the Secretary of State)

W. J. CARR.

Chief Clerk.



14245/2

H/D

DEPARTMENT OF STATE,
WASHINGTON.

July 28, 1908.

Arminius T. Haeberle, Esquire,
Appointed American Consul,
Manzanillo, Mexico,
Now in Washington, D. C.

Sir:

Referring to your appointment to the above named post
you are instructed to proceed to Manzanillo by way of San
Francisco, spending such time as may be possible in the
Customs House in San Francisco before leaving that port.
Mileage will be paid to you by this route.

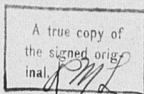
I am, Sir,

Your obedient servant,

(For the Secretary of State)

W. J. CARR.

Chief Clerk.



14245/e

DEPARTMENT OF STATE,
WASHINGTON.

July 29, 1908.

Arminius T. Haeberle, Esquire,
Appointed American Consul,
Manzanillo, Mexico,
Now in Washington.

Sir:

In compliance with your oral request, I send you
herewith enclosed a special passport.

I am, Sir,

Your obedient servant,

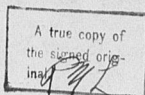
(For the Secretary of State)

W. J. CARR.

Chief Clerk.

Enclosure:

Passport.



14245/2



American Consular Service.

Washington, July 30, 1908

To the Honorable

The Assistant Secretary of State,

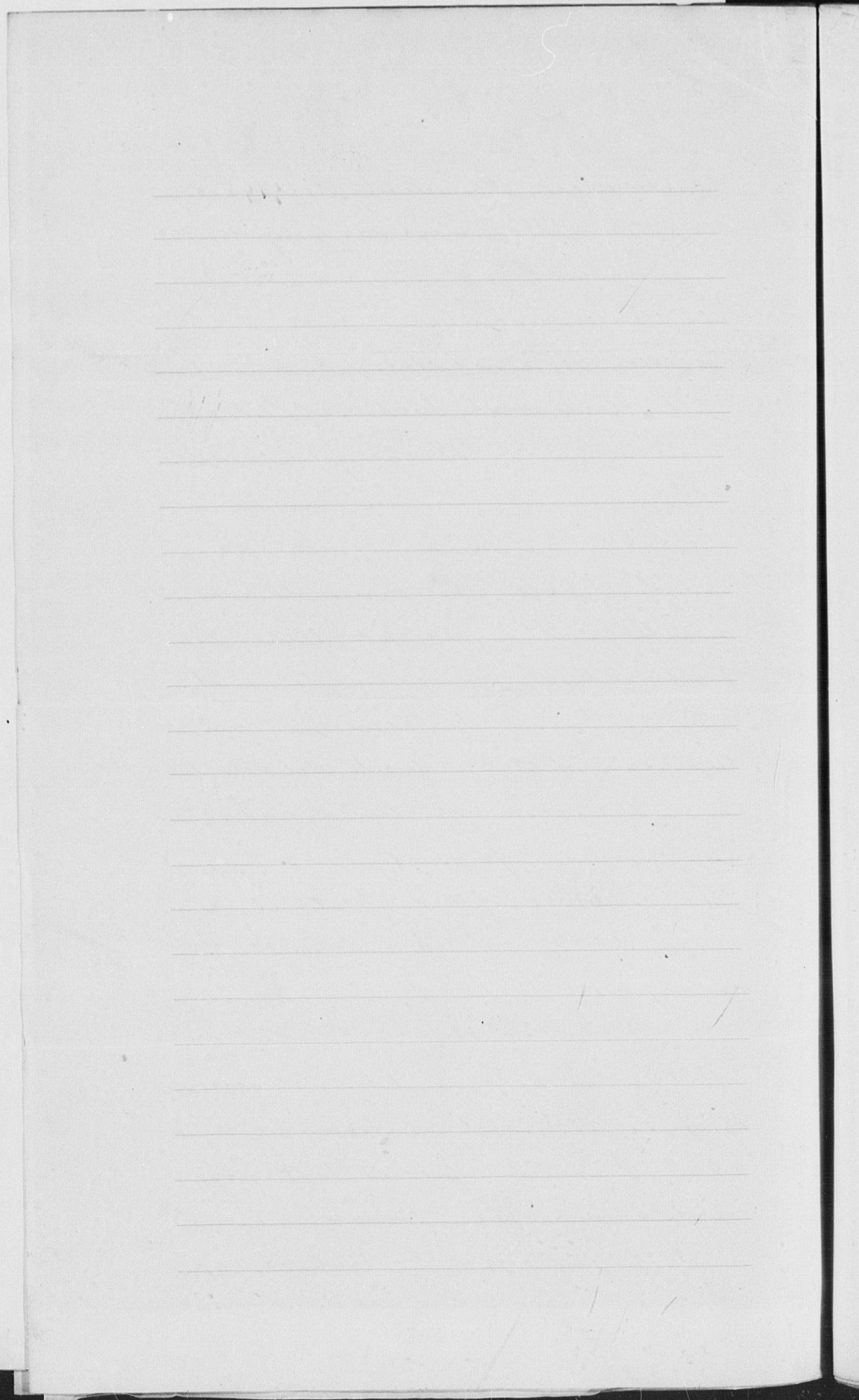
Washington, D.C.

Sir:

I have the honor to acknowledge the receipt of the Department's instruction, No. 1, of July 25th inst. and the enclosed duplicate of the order to deliver to me the records, archives and other Government property at my post. The contents of the instruction have been noted, and will be complied with by me.

I am also in receipt of the Department's instructions of July 28th inst. informing me that I am to proceed to Manzanillo via San Francisco, and of July 29th, which con-

contains



tains my passport and for which
I wish to thank you.

I have the honor to be, Sir,
Your obedient servant,
Arminius T. Haebell.
American Consul

FILED
AUG 7 1908

INDEX BUREAU

14243
DEPT. OF STATE

CONSULAR
AUG
4
1908
BUREAU

Appointment of A. T. Heberle, as
Consul at Manzanillo, Mex.

Doc. 1. Manzanillo, Mex,
(Washington)

July 30, 1908.

Mr. Consulate (Heberle) #-

Act's #1 of July 28, 1908,

and instructions of July 28,
and 28th respectively.

B. (Rec'd July 31, 1908.)

FILE

No. 36.

AMERICAN CONSULATE,

Manzanillo Mexico July 28th, 1908.

SUBJECT:

Requesting information by telegraph as to about what date Consul will arrive at Manzanillo.

THE HONORABLE

ASSISTANT SECRETARY OF STATE,

WASHINGTON, D. C.

SIR:

I have the honor to respectfully request information as to, about what date, the new Consul will arrive here.

I expected to make a trip to the United States last month, but on account of Consul Dieckman's transfer to Famsui I could not leave.

It will be of great service to me in forming my plans, to know as soon as possible, about when to expect the Consul. If possible please inform me by telegraph, the expense to be paid by me.

I have the honor to be, Sir,

Your obedient servant

Richard M. Stadden

Vice and Deputy Consul.

INDEX BUREAU

DEPT. OF STATE

142453

2

Appointment of A.T. Haebler as
Consul at Manzanillo.

Encl. 2. Manzanillo, Mex.

July 28, 1908.

Am. Consulate (Staden) #36.

Requests information as to

the probable date of arrival of

Consul Haebler, in order to ar-

range for a visit to the U.S.

B. (Rec'd Aug. 6, 1908.)

(CONSUL)

File No. 1

DEPT OF STATE
AUG
15
1908
2ND ASSIST SECRETARY

Americ

Haebler

*Consul by telegram
Aug. 15/08 M/A*

File

The above refers to

Subject: Re

Confirmed by ma

Enciphered by

Sent by operator

112
(CONSULAR.)

TELEGRAM SENT.

Wa. HEN

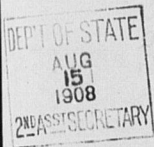
11. Paid GR
via Galun

File No. 14245/2.

Department of State,

Washington,

August 15, 1908.



American Consul,

Manzanillo, (Mexico).

Haeberle sails from San Francisco August eighteenth.

Adler

The above refers to despatch, July 28, 19, from Vice Consul

Subject: Requesting date new Consul will arrive at Manzanillo.

Confirmed by mail, 19

Enciphered by

Sent by operator 1:02 P. M., Aug 15, 1908. H & S

113 22 1008

U

AUG 17
DEPT OF STATE
14245
2

File 91a

No. I



AMERICAN CONSULATE,

Manzanillo, Mexico, August 17th, 1908 .

SUBJECT: Report of arrival at post.

THE HONORABLE

ASSISTANT SECRETARY OF STATE,

WASHINGTON, D. C.

SIR:

I have the honor to advise you of my safe arrival at Manzanillo, Mexico, Sunday, August 16th instant, and that I am now awaiting my exequatur from the Mexican Government.

On my way I spent several days at the Custom House in San Francisco in accordance with the Department's unnumbered instruction of the 28th ultimo (no file no.)

I have the honor to be, Sir,

Your obedient servant,

Arminius T. Haebler,
American Consul.

INDEX BUREAU

OR BY
14245
DEPT. OF STATE

Appointment of Arminius T. Haebler
as Consul at Manzanillo.

Encl. 3. Manzanillo, Mexico.
August 17, 1908.

Am. Consulate (Haebler) #1

Reports arrival on the 16th in-
stant, and states that he is await-
ing his exequatur.

States that he spent several
days at the Custom House in San
Francisco, en route, in compliance
with instructions of the 28th ul-
timo.
(Rec'd Aug. 26, 1908)
H.



FILE
101

INDEX BUREAU
14745
(No file number).

AMERICAN EMBASSY,
MEXICO.

August 20, 1908.

No. 1,203.



MR. D. E. THOMPSON TO THE SECRETARY OF STATE.

SUBJECT:

Commission and Exequatur of Arminius T. Haeberle
as Consul of the United States at
Manzanillo.

SYNOPSIS:

Acknowledging the receipt of the Department's No. 549,
of July 24, 1908, on the above subject, and reporting there-
on.

SEP 2

INDEX BUREAU

1-142453
SEP 2
DEPT. OF STATE

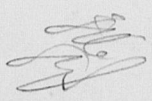
Recognition of Arminius T. Haeblerle
as Consul at Manzanillo.

Encl. 4.

Mexico,
Aug. 20, 1908.

Am. Embassy (Thompson) #1203
Ack'd #640, of July 24, and re-
ports recognition of Arminius T. Haeb-
lerle, as Consul at Manzanillo.
No. (Rec'd Aug. 29, 1908)

DIPLOMATIC
BUREAU
SEP -1 1908



(No file number).

AMERICAN EMBASSY,
MEXICO.

August 20, 1968.

No. 1,203.

To the Honorable
The Secretary of State,
Washington, D. C.

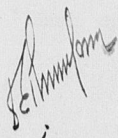
Sir:-

I acknowledge the receipt of the Department's despatch No. 549, of the 24th ultimo, enclosing the Commission of Mr. Arminius T. Haerberle, of Missouri, as Consul of the United States at Manzanillo.

Mr. Haerberle's Commission, together with the Exequatur of the Mexican Government formally recognizing him in the capacity named, has to-day been forwarded to him at his post.

I have the honor to be, Sir,

Your obedient servant,



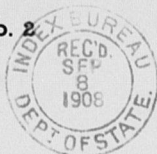
August 20, 1900

August 20, 1900

To the Honorable
The Secretary of State
Washington, D. C.

I acknowledge the receipt of the Department's despatch
No. 100, of the 18th instant, enclosing the nomination of
Mr. Alexander J. Webster, of Missouri, as Consul of the
United States at Manchester.
Mr. Webster's nomination, together with the President
of the Mexican Government formally recognizing him as the
cavalryman, has to-day been forwarded to him at his
post.
I have the honor to be, Sir,
Your obedient servant,

No. 2



AMERICAN CONSULATE,

Manzanillo, Mexico, August 31st, 1908.

SUBJECT: Reporting receipt of exequatur and entry
upon the discharge of duties as Consul.

THE HONORABLE

ASSISTANT SECRETARY OF STATE,

WASHINGTON, D. C.

SIR:

I have the honor to report that I have received my
exequatur from the Mexican Government, and that I will
enter upon the discharge of my duties tomorrow, Septem-
ber 1st, 1908, as Consul at Manzanillo, Mexico.

I have the honor to be, Sir,

Your obedient servant,

Arminius T. Haebler
American Consul.

OCT 7 1908

INDEX BUREAU

11

SEP 10 1908
14245
DEPT OF STATE

CONSULAR
SEP 1908
BUREAU

Recognition of Arminius T. Haeblerle,
as Consul at Manzanillo.

Encl. 5. Manzanillo, Mex.,
Aug. 31, 1908.
Am. Consulate (Haeblerle) #8.
States that he has received his
exequatur from the Mexican Gov't,
and will enter upon his duties on
Sept. 1, 1908.
Ro. (Rec'd Sept. 8, 1908)

Am
Sept 21/08

Apple

Noted 9/24/08
Mc

BUREAU OF APPOINTMENTS
SEP 22 1908
Department of State

14245/5.

J/D

DEPARTMENT OF STATE,

WASHINGTON.

Serial No. 3.

September 21, 1908.

Arminius T. Haerberle, Esquire,
American Consul,
Manzanillo, Mexico.

Sir:

I have to acknowledge the receipt of your despatch No. 2, of August 31, 1908, reporting that you assumed charge of the Manzanillo office on September 1, 1908. If you have not already done so you will forward immediately to this Department and to the Auditor for the State and Other Departments an inventory of Government property turned over to you and joint certificate (Form No. 5), as directed by paragraphs 57 and 58 of the Consular Regulations.

I am, Sir,

Your obedient servant,

HUNTINGTON WILSON.

Third Assistant Secretary.

A true copy of
the signed original
inal

Oct 7 1908

INDEX BUREAU

11

14245
5
DEPT. OF STATE

RECEIVED
SEP 22 1908
U. S. DEPT. OF STATE

Recognition of Arminius T. Haebler,
as Consul at Manzanillo.

Mex. S. Manzanillo, Mex.,
Aug. 31, 1908.

Am. Consulate (Haebler) #2.

States that he has received his
exequatur from the Mexican Gov't,
and will enter upon his duties on
Sept. 1, 1908.
Ro. (Rec'd Sept. 8, 1908)

Am
Sept 21/8

App'd

Noted
21/8

SEP 22 1908
BUREAU OF APPOINTMENTS
Department of State

14245/5.

J/D

DEPARTMENT OF STATE,
WASHINGTON.

Serial No. 3.

September 21, 1908.

Arminius T. Haerberle, Esquire,
American Consul,
Manzanillo, Mexico.

Sir:

I have to acknowledge the receipt of your despatch No. 2, of August 31, 1908, reporting that you assumed charge of the Manzanillo office on September 1, 1908. If you have not already done so you will forward immediately to this Department and to the Auditor for the State and Other Departments an inventory of Government property turned over to you and joint certificate (Form No. 5), as directed by paragraphs 57 and 58 of the Consular Regulations.

I am, Sir,

Your obedient servant,

HUNTINGTON WILSON.

Third Assistant Secretary.

A true copy of
the signed original
initial *HW*

INDEX BUREAU

7

SEP 19 14245
DEPT OF STATE

CONSULAR
SEP 1908
BUREAU

Recognition of Arminius T. Haebler,
as Consul at Manzanillo.

Encl. 5. Manzanillo, Mex.,
Aug. 31, 1908.

Am. Consulate (Haebler) #2.

States that he has received his
exequatur from the Mexican Gov't,
and will enter upon his duties on
Sept. 1, 1908.
Re. (Rec'd Sept. 8, 1908)

Am
Sept 21/08

Office

Noted 9/26/08
W.C.

SEP 22 1908
BUREAU OF APPOINTMENTS
Department of State.

14245/5.

J/D

DEPARTMENT OF STATE,
WASHINGTON.

Serial No. 3.

September 21, 1908.

Arminius T. Haerberle, Esquire,
American Consul,
Manzanillo, Mexico.

Sir:

I have to acknowledge the receipt of your despatch No. 2, of August 31, 1908, reporting that you assumed charge of the Manzanillo office on September 1, 1908. If you have not already done so you will forward immediately to this Department and to the Auditor for the State and Other Departments an inventory of Government property turned over to you and joint certificate (Form No. 5), as directed by paragraphs 57 and 58 of the Consular Regulations.

I am, Sir,

Your obedient servant,

HUNTINGTON WILSON.

Third Assistant Secretary.

A true copy of
the signed original
inal

No#



AMERICAN CONSULATE,

Manzanillo, Mexico, September 1st, 1908.

SUBJECT: Transmitting account for salary.

THE HONORABLE

ASSISTANT SECRETARY OF STATE,

WASHINGTON, D. C.

SIR:

I have the honor to transmit herewith my account for salary while in transit together with the accompanying certificate, and also my account while awaiting my exequatur with certificate.

My drafts, numbered 2 and 3 on the Secretary of State to cover these accounts, are dated September 1st, 1908, in favor of Arnoldo Vogel and Co., Manzanillo.

I have the honor to be, Sir,

Your obedient servant

Arminius T. Laeble

American Consul.

Enclosures: Account for salary in transit with Form 109.

Account for salary awaiting exequatur with accompanying certificate.

Rec'd, Ex. Arch.

INDEX BUREAU

SEP 24 1908
142 45 6

DEPT OF STATE

1

FILE-BU. OF ACTS.



Encl. 6
Mr. Mayhew, Treas.
Sept. 1-1908
Am. Postal (Circular) #
Transmits salary accounts
with the
in transit

[Handwritten signature]

I have the honor to transmit herewith my account for salary while in transit together with the accompanying certificate, and also my account while awaiting my ex-
equatary certificate.
My drafts, numbered 1 and 2 on the Secretary of State's cover these accounts, are dated September 1st, 1908, in favor of Amado Vogel and Co., Baltimore.
I have the honor to be, Sir,
Your obedient servant,
Amosson Bennett.
Enclosure: account for salary in transit with form 103.
Account for salary awaiting exequatary with accompanying certificate.

SEP 24

142457
6

No. 4



AMERICAN CONSULATE,

Manzanillo, Mexico, September 30th, 1908 .

SUBJECT: Reporting that inventory and joint certificate have been forwarded.

THE HONORABLE

ASSISTANT SECRETARY OF STATE,

WASHINGTON, D. C.

SIR:

I have the honor to acknowledge the receipt of your instruction No. 3 of the 21st instant (File No. 14245/5), asking me to comply with paragraphs 57 and 58, if I had not already done so.

I have the honor to report that I made the required inventory before taking charge of the office at Manzanillo and that the same was forwarded, together with two joint certificates (Form No. 5) in compliance with paragraphs 57 and 58, by Mr. Richard M. Stadden, Vice and Deputy Consul, in his despatch of September 1st instant.

I have the honor to be, Sir,

Your obedient servant,

Arminius T. Haebele
American Consul.

INDEX BUREAU

142403
130
DEPT. OF STATE

Inventory of property in the Consulate at Manzanillo.

Encl. 7. Manzanillo, Mexico.

Sept. 30, 1908.

Am. Consulate (Haberle) #4

Acknowledging #3 of the 21st instant, reports that the inventory and joint certificate were forwarded by Vice and Deputy Consul Stadden in his despatch of Sept. 1, 1908. R. (Rec'd Oct. 12, 1908)

CONSULAR
OCT
14
1908
BUREAU

FILE
101

WASHINGTON, D. C.

14 INDEX BUREAU
No. 18



AMERICAN CONSULATE,

Manzanillo, Mexico, January 9th , 1909.

SUBJECT: Transmitting oath of allegiance and
office and cards.

THE HONORABLE

ASSISTANT SECRETARY OF STATE,

WASHINGTON, D. C.

SIR:

I/
2-4/ I have the honor to transmit my oath of allegiance
and office together with the cards which I have signed.

I have sent the bond to the Fidelity and Deposit
Co. of Maryland, Washington, D.C., with the request that
the same be forwarded to the Department.

I have the honor to be, Sir,

Your obedient servant,

Arminius T. Harrell,

American Consul.

Enclosures: 1, Oath of allegiance and office.

2, 3, 4, Signature cards.

INDEX BUREAU

14245
8-16

Appointment of Arminius T. Haerberle,
as Am. Consul at Manzanillo.

Encls. 8-10. Manzanillo, Mexico.
January 9, 1909.

Am. Consulate(Haerberle.) #18.
Transmits his oath of allegiance
and signature cards.
Reports that his surety bond is
in process of execution.
Go. (Rec'd Jan. 18, 1909.)

CONSULAR
BUREAU
JAN 12 1909

BUREAU OF APPOINTMENTS
JAN 22 1909
Department of State

Dr. J. W. Clark.
Jan. 21 1909

*Oct 21/11/1909
Bond & cards
to send*

1/10/08

I have the honor to transmit my oath of allegiance
and office together with the cards which I have signed.
I have sent the bond to the Ministry and Deposit
Co. of Maryland, Washington, D.C. with the request that
the same be forwarded to the Department.

I have the honor to be, Sir,
Your obedient servant,

Arminius T. Haerberle

Enclosures: 1. Oath of allegiance and office.
2, 3, 4. Signature cards.

14254/8-10

Q/Y

Serial No. 10

February 4, 1909.

Arminius T. Haerberle, Esquire,
American Consul,
Manzanillo, Mexico.

Sir:

I have to acknowledge the receipt of your despatch No. 18 of the 9th ultimo, enclosing your signature cards and oath of office, upon confirmation, as Consul at Manzanillo, and to inform you that your confirmation bond has been received from the Fidelity and Guaranty Company and has been approved and deposited with the Secretary of the Treasury.

I am, Sir,

Your obedient servant,

(For the Secretary of State)

A true copy of
the signed original.

SWP

W. J. Carr
Chief Clerk.

14245
8-10

I,
2

No27



AMERICAN CONSULATE,

Manzanillo, Mexico, April 28th, 1909.

SUBJECT: Transmitting letter and autobiographical sketch for Hon. John Barrett, Director of the International Bureau of American Republics.

THE HONORABLE

ASSISTANT SECRETARY OF STATE,

WASHINGTON, D. C.

SIR:

- 1/ I have the honor to transmit herewith a letter
2/ and an autobiographical sketch for the Bureau of American Republics as requested by Hon. John Barrett, respectfully requesting that the same be forwarded.

I have the honor to be, Sir,

Your obedient servant,

Arminius T. Hackley,

American Consul.

Enclosures: No. 1, Letter to Hon. John Barrett
No. 2, Autobiographical sketch.

INDEX BUREAU
MAY 11 1908
DEPT. OF STATE

Aminius T. Heberle, Consul at
Manzanillo.

Encl. 11-13.

Manzanillo, Mex.,
April 28, 1908.

Ar. Consulate (Heberle) #27
Transmits letter and autobio-
graphical sketch for the Bureau of
American Republics, as requested by
Mr. John Barrett, and asks that
they be forwarded to the Bureau.
No. (Rec'd May 4, 1908)

Conf. by form + to
Division International
Bureau Am. Republics.
May 15-09. H. L. J.

C O P Y L.

Compared with *Ma*

No. 185.

AMERICAN CONSULAR SERVICE,

Manzanillo, Mexico, April 28, 1909.

Honorable John Barrett,

Director of the International Bureau

of American Republics,

Washington, D. C.

Dear Sir:

Enclosed please find a short autobiographical sketch as requested. I am sending by today's mail an assortment of views of Manzanillo which I had specially made, as it is very difficult here to obtain views of any kind. I also enclose some views of the various timber companies to show the work that is being done in this district along that line especially the flume which I am informed is the first of its kind in Mexico.

Very sincerely,

ARMINIUS T. HAMBERLE

American Consul.

COPY 1.

Compared with

No. 122.

AMERICAN COUNCIL ON EDUCATION

Washington, D. C., April 28, 1909.

Honorable John Barrett,

Director of the International Bureau

of American Republics,

Washington, D. C.

Dear Sir:

Enclosed please find a short autobiographical

sketch as requested. I am sending by today's mail

an abstract of views of Manzanillo which I had special-

ly made, as it is very difficult here to obtain views

of any kind. I also enclosed some views of the various

timber companies to show the work that is being done in

this district along that line especially the line which

I am informed is the line of the Rio in Mexico.

Very sincerely,

AMINIBU T. HAKKIM

American Council.

edu
near
log
my
tha
comp
ther
sua
of
Uni
two

ins
a b
ed
des
Ame

AMERICAN CONSULAR SERVICE.

Manzanillo, Mexico, April 27th, 1909.

Biographical Sketch.

I was born in St. Louis Mo. where I received my early education, then preparing myself for College in a school near Chicago. Although my father was president of a Theological Seminary, he incurred heavy expenses in educating my brothers and sisters and I found upon entering college that my parents were making certain sacrifices in order to complete my education. I decided therefore to relieve them of a part of the burden, which I accomplished by persuading the college authorities that I could endure the strain of carrying double work, thus graduating from Washington University of St. Louis and receiving my degree of A. B. after two and a half years of actual attendance.

It was my good fortune while a boy to receive thorough instruction both in English and German and later, ^{on} to obtain a book-knowledge of French. My private reading had awakened a special interest in Spanish history, and prompted by a desire to learn more about the customs of Spain and Latin America and also to become proficient in the Spanish language,

COPY 1.

Compared with

No. 195.

AMERICAN CONSULAR SERVICE

Kansas City, Mo., April 28, 1909.

Honorable John Barrett,

Director of the International Bureau

AMERICAN CONSULAR SERVICE.

Kansas City, Mo., April 28th, 1909.

Biographical Sketch.

I was born in St. Louis Mo. where I received my early education, then preparing myself for college in a school near Chicago. Although my father was president of a Theological Seminary, he incurred heavy expenses in educating my brothers and sisters and I found upon entering college that my parents were making certain sacrifices in order to complete my education. I decided therefore to relieve them of a part of the burden, which I accomplished by performing the college authorities that I could endure the strain of carrying double work, thus graduating from Washington University of St. Louis and receiving my degree of A. B. after two and a half years of actual attendance. It was my good fortune while a boy to receive thorough instruction both in English and German and later to obtain a book-knowledge of French. My private reading had awakened a special interest in Spanish history, and prompted by a desire to learn more about the customs of Spain and Latin America and also to become proficient in the Spanish language.

I accepted a position as Vice-Director of the Instituto Ingles, at Santiago de Chile, the largest English school on the west coast of South America, in which capacity I remained for five years, then returning to St. Louis, Mo. .

Although I was, shortly after my return, placed at the head of the Modern Language Department of the McKinley High, one of the large schools in the States, the honor of which I fully appreciated, I wished for a broader field of activity. During my residence in South America I devoted as much time as my occupation permitted to travel and study, and in consequence became interested in foreign American representation and our commercial relations with other countries. Believing that the New Consular Service offered the opportunities I sought, I requested to be admitted into the service. And after passing the required examination, was appointed Consul to Manzanillo, Mexico.

ARMINIUS T. HAEBERLE,
Manzanillo, Mexico.

I accepted a position as Vice-Director of the Instituto Lingüístico at Santiago de Chile, the largest English school on the west coast of South America, in which capacity I remained for five years, then returning to St. Louis, Mo.

Although I was, shortly after my return, placed at the head of the Modern Language Department of the McKinley High School, the large schools in the States, the honor of which I fully appreciated, I wished for a broader field of activity. During my residence in South America I developed an such time as my occupation permitted to travel and study, and in consequence became interested in foreign American representation and our commercial relations with other countries. Believing that the New Consular Service offered the opportunity I sought, I requested to be admitted into the service. And after passing the required examination, was appointed

Consul General Manzanillo, Mexico.

ARMINIUS T. RABENHILL

Manzanillo, Mexico.

It was my good fortune while a boy to receive thorough instruction both in English and German and later to obtain a book-knowledge of French. My private teaching had awakened a special interest in Spanish history, and prompted by a desire to learn more about the customs of Spain and Latin America and also to become proficient in the Spanish language.

14245/11-11

The

Sir

cal

Con

No.

enc

Enc

A true and
the original
of the
to be
to be

14245/11-13

L

May 15, 1909.

The Director of the

International Bureau of the American Republics.

Sir:

I transmit herewith a letter and an autobiographical sketch which has been received from the American Consul at Manzanillo, Mexico, accompanying his despatch No. 27 of April 28, last. The Consul requests that these enclosures be forwarded to you.

I am, Sir,

Your obedient servant,

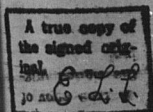
(For the Secretary of State)

WILBUR J. CARR.

Chief Clerk.

Enclosures:

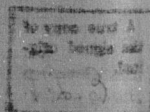
As above.



I accepted a position as Vice-Director of the Instituto Lullier
at Santiago de Chile, the largest English school on the
west coast of South America, in which capacity I remained
for five years, then returning to St. Louis, Mo.
Although I was, shortly after my return, placed at the

14245
11-13

WILBUR J. DAVIS



Deciphered

Deciphered by
ent by operat

TELEGRAM RECEIVED.



From Manzanillo, Mexico.

Undated,

Rec'd 5:20 Pm, June 1, 1909.

Secretary State,

Washington.

Mother dying. Request leave of absence. Wife also sick. Telegraph Answer.

HAEERLE

Deciphered by

Index Bu.—No. 51.

Deciphered by

sent by operator

625 June 1, 1909. ex f Ad.

INDEX BUREAU
JUN 2 1909
14245/114
DEPT. OF STATE

Leave of absence.

Encl. 14.

Manzanillo, Mexico,

June 1, 1909.

Am. Consulate (Haberle) Tl.
"Mother dying. Request leave
of absence. Wife also sick.
Telegram answer."
He.

9:30.

Can telegram

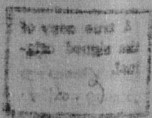
June 1/09

Can it be used

June 3/09.

FILE

J.O.J.



iphered by
nt by operato

INDEX BUREAU
JUN 2 1909
14245
14

14245
14

6 paid Govt
via Galveston

American Consul,
Matamorillo (Mexico)

Leave granted,

Cars →

cost m

rephered by _____
sent by operator Cosgrove June 1, 1909. ox + 25

INDEX BUREAU
2 JUN 1
DEPT. OF STATE
14245/14

Leave of absence.

Encl. 14.

Manzanillo, Mex

June 1, 1909.

Am. Consulate (Haberle) T.L.
"Mother dying. Request leave
of absence. Wife also sick.
Telegram answer."
He.
9:30.

14245/14

DEPT. OF STATE



FILE
JUL

instru
to the
aratel
1
2
3
4
5
6
absenc
signed
of Sta
partme
salary
paragr
T
to the
F
in the
Depart
Treasu

14245
14

INDEX BUREAU

MEMORANDUM.

Consular officers who are granted leave of absence are instructed to furnish the following information promptly to the Department of State, each date to be reported separately:

1. Date of departure from post.
2. Date of arrival at home in the United States.
3. Address while on leave.
4. Date of departure from home on returning to post.
5. Date of arrival at post on return.
6. Arrangement with vice-consul as to salary during absence. If a written agreement is made, a copy thereof, signed by both parties, should be sent to the Department of State and to the Auditor for the State and Other Departments. In the absence of a written agreement the salary will be divided as provided by regulations. (See paragraphs 502 and 506, Consular Regulations.)

The items above mentioned should also be furnished to the Auditor for the State and Other Departments.

Failure to furnish these dates promptly will result in the suspension of accounts and cause annoyance to the Department of State and to the accounting officers of the Treasury.

CONSULAR.
IN REPLY REFER TO
FILE NO.

J/D

700 II

Department of State,

Washington, June 3, 1909.

Arminius T. Haerberle, Esquire,
American Consul,
Manzanillo, Mexico.

Sir:

I have to acknowledge the receipt of your despatch telegram, dated June 1, requesting leave of absence for days, with permission to visit the United States, to be availed of in 1909.

Your request is hereby granted, subject to the provisions of law and regulations governing salary while on leave of absence.

You will be careful to furnish promptly to this Department and to the Auditor for the State and Other Departments the information called for in the memorandum on page two of this instruction.

A telegram granting you this leave of absence was sent you on the 1st instant.

I am, Sir,

Your obedient servant,

(For the Secretary of State)

WILBUR J. GARR,

Chief Clerk.

A true copy of
the signed original.

(Over.)

No II



Consular Service,

St. Louis, Mo., June 14th, 1909

Subject: Reporting arrival in the
United States.

The Honorable

Secretary of State,
Washington, D.C.

Sir:

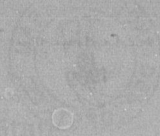
I have the honor to report that
I arrived at St. Louis, Mo., on the 9th
instant, and that my present address
is 3206 Herbert St.

Owing to the hopeless condition
in which I find my mother and to
the fact that I have been down with
malaria the greater part of the time
since my arrival, I respectfully
request an extended leave of absence,
either the full sixty days, or whatever
time the Department believes I am
entitled to.

I

3

111



THE UNIVERSITY OF CHICAGO

7

111

THE UNIVERSITY OF CHICAGO

LIBRARY

CHICAGO, ILL.

THE UNIVERSITY OF CHICAGO

LIBRARY

CHICAGO, ILL.

THE UNIVERSITY OF CHICAGO

LIBRARY

THE UNIVERSITY OF CHICAGO

LIBRARY

CHICAGO, ILL.

THE UNIVERSITY OF CHICAGO

LIBRARY

CHICAGO, ILL.

THE UNIVERSITY OF CHICAGO

LIBRARY

CHICAGO, ILL.

THE UNIVERSITY OF CHICAGO

LIBRARY

CHICAGO, ILL.

THE UNIVERSITY OF CHICAGO

LIBRARY

CHICAGO, ILL.

THE UNIVERSITY OF CHICAGO

I have the honor to be, Sir,
Your obedient servant,
Aminius T. Hachele,
American Consul.

JUN 18 1909
INDEX BUREAU14245
15
JUN 18
DEPT. OF STATE

17

Leave of absence.

Enol. 15. Menanillo, Mexico.

(St. Louis, Mo.),
June 15, 1909.

Ar. Comulato (Haeberle) &c.

Reports arrival at St. Louis, on
June 9, on leave, and requests ex-
tension of leave on account of his
health.
No. (Rec'd June 16, 1909)

Circ June 19/09

FILE
J.D.J.

14245/15.

J/D

June 19, 1909.

Arminius T. Haerberle, Esquire,
American Consul, Manzanillo, Mexico,
Now at 3206 Herbert Street,
St. Louis, Missouri.

Sir:

I have to acknowledge the receipt of your despatch of the 14th instant, and to inform you that in view of the circumstances stated in your despatch, leave of absence for sixty days with permission to visit the United States is hereby granted you, subject to the laws and regulations governing the compensation of consular officers while on leave of absence. The Department's telegram of June 1 and instruction of June 3, 1909, granting you leave of absence are amended accordingly.

I am, Sir,

Your obedient servant,

(For the Secretary of State)

WILBUR J. CARR.

Chief Clerk.

A true copy of
the signed original.



14245-
15-

INC
DE

The

St

at
lean
for

St.

To the



AMERICAN CONSULAR SERVICE.

St Louis Mo, June 14th, 1909

The Honorable

Auditor for the State and other Departments,
Washington, D. C.

Sir:

I have the honor to report that I arrived
at St Louis, Mo on the 9th instant,
leave of absence having been granted, as re-
ported, from Manzanillo, Mexico.

My present address is 3206 Hebert
St. St Louis, Mo.

I have the honor to be, Sir,
Your obedient servant,
Amminio T. Hackett,
American Consul.

To the Honorable,

The Secretary of State,

Washington, D. C.

INDEX BUREAU
JUL 14 24 5/16
DEPT. OF STATE

Leave of absence.

Encl. 16.

Memphis, Tenn.,
(St. Louis, Mo.)
June 14, 1908.

Mr. Comptroller (Haberle) -
Communication addressed to the
Auditor for the State Department,
saying that he arrived at St. Louis
on June 9, on leave of absence, and
giving his address as 3206 Herbert St.,
St. Louis, Mo.
(Rec'd June 26, 1908)

WARNER, CHAIRMAN.
NELSON. MR. MCENERY.
DOLLIVER. MR. McLAURIN.
BROWN. MR. OWEN.
W. B. O. BROWN.
O'Brien

FILE
J.D.J.

Sir:

I have
le, America
transferred
ful climat

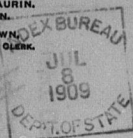
I make
having a v

To the Hon

The S

WARNER, CHAIRMAN.
 NELSON, MR. MCENERY.
 DOLLIVER, MR. MCLAURIN.
 BROWN, MR. OWEN.

W. B. O. BROWN, CLERK.



United States Senate,

COMMITTEE ON

THE MISSISSIPPI RIVER AND ITS TRIBUTARIES.

July 6, 1909.

Sir:

I have the honor to call to your attention Honorable Arminius T. Haeberle, American Consul at Manzanillo, Mexico, and to inquire whether he can be transferred at an early date to some other post, which has a more healthful climate.

I make this inquiry for the reason that the climate at Manzanillo is having a very serious effect upon Mrs. Haeberle's health.

Respectfully,

To the Honorable,

The Secretary of State,

Washington, D. C.

INDEX BUREAU

14245/17

DEPT. OF STATE

Transfer of A. T. Haeblerle, Am. Consul at Manzaniello, to another post.

Encl. 17. Washington, D. C.
July 6, 1903.

Hon. William Warner.

States that the climate of Manzaniello is having a serious effect upon the health of Mrs. Haeblerle, and inquires whether or not A. T. Haeblerle, the Am. Consul at Manzaniello, can be transferred to a post in a healthier climate.
Go. (Rec'd July 8, 1903.)

Regret no place
available at present
but will be done
in mind in case
of opportunity
arises

W. R. C.

Done July 2/69

W. R. C.

Noted on Efficiency Records

W. R. C.

two copy of
the signed origi-
nal.

14245/17

July 12, 1909.

The Honorable William Warner,
United States Senate.

Sir:

I have the honor to acknowledge the receipt of your letter of the 6th instant relative to the transfer of Mr. Arminius T. Haeberle, American Consul at Manzanillo, Mexico, to another post.

In reply I regret to say that there is no place available to which Mr. Haeberle could be transferred at the present time. The matter will be borne in mind, however, in case a suitable opportunity arises.

I have the honor to be, Sir,

Your obedient servant,

Huntington Wilson
Acting Secretary

True copy of
signed original.

W. F. H.

14245/17

The Secretary of State,
Washington, D.C.



American Consul at

Mauzanillo, Mexico.

From 3206 Hebert St.,

St Louis, Missouri,

July 2nd, 1909.

Subject: Requesting Transfer from
Mauzanillo, Mexico.

The Honorable
Secretary of State,
Washington, D.C.

Sir:

I have the honor to respectfully request that, owing to the severe climatic conditions at Mauzanillo, Mexico, I be transferred to some other post, providing the Department sees fit, and finds it possible to grant such a request.

While I am, of course, anxious to do my duty and remain at my present post until the Department believes I am entitled to a change, I would, nevertheless, greatly appreciate being transferred because of the concern

cern for my wife's health, especially during the rainy season, owing to the prevalence of malaria and its dreaded form the "pernicious fever".

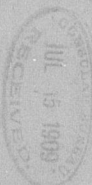
I have the honor to be, Sir,
Your obedient servant,
Arminius T. Hackerl,
American Consul.

INDEX BUREAU

JUL 14 1909

14245/10
DEPT. OF STATE

17



Transferred to

Smith

Comm. no. July 14/09

It

Request for Transfer to Another Post.

Encl. 16. Manzanillo, Mexico,
(St. Louis, Mo.)

July 2, 1909.

Amer. Consulate (Haberle) f--

Requests to be transferred to
another post, as the climate at Man-
zanillo is injurious to his wife's
health.

6 (Rec'd. July 6, 1909.)

Noted on Efficiency Records

File D

14245/18

F 916 N.

July 16, 1909.

Arminius T. Haeberle, Esquire,
American Consul,
Manzanillo, Mexico,
Now at 3206 Hebert Street,
St. Louis, Missouri.

Sir:

I have to acknowledge the receipt of your despatch number 11 of the 11th instant, in which you request the Department to grant you a transfer from your present position as Consul at Manzanillo to some other post.

In reply I have to say that there is no place available at the present time to which you can be transferred. Your request will, however, be given consideration should an opportunity be presented.

I am, Sir,

Your obedient servant,

(For the Secretary of State)

WILBUR J. CARR.
Chief Clerk.

A true copy of
the signed original.

W. J. C.

115/18

4019

1940

No. 115



AMERICAN CONSULATE.

From 3206 Hebert St., St. Louis, August 4, 1909.

Subject: Reporting departure for Manzanillo, Mexico.

The Honorable

Secretary of State,

Washington, D. C.

Sir:

I have the honor to report that I shall leave St. Louis tomorrow evening, August 5th, for Manzanillo, Mexico, via Mexico City.

I have the honor to be, Sir,

Your obedient servant,

Arminius T. Haeberle

American Consul.

INDEX BUREAU

AUG 10
14246/19
6061
DEPT. OF STATE

Leave of absence.

Encl. 19. Merzanillo, Mexico,
(St. Louis, Missouri)

August 4, 1909.

Am. Consulate (Haberle) #

Reports that he will leave St.

Louis on August 5th for Merzanillo,

Mexico, via Mexico City.

No. (Rec'd AUG. 7, 1909.)

211 108

*Waiting from
Aug 16/09*

FILE
CLWA

OTTO F. STIEGLER, Agent
JACOB BONGER, Secy. &

*State
Adm
8/13/09*

Hon.

My D

Haeb

a be

to M

tain

sou

all

len

the

him

exp

fac

be

a r

qu

si

gl

ad

ma

Sp

OTTO F. STEELS, President.
JACOB BONGNER, Secy. & Treas.

OTTO F. STEELS UNION BREWING COMPANY,

GRAVOIS AND MICHIGAN AVES.

St. Louis, Zug. 11th, 1909. 190

Hon. Wm. H. Taft,

President of the United States,
Washington, D. C.

My Dear Mr. President:-

I take the liberty of writing you relative to Armenius T. Haeberle the American Consul at Manzanillo, Mex. in whose transfer to a better consulate I am greatly interested. He was appointed Consul to Mexico in June of last year after passing the examination and obtaining the highest grade of the competitors from the State of Missouri.

It seems the climatic conditions in Manzanilla are exceptionally severe, the most malignant forms of malaria fever being prevalent there. In addition to this the cost of living is very high, and the salary of \$2000 is not sufficient to allow a consul to provide himself and family with the necessary comforts considering the heavy expenses due to frequent sickness. In view of the above mentioned facts I therefore ask of you as a personal favor that a better consulate be given to Mr. Haeberle, which I know will be looked upon merely as a reward of merit and faithfulness by all who are personally acquainted with him.

While the Consulate at Gurdajara is a position of the sixth class, I believe that the present consul at that post would be glad of a transfer to some European place where he can have educational advantages for his children, and in that case I know of no better man than Mr. Haeberle to fill the place because of his knowledge of Spanish, and the prevailing conditions of that district, which is

OTTO L. & UNION BREWING COMPANY

BRANDS AND MARKS

Sellers, Inc. 1908



Hon. Wm. H. Taft,

President of the United States,

Washington, D. C.

My Dear Mr. President:-

I take the liberty of writing you relative to Armand T. Hasbrie the American Consul at Manzanillo, Mex. in whose transfer to a better consulate I am greatly interested. He was appointed Consul to Mexico in June of last year after passing the examination and obtaining the highest grade of the competitors from the State of Wisconsin.

It seems the climatic conditions in Manzanillo are exceptionally severe, the most malignant forms of malaria being prevalent there. In addition to this the cost of living is very high, and the salary of \$2000 is not sufficient to allow a consul to provide himself and family with the necessary comforts considering the heavy expenses due to frequent sickness. In view of the above mentioned facts I therefore ask of you as a personal favor that a better consulate be given to Mr. Hasbrie, which I know will be looked upon merely as a reward of merit and faithfulness by all who are personally acquainted with him.

While the Consulate at Guadalajara is a position of the sixth class, I believe that the present consul at that post would be glad of a transfer to some European place where he can have educational advantages for his children, and in that case I know of no better man than Mr. Hasbrie to fill the place because of his knowledge of Spanish, and the prevailing conditions of that district, which is

OTTO F. STIFEL, President.
JACOB BONGNER, Secy. & Treas.

OTTO F. STIFEL'S
UNION BREWING COMPANY,

GRAVOIS AND MICHIGAN AVES.

St. Louis, 190

Hon. Wm. H. Taft (2)

adjacent to his present one at Manzanillo. In considering this advancement to Guadalajara from Manzanillo, Mex. I respectfully call your attention to the high cost of living in Mexico cities, in case the increase over a 9th, class position should seem too great.

While I have not asked any favors, I would consider this a personal one if this man is properly cared for.

Yours very truly,

Otto F. Stifel

INDEX BUREAU

INDEX BUREAU

AUG 18 1909

DEPT. OF STATE

Proposed transfer of Armenius T. Haberle, Consul at Manzanillo, Mexico.

Encl. 20. St. Louis, Missouri,
August 11, 1909.

Otto F. Skiffel.

Addresses the President in behalf of Armenius T. Haberle, American Consul at Manzanillo, Mexico, saying that owing to the malarial climate at Manzanillo and the high cost of living in Mexican cities, a transfer to some other Consulate is very desirable at this time for Mr. Haberle. Suggests the Consulate at Guadalajara, Mexico, as an available post for which Mr. Haberle is well fitted.

Bo. (Rec'd August 17, 1909)

Noted on Efficiency Sheet

Can Aug 21/09

FILE
J.B.J.

14245/20.

August 21, 1909.

Mr. Otto F. Stifel,
President, Union Brewing Company,
Gravois and Michigan Avenues,
St. Louis, Missouri.

Sir:

I have to acknowledge the receipt of your letter of the 11th instant, addressed to the President and referred here, in which you suggest the transfer of Mr. Arminius T. Haerberle, American Consul at Manzanillo, Mexico, to another post, particularly Guadalajara, Mexico, and in reply to inform you that the statements in your letter will receive the Department's careful consideration in case a suitable opportunity arises for Mr. Haerberle's transfer.

I am, Sir,

Your obedient servant,

For Mr. Knox:

WILBUR J. CARR.

Chief Clerk.

A true copy of
the signed original.

Proj
Habe

Enol

0t

half
loan
sayi
cile
cost
a tr
is v
Mr.
at C
abic
well
Bo.

14245/20

No. 44



AMERICAN CONSULATE,

Manzanillo, Mexico, August 14th, 19 09

SUBJECT: Reporting arrival at Consular Post.

THE HONORABLE

~~ASSISTANT~~ SECRETARY OF STATE,

WASHINGTON, D. C.

SIR:

I have the honor to report that I arrived at my Consular Post, Manzanillo, Mexico, yesterday and have this day assumed charge of this office, the joint certificate, No. 5, having been transmitted with accounts and returns of Vice and Deputy Consul, Richard M. Stadden, for the fractional quarter ending August 13th, 1909.

I have the honor to be, Sir,

Your obedient servant,

Arminius T. Hachelle

American Consul.

INDEX BUREAU
1 14245 1909
SEP 21
DEPT. OF STATE

Leave of absence.

Encl. 21. Manzanillo, Mexico,
August 14, 1909.

Am. Consulate (Heberle) #44.

Reports arrival at his post
on August 13th, 1909, from leave
of absence and informs the Depart-
ment that joint certificate #5 has
been transmitted with accounts and
returns of Vice and Deputy Consul
Richard W. Stedden, for the frac-
tional quarter ending August 13th,
1909. (Rec'd Aug. 21, 1909).
W.

Acknowledged by J. J. J.
J. J. J.

SEP - 2 1909

FILE
J. J. J.

No. 73



AMERICAN CONSULATE-GENERAL,

Mexico, Mexico, August 20 , 190 9.

SUBJECT: Arminius T. Haeberle, Esquire.

THE HONORABLE

ASSISTANT SECRETARY OF STATE,

WASHINGTON, D. C.

SIR:

I have the honor to inform the Department that last week Arminius T. Haeberle, Esquire, American Consul at Manzanillo, called at this Consulate-General en route to his post on return from leave of absence.

I have the honor to be, Sir,

Your obedient servant,

A handwritten signature in dark ink, appearing to read "Arnold Shank". The signature is written in a cursive style and is positioned above the printed title of the sender.

CONSUL-GENERAL.

INDEX BUREAU

2
14245/22
1909
DEPT. OF STATE

17

Leave of absence.

Encl. 22.

Mexico, Mexico,
August 20, 1909.

Am. Consul General (Shandlin) #75.
Reports the visit to the Consul-
ulate of General Haeberle en route
to his post at Manzanillo, return-
ing from leave of absence.
Ho. (Rec'd August 30, 1909.)

Acknowledged by form

SEP -7 1909

FILE
101

5/6/09

INDEX BUREAU
SEP 8 1909
77
No. 47



Manzanillo, Mexico, September 15th, 1909.

Subject: Reporting date of departure from my post
on my recent visit to the United States.

The Honorable
Secretary of State,
Washington, D. C.

Sir:

I have the honor to report that in my despatch No. 37 of June 2nd, 1909 I notified the Department that I had turned over that day the Consulate to Vice and Deputy Consul, Richard M. Stadden, as I had been granted leave of absence to visit the United States on account of my mother's approaching death, but I failed to mention the date of my departure from my post.

My attention was called to this fact in the Department's instruction No. 24 of the 28th ultimo, and I, therefore, have the honor to report now that the archives having been turned over to the Vice and Deputy Consul on the evening of the 2nd, I left my post June the 3rd, 1909, for the United States.

I have the honor to be, Sir,

Your obedient servant,

Arminius T. Haebler

American Consul.

INDEX BUREAU

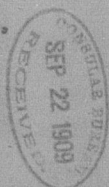
RE 14245/1909
SEP 23
DEPT. OF STATE

Leave of absence.

Encl. 23. Manzanillo, Mexico,
September 15, 1909.

Am. Consulate (Haberle) #47.
Referring to the Department's

#24 of the 28th ultimo, reports that
he left his post for the United
States on June 3, 1909, which fact
should have been reported in his
#37 of June 2, 1909, notifying the
Department that he had turned over
the Consulate to Vice and Deputy
Consul Richard M. Stadden, on the
latter date.
Bo. (Rec'd September 21, 1909)



Acknowledged by form.

SEP 25 1909

FILE

J.D.J.

[Handwritten signature]



Manzanillo, Mexico, September 25th, 1909

Subject: Request to be transferred to Valparaiso de Chile.

The Honorable
Secretary of State,
Washington, D. C.

Sir:

I have the honor to report that I have heard that the present Consul at Valparaiso, Chile, will soon leave his post, and if such is the case, and no new man has as yet been appointed, I respectfully request that I be transferred to that Post.

This request is prompted by a desire to return to a country which I have learned to like in consequence of my residence at Santiago de Chile for five years.

I am well acquainted with the conditions and people of Chile, have many friends and acquaintances both in Santiago and Valparaiso among the natives as well as among the American, German and English colonies, and have reasons to believe that I would be persona grata to the Colony and to the Government.

Inasmuch as the circumstance of my previous residence in Chile would give a wider scope to my usefulness in the discharge of my consular duties, I respectfully request that my reasons for requesting

1903

to the Department of the Interior
Washington, D.C.

Dear Sir:

I have the honor to acknowledge the receipt of your letter of the 10th inst.

and in reply to inform you that the same has been forwarded to the proper authorities for their consideration.

I have the honor to inform you that I have been instructed to advise you that the same has been forwarded to the proper authorities for their consideration. I have the honor to inform you that I have been instructed to advise you that the same has been forwarded to the proper authorities for their consideration.

This request is prompted by a desire to return to a country where I have been a resident for five years. I have the honor to inform you that I have been instructed to advise you that the same has been forwarded to the proper authorities for their consideration.

I am well acquainted with the conditions and requirements of the United States and I have no objection to my being admitted to the same. I have the honor to inform you that I have been instructed to advise you that the same has been forwarded to the proper authorities for their consideration.

I have the honor to inform you that I have been instructed to advise you that the same has been forwarded to the proper authorities for their consideration. I have the honor to inform you that I have been instructed to advise you that the same has been forwarded to the proper authorities for their consideration.

a transfer be given consideration.

I have the honor to be, Sir,

Your obedient servant,

Arminius T. Haebler

American Consul.

INDEX BUREAU

130
14245/8
24
DEPT. OF STATE

Noted on Efficiency Record.



in Oct 6/09

FILE

JDJ

Request of Arminius T. Haeblerle, Am.
Consul at Manzanillo, Mexico, to be
transferred to the Consulate at
Valparaiso.

Encl. 24. Manzanillo, Mexico,
September 26, 1909.

Am. Consulate (Haeblerle) #48.
States that he is informed that
the present Consul at Valparaiso,
Chile, will soon leave his post, and
requests to be transferred to Val-
paraiso. Says that he is acquainted
with the conditions and people of
Chile, which would give a wider scope
to his usefulness in the discharge of
his duties.
Mc. (Rec'd October 2, 1909.)

14245/24.

J/D JHCK

28

October 6, 1909.

Arminius T. Haerberle, Esquire,
American Consul,
Manzanillo, Mexico.

Sir:

I have to acknowledge the receipt of your despatch
No. 48 of September 25, 1909, in regard to your desire
for a transfer to Valparaiso, Chile.

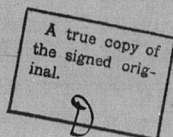
In reply I have to inform you that the Department
has no intimation that a vacancy will occur at that
office in the near future. Your request will have the
Department's consideration in case a suitable opportunity
should arise.

I am, Sir,

Your obedient servant,

For Mr. Knox:

William Phillips



14245/24

CONS

Haeb

You
struc

to you and A.
the dated 1911
1911

above refe
ect:
firmed by
phered by
by opera

J/D E S W

2

January 22, 1910.

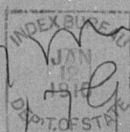
CONSULAR.)

TELEGRAM SENT.

H/ha HCH

Department of State,

Washington, JAN 12 1910



Hasberle,

American Consul,

Manzanillo, (Mexico)

You have been promoted to Consul, Tegucigalpa. Await instructions by mail.

Hale

CONFIRMATION MAILED.
JAN 13 1910

Above refers to _____, 19 _____, from _____

Subject: _____

Forwarded by mail _____, 19 _____

Numbered by _____

by operator 1159 (A) Jan 12 1910 Zdg

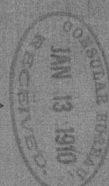
P. C.

5245

142457
24

14245
24 A

Aile



2

January 22, 1910.

Arminius T. Haerberle, Esquire,
Appointed American Consul,
Tegucigalpa, Honduras,
Now at Manzanillo, Mexico.

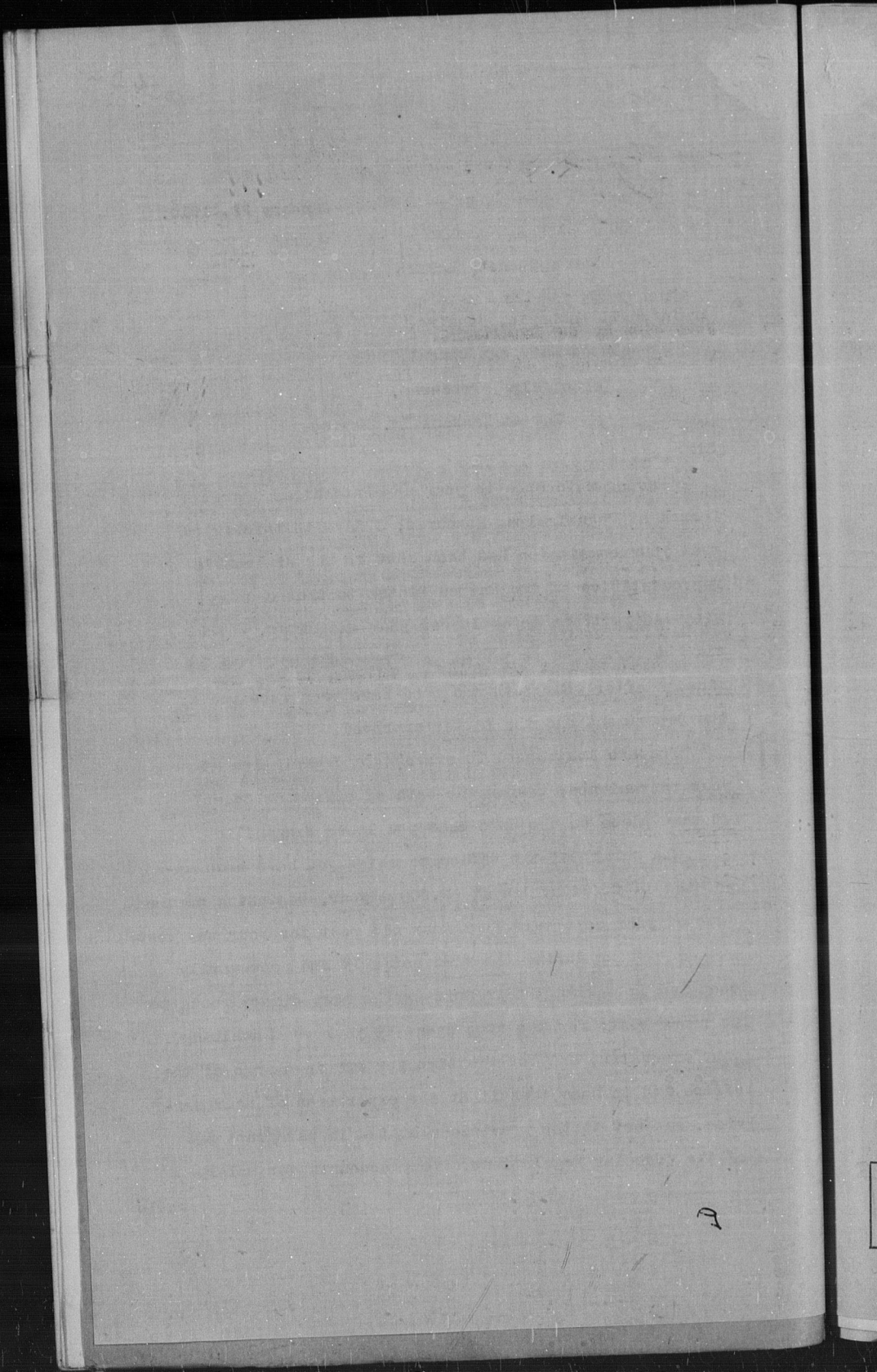
Sir:

Having reference to your appointment as American Consul at Tegucigalpa, Honduras, I have to inform you that your commission has been sent to the diplomatic representative of the United States to that country, with instructions to apply for your exequatur, which will be forwarded to you at your new post with the commission after your oath and bond have been received by the Department and the latter approved.

You are instructed to proceed to Tegucigalpa at your convenience, taking the oath of office as Consul at that place on the date that you leave Manzanillo.

The salary of the office to which you have been appointed is fixed by law at \$2,500 a year, beginning on the date of your departure from your old post for your new post and continuing during the time actually and necessarily occupied in making the transit by the most direct route to your new post; for the time spent at your post awaiting your exequatur, and for the time you are in charge of the office and in home transit at the expiration of your service, subject to the provisions stated in paragraph 504 of the Consular Regulations. Your accounts for salary

while



while in transit and while awaiting your exequatur must be rendered in accordance with paragraph 563 of the Consular Regulations and should be transmitted to this Department. You will not, however, draw for the amount thereof until you have been notified of the approval of your bond by the Department.

An allowance at the rate of five cents a mile is made to you for transportation expenses from your old post to your new post. The route for which mileage is allowed is the most direct one. A separate transportation account should be rendered to this Department after you reach your new post, on the form enclosed. You are instructed, however, to refrain from drawing on the Department for the amount of your mileage account until you are authorized to do so.

A duplicate of the order to deliver to you the records, archives and other Government property at your new post is herewith enclosed.

Under the law a fee of one dollar is charged for each passport issued by the Government. Upon the receipt of this amount a passport will be sent to you.

I am, Sir,

Your obedient servant,

For Mr. Knox:

WILBUR J. CARR.

Enclosures:

Order.

Form No. 209.

A true copy of
the signed original.

Q

545

14245 / 24 B

th
in

245
J/D E.C.W.
CONSULAR.

Department of State,

Washington, January 22, 1910.

Benjamin D. Guilbert, Esquire,
Or the Person in Charge of the
American Consulate,
Tegucigalpa, Honduras.

Sir:

The President having appointed Arminius T. Haerberle, of Missouri, American Consul at Tegucigalpa, Honduras, you are instructed to deliver to him the records and archives of the office, the seals, flags, and arms, together with the Revised Statutes, the Statutes at Large, Consular Regulations, and all other books and property in your possession belonging to the United States, upon his application therefor.

I am, Sir,

Your obedient servant,

For Mr. Knox:

WILBUR J. CARR.

A true copy of
the signed original.
B

142467
24C

142467

A true
the sign
mal.
Ho

745
Serial No. 92

January 24, 1910.

Philip M. Brown, Esquire,
American Minister,
Tegucigalpa.

Sir:

I enclose the commission of Mr. Arminius T. Haeberle, of Missouri, as Consul of the United States at Tegucigalpa, Honduras.

You will apply to the Foreign Office for his formal recognition and advise him of the result at his post, but will retain his commission, together with the exequatur that may be issued to him by the Government of Honduras until further instructed by the Department.

I am, Sir,

Your obedient servant,

ALVEY A. ADEE,
ACTING SECRETARY.

Enclosure as above.

□ 7 H

A true copy of
the signed orig-
inal.

Hall

14245/
24 D.

45

William H. Brown, Secretary
Division of Investigation
Washington, D. C.
Dear Sir:
I have the honor to acknowledge the receipt of your letter of the 14th inst. in relation to the matter of the investigation of the activities of the United States of America.
You will copy to the Foreign Office for its consideration the advice of the results of its work, but will retain the confidential character of the information and not be placed in the hands of the Government of England with further knowledge of the Department.
Very respectfully,
ALBERT A. ROSE
ACTING SECRETARY

copy of
sent out

4p

45
Serial No. 1

M
January 14, 1910.

Arminius T. Haerberle, Esquire,

Appointed American Consul at Tegucigalpa, Honduras,
now at Manzanillo, Mexico.

Sir:

Referring to the Department's telegraphic instruction of the 12th instant, informing you of your appointment as Consul at Tegucigalpa and directing you to await further instructions, you are now instructed to proceed to Tegucigalpa, executing the oath of office on the date of your departure from Manzanillo.

Forms of official bond and oath of office are enclosed herewith for execution and return. The law requires that the sureties on the bond shall be permanent residents of the United States or a duly authorized surety company.

You will also please sign the enclosed cards for the use of the accounting officers of the Treasury and return them to this Department.

I am, Sir,

Your obedient servant,

For Mr. Knox:

Walburn J. Can

Enclosures:

Form of bond,
Form of oath,
Three signature cards.

copy o
ad orig

4P

14245/24E

For correspondence on this case subsequent to this date,

SEE.....123 H III.....

No 26
1870



American Consulate,
Newcastle-on-Tyne, England,
June 10th, 1908.

To the Honorable the Assistant Secretary of State,
Washington

Sir,

I have the honor to forward, herewith,
a copy, in duplicate, of the "Company's
act, 1907," with the comments of a
local newspaper upon the same, viz:-
"Limited Liability Revived."

I am, Sir,

Your obedient Servant,
Jesse W. McKay
Consul.

Enclosures:-

Company's act, 1907, in duplicate.

Extract from local newspaper "

Sect
1.
2.
3.
4.
5.
6.

7.
8.

9.

10.
11.
12.

13.
14.
15.
16.

10 JUN 1908

14246

DEPT. OF STATE

Law governing liability companies
in England.

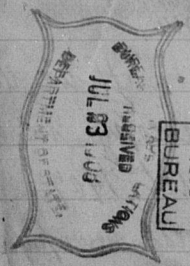
Am. Consulin to (No ton 1)

Newcastle-on-Tyne, England. #346

June 10, 1908.

Enclosed copies of the Act of
1907 governing liability companies,
together with newspaper article
discussing the law.
J. (Rec'd June 20, 1908)

2 encl.



CONSULAR
JUN 28
1908
BUREAU

Ad. 49 from

June 20 1908

FILE

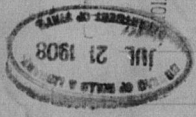
SOLICITOR'S OFFICE,

JUN 20
1907
DEPT. OF STATE.

Copy to B. Aug. 31 1908

BUREAU OF TRADE RECEIPTS
AUG 7 1908
ACKNOWLEDGED

FILE



Companies Act, 1907.

[7 EDW. 7. CH. 50.]

ARRANGEMENT OF SECTIONS.

A.D. 1907.

PROSPECTUS AND ALLOTMENT.

Section.

1. Obligations of companies where no prospectus is issued.
2. Amendment of 63 & 64 Vict. c. 48. s. 10.
3. Penalty for failure to file prospectus.
4. Simultaneous offer and allotment of shares and debentures.
5. Limitation of time for issue of certificates.
6. Filing of contracts of allotment of shares not payable in cash.

PAYMENT OF COMMISSIONS.

7. Statement as to commissions and discounts.
8. Amendment of 63 & 64 Vict. c. 48. s. 8.

PAYMENT OF INTEREST OUT OF CAPITAL.

9. Power of company to pay interest out of capital in certain cases.

MORTGAGES AND CHARGES.

10. Amendment of 63 & 64 Vict. c. 48. s. 14 as to registration of mortgages and charges.
11. Registration of enforcement of security.
12. Registration of secured debts created before 1st of July 1908.
13. Effect of floating charge.
14. Perpetual debentures.
15. Power to re-issue redeemed debentures in certain cases.
16. Specific performance of contract to subscribe for debentures.

[Price 3½d.]

A

i

A.D. 1907. Section.

17. Inspection of register of mortgages.
18. Right of debenture holders to inspect the register of debenture holders and to have copies of trust deed.

AUDITORS; BALANCE SHEET; AND REPORTS.

19. Auditors.
20. Application to Scotland of s. 26 of 25 & 26 Vict. c. 89 and s. 19 of 63 & 64 Vict. c. 48.
21. Filing of annual statement of affairs by limited companies.
22. Report by directors under 63 & 64 Vict. c. 48. s. 12.
23. Rights of preference shareholders, &c., as to receipt and inspection of reports, &c.

GENERAL MEETING, &C.

24. Annual general meeting.
25. Poll.

WINDING UP.

26. Amendment of law as to voluntary winding up.
27. Rights of creditors in a voluntary winding up.
28. Reckoning of contingent liabilities on petition to wind up.
29. Winding-up order where company has no assets.
30. Amendment of 51 & 52 Vict. c. 62 and 52 & 53 Vict. c. 60.
31. Dissolution of companies.

DIRECTORS.

32. Power of court to grant relief in certain cases.
33. Contributions under 53 & 54 Vict. c. 64.
34. Qualification of director.

REQUIREMENTS AS TO COMPANIES ESTABLISHED OUTSIDE THE UNITED KINGDOM.

35. Requirements as to companies established outside the United Kingdom.

MISCELLANEOUS.

A.D. 1907.

Section.

36. Validity of debentures to bearer in Scotland.
37. Definition of private company.
38. Application of 33 & 34 Vict. c. 104 to companies not being wound up.
39. Re-organisation of capital.
40. Exemption of life assurance companies from 25 & 26 Vict. c. 89. s. 44.
41. Filing of accounts of receivers and managers.
42. Revocation of licences under 30 & 31 Vict. c. 131. s. 23.
43. Interpretation of 46 & 47 Vict. c. 30.
44. Construction of s. 56 of 25 & 26 Vict. c. 89.
45. Extraordinary resolutions.
46. Signature of documents.
47. Annual report by Board of Trade.
48. Penalty for improper use of word "Limited."
49. Prosecution of offences under Companies Acts.
50. Miscellaneous amendments of Companies Acts.
51. Repeal.
52. Short title, construction, and commencement.

SCHEDULES.

An

B
Tem
and

with
debe
debe
lieu
as a
agen
part

1900
do
shan
to t

in c
pub
unle



CHAPTER 50.

An Act to amend the Companies Acts, 1862 to 1900.

A.D. 1907.

[28th August 1907.]

BE it enacted by the King's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows:—

PROSPECTUS AND ALLOTMENT.

1.—(1) A company which does not issue a prospectus on or with reference to its formation shall not allot any of its shares or debentures unless before the first allotment of either shares or debentures there has been filed with the registrar a statement in lieu of prospectus, signed by every person who is named therein as a director or proposed director of the company or by his agent authorised in writing, in the form and containing the particulars set out in the First Schedule to this Act.

Obligations
of companies
where no
prospectus is
issued.

(2) Sections two, six, and eleven of the Companies Act, 63 & 64 Vict. 1900, as amended by this Act, shall apply to companies which do not issue a prospectus inviting public subscription of their shares, subject to the modifications set out in the Second Schedule to this Act.

c. 48.

(3) In the case of the first allotment of share capital payable in cash of a company which does not issue any invitation to the public to subscribe for its shares, no allotment shall be made unless the minimum subscription (that is to say):—

- (a) the amount (if any) fixed by the memorandum or articles of association and named in the statement in lieu of prospectus as the minimum subscription upon which the directors may proceed to allotment; or

A.D. 1907.

(b) if no amount is so fixed and named, then the whole amount of the share capital other than that issued or agreed to be issued as fully or partly paid up otherwise than in cash,

has been subscribed and an amount not less than five per cent. of the nominal amount of each share payable in cash has been paid to and received by the company.

(4) Section five of the Companies Act, 1900, shall apply as if the foregoing provisions of this section were included amongst the foregoing provisions of that Act mentioned in the said section five.

(5) This section shall not apply to private companies as defined by this Act, or to any company which has allotted any shares or debentures before the commencement of this Act.

Amend-
ment of
63 & 64 Vict.
c. 48. s. 10.

2.—(1) The following subsection shall be substituted for subsection one of section ten of the Companies Act, 1900:—

“(1) Every prospectus issued by or on behalf of a company, or by or on behalf of any person who is or has been engaged or interested in the formation of the company, must state—

“(a) the contents of the memorandum of association, with the names, descriptions, and addresses of the signatories, and the number of shares subscribed for by them respectively; and the number of founders or management or deferred shares, if any, and the nature and extent of the interest of the holders in the property and profits of the company; and

“(b) the number of shares, if any, fixed by the articles of association as the qualification of a director, and any provision in the articles of association as to the remuneration of the directors; and

“(c) the names, descriptions, and addresses of the directors or proposed directors; and

“(d) the minimum subscription on which the directors may proceed to allotment, and the amount payable on application and allotment on each share; and in the case of a second or subsequent offer of shares the amount offered for subscription on each previous allotment made within the two preceding years, and the amount actually allotted; and the amount, if any, paid on such shares; and

“(e) the number and amount of shares and debentures which within the two preceding years have been issued,

or agreed to be issued, as fully or partly paid up otherwise than in cash, and in the latter case the extent to which they are so paid up, and in either case the consideration for which such shares or debentures have been issued or are proposed or intended to be issued; and

“(f) the names and addresses of the vendors of any property purchased or acquired by the company, or proposed so to be purchased or acquired, which is to be paid for wholly or partly out of the proceeds of the issue offered for subscription by the prospectus, or the purchase or acquisition of which has not been completed at the date of publication of the prospectus, and the amount payable in cash, shares, or debentures to the vendor, and, where there is more than one separate vendor, or the company is a sub-purchaser, the amount so payable to each vendor; provided that, where the vendors or any of them are a firm, the members of the firm shall not be treated as separate vendors; and

“(g) the amount (if any) paid or payable as purchase money in cash, shares, or debentures of any such property as aforesaid, specifying the amount (if any) payable for goodwill; and

“(h) the amount (if any) paid within the two preceding years or payable as commission for subscribing or agreeing to subscribe, or procuring or agreeing to procure subscriptions, for any shares in, or debentures of, the company, or the rate of any such commission; provided that it shall not be necessary to state the commission payable to sub-underwriters; and

“(i) the amount or estimated amount of preliminary expenses; and

“(j) the amount paid within the two preceding years or intended to be paid to any promoter and the consideration for any such payment; and

“(k) the dates of and parties to every material contract, and a reasonable time and place at which any material contract or a copy thereof may be inspected: Provided that this requirement shall not apply to a contract entered into in the ordinary course of the business

A.D. 1907.

carried on or intended to be carried on by the company, or to any contract entered into more than two years before the date of publication of the prospectus; and

"(l) the names and addresses of the auditors (if any) of the company; and

"(m) full particulars of the nature and extent of the interest (if any) of every director in the promotion of, or in the property proposed to be acquired by, the company, or, where the interest of such a director consists in being a partner in a firm, the nature and extent of the interest of the firm, with a statement of all sums paid or agreed to be paid to him or to the firm in cash or shares or otherwise by any person either to induce him to become, or to qualify him as, a director, or otherwise for services rendered by him or by the firm in connection with the promotion or formation of the company; and

"(n) where the company is a company having shares of more than one class, the right of voting at meetings of the company conferred by the several classes of shares respectively."

(2) The said section of the Companies Act, 1900, shall not apply to a circular or notice inviting existing members or debenture holders of the company to subscribe for shares or debentures of the company, whether with or without the right to renounce in favour of other persons, and accordingly in subsection four of that section for the words "for further shares or debentures" there shall be substituted the words "for shares or debentures of the company, whether with or without the right to renounce in favour of other persons."

Penalty for failure to file prospectus.

3. If a prospectus is issued without a copy thereof being filed for registration as required by section nine of the Companies Act, 1900, the company and every person who is knowingly a party to the issue of the prospectus shall on conviction be liable to a fine not exceeding five pounds for every day from the date of the issue of the prospectus until a copy thereof is so filed.

Simultaneous offer and allotment of shares and debentures.

4. The following provision shall be substituted for subsection four of section six of the Companies Act, 1900:—

"(4) Nothing in this section shall prevent the simultaneous offer for subscription or allotment of any shares and debentures, or the receipt of any money payable on application for debentures."

5.—(1) Every company shall within two months after the allotment of any of its shares, debentures, or debenture stock, and within two months after the registration of the transfer of any such shares, debentures, or debenture stock, complete and have ready for delivery the certificates of all shares, the debentures, and the certificates of all debenture stock allotted or transferred, unless the conditions of issue of the shares, debentures, or debenture stock otherwise provide.

A.D. 1907.

Limitation
of time for
issue of
certificates.

(2) If default is made in complying with the requirements of this section, the company, and every director, manager, secretary, and other officer of the company who is knowingly a party to the default, shall on conviction be liable to a fine not exceeding five pounds for every day during which the default continues.

6.—(1) Where such a contract as is mentioned in paragraph (b) of subsection (1) of section seven of the Companies Act, 1900, is not reduced to writing, the company shall within the time limited in the said section file with the registrar the prescribed particulars of the contract stamped with the same stamp duty as would have been payable if the contract had been reduced to writing.

Filing of
contracts of
allotment of
shares not
payable in
cash.

(2) Such particulars shall be deemed to be an instrument within the meaning of the Stamp Act, 1891, and the registrar may, as a condition of filing the particulars, require that the duty payable thereon be adjudicated under section twelve of that Act.

54 & 55 Vict.
c. 39.

(3) The provisions of section seven of the Companies Act, 1900, imposing penalties for default shall apply as if the requirement of this section were a requirement contained in that section.

(4) If default has been made in filing with the registrar within the time limited by section seven of the Companies Act, 1900, any document required to be filed by that section or this section, the company, or any person liable for the default, may apply to the court for relief, and the court, if satisfied that the omission to file the document was accidental or due to inadvertence or that it is just and equitable to grant relief, may make an order extending the time for the filing of the document for such period as the court may think proper.

PAYMENT OF COMMISSIONS.

7. The total amount of the sums paid by way of commission in respect of any shares or debentures or allowed by way of discount in respect of any debentures shall be stated in the

Statement
as to com-
missions and
discounts.

A.D. 1907. summary made under section twenty-six of the Companies Act, 1862, next after the payment of the commission or the allowance of 25 & 26 of the discount, and the total amount thereof, or so much thereof as has not been written off, shall be stated in every balance sheet until the whole amount thereof has been written off.

Amendment
of 63 & 64
Vict. c. 49.
s. 8.

8.—(1) For removing doubts it is hereby declared that a vendor to, promoter of, or other person who receives payment in money or shares from, a company has, and always has had, power to apply any part of the money or shares so received in payment of any commission, the payment of which, if made directly by the company, would have been legal under section eight of the Companies Act, 1900.

(2) The said section shall apply in cases where the shares are not offered to the public for subscription; provided that the payment of the commission is authorised by the articles of association of the company, and that the amount or rate paid or agreed to be paid as commission is disclosed in the statement in lieu of prospectus or in a statement in the prescribed form verified in like manner as a statement in lieu of prospectus and filed with the registrar, and, where a circular or notice, not being a prospectus, inviting subscriptions for the shares is issued, also disclosed in that circular or notice.

PAYMENT OF INTEREST OUT OF CAPITAL.

Power of
company to
pay interest
out of capital
in certain
cases.

9. Where any shares of a company are issued for the purpose of raising money to defray the expenses of the construction of any works or buildings or the provision of any plant which cannot be made profitable for a lengthened period, the company may pay interest on so much of such share capital as is for the time being paid up for the period and subject to the conditions and restrictions in this section mentioned, and may charge the same to capital as part of the cost of construction of the work, building, or plant:

Provided that—

- (1) No such payment shall be made unless the same is authorised by the company's articles of association or by special resolution of the company:
- (2) No such payment, whether authorised by the articles of association or by special resolution, shall be made without the previous sanction of the Board of Trade:

A.D. 1907.

(3) Before sanctioning any such payment the Board of Trade may, at the expense of the company, appoint a person to inquire and report to them as to the circumstances of the case, and may, before making the appointment, require the company to give security for payment of the costs of the inquiry:

(4) The payment shall be made only for such period as may be determined by the Board of Trade; and such period shall in no case extend beyond the close of the half year next after the half year during which the works or buildings have been actually completed or the plant provided:

(5) The rate of interest shall in no case exceed four per cent. per annum or such lower rate as may for the time being be prescribed by Order in Council:

(6) The payment of such interest shall not operate as a reduction of the amount paid up on the shares in respect of which it is paid:

(7) The accounts of the company shall show the capital on which, and the rate at which, interest has been paid out of capital during the period to which the accounts relate:

(8) Nothing in this section shall affect any company to which the Indian Railways Act, 1894, as amended by any subsequent enactment, applies.

57 & 58 Vict.
c. 12.

MORTGAGES AND CHARGES.

10.—(1) Every mortgage or charge created by a company after the commencement of this Act and being either—

(a) a mortgage or charge for the purpose of securing any issue of debentures; or

(b) a mortgage or charge on uncalled capital of the company; or

(c) a mortgage or charge created or evidenced by an instrument which, if executed by an individual, would require registration as a bill of sale; or

(d) a mortgage or charge on any land, wherever situate, or any interest therein; or

Amendment
of 63 & 64
Vict. c. 48.
s. 14. as to
registration
of mortgages
and charges.

A.D. 1907.

(e) a mortgage or charge on any book debts of the company; or

(f) a floating charge on the undertaking or property of the company,

shall, so far as any security on the company's property or undertaking is thereby conferred, be void against the liquidator and any creditor of the company, unless the prescribed particulars of the mortgage or charge, together with the instrument (if any) by which the mortgage or charge is created or evidenced, are delivered to or received by the registrar for registration in manner required by this Act within twenty-one days after the date of its creation, but without prejudice to any contract or obligation for repayment of the money thereby secured, and where a mortgage or charge becomes void under this section the money secured thereby shall immediately become payable:

Provided that—

(i) In the case of a mortgage or charge created out of the United Kingdom comprising solely property situate outside the United Kingdom, the delivery to and the receipt by the registrar of a copy of the instrument by which the mortgage or charge is created or evidenced, verified in the prescribed manner, shall have the same effect for the purposes of this section as the delivery and receipt of the instrument itself, and twenty-one days after the date on which the instrument or copy could, in due course of post, and if despatched with due diligence, have been received in the United Kingdom, shall be substituted for twenty-one days after the date of the creation of the mortgage or charge, as the time within which the particulars and instrument or copy are to be delivered to the registrar; and

(ii) where the mortgage or charge is created in the United Kingdom but comprises property outside the United Kingdom, the instrument creating or purporting to create such mortgage or charge may be sent for registration notwithstanding that further proceedings may be necessary to make such mortgage or charge valid or effectual according to the law of the country in which such property is situate; and

A.D. 1907.

(iii) where a negotiable instrument has been given to secure the payment of any book debts of a company, the deposit of the instrument for the purpose of securing an advance to the company shall not for the purposes of this section be treated as a mortgage or charge on those book debts;

(iv) the holding of debentures entitling the holder to a charge on land shall not be deemed to be an interest in land.

(2) The registrar shall keep, with respect to each company, a register in the prescribed form of all such mortgages and charges created by the company after the commencement of this Act, and requiring registration under this section, and shall, on payment of the prescribed fee, enter in the register, with respect to every such mortgage or charge, the date of creation, the amount secured by it, short particulars of the property mortgaged or charged, and the names of the mortgagees or persons entitled to the charge.

(3) Where a series of debentures containing, or giving by reference to any other instrument, any charge to the benefit of which the debenture holders of that series are entitled *pari passu* is created by a company, it shall be sufficient if there are delivered to or received by the registrar within twenty-one days after the execution of the deed containing the charge or, if there is no such deed, after the first issue of any debentures of the series the following particulars:—

- (a) the total amount secured by the whole series; and
- (b) the dates of the resolutions authorising the issue of the series and the date of the covering deed, if any, by which the security is created or defined; and
- (c) a general description of the property charged; and
- (d) the names of the trustees, if any, for the debenture holders:

together with the deed containing the charge, or, if there is no such deed, one of the debentures of the series, and the registrar shall, on payment of the prescribed fee, enter such particulars in the register:

Provided that, where more than one issue is made of debentures in the series, there shall be sent to the registrar for entry on the register particulars of the date and amount of each issue, but an omission to do this shall not affect the validity of the debentures issued.

A.D. 1907.

(4) Where any commission, allowance, or discount has been paid or made, either directly or indirectly by the Company to any person in consideration of his subscribing or agreeing to subscribe, whether absolutely or conditionally, for any debentures of the company, or procuring or agreeing to procure subscriptions, whether absolute or conditional, for any such debentures, the particulars required for registration under this section shall include particulars as to the amount or rate per cent. of the commission, discount, or allowance so paid or made, but an omission to do this shall not affect the validity of the debentures issued:

Provided that the deposit of any debentures as security for any debt of the company shall not for the purposes of this provision be treated as the issue of the debentures at a discount.

(5) The registrar shall give a certificate under his hand of the registration of any mortgage or charge registered in pursuance of this section, stating the amount thereby secured (which certificate shall be conclusive evidence that the requirements of this section as to registration have been complied with), and the company shall cause a copy of the certificate so given to be endorsed on every debenture or certificate of debenture stock which is issued by the company, and the payment of which is secured by the mortgage or charge so registered:

Provided that nothing in this subsection shall be construed as requiring a company to cause a certificate of registration of any mortgage or charge given under this section to be endorsed on any debenture or certificate of debenture stock which has been issued by the company before the mortgage or charge was created.

(6) It shall be the duty of the company to send to the registrar for registration the particulars of every mortgage or charge created by the company and of the issues of debentures of a series and requiring registration under this section, but registration of any such mortgage or charge may be effected on the application of any person interested therein, and, if the company fail to comply with the requirements of this subsection, then, unless the registration has been effected on the application of some other person, the company, and every director, manager, secretary, or other person who is knowingly a party to the default, shall on conviction be liable to a fine not exceeding fifty pounds for every day during which the default continues.

Where the registration is effected on the application of some person other than the company, that person shall be entitled to

recover from the company the amount of any fees properly paid by him to the registrar on the registration. A.D. 1907.

(7) The register kept, in pursuance of this section, of the mortgages and charges of each company shall be open to inspection by any person on payment of the prescribed fee, not exceeding one shilling for each inspection.

(8) Every company shall cause a copy of every instrument creating any mortgage or charge requiring registration under this section to be kept at the registered office of the company, and to be open to inspection by the members and creditors of the company in like manner as the register of mortgages under section forty-three of the Companies Act, 1862, and the provisions of that section (including the penal provisions thereof) shall apply accordingly: Provided that, in the case of a series of uniform debentures, a copy of one such debenture shall be sufficient.

(9) Section fourteen of the Companies Act, 1900, is hereby repealed.

11.—(1) If any person obtains an order for the appointment of a receiver or manager of the property of a company, or appoints such a receiver or manager under any powers contained in any instrument, he shall, within seven days from the date of the order or of the appointment under the powers contained in the instrument, give notice of the fact to the registrar, and the registrar shall, on payment of the prescribed fee, enter the fact on the register of mortgages and charges.

Registration of enforcement of security.

(2) Where, at the commencement of this Act, any such receiver or manager is acting under an order or appointment made before the commencement of this Act, the notice shall be given within seven days after the commencement of this Act.

(3) If any person makes default in complying with the requirements of this section he shall on conviction be liable to a fine not exceeding five pounds for every day during which the default continues.

12.—(1) It shall be the duty of a company within three months after the commencement of this Act to send to the registrar for registration a statement of the total amount outstanding at the commencement of this Act of the debts of the company secured by mortgages or charges created before the commencement of this Act, which under the provisions of this Act would have required registration had they been created after the commencement of this Act, except those already

Registration of secured debts created before 1st of July 1908.

A.D. 1907. — required to be registered under section fourteen of the Companies Act, 1900, and the registrar shall, on payment of the prescribed fee, enter those particulars on the register of mortgages and charges:

Provided that the neglect of the company to comply with the provisions of this subsection shall not prejudice the rights under any such mortgage or charge of any person in whose favour the mortgage or charge was made.

(2) If the company fail to comply with the requirements of this section, the company, and every director, manager, secretary, or other person who is knowingly a party to the default, shall on conviction be liable to a fine not exceeding fifty pounds for every day during which the default continues.

Effect of
floating
charge.

13. Where a company is being wound up, a floating charge on the undertaking or property of the company created within three months of the commencement of the winding up shall, unless it is proved that the company immediately after the creation of the charge was solvent, be invalid, except to the amount of any cash paid to the company at the time of or subsequently to the creation of, and in consideration for, the charge, together with interest on that amount at the rate of five per cent. per annum.

Perpetual
debentures.

14. For removing doubts it is hereby declared that a condition contained in any debentures or in any deed for securing debentures, whether issued or executed before or after the passing of this Act, shall not be invalid by reason only that thereby the debentures are made irredeemable or redeemable only on the happening of a contingency, however remote, or on the expiration of a period, however long, any rule of equity to the contrary notwithstanding.

Power to
re-issue
redeemed
debentures in
certain cases.

15.—(1) Where either before or after the passing of this Act a company has redeemed any debentures previously issued, the company, unless the articles of association of the company or the conditions of issue expressly otherwise provide, or unless the debentures have been redeemed in pursuance of any obligation on the company so to do, and not being an obligation enforceable only by the person to whom the redeemed debentures were issued, or his assigns, shall have power, and shall be deemed always to have had power, to keep the debentures alive for the purposes of re-issue, and where a company has purported to exercise such a power the company shall have power, and shall be deemed always to have had power, to re-issue the debentures either by re-issuing

the same debentures or by issuing other debentures in their place, and upon such a re-issue the person entitled to the debentures shall have, and shall be deemed always to have had, the same rights and priorities as if the debentures had not previously been issued. A.D. 1907.

(2) Where with the object of keeping debentures alive for the purpose of re-issue they have either before or after the passing of this Act been transferred to a nominee of the company, a transfer from that nominee shall be deemed to be a re-issue for the purposes of this section.

(3) Where a company has either before or after the passing of this Act deposited any of its debentures to secure advances from time to time on current account or otherwise, the debentures shall not be deemed to have been redeemed by reason only of the account of the company having ceased to be in debit whilst the debentures remained so deposited.

(4) The re-issue of a debenture or the issue of another debenture in its place under this section, whether made before or after the passing of this Act, shall be treated as the issue of a new debenture for the purposes of stamp duty, but it shall not be so treated for the purposes of any provision limiting the amount or number of debentures to be issued: Provided that any person lending money on the security of a debenture re-issued under this section which appears to be duly stamped may give the debenture in evidence in any proceedings for enforcing his security without payment of the stamp duty or any penalty in respect thereof, unless he had notice or, but for his negligence, might have discovered that the debenture was not duly stamped, but in any such case the company shall be liable to pay the proper stamp duty and penalty.

(5) Nothing in this section shall prejudice—

(a) the operation of any judgment or order of a court of competent jurisdiction pronounced or made before the seventh day of March one thousand nine hundred and seven as between the parties to the proceedings in which the judgment was pronounced or the order made, and any appeal from any such judgment or order shall be decided as if this Act had not been passed; or

(b) any power to issue debentures in the place of any debentures paid off or otherwise satisfied or extinguished reserved to a company by its debentures or the securities for the same.

A.D. 1907.

Specific performance of contract to subscribe for debentures.

Inspection of register of mortgages.

Right of debenture holders to inspect the register of debenture holders and to have copies of trust deed.

[CH. 50.]

Companies Act, 1907.

[7 EDW. 7.]

16. A contract with a company to take up and pay for any debentures of the company may be enforced by an order for specific performance.

17. The register of mortgages required by section forty-three of the Companies Act, 1862, shall be open to inspection by any person other than a creditor or member of the company on payment of such fee, not exceeding one shilling for each inspection, as may be fixed by regulations of the company, and that section shall apply accordingly.

18.—(1) Every register of holders of debentures of a company shall, except when closed in accordance with the articles of the company during such period or periods (not exceeding in the whole thirty days in any year) as may be specified in the articles, be open to the inspection of the registered holder of any such debentures, and of any holder of shares in the company, but subject to such reasonable restrictions as the company may in general meeting impose, so that at least two hours in each day are appointed for inspection, and every such holder may require a copy of such register or any part thereof on payment of sixpence for every one hundred words required to be copied.

(2) A copy of any trust deed for securing any issue of debentures shall be forwarded to every holder of any such debentures at his request on payment in the case of a printed trust deed of the sum of one shilling or such less sum as may be prescribed by the company for such copy, or, where the trust deed has not been printed, on payment of sixpence for every one hundred words required to be copied.

(3) If inspection is refused, or a copy is refused or not forwarded, the company shall on conviction be liable to a fine not exceeding five pounds, and to a further fine not exceeding two pounds for every day during which the refusal continues, and every director, manager, secretary, or other officer of the company who knowingly authorises or permits such refusal shall incur the like liability.

AUDITORS; BALANCE SHEET; AND REPORTS.

Auditors.

19. The following section shall be substituted for section twenty-three of the Companies Act, 1900:—

“(1) Every auditor of the company shall have a right of access at all times to the books and accounts and vouchers of the company, and shall be entitled to require from the directors and

officers of the company such information and explanation as may be necessary for the performance of the duties of the auditors. A.D. 1907.

"(2) The auditors shall make a report to the shareholders on the accounts examined by them, and on every balance sheet laid before the company in general meeting during their tenure of office, and the report shall state—

"(a) whether or not they have obtained all the information and explanations they have required; and

"(b) whether, in their opinion, the balance sheet referred to in the report is properly drawn up so as to exhibit a true and correct view of the state of the company's affairs according to the best of their information and the explanations given to them, and as shown by the books of the company.

"(3) The balance sheet shall be signed on behalf of the board by two of the directors of the company or, if there is only one director, by that director, and the auditors' report shall be attached to the balance sheet, or there shall be inserted at the foot of the balance sheet a reference to the report, and the report shall be read before the company in general meeting, and shall be open to inspection by any shareholder, who shall be entitled to be furnished with a copy of the balance sheet and auditor's report at a charge not exceeding sixpence for every hundred words.

"(4) A person, other than a retiring auditor, shall not be capable of being appointed auditor at an annual general meeting unless notice of an intention to nominate that person to the office of auditor has been given by a shareholder to the company not less than fourteen days before the annual general meeting, and the company shall send a copy of any such notice to the retiring auditor, and shall give notice thereof to the shareholders, either by advertisement or in any other mode allowed by the articles, not less than seven days before the annual general meeting: Provided that if, after a notice of the intention to nominate an auditor has been so given, an annual general meeting is called for a date fourteen days or less after that notice has been given, the notice, though not given within the time required by this provision, shall be deemed to have been properly given for the purposes thereof, and the notice to be sent or given by the company may, instead of being sent or given within the time required by this provision, be sent or given at the same time as the notice of the general annual meeting.

A.D. 1907.

"(5) If any copy of a balance sheet which has not been signed as required by this section is issued, circulated, or published, or if any copy of a balance sheet is issued, circulated, or published without either having a copy of the auditor's report attached thereto or containing such reference to that report as is required by this section, the company, and every director, manager, secretary, or other officer of the company who is knowingly a party to the default, shall on conviction be liable to a fine not exceeding fifty pounds."

Application
to Scotland
of s. 26 of
25 & 26 Vict.
c. 89. and
s. 19 of
63 & 64 Vict.
c. 48.

20. In the case of companies registered in Scotland the summary mentioned in section twenty-six of the Companies Act, 1862, in addition to the particulars required to be specified by that section and by section nineteen of the Companies Act, 1900, shall also specify the total amount of debt due from the company in respect of all mortgages and charges, which, if the company had been registered in England, would be required, under this Act, to be filed for registration, or would have been required so to be filed if created after the commencement of this Act.

Filing of
annual state-
ment of
affairs by
limited com-
panies.

21. Every company required to forward to the registrar a summary under section twenty-six of the Companies Act, 1862, shall include in that summary a statement, made up to such date as may be specified in the statement, in the form of a balance sheet, audited by the company's auditors, and containing a summary of its capital, its liabilities, and its assets, giving such particulars as will disclose the general nature of such liabilities and assets, and how the values of the fixed assets have been arrived at, but the balance sheet need not include a statement of profit and loss: Provided that this section shall not apply to any private company.

Report by
directors
under
63 & 64 Vict.
c. 48. s. 12.

22.—(1) The report which the directors are required by section twelve of the Companies Act, 1900, to forward to every member of the company at least seven days before the date on which the statutory meeting of the company is held shall contain an abstract of the receipts of the company on account of its capital, whether from shares or debentures, and of the payments made thereout, up to a date within seven days of the date of the report, exhibiting under distinctive headings the receipts of the company from shares and debentures and other sources, the payments made thereout, and particulars concerning the balance remaining in hand, and an account or estimate of the preliminary expenses of the company.

(2) A private company shall not be required to forward or to file the report required under section twelve of the Companies Act, 1900. A.D. 1907.

23.—(1) Holders of preference shares and debentures of a company shall have the same right to receive and inspect the balance sheets of the company and the reports of the auditors and other reports as are possessed by the holders of ordinary shares in the company. Rights of preference shareholders, &c., as to receipt and inspection of reports, &c.

(2) This section shall not apply to a private company nor to a company registered before the commencement of this Act.

GENERAL MEETING, &c.

24.—(1) The following section shall be substituted for section forty-nine of the Companies Act, 1862:— Annual general meeting.

“A general meeting of every company shall be held once at least in every calendar year, and not more than fifteen months after the holding of the last preceding general meeting, and, if not so held, the company, and every director, manager, secretary, and other officer of the company who is knowingly a party to the default, shall on conviction be liable to a fine not exceeding fifty pounds.”

(2) When default has been made in holding a meeting of the company in accordance with the provisions of this section, the court may on the application of any member of the company call or direct the calling of a general meeting of the company.

(3) Any company which is a member of another company may, by minute of the directors, authorise any of its officials or any other person to act as its representative at any meeting of the latter company, and such representative shall be entitled to exercise the same functions on behalf of the company which he represents as if he had been an individual shareholder.

25. A poll may be demanded at a meeting of a company at which a special resolution is submitted to be passed or confirmed under section fifty-one of the Companies Act, 1862, if demanded by three persons for the time being entitled according to the articles of the company to vote, unless the articles of the company require a demand by such number of such persons, not in any case exceeding five, as may be specified in the articles. Poll.

A.D. 1907.

Amendment
of law as to
voluntary
winding up.
25 & 26 Vict.
c. 89.

Rights of
creditors in
a voluntary
winding up.

WINDING UP.

26. The liquidator of a company being wound up voluntarily shall, within twenty-one days after his appointment, file with the registrar a notice of his appointment in the prescribed form, and if any liquidator contravenes this provision he shall on conviction be liable to a fine not exceeding five pounds for every day during which the contravention continues.

27.—(1) Every liquidator appointed by a company in a voluntary winding-up shall, within seven days from his appointment, send notice by post to all persons who appear to him to be creditors of the company that a meeting of the creditors of the company will be held on a date, not being less than fourteen days nor more than twenty-one days after his appointment, and at a place and hour to be specified in the notice, and shall also advertise notice of the meeting once in the Gazette and once at least in two local newspapers circulating in the district where the registered office or principal place of business of the company was situate.

(2) At the meeting to be held in pursuance of the foregoing provisions of this section the creditors shall determine whether an application shall be made to the court for the appointment of any person as liquidator in the place of or jointly with the liquidator appointed by the company, or for the appointment of a committee of inspection, and, if the creditors so resolve, an application may be made accordingly to the court at any time, not later than fourteen days after the date of the meeting, by any creditor appointed for the purpose at the meeting.

(3) On any such application the court may make an order either for the removal of the liquidator appointed by the company and for the appointment of some other person as liquidator or for the appointment of some other person to act as liquidator jointly with the liquidator appointed by the company, or for the appointment of a committee of inspection either together with or without any such appointment of a liquidator, or such other order as, having regard to the interests of the creditors and contributories of the company, may seem just, and no appeal shall lie from an order of the court upon such application.

(4) The court shall make such order as to the costs of such application as it may think fit, and, if the court should be of opinion that, having regard to the interests of the creditors in the liquidation, there were reasonable grounds for the applica-

tion, the court may order the costs of such application to be paid out of the assets of the company notwithstanding that such application is dismissed or otherwise disposed of adversely to the applicant.

A.D. 1907.

(5) The expression "Gazette" in this section means in the case of a company registered in England the London Gazette, in the case of a company registered in Scotland the Edinburgh Gazette, and in the case of a company registered in Ireland the Dublin Gazette.

28. In determining whether a company is unable to pay its debts within the meaning of section eighty of the Companies Act, 1862, the court shall take into account the contingent and prospective liabilities of the company, and any contingent or prospective creditor shall be a creditor entitled to present a petition for winding up the company under section eighty-two of that Act: Provided that the court shall not give a hearing to a petition for winding up the company by such a creditor until such security for costs has been given as the court thinks reasonable, and until a *prima facie* case for winding up has been established to the satisfaction of the court.

Reckoning of contingent liabilities on petition to wind up.

29. An order to wind up a company shall not be refused on the ground only that the assets of the company have been mortgaged to an amount equal to or in excess of those assets, or that the company has no assets.

Winding-up order where company has no assets.

30. In the Preferential Payments in Bankruptcy Act, 1888, and the Preferential Payments in Bankruptcy (Ireland) Act, 1889, the date on which the order to wind up was made shall, in the case of a company ordered to be wound up compulsorily, be substituted for the date of the commencement of the winding up of the company:

Amendment of 51 & 52 Vict. c. 62, and 52 & 53 Vict. c. 60.

Provided that this provision shall not apply where the order is made with respect to a company which before the date of the order had commenced to be wound up voluntarily.

31.—(1) Where a company has been wound up voluntarily and the return made by the liquidators to the registrar under section one hundred and forty-three of the Companies Act, 1862, has been registered in accordance with that section, the court may, on the application of the liquidators or of any other person who appears to the court to be interested, make an order deferring the date at which the dissolution of the company is to take effect for such time as to the court seems fit.

Dissolution of companies.

A.D. 1907.

(2) Where a company has been dissolved, the court may at any time within two years of the date of the dissolution, on an application being made for the purpose by the liquidators of the company or by any other person who appears to the court to be interested, make an order, upon such terms as the court thinks fit, declaring the dissolution to have been void, and thereupon such proceedings may be taken as might have been taken if the company had not been dissolved.

(3) It shall be the duty of the person on whose application any such order was made, within seven days after the making of the order, to file with the registrar an office copy of the order, and if such person fails to do so he shall be liable on conviction to a fine not exceeding five pounds for every day during which the default continues.

DIRECTORS.

Power of
court to
grant relief
in certain
cases.

32. If in any proceeding against a director of a company for negligence or breach of trust it appears to a court that the director is or may be liable in respect of the negligence or breach of trust, but has acted honestly and reasonably, and ought fairly to be excused for the negligence or breach of trust, the court may relieve him, either wholly or partly, from his liability on such terms as the court may think proper.

Contribu-
tions under
53 & 54 Vict.
c. 64.

33. A person liable to make any payment under the provisions of the Directors' Liability Act, 1890, shall not be entitled to recover contribution from another person under section five of that Act if the person liable to make the payment was, and such other person was not, guilty of fraudulent misrepresentation.

Qualification
of director.

34. The following provision shall be substituted for subsection (3) of section three of the Companies Act, 1900:—

“(3) If after the expiration of the said period or shorter time any unqualified person acts as a director of the company he shall be liable on conviction to a fine not exceeding five pounds for every day between the expiration of the said period or shorter time and the last day on which it is proved that he acted as a director.”

REQUIREMENTS AS TO COMPANIES ESTABLISHED OUTSIDE THE UNITED KINGDOM.

Require-
ments as to
companies
established

35.—(1) Every company incorporated outside the United Kingdom which at the commencement of this Act has a place of business in the United Kingdom, and every such company

which after the commencement of this Act establishes such a place of business within the United Kingdom, shall within three months from the commencement of this Act or within one month from the establishment of such place of business, as the case may be, file with the registrar—

A.D. 1907.
outside the
United
Kingdom.

- (a) a certified copy of the charter, statutes, or memorandum and articles of association, of the company, or other instrument constituting or defining the constitution of the company, and, if the instrument is not written in the English language, a certified translation thereof;
- (b) a list of the directors of the company;
- (c) the names and addresses of some one or more persons resident in the United Kingdom authorised to accept on behalf of the company service of process and any notices required to be served on the company;

and, in the event of any alteration being made in any such instrument or in the directors or in the names or addresses of any such persons as aforesaid, the company shall file with the registrar a notice of the alteration within such time as may be prescribed.

(2) Any process or notice required to be served on the company shall be sufficiently served if addressed to any person whose name has been so filed as aforesaid and left at or sent by post to the address which has been so filed.

(3) Every company to which this section applies shall in every year file with the registrar such a statement of its affairs as would, if it were a company incorporated in the United Kingdom and having a capital divided into shares, be required under this Act to be included in the annual summary.

(4) Every company to which this section applies, and which uses the word "Limited" as part of its name shall—

- (a) in every prospectus inviting subscriptions for its shares or debentures in the United Kingdom state the country in which the company is incorporated; and
- (b) conspicuously exhibit on every place where it carries on business in the United Kingdom the name of the company and the country in which the company is incorporated; and

A.D. 1907.

(c) have the name of the company and of the country in which the company is incorporated mentioned in legible characters in all bill-heads and letter paper, and in all notices, advertisements, and other official publications of the company.

(5) If any company to which this section applies fails to comply with any of the requirements of this section the company, and every officer or agent of the company, shall on conviction be liable to a fine not exceeding fifty pounds, or, in the case of a continuing offence, five pounds for every day during which the failure continues.

(6) For the purposes of this section the expression "certified" means certified in the prescribed manner to be a true copy or a correct translation, and a share transfer or share registration office shall be deemed to be a place of business within the meaning of this section.

(7) There shall be paid to the registrar for registering any document required by this section to be filed with him a fee of five shillings or such smaller fee as may be prescribed.

MISCELLANEOUS.

Validity of
debentures
to bearer in
Scotland.

36. Notwithstanding anything contained in the statute of the Scots Parliament of 1696, chapter twenty-five, debentures to bearer issued in Scotland are declared to be valid and binding according to their terms.

Definition of
private
company.

37.—(1) For the purposes of this Act the expression "private company" means a company which by its articles—

- (a) restricts the right to transfer its shares; and
- (b) limits the number of its members (exclusive of persons who are in the employment of the company) to fifty; and
- (c) prohibits any invitation to the public to subscribe for any shares or debentures of the company.

(2) A private company may, subject to anything contained in the memorandum or articles of association of the company, by passing a special resolution and by filing with the registrar such a statement in lieu of prospectus as the company, if a public company, would under the provisions of this Act have had to file before allotting any of its shares or debentures, together with such a statutory declaration as the company, if a public

company, would under the provisions of section six of the Companies Act, 1900, have had to file before commencing business, turn itself into a public company.

A.D. 1907.

(3) Where two or more persons hold one or more shares in a company jointly, they shall, for the purposes of this section, be treated as a single member.

(4) Wherever in the Companies Acts a minimum of seven members is required only two members shall be required in the case of a private company.

38. The Joint Stock Companies Arrangement Act, 1870, shall apply to a company which is not in the course of being wound up, in like manner as it applies to a company which is in the course of being wound up, as if in that Act references to the court having jurisdiction to wind up the company were substituted for references to the court, and references to the liquidator were omitted therefrom, and references to the company were substituted for references to contributories of the company.

Application of 33 & 34 Vict. c. 104. to companies not being wound up.

39.—(1) A company may by special resolution confirmed by an order of the court modify the conditions contained in its memorandum of association so as to re-organise its capital, whether by the consolidation of shares of different classes, or by the division of its shares into shares of different classes: Provided always that no preference or special privilege attached to or belonging to any class of shares shall be interfered with except by a resolution passed by a majority of shareholders of that class representing three-fourths of the capital of that class and confirmed in the same manner as a special resolution of the company is required to be confirmed, and every resolution so passed shall bind all shareholders of such class.

Re-organisation of capital.

(2) Where an order is made under this section an office copy thereof shall be filed with the registrar within seven days after the making of the order, and the resolution shall not take effect until such a copy has been so filed.

40. Section forty-four of the Companies Act, 1862, shall not apply to any life assurance company nor any other assurance company to which the provisions of the Life Assurance Companies Acts, 1870 to 1872, as to the annual statements to be made by such companies apply, with or without modification, if the company complies with those provisions.

Exemption of life assurance companies from 25 & 26 Vict. c. 89. s. 44. 33 & 34 Vict. c. 61.

A.D. 1907.

Filing of
accounts of
receivers and
managers.

41. Every receiver or manager of the property of a company who has been appointed under the powers contained in any instrument, and who has taken possession, shall, on ceasing to act as such, and also once in every half year while he remains in possession, file with the registrar an abstract in the prescribed form of his receipts and payments during the period to which the abstract relates, and shall also on ceasing to act as such receiver or manager file with the registrar notice to that effect, which notice shall be entered by the registrar on the register of mortgages and charges, and every such receiver or manager who makes default in complying with the provisions of this section within the prescribed time shall be liable to a fine not exceeding fifty pounds.

Revocation
of licences
under
30 & 31 Vict.
c. 131. s. 23.

42. A licence granted by the Board of Trade under section twenty-three of the Companies Act, 1867 (which relates to associations formed for purposes not of gain), may at any time be revoked by the Board of Trade, and upon revocation the registrar shall enter the word "Limited" at the end of the name of the company upon the register, and the company shall cease to enjoy the exemptions and privileges granted by that section. Before any such licence is revoked under this section the Board of Trade shall give notice in writing of their intention to the company, and shall afford the company an opportunity of being heard in opposition to such revocation.

Interpreta-
tion of
46 & 47 Vict.
c. 30.

43. For removing doubts it is hereby declared that the Commonwealth of Australia is a colony within the meaning of the Companies (Colonial Registers) Act, 1883.

Construction
of s. 56 of
25 & 26 Vict.
c. 89.

44. Section fifty - six, subsection (2), of the Companies Act, 1862, shall be read and construed as if the words therein "one-fifth part" had been "one-tenth part."

Extraordi-
nary resolu-
tions.

45. An extraordinary resolution for the purposes of the Companies Act, 1862, and this Act, means a resolution which is passed in such manner as would, if it had been confirmed by a subsequent meeting, have constituted a special resolution, and section fifty-three of the Companies Act, 1862, shall apply in the case of an extraordinary resolution in like manner as that section applies in the case of a special resolution, with the substitution of a reference to the date of the passing of the extraordinary resolution for the reference to the date of the confirmation of the special resolution.

[7 Edw. 7.]

Companies Act, 1907.

[Ch. 50.]

46. Any writing or licence which under the Companies Acts, 1862 to 1900, is required to be under the hand of one of the principal secretaries or assistant secretaries of the Board of Trade may be under the hand of any person authorised in that behalf by the President of the Board of Trade.

A.D. 1907.
Signature of documents.

47. The Board of Trade shall cause a general annual report of matters within the Companies Acts, 1862 to 1900, and this Act to be prepared and laid before both Houses of Parliament.

Annual report by Board of Trade.

48. If any person or persons trade or carry on business under any name or title of which "Limited" is the last word, such person or persons shall, unless duly incorporated with limited liability, be liable to a penalty not exceeding five pounds for every day upon which such name or title has been used.

Penalty for improper use of word "Limited."

49. All offences under the Companies Acts made punishable by any penalty may be prosecuted under the Summary Jurisdiction Acts.

Prosecution of offences under Companies Acts.

50. The amendments specified in the Third Schedule to this Act, which relate to minor details, shall be made in the Companies Acts.

Miscellaneous amendments of Companies Acts.

51. The enactments mentioned in the Fourth Schedule to this Act are hereby repealed to the extent specified in the third column of that schedule.

Repeal.

52.—(1) This Act may be cited as the Companies Act, 1907, and the Companies Acts, 1862 to 1900, and this Act may be cited together as the Companies Acts, 1862 to 1907, and are in this Act referred to as the Companies Acts, and this Act shall for all purposes (including its application to Scotland) have effect as part of the Companies Act, 1900.

Short title, construction, and commencement.

(2) In this Act the expression "the court" when used in relation to a company shall, unless the context otherwise requires, mean the court having jurisdiction under the Companies Acts, 1862 to 1900, to wind up the company.

(3) The provisions of this Act relating to perpetual debentures and the power of a company to re-issue redeemed debentures in certain cases, shall come into operation on the passing of this Act, and the other provisions of this Act shall come into operation on the first day of July one thousand nine hundred and eight.

A.D. 1907.

(a) For definition of vendor, see Section 10 (2) of the Companies Act, 1900, as amended by this Act.
(b) See Section 10 (3) of the Companies Act, 1900.

Names and addresses of (a) vendors of property purchased or acquired, or proposed to be (b) purchased or acquired by the company.

Amount (in cash, shares, or debentures) payable to each separate vendor.

Amount (if any) paid or payable (in cash or shares or debentures) for any such property, specifying amount (if any) paid or payable for goodwill.

Total purchase price £

Cash - - - £

Shares - - - £

Debentures - - - £

Goodwill - - - £

Amount (if any) paid or payable as commission for subscribing or agreeing to subscribe or procuring or agreeing to procure subscriptions for any shares or debentures in the company, or

Rate of such commission - - -

Amount paid.

" payable.

Rate per cent.

Estimated amount of preliminary expenses -

£

Amount paid or intended to be paid to any promoter.

Consideration for such payment.

Name of promoter.

Amount £

Consideration :-

Dates of, and parties to, every material contract (other than contracts entered into in the ordinary course of the business intended to be carried on by the company or entered into more than two years before the filing of this statement).

Time and place at which such contracts or copies thereof may be inspected.

Names and addresses of the auditors of the company (if any).

A.D. 1907. Full particulars of the nature and extent of the interest of every director in the promotion of or in the property proposed to be acquired by the company, or, where the interest of such a director consists in being a partner in a firm, the nature and extent of the interest of the firm, with a statement of all sums paid or agreed to be paid to him or to the firm in cash or shares, or otherwise, by any person either to induce him to become, or to qualify him as, a director, or otherwise for services rendered by him or by the firm in connection with the promotion or formation of the company.

Whether the articles contain any provisions precluding holders of shares or debentures receiving and inspecting balance sheets or reports of the auditors or other reports.

Nature of the provisions.

We A.B., &c.
company, and C.B.,

secretary of the

(A Director [or Solicitor])

of the company hereby solemnly and sincerely declare that the statements above contained are true to the best of our knowledge, information, and belief, and we make this solemn declaration conscientiously believing the same to be true, and by virtue of the provisions of the Statutory Declarations Act, 1835.

Section 1.

SECOND SCHEDULE.

MODIFICATIONS OF SECTIONS 2, 6, AND 11.

References to a verified statement in lieu of prospectus and the filing thereof shall be substituted for references to a prospectus and the publication of a prospectus.

In section six the reference to shares offered for public subscription shall be construed as a reference to shares payable in cash.

There shall be added to subsection (1) of section six the following paragraph:—

"(d) There has been filed with the registrar a statement in lieu of prospectus."

The registrar shall not give such a certificate as is mentioned in subsection (2) of section six unless a statement in lieu of prospectus has been filed with him.

THIRD SCHEDULE.

A.D. 1907

Section 50

MISCELLANEOUS AMENDMENTS OF COMPANIES ACTS.

Enactment to be amended.	Nature of Amendment.
Companies Act, 1862 (25 & 26 Vict. c. 89), s. 28.	After the word "stock" there shall be inserted the words "or re-converted stock into shares." After the word "conversion" there shall be inserted the words "or re-conversion." After the word "converted" there shall be inserted the words "or the stock re-converted."
s. 32 - -	After the words "herein-before mentioned" there shall be inserted the words "or any part thereof." After the word "sixpence" there shall be inserted the words "or such less sum as the company may prescribe." After the words "hundred words" there shall be inserted the words "or fractional part thereof."
s. 143 - -	At the beginning there shall be inserted the words "Within "one week after such meeting." After the words "the same was held" there shall be inserted the words "The registrar on receiving such return shall "forthwith register it."
Companies Act, 1867 (30 & 31 Vict. c. 131), s. 16.	After the word "paid" there shall be inserted the words "or (as the case may be) the reduced amount, if any, "which is to be deemed to have been paid."
Companies Act, 1879 (42 & 43 Vict. c. 76), s. 5.	For the words "in cases where no such increase of nominal "capital may be resolved upon" there shall be substituted the words "either in conjunction with or without any "such increase of nominal capital."
s. 7 - -	The whole section except the proviso to subsection (5) to be repealed.

A.D. 1907.

Section 51.

FOURTH SCHEDULE.

ENACTMENTS REPEALED.

Session and Chapter.	Short Title.	Extent of Repeal.
25 & 26 Vict. c. 89.	The Companies Act, 1862.	Section forty-nine. In section fifty-one, the words "by at least five members." Section sixty-five. Section one hundred and twenty-nine, from "For the purposes of this Act" to the end of the section.
53 & 54 Vict. c. 63.	The Companies (Wind- ing-up) Act, 1890.	Subsection (2) of section twenty-nine.
63 & 64 Vict. c. 48.	The Companies Act, 1900.	In subsection (3) of section two, the words "or to a company which does not issue any invitation to the public to subscribe for its shares." In section three, subsection (3). In section six, subsection (4) and subsection (7) except so far as relates to companies registered before the commencement of this Act. In section ten, subsection (1) and proviso (b) to subsection (4). In subsection (2) of section twelve, paragraph (c). Section fourteen. Section twenty-three.

Printed by EYRE and SPOTTISWOODE, Ltd.,
FOR

ROWLAND BAILEY, Esq., M.V.O., the King's Printer of Acts of Parliament.

And to be purchased, either directly or through any Bookseller, from
WYMAN AND SONS, LTD., FETTER LANE, E.C. 4; or
OLIVER AND BOYD, TWEEDDALE COURT, EDINBURGH; or
E. PONSONBY, 116, GRAFTON STREET, DUBLIN.

Edw. 7.]

by at least

nine, from
to the end

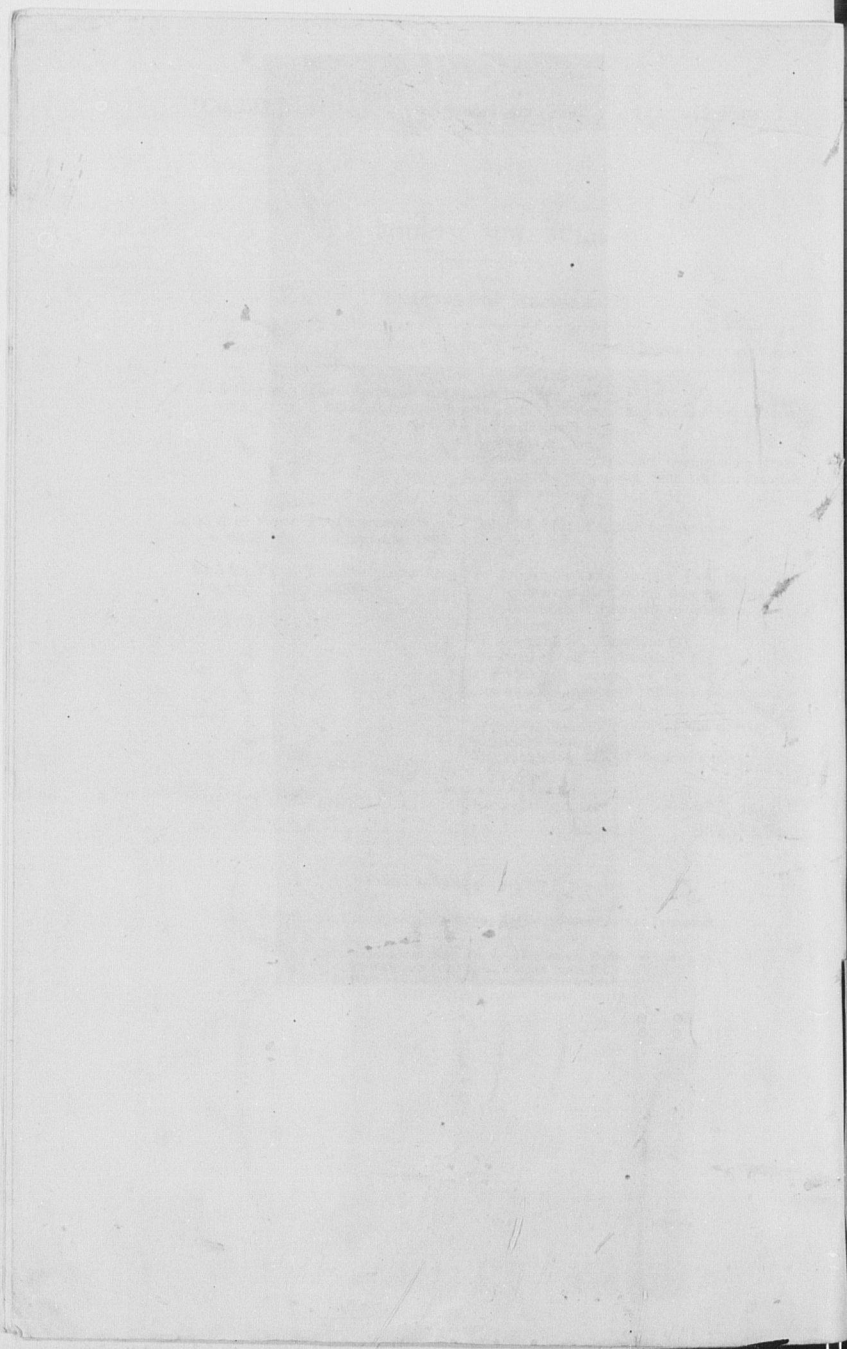
ne.

the words
t issue any
cribe for its

and sub-
relates to
commence-

proviso (b)

elve, para-



AMERICAN CONSULATE,
NEWCASTLE-ON-TYNE, ENGLAND.

With despatch of
June 10th, 1908, No. 246.

not for publication

LIMITED LIABILITY REVISED.

In less than a month the new law as to limited liability companies will come into force. In many respects the new law will be more stringent than the old, but it will still depend on how far those who are interested in companies see to the carrying out of that law. The extension of the system of limited liability was very rapid, and is still so, but it must be remembered that there are now included in the companies that are formed many that were previously in existence as either private or public concerns under the limited Acts, and which are later consolidated, swelling the totals in some degree nominally. It is certain that, alike in 'one man' companies, and in some of the larger concerns, there are companies registered that cannot be said to be sound, and that merit the condemnation at times given to their class in the official reports of the winding-up of companies. Of course, this is no more than is to be found in other forms of business enterprise; but in the companies there are privileges which may be used to hide the defects in administration, and the losses that may have been incurred, until it is too late to remedy them. Some of the faults in the system of company working are undoubtedly meant to be removed by the new law to which we have referred. There will be, for instance, a limitation of the number of shareholders in a 'private company'; and there will be in other limited companies the enforcement of returns that will be at least more than the brief and bald statements which are all that can be claimed under the law at present in operation. There are other alterations that are important, and which, when fairly carried out, will at least put upon those who should be responsible, more of that responsibility for the statements that are made in the issue of prospectuses to the public, and of the accounts that are given to the shareholders. Much of the results from enactments will always depend on their working out; and the new law is no exception to this rule. It will give to those who are interested, and to those whose duty it is to supervise such concerns, a better and fuller knowledge of the condition of the companies as far as it is shown to the members; but it will still depend on the officials how far the intentions of the legislature are carried out. In the meantime, shareholders in limited companies would do well to familiarise themselves with the details of the changes that have been made in the law; so that they may ascertain how far they are, in the early future, put into practice.

From "Newcastle Daily Chronicle," June 4th, 1908,

DEP

7
O
better
sun
to

DEPARTMENT OF STATE,
CONSULAR BUREAU.

I think this
better than
sending it -
to Managua.

C_

No



Tr

S

No. 65



AMERICAN CONSULATE,

Cape Gracias a Dios Nicaragua June 9, 1908.

SUBJECT: Transmitting a communication from
Mr. Henry Blakesly.

THE HONORABLE

ASSISTANT SECRETARY OF STATE,

WASHINGTON, D. C.

SIR:

I have the honor to transmit herewith
a communication received from Mr. Henry
Blakesly in which he very clearly states one of
many incidents which occur to annoy merchants
doing business at this port.

He with others who have suffered from
the same and like actions, feel that could the
matter be brought properly to the attention of
the authorities at Managua it might be remedied.

A copy of Mr. Blakesly's communication
will be forwarded to the Legation at San José.

I have the honor to be, Sir,

Your obedient servant,

Edwin H. Trimmer,

1 Enclosure:

Consul.

INDEX BUREAU

Q 2 14247 15
3 14247 15

DEPT. OF STATE

Excessive duty charged by Nicaraguan
authorities on niles imported by The
Cape Gracias Trading Company of Nic-
ragua.

Am. Consulate (Trinidad)

Cape Gracias a Dios, Nic., #65.

June 1, 1908.

Transmits letter from Henry
Blakesly, representative of the
Cape Gracias Trading Company, dated
Cape Gracias a Dios, Nicaragua,
May 30, 1908, in which complaint is
made against the action of the
Nicaraguan customs authorities in
imposing an excessive duty on cer-
tain wire niles imported by Mr.
Blakesly's firm.

Requests that this matter be
brought to the attention of the
appropriate authorities.

(Rec'd June 22, 1908)

1 Encl.

Cape Gracias
IMPORTED
AND
EXPORTED
GENERAL MERCHANDISE
HIDES RUBBER
GOLD DUST
OFFICE AND
CAPE GRACIAS
PUERTO CABO GRACIAS
NICARAGUA
CENTRAL AMERICA

CONSULAR
JUN
28
1908
BUREAU

RECEIVED
JUN 25 1908
DEPARTMENT OF STATE

FILE
C.L.C.

*Answered
June 24/08.*

The Honorable
Sir,
As the
of The New
La, U.S.A.-
which my
official
In October
nails the
the maximum
by the Chi
and the go
cost and i
two years
the chief
against us
nails, on
on which t
liquidated
-standing
is clearly

The Cape Gracias Trading Co.
IMPORTERS
--AND--
EXPORTERS
OF
GENERAL MERCHANDISE
HIDES RUBBER AND
GOLD DUST

OFFICE AND STORES
CAPE GRACIAS AND
PUERTO CABO GRACIAS A DIOS
NICARAGUA
CENTRAL AMERICA

CORRESPONDENCE SOLICITED
WITH THOSE INTERESTED IN BALATA,
TUNO GUM AND OTHER SUBSTITUTES FOR
INDIA RUBBER

Cape Gracias Nicaragua May 30th 1908

The Honorable E.W. Trimmer.

United States Consul, to Cape Gracias, Nic.

Sir,

As the representative of the Cape Gracias Trading Co. - a branch of The New Orleans & Central American Trading Co, of New Orleans, La, U.S.A. - I most respectfully call your attention to an abuse to which my company has been subjected by the caprice of an inferior official of the Nicaraguan Government.

In October 1906 our firm introduced at this port 7 kegs of wire nails the import duty on which was liquidated in policy #55. at the maximum rate of 30 cents per Kilo; the policy was cancelled by the Chief of Customs of this port, in conformity with the law, and the goods were calculated, and sold at prices based on the cost and import duty. In March of the present year, - nearly two years after the goods were introduced, and presumably sold - the chief of the tribunal of accounts in Managua made a claim against us for an extra 25 cents per kilo on the above mentioned nails, on the ground that the sizes were not stated on the policy on which they were liquidated, and that he "supposes they were liquidated at the minimum rate of 5 cents per kilo" notwithstanding the fact that he has a copy of the policy on which it is clearly shown that the maximum rate that can legally be coll-

Gracian
LIMITED
IMPORTS
AND
EXPORTS
OF
GENERAL MERCHANDISE
HIDES RUBBER
GOLD DUST
OFFICE AND
CAPE GRACIA
PUERTO CABO GRACIA
NICARAGUA
CENTRAL AMERICA

INDEX BUREAU

82 JUN 14 1908

DEPT. OF STATE

Excessive duty charged by the authorities on hides imported Cape Gracias Trading Company Panama.

Am. Consulate (Panama)

Cape Gracias a Mos, Nic.

June 1, 1908.

Transmits letter from Henry Blakesly, representative of Cape Gracias Trading Company, Cape Gracias a Mos, Nicaragua May 30, 1908, in which complaint is made against the action of the Nicaraguan customs authorities in imposing an excessive duty on hides imported by Blakesly's firm. Requests that this matter be brought to the attention of the appropriate authorities. (Rec'd June 22, 1908)

1 Encl.

(2)
ected on mail
understand the
possible- I di
Credit, explain
a certified co
the Chief of
been paid to
with the foll
Translation o
ART° 2. In re
policy the num
number of an
imposed on th
be vague or a
ART° 4. No fi
when the merc
with the arti
You will see
according to
mercy of the

The Honorable H. W. Trimmer,
United States Consul, to Cape Gracias, Nic.
As the representative of the Cape Gracias Trading Co. - a branch
of the New Orleans & Central American Trading Co., of New Orleans,
La., U.S.A. - I most respectfully call your attention to an advice
which my company has been subjected by the action of an inferior
official of the Nicaraguan Government.
In October 1907 our firm introduced at this port 7 kegs of hides
which the import duty on which was liquidated in policy 155.42
the maximum rate of 50 cents per kilo; the policy was cancelled
by the Chief of Customs of this port in conformity with the law
and the goods were warehoused and sold at prices based on the
cost and import duty. In March of the present year, nearly
two years after the goods were introduced, and presumably sold,
the Chief of the National of accounts in Managua made a claim
against me for an extra 25 cents per kilo on the above mentioned
hides, on the ground that the rates were not stated on the policy
in which they were liquidated, and that happened they were
liquidated at the maximum rate of 2 cents per kilo, not 50 cents
per kilo as the law provides. The fact that he has a copy of the policy on which it
is liquidated shows that the maximum rate that can legally be levied

Cape Gracias Trading Co.
LIMITED
IMPORTERS
--AND--
EXPORTERS
OF--
GENERAL MERCHANDISE
HIDES RUBBER AND
GOLD DUST

OFFICE AND STORES
CAPE GRACIAS AND
PUERTO CABO GRACIAS A DIOS
NICARAGUA
CENTRAL AMERICA

CORRESPONDENCE SOLICITED
WITH THOSE INTERESTED IN BALATA,
TUNO GUM AND OTHER SUBSTITUTES FOR
INDIA RUBBER

190

(2)

ected on nails, had been paid. Thinking that this official did not understand the matter clearly, and wishing to adjust it amicably if possible- I directed a letter to the Minister of Hacienda and Public Credit, explaining our difficulty fully, and at the same time enclosing a certified copy of the policy in question, and a document signed by the Chief of customs that the import duty on the said policy had been paid to his entire satisfaction; This Gentlemen has supplies us with the following laws bearing on the case in hand,-

Translation of Decree of December 1904.

ART° 2. In registering merchandise, if the merchant enters on his policy the number that corresponds with the customs tariff, or the number of an article that pays a higher import duty, no fine can be imposed on the importer, even though the description of the merchandise be vague or ambiguous.

Law of December 21 st 1904.

ART° 4. No fine can be imposed for vague description of merchandise, when the merchant enters on his policy the number that corresponds with the article .

You will see by the above, that we are entirely within our rights according to the laws of the country, but unfortunately, we are at the mercy of the local authorities who, acting on instructions from the

...on the 29th of October, 1934, the following was received from the Chief of Customs, San Francisco, California:

San Francisco, California, October 29, 1934.

Sir:

I have the honor to acknowledge the receipt of your letter of the 24th of October, 1934, and in reply to inform you that the same has been forwarded to the proper authorities for their consideration.

I am, Sir, very respectfully,
 Yours very truly,
 [Signature]

Chief of Customs, San Francisco, California.

The Cape Gracia
 LIMITED
 IMPORTERS AND EXPORTERS
 OF
 GENERAL MERCHANDISE
 HIDES RUBBER
 GOLD DUST
 OFFICE AND
 CAPE GRACIA
 PUERTO CABO GRACIA
 NICARAGUA
 CENTRAL AMERICA

(3)

chief of as
 on the 29th
 than doubl
 accounts.
 The amount
 attention
 submit to
 limit to
 I have of
 responsib
 from the
 it takes
 extreme m
 all possi
 I repres
 American,
 good off
 attention
 this cas
 Tha

Cape Gracias Trading Co.
 LIMITED
 IMPORTERS
 --AND--
 EXPORTERS
 -OF-
 GENERAL MERCHANDISE
 HIDES RUBBER AND
 GOLD DUST

OFFICE AND STORES
 CAPE GRACIAS AND
 PUERTO CABO GRACIAS A DIOS
 NICARAGUA
 CENTRAL AMERICA

CORRESPONDENCE SOLICITED
 WITH THOSE INTERESTED IN BALATA,
 TUNO GUM AND OTHER SUBSTITUTES FOR
 INDIA RUBBER

190

(3)

chief of accounts, forcibly took possession of our place of business on the 29th inst, and extracted merchandise to the value of more than double the amount of the pretended claim of the tribunal of accounts.

The amount involved may appear to you small, but I would call your attention to the fact that if a foreign merchant were to calmly submit to an imposition of this character once, there would be no limit to the exactions of these petty officials.

I have offered to deposit the amount of the claim with some responsible commercial house, until an answer could be recieved from the Interior, but owing to our isolated position, and the time it takes to communicate with Managua, my offer was refused, and the extreme measures were taken. Now, feeling that I have exhausted all possible means to ~~secure~~ the justice that is due to the interests I represent; and as the capital invested in this business is solely American, I respectfully appeal to you to assist us through the good offices of your Government, to have the matter brought to the attention of the Nicaraguan Government in Managua, whose decision in this case, will, I am sure be entirely just and satisfactory.

Thanking you for anticipated attention,

I am Sir, Yours Respectfully

Manuel P. Pineda

DEPARTMENT OF STATE,

WASHINGTON.

Serial No. 34.

June 24, 1908.

Edwin W. Trimmer, Esquire,

American Consul,

Cape Gracias a Dios, Nicaragua.

Sir:

I have to acknowledge the receipt of your number 65 of the 1st instant relative to the collection of a claim of the customs officials at Cape Gracias a Dios against the Cape Gracias a Dios Trading Company for extra duties levied on a consignment of wire nails nearly two years after the goods were imported.

Your action in submitting the matter to the Legation at San Jose was proper, and you are instructed to advise the Department of the outcome of the case.

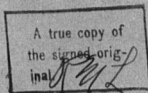
I am, Sir,

Your obedient servant,

(For the Secretary of State)

W. J. CARR.

Chief Clerk.



[The page contains several paragraphs of text that are extremely faint and illegible due to the quality of the scan. The text appears to be a formal document or letter, possibly containing a list or a series of points. The layout includes a header section at the top, followed by several paragraphs of text, and a signature block at the bottom. The text is mirrored across the page, suggesting a bleed-through from the reverse side.]



No. 70.



AMERICAN CONSULATE,

Cape Gracias á Dios Nicaragua June 15, 1908.

SUBJECT: Communication received from Mr. Sylvan Haas regarding the seizure of his goods by the Customs officials at this port.

THE HONORABLE

ASSISTANT SECRETARY OF STATE,

WASHINGTON, D. C.

SIR:

I have the honor to transmit herewith a communication received from Mr. Sylvan Haas, an American merchant doing business at this port; in regard to the same matter referred to by Mr. Henry Blakesly in his letter forwarded to the Department with my No. 65 of June 1.

The intervention on my part mentioned by Mr. Haas in his letter, was only to suggest to the collection of customs that it would seem unnecessary to embargo cargo valued at more than \$1000.00 United States currency to satisfy a claim amounting to only \$68.00 silver, especially as he, over his own signature had previously certified that the amount in question had been paid in full, and I also suggested that he should

should be quite sure he was proceeding in strict conformity with the laws of the Republic.

I am informed that the Collector of Customs finally decided to embargo 10 bags of rice valued at \$442 United States currency.

Mr. Haas has furnished this office with a certificate dated November 2nd, 1906, signed by the Chief of Customs, showing that the maximum duty 30 cents silver per kilo, equal at the then rate of exchange to more than 7 cents per pound United States currency, had been paid on the nails in question.

A copy of the enclosed letter is being forwarded to the American Minister at San Jose.

I have the honor to be, Sir,

Your obedient servant;

Edwin H. Trimmes,

Consul.

SYLV
General
Custom H
"(2)
of th
SYLV
General
Custom Ho
The
Sir;
most
good
matt
Mans
In M
in c
Coun
the
30 c
cust
the
In A
good
duty
acc
siz
they
your
for
for

INDEX BUREAU

1424
2-3

DEPT. OF STATE

Excessive duty charged on nails
imported into Nicaragua.
Mol. 2-3. Cape Gracias a Dios,
Nicaragua, June 15, 1908.

Am. Consulate (Orizaba) #790.

Refers to his #65 of June 1,
1908, with enclosure, and enclosed
letter of the 15th instant, from
Sylvan Hunt, complaining in regard
to the action of Nicaraguan customs
officials in connection with a
consignment of merchandise imported
by Mr. Hunt.
Me. (Rec'd June 27, 1908)

CONSULAR
JUN
30
1908
BUREAU

Answered
July 31, 1908

FILE
C.L.G.

SYLVAN HAAS,
General Merchandise
Custom House Brokerage.

Cape Gracias, Nicaragua,

"(2) Hon, E, W, T.

190

of the tribunal of accounts, and with this data in front of him,

SYLVAN HAAS,
General Merchandise
Custom House Brokerage.

Cape Gracias, Nicaragua,

June 15th 1908.

190

The Honourable E, W, Trimmer .

United States Consul To Cape Gracias Nicaragua.

Sir:-

As an American Merchant doing business in this place, I most respectfully appeal to you to assist me - through the good offices of our Government - to bring the following matter to the attention of the Nicaraguan Authorities in Managua.

In November 1906. I imported at Port 6 Kegs of wire Nails, and in conformity with the customs laws and regulations of the Country, I presented the policy asking for the liquidation of the nails at the maximum tariff rate for this article i.e. 30 cents per kilo; my policy was cancelled by the chief of customs, at the above mentioned rate, and a copy of the same, with the legal cancellation, was returned to me.

In April of the present year, -perhaps a year or more after my goods have been sold at prices based on the amount of import duty paid - I was informed that the chief of the tribunal of accounts had imposed a fine on the nails in question, because sizes had not been mentioned on the policy, and he "supposes" they only paid the minimum rate i.e. .05 cents per kilo; for your information, I wish to say that five copies of policies for imports are exacted from the importer, one of which is forwarded by the chief of the customs of the port to the chief

CONSULAR

"(2) Ho

of the

there w

case.

from th

of mern

stating

\$68.00

reconci

to cover

I have

or with

the Int

delayin

In my c

and as

or error

and it

going

petty

-fident

could

subjec

a gene

of har

polici

INDEX BUREAU

62 JUN 11 4 24 PM '08
DEPT. OF STATE

Excessive duty charged on
imported into Nicaragua.

Inc. 2-3. Case Gracías

Nicaragua, J

Am. Consulate (Orizaba)

Refers to his #65 of J

1908, with enclosure, and

letter of the 15th instant,

Sylvan Haas, a complaining

to the action of Nicaraguan

officials in connection with

consignment of merchandise

by Mr. Haas.

Me. (Rec'd June 27, 1908)

SYLVAN HAAS

General Merchandise
from House Brokers.

The Honorable E.W. Trimmer.

United States Consul to Cape Gracias a Dios, Nicaragua.

Sir:-

As an American Merchant doing business in this place, I most respectfully appeal to you to assist me - through the good offices of our Government - to bring the following matter to the attention of the Nicaraguan Authorities in Nicaragua.

In November 1906, I imported at Port 8 Kgs of wine Halls, and in conformity with the customs laws and regulations of the country, I presented the policy asking for the liquidation of the value at the maximum tariff rate for this article 18 cent 30 cents per kilo; my policy was cancelled by the chief of customs at the above mentioned rate, and a copy of the same with the legal cancellation, was returned to me.

In April of the present year, perhaps a year or more after my goods have been sold at prices based on the amount of import duty paid - I was informed that the chief of the tribunal of accounts had imposed a fine on the value in question, because value had not been mentioned on the policy, and he "supposes they only paid the minimum rate 16.05 cents per kilo; for your information, I wish to say that five copies of policies for imports are exacted from the importer, one of which is forwarded by the chief of the customs of the port to the chief

Cape Gracias a Dios, Nicaragua

June 15th 1908.

FILE
CLIC

100

"(2) Hon, E. W. T.

190

of the tribunal of accounts, and with this data in front of him, there would appear to be no necessity for him to "suppose" the case. As you know, the local authorities, acting on instructions from the chief of accounts, forcibly took possession of the cargo of merchandise which I imported from New Orleans on the 10th inst, stating that they would hold it all for the payment of the fine of \$68.00 silver; and it was not until you intervened that they reconsidered their action, and decided to seize only enough to cover the amount of the fine.

I have offered to deposit the amount of the claim with the treasurer, or with any responsible person until we could communicate with the Interior, but they refuse to consent to any arrangement for delaying the payment.

In my opinion, the laws and rules relating to the customs are just, and easy to comply with, and ample provisions are for any omissions or errors the importer may un-intentionally make in his policies; and it has been my observation that all the troubles of the merchants doing business here, - and they are many - are caused by incompetent petty official's bad interpretation of very good laws, and I am confident that if the attention of the supreme Government of Managua, could be called to the abuses to which the american merchants are subjected in this isolated part of the country, there would be a general dismissal of the incompetent officials, and a restoration of harmony. Two of the provisions for omission or error in the policies of the importer are as follows, - OVER

SYLVAN HAAS

General Merchandise

Custom House Brokerage

121 North 4th St.

of the refusal of accounts, and with this date in front of him,

there would appear to be no necessity for him to "suppose" the

case. As you know, the local authorities, acting on instructions

from the chief of accounts, forcibly took possession of the cargo

of merchandise which I imported from New Orleans on the 10th inst.,

stating that they would hold it all for the payment of the fine of

\$66.00 a day; and it was not until you intervened that they

reconsidered their action, and decided to release only enough

to cover the amount of the fine.

I have offered to deposit the amount of the claim with the treasurer,

or with any responsible person until we could communicate with

the Interior, but they refuse to consent to any arrangement for

delaying the payment.

In my opinion, the laws and rules relating to the customs are just,

and easy to comply with, and ample provisions are for any omission

or errors the importer may unintentionally make in his policies;

and it has been my observation that all the troubles of the merchants

doing business here, and they are many - are caused by incompetent

petty officials, a bad interpretation of very good laws, and I am con-

-fident that if the attention of the supreme Government of Maryland

could be called to the abuses to which the American merchants are

subjected in this isolated part of the country, there would be

a general abatement of the incompetent officials, and a restoration

of harmony. Two of the provisions for omission or error in the

policies of the importer are as follows:-

accounts had imposed a fine on the holder in question, because

also had not been mentioned on the policy, and he "supposes

they only paid the minimum rate i.e. 05 cents per kilo; for

your information, I wish to say that five copies of policies

for imports are sent from the importer, one of which is

forwarded by the chief of the customs of the port to the chief

SYLVAN

General

Custom Ho

3 Hon.

Art° 2

policy

articl

higher

though

Art° 4

when t

with t

In con

that a

of thi

exclus

Govern

to the

actu

the mo

-tinua

Thanki

SYLVAN HAAS,
General Merchandise
Custom House Brokerage.

Cape Gracias. Nicaragua.

496

3 Hon. E. W. T.

Laws of December 1904

Art° 2. In registering merchandise, if the merchant enters on his policy the number that corresponds with the customs tariff for the article to be registered, or the number of an article that pays a higher import duty, no fine can be imposed on the importer, even though the description of the merchandise be vague or ambiguous.

Art° 4. No fine can be imposed for vague description of merchandise, when the merchant enters on his policy the number that corresponds with the article.

In conclusion, I would respectfully call your attention to the fact that at least 90% of the capital invested in the mercantile business of this Port, is American; that the merchandise imported is almost exclusively American, and that in requesting you to have your Government call the attention of the supreme Government of Managua to the incompetent interpretation of the National laws, - I am only actuated by motives of self-protection, and the desire to avoid the more serious complications that are sure to arise by the continuance of the annoyances mentioned above,

Thanking you in advance to attention to my request,

I am Sir, Yours Respectfully

Sylvan Haas

SYLVAN HAAS

General Merchandise

Custom House Brokerage

John J. Quinn, Esq.

of the Bureau of Customs, and with this letter in front of him,

SYLVAN HAAS

General Merchandise

Custom House Brokerage

John J. Quinn, Esq.

5 Nov 1901

1st of December 1901

Art. 2. In registering merchandise, if the merchant enters on his policy the number that corresponds with the customs tariff for the article to be registered, or the number of an article that pays a higher import duty, no fine can be imposed on the importer, even though the description of the merchandise be vague or ambiguous.

Art. 4. No fine can be imposed for vague description of merchandise when the merchant enters on his policy the number that corresponds with the article.

In conclusion, I would respectfully call your attention to the fact that at least 50% of the capital invested in the mercantile business of this country is German; that the merchandise imported is almost exclusively American, and that in requesting you to have your Government call the attention of the supreme Government of Germany to the incompetent interpretation of the National laws, - I am only actuated by motives of self-protection, and the desire to avoid the more serious complications that are sure to arise by the continuance of the annoyances mentioned above.

Thanking you in advance for attention to my request,

I am Sir, Yours Respectfully

Sylvan Haas

DEPARTMENT OF STATE,
WASHINGTON.

Serial No. 35.

July 2, 1908.

Edwin W. Trimmer, Esquire,
American Consul,

Cape Gracias a Dios, Nicaragua.

Sir :

I have to acknowledge the receipt of your number 70 of the 15th ultimo enclosing a letter from Mr. Sylvan Haas relative to the collection of a claim of the customs officials at Capa Gracias a Dios for extra duties levied on a consignment of wire nails some time after the goods were imported.

In reply I have to state that your action in registering a copy of Mr. Haas's letter to the Legation at San Jose was proper.

I am, Sir,

Your obedient servant,

(For the Secretary of State)

W. J. CARR.

Chief Clerk.

A true copy of
the signed original
inal

STATE OF NEW YORK

IN SENATE

January 1, 1911

REPORT

OF THE

COMMISSIONER OF

THE LAND OFFICE

IN RESPONSE TO A RESOLUTION PASSED BY THE SENATE

AT ITS SESSION ON JANUARY 1, 1911

ALBANY: PUBLISHED BY THE STATE OF NEW YORK

1911

PRINTED BY THE STATE OF NEW YORK

AT THE STATE PRINTING OFFICE

ALBANY

1911

1911

1911

1911

1911

1911



No. 75



AMERICAN CONSULATE,

Cape Gracias á Dios, Nicaragua, December 15th , 1908 .

SUBJECT:

Receipt of despatch from Honorable William
Lawrence Merry in regards to claim of S. Haas.

THE HONORABLE

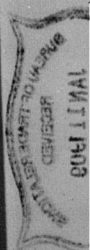
ASSISTANT SECRETARY OF STATE,

WASHINGTON, D. C.

SIR:

I have the honor to report, referring to the
Department's number 34 of June 24, 1908 (File No. 14207/-1)
the receipt of a despatch from Honorable William Lawrence
Merry, dated October 6th, enclosing a communication from the
Nicaraguan Minister of Foreign Relations dated September 23,
addressed to the Honorable John Gardner Coolidge in which
the Nicaraguan Minister states that certain duties collect-
ed from Mr. S. Haas on a consignment of nails referred to in
my No. 21 of June 15, had been ordered refunded, but in this
communication the Nicaraguan Minister makes no mention of
the claim of Mr. Henry Blakesly submitted to the Legation at

at



(2)

at
San José June 1, last.

This is probably an oversight, as the claims are identical, and should receive equal consideration, and as the Collector of Customs at this port informs Mr. Haas that to date he has received no instructions from Managua, it is possible that the Blakesly claim is still under advisement.

Minister Merry addressed his despatch dated October 6th, to me, via New Orleans. It arrived from San Juan del Norte, via schooner from Bluefields, December 3d, showing that mail transit in Central America is both uncertain and slow.

The attention of both Ministers Merry and Coolidge have been called to the Blakesly claim, and the Department will be advised of any further developments in the case.

I have the honor, to be, Sir,

Your obedient servant,

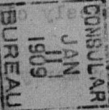
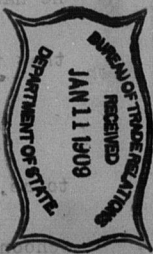
Edwin H. Trimmer,
American Consul.

INDEX BUREAU

JAN 11

14247

DEPT. OF STATE



Excessive duty charged on nails imported into Nicaragua by The Cape Crucias Trading Company, Nicaragua.

Encl. 4. Cape Crucias a Dios, Nicaragua, December 15, 1908.

Mr. Consulate (Trimmer) #75.
Refers to Dep't's #24 of June 24, 1908, and states that he is informed by the Legation that the excessive duty on wire nails collected from S. Haas has been ordered refunded but that no mention was made of the claim of Henry Blakesly, which was identical to that of Mr. Haas.
Re. (Rec'd Jan. 4, 1909)

ack by form
Jan 13. 1909
file
OK
FILE
G.L.C.

Erwin H. Zimmerman
American Consul



For correspondence on this case subsequent to this date,

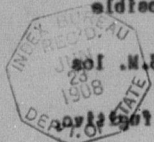
SEE 617.113 N



LEGACION DE ESPAÑA.
WASHINGTON.

CHIEF CLERK
JUN 22 1908
DEPT. OF STATE

19 de Junio de 1908.



al Gobierno de S.M. de que se halla refugiado en Nueva Orleans,
Estado de Luisiana, Vicente Prieto Diego, sentenciado por la
Audiencia Provincial de Bilbao en causa que se le siguió por

homicidio en la persona de Fernán Picana, ruego á V.E. tenga á
bien interogar á las autoridades competentes, en la busca del
mencionado individuo, y caso de ser hallado disponga su detención
preventiva con arreglo á lo estipulado en el artículo XI del
Tratado de Extradición vigente entre España y los Estados Unidos.

Con objeto de facilitar la acción
de la justicia remito á V.E. una fotografía del malhechor y sus
señas personales, rogándole que en caso de ser hallado tenga

R. F. y H.

Honorable Elihu Root,

Secretario de Estado de los Estados Unidos,

etc., etc., etc.

19 de Junio de 1908.

la amabilidad de comunicarme lo a la brevedad posible
a fin de por mi parte obtener del Gobierno de S.M. los
documentos necesarios para la extradición del fugitivo,

al tenor de lo dispuesto por el artículo XII del Tratado
ya mencionado.

el Gobierno de S.M. de que se halla relucido en Nueva Orleans,

Aprovecho esta oportunidad para reiterar
Estado de Luisiana, Vicepresidente de la
Audencia Provincial de El Paso en causa que se le sigue por
a el testimonio de mi más alta consideración.

contactado en la persona de Fernán Flix, luego a V.E. tenga a

bien interogar a las autoridades competentes, en la posesión del

menionado individuo, y caso de ser hallado disponga su detención

preventiva con arreglo a lo estipulado en el artículo XI del

Tratado de Extradición vigente entre España y los Estados Unidos.

Con objeto de facilitar la acción

de la Justicia remito a V.E. una fotografía del malhechor y sus

señas personales, rogándole que en caso de ser hallado tenga

Honorable Elipio Root,

Secretario de Estado de los Estados Unidos.

etc., etc., etc.

INDEX BUREAU

62 JUN 1908

14248

DEPT OF STATE

14248

-1

DEPARTMENT OF STATE
OFFICE OF THE SOLICITOR

June 25, 1908.

DIPLOMATIC BUREAU:

Acknowledge and say that, under the provisions of Article XI, of the treaty of extradition, between the United States and Spain, recently proclaimed, it is competent for your legation to ask for and obtain from the Department of State, a "mandate" or preliminary warrant. Upon presentation of this document to a judge or magistrate competent to act in extradition cases, and upon complaint made under oath before him, he is authorized to issue his warrant for the apprehension of the fugitive in order that the latter may be brought before him and examined.

Therefore, in furtherance of your request for the provisional detention of the above named, the Department has issued and encloses herewith its preliminary "mandate" or certificate, stating that such request has been made by the legation of Spain. It is now only necessary for a consular officer of Spain or some other person duly authorized

Extradition of Vicente Prieto Diego

to Spain.

Spanish Legation (Pinar) #

June 19, 1908.

Encloses a photograph of Vicente Prieto Diego, a fugitive from the justice of Spain, charged with the crime of murder, whose provisional arrest and detention is requested.

(Rec'd June 22, 1908)

1 Encl.

Translation

Legation of Spain

Washington, June 19, 1908.

Mr Secretary,

His Majesty's Government having grounds to suspect that Vicente Prieto Vigo, sentenced by the "Audiencia Provincial" of Bilbao in proceedings conducted against him for the killing of Fernin ^{has sought refuge at New Orleans, City of Louis, and} Picaza, beg Your Excellency kindly to move the proper authorities to have the said person looked for and, if found, provisionally detained in accordance with the stipulations of Article XI of the Extradition Treaty in force between Spain and the United States.

With a view to assisting the action of Justice, I transmit to your Excellency a photograph of the malefactor and his description and ask that, if he be found, you will be so good as to advise me as promptly as possible so that I may, on my part, obtain of His Majesty's Government the documents required for the extradition of the fugitive as provided by article XII of the above mentioned Treaty.

I avail myself of

R. Tina y Mitter.

INDEX BUREAU

14248
-1
DEPARTMENT OF STATE
OFFICE OF THE SECRETARY

INDEX BUREAU

Q 2

14248

DEPT OF STATE

Extradition of Vicente Prieto Diego

to Spain.

Spanish Legation (Pins) #1-

June 19, 1908.

Enclosed a photograph of Vicente Prieto Diego, a fugitive from the justice of Spain, charged with the crime of murder, whose provisional arrest and detention is requested.

1. (Rec'd June 22, 1908)

1 Encl.

OFFICE OF THE SOLICITOR

(2)

to represent the Spanish government in the premises, to appear before an extradition magistrate ~~pro forma~~ at New Orleans, where the fugitive is supposed to be located, and make complaint under oath, as provided in Section 5270, of the Revised Statutes of the United States, in order to obtain the provisional detention of the accused.

The Department returns herewith the photograph of the fugitive, in order that it may be presented to the police authorities of the city where the accused is supposed to be located. ✓

JBL

Translation

Legation of Spain

Washington, June 19, 1908.

Mr Secretary,

His Majesty's Government having grounds to suspect that Vicente Triste Diego, sentenced by the "Audiencia Provincial" of Bilbao in proceedings

in
1908
see

w

ed

x.1 of
the

the.

as you enclose a photograph of the malefactor and his description and ask that, if he be found, you will be so good as to advise me as promptly as possible so that I may, on my part, obtain of His Majesty's Government the document required for the extradition of the fugitive as provided by article XII of the above mentioned treaty.

I await myself

R. Tena y Urtola.

INDEX BUREAU

COMM

14248

DEFINITE STATE

Extradition of Vicente Prieto Diego

to Spain.

Spends in Legation (Primo) #

June 19, 1908.

Encloses a photograph of Vicente Prieto Diego, a fugitive from the justice of Spain, charged with the crime of murder, whose provisional arrest and detention is requested.

(Rec'd June 22, 1908)

1 Encl.

DIPLC MATIO
BUREAU

JUN 25 1908

ind qm 26

Please return
Solicitor

Translation

Legation of Spain

Washington, June 19, 1908.

Mr Secretary,

His Majesty's Government having grounds to suspect that Vicente Trido Diego, sentenced by the "Audiencia Provincial" of Bilbao in proceedings

in
and
see

~

ed

is of
the

the.

photograph of

the man.

and ask that,

if he be found, you will be so good as to advise me as promptly as possible so that I may, on my part, obtain of His Majesty's Government the document required for the extradition of the fugitive as provided by article XII of the above mentioned treaty.

I await myself

R. Fina y Mitter.

our tre

MEMORANDUM

For correspondence relating to Articles XI - XIII, of
our treaty of extradition with Spain, see Notes:

From Spanish Legation	July 7, 1882.
" " "	Aug. 7, 1882.

To Spanish Legation	June 22, 1882
" " "	June 30, 1882
" " "	July 29, 1882
" " "	Aug. 7, 1882
" " "	Aug. 18, 1882
" " "	March 19, 1883

See also Vol. 25, Op. Sol., P. 488

Serial No. 97.

June 26, 1908.

S i r :

I have the honor to acknowledge the receipt of your note of the 19th instant, in which you request the provisional arrest and detention of Vincente Prieto Diego, convicted of murder in Spain, who is supposed to have taken refuge at New Orleans, Louisiana.

I have the honor to say in reply that, under the provisions of Article XI of the treaty of extradition between the United States and Spain, recently proclaimed, it is competent for your Legation to ask for and obtain from the Department of State, a "mandate" or preliminary warrant. Upon presentation of this document to a judge or magistrate competent to act in extradition cases, and upon complaint made under oath before him, he is authorized to issue his warrant

for

Senor Don Ramon Pina y Millet,

Minister of Spain.

100

100

I have the honor to acknowledge the receipt of

Your note of the 13th instant, in which you

state the provisions of the act of Congress of March

18th 1878, entitled "An act to amend the act

approved March 3rd 1875, relating to the

land of the United States, and to

provide for the disposal of the same.

Section 1 of the act of March 18th 1878

relates to the disposal of the

land of the United States, and to

provide for the disposal of the same.

Section 1 of the act of March 18th 1878

relates to the disposal of the

land of the United States, and to

100

Very respectfully,
Your obedient servant,
John D. Hill

Secretary of War

for the apprehension of the fugitive in order that the latter may be brought before him and examined.

Therefore, in furtherance of your request for the provisional detention of the accused in the case, the Department has issued and encloses herewith its preliminary "mandate" or certificate, stating that such request has been made by the Legation of Spain. It is now only necessary for a consular officer of Spain or some other person duly authorized to represent the Spanish Government in the premises, to appear before an extradition magistrate at New Orleans, where the fugitive is supposed to be located, and make complaint under oath, as provided in Section 5270, of the Revised Statutes of the United States, in order to obtain the provisional detention of the accused.

The Department returns herewith the photograph of the fugitive, in order that it may be presented

the following is a list of the names of the persons who have been appointed to the various positions in the Department of the Interior, and who have been sworn in as such.

The following is a list of the names of the persons who have been appointed to the various positions in the Department of the Interior, and who have been sworn in as such.

The following is a list of the names of the persons who have been appointed to the various positions in the Department of the Interior, and who have been sworn in as such.

The following is a list of the names of the persons who have been appointed to the various positions in the Department of the Interior, and who have been sworn in as such.

The following is a list of the names of the persons who have been appointed to the various positions in the Department of the Interior, and who have been sworn in as such.

The following is a list of the names of the persons who have been appointed to the various positions in the Department of the Interior, and who have been sworn in as such.

The following is a list of the names of the persons who have been appointed to the various positions in the Department of the Interior, and who have been sworn in as such.

The following is a list of the names of the persons who have been appointed to the various positions in the Department of the Interior, and who have been sworn in as such.

The following is a list of the names of the persons who have been appointed to the various positions in the Department of the Interior, and who have been sworn in as such.

The following is a list of the names of the persons who have been appointed to the various positions in the Department of the Interior, and who have been sworn in as such.

The following is a list of the names of the persons who have been appointed to the various positions in the Department of the Interior, and who have been sworn in as such.

presented to the police authorities of the city
where the accused is supposed to be located.

Accept, Mr. Minister, the renewed assurance
of my highest consideration.

ALVEY A. ADEE.

Acting Secretary.

Enclosures:

Preliminary Certificate
as above.

Photograph of the accused.

A true copy of
the signed orig-
inal *[Signature]*

LEGACION D
WASHIN

LEGACION DE ESPAÑA.
WASHINGTON.



Nueva York, 31 de Agosto, 1908.

Señor Secretario:-

Con referencia á la Nota de la Legación de S.M., fecha 19 de Junio último, y correspondencia posterior alusiva al mismo punto, me cabe la honra de poner en conocimiento de V.E. que no habiendo sido hallado en Nueva Orleans, después de minuciosas diligencias, el fugitivo Vicente Prieto Diego, reclamado por la Audiencia de Bilbao por delito de homicidio, y sospechando ahora el Gobierno de S.M. que se ha refugiado en la Isla de Puerto Rico, agradecería á V.E. que con arreglo á lo determinado en el artículo XI del Convenio de Extradición vigente, tuviera á bien enviarme á la brevedad que le sea posible, el certificado ó mandamiento preliminar de arresto necesario para que los agentes de España en Puerto Rico soliciten la entrega del criminal de las autoridades competentes de la Isla, si llegan á la convicción de que Vicente Prieto Diego se encuentra en la misma.

Dando á V.E. expresivas gracias adelantadas por esta cortesía, le renuevo las seguridades de mi más alta consideración.

L. Ruiz

Hon. Elihu Root,

Secretario de Estado,

etc., etc., etc.

INDEX BUREAU
 142488
 DEPT. OF STATE

Extradition of Vincente Prieto
 Diego to Spain.

Dec. 2. Aug. 31, 1908.
 Spanish Legation (Pastor) # -
 Refers to legation's note of
 June 19, last, and to subsequent
 correspondence, and requests a
 warrant for the arrest in Porto
 Rico of Vincente Prieto Diego.
 No. (Rec'd Sept. 1, 1908)

RECEIVED OFFICE
 SEP 1 1908
 DEPT. OF STATE
 Sept. 1, 1908

*Dir. Bur:-
 Bureau of Appoint-
 ments has been directed
 to issue certificate.
 J. R. S.*

DIPLOMATIC
 BUREAU
 SEP -2 1908

*will
 Sept 27*

Please
 So. 1000

Translation
Legation of Spain

New York, August 31, 1908.

Mr Secretary,

With reference to H. M. Legation's note of the 19th of June last and subsequent correspondence on the same subject, I have the honor to advise Your Excellency that thorough investigations having failed to find in New Orleans the fugitive Vicente Prieto Diego, wanted by the "Audiencia" de Bilbao for the crime of murder, H. M. Government now suspects that he has taken refuge in the island of Porto Rico and I should be obliged to Your Excellency if you would, in accordance with the provision of Article X, of the Extradition Convention in force kindly send me as soon as possible the preliminary certificate or warrant of arrest required to enable the agents of Spain in Porto Rico to request the delivery of the criminals by the competent authorities of the island, if they find out that Vicente Prieto Diego is now there.

Thanking Your Excellency cordially in advance for this courtesy, I remain to you the assurances of my highest consideration.

L. Pastor.



Serial No. 106.

September 2, 1908.

S i r :

In compliance with the request contained in your note of the 31st ultimo and in pursuance of existing treaty stipulations between the United States and Spain, I have the honor to enclose the Department's certificate stating that the Government of Spain has requested the extradition of Vincent Prieto Diego, sentenced for murder in Spain and a fugitive from the justice thereof in the Island of Porto Rico.

Accept, Sir, the renewed assurance of my high consideration.

ALVEY A. ADEE.
Acting Secretary.

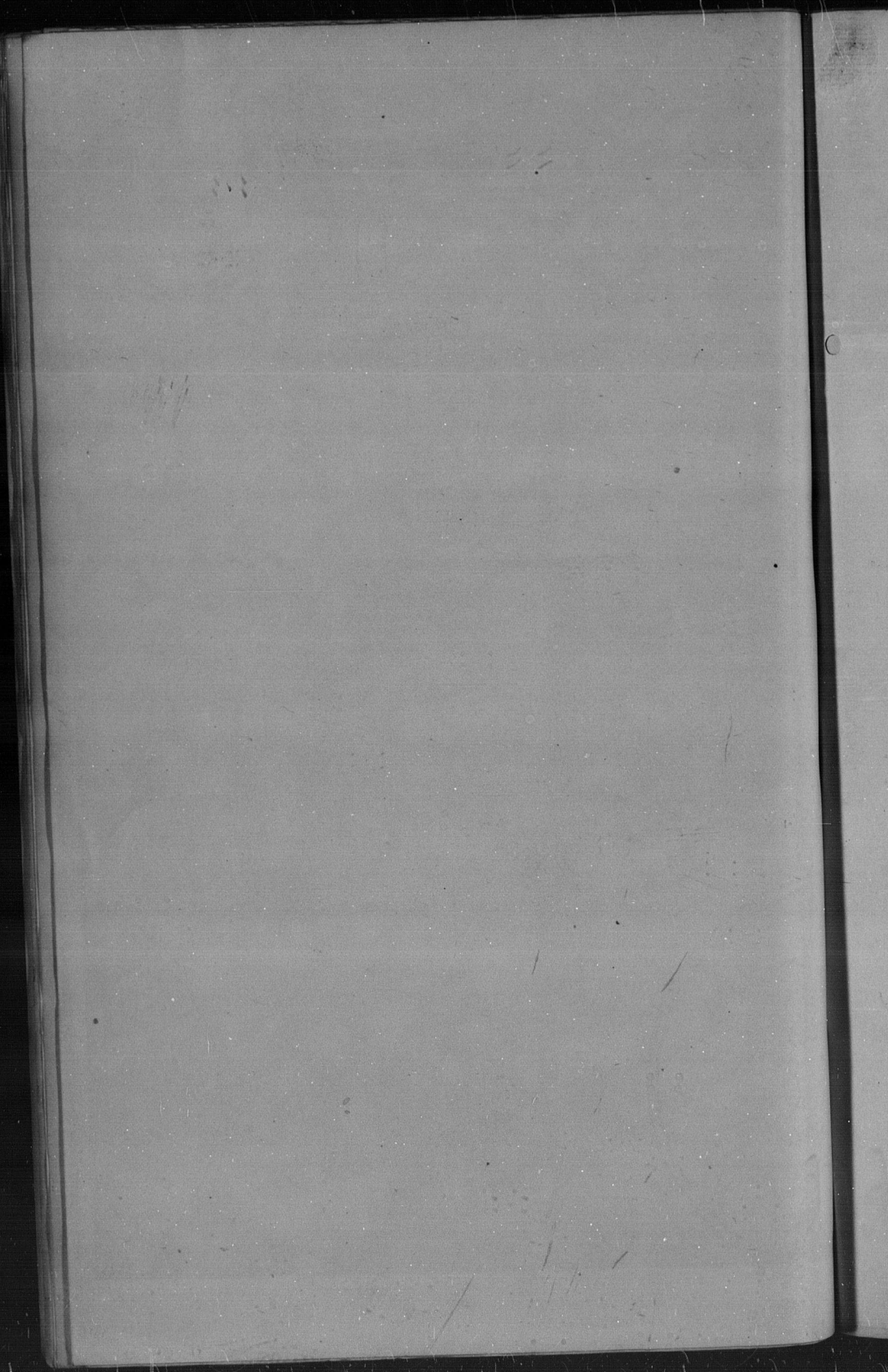
Enclosure:

Department's certificate, as above.

Senor Don Luis Pastor,

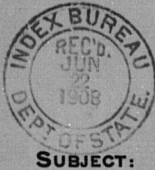
Charge d'Affaires ad interim of Spain.

A true copy of
the signed original
inal



No. 960.

AMERICAN CONSULATE,



Vancouver, B.C., June 15th,

, 1908.

THE HONORABLE

ASSISTANT SECRETARY OF STATE,

WASHINGTON, D. C.

SIR:

I have the honor to forward herewith enclosed, a letter which I have just received from Messrs. Thorpe & Company Ltd., of this city, regarding consignments of "Ginger Ale" and "Ginger Beer" to ports in the United States.

I shall endeavor to follow the instructions heretofore issued; but there seems to be a particular enquiry here regarding the products of "Messrs. Thorpe & Company Ltd." Whether the fact that their goods have been approved by the Judges of the exhibition at Chicago, Ill., in 1893 has any bearing on this question or not, I am unable to decide. I shall be greatly obliged, if the Department will instruct me fully in connection with this matter.

I have the honor to be

Sir,

Your obedient servant,

L. Edwin Dudley
Consul.

INDEX BUREAU

14249

DEPT. OF STATE

Continuance of label on ginger ale
shipped from Vancouver to the U.S.

22. Consulate (Dulles);

Vancouver, B. C., 1908.

June 15, 1908.

Encl's a letter, dated June 11,
1908, from Messrs. Thompson & Co., Ltd.,
stating that they got a medal and
certificate at the World's Fair in
Chicago certifying that their ginger
ale and ginger beer were well made
and well bottled, and asking to be
advised as to the operation of the
Pure Food Law on goods to be shipped
by them to Dulles, Washington.
H. (Rec'd June 22, 1908.)

1 encl.

CONSULAR
JUN
28
1908
BUREAU

Colton L & L
June 25-1908
Tee W

WASHINGTON, D. C.

INDEX BUREAU

2

14249

W/F

DEPARTMENT OF STATE,

WASHINGTON.

June 25, 1908.

The Chief Clerk,

Department of Agriculture.

Sir:

I enclose, by direction of the Secretary of State, copy of a despatch from the Consul at Vancouver, British Columbia, transmitting a letter from Messrs. Thorpe and Company, Limited, asking what regulations under the Pure Food Law, they must observe in shipping ginger beer to this country.

I am, Sir,

Your obedient servant,


W. J. CARR.

Chief Clerk.

Enclosure:

From Vancouver, No. 960, June 15, 1908,
with enclosure.

A true copy of
the signed original
in my



2

January 10, 1900.

The Board of Directors,

International Harvester Company,

Chicago,

I enclose, at the direction of the Board of Directors,

copy of a resolution passed by the Board of Directors, dated

January 10, 1900, relating to the matter of the

Company's limited liability, and the resolution of the

Board of Directors, dated January 10, 1900, in relation to this

matter.

I am, Sir,

Very respectfully,

W. A. RORER.

Deputy Clerk.

Enclosure.

From Vancouver, B. C., Jan. 10, 1900.

With enclosure.

DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY
WASHINGTON, D. C.



July 9, 1908.

The Honorable,

The Secretary of State.

Sir:

I beg to acknowledge the receipt of communication from the Chief Clerk of your Department, dated June 25th (Consular file number 14249), enclosing a despatch (number 960) from the American Consul at Vancouver, B. C., dated June 15th, 1908. Enclosed with this despatch is a letter from Messrs. Thorpe and Company, Limited, exporters of ginger ale and ginger beer from Vancouver to Seattle. In reply to the question of the Consul as to whether the certificate received at the Chicago Exposition in 1893 would be taken into consideration in judging of the quality of the importations by our inspectors, I beg to say that such is not the case. The mere fact that the article of food or drugs has received a prize at an exposition does not in any way qualify it for admission to this country if its entry be otherwise restricted by the law. Ginger ale and ginger beer

37

mu
ha
ta
In
ti
de
at

Er
CS

-2-

must be made of ginger instead of capsicum, must have no added injurious substances, and must contain none of the preservatives excluded by Food Inspection Decision 76, as amended by Food Inspection Decision 89. I am enclosing copies of these decisions, which I beg you to send to our Consul at Vancouver.

I have the honor to be, Sir,

Your obedient servant,

W L Moore

Acting Secretary.

Enclosures:

F. I. D. 76.

F. I. D. 89.

CS

14249

2-4

DEPT. OF STATE

CONSULAR
BUREAU
JUL 28 1908

Genuineness of labels on ginger ale shipped from Vancouver to the U.S.

Encls. 2-4. July 9, 1908.

Department of Agriculture.

Ack's Department's communication of June 25, 1908, and enclosure and states, for the information of Thorpe & Co., Limited, of Vancouver, that ginger ale and ginger beer imported into the U.S. must conform to the requirements of the Pure Food Law.

Encloses copies of decisions of the question involved in the premises.
Go. (Rec'd July 11, 1908.)

Copy with Sue's
to Vancouver
July 20 1908
The W

DEPARTMENT OF STATE,

WASHINGTON.

Serial No. 4.

July 21, 1908.

George N. West, Esquire,

American Consul,

Vancouver, British Columbia.

Sir:

Referring to despatch number 960 of the 15th ultimo from your predecessor, asking what regulations under the pure food law govern the importation of ginger ale, I enclose copy of a letter from the Department of Agriculture containing the desired information.

I am, Sir,

Your obedient servant,

(For the Secretary of State)

W. J. CAHR.

Chief Clerk.

Enclosure:

From the Department of Agriculture, July 9, 1908,
with original enclosures, 14249/3-4.

A true copy of
the signed orig-
inal.

JUL 17

EX BUREAU

77

CONSULAR
BUREAU
JUL 17
1908

14249

2-4

DEPT. OF STATE

RECEIVED
JUL 17 1908
BUREAU

Genuineness of labels on ginger ale shipped from Vancouver to the U.S.

Encls. 2-4. July 9, 1908.

Department of Agriculture.

Ack's Department's communication of June 25, 1908, and enclosure and notes, for the information of Thorpe & Co., Limited, of Vancouver, that ginger ale and ginger beer imported into the U.S. must conform to the requirements of the Pure Food Law.

Encloses copies of decisions of the question involved in the premises.
Go. (Rec'd July 11, 1908.)

*Copy with Sue's
to Vancouver
July 20, 1908
File W*

14249/2

W/F

DEPARTMENT OF STATE,

WASHINGTON.

Serial No. 4.

July 21, 1908.

George N. West, Esquire,

American Consul,

Vancouver, British Columbia.

Sir:

Referring to despatch number 960 of the 15th ultimo from your predecessor, asking what regulations under the pure food law govern the importation of ginger ale, I enclose copy of a letter from the Department of Agriculture containing the desired information.

I am, Sir,

Your obedient servant,

(For the Secretary of State)

W. J. CARR.

Chief Clerk.

Enclosure:

From the Department of Agriculture, July 9, 1908,
with original enclosures, 14249/3-4.

A true copy of
the signed origi-
nal.

[Signature]

14249/2
EX BUREAU

7

CONSUL
JUL
1908
BUREAU

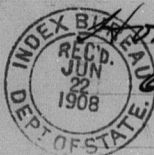
no.



No 0

American Consular Agency,
at Bluefields, Nicaragua.

June 12. 1908



Honorable

Elihu Root

Secretary of State

Washington D.C.

Sir:

I have the honor to enclose
herewith a copy of permit
issued by the Nicaraguan Gov-
ernment to Jung Eng, Chinese
merchant and doing business
at Rio Grande, Nicaragua, to
visit the United States.

Said Jung Eng has cer-
tificate No 46692 - dated March
22, 1898, signed by the Collector
of Internal Revenue for the
District of Louisiana, show-
ing he had business interests
in Mississippi at time said
certificate was issued.

I am Sir,

Your obedient servant

(Enclosure)

1. Copy of Permit

M. J. Langley

Consular Agent

INDEX BUREAU

62 14250/1908

DEPT. OF STATE

Jung Ing.

Am. Consular Agency (Cienfuegos)

Bluefields, Nicaragua. #...

June 12, 1908.

Enclosed copy of a permit issued by the Nicaraguan Gov't to Jung Ing to visit the U. S., where he and business interests in 1898.

1 encl.

DIVISION OF
FAR EASTERN AFFAIRS.
JUN 24 1908

1908
BUREAU

*Answered & Co.
2 + a. with original
June 27/05.*

FILE
G.L.C.

DEPARTMENT OF STATE,
WASHINGTON.

June 27, 1908.

The Chief Clerk,

Department of Commerce and Labor.

Sir:

By direction of the Secretary of State, I transmit herewith copy of a despatch which has been received from the Consular Agent at Bluefields, Nicaragua, enclosing a Chinese Section Six certificate issued by the Governor Intendente and Inspector General of the Atlantic Coast of Nicaragua and visaed by said Consular Agent.

Upon reference to the Treaty, Laws and Regulations governing the admission of Chinese to this country, it would appear that the Nicaraguan official above referred to has no authority to issue Chinese Section Six Certificates and the matter is referred to your Department for the consideration of the Bureau of Immigration and such action as it may seem proper to take.

I am, Sir,

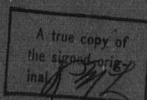
Your obedient servant,

W. J. CARR.

Chief Clerk.

Enclosure:

From Bluefields, Nicaragua, June 12, 1908, with original enclosure.



Secretary of State.

Acting Secretary.

INDEX BUREAU

14250/6

DEPT. OF STATE

June 12, 1908.

Am. Consular Agency (Clancy)

Bluefield, Nicaragua. #---

June 12, 1908.

Enclosed copy of a permit issued by the Nicaraguan Gov't to Jung Bog to visit the U. S., where he had business interests in 1898.

1 encl.

DIVISION OF
FAR EASTERN AFFAIRS
JUN 24 1908

*Answered & 6-
2 & A. with original
June 27/08.*

FILE
G.L.C.

DEPARTMENT OF STATE,

WASHINGTON.

June 27, 1908.

The Chief Clerk,

Department of Commerce and Labor.

Sir:

By direction of the Secretary of State, I transmit herewith copy of a despatch which has been received from the Consular Agent at Bluefields, Nicaragua, enclosing a Chinese Section Six certificate issued by the Governor Intendente and Inspector General of the Atlantic Coast of Nicaragua and visaed by said Consular Agent.

Upon reference to the Treaty, Laws and Regulations governing the admission of Chinese to this country, it would appear that the Nicaraguan official above referred to has no authority to issue Chinese Section Six Certificates and the matter is referred to your Department for the consideration of the Bureau of Immigration and such action as it may deem proper to take.

I am, Sir,

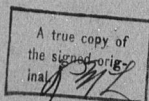
Your obedient servant,

W. J. CARR.

Chief Clerk.

Enclosure:

From Bluefields, Nicaragua, June 12, 1908, with original enclosure.



Secretary of State.

Acting Secretary.

DEPARTMENT OF STATE,
WASHINGTON.

June 27, 1908.

M. J. Clancy, Esquire,

Or the person in charge of the

American Consulate at,

Bluefields, Nicaragua.

Sir:

I have to acknowledge the receipt of your despatch of the 12th instant enclosing a Chinese Section Six Certificate issued by the Governor Intendente and Inspector General of the Atlantic Coast of Nicaragua and visaed by you.

Upon reference to the Treaty, Laws and Regulations governing the admission of Chinese to this country, it would appear that the Nicaraguan official above referred to has no authority to issue Chinese Section Six certificates and the case has been referred to the Bureau of Immigration, of the Department of Commerce and Labor, for its consideration and such action as it may deem proper to take.

You should have forwarded to the Department two copies of the precis in this case for the use of the Department of Commerce and Labor. A third copy should also be sent direct to the Chinese Inspector in charge of the port where the emigrant proposes to enter the United States in accordance with the Department's circular instructions of March 25, 1907, and June 19, 1907.

In view of the fact that the Consulate at San Juan del Norte will be closed on the first proximo, the Depart-

ment

Secretary of State.

Acting Secretary.

DEPARTMENT OF STATE

WASHINGTON

June 12, 1907

Mr. C. C. Smith, Secretary

On the person in charge of the

British Consulate, etc.

London, England

Sir:

I have to acknowledge the receipt of your letter of the 10th inst. regarding the Chinese Consul in London. The Chinese Consul in London is a Chinese official who is in the service of the Chinese Government. He is not a British subject and is not under the jurisdiction of the British Consulate. He is a Chinese official who is in the service of the Chinese Government. He is not a British subject and is not under the jurisdiction of the British Consulate.

The Chinese Consul in London is a Chinese official who is in the service of the Chinese Government. He is not a British subject and is not under the jurisdiction of the British Consulate. He is a Chinese official who is in the service of the Chinese Government. He is not a British subject and is not under the jurisdiction of the British Consulate. The Chinese Consul in London is a Chinese official who is in the service of the Chinese Government. He is not a British subject and is not under the jurisdiction of the British Consulate. He is a Chinese official who is in the service of the Chinese Government. He is not a British subject and is not under the jurisdiction of the British Consulate.

For the British Consulate in London, the Chinese Consul in London is a Chinese official who is in the service of the Chinese Government. He is not a British subject and is not under the jurisdiction of the British Consulate. He is a Chinese official who is in the service of the Chinese Government. He is not a British subject and is not under the jurisdiction of the British Consulate. The Chinese Consul in London is a Chinese official who is in the service of the Chinese Government. He is not a British subject and is not under the jurisdiction of the British Consulate. He is a Chinese official who is in the service of the Chinese Government. He is not a British subject and is not under the jurisdiction of the British Consulate.

ment is addressing this instruction to you direct. In this connection I have to inform you that your despatch should have been forwarded through the Consulate at San Juan del Norte in compliance with the requirements of paragraph 119 of the Consular Regulations.

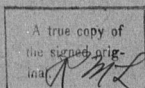
I am, Sir,

Your obedient servant,

(For the Secretary of State)

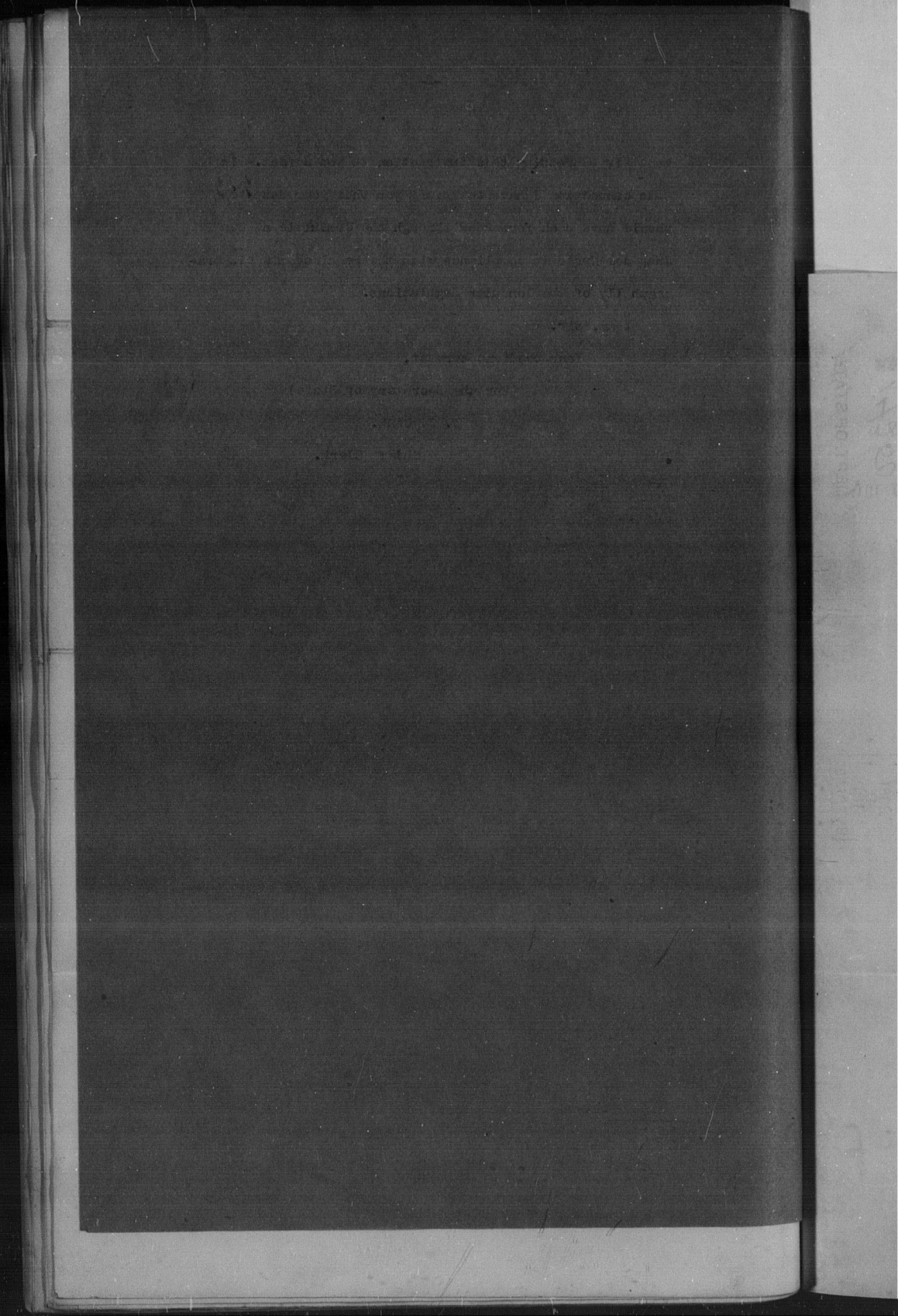
W. J. CARR.

Chief Clerk.



Secretary of State.

Acting Secretary.



Department of Commerce and Labor

OFFICE OF THE SECRETARY

Washington

No. 15168/19-C

July 1st, 1908.



Sir:

I have the honor to acknowledge the receipt of Department of State letter of the 27th ultimo (File No. 14250/-1), with which is transmitted copy of a dispatch from the Consular Agent at Bluefields, Nicaragua, inclosing a copy of a Chinese section six certificate issued by the Governor Intendente and Inspector General of the Atlantic Coast of Nicaragua and visaed by said Consular Agent, the Nicaraguan official not having authority to issue Chinese section six certificates.

On June 19, 1908, the Inspector in Charge at New Orleans, Louisiana, reported that Jung Eng, the Chinese merchant referred to in the dispatch of the Consular Agent, had arrived at his port that day and presented the certificate issued by the Nicaraguan official. As the section six certificate presented was not issued by the proper official, it could not be honored. Chung Eng was, however, permitted to enter the United States as in transit under Rule 37 of the Regulations, for a period of twenty days, and on June 26th authority was granted for the extension of bond given to cover his landing and an additional period of twenty days granted him.

Very respectfully,

A handwritten signature in cursive script, likely of the Acting Secretary.

Hon. Elihu Root,

Acting Secretary.

Secretary of State.

DEPT. OF STATE

100

14250

62

INDEX BUREAU

Jung Eng.

Encl. 2. July 1, 1908.

Dep't of Commerce and Labor.

Replying to letter of the 27th ultimo, stating that Jung Eng was refused admission at New Orleans on the certificate vised by the Consul at Bluefields, it not having been issued by the proper official, but that admission was granted under Rule 37 of the Regulations.

J. (Rec'd July 2, 1908)

CONSULAR
JUL
6
1908
BUREAU

*To Bluefields
July 8, 1908.*

FILE
C.L.G.

DEPARTMENT OF STATE,
WASHINGTON.

July 8, 1908.

Michael J. Clancy, Esquire,
American Vice Consul,
Bluefields, Nicaragua.

Sir:

Having reference to your despatch of the 12th ultimo, and to the Department's reply of June 27, last, relative to the Chinese Section Six certificate issued by the Governor Intendente and Inspector General of the Atlantic coast of Nicaragua and visaed by you, I have to inform you that a letter has been received from the Acting Secretary of Commerce and Labor, dated the 1st instant, in which he states that on June 19, 1908, the inspector in charge at New Orleans, Louisiana, reported that Jung Eng, the Chinese merchant referred to in your despatch, arrived there on that date and presented the certificate and that as the document presented was not issued by the proper official it could not be honored. Jung Eng was, however, permitted to enter the United States as in transit under rule 37 of the Regulations, for a period of twenty days, and on June 26th authority was granted for the extension of bond given to cover his landing and an additional period of twenty days was granted him.

I am, Sir,

Your obedient servant,

(For the Secretary of State)

W. J. CARR.

Chief Clerk.

A true copy of
the signed original
JUL 10 1908

DEPT. OF STATE

CONSULAR
JUL 8

100-11111

JUL 8 1908

DEPT. OF STATE

14250

INDEX BUREAU

Jung Eng.

CONSULAR
JUL
8
1908
BUREAU

Encl. 2. July 1, 1908.

Dep't of Commerce and Labor.

Replying to letter of the 27th ult., states that Jung Eng was refused admission at New Orleans on the certificate issued by the Consular Agent at Bluefields, it not having been issued by the proper official, but that admission was granted under Rule 37 of the Regulations. (Rec'd July 2, 1908)

To Bluefields
July 8, 1908.

FILE
C.L.C.

DEPARTMENT OF STATE,
WASHINGTON.

July 8, 1908.

Michael J. Clancy, Esquire,
American Vice Consul,
Bluefields, Nicaragua.

Sir:

Having reference to your despatch of the 12th ultimo, and to the Department's reply of June 27, last, relative to the Chinese Section Six certificate issued by the Governor Intendente and Inspector General of the Atlantic coast of Nicaragua and visaed by you, I have to inform you that a letter has been received from the Acting Secretary of Commerce and Labor, dated the 1st instant, in which he states that on June 19, 1908, the inspector in charge at New Orleans, Louisiana, reported that Jung Eng, the Chinese merchant referred to in your despatch, arrived there on that date and presented the certificate and that as the document presented was not issued by the proper official it could not be honored. Jung Eng was, however, permitted to enter the United States as in transit under rule 37 of the Regulations, for a period of twenty days, and on June 26th authority was granted for the extension of bond given to cover his landing and an additional period of twenty days was granted him.

I am, Sir,

Your obedient servant,

(For the Secretary of State)

W. J. CARR.

Chief Clerk.

A true copy of
the signed original
JWC

DEPT. OF STATE

CONSULAR
JUL 9

sent to Mr. Carr

Mo. 1
12

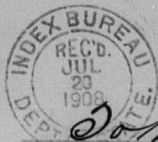
Having received a copy of the 1908
and the 1909 report of the
to the Finance Section of the
Department of the Interior
of the Department of the Interior
this letter has been received from the
of Finance and Taxes, dated the 1st instant, in which he
states that on June 19, 1908, the response to a letter
New Orleans, Louisiana, received that that the
account referred to in your department, received from the
the date and presented the certificate and that the
document, received was not issued, and the money collected
it could not be returned. The same was received, and it
to your the letter of June 19, 1908, in which it was stated
the same that the period of time, and in the
acknowledgment, was received the same as of the
then to cover the period of time and an additional period of
time, and was received from

Very respectfully,
For the Secretary of the Interior

Chief Clerk

No. 1.

American Consular Agency,
at Bluefields, Nicaragua.



JUL 10 1908

To His Honorable the Assistant
Secretary of State, Washington.

Sir:

I have the honor to acknow-
ledge receipt of your file No.

14 250/-1.

Upon examination Depart-
ment Circular of June 19, 1907
is on file - March 25, 1907 is
missing - or rather has not
been received from San Juan
del Norte.

The Governor-Intendente who
is also the Inspector General
of the Atlantic Coast, issues
all passports of departure
and is the Supreme authority
in determining the admission
and exclusion of Chinese.

I had sections 369-71 in
mind when the permit of
Jung Eng was visaed.

You may not be aware of
the fact that if it is nec-
essary to procure a Chinese
permit

permit from the Minister of Foreign Relations at Managua it would take from one to two months time to obtain same owing to the poor means of transportation. as I could go from Bluefield to Washington and return nominally in less time that it takes to go to and return from the "Interior" Managua.

Jung Eng is not an immigrant - but a merchant doing business in Nicaragua and only went to the United States on business.

[omit] I am aware that a Consular Agent is precluded from corresponding with the Department direct.

As a matter of fact the last official communication received from San Juan del Norte up to the time of writing about Chinese permit was

was dated Feb'y 12th and it was only on the 8th inst that I received a despatch from Mr. Paton dated April 2nd. So you can readily see where the permit relating to Jung Eng would be, were it sent to San Juan del Norte for transmission to Washington.

In certain cases ordinary judgment must be used, and this was an "emergency" one as Jung Eng had to see the Chinese Minister and Mr. James Dittick, both of whom were in Washington - and the permit went by post on the steamer that conveyed him to New Orleans, so that immediate action could be had if anything was wrong.

A bond of 500 \$ was exacted and given by him on arrival at New Orleans.

- 4 -

for his return to Nicaragua.

Mr. Paton telegraphs me
on the 2nd inst to remain
untill the arrival of the
Consul who will take charge.
I omit Am I to be allowed the
salary the Consul is entitled to
from July 1st untill his
low arrival and assumption
of duties.

I am Sir,

Your obedient servant

M. J. Lauey
Consular Agent.

INDEX BUREAU

82
31/4250/3
DEPT. OF STATE



June Eng.

Encl. 5. Binafioide, Hicoreaga,
July 10, 1908.
Am. Consular Agency (Clancy) #1.
Refers to Dep't's instruction
of June 27, 1908, and explains his
action in the matter of the proceeds
in the case of June Eng.
Gives the reason why he addressed
the Department direct.
M. (Rec'd July 20, 1908)

Encl. 4 to B. R. L.

July 23, 1908.

Filed 27

DEPARTMENT OF STATE,
WASHINGTON.

July 25, 1908.

The Honorable

The Secretary of Commerce and Labor.

Sir:

Referring to the Department's letter of the 27th ultimo and your reply of the 1st instant relative to the issuance by the Governor Intendente and Inspector General of the Atlantic Coast of Nicaragua and visaed by the American Consular Agent at Bluefields, of a section six certificate to one Jung Eng, I have the honor to transmit herewith copy of a despatch on the subject which has been received from the Agent at that place.

I have the honor to be, Sir,

Your obedient servant,

(For the Secretary of State)

W. J. CARR.

Chief Clerk.

Enclosure:

From Bluefields, July 10, 1908.

A true copy of
the signed original
inal

INDEX BUREAU

CONSUL
JUL 27 1908

INDEX BUREAU

82
31
14250
3
DEPT. OF STATE



Jung Eng.

Encl. 5. Bluefields, Nicaragua,

July 10, 1908.

Am. Consular Agency (Chancery), #1.

Refers to Dep't's instruction

of June 27, 1908, and explains his

action in the matter of the precie

in the case of Jung Eng.

Gives the reason why he addressed

the Department direct.

H. (rec'd July 20, 1908)

Encl. & B. & L.

July 23, 1908.

Filed 17

DEPARTMENT OF STATE,
WASHINGTON.

July 25, 1908.

The Honorable

The Secretary of Commerce and Labor.

Sir:

Referring to the Department's letter of the 27th ultimo and your reply of the 1st instant relative to the issuance by the Governor Intendente and Inspector General of the Atlantic Coast of Nicaragua and visaed by the American Consular Agent at Bluefields, of a section six certificate to one Jung Eng, I have the honor to transmit herewith copy of a despatch on the subject which has been received from the Agent at that place.

I have the honor to be, Sir,

Your obedient servant,

(For the Secretary of State)

W. J. CARR.

Chief Clerk.

Enclosure:

From Bluefields, July 10, 1908.

A true copy of
the signed original
initials *WJC*

OFFICE

E. DE

House Broker, Co

HANDLING OF ONE SH

P. O. B

Hon. Secretary

Sir:

I h

Invoice No. 3

will note tha

the expense o

can Cy.

No

any such exp

by you to ins

in matters o

Invoice No. 3

ESD

OFFICE OF

E. DENIKE,

House Broker, Commission and Insurance.

HANDLING OF ORE SHIPMENTS A SPECIALTY.

P. O. Box 367

Use Robinson's Telegraph Cipher.

LAREDO, TEXAS. June 17, 1908.

Hon. Secretary of State,

Washington, D. C.

Sir:

I have the honor to enclose herewith duplicate copy of consular invoice No. 356, dated June 3, 1908, at Monterey, Mexico, in which you will note that the value of the shipment is \$40.00 Mexican money, and the expense of taking out this invoice is \$2.50 U. S. Cy., or \$5.00 Mexican Cy.

No necessity exists for putting the owners of these goods to any such expense, and I would kindly request that some action be taken by you to instruct this consular agent to use a little more discretion in matters of this kind. The very same conditions have occurred on Invoice No. 365 from this consulate.

Respectfully

E. Denike

ESD

INDEX BUREAU
 JUN 20 1908
 14251
 DEPT. OF STATE

Complaint against Philip C. Hanna,
 Consul Gen'l at Monterey, Mexico,
 in regard to fees

E. Denike,
 Laredo, Texas.

June 17, 1908.

Closes consular invoice #356,
 dated June 7, 1908, at Monterey,
 Mexico, and complains that a fee
 of \$2.50 for consultation on a
 valuation of \$40.00 is excessive.
 Requests that the Consul Gen'l
 be instructed to use more discre-
 tion in such matters.
 Me. (Rec'd June 22, 1908)

1 Encl

CONSULAR
 JUN 20 1908
 BUREAU

Noted on Efficiency Record.

Enclosure & 65
Monterey

June 26/08.

Ans. July 13, 1908
W.H.
 FILE
 C.L.C.

DEPARTMENT OF STATE,
WASHINGTON.

Serial No. 177.

June 26, 1908.

Philip C. Hanna, Esquire,
American Consul General,
Monterey, Mexico.

Sir:

The Department is in receipt of a letter from Mr. E. Denike, Customs House Broker of Laredo, Texas, dated the 17th instant, in which he complains of the fee of \$2.50 charged by you for the certification of invoice No. 356 of household goods valued at \$40 shipped by Carlos Gracia from Monterey to the United States.

Your attention is called to the Department's circular instructions of November 19, 1906, and June 3, 1908, and you are instructed to make a full report on this case for the Department's consideration.

The invoice above referred to, form 138, Purchased by Importer, is enclosed for your examination and you will return it with your report.

I am, Sir,

Your obedient servant,

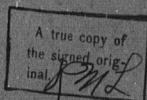
(For the Secretary of State)

W. J. CARR.

Chief Clerk.

Enclosure:

Invoice, as above.



INDEX BUREAU

14251

DEPT OF STATE

CONSULAR
JUN 24 1908
BUREAU

Complaint against Philip C. Hanna,
Consul Gen'l at Monterey, Mexico,
in regard to fees

E. Denike,
Laredo, Texas.
June 17, 1908.

Encloses consular invoice #356,
dated June 7, 1908, at Monterey,
Mexico, and complains that a fee
of \$2.50 for consulation on a
valuation of \$40.00 is excessive.
Requests that the Consul Gen'l
be instructed to use more discre-
tion in such matters.
Me. (Rec'd June 22, 1908)

1 Encl

Noted on Efficiency Record.

Enclosure & 65
Monterey

June 26/08.

Ans. July 13/1908
File
CLC.

DEPARTMENT OF STATE,
WASHINGTON.

Serial No. 177.

June 26, 1908.

Philip C. Hanna, Esquire,
American Consul General,
Monterey, Mexico.

Sir:

The Department is in receipt of a letter from Mr. E. Denike, Customs House Broker of Laredo, Texas, dated the 17th instant, in which he complains of the fee of \$2.50 charged by you for the certification of invoice No. 356 of household goods valued at \$40 shipped by Carlos Gracia from Monterey to the United States.

Your attention is called to the Department's circular instructions of November 19, 1906, and June 3, 1908, and you are instructed to make a full report on this case for the Department's consideration.

The invoice above referred to, form 138, Purchased by Importer, is enclosed for your examination and you will return it with your report.

I am, Sir,

Your obedient servant,

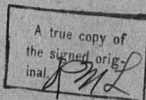
(For the Secretary of State)

W. J. CARR.

Chief Clerk.

Enclosure:

Invoice, as above.



DEPARTMENT OF JUSTICE
WASHINGTON

June 28, 1936

Serial No. 177

Mr. J. Edgar Hoover,
Director, Federal Bureau of Investigation,
Washington, D.C.

Sir:

The Department is in receipt of a letter from Mr. J. H. Hamilton, a member of the House of Representatives, dated June 27, 1936, in which he complains of the loss of \$2.00 charged by you for the collection of invoice No. 385 of household goods valued at \$100 shipped by express from Washington to the United States. Your attention is called to the Department's instructions of November 10, 1935, and March 10, 1936, and you are requested to make a full report of this case for the Department's consideration. The invoice above referred to, dated June 10, 1936, is enclosed for your examination and you are requested to make a full report of this case for the Department's consideration.

I am, Sir,

Very respectfully,
Your obedient servant,

W. J. Egan

W. J. Egan

Chief Clerk

Enclosure

Invoice, as above



DEPARTMENT OF STATE,
WASHINGTON.

June 26, 1908.

Mr. E. Denike,

Post-office Box 267,

Laredo, Texas.

Sir:

I have to acknowledge the receipt of your letter of the 16th instant in which you complain of the fee of \$2.50 charged by the Consul General at Monterey for the certification of an invoice of household goods shipped by Carlos Gracia from that place to the United States.

In reply I have to state that the officer above named has been instructed to make a full report on this case for the Department's consideration.

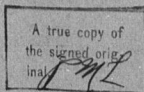
I am, Sir,

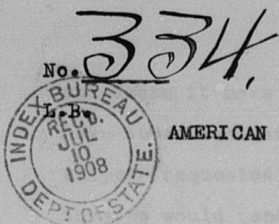
Your obedient servant,

(For the Secretary of State)

W. J. CARR.

Chief Clerk.





AMERICAN CONSULATE GENERAL.

MONTEREY, MEXICO, JULY 6th, 1908.

TO THE HONORABLE THE ASSISTANT SECRETARY OF STATE,
WASHINGTON, D. C.

SIR:-

I have the honor to acknowledge receipt of your instruction No. 177, (File No. 14251/-1) and dated June 26, 1908, concerning a letter from Mr. E. Denike, Customs House Broker, at Laredo, in which he complains of the fee of \$2.50 charged by me for the certification of invoice No. 356 of certain goods valued at \$40.00 shipped by Carlos Garcia from Monterey to the United States. Replying thereto, I have the honor to state that I did not require Mr. Garcia, the shipper, to take out this invoice, it being generally and well understood here that for a shipment of Mexican merchandise amounting to less than \$100.00 U. S. Currency, no invoice of any kind is required. I believe that more than one hundred persons in and around Monterey would testify that this office has used more than ordinary diligence in making that point plain to shippers. I have not only taken pains to inform shippers, but all railroad freight agents, transportation agents and express companies' agents. Some of the express agents have copies of my letters to them posted in their offices. However, some shippers who desire shipments to be made with the least possible delay, evidently believe it to be to their advantage to make a regular invoice and as a matter of convenience, take out invoices for such small shipments, as are less than \$100.00, even though the Government does not require it and even though the Consul informs the shipper that "no invoice is required." But since it is understood such is not forbidden, if the shipper wants it, (and)

and deems it more convenient although not required, I have sometimes certified small invoices simply because the shipper requested me to and because he considered the invoice would tend to his advantage in preventing delays in shipment or entry of goods, especially where prompt shipment, as in presents, gifts and the like is desired. In such cases, this office always calls attention that "no invoice is required", but I believe, not forbidden when a shipper deems it to his advantage, and when he prefers to take one out. This was understood here in the case of the shipment of Mr. Garcia, under my invoice No. 356, certified June 13, 1908, and as is usual, the attention of the shipper was called thereto.

As to the nature of the shipment, consisting of woolen mattresses, pillows, cotton pillow cases, hide and umbrellas, it was understood that they had been purchased in this city to be consigned to Mr. Jose B. Mandrin of San Antonio, Texas, and they were not represented or declared as household effects; and in my opinion, if they were new goods and had not been used, they could not have been considered household effects, although, being goods intended for a house. Therefore, if they were to be declared on any form of invoice, form 138, Goods Purchased By Importer appeared to be the only form suitable. If these goods were really household effects and had been used by a family in Monterey for the required length of time, the shipper failed to so represent them to this office, and for that reason, (he having requested an invoice to be made knowing that no invoice was required, the form which he had made out, No. 138 and on which he had declared his shipment, was certified.

Mr. Garcia made no objection whatever to the payment of the usual fee and there was no discussion in regard to the fee whatever; but it was well understood as in all such cases, that if the merchandise named in the
(shipment)

shipment was new and had been purchased in the country and amounted to less than \$100.00, no invoice was required. If the goods were really household effects, they could have been certified at this office on Form No. 215 as such household effects, since the receipt of instruction, dated June 3rd, and received at this office June 23, 1908. The fee for such certification would have been \$1.00.

I am sure that neither Mr. Garcia nor any other person in Monterey who has made any shipment of merchandise or household effects during the period of my term of office, believe I would take advantage of anyone in over-charging them on any kind of a shipment.

There may have been a misunderstanding on the part of Mr. Garcia, the shipper, relative to whether the goods were really household effects, or ordinary merchandise; and it may be possible that this office did not clearly understand the nature of the shipment, but it is evident that if these goods were new and purchased for parties in San Antonio, and were to be invoiced in any manner, Form No. 138 is the only form that could properly be used. However, the main point is well understood by all shippers and persons making such shipments that no invoice whatever is required for a shipment of merchandise amounting to less than \$100.00 and in all cases the shipper's attention is called thereto.

All importers, exporters and shippers in Monterey, having business with this office, know that I am always ready to give them any information when asked for and also ready to assist them in rectifying any mistake which can be rectified when my attention is called thereto.

If Mr. Denike, the Customs House Broker, and Mr. Garcia, the shipper, declare these to be actual household effects, or if they declare, as I have formerly declared that the invoice "which was not required" was not to their advantage and not wanted by them, I will gladly

(take)

take measures to recall same, if the Department will
please so direct me.

I herewith return the duplicate of invoice
No. 356 to the Department.

I have the honor to be, SIR,

Your obedient servant,

Enclosure as stated.

Philip H. Hanning
3

Consul General.

INDEX BUREAU

DEPT. OF STATE

151
151
151
4251
2-3

CONSULANT
JUL
151
1508
BUREAU

Complaint against Philip C. Hanna,
Consul Gen'l at Monterey in regard
to fees.

Encl. 2-3. Monterey, Mexico.
July 6, 1908.

Am. Consulate Gen'l (Hanna) 7398
In compliance with Dept's in-
structions contained in #197 of June
26, 1908, makes full report concern-
ing complaint of E. Denike, Customs
House Broker at Laredo against him
for fee of \$2.50 for the certifica-
tion of invoice of goods valued at
\$40.
Returns duplicate of invoice.
H. (Rec'd July 10, 1908)

Check by form and the
Laredo Bureau.

July 15, 1908,
F. B. H.

Noted on Efficiency Report
Consul General.

DEPARTMENT OF STATE,

WASHINGTON.

July 18, 1908.

Mr. E. Denike,

Post Office Box 367,

Laredo, Texas.

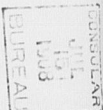
Sir:

Referring to your letter of the 17th ultimo, in which complaint is made of a fee charged by the American Consul General at Monterey, Mexico, for the certification of invoice No. 356 of household goods shipped by Carlos Garcia to the United States, I have to inform you that a report has been received from Monterey relative to the matter, in which it is stated that Mr. Garcia was not required to take out the invoice in question, "it being generally and well understood here (Monterey) that for a shipment of Mexican merchandise amounting to less than \$100, United States currency, no invoice of any kind is required....This was understood here in the case of the shipment of Mr. Garcia, under my invoice No. 356, certified June 13, 1908, and as is usual, the attention of the shipper was called thereto." It is further stated that "he having requested an invoice to be made, knowing that

no

INDEX BUREAU

12131 / 4251 2-3
DEPT. OF STATE



Complaint against Philip C. Hanna,
Consul Gen'l at Monterey in regard
to fees.

Encl. 2-3. Monterey, Mexico.
July 6, 1908.

Am. Consulate Gen'l (Hanna) #334
In compliance with Dep't's in-
structions contained in #177 of June
26, 1908, takes full report concern-
ing complaint of E. Denike, Customs
House Broker at Laredo against him
for fee of \$2.50 for the certifica-
tion of invoice of Goods valued at
\$40.
Returns duplicate of invoice.
H. (Rec'd July 10, 1908)

Clk. by form and H.

Laredo, Texas,

July 15, 1908,

File H.

Noted w/ Efficiency Record

INDEX BUREAU

F

DEPARTMENT OF STATE,
WASHINGTON.

July 18, 1908.

Mr. E. Denike,

Post Office Box 367,

Laredo, Texas.

Sir:

Referring to your letter of the 17th ultimo, in which complaint is made of a fee charged by the American Consul General at Monterey, Mexico, for the certification of invoice No. 356 of household goods shipped by Carlos Garcia to the United States, I have to inform you that a report has been received from Monterey relative to the matter, in which it is stated that Mr. Garcia was not required to take out the invoice in question, "it being generally and well understood here (Monterey) that for a shipment of Mexican merchandise amounting to less than \$100, United States currency, no invoice of any kind is required....This was understood here in the case of the shipment of Mr. Garcia, under my invoice No. 356, certified June 13, 1908, and as is usual, the attention of the shipper was called thereto." It is further stated that "he having requested an invoice to be made, knowing that

no

1425/2-3

no invoice was required, the form which he had made out, No. 138, and on that he had declared his shipment, was certified. Mr. Garcia made no objection whatever to the payment of the usual fee and there was no discussion in regard to the fee whatever."

Under these circumstances, therefore, the Department considers that the Consul General at Monterey was justified in the course which he pursued.

I am, Sir,

Your obedient servant,

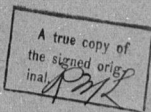
(For the Secretary of State)

W. J. CARR.

Chief Clerk.

Enclosure:

Duplicate of invoice No. 356.





AMERICAN CONSULATE,

Birmingham, June 11th 1908.

SUBJECT:- CHICAGO CONFIDENCE GAME.

The Honorable,

The Assistant Secretary of State,

Washington, D.C.

Sir:-

I have the honor to enclose a copy of a letter received by the executor of a deceased English gentleman who resided in Birmingham. That letter appears to be a shrewd attempt to excite interest in an alleged mine with the ultimate view of obtaining money therefrom. The letter is identical with one that was brought to my attention a few days earlier. I did not report this fraudulent matter to the Department then because I was informed that the executor of another deceased Englishman had some days previously received an identical letter and with a view of ascertaining how far the scheme would be carried had written a reply. I was waiting for that reply which has not come, in the hope that it might furnish evidence that would help the postal authorities in making a case against the schemers in Chicago. In the meantime, however, the executor who brought the letter first to my attention had written to the British Consul at Chicago. He received a reply a day or two ago from the British Consul and the following

AMERICAN CONSULATE,
WASHINGTON, June 11th 1908.

SUBJECT: CHICAGO CONFERENCE CASE.

The Honorable,
The Assistant Secretary of State,
Washington, D.C.

SIR:-

I have the honor to enclose a copy of a letter received by the executor of a deceased English gentleman who resided in Washington. That letter appears to be a signed attempt to excite interest in an alleged mine with the mine view of obtaining money therefrom. The letter is identical with one that was brought to my attention a few days earlier. I did not report this fraudulent matter to the Department then because I was informed that the executor of another deceased Englishman had some days previously received an identical letter and with a view of ascertaining how far the scheme would be carried had written a reply. I was waiting for that reply which has not come, in the hope that it might furnish evidence that would help the postal authorities in making a case against the scheme in Chicago. In the meantime, however, the executor who brought the letter first to my attention had written to the English Consul at Chicago. He received a reply a day or two from the British Consul and the following

is the copy thereof furnished me:-

"I have the honor to acknowledge receipt of your letter of the 14th inst., enclosing a letter from one Thomas Black of this City with reference to a "Gold Mine" which he is supposed to have.

"I may say this is the second letter of this nature we have had forwarded to this office in the last week from this party (both letters being absolutely identical) and I have no hesitation in saying that it is a "Con" game.

"The matter has been placed in the hands of the postal authorities and they have consented to take the matter up at once and try to round up the fakers. I hope to be able to report in a very short time that some arrests have been made and the guilty parties punished.

"Thanking you for taking the matter up with us."

I am forwarding a copy of the letter that was left with me for the Department's information and in order that it may appear that different names are signed to these letters. For instance, to one letter the name Black was signed and to another that of G. Randolph Wells, but in each letter the address of G. F. Stout, 77 South Clark Street, Chicago, Ill., was given as the place to which cables and letters were to be forwarded.

It is interesting to note in connection with

INDEX BUREAU

- 2 -

to the copy thereof furnished me:-

"I have the honor to acknowledge receipt of your letter of the 14th inst. enclosing a letter from one Thomas Black of this city with reference to a 'dollar mine' which he is supposed to have.

"I may say that in the second letter of this nature we have had forwarded to this office in the last week from this party (both letters being absolutely identical) and I have no hesitation in saying that it is a 'dollar mine'.

"The matter has been placed in the hands of the postal authorities and they have consented to take the matter up at once and try to round up the facts. I hope to be able to report in a very short time that some arrests have been made and the guilty parties punished.

"Thanking you for taking the matter up with me."

I am forwarding a copy of the letter that was sent with me for the Department's information and in order that it may appear that different names are signed to these letters. For instance, in one letter the name Black was signed and to another that of A. Randolph Wells, but in each letter the address of C. F. Stone, 77 South Clark Street, Chicago, Ill., was given as the place to which copies and letters were to be forwarded.

It is interesting to note in connection with

with this confidence game that the letters are addressed in every case to Englishmen of property who have died and are consequently received by their executors some of whom might not know that the deceased of whom he was executor had not invested in any mine and thus be more likely to be an easy victim.

I forward four copies of this despatch so that the Department may have an extra copy if it finds any use therefor.

I have the honor to be, Sir,

Your obedient servant,

Albert Halstead

Consul.

11-

INDEX BUREAU

14252

DEPT. OF STATE

CONSULAR
JUN 23
1908
BUREAU

American Road mine strike

Mr. Consulate (Harstead)

Birmingham, England, #

June 11, 1908.

Enclosed copy of a letter signed
by G. Randolph Wells, of Chicago,
and reports circumstances which
indicate that Mr. Wells, with
associates Thomas Black and C. F.
Stout, are promoting a gold mine
scheme to defraud Englishmen.
Re: (Rec'd June 20, 1908)

1 not

by their execution of which the
deceased or whom he was executor had not invested
in any mine and thus be more likely to be an easy
victim.

I forward four copies of this des-
patch so that the Department may have an extra copy

Yours obedient servant,
June 26 1908

John G. P. D.
June 26 1908

constant.

11-
C O P Y.

Chicago, Ill., May 4th 1908.

Mr. Henry Brittill Barnett,

My Dear Sir:-

Thomas requested that since affairs at the mines have passed the prospecting stage and we can speak positively of their richness, I should write you immediately on my arrival.

I left him at the mines in Colorado highly elated over his rich find but poorly in health he having had a severe hemorrhage of the lungs brought on by over exertion and excitement. Had he not had this attack he could have come out himself.

That his success is largely due to your valuable advice and the pecuniary assistance is fully appreciated and he means that you shall share equally in his discoveries.

In our development work, sinking shafts, and driving tunnels, we were not only compelled to remove considerable rich ore which we sacked and stored in the tunnel, but uncovered an enormous quantity of it and moreover we struck several packets which yielded up about one thousand pounds of pure gold. He would turn your and his share of this gold, which amounts to about \$25,000 sterling over to you and have you deposit his share in the Bank of England to his credit.

It is this rich strike that has so greatly excited him and he feels the affair is come to be too gigantic for him to manage and the time is come when your co-operation is much desired if not absolutely necessary.

INDEX BUREAU

C O P Y

Chicago, Ill., May 4th 1906.

Mr. Henry Wattles Barnett,

My dear Sir:-

Thomas requested that since attitude of the
mines have passed the prospecting stage and we can
speak positively of their richness, I should write
you immediately on my arrival.

I left him at the mines in Colorado night
elated over the rich find but poorly in health in
having had a severe hemorrhage of the lungs brought on
by over exertion and excitement. Had he not had
this attack he could have come out himself.

That his success is largely due to your
valuable advice and the pecuniary assistance is fully
appreciated and he means that you shall share equally
in his discoveries.

In our development work, striking shafts,
and driving tunnels, we were not only compelled to
remove considerable rock ore which we needed and
stored in the tunnel, but uncovered an enormous quantity
of it and moreover we struck several pockets which
yielded up about one thousand pounds of pure gold.
He would turn your and his share of this gold, which
amounts to about \$25,000 sterling over to you and
have you deposit the share in the Bank of England to
his credit.

It is this rich strike that has so greatly
excited him and he feels the strike is come to be too
significant for him to manage and the time is come when
your co-operation is much desired if not absolutely
necessary.

necessary.

The vein we are following lies horizontal and extends, if it does not change its course, within a few feet, across the dividing line into the adjoining property. Should this prove to be the case we shall purchase this property. This we shall be able to do reasonably since there has been little development work done on it. The foreman however, told me the owner was going to develop it to a considerable dept h.

We shall, after succeeding in getting our gold deposited to our credit, have an abundance of working and purchasing capital.

We must do this without exposing the richness of our mines, for were that to become known thousands of prospectors and capitalists would rush there and stake out and record claims for miles around. We cannot be too cautious in arranging details for there is an immense fortune in these mines for us all.

It is impracticable to arrange this business through an agent in this country. Therefore come or send your confidential man,

Cable me on receipt of this when and by what steamer sailing and I will meet you or him on arrival in Chicago. Do not delay matters by writing. Inst ead cable me care of Charles F. Stout, 77 South Clark Street, Chicago, Illinois.

Hoping to receive an immediate reply,

I am, my Dear Sir,

Yours sincerely,

G. Randolph Wells.

necessary.

The vein we are following lies horizontal and extends, it does not change its course, within a few feet, across the dividing line into the adjoining property. Should this prove to be the case we shall purchase this property. This we shall be able to do reasonably since there has been little development work done on it. The foreman however, told me the owner was going to develop it to a considerable depth. We shall, after succeeding in getting our gold deposited to our credit, have an abundance of working and purchasing capital.

We must do this without exposing the richness of our mines, for were that to become known thousands of prospectors and capitalists would rush there and stake out and record claims for miles around. We cannot be too cautious in stating details for there is an immense fortune in these mines for us all. It is impracticable to arrange this business through an agent in this country. Therefore come on and your confidential man.

Write me on receipt of this when and by what steamer sailing and I will meet you or him on arrival in Chicago. Do not delay matters by writing. Just send cable me name of Charles F. Stone, 77 South Clark Street, Chicago, Illinois.

Hoping to receive an immediate reply,

I am, my dear Sir,

Yours sincerely,

G. Randolph Wells.

DEPARTMENT OF STATE,

WASHINGTON.

June 26, 1908.

The Chief Clerk,

Post Office Department.

Sir:

I enclose, by direction of the Secretary of State, copy of a despatch from the Consul at Birmingham, England, reporting certain facts which appear to indicate that some person in Chicago is using the mails for fraudulent purposes.

A number of executors of the estates of deceased Englishmen have received letters from a person in Chicago, by which attempts are evidently made to excite interest in an alleged gold mine with the object of obtaining money fraudulently.

I am, Sir,

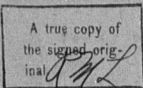
Your obedient servant,

W. J. CARR.

Chief Clerk.

Enclosure:

From Birmingham, June 11, 1908,
with enclosure.



U. S. CONSULATE-GENERAL,
LONDON, ENGLAND.

No. 10



AMERICAN CONSULATE,

Burslem, England, January 26 , 1909.

SUBJECT: Transmission of letter.

THE HONORABLE

ASSISTANT SECRETARY OF STATE,

WASHINGTON, D. C.

SIR:

I have the honor to transmit herewith a letter which has been handed to me with that request.

George Fleet, to whom it is addressed was a large furniture dealer at Stoke-on-Trent who died about a year ago, and his late residence is correctly given. The letter came into the hands of his son who succeeded him in the management of his business. He looks upon the matter as a swindling scheme, and not only knows nothing of his father ever having had any business dealings of the nature mentioned, but it is believed that the writer knew of the death of the elder Fleet and sought to deceive and entrap the son. Mr. Fleet thinks that probably similar attempts are being made in other directions and that they should be checked if it is possible to

AMERICAN CONSUL

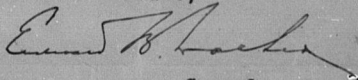
WASHINGTON, D.C.

I have the honor to acknowledge receipt of a letter
which has been handed to me this day.
In reply, to inform you that the same has been
forwarded to the proper authorities for their consideration.
I am, Sir, very respectfully,
Your obedient servant,
[Signature]

to do so.

I have the honor to be, Sir,

Your obedient servant,


Consul.

Enclosure:

Letter signed E. A. Seaton and addressed to
George Fleet, Field House, London Road,
Stoke, England.

INDEX BUREAU

FEB 15

14252/2

DEPT. OF STATE

Swindling scheme of E. A. Barton.

Encl. 2.

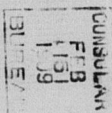
Am. Consulate (valise).

Bareton, England. #10.

Jan. 26, 1909.

Transmits letter of Nov. 21, 1908, signed "E. A. Barton," and addressed to George Fleet, Field House, London Road, England, regarding a gold mining scheme. States that the letter is sent at the suggestion of Mr. Fleet with a view to the prevention of similar frauds.

F. (Rec'd Feb. 6, 1909.)



copy with Encl to
F. M. C. Feb 15 1909

ack'd by Jones
Feb. 26, 1909
File 700

A true
the signed
inal.

EL

14252/2

February 19, 1909.

The Honorable

The Postmaster General,

Sir:

I have the honor to enclose for your consideration copy of a despatch from the Consul at Burslem, England, transmitting a letter addressed by E. A. Seaton of Wilkes Barre, Pennsylvania, to George Fleet, Stoke, England, which is believed to be part of a swindling scheme.

I have the honor to be, Sir,

Your obedient servant,

(For the Secretary of State)

W.J.CARR,

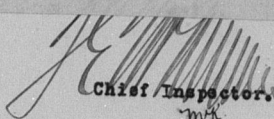
Chief Clerk.

Enclosures:

From Burslem, No. 10, January 26, 1909,
with enclosure.

A true copy of
the signed original.

ELW


Chief Inspector.
mk

14232
2-3

I have the honor to acknowledge the receipt of your letter of the 11th inst. in relation to the matter of the proposed extension of the line of the Great Northern Railway from the town of Newmarket, Ontario, to the town of Markham, Ontario, and in reply to inform you that the same has been referred to the Board of Railway Commissioners for their consideration.

Very respectfully,
J. H. G. G. G.

Enclosed for the Board of Railway Commissioners, Ottawa, Ontario, is a copy of the report of the Board of Railway Commissioners, dated the 10th inst., in relation to the proposed extension of the line of the Great Northern Railway from the town of Newmarket, Ontario, to the town of Markham, Ontario.

RECEIVED
JAN 12 1903
14232

Go.
RL
Mr.
Sir
whi
cop
sub
lan
tha
Swi
post

14252
Gold Brick Swindle.

RLS: CW
c

Department of State
Post Office/Department
OFFICE OF THE CHIEF INSPECTOR

FEB 26 9 10 AM 1909
Washington

85112-C.

Chief Clerk's Office
RECEIVED


February 23, 1909.

Mr. W. J. Carr,
Chief Clerk, Department of State,
Washington, D. C.

Sir:

In answer to your letter, 14252/2, dated February 19, 1909, which the Postmaster General has referred to me, transmitting copy of a dispatch of the American Consul at Burslem, England, submitting a letter addressed to Mr. George Fleet, Stoke, England, concerning an alleged fraudulent scheme, I have to state that the letter in question relates to the so-called "Gold Brick Swindle," and your letter, with inclosures, will be referred to a post office inspector for investigation.

Respectfully,


Chief Inspector
mk

INDEX BUREAU
 44252/4
 DEPT. OF STATE

Gold Brick Swindles.

American Gold mine swindle.

Encl. 4. February 25, 1909.

Post Office Department.

Replying to letter of the 19th instant, states that the letter forwarded therewith addressed to George Fleet, Stoke, England, relates to the so-called "Gold Brick Swindle", and says that the letter will be carefully investigated.

L. (Rec'd February 26, 1909)

Mr. W. J. Carr,
 Chief Clerk, Department of State,
 Washington, D. C.

Sir:

In answer to your letter, 14232/2, dated February 19, 1909, which the Postmaster General has referred to me, transmitting copy of a dispatch of the American Consul at Bremen, England, stating a letter addressed to Mr. George Fleet, Stoke, England, concerning an alleged fraudulent scheme, I have to state that the letter in question relates to the so-called "Gold Brick Swindle", and your letter, with inclosures, will be referred to a post office inspector for investigation.

Respectfully,

Chief Inspector.

62113-C.

February 23, 1909.

No. 48.



AMERICAN CONSULATE,

Durban, Natal, May 18th, 1908.

SUBJECT: Regulations concerning the landing of soldiers and sailors from vessels of friendly powers at Durban.

THE HONORABLE

ASSISTANT SECRETARY OF STATE,

WASHINGTON, D. C.

SIR:

I have the honor to transmit herewith two communications received from the Governor of Natal, bearing dates of November 30, 1907, and May 1, 1908, prescribing rules and regulations governing the landing at Durban of sailors and soldiers from ships of war and transports of friendly powers. Identical regulations have been received by all consular officials.

The letter of May 1, which is only amending the rules contained in that of November 30, has been construed by the Private Secretary, under direction, to mean "that commanders should apply to His Excellency through his Secretary, without troubling the consular officials".

I have the honor to be,

Sir,

Your obedient servant,

Edwin S. Cunningham

Consul.

AMERICAN CONSULATE

ASSISTANT SECRETARY OF STATE

WASHINGTON, D. C.

- 2 -

Enclosures:

1. Letter from Private Secretary, November 30, 1907.
2. Letter from Private Secretary, May 1, 1908.

INDEX BUREAU

62-14253/80-2

DEPT. OF STATE

Regulations governing the landing
at Durban, of sailors and soldiers
from vessels of friendly powers.

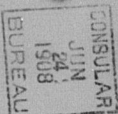
Anc. Consulate (Birmingham)

Durban, Natal, 343.

May 18, 1908.

Transmits 2 communications received
from the Governor of Natal, dated
Nov. 30, 1907, and May 1, 1908, re-
spectively, prescribing rules and
regulations governing the landing at
Durban of sailors and soldiers from
ships of war and transports of friend-
ly powers.
Re. (Rec'd June 20, 1908)

2 Enclosures.



*Copy with Enc's
to Navy June 26/08
Rec'd*

Sub. by form.

*June 27/08
Rec'd*

14253

W/F

DEPARTMENT OF STATE,

WASHINGTON.

June 26, 1908.

The Honorable

The Secretary of the Navy.

Sir:

I have the honor, by direction of the Secretary of State, to enclose copy of a despatch from the Consul at Durban, Natal, reporting the rules and regulations governing the landing at that port of soldiers and sailors of foreign war vessels.

I have the honor to be, Sir,

Your obedient servant,

W. J. CARR.

Chief Clerk.

Enclosure:

From Durban, No. 48, May 18, 1908,
with original enclosures, 14253/1-2.

A true copy of

the signed origi-

nal. *RJL*

INDEX BUREAU

14253/0
100
2

DEPT. OF STATE

Regulations governing the landing
at Durban, of sailors and soldiers
from vessels of friendly powers.

Am. Consulate (Dunmington)

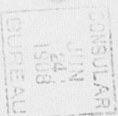
Durban, Natal, S.A.S.

May 18, 1908.

Transmits 2 communications received
from the Governor of Natal, dated
Nov. 30, 1907, and May 1, 1908, re-
spectively, prescribing rules and
regulations governing the landing at
Durban of sailors and soldiers from
ships of war and transports of friend-
ly powers.

(Re'd June 20, 1908)

2 Enclosures.



*Letting with Enc's
to Navy from 26/1908*

Sub. by form.

June 27/1908

File it

14253

W/F

DEPARTMENT OF STATE,
WASHINGTON.

June 26, 1908.

The Honorable

The Secretary of the Navy.

Sir:

I have the honor, by direction of the Secretary of State, to enclose copy of a despatch from the Consul at Durban, Natal, reporting the rules and regulations governing the landing at that port of soldiers and sailors of foreign war vessels.

I have the honor to be, Sir,

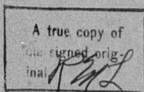
Your obedient servant,

W. J. CARR.

Chief Clerk.

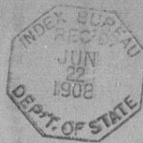
Enclosure:

From Durban, No. 48, May 18, 1908,
with original enclosures, 14253/1-2.



INDEX BUREAU

No. 672.



American Embassy, Constantinople,
June 8th, 1908.

Mr. Leishman to the Secretary of State.

Subject,

Alleged imprisonment of an American woman

named "Miss Jameson".

Synopsis,

Clipping from N.Y. "World" in regard to such an imprisonment and alleged political plot against the Sultan. The Embassy has absolutely no knowledge of any such case, and statements are absolute lies.

Impossibility of Embassy acting as alleged in such case.

I have the honor to be, Sir,

Enclosure:

From the New York World of June 7, 1908.

To the Honorable Elihu Root,

Secretary of State

Second Assistant Secretary's Room.

INDEX BUREAU

MEMORANDUM.

June 24, 1908.

 6 -- 14254/8
 DEPT. OF STATE

Alleged imprisonment of Miss Jameson,
 Am. citizen, in Turkey.

Am. Embassy (Lisleman)
 Turkey, #672

June 8, 1908.

Encloses copy of clipping from the New York World of May 22, 1908, concerning the imprisonment of a Miss Jameson, an American, and an alleged political plot against the Sultan, and reports that the Embassy has absolutely no knowledge of any such case, and that the statements in the article are lies. H. (Rec'd June 22, 1908)

1 Encl.

DIPLOMATIC BUREAU

Ack. The Dept. has had no communication on this subject and has received no inquiry concerning the alleged arrest of a Miss Jameson. W. File.

A.A.A.

Importance of Embassy acting as alleged in such case.
 any such case, and statements are absolute lies.
 Sultan. The Embassy has absolutely no knowledge of
 imprisonment and alleged political plot against the
 Clipping from N.Y. World in regard to such as
 Embassy.

AMERICAN EMBASSY,
CONSTANTINOPLE.No. 672

June 8th, 1908.

S I R :

I have the honor to transmit to you for your information, as an example of the publicity given to a story which reposes if possible on even less foundation than my alleged action in the Warkentin affair, the copy of an article appearing in the New York World of May 22nd last.

Without entering into the numerous inaccuracies and falsehoods in this article so far as they concern others than this Embassy, I will only state that the imprisonment here of an American woman, Miss Jameson, is an absolute lie. To the best of my knowledge no such person exists, nor can I conceive of any circumstances allowing any American to be imprisoned in Turkey unknown to the Embassy, or of the Embassy refusing to take action in behalf of such individual out of consideration for the Sublime Porte.

I would hesitate to even bring a story of this nature to the notice of the Department were it not for the numerous well meaning but misguided persons at home who might ask of you an explanation of the case and of the supposed remissness of my action as Ambassador to Turkey.

I have the honor to be, Sir,

Your obedient servant,

Enclosure:

From the New York World of 22 May 1908.

To the Honorable Elihu Root,

Secretary of State, Washington, D.C.

INDEX BUREAU

62-14254-1
DEPT. OF STATE

Alleged imprisonment of "Miss Jam-
son", Am. citizen, in Turkey.

Am. Embassy (Leishman)
Turkey, #672

June 8, 1908.

Encloses copy of clipping from
the New York World of May 22, 1908,
concerning the imprisonment of a
Miss Jamson, an American, and an
alleged political plot against the Em-
Sultan, and reports that the Em-
bassy has absolutely no knowledge
of any such case, and that the
statements in the article are lies.
H. (Rec'd June 22, 1908)

1 Encl.

SECRET
JUN 23 1908

Dele.

And T. Pure 26. E.
S. Y. S. 311-14

DIPLOMATIC
BUREAU
JUN 23 1908

Mr. Leishman to the Secretary

Subject

Alleged imprisonment of an American woman

Synopsis

Clipping from N.Y. "World" in regard to such an
imprisonment and alleged political plot against the
Sultan. The Embassy has absolutely no knowledge of
any such case, and statements are absolute lies.
Impossibility of Embassy acting as alleged in such case.

INDEX BUREAU

IN #
14

AMERICAN EMBASSY,
CONSTANTINOPLE.

No. 672

June 8th, 1908.

S I R .

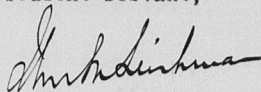
document
... Miss Jameson, is an absolute lie.
To the best of my knowledge no such person exists, nor can
I conceive of any circumstances allowing any American to be
imprisoned in Turkey unknown to the Embassy, or of the Em-
bassy refusing to take action in behalf of such individual
out of consideration for the Sublime Porte.

I would hesitate to even bring a story of this
nature to the notice of the Department were it not for the
numerous well meaning but misguided persons at home who
might ask of you an explanation of the case and of the sup-
posed remissness of my action as Ambassador to Turkey.

I have the honor to be, Sir,

Your obedient servant,

Enclosure:



From the New York World of 22 May 1908.

To the Honorable Elihu Root,
Secretary of State, Washington, D.C.

Co
"C
s
M
A
t
h
i
a
p
a
P
y
s
f
I
T
C
f
P
f
h
h

Copy.

From the "New York World", 22 May 1908.

"AMERICAN WOMEN PLOT SULTAN'S DEATH

"Seventy-five Persons in Prison in Constantinople Are Accused of Complicity.

(Special Correspondence of The World.)

"CONSTANTINOPLE, May 4.-- The recent discovery of a plot to assassinate Sultan Abdul Hamid has greatly agitated the Sublime Porte. Much mystery surrounds the personality of Miss Mary Jameson, an American woman, who is in prison, charged with high treason. More than seventy-five persons are in prison today, all supposed to have participated in a plot to blow up the Yildiz kiosk and other institutions on an appointed day. Most of them are foreigners, or at least all of them carry French, Russian, Bulgarian or American passports. Four of them are women, one French, two Bulgarian and an American. "Just who 'Miss Jameson' is no one knows. She has a passport, speaks English, claims to be a naturalized American citizen, yet Minister Leishman has not appeared in her behalf. Mr. Leishman says he never heard of her till she was arrested, and his interference would be an embarrassment to the Porte. The people in the Levant look upon Leishman as a timid man and inclined to flatter Turkish authorities, to the discredit of American prestige in the Orient. "The Porte has ample proof, it is said, that Mr. Hajebiar, first dragoman of the Russian Embassy, is the head of the plotters. Russian Ambassador Zinovieff permitted Hajebiar to go to the Porte for examination. When Tewfik Pasha told him that many prisoners had confessed him as the leader of the plot the dragoman shrugged his shoulders and said not a word.

Yesterday

From the "New York World", 22 May 1908.

"AMERICAN WOMAN PLOT GULIAN'S DEATH"

"Seventy-five persons in prison in Constantinople are

Accused of Complicity.

(Special Correspondence of The World.)

"CONSTANTINOPLE, May 4.-- The recent discovery of a plot to assassinate Sultan Abdul Hamid has greatly agitated the Sultan's Porte. Much mystery surrounds the personality of Miss Mary Jameson, an American woman, who is in prison, charged with high treason. More than seventy-five persons are in prison today, all supposed to have participated in a plot to blow up the Yildiz Mosque and other institutions on an appointed day. Most of them are foreigners, or at least all of them carry French, Russian, Bulgarian or American passports. Four of them are women, one French, two Bulgarian and an American.

"Just who 'Miss Jameson' is no one knows. She has a passport, speaks English, claims to be a naturalized American citizen, yet Minister Delaman has not appeared in her behalf. Mr. Delaman says he never heard of her till she was arrested, and his interference would be an embarrassment to the Porte. The people in the streets look upon Delaman as a timid man and inclined to flatter Turkish authorities, to the discredit of American prestige in the Orient.

"The Porte has ample proof, it is said, that Mr. Hajebedin was the head of the Russian Embassy, is the head of the plot, Russian Ambassador Elievitch permitted Hajebedin to go to the Porte for examination. When Tewfik Pasha told him that many prisoners had confessed him as the leader of the plot the discomfited Hajebedin shouldered and said not a word.

Yesterday.

"Yesterday forty-three Armenians and nine Turks were arrested, many of them high officers. They are said to be members of the Armenian-Turkish revolutionary alliance, whose aim is to dethrone the Sultan and establish a parliamentary government in Turkey. The bombs which they supplied to the plotters are said to have cost \$200 apiece.

"Last Friday the Sultan declined to attend the Selamluck ceremonies and Dr. Birr was called to the Palace to attend him. Today's bulletin announced that the health of the 'Shadow of Allah' was excellent.

"The Sultan's worries are increasing every day with the advancement of Western ideas and Western civilization among the higher class of Turks. Izzet Pasha, the Turkish Minister at Madrid, was called back and humiliated for writing a book and publishing it in Paris. The title of Izzet Pasha's book is 'How Other Thrones Were Lost'. The Ambassador was summoned to return at once because higher military duties were awaiting him at home.

"Izzet Pasha returned in haste, but he was met at Stamboul by an officer of the palace, who announced to him that the office which he was called to fill had been intrusted to another, and further, that the master (Sultan) did not care to have him call at the palace to pay his tribute of respect to the Khalif, as is customary in Turkey.

"Izzet Pasha is now at the Hotel Palace in Pera, the European head-quarters in Constantinople. He is left penniless. He is under constant surveillance. Had he not been called back with words of flattery and false promises he would never have left European shores. He knows that the bow-string is the Sultan's weapon for those who have differed from him in thought. The foreign belief that the Sultan's court no longer had recourse to midnight murder of high officials without trial is negated by a long series of sudden deaths among Turkish dignitaries who had the misfortune to lose the favor of Abdul Hamid or of his creatures."

"Yesterday forty-three Armenians and nine Jews were arrested, many of them high officials. They are said to be members of the Armenian-Turkish revolutionary alliance, whose aim is to overthrow the Sultan and establish a parliamentary government in Turkey. The houses which they occupied in the districts are said to have cost \$2000 apiece.

"Last Friday, the Sultan declined to attend the celebration ceremonies and Mr. Birk was called to the Palace to attend him. Today's bulletin announced that the health of the Sultan of Afghanistan was excellent.

"The Sultan's work is interesting every day with the advancement of Western ideas and Western civilization among the higher class of Turkey. Ismail Pasha, the Turkish Minister of Marine, was called back and busied for writing a book and publishing it in Paris. The title of Ismail Pasha's book is 'How Water Engines Were Lost'. The Ambassador was summoned to return at once because his military duties were awaiting him at home.

"Ismail Pasha returned in haste, but he was met at the head of an officer of the palace, who announced to him that the office which he was called to fill had been entrusted to another and further, that the master (Sultan) did not care to have him call at the palace to pay his tribute of respect to the Sultan, as he was necessary in Turkey.

"Ismail Pasha is now at the Hotel Palace in Paris, the European head-quarters in Constantinople. He is left penniless. He is under constant surveillance. Had he not been called back with words of flattery and false promises he would never have left European shores. He knows that the new spring in the Sultan's favour for those who have differed from him in thought. The foreign belief that the Sultan's throne is insecure and insecure to the might of high officials who have been negatively by a long series of sudden deaths among Turkish dignitaries who had the advantage to lose the favor of Abdul Hamid or of his successor.

DEPARTMENT OF STATE,
WASHINGTON.

Serial No. 392.

June 26, 1908.

The Honorable

John G. A. Leishman,
American Ambassador,
Constantinople.

Sir:

I have to acknowledge the receipt of your No. 672, of the 8th instant, enclosing a copy of an article published in the NEW YORK WORLD, regarding the alleged imprisonment in Constantinople of an American woman, Miss Jameson, in connection with a supposed plot against the Sultan. Your statement, that these allegations in the article mentioned are false, is noted.

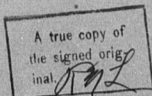
The Department has had no communication on this subject, and has received no inquiry concerning the alleged arrest of a "Miss Jameson."

I am, Sir,

Your obedient servant,

ALVEY A. ADEE.

Acting Secretary.



CHIEF CLERK,
JUN 13 1908

Mr. Carr.

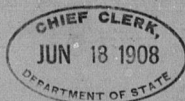
I see no reason
for changing the
practice. The person
who receives the
small lots of onions
from farmers may
be considered the
agent of the New
York firm to which
he makes the ship-
ment. It is the
practice of the
large marketing
firms in this
country to have
agents abroad

CHIEF CLERK,
JUN 18 1908

to collect goods
and consolidate
them into one
shipment.

Let it run for
present at least.
I am sure satisfied
with present condition.
H.H.
So much for this
when he comes
here.

DEPT. OF STATE



No. 16. Hamilton, Bermuda,

June 10, 1908.

Subject:

Suggesting that an instruction be sent to the Consul at Hamilton, Bermuda, in regard to the manner in which invoices should be signed by shippers who are merely commission merchants.

The Honorable

The Secretary of State,

Washington, D.C.

A handwritten signature in dark ink, appearing to be "J. L. S.", written over the typed name of the Secretary of State.

Sir:

At the two Consular offices in Bermuda I found that the system of shipping onions and other island products renders a strict enforcement of paragraph 672 C.R. difficult. Not wishing to obstruct trade, I accordingly advised the Consul at Hamilton not to insist upon a change of a long established practice until I had presented the question to the Department and obtained its decision.

The Bermudian exports to the United States consist of onions and a few other agricultural products, most of which are subject to duty at specific rates.

These goods are consigned for sale and the declarations are made on Form No. 139.

Most of the Bermudian owners of these unsold exports are small farmers, many of them being Portuguese.

These farmers do not export directly, the export trade being in the hands of about a dozen commission firms at

Hamilton.

Hamilton. These commission houses, although they have no property interest in the wares other than the commission charged by them for their services, appear in the Consular invoices as principals. Small lots belonging to at least a dozen, and often as many as thirty or forty, small owners are covered with one Consular invoice. Most of these small lots are less than \$100 in value and, consequently, they would not need a certified invoice if shipped separately, but one shipper informed me that out of about forty lots covered by his last invoice probably a dozen each exceeded \$100 in value.

Under the Customs Administrative Act and the Regulations can such commission houses act as principals in the manner described above? One of them explained to me that he had a certain additional property interest in the shipments arising from his having advanced money to the owners, money which was to be repaid from the proceeds of the sales in New York; but this is not true in all cases.

The practice which I undertook to correct and which attracted my attention to this matter was the following:

Form No. 139 provides for the signing of the declaration by the "Owner or his duly authorized Agent." Finding that the blank at the top of the form was being filled in with the words "Agent" or "Joint Agent" and that these words were added to the signature of the commission house at the foot of the declaration, I suggested to the Consul that the use of the word "Owner" would better satisfy the requirements

of paragraph 672 C.R. When I learned that the shipper is not really the owner, I inquired whether he was duly authorized by the owner's power of attorney, adding that in that event the declaration should be signed in the name of the real owner with the name of the commission house appended as Agent. I then learned that each invoice is a consolidation of the shipments of many small owners and that it would be inconvenient, if not directly irregular, to sign all of their names to the declaration and invoice.

So far as I can see, the only way to strictly enforce the regulations would be to require the filing of the powers of attorney (Form 104) of the real owners and insist upon the separate certification of an invoice for each lot valued at more than \$100, leaving the smaller lots to go without certified invoices.

If a change of practice be thought advisable, I suggest that an instruction in this sense be sent to the Consul at Hamilton.

As the present practice is one of long standing, and as most of the exports are not subject to ad valorem rates, and also because I found that the shippers at Hamilton were not pleased with my suggestion, I decided to refer the matter to the Department for consideration.

I have the honor to be, Sir, your obedient servant.

George H. Murphy.
Consul General at Large.

INDEX BUREAU

Q 2 14255 1308

DEPT OF STATE

RECEIVED
JUN 24 1908
BUREAU

Preparation of invoices of commission merchants, shippers from Hamilton, Bermuda.

Am. Cons. Gen'l at Large (Murphy) # 16
Hamilton, Bermuda.

June 10, 1908.

Submits suggestions in regard to the preparation of invoices of commission merchants, shippers from Hamilton, Bermuda, and calls attention to the practice now in vogue in Bermuda whereby commission houses consolidate numerous small shipments under one invoice.
(Rec'd June 15, 1908)

*Examine this part
of memo for Mr. Carr*

*Free for present
W*

INDEX BUREAU

CONSUL
JUN 24 1908

No. 63.

Bellevue Apartments, Metcalfe Street,

Montreal, March 24, 1910.

Subject:

Invoice from plantations at Hamilton, Bermuda. Supplementing my despatch No. 16, of June 10, 1908.

The Honorable

The Secretary of State,

Washington, D.C.

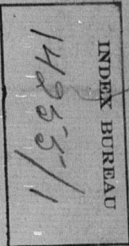
Sir:

I have the honor to again invite your attention to the fact that, owing to an apparent lack of information or firmness or interest on the part of the Consul at Hamilton, Bermuda, shipping practices have there been evolved which are in direct conflict with Consular Regulations and Departmental instructions relating to the certification of invoices.

After the first inspection I brought this same matter to the knowledge of the Department in my despatch No. 16 of June 10, 1908, in which I recommended that Consul Greene be instructed as to what change of practice was thought necessary.

When I recently visited Bermuda, I found that the Consul had received no instruction in the matter and that no change had been made in the practices which seemed to me not only to be irregular but to nullify the meaning and value of Consular certification and to make the Instructions of the Department on the subject of no effect.

I therefore inquired still more closely into the matter than I did at the time of my first visit and have the honor to append a brief statement of the practices which seem to me to conflict with law or regulations, recommending that such instructions as may seem necessary be sent to the Consul at Hamilton, Bermuda.



Make me a memo this morning

July 1916
FEB 2 1916

Most of the exports from Bermuda to the United States are agricultural products subject to specific rates of duty. Certain vegetables and flowers, however, pay ad valorem duty.

It is the practice at Hamilton to make all invoices of such wares on the white (consignment) form No. 139, irrespective of the question as to whether the goods are shipped in consignment to the New York firm or have been actually purchased by such firm. Vice Consul Allen, who is a member of one of the largest commission houses in Bermuda, frankly informed me that it sometimes happens that one invoice is made to cover, in defiance of regulations, both consigned goods and merchandise actually purchased by the New York house, the result being the saving of a \$2.50 fee for the shipper and a corresponding loss to the Government.

In Bermuda the export business is in the hands of about a dozen commission houses. The small farmers do not themselves attend to the shipment of the wares produced by them for the New York market. The Hamilton commission merchant acts in two different capacities, his commission in both cases being stated in the invoice as 5%. Shortly before the sailing of a steamer for New York, the small farmers bring to the Hamilton merchants such wares as they have ready for shipment. If he finds that the farmer needs cash so much as to make him willing to accept a cheap spot price, the merchant buys outright and charges the New York house 5% commission in the invoice, among the charges added to the total price paid to the farmer. If the cash price offered is not satisfactory to the farmer, the wares are sent in consignment to the New York ^{house}, all such separate purchases and consignments ^{through} ~~from~~ the same merchant to the same New York house being covered by one invoice containing no mention of the various owners. The com-

mission merchant presents no powers of attorney either from his New York principal or from the Bermudian farmers for whom he acts. He signs the declaration and invoice in his own name as a principal, though in some cases instead of directly and misleadingly describing himself at the top of declaration No. 139 as "owner" of the wares the evasive and meaningless words "Agent" or "Joint Agent" are inserted. Frequently the shipments of several different owners covered by one and the same Consular invoice each exceed \$100 in value. Thus not only is money saved to the shippers and lost to the Government through the evasion of payment of fees prescribed by law but the number of entries at the Custom House is reduced and more money in this way saved for the owners of the merchandise. Mr. Allen even informed me that it sometimes happens that two different Hamilton merchants, having shipments by the same steamer to the same New York house, cover their shipments with one and the same Consular invoice, thus again depriving the Government of a fee unlawfully.

It has been stated above that the commission merchant signs the declaration and invoice as principal, in spite of the fact that he has no property interest in the wares beyond his commission and, occasionally, a claim for money advanced which is to be settled from the proceeds of the sale of the wares in New York. Although, in the case of consigned goods, the Hamilton merchant's 5% commission is based upon the amount ultimately received for the wares after they have been sold by the New York house, it is customary to state in the Consular invoice as "market value" the price which the Hamilton merchant paid, or was willing to pay, to the small farmer for his wares and to add, under the heading "charges", 5% of this amount as "commission". I held that correct export statistics cannot be

obtained from such invoices as they do not show the correct market value or price at which the commission merchant would be able and willing to sell, and as they do not contain a full and correct statement of the charges. Mr. Allen informed me that, in spite of the shipper's declaration in Form No. 139 "that no different invoice has been or will be furnished to anyone", it is customary to send the New York house a so-called "commercial invoice" containing, among other things, the names of the various small consignors whose wares are covered by the Consular invoice but whose names do not appear therein. It is also customary to send a separate statement of charges which does not always agree with the statement made at the end of the certified invoice.

In view of the facts stated above, I confidently believe that the Department will agree with me that, largely through carelessness or lack of expert knowledge on the part of the Consul at Hamilton, looseness in shipping practices there has not been properly restrained. As no intelligent control has been exercised by the Consul, the tangle has gradually grown worse. I neither assert nor believe that Bermuda shippers have intentionally violated regulations. Mr. Allen, for instance was perfectly frank and straightforward in his description of existing practices of his own and other firms. Shippers have gradually adopted these practices simply because they were found convenient and because attention was not called to any irregularity therein.

Although I brought up these questions two years ago in conversation with Consul Greene, when I again discussed the matter with him recently he asked: "But how am I to know when a shipper does any of these things mentioned by you?" I suggested alertness and the asking of questions.

It is true that, as stated above, most of the exports to the United States from Bermuda are not subject to ad valorem rates of duty and that, consequently, less loss to the revenue results from the practices mentioned than might otherwise be the case; but it is also a fact that the efficiency of the Service must suffer if regulations are not uniformly enforced. Moreover, in order to secure correct statistics, the strict and uniform enforcement of prescribed regulations is important everywhere, just as much in the case of duty-free merchandise as in the case of wares subject to ad valorem rates of duty. Furthermore, unless I am misinformed, both in the Department and in Congress it is desired that the Consular Service shall be made as nearly self-supporting as possible. For this reason it does not seem right that shippers should be permitted to evade the payment of prescribed fees as explained above, nor is it fair to competing shippers that they are permitted to secure this pecuniary advantage.

I have the honor to be, Sir,

Your obedient servant,

George H. Murphy,
Consul General at Large.

Ho

DEPARTMENT OF STATE
CONSULAR BUREAU

THE INVOICE QUESTION AT HAMILTON, BERMUDA.

Very briefly, shippers appear to violate the Consular Regulations in this manner:

Consolidate a number of small shipments under one invoice, oftentimes said consolidation covering several shipments that are each over \$100. in value.

The commission merchants act without proper powers of attorney, signing as 'agent' or 'joint agent'. (Apparently not done with intention to defraud).

Purchased and consigned goods are often placed on one invoice, thus saving a fee of \$2.50. (Paragraph 663, Consular R.).

GOING INTO DETAILS.

Consul-General at Large George H. Murphy, in despatch No. 16, of June 10, 1908, says:

"The Bermudian exports to the United States consist of onions and a few other agricultural products, most of which are subject to duty at specific rates. These goods are consigned for sale and the declarations are made on form No. 139" (Copy attached).

Most of the Bermudian owners of these unsold exports are small farmers. They do not export directly, the export trade being in the hands of about a dozen commission firms at Hamilton, who have no property interest in the wares other than the commission charged by them for their services. Yet these commission merchants appear as principals in the consular invoices. Small lots, scattered among a number of farmers are covered with one invoice. Most of the lots are less than \$100. in value, and consequently, would not need a certified invoice if shipped separately. One shipper, however, said that out of about forty lots covered by his last invoice, probably a dozen each exceeded \$100. in value.

DEPARTMENT OF STATE
CONSULAR BUREAU

-2-

Form No. 139 provides for the signing of the declaration by the owner or his duly authorized agent. Finding that the blank at the top of the form was being filled in with the words 'Agent' or 'Joint Agent', and that these words were added to the signature of the commission house at the foot of the declaration, Mr. Murphy suggested that the word 'owner' would better be used, in accordance with Paragraph 672 of the Consular Regulations. It then developed that the merchant was not the owner, or authorized agent, and that the invoice consisted of the consolidation of several small shipments. They said it would be inconvenient to sign so many names to the declaration and invoice.

From Mr. Murphy's No. 63, of March 24, 1910:

"Vice Consul Allen, who is a member of one of the largest commission houses in Bermuda, frankly informed me that it some times happens that one invoice is made to cover, in defiance of regulations, both consigned goods and merchandise actually purchased by the New York house, the result being the saving of a \$2.50 fee for the shipper and a corresponding loss to the Government."

In the same despatch, Mr. Murphy said that many consignments are sent through one merchant to the same New York house, covered by one invoice, containing no mention of the various owners. The commission merchants present no powers of attorney from either the New York principals or from the Bermudian farmers for whom they act, but sign the declarations and invoices in their own names as principals, though some times they insert the evasive and meaningless words "Agent" or "joint agent".

In the case of consigned goods, it appears that oftentimes the commission merchant's commission is based upon the amount ultimately received for the wares after they have been sold by the New York house, though he states in the consular invoice as "market value", the price paid to the small farmer for his wares, and adds, under the heading 'charges', 5% of this amount as "commission". This would appear to be clear case of undervaluation.

A POSSIBLE REMEDY.

Mr. Murphy said, in despatch No. 16, June 10, 1908:

DEPARTMENT OF STATE
CONSULAR BUREAU

- 3 -

"So far as I can see, the only way strictly to enforce the Regulations would be to require the filing of the powers of attorney (Form 104) of the real owners and insist upon the separate certification of an invoice for each lot valued at more than \$100., leaving the smaller lots to go without certified invoices!"

INVOICE.

190

Invoice of

...consigned

by _____, of _____

to _____, of _____

to be shipped per

[illegible]

The above invoice is correct and true.

(Signature of manufacturer or owner or agent of either.)

CONSULAR CERTIFICATE.

(Date)

I do hereby certify that the invoice described in the inclosure hereto was this day produced to me by the signer of the said declaration.

I do further certify that I am satisfied that the person making the declaration hereto annexed is the person he represents himself to be, and that the prices given in the invoice agree with the actual market value or wholesale price of the merchandise described in the said invoice in the principal markets of the country at the time of exportation, excepting as noted by me in a said invoice, or respecting which I shall make special mention to the proper authorities.

I further certify

a fee of \$2.50 United States gold, equal to (local money) been paid by affixing stamps to the duplicate copy of this certificate.

Witness my hand and seal of office the day and year said.

-13-

American

Declaration of Owner or his Duty Authorized Agent
Covering Goods Shipped Without Sale.

I, the undersigned, do solemnly and truly declare that I am

of the merchandise in the within invoice mentioned and described; that the said invoice is in all respects correct and true, and was made at the place named therein, whence said merchandise is to be exported to the United States of America; that said invoice contains the actual market value or wholesale price of the said merchandise at the date hereof in the principal markets of this country; that said actual market value is the price at which the merchandise described in the invoice is freely offered for sale to all purchasers in said markets, and that it is the price which I would have received, and was willing to receive, for such merchandise sold in the ordinary course of trade in the usual wholesale quantities, and that it includes all charges thereon and the actual quantity thereof; and that no different invoice of the merchandise mentioned in the said invoice has been or will be furnished to anyone. I further declare that it is intended to make entry of said merchandise at the port of

in the United States of America. I further declare

Dated at _____, 190 _____, this _____ day of _____.

NOT PURCHASED BY IMPORTER.

Invoice No. _____ issued in {TRIPPLICATE.
QUADRUPPLICATE.

Certified _____, 190 _____

AMERICAN CONSULAR SERVICE

AT

Date, _____, 190 _____

Consignor, _____

Consignee, _____

Name of vessel or railroad _____

Port of shipment, _____

Port of arrival, _____

Port of entry, _____

Amount of invoice, _____

Kind of goods, _____

CUSTOM-HOUSE INDORSEMENT.

No. _____

Importer, _____

Vessel, _____

From _____

Arrived _____

KIND OF ENTRY:

MARKS, QUANTITY, AND CONTENTS:

*Consular officers will leave all of above indorsement blank. It is to be filled in only at the custom-house the port of entry.

X
AMERICAN CONSULAR SERVICE.

Hamilton, Bermuda, April 20th, 1910.

My Dear Mr Murphy,

I have given you a long dose to take-but really I could not make it any shorter or I would have done so-The only thing that is of real regret is that we can not see how to manage that invoice matter any better. I remember that you said about the same things when you were here before-we then went into the matter as we have just now only Mr Allen was not one of us then and we did not have his practical knowledge as a shipper and also an enthusiastic Consular Officer, to confer with. I am glad that you came for I wish to have this office known as an orderly well conducted one and mean that it shall be so considered.

We were sorry, Mrs Greene and I, that you did not write a note about your journey up, how Mrs Murphy stood the voyage and of her health and condition after her visit to our little land. Now take your pen (or machine) and write us a friendly note-it will not be filed in "Misc. Of." and do tell us about both of you and how you are what you are doing and where you are. a friendly letter that we shall be glad to receive.

Since you left us we have had a rush in the hotels and a rush of work in the office- Mr Potter had a hard time in getting his accounts for the quarter- both his and Mr Higinbotham's but finally they were all sent in-I think there were nine papers each is in all that had to be sent to the Auditor from the Agency-then he has had his little daughter down with a very mild case of scarlet fever that also bothered him in making out the accounts.

CONSULAR CERTIFICATE.

(Date) _____

I do hereby certify that the invoice described in the invoice-
 thereof was this day produced to me by the signer of the
 said declaration.
 I do further certify that I am satisfied that the person
 making the declaration hereto attached is the person he repre-
 sents himself to be, and that the prices given in the invoice agree
 with the actual market value or wholesale prices of the merchandise
 described in the said invoice in the principal markets of
 the country at the time of exportation, excepting as noted by me
 in said invoice, or respecting which I shall make special
 communication to the proper authorities.

I further certify _____

a fee of \$2.50 United States gold, equal to _____ local currency,
 has been paid by affixing stamps to the duplicate copy of this
 instrument.

Witness my hand and seal of office the day and year
 stated.

but the child is recovering rapidly now and he is about among peo-
 ple-The Royal Mail Co propose to run a weekly line to Hamilton all
 through the summer-,the other line will not be left behind so we
^{are} promised two steamers a week right along until thw late autumn when
 there will be three each week and one a week to St George,the poor
 Consul will have to keep on the jump or get left-

Must stop to write out a report on "Horse shoeing in Foreign
 lands with photos -very important?.

Mrs Greene unites with me in kindest expressions to you both
 most sincerely your friend and servant

Macneil Greene

AMERICAN CONSULATE,

HAMILTON, BERMUDA, APRIL 20th, 1910.

HONORABLE

G. H. MURPHY,

Am. CONSUL at LARGE,

WASHINGTON. D. C.

SIR:

I have the honor to acknowledge the receipt of your communication from New York of the 24th ultimo, relating to matters in this office, in a series of questions, numbered.

1. Your letter is filed in "Miscellaneous Official" book.
2. Worn die I threw into the harbor in deep water. requisition for new stamp has been made-it should be here on Friday's mail-it will be kept under "lock and key".

3. Office key. A yale lock on lower door and office door.

A safer deposit-hiding place-will be used until a third key will be received.

3. Fee Stamp account. I have adopted your suggestion of a separate acc't for home office and for Agency-and a joint account-all on one page-One can see at a glance now the whole account and have no questions to ask. You will remember that as soon as I took hold of the said account that in a few moments I showed you that it was correct. but I must acknowledge that it was a clumsy method and that no such methods are in use now nor will be again.

4. Form for duplicate invoice in shipping whiskey. I have instructed the shippers in future to use the regular forms no 129-ret'd Am goods, for original duplicate and triplicate. If it is necessary as it seems to be-th have the signature of the Receiver General certified it can be done in the customary manner on a separate form to be attached by a ribbon and seal. There was but one Treasury fee collected-to-wit \$ 2.50, the other was a notarial fee for certifying to the signature of the Revr. Gen'l. which is required of Custom House - 24.

THE
OFFICE
OF THE
SECRETARY
OF THE
NAVY
WASHINGTON, D. C.
JANUARY 10, 1900
SIR:
I have the honor to acknowledge the receipt of your letter of the 7th inst. in relation to the proposed purchase of the ship "Albatross" for the service of the Navy. The Bureau of Naval Affairs is at present engaged in a study of the question, and will endeavor to give you a reply as soon as possible. Very respectfully,
J. D. LONG
Secretary of the Navy

If the Department instruct me differently I will conform to such instructions.

5. Copies of letters sent to Dealers, Manufacturers &c in reply to sundry questions.

I have supplied the Department with a list of all dealers agents, and other concerns - this is on file. to constantly send duplicates of such lists would be cumbersome and of no use. I have now a letter asking me for a list of shippers of gen. produce - I will send a copy of the letter and my reply and then state that such lists are in their files - but as very recently a question ^{if not} came that is of importance - I will transmit both questions and answers - as I did in the case mentioned. It was as to rentals, land values, crops and values embracing quite a list of statistics - Just recently a "black rain fell" - I received from Mr Heyl a package of the powder from a gallon of the water and with a short account of the storm, sent it in, then an analysis of the same deposed it was sent me from the Sanitary Officer at Army headquarters - this I sent in also - I will carefully make returns of all matters that might be of interest and so keep the Dept informed. Commercial Relations have received full statistics exports & imports tabulated with no end of smaller tables and copious reports on the financial - the business present and prospective - of the Colony - maritime movement - in fact a very comprehensive reports - for each year from 98 to last May. Just as soon as "the blue book" is ready at the Customs another report with report and multitudinous ¹ tables will be prepared and forwarded. Mr Commercial Relations as I have the name - was in error when he stated to you that no such reports had been rec'd save one report - proof see the ¹ printed reports of Commercial Relations. this is I presume identical with Trade Relations with whom I do not seem to have any correspondence - save in the instance you quote. that seems to be a reply from the Dept on tiles and roofing that was sent to the D. of State, as all our despatches are except these to the Auditor. My reports for Commercial Rtns

if the department instructed me differently, I will conform to such instructions.

I desire to inform you to please, Commissioner.

Very respectfully,
[Signature]

I have enclosed the document with a list of all the names of the other persons - this is an office document and is not confidential.

I have also a letter asking for a list of names of all persons - I will send a copy of the letter and will not have them that are in their files.

I will attempt to answer each question and answer as I find it possible. I am as I possible have various ones and

will be returning under a list of statistics - they regarding which I have not been able to find a package at the

office from a collection and will send with a letter asking for the list.

I have also a letter asking for a list of names of all persons - I will send a copy of the letter and will not have them that are in their files.

I will attempt to answer each question and answer as I find it possible. I am as I possible have various ones and

will be returning under a list of statistics - they regarding which I have not been able to find a package at the

office from a collection and will send with a letter asking for the list.

I have also a letter asking for a list of names of all persons - I will send a copy of the letter and will not have them that are in their files.

I will attempt to answer each question and answer as I find it possible. I am as I possible have various ones and

will be returning under a list of statistics - they regarding which I have not been able to find a package at the

office from a collection and will send with a letter asking for the list.

I have also a letter asking for a list of names of all persons - I will send a copy of the letter and will not have them that are in their files.

I will attempt to answer each question and answer as I find it possible. I am as I possible have various ones and

page 3. Hamilton, Bermuda,

as also letters to the Hydrographer-enclosing "bottle papers" as you know we are not allowed to write to the Depts other than these mentioned-of S & Auditor.

7. I am awaiting the arrival of the Shipman Binders to see what can be done to carry out your suggestions as to indexing and other details-I will be careful to do all possible to make this a model consulate, don't think we are very far behind the very worst of the list. Pasting- must abandon this most convenient method of having my tabulated forms of exports just where they should be- in the invoice book at the end of each quarter-and where they can be readily found and used. also as to the annual inventory-one year following the past years story. also just where it should be for convenience and usefulness-what will the binders do for me in this matter-
8. Miscellaneous Record Book- to be used. will see what I can place in it of value-One such book is a record of steamer arrivals with no. of passengers in and out. and of all bills of health given other than the regular lines and of the weekly health reports. The other contains deaths of American Citizens. In this I can write such events as might be of interest.
9. have written for reg. persons of Chinese race.
10. Will burn the invoices spoken of-as over 5 yrs back.
11. Govt stationery -will observe rule- have not been ever generous in this manner.
12. Cons. Agent sends all accounts in duplicate. have them on file
13. I am insisting on a perfect system being adopted and followed in the Agency that will leave nothing to be desired
14. Circular, May 14/07, cost of package and all other charges are itemized apart from value of mdse in all invoices, as to declaration of shipper-Mr Allen the V&D Consul is, as you know, a shipper: we have gone into this matter as you and he have done and so far we have not found any way to do other than the what has been done. This seems to be an easy matter to do but it is not. Can you, knowing the conditions obtaining

page 4. Hamilton, Bermuda,

in Bermuda, give us a hard and fast rule to work by-I don't see that such a rule can be made for the reasons that Mr Allen gave you-and you may rely on what he said to you-for he is an honest and an intelligent man: how to avoid the combining of owners in one invoice we may remedy but on the other points mentioned it seems doubtful if we can manage to do as you suggest-meanwhile Mr Allen and I are in constant consultation and are awaiting the advices from the Department with no little interest, hoping to find something that we can manage to have observed.

Where a quadruplicate invoice is issued the word "quadruplicate" is left on all others it is crossed out. the last shipment there were 38 invoices, two steamers, all made from 8.30 to 10.15 A.M. you can see that there is but little time to correct or change invoices, perishable goods steamers waiting to be dispatched, bills of health to be made ready-these are prepared as far as can be overnight-what can one do under such conditions-just the best possible and get numbers correct-the business done with as little time wasted as possible. three steamers each week-the Consular Clerk and I do this work- night before last the office had to be opened in the evening for the Trinidad ^{morning & afternoon in both ports} -cargo only-to be made ready for sailing at daylight in the morning-and ships must not be delayed-and they are not from this office.

I hope that I have fairly covered your points if not please let me know and I will add all that you may request.

I have the honor to be Sir,

your obedient servant

*James Green -
Assistant Secy -*

No. 421.

AMERICAN CONSULATE GENERAL,

Marseilles, June 10th, 1908.



SUBJECT : Certificates as to the Purity of
French Olive Oil.

To THE HONORABLE

THE ASSISTANT SECRETARY OF STATE,
WASHINGTON.

SIR :

I have the honor to report, for the information of the Department of Agriculture, that I have been visited today by Mr. L. G. Ern. Milliau, Director of the Official Laboratory of Technical Tests, who has disclosed to me what he describes as the imperfections of the present system, under which shipments of French olive oil to the United States are presumed by the officers of the Department of Agriculture to be pure, when accompanied by a certificate to that effect signed by an "official expert" in this country.

Mr. Milliau, I may remark, is the recognized authority in France in matters relating to fats and oils, and has visited the United States professionally at different times, where he has come into personal contact with Dr. Wiley of the Department of Agriculture. I gather from Mr. Milliau, that it was upon his suggestion in the first instance that certificates issued by French experts were accepted by the American administrative officers as prima facie evidence of the purity of the oils therein described. It was Mr. Milliau's expectation

expectation that the right to issue such certificates would be strictly limited to the small number of laboratories equipped for testing oils, and whose directors possessed the requisite experience for making such tests. It appears now that the authorities have gone beyond his original idea, to the point that certificates are accepted when bearing the signature of any "official expert", regardless of his special aptitude, and as these persons are said to have fallen into the deplorable habit of signing certificates without properly analyzing the merchandise, or assuring themselves that the merchandise shipped is truly represented by the samples submitted, the result is, that the certificates may be depended upon no longer.

I am informed by Mr. Milliau that "official experts" are to be found in nearly every town in France, that they are appointed practically upon their own application, and that only in a very few instances have they any extended knowledge of so extremely delicate a branch of science as the analysis of oils. Even chemists of high standing, and with well-equipped laboratories at their disposition, are alleged to be unfitted for the examination of fats and oils, unless their daily work has to do with these commodities. I possess in my files details in regard to a test made by Mr. Milliau himself, to prove this very point. He composed five samples of sesame oil, this oil being easier of identification than olive oil, and into the samples were placed varying proportions of cotton, peanut

peanut and other oils, after which the bottles were sealed and forwarded to the Municipal Laboratory of Lyons for analysis. In each case the official report of the analysis contained the following summary : "Oil presenting the characteristics of pure sesame oil"! If, argues Mr. Milliau, so reputable a laboratory as the one at Lyons fails utterly to detect adulteration, how can better results be expected from local chemists possessing no special experience and no proper laboratory?

The specific purpose of Mr. Milliau's visit was, to propose that our Government decline to be guided hereafter by "official experts" generally, but indicate to the French oil trade a few laboratories of proved standing as respects fats and oils, the certificates of which might be accepted as presumptive evidence of the purity of the merchandise examined. I observed to my visitor that the certificates which he regarded as valueless were merely utilized by our officials as useful indications, without in any manner diminishing their responsibility to determine, by analysis if necessary, the quality of the oil presented to their inspection; I also remarked that our Government would be ^{most} unlikely to undertake to pass upon the relative qualifications of French chemists, and that the most probable effect of the disclosures would be, to bring into disrepute with our Administration the system of accepting imported goods at the estimate of foreign examiners. Mr. Milliau seemed to feel, however, that if the worthlessness of certificates as now issued were demonstrated in a few cases, it would lead the exporting trade, generally, to consult only

French

French analysts possessing special qualifications, and in that way gradually establish the system upon a better foundation.

Having heard rumors from the trade, at different times, more or less in harmony with Mr. Milliau's remarks, and having also in mind his great reputation as an oil expert, I transmit the foregoing for the confidential information of the Department of Agriculture.

I have the honor to be, Sir,

Your obedient servant,

Robert P. Hamner
Consul General.

Enclosure:

Copy of despatch for the Department of
Agriculture.

INDEX BUREAU

14256

DEPT OF STATE

Certificates as to the purity of

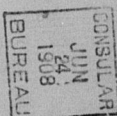
French olive oil.

Am. Consulate Gen'l (Skinner)

Marseille, France. #421.

June 10, 1908.

Report, for the confidential
information of the Department of
Agriculture, that tests made by
the Director of the Official Labor-
atory of Technical Tests disclose
the fact that certificates signed
by an "official expert" do not
necessarily guarantee the purity
of French olive oil shipped to the
U. S. (Rec'd June 20, 1908)



Orig. copy to
Agriculture

Add. by form

June 27, 1908
File - 6a

U. S. France June 22/08

FILE-S. Y. S.

14256

Ca/L

DEPARTMENT OF STATE,
WASHINGTON.

June 27, 1908.

The Chief Clerk,

Department of Agriculture.

Sir:

I enclose herewith, by direction of the Secretary of State, a copy of a dispatch from the Consul General at Marseilles relative to the purity of shipments of French olive oil to the United States.

I am, Sir,

Your obedient servant,

W. J. CARR.

Chief Clerk.

Enclosure:

From Marseilles, France, No. 421, June 10, 1908.

A true copy of
the original
inal. *[Signature]*

INDEX BUREAU

14256

DEPT. OF STATE

Certificates as to the purity of

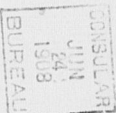
French olive oil.

Mr. Consulate Gen'l (Skinner)

Marseille, France. #421.

June 10, 1908.

Report for the confidential
information of the Department of
Agriculture, that tests made by
the Director of the Official Labor-
atory of Technical Tests disclose
the fact that certificates signed
by an "official expert" do not
necessarily guarantee the purity
of French olive oil shipped to the
U. S.
J. (Rec'd June 20, 1908)



Orig. copy to

Agriculture

Adm. & Gen

June 27, 1908

File in

France June 22/08

FILE-S. Y. S.

14256

Ca/L

DEPARTMENT OF STATE,
WASHINGTON.

June 27, 1908.

The Chief Clerk,
Department of Agriculture.

Sir:

I enclose herewith, by direction of the Secretary of State, a copy of a despatch from the Consul General at Marseilles relative to the purity of shipments of French olive oil to the United States.

I am, Sir,

Your obedient servant,

W. J. CARR.

Chief Clerk.

Enclosure:

From Marseilles, France, No. 421, June 10, 1908.

A true copy of
the original
inal *972*

14256/-

8

The H

Sir:

desp

date

in r

oil.

by M

Labo

Mill

che

fie

som

tha

oft

up

of

th

th

li

209
DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY
WASHINGTON, D. C.



July 9, 1908.

The Honorable,

The Secretary of State.

Sir:

I beg to acknowledge the receipt of a copy of despatch from the Consul General at Marseilles, dated June 10th, 1908, (Consular file number 14256), in re certificates as to the purity of French olive oil. I note particularly the representations made by Mr. L. G. Ern. Milliau, Director of the Official Laboratory of Technical Tests at Marseilles. Mr. Milliau is recognized in this country as being a chemist of renown and skill, and specially qualified to judge of the purity of oils. I note with some concern the statements made by Mr. Milliau that the certificates of purity which are given often by French chemists are not to be relied upon. This is the more to be regretted because of our desire to cultivate with the French trade the most sympathetic collaboration. The cause of the lack of reliability, as set forth by Mr. Milliau, it seems to me may be removed by the action

of the French Government itself. As Consul General Skinner truly says, the authorities of this Department could not undertake to pass upon the relative merits of French experts. I beg you, therefore, to suggest in the proper way to the Consul General, and, if you deem fit, to the French Governor, that this Department would be very pleased to have the experts whose certificates in regard to oil and other food products are intended to accompany importations to this country, designated by the French Government, for example, by the Minister of Agriculture. The Ministry of Agriculture is in exceptionally good position to judge of the qualifications of experts and to select those of undoubted ability and honesty. The Consul General is quite right in supposing that the certificates of purity which accompany imports into this country are accepted only as prima facie evidence of the purity of products. The inspecting officers in this country reserve the right in all cases to make their own examinations. If, as a result of these examinations, we should find that the articles offered for import did not comply with the

requirements of our law, we should not hesitate to notify the importers of our decision, irrespective of the certificate which accompanies the importation.

The matter is one, it seems to me, of some importance in view of the statements made by Mr. Milliau, and this Department would be very glad to have the assistance of the Department of State in securing more trustworthy certifications of the purity of imported food products.

I have the honor to be, Sir,

Your obedient servant,

W L Moore

Acting Secretary.

CS

INDEX BUREAU

DEPT. OF STATE

1425681

Certificates as to the purity of
French olive oil

Dec. 1. July 9, 1908.

Department of Agriculture.

Encloses the contents of #421
of June 10, 1908, from Versailles,
copy of which accompanied Dept's
letter of June 27, 1908, to Dept
of Agriculture, and the situation
relative to the certification to
the quality of French olive oil
imported into the U. S.

States that U. S. inspecting of-
ficers reserve the right to pass
on all food products imported into
the U. S. and suggests that rep-
resentations be made with a view to
the designation by the French
Government of experts who certify
to the quality of French food
products.
Me. (Rec'd July 11, 1908)

CONSULAR
JUL
15
1908
BUREAU

7
DIPLOMATIC
BUREAU

JUL 21 1908

*Copy No 421 from letter
from Versailles letter
letter to Ambassador
while involved in
Olive divided by Gov-
ernment, with the
the French's department
in confidential letter
into the countries to
any nothing that will
nobody, unless the can
and in the middle
after business continues
after regularity*

FILE-S. V. S.

W. France to the

July 22/08.

DEPARTMENT OF STATE,

WASHINGTON.

Serial No. 233.

July 22, 1908.

The Honorable

Henry White,

American Ambassador,

Paris.

Sir:

I enclose herewith copies of a despatch from the Consulate-General at Marseilles and letter from the Department of Agriculture concerning the question of certificates as to the purity of French Olive Oil. The Department of Agriculture states, for the reasons given in its letter, that it would be pleased to have the experts, whose certificates in regard to oil and other food products are intended to accompany importations to this country, designated by the French Government; for example, by the Minister of Agriculture. You will bring this matter to the notice of the French Government in the sense desired by the Department of Agriculture, and in such manner as you may deem most appropriate. I may add that as Consul General Skinner's despatch is confidential you will of course be cautious to say nothing that will identify either the Consul-General or Mr. Milliau, the gentlemen from whom Mr. Skinner derived his information.

I am, Sir,

Your obedient servant,

ROBERT BACON.

Acting Secretary.

Enclosures:

From Marseilles, No. 421, June 10, 1908.

From Department of Agriculture, July 9, 1908.

A true copy of
the signed original
inal.

INDEX BUREAU

CONSULAR

INDEX BUREAU

DEPT. OF STATE

14256/1

Certificates as to the purity of
French olive oil

Dec. 1. July 9, 1908.

Department of Agriculture.

Disseases the contents of #421
of June 10, 1908, from Marseille,
copy of which accompanied Dept's
letter of June 27, 1908, to Dept
of Agriculture, and the situation
relative to the certification to
the quality of French olive oil
imported into the U. S.

States that U. S. inspecting of-
ficers reserve the right to pass
on all food products imported into
the U. S. and suggests that rep-
resentations be made with a view to
the designation by the French
Government of experts who certify
to the quality of French food
products.
Mo. (rec'd July 11, 1908)

CONSULAR
JUL
9
1908
BUREAU

7
DIPLOMATIC
BUREAU

JUL 21 1908

Copy No. 22 from 127908
from Marseille, letter
letter to Ambassador.

While involved in
over demand by Agri-
culture, and the
the demand, despite
is confidential history
into the situation to
any nothing that are
reality with the an-
and the the situation
the history is
is confidential

FILE-S. Y. S.

W. France 14256

July 22/08.

DEPARTMENT OF STATE,
WASHINGTON.

Serial No. 233.

July 22, 1908.

The Honorable

Henry White,

American Ambassador,

Paris.

Sir:

I enclose herewith copies of a despatch from the Consulate-General at Marseilles and letter from the Department of Agriculture concerning the question of certificates as to the purity of French Olive Oil. The Department of Agriculture states, for the reasons given in its letter, that it would be pleased to have the experts, whose certificates in regard to oil and other food products are intended to accompany importations to this country, designated by the French Government; for example, by the Minister of Agriculture. You will bring this matter to the notice of the French Government in the sense desired by the Department of Agriculture, and in such manner as you may deem most appropriate. I may add that as Consul General Skinner's despatch is confidential you will of course be cautious to say nothing that will identify either the Consul-General or Mr. Milliau, the gentlemen from whom Mr. Skinner derived his information.

I am, Sir,

Your obedient servant,

ROBERT BACON.

Acting Secretary.

Enclosures:

From Marseilles, No. 421, June 10, 1908.

From Department of Agriculture, July 9, 1908.

A true copy of
the signed original.
RMZ

INDEX BUREAU

CONSULAT

14756/11

DEPARTMENT OF STATE,

WASHINGTON.

July 22, 1908.

The Honorable

The Secretary of Agriculture.

Sir :

14256/1

I have the honor to acknowledge the receipt of your Department's letter No. 209, of the 9th instant with regard to the despatch, a copy of which this Department furnished on the 27th ultimo, from the Consulate General at Marseilles concerning the question of certificates as to the purity of French Olive oil. In discussing the information contained in the Consul General's despatch your Department states that it would be pleased to have the experts, whose certificates in regard to oil and other food products are intended to accompany importations to this country, designated by the French Government; for example, by the Minister of Agriculture.

In reply I have the honor to say that the matter has been communicated to the Ambassador at Paris with instructions to bring the matter to the notice of the French Government, in the sense of your Department's expressed wish.

I may add that in view of the confidential character
of

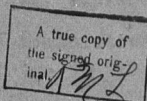
of the information which forms the subject of this correspondence, the Department and the Ambassador will of course be cautious to say nothing that will identify the Consul or Mr. Milliau, the French chemist.

I have the honor to be, Sir,

Your obedient servant,

ROBERT BACON.

Acting Secretary.



No

Th

S

(

G

c

E

E

t

f

s

M

c

v

l

a

n

t

American Embassy,

No.511:

PARIS, October 26th 1908.



The Honorable Elihu Root,
Secretary of State, Washington, D.C.

Sir:-

Referring to the Department's No.233 of July 22, 1908 (File No.14256) enclosing copies of ^a despatch from the Consulate General at Marseilles and a letter from the Department of Agriculture concerning the question of certificates as to the purity of French olive oil, and instructing this Embassy to suggest to the French Government a proposal from the Department of Agriculture to have the Experts whose certificates in regard to oil and other food products are intended to accompany exports to the United States designated by the French Government, for example by the Minister of Agriculture, I have the honor to enclose herewith copy and translation of a note from the Foreign Office on this subject. This note states that the French Government has, by decrees dated May 15 and September 27, designated experts who are alone authorized to deliver valid certificates of purity that may be asked for by exporters, and it gives the names of the expert chemists for olive oils designated by said decree. The French Minister of Agriculture concludes that it is to be presumed that the irregularities ascertained have been made by chemists that were not qualified to deliver certificates of analysis or purity, and states that he would be happy to receive all necessary explanations from our Department of Agriculture to enable his Administration to make a serious inquiry into the irregulari-

ties committed

tier

as

ties committed, and to take the necessary steps to avoid as far as possible, the renewal of such occurrences.

I have the honor to be,

Sir,

Your obedient servant,

Henry Vignaud

INDEX BUREAU

91 142563
2-3

DEPT. OF STATE

Certificates as to the purity of
French olive oil.

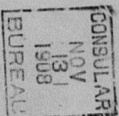
Encl. 2-3.

France.
Oct. 26, 1908.

M. Roubassy (Vignaud) #511

Referring to Dep't's #223 of
July 22, 1908, with enclosures, re-
garding the certification to the
purity of French olive oil, encloses
copy of note from the Foreign Of-
fice on the subject from which it
will be seen that the French Gov't
has designated experts who alone
are authorized to deliver valid cer-
tificates of purity asked for by
exporters, and in which are given
the names of the expert chemists so
designated.

Says the Minister of Agri-
culture concludes that the irregu-
larities have been made by chemists
not qualified to deliver certifi-
cates, and asks for explanations
from Dep't of Agriculture to enable
him to make inquiry and take the
necessary steps to avoid the re-
newal of such occurrences.
H. (Rec'd Nov. 9, 1908)



DIPLOMATIC
BUREAU
NOV 10 1908

*Copy all to Special
three.*

after accordingly

Consular Bureau

PD

*Re Agricultural Notes.
After 12/08.*

File - 62

FILE-S. Y. S.

INDEX BUREAU

Enclosure.

et du 27 Septembre 1907, désigné les établissements auxquels doivent s'adresser les Copistes-Moniteurs qui désirent faire preséder à l'analyse des produits français destinés à l'exportation.

Ministère

des

REPUBLIQUE FRANCAISE.

Affaires Etrangères.

En conséquence, seuls ces experts, et chacun d'eux dans la limite des catégories fixées par ses arrêtés, sont habilités pour délivrer valablement des certificats d'analyse et de pureté qui peuvent leur être demandés par les exportateurs.

PARIS, le 13 Octobre 1908.

Pour les huiles d'olive, les chimistes-experts nommés

par les arrêtés des 15 mai et 27 septembre 1907, sont:

Son Excellence,

M. M. Reiller, directeur du laboratoire municipal de Lyon,

Monsieur Henry White,

21, rue du Bât d'Argent à Lyon (Rhône).

Ambassadeur des Etats Unis à Paris.

Le docteur Beusatz, directeur du laboratoire du bureau municipal d'hygiène de Nice (Alpes-Maritimes).

Monsieur l'Ambassadeur:-

Le docteur Charles Blarez, professeur de chimie à la faculté mixte de Poitiers, en date du 12 Août dernier, Votre Excellence m'a signalé que, d'après les constatations de l'administration fédérale, les déclarations consignées dans les certificats d'experts dont sont accompagnées les huiles d'olive de provenance française, sont quelquefois inexactes.

En vue de remédier aux inconvénients qui peuvent résulter de cet état de choses, vous me demandiez de soumettre à l'examen de M. le ministre de l'agriculture une proposition du ministre fédéral de l'agriculture tendant à ce que les experts chargés de certifier la pureté des huiles et autres produits alimentaires destinés aux Etats-Unis fussent spécialement désignés par le département ministériel compétent. J'ai l'honneur de recevoir M. Ruau, à qui j'avais fait part de cette suggestion, m'a répondu que, dans le but d'organiser d'une façon aussi rationnelle que possible, suivant les régions françaises de production ou les centres d'activité commerciale, l'analyse et la délivrance des certificats de pureté exigés à l'importation dans quelques pays étrangers, pour un certain nombre de marchandises, et sur la proposition du comité consultatif des stations agronomiques et des laboratoires, il a, par arrêtés en date du 15 mai

(Signé)

S. PICHON.

et du

PARIS, le 13 Octobre 1908.

REPUBLIQUE FRANÇAISE.

Ministère des Affaires Étrangères.

Ministère des

Ministère

Ambassadeur des États Unis à Paris.

Monsieur Henry White,

Son Excellence,

Monsieur l'Ambassadeur.

Par une lettre en date du 12 Août dernier, Votre Excellence m'a signalé que, d'après les constatations de l'Administration fédérale, les déclarations consignées dans les certificats d'exportation dont sont accompagnées les huiles d'olive de provenance française, sont quelquefois inexactes.

En vue de remédier aux inconvénients qui peuvent résulter de cet état de choses, vous me demandiez de soumettre à l'examen de M. le ministre de l'Agriculture une proposition du ministre fédéral de l'Agriculture tendant à ce que les experts chargés de certifier la pureté des huiles et autres produits alimentaires destinés aux États-Unis fassent également désigner par le département ministériel compétent.

M. Ruau, à qui j'avais fait part de cette suggestion, m'a répondu que, dans la but d'examiner d'une façon aussi rationnelle que possible, suivant les régions françaises de production ou les centres d'activité commerciale, l'analyse et la délivrance des certificats de pureté exigés à l'importation dans quelques pays étrangers, pour un certain nombre de marchandises et sur la proposition du comité consultatif des stations agronomiques et des laboratoires, il a, par arrêtés en date du 15 mai

et du 27 Septembre 1907, désigné les établissements auxquels doivent s'adresser les particuliers qui désirent faire procéder à l'analyse des produits français destinés à l'exportation.

En conséquence, seuls ces experts, et chacun d'eux dans la limite des catégories fixées par ces arrêtés, sont habilités pour délivrer valablement des certificats d'analyse et de pureté qui peuvent leur être demandés par les exportateurs.

Pour les huiles d'olive, les chimistes-experts nommés par les arrêtés des 15 mai et 27 septembre 1907, sont:

M. M. Bellier, directeur du laboratoire municipal de Lyon, 21, rue du Bât d'Argent à Lyon (Rhône).

Le docteur Beunat, directeur du laboratoire du bureau municipal d'hygiène de Nice (Alpes-Maritimes).

Le docteur Charles Blarez, professeur de chimie à la faculté mixte de médecine et de pharmacie de Bordeaux (Gironde).

Corbeil français, directeur du laboratoire municipal et du bureau d'hygiène de Toulon (Var).

Gassend, directeur du laboratoire agricole, 4, place du Change à Marseille (Bouches du Rhone).

Gayon, doyen de la faculté des sciences de Bordeaux (Gironde).

M. Ruau conclut qu'il est à présumer que les auteurs des irrégularités constatées par les autorités fédérales ont été commises par des chimistes n'ayant pas qualité pour délivrer des certificats d'analyse ou de pureté à des produits français destinés à l'exportation.

Dans ces conditions, mon collègue serait heureux de recevoir toutes explications nécessaires de la part du ministère de l'agriculture des Etats-Unis, afin de permettre à son administration de se livrer à une enquête sérieuse sur les irrégularités commises et de prendre les dispositions nécessaires pour éviter, autant que cela est possible, le retour de pareils faits.

Agréez les assurances de la très haute considération avec laquelle j'ai l'honneur d'être,

Monsieur l'Ambassadeur, etc. etc.

(Signé)

S. PICHON.

et du 27 septembre 1907, désigné les établissements auxquels
doivent adresser les particuliers qui désirent faire procéder
à l'analyse des produits français destinés à l'exportation.

En conséquence, seuls ces experts, et chacun d'eux dans
la limite des catégories fixées par ces arrêtés, sont habilités
pour délivrer valablement des certificats d'analyse et de pureté
qui peuvent leur être demandés par les exportateurs.

Pour les huiles d'olive, les chimistes-experts nommés
par les arrêtés des 15 mai et 27 septembre 1907, sont :

M. M. Bellier, directeur du laboratoire municipal de Lyon,
21, rue du Bât d'Argent à Lyon (Rhône).

Le docteur Bennet, directeur du laboratoire du bureau munici-
pal d'hygiène de Nice (Alpes-Maritimes).

Le docteur Charles Biazet, professeur de chimie à la faculté
mixte de médecine et de pharmacie de Bordeaux (Gironde).

M. Corbelli français, directeur du laboratoire municipal et du
bureau d'hygiène de Toulon (Var).

M. Gassand, directeur du laboratoire agricole, 4, place du
Champs à Marseille (Bouches du Rhône).

M. Gayon, doyen de la faculté des sciences de Bordeaux (Gironde).

M. Ruan conclut qu'il est à prescrire que les auteurs des
irrégularités constatées par les autorités fédérales ont été
commis par des chimistes n'ayant pas qualité pour délivrer des
certificats d'analyse ou de pureté à des produits français destinés
à l'exportation.

Dans ces conditions, mon collègue serait heureux de
recevoir toutes explications nécessaires de la part du ministère
de l'Agriculture des Etats-Unis, afin de permettre à son admini-
stration de se livrer à une enquête sérieuse sur les irrégulari-
tés commises et de prendre les dispositions nécessaires pour
éviter, autant que cela est possible, le retour de pareille faute.

Après les assurances de la très haute considération
avec laquelle j'ai l'honneur d'être,
Monseigneur l'Ambassadeur, etc. etc.

S. PICHON.

(Signé)

Enclosure.

should address himself.

Translation.

Consequently, these experts only, and each one in the Ministry the categories fixed by these decrees, are authorized to deliver valid certificates of analysis. **REPUBLIQUE FRANCAISE.** Foreign Affairs, etc.

For olive oils the expert chemists named by the decrees of May 15 and September 27, 1907 are:

Messrs. Bellier, Director of the Municipal Laboratory at Lyon, His Excellency,
21, Rue du Bat d'Argent à Lyons (Rhône).

Mr. Henry White,
Dr. Boumat, Director of the Laboratory of the Municipal American Ambassador, Paris.
Bureau of Hygiene of Nice (Alpes Maritimes).

Dr. Charles Eliez, Professor of Chemistry at the Mixed Mr. Ambassador:-
Faculty of Medicine and Pharmacy at Bordeaux (Gironde).

By a letter dated 12th. August last, Your Excellency pointed out to me that according to the findings of the federal administration, the declarations made in the experts' certificates accompanying olive oils of French origin are sometimes inexact. Dean of the Faculty of Sciences of Bordeaux (Gironde).

With a view to remedying the disadvantages that can result from this state of things, you ask me to submit to the examination of the Minister of Agriculture a proposition from the Federal Minister of Agriculture suggesting that the experts charged with certifying as to the purity of oils and other alimentary products destined for the United States be specially designated by the competent Ministerial Department. I am happy to receive Mr. Ruau, to whom I had communicated this suggestion, answered me that with the object of organizing in as rational a manner as possible according to the French regions of production or the centres of commercial activity the analysis and delivery of certificates of purity demanded upon importation into some foreign countries for certain merchandise, and, upon the proposition of the "Comité consultatif des stations agronomiques et des laboratoires" he has, by decrees dated May 15 and September 27, 1907, designated the establishments to which any person who wishes to have French products destined for exportation analyzed,

wishes to have French products destined for exportation analysed,
27, 1907, designated the establishments to which any person who
des Laboratories" he has, by decrees dated May 15 and September
ation of the "Comité consultatif des stations expérimentales et
foreign countries for certain merchandise, and, upon the propo-
of certificates of purity demanded upon importation into some
or the centres of commercial activity the analysis and delivery
manner as possible according to the French regions of production
answered me that with the object of organizing in as rational a
Mr. Ruan, to whom I had communicated this suggestion
designated by the competent Ministerial Department.

mentary products destined for the United States be especially
charged with certifying as to the purity of oils and other ali-
the Federal Minister of Agriculture suggesting that the experts
examination of the Minister of Agriculture a proposition from
result from this state of things, you ask me to submit to the
With a view to remedying the disadvantages that can
inexact.

dates accompanying olive oils of French origin are sometimes
administration, the declarations made in the experts' certifi-
pointed out to me that according to the findings of the federal
By a letter dated 12th August last, Your Excellency
la docteur Charles Nicot, professeur de chimie à la Faculté
Mr. Ambassador:- (Monsieur l'Ambassadeur).

La docteur Remy, directeur du laboratoire du Bureau municipal
St. The American Ambassador, (Paris, 1907).
Mr. Henry White, (Ambassadeur britannique à Paris,
His Excellency, was in Paris at 27 September 1907, when

the Government last 3-4 November last, Paris, October 13, 1908.
Foreign Affairs.
Ministry
of
REPUBLICQUE FRANÇAISE

Ministère des Affaires Étrangères
Translation.
Paris, 1907.

should address himself.

Consequently, these experts only, and each one in the limit of the categories fixed by these decrees, are authorized to deliver valid certificates of analysis and purity that may be asked for by exporters.

For olive oils the expert chemists named by the decrees of May 15 and September 27, 1907 are:

Messrs. Bellier, Director of the Municipal Laboratory at Lyon, 21, Rue du Bât d'Argent à Lyons (Rhône).

Dr. Reumat, Director of the Laboratory of the Municipal Bureau of Hygiene of Nice (Alpes Maritimes).

Dr. Charles Blarez, Professor of Chemistry at the Mixed Faculty of Medicine and Pharmacy at Bordeaux (Gironde).

François Cerbeil, Director of the Municipal Laboratory and of the Bureau of Hygiene of Toulon (Var).

Gassend, Director of the Agricultural Laboratory, 4, Place du Change, Marseilles (Bouches du Rhône).

Gayon, Dean of the Faculty of Sciences of Bordeaux (Gironde).

Mr. Ruau concludes that it is to be presumed that the irregularities ascertained by the Federal Authorities have been made by chemists that were not qualified to deliver certificates of analysis or of purity for French products destined for exportation.

Under these conditions, my Colleague would be happy to receive all necessary explanations from the United States Department of Agriculture in order to enable his Administration to make a serious inquiry into the irregularities committed and to take the necessary steps to avoid as far as possible the renewal of such occurrences.

Accept, etc. etc. etc.

(Signed)

S. PICHON.

should address himself.
Consequently, these experts only, and each one in the
limit of the categories fixed by these decrees, are authorized
to deliver valid certificates of analysis and purity that may be
asked for by exporters.
For olive oils the expert chemists named by the decrees
of May 15 and September 27, 1907 are:

Messrs. Bellier, Director of the Municipal Laboratory at Lyon,
21, Rue du Bâtiment à Lyons (Rhône).
Dr. Benoit, Director of the Laboratory of the Municipal
Bureau of Hygiene of Nice (Alpes Maritimes).
Dr. Charles Biazet, Professor of Chemistry at the Mixed
Faculty of Medicine and Pharmacy at Bordeaux (Gironde).
Monsieur Gorbail, Director of the Municipal Laboratory and
of the Bureau of Hygiene of Tonkin (Indochine).
Monsieur Gassand, Director of the Agricultural Laboratory, 4, Place
du Change, Marseille (Bouches du Rhône).
Monsieur Gayot, Dean of the Faculty of Sciences of Bordeaux (Gironde).

Mr. Ruan considers that it is to be presumed that the
irregularities ascertained by the Federal Authorities have been
made by chemists that were not qualified to deliver certificates
of analysis or of purity for French products destined for ex-
portation.

Under these conditions, my colleagues would be happy to
receive all necessary explanations from the United States Depart-
ment of Agriculture in order to enable his Administration to make
a serious inquiry into the irregularities committed and to take
the necessary steps to avoid as far as possible the renewal of
such occurrences.

Accept, etc. etc. etc.

S. RICHON.

(Signed)

DEPARTMENT OF STATE,
WASHINGTON.

November 12, 1908.

The Honorable

The Secretary of Agriculture.

Sir:

Referring to your Department's letter of July 9th last, I have the honor to enclose herewith copy of a despatch from the American Charge d'Affaires ad interim at Paris, transmitting copies of correspondence with the French authorities concerning the question of certificates as to the purity of French Olive Oil.

Inviting attention to the wish expressed by the French authorities to receive information from your Department as to any irregularities committed in connection with this subject.

I have the honor to be, Sir,

Your obedient servant,

ROBERT BACON.

Acting Secretary.

Enclosure:

From France, No. 511, October 26, 1908, with enclosure.

A true copy of
the signed original.
inal. *RBL*

1933

October 12, 1933

The Honorable

The Secretary of the Interior

I have the honor to acknowledge the receipt of your letter of the 10th inst. and in reply to inform you that the same has been forwarded to the proper authorities for their consideration. The matter is being handled with the utmost dispatch and you will be kept advised of any further developments. Very respectfully,
Sincerely,
[Signature]

Very truly yours,
[Signature]

Enclosed for you are two copies of the report of the Commission on the Administration of the Interior, as requested.

DEPARTMENT OF STATE,
WASHINGTON.

November 12, 1908.

Henry Vignaud, Esquire,
American Charge d'Affaires ad interim,
Paris.

Sir:

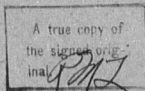
I have to acknowledge the receipt of your No. 511 of the 26th ultimo concerning the question of certificates as to the purity of French Olive Oil, and to say in reply that your despatch and enclosures have been copied to the Secretary of Agriculture and that his attention has been invited to the wish expressed by the French authorities to receive information as to any irregularities that may be committed in connection with this subject.

I am, Sir,

Your obedient servant,

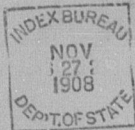
ROBERT BACON.

Acting Secretary.



ms.
185.
185.

DEPARTMENT OF AGRICULTURE
OFFICE OF THE SECRETARY
WASHINGTON, D. C.



November 23, 1908.

The Honorable

The Secretary of State.

Sir:

I have the honor to acknowledge receipt of your communication of the 12th instant enclosing copy of a despatch from the American Charge d'Affaires ad interim at Paris, transmitting a list of expert chemists authorized to deliver valid certificates of analysis and purity of olive oil, a copy of which list will be placed in the hands of each inspection laboratory in this Department.

I have noted the request of the French authorities to receive information from this Department as to any irregularities in connection with previous exportations of French olive oil to this country, in order to enable them to take the necessary steps to avoid, as far as possible, the renewal of such occurrences. In this connection I beg to refer you to my communication of July 9, 1908, wherein you will see

St. Gall, Switzerland, June 12th, 1892

Secretary of State -- Page 2.

that my reference to this question was merely in reply to the statement of Mr. Milliau "that the certificates of purity which are given often by French Chemists are not to be relied upon." No charge was made by this Department against the validity of any certificates that have been issued by French chemists and therefore I have no information to offer.

I have the honor to be, Sir,

Your obedient servant,

Wm. D. Ayer
Acting Secretary.

EE.

APR 14 1909

INDEX BUREAU

14256/4

Certificates as to the purity of French olive oil.

Encl. 4. Nov. 23, 1908.
Department of Agriculture.

Ack's letter of the 12th inst., refers to his letter of July 9th, and states that his reference therein to any irregularities in connection with exportations of French olive oil to the U.S. was merely in reply to the statement of Mr. Willian "that the certificates of purity which are given often by French chemists are not to be relied upon."
Says that no charge was made by the Dept. of Agriculture against the validity of certificates issued by French chemists.
B. (Rec'd Nov. 27, 1908.)

CONSULAR
DEC
3
1908
BUREAU

RECEIVED
APR 14 1909
DIPLOMATIC BUREAU

DIPLOMATIC
BUREAU
DEC -5 1908

To Francis New York

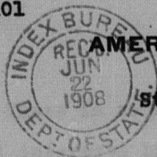
4

APR 14 1968

171

CONSULAR

No. 101



AMERICAN CONSULATE-GENERAL,

St. Gall, Switzerland, June 11th, 1908.

SUBJECT:

Forwarding report as to death of Anastasia Gresser, an American Citizen, and disposition of her effects.

THE HONORABLE

ASSISTANT SECRETARY OF STATE,

WASHINGTON, D. C.

SIR:

I have the honor to enclose, in duplicate, a report of the death, at St. Gall, February 22, 1908, of Mrs. Anastasia Gresser, an American citizen.

It has only been now possible to render this report for the reason that while her citizenship was presumed, no evidence existed, and her distant relatives here could give only vague information. Inquiries from this office finally resulted in locating her husband, John Gresser, at Deansbore, near Waterville, N. Y., and he has now forwarded his citizenship papers and his appointment as administrator by the Surrogate's Court of Oneida County, New York. Upon receipt of these papers, application was made to the Orphan's Court to surrender the sum of Fr.1.784.35, of which deceased dies possessed, which is being forwarded to the administrator. The few personal effects of deceased, of no marked value, were distributed at her death-bed request by her distant cousin, Dr. G. Ambühl, to other distant relatives here.

AMERICAN CONSULATE GENERAL

St. Gall, Switzerland, June 11th, 1908

SUBJECT

Forwarding report as to death of Anastasia Grosser, an American citizen, and disposition of her effects.

Geneva 21.

ASSISTANT SECRETARY OF STATE

WASHINGTON D. C.

I have the honor to enclose, in duplicate, a report of the death, at St. Gall, February 22, 1908, of Mrs. Anastasia Grosser, an American citizen.

It has only been now possible to render this report for the reason that while her citizenship was presumed, no evidence existed, and her distant relatives here could give only vague information. Inquiries from this office finally resulted in locating her husband, John Grosser, at Deaneboro, near Waterville, N. Y., and he has now forwarded his citizenship papers and his appointment as administrator by the Surrogate's Court of Oneida County, New York. Upon receipt of these papers, application was made to the Orphan's Court to surrender the sum of \$2,174.32, of which deceased had been possessed, which is being forwarded to the administrator. The few personal effects of deceased, of no marked value, were distributed at her death-bed request by her distant cousin, Dr. G. Amblin, to other distant relatives here.

(2)

here. There is no reason to doubt the careful protection of all interests by the local authorities and by relatives of deceased.

I have the honor to be, Sir,

Your obedient servant,

Wm. A. Paulson
Consul-General.

Enclosures:

Report in duplicate as stated.

INDEX BUREAU

14287/8
DEPT. OF STATE

Death of Mrs. Anastasia Grosser.

Am. Consulate Gen'l (Neuchâtel)

St. Gall, Switzerland. #101.

June 11, 1906.

Reports death of Mrs. Anastasia Grosser on February 22, 1906. Dolosov form #192, together with naturalization certificate of her husband, John Grosser, of Deaneboro, N. Y., who has been appointed administrator of the estate. J. (Rec'd June 22, 1906)

5 encl.

CONSULAR BUREAU
JUN 24 1906

CONSULAR BUREAU
NOTED

Report in duplicate as stated.

Consul

*David
2 of 2 + check
returned*

*Jul 2 1906
File - 8a*

Original

(FORM NO. 192.)

REPORT OF THE DEATH OF AN AMERICAN CITIZEN.

Consular Service, U. S. A.,

St. Gall, Switzerland

June 3rd

1908

Name: Anastasia Grosser, nee Klaiber
Native or naturalized: Husband: John Grosser, naturalised 1876.
Date of death: February 22nd 1908
Place of death: St. Gall, Switzerland
Cause of death: Complication of decays
Disposition of remains: Body interred in St. Gall.
Local law as to disinterring remains in case it is desired to bring them home:

Disposition of effects: Taken in charge by H. G. Umbühl -
Klaiber, a relative of deceased.

(Effects: wearing apparel only.)

Address of family: John Grosser, Drausboro, N. Y.

Family notified: By American Consulate-General, St. Gall

Accompanied by relatives: X

This information, inventory, accounts, etc., recorded in Miscellaneous Record
Book, pages 13.

Remarks: Deceased was reputed to be an American citizen,
and it developed that she had Fres 1.784 equal to \$344.81
on deposit at a local bank, the orphan's Court taking possession.
The Court was requested to hold the matter in abeyance pending
investigation which has now resulted in issuing naturalization
papers and certificate of appointment as administrator of the
husband. The money will be recovered and forwarded.

[SEAL.]

no. chg

131

Consul General
Vice & Deputy Consul-General of the United States.
at St. Gall.

Original

(Form No. 192.)

CONSULAR SERVICE, U. S. A.,

AT
St. Gall, Switzerland

Report of the Death of an American Citizen.

Enclosure No. 1 in despatch

No. 101

Dated June 3rd, 1908.

Louis P.

Dears S.

enclosu

certifi

to the

equal t

fact th

has now

exchange

or, wh

appoin

Enclos

1)

2)

3)

M. C. No 574

AMERICAN CONSULATE-GENERAL
SWITZERLAND

St. Gall, June 11th. 1908

Louis P. Fuess, Esquire.
Waterville, N. Y.

-- In re Anastasia Grosser Estate--

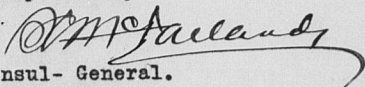
Dears Sir:

I have now to acknowledge your letter of May 12th, with enclosures stated.

Upon receipt of John Grosser's naturalization papers and certificate of appointment as administrator, application was made to the Orphans Court for surrender of the money, Fros:1.784.35, equal to \$ 345.78 (2 cents exchange). Delay has been caused by the fact that the full court had to pass upon the matter, but the money has now been surrendered and I enclose draft for the amount, less exchange and with voucher, to the order of John Grosser, administrator, which you will please acknowledge. Mr. Grosser's certificate of appointment is retained for consular files.

I am, Sir,

Yours very respectfully


Consul- General.

Enclosures:

- 1) Draft for \$ 348.78
- 2) Voucher for exchange
- 3) Naturalization certificate of John Grosser.

U. S. No. 374

AMERICAN CONSULATE GENERAL

St. Paul, June 11th, 1908

Louis L. Fries, Esquire,
Petersville, W. Va.

-- In re Alexander Grosser Estate --

Dear Sir:

I have now to acknowledge your letter of May 12th, with

enclosures stated.

Upon receipt of John Grosser's naturalization papers and certificate of appointment as administrator, application was made to the Supreme Court for surrender of the money, \$344.78, equal to \$344.78 (2 cents exchange). Delay has been caused by the fact that the full court had to pass upon the matter, but the money has now been surrendered and I enclose draft for the amount, less exchange and with voucher, to the order of John Grosser, administrator. Mr. Grosser's certificate of appointment is retained for consular files.

I am, Sir,

Yours very respectfully

Consul-General

Enclosures:
1) Draft for \$344.78
2) Voucher for exchange
3) Naturalization certificate of John Grosser.

DEPARTMENT OF STATE,
WASHINGTON.

Serial No. 48.

July 2, 1908.

Silas C. McFarland, Esquire,
American Consul General,
St. Gall, Switzerland.

Sir:

Replying to your despatch No. 101 of the 11th ultimo reporting the death of Mrs. Anastasia Grosser and enclosing Letters of Administration in favor of John Grosser and a check for \$345.75 payable to his order, I have to inform you that the Department can accept no responsibility in the settlement of estates.

You should communicate directly with the administrator upon receiving legal proof of his appointment.

The Letters of Administration and check are returned herewith.

I am, Sir,

Your obedient servant,

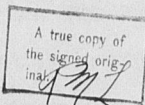
(For the Secretary of State)

W. J. CARR.

Chief Clerk.

Enclosure:

As stated.



at least have received acknowledgment, and in order to secure and send anew set of Certificates to the end that the

John

Louis
ATTORNEY

To t

a L

John

the

ate

cin

fic

to

as

th

th

ad

ce

ce

la

10

t

S

m

a

t

AMERICAN CONSULATE-GENERAL.

St. Gall, Switzerland, March 17, 1908.

John Grosser. Esq..

Louis P. Guess,

ATTORNEY AND COUNSELOR.

Waterville, N. Y. June 26 1908 190

To the Hon. Secy of State,
Washington D.C.

Dear Sir- About April 25th last a Letter was sent from Washington D.C. through your Department, to John Grosser of Deansboro N.Y. advising him of the death of his wife the letter having been written apparantly from the American Consulate at St Gall Switzerland, and asking Mr Grosser to secure his appointment as Administrator his wifes estate, and to forward a Certified Copy of such appointment, and his Naturalization Certificate to the American Consul at St Gall Switzerland, upon receipt of which as I understood the letter, the money of Mr Grossers wife, in Bank there would be forwarded to him, and I sent you one of the copies of this letter, as Mr Grosser received two.

I was thereupon employed, secured Mr Grossers appointment as such administrator, and sent a Certified Copy of his Letters, and also a certified copy of his naturalization papers to "S.C. Mc Farland" Counsel General, St Gall Switzerland, same having been mailed May 12 last, but so far I have no reply or acknowledgement of my letter-

It has suggested itself to me that perhaps I did not send my letter to the correct address, and so I now write you for information, to ascertain whether S.C. Mc Farland is Consul at St Gall Switzerland, and such other information if any as your Department may possess regarding this matter, as it seems to me that I should at least have received acknowledgement, and if necessary I now wish to secure and send anew set of Certificates to the end that the

John

by "nee Dr. offici expen that Klat

bir but not

cus

of

a c

It

for

who

En

INDEX BUREAU

14257-6-7
DEPT. OF STATE

CONSULAR
JUN 30 1908
BUREAU

Estate of Mrs. Anastasia Groszer in Switzerland.

Mel. 6-7. Metairie, N.Y., June 28, 1908.

Louis J. Fues.
Referring to a communication from the Dept. advising that, Groszer of the death of his wife, Anastasia Groszer, states that he, as attorney, secured Dr. Groszer's appointment as administrator of his wife's estate, and sent the necessary papers to the Consul-General at St. Gall, from whom he has received no reply.
(Inc'l. Encl. 27, 1908.)

The letter having been written apparently from the American Consul also at St. Gall Switzerland, and asking the Groszer to secure his appointment as Administrator his wife's estate, and to forward a certified copy of such appointment and his Naturalization Certificate to the American Consul at St. Gall Switzerland, upon receipt of which as was stated the 10% of the money of the Groszer wife, in Bank there would be forwarded to him. I sent you one of the copies of this letter, as the Groszer received two.

I was thereupon employed, secured the Groszer appointment as such administrator, and sent a certified copy of his letters, and also a certified copy of his naturalization papers to "St. Gall Switzerland".

Counsel General, St. Gall Switzerland, came having been told that I had, but no far I have no reply or acknowledgment of my letter. It has since been stated that the letter was sent by the Consul at St. Gall to the correct address, and so I now write you for information.

With Great Respect
John J. Fues

Thanking you in advance for your anticipated courtesy may persons regarding this matter, as it seems to me that I should money may be received by my client as soon as possible - at least have received acknowledgment, and if necessary I now wish to secure and send out of Switzerland to the end that the

Thanking you in advance for your anticipated courtesy may persons regarding this matter, as it seems to me that I should money may be received by my client as soon as possible - at least have received acknowledgment, and if necessary I now wish to secure and send out of Switzerland to the end that the

AMERICAN CONSULATE-GENERAL.

St. Gall, Switzerland, March 17, 1908.

John Grosser, Esq.,

Deansboro, Oneida County,

New York:

Dear Sir:

Under date of March 13 this office was advised by "das Waisenamt" of St. Gall of the death of Anastasia Grosser, nee Klaiber, and of the fact that Fr. 1784 had been deposited by Dr. Ambuhle, husband of a distant relative of deceased and a city official, as the total of moneys left by deceased, less funeral expenses, with a statement that the verbal request of deceased was that this money should be delivered to an illegitimate son, Emil Klaiber, now residing with you, her husband.

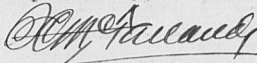
Deceased had a certificate showing her German birth and also a certificate showing her marriage to you in New York, but nothing to show her or your claim to American citizenship, and nothing further is known by distant relatives here.

I have therefore requested the Waisenamt to retain custody of the money until matters can be cleared up.

Will you therefore forward either a certified copy of your birth certificate as an American citizen, or, if naturalized, a certified copy of your naturalization certificate, to this office? It would also expedite settlement if, at the same time, you could forward a certified copy of the appointment of an administrator, to whom I might then forward the money.

I am, Sir,

Very respectfully,


Consul-General.

Enclosure:

Copy of letter to Waisenamt.

INDEX BUREAU

DEPARTMENT OF STATE,

WASHINGTON.

July 17, 1908.

Mr. Louis P. Fuess,

Attorney and Counselor,

Waterville, New Jersey.

Sir:

I have to acknowledge the receipt of your letter of the 26th ultimo regarding the settlement of the estate of Mrs. Anastasia Grosser, and in reply to inform you that the Consul General at St. Gall was instructed on the 2nd instant to communicate directly with the administrator relative thereto.

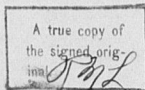
I am, Sir,

Your obedient servant,

(For the Secretary of State)

W. J. CARR.

Chief Clerk.



RECEIVED
JAN 10 1908
U. S. DEPT. OF AGRICULTURE
WASHINGTON, D. C.

ST. LOUIS, MO.
JAN 10 1908
WILLIAM L. GAY

I have the honor to acknowledge the receipt of your letter of the 10th inst. and in reply to inform you that the same has been forwarded to the proper authorities for their consideration. I am, however, unable to give you any definite answer at this time.

Very respectfully,
Your obedient servant,

FOR THE SECRETARY OF AGRICULTURE
J. L. GAY
JAN 10 1908



No. 119

AMERICAN CONSULATE,

St. Gall, Switzerland, July 20, 1908.



SUBJECT:

Acknowledging instructions as to settlement of estates, etc.

THE HONORABLE

ASSISTANT SECRETARY OF STATE,

WASHINGTON, D. C.

SIR:

I have the honor to acknowledge the receipt of your instructions No 48 of July 2, 1908 (File No 14 257/-5), returning check, etc., in the settlement of a certain Grosser estate for direct transmission and stating that the Department can accept no responsibility in the settlement of estates.

In my despatch No 91, of May 8, 1908, and referring to your instructions No 35, of April 20, 1908, I recommended the transmission of estate correspondence through the Department, not to relieve consular officers of their responsibility, but that their methods might receive inspection and their actions be made of record.

In your further instructions No 44, of June 5, 1908, you state that "while such correspondence can be transmitted through the Department for its inspection and approval, it can accept no responsibility concerning the
"final

St. Gall, Switzerland, July 20, 1908

Acknowledging instructions as to settlement of estates, etc.

I have the honor to acknowledge the receipt of your instructions No. 48 of July 2, 1908 (File No. 14 237, -3).
 In the settlement of a certain returning check, etc., in the settlement of a certain
 Grosser estate for direct transmission and stating that
 the Department can accept no responsibility in the settlement of estates.

In my despatch No. 21, of May 8, 1908, and referring to your instructions No. 35, of April 20, 1908, I recommended the transmission of estate correspondence through the Department, not to relieve consular officers of their responsibility, but that their methods might receive inspection and their actions be made of record.
 In your further instructions No. 44, of June 2, 1908, you state that "while such correspondence can be transmitted through the Department for its inspection and approval, it can accept no responsibility concerning the final"

INDEX BUREAU

DEPT. OF STATE

CONSULAR
AUG
8
1908
BUREAU

Estate of Mrs. Anastasia Grosser
in Switzerland.

Incl. 8. St. Gall, Switzerland,
July 20, 1908.

Am. Consulate (Bern), #119.
Act's No. 48, of July 2, 1908,
in regard to the settlement of the
Grosser estate, and calls attention
to No. 44 of June 5, 1908, address-
ed to him by the Dep't, informing
him that, while the Dep't could not
be responsible in the matter of
settling estates, it would inspect
the methods adopted by consular of-
ficers.
H. (Rec'd July 29, 1908)

FILE
A.E.L.

CONSULAR

No

To

Si

pi

ma

so

ou

Ar

a

j

L

s

p

t

t



No. 410. , Uruguayan Series.

American Legation,

Montevideo, Uruguay,

May 20, 1908.

To the Honorable

Elihu Root,

Secretary of State,

Washington, D.C..

Sir:

I have the honor to enclose herewith clipping, in duplicate, from the Montevideo TIMES of May 7, 1908, making announcement of the approval of the scheme for British schools in Montevideo. It is thought this plan, if carried out will result in the withdrawal of the main support of the two American Methodist-Episcopal schools, which are said to be in a flourishing condition.

Among the most prominent subscribers to the British project are two American citizens, Mr. E.O. Crocker and Mr. C.C. Lewis, who, it is reported, have given their support as representatives of British commercial houses in Uruguay. It is the practise of such to make contributions in support of institutions like the English Episcopal Church, the British Hospital and the British Cemetery.

I have the honor to be, Sir,

Your obedient servant,

Elihu Root

Two enclosures:

Clipping, in duplicate, from the TIMES.

INDEX BUREAU
14258
DEPT. OF STATE

Establishment of British Schools
in Uruguay

Am. Legation (O'Brien)
Uruguay, #410.
May 20, 1908.

Encloses newspaper clipping of
an article relative to the proposed
establishment of British Schools
in Uruguay.
Mo. (Rec'd June 22, 1908)
1 Incl.

Diplomatic Bureau:

See file.

acc

DEPT OF STATE
JUN 24 1908
2100

RECEIVED
JUN 24 1908
DEPARTMENT OF STATE

M. Smith

DIPLOMATIC
BUREAU
JUN 25 1908

Rec'd June 29, '08

FILE-S. Y. S.

BRITISH SCHOOLS.

THE SCHEME APPROVED.

The Extraordinary General Meeting of members of the British Cemetery Society, for the discussion of a scheme for the establishment of British Schools in this city, duly took place in the vestibule of the Victoria Hall on Tuesday evening.

In the absence of the British Minister, the chair was taken by Mr. T. F. Lane,

vice-president of the Society, who was supported by Messrs. J. J. Hore, W. Kerr-Connell, Edwin Jones and H. Marshall, constituting the Committee of the Society. There were present the following:—Messrs. Bayne, Stanham, Maclean, Macadam, J. Towers, Cozens, J. Fraser, Crocker, Anderson, Miles, F. Shaw, MacIntosh, G. Cooper, Christie, Beare, Clark, Coates, Lawie, Sedgfield and Denstone.

Proceedings being opened, Mr. Lane read a letter from the British Minister, Mr. Kennedy, regretting that a diplomatic engagement prevented his attendance at the meeting, and expressing his entire sympathy with and approval of the scheme, which he trusted would likewise meet with the approval of the meeting and the support of the British community in general.

Mr. Lane then said that the object of the scheme was sufficiently explained in the circular that had been issued calling the meeting (This was reproduced in our issue of Sunday last, so we need not repeat it now.) The scheme was not conceived in the least spirit of hostility towards the teaching elements at present existing, which were deserving of both gratitude and respect, but rather with the purpose of supplying a want which he thought it must be recognised these elements did not completely fill. The object of the scheme was one which, he felt, could meet with no objections, and with the promised assistance of the Rev. Mr. Allpass in England, the moment was very opportune for carrying it out. The Cemetery Committee, with the very valuable help of Mr. Allpass, had gone carefully into the financial part of the question, and saw no difficulty on that side. It was estimated that a sum of \$2000 would be sufficient to meet preliminary expenses, including the fares from England of a Head Master and Mistress, school furniture, books, and so forth, but to make sure they had put the figure at \$3000. In addition to this there would be necessary a guarantee of \$5000 the year for three years towards salaries and rent, though he thought there would be little necessity to draw upon this, as if the schools could start with a basis of about 60 pupils, as they hoped would be the case, they would be self-supporting. The Cemetery Society was fortunately in a financial position that enabled it to advance this money

and give this guarantee—both without interest—and he reminded the meeting that assistance to the education of British children was one of the objects of the Society. In the selection of a Head Master, which would be left to Mr. Allpass, the first qualification demanded would be that he should be a good teacher, secondly a good athlete, and thirdly if possible in Holy Orders. Mr. Lane then laid before the meeting the proposed tariff of scholastic fees and the outline of a proposed prospectus, but explained that there were many details which could not be definitely arranged until the arrival of the Head Master.

No one seeming inclined to make any remarks in objection, a resolution was moved, and approved unanimously, declaring the scheme approved in general.

The statutes prepared by the Committee were then submitted in detail, and were also approved with one or two amendments of form. The only clause that provoked any discussion was that including «Religious Education» in the curriculum of the school. A motion expunging the phrase entirely and others modifying its scope were presented and were only defeated by small majorities, the phrase eventually remaining in its original form, that is to say with the proviso that exemption may be claimed on written application of the parent to the Head Master. It is worth noting that the discussion of this delicate point passed off in perfect good feeling.

Formal resolutions were then proposed and approved authorising the Committee of the Cemetery Society to proceed to the carrying out of the scheme, and to make the necessary advances and guarantees.

Before the meeting (which had been remarkably harmonious) broke up, Mr. C. W. Bayne proposed a hearty vote of thanks to the Committee of the Cemetery Society for the great trouble they had taken in preparing the scheme. This was carried by acclamation. We would like to add that the remarkably lucid manner in which the whole scheme was laid before the meeting by the Chairman Mr. Lane contributed not a little to its prompt acceptance and the harmony of the proceedings.

THE BUREAU OF INVESTIGATION OF THE DEPARTMENT OF JUSTICE
WASHINGTON, D. C. 20535

RECEIVED
JULY 24 1948
U. S. DEPARTMENT OF JUSTICE
BUREAU OF INVESTIGATION
WASHINGTON, D. C. 20535

JUL 24 1948

RECEIVED
JULY 24 1948
U. S. DEPARTMENT OF JUSTICE
BUREAU OF INVESTIGATION
WASHINGTON, D. C. 20535

FILE S. Y. S.

No.

To

S I

pin

190

in

Ro

Tv



No. 467, Uruguayan Series.

American Legation,

Montevideo, Uruguay,

February 10, 1909.

To the Honorable

Secretary of State,

Washington, D.C..

S I R :

I have the honor to enclose herewith clipping, in duplicate, from the Montevideo TIMES of February 7, 1909, containing a report of the inauguration of British Schools in this Capital, under the auspices of H.B.M. Minister, Mr. Robert J. Kennedy.

I have the honor to be, Sir,

Your obedient servant,

E. L. B. R.

Two enclosures:

Clipping, in duplicate, from TIMES.

MAR 15 1909

INDEX BUREAU

142687
2-3
DEPT. OF STATE

Establishment of British Schools
in Uruguay.

Nov. 2-2. Uruguay.
Feb. 10, 1909.

Am. Legation (C. Britan) 1427
Referring newspaper clipping of
an article containing a report of
the inauguration of British Schools
in Montevideo.
H. (Rec'd March 16, 1909)

Second Assistant Secretary of State

MEMORANDUM.

MAR 17 1909

With MAR 17 1909
Circular 1427 in
the Far South American
Division.
Uruguay is making
a bold bid for English
and American sympathy.
add

THE
BRILLIANT
The form
established
the school
with all t
the importa
The cl
tiful orde
ments and
appreciative
and patio
flags and
bore an asp
thoroughly
ed for its
The gav
to the occ
representative
inister, M
presided,
Hon. Mr
Kennedy,
the Rt. R
Falkland
sentation
Foreign
Gen. E.
Mr. Klecz
Here Sch
of the Na
In additi
remarkabl
ing of
ican fami
a large nu
dren—pot
gathering
though sp
comfortabl
mention,
assisted b
Jones, M
Miss Carr
After th
and tea
served, th
ire patio,
opened b
spoke as
My du
an honor
ask the B
to be goo
declare o
have been
I would
expressin
of the Br
ness in
coming h
very man
of the
to take p
to be an l
communi
of havin
been felt
do not in
the educ
this coun
know of
dowed v
Republic
village
national
enough t
schools,

DEPT. OF STATE

file

THE BRITISH SCHOOLS.

BRILLIANT INAUGURATION.

The formal inauguration of the newly established British Schools took place on the school premises on Friday afternoon, with all the brilliance and success that the importance of the event warranted.

The class-rooms were all in beautiful order, and the various arrangements and installations provoked many appreciative remarks. The entrance hall and patio had been made bright with flags and plants, and the whole building bore an aspect at once cheerful and yet thoroughly business-like and well adapted for its special object.

The gathering which met to do honor to the occasion was a brilliant and representative one. The British Minister, Mr. R. J. Kennedy, who presided, was accompanied by the Hon. Mrs. Kennedy, and the Misses Kennedy, and other special visitors were the Rt. Rev. Dr. Every, Bishop of the Falkland Islands, Sr. Pareja in representation of the Uruguayan Minister of Foreign Affairs, the U. S. Minister Gen. E. O'Brien, the French Minister Mr. Kleczkowski, the German Minister Herr Schaffer, and Dr. de Maria, Rector of the National University of Uruguay. In addition to these there was a remarkably representative gathering of British and N. American families and residents, including a large number of ladies and some children—potential future pupils. In fact the gathering was so large that the building, though spacious enough, was more than comfortably filled. The guests, we may mention, were received by Mr. Kennedy, assisted by the Headmaster Mr. Horace Jones, M. A., and the Headmistress Miss Carr-Jackson.

After the building had been inspected, and tea and refreshments had been served, the visitors assembled in the centre patio, and formal proceedings were opened by the British Minister, who spoke as follows:—

My duty to-day is both a pleasant and an honorable one. I have the honor to ask the Bishop of the Falkland Islands to be good enough to inaugurate and to declare open for use these schools which have been created and established here. I would take this opportunity of expressing to the Bishop the thanks of the British Community for this kindness in making a special point of coming here to-day in the midst of his very many obligations as Bishop of one of the greatest dioceses, in order to take part in what we really consider to be an historical event, so far as our community is concerned. The necessity of having a British School here has long been felt, and in making that remark I do not imply the slightest criticism of the educational facilities which exist in this country. On the contrary I do not know of any country which is better endowed with these facilities than is the Republic in which it is our privilege to reside. But besides these national Schools, we are fortunate enough to possess American and German schools, and I take this opportunity, in

the presence of our German and American colleagues, of expressing our thanks for all the benefits our children have received there. But it is no disparagement on this when I say that it is only natural that British parents should desire that their children should be educated on the lines on which they themselves have been educated; and that they should be given a knowledge of the history, literature, and characteristics, of their forefathers. The difficulty which has hitherto been has been the want of money. Quite recently, however, the British Cemetery Society has stepped into the breach, and at a very heavy initial cost, has equipped these schools as you now see them, and has furthermore guaranteed for a period of three years the expenses of the institution.

Of the origin and composition of the British Cemetery Society I will say little; although there is something interesting and suggestive in the fact that it is through the indirect agency of the bones of our forefathers that we are enabled to-day to give a British education to our children. The Governing Body of these schools is, as you know, an elected one. Members of the Cemetery Committee are all, of course, Governors, and the others are elected by the English Club, the British Hospital, and the British Church: consequently the Governing body represents the feelings of the community, and if at any time you are not satisfied with the management the remedy lies in your

own hands. Then I must refer in the warmest terms of appreciation to the services rendered by the different members of the community: Mr. Lane has devoted himself specially to this educational question. He has been helped also by our Chaplain, Mr. Allpas. To our Hon. Sec., Mr. Edwin Jones, I must also express our debt of gratitude. I do not know where the British Cemetery Committee would have been if it had not been for the fact matters have been so ably directed by our Hon. Treasurer, Mr. Hore. There is one subject upon which I should like to touch briefly. It is a difficult and delicate one, but in diplomatic affairs it is not unusual to have to skate on thin ice. The subject to which I refer is that of religious instruction. You will find that religious instruction is included in the curriculum of the schools, but a note is inserted to the effect that parents and guardians have only to express the wish, and their children will be withdrawn from the religious instruction and occupied in some other way during the time allotted to said instruction. The Governors have very wisely adopted this course. They have not forced religious instruction on anyone, but have made it purely voluntary, but at the same time I feel it my duty to tell you that a purely secular education in which a child is brought up in ignorance of his Creator and of his future state is not an education conducted on the lines of the best British Public Schools, nor can it be called a British education. Religion is life, fundamental and essential. We can no more eliminate

teaching of religion from our children's education than we can leave out the alphabet. British National life rests upon the broad, solid, basis of simple biblical Christianity. To the enquiry of the great Indian Rajah, who, at the close of the Indian war, came to England and was received with all the honors of a brave enemy who had been turned into a loyal friend, our late Queen replied pointing to the Bible as the source of England's greatness, and to this we have testimony from all sources. In the first University of England we find the inscription «Dominus illuminatio mea.» In the centre of political life, the House of Commons, the very first act of the Speaker when he takes his seat is to ask his Chaplain to offer prayer. In the commercial life of the city of London you will find carved upon that great temple of wealth, the Royal Exchange, in letters so large that everyone can read them, «The earth is the Lord's, and the fullness thereof;» or in the British Dominions beyond the seas in the great Indian Empire, that country which has governed the destinies of so many millions of people, you will see the motto on the badge of the highest order which is granted for service in India, «Heaven's light, our guide.» This is the light of lights exelling, without whose pure divinity nothing in all humanity is pure or holy, and it is by this light we wish to guide the British Schools. No parents can object to their children being imbued with a respect for the tenets of our own Christian religion which should run like shuttle and thread to make the fabric of the characters to be formed in these schools. But let no one fear that beneath the garb of pure religion we are going to teach dogmas which cannot be accepted universally, or to seek to proselytize. To any who may suspect us of such motives I would say «Trust us,» and I can assure you that that trust will not have been in vain.

The Bishop of the Falkland Islands then spoke substantially as follows:—

I have heard it said across the River Plate that the British Community of Montevideo is singularly contented and satisfied with itself. I do not say that I agree with that statement, but I must say that to-day you have good reason to be pleased with yourselves for the step you are now taking. A very serious gap in the general equipment of the community is now being filled. Needs were being met in matters religious, social, philanthropic, and athletic, but nothing had been done hitherto for the community educationally. It is very natural and right that a foreign community existing in this hospitable Republic should wish to retain a hold upon its own children, but hitherto there has been no school in which these could receive a characteristic education. That difficulty is now being removed, and the equipment of the British Community will be complete indeed when these excellent schools are in working order. May I express the very earnest hope, that these schools may start with true ideals. So many people look upon education merely as a means of

RECEIVED
MAR 18 1909

INDEX BUREAU

142683
2-3

DEPT. OF STATE

Establishment of British Schools
in Uruguay.

Recd. 2-3. Uruguay. Feb. 10, 1909.

Re. Legation (O'Brien) clipping of
Pacifica newspaper clipping of
an article containing a report of
the inauguration of British Schools
in Montevideo.
R. (Rec'd March 16, 1909)

1ST ENCLOSUREMENT.

Diplomatic Bureau:

To Bureau for Com.
of Education.
ack. aas

2d enclosurement.

RECEIVED

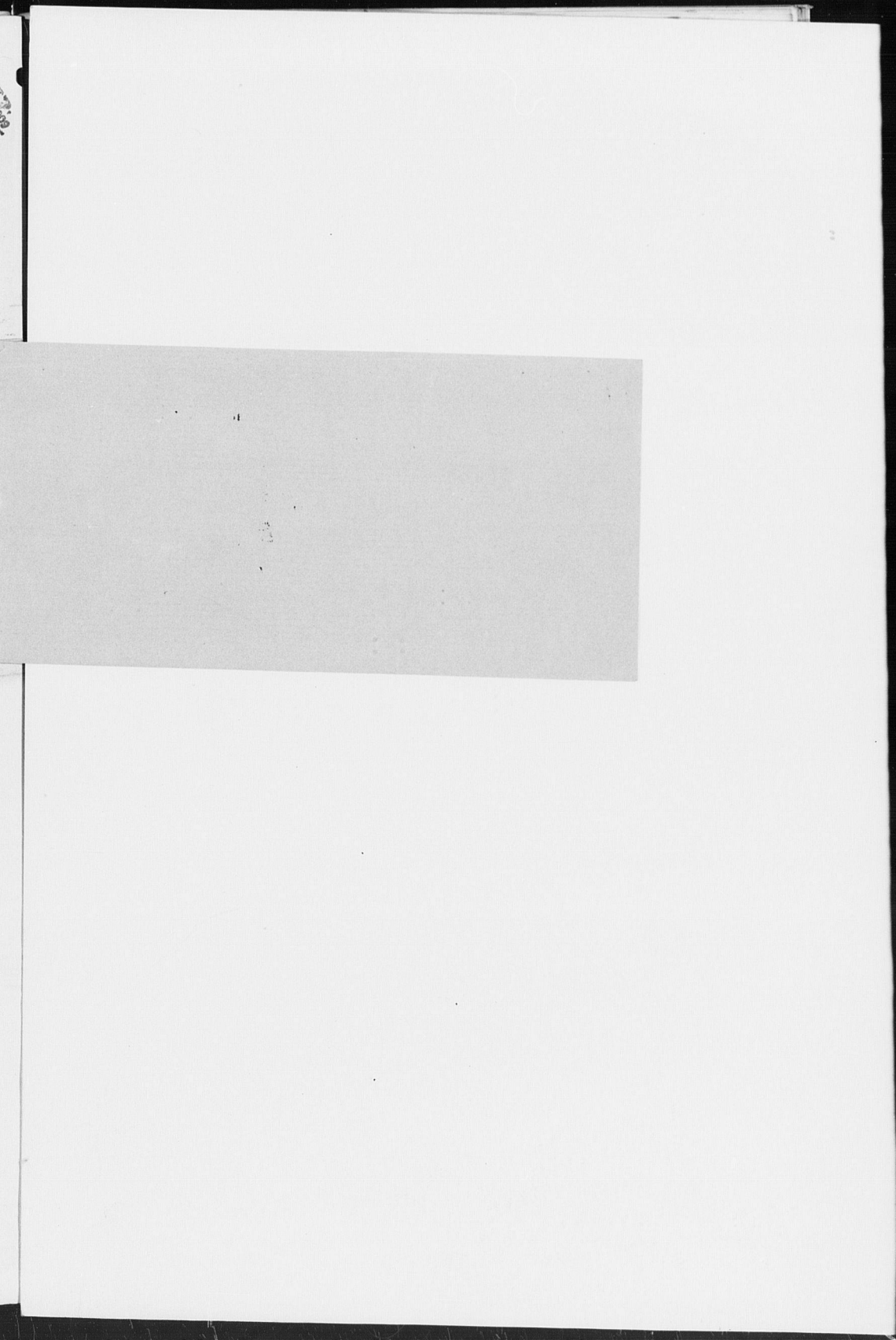
MAR 17 1909

DEPARTMENT OF STATE

ack'd to O'Brien,
Mar. 19, E.

FILE-S. Y. 32

BUREAU OF TRADE RELATIONS
RECEIVED
MAR 20 1909
DEPARTMENT OF STATE



teaching boys to make money, and obtain a successful start in life. That is altogether a secondary object. The first object of education is the formation of character; we have to build up this human material, of boys and girls, into men and women who shall be helpful members of the community. You see, therefore, we are dealing with the whole being, body, soul, and spirit, and I would ask you to take to heart what our Minister has said so wisely, earnestly, and tactfully, as to the influence of religious education. In education we are dealing with the whole being of the child, and it is thoroughly unscientific to deal with the mind to the exclusion of the spiritual aspect. Here in the school the athletic side will be cultivated as well as the intellectual; would it be reasonable to cultivate the body and the understanding and leave out the higher aspect of life?

I am profoundly convinced that our great asset as Englishmen in these South American Republics is not wealth or ability, but character. In ability we certainly do not surpass many talented inhabitants of these lands, but if we do forge to the front in any way it is due mainly to certain moral assets which we have, and I look to it that these schools in the future shall cultivate that kind of character which shall make our children worthy of our fore-fathers. Our influence in these lands is out of all proportion to our numbers. That character must be maintained. I should also like to say that, having seen something of schools in other Republics, it seems to me that these schools will start with certain special advantages. First of all they are being adequately financed. Many an educational scheme has been wrecked for want of money, but here you are fortunate in having at your backs one of the wealthiest of charitable organizations: The educational equipment in the way of furniture and desks. What money can buy in the way of starting a school you have. You have a second advantage which money cannot buy, that is expert knowledge. On the governing body there are wise and sensible Englishmen, who will not allow our school to suffer from over-management, red-tape. The expert knowledge is represented by the Chaplain, whom you all know and trust. Lastly you have that, without which the other two things would be entirely useless, an admirably trained and qualified staff. Too often schools are run experimentally by men who have failed in other spheres of life, and have not been trained for educating the minds and bodies of children. In this case however they are men and women who have been brought up for this object and who come to us with the highest possible recommendations for their work. That remark applies to both chiefs and assistants. You start with a really adequate teaching staff. I think you really have all you need. I would only add this last word: Although the teaching staff is the most important, the teachers need the support of the parents. They should have the parents' full support, sympathy, and cooperation. The children should feel that there is no divided authority over them. I look forward very confidently to the future of these schools, starting under these exceptional advantages. I congratulate

you upon the start in Montevideo. I have very great pleasure in formally declaring the schools open.

After the Bishop come the Headmaster, Mr. H. Jones, who said:—

This is the first time I have had the honor of appearing in public in my position of Headmaster of the British Public Schools, and on such an occasion one's mind is naturally filled with thoughts of the great possibilities that lie before the Schools, and the great part they are destined to play in the life of the British Communities in this country. The Schools have been inaugurated under the most favorable auspices. I consider myself fortunate to have been appointed to serve under a Body of Governors who have helped me beyond all my expectations, and I could say much of the great personal kindness I have received from them, both individually and collectively, for which I beg now to offer them my sincere gratitude. You have been able to-day to inspect these healthily situated buildings, with their excellent sanitary arrangements. You have seen the class-rooms, the new desks of modern type brought from England, the maps, the carefully selected pictures in the Hall, the large collection of approved text-books, and the various appliances which aid us in training the mind of the child. The preliminary prospectuses of the Schools explain the lines on which they are conducted. The curriculum is the same as that which is adopted in the best schools at home, and we shall prepare pupils for those Public Examinations, held by British Universities, which are the recognised texts of a boy's educational acquirements. I will not weary you by a lecture on methods of teaching. These are best judged by results, but permit me to say that our aim is to develop the reasoning powers of the child, and to avoid that merely mechanical teaching which may impart some knowledge, but which certainly fails to stimulate the intellectual faculties of the pupils. We also pay careful attention to the physical side of education. A course of Swedish Drill forms part of our school curriculum, and every pupil will be expected to take part in the organised games. In addition to the small field which is attached to these premises, we are allowed the use of an excellent ground outside the city. We have therefore every opportunity of promoting this branch of school life, which helps so much to create that healthy moral tone, and that feeling of *esprit de corps*, which are the essential characteristics of a British School. As in all schools in England, religious instruction forms the basis of our moral training, and I feel strongly that the importance of this subject in our curriculum cannot be exaggerated. I have said enough, Ladies and Gentlemen, to explain our aims and methods. The number of boys on our books is increasing every day, and we have already pupils from the city, from the camp, and even from beyond the borders of Uruguay; and we have every reason to hope that we shall be able to build up in Montevideo British Public Schools of which our community will be proud.

The next speaker was the Headmistress, Miss Carr Jackson, who said:—

I think perhaps one of the hardest tasks I ever had to perform occurred

when I was a girl of 15. I was asked to write an essay on an ideal woman. I sat down for half an hour but nothing appeared on that paper. Then I looked round and saw one of the best women I ever knew looking over my shoulder. I asked her how I should begin. I just remember the first part of her answer. «Let us begin with her entrance into a public school. Let us take her and leave her there. «Here we find the chief work of a public school; it is to form character, it is to help them to live wisely and well when they go out into the world. Education does not consist in masses of book-learning or in the accumulation of certificates, but rather in clearness of thinking and largeness of mind, in those virtues which we always admire in a woman, in that power which she has of drawing right conclusions from facts, and of working with others, in her earnestness, and reverence and bravery. If it is true that public schools can do this, we must sow the seeds of these virtues we all look for in a young girl, and which everyone admires in a woman. We look for modesty and self-respect, and reverence, and self-control. One of the most famous mistresses of England has said: «The great work our schools are doing is the raising of the whole moral tone of women, honesty and fairplay and *esprit de corps*» are taking the place of petty meanness and jealousy. If only every girl would go to school and stay there time enough to develop the corporate virtues in two or three generations we should realise Utopia.» It is through the studies, through the sports, and through the environment of the public schools that we hope to do this. We hope indeed they must be a great success. It is in these first days when courage must really be strong and hope steady. It is this ideal view of girlhood which must be the rock upon which we build. As I may not be allowed the privilege of addressing so many people again I must take this opportunity of expressing my very great thanks, both on behalf of myself and on behalf of Miss Clarke, for the extreme kindness which we have received, kindness which started one June day in England, when I first met the British Chaplain. I believe that in Montevideo there is a secret society and that you are all members of it, and that your object is to be as kind as you can to all you come into contact with. My debt of gratitude is becoming so huge that I can never pay it, my creditors so many that they will never be satisfied. I can only ask that you will allow me in my turn to welcome any newcomers to enter that society, and secondly that you will join me in that hope which makes for success.

The proceedings then closed by the acclamation of a hearty vote of thanks to all who had taken part in the proceedings, proposed in general terms by the Rev. H. A. Allpass, and seconded in a few brief words, on behalf of the Governors, by Mr. H. Marshall.

14258/2-3

L7 P/M1 *lyp*

March 19, 1909.

The Honorable

The Secretary of the Interior.

Sir:

I have the honor to enclose, for communication to the Commissioner of Education, an account of the inauguration of British schools at Montevideo, published in the Montevideo Times of February 7, 1909.

I have the honor to be, Sir,

Your obedient servant,

PCKnox

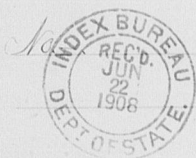
Enclosure:

Enclosure to No. 467, from

Uruguay, February 10, 1909.

True copy of
signed orig-

PWZ



American Consulate,
San José, Costa Rica,
June 8, 1908.

Subject: Death of American Citizen.

The Honorable

the Assistant Secretary of State,
Washington, D. C.

Sir:

I enclose Form 192, in duplicate, reporting the death of Reinald Monterieff, an American citizen.

I have the honor to be, Sir,
Your obedient servant,
John L. Caldwell
American Consul

Enclosure: Form 192.

JUN 30 1908

INDEX BUREAU

14289
JUN 30 1908

DEPT OF STATE

Death of Reinhold Montarist.

Am. Consulate (Calderon)

San Jose, Costa Rica.

June 8, 1908.

Reports death of Reinhold Montarist on May 27, 1908. Born #192 enclosed. (Rec'd June 22, 1908) J. 1 encl.

CONSULAR
JUN 24 1908
BUREAU

CONSULAR BUREAU
NOTED AND PUBLISHED.

Answered

June 27/08.

FILE
610

REPORT OF THE DEATH OF AN AMERICAN CITIZEN.

Consular Service, U. S. A., *San José, Costa Rica,**June 8,* 1908.Name: *Reinold Monterieff. Civil Engineer. Age 50.*Native or naturalized: *Native*Date of death: *May 27, 1908.*Place of death: *Hospital, San José*Cause of death: *Alcoholism*Disposition of remains: *Buried in Catholic Cemetery*

Local law as to disinterring remains in case it is desired to bring them home:

*After five years*Disposition of effects: *Left nothing at all.*Address of family: *Father: Arthur B. Monterieff, Los Angeles, Cal.*Family notified: *Mother: Elizabeth Green (maiden name) Monterieff.*
*No return of living or dead. Gave address to hospital.*Accompanied by relatives: *No.*

This information, inventory, accounts, etc., recorded in Miscellaneous Record

Book, pages *68.*Remarks: *Came from Lincoln, and probably recently from the Isthmus.**Consulate never heard of him until after he was dead and buried.*

[SEAL.]

John L. Caldwell
Consul of the United States.

(Form No. 192.)

CONSULAR SERVICE, U. S. A.,

AT

San Jose, Costa Rica

Report of the Death of an American Citizen.

Reinold Montorioff

Enclosure No. *Only* in despatch

No. *22*

June 8, 190*8*.

DEPARTMENT OF STATE,
WASHINGTON.

Serial No. 136.

June 27, 1908.

John C. Caldwell, Esquire,
American Consul,
San Jose, Costa Rica.

Sir:

I have to acknowledge the receipt of your unnumbered despatch of the 8th instant reporting the death of Reinald Monterieff.

Consular officers are expected to make every effort to notify the family of an American citizen dying in their consular district, and you are instructed to endeavor to communicate the death of Mr. Monterieff to his relatives in this country.

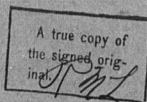
I am, Sir,

Your obedient servant,

(For the Secretary of State)

W. J. CARR.

Chief Clerk.

*business*

(Form No. 102.)

CONSULAR SERVICE, U. S. A.,

AT

San Jose, Costa Rica

Report of the Death of an American Citizen.

Reinold Choucrieff

Enclosure No. *Only* in despatch

No. *2*

June 8, 190*8*.

DEPARTMENT OF STATE,
WASHINGTON.

Serial No. 136.

June 27, 1908.

John C. Caldwell, Esquire,
American Consul,
San Jose, Costa Rica.

Sir:

I have to acknowledge the receipt of your unnumbered despatch of the 8th instant reporting the death of Reinald Monterieff.

Consular officers are expected to make every effort to notify the family of an American citizen dying in their consular district, and you are instructed to endeavor to communicate the death of Mr. Monterieff to his relatives in this country.

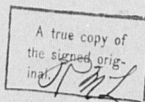
I am, Sir,

Your obedient servant,

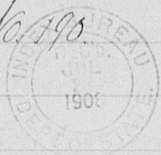
(For the Secretary of State)

W. J. CARR.

Chief Clerk.



Ch. 190.



American Consulate,
San Jose, Costa Rica,
July 9, 1908.

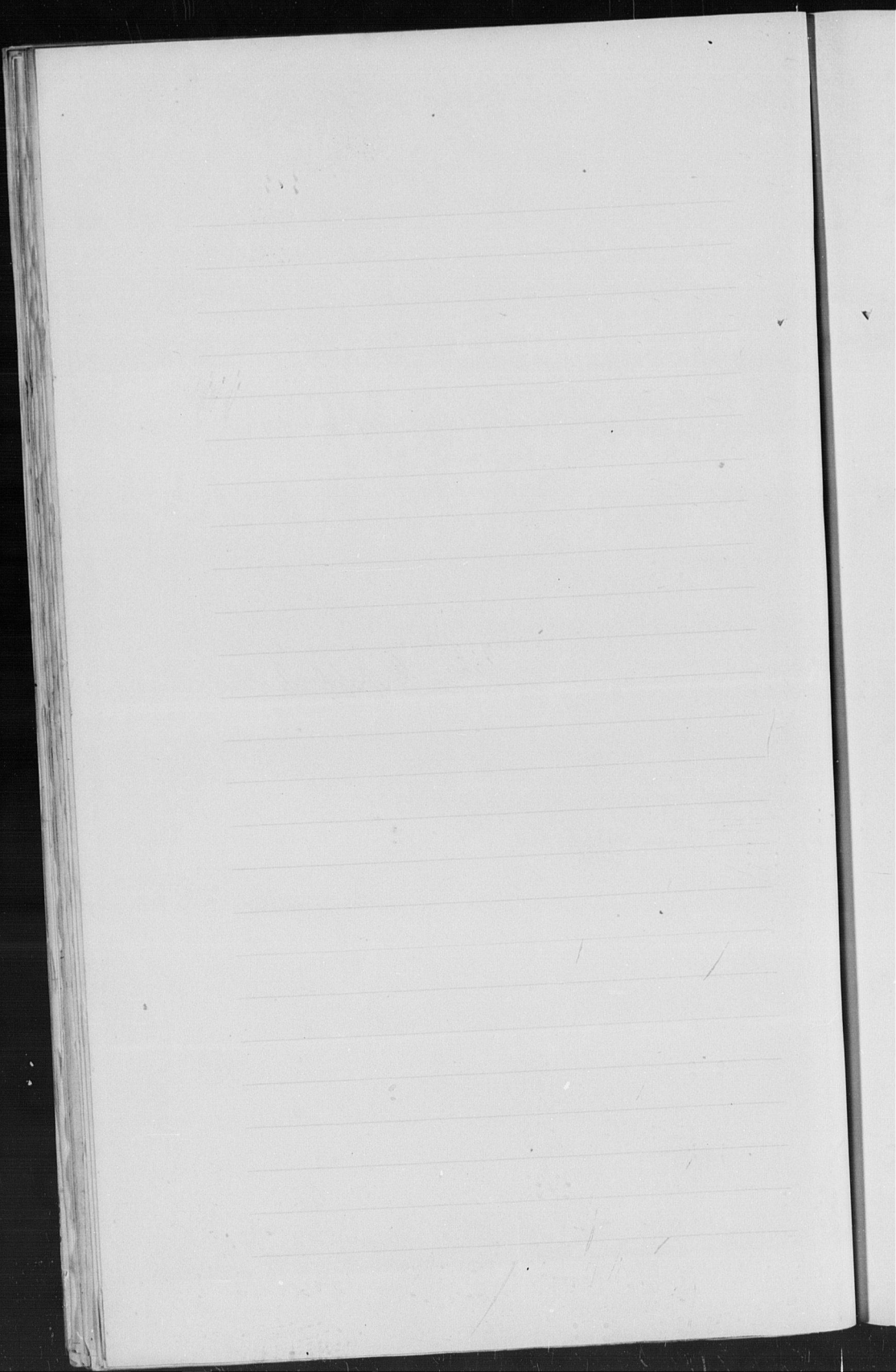
Subject: Reinald Montcrieffe, Deceased
American Citizen.

The Honorable

the Assistant Secretary of State,
Washington, D. C.

Sir:

On June 8 I reported, in an
unnumbered despatch, the death of
an American citizen, Reinald Mont-
crieffe (the name was incorrectly
recorded at the hospital as Monte-
crieff and was so reported in the
despatch and accompanying forms).
I have since learned from Bar-
agua that deceased left a wife and
children in that city. Several tele-
grams have passed between this
Consulate and H. M. Solomon, a
business



business man of that city, and the widow
has been fully informed. We are trying to
find a trunk Montcrieff is said
to have had with him, but so far
without success. He brought nothing
with him to the hospital or to the
hotel where he stopped before going
to the hospital.

I have the honor to be, Sir,
Your obedient servant,
John L. Baldwin
American Consul.

INDEX BUREAU

32
33/42592
DEPT. OF STATE

Death of Renald Montorioffe.

Encl. 2. San Jose, Costa Rica.

July 9, 1908.

Am. Consulate (Calcutta) #190. inc
Calls attention to incorrect spelling
of the name of Renald Montorioffe,
whose death he reported on July 8th,
and reports in regard to telegraphic
correspondence with F. M. Solomon of
Managua.
H. (Rec'd July 23, 1908)

CONSULAR
JUL
29
1908
BUREAU

CONSULAR BUREAU
NOTED

Added by form
Aug. 28, 1908
File
P_a,

No. 19.



American Consulate,
San Jose, Costa Rica,
July 19, 1908.

Subject: Reinald Montorieffe, Deceased
American.

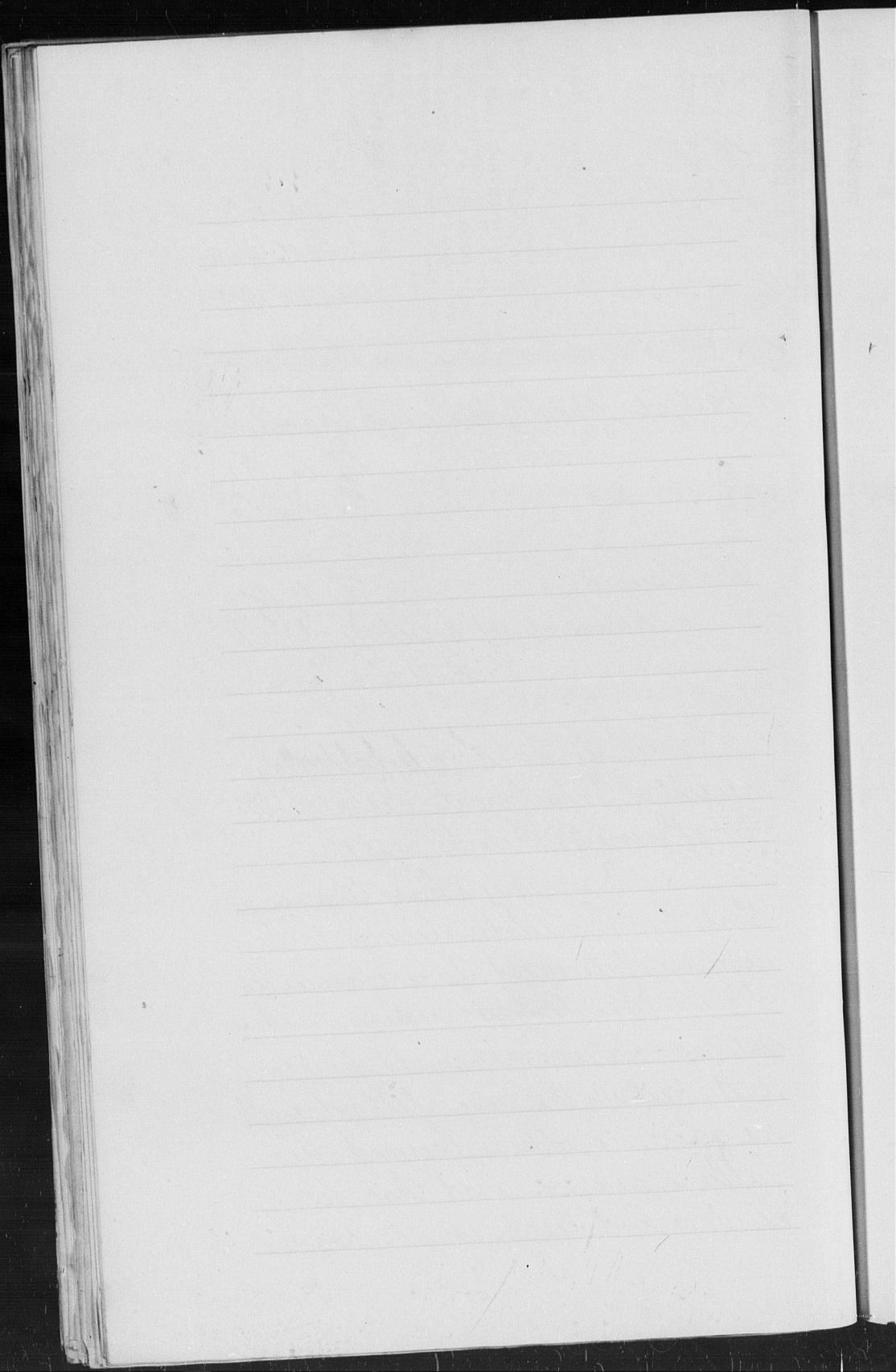
The Honorable

the Assistant Secretary of State,
Washington, D. C.

Sir:

I have the honor to acknowledge
receipt of Department's despatch No.
136 of June 27 [File No. 14259/1].

In reply I have to say
that this Consulate always informs
relatives of deceased American who
die in this district, whenever there
are no relatives or friends here to
do it. But in the case of Montorieffe
he gave no address beyond his
father's name and that he
lived, or had lived, in Los Angeles.
J



I always supposed that in such cases the Department advertised the death in the local papers. As reported in my despatch No. 190 of yesterday, deceased left a wife in Managua, who will no doubt notify the parents if they are still living. I shall, however, advise the postmaster at Los Angeles, which is the only means I know of to reach the parents.

I have the honor to be, Sir,
Your obedient servant,
John B. Balderson
American Consul.

INDEX BUREAU

11
32 142593
DEPT. OF STATE

CONSULAR
JUL
29
1908
BUREAU

Death of Renald Montcrieffe.

Reel. 3. San Jose, Costa Rica.
July 10, 1908.

Am. Consulate (Caldwell) #191

In reply to Dep't's #136 of June 27, 1908, reports that Renald Montcrieffe gave no address other than his father's name and that he had lived in Los Angeles, and states that he will communicate with the postmaster at Los Angeles in an endeavor to reach the parents of the deceased.
H. (Rec'd July 23, 1908)

acted by Jones
Aug. 4, 1908.

FILE
G.L.G.

No. 206.

AMERICAN CONSULATE,

San Jose, Costa Rica, November 24, 1908.



SUBJECT:

Trunk of Reinald Monterieffe,
Deceased American, Sent to
Widow in Managua, Nicaragua.

THE HONORABLE

ASSISTANT SECRETARY OF STATE,

WASHINGTON, D. C.

SIR:

Referring to unnumbered despatches from this Consulate of June 8, reporting death of Reinald Monterieffe, and despatches Nos 190 and 191, of July 9 and 10, respectively, I have now the honor to report that a trunk belonging to the deceased came into possession of this Consulate some time ago and has been forwarded to the widow at Managua, Nicaragua.

I have the honor to be, Sir,
Your obedient servant,
John L. Baldwin
American Consul.

INDEX BUREAU
JUL 29 1908
CONSULAR

DEC 17 1908

INDEX BUREAU
14237
DEPT. OF STATE

CONSULAR
DEC 14 1908
BUREAU

*Ad'd by Low
Dec. 16, 1908
File 34.*

Death of Reinald Montoriole.

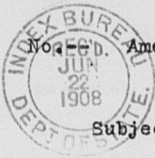
Encl. 4. San Jose, Costa Rica,
November 24, 1908.

Am. Consulate (Calcutta) #276.
Referring to his despatch of
June 8th, and to subsequent cor-
respondence, states that a trunk con-
taining effects of the late Reinald
Montoriole has been forwarded to
the widow of the deceased at Man-
agua, Nicaragua.

L. (Rec'd December 10, 1908)

DEC 17 1908

CONSULAR
DEC
14
1908



American Consulate General,

Buenos Aires, Argentine, May 14, 1908.

Subject: Transmits New Regulations Governing Cattle
Quarantine.

To the Honorable

The Assistant Secretary of State,
Washington.

Sir:-

I have the honor to inform you that the Executive has just issued a decree relative to imported cattle, a synopsis of which is as follows:-

Art. I. After the date fixed by Law No. 4155 and until new regulations on the subject have been adopted, the following regulations shall apply to imported cattle:

- a. Quarantine for 30 days in the port of the Capital with necessary measures for isolation and care of the animals.
- b. For the diagnosis of tuberculosis the application of the ophthalmic reaction in the manner proposed by the Director of the Bacteriological Institute or in any other form the Cattle Division may determine.
- c. Injection of tuberculine on the last two days of the quarantine but one.
- d. Slaughter and autopsy of those animals which resist tuberculosis after being submitted to the treatment stated in sections b and c.
- e. Transfer to the Bacteriological Institute in properly disinfected carts of those animals which during the quarantine or subsequent diagnosis are suspected.
- f. New examination of the animals in the said Institute to establish the definite diagnosis and return to their owners of the sound animals and slaughter and autopsy of those having tuberculosis and recording names of their owners.

Art. 2. The provisions of the decree of January 29, 1903, inconsistent with this decree are repealed.

Art. 3.

THE SECRETARY OF THE
TREASURY
WASHINGTON, D. C.

TO THE SECRETARY OF THE
TREASURY
WASHINGTON, D. C.

RECEIVED
JAN 10 1910

THE SECRETARY OF THE
TREASURY
WASHINGTON, D. C.

THE SECRETARY OF THE
TREASURY
WASHINGTON, D. C.

THE SECRETARY OF THE
TREASURY
WASHINGTON, D. C.

THE SECRETARY OF THE
TREASURY
WASHINGTON, D. C.

THE SECRETARY OF THE
TREASURY
WASHINGTON, D. C.

Art. 3. The Cattle Division shall adopt the measures of internal order necessary for fulfilling this decree and shall include its prescriptions in the new regulations for approval, previously fixing the notices referred to in Article I3 of Law No. 4155.

I have the honor to be, Sir,

Your obedient servant,

A handwritten signature in cursive script, appearing to read "Manuel G. Hayden". The signature is written in dark ink and is positioned above the typed name.

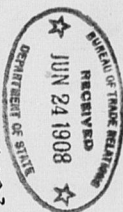
Consul-General.

INDEX BUREAU

0 14260 1908

DEPT. OF STATE

72



*Copy to B. M. 30531
"file in 74.126"*

BUREAU OF TRADE RELATIONS.

JUN 30 1908

ACKNOWLEDGED

FILE

Law governing the importation of
cattle into the Argentine Republic.

Am. Consulate Gen'l (Snyder)

Buenos Aires, ARG. Rep., #-

May 14, 1908.

Gives synopsis of an Executive
decree in regard to the importation
of cattle into the Argentine Re-
public.
(Rec'd June 22, 1908)

INDEX BUREAU
14260



For correspondence on this case subsequent to this date,

SEE 635,005

LASKER,
PRESIDENT

DIRECTOR

WAVELEY SMITH
LASKER
K. LANDBEHN
JOHN ADRIANCE
ED. BELLISON
ALFRED HOLT
J. W. J.

DEP.

Gen

the
men

to
are
and
por
wou
er
Bri

bro
any
sum

iou
gre
thi
wou

HED

Galveston Chamber of Commerce

DIRECTORS:

WAVERLY SMITH
LASKER
J. H. LANGBEHN
JIM ADKINANCE
ED. SEELIGSON
ALFRED HOLY
J. W. JOCKUSCH

J. H. W. STEELE
L. SCHNEIDER
F. C. PABST
JOHN SEALY
G. H. McMASTER
H. NOBLE

Room 23, Cotton Exchange Building.

Galveston, Texas,

June 18th 1908

File 191.

DEPARTMENT OF STATE

WASHINGTON, D C .

Gentlemen:-

I understand that there is a movement on foot in some on the British West Indies possessions to require of their government the establishment of a preferential duty on Canadian Flours.

As it is at present, Canadian Flour is being marketed to some little extent in these possessions, but our NewYork people are able to overcome that competition to some extent in these places, and with the establishment of Steamship Lines from Galveston, at which port Flour is worth considerably less than it is at New York, we would be able to overcome this Canadian Competition to a still greater extent and very likely exclude the Canadian Flours from these British West Indies altogether.

I would be glad to know whether this question has been brought to the attention of the Department of State, and if so, whether any action is being taken by our government to overcome such a consumation.

You will readily understand that it will be a very serious matter to our flour exporting interests, which now supply a great many hundred of thousands of barrels of flour each year to this West India territory, because of a preferential, the market would be favorably situated to Canadian Institutions.

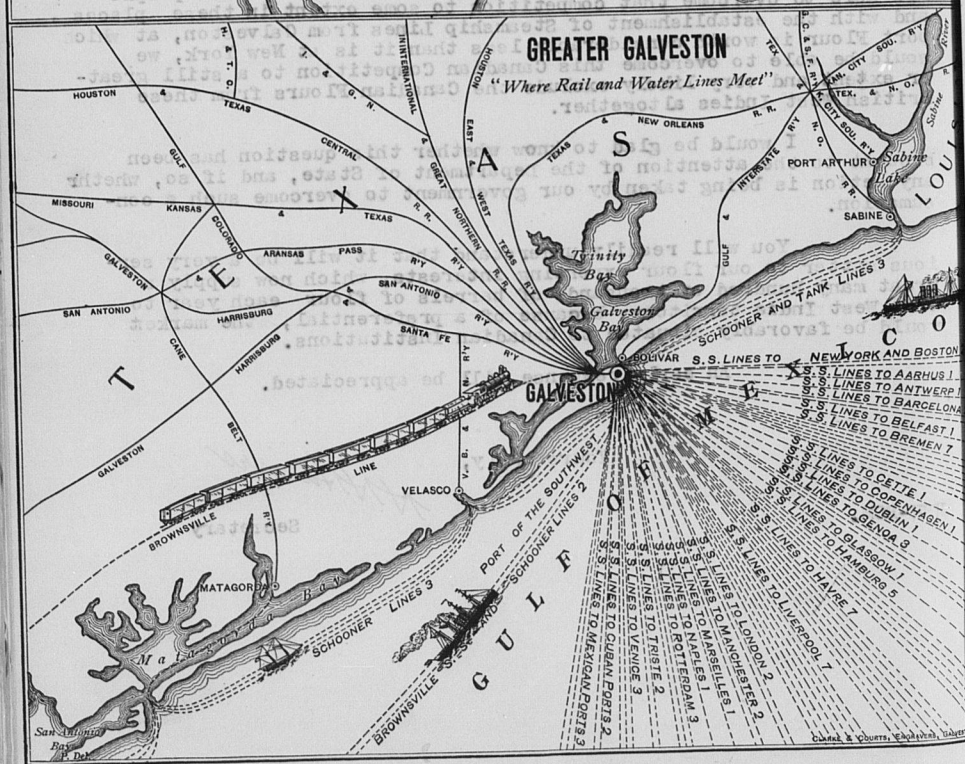
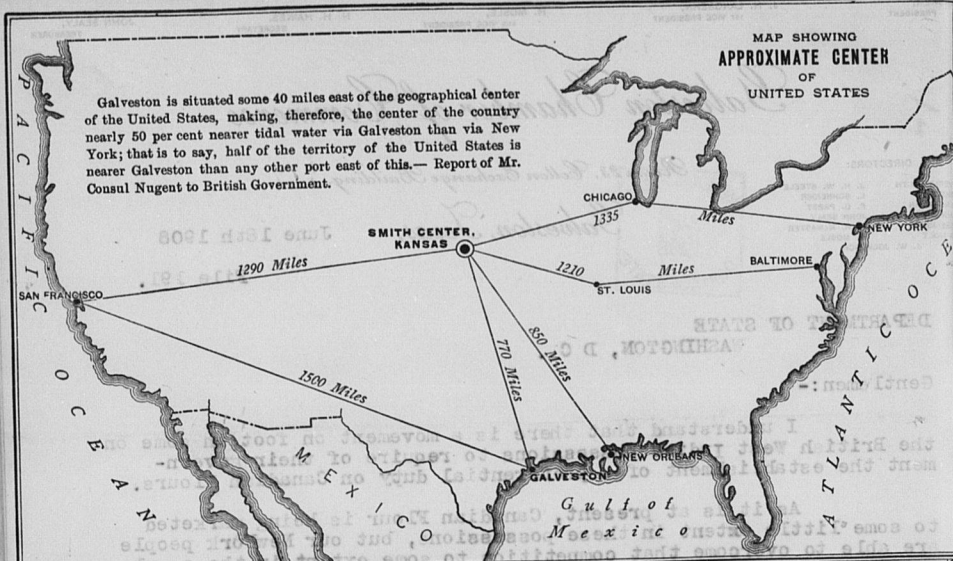
An early response will be appreciated.

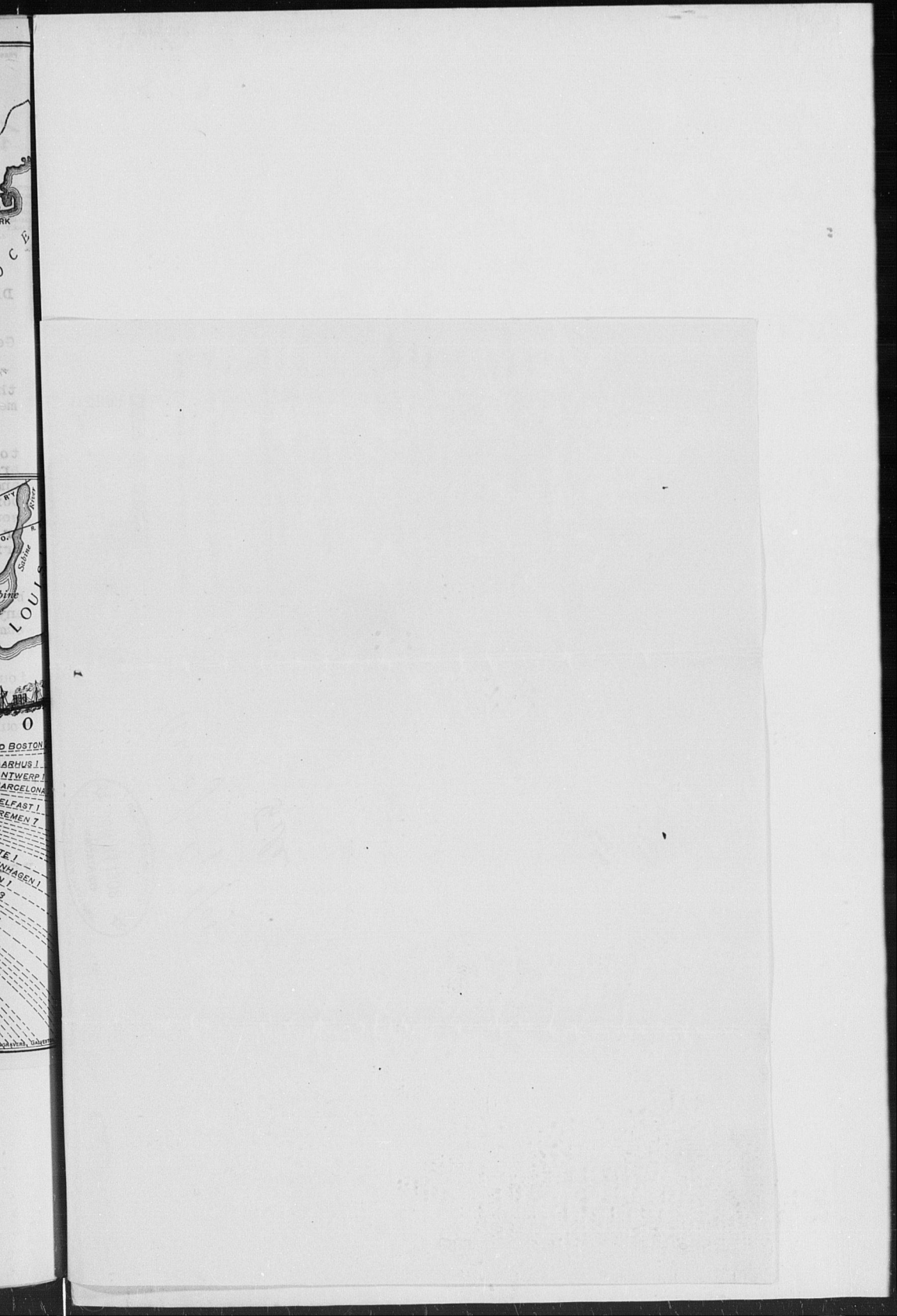
Yours truly,

HMH-RCM.

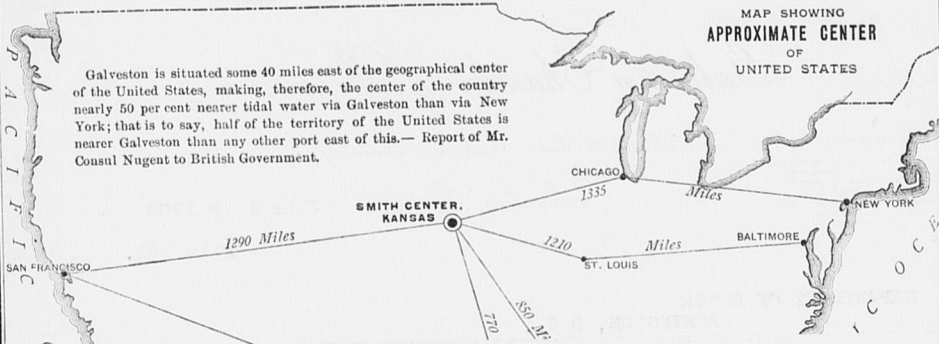
H. H. Haines
Secretary

MAP SHOWING
APPROXIMATE CENTER
OF
UNITED STATES





MAP SHOWING
APPROXIMATE CENTER
OF
UNITED STATES



Galveston is situated some 40 miles east of the geographical center of the United States, making, therefore, the center of the country nearly 50 per cent nearer tidal water via Galveston than via New York; that is to say, half of the territory of the United States is nearer Galveston than any other port east of this.— Report of Mr. Consul Nugent to British Government.

Requests to be informal as to the truth of a report that there is a movement on foot in some of the British West Indies looking to the establishment of a preferential tariff on Canadian flour, and if so, what action is being taken to overcome the advantage thus given Canadian flour over American flour.
J. (Rec'd June 22, 1908)

Duty imposed on Canadian flour imported into the West Indies.
Galveston Chamber of Commerce
H. H. Hulse
Galveston, Texas.
June 18, 1908.

DEPT. OF STATE
RECEIVED
JUN 24 1908

Quidley 1/08.
File.



July 1, 1908.

Mr. H. H. Haines,

Secretary, Galveston Chamber of Commerce,

Room 23, Cotton Exchange Building,

Galveston, Texas.

Sir:

By direction of the Secretary of State, I have to acknowledge receipt of your letter of the 18th ultimo, inquiring concerning report that there is a movement on foot in some of the British West Indies looking to the establishment of a preferential duty on Canadian flour.

In reply, I have to enclose herewith, for your information, a copy of Daily Consular and Trade Reports for April 2, 1908, containing an account of a conference of the West Indian Islands in which Canada was represented by delegates. The Department has no further information on this subject.

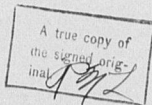
I am, Sir,

Your obedient servant,

W. J. CARR.

Chief Clerk.

Enclosure.



142267
KER,
PRESIDENT

DIRECTORS:

SMITH	J. H. W.
BOEHN	L. SCHNEI
ANCE	F. C. PAD
ELSON	JOHN REA
HOLT	O. H. MCH
	H. MOBLE
	J. W. JOCKUSCH

142207
KER,
PRESIDENT

J. H. LANGBEHN,
1ST VICE PRESIDENT

H. MOSLE,
2ND VICE PRESIDENT

H. H. HAINES,
SECRETARY

JOHN SEALY,
TREASURER

Galveston Chamber of Commerce

Room 23, Cotton Exchange Building.

Galveston, Texas.

July 18, 1908

DIRECTORS:

W. H. SMITH
J. H. W. STEELE
L. SCHNEIDER
F. C. PABST
JOHN SEALY
C. H. McMASTER
H. MOSLE
J. W. JOCKUSCH

File 191

Department of State

Washington D C

Dear Sirs:

Replying to your letter from Chief Clerk Carr of July 1st in reference to the preferential duty on Canadian flour for the West Indies.

I noticed a news-paper article a few days ago advising that the local legislature of Barbados had given the Canadian Government preferential duty of 20% on flour in return for preferential duty on sugar. Will you please advise full particulars of this arrangement.

Yours truly

H. H. Haines

Secretary

H H H M

only imposed on Canadian flour imported into the West Indies.

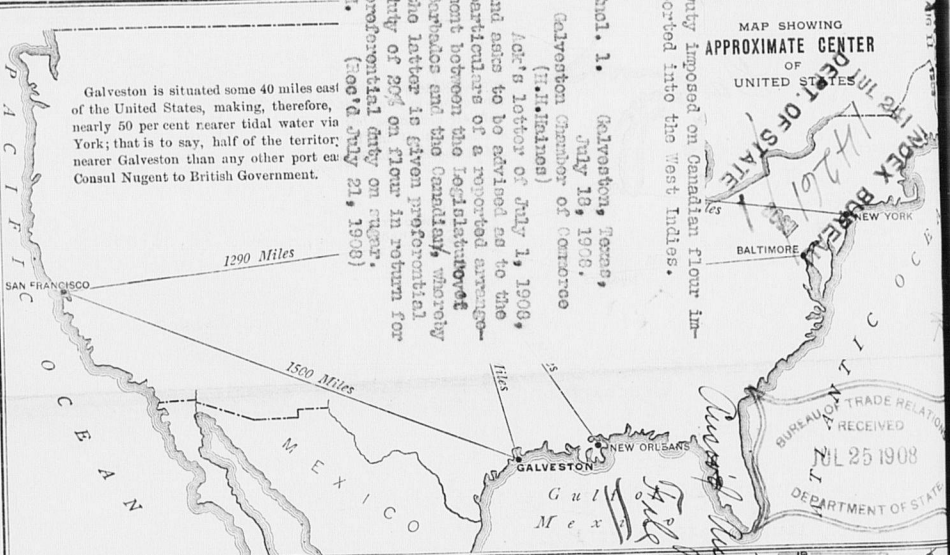
Moel. 1. Galveston, Texas,
July 18, 1908.
Galveston Chamber of Commerce
(H. H. Indians)

Lot's letter of July 1, 1908,
and acts to be advised as to the
particulars of a reported arrange-
ment between the legislative
bodies and the Canadian, whereby
the latter is given preferential
duty of 20% on flour in return for
preferential duty on sugar.
H. (Rec'd July 21, 1908)

Galveston is situated some 40 miles east
of the United States, making, therefore,
nearly 50 per cent rearer tidal water via
York; that is to say, half of the territory
nearer Galveston than any other port on
Consul Nugent to British Government.

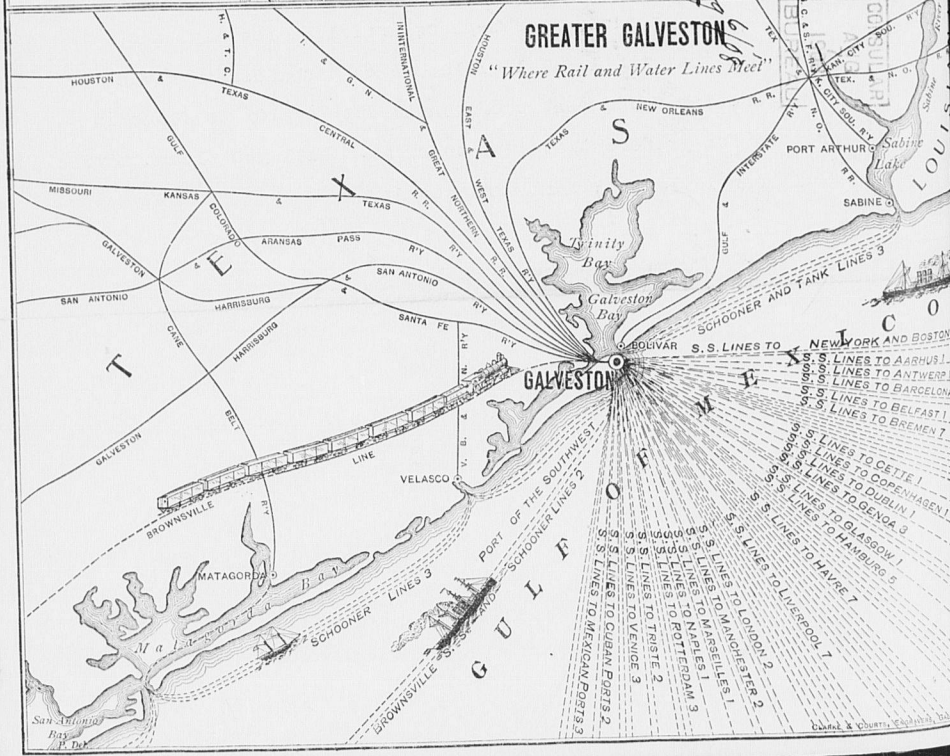
MAP SHOWING
APPROXIMATE CENTER
OF
UNITED STATES

INDEX BUREAU
DEPT. OF STATE
RECEIVED
JUL 25 1908
BUREAU OF TRADE RELATIONS
DEPARTMENT OF STATE



GREATER GALVESTON

"Where Rail and Water Lines Meet"



DEPARTMENT OF STATE,
WASHINGTON.

August 6, 1908.

Chester W. Martin, Esquire,
American Consul,
Barbados, West Indies.

Sir:

At the request of the Galveston Chamber of Commerce, of Galveston, Texas, you are instructed to report fully in regard to a tariff arrangement which, according to press despatches, has been recently made between the Governments of Canada and Barbados whereby the legislature of Barbados grants to Canada a preferential duty on flour in return for preferential treatment on sugar. Your report should be in triplicate, in order that one copy may be transmitted to the Department of Commerce and Labor.

I am, Sir,

Your obedient servant,

(For the Secretary of State)

W. J. CARR.

Chief Clerk.

A true copy of
the signed original.
[Signature]

100-11

DEPARTMENT OF JUSTICE
WASHINGTON, D. C.

May 10, 1944

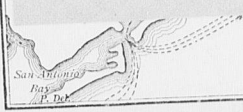
Director, Federal Bureau of Investigation
Washington, D. C.

Dear Sir:

Sir:

Reference is made to your letter of May 4, 1944, in which you requested information regarding the activities of the German-American Bund, Inc., and its branches in the United States. The Bureau has been advised that the German-American Bund, Inc., is a national organization which was organized in 1936 for the purpose of promoting the interests of German-Americans in the United States. It is a non-profit organization and its activities are limited to the promotion of the German-American cause. The Bureau has been advised that the German-American Bund, Inc., is not a subversive organization and its activities are not considered to be a threat to the national security.

Very truly yours,
Special Agent in Charge
Federal Bureau of Investigation
Washington, D. C.



INDIANAPOLIS

5

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100

CLARK & CHURCH, CHICAGO, ILL.

August 6, 1908.

Mr. H. H. Haines,
Secretary, Galveston Chamber of Commerce,
Galveston, Texas.

Sir:

By direction of the Secretary of State, I have to acknowledge the receipt of your letter of the 18th ultimo inquiring concerning a reciprocal tariff arrangement between the Governments of Canada and Barbados.

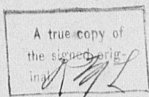
In reply, I have to inform you that the Department is not in possession of the terms of the reported arrangement, but that an instruction has been sent to the American Consul at Barbados, directing him to ascertain and report the details of the arrangement in question. The information will be transmitted to you as soon as received.

I am, Sir,

Your obedient servant,

W. J. CARR.

Chief Clerk.



GALVESTON CHAMBER OF COMMERCE

ROOM 23, COTTON EXCHANGE BUILDING
GALVESTON, TEXAS.

DIRECTORS

ROBT. J. COHEN	J. H. W. STEELE
M. LASKER	L. SCHNEIDER
J. H. LANGBEHN	F. C. PABST
JOHN ADRIANCE	JOHN SEALY
ED. KELLERSON	C. H. MCMASTER
ALFRED HOLT	H. MOBLE
	J. W. JOCKUSCH

August 31, 1908

IN YOUR REPLY PLEASE REFER TO OUR FILE No. 191

Department of State

Washington D. C.

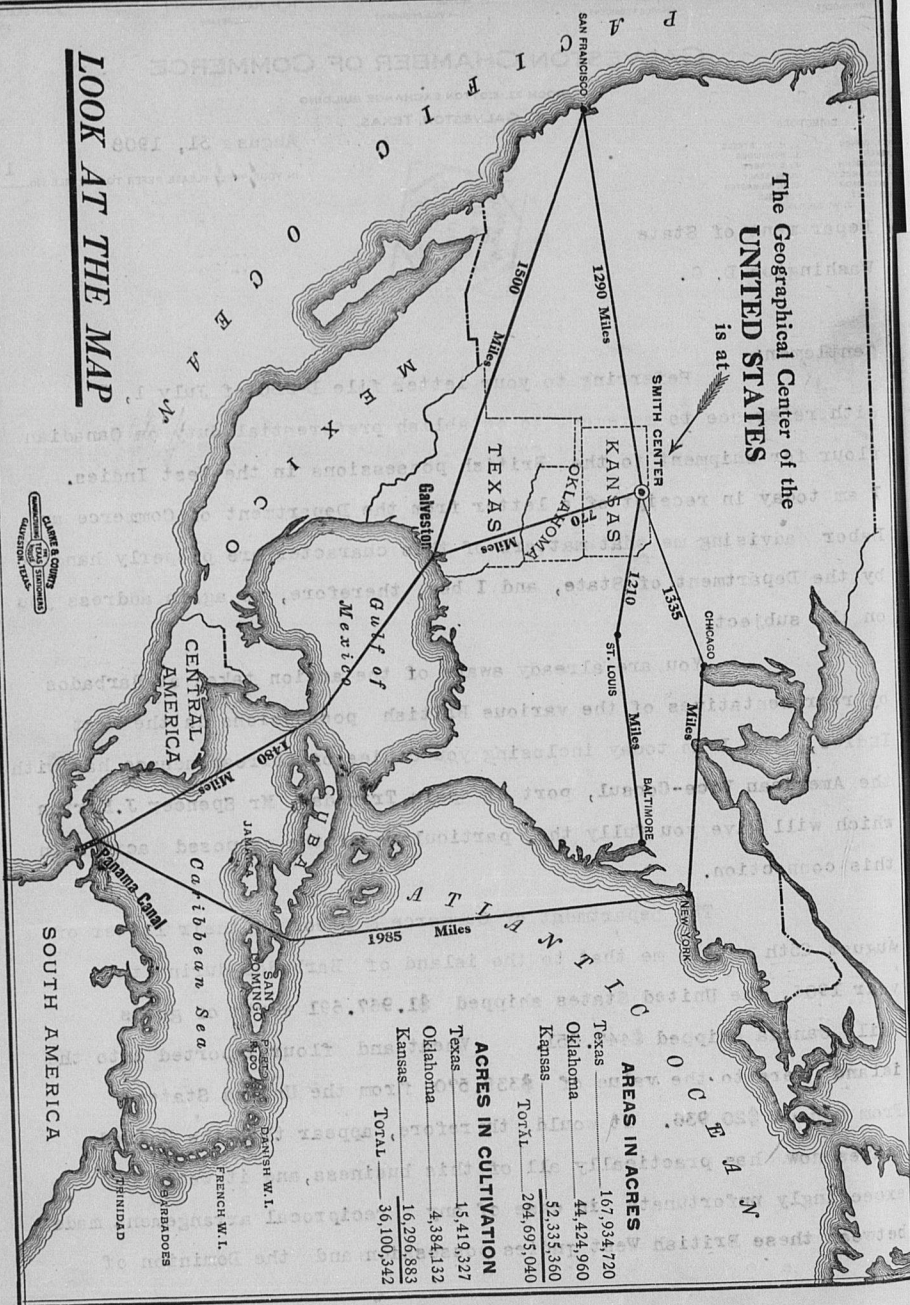
Gentlemen:-

Referring to your letter file D-JBO of July 1, with reference to movement to establish preferential duty on Canadian flour for shipment to the British possessions in the West Indies. I am today in receipt of a letter from the Department of Commerce and Labor advising me that matters of this character are properly handled by the Department of State, and I beg, therefore, to again address you on the subject.

You are already aware of the action taken at Barbados by representatives of the various British possessions in the West Indies, and I am today inclosing you copies of correspondence has with the American Vice-Consul, port of Spain Trinidad, Mr Spencer J. Kirton which will give you fully the particulars of the proposed action in this connection.

The Department of Commerce & Labor in their letter of August 25th advise me that to the island of Barbados during the year 1906, the United States shipped \$1,967,691 worth of goods while Canada shipped \$447,251. Wheat and flour imported into the island were to the value of \$339,570, from the United States- From Canada \$20,936. It would, therefore, appear that the United States now has practically all of this business, and it would be exceedingly unfortunate in case of any reciprocal arrangement made between these British West Indies possessions and the Dominion of

LOOK AT THE MAP



Dept State

Canada tha

as fully a

might be p

these peop

to market.

what way t

attention.

our Govern

will be ap

24-M-1008

Dept State #2

Canada that we should lose this trade.

I have not had opportunity to look into the question as fully as I should like but at this time it occurs to me that it might be possible for us to make some reciprocal arrangement with these people on their sugar, which is the article they desire most to market.

In the meantime, I would be glad to have you advise in what way this organization can assist in bringing this matter to the attention of those who of necessity must consider it on behalf of our Government, and your early reply fully explaining the situation will be appreciated.

Yours truly,

W. H. Haines

Secretary

HHH-M
22-1-1008

JUN 3 1912

INDEX BUREAU

SEP 4 1908
426155
2-4
DEPT OF STATE

duty imposed on Canadian flour imported into the West Indies.

Encl. 2-1. Galveston, Tex. Aug. 31, 1908.

Galveston Chamber of Commerce.

(H. H. Haines)

Referring to Dep't's letter of July 1, 1908, stating that he is in receipt of a letter under date of Aug. 25th, from the Dep't of Commerce and Labor, advising him of the amount of imports of wheat and flour into Barbados by the U. S. and Canada, and informing him that such matters should be handled by the State Dep't.

Requesters to be advised as to the proper course to be pursued by his organization looking to the establishment of a reciprocal arrangement with the Barbados on their sugar.

Enclosed copies of correspondence with the Am. Vice Consul at Port of Spain, giving particulars of the proposed action of the Chamber of Commerce at that place. B. (Rec'd Sept. 3, 1908.)

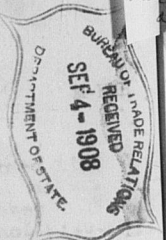
In the meantime, I would be glad to have you advise in what way this organization can assist in solving this matter to the satisfaction of those who of necessity must consider it on behalf of the Government and your early reply fully explaining the situation will be appreciated.

Yours truly,

Secretary

File

Ans'd Sept 5/08



No.

AMERICAN CONSULATE,

Trinidad, B.W.I., July 25, 1908.



Subject: Reply to Letter from the Galveston Chamber of Commerce, relative to establishment of direct trade with Trinidad, B.W.I.

The Honorable

Assistant Secretary of State,

Washington, D.C.

Sir:

I have the honor to enclose herewith in triplicate my reply to communication from the Galveston Chamber of Commerce, relative to the establishment of direct trade, with this Consular district, also my report to this body upon the subject of Canadian Reciprocity, and ^{of} copies of resolutions which have been passed in support of same.

Under separate cover please also find a copy of proceedings of a conference held in January last in Barbados relating to trade relations between the West Indies and the Dominion of Canada.

I have the honor to be, Sir,

Your obedient servant,

Spencer Gordon

American Vice-Consul.

Enclosures:

- ✓ 1.--Duplicate Copies of Correspondence.
- ✓ 2.--Resolutions passed at Canadian Reciprocity Conference.
- ✓ 3.--Copy of Resolutions moved and passed by Trinidad Chamber of Commerce.

JUN 27 1908
RECEIVED
BUREAU OF TRADE RELATIONS
SEP 4-1908
DEPARTMENT OF STATE
Autograph copy...
Self to signature
Autograph copies, not to be signed, other filed.
ditto.
ditto.

Enclosure No. 1.

TRIPLICATE

Trinidad Chamber of Commerce.

Case No. 3. (INCOMPETENT)



San Port of Spain.

Trinidad, B.W.I.,

July 25, 1908.

Galveston Chamber of Commerce,
Galveston, Texas.

Gentlemen:

In reply to your letter of June 18, 1908, File No. 231, I have to inform you that upon inquiry I have ascertained that there is movements on foot here to establish reciprocity Treaty with the Dominion of Canada similar to that which has already been passed in Barbados. Under Cover I beg to hand you a copy of the resolutions which was placed before the Chamber of Commerce on the 21, instance and passed. The Secretary of the Chamber of Commerce is now in communication with the Governor upon the subject, who will have to refer the matter to the Secretary of State for the Colonies. If approved by the Secretary of State it will then be referred back to the Governor who will then have to place it before the local Council before any law can be passed to alter the present Customs Tariff for the establishment of reciprocal relations with Canada, and after this the Canadian Government will be approached upon the subject, so as you see there will be considerable delay in the matter. In January last there was a conference held in Barbados, at which all of the Islands were represented for the purpose developing trade with Canada, and I am now forwarding you Copies of resolutions passed at the meeting for that purpose.

With these facts in your possession, I consider you will be able to take up this matter more fully with the Secretary of the Chamber of Commerce here, as advised by my letter of even date. There has been no movement made that I am aware of by ~~me~~ our Government to counteract the Canadian reciprocity.

Under cover I beg to hand ^{you} latest prices current, which will serve as a comparative statement between the prices of American & Canadian Woodstuffs.

Yours very truly,

Samuel J. P. ...
American Vice-Consul.



Enclosure

TRIPPLICATE

Port of Spain,

Trinidad, B.W.I.

July 27, 1908.

Salveston Chamber of Commerce,
Salveston, Texas.

Gentlemen:

In reply to your letter of June 18, 1908, File No. 271, I have to inform you that upon inquiry I have ascertained that there is movement on foot here to establish reciprocity Treaty with the Dominion of Canada similar to that which has already been passed in Barbados. Under cover I beg to hand you a copy of the resolutions which was placed before the Chamber of Commerce on the 21st instance and passed. The Secretary of the Chamber of Commerce is now in communication with the Governor upon the subject, who will have to refer the matter to the Secretary of State for the Colonies. If approved by the Secretary of State it will then be referred back to the Governor who will then have to place it before the local Council before any law can be passed to alter the present Customs Tariff for the establishment of reciprocity relations with Canada, and after this the Canadian Government will be approached upon the subject, so as you see there will be considerable delay in the matter. In January last there was a conference held in Barbados, at which all of the Islands were represented for the purpose developing trade with Canada, and I now forwarding you copies of resolutions passed at the meeting for that purpose.

With these facts in your possession, I consider you will be able to take up this matter now fully with the Secretary of the Chamber of Commerce here, as advised by my letter of even date. There has been no movement made that I am aware of by our Government to counteract the Canadian reciprocity.

Under cover I beg to hand latest prices current, which will serve as a comparative statement between the prices of American & Canadian products.

Yours very truly,

American Vice-Consul.

Trinidad Chamber of Commerce.
Enclosure No. 3. (INCORPORATED.)

Port-of-Spain,

16th July, 1908.

You are requested to attend a
Statutory Meeting to be held at the
News Room, at 9 a.m., on Tuesday,
21st instant.

AGENDA.

- 1^o Correspondence. Letters from Colonial Secretary of 27 June *re* Brussels Convention and of 30th June *re* Treaty of Commerce with Serbia. Letters from Anglo-American Cattle Products Co., Ltd. of 21st April, McAlpine Publishing Co., of 20 April, Commercial Intelligence of 28th April, Bermuda Chamber of Commerce of 20th May, C. H. Luke of 9th July, Faudels Ltd. of 18th June, A. E. Aspinall of 15th and 24th April and 9th June.
- 2^o Petition as to delay in the recovery of debts in the District Court.
- 3^o Resolution to be moved by Mr. E. Tripp.
"That in the opinion of this Chamber the time has arrived when effect should be given, so far as concerns Trinidad to the resolution passed at the recent Canadian Reciprocity Conference that the customs tariff of the various West Indian Colonies should be re-arranged with a view to giving preference to goods imported from the Dominion of Canada, and the attention of the Government is respectfully called to an Act already passed in Barbados in accordance with the terms of that resolution."
- 4^o General Business.

Adam Smith

Honorary Secretary.



Chinese Chamber of Commerce

Office No. 1, (Incorporated)

San Francisco

10th July 1908

Dear Sir,
I am very glad to hear that you are interested in the
Chinese Chamber of Commerce and its work.

I am very glad to hear that you are interested in the
Chinese Chamber of Commerce and its work.

I am very glad to hear that you are interested in the
Chinese Chamber of Commerce and its work.

Government will be approached upon the subject, so as you see
there will be considerable delay in the matter. In January last
there was a conference held in Harbin, at which all of the
Islands were represented for the purpose of developing trade with
Canada, and I am forwarding you copies of resolutions passed at
the meeting for that purpose.
With these facts in your possession, I consider you will be
able to take up this matter more fully with the Secretary of the
Chamber of Commerce here, as advised by my letter of even date.
There has been no movement made that I am aware of by my own
Government to counteract the Canadian reciprocity.

Under cover I had to hand latest prices current, which will
serve as a comparative statement between the prices of American &
Canadian products.
Yours very truly,
American Vice-Consul

CANADIAN RECIPROCITY CONFERENCE.

Enclosure No.2.

BARRATON - JANUARY, 1908.

RESOLUTIONS PASSED BY THE CONFERENCE.

Resolved: That in the opinion of this Conference, the development of trade relations between the British West India Islands and British Guiana on the one hand and the Dominion of Canada on the other is very desirable, and the matter is commended to the favourable consideration of the Imperial Government and the other Governments concerned.

Resolved: Whereas Canada has for the past ten years admitted British goods on favourable terms, and several of the West Indian Colonies have derived from the concession manifest and increasing benefits,

The time has, in the opinion of this Conference, arrived for the Dominion and the West Indies to enter into negotiations for reciprocal tariff concessions, in order to ensure a continuance and obtain possible extension of these benefits and to draw more closely together for their mutual advantage the chief British possessions in the Western Hemisphere.

And this Conference recommends the foregoing to the favourable consideration of the Colonial Governments concerned.

Resolved: That in the opinion of this Conference the establishment of improved and cheaper communication between Canada, the West Indies, and British Guiana by means of an All British telegraphic system, is most desirable for the improvement of mutual trade relations, and the Conference is gratified to learn that the Canadian Government has the subject under consideration.

Resolved: This Conference is of opinion that in order to improve the trade relations between Canada and the West Indies and British Guiana it is absolutely necessary that there should be provided greater facilities for transportation by rail or otherwise in Canada, and that the line of steamers engaged in the trade between the places named should be regular and punctual in maintaining their time table and that communication should be more frequent than at present.

Further, that more space for cargo should be available in the steamships engaged in the service.

Resolved: In order to place on record in a definite form the views of this Conference on the subject of Reciprocity, it is hereby resolved:

That the end to be sought is an arrangement for mutual concessions between the Dominion of Canada on the one side and the British West Indies (including British Guiana) collectively on the other side on the broadest basis consistent with financial requirements.

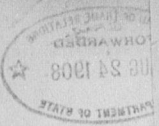
That owing to differences in their respective circumstances it is at present impracticable for the West Indies to unite in such an arrangement, and only indefinite postponement can result from making unanimity a necessary condition.

That to the colonies which are mainly dependent upon the sugar industry it is of urgent importance to render secure the advantage now obtained in the Canadian market, and any delay in enabling them by mutual tariff arrangements to do so would be regrettable.

That for the foregoing reasons the initial step might most conveniently be taken by a group of the most vitally interested colonies, together with such other colonies as may desire to co-operate, jointly negotiating upon a tariff, uniform or assimilated, as regards certain specified commodities.

That the United Kingdom and all British Possessions should have the benefit of any concessions granted to Canada, and that in any arrangement provision should be made for subsequent adherence by other British West Indian Colonies.

Resolved: That in the opinion of this Conference the Governments of the various West India Colonies, including British Guiana, should with the least possible delay proceed to re-arrange



Committee of Commerce

July 1908

...that there
...with
...been
...of the
...on
...of
...on the
...of
...of State
...then have
...be passed
...ent of
...Canadian

...is being
...to be held at the
...of a ...
...not included.

...Committee of Commerce
...to be held at the
...of a ...
...not included.

Government will be approached upon the subject, so as you see
there will be considerable delay in the matter. In January last
there was a conference held in Barbados, at which all of the
Islands were represented for the purpose developing trade with
Canada, and I now forwarding you copies of resolutions passed at
the meeting for that purpose.
With these facts in your possession, I consider you will be
able to take up this matter more fully with the Secretary of the
Chamber of Commerce here, as advised by my letter of even date.
There has been no movement made that I am aware of by our
Government to counteract the Canadian reciprocity.

Under cover I beg to send latest price current, which will
serve as a comparative statement between the prices of American &
Canadian products.
Yours very truly,
American Vice-Consul.

regrettable.

That for the foregoing reasons the initial step might most conveniently be taken by a group of the most vitally interested colonies, together with such other colonies as may desire to co-operate, jointly negotiating upon a tariff, uniform or assimilated, as regards certain specified commodities.

That the United Kingdom and all British Possessions should have the benefit of any concessions granted to Canada, and that in any arrangement provision should be made for subsequent adherence by other British West Indian Colonies.

Resolved : That in the opinion of this Conference the Governments of the various West India Colonies, including British Guiana, should with the least possible delay proceed to re-arrange their Customs Tariffs with a view to giving a preference to the goods set out in the schedule hereto annexed, when such goods are the growth, produce, or manufacture of any part of the British Empire.

SCHEDULE.

Flour.
Cheese.
Cordage.
Butter.
Hay.
Oats.
Peas.
Fish.
Lumber (other than Pitch Pine).
Bacon and Hams.
Cooperage Stock.
Shingles.
Bran.
Bread and Biscuits.
Soap.
Grain.
Horses.
Boots and Shoes.
Paper.
Beef (Salted or Canned).
Pork.

Or such other articles as may be substituted.

PORT OF SPAIN

TRINIDAD B. W. I.

July 25 1903

Galveston Chamber of Commerce

Galveston Texas.

Dear Sir:

In reply to your letter of June 18, 1903, file 231, I have to inform you that upon inquiry I have ascertained that there is a movement on foot here to establish a reciprocity treaty with the Dominion of Canada similar to that which has already been passed in Barbados.

Under cover I beg to hand you a copy of the resolutions which was placed before the Chamber of Commerce on the 21 instance and passed. The secretary of the Chamber of Commerce is now in communication with the Governor upon the subject who will have to refer the matter to the Secretary of the State for the colonies. If approved by the Secretary of the state it will then be referred back to the Governor who will then have to place it before the local council before any law can be passed to alter the present Customs Tariff, for the establishment of reciprocal relations with Canada and after this the Canadian Government will be approached on the subject so as you see there will be considerable delay in the matter. In January last there was a conference held in Barbados at which all of the islands were represented for the purpose of developing trade with Canada and I am now forwarding you copies of resolutions passed at the meeting for that purpose.

With these facts in your possession I consider you will be able to take up this matter more fully with the secretary of the Chamber of Commerce here as advised by my letter of even date. There has been no movement made that I am aware of by our Government to counteract the Canadian reciprocity. Under cover I beg to hand you latest prices current which will serve as a comparative statement between the prices of American and Canadian Foodstuffs.

Yours very truly,

Spencer J Kirtton
American Vice Consul.

That in the opinion of this conference the Governments of the various West Indies Colonies including British Guiana should with the least possible delay proceed to re-arrange their Customs Tariffs with a view to giving a preference to the goods set out in the schedule hereto annexed when such goods are the growth, produce or manufacture of any part of the British Empire.

SCHEDULE

Flour
Cheese
Cordage
Butter
Hay
Oats
Peas
Fish
Lumber (other than Pitch Pine)
Bacon and Hams
Cooperage stock
Shingles
Bran
Bread and Biscuits
Soap
Grain
Horses
Boots and Shoes
Paper
Beef (salted or Canned)
Pork.

Or such other articles as may be substituted.

BUREAU OF TRADE RELATIONS.

MEMORANDUM.

.....September 5., 1908.

Dear Mr. Adee:

I regard this as a very troublesome letter to answer and I beg to ask your careful scrutiny of this draft. I am not at all sure that it is the best thing to say from the standpoint of expediency, although I do know that this is no time for reciprocity negotiations under anything but Section 3.

Very respectfully,

J. B. Abner

Honorable A. A. Adee,
Acting Secretary.

Dear Mr. Secretary,
What do you think - I
hesitate - *add*

DEPARTMENT OF STATE.

Second Assistant Secretary's Room.

MEMORANDUM.

Sept. 9, 1908.

Mr. Osborne:

Please re-write this
with corrections indicated
by the Secretary on the
margin.

A.A.A.

14261/2-4

DEPARTMENT OF STATE,
WASHINGTON.

DuP J. B. A.

September 5, 1908.

Mr. H. H. Haines,
Secretary, Galveston Chamber of Commerce,
Room 23, Cotton Exchange Building,
Galveston, Texas.

Sir:

The Department is in receipt of your letter of the 31st ultimo relative to commercial relations between the United States and the British West Indian Colonies, particularly Barbados and Trinidad. You suggest the propriety of making some reciprocal arrangement with them on the basis of their sugar, which you state is the article they desire most to market.

In reply I have to inform you that the Department, although earnestly desirous of doing everything proper for the protection and improvement of our existing trade relations with those colonies, does not feel justified in initiating at this time negotiations looking to the conclusion with them of reciprocity treaties, which would necessarily require submission to and concurrence by the Senate of the United States, as well as the enactment by the Congress of confirmatory legislation to carry into effect any changes of duties in our own tariff.

As regards your suggestion that the United States might obtain tariff advantages in the British West Indian Colonies in return for concessional

Adm could possibly be expected to have the next spring. In view of the provision

Subject should be referred to the Secretary of State. The Department of State, Washington. Attention should be given to the case.

- 2 -

concessional treatment of our imports of their sugar, your attention is called to the Act of Congress approved December 17, 1903, carrying into effect the reciprocity convention with Cuba and providing that "no sugar, the product of any other foreign country, shall be admitted by treaty or convention into the United States while this convention is in force at a lower rate of duty than that provided by the Tariff Act of the United States approved July 24, 1897".

I am, Sir,

Your obedient servant,

Acting Secretary.

September 10, 1908.

Mr. H. H. Haines,
Secretary, Galveston Chamber of Commerce,
Room 23 Cotton Exchange Building,
Galveston, Texas.

Sir :

The Department is in receipt of your letter of the 31st ultimo relative to commercial relations between the United States and the British West Indian Colonies, particularly Barbados and Trinidad. You suggest the propriety of making some reciprocal arrangement with them on the basis of their sugar, which you state is the article they desire most to market.

In reply I have to inform you that the Department, although earnestly desirous of doing everything proper for the protection and improvement of our existing trade relations with those colonies, does not feel justified in initiating at this time negotiations looking to the conclusion with them of reciprocity treaties, which would necessarily require submission to and concurrence by the Senate of the United States, as well as the enactment by the Congress of confirmatory legislation to carry into effect any changes of duties in our own tariff.

Action

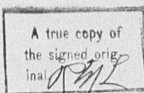
Action could hardly be expected pending the revision of the tariff next spring. In view of that revision the subject should properly be brought to the attention of Congress.

I am, Sir,

Your obedient servant,

ALVEY A. ADEE.

Acting Secretary.



No. ---



AMERICAN CONSULATE,

BRIDGETOWN, BARBADOS, W.I. August 25th, 1908.

SUBJECT: Enclosing report in triplicate on Present
Status of Preferential Arrangement between
the Governments of Canada and Barbados,
regarding Flour and Sugar.

THE HONORABLE

ASSISTANT SECRETARY OF STATE,

WASHINGTON, D. C.

SIR:

I have the honor to enclose herewith report in
in triplicate, called for by Department's File No. 14261/ 1,
of August 6th, 1908.

I have the honor to be, Sir,

Your obedient servant,

Chester W. Martin

American Consul.

ENCLOSURE:

As indicated.

SEP 26 1908

INDEX BUREAU

14261/5-6
DEPT. OF STATE

CONSULAIR
SEP 10 1908
BUREAU

Duty imposed on Canadian flour imported into the West Indies.

Encl. 5-6. Barbados, W. I. Aug. 25, 1908.

Am. Consulate (Martin) #...

Encloses report on the present status of preferential arrangement between Canada and Barbados regarding flour and sugar, as called for in Dep't's instruction of Aug. 6, 1908.
H. (Rec'd Sept. 8, 1908)

BUREAU OF TRADE RELATIONS.

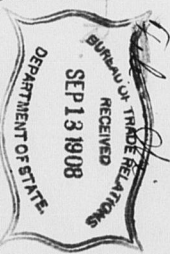
SEP 23 R

ACKNOWLEDGED

Wak by J.W.M.

Sept 16, 1908

BUREAU OF TRADE RELATIONS
SEP 23 1908



Sept 16, 1908. 32988.

FILE

Copy of report sent
to H.H. Harris, Sec.
Secretary of War
Sept 16/08

REPORT IN RESPO
14261/ 1), OF A
BETWEEN THE GOV
THE LEGISLATURE

*Return Index
papers (Barbados)
to Mr Osborn*

CTION (FILE NO.
TARIFF ARRANGEMENT
BARBADOS, WHEREBY
NADA A PREFERENTIAL
DUTY ON FLOUR IN RETURN FOR PREFERENTIAL DUTY ON SUGAR.

No arrangement of the above nature has been entered into between the two Governments. There has, however, been an initiative act on the part of the Barbados Government, whereby they propose to place a duty on flour from British countries, of \$1.00 per barrel and on flour from all Foreign countries, of \$1.20 per barrel, in return for farther concessions on sugar above the 33 1/3% now allowed by the Canadian Government. This must, of course, be approved by the Home Government as well as the Canadian. The proposition also includes a preferential duty by the Barbados Government on several other articles, which will be the subject of a future report.

It is extremely doubtful as to whether a satisfactory arrangement can be agreed upon between the two countries. The Department will be kept fully informed as to future negotiations in the matter.

Chester W. Mastie

American Consul.

Barbados, August 25, 1906.

SEP 30 1908

INDEX BUREAU

101
14261/5-6

DEPT. OF STATE

Duty imposed on Canadian flour imported into the West Indies.

Encl. 5-6. Barbados, W. I. Aug. 25, 1908.

Am. Consulate (Martin) ~~Enc.~~
Encloses report on the present status of preferential arrangement between Canada and Barbados regarding flour and sugar, as called for in Dep't's instruction of Aug. 6, 1908.
H. (Rec'd Sept. 8, 1908)

CONSULAR
SEP 10 1908
BUREAU

*Copy of report sent
to H.H. Harris, Secy
Salvador Chamber of Com
Sept 16/08
H.L.*

BUREAU OF TRADE RELATIONS.

SEP 23 K

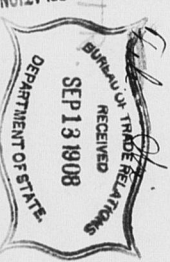
ACKNOWLEDGED

ack by form

Sept 16, 1908

ACKNOWLEDGED
SEP 20 1

BUREAU OF TRADE RELATIONS



Copy sent - 413, Aug. 32988.

FILE

REPORT IN RESPONSE TO DEPARTMENT INSTRUCTION (FILE NO. 14261/ 1), OF AUGUST 6TH, RELATIVE TO TARIFF ARRANGEMENT BETWEEN THE GOVERNMENTS OF CANADA AND BARBADOS, WHEREBY THE LEGISLATURE OF BARBADOS GRANTS TO CANADA A PREFERENTIAL DUTY ON FLOUR IN RETURN FOR PREFERENTIAL DUTY ON SUGAR.

No arrangement of the above nature has been entered into between the two Governments. There has, however, been an initiative act on the part of the Barbados Government, whereby they propose to place a duty on flour from British countries, of \$1.00 per barrel and on flour from all Foreign countries, of \$1.20 per barrel, in return for farther concessions on sugar above the 33 1/3% now allowed by the Canadian Government. This must, of course, be approved by the Home Government as well as the Canadian. The proposition also includes a preferential duty by the Barbados Government on several other articles, which will be the subject of a future report.

It is extremely doubtful as to whether a satisfactory arrangement can be agreed upon between the two countries. The Department will be kept fully informed as to future negotiations in the matter.

Chester W. Mastie

American Consul.

Barbados, August 25, 1906.

DEPARTMENT OF STATE,
WASHINGTON.

September 16, 1908.

Mr. H. H. Haines, Secretary,
Galveston Chamber of Commerce,
Room 23, Cotton Exchange Building,
Galveston, Texas.

Sir:

Referring to your letter of July 18, 1908, requesting information as to the action of the local legislature of Barbados with reference to a preferential duty on Canadian flour imported into the West Indies, I enclose herewith copy of a report sent to this Department by the American Consul at Barbados, dated August 25, with reference to a proposed arrangement of this matter.

I am, Sir,

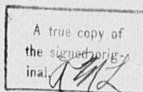
Your obedient servant,

HUNTINGTON WILSON.

Third Assistant Secretary.

Enclosure:

As stated.



MINISTRY OF DEFENSE
WASHINGTON

September 1, 1902

Mr. J. L. ...
Department of Defense
Room 35, Capitol Building
Washington, D.C.

Reference is made to your letter of July 10, 1902, requesting
information as to the action of the local legislative
bodies in the matter of the proposed amendment to the
constitution of the District of Columbia. I enclose herewith
a copy of a report sent to the Department by the
Committee on the subject, dated August 20, 1902, which contains
a summary of the action of the various legislative
bodies in the District.

Very truly,
J. L. ...

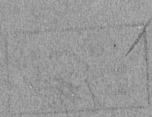
John ...

JOHN ...

Very respectfully,
John ...

Enclosure

AS ORDERED



Sir:

dated

I have

ditto

Depart

Hon.

b-



Department of Commerce and Labor
OFFICE OF THE SECRETARY
Washington



September 24, 1908.

Sir:

Referring to the report of the American Consul at Bridgetown, Barbados, dated August 29, 1908, transmitting a copy of the Preferential Tariff Act, I have the honor to request that the Consul be instructed to forward two additional copies of the Act, for the use of the Bureau of Manufactures of this Department, as soon as it is put into force.

I have the honor to be, Sir,

Your obedient servant,

Frederic S. Evans
Secretary.

Hon. Elihu Root,
Secretary of State.

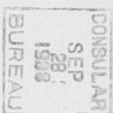
b-

OCT 2 1908

INDEX BUREAU
OCT 2 1908
142617
DEPT. OF STATE

Duty imposed on Canadian flour
imported into the West Indies.

Encl. 7. September 24, 1908.
Department of Commerce & Labor.
Asks that the Am. Consul at
Barbados, W. I., be instructed to
forward two additional copies of
the Preferential Tariff Act.
L. (Rec'd September 26, 1908)



30 1908
To Barbados Sep
Fech

14261/7

W/F

DEPARTMENT OF STATE,
WASHINGTON.

Serial No. 6.

September 30, 1908.

Chester W. Martin, Esquire,
American Consul,
Barbados, West Indies.

Sir:

At the request of the Department of Commerce and Labor
in a letter of the 24th instant, you will forward to the
Department two copies of the Preferential Tariff Act.

I am, Sir,

Your obedient servant,

(For the Secretary of State)

W. J. CARR.

Chief Clerk.

A true copy of
the signed orig-
inal *WJ*

OCT 2 1908

CONSULAR
SEP 30 1908

RECEIVED
OCT 2 1908

INDEX BUREAU

DEPT. OF STATE

142617

CONSULANT
SEP
28
1908
BUREAU

Duty imposed on Canadian flour
imported into the West Indies.

Encl. 7. September 24, 1908.

Department of Commerce & Labor.

Asks that the Am. Consul at
Barrados, W. I., be instructed to
forward two additional copies of
the Preferential Tariff Act.
L. (Rec'd September 26, 1908)

10 Barrados Sep
30 1908
TCH

14261/7

W/F

DEPARTMENT OF STATE,

WASHINGTON.

Serial No. 6.

September 30, 1908.

Chester W. Martin, Esquire,

American Consul,

Barbados, West Indies.

Sir:

At the request of the Department of Commerce and Labor
in a letter of the 24th instant, you will forward to the
Department two copies of the Preferential Tariff Act.

I am, Sir,

Your obedient servant,

(For the Secretary of State)

W. J. CARR.

Chief Clerk.

A true copy of
the signed origi-
nal *WJ*

OCT 3 1908

CONSUL
SEP 30 1908

Depart

Dear

file

Canad

of th

1960
JAN 10
1960

M. LASKER,
PRESIDENT

J. H. LANGBEHN,
1ST VICE PRESIDENT

H. MOSLE,
2ND VICE PRESIDENT

H. H. HAINES,
SECRETARY

JOHN SEALY,
TREASURER

BARBADOS

GALVESTON CHAMBER OF COMMERCE

ROOM 23, COTTON EXCHANGE BUILDING
GALVESTON, TEXAS.

September 22, 1908

DIRECTORS

MORT. L. COHEN
M. LASKER
J. H. LANGBEHN
JOHN ADRIANCE
ED. SEELIGSON
ALFRED HOLT

J. H. W. STEELE
L. SCHNEIDER
F. C. PABST
JOHN SEALY
C. H. MUMASTER
H. MOSLE
J. W. JOCKURCH



IN YOUR REPLY PLEASE REFER TO OUR FILE No. _____

Department of State,

WASHINGTON, D. C.

Dear Sir:-

Please accept my thanks for your letter of Sept. 16th,
file 14261/5-6, with reference to the matter of preferential duty on
Canadian Flour for the B. W. I.

May I ask your department to keep me advised of the progress
of these negotiations.

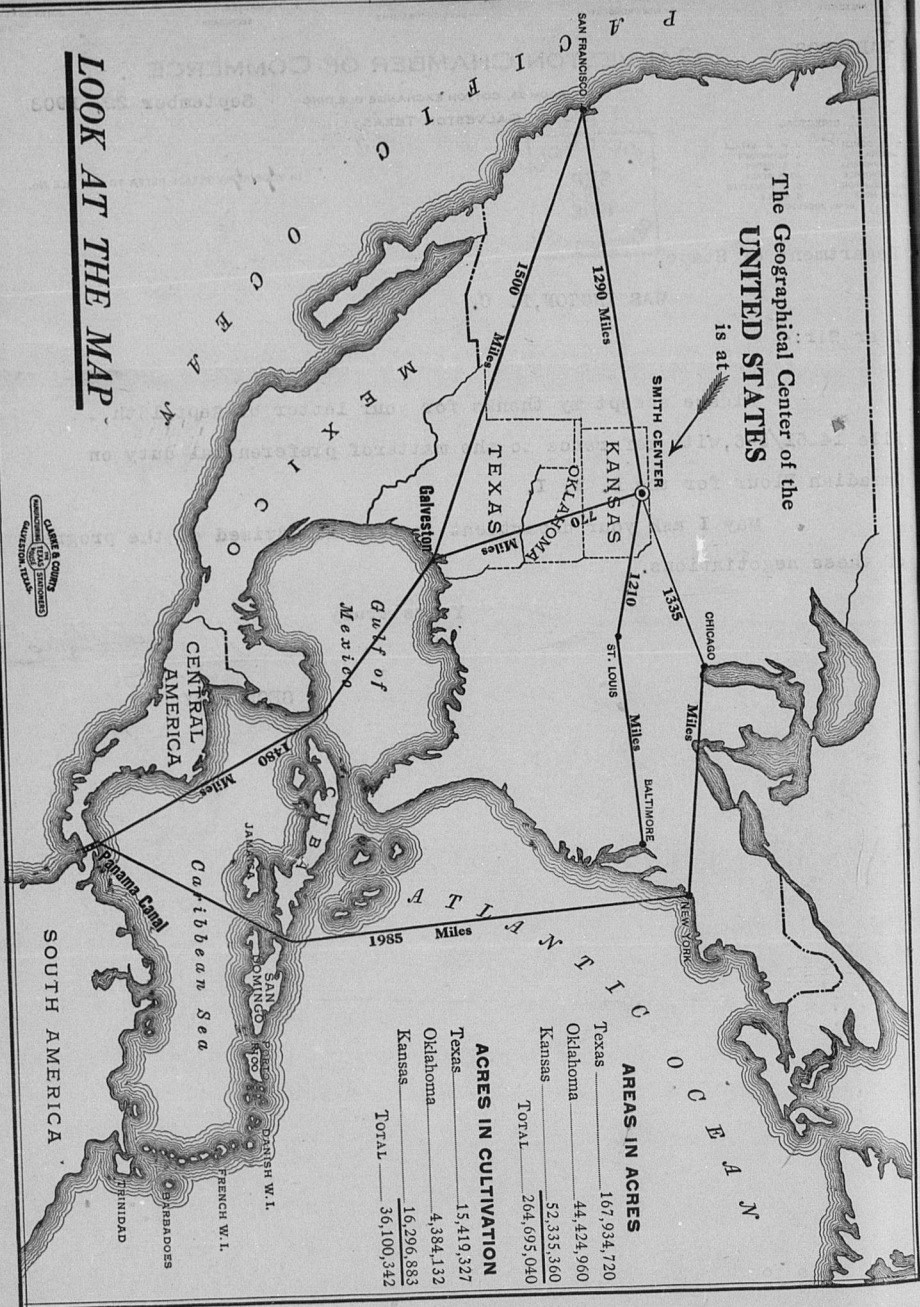
Yours truly

H. H. Haines

SECRETARY

m.

The Geographical Center of the UNITED STATES is at



AREAS IN ACRES

Texas	167,934,720
Oklahoma	44,424,960
Kansas	52,335,360
Total	264,695,040

ACRES IN CULTIVATION

Texas	13,419,327
Oklahoma	4,384,132
Kansas	16,296,883
Total	36,100,342

LOOK AT THE MAP

CLARK & CO. INC.
CHICAGO, ILL.
Copyright 1934

No. ---

AMERICAN CONSULATE,

BRIDGETOWN, BARBADOS, W.I. October 16 , 1908 .



SUBJECT: Forwarding two copies of the

INDEX BUREAU

22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100

DEPT. OF STATE

Duty imposed on Canadian flour
imported into the West Indies.

Encl. 8. Galveston, Texas,
September 22, 1908.

Galveston Chamber of Commerce
(H. H. Haines)

Ack's with thanks letter of the
16th instant, regarding preferential
duty on Canadian flour for the
British West Indies, and asks to
be kept advised of the progress of
negotiations.

J. (Rec'd September 28, 1908)



No. ---

AMERICAN CONSULATE,

BRIDGETOWN, BARBADOS, W.I. October 16 , 1908 .



SUBJECT: Forwarding two copies of the
Preferential Tariff Act of Barbados.

THE HONORABLE

ASSISTANT SECRETARY OF STATE,

WASHINGTON, D. C.

SIR:

I have the honor to enclose herewith two copies of the "Preferential Tariff Act" of Barbados, as requested by Department's File No. 14251 /7, Serial No. 6, of September 30th. As stated in my unnumbered despatch of August 29th, this act is not in force. It must first be approved by the Home and Canadian Governments and assented to by the Governor of Barbados.

I have the honor to be, Sir,

Your obedient servant,

Chester W. Martin

American Consul.

ENCLOSURES:

As stated.

INDEX BUREAU
P 28
4261
888

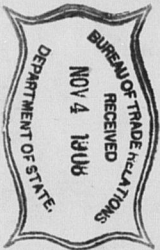
DEPT OF COMMERCE
BUREAU OF TRADE RELATIONS
RECEIVED

INDEX BUREAU

4261/3
202 9.11
DEPT. OF STATE

Preferential Tariff Act of Barbados.

Encl. 9-11. Barbados, W. I.
Oct. 16, 1908.
Am. Consulate (artin) /
Encloses 2 copies of the "Preferential Tariff Act" of Barbados, as instructed in No. 6, of Sept. 30.
This act is not in force, but must first be approved by the Home Gov't and Canadian Gov't and assented to by the Governor of Barbados.
Re. (Rec'd Oct. 26, 1908)



Copy to B. W. G. 3446

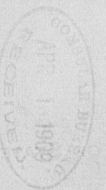
BUREAU OF TRADE RELATIONS

NOV 11 1908

ACKNOWLEDGED

FILE

11



Free W.

No. 1472

IN REPLYING, THE ABOVE NUMBER
AND DATE OF THIS LETTER
ARE TO BE QUOTED.

Colonial Secretary's Office,

BARBADOS,

15th October 1908.

Sir,

In accordance with the request contained in your letter No. 1388 of the 12th instant, I have the honour to enclose herewith two copies of a Bill to fix a tariff of duties on goods imported into this Colony which has been passed by the House of Assembly and the Legislative Council.

2. The Governor not having as yet assented to it, this Bill is inoperative.

I have the honour to be

Sir,

Your most obedient servant

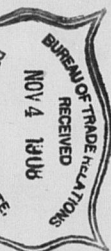
H.W. Collymore

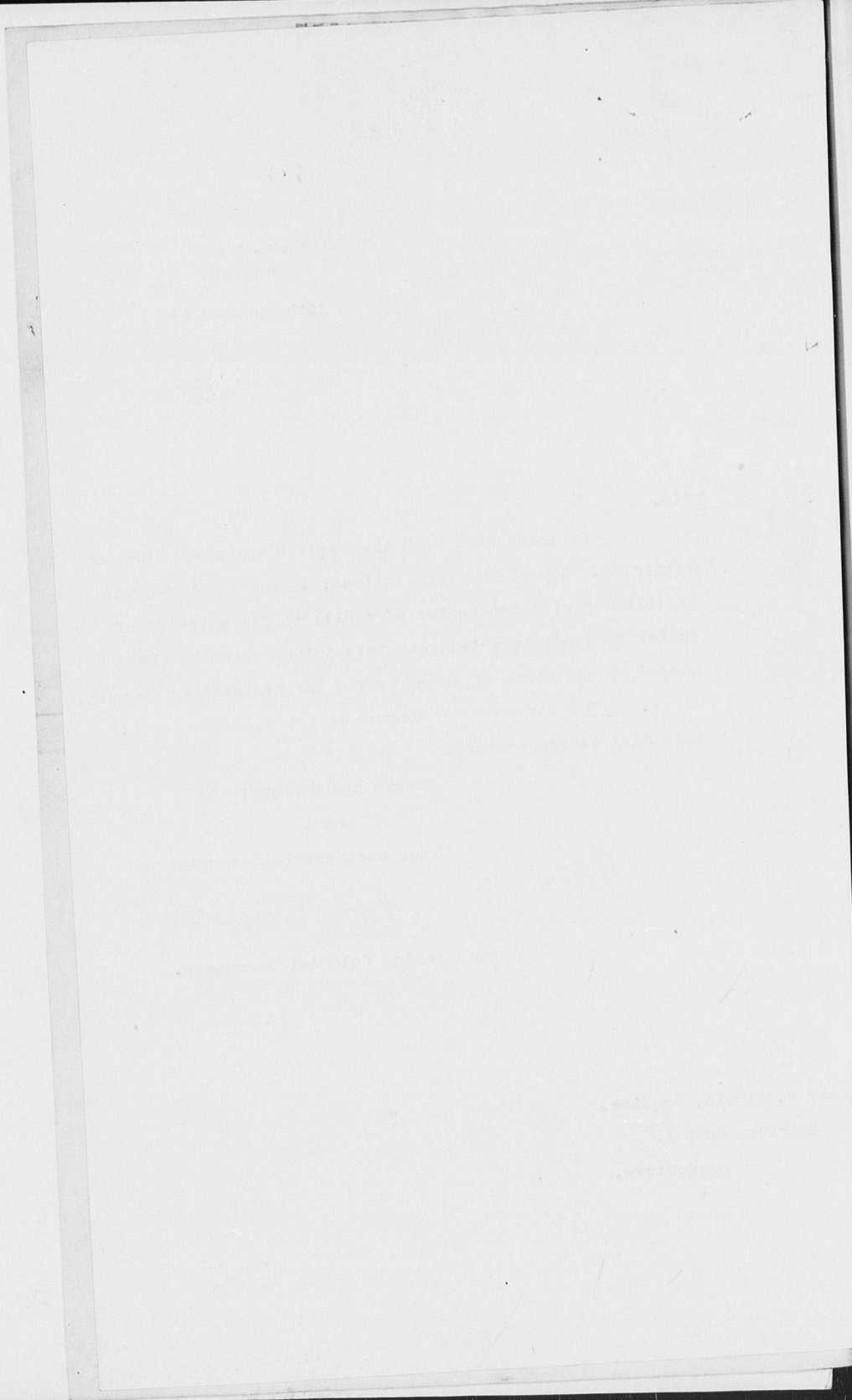
for Acting Colonial Secretary.

Master W. Martin, Esquire.

American Consul.

Bridgetown.





A Bill to fix a tariff of duties on goods imported into this Colony.

BE it enacted by the Governor, Council, and Assembly of this Island, and by the authority of the same as follows:-

1. This Act may be cited as the Customs Tariff Act, Short title. 1908.

2. (1.) There shall be raised, levied, collected, and paid ^{Duties of Customs} unto His Majesty, his heirs and successors, for the use of this colony, upon live stock goods, wares, and merchandise imported into this colony, or which may be in bond when this Act comes into operation, the several rates of duties of customs, set opposite to each item respectively, in the column of the tariff applicable to the goods, in Table "A" in the Schedule to this Act entitled "Duties of Customs Inwards," subject to the following conditions, viz:

(a) The rates of Customs duties set forth in column 1 "British Preferential Tariff" shall apply to goods, the produce or manufacture of any British country when imported direct from any British country.

(b.) The rates of Customs duties set forth in column 2, "General Tariff" shall apply to all goods not entitled to admission under the British Preferential Tariff.

(c.) Proof of origin, as prescribed by the Governor-in-Executive Committee, shall be furnished with the bill of entry at the custom House for goods admitted to entry under the British Preferential Tariff.

(II) The Governor in-Executive-Committee may make such regulations as are deemed necessary for carrying out the provisions of the tariffs mentioned in this section.

3. The articles mentioned in Table B in the ^{Exemptions from} Scheule to this Act entitled, "Exemptions from duty" ^{duty.} may be imported without payment of duty.

4. The duties imposed by this Act shall be ascertained, raised, levied, collected, paid, recovered, and applied under the Trade Act 1891, or any other Act which may now or hereafter be in force having reference to the trade or revenue of this Colony. ^{Duties to be ascertained etc, etc, under the Trade Act 1891.}

5. The duties under this Act shall be paid and received according to the weights and measures established by the Weights and Measures Act 1891; and in all cases wherein the same are imposed according to ^{Modes of calculating weights and measures.}

any specific quantity or value the same shall be deemed to apply in the same proportion to any greater or less quantity or value.

Date of coming into
operation and
sanction of Act.

6. This Act shall come into operation upon such day as the Officer administering the Government shall notify by proclamation and shall continue in operation until the 31st day of December following; provided always that such proclamation shall not be issued, unless, and until the rates of duties of customs, set opposite to item 135 in column 1 "British Preferential Tariff" in Schedule A to the Customs Tariff Act 1907 of Canada, shall be reduced to 20 cents, the rates of duties set opposite to the said item in columns 2 and 3 in the said Schedule to the said Act, being retained at the figures set forth in the said columns, and the rates of duties for each additional degree over-seventy five degrees per one hundred pounds in the said item being retained at the figures set forth in the three columns.

Repeal.

7. When this Act shall come into operation the Customs Tariff Act 1901, and all Acts amending the Customs Tariff Act 1901, shall be repealed.

Read three times and passed the General Assembly this twenty third day of June one thousand nine hundred and eight.

Speaker.

Read three times and passed the Legislative Council the twenty third day of June one thousand nine hundred and eight.

President.

ADVALOREM DUTIES.

	British Preferential Tariff.	General Tariff.
Boots and Shoes ...	10 per centum ... Advalorem	12 per centum Advalorem
Fish and Meat (canned) ...	10 per centum ... Advalorem	12 per centum Advalorem
All other articles not in this table particularly men- tioned or in Table "B" par- ticularly exemp- ted	10 per centum ... Advalorem	10 per centum Advalorem

TABLE B.
EXEMPTIONS FROM DUTY.

All articles for the use of the Governor of the Island.

All articles and things whatsoever imported or purchased out of bond by the local government for the police or for public institutions.

All articles specially imported for the use of decoration or building or repairing of any place of worship, and not imported for sale, on the certificate to that effect of the officiating minister.

All articles and things of every description imported by any naval officer on full pay in his Majesty's service for his use and accomodation, on the certificate to that effect of the officer so importing.

The Governor, purchasing any articles whatsoever, shall be entitled to have the duty refunded to him out of the public treasury on the warrant of the Governor-in-Executive Committee on the certificate that he is entitled to the refund.

Where horses are purchased by the Governor direct from the importer within six months after the date of import, the duty shall be allowed him on the warrant of the Governor-in-Executive Committee on the certificate that he is entitled to the refund.

All articles and things of every description, imported as general, military, or naval stores for the use of his

Majesty's Military and Naval Forces, and all building materials and supplies, imported or taken out of bond or under the authority of His Majesty's Treasury, for Military and Naval services, under certificate from the head of the department concerned. Chargers imported by, and *bona fide* the property of field officers, or departmental officers of relative rank, or of staff officers or adjutants of regiments, and necessary for the proper discharge of their military duties, under a certificate from the assistant adjutant general.

Articles of personal and horse equipment necessary for the performance of Military duty, under a certificate from the head of the department concerned.

Horses imported for the use of the Army or purchased for the use of the Army within six months of their being imported under a certificate from the head of the department concerned.

All *bona fide* official supplies sent for the use of any Consular or other officer by his Government if the Governor-in-Executive Committee on proof that such Government accords to British Consular or other such officers within its territory similar treatment, thinks fit, as a matter of courtesy, to exempt such supplies from customs duties, provided always that such officer before receiving such supplies, free of duty, shall make a declaration before the comptroller that such supplies are sent by his government for his official use; and provided also that any such exemption shall not exempt such officers from customs duties generally.

Asphalt

Belting for machinery.

Blubber and heads and offals of fish.

Bones, Horns and Dried Blood.

Books bound and unbound, almanacs, cards (other than playing cards), papers and printed matter intended for advertisement, pamphlets, newspapers and printed matter in all languages, forms and papers (whether printed or manuscript), Maps, Charts, School Globes, Engravings, Music, Pictures, Statues, and other works of Art; provided always that the importation of books shall be subject to the provisions of copyright laws.

Bottles of Glass or stoneware.

Calves, sucking.

Cassaripe.

Cocanuts.

Coin and Bullion.

Cotton Wool.

Eggs.

Foals.

Fresh Fish and Turtle.

Fresh Fruit and Vegetables.
 Fuel—Wood and Charcoal.
 Gravel, sand, soil, earth and peat.
 Green Ginger.
 Gunpowder, gun cotton, dynamite, nitro-glycerine and
 other explosive matter whatsoever.
 Hoesticks.
 Horses brought into the island by equestrian companies
 provided the same are taken away by them on leav-
 ing; and race horses, on every occasion after the
 first importation thereof, provided no drawback had
 been claimed thereon on exportation.
 Hulls, boats, mast, spars, apparel, tackle, and furniture
 of vessels condemned by survey, and on which ton-
 nage duty shall have been paid.
 Ice.
 Kids and sucking Lambs.
 Leeches.
 Lemon and Lime Juice.
 Lime, building and temper.
 Limestone.
 Live and dead Stock, not enumerated in Table A.
 Logwood.
 Machinery and apparatus imported for the purpose of
 manufacturing bricks, tiles, cements, pipes and
 other articles of the like nature, and for renewing
 the same as it shall from time to time become worn
 and useless.
 Machinery imported for the purpose of reaping or
 manufacturing sugar, or rum.
 Machinery and apparatus imported for use in the con-
 struction and establishment of ice factories and for
 the manufacture of ice.
 Machinery and apparatus imported for the purpose of
 boring for oil or petroleum or for mining Asphalt
 (commonly called manjak) or other minerals.
 Machinery and apparatus imported for the purpose of
 boring for oil or petroleum or for manufacturing any
 article of Commerce from oil obtained in this colony
 or for manufacturing fuel from manjak.
 Machinery and apparatus imported for the purpose of
 manufacturing matches.
 Machinery and apparatus imported for the purpose of
 manufacturing tobacco or cocoa.
 Metals—old iron and old lead.
 Packages in which goods are imported except New
 trunks, Vats, Hogsheads, and Puncheons.
 Paper for printing; and Writing and Wrapping
 Paper.
 Passengers' baggage containing apparel and articles of
 personal use, and professional apparatus.

Patterns and samples of no intrinsic value.
Personal effects of individuals belonging to this Island
dying abroad.
Printing Presses, Printing Ink and Type.
Puzzolana.
Rags.
Rawhides and skins.
Sawdust.
Specimens Illustrative of Natural History, Seeds, Bulbs,
and Roots, and Cuttings of Plants or Shrubs of all
kinds.
Straw.
Tablets and Tombstones and all the appurtenances
thereto imported specially for immediate erection
and not for sale, on certificate of the person for
whom imported.
Tar, Pitch and Resin.
Turtle and Tortoise shell.

SCHEDULE.

TABLE A.
DUTIES OF CUSTOMS INWARDS.

Specific Duties.

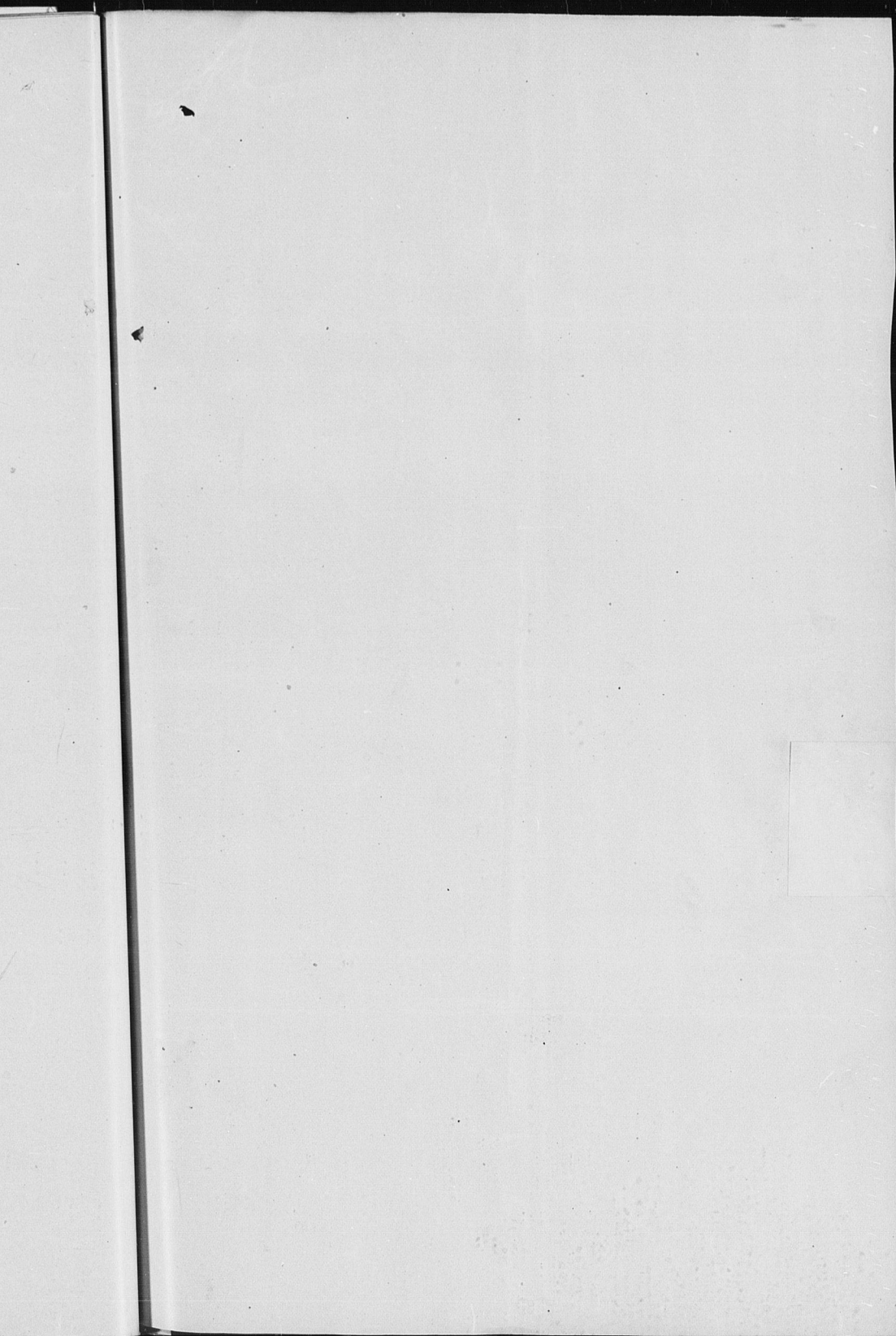
	British Prefer- ential Tariff.	General Tariff.
Arrowroot, Tous-le-mois and all other Starches, the 100lbs ...	£ s. d. 2 6	£ s. d. 2 6
Asses, each ...	5 0	5 0
Bacon and Hams, the 100 lbs ...	4 2	5 0
Bran, the 100 lbs ...	7½	9
Bread, Pilot, and Navy; and Crack- ers the 100lbs ...	1 0	1 0
Bricks, the 1,000 ...	5 0	5 0
Butter, the 100 lbs ...	8 4	10 0
Oleomargarine, Margarine and their compounds the 100lbs ...	4 2	4 2
Candles, other than tallow, the 100 lbs. ...	8 4	8 4
Candles, tallow, the 100lbs ...	4 2	4 2
Cement, the barrel ...	1 3	1 3
Cheese, the 100lbs. ...	8 4	10 0
Coal, and the mixed preparations thereof, and coke, the ton ...	2 6	2 6
Cocoa, the 100lbs ...	4 2	4 2
Coffee, the 100lbs. ...	6 3	6 3
Cordage (except twines), the 100lbs ...	3 0	3 7
Corn, Maize, Barley and Wheat un- ground, the 100lbs. ...	6	6
Firearms, each ...	10 0	10 0
Fish—dried, salted or smoked, the 112 lbs. ...	1 6	1 9½
Fish—pickled, other than trout or salmon the barrel ...	1 3	1 6
Fish—pickled, trout or salmon, the barrel ...	4 2	5 0
Flour, wheat or rye, the 196 lbs. ...	4 2	5 0
Grain (beans and peas) the 100lbs. ...	9	11
Grain (not already specified) ...	9	9
Indian Meal, or other kinds. the 196 lbs. ...	1 3	1 3
Hay, the 100 lbs. ...	3	4
Horses, under 14 hands high, each...	10 0	10 0

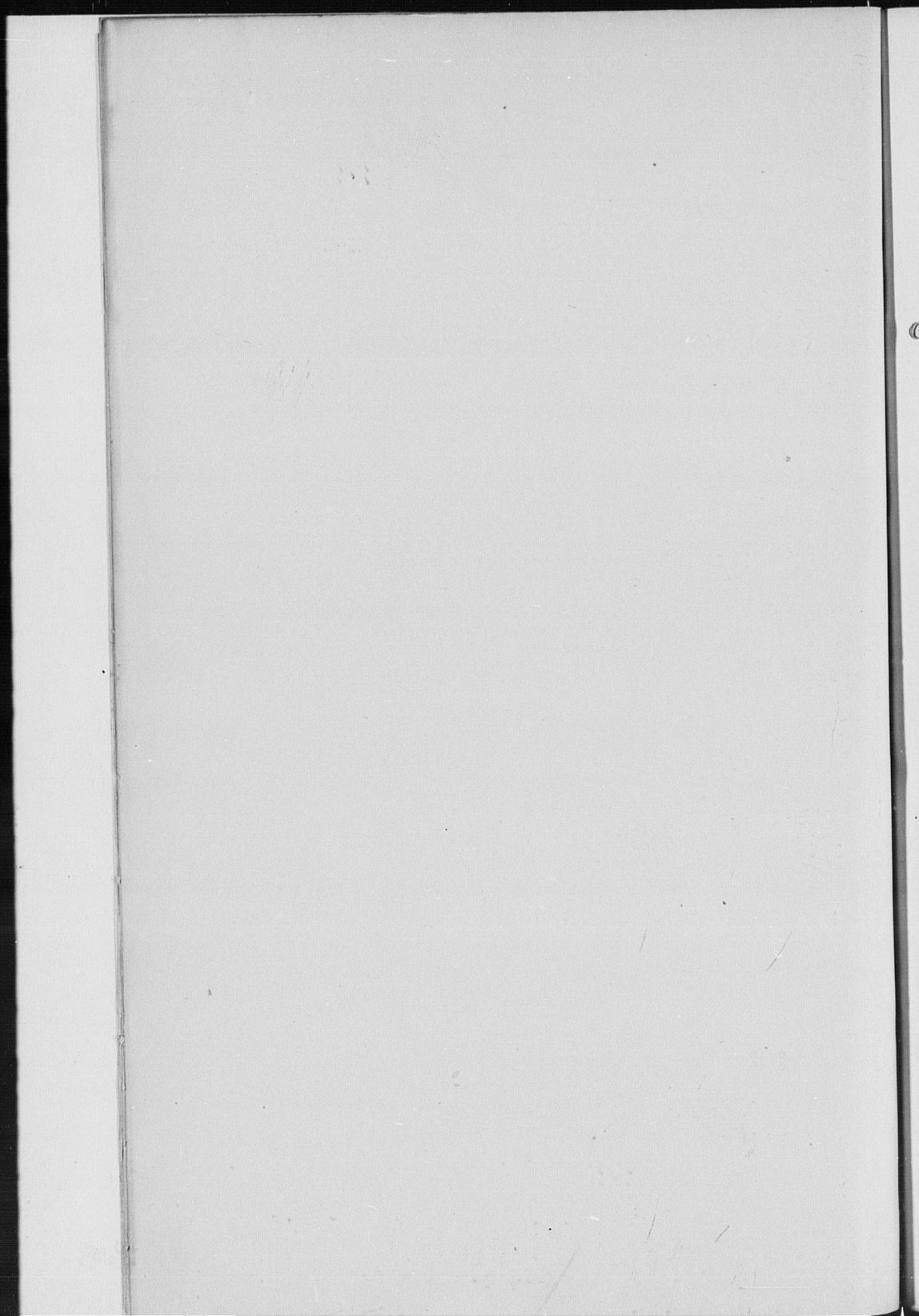
	British Prefer- ential Tariff.	General Tariff.
	£ s. d.	£ s. d.
Horses, all others, each...	2 0 0	2 8 0
Lard, and its compound or substi- tutes, the 100 lbs...	4 2	4 2
LIQUORS—		
Malt liquor, cider, and perry in wood, the cask 64 gallons ...	18 9	18 9
Malt liquor, cider and perry in bottles, reputed quarts, the dozen ...	1 3	1 3
Spirit and Cordials except rum and perfumed spirits to be used as perfumery only, the gallon ...	10 0	10 0
Gin, for every gallon below or equal to proof by Sykes' hyd- rometer....	5 0	5 0
Gin for every higher degree of proof, in proportion ...		
Rum, for every gallon below or equal to proof by Sykes' hyd- rometer ...	5 0	5 0
Rum, for every higher degree of proof, in proportion ...		
Wine—Sparkling, per gallon ...	5 0	5 0
Wine, all other kinds per gal- lon ...	2 0	2 0
Manures and Fertilizers, other than Sulphate of Ammonia, Mixed Manures, and the raw manure of horses, mules, sheep and cat- tle, the ton...	4 2	4 2
Sulphate of Ammonia and Mixed Manures, the ton...	4 2	5 0
Manure, raw, of horses, mules, sheep and cattle, the ton ...	6	6
Matches, the gross, 12 dozen boxes, each box to contain not exceed- ing 100 sticks ...	1 6	1 6
Matches, boxes containing any greater or less quantity to be charged in proportion		

	British Preferen- tial Tariff.	General Tariff.
Meat, salted or cured, (other than Bacon and Ham) the 100lbs.	£ s. d. 4 2	£ s. d. 4 2
METALS, new—		
Composition nails, bolts, bars, rods, spikes, and rivets, the 100lbs.	4 2	4 2
Copper in sheets, rods, bars, bolts, spikes, nails and rivets, the 100lbs.	4 2	4 2
Iron or steel hoops, bars and rods, the 100lbs.	4	5
Iron or steel nails, spikes, rivets and clinches, the 100lbs.	1 0	1 2½
Lead, sheet and pipe, the 100lbs.	1 0	1 0
Yellow metal, in sheets, the 100lbs.	4 2	4 2
METALS, old—		
Copper, Brass, and Pewter, per 100lbs.	2 0	2 0
Molasses, per gallon	1	1
Mules, of the value of £12 10s. and upwards	1 10 0	1 10 0
Mules under the value of £12 10 ...	1 0 0	1 0 0
Oats, the 100lbs.	7½	9
Oil, Kerosine, the gallon (a) ...	4	4
Oil Meal and Oil Cake, the 100lbs.	7½	7½
Opium, extract of opium, Cannabis Indica, and its extracts and preparations including Bhang, Gange, Charas, and Majoon, the lb.	15 0	15 0
Oxen, Bulls and Cows, each ...	5 0	5 0
Pollard, the 100lbs.	7½	7½
Rice, the 100lbs	1 0	1 0
Salt, the ton	6 0	6 0
Sheep and Goats, each	1 6	1 6
Soap, the 100lbs.	1 6	1 9½
Swine, except suckling pigs, each ...	1 6	1 6
Sugar the 100lbs.	2 0	2 0
Tallow, the 100lbs.	2 0	2 0

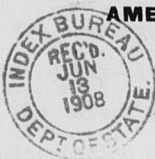
(a) Except Kerosine Oil or any of the bye-products of Petroleum to be used exclusively, as fuel in Oil or Motor Engines, on a certificate to that effect from the importer.

	British Prefer- ential Tariff.	General Tariff
	£ s. d.	£ s. d.
Tea, the lb.	3	3
TOBACCO—		
Cigars, Cheroots and Cigarettes, the lb.	5 0	5 0
Snuff, the lb.	1 0	1 0
Other manufactured tobacco the lb.	1 6	1 6
Other manufactured tobacco, if in outer packages of less than 80lbs. net weight each, the lb.	2 0	2 0
Leaf the lb.	1 0	1 0
Leaf if in outer packages of less than 50lbs. weight each, the lb.	1 6	1 6
WOOD—		
Hemlock, birch, beech, white pine and spruce, the 1,000 feet superficial measurement of one inch thickness	5 0	6 0
Pitch Pine, the 1,000 feet super- ficial measurement of one inch thickness	5 0	5 0
Hoops, whether coiled or straight, the 1,200 pieces ...	6 0	6 0
All other kinds except in naves, felloes, spokes and unsquared posts, the hundred cubic feet	8 4	8 4
Shingles of all descriptions the 1,000	1 6	1 9½
Staves, white and red oak, whether loose or made up in bundles, or shooks the 1,200 pieces	6 0	6 0
Oxbows, the dozen	6	6
Truss Hoops, the set of nine ...	1 3	1 3





No. 317.



AMERICAN CONSULATE-GENERAL,

Tientsin, China, May 9, 1908.

SUBJECT: Complaint of A. J. E. Browne-Burke.

THE HONORABLE

ASSISTANT SECRETARY OF STATE,

WASHINGTON, D. C.

SIR:

I have the honor to report that an individual, claiming to be A. J. E. Browne-Burke, has filed a complaint against me in the United States Court for China demanding damages in the sum of Taels 30,000, charging me with having seized his goods and effects and ejecting him and his servants from a house that had been built especially for his occupation, etc.

The facts are that early in the autumn of 1906, during my absence on home leave, the plaintiff disappeared from Tientsin. His presence was reported at Shanghai, then at Chefoo, and finally at Peking. Letters addressed to these places and to his residence here were returned undelivered, but in some instances were marked "dead". The owner of the premises occupied by Mr. Browne-Burke complained that the rents were long over due and that he could get no communication with the tenant, and finally filed a suit in ejectment. The summons sent to the Consular Court at Shanghai was returned unserved, the Consul General reporting

reporting that Mr. Burke could not be found and that he had left the country. Finally the owner of the premises communicated his difficulties to the French Consul, who informed me that the matter could go no further and that the owner would take possession as he had a right to do. Rather than have the effects thrown out on the street a personal friend of the plaintiff was asked if he would not take charge of the effects and preserve them until the owners return, or some word from him could be had. The friend accepted the suggestion and made arrangements for the removal, storage and safe keeping of the same. At the request of the auctioneer I sent a clerk to make an inventory so that no dispute could follow.

I have not had possession of the effects, nor have I exercised any control over them, nor have I prevented delivery to the owner. If wanted by the plaintiff he could have taken possession at any time on payment of the expenses.

All this happened a year ago and now on the eve of my departure this complaint is filed, either for the purpose of black mail or the hope of serious embarrassment to me. For good and sufficient cause I was compelled to disbar the plaintiff from practice in my court (see my despatch No. 163, dated July 13, 1905). At that time the plaintiff threatened me with all kinds of prosecution and has time and again declared that he would get even with me. He has not been permitted to practice in any one of the Consular courts during the past three years, and at no time in the British or German courts, and has never even attempted to appear before the United States Court for China. His principal income has been derived through commissions from prominent gambling houses and other dens of iniquity. He is one of that class of so called lawyers who have done so much to bring reproach on the name of American.

Apologizing for this lengthy explanation, in fact for any explanation at all, I beg to enclose a printed copy of the complaint published (false in every particular) but not yet served;

also

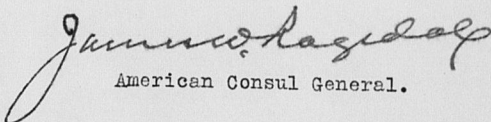
3/ also copy of a letter from the French Consul, and one from Messrs Hartsink & Co., explaining the arrangement mad with them for the storage of the effects.

It is fair to say that the effects are not worth more than 600 of 700 taels, (plaintiff's valuation 13,500 taels), and that a portion of the effects do not belong to him at all, being borrowed from friends.

I have the honor to be,

Sir,

Your obedient servant,


American Consul General.

Enclosures:

- No. 1. Printed copy of claim.
2. Copy of letter from the French Consul.
3. Copy of letter from Hartsink & Co.

INDEX BUREAU

0 14262/8 10
3 3

DEPT OF STATE

CONSULAR
BUREAU

Cable note

Complaint of A.J.E. Browne-Burke
against James W. Hargdale, Consul
General at Tientsin

Am. Consulate Gen'l (Hargdale)

Tientsin, China, #317.

May 9, 1908.

States that A.J.E. Browne-Burke
has filed in the U.S. Court for
China a suit against Consul Gen'l
Hargdale, demanding damages in the
amount of Taels 30,000 on the
charge of seizure of effects and
ejection from premises.

Submits report in regard to his
relations with Mr. Browne-Burke,
in which reference is made to
Consulate General's #163 of July
13, 1908, and from which it appears
that Mr. Hargdale is innocent of
the charges made against him.
Encloses newspaper clipping of
an article and copies of correspon-
dence bearing on the subject.
Mo. (Rec'd June 13, 1908)

3 Encs

Noted on Efficiency Record

JUL 1 1908

*Revised by form
June 26/08*

Action Against Consul-General Ragsdale.

In the U. S. Court for China, Shanghai, on May 1 the complaint of A. J. Browne-Burke v. Jas. Ragsdale was filed by Messrs. Douthitt and Fleming, acting as attorneys for the plaintiff. The defendant is Mr. James Ragsdale, Consul-General of the United States of America at Tientsin.

COMPLAINT.

To Mr. L. Wilfey, Judge of the United States Court for China:

Plaintiff complains of the above named defendant, and for cause of action alleges, avers, shows and states as follows:

1.—That ever since the year 1890, the above named plaintiff has been and still is an attorney and counsellor-at-law, duly licensed to practise his profession by the Supreme Court of the State of Minnesota, United States of America, is now in good standing in said Court, and is enrolled as a member thereof. In this behalf plaintiff further shows that for a long time next before the commencement of this action, he has been practising his profession before the Consular Court of Tientsin, in the Empire of China.

2.—That the above named defendant James Ragsdale, is a citizen of the United States of America, and at all the times hereinafter mentioned was and still is the duly and regularly appointed, commissioned, qualified and acting Consul-General of the United States of America, at Tientsin, in the Empire of China.

3.—That the said James Ragsdale was and is, by virtue of his said office, invested with certain judicial authority by the laws of the United States of America, which said judicial authority is limited and restricted in its nature, and is of inferior character. That the said James Ragsdale and the sureties on his bond as Consul-General aforesaid, were and are by virtue of the statutes in such cases made and provided, liable to all persons injured by the negligence or misconduct of the said James Ragsdale, or by his wilful malfeasance, or abuse of power, or of any corrupt conduct, or omission to perform seasonably any duty imposed upon him by law, not only as a consular officer but as a judicial officer, for all damages occasioned thereby, to which said bond reference is hereby made.

4.—That at the time of the commission of the unlawful acts hereinafter set forth, plaintiff was, and for a long time prior thereto had been, the lessee

and in the lawful and peaceful possession of a certain two storey brick house or building, and premises, situate, lying and being on the Rue du Baron Gros, in the City of Tientsin, in the Empire of China, under and by virtue of a certain written lease, made and executed by the Procure des Lazaristes on or about the 15th day of October, A. D. 1904, in favour of plaintiff herein, for the period of five years from said last mentioned date, at an annual rental of Tientsin (Hongping) Taels five hundred, upon which said lease approximately two years and six months thereof remained unexpired and to run upon the date of the occurrences hereinafter set forth; which said two years and six months leasehold interest at the said sum of Taels five hundred per year, makes the face value of said leasehold interest equal to the sum of Tientsin (Hongping) Taels, one thousand two hundred and fifty, which sum at exchange of sixty-five, which was the ruling bank exchange rate approximately at the time of the wrongful acts herein complained of, is equivalent in United States money to the sum of \$822.50.

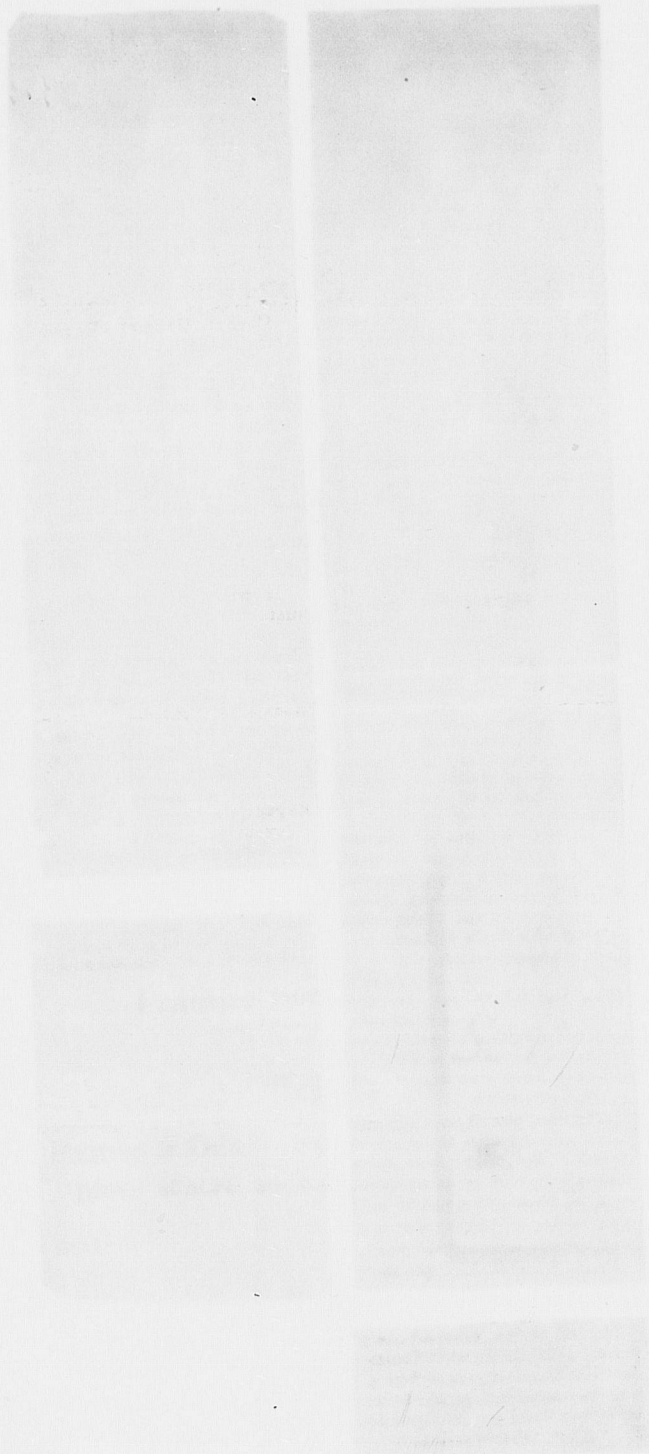
5.—That the said two storey house or building and premises, was and were constructed and erected by the lessor, the Procure des Lazaristes for plaintiff herein, as and for his use and occupation as a professional man, on a plot or piece of ground specially selected by plaintiff herein as a desirable and advantageous location for the practice of his profession as an attorney and counsellor-at-law.

6.—That plaintiff herein at the time of the occurrences hereinafter specified and set forth and for a long time prior thereto, had occupied and used the said house and premises, or building, as a dwelling house together with his offices therein contained, under and by virtue of said lease, and there resided with his servants and carried on the practice of his profession. That the said house and premises, or building, was and were the only known address of plaintiff at said Tientsin, and was well-known to the general public and to the clients and patrons of plaintiff as his residence and place of business; and by reason of the long residence of plaintiff thereon and his continuous transaction of business there-at were of the value of Tientsin (Hongping) Taels six thousand five hundred, which sum at exchange of 65 as aforesaid, is equivalent in United States money to \$4,925.

7.—That on or about the 10th day

of June, 1907, at said Tientsin, while plaintiff was in lawful and peaceful possession of said house or building, and premises under said lease aforesaid and during his temporary absence at Shanghai, China, by reason of his illness, the said defendant James W. Ragsdale, at Consul-General aforesaid, did, without authority of law and by usurpation and abuse of power as such Consul-General, and without having lawful or any jurisdiction over the plaintiff or his property, and for the malicious, unlawful and corrupt purpose of injuring plaintiff in his business and profession as an attorney-at-law, forcibly, unlawfully and maliciously disposes and eject plaintiff and his said servants from the said house and premises. Plaintiff further shows in this behalf that at the said time and place, the said defendant did without authority justification or extenuation law forcibly enter the said house, or building, and premises of plaintiff and his law offices therein contained, and of his household furniture, goods, personal property and effect, wearing apparel jewellery, office furniture, law books—personal property and effects, wearing appeal jewellery, office furniture, law books, title deeds, documents, writings, papers and records of great value, to wit of the value of Tientsin (Hongping) Taels thirteen thousand five hundred (13,500), did remove, take and carry away; that ever since the unlawful entry and seizure by said defendant as herein-above more particularly set forth, said defendant has unlawfully retained and still unlawfully retains the possession, custody and control of all of said personal property and effects, which were removed, taken and carried away by said defendant as above specified, and plaintiff has been and still is unable to regain possession, custody or control of the same or any part or portion thereof, and has been and still is denied the privilege or opportunity of inspection thereof.

8.—That at the time of the unlawful entry and seizure aforesaid, there were contained in said offices in the possession, care and custody of plaintiff herein many valuable title deeds, papers records and documents belonging to various clients and patrons, who had entrusted the same to the plaintiff, for the safety and conservation of which plaintiff was and still is liable and responsible, and without said title deeds, papers, records and documents, plaintiff has been and still is unable to properly or at all advise his said clients or to properly or at all protect or conserve their interests, to



his great detriment, disadvantage and loss. Plaintiff further shows in this behalf that the unlawful entry and removal of his personal property and effects as aforesaid the said defendant did then and there unlawfully and without authority of law, close the said house premises and law offices of plaintiff, lock the doors thereof and carry away the keys, thereby depriving and still depriving plaintiff of his established residence and place of business, to his great detriment, loss and damage. That by reason of the unlawful acts of said defendant as herein above specified, plaintiff has been, still is and will be deprived of his established residence and place of business at said Tientsin, together with his leasehold interest in said premises; that he been, still is and will be delayed, obstructed and prevented from practising his said profession, and by reason thereof has been, still is, and will be prevented from earning divers great gains, profits, and fees from the practice of his said profession, which he otherwise would have received and enjoyed but for the unlawful, corrupt, unwarranted and malicious acts of said defendant: and has been, still is and will be greatly injured and damaged in his reputation and professional standing as an attorney and counsellor-at-law.

9.—That by reason of the foregoing, plaintiff has been damaged as follows:

1st.—In the sum of Tientsin (Hongping) Taels six thousand five hundred (6,500), the value to plaintiff of said leasehold.

2nd.—In the sum of Tientsin (Hongping) Taels thirteen thousand and five hundred (13,500) the value of said household furniture, goods, personal property and effects, office furniture, title deeds, documents writings, papers and records,

3rd.—In the sum of Tientsin (Hongping) Taels ten thousand (10,000) for the loss and injury sustained by plaintiff in his said business and in his professional standing and reputation as a practising attorney and counsellor-at-law.

Wherefore, plaintiff prays judgment against said defendant for the sum of Tientsin (Hongping) Taels thirty thousand (30,000) or its equivalent in United States money, and for such other further or different relief as to the Court may seem meet and proper.

Dated, Shanghai, April 30th 1908.

The text of Mr. Browne-Burke's petition against the American Consul-General at Tientsin is given on page 3. It will be remembered that Mr. Brown or Browne-Burke was disbarred by Mr. Ragsdale, for good reasons,

Notes of the Day.

With reference to the action brought against Mr. Ragsdale on the eve of his departure from China; a Shanghai contemporary says:—

The complainant is an American who formerly had a law office in Tientsin. He left that port about a year ago, since which time he has been living in Shanghai.

Consul General Ragsdale was recently promoted by his Government to be Consul General at St. Petersburg, and is about ready to leave Tientsin to proceed to his new post. It was remarked that it seemed very strange that the complainant should wait until the very eve of Mr. Ragsdale's departure from China before bringing the action.

It will be recalled that just as Mr. Rodgers, the former American Consul General at Shanghai, was leaving for Cuba, he was served with papers in a somewhat similar action brought by a man named Curtis, but it did not prevent him leaving China, and it is not at all likely that Mr. Ragsdale's departure will be delayed on account of the complaint filed yesterday.

Mr. Brown-Burke Again.

ACTION AGAINST MR. RAGSDALE.

Mr. Browne-Burke who formerly carried on business of various kinds at Tientsin has filed an action in the American Court at Shanghai against Mr. Ragsdale, American Consul-General at Tientsin, for seizing his goods and papers and injuring and damaging him "in his reputation and professional standing as an attorney and counsellor-at-law."

We have not heard from Mr. Browne-Burke since we received, over a year ago, a statement, apparently in his own writing, that he was dead. It is a pleasure to learn that he is no longer deceased.

URGENT.

No. 429.

CONSULAT DE FRANCE?

Tientsin, June 12, 1907.

Sir and Dear Colleagues

For a year I have presented to you in different communications, in the name of my countrymen M. Gimón and O'Neill, complaints which they have made against one of their tenants, Mr. Browne-Burke. Tired of continual delays which he makes in payment of his rents, they have decided to take again, as they have a right to do, the possession of the apartment which he actually occupies. I would then notify you to give as soon as possible, to Mr. Browne-Burke an order to evacuate.

I call your attention most particularly to the urgency of my request, to the obstinacy of Mr. Browne-Burke in bringing the greatest prejudice to my countrymen. The latter desire no understanding with that individual, and they demand only that he pay and get out.

Please accept Mr. Consul General and Dear Colleague, the assurance of my high consideration.

Claudel.

Translation.

TIENTSIN AUCTION ROOMS.

Tientsin, May 8, 1908.

James W. Ragsdale, Esq.

American Consul General,

Tientsin.

Sir:-

In answer to your letter of even date we beg to state that a couple of days prior to the 10th. of June, 1907. Mr. A. Harper approached us on the subject of having a room where we could store some furniture, etc., belonging to Mr. Browne-Burke and which was going to be put in the street on account of non-payment of house rent by Mr. Browne-Burke. Notwithstanding we had not much room available, as Mr. Harper was a good customer of ours, and as he was acting out of friendship toward Mr. Browne-Burke, we consented to take the furniture. As we had to do so at once on account of the house owners informing us that the things had to be ^{of the house} taken out at once or would be put out ~~of~~ into the street, we took delivery of the furniture, and as Mr. Browne-Burke owed money to the house owners, we thought it safe to take this delivery under supervision of somebody belonging to the American Consulate, requesting to have any drawers, doors, etc., of desks, cupboards, etc. officially sealed; which was done accordingly

2d:- You advised me that after storage having been paid we were to let delivery be taken if wanted.

3d. There was no reason not to let Mr. Browne-Burke inspect his furniture, only we could not have Mr. Browne-Burke break the seals without your knowledge; Mr. Browne-Burke was told so, but said he had nothing to do with you.

We have been patiently waiting for payment of our storage charges etc. and having requested your good self to move in the matter, were answered that Mr. Browne-Burke never gave any answer to inquiries you made as to how act with the furniture.

We avail ourselves of this opportunity to request you to once more take steps to have our claim settled, because if the rent goes on much longer, the value of the furniture will not cover,

cover our claims.

Thanking you in anticipation, we are, Sir,

Yours faithfully,

(Signed) Hartsink & Co.

MOSES E. CLAPP, CHAIRMAN.
PORTER J. MCCUMBER, WILLIAM J. STONE,
ROBERT J. GAMBLE, JEFF DAVIS,
GEORGE SUTHERLAND, THOMAS H. PAYKTER,
ROBERT M. LA FOLLETTE, ROBERT L. OWEN,
CHARLES CURTIS, JOHN H. BANHEAD,
MORRIS BROWN, CHARLES J. HUGHES, JR.,
JOSEPH M. DIXON,
CARROLL S. PAGE,
LEE F. WARNER, CLERK.

United States Senate.

COMMITTEE ON INDIAN AFFAIRS.



Washington, June 14th, 1909.

Hon. P. C. Knox,
Secretary of State,
Washington, D. C.

Dear sir:

In February I submitted a request of Mr. A. J. Burke, for certain information. In reply I received a letter of date Feb'y 20th, from the Auditor's Office, copy of which is hereto attached, suggesting that Mr. Burke should furnish an affidavit setting forth his interest in and the purpose for which he desired the information.

I hand you herewith such affidavit. If this complies with the requirements and you can do so, I would appreciate it if he might be furnished the desired information.

I have the honor to be,

Very truly yours,

Moses E. Clapp

Mr. Hengstler:

Mr. A. J. Burke, in the enclosed correspondence submitted by the Honorable Moses E. Clapp, requests to be furnished with the particulars of Court fees and expenses reported to the Department during the period from 1898 to 1908, inclusive, by the Consulate General at Tientsin, China. States that the information is desired in order to enable him to base proper charges against Mr. James W. Ragsdale while Consul General at Tientsin.

I have gone over the records on file in Room 112 and have succeeded in finding the Returns of Marshal of the Consular Court at Tientsin, for the years 1899, 1900, (complete returns), and for parts of years 1898, 1901, 1905, 1906, 1908, and 1909. No returns whatever are to be found for the years 1902, 1903, 1904, and 1907.

I send herewith the reports that have been found and request to be informed whether copies thereof should be furnished Mr. Burke.

July 2.

Complaint of A. J. Burke against James W. Ragsdale, Consul-General at Tientsin, China.

Encl. 4-6 Washington, D. C., June 14, 1909.

Honorable Moses E. Clapp.

Referring to previous correspondence, encloses affidavit wherein Mr. A. J. Burke sets forth his interest in procuring copies of the receipt of Consular Court fees, of costs, remitted by Consul-General Ragsdale of Tientsin, China. (Rec'd June 15, 1909)

Consul-General Denby's Recall.

The recall of the Hon. Charles Denby, American Consul-General at Shanghai, is meeting with general regret in the Community and with no little murmuring among his own nationals. At the very outset of his consular career in Shanghai, Mr. Denby won the respect of all with whom he came in contact, with the exception of a small coterie which has already been discredited and, in part, driven from China; and he has ever since maintained the confidence and respect of every respectable American in the Settlement. That he should be thus summarily recalled after the flawless record to his credit and in view of his rare personal qualifications for consular duties in China, reflects but little credit upon American political manipulations; and one may well question if there is any sincerity in American political life at all. Two years ago Secretary (now President) Taft publicly endorsed and commended Mr. Denby; to-day the same President removes him, and absolutely without apparent cause. When Consul-General Denby leaves Shanghai next month, he may be assured that he will carry with him the best wishes of all people in China whose good will he would cherish.

A Sad Suicide.

The suicide of Captain A. S. Wilson this week was of a particularly pathetic nature. One is not generally surprised, and perhaps not so greatly shocked, when man or woman under stress of great financial disaster or in the darkness of shattered reason, takes this awful step. But no such attendant circumstances existed in Captain Wilson's case. He was a man of temperate habits, in full possession of his faculties, enjoying the best of earthly friend, and comfortably surrounded. The sole reason for his regrettable step seems to be that the ties beyond the grave drew stronger than those on this side, and so he deliberately and calmly walked to the grave of the wife of his youth and there left all else to rejoice her.

Seats for All.

We are glad to note that the Municipal Council has granted a Concession for the placing of a number of comfortable chairs in the two Recreation Grounds and the Public Gardens during sporting events and concerts. Those who are in the habit of visiting these places need not be told of the great difficulty experienced in former years of obtaining seats, and when it is understood that the chairs and benches already in use will remain for free occupancy as heretofore and that the additional lounging chairs will be let for a nominal sum only, there can be no doubt of the immediate popularity of the new enterprise.

May 1st 1909
The Mirror, Shanghai.

INDEX BUREAU

14262

4-6

DEPT. OF STATE

Complaint of A. J. Burke against James W. Regdale, Consul-General at Tientsin, China.

Encl. 4-6 Washington, D. C., June 14, 1909.

Honorable Moses E. Clapp.

Referring to previous correspondence, encloses affidavit wherein Mr. A. J. Burke sets forth his interest in procuring copies of the receipt of Consular Court fees, at Tientsin, rendered by Consul-General Regdale of Tientsin, China.
(Rec'd June 15, 1909)

DIVISION OF
FAR EASTERN AFFAIRS
JUN 16 1909

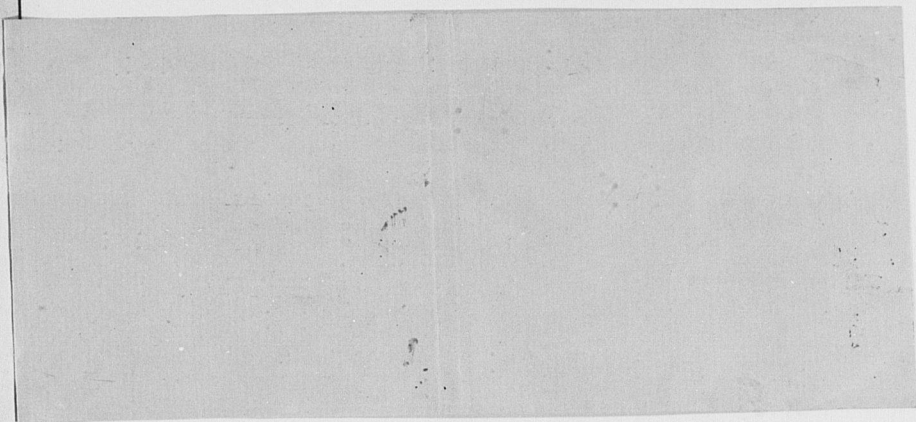
603.

Chambers Aug. 7/09
Di

Can say that Dept has had a search made but does not find the system described in the U.S. Dist Ct at Shanghai under date of June 14/09 after the usual hearing. Has filed a declaration against payment in the U.S. Dist Ct at Shanghai in R. C. E. S.

INDEX BUREAU
147637

7



crews newly recruited from the surrounding country without previous training or experience; but it certainly does not emphasize the superiority of management when a train that is supposed to precede another, arrives at the terminus within a few minutes of the scheduled departure of the other, and then after a fusillade of whistling the departing train becomes compelled to put back for the arrival. Until quite recently the Chekiang Railway had no qualified Traffic Inspector, but we believe it now has one who has seen railroading abroad and is consequently efficient in his own sphere. But why multiply particulars? The line is short and young and has yet much to learn in the processes of growth, and it will no doubt continue to grow and learn. But to describe it as the "best managed line in China" to-day, in view of the withdrawal of the British loan and the reluctance of its own Shareholders to advance more money, seems somewhat strange to the ordinary Shanghai man who witnesses the daily movements of the trains on another Railway through his own City and has impartially viewed the subject in general.

• • •

The Baseball Club.

A second meeting was held last Wednesday night by those interested in the formation of a Baseball Club. Mr. M. H. O. Brien presided. The Committee appointed at the previous meeting reported progress, from which it appeared that a subscription list had been circulated and signed by 81 persons for \$10 each, which would warrant them in going ahead with the necessary work of preparation for the games. The suggestion was also made that the location of the grounds be changed. The Committee's Report was unanimously adopted and a permanent organization effected, with Mr. Merriman, President, and Mr. White, Secretary and treasurer. The Executive Committee consists of these two officers and Mr. Whittemore. Nothing definite has yet been decided upon as regards the erection of a club house, but if the boys continue their present energetic work, this desirable end will be only a question of time.

• • •

Gaol Breakers.

A number of convicts having been discovered while attempting to break gaol, three of the principal instigators have been executed in Peking. This seems a little harsh, but the death penalty was until comparatively recently inflicted by the English Common law. If a malefactor belongs in prison he should not be allowed to live outside it until his sentence has been served.

• • •

The Irregulars.

Next week the long promised *Shanghai Life* journalistic venture will make its initial appearance. It is known as an "irregulogical" but may be expected about Wednesday. *Stray Shots*, that bright little weapon of the S. V. C., will also be doing execution near the end of the week.

July 2.

by furnished Mr. Burke.

Sho

ASTOR HOUSE
SHANGHAI, CHINA

May 1, 1909

Honorable Moses E. Clapp,
United States Senate,
Washington, D. C.

Dear Mr Clapp,

I have received your letter of February 22, enclosing a letter to you of Mr Esterly, Acting Auditor of the Treasury Department, answering my letter to you of January 12. I forward you herewith the affidavit required, and I return you copies of your own letter to me, and the Auditor's letter to you, as requested.

Sections 1716 to 1734 inclusive of the Revised Statutes relate to the returns of fees to be made by Consular Officers and the penalties for non-fulfillment, while Section 4120 requires that full reports (particulars) of fees and expenses in all Court Cases must be made to the Secretary of State, so it is in this Department that the full particulars may be had that I desire.

I think I ought to inform you that through Congressman Waldo, who introduced the impeachment proceedings in the House against Judge Lebbeus Redman Wilfley - the biggest

imposition that

Hon.M.E.C.

imposition that has ever disgraced the bench of any civilized country and whose corrupt conduct and oppression on the bench are an international disgrace, one which has brought to a low level the name of American Justice in the Orient - I have secured under the Seal of the Treasury Department, ^{*dated March 11,*} signed ^{*by*} L. A. Coolidge, Assistant Secretary, a certified copy of the moneys accounted for, in fact all his returns; the particulars of Court cases and expenses only excepted, by Mr James W. Ragsdale as Consul or Consul-General at Tientsin, China, for the year 1898 to 1908 inclusive; and this without any affidavit. Mr Waldo addressed his communication to the Secretary of the Treasury, who forwarded it to Mr G. W. Esterly of the Treasury Department. I have a copy of Mr Esterly's letter to Mr Waldo of March 13, and as it appears, the State Department only can give the particulars of the Court fees and expenses, which, as presented by Section 4120 of the Revised Statutes, must be filed there.

Rule IX of the Treasury Department as stated in Mr Esterly's letter to you, would seem to be intended to prevent clerk's and subordinates from giving out such information, accounts, and papers; that is, to prevent abuse. The Secretary, one of the Assistant Secretaries, or Head of Bureau can always give copies of such information, and in the public interest, it would seem that such should be given. In the case of Mr J. W. Ragsdale, I desire the information

for bona fide

for bona fide purposes in order to trace misconduct in office, which I have good reason to believe Mr Ragsdale is guilty of and in certain court cases with which I have been connected as a lawyer. From the certified copies furnished by the Treasury Department, sent to me by Congressman Waldo, I am convinced that Mr Ragsdale is guilty of serious offenses and that he is civilly and criminally liable in many instances, of which I have personal knowledge for his failure to report fees paid to him. Mr Ragsdale's misconduct in office has been so flagrant and open that he was looked upon with suspicious eyes by even the lowest ~~asum~~ of other nations, many of whom he registered as American citizens and to whom he gave pass-ports fraudently. He has run a law office in the Consulate, a pawn-broker's office, a money loaning office, an importing office for wines, liquors and cordials, and canned stuffs; he has in his own name as plaintiff appeared in cases against Chinese merchants in the Chinese Magistrate's Court in Tientsin, in cases which he, in his capacity as Consul-General, had to and did transmit to the Chinese authorities for himself; and he has acted as a rent agent for low dives in Peking and in Tientsin. Of the many men of low grade in the United States Consular service in the East, there has been none so common and so low as Mr James W. Ragsdale, except John Goodnow, Consul-General at Shanghai, removed, and possibly Robert M. McWade, Consul-General at Canton, removed, all Americans, and of the three Ragsdale

was the

was the smoothest and slickest operator; and my experience extends over ten years in China. There are still a number of Consuls and Consuls-General, and they are mostly ex-missionaries and their sons, I regret to say, in the Consular service in China, who are not a credit to America, and who are not looked upon with respect by the Consular representatives of other nations nor by the public. Such class of men are a huge mistake, and are a menace to American prestige in China.

I also asked the same information from Congressman Nye, in order to make sure that I would procure it, and the Department declined to furnish it without a rule of Court.

Should the Department of State consider my affidavit insufficient, or under some pretext endeavor to avoid furnishing the information that I ask for, I beg you to insist on the information, and to use pressure until you get it. You can take my word of honor that it is required for purposes that will redound to the benefit of the people of the United States as a whole and to the prestige of the Flag in this country, even though it might tend to bring to justice some, or at least one of, those Consular misrepresentatives, who are a disgrace to a Great Nation like America. There is abundant material to pick from in the United States without sending to China misfits.

As I have mentioned the name of our former Judge, Honorable L. R. Wilfley, I think that it is fitting for me to say that the new Judge, Honorable Rufus H. Thayer of Washington D. C.,

is an entirely

is an entirely different man. I do not know the Judge well, but since his arrival here he has made a very good impression. I predict for Judge Thayer a useful career - one that will, I sincerely hope, be of great advantage to our country in the East.

If I can be of any use to you at any time in regard to Eastern questions and there are important ones impending, and the Japanese are certain to play an important part in them, ones so important that I fear the people at home do not appreciate, or understand ^{them} (and the Japs are the real danger to American interests, and to her possessions in the East) - I shall be pleased to give you my views from time to time if you desire.

You will probably hardly remember me, as I was a very young man when 1889 I arrived in Minnesota, and I had but little connection with your office, although I have had the pleasure of meeting Governor Merriam and Senator Davis often. Perhaps you will recall one case of Bradley or Norton (I am not sure which) for whom I sought a pardon in 1892 or 1893. He was convicted for burglary in Minneapolis and Mr Frank M. Nye, then Assistant County Attorney prosecuted; the same Mr Nye who is now in Congress. Mr E. E. McDonald assisted me in securing the pardon of the young man, who came from Chicago and whose crime was the result of bad company. He was later pardoned. I had an office with ex-judge Ross Clark of Indiana now deceased, in the Globe Building and latter in the Pioneer

Press Building

Press Building for about six years, Mr James M. Hutchison, a lawyer, occupied the same offices in both buildings. Mr Hutchison left to join the A. H. Andrews Manufacturing Company in New York as an assistant cashier and owing to my health, I later took a trip to Alaska where I remained for some two years in my attempt to become a millionaire, and in 1898, I went to the Philippines as one of the curious ones who desired to see, or rather to witness the success of the American Army. Since then I have remained in the East, mostly in China, but with occasional visits to Japan and the Philippines.

At any time you wish to handle Eastern questions, you can rely on me for original and ample data to make an impression on the American people. - such an one that few men, indeed, in America have sufficient data to make. The Philippine Islands are a treasure to America; they are the richest gem in her whole possessions if they ^{the people,} could understand or appreciate the fact, and I believe the day is not far distant when the Philippines, as a base for an Army and Navy, will be the pivot on which the gate of success or defect will swing, and that the Japanese will beat one side of the gate I feel sure. To give the Philippines freedom and independence would be the crime of the Century; these people have too much freedom now, and the abuse of it is made manifest constantly by agitators and bosses who at the expense of the masses and contrary to their wishes are ever ready and anxious to overthrow any rule, and this is particularly true of the American rule, which they, the agitators and bosses, do not respect; and why they do not is

because of

because of the fact that the American policy has been far too lenient, far too sympathetic, and not firm enough. It is the opinion of observing foreigners of other nations who know the Philippines, and their agitators and bosses, that the American policy should instil duty and obedience, and not freedom into the minds of the people. The words "freedom and independence" are a great mistake in the East. A military government or quasi military government with firm and fixed purpose, which must be obeyed at all costs, suits the Philippines best; and the fatherly hand that is weak and without fixed purpose in its attempt to guide the Philippines (as has been the American under the civil regime) can never succeed and the same is true with all Orientals. Those men in the Senate, or in the House, or elsewhere in the States, who plead for the independence of the Islands are unconsciously traitors to the flag and doing the country an irreparable injury. If America is to be anything in the eyes of the world in the East, she should not spare the rod to spare the child as she is doing in the Philippines; for surely the children so spoiled will not spare that rod upon their parens patrie in the near future, if there is a half chance. If only the Congressmen and Senators could have spent from five to ten years (not less than five to gain a fair understanding of actual conditions, although some newswriters know it all or think that they do after a visit here of one or two, three or six months) in the Orient as independent observers, amongst Orientals, and their nationals of other countries here,

I am

I am convinced that there would be less obstruction to the passage of beneficial navigation laws for and in the Orient where the flag has almost disappeared, and that there would be a strong navy in the Pacific and also in the Philippines, a large army at home, more soldiers in the Islands, and more and stronger fortifications and more naval docks, and less talk about independence. I am convinced the secret agents of Japan in America and in Washington, many of whom are Americans and some of them are newspaper, book, or magazine writers (males and females) would have his influence in blocking the ship subsidy bill, which blocking is in the interest of Japan; and that the honest but misguided public at home would not continue to act against their own country. I have always been a democrat in politics, but for me there is only one nation and one flag; and that should be the principle to control every public man, every legislator in America concerning international questions, and the East presents the most difficult and the most deep. Party politics are all right for the main land, but in matters of world significance - as the Eastern questions are - they should yield to National pride, to National duty too.

Apropos of the American Consuls in the Orient it is, I believe, fitting to state that recently two changes have been suddenly made in Shanghai, and two good men, very able men, very dignified too, have been sent away; one, suddenly dismissed from the service, namely Consul-General Charles Denby

and the

and the other Mr Hamilton Butler, Vice Consul and Mixed Court Assessor who has been transferred to Tientsin, where there is no Mixed Court, and little need of such an experienced and capable man as Mr Butler. In the case of Mr Butler he has been the most vigorous and efficient Assessor that has ever sat in the Mixed Court bench, and it is in this Court that all cases against Chinese are heard and determined. All civil cases by Americans against Chinese are heard before the Chinese Magistrate and the American Assessor; and the duty and responsibility of the Assessor are more important, far more important than that of the Judge of the United States Court for China, who has not onerous duties. In Mr Butler, the Americans had a strong Assessor, but all of a sudden he was transferred to Tientsin, and a young, inexperienced man sent from Tientsin to take Mr Butler's place. The latter has been only about one year in China and of course is unfamiliar with judicial duties, which are entirely new to him, and in addition he does not know the language. It is impossible, truly impossible, to get good results from such men; and the American community is belittled by such unwise appointments.

Mr Denby is the most efficient Consul that has been in Shanghai, since the time of Mr T. R. Jernigan. *Mr Denby is a man of high social standing amongst the officials of other nations and amongst the leading citizens; he has an experience in affairs Chinese that no other man in China or at home can bring with him into the Consular Service; he was first secretary*

of the Legation

of the Legation in Peking many years ago and he is by experience an exceptionally well qualified man for a high position in China. Mr Denby also speaks fluently the Chinese language which is a great asset to the American Government. He is a strong American, a high class man, and in social relations he was ably assisted by his charming wife, who like her husband is at home with the officials of other nations.

Mr Denby's recall is deeply regretted by Americans of all classes here, and indeed the international community do not understand the matter. I believe that ex-Judge Wilfley, assisted by a spy in the Chinese service, ex-Reverend J. C. Ferguson of Shanghai, who as such spy is foreign adviser to the Viceroy of the Province, and also to the Taotai of Shanghai, and who strongly resents Mr Denby's retention in Shanghai, because the latter is capable of conversing with the Chinese Officials in their own language and without the aid of the ex-Reverend Ferguson as an interpreter, have been active in making derogatory reports against Mr Denby, and particularly concerning his business career in Tientsin. Since Mr Denby retired from the Legation until 1904 when he left for America, ^{he} ~~Mr Denby~~ has been engaged in business in North China; he was a private citizen and as such had a perfect right to engage in any legitimate business; and he was a successful business ^{the highly respected and efficient} man; he was ^(seen by the International Military authorities) Secretary of the Tientsin Provisional Government - an important post for an American to hold - he organized a water works system in the Chinese city, an investment company; and he legitimately made some money and he was in a far way to

make big

Hon.M.E.C. -11-

make big money when he entered the Government service as Chief Clerk in the State Department, the salary of which, and indeed that of Consul-General at Shanghai, was no inducement to him. I know from my own knowledge, and I resided in Tientsin and Peking practising law for over four years, that Mr Denby was a man of high standing in North China; he was very popular and democratic, but always dignified and a gentleman. America loses a highly valuable man in Mr Denby and I fear that the Government will lose by it. Mr Denby's place will be difficult to fill. I enclose a few newspaper clippings showing his standing here. The administration has been very unjust to Mr Denby and by such unjustness to him ^{it} is indirectly injuring the Government itself; for whatever injuries the American merchants and their standing in China, and the removal of Mr Denby plainly does so, will be resultant in its injury to the Government itself. It is extremely unfortunate that politics at Washington should play so ruinously against the Government interests and standing abroad. It is distressing, yes humiliating, for Americans abroad to be forced to put up with such ill-advised conduct; and it is such ill-advised conduct, coupled with the low class appointees who have been and still are generally sent to China, that has caused the officials of other nations and the general public here to look with suspicion upon America's appointees, and to her policy, in the Orient; and this policy has to my positive knowledge been misdirected, if not misguided during the past ten years. I have said what

I have here

I have here related about Mr Denby and Mr Butler from the standpoint of an independent observer, and one deeply interested in our Country; and not as one under any obligations to either one of these truly representative men. Mr Denby and Mr Butler have dignified the offices they held; they have elevated the Consular service, and deserve well of their country. It is a bad omen for American politics, under the Taft administration, to unceremoniously remove ~~one~~ and transfer ~~the~~ other, thus leaving the emporium of China, Shanghai, without proper representatives as Consul-General and as Mixed Court Assessor.

I hope you will pardon me for giving you my views on Eastern questions. My excuse is that you occupy an important position in the framing and making of laws and in the moulding of public opinion. It is not as a constituent, but as one interested in the welfare of the nation, in the prestige of the flag and the best way to maintain both, that I force myself upon you in presenting my views which are the result of observation, and an acquaintance and knowledge of the Oriental peoples, and conditions.

I hope that you will give your earnest attention to the accounts and reports requested; and that you will insist in procuring them.

I remain,

With kindest regards and best wishes,

Yours very respectfully,

A. J. Burke.

Inclosures:-

Affidavit
Copy of letter from yourself.
Copy of Mr Burke's letter to you.

AFFIDAVIT

A. J. BURKE, the affiant, being first duly sworn, deposes and says:

1. That he is interested in the reports of fees and expenses in court cases made by James W. Ragsdale in his capacity as Consul or Consul-General at Tientsin, China, to the Department of State as by Section 4120 of the Revised Statutes of the United States it is his duty to make as such Consular Officer; and also by Sections 1716 to 1734 of the Revised Statutes inclusive it is his duty to make as such Consular Officer, for the reason that the certified copy of such reports furnished affiant through Congressman George E. Waldo, of date March 11th 1909, signed by Honorable L. A. Coolidge, Assistant Secretary of the Treasury, it appears that the said James W. Ragsdale has not rendered true and correct reports of fees received, and particularly in cases in which the affiant is interested as a lawyer; and for the reason that affiant desires and intends to institute legal proceedings as is by law allowed against the said James W. Ragsdale for the nonfulfillment of his duties, and in order to ^{do} it is necessary and essential that affiant be furnished with the particulars of Court fees and expenses reported to the Department of State as prescribed by the said Section 4120 of the Revised Statutes of the United States aforesaid, which particulars are not included in the certified copy of the reports rendered and made to the Treasury Department as set forth in the certificate of the said Honorable L. A. Coolidge, Assistant Secretary of the Treasury aforesaid which is now in affiant's possession.

2. That

2. That the reports for the years 1898 to 1908 inclusive are necessary and essential for affiant in order to ascertain the extent of the irregularities discoverable and discernible in a general way by the said certified copy of the said Honorable L. A. Coolidge aforesaid; and in order to base proper charges against the said James W. Ragsdale as such Consular Officer as aforesaid, as is by law and particularly by Sections 1716, 1726, 1727, 1728 and 1734 of the Revised Statutes of the United States provided and allowed.

3. Affiant states that he requests the information herein particularized and wanted, in the interests of Justice and he prays that such request be complied with by the Honorable the Secretary of State without any technical objection and on the broad and just principle that the irregularities and wrong doings of Consular Officers and particularly of Consuls in Charge in the Orient, many of whom are a disgrace to the Consular service and a menace to the fair name of the American Nation, including the said James W. Ragsdale, which affiant is ready and willing to substantiate and prove as he has done in the case of Consul-General Goodnow of Shanghai, removed, and that those men should not be screened but should be exposed and punished by the Government in the interests of the public service, and of the good people of the United States. Affiant does not include in this category Consul-General Denby of Shanghai, who is the most capable and upright Consul that has held the position in Shanghai since 1898 when the position was held by the Honorable T. R. Jernigan, who is now the respected dean of the American Bar of Shanghai; and affiant feels

impelled to

impelled to state that Consul-General Denby is a man of high social standing in Shanghai, is an ornament to the service and a credit to the Country and to the Flag in the Orient, an officer whom it would be difficult if not impossible to replace; nor does affiant include in the category Consul-General Fowler of Chefoo, now on leave, whose high standing in China as an American Consul and whose efficiency and uprightness are known and recognized by the good peoples of all nations in China. He, too, is an ornament to the service and a credit to the Country and to the Flag in the Orient.

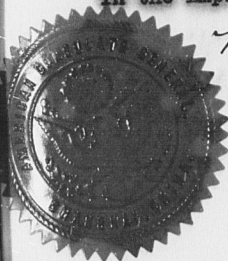
4. Affiant further states that he is an Attorney and Counselor-at-Law in good and regular standing of the Supreme Court of the State of Minnesota; that his certificate as a lawyer and qualifications as such appear in full and at length on page 336 of a book (Government publication 1906) entitled "Inspection of United States Consulates in the Orient", of which fact he requests that proper notice be taken by the Department of State.

A. J. Burke

American Consulate-General,
Shanghai, China.

Subscribed and Sworn to
before me this fourth
day of May, 1909, at Shanghai,
in the Empire of China.

W. Rodenbeck Dorsey
Notary Public



(Copy)

UNITED STATES SENATE
COMMITTEE ON INDIAN AFFAIRS

Washington, February 22nd, 1909

Dear Burke,

Yours of the 12th ult. received. I referred it to the Treasury Department and received the enclosed letter, which explains itself. When you forward your affidavit, as suggested in the letter, kindly return this for my information.

With regards, I am

Very truly yours,

MOSES E. CLAPP

Mr. A. J. Burke,

Astor House,

Shanghai, China.

(copy)

F

TREASURY DEPARTMENT

WASHINGTON

Office of
Auditor for State
and
Other Departments

In Replying Quote Initials
A. O. L.

February 20, 1909

Honorable Moses E. Clapp,
United States Senate,
Washington, D. C.

Sir,

Referring to the communication received from you of Mr. A. J. Burke, Astor House, Shanghai, China, dated January 12, 1909, addressed to you and requesting your assistance in procuring certified copies of the receipts of Consular Court fees, etc., remitted by Mr. James W. Ragsdale while Consul or Consul General at Tientsin, China, I have the honor to request that Mr. Burke be advised that he should submit to this Department his affidavit setting forth his interest in, and the purpose for which he desires the said copies, and, if they are desired in a Court, he should furnish a rule of the Court requesting the same. This requirement is in accordance with Rule IX of this Department, which is as follows:

"IX. No account, document, or paper of any kind shall be withdrawn from the files of the Department by agents, attorneys, or other persons; and copies of any accounts or

papers shall

papers shall not be furnished to any person except upon the written order of the Secretary, one of the Assistant Secretaries, or head of Bureau, and such copies shall be furnished only to such persons as may have a personal material interest in the subject matter of the papers. An affidavit setting forth the interest of the applicant, and showing the purpose for which copies are desired must be submitted with each application.

In all cases where copies of documents or records are desired by, or on behalf of, parties to a suit, whether in a court of the United States or any other, such copies shall be furnished to the court only, and on a rule of the court upon the Secretary of the Treasury requesting the same. Exceptions to this rule will be made only on the written order of the Secretary or of an Assistant Secretary."

I beg leave to state, however, that this office will only be able to furnish copies of the amounts paid into the Treasury on account of Court Fees. Full reports of the fees and expenses in all the cases were not received at this office. Such reports were required to be sent to the Department of State.

The letter of Mr. Burke is herewith returned.

Respectfully,

G. W. ESTERLY

Acting Auditor for the State and Other Departments.

C. H. B.

1 enclosure.

14262/4-6

August 7, 1909.

The Honorable Moses E. Clapp,
United States Senate.

Sir:

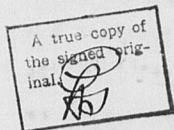
I have the honor to acknowledge the receipt of your communication dated June 14th, last, transmitting an affidavit of Mr. A. J. Burke in which he requests to be furnished with the particulars of court fees and expenses reported to the Department during the period from 1898 to 1909, inclusive, by the Consulate General at Tientsin, China.

In reply I have to say that the Department has had a search made but does not find the returns desired.

It may be added that the United States District Attorney of the United States Court for China, Shanghai, China, under date of June 14, 1909, reports that counsel for Mr. Burke has filed a discontinuance without prejudice in the suit which he brought against Mr. Ragsdale.

I have the honor to be, Sir,

Your obedient servant,



Alvey A. Adee

Acting Secretary of State.

Confidential

Dr. Buck:

It may be of interest to recall that this Browne-Barke is discussed at length in Mr. Piorce's report on the Consular Service in the Far East.

Rc.

8/22

Write nothing below this line.

16093
2009

INDEXED
1909
DEPT. OF STATE

UNITED STATES COURT FOR CHINA
SHANGHAI, CHINA

June 14th, 1909.

Honorable Philander C. Knox,
Secretary of State,
Washington, D. C.

Sir:-

I have the honor to inform you that counsel for the plaintiff in the case of A. J. E. Browne-Burke vs. James W. Ragsdale, has to-day filed the plaintiffs' discontinuance without prejudice in the said case.

I am, Sir,

Your obedient servant,

A. Barrett.

District Attorney.

AUG 8 1909

INDEX BUREAU

14262/7

14262/46

Complaint of A.J.E. Brown-Burke
against James W. Regsdale, former
Consul General at Tientsin

300.

Shanghai, China.
June 25, 1909.
(Assett)

U.S. Court for China.
States that counsel for the
plaintiff in the case of A.J.E.
Brown-Burke vs. James W. Regsdale,
on June 14, filed the plaintiff's
discontinuance without prejudice in
the said case.
No. (Filed July 8, 1909)

77

STP:-

DIVISION OF
FOREIGN AFFAIRS
JUL 10 1909

☐ REG.

*Noted &
to Mr. Bur
and*

Acknowledged by form

7-14-

FILE

C.E.S.

No. 17.



AMERICAN CONSULATE,

St. Petersburg, Russia.

July 2nd, 1909.

SUBJECT:

Dismissal of civil suit by A.J.E. Browne-Burke.

THE HONORABLE

ASSISTANT SECRETARY OF STATE,

WASHINGTON, D. C.

SIR:

I have the honor to advise the Department that the civil suit brought against me in the United States Court for China, by one A.J.E. Browne-Burke, claiming damages in the sum of 30,000 taels has been dismissed by plaintiff's attorney without trial. The summons was served on me two days before my leaving Tientsin, but the suit had been threatened for some time prior thereto. I advised the Department of this before leaving China. Before suit was brought I sent the plaintiff the names of all the male Americans residing at Tientsin from which list he, the plaintiff himself, might select an arbitration Committee of three or five persons to which he might submit his claim and I would abide by the judgment rendered. It is needless to say that this proposition was declined and suit was finally commenced the last moment with the hope of embarrassment or compromise. Further comment is unnecessary.

I have the honor to be, Sir,

Your obedient servant,

James W. Hagedorn
Consul.

INDEX BUREAU
JUL 14 1909

7 7 +

DIVISION OF
FAR EASTERN AFFAIRS
JUL 10 1909

FILED

17

INDEX BUREAU

JUL 15 1908

142628

DEPT. OF STATE

Complaint of A.J.E. Browne-Burke
against James W. Ragsdale, Consul
General at Tientsin.

Encl. 8. 33. Petersburg, Russia,
July 8, 1908.

As. Consulate (Ragsdale) #17

Reports that the civil suit
brought against him in the U.S. Court
for China by A.J.E. Browne-Burke has
been dismissed without trial.
Re. (Rec'd July 14, 1908)

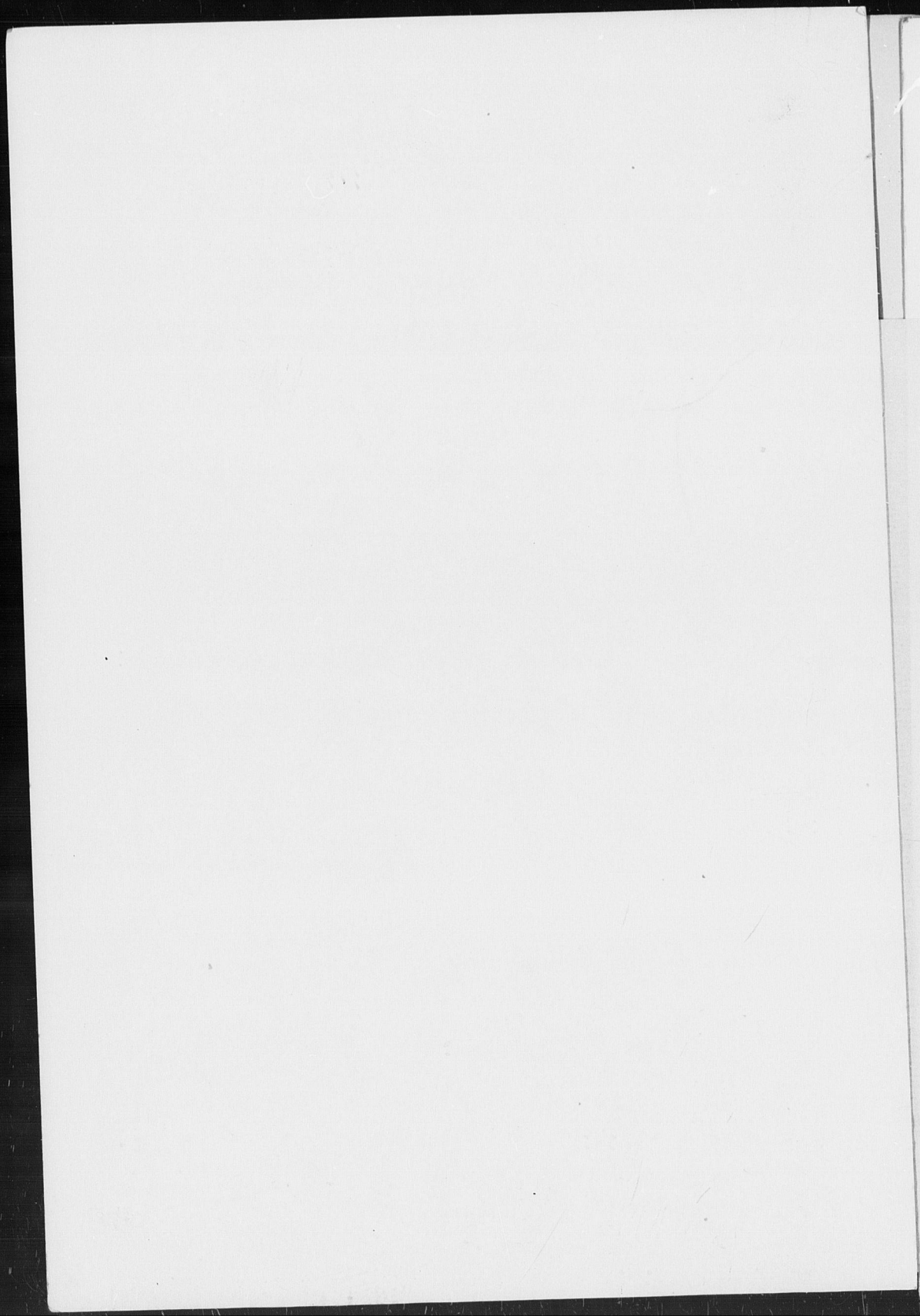
DEPARTMENT OF STATE,
CONSULAR BUREAU.

Mr Sirs

Please see what you
can find on our records
re A. J. Burke - his
business, standing etc
in China

Hoff

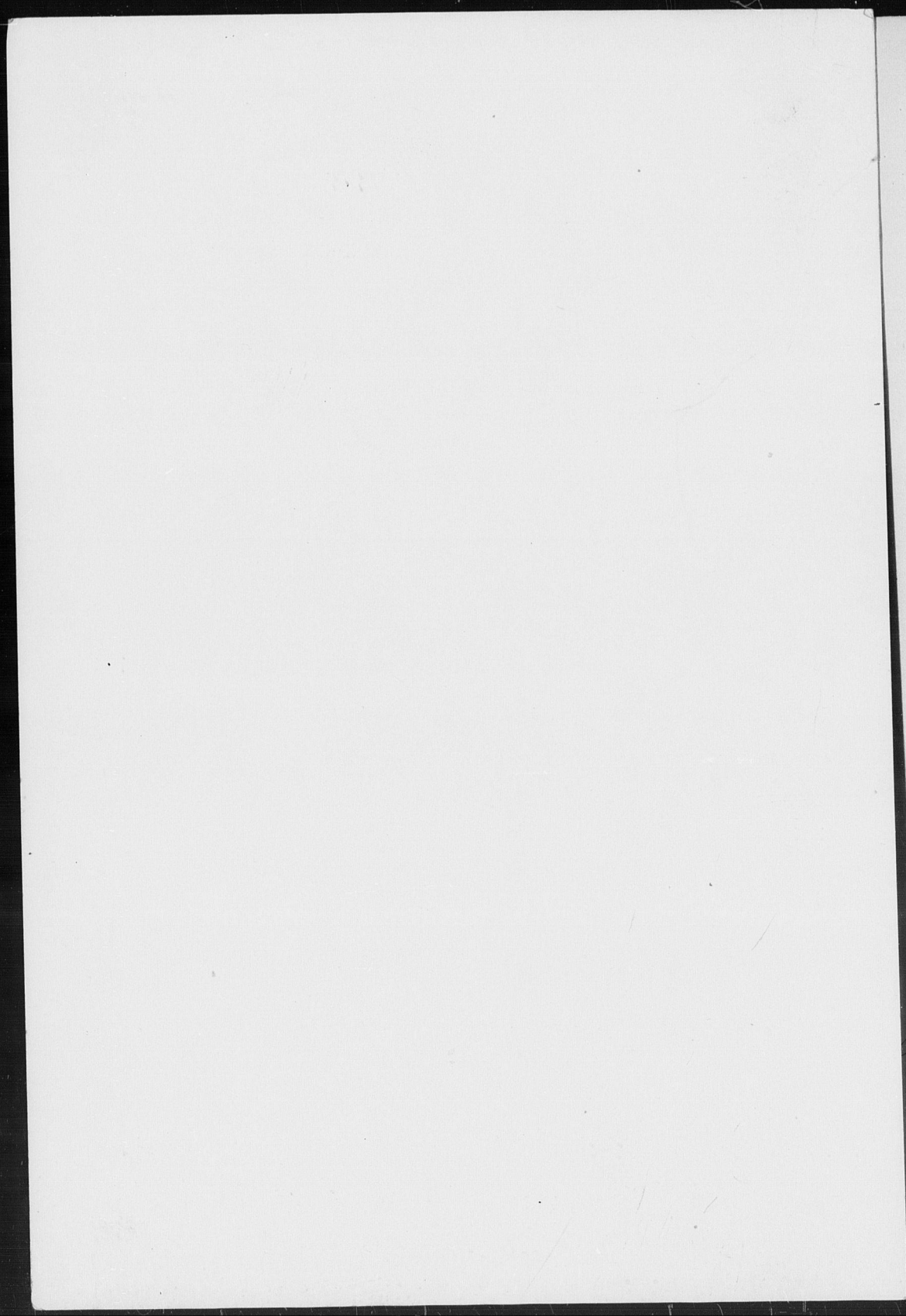
Herewith
Sirs



FACTS CONCERNING A. J. BURKE.

The facts hereinafter set forth are gleaned from the report of inspection of the Shanghai Consulate General, dated December 15, 1904, by the Honorable H. H. D. Peirce, then Third Assistant Secretary of State.

In his report of the case of the U.S. v. A.J.E. Burke, or Brown-Burke, Mr. Peirce states that Burke is an American citizen from St. Paul, Minn., 36 years of age (at the time of the report). He was duly admitted on May 2, 1890, to practice law before the Supreme Court of Minnesota; resided temporarily at Tientsin; practiced law at Shanghai. In September, 1900, he became involved in a case by which, he states in an affidavit, a German subject named Dzionk was swindled out of land valued at \$72,000, and he out of 2000 taels (\$1,066), by Consul General Goodnow, Derby, and Hazelton. On another occasion it appears that Mr. Burke made a contract with George Warren, a circus proprietor, by which Burke, as attorney was to receive one-third interest for prosecuting Warren's claim against the Chinese Government for damages to his circus sustained during the Boxer outbreak. Examination of the records of the U.S. Claims Commission shows that Warren was awarded \$34,123.17, so that Burke was rightful owner of \$11,374.39. It appears that through intimidation on the part of Goodnow and others Burke surrendered his contract with Warren, and in consequence lost the amount to which he was entitled, which, it seems, was appropriated by Goodnow and others for



for their own private use.

Subsequently, Burke was arrested and tried before the U.S. Consular Court at Shanghai on the charge of having been drunk and disorderly and creating a disturbance in the Astor House, Shanghai, and of resisting the police in the execution of their duty in Whangpoo road (Aug. 27, 1901): Adjudged guilty and fined \$25 and costs and debarred from practicing in the Consular Court and the Mixed Court for a period of three months.

With regard to the above it might be disputed whether Mr. Burke was really guilty of the charges brought against him, since it appears that Goodnow manifested a very intense bitterness towards him, and it might be inferred from the evidence brought out at his trial that his (Burke's) arrest and conviction were the outcome and traceable to some extent, at least, to this antagonism on the part of Goodnow.

In a despatch, No. 163 of July 13, 1905, Mr. Ragsdale, the U.S. Consul General at Tientsin, China, reports as follows:

"I have the honor to inform you that one A. J. E. Brown Burke, a lawyer, now residing at Tientsin, has been disbarred from practice in this Consular Court, and as a consequence he threatens to file charges against me, but for what I am unable to foretell. . . . This man is an Irishman by birth and claims citizenship by naturalization in the State of Minnesota, but the papers of citizenship

July 9/09

for their own private use.
Independently, Burke was arrested and tried before the
U.S. Consular Court at Shanghai on the charge of having been
drunk and disorderly and creating a disturbance in the
Astor House, Shanghai, and of resisting the police in the
execution of their duty in the case (Aug. 27, 1901).
Admitted guilty and fined \$25 and costs and departed from
Shanghai in the Consular Court and the Mixed Court for
a period of three months.

With regard to the above it might be disputed whether
Mr. Burke was really guilty of the charges brought against
him, since it appears that Goodnow manifested a very intense
bitterness towards him, and it might be inferred from the
evidence brought out at his trial that his (Burke's) arrest
to some extent, at least,
and conviction were the outcome and result of this an-
tagonism on the part of Goodnow.

In a despatch, No. 103 of July 13, 1900, Mr. Ragsdale,
the U.S. Consul General at Tientsin, China, reports as follows:
"I have the honor to inform you that one A. J. E. Brown
Burke, a lawyer, now residing at Tientsin, has been dis-
barred from practice in this Consular Court, and as a con-
sequence he threatens to file charges against me, but for
what I am unable to forestall. This man is an
Irishman by birth and claims citizenship by naturalization
in the State of Minnesota, but the passport citizenship

Warren's claim against the Chinese Government for damages to
his person sustained during the Boxer outbreak. Examination of
the records of the U.S. Claims Commission shows that Warren was
awarded \$34,123.17, so that Burke was rightful owner of
\$11,374.39. It appears that through litigation on
the part of Goodnow and others Burke surrendered his con-
tract with Warren, and in consequence lost the amount to
which he was entitled, which, it seems, was appropriated
by Goodnow and others for

July

held by him are in the name of A. J. E. Brown. He claims, however, that for reasons of his own he has assumed the name of Burke, that being his mother's name. He has told several persons in confidence, in a bragging manner, that he secured his papers before he had resided the necessary five years in America, hence fraudulently. It has also been charged that the papers he holds were stolen from another man and that he was never naturalized at all, but I cannot vouch for the truth of this charge. He made himself obnoxious in Shanghai, and since his arrival here has been engaged in a number of disreputable schemes, and, these coming to my knowledge, I was compelled to refuse him recognition by this Court."

Si

July 9/09

Tom's note

19-1908.

My dear Mr. D. & Mrs. D.

I got Mr. D. & Mrs. D.
to attend to the
shipment of your
machines, but
the M. D. Co. will
claim on ac-
count of an in-
sulting letter which
you wrote him
that he would
not pay for all
the trouble he
could, and

Have you seen
the Power of At-
torney, before
he would sign
the release papers.
Now, write the
consul, that you
have appointed
me your agent,
and I will sign
for you and
pick it the
first time I
go in to them.
P.S.
Regards to all your
family
Your friend
J. J. Davis

State



Wokkuk Falls aka

June 14 - 1908

Hon. Theodore Roosevelt

Washington

re c

Dear Sir

The American school at Lam Pico
Mr. Muiw has been fit to put me to
a great amount of trouble over the shipping of
a sewing machine from Muiw (Lam Pico Muiw)
also demanded a money consideration for bringing
a permit to ship same from Muiw. I am
an American and did not believe he had such
right to the machine is not a new one or was
I purchased in Muiw. Please look after this
man as there has been much dissatisfaction
between him and Americans leaving Muiw
I enclose you a letter from a friend of
mine and you can see what he says to
him and the wrong he is keeping on
me as an American

Wokkuk Falls aka

Yours Truly
James M. Davis

INDEX BUREAU

0 14263/8

DEPT OF STATE

CONSULAR
JUN 24
1908
BUREAU

Complaint of Garrett M. Davis
against the Am. Consul at Tampico,
Mexico, regarding fees

Garrett M. Davis,

Keokuk Oklahoma,

June 14, 1908.

States that the Consul at
Tampico, Mexico, demanded a fee
for signing a permit to ship a
sewing machine from Mexico to the
U. S. and that the Consul is caus-
ing him unnecessary trouble in
the matter.
Informs Dep't that the Consul
is disatisfactory to Americans
and encloses a letter, relative to
the shipment of the sewing machine.
Mc. (Rec'd June 22, 1908)

1 nol

*Discovered and
Confided*

June 26/08.

FILE
G.L.G.

DEPARTMENT OF STATE
WASHINGTON

Serial No. 19

June 26, 1908.

P. Merrill Griffith, Esquire,
American Consul,
Tampico, Mexico.

Sir:

I transmit herewith copy of a letter from Mr. Garrett M. Davis, of Keokuk Falls, Oklahoma, in which he complains of treatment received at your hands in connection with the shipment of a sewing machine from Tampico to the United States.

You are instructed to make a full report of all the facts of the case, stating what fee was charged by you and what form of certificate was issued by you to the shipper.

I am, Sir,

Your obedient servant,

(For the Secretary of State)

W. J. CARR
Chief Clerk.

Enclosure:

From Mr. G. M. Davis, June 14, 1908, with enclosure.

A true copy of
the signed original
JML

1-23-41

100

UNITED STATES OF AMERICA
WASHINGTON

TO THE HONORABLE

June 22, 1941

Mr. E. A. Tamm, Chairman
Federal Reserve Board
Washington, D. C.

I am writing to you to inform you of the results of the investigation conducted by the Federal Reserve Board into the activities of the American Friends of the British Committee (AFBC) during the period from January 1, 1941, to May 31, 1941. The results of the investigation are as follows:

The AFBC has been found to be a bona fide organization which has been engaged in the collection of funds for the purpose of supporting the British war effort. The AFBC has been found to be a non-profit organization which has been engaged in the collection of funds for the purpose of supporting the British war effort. The AFBC has been found to be a bona fide organization which has been engaged in the collection of funds for the purpose of supporting the British war effort.

Very respectfully,
E. A. Tamm

For the Federal Reserve Board
E. A. Tamm

cc - Mr. Clegg
cc - Mr. Glavin
cc - Mr. Ladd
cc - Mr. Nichols
cc - Mr. Rosen
cc - Mr. Tracy
cc - Mr. Carson
cc - Mr. Egan
cc - Mr. Gurnea
cc - Mr. Harbo
cc - Mr. Hendon
cc - Mr. Jones
cc - Mr. Quinn
cc - Mr. Nease
cc - Mr. Gandy

Enclosed for the AFBC are the following documents:

1. A copy of the report of the investigation into the activities of the AFBC during the period from January 1, 1941, to May 31, 1941.

2. A copy of the report of the investigation into the activities of the AFBC during the period from January 1, 1941, to May 31, 1941.

DEPARTMENT OF STATE
WASHINGTON

June 26, 1908.

Mr. Garrett M. Davis,
Keokuk Falls, Oklahoma.

Sir:

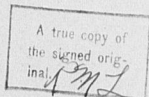
I have to acknowledge the receipt of your letter of the 14th instant in which you complain of treatment received by you at the hands of the Consul at Tampico in connection with the shipment of a sewing machine from that place to the United States.

In reply I have to inform you that the Consul has been instructed to make a full report of all the facts of the case, stating what fee was charged by him and what form of certificate was issued by him to you.

I am, Sir,

Your obedient servant,

(For the Secretary of State)

W. J. CARR
Chief Clerk.

MICROCOPY

862

ROLL

882

END

