THE DEBT SUIT JUDGMENT.

DEAR SIR:—

You are right in saying that, if attention was arrested, boards of trade would become active to have this business managed wisely. But business men, living in a rush, lack leisure to read a pamphlet and politicians and newspapers are timid, about a matter like this, until some board of trade, or political convention, pronounces in favor of a clear cut proposition which, being invulnerable, looks right to the naked eye and looks better under a microscope.

Here is a sample of what is being said by some good men who, being misinformed, are unwittingly echoing attorneys for the syndicate.

> "The court having entered judgment for seven millions as our share of the principal, it is useless to suggest any compromise as to this principal. The court has also said that it will give judgment about the fifty years of interest unless we compromise with Virginia respecting the amount of interest. Fifty years interest makes twenty-one millions. Hence our debt is twenty-eight million. But the law does not require interest on interest and the Virginia lawyers are so hungry for the $750,000 fee that they will doubtless compromise the interest at seven millions. Therefore, I favor appointing a commission to settle by issuing seven millions in long time three per cent bonds, and seven millions in non-interest bearing bonds; one million payable five years hence and thereafter two millions each year."

But no one will talk this way who is acquainted with the real facts about this debt suit scheme and not thinking about making money out of it. You will find, I think, that every man, acquainted with the real facts and without personal motive, agrees that the best remedy for this desperate situation is for political conventions to adopt a preamble and resolution about as enclosed. A proper commission would ascertain and publish the real facts and then both the certificate holders and Virginia will know that it is better for everybody, except the Virginia lawyers and Wall street promoters, that West Virginia should settle her share on the same terms that Virginia forced her bondholders to accept for the two-thirds which she assumed.

The figures, in brackets, in the enclosed preamble refer to an Appendix giving documentary facts proving the statements. This Appendix will be printed and mailed to any address sent me. But while anxious to aid effort to

benefit my state I really cannot afford, at seventy-two, to give much more of my time or purse. I will however cheerfully answer questions.

Respectfully,

J. M. MASON,
Charles Town, W. Va.

May 30, 1912.

PREAMBLE AND RESOLUTION.

Whereas the U. S. Supreme Court has rendered its decree that, on such a record as was before it (1) West Virginia owes Virginia $7,182,107 as her share of the principal of the Virginia debt in 1861 and the court says that, unless Virginia and West Virginia compromise about the fifty years interest, it will render judgement respecting said interest: and

Whereas Virginia assumed two-thirds and enacted that she issued certificates for one-third to enable West Virginia to settle her part by dealing directly with the certificate holders and not with Virginia, (2): and

Whereas any amount West Virginia owes belongs to the persons owning certificates and Virginia has no claim to any of it, so she has no interest and is acting simply as a collecting agency: and

Whereas, before Virginia authorized any suit in her name, it was published that the certificate holders were willing to accept the amount Virginia had spent for roads &c in West Virginia counties, not to exceed four millions: (3) and

Whereas Virginia assumed only two-thirds and then forced her bond holders to compromise that two-thirds at about fifty cents on the dollar (4) payable in bonds worth less than seventy cents on the dollar, (5): and

Whereas the record before the court represented the debt in 1861 to be $33,897,073, whereas it was less than thirty-two millions of principal, (6): and

Whereas the real truth about this debt suit ought to be made known to West Virginia taxpayers, to the people in Virginia and to the certificate holders,—

Therefore resolved, as the sense of this convention, that a non-partizan commission should be appointed by the legislature, not to commit the state, not to meet the Virginia lawyers, but only to unearth, ascertain and publish the facts, and said commission should consist of our five best Republicans and five best Democrats, men over fifty and under seventy, men who are not after making money out of this matter, men who, having clear conscience, will

not be timid about publishing the facts as they find the facts to be.

APPENDIX

Facts Proving Statements In

PREAMBLE TO RESOLUTION

1. "Such a record as was before the court".

The lawyers for West Virginia were making up a record with reference to stating the Wheeling ordinance account: the lawyers for Virginia were making up a record on the theory that the ordinance was not binding and that West Virginia's proportion was one-third because containing one-third of the population and territory.

When Virginia seceded a convention, composed of men living in her western counties, met in Wheeling in June 1861 and, claiming to be a convention of the entire state, passed an ordinance authorizing said Western counties to form themselves into a new state. This ordinance said:—

The new state shall take upon itself a just proposition of the debt, in January 1861, to be ascertained by charging all state expenditures within her limits and a just proportion of the ordinary expenses of state government, since any part of said debt was contracted and deducting therefrom all monies paid into the treasury from the counties composing the new state, during the same period.

The court held that West Virginia's proportion was 23½ per cent because, at the time of separation, she contained 23½ per cent of the property.

It is safe to say that, if the case was to be prepared over, counsel for West Virginia would have so pleaded as to have had questions of law settled before going into the facts. This would have saved ninety-nine per cent of the expenses (say $100.000) of a record (1200 pages) of statistics &c never looked at. The opinion of the court (200 U. S.) is considered in another connection.

2. "Virginia issued certificates to enable West Virginia to settle her share of the debt by dealing directly with the holders of certificates, and not with Virginia."

The act of 1871, setting aside one-third for West Virginia, was the first debt legislation after the war. This act said, a new bond shall issue in exchange for two-thirds of the principal and interest of each ante war bond (viz: any bond issued before 1861) and a certificate shall be issued for the other third. The act said, a certificate should be issued

"to enable West Virginia to settle her share by dealing directly with the holders of certificates and not with Virginia." (See the act, page 14, Mays record of suit. This, being a state publication, was sent to county clerks, prosecuting attorneys &c, and can be had in any county town).

All subsequent Virginia debt legislation was based on this act. The certificates issued under the act of 1892, which was the final settlement between Virginia and her creditors, read:—

> "This certifies that Virginia has discharged her part of the bond numbered ....., dated ....., for $ ....., leaving a balance of $....., to be accounted for by West Virginia to the holder of this certificate. (See Mays Rec. p. 37).

Observe. The certificates were not intended to adjudicate the amount that West Virginia owed. They were issued simply to identify the persons entitled to receive any thing West Virginia might pay.

Is it not evident that, if West Virginia gathers up all the certificates, then she has settled her debt! Observe, no one can make any claim except as a holder of certificates.

The certificates were deposited with Brown Bros., 69 Wall street, under a contract dated July 28, 1898, between the certificate holders and a committee. This contract restored and reinstated the same program and proposition which was formulated in 1883 by some of the best men then in West Virginia and proposed settlement on the basis of the amount Virginia spent for roads &c in West Virginia counties, not to exceed four millions. The program was published by Wheeling Intelligencer, January 13, 1883.

The men who drafted the ordinance assumed that it would figure out this amount. We got the roads &c, and no honest minded man, if informed of the facts, ever doubted that we should pay for them.

> 3. Before Virginia authorized any suit in her name it had been widely published that the certificate holders were willing to accept in settlement the amount that Virginia had spent for roads &c in West Virginia counties, not to exceed four millions.

The certificates are deposited under a contract—(See p. 52 May's record), which reads:—

The committee shall formulate a plan of settlement: submit the Plan to the Advisory Board: if the Plan is recommended by the Board the committee shall submit it to holders: if accepted by a majority it shall be binding on all;

after said plan shall become effective the committee shall surrender the certificates to either state "and receive in exchange therefor the bonds called for by the plan".

(Carefully observe the committee must not part with the "possession" of the certificates unless they receive in *exchange* the bonds called for by the Plan).

The Brown committee did formulate and submit a plan of settlement to the Advisory Board. Its letter submitting it was dated June 7, 1899 and said:—

(a) The ordinance charges a just proportion of the ordinary oxpenses and the questions are (1) what expenses were ordinary as distinguished from extraordinary? and (2) what proportion was a just proportion? Again. It charges "state expenditures within her limits", and the question is, what expenditures are included under this expression?

(b) The committee is informed that stating the account and then compromising as Virginia has compromised the two-thirds she assumed will figure out about four millions.

The plan formulated by the committee was recommended by the Advisory Board on June 27, 1899. It said:— (a) State expenditures shall mean only such expenditures for internal improvement as were enumerated by the Bennett commission of 1871. The Bennett commission figured roads &c at about three and a half millions. (See Mays Rec. p. 472).

(b) The amount ascertained by stating the account shall be compromised as Virginia compromised the two-thirds: to-wit, sixty per cent for principal and thirty and a quarter per cent for interest, payable in bonds bearing two per cent for ten years and three per cent for ninety.

This plan of settlement, together with the letter submitting it, and the recommendation of the Board was immediately printed in pamphlet and scattered broadcast early in July 1899. This said plan had already been printed in the West Virginia Senate Journal. (See Memorial offered by Whittaker, p. 7, Journal for Feb. 23, 1899).

The reader should observe that this plan of settlement recommended by the board was suppressed and never mentioned in court. (See it barely mentioned May's Rec. p. 58). While reading the rigmarole writings, between Virginia attorneys and a committee in May's record, the reader will keep in mind that crafty attorneys were trying to conceal the facts.

Of course any lawyer, who reads the contract between committee and holders, knows that, after this plan

had been recommended, the committee had no power to do anything except to carry it out, and that any subsequent writing, purporting something different, was a nullity.

Some time after said plan had been scattered broad cast, probably in September 1899, certain Virginia lawyers managed to secretly get the private ear of the Wall street bankers who had been put in front to stand as figure-heads and who had consented to act because thereto requested by several West Virginia men most favorably known for intelligence and personal honor. These Virginia attorneys misled the Brown committee into abandoning both the program and the proposition for which the certificates had been deposited and into proposing something entirely different. Whereupon the West Virginia parties who had organized the committee and who had educated the certificate holders to deposit, retired and refuse to cooperate.

The basic proposition for which the certificates were deposited was, to restrict the debt to the amount for roads &c. In 1882, (when the certificates were unsaleable at 3 per cent), the originators of the undertaking well knew that a court was much more likely to give judgment for an amount many millions greater than the amount for roads than for less than four millions. Hence they said that, if the certificates were deposited to accept four millions, then West Virginia would issue bonds for that amount. Not only so, but the long-headed men, like Willy, Camden &c, who suggested assembling the certificates, well knew that if this business ever drifted into the hands of non-resident lawyers, without interest or motive except a gigantic rake-off, (viz, the difference between four millions and the amount that might be realized after the court had given final judgment), then there would come a saternalia of corrupt secret influence to intimidate politicians. These long-headed men foresaw that, when that saternalia did come hightoned men, who will not betray the state if offered millions, would keep silent rather than bring down on themselves the secret insinuations and whispering of attorneys expecting a rake-off, and then, unless West Virginia developed a LaFollette, Bryan, Roosevelt or Wilson, political conventions would be dominated by grafters. In a situation like this there is always money to mislead opinion but, unless some aggressive man, who is thinking about the state's interest, has purse then the truth is not heard till the ship has run on a submurged iceberg.

4 and 5. Virginia compromised the two-thirds which she assumed at about fifty per cent payable in bonds

worth less than seventy.

The Wheeling Register of March 29, 1884, printed an interview by the late Chas. J. Faulkner which he put in pamphlet and scattered. Page 2 of that pamphlet said:—

"I delivered to the Virginia auditor $60,000 six per cent securities and received in exchange for them $28,000 three per cent bonds worth in the markets $14,000."

The Virginia act of 1882 required the bonds, which had been issued for the two-thirds under the act of 1871, to be exchanged at fifty-three per per cent for three per cent bonds. (See May's Rec. p. 29).

Virginia passed six different funding acts before she got her two-thirds settled and each act scaled bonds issued under former acts. The act of 1871 was engineered by a Wall street syndicate and the act of 1879 by an English syndicate and both calculated on a gigantic rake-off. These acts brought such a tornado of popular indignation against the politicians then prominent that a new party swept the state in 1881. In 1891 Virginia appointed a proper comission who published the facts and in 1892 a settlement resulted which satisfied everybody. Politicians were not timid when they could quote a proper commission. The two per cent bonds under this act were selling above sixty when the six per cents under the act of 1871 were unsaleable at fifty. The popular indignation existing before 1892 is illustrated by the fact that although a coupon costing fifteen cents would pay a dollar of taxes yet any man who offered a coupon for taxes was instantly boycotted by neighbors.

Observe, the Plan of Settlement recommended by the Advisory Board was scattered broadcast in July 1899 and Virginia did not authorize suit until March 6, 1900. (May's Rec. p. 42). The terms of the deal between Virginia attorneys and the Brown committee has been kept secret but enough has leaked out to create a belief that the Virginia attorneys offered to mislead their legislature into authorizing them to bring suit in the state's name provided they were secured a large rake-off. In this connection see the rigmarole writing, (May's Rec. p. 60), purporting to authorize the sale or pledge of certificates to raise cash whether settlement resulted or not. If this fact was ventilated on Wall street it would bring rebellion. Report has it that Brown Bros. now realize that they have unwittingly betrayed their trust. A proper commission would publish the real facts. For example, it would require the Virginia at-

torneys to disclose the terms of their deal with the Brown committee and to disclose the amount borrowed by pledging the deposited certificates. A proper commission would doubtless publish that, unless they cut loose from Virginia attorneys and Wall street promoters, Brown Bros. must put half a million to profit and loss. Brown Bros. mean right but, being honest minded, have been outwitted by lawyers after fees.

6. The debt in 1861 represented to be $33,897,073 whereas its principal was about two millions less.

West Virginia had several accountants in Richmond six months who were so ignorant about the questions involved that they did not distinguish principal from interest. Hence counsel for West Virginia agreed to an amount which included interest.

The Virginia act of 1882 fixed the principal January 1861 at $31,800,712 and the interest then due at $1,045,183, total $32,845,895. This *probably* included the $145,000 Peabody bonds, lost in the Arctic and *certainly* included the $750,000 bonds owned by the U. S. The accountants evidently never heard of John Brannon's report in 1863 stating that, when they were lost, these Peabody bonds belonged to the state, and they evidently never heard of the Virginia court's decision that these bonds were not part of the debt. Again, they never heard of the bill introduced by Daniel which passed congress in 1900 and which released, donated, quit-claimed as to the $750,000 bonds. A proper commission will publish these facts and the court will correct the error. Then the principal of the debt will be $30,905,712 instead of $33,897,073. It is true West Virginia owes her part of this $1,045,000 of interest which was due in 1861 but she does not owe any interest on it.

THE COURT'S OPINION.

It is a commentary on present West Virginia party politics that none of the men now prominent for office profess to have read this opinion with sufficient care to talk intelligently about it.

The fatal mistake was that counsel for West Virginia, playing politics, professed to think that West Virginia did not owe anything to anybody. If it was to do over would not counsel for West Virginia have said:—

(a) We got the roads &c and will issue bonds for that amount as soon as the certificates are sent to Charleston in a box.

(b) State the account, as the writers of the ordinance intended it to be stated, and it will figure out about four

millions.

(c) If this is not satisfactory, then charge us with an equitable proportion and compromise as Virginia compromised the two-thirds she assumed.

Stating some facts may arrest the attention of men sufficiently intelligent to appreciate the state's desperate situation.

First. Virginia had the power and the right to determine the proportion of the debt that West Virginia should pay. She might have exonerated her. Tis childish to suggest that, if she had exonerated West Virginia congress might not have admitted the new state. Suppose Virginia had said that ten per cent should be considered equitable, would the court usurp jurisdiction to adjudicate that that was not an equitable proportion? Again, suppose the expression, "ordinary expenses of state government" had had a definite and well known meaning in Virginia, would the court give it a different meaning? It will probably be conceded that as far back as 1828, this expression did not include the interest on the public debt. For example, see the message of Gov. Pleasants stating the amount required for "ordinary expenses" and then stating the amount required for "the interest on the public debt".

Unless specially retained to argue for the contrary probably every lawyer, who is regarded as a lawyer by lawyers, will agree that the crucial question before the court was,—

What proportion of her debt did Virginia in 1861, *intend* that West Virginia should pay, and what proportion did West Virginia intend to pay?

But strange to say, the court seems to have had a notion that the question before it was,

> *not* what proportion did Virginia intend West Virginia should pay: *not* what proportion did West Virginia intend to pay,—

but, what *amount* would be an equitable proportion? And, having its head full of this notion, the court first proceeded to determine, in its own mind, the *amount* which would be equitable, and next proceeded to hunt up some theory which would figure out that amount.

Observe. The court says that, unless the interest charge be included among ordinary expenses, then the ordinance will not figure out such an amount as the court thinks equitable.

Second. The court decided, (a) That the ordinance was not binding as to the debt although binding as to every-

thing else. (b) That West Virginia had given to Virginia her (implied) promise to pay an "equitable" proportion of the debt existing in 1861. (c) That Virginia can sue on that promise although she must turn over to the certificate holders all she recovers. (d) That 23½ per cent is an equitable proportion for West Virginia.

Third. The court said:—

> Virginia, with the consent of her creditors cut down her liability to not more than 66⅔ per cent. The difference between her share and the amount creditors were content to accept from her is $3,333,211: subtracting this amount from the debt in 1861 leaves $30,563,861 as the sum to be apportioned.

The reader will notice that Virginia cut her share from seventy-six and a half to sixty-six and two-thirds: viz, she cut it nine and four-fifths per cent. The court decided that her legislature in 1871, having cut her share 9 4–5 per cent therefore her claim on West Virginia must be cut in the same proportion. Does any one doubt as to what the court has decided?

But the court did not take notice that subsequently Virginia cut the two-thirds, forty-seven per cent. When this fact is brought to the court's attention, will the court discover some principle, or invent some theory whereby the doctrine applied to to the first cut should not be applied to the second cut?

This opinion by Justice Holmes is a marvel of unexpected ingenuity but, can anyone suggest a theory which cuts West Virginia's share 9 4–5 because Virginia in 1871, had cut her share that much, but will not cut West Virginia's share when, in 1882, Virginia cut her share down to only thirty-five and a fifth per cent of the debt existing in 1861? This decision is the same as if it said:—"When Virginia cut her share nine and four-fifths per cent, she thereby cut her claim on West Virginia from 23½ per to 21 1–5 per cent".

Having said this, how can the court escape saying; "If in 1882, Virginia cut the two-thirds down to fifty per cent of two-thirds, she thereby cut her claim on West Virginia down to 18 per cent of the debt existing in 1861"?

It requires too many figures (for a pamphlet) to exhibit the per cent which Virginia has cut the two-thirds. It suffices to consider that a proper commission would ascertain and publish the per cent to which she has cut down the two-thirds. The act of 1871 said a new bond should issue for two-thirds of principal and interest: the act of 1882 said a new bond should issue for fifty-three per cent of each

bond issued under the act of 1871; the act of 1892 required 28 bonds which had been issued under former acts to be exchanged for nineteen new bonds. It seems safe to say that, prior to 1892, a holder of a Virginia bond, outstanding in 1861, could not have realized fifty per cent for the two-thirds of it.

A Proper Commission
to ventilate facts
The State's Salvation

The situation is as it is only because politicians and editors avoid antagonizing the unseen influence of a scheme expecting such a gigantic rake-off as to difference between four millions and the amount that may be realized if the facts are kept quiet until after the court has given final judgment for principal and interest.

The act authorizing suit and rigmarole writings, between Virginia attorneys and Brown Committee, show that men, as crafty as any living, exhausted effort to tangle this matter. Hence, unless making special study, a man feels uncertain and, feeling uncertain, refrains from making explicit public utterance. But it would not take a man, fit for bank cashier, if associated with a man, fit for judge, ten hours to become absolutely certain as to such facts as are material. For example, after the documents are before him, it will not take the lawyer thirty minutes to know that the contract, under which the certificates were deposited, expired October 1, 1902, and that any depositor may present his receipt and, if refused the certificate which it calls for, then the New York court will give the sheriff an axe to get that identical certificate. After the lawyer understands this *manufactured* tangle, it will not take him ten minutes to convince the bank cashier.

A statement of facts will be universally accepted as true if published over the names of six or eight such men as will grow stronger in public confidence the more they are inquired about where they live.

Four distinct bodies are interested: (1) West Virginia taxpayers: (2) The certificate holders: (3) Citizens of Virginia who value their state's name: (4) Men without motive or interest except to get part of the rake-off. Perhaps we should add a fifth body: to-wit, "men trotting after a scheme as hogs follow a load of corn."

It requires very little reflection to understand that every man, literally every man, giving attention and think-

about his state's welfare, wants the facts published. After the facts have been published by a proper commission then the honest politicians and editors, now so timid, will be bold as lions, and grafters be afraid to whisper. Why not publish the facts? The truth never hurts any man with a clear conscience.

A proper commission would educate Brown Bros. to understand how they were betrayed, (and wrecked—as to this business), by the Wall street lawyer they were trusting in March 1899.

It would point out: (a) Why stating the ordinance account, as the writers of it intended it should be stated, would figure out about four millions. Recollect that the court has held that Virginia herself, not West Virginia, wrote the ordinance. (b) Why this suit is a disgrace to Virginia. It would exhibit facts proving that, after deciding to issue certificates, Virginia repeatedly published that she would not meddle and this was her position until certain lawyers, while members of her legislature, saw a chance to get large fees if authorized to misuse the state's name. (c) Why, under this scheme, the certificate holders are most unlikely, (unless West Virginia is betrayed), to fare as well as they will fare if they return to the proposition for which they deposited with Brown Bros. Let the reader consider that when this undertaking started thirty years ago the certificates could not be sold at three per cent, and were bought up, at an average under ten, by persons expecting to realize twenty. Let him consider that the average certificate holder, and also certain honorable men connected with Brown Bros. are in as much danger from Wall street crooks as West Virginia is in danger from the secret emissaries of grafters. For example. Those acquainted with the methods of the type of Wall street crooks, exposed by the Equitable Insurance scandal, will quickly see the "joker" concealed in the innocent looking language on page 60 May's record which says:—

> After deducting proper charges the proceeds of settlement shall be apportioned among holders by such percentages as may be established for the different classes of certificates by a "tribunal"

This, being interpreted, means that certain holders may receive thirty per cent and other holders two per cent. Observe, a certificate representing the one-third of a bond issued under the act of 1869 does not contain any of the principal of the debt existing in 1861.

Again. Those who have followed and understand this debt suit scheme well know that this nonsense about congress paying West Virginia's debt was started to distract attention from the importance of appointing a commission to publish facts, which is the only thing Virginia attorneys fear. West Virginia would have paid her share if there had been no separation. The reader would be sea sick if he heard congressmen laughing at this proposition. Blaine supposed that separation had cast the entire debt on Virginia, and his notion was for congress to relieve Virginia. Of course honest politicians prattling this nonsense do not know that they are aiding effort to side-track action to save the state. But such nonsense side-tracks the vital question: to-wit, shall truth be suppressed until our legislature has been fooled into appointing a committee to make a suicidal deal with Virginia attorneys? Shall the truth be suppressed until after the court has entered final judgment for principal and interest?

Does any observant man doubt that a commission would have been appointed long ago unless some gigantic influence, (none the less gigantic because secret,) was intimidating politicians and barricading access to the public ear? Suit was authorized more than twelve years ago. As soon as it was commenced brainy men, in every part of the state, said that the facts ought to be published. There has been eight sessions of the legislature and six campaigns since then and yet no politician or leading newspaper has had courage to advocate publicly the only action that can save this state. Will not this proposition carry ten thousand to one if submitted to voters who are not afraid of grafters? Will any candidate for governor, Attorney General or legislature go on record against it? Why are they silent? Does any one doubt that politicians, place-hunters and pensioners are intimidated by some unseen influence?

Of course many men are so situated in life that they dare not antagonize such a gigantic secret influence as is behind this debt suit scheme, but every county has brainy men who can afford to speak out publicly. The state will be saved if such men promptly publish that they think a commission should be appointed to publish suppressed facts. Any honest editor will gladly print. Politicians never speak out unless they can echo such men. A proper commission cannot do harm and publishing suppressed facts will do good.

Those who understand this matter feel certain:—(1) That, unless the state is betrayed by its next legislature

the court will not move for at least five years, if then. (2) That if facts be ventilated Virginia will dismiss suit. It will greatly injure her to have national attention concentrated on her blunders about her debt. She has everything to gain and nothing to loose by dismissing suit. (3) That, when the facts are published, the Virginia attorneys will be glad to settle for less than half they will want as long as the facts are suppressed. In truth, both Virginia attorneys and certificate holders will then be glad to settle at four millions. Let the reader consider that West Virginia is equally safe whether she gets possession of the certificates or whether she gets a quit claim from attorneys masquerading as representing Virginia.

If the reader gives sufficient attention to foresee the situation which will surely exist after the court has entered final judgment for principal and interest, then he will take trouble to ask brainy acquaintances to speak out for appointing a nonpartizan commission to publish facts. If several of the men living outside of unclean influence, make public utterance in this behalf then the seven thousand in Israel will echo and then the Huntington convention will resolve according to the preamble and resolution on page 2. Then the legislature will be unanimous for the proposition.

It is childish to say, nothing is suppressed. If nothing is suppressed, why this opposition to appointing a commission? Did the Virginia attorneys mislead their legislature to believe that Virginia herself would share in the recovery? Were they prompted by a Wall street promoter to get themselves appointed? Did the contract, between the Brown committee and holders, under which the certificates were deposited, expire October 1, 1902?

If acquainted with the methods of grafters, the reader will consider that the present excitement offers attorneys for unclean influence the best opportunity to slip a card from the bottom of ~~the~~ pack and thereby side-track this matter at Huntington as they did at Charleston in 1908 and at Wheeling in 1904.

A copy mailed free to any address sent to

J. M. MASON,
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