

REPORT MADE AT: NEW YORK, N.Y.	DATE WHEN MADE 8/23/22	PERIOD FOR WHICH MADE 8/17/22	REPORT MADE BY: ANDREW L. BATES
TITLE AND CHARACTER OF CASE: RE: MARCUS GARVEY & BLACK STAR LINE Negro Activities.			

FACTS DEVELOPED:

This morning agent attended the convention of the U.N.I.A. at 138th Street near Lennox Avenue and the subject for discussion was "The Future of the Negro in the West Indies. Some said that in the political world the West Indian has no chance whatever to use his power as a voter. Another said that 14 or 15 men control the affairs there and another said that the only way to do is to get the whole colored race to get together and then the Negro will be able to do some real good for himself.

After this discussion, which lasted for more than five hours, the matter was turned over to a committee of five for recommendations. The next subject was "The Value of a Negro History of the World." This subject was opened by Marcus Garvey. The sum and substance of this debate was that history did not tell of the great men that took part in the construction of the old world.

Secretary F.A. Toot made his report for the year but did not read the financial standing of the U.N.I.A.

Agent had a talk with D.T. Tobias, the manager of the Forum at 131st Str. and 7th Ave. Among other things he said that Garvey was one of his closest friends and Garvey had to visit the Ku Klux Klan at Atlanta inasmuch as Garvey found that he was being out in the North so he joined the Klan so they could help him carry out his program of "Back to Africa."

NEW YORK, N.Y. 8/23/22 8/17/22 . MARCUS GARVEY A. L. BATTLE

Garvey is my personal friend and I can always get a word with him. Agent found that two thirds of Garvey's followers are not eligible to vote in any State, most of the members being West Indians.

Garvey asked everybody to come out tonight and help in the rally to send the delegates to Switzerland in a few days. F.A. Foot, the Secretary said there have been 250 new divisions added to the U.M.W.A. since the last annual meeting.

At night, Rudolph Smith spoke of Garvey and how brave he is. There were about 2,000 present and Garvey asked that everybody give \$10.00 down to help raise the money to send the 7 delegates to Geneva, Switzerland. A collection was taken up and \$580.75 was raised in cash and \$661.00 subscribed for.

REV. G. B. STEWART will make his report Friday morning and will then resign office as High Chancellor.

Garvey will lecture in Philadelphia Saturday night. The delegates are falling off every day.

REPORT MADE AT NEW YORK, N.Y.	DATE WHEN MADE: 8-23-22	PERIOD FOR WHICH MADE 8-15-22 to 8-22-22	REPORT MADE BY: JAMES E. AMOS
TITLE AND CHARACTER OF CASE RE: U. S. vs MARCUS GARVEY		Viol. Sec. 215 C.C. Using Mails in furtherance of & scheme to defraud.	

FACTS DEVELOPED:

NEW YORK, N.Y.

Agent's entire time was spent in keeping in touch with government witnesses. Agent was informed by WALTER WHITE of 70-5th Avenue, that J. W. H. EASON had told him he intended destroying the Garvey movement or that he would make Garvey resign. He stated that he and all the other directors were tired of Garvey's ways; that he had control of the negroes and could make them do just as he wanted them to do.

Agent also interviewed CAPT. COCKBURN 201 West 128th Street, who informed agent that several of the better class West Indian negroes had been to him with a letter that they had drawn up to send to the Attorney General, showing him the wrong that Garvey was doing to the negroes.

New York city

Aug. 26th 1922

Being an American citizen 110
per cent, I read with interest
in the N.Y. Sun your invitation
to fight the reds, Yes fight them
to the bitter end, and among
the worst enemies the Amer-
Gov. have are the filthy
black West Indian
Negro, he refuses to take
out citizen ship papers,
he raves about Great Britain
and their fine Gov. he

proudly admits he is a
British subject yet he
crowds our own loyal black
out of living space and
employment sends for his
hundreds of vicious kin
and banks his money
in Canada or ~~Kingston~~
Jamaica B.W.I. murders
our women is the most
daring thieves the lazier
ones live wholly upon
horse racing and

distilling³ whiskey,
Employ colored agents
to go and attend a
meeting at Marcus Garvey
Liberty Hall 110 W. 138
St. N.Y.C., and no red
out of Europe has or
ever will defame the
American flag as
he does. He sent \$50,000
out of this country recently
to a British Bank a

at Kingston Jamaica he
tells his subjects to spit
tobacco juice in every
white man's eye and if
they resent it, take a base
ball bat and beat him
to death and he will get
them out, he is an alien
think of it,

I can back up these
statements and hope to
see him along with the
rest in jail. Ethel J. Howe
131 W. 136 St.

OFFICE OF DIRECTOR
BUREAU OF INVESTIGATION



From Estelle J. Flores,
101 . 136th St., N.Y.C.

Being an American citizen 110, she has read in the N.Y. Sun our intention of fighting the Reds. Says the worst enemy the Amer. Gov. has is the filthy black West Indian Negro. He refuses to take out citizenship papers and raves above the fine government of Great Britain. Proudly admits he is a British subject, crowds out our loyal blacks from living space and employment, sends for his vicious black kin, etc, etc. and banks his money in Canada or Kingston, Jamaica, B. I. and makes money wholly on horse racing and whiskey.

She suggests our colored agents go to a meeting at Marcus Garveys Liberty Hall 110 N. 138th St. and no red out of Europe has or ever will defend the American flag as he does. He sent 50,000 out of this country to a British bank at Kingston, Jamaica. He tells his subjects to spit tobacco juice in every white man's eye and if he resents it, to beat him to death, etc.

She can back up these statements and hopes to see Garvey and the rest in jail.

W. H. C.

September 14, 1922

Miss Isabel J. Flores,

101 West 107th St.,

New York City.

Dear Madam --

I desire to thank you for the information
contained in your letter of August 28th, which I shall
forward to the New York office for their attention.

Yours very truly,

Director.

190-1781-6

Department of Justice,

Bureau of Investigation.

Pittsburgh, Pennsylvania.
P.O. Box 987.

August 29th, 1932.

Director, Wm. J. Burns,
Bureau of Investigation,
Department of Justice,
Washington D.C.

Refer to Mr. Hoover.

Dear Sir:-

Captain Mauk, Chief of Police of the Jones & Laughlin Steel Company at Woodlawn, Pa., has been in touch with this office from time to time with reference to the activities of MARCUS GARVEY among the negroes at Woodlawn. Captain Mauk is very anxious to see GARVEY tried and convicted in order that his influence among the negroes at the Jones & Laughlin Steel Plant will disappear.

About a week ago Reverend Johnson, a colored preacher of Woodlawn, who seems to be entirely in earnest, came to the office and made substantially the following statement:-

There are about fifteen hundred negroes at Woodlawn, most of whom work at the Jones & Laughlin Plant. Formerly most of these negroes belonged to the church, now, owing to the teachings of MARCUS GARVEY, only about one hundred of them attend.

Most of the negroes in Woodlawn, according to Reverend Johnson, came from the Turpentine Camps of the South and are ignorant and easily lead. GARVEY's representatives have taught and are still teaching them that the bible is simply a white man's bible and is not fit for the negro to read and the hand of the white man is against them.

Further that the negroes have become excited against the whites through GARVEY's teaching to such an extent that it would not surprise the Reverend Johnson at any time if a race riot broke out in Woodlawn. He expressed belief that a missionary would be of some use among these ignorant colored people and

Director, Wm. J. Burns,

Page #2.

without making any promises I told him I would speak to a man who was interested in church affairs for the purpose of ascertaining if some mission work could not be done among the negroes at Woodlawn.

I had also intended to have a confidential investigation made at Woodlawn by an informant who is thoroughly familiar with the GARVEY movement. However, on talking this matter over with the informant I find out that the informant is well known to a negro named Walter Graves, President of Garvey's movement at Woodlawn, and consequently I believed it unwise to run the risk of having a valuable informant turned up.

It may be added that it is the belief of the informant mentioned that the trial and conviction of GARVEY will be the most effective way of minimizing the influence among the negroes who have been lead astray by GARVEY's teaching.

Very truly yours,



R.B. SPENCER,
Special Agent in Charge.

RBS:O

REPORT MADE AT: New York City	DATE WHEN MADE: 8/30/22	PERIOD FOR WHICH MADE: 8/26-27-28, 1922	REPORT MADE BY: Gerrit W. ...	✓
TITLE AND CHARACTER OF CASE: In re: U. S. vs. MARCUS GARVEY - VIOLATION 540. 210, 231 - LAWS IN VIOLATION OF CONSTITUTION TO DEFEND.				

FACTS DEVELOPED: at New York:

August 26th: This morning attended convention. Practically the whole of it was taken up in electing delegates. There seems to be general dissatisfaction because of the method used by Garvey in controlling the convention and in personally appointing his various assistants.

During the day I also called at both white and colored business places in the negro section and learned that the general impression amongst a number of them seems to be that Garvey has made the next Indian negro think so well of himself that there is a great deal of feeling against them.

August 27th: This morning I had a talk with Rev. G. L. Stewart. He informed me that he knew a great deal against Garvey and that if he were called as a witness in Garvey's case he would have to tell the truth which would hurt the former. He informed me that the amendments to the constitution of the U. N. I. A. were made out by Leroy Bundy and sent to the office of the U. N. I. A. about a month ago and that Bundy and Garvey had been working together. At the afternoon session of the convention Leroy Bundy was one of the speakers and confined most of his remarks to telling those assembled what a great man Garvey is. Garvey also spoke and told the delegates that he planned to obtain a foothold in Africa just as he had beaten the enemies who tried to hinder his progress with the organization. A collection was then taken up which

did not amount to much as the attendance was not large. The object of the collection was to swell the fund to cover expenses of the delegates who are to attend the League of Nations. In the evening Leroy Bundy again spoke along the same lines as he had earlier in the day.

August 20th: This morning attended the convention and found Garvey absent, he being called to court in connection with a case in which he is interested. Certain committees were also appointed. The afternoon was taken up in receiving and debating on various reports. Garvey in the afternoon stated that all the delegates to the League of Nations had left and that they would make a canvass of France, Germany, Japan and Africa before they returned. Garvey read a letter from the King and Queen of Abyssinia amid great cheering.

Garvey read a message from Captain Gaines who has been in the field to collect money for the expenses of the delegates, and reported that the Detroit collection amounted to \$500, Cleveland \$40 and Philadelphia \$500.

The night session was taken up also with reports and routine business.

Instructions received from Special Agent in Charge, Edw. J. Brennan.

REPORT MADE AT New York, N.Y.	DATE WHEN MADE: Aug. 31, 1922.	PERIOD FOR WHICH MADE: Aug. 22 to 29th, 1922, incl.	REPORT MADE BY: James E. Amos.
TITLE AND CHARACTER OF CASE. RE: <u>U. S. vs. MARCUS GARVEY</u> :. Using mails in furtherance of a scheme to defraud.			

FACTS DEVELOPED:

At New York, N.Y.

Continuing on the above case, Agent interviewed ANTON GRONICH, attorney, whose office is at #309 Broadway. MR. GRONICH is one of the attorneys who had GARVEY in his office questioning him concerning the assets of the BLACK STAR LINE. MR. GRONICH is also one of the attorneys for the PAN UNION CO. and they have a judgment against GARVEY for \$6,000. They will have GARVEY in their office again on September 9th, and have promised to give Agent a copy of GARVEY'S examination after he has sworn to sell ASSEMBLYMAN GEO. HARRIS has been trying to get J. W. H. EASON to come to the Bureau office and give a statement, but so far EASON has been so very busy fighting GARVEY that he has been unable to come, however, HARRIS has promised to have him come later; also SIDNEY DE BERG who was one of GARVEY'S agents in Jamaica, and sold stock for the S. S. "PHILIS WHEATLY" has promised to come to the Bureau office and give Agent a statement. Agent is very anxious to get both EASON and DE BERG here, as he feels both could help the Government's case greatly. Agent will keep after both until they come to this office.

Agent got in touch with S. DE BERG, #103-5 West 143rd Street, Apartment 10, who informed Agent that he was the leader of the West Indies provinces and that he sold stock in Santa

RE: U. S. vs. J. ROUS GARVEY :

August 31st, 1922. James E. Amos.

Domingo, Louisiana and Trinidad for the myth ship "PHILIS WHEATLY" and he is willing and anxious to be a witness for the Government. He also stated that all the estates were closed in Santa Domingo so that the negroes would not have any money to buy stock with. GARVEY refused to pay DE BERG his salary because when DE BERG came to America to attend the convention, GARVEY told him he would not pay him as he had not brought in any money after he, GARVEY had been indicted.

Instructions received from Special Agent in Charge, E. J. Brennan.

REPORT MADE AT	DATE WHEN MADE	PERIOD FOR WHICH MADE	REPORT MADE BY:
New York, N.Y.	Sept. 6, 1922.	Aug. 30th to Sept. 6, 1922, incl.	James E. Amos.

TITLE AND CHARACTER OF CASE

RE: U. S. vs. MARCUS GARVEY : Using the mails in furtherance of a scheme to defraud.

FACTS DEVELOPED

At New York, N.Y.

Continuing on the above entitled matter, Agent interviewed the REV. GORDON, #385 Herkimer Street, Brooklyn, N.Y. GORDON has given to Agent all papers he had in connection with this matter, but did not want to appear on the stand as he is a minister, but after talking to Agent, he promised to testify at any time the Government wanted him to, as he now feels that GARVEY is a menace to the negro race.

Agent interviewed DR. J. D. GIBSON, #140 West 125th Street, N. Y. City, former Surgeon General of the U. N. I. A., and he has promised to come to the Bureau office with letters, papers and anything he has that he thinks will be of service to the Government when GARVEY is tried, and is also willing to go on the stand at any time.

Agent also interviewed J. D. BROOKS, #72 Wickliffe Avenue, Newark, N.J., whom GARVEY had arrested for stealing \$400.00. BROOKS was tried in Part 4, General Sessions, before Judge Knott, but was found not guilty. BROOKS told Agent he intended to sue GARVEY for \$100,000. for false arrest and defamation of character. BROOKS was general secretary of the U. N. I. A., and went through the country

RE: U. S. vs. MARCUS GARVEY:

September 6, 1922. James M. Amos.

selling stock for the myth ship "PHILIS WHEATLY." He testified on the stand before Judge Knott, that he sold \$2,000. worth of stock certificates for the "PHILIS WHEATLY." BROOKS is ready and willing to testify at any time for the Government.

Agent interviewed J. W. EASON, who was leader of American negroes in the U. N. I. A. He has promised to come to this office and give a statement concerning the U. N. I. A., also of moneys he sent by mail to GARVEY for his fraudulent stock sales. All of these men and hundreds of others are willing to testify for the Government any time they are called.

Agent will forward statements of these men as soon as same are obtained.

REPORT MADE AT: New York, N.Y.	DATE WHEN MADE: Sept. 7, 1922.	PERIOD FOR WHICH MADE: Sept. 1, 2 & 4 th , 1922.	REPORT MADE BY: Andrew M. Battle.
TITLE AND CHARACTER OF CASE: RE: <u>U. S. vs. MARCUS GARVEY:</u> Alleged Viol. Sec. #215 U.S.C.C. (Using the mails to defraud.)			

FACTS DEVELOPED

At New York, N.Y.

September 1:

This morning I attended the U. N. I. A. convention at LIBERTY HALL, and was there engaged until the afternoon, all the time being taken up by the delegates in making amendments to the constitution. I understand that most of the delegates have sold their stock in the BLACK STAR STEAMSHIP CO., and therefore have no claim against the BLACK STAR LINE. They have sold the stock to the U. N. I. A.

At the night opening, the installment of officers took place and a charge of 50¢ admission was made at the door, the attendance being about 1,000.

O. A. WILLIAMS of Okmulgee, Okla., said that it was his intention on his return home, to advise all members of the U.N.I.A. in his vicinity to get out of the organization, as they were merely wasting time.

September 2:

This morning SIDNEY deBOURG called to see me and said, among other things, that he was willing to go to the offices of the Department of Justice and tell everything he knew about MARCUS

RE: U. S. vs. MARCUS GARVEY :

September 7, 1922. Andrew W. Rattle.

GARVEY. Later I attended the convention at LIBERTY HALL, most of the day being spent by the delegates in amending the constitution, and receiving reports. In the report on the Liberian situation it was recommended that secret delegates be sent there for the purpose of going over everything and learning what could be done in that country. It was pointed out that this was the best way to go about the matter as, if business was transacted, the United States Government would not know what was going on.

The scheme of taking over the BLACK STAR LINE seems to be very much against the wishes of the stockholders, as they claim that the U. N. I. A. is not able to secure the BLACK STAR LINE, as the U. N. I. A. is in practically the same fix as the BLACK STAR LINE financially, and the notes given by the U. N. I. A. would be of practically no value.

Everybody about the convention seems to be very much dissatisfied with the management of GARVEY. At the conclusion about 5:00 P. M., GARVEY said he was going to leave New York on the following Sunday morning, and some members seemed to think that he was ready to leave the country because of his former wife's proposed visit to this country.

September 5, 1922:

This afternoon I attended a meeting of the FORUM at #131st Street near 7th Avenue, where CLARENCE CARPENTER was the principal speaker. CARPENTER claimed that the U. S. Government was against the working class because of the injunction which had been granted to the Railroads against the strikers. He said the only thing

RE: U. S. vs. MARCUS GARVEY :

September 7, 1922. Andrew M. Battle.

to do is to train the people up to the pitch where they would demand that a stop be put to this Government and if necessary, would use force.

D. E. TORIAS, another speaker said that in his opinion GARVEY was the only brave negro in this country; that he is the man of the hour and a much braver man than ROOSEVELT was.

Former High Chancellor G. E. STEWART called to see me again today, but I learned nothing of value from him.

September 4, 1922:

This morning JOHN SIDNEY deBOURG, West Indian leader of the U. N. I. A., who lives at #214 W. 40th Street, called to see me and told me about having been imprisoned in Santa Domingo and left with me a copy of a letter which he had written to the Secretary of State on July 17th, 1922. The letter stated that deBOURG felt that he was a "bron American negro" and after complaining of the treatment he had received at the hands of the American soldiers at Santa Domingo, stated that he thought he was entitled to money consideration for the sufferings he had endured. Copy of this letter is attached to the Washington copy of this report. DeBOURG again repeated what he had already told me about having sold stock of the BLACK STAR LINE in Santa Domingo. He also stated that the woman whom GARVEY recently married had practically forced him to do so, as she knew so much about him. He said also that that GARVEY'S present wife had bought several homes in Jamaica and that GARVEY had also bought a fine home there. When questioned by me as to whether he would testify against GARVEY, he said he would have to tell the truth. I advised him to do so and not to shield GARVEY.

No. 214 West 140th Street,
New York City, N. Y.,
July 17th, 1922.

Honorable Sir,

1. I have the honor to now acknowledge receipt of your favor of "my 5th, 1922" with reference to "No. 889.1121 - Re: Mr. John Andrew de" in connection with my illegal arrest and imprisonment by the authorities of the United States Military Government at San Pedro de Macoris in the Dominican Republic of Santo Domingo.
2. You will please perceive by the above address that I have returned to this Grand Republic, and it may be well to declare to stay for the rest of my life under the "Star Spangled Banner" the flag of liberty and opportunity. My family consisting of a wife and four children will soon join me and what with my nephews who have served your army in the recent world war.
3. I firstly arrived in this City in the month of March, 1920 as a British subject a name by which I conscientiously adhered to have for years past called myself. And early in 1921, as enclosed copy of document would show, I once again protested against being called anymore a British subject or renouncing all allegiance to George V, King of Great Britain and Ireland, feeling myself a born American Negro. The enclosed document marked "A" is a true copy of my renunciation paper - a renunciation made by me and of my own free will and accord, because of my honest conviction and with no speculative intention.
4. During the month of October last, I was detailed by the Universal Negro Improvement Association, Incorporated in this City to go there as its representative to straighten out certain matters in connection with an unannounced raid made by said United States Military authorities. In this raid the properties of the said Association were confiscated and about 17 persons - Negroes - members and friends of said Association were seized and imprisoned without any just cause by the said Military Authorities in San Pedro de Macoris.
5. By my illegal vindictive and malicious arrest and imprisonment I suffered the greatest indignities and mal-treatment by the Military Authorities for no offense whatever as if I were one of the greatest reputed felons of that district. I was refused by the Provost Marshal to be conveyed in a coach proffered by myself and my armed conductor. But I was crowded through the public streets to and from the jail by armed conductors as a common bandit beaten unmercifully by one as it has been proved by investigation by the said Military Authorities. And I was made to sleep in that jail without a bunk.
6. By referring to the documents which I have already forwarded to your department enclosed in my letter of 23rd April last which I am sure you have already perused. You will assuredly agree with me that this was an infringement of my liberty, honor and integrity. And that the indignities inflicted on me have been committed by purely wicked vindictive and malicious motives to injure me for being a Negro and my reputation in the eyes of our "Government" and my own flag I have a own allegiance and looked for my protection, particularly in that Republic.

7. I feel so injured over this ill-treatment that my mind is now seriously exercised over what amount of money compensation could repay the sufferings and indignities a man of my age, character and position have been subjected to at the hands of said Military Authorities in the said district.

8. There seems to be a very strong manifestation of Negrophobia against my race by our government of occupation of this Dominican Republic which is greatly assisting in the annihilating of the affection of my race for the Military Government there.

9. I have herein enclosed a true and correct copy marked "B" and in Spanish of a most iniquitous enactment now enforced there by our Government of occupation. In this enactment it is provided: THAT ANY PERSON OF THE WHITE RACE has not the necessity to procure or present any permit to enter in any part of the said Republic. Whereas NO NEGRO CAN ENTER IN ANY PART OF SAID REPUBLIC WITHOUT HAVING PREVIOUSLY APPLIED FOR SUCH WRITTEN PERMITS from the hands of the United States Military Secretary of Agriculture and Immigration in said Republic, who has the power to refuse it.

10. I beg now to most solemnly protest against the imposition of such an un-American travesty of justice on my race. I make this appeal to you with the full confidence that you would cause the necessary steps to be immediately taken to cause its cancellation, not only because of the very great stigma and hardship it is inflicting on my race, but because of its serious reflection on the magnanimity of the grandest of all constitutions of Liberty as that of the American Republic.

11. I now leave these important matters into your very valuable hands with the fullest confidence that you would with as little delay as possible bring them to a satisfactory issue with credit to our government and yourself.

I have the honor to be, Honorable Sir,

Very anxiously,

Your most humble and obedient servant

Amo: Rodney de Bowser

Accepted Representative.

The Honorable,
The Principal Secretary of State,
The White House,
Washington, D. C., New York.

REPORT MADE AT	DATE WHEN MADE	PERIOD FOR WHICH MADE	REPORT MADE BY.
New York, N.Y.	Sept. 7, 1922.	Aug. 31, 1922.	Andrew M. Battle.
TITLE AND CHARACTER OF CASE			
RE: <u>U. S. vs. MARCUS GARVEY</u> : Alleged Viol. Sec. #215 U.S.C.C. (Using the mails to defraud.)			

FACTS DEVELOPED

At New York, N.Y.

This morning the REV. G. E. STEWART, former High Chancellor of the U. N. I. A., called to see me, and among other things said that he had been requested by telephone to call at the office of the Department of Justice. He asked my opinion as to what he should do with regard to the call and I advised him to go to the office of the Department and to tell the full truth and shield nobody.

I later called at LIBERTY HALL and attended the morning session of the convention. LEROY BUNDY used up most of the morning explaining to the Delegates that he could not work for \$6,000. a year. Reports were then read, which occupied the time until the arrival of GARVEY, who seemed to be very much downcast over the loss of the case which he had against BROOKS, as he was quite sure he would be able to convict BROOKS of theft of the Organization's funds.

I understand that LEROY BUNDY is to receive a salary of \$7500. a year. The convention will hold an extra session for two days to wind up the unfinished business.

I also understand that the BLACK STAR LINE obligations are to be redeemed by the U. N. I. A., which proposes to pay 2 $\frac{1}{2}$ % on all paid-up

RE: U.S. vs. MARCU HARVEY:

September 7, 1922. Andrew H. Battle.

stock from the time it was taken out until the stock is redeemed.
This will be known as the BLACK STAR LINE REDEMPTION FUND and it is
proposed that each member of the U. N. I. A. will pay 25¢ per
month toward this fund.

REPORT MADE AT	DATE WHEN MADE	PERIOD FOR WHICH MADE	REPORT MADE BY:
New York, N.Y.	Sept. 11, 1922.	Sept. 11, 1922.	James E. Amos.
TITLE AND CHARACTER OF CASE:			
RE: <u>MARCUS GARVEY</u> : Negro Activities.			

FACTS DEVELOPED

At New York, N.Y.

Agent interviewed J. W. H. EASON, #245 West 136th Street. EASON was the leader of American negroes, connected with the U. N. I. A., but was recently barred by GARVEY for 99 years. EASON is starting a new organization, to be known as the UNIVERSAL NEGRO ALLIANCE, to fight GARVEY and his propaganda in the U.S.A. and all other countries.

Sunday, the new organization, with EASON acting as chairman held a meeting at the NATIONAL BAPTIST CHURCH, 125th Street and 5th Avenue. Agent has made an appointment to meet EASON Wednesday, September 13th, 1922, and then hopes to get an idea of this new organization, also names of officers. Attached to the Washington office copy of this report is a clipping taken from the N. Y. "WORLD", Sept. 11th, 1922, regarding the new organization.

Instructions received from Special Agent in Charge, Edw. J. Brennan.

REPORT MADE AT. New York, N.Y.	DATE WHEN MADE Sept. 13, 1922.	PERIOD FOR WHICH MADE Sept. 13, 1922, to 15, 1922, incl.	REPORT MADE BY. James E. Amos.
TITLE AND CHARACTER OF CASE			
RE: <u>U. S. vs. MARCUS GARVEY</u> :		.Viol. Sec. #215 U.S.C.C. Using the mails in furtherance of a scheme to defraud.	

FACTS DEVELOPED

At New York, N.Y.

Agent has kept in touch with Government witnesses this week, and was informed by GEORGE M. HARRIS, #135 West 135th Street, that ALI DUSE MA HAMED had left GARVEY'S organization. Efforts will be made to locate him.

Agent also interviewed CAPT. COCKBURN, #201 West 128th Street, who informed agent that he had just received a letter from the first MRS. GARVEY, stating that she was on her way from England to start proceedings against MARCUS GARVEY because she states, that in marrying ALY JACQUES, GARVEY had committed bigamy.

Agent also interviewed SYBIL M. BAZIL, #206 Union Hall Street, Jamaica. She claims that she was field secretary for the U. N. I. A., and that she had been employed by the organization for seven months; that she believed GARVEY was one of the worst crooks she had ever worked for and she found that she could no longer be connected with the organization, when she discovered what kind of a man he is.

CFR. JR.

September 14, 1932.

Mr. H. J. Brennan,
Box 241, City Hall Station,
New York City.

Dear Sir --

For your information and such attention as you may deem advisable, I am enclosing herewith a copy of a letter recently received from WILLIAM J. FLORES, 101 West 136th Street, your city, on the negro subject.

Yours very truly,

[Signature]
Director.

encl.

REPORT MADE AT: New York City	DATE WHEN MADE: 9/18/33	PERIOD FOR WHICH MADE: 9/11-16/33	REPORT MADE BY: Harold G. Smith
TITLE AND CHARACTER OF CASE: Trade: General News Printing			

FACTS DEVELOPED:

Sept. 11th: This morning I had a conversation with [redacted] at the [redacted] office. The paper which [redacted] gave, proceeds to [redacted] not as yet come into circulation.

I also had a talk with [redacted] but learned nothing of value. During the day I also had conversations with several colored people, but learned nothing that would be of interest to the Department at this time.

Sept. 12th: This morning I had a conversation with [redacted] at his tailor shop, 127 West 133rd Street. He was, as usual, very friendly in his talk, but furnished no information that would be of an interest to the Department.

A. H. Mackey was also interviewed. Nothing of interest was learned from him. William Ferris called to see me during the evening and admitted in the course of the conversation I had with him that a mistake had been made in advertising the sailing of the S. S. Thelma Wheatley and that he had no personal knowledge of the business of the Black Star Line. He also informed me that while he is [redacted] the "Black Star" he is not acquainted with the doings of the Black Star Line.

Instructions received from Special Agent in Charge, Edward J. Brennan.

REPORT MADE AT	DATE WHEN MADE	PERIOD FOR WHICH MADE	REPORT MADE BY
New York, N.Y.	Sept. 16, 1922.	Sept. 16, 1922.	James E. Amos.
TITLE AND CHARACTER OF CASE			
RE: <u>MARCUS GARVEY</u> : Alleged Viol. Sec. #215 U.S.C.C. Using the mails in furtherance of a scheme to defraud.			

FACTS DEVELOPED

At New York, N.Y.

Reference is made to Director's letter, dated and initialed as below.

Agent interviewed ESTELLE J. FLORES, #101 West 136th Street, N.Y. City, and all that MRS. FLORES says is true, but she is unable to prove what she says. MRS. FLORES claims Virginia as her home. She has promised to make an appointment for Agent with BLANCH THORNTON, #2308 - 7th Avenue, who was one of MARCUS GARVEY'S secretaries, and has just left his organization because her father refused to allow her to work for GARVEY any longer, after the things MISS THORNTON told him about GARVEY. MRS. FLORES will also make an appointment with MRS. IOLANTRA SIDNEY who had loaned GARVEY \$1,000. to buy the "PHILIP WHEATLEY" as hundreds of others have done, and who, up to the present time, has been unable to collect.

One of the things MRS. FLORES contends is that GARVEY allowed her and several others to take up a collection in Liberty Hall in August, 1920, for the defense of one HATTIE DIXON who had been convicted of murder and sentenced to die in the chair. After the collection, over \$150. having been collected, GARVEY refused to give her more than \$75. for the DIXON defense.

Instructions received from Special Agent in Charge, Ldw. J. Brennan.

REPORT MADE AT	DATE WHEN MADE	PERIOD FOR WHICH MADE	REPORT MADE BY
New York, N.Y.	Sept. 20, 1922.	Sept. 13 to 20, 1922, incl.	James E. Amos.
TITLE AND CHARACTER OF CASE			
RE: <u>U. S. vs. MARCUS GARVEY</u> : Using the mails in furtherance of a scheme to defraud.			

FACTS DEVELOPED

At New York, N.Y.

Continuing on the above entitled matter, agent interviewed WM. PICKENS, #70 - 5th Avenue. PICKENS is one of the speakers for the National Association for Advancement of Colored People and he has just returned from Canada. He has given agent the names of two people in Canada who loaned \$1500. to the BLACK STAR LINE for the purpose of buying the S. S. "PHILIS WHEATLEY" which the line never bought. They have tried on several occasions to have their money refunded, but so far have been unable to get same. Agent is writing to both of these parties and will report at a later date.

Agent interviewed SYBIL M. BAZIL, #206 Union Hall Street, Jamaica, L.I., who was employed as Field Secretary to CLIFT. GAINS, Minister of Legion, and has been unable to collect her salary. She went to work for GARVEY in November, 1921 and was with them until September 6, 1922. Her reason for leaving was because she found the whole organization was using money for corrupt and immoral purposes; that a decent girl could not work there unless she became friendly with one of the members of the Council including GARVEY; that on the trip she went on, several hundreds of dollars were collected throughout Virginia and the south and not

RE: U. S. vs. MARCUS GARVEY:

September 20, 1922. James E. Amos.

one third was turned over to the Organization and that these practices were known to GARVEY. She further stated that GARVEY made no report of money he collected while on a trip; that it was common talk that GARVEY had money on deposit in London and Kingston, Jamaica, and that so far as she was able to learn, GARVEY'S sister was banking the money belonging to the people for GARVEY, in her name. She also said that GAINS went around the country boasting that the Department of Justice was not strong enough to harm GARVEY and also that other men employed as speakers were saying the same thing.

Agent also interviewed J. W. EASON, #245 West 136th Street, who has promised to give Agent a sworn statement of his actions while with GARVEY, also a statement of GARVEY'S methods of beating the negroes out of money.

Agent interviewed DR. J. D. GIBSON, #140 West 128th Street, who has promised to give Agent the names of people from whom he has collected money to buy the myth ship "PHILIS WHEATLEY", as soon as he can get the list together.

REPORT MADE AT New York City	DATE WHEN MADE 9/28/22	PERIOD FOR WHICH MADE 9/20 to 27/22	REPORT MADE BY: James E. Amos.
TITLE AND CHARACTER OF CASE IN RE: U. S. vs ⁶ MARCUS GARVEY:			Using mails in further- ance of a scheme to defraud.

FACTS DEVELOPED

AT NEW YORK, N. Y.

Continuing on above matter - Agent interviewed PHILIP RANDOLPH and OWEN CHANDLER #2305 Seventh Avenue. These men have been fighting GARVEY and his propoganda. RANDOLPH is the man who received the human hand, supposedly from the K.K.K. RANDOLPH and OWEN have promised to aid the Government in any way they can and also to give Agent some material that will help us. Agent will keep in touch with them.

Agent interviewed DR. J.D.GIBSON #140 W. 128th Street, who has written to the people in Detroit who loaned him money for the "S. S. PHILIS.WHEATLEY" as he promised to before and as soon as he receives an answer will communicate with me.

Agent also received from ROBERT LEWIS WARING a circular letter which was sent out by the Law Office of SILAS B. AXTELL. Copy of same is attached hereto.

Howling Room 6206-7

LEGAL OFFICE OF ALIAS B. ATTELL
11 West Street

September 6, 1942

Dear Sirs:

The judgment of all the people of the crew of the Ramona amounts, to about 12,000. including costs. It has been recently suggested to me that the sum of 25,000. might be raised if the judgment creditors will consent to accept that sum in full of their claims. I am therefore writing you as one to find out if you will consent.

Please give the matter consideration and mail your reply on the enclosed slip. If I receive consent from the majority I will endeavor to close the matter on the basis of 25,000. My fees will be fixed by the retainer, reasonable portion of the amount recovered. In view of the amount of work in the disbursement, I will say that the charge will be about 21,000. Do not bother me by talking on the phone or calling on the office. It is unnecessary, just sign this slip.

Very truly yours,

Alias B. Attell

WAA/CH

W A I V T H:

I consent and authorize my attorney Alias B. Attell to sell my interest in the judgment of Albert H. King et al vs Black Star Line, Inc., with the understanding that 25,000. is to be received and to be divided pro rata amongst the judgment creditors of whom I am one.

Dated, New York, September

1942.

Witness

REPORT MADE AT New York City	DATE WHEN MADE Oct. 2, 1922	PERIOD FOR WHICH MADE Sept. 21 to 24 incl. 1922	REPORT MADE BY Andrew Battle
TITLE AND CHARACTER OF CASE			
IN RE: <u>U.S. vs MRCUS GARVEY et al</u>		Negro Radical Activities	

FACTS DEVELOPED

AT NEW YORK, N.Y.

On September 21st, 1922. This morning I interviewed CAPTAIN GAINES of the UNITED NEGRO IMPROVEMENT ASSOCIATION and along other things he stated that he had had a personal talk with J. W. H. EASON, former American Leader of the U.N.I.A. and that EASON had informed him that he was going to "wrench" the U.N.I.A. out of GARVEY'S hands and see that the organization carried out the aims and objects for which it was first formed. He added that as soon as he could get GARVEY out of the way he would rejoin the U.N.I.A. and bring with him the UNITED NEGRO ALLIANCE, the recently formed organization of which he is at present the head. GAINES further informed me that he and WILLIAM FERRIS of the "Negro World" were also siding with EASON.

FRED A. TOOT the Asst. Secretary General and now Field Organizer of the U.N.I.A. stated that as soon as the members could get GARVEY out of the way they hoped to elect G. E. STEWART as President General.

SYDNEY DE BOURG, a West Indian, in the course of a conversation I had with him informed me that he had had a talk with MRS. HARRIET VINTON DAVIS, the Third Asst. V.P. of the

October 2, 1922

Andrew Battle

U.N.I.A. and that she had said that she and RODOLPH SMITH, the Second Asst. V.P. of the U.N.I.A. were going to do all they could to displace GARVEY and in his stead elect LEROY BUNDY.

ON September 22nd, 1922. This morning I had an interview with ULYSSES SI POSTON, the Minister of Labor and Industries of the U.N.I.A. In the course of the conversation he informed me that the reason DUSE LOCHAILED ALLI left the Negro World was because GARVEY had asked ALLI to let him see all of the matter that was to be printed in the NEGRO TIMES, the new daily paper which is soon to be printed. This ALLI refused to do and he told GARVEY that before he would do so he would quit the job, which he did. It seems that GARVEY had been informed that ALLI intended to use the columns of the Daily Times for the purpose of spreading Egyptian propaganda and this GARVEY objected to. POSTON stated that ALLI went immediately to the office of the persons who are spreading the Egyptian propaganda and is now employed there.

On September 25rd, 1922. This morning I interviewed JOHN T. MORRIS, of 210 West 135rd Street. He told me that he had come from Bridgeport, Conn. to help the SOCIALIST movement and in discussing the injunction recently issued by Attorney General Daugherty against the striking Railroad shopmen, stated that no working man in this country is safe with the present

October 2, 1922

Andrew Battle

Government and that it should be overthrown at any cost. He stated that the Socialists had a meeting place at 149 W. 136th Street, one flight up, and would use this room for their office and other work.

I later interviewed WILLIAM BUTLER, #154 W. 133rd Street, who informed me that he had been to the Rand School, at #7 East 15th Street, and had "had his eyes opened" and had become convinced that this Government should be overthrown and in the future he would do everything in his power to help overthrow it. At #127 W. 135th Street I found M. L. CAMPBELL, W. A. DOMINGO, G. WIZZARD, and B. MOORE and they all agreed with what BUTLER had told me about overthrowing the Government. These men are all West Indians and are members of the right wing of the Socialist Party.

I talked with MRS. CYRIL BRIGGS, at #2299 Second Avenue, and she informed me that her husband had had to stop printing the "Crusader" because the Government objected to it. She further informed me that MR. BRIGGS is with the Friends of Soviet Russia who are organizing units everywhere throughout the country.

On September 24th, 1922. This morning I interviewed J.W.H. EASON, Former American Leader of the U.N.I.A. EASON informed me that he had started a new organization which is called the UNIVERSAL NEGRO ALLIANCE, with office at #2294 Seventh Avenue. He said the initiation fee is \$1.00 with monthly dues of 40 cents. He stated that they would have branches in every county and offices in every State and later would have County and

U. S. vs MARCUS GARVEY

October 2, 1922

Andrew Battle

State meetings and eventually an International meeting once every two years. He added that they would have what he called a "Secret Department" the members of which would only be admitted after having taken a certain oath. EASON informed me that he would like to have me the head of the Commerce Department. I told him that I would think the matter over and let him know later. EASON said that J. AUSTIN MORRIS would be here later in the day and would bring with him a copy of the by-laws which he (Eason) would give me later. MORRIS, Eason said, is a Philadelphian and will handle the affairs of the organization in that City.

I later met WILLIAM FERRIS, Editor of the "Negro World" who informed me that he had known for some time that DUSE MOHAMMED ALLI had been connecting the Egyptians in Wall Street whose propaganda he was being paid to spread. FERRIS also said that he would make an engagement with me to meet GARVEY as he thought I could advise him along many lines. He also informed me that the "Daily Times" would come out on Monday next.

Information received from R. P. Spencer, Special Agent in Charge.

REPORT MADE AT Pittsburgh, Pa.	DATE WHEN MADE Oct. 5, 1922	PERIOD FOR WHICH MADE Oct. 1, 1922	REPORT MADE BY H. L. MORGAN.
TITLE AND CHARACTER OF CASE MARCUS GARVEY,			President General of Universal Negro Improve- ment Association.

FACTS DEVELOPED.

AT WOODLAWN, PA.

This office was advised by CAPTAIN MAUK, of the Jones & Laughlin Steel Company Police Force, Woodlawn, Pa., that a meeting was to be held by the UNIVERSAL NEGRO IMPROVEMENT ASSOCIATION, on Sunday, October 1st, 1922, and that it had been advertised that subject would speak.

Agent proceeded to Woodlawn, Pa., accompanied by CAPTAIN MAUK and Chief of Police Kane, at Woodlawn, Pa., and went to the meeting which was held in the Polish Hall at 120 Third Avenue, Woodlawn, Pa.

Agent secured one of the leaflets put out by the Committee advertising the meeting, which reads as follows:-

L E C T U R E

by

RIGHT HONORABLE
MARCUS GARVEY

President General of
Universal Negro Improvement Asso-
ciation and Provisional President
of Africa.

SUNDAY, OCT. 1
at 3 o'clock P.M.

The public is cordially invited to
hear this lecture."

The meeting was opened by WALTER GREAVES, President of the Woodlawn Branch of the UNIVERSAL NEGRO IMPROVEMENT ASSOCIATION. MR.GREAVES introduced MERWIN OWENS, Secretary of the Woodlawn Branch, UNIVERSAL NEGRO IMPROVEMENT ASSOCIATION.

MR.OWENS made a short address; about the only thing he said was in criticism of the colored people of Woodlawn who did not belong to the UNIVERSAL NEGRO IMPROVEMENT ASSOCIATION.

MR.GREAVES then introduced GEORGE WESTON, stating that he was the Chief Arbitrator of the UNIVERSAL NEGRO IMPROVEMENT ASSOCIATION of Western Pennsylvania and that MR.WESTON had been sent as a substitute for MARCUS GARVEY.

MR.WESTON stated that he was very sorry to have to disappoint the crowd, but that MR.GARVEY was a very busy man, in fact, the most busy person in all the world; that he was even more busy than Lloyd George, the Welsh wizzard and chief tyrant of the negro race.

WESTON stated that GARVEY fully intended to address the meeting at Woodlawn, but that he had been unexpectedly called to New York City, where it was necessary for him to make an address that night.

MR.WESTON explained the object of the UNIVERSAL NEGRO IMPROVEMENT ASSOCIATION, criticized the colored preachers and other colored people who were opposed to this organization, and impressed this Agent as being a very intelligent colored man.

There was nothing in MR. WESTON'S address which was in any way offensive, as he lauded the United States and stated that the hopes of the UNIVERSAL NEGRO IMPROVEMENT ASSOCIATION were centered in the American flag.

MR. GREAVES then closed the meeting, after asking for a collection which was to be used in defense of GARVEY, who, GREAVES stated, through prejudice had to stand trial the coming week. Most all those present contributed to the collection, how generously could not be ascertained.

The meeting was attended by 56 women and 36 men.

It was the general impression of the people of Woodlawn that there was no intention of ever having GARVEY come there and that advertising him to be there was just done by the Committee in order to assure a crowd for GEORGE WESTON.

Instructions received from R. B. Spencer, Special Agent in Charge.

REPORT MADE AT Pittsburgh, Pa.	DATE WHEN MADE Oct. 9, 1932	PERIOD FOR WHICH MADE Oct. 7th, 1932	REPORT MADE BY H. J. LEWIS.
TITLE AND CHARACTER OF CASE AFRICAN BLOOD BROTHERHOOD, MARCUS GARVEY, CYRIL V. BRIGGS, CHANDLER OWEN, REV. JOHN H. HOLMES.			

FACTS DEVELOPED:

AT PITTSBURGH, PA.

Radical movements are not confined to only the white race. The colored race has its revolutionary spirits, as well. Besides MARCUS GARVEY, who has been a notable contender for honors in organizing the colored race, we now have CYRIL V. BRIGGS, who has welded many of his race into a compact body under the above title. It's motto is "One for all, All for One."

The aims and objects of the organization as announced by MR. BRIGGS are as follows:-

To cement into one great universal Brotherhood all persons possessing in any degree the glorious heritage of African Blood.

To work for a free Africa and the immediate protection and ultimate liberation of Negroes everywhere.

To secure absolute race equality-political, economic and social; and to see that there is an equal application of the laws wherever negroes have to live and work.

To seek to develop commercial enterprises among negroes in various

parts of the world.

To gain for Negro Labor the full reward of its toil, and to prevent Capitalist exploitation and oppression of the workers of the race.

To disseminate a knowledge of negro history in order to foster race pride and stimulate race effort.

To establish a true approachment and fellowship within the darker races.

To assist in a well-balanced racial development by encouraging those religious and educational institutions particularly adapted to our needs and headed by men and women of the race.

To strive for a federation of all negro organizations of whatever character in order to present a united front for self-defense, and to co-ordinate our efforts for liberation.

As the radicals of the white race in the labor movement have received support from liberal intellectuals, such as ministers, professors in about every college in the country, and members of the so-called "400" so have the radicals in the colored race been encouraged. Need we emphasize the old and well-understood psychological twist to the colored mind when its or their doings are given any recognition. Encouragement and support should be given to such efforts of the colored race to elevate their standards of education and standards of

living as, for instance, the Tuskegee Institute, those who because of their position in the educational and religious world give hearing and support to such movements as the African Blood Brotherhood are innocently, or otherwise encouraging forces that are subversive of all for which these United States stand, are at least subject to criticism.

CYRIL V. BRIGGS, like MARCUS GARVEY, has picked the leading position for himself, and is known as Paramount Chief. He is no stranger in the colored radical world having been a contributing editor to the Emancipator, a radical socialist weekly appealing to the negro. Associated with him among others, was CHANDLER OWEN, who is very prominent among and accepted by the white radicals in New York City as one of them. The circulation of the Emancipator has reached 10,000 weekly. REVEREND JOHN WAYNES HOLMES says, "it is dominated by that thorough going radical spirit which can alone accomplish for truth and righteousness in these chaotic days".

All persons of African descent from the age of five years and upward are eligible for membership in the African Blood Brotherhood which involves six degrees of secret work. Entrance fee is one dollar and dues are 25 cents monthly. Each degree is seventy-five cents.

The central government of the Brotherhood is vested in a Supreme Council consisting of BRIGGS and eight departmental chiefs. Local units are designated as posts. BRIGGS efforts to organize

negroes along radical and revolutionary lines are bound to reach a certain measure of success. Heretofore, MARCUS GARVEY has been the only real organizer in this particular field. As is to be expected BRIGGS will gain members whom GARVEY could not gain or cannot hold. Both GARVEY and BRIGGS have the power of speech and the magnetic personality to make negroes feel the need of radical organizations.

A colored informant has told this Agent that there is no other leader in the radical movement that understands mob psychology as well as MARCUS GARVEY, but that he is lacking in business sagacity. He also points out that CYRIL BRIGGS has many of the essentials of an aggressive leader that GARVEY lacks and that CHANDLER OWEN has qualifications that are lacking in both GARVEY and BRIGGS, and points out the danger of this trio getting together on some common ground for evil, and shows how powerful they could be for good if their genius and experience could be directed in the right channels.

Instructions received from Special Agent in Charge Edw. J. Brennan.

REPORT MADE AT	DATE WHEN MADE	PERIOD FOR WHICH MADE	REPORT MADE
New York, N.Y.	Oct. 19, 1922.	Oct. 3 to 10, 1922, incl.	James E. Amos.
TITLE AND CHARACTER OF CASE			
U. S. vs. BARBUS GARVEY : Alleged Viol. Sec. #215 U.S.C.C. (Using mails in furtherance of a scheme to defraud.)			

FACTS DEVELOPED

At New York, N.Y.

Agent interviewed LOUIS LaMOTHE, #221 West 141st Street, who informed Agent that GARVEY expected to go to jail, but that he was preparing a home for himself when he got out; that he was building a house somewhere near Larchmont, N. Y., which was to cost \$45,000. Agent will investigate this matter.

Agent also went to the 7th District Court, where ADRIAN JOHNSON of #438 St. Nicholas Avenue had a suit against GARVEY for \$300.00, in part 3 before JUDGE Wm. YOUNG. GARVEY testified that the U. N. I. A. had a membership of 4,000,000 negroes. The jury was out fifteen minutes and brought in judgment for JOHNSON of \$300.00 and interest.

Agent received from a confidential source, information to the effect that GARVEY has offered to pay stockholders of the BLACK STAR LINE with the funds of the U.N.I.A., and for all stockholders to turn over their shares to him. Of course, the U.N.I.A. has only about \$3,000. to their credit, so Agent is of the opinion that this is a scheme to get the stock from the people.

190-1781-6
Agent also inter-

viewed WALTER WHITE, Asst. Secy. of
the NATIONAL ASSN. for the ADVANCE-

C: U. S. vs. MARCUS GARVEY :

October 19, 1922. James E. Amos.

MENT of COLORED PEOPLE, and he thinks that GARVEY has and is doing more to hurt the negro than anyone has ever done, also if GARVEY doesn't go to jail it will be the worst calamity the negroes have ever experienced.

TITLE OF
SPECIAL AGENT IN CHARGE

FILED IN BARCLAY 6100
POST OFFICE BOX 231
CITY HALL STATION

Department of Justice

Bureau of Investigation

15 BRICK ROW, 14TH FLOOR

NEW YORK, N. Y.

October 26th, 1932.

Mr. William J. Burns,
Director,
Bureau of Investigation,
Department of Justice,
Washington, D. C.

RE: U.S. vs. MARCUS GARVEY
MURKIN, Victim. ARIS U.S.J.C.

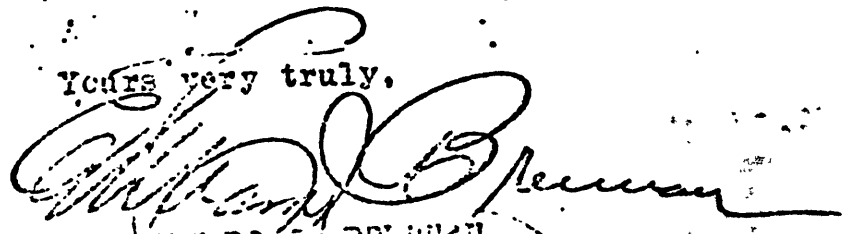
Dear Sir:

I am advised by Special Agent James E. Amos that in a recent conversation with Mr. W. E. Burghardt DuBoise, Editor in Chief of the "Crisis" of New York City, concerning the activities of Marcus Garvey, he mentioned Mr. Herbert Delisser, Editor, "Jamaica Observer," Kingston, Jamaica, B.W.I., as one being in possession of considerable information regarding Garvey.

We are anxious to ascertain details concerning the early life of Garvey, whether he has ever been convicted of a crime or implicated in any trouble, therefore it will be greatly appreciated if Delisser be interviewed or communicated with.

Thanking you in advance, I am

Yours very truly,


EDWARD J. BRENNAN
Special Agent In Charge

JEA:LVN.

Department of Justice

Bureau of Investigation

13 PARK ROW, 14TH FLOOR

NEW YORK, N. Y.

October 26, 1932.

Wm. J. Burns Esq., Director,
Bureau of Investigation,
Department of Justice,
Washington, D. C.

Sir:

Enclosed herewith I beg to transmit original and two copies of summary report of investigation of books and records of the BLACK STAR LINE Inc., and the UNIVERSAL NEGRO IMPROVEMENT ASSOCIATION involving MARCUS GARVEY, ELIE CARCIA, GEORGE TOBIAS and ORLANDO H. THOMPSON in violations of Sections 215 & 37 U.S.C.C. under the title United States v. Marcus Garvey et al.

Respectfully,

Thos. P. Merrill

Expert Bank Accountant.

Summary Report of Investigation of Books and Records

of

THE BLACK STAR LINE, INC., and

THE UNIVERSAL NEGRO IMPROVEMENT ASSOCIATION,

Involving

MARCUS GARVEY

ELIE GARICA

GEORGE TOBIAS

and ORLANDO W. THOMPSON

in Violations of Sections #215 and 37 U. S. C.,
under the title "U.S. vs MARCUS GARVEY, et al."

By

Thomas P. Merrilees
Expert Bank Accountant.

New York City, N. Y.,
October 26th, 1922.

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New York City, N. Y.,
October 27th, 1922.

Hon. The Attorney General,
Washington, D. C.

Sir:

In accordance with instructions received from the Director of the Bureau of Investigation on January 20th, I have made an examination of the books and records of the BLACK STAR LINE, INC. (Delaware) and the UNIVERSAL NEGRO IMPROVEMENT ASSOCIATION, both controlled by MARCUS GARVEY and his associates, and beg to report thereon, as follows:

INDICTMENT:

(a) On January 26th the Grand Jury for the Southern District of New York returned a true bill, alleging that the BLACK STAR LINE, INC., was a Delaware corporation, that at first its capital stock was \$500,000. divided into 100,000 shares at \$5. each and that on December 22, 1919, its capital stock was increased to \$10,000,000. divided into 2,000,000 shares at \$5. each, and charging

MARCUS GARVEY,
ELIE GARCIA,
GEORGE TOBIAS and
ORLANDO M. THOMPSON

with having devised a scheme and artifice to defraud various persons (victims) of their money and property in any by inducing by fraudulent representations, pretenses and promises and by deceptive artifices and devices to part with their money and property in the purchase of shares of the capital stock of the BLACK STAR LINE, INC.

(b) That as a part of said scheme one or more ships should be secured and an excursion boat purchased, that said ships and excursion boat should be operated and in substance it should be falsely and fraudulently represented, pretended and promised in literature circulated by mail and directly by representatives of the BLACK STAR LINE, INC., that the operations of said ships and excursion boat were the visible evidence of the property and success of the corporation when said ships, etc., as defendants knew, were and at all times would be operated at a loss, it being the intent and purpose of defendants in so representing, pretending and promising that said victims should be deceived into believing that the stock of the corporation was and would be worth the price at which it was being sold and offered for sale.

(c) That as a further part of said scheme and artifice it should be represented, pretended and promised that a steamship larger than any which defendants had theretofore intended to secure and to be known as the "PHYLIS WHEATLEY" should be taken over by

the corporation after inspection and that such steamship should sail for Africa with passengers and freight when in fact no such steamship existed, it being the intent and purpose of defendants in so representing, pretending and promising, to secure money and property from said victims for freight and passage to Africa and to deceive said victims into believing that the stock of the corporation was and would be worth the price at which it was being sold and offered for sale.

(d) That as a further part of said scheme and artifice it was intended that a financial statement be prepared and spread upon the minutes of the corporation that said financial statement should be false and fraudulent in that it should be made to appear that said corporation had an "Organization expense" of \$289,066.27 when in fact, as defendants well knew, no such sum had been so spent; and in order that such statement should create a belief that a great corporation had been built up and should be effective in stimulating stock sales and should deceive said victims and the public generally it was further intended by defendants that the said false and fraudulent financial statement, should be copied into and circulated by "The Negro World", a newspaper controlled by defendants.

(e) That as a further part of said scheme it was intended to sell, offer for sale and cause to be sold and offered for sale to said victims, shares of the capital stock of the BLACK STAR LINE, INC. and for the purpose of inducing the said victims to part with their money and property in the purchase of said stock, the defendants, in substance, intended falsely and fraudulently to represent, pretend and promise to said victims that the BLACK STAR LINE afforded a grand opportunity to every negro to insure himself against misfortune; that there would be a monster demonstration at Madison Square Garden, October 30, 1919, to celebrate the launching of the BLACK STAR LINE steamship "FREDERICK DOUGLASS"; that the S. S. "FREDERICK DOUGLASS", the first ship of the BLACK STAR LINE, had been launched on the 31st day of October, 1919, and made history for the negro; that three ships were afloat and that they (defendants) must float one every three months until they (defendants) built up a great merchant marine, second to none; that amidst great difficulties they (defendants) are able to bring into real existence a corporation that now holds a high place among the great business institutions of the day; that they (defendants) have placed the Race 100 per cent among the great commercial institutions of the world; that they (defendants) now have under their control three ships and they (defendants) are making a desperate effort to acquire the greatest ship of all and one that is to convey to Africa their workmen and materials for the building up of the great Republic of Liberia for the Race; that the BLACK STAR LINE S. S. Corporation has startled the world; that they (defendants) are making special efforts to add ships of large tonnage to the ships now under and controlled by this concern; that the proceeds of the dollar drive will be used to donate our mother ship all necessary equipment and make it specially and conveniently fitted for the African trade; that all their time, all their energy, all their ability will be centered in building up of Africa as the greatest nation in the world; that between these three agencies, The African Redemption Fund, the BLACK STAR LINE S. S. Corporation and the loaning to the Universal Negro Improvement Association's Construction Loan you, (the victims) will enable them (defendants) to cement the finances of their Race as to make it possible through this organization, not only to build a nation, but to bind ourselves (victims and defendants) as one industrial power among the other races and nations of the world and that whatever might have been the errors of the past, the present administration of the BLACK STAR LINE is composed of trained business men and specialty service help, unquestionably equal to their responsible tasks.

(f) That it was a further part of said scheme and artifice that the defendants should each appropriate and convert to his own use in the form or guise of salary, drawing account, expenses, commissions and profits, a part of the money and property which would be paid by said victims in the purchase of the stock of the BLACK STAR LINE, INC.

(g) (Hereafter follows seven specific counts charging misuse of the mails in violation of Section 215 U. S. C. C.)

(h) Eighth Count: Recalleges all the allegations of the first count and ~~hereafter~~ presents that defendants from June 27, 1919, to the date of the filing of this indictment did unlawfully, wilfully, knowingly and feloniously conspire, combine, confederate and agree together to commit the various offenses under Section 215 U.S. C.C. charged in the preceding count and that thereafter defendants did other numerous acts to effect the object of the said unlawful and wilfull conspiracy, viz; preparing letters, circular letters, advertisements and publications for mailing; of making the false and fraudulent representations, pretenses and promises described in the first count and obtaining by means thereof the money and property of various persons as charged and in furtherance of said conspiracy and to effect the object thereof

OVERT ACT 1.

The defendants did on the 11th day of September, 1919, hold a meeting of the Board of Directors of the BLACK STAR LINE, INC. at 120 West 138th Street, New York, N. Y.

OVERT ACT 2.

The defendants did on the 22nd day of December, 1919, hold a meeting of the stockholders of the BLACK STAR LINE, INC. at Liberty Hall, 120 West 138th Street, New York, N. Y.

OVERT ACT 3.

The defendants did on the 10th day of February, 1921, deposit in a Post Office of the United States, in the College Station of the City of New York, a certain letter addressed to:

MR. CHARLES CORNWALL,
Port Simon, P. O.,
Costa Rica, Panama.

OVERT ACT. 4.

The defendants did on the 2nd day of June, 1921, place in a Post Office of the United States, in the Grand Central Station of the City of New York, a certain letter addressed:

MR. DAVID FIPPS,
Port Simon,
Costa Rica, C. A.

all in violation of Section 215 U. S. C. C.

BLACK STAR LINE, INC.

Organization:

The "BLACK STAR LINE, INC." was incorporated under the laws of the State of Delaware on June 27, 1919, with an authorized capital of \$500,000.

Shares 100,000.
Par Value \$5.

The amount of capital declared to commence business \$1,000.
the subscribers being:

MARCUS GARVEY	40 shares
EDGAR V. GREY	40 "
RICHARD E. WARNER	40 "
GEORGE TOBIAS	40 "
JAMIE JENKINS	40 "

Transfer of Subscription:

At a meeting of the Board of Directors held June 27, 1919, the Secretary presented transfer of subscription by the above named subscribers to Universal Negro Improvement Association, Inc., for the total of 200 shares.

Control of Corporation:

At a meeting of the Board of Directors held September 11, 1919, it was stated by the President (MARCUS GARVEY) that it was the intention to have the BLACK STAR LINE controlled by the U. N. I. A., but having had no money the public had to be appealed to. He proposed to enlarge the directorate of the BLACK STAR LINE so as to have the Association protected by not allowing persons who were not members to be on the directorate to control the stock.

Increase of Capital Stock:

The increase of the capital stock and capitalization of the corporation from \$500,000. to \$10,000,000. was first raised at a meeting of the Board of Directors held November 14, 1919.

On December 22, 1919, the first stockholders meeting was held and the President (MARCUS GARVEY) reported purpose of meeting as being to increase capital from \$500,000. to \$10,000,000. and that according to the by-laws there should be an annual (stockholders) meeting, but finding it necessary and in the interest of the corporation he took the opportunity by the authority vested in him to call the meeting and as it was only by a majority vote that such action could be authorized, it was left with the stockholders assembled after considering the proposition to deal with same according to their conviction which will be manifested by the votes. A motion to increase capital stock from \$500,000. to \$10,000,000. was unanimously carried, the shares to be sold at \$5. each par.

Control of Corporation:

At the first annual meeting of stockholders held July 26, 1920, the President, (MARCUS GARVEY) stated we are here principally as members of the U. N. I. A. who incorporated the BLACK STAR LINE to achieve the objects it set itself out to do. We entered as a people of but little experience. The policy of the U. N. I. A. is to control this corporation to help the Parent Body in achieving its objects.

Directors:

At the first meeting of the incorporators on June 27, 1919, the following directors were elected:

Marcus Garvey,
Edgar M. Grey,
Richard E. Warner,
George Tobias,
Jeremiah Certain,
Henrietta Vinton Davis,
Janie Jenkins.

Officers:

At the first Directors meeting, held June 27, 1919, the following officers were elected:

	President	- Marcus Garvey,
First Vice	"	- Jeremiah Certain,
Second "	"	- Henrietta Vinton Davis,
	Treasurer	- George Tobias,
	Secretary	- Richard E. Warner,
Assistant	"	- Edgar M. Grey,
	" Treasurer	- Janie Jenkins.

Changes in Directors and Officers. 1919-1920.

On August 2, 1919, Richard E. Warner and Edgar M. Grey expelled as Directors and Officers.

Fred Powell and Edward Smith Green elected Directors.
Edward Smith Green elected Secretary.
Fred Powell elected Assistant Secretary.

On August 8, 1919, Fred D. Powell elected Assistant Treasurer in place of Miss Jenkins.

On September 20, 1919, four directors were added:

Miss Ashwood,
Cyril Henry,
J. C. Bayne,
D. D. Shirley, and
Fred D. Powell resigned as Assistant Treasurer
Cyril Henry elected as Assistant Treasurer.

On February 14, 1920, Fred D. Powell, Assistant Secretary, resigned.

June 3, 1920, J. G. Bayne (Director) protested his dismissal as unfair.

Directors: Second election:

At the first annual meeting of stockholders, July 27, 1920, the following Directors were elected:

Miss Henrietta Vinton Davis,
Miss Jennie Jenkins,
George Tobias,
C. Henry,
Professor Ferris,
Fred Toote,
Elie Garcia,
J. Certain,
Benj. C. Curley,

By acclamation the name of MARCUS GARVEY was added to the list.

Wilford H. Smith and William Matthews are listed as among the Directors present at a meeting of the Board of Directors on May 28, 1921, but there is no record of their election or appointment until October 26, 1921. Again Wilford H. Smith and J. D. Gordon are listed as among the Directors present at a meeting of the Board of Directors on July 2, 1921, and again there is no record of the election or appointment of Smith until October 26, 1921, and in the case of Gordon, ever.

Officers: Second election:

At a meeting of Directors held on August 7, 1920, the following officers were elected:

	President	- Marcus Garvey.
First Vice	"	- O. M. Thompson,
Second "	"	- Henrietta Vinton Davis,
	Treasurer	- George Tobias,
	Secretary	- C. B. Curley,
Assistant Treasurer	- C. Henry,	
	Secretary	- Elie Garcia.

Changes in Directors and Officers - 1920-1921:

On October 11, 1920, Benj. C. Curley, Secretary, having resigned, Elie Garcia, Assistant Secretary, was appointed Acting Secretary.

Second Annual meeting of stockholders:

Held July 26, 1921, and adjourned to October 26, 1921, apparently without action in regard to Board of Directors.

Directors: Third election:

At an adjourned meeting of stockholders held October 26, 1921, the following Directors were elected:

Marcus Garvey,
O. M. Thompson,
Elie Garcia,
George Tobias,
Henrietta Vinton Davis,
Wilford H. Smith,
William C. Matthews,
William H. Ferris,
Fred A. Toote,
Jennie Jenkins.

Officers:

The minute book does not record any election of officers at or about this date, (October 26, 1921.)

Stock selling plans (from Minute Book):

It has already been shown that MARCUS GARVEY and the other 4 incorporators assigned their subscription of 40 shares each-200 in all- to the Universal Negro Improvement Association on June 27, 1919, the date of incorporation. This stock never was issued or paid for, notwithstanding it was the declared capital with which they were to commence business.

At a second meeting of the Board of Directors held June 27, 1919, the President (MARCUS GARVEY) stated it was his intention to visit the State of Virginia and that during his stay there stocks should be sold starting on Sunday, June 29th, and further that stocks should be sold at the Palace Casino in New York at the same time. Edgar M. Grey (Director and Assistant Secretary) was empowered to do so.

At a meeting of the Board of Directors August 1, 1919, the President (MARCUS GARVEY) stated the time was at hand for a proper organized campaign for the selling of the stock of the corporation.

At a meeting of the Board of Directors August 8, 1919, it was resolved that a Rally be given by the BLACK STAR LINE for the swelling of its funds by the sales of stock.

At a meeting of the Board of Directors August 26, 1919, the results of the campaign waged during the past week for the BLACK STAR LINE, INC., were discussed. The Treasurer could not furnish a financial statement as all the applications for stock at Carnegie Hall had not been posted.

At a meeting of the Board of Directors August 30, 1919, it was resolved that meetings be held for the sale of BLACK STAR LINE stock, as follows:

Olympia Theatre, Philadelphia,	Sunday afternoon,	August 31st,	
Peoples Church,	"	Monday evening,	Sept. 1st,
Faneuil Hall, Boston,	Thursday "	Sept. 4th.	

It was also resolved that the President (MARCUS GARVEY) secure Madison Square Garden, New York City, for a meeting in the interest of the BLACK STAR LINE.

At a meeting of the Board of Directors September 11, 1919, Captain Cockburn reported on his negotiations relative to the purchase of the S. S. "YARMOUTH" and advised the Board to negotiate a charter for the ship on Saturday morning, September 13, at which time it is intended to make the first payment of \$16,500. The cost of the charter will be about \$2,000. per month and he explained even if the Corporation did not make money on her charter the physiological effect on the people would be so great that the chartering of the ship alone would boost the sales of stocks whereby the finances of the corporation would be augmented.

At a meeting of the Board of Directors September 19, 1919, the President (MARCUS GARVEY) reported that Mr. Lemam, counsellor-at-law, gave the opinion that the article in the Chicago Defender, postdated Saturday, 20th inst., was libellous, that it was apparently intended to influence the public mind against the purchase of the shares of the BLACK STAR LINE SHIPPING CORPORATION. He advised a suit for damages of \$20,000. It was approved that Mr. Lemam proceed with the action which was sworn to by the Secretary.

At a meeting of the Board of Directors, September 20, 1919, the contemplated trip of some of the Directors and Officers to the West in the interest of the U. N. I. A. and the BLACK STAR LINE was approved. The cities to be touched are Philadelphia, Chicago and Pittsburgh.

At a meeting of the Board of Directors, October 13, 1919, the President (MARCUS GARVEY) made report of his trip to the West and informed the Directors of his financial success in Philadelphia in the interest of the BLACK STAR LINE. But on account of the propaganda waged by the Chicago Defender in Chicago he was not as successful there. Before leaving New York the attorney for the corporation advised him that it was not necessary to obtain a license to do business in Chicago but after his arrival there he was arrested for violation of the "Blue Sky Law" which prevented him from doing business without the permission of the authorities; through this the financial - of the trip was damaged.

The President (MARCUS GARVEY) again explained that the Chicago Defender made a publication which counsel deemed libellous and was intended to work harm against the interests of the BLACK STAR LINE. A suit for damages, \$300,000. was brought against the Defender

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in Chicago. Action approved.

Application made through Mr. Lemam, counsel, for license in Maryland, Illinois and West Virginia to enable him (President) to do business in interest of BLACK STAR LINE, approved.

At a special meeting of the Board of Directors, November 20, 1919, Henrietta Vinton Davis and Cyril Henry were appointed agents of the BLACK STAR LINE, INC., in the Republic of Panama, Canal Zone, to sell the shares of stock and issue certificates of stock for shares so sold.

At a meeting of the Board of Directors November 21, 1919, the President (MARCUS GARVEY) reported that Miss Davis, 2nd Vice President, and Cyril Henry, Assistant Treasurer, were being sent to the West Indies, Central and South America.

At a special stockholders meeting, December 22, 1919, capital stock authorized increased from \$500,000. to \$10,000,000.

At a meeting of the Board of Directors January 30, 1920, President (MARCUS GARVEY) authorized to appoint agents and lawyers in the Republic of Panama and the Canal Zone to act for and on behalf of the corporation and that the authority given Henrietta Vinton Davis Cyril Henry remains unrevoked.

At a meeting of the Board of Directors February 14, 1920, the sending of Secretary E. D. Smith-Green to Havana, Cuba and Jamaica, B.W.I., to represent interest of corporation approved.

At a meeting of the Board of Directors March 22, 1920, the President (MARCUS GARVEY) stated he had received report from Mr. Smith-Green that he had done business to the extent of \$6,000; that he had remitted \$3,000. to New York having in hand \$2,000. which he had received when going to Cuba and \$3,000. balance out of the \$6,000. Owing to the strike in Cristobal he (GARVEY) had instructed Capt. Cockburn to coal the ship (S.S. "YARMOUTH") in Havana and had cabled Smith-Green \$3,000.

The President (MARCUS GARVEY) suggested that the S.S. Yarmouth should go to Philadelphia, Baltimore and Boston on her return so as to boom the stocks of the Corporation. Carried.

At a meeting of the Board of Directors May 17, 1920, the President (MARCUS GARVEY) stated that the Secretary (Smith-Green) had been sent to Cuba in February mainly to see to the unloading of the whisky cargo of the S. S. Yarmouth, that he had returned in April and that according to the Auditor, Mr. Thomson, the account presented by Mr. Smith-Green showed a shortage. The Secretary (Smith-Green) in reply stated he was always ready to make all explanations and had placed himself at the disposal of the accountant but that ever since his return from Cuba he was taken around the country touring with the President in the interests of the Corporation and has been given little or no chance to prepare his report. The President charged that large expenditures were shown without adequate vouchers and special mention

was made of 40 shares of stock being issued without the corresponding amount being produced. Mr. Smith-Green pointed out in the special instance of the stock sale that it was owing to lack of proper recording in the home office. (in that instance and others not brought to notice of Directors) as he had accepted receipts or other evidence of parties having paid on their subscriptions on shares and issued certificates to cover, consequently no amount would be presented for such stock. Due note of such transactions was made and could be shown.

At a meeting of the Board of Directors June 3, 1920, the President (MARCUS GARVEY) remarked that complaints had come from everywhere of reckless waste. In consequence support had fallen off considerably and he attributed it to the reckless handling of the ship (S.S. Yarmouth) by Capt. Cockburn. As a result he thought it best to remove Capt. Cockburn, which he had done by making a deal with him to remain ashore for a few months and help in another strenuous campaign.

At a meeting of the Board of Directors July 22, 1920, the President (MARCUS GARVEY) said that owing to the fact that we have never received any report from Mr. Wilson (Agent, Kingston, Jamaica) relative to the sales of stock and other business of the line we were not able to say just where we stood. We did not know whether the Kingston Agency owed us money or we them. Further that Mr. Smith-Green was sent to adjust the accounts of the Kingston Agency which was not done. However, with the coming of Mr. Evans the accounts will be gone into by the accountant and proper adjustments made.

At the first annual meeting of stockholders July 26, 1920, the President (MARCUS GARVEY) alluding to subscriptions to the BLACK STAR LINE said that \$500,000. as subscribed is but a drop in the bucket. But because we desire to show to the world that we can achieve, we are satisfied to purchase small boats so as to show that we can run them, etc. etc.

At a meeting of the Board of Directors October 20, 1920, the President (MARCUS GARVEY) informed the Board of the conduct of H. R. Watkis, salesman for the BLACK STAR LINE who in his report of receipts and disbursements had submitted an item of \$300. as "Paid to Court." The President denied knowledge of any case that required payment of such an amount or that he had authorized it. Mr. Watkis stated that he was arrested in Youngstown, Ohio, on suspicion together with Dr. J. D. Brooks and on the following morning paid \$300. to two men and were released. Ordered that Watkis give a note for \$300. to be paid in instalments of \$50. a week.

At a meeting of the Board of Directors May 28, 1921, Mr. Garcia (Secretary) requested the Board to outline the statement to be made to the public since the various announcements made (of the sailing of the S. S. Phyllis Wheatley) were not going to be kept. Mr. Garcia also stated that owing to the conditions created by the delay in having the boat and the failure of the company to produce said boat on the various dates given to the public, the returns from the field were decreasing rapidly with but very little hope of improvement unless a sound and reasonable explanation was given.

Matthews, Foote and Garcia appointed a committee to prepare such statement, Smith and Thompson added and to consult with Mr. Nolan about the whole matter.

At a meeting of the Board of Directors June 9, 1921, the Committee reported they had related the whole matter to Mr. Nolan and pointed out that owing to the fact that the N. Y. Shipping Exchange had defaulted their contract the company was considering to call off the negotiations for the purchase of the S. S. Phyllis Wheatley and withdraw its deposit in escrow. Mr. Nolan advised the company not to do so, etc.

Mr. C. W. Thompson informed the Board that a communication had reached him the night before from the N. Y. Shipping Exchange through Mr. Silverston that the papers were signed in Washington and the vessel secured. He made known that since the contract with the N. Y. Shipping Exchange calls for delivery in New York all expenses in connection with bringing the ship to New York were to be met by the N. Y. Shipping Exchange but that to help our propaganda he had obtained the authorization to place on the ship our own crew.

After weighing carefully the prospects of financial results in Philadelphia, the Board decided that the S. S. Phyllis Wheatley stop at Philadelphia, also that the boat stop at Norfolk half a day. Committees appointed to stage meetings at both places and take care of campaign to be waged in connection with the visit of the boat:

For Norfolk - Mr. Toote and Dr. Gordon.
Philadelphia- Dr. Eason, Captn. Gaines and Mr. Garcia.

Mr. Thompson suggested and the Board approved that invitations be sent to a number of prominent men of the Race to a luncheon on the S. S. Phyllis Wheatley on July 4th, pointing out that the high standard of the ship cannot fail to impress their minds to our benefit and therefore secure their future financial and moral support. Committee on invitations - Mr. Smith, Mathews, Dr. Ellegor and Thompson.

Understanding that the S. S. "Phyllis Wheatley" would reach New York about June 25th, it was decided that a campaign be launched in New York from June 26 to July 4th. During this period effort to be made for the sales of stock and the sale of 30,000 tickets of admission on the ship at the cost of one dollar. Campaign committee - Dr. Stewart, Mr. Yearwood, Dr. Brooks, Mr. Walters, Mr. H. V. Plummer, Dr. Ellegor, Mr. Tobias, Miss Jenkins and Mr. Garcia.

At the regular stockholders meeting held July 26, 1921, the President (MARCUS GARVEY) gave stockholders a lengthy report of his trip to the West Indies and Central America for the purpose of developing new business and bringing new investment and related some of his unfortunate experience on board the S. S. "Kanawha" due to the incompetency and disloyalty of the crew.

Stock Sales:

In the Daily Reports of Receipts and Disbursements made by the Treasurer to the President's office the receipts from the sale of stock were shown under the heads of:

Office
Hall
Mail

and in case of Special Drives or from Special Agents under those heads.

It seems to have been the custom to outfit their Agents on trips with stock certificate books all signed up and ready to be filled out and notwithstanding protest on the part of Secretary Curley at a meeting of the Board of Directors on August 23, 1920, the Board authorized the practice continued. This prevailed until February 28, 1922, when it is known Secretary Garcia ordered the sale of stock stopped.

Although subpoenaed on January 12, stock certificate books had to be called in from Agents on the road and the last of them were not received until March 10th. Even now there are still 41 missing, as follows:

LIST OF STOCK CERTIFICATE BOOKS MISSING.

<u>Serial Number.</u>	
1	to 50
5122	5150
10201	10300
10301	10400
10401	10500
15301	15400
25001	25119
23501	23600
25474	25500
28901	29999
29701	29800
30701	30900
31501	31600
34601	34700
37201	37300
37401	37500
38001	38100
39401	39500
39601	39700
Received - 39701	39800
39901	40000
40201	40300
40501	40600
40701	40800
40801	40900
41101	41200
41401	41500
41701	41800
41801	41900
42501	42600
42601	42700
43001	43100
43101	43200
43201	43300
43501	43600
43601	43700
43801	43900
44001	44100
44101	44200
44201	44300
44401	44500
44501	44600
44701	44800

In addition there are numerous certificates in lots of two to five missing from the books and stubs received.

Below is a summary of shares issued, cancelled, transferred and outstanding by months from July, 1919, to February, 1922, inclusive, compiled from the stock certificate stubs received under subpoena, but no estimate even can be made of the number issued through the 41 missing books.

BLACK STAR LINE, Inc.

Monthly Summary of Shares of Stock Issued, Cancelled, Transferred and Outstanding.

		Shares Issued	Shares Cancelled	Shares Transferred	Shares Outstanding.
<u>1919</u>	July	587	4		583
	August	1401	60		1341
	September	5530	147		5383
	October	11182	172		11010
	November	8090	77		8013
	December	10352	121		10231
		<u>37142</u>	<u>581</u>		<u>36561</u>
<u>1920</u>	January	9694	150	36	9508
	February	8192	127	115	7950
	March	10494	55	254	10185
	April	8357	18	36	8303
	May	6856	135	82	6639
	June	5146	58	6	5082
		<u>85831</u>	<u>1124</u>	<u>529</u>	<u>84228</u>
	July	5690	41	46	5603
	August	4714	35	14	4665
	September	5233	44	25	5164
	October	4303	86	37	4180
	November	2615	34	16	2565
	December	2971	13		2958
		<u>111407</u>	<u>1377</u>	<u>667</u>	<u>109363</u>
<u>1921</u>	January	3526	107	18	3401
	February	4369	52	51	4266
	March	5087	42	13	5032
	April	5188	65	9	5114
	May	2560	7	2	2551
	June	2830	16	1	2813
		<u>134957</u>	<u>1655</u>	<u>761</u>	<u>132540</u>
	July	15389	13	5	15371
	August	1074	11	1	1062
	September	1046	10	2	1034
	October	1146	7		1139
	November	645	1		644
	December	670			670
		<u>154937</u>	<u>1708</u>	<u>769</u>	<u>152460</u>
<u>1922</u>	January	323			323
	February	250	7		243
		<u>155510</u>	<u>1715</u>	<u>769</u>	<u>153026</u>

Herewith is a comparative statement of the amount of stock issued, in dollars, as shown by preceding statement, by Capital Stock issued and outstanding; account ledger page 220 and in balance sheets prepared by Accountants Simonoff, Foyser and Citrin for the BLACK STAR LINE, Inc., at different stated periods.

VALUE OF CAPITAL STOCK.

	<u>Our Analysis</u>	<u>Ledger A/C.</u>	<u>Simonoff, Foyser & Citrin.</u>
December 1919	\$182,805		
June 1920	421,140	442,625	442,625
December 1921	546,815	536,081	
June 1921	662,700	622,255	622,255
December 1922	762,300		
February 1922	765,150		

For a possible partial explanation of the differences in above see page 21 of this report.

Partial Payments:

On June 30, 1921, \$35,115.61 of partial payments on stock was credited to Profit and Loss account, ledger p. 395 and J p.40, under the title of "Premiums on stock forfeited." In no sense were the amounts premiums, they were partial payments.

At a meeting of the Executive Council of the U. N. I. A. and A. C. L., July 20, 1921, it was unanimously carried that all loans to the BLACK STAR LINE, INC., by the Parent Body be invested in B. S. L. stock held by the Parent Body, but there is no mention of this proposed transaction in the Minute Book of the Black Star Line, Inc.

As a result two checks were drawn by the BLACK STAR LINE, INC.:

- #4227 dated July 27, 1921, to Universal Negro Improvement Association for \$32,820. and
- #4233 dated July 29, 1921 to Parent Body U.N.I.A. for \$34,780.

which amounts represented practically the sums borrowed at different times from the concerns named. In turn these concerns issued their checks (missing) for like amounts which were deposited to the credit of the BLACK STAR LINE, INC. the first for 6564 shares of their Capital Stock certificate No. 36425, and the second for 6956 shares, certificate No. 36433.

At this time the BLACK STAR LINE, INC., was hopelessly bankrupt and everyone connected with it knew it.

Books of Account:

At the first meeting of the Board of Directors June 27, 1919, the Secretary was authorized and directed to procure the proper

corporate books.

At a meeting of the Board of Directors August 8, 1919, the President (MARCUS GARVEY) was authorized to engage a Certified Public Accountant to start a proper set of books for the BLACK STAR LINE, and to purchase all the necessary material for the clerical work in the office of the Corporation.

During the first year, July, 1919 to June, 1920 inclusive, a Cash Received and Disbursed Book was kept in a crude and haphazard manner and with no ledger being kept during this period no accounts were set up in detail. It does appear that the accounting firm of Simonoff, Poyser and Citrin (1 Madison Avenue) were called in early in 1920, probably in March, and one of their employees, H. S. Chirlan, spent some time at the office of the BLACK STAR LINE in an endeavor to install a proper method of bookkeeping and keeping of records, but in this he was not successful. Mr. Chirlan, however, did set up a Balance Sheet as of June 30, 1920, (Journal p. 26 and page 20 of this report) and opened a ledger as of July 1, 1920, the accounts in which are written up for the next fiscal year (to June 30, 1921,) but on which no postings have been made after September 30, 1921.

Financial reports to Stockholders:

FIRST:

The President (MARCUS GARVEY) had called (?) special meeting of stockholders on December 22, 1919, for the purpose of increasing the capital stock from \$500,000. to \$10,000,000., and at this meeting the Treasurer (George Tobias) was called upon for the financial report of the corporation and submitted the following which appears in the Minute Book:

BLACK STAR LINE, INC.
FINANCIAL REPORT,
June, 1919, to December 20, 1919.

Debit:

By Cash Sales of Stock - 28860 shares	\$144,300.00
Deposit on Stock 47586 "	46,222.64
Freight on Yarmouth to Cuba	5,700.00
Passenger Tickets	570.00
Sundry receipts	125.00
	<u>196,917.64</u>
To approximate Revenues (N.O.S.)	10,000.00
	<u>\$206,917.64</u>

Credit:

Working Capital	\$20,606.02
Rent & Sundry Liabilities	4,040.00
Legal Expenses	1,963.50
Real Estate Holdings	6,725.55
Purchase & Repairs of S.S. Yarmouth	132,734.28
Sundries supplied to ship	50,010.09
	<u>181,079.44 (A)</u>
To balance on hand	\$ 27,838.20 (B)

Note: (A) This total, \$181,079.44 should read \$216,079.44, or \$35,000. more.

Note: (B) This total, \$27,838.40, if total debit and credit figures are correct, should read only \$25,838.20, but if \$35,000. referred to in note (A) be granted then there would be an excess of disbursements over receipts of \$9,161.00.

Your accountant, with the aid of Accountant Kendenhall, analyzed the Cash Books of the BLACK STAR LINE, INC. from June, 1919, to and including January, 1922, and from that analysis built up monthly statements of Income and Expenses as well as assets and liabilities and as of December 20, 1919, this analysis shows as follows:

STATEMENT OF INCOME AND EXPENSE.

June, 1919, to December 20, 1919.

Income:

Freight S. S. Yarmouth	\$5,705.26
Passenger " "	<u>628.00</u>

\$ 6,333.26

Expense:

Stock Selling Expense.

Rent	\$5,407.25
Music	1,824.73
Travelling	4,757.12
Com. & Salaries	918.18
Stamp Tax	306.00
Advertising	8,595.90
Miscellaneous	<u>150.00</u>

21,959.18

Office Expense.

Rent	475.00
Salaries	7,339.52
Books, stationary, printing & postage	4,304.93
Light & Heat	64.12
Telephone & Telegraph	563.63
Legal	2,136.50
Interest & Discount	17.95
General	<u>4,179.69</u>

19,081.34

Operating Expense.

S. S. Yarmouth	30,589.42	<u>\$71,629.94</u>
----------------	-----------	--------------------

Debit \$65,296.68

STATEMENT OF ASSETS AND LIABILITIES

December 20, 1919.

Assets:

S. S. Yarmouth	\$108,201.95
Furniture & Fixtures	1,093.75
Real Estate	2,500.00
Motor Truck	1,262.81
Cash	8,213.04
Loans Receivable	<u>1,902.64</u>
	\$123,174.19

Liabilities:

Capital Stock (fully paid) and part payments thereon	\$188,470.87
Less deficit	<u>65,296.68</u>
Net Stock worth	\$123,174.19

A comparison of the two will show that the statement submitted to the stockholders was false in many important particulars, chief among them being

"Purchase & repairs of S. S. Yarmouth	\$132,734.28
Sundries supplied to ship	50,010.09
Balance on hand	27,838.20"

It is not believed that this false statement ever was published in the Negro World or sent through the mails to stockholders for the purpose of procuring new subscriptions.

Treasurer's Reports:

At a meeting of the Board of Directors February 14, 1920, the Treasurer's Financial Statement was read and accepted. The minute book does not reflect this statement.

At a meeting of the Board of Directors March 22, 1920, the Treasurer (George Tobias) said he would have financial statement ready for next meeting and that the Corporation was in a healthy financial state.

It was about this time that Mr. Chirlain of the accounting firm of Simonoff, Peysner and Citrin, was called in, it is believed through the efforts of O. M. Thompson, who was acting as a sort of an accountant at this time and who, on August 7, 1920, was elected first vice president, to install, it is said by Mr. Chirlain, proper methods of bookkeeping.

At a meeting of the Board of Directors April 6, 1920, the Treasurer, (George Tobias) read the financial report, but the minute book does not reflect it.

At a meeting of the Board of Directors June 3, 1920, the President (MARCUS GARVEY) reminded the Board that the financial year ended this month and as that entailed a stockholders meeting, it was necessary for the corporation to be very active in getting a balance. The President suggested that the Treasurer furnish a complete statement of the finances of the corporation at the next meeting.

Stockholders Meeting July 26, 1920:

Mr. Chirlan and O. M. Thompson together endeavored to build up a balance sheet as of June 30, 1920, for submission to stockholders at their first annual meeting held on July 26, 1920, when the President (MARCUS GARVEY) called upon the accountant (O. M. Thompson) to read the balance sheet, which was done. At this meeting it was decided to publish the report in the Negro World in which publication it appeared in the issue of Saturday, August 14, 1920.

Following appears the balance sheet in question compared with one set up in the Journal by Mr. Chirlan and also with one set up by your accountants from analysis of Cash Books, etc.

At this meeting the President (MARCUS GARVEY) among other things stated:

"Because of our determination, we have been able to bring it to this point as solvent and as intact as any corporation can be."

OF BLACK STAR BUREAU, INC.

1920, as set up
by

Balance Sheet June 30, 1920, as set up
by Your Accountants from Analysis of
CASH BOOKS, etc.

27,823.10

26,665.00

4,620.27
8,354.74
200,000.00
77,053.57
35,000.00

4,440.16
4,581.44
189,351.65
66,761.47
35,000.00

118,153.28

1,933.48
5,500.00

2,025.23

14,551.73

13,742.44

65,334.05

Loss on operations

102,890.07

04,759.92

Office & stock selling
expense

131,905.84

63,124.14

342,677.39

42,625.00

406,310.80

68,235.00

32,595.96

Deficit

433,235.13
354,795.91

Stock Worth

204,100.57

21,500.00

21,500.00

12,149.02
1,539.30

7,075.82

117,076.82

3,124.14

342,677.39

COMP. LIFE STATISTICAL OF THREE BALANCE SHEET

JUNE 30, 1920

Balance Sheet June 30, 1920, as set up
in HIKUNE BOOK and published in NEGRO
WORLD.

Balance Sheet June
in JOURNAL, page 24
MR. CHIRLIAN.

ASSETS

Invested Assets

Real Estate 54-56 W.135 St. 28,000.00

Schedule 11.

Delivery Equipment Sch.111 4,620.27
Furniture & Fixtures 8,354.74
(A) S.S. Yarmouth Schedule IV. 178,156.36
" Kanawah " 75,359.01
" ShadySide " 85,000.00

Total Invested Assets 328,190.58

(A) (Should be \$700. more)

Deferred Charges.

Prepaid insurance on
steamships, property, etc. 8,729.00

Due from Subscribers to
Capital Stock 118,155.28

Current Assets.

Cash in Bank 1,935.48
Deposit (security) 8,500.00
Loans Receivable
(Schedule L) 14,551.73 21,985.21

Organization expense 289,066.27

Deficit on
operations
Organization
& promotion

765,124.14

LIABILITIES.

Capital.

Capital Stock issued 442,625.00
Subscriptions to capital
stock 163,225.00

Total Capital 610,860.00

Mortgages payable
(Schedule VI) 21,500.00 ("itemized")

Current and other Liabilities.

Accounts payable
(Schedule V) 12,148.02
Accrued salaries & wages 1,639.30
Notes Payable, schedule
VII. 117,076.82

Total Current & other
Liabilities 150,764.14

765,124.14

INC.

fiscal Year ended JUNE 30th, 1921.

As set up by your Accountants
from Analysis of Cash Books, etc.

Income

Freight S. S. Yarmouth	8,644.11
Passenger " "	4,696.61
" " Shadyside	3,306.67
" " Kanawha	976.50
Freight " "	133.08
Miscellaneous	2,774.54
Payments on stock forfeited	35,115.61
Loss	209,456.34

Expense

Rent	100.00
Music	11,419.35
Travelling	8,177.97
Com. Salary	1,925.01
Stamp Tax	1,182.19
Advertising	3,855.45
Miscellaneous	1,308.50
<u>Total Stock Selling Expense</u>	<u>27,966.47</u>
Salaries	35,449.95
Books, Stationery, Printing, Postage	6,316.16
Light and Heat	70.80
Telephone & Telegraph	433.69
Legal & Prof.	6,636.00
Interest & Discount	1,423.53
Real Estate Expense	338.75
General	<u>5,196.96</u>
<u>Total Office Expense</u>	<u>55,865.89</u>
S. S. Yarmouth	54,644.12
" Kanawha	117,678.36
" Shadyside	<u>6,946.45</u>
<u>Total Operating Expense</u>	<u>181,268.93</u>

265,103.29

265,103.29

(1) Under "Liabilities" they show

Capital Stock issued	\$442,625.00
Subscriptions to Capital Stock.....	168,235.00
Less due from Subscribers.....	118,153.28
	<u>50,081.72</u>

Total capital & subscriptions paid \$492,606.72

while we show

Capital stock issued	406,310.50
Subscriptions to Capital stock (paid)	<u>52,585.98</u>

\$438,896.48

Difference.....\$ 53,710.24

Their figures in the case of Capital Stock issued Mr. Chirlian states were arrived at by the office force of the BLACK STAR LINE taking the stock certificate books and ascertaining the number of shares issued and multiplying that figure by 5, giving the amount in dollars and at the same time compiling the same information from the stock ledgers. Mr. Chirlian told me that because of many of the stock certificate books being out in the hands of Agents on the road, there was a large difference between the two sets of figures and to be on the safe side he took the largest. Our analysis of the stock certificate books (6 missing) showing shares issued to June 30, 1920, prepared by Accountant Jamison shows 84,228 shares, equal in amount to \$421,140.00

Our figures, however, are based on what actually appears in the Cash Book and Mr. Chirlian in explanation of the difference advances the theory that it is probably due to the method of Agents reporting stock sales and improper bookkeeping by the office force of the BLACK STAR LINE, INC. in not showing under Cash Received the full amount of the stock sales and contra under Cash Disbursed, Agents salary and commission, but instead posting only under Cash Received the net amount received from Agent. This theory is supported in a report by the Accountants dated October 4, 1920, in which they state:

"7. We again call your to your attention the fact that stock sales by Agents, salesmen, etc., are not being treated in accordance with our recommendation."

I hardly think we would be justified in charging wilful misrepresentation in this particular instance, although it does show utter incompetence.

(2) Under head of "Current Assets" they show

"Deposit Security \$ 5,500.00"

This item had actually been merged into the General Cash on June 18, 1920 (See Cash Receipts page 69) and had been taken into account in arriving at their "Cash in Bank, \$1933.48", in which it was included.

Again I do not believe this misrepresentation was wilful.

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(3) But in trying to balance the "Assets" with the "Liabilities" they show on Assets side:

"Organization Expense.....\$289,066.27"

and this Carvey, Tobias and Thompson knew to be false and a wilful misrepresentation. Garcia was elected a Director immediately following the reading of the report by Thompson and a resolution by the stockholders to have it published, so he seemingly escapes participation in it.

The item really represents their Deficit for the year, but according to our analysis of Cash Books this amounted to \$234,795.91 and is made up of

Operating Loss.....\$102,890.07
Stock selling & office expense..... 131,905.84

as appears by the following:

STATEMENT OF INCOME AND EXPENSE
Fiscal Year Ending June 30, 1920.

<u>INCOME.</u>		<u>Total.</u>
Freight S.S. Yarmouth	\$32,201.66	
Passenger " "	12,578.05	
Shadyside	2,882.63	
Kenawha	98.25	
Miscellaneous	<u>7,024.32</u>	\$ 54,784.91
 <u>EXPENSE.</u>		
Rent, halls, etc.	6,437.47	
Music	10,518.20	
Travelling	10,649.26	
Com. & Salaries	2,397.45	
Stamps, revenue	505.00	
Advertising	23,369.63	
Miscellaneous	16,724.13	
Stock selling expense total		70,601.14
Rent (office)	550.00	
Salaries	34,783.61	
Books, stationery, postage, printing	9,283.54	
Light & Heat	355.96	
Telephone & Telegraph	1,119.76	
Legal & Prof.	8,539.56	
Interest & Discount	288.17	
Real Estate Expense	3,764.71	
General	9,643.71	
Office expense total		<u>68,329.02</u>
S. S. Yarmouth	138,469.55	
Kenawha	4,060.63	
Shadyside	8,120.28	
Operating expense total		<u>150,650.66</u>
Deficit for Year		289,580.82 \$234,795.91

Organization expense, usually made up of incorporation fee, legal expenses in connection with the formation of the corporation, and the numerous other expenses incident to putting the corporation into operation and on a revenue producing basis is generally recognized as a legitimate Deferred Charge until such time as it can be charged off from Revenue, although some authorities maintain it should be charged off at once or divided over two years at most.

In this case, however, the corporation had purchased a boat in September, and was in receipt of income therefrom in November, so that at the utmost the maximum expense therefore properly chargeable to Account of Organization Expense would be that incurred to and including November, viz:

Stock selling expense.....	\$18,288.11
Office expense.....	14,358.52
Total	\$32,646.63

Financial distress:

The following instances tend to prove the knowledge of the Directors as to the financial distress of the corporation prior to the publication of the balance sheet.

At a meeting of the Board of Directors June 3, 1920, "the President, (MARCUS GARVEY) suggested that the Treasurer (GEORGE TOBIAS) furnish a complete statement of the finance of the corporation at the next meeting (Stockholders July 25th.) At this juncture he spoke with seriousness of the present situation which was saved by our not relaxing. Had we not been vigilant the BLACK STAR LINE would have collapsed."

At the same meeting: "Mr. Shirley was for bringing Capt. Cockburn to terms, but others present were against antagonizing Capt. Cockburn as they claimed he would be in a position to cause much harm and embarrassment in consequence of their present delicate situation.

Later, at the same meeting, he said:

"* * * * * was annoyed in that Mr. Bayne allowed the employees to contract debts without his (Mr. Garvey's) sanction. Said he--we have been embarrassed many times. He further said that at the present time many ugly rumors were going about, such as graft upon contracts, etc., and considering the seriousness of our present financial situation he had given word to contract no debt without his supervision."

while the following instance makes clear their knowledge that the Operating loss for the year had been included purposely in Organization Expense.

In Journal, page 34, under date of November 30, 1920, appears in the handwriting of Mr. Chirman:

"Ships Fixtures and Supplies	253	\$63,000.	
to Organization Expense	106		\$63,000.

To adjust Promotion and Organization Exp. account balance as at June 30, 1920, due to the impossibility of making a correct analysis of income and expenses, because of the urgent need of the balance sheet at the time, a statement of assets and liabilities was drawn up as of June 30, 1920.

The amount by which the Liabilities and Capital exceeded the Assets was called Organization Expense, which included the Operating Deficit for the fiscal year ended June 30, 1920. Later it was discovered that large expenditures for ships supplies had not been taken into consideration on the published balance sheet as of June 30, 1920. Such items as beds and bedding, chairs, tables, kitchen equipment, hardware, tools, railings, rope and sundry other supplies were not included among the assets on the above balance sheet. This entry is made to set up on the books the estimated cost of the above mentioned fixtures and supplies for all ships and to reduce the excess of Liabilities and Cap. over Assets on June 30, 1920.

(Signed) Authorized by O. H. Thompson, V. Prest & Manager."

Incidentally this transfer of \$63,000. to ships Fixtures and Supplies for the year ended June 30, 1920, is beyond all reason. Their figures in the published statement under Invested Assets are:

S. S. Yarmouth	\$178,156.36	- while our analysis shows -	\$189,361.65
" Kanawah	75,359.01	-	65,761.47
" Shadyside	<u>35,000.00</u>	-	<u>35,000.00</u>
	\$288,515.37		291,123.12

a difference of only \$2,607.75 to be so transferred.

Furthermore as of June 30, 1920, they set up in the journal and opened ledger accounts with the following set of figures:

S. S. Yarmouth	\$200,000.00
" Kanawah	77,053.57
" Shadyside	<u>35,000.00</u>
Total	\$312,053.57

an additional overcharge of \$20,930.45.

Subsequent to the first annual meeting of stockholders meeting on July 26, 1920, the following instances of financial distress are evidenced by the Minute Book: •

At a special meeting of the Board of Directors August 28, 1920, the President (MARCUS GIBNEY) laid before the Board the financial distress of the corporation due to previous bad management and to adverse activity of Capt. Cockburn, a former master. Present claims or libels against the ship (S. S. Yarmouth) amount to about \$60,000.

At this meeting it was carried that active operation of the Yarmouth and Shadyside be discontinued until further instructions of the Board except that the Shadyside be used on or about Labor Day in the discretion of the President and the Vice President.

The S. S. Yarmouth had ceased to earn after September 1, 1920, the S. S. Shadyside after September 15, 1920 and the S. S. Kanawah apparently some time in March, 1921.

At a meeting of the Board of Directors July 16, 1921, it was resolved to accept the offer of the U. M. I. A. to purchase the office furniture and paraphernalia for \$3500. in Cash as the company is pressed by numerous creditors for payments of claims which it is unable to pay on account of lack of funds. Contrast this with what took place at a meeting of the Board of Directors the next day, July 17, 1921, at which it was stated that funds were needed to purchase a steamer for the African trade and the U. M. I. A. has offered to lend \$10,000. if loan is secured by a mortgage on the properties of the company at 56 W. 135th to run for one year at 6%. This was carried and officers instructed and empowered to sign all proper instruments.

At a meeting of the Board of Directors October 11, 1921, O. M. Thompson, Vice President, stated he had been unable to get a surety (on a performance bond to guarantee that the Shipping Board would receive the \$10,000. monthly payments for the purchase price of the S. S. "Orion") because of the financial condition of the company and because of the inability of the company as operators.

At a meeting of the Board of Directors October 31, 1921, it is recorded that the corporation was being pressed by claims from numerous creditors threatening suits and attachments. That the corporation was without means to pay said claims or any part thereof without selling such of its personal property and effects not previously disposed of and the African Communities League has offered to purchase the Auto Truck for \$3,000. cash.

Stockholders meeting July 26, 1921:

A letter from Elie Garcia, Secretary and George Tobias, Treasurer, was read by the President (MARCUS GARVEY):

"Hon. Marcus Garvey,
President, B.S.L.,
New York City.

Honorable Sir:

Owing to the numerous transactions pending for settlement, it is almost impossible for me to furnish you with a balance sheet which will reflect the true conditions of the company, therefore I am asking that you use your influence to bring about an adjournment of the stockholders meeting.

Respectfully yours,

Elie Garcia, Secretary.

Same letter signed
by Tobias, Treasurer."

with the result that the meeting was adjourned until October 26, 1921.

This representation was utterly false, as a ledger started June 30, 1920, had been written up to and including June 30, 1921, further there is in our possession a full report of all operations for the year by Simonoff, Peyser & Citrin, accountants, including statement of Income, Profit and Loss, as well as a Balance Sheet

supported by various schedules together with an unsigned letter dated July 26, 1921, with comment on various accounts and the audit addressed to the BLACK STAR LINE, INC., Attention - Mr. Marcus Carvey, President General - stating that they had audited the books for the year ended June 30, 1921, and submitted report therewith.

Following appears the statements referred to compared with one set up by your accountants from their analysis of Cash book, etc.

BLACK STAR LINE

Statement of Income, Profit and Loss for

As set up by Accountants
SIMONOFF, PEYSER & CITRIN.

<u>Income</u>		
Freight S. S. Yarmouth	8,087.35	
" " Kanawah	133.03	8,220.43
Passengers Transportation		
" S. S. Yarmouth	3,521.39	
" " Kanawah	958.05	
" " Chesapeake	3,312.17	7,791.61
Gross Income, Operations		<u>16,012.04</u>
Deduct Steamship Operation Expenses Schedule I		<u>110,895.80</u>
Net loss on Steamship Operations		94,883.76
<u>Expenses</u>		
General & Administrative Expense Schedule 2.	39,623.77	
Maintenance of Real Estate Schedule 3.	2,882.48	
Officers Salaries, Schedule 4.	7,555.97	
Capital Stock Tax	252.19	50,294.41
Add. Profit & Loss charges		<u>11,931.36</u>
Deduct:		137,099.75
Premiums Stock Forfeitures	25,115.61	
Misc. Income Gate Receipts	6,779.43	41,895.04
		<u>115,231.24</u>

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E. INC.

UNE 30th, 1921.

As set up by your Accountants
from Analysis of Cash Books, etc.

ASSETS

S. S. Yarmouth	189,842.90
" Kenawha	75,339.45
" Shadyside	35,000.00
Real Estate	26,665.00
Furniture & Fixtures	6,120.23
Motor Truck	4,440.16
Cash	1,550.31
S.S. Phyllis Wheatley	25,000.00
Building Fund Notes	1,378.57
Loans Receivable	14,814.99

LIABILITIES

Capital Stock Issued	584,812.70
" " payments	14,611.15
" " Agents returns	38,782.43
Less Deficit	<u>638,206.28</u>
1919-1920	234,795.91
1920-1921	<u>209,456.34</u>
	<u>444,252.25</u>
	193,954.03
Mortgages Payable	19,400.00
Loans	84,078.11
Accounts	4,500.00
Notes	70,930.22
Unwarred Passage Liberia	7,289.25

Balance Sheet as at :

As set up by Accounts
SIMONOFF, PRYSE & CITRIN.ASSETSFixed Assets

S. S. Kanawah	127,473.03	
S. S. Shadyside	35,000.00	
Real Estate	27,823.10	
Furniture & Fixtures	8,676.01	
Delivery Equipment	4,620.27	203,592.41

Current Assets

Cash in Bank & on hand	1,690.38	
Deposit U.S. Shipping Board	25,000.00	26,690.38

Miscellaneous

U.N.I.A. Building Fund Notes	1,445.10	
Subscriptions to Capital Stock	55,626.69	35,073.79

Unadjusted Items

S. S. Yarmouth	200,000.00	
S.S. Fixtures, Schedule VI.	74,694.22	274,694.22

Deferred Charges

Organization Expense		<u>150,706.37</u>
		690,757.17

LIABILITIES

Capital Stock issued.	622,255.00	
Subscriptions to Capital Stock	67,050.00	
	<u>689,305.00</u>	
Less Deficit	208,953.58	480,366.62

Fixed Liabilities.

Mortgages Payable	19,400.00	
Notes Payable S.S. Shadyside Secured	15,000.00	
Loans U.N.I.A. etc.	60,124.39	94,524.39

Current Liabilities.

Accounts Payable	12,275.50	
Notes Payable	27,250.20	
S.S. Ticket Sales. Unearned	7,582.50	
Loans Payable	3,715.00	50,853.30

Unadjusted Credits.

Commissions. Stock Salesmen	36,185.93	
Salaries	676.35	
S.S. Yarmouth Mortgage	28,150.00	<u>65,012.28</u>

690,757.17

Purchase and Operation of Ships:

PURCHASE S. S. "YARMOUTH"

At a meeting of the Board of Directors August 26, 1919, the President (MARCUS GARVEY) stated that in consultation with Capt. Cockburn, Comman der elect of the BLACK STAR LINE, the latter informed him of a shipping firm in Philadelphia which had two ships, one steel and one wooden, for sale.

This firm had submitted tenders and asked \$30,000. for the wooden ship. The Captain had suggested that this be negotiated for provided the directorate assented. It was resolved that Capt. Cockburn be authorized to approach the said Shipping Company to negotiate the purchase of the wooden ship and if necessary to close the deal provided the seaworthiness of said ship be guaranteed by expert investigators.

At a meeting of the Board of Directors August 27, 1919, the President (MARCUS GARVEY) stated that he was informed by Capt. Cockburn the wooden ship at Philadelphia was not suitable and the Captain did not advise the purchase, it not being seaworthy. The Captain was then called upon for his advice and he stated the firm of Johnsons, Shipbrokers, were approached by him and they had given him the plans of a ship of 1,000 tons cargo capacity and accommodations for 120 passengers were in process or proposed by this firm. The cost of the vessel, or the sum asked, was \$85,000. as she now is, or when converted so as to have passenger accommodations, \$55,000. more, or a total of \$140,000.

The Directors then by motion authorized Capt. Cockburn to interview the firm of Johnsons and after necessary examination of the vessel had been completed, to make an offer of \$5,000. down and sign the contract to pay down another \$20,000. in 30 days and \$60,000. on the 20th of October and that the balance of \$55,000. be paid 90 days after the ship had been delivered. The Captain to make his report Friday evening.

At a meeting of the Board of Directors September 11, 1919, Capt. Cockburn reported the S. S. Yarmouth when examined by himself and the engineer was in seaworthy condition and advised the Board to negotiate a charter for the ship on Saturday morning, September 13th, at which time it is intended to make the first payment of \$16,500. The cost of the charter will be about \$2,000. per month. It was resolved that the Charter be negotiated on Saturday morning at 10:30 and for one month besides making the first payment of the ship.

At a meeting of the Board of Directors September 12, 1919, it was decided that the deal to purchase the S. S. Yarmouth be put through and contract signed and that the President, the Secretary and the Treasurer be the representatives of the Corporation to negotiate the terms of purchase, also that expert advisers be obtained to assist in the negotiation.

At a meeting of the Board of Directors September 15, 1919, the Corporation was authorized to contract with Harris, Maxwell & Co. for the purchase of the S. S. Yarmouth on the following terms and conditions:

\$16,500. on signing of contract.
83,500. on date of delivery of ship between
October 31, 1919, and November 10, 1919
and the execution of a chattel mortgage for
65,000. to be paid on equal monthly instalments of
\$6,500. until the purchase price of \$165,000.
is fully paid.

Board of Directors through the duly authorized officers of
the Corporation authorized and empowered to sign a contract of pur-
chase with the North American Steamship Co. (represented in New York
by Harriss, Magill & Co.) a Canadian corporation.

At a meeting of the Board of Directors September 20, 1919,
the Secretary read the contract in re Harriss, Magill & Co., Inc.,
and the Black Star Line, Inc. Approved by Directors.

At a meeting of the Board of Directors, October 20, 1919,
it was resolved as certain circumstances had arisen which might delay
the payment of the purchase price of the S. S. Yarmouth and negotia-
tions have been had with the owners for a modification of the agreement
for its purchase made on September 17, 1919, and the owners have agreed
to modify the said agreement provided the additional sum of \$3,500.
be paid, that the officers of the Corporation be and are authorized
to enter into a new agreement with the North American Steamship Cor-
poration, Ltd., modifying the agreement of September 17, 1919, by
making the purchase price \$168,500. instead of \$165,000. and extend-
ing the time of payment of the sum of \$98,500. in monthly payments of
\$9,850., the balance of the purchase price to be paid after the delivery
of the steamship.

The following payments had so far been made:

\$16,500. on September 19, 1919, by certified check
#127, dated September 15, 1919, to Harriss,
Magill & Co., Inc.
3,500. on October 23, 1919, by certified check #287,
dated October 20, 1919, to Harriss, Magill
& Co., Inc.

At a meeting of the Board of Directors October 31, 1919,
it was resolved, as the S. S. Yarmouth had arrived at New York and
the time to complete its purchase has arrived, but it will take about
one month to change the registry to United States Registration and
the Company (corporation) desires to operate the steamer, that the
President be and is authorized to pay to the North American Steamship
Corporation the sum of \$50,000. on account of the purchase price and
to enter into an agreement chartering the vessel for a round trip from
New York to West Indies and Central America and return to a monthly
hiring of \$700. and to adjourn a final closing of the purchase of said
steamship to a time 15 days after the return of the steamer to New
York.

\$50,000. paid by certified check #344 dated October 31, 1919,
to Harriss, Magill & Co., Inc.

At a meeting of the Board of Directors November 14, 1919,
the President (MARCUS CARVEY) stated that the S. S. Yarmouth was
taken over from the North American Steamship Corporation and that the
route mapped out for her was Cuba, Jamaica and Colon. Arrangements

were being made to renovate the boat after which time she would be ready to take passengers and cargo to above places.

\$20,000. paid by certified check #585 dated November 24, 1919 to Harris, Magill & Co., Inc.
3,000. paid by certified check #586 dated November 24, 1919 to Harris, Magill & Co., Inc.

At a meeting of the Board of Directors February 14, 1920, the transactions carried out by the President (MARCUS GARVEY) relative to new contracts entered into on January 10th, 1920, between the North American Steamship Corporation and the Black Star Line were unanimously approved.

\$20,000. paid by certified check #980 dated January 10, 1920, to Harris, Magill & Co., Inc.
9,000. paid by check #1854 dated May 17, 1920, to the North American Steamship Co., endorsed to Harris, Magill & Co., Inc.

At a meeting of the Board of Directors June 3, 1920, it is noted that there are payments to be made on the S. S. Yarmouth of \$4,500. per month for 10 months while ledger P. 164 indicates 10 notes of \$4,950.

On the first voyage the S. S. Yarmouth cleared from New York on November 20, 1919, and on the second (the Whisky cargo trip) on January 17, 1920. The receipts from freight indicate a third trip.

The operation of this vessel was discontinued by the Board of Directors August 28, 1920, the vessel having been in use less than one year.

The amounts invested are as follows: -

Purchase price	\$171,500.00
Fixtures	10,296.16
Repairs (first)	<u>8,045.74</u>
Total Investment....	\$189,842.90

On the purchase price the following payments were made:

January 10, 1920	20,000.00
September 18, 1919	\$ 16,500.00
October 18,	3,500.00
31,	50,000.00
November 24,	23,000.00
May 17, 1920	<u>9,000.00</u>

By Cash	\$122,000.00
By Notes	<u>49,500.00</u>

\$171,500.00

On the notes the following payments have been made:

July	17, 1920.	4,950.
"	26.	4,950.
November	3.	2,000.
"	9.	950.
December	3.	1,000.
"	11.	1,000.
"	21.	500.
January	15, 1921.	1,000.
"	24.	500.
"	31.	500.
February	8.	500.
"	18.	500.
March	3.	1,000.
"	10.	500.
"	18.	500.
"	25.	500.
		<u>\$20,850.</u>

leaving 28,650. still unpaid and owing on purchase price.

Note that the first indicated price was \$140,000; the second \$165,000. and the third \$168,500., while the actual payment cash and notes reaches the sum of \$171,500.

In addition, Check No. 2844, certified and dated November 24, 1919, (but not entered in Cash Book) to order of Harris, Magill & Co., purpose unknown, check stub #1325, February 6, 1920, to Harris Magill & Co., for \$1,000., reads "Eireage charter of Yarmouth" and check stub #1755 A, March 16, 1920, to same for \$765.91 reads "Balance due on charter hire of Yarmouth per contract" all of which checks were paid.

OPERATION S. S. YARMOUTH.

Statement of Income and Expense of S. S. Yarmouth.

Expense.	Year ending JUNE 30, 1920.	Year ending JUNE 30, 1921.	Period ending entire Jan. 5, 1922. Period.	Total
Repairs	(A) \$18,276.86	\$ 2,161.30	-	\$20,438.16
Wages	35,755.45	15,944.09	743.41	52,442.95
Fuel	28,493.41	6,026.41	-	34,519.82
Supplies & Provisions	16,118.21	4,697.79	-	20,816.00
Port, Pilot, Towing, Wharf	7,799.47	998.39	-	8,797.86
Insurance	7,741.56	4,042.50	-	11,784.16
Claims, Liabls, etc.	6,815.82	11,945.77	275.00	18,834.59
Miscellaneous	17,670.67	8,827.87	-	26,498.54
	(B) 138,469.55	54,644.12	1018.41	194,132.08
<u>Income.</u>				
Freight	32,201.66	8,644.11	-	40,845.77
Passenger	12,578.05	4,696.64	-	17,274.69
	44,779.71	13,340.75	-	58,120.46
<u>Operating Loss</u>	93,689.84	41,303.37	1018.41	136,011.62

Notes:

(A) Repairs to January 1920 charged to Investment account.

(B) No office expense, overhead or depreciation charged.

OFFICE EXPENSE.

\$ 68,329.02	55,865.89	15,553.70	139,748.61
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PURCHASE S. S. SHADYSIDE.

At a meeting of the Board of Directors March 22, 1920, the President (MARCUS GARVEY) stated he was interested in a Pleasure Excursion boat, to accommodate 500 passengers and 400 tons of cargo, for \$35,000., and could purchase same by paying \$10,000. cash and the balance in notes.

Mr. Johnson and himself had inspected the same. The boat in their opinion would be a wonderful asset as it could be used here in summer and taken to the West Indies in winter.

\$2,000. paid by check #1529 A dated March 24, 1920, to Leon R. Swift.
 \$1000. paid by certified check #1556, dated April 10, 1920, to Leon Swift.
 2,000. paid by check #1749 dated May 4, 1920, to Leon R. Swift.

At a meeting of the Board of Directors June 3, 1920, it is noted that there are payments to be made on the S. S. Shadyside of \$2,000. per month for 10 months.

\$2,000. paid by check #1978 dated June 7, 1920, to Leon R. Swift.

Ledger account, page 166, July 1, 1920, shows 9 notes of \$2,000.- the first due July 1st and one on the first of each month thereafter until April 1st, 1921, when a tenth note of \$3,000. is due.

Payments on these notes had been made, as follows:

July 14, 1920	- - -	\$2,000.	(Check missing C.B. 32)	
Aug. 25,	- - -	2,000.	" " "	44
Nov. 17,	- - -	1,000.	" " "	66
" 30,	- - -	1,000.	" " "	66
leaving		15,000.	unpaid.	

At a meeting of the Board of Directors August 28, 1920, the operation of the Shadyside was discontinued except for use on or about Labor Day. The Cash Book shows she ceased to earn after September 13, 1920.

During the winter of 1920-1921, it is reported the Shadyside was badly damaged by ice and is said to be fully insured for \$35,000. It is also said the policy has been assigned to Leon R. Swift, but no mention of any of these facts is to be found in the records.

OPERATION S. S. SHADYSIDE.

Statement of Income and Expense S. S. Shadyside.

	<u>Period ending</u> <u>JUNE 30, 1920.</u>	<u>Year ending</u> <u>JUNE 30, 1921.</u>	<u>Period ending</u> <u>JAN. 5, 1922.</u>	<u>Total entire</u> <u>Period.</u>
<u>Expense.</u>	\$8,120.28	\$8,946.45	\$ 75.00	\$17,141.73
<u>Income</u>	2,882.63	3,306.67	-	6,189.30
<u>Operating</u> <u>Loss</u>	5,237.65	5,639.78	75.00	10,952.43

PURCHASE S. S. KANAWHA.

At a meeting of the Board of Directors April 6, 1920, the President (MARCUS GARVEY) said he had called the meeting for the purpose of discussing whether or not they should purchase a ship of 4050 tons. After going over the specifications it was decided that having regard to the fact they would have to pay a large amount of money on the Yarmouth, also the Shadyside, it would not be wise to purchase, it being a Government ship and the terms very stringent.

At a meeting of the Board of Directors April 23, 1920, the matter of the purchase of a third ship was then brought up by the President (MARCUS GARVEY) who said there was a great demand for a ship of small tonnage for the Inter-Colonial Trade and as the Yarmouth was not fitted for long voyages, it would be, in his estimation, advisable that such a ship be acquired to take passengers and collect freight between the islands, so that the Yarmouth would be able to make short and profitable trips to Jamaica via Cuba and back to New York. He then said that there was a steam yacht, the Kanawha, now for sale, that it had already been inspected and found to be seaworthy and that he would advise its purchase. Unanimously carried that negotiations be entered into for the purchase of said ship.

\$5,000. paid by check #1660, dated April 24, 1920,
to James M. Briggs.
10,000. paid by certified check #1899, dated May 25,
1920, to James M. Briggs.

At a meeting of the Board of Directors June 3, 1920, it is noted that there are payments to be made on the S. S. Kanawha of \$7500. per month for 6 months.

Left New York in August, 1920, for Norfolk.
Left New York March 25, 1921, for Cuba.

In August, 1921, this vessel put into the port of Antilla, Cuba, in bad condition and at latest reports was still there.

The amounts invested are as follows:

Purchase price.....	\$61,000.00
Fixtures.....	5,890.39
Repairs (first).....	9,599.06
	<u>\$76,599.45</u>

On the purchase price the following payments were made:

April 24, 1920.....	5,000.00
May 25	<u>10,000.00</u>
By Cash	15,000.00
By Notes	<u>45,000.00</u>
	<u>\$60,000.00</u>

On the notes the following payments have been made:

July 10, 1920.....	\$7500.	June 29, 1920.....	\$1000.
Aug. 6,	5000.	April 26, 1921.....	\$2000.
" 12,	2500.	May 2,	2000.
Dec. 3,	1500.	" 17,	1000.
" 28,	7500.	" 21,	1000.
Jan. 20, 1921.....	5000.	" 25,	1000.
" 31,	2500.	" 28,	1000.
Feb. 21,	4000.	June 18,	1000.
		July 9,	1000.
			<u>\$46,500.</u>

Of this, \$500. was reversed by Journal entry June 30, 1921, page 39, and charged as a payment to the Massachusetts Bonding Co., on a \$5,000. libel against the Kanawha. The remaining \$1,000. seems to be an overpayment on the purchase price of the Kanawha.

Operation of Ships:

<u>Expense.</u>	<u>S. S. KANAWHA.</u>			
	<u>Period ending</u> <u>JUNE 30, 1920.</u>	<u>Period ending</u> <u>SEPT. 8, 1920.</u>	<u>Period ending</u> <u>JUNE 30, 1921.</u>	<u>Per. End. Total</u> <u>DEC. 31/ 21. Entire</u> <u>Period.</u>
Repairs (A)	-	-	\$57,790.08	\$ 200.00 \$57,990.08
Wages	\$ 1,883.37	\$ 3,531.74	19,049.67	6,168.81 30,653.79
Fuel	63.50	-	7,944.15	- 8,007.65
Supplies and Provisions	808.93	4,088.77	13,119.31	1,555.22 19,572.23
Port & Towing	515.00	-	2,921.25	- 3,436.25
Pilot & Wharfage	282.35	107.89	194.42	- 584.66
Insurance	-	622.50	-	- 622.50
Claims, Libels	343.25	-	6,480.00	3,000.00 9,823.25
Miscellaneous	164.43	222.00	1,606.38	1,257.89 3,250.70
(B)	\$ 4,060.83	8,572.90	109,105.46	12,201.92 133,941.11
<u>Income.</u>				
Freight	-	133.08	-	- 133.09
Passenger	98.25	210.05	766.25	- 1,074.55
	\$ 98.25	343.13	766.25	- 1,207.63
<u>Operating Loss</u>	\$ 3,962.58	8,229.77	108,339.21	12,201.92 132,733.48
<u>Office Expense.</u>	\$ 68,329.02	-	55,865.89	15,553.70 139,748.61.

Notes: (A) Repairs to September 8, 1920, charged to Investment Account.
(B) No office expense, overhead or depreciation charged.

Fourth Ship - S. S. "PHYLLIS WHEATLEY."

See first paragraph S. S. Kanawha.

At a meeting of the Board of Directors June 3, 1920, the question of chartering a ship was discussed. The President (MARCUS GARVEY) said that so far, he had found that chartering ships usually cost more than buying them outright and the matter of chartering was dropped.

The Minute Book shows MARCUS GARVEY to have been present at a Special Meeting of the Board of Directors held on October 20, 1920, and meetings were subsequently held, at which he does not appear to have been present as follows:

April 19, 1921 (Next of record.)

May 29,

June 9,

July 2,

July 15,

but on that of

July 20, it is indicated he was present.

In the books and records of the Black Star Line, Inc., the first indication of the proposed purchase of this vessel appears in check stub book of checks drawn on the Chelsea Exchange Bank, on check stub #4029-1, dated March 11, 1921, to New York (Ship) Exchange for \$500. "in part payment on the Phyllis Wheatley";
The Second, on check stub #4090-A dated March 21, 1921, to New York Ship Exchange for \$1200. in "payment on new ship Hong Keng";
The Third, on check stub #4146-1 dated April 8, 1921, to New York Ship Exchange for \$2,000. for "on purchase price S. S. Phyllis Wheatley";

None of the checks pertaining to this transaction were produced on service of subpoena, but it would appear from the minutes of a Special Meeting held April 19, 1921, that the President (MARCUS GARVEY) had signed the above three checks and others before he left for the West Indies, so the Treasurer (George Tobias) explained that the number of checks signed by the President before leaving the country were exhausted and that no funds could be drawn unless the Vice President was authorized to sign checks, which he was thereupon authorized to do.

The Fourth, on check stub #4170-A dated April 19, 1921, to New York Ship Exchange for \$15,000. - "in part payment S.S. Phyllis Wheatley, certified";

The Fifth, on check stub #4171-1 dated April 19, 1921, to New York Ship Exchange for \$1300, "in part payment on S. S. Phyllis Wheatley."

At a meeting of the Board of Directors May 29, 1921, O. M. Thompson (Vice President and General Manager) in charge of the negotiations for the purchase of the S. S. Phyllis Wheatley reported he had just returned from Norfolk where he had visited the S. S. "Phyllis Wheatley", which was satisfactory and whose acquisition would bring much credit to the Company, that owing to circumstances beyond his control the Bill of Sale for the ship was delayed in Washington but that the buyers (New York Ship Exchange) were not sparing any effort to rush the closing of the deal and while he was expecting the papers to be signed any minute, it was not possible to name any day or date.

Carried unanimously that because of the fact that the New York Ship Exchange had twice forfeited their contract the negotiations with them be called off, and the amount in escrow with the Farmers Loan & Trust Co. withdrawn.

Mr. Garcia (Secretary) requested the Board to outline the statement to be made to the Public since the various announcements

made were not going to be kept. A Committee to prepare such a statement was appointed, as follows: Mr. Mathews, Mr. Toote and Mr. Garcia. It was also unanimously carried that before execution of this motion a Committee, consisting of Messrs. Smith, Mathews, Toote, Thompson and Garcia, consult Mr. Nolan about the whole matter.

At a meeting of the Board of Directors June 9, 1921, Mr. Wilford Smith speaking, the Committee reported that Mr. Nolan emphatically advised against calling off negotiations for purchase of S. S. Phyllis Wheatley, and withdrawing its deposit in escrow and promised to see Mr. Barnett next day to hasten the transaction and secure a pledge of consideration should the company be unable to meet the full payment of \$20,000. as stated in the contract.

Mr. Thompson stated that the New York Ship Exchange had communicated with him the night before through Mr. Silverston that the papers were signed in Washington and the vessel secured. That it would take two days to unload the vessel and as soon as that was done he would take the Captain and Chief Engineer to Norfolk and have them make the trip from Norfolk to New York on the boat.

At this point it may be stated that from June 1 to 17, 1921, the largest balance of cash available was \$226.51 on June 13th, and at the meeting of the Board of Directors on June 9th it was carried that as the Phyllis Wheatley would reach New York about June 26, a campaign be launched in New York June 26 to July 4, for the sale of stock and the sale of 30,000 tickets of admission on the ship at \$1. each, the dates for public inspection to be July 3rd and 4th. As a result of this dollar drive the Parent Body of the U. N. I. A. collected, as follows:

June, 1921.....	\$5,959.18
July	62.00
August	102.50

of which, on June 18th, they turned over to the Black Star Line, Inc., \$5,000., which amount was immediately applied as follows:

Fifth: on check stub #4141 dated June 18, 1921, to order United States Shipping Board for \$5,000. "by order of New York Ship Exchange a/c purchase price S. S. Phyllis Wheatley, check certified."

At a meeting of the Board of Directors July 2, 1921, it is stated that owing to the indefinite postponement of the closing of the purchase of the "Phyllis Wheatley" Mr. Garcia (Secretary) after consulting with Dr. Wilford Smith, decided to write to the U. S. Shipping Board concerning the nature of Mr. Silverston's transactions with them and what result was to be expected, the letter written being as follows:

Mr. Philbum,
Manager, Ship Sales Department
United States Shipping Board,
Washington, D. C.

Dear Sir:

In the course of our investigation at the United States Shipping Board office, of 45 Broadway, New York City, Mr. Foster, head of the Contract Department has referred us to you for information in the following matter.

About two months ago, the above named company entered into a contract with Mr. Rudolph Silverston, doing business under the name of the New York Ship Exchange, to purchase for it a ship from the said Exchange. After some negotiations with Mr. Silverston, he stated to us that he could purchase for us from the United States Government the steamship Porto Rica, then in Dry Dock at Brooklyn and after several trips to Washington he came back and stated that the said steamship Porto Rica had been awarded to the Black Star Line, Inc., through his efforts. He further stated that he had deposited with the United States Shipping Board \$5,625. on an option, which was 2 1/2% on the sum of \$225,000., the purchase price of said ship. He stated that the United States Shipping Board required a cash payment of \$25,000., which amount was turned over to him to secure title to said steamer and a certified check of \$5,000. of said amount was made payable to the order of the said United States Shipping Board.

After receiving the said \$25,000. the said Silverston reported that the papers for the full transfer of said steamship would be signed and approved within ten days and on June 17, 1921, the said Silverston signed a contract that the full transfer and delivery of said ship would be made not later than June 23, 1921. On June 23, when questioned about the progress of the negotiations for said ship, Mr. Silverston stated that as the new Heads of the Shipping Board were in New York, the papers could not be approved before Monday, June 27th, when they would return to Washington. On June 27, the Black Star Line was informed by him that owing to developments we would have to continue to wait longer, before the ship could be transferred and from time to time we have been put off.

In view of the fact that the acquisition of this ship is urgent and that more than five weeks have elapsed since we began negotiations for the purchase of the same, we would be very grateful to your Department if you would furnish us with information concerning the nature of Mr. Silverston's transactions with the Shipping Board and what results we may expect from the same.

We would like further to know if the said steamship Porto Rica is still for sale, and if there is any possibility of the same being purchased by the Black Star Line if it should turn out that the negotiations claimed by Mr. Silverston did not take place.

Hoping that you will oblige us with a prompt reply, we beg to remain,

Yours respectfully,

BLACK STAR LINE, INC.

Elie Garcia, Secretary."

EG.BB.

Mr. Garcia left for Washington and next day met Mr. J.H. Philbum, Manager of Sales Division of Shipping Board, who after having read the letter stated that after negotiating with Mr. Silverston for a few days in the matter of the Porto Rica, the latter was informed by official letter signed by the Chairman of the Shipping Board that the S. S. Porto Rica was chartered by the Board to

the Porto Rica Line, Inc., and therefore his offer in behalf of the Black Star Line was rejected. He also stated that after being so informed Mr. Silverston, however, refused to take back the sum of \$12,500. placed by him as an option on the S. S. Porto Rica, but manifested some interest in the S. J. Freedom and authorization was given him to inspect said boat with a view of later on making an offer for same.

Mr. Philbum confirmed this in writing and this letter was read to the Directors. (Letter not in Minute Book.)

Carried that Mr. Thompson (Vice President) at once cease all negotiations with the New York Ship Exchange represented by Mr. Silverston and revoke the credential given him as our Agent and demand the immediate refund of \$25,000. advanced for the purchase of a steamship. In case it is not forthcoming the matter to be placed in the hands of Mr. Nolan, our attorney, for collection and if necessary referred to the District Attorney.

Mr. Garcia (Secretary) stated that his conversation with the Shipping Board led him to believe it was possible and even more desirable for the Company in the future to deal directly with the Shipping Board and recommended that the matter of purchasing a steamer be not dropped. A committee was formed to investigate about ships on sale to consist of Mr. Garcia, Dr. Stewart and Mr. Matthews.

Mr. Garcia was requested by the Board to draw a statement for the public to make clear their situation.

At a second meeting of the Board of Directors July 2, 1921, Mr. Thompson (Vice President and General Manager) was informed of the proceedings at the morning session and called upon to state his views. He stated that after taking a copy of the letter from the Shipping Board he saw and spoke with Mr. Silverston and was positively convinced by the latter that the letter written by the Shipping Board to the Black Star Line was without foundation and that the one written to Mr. Silverston by the same Board and signed by Mr. Lasker, was a material impossibility, since on the date stated in the letter, Mr. Lasker, Chairman of the Board, was in Chicago. That it still was his belief that the New York Ship Exchange is able to secure the Porto Rica and requested the Board to postpone withdrawal action and statement to the public until July 7th.

Mr. Smith requested Mr. Thompson to make such statement in writing, which he did, as follows:

"I honestly believe through my constant contact with the New York Ship Exchange et al, that they have as much opportunity to secure either the Prinz Joachim or the Prinz Oskar for the Black Star Line as ever. I have seen the correspondence between Hwibburt representing the Baltimore Transatlantic Co. and the New York Ship Exchange and know something of the influence of Mr. Juff, Mr. Barnett and Mr. Nottingham have with the Board to represent the justice of the case in behalf of the Black Star Line. I respectfully ask to council while presenting the case to our lawyer to withhold withdrawal action and statement to the public.

O. E. Thompson."

Request not granted.

Mr. Garcia made the following statement which he was instructed to prepare for the public. (Note--statement does not appear in Minute Book.)

At a meeting of the Board of Directors July 17, 1921, it is stated that funds are needed by the company to finance the purchase of a steamer for the African trade and that the U. S. I. A. has offered to lend \$10,000.--provided loan is secured by a mortgage on the properties of the company at 56 West 135th Street for a period of one year.

At a meeting of the Board of Directors July 20, 1921, (MARCUS GARVEY present for the first time since October 20, 1920,) the minutes of June 9, 1921, were corrected by the addition of "the amount of \$16,300. lodged in trust with the Farmers Loan & Trust Co. and paid to the New York Ship Exchange by the Vice President, Mr. Thompson, without the knowledge and approval of the Board" which had been omitted.

Marcus Garvey pointed out that since his return he had not as yet interfered with the work of any of the departments of the Black Star Line and that it was unfair for anyone to spread a rumor that he as President, as well as other officers of the Company, have interfered with the long delayed transactions for the purchase of the Phyllis Wheatley in a way to prevent or cause further delay. Mr. Thompson, Vice President and Traffic Manager, denied that his department had been interfered with by the President, but the trips of the Secretary to Washington on June 22 and 30 had done so unintentionally or not by disclosing the name of the buyer.

Mr. Garcia (Secretary) took exception and certified that on his first trip to Washington on June 22, he did not approach the Shipping Board, even had he done so he would not have been the first one to disclose the name of the buyer since the records of the Shipping Board can prove that a day prior to his going to Washington a bid in the name of the Black Star Line and 4,000,000 black citizens of America was filed with the Shipping Board. As to the effect of his last trip June 30 on refusal of Board to award S. S. Porto Rico to the Black Star Line, the records of the Shipping Board show that such decision was rendered on June 29th.

At a meeting of the Board of Directors October 11, 1921, the President (MARCUS GARVEY) stated that the meeting was called to decide action to be taken in the matter of a boat we were supposed to have had - S. S. Phyllis Wheatley - negotiations for which have been going on for over 6 months and not yet consummated. Mr. O. M. Thompson (Vice President) asked to state present position: said the Shipping Board on August 2 recorded the sale of the S. S. Orion to the Black Star Line, Inc. and sent a form asking for the balance of 10% -- \$10,000.--and a performance bond to complete the sale, then we would get title to the ship. He had paid the \$10,000., but had failed to get the performance bond, i.e., a surety from someone capable of backing such an amount to guarantee that the Shipping Board would receive the monthly payments of 10% of the purchase price of the ship. He had been unable to get such surety because of the financial condition of the Black Star Line and because of the inability of the Company as operators.

Note: There follow about eight pages of recriminations with Marcus Garvey making it appear that the early negotiations for the S.S. Phyllis Wheatley were outside of his knowledge.

At a meeting of the Board of Directors October 16, 1921, a proposition made by the BLACK STAR LINE STEAMSHIP CO. (N. J.) to sell 45,000 shares of their common stock for \$200,000.-in cash, was accepted on terms set forth in writing dated October 5th, and President and Treasurer were empowered and instructed to execute all proper instruments to carry this into effect and to immediately transfer to Black Star Steamship Co. the \$22,500. on deposit with the United States Shipping Board as first payment on said purchase of stock and thereafter pay each month the sum stipulated, (\$10,000.)

At a meeting of the Board of Directors October 17, 1921, the Black Star Steamship Company (New Jersey) having proposed to assume and carry out all obligations of the Black Star Line, Inc. to the U. S. Shipping Board for the purchase of the S. S. Orion which has been awarded to the Black Star Line, Inc., and in consideration of the assignment by the Black Star Line, Inc. of all right, title and interest of such assignment by the Black Star Line, Inc., of such award and the assignment of the deposit by the Black Star Line, Inc. to the United States Shipping Board at the time of the award and to secure the same and the Black Star Line, Inc., finding itself unable to comply with the requirements of the Shipping Board and to carry out its contract and obligations to said Shipping Board.

Carried, that the Black Star Line, Inc. accept the proposition of the Black Star Steamship Co. and assign to it all right, title and interest in and to the award of the S. S. Orion made to it by the United States Shipping Board and that the Black Star Line, Inc., also assign to the Black Star Steamship Co. all monies in the hands of the United States Shipping Board deposited to secure the S. S. Orion in consideration of the Black Star Steamship Co. assuming the debts and obligations of the Black Star Line, Inc. to the United States Shipping Board.

At a meeting of the Board of Directors January 3, 1922, the purchase of the S. S. Orion from the U. S. Shipping Board was discussed also terms of contract and proposed bond and mortgage. The President (MARCUS GARVEY) stated that officers of the company, acting under his instructions, had been negotiating with individuals to advance sufficient money to complete the purchase of the S. S. Orion by cash payments to the U. S. Shipping Board, that to do so it was necessary to assure the lenders of a profit but that the cost price of the ship delivered to the company at New York, fully repaired, was not to exceed the original proposed cost price of \$350,000.

Carried: That O. M. Thompson, Vice President and Joseph P. Nolan, Admiralty Counsel, be authorized to continue negotiations with J. Wolff and others for a loan sufficient to enable the Black Star Line, Inc. to complete purchase of S. S. Orion and that Thompson and Nolan be authorized to negotiate further with U. S. Shipping Board for reducing the net price charged and that Thompson and Nolan be authorized to agree to pay such sum of money for services, or bonus, to proposed lenders and to Wolff and associates as brokers, as may be necessary to pay to complete the transaction provided that the cost price of the S. S. Orion fully repaired and delivered to the Black Star Line, Inc. at New York shall not exceed the original price fixed for the S. S. Orion in a certain contract with one Rudolph Silverstone. Officers authorized and directed to execute necessary contracts, mortgage and place a bond issue if necessary against mortgage.

Officers' Salaries:

MARCUS GARVEY, President.

The first payment to Marcus Garvey, as President of the Black Star Line, Inc., was \$25.00 on August 12, 1919, thereafter \$50. a week for the fifteen weeks to and including November 24, 1919, thereafter \$100. a week from December 1, 1919 to and including December 31, 1920, after which no payments appear to have been made. In total for the periods mentioned

August 12 to December 22, 1919.....	\$ 1175.00
January 10 " " 31, 1920.....	5168.84

At a meeting of the Board of Directors August 8, 1919, it was resolved that the President be allowed a salary of \$50. a week, a raise in three months and travelling expenses.

In addition the Parent Body of U. N. I. A. and A. C. L. paid Marcus Garvey as salary. (See Minute Book November 3, 1920,) as follows:

November-December, 1920.....	\$1016.68
January - " 1921.....	7950.14

O. W. THOMPSON (Later Vice President and General Manager.)

First appears on payroll April 9, 1920 at \$25. per week.
May 21, " " 30. " "
Oct. 22, " " 40. " "
29. " " 50. " "

and thereafter.

GEORGE TOBFAS, Treasurer.

First appears on payroll August 26, 1919 at \$30. per week
November 29, 1920 \$50. " "

and thereafter until January 13, 1922.

ELIE GARCIA, Secretary.

No record of any salary being paid to him by the Black Star Line, Inc.

Unearned passage money S. S. "Phyllis Wheatley":

On their ledger to June 30, 1921, this is carried under the head of "Sale of Passenger tickets S. S. Kanawah", page 368, with a credit balance (or liability) of \$7582.50, and on September 30, of \$7280.25.

Below are the actual receipts, refunds and net amounts that should appear in this account:

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	<u>Received.</u>	<u>Refunded.</u>	<u>Balance.</u>
February, 1921	\$ 169.25		\$ 169.25
March	460.00		629.25
April	4335.00	\$ 230.00	4734.25
May	2275.00	180.00	6829.25
June	460.00		7289.25
July	230.00	75.00	7444.25
August	672.50	20.00	8096.75
September		240.00	7856.75
October		254.00	7602.75
November		650.00	6952.75
December	530.00	1120.00	6162.75
January, 1922		20.00	6142.75

As this boat was advertised to sail for West Africa on a given date in April, 1921, the collection of these moneys was a palpable fraud.

UNIVERSAL NEGRO IMPROVEMENT ASSOCIATION.

Its objects and aims as outlined in Article 1, Sect. 3 of its Constitution and Book of Laws, New York, July, 1918 are, as follows:

"OBJECTS AND AIMS"

Sec. 3. The objects of the Universal Negro Improvement Association and African Communities' League shall be: to establish a Universal Confraternity among the race; to promote the spirit of pride and love; to reclaim the fallen; to administer to and assist the needy; to assist in civilizing the backward tribes of Africa; to assist in the development of Independent Negro Nations and Communities; to establish Commissionaries or Agencies in the principal countries and cities of the world for the representation and protection of all Negroes, irrespective of nationality; to promote a conscientious Spiritual warfare among the native tribes of Africa; to establish Universities, Colleges, Academies and Schools for the racial education and culture of the people; to conduct a world-wide Commercial and Industrial Intercourse for the good of the people; to work for better conditions in all Negro communities."

OFFICIALS

Leaders and High Officials were elected as follows:

*** EXECUTIVE COUNCIL**

August 19, 1920.

His Excellency, the American Leader
His Excellency, the West Indian Leader
His Excellency, the West Indian Leader
His Excellency, the Provisional President
of Africa

J.W.H. Eason
R.H. Tobitt
J.S. Debourg

Marcus Garvey

August 26th & 27th.

His Highness, the Potentate
His Highness, the Supreme Deputy
His Excellency, the President-General
Rt. Hon. Assistant President-General
Rt. Hon. Secretary-General
His Hon. Asst. Secretary-General
Rt. Hon. Chancellor
Rt. Hon. Counsellor-General
His Hon. Asst. Counsellor-General
Rt. Hon. Auditor-General
Rt. Hon. Commissioner-General
His Grace, the Chaplain-General
Rt. Hon. International Organizer
Rt. Hon. Surgeon-General
Rt. Hon. Speaker in Convention
Rt. Hon. Minister of Legions

Gabriel Johnson
C.O. Marko
Marcus Garvey
J.D. Gordon
J.D. Brocks
J.B. Yearwood
Gabriel Stewart
Wilford H. Smith
Wm. C. Matthews
Eli Garcia
F.W. Ellegor
Geo. A. McGuire
Miss H.V. Davis
D.D. Lewis
F.A. Tooto
C.L. Gaines.

SALARIES and EXPENSES.

Article VII of Constitution and Book of Laws, New York, July 1918. reads:

"Sec. 1. The salary of the Potentate and Supreme Commissioner shall be in keeping with his high office and responsibilities, which salary shall be granted by the convention. The Potentate shall labor for the good and welfare of the organization, irrespective of salary or other consideration.

Sec. 2. The Supreme Deputy shall be subjected to the same conditions on matter of salary as the Potentate.

High Officers.

Sec. 3. All officials and high officers of the Universal Negro Improvement Association and African Communities' League other than the Potentate and Supreme Commissioner and Supreme Deputy shall be granted salaries commensurate with the work they perform, which shall be voted by the convention."

The books of account of this Association are not in any better shape than those of the BLACK STAR LINE, INC. The Cash Books start with February 17, 1920, and continue to January, 1922, at which time they were obtained under subpoena.

Their bank balances July to November, 1920, were, as follows:

July 31, 1920.....	\$ 4,030.23
Aug. 31	3,256.27
Sept. 30	2,669.03
October 31	1,675.53

At a meeting of the Executive Council November 3, 1920, it was stated, referring to salaries, "we have sufficient assets to make a start, but that this be successfully continued, each member would have to work conscientiously thus measuring up to his salary."

At this time, however, they had pledges up to date for the purchase of \$15,699. bonds to be issued

"For use in the furtherance of the Industrial, Commercial and Agricultural purposes of the Association in its Construction plant in Africa."

Their total receipts for November, 1920, were \$14,883.70 of which \$11,103.55 was from the sale of the above bonds.

Pages 35-37 of Cash Book for November show the following payments for salaries to officers

Marcus Garvey, salary 1-15th inst.(Nov.)	\$229.17
C.A. McGuire, Chaplain, salary "	104.16
J. D. Brooks, Secretary, "	125.00
Jas. W. H. Mason, Jr. Leader "	208.32
C.E. Stewart, High Chancellor "	125.00
J.B. Yearwood, Asst. Sec. "	83.33
Wilford H. Smith, Counsel Gen. "	145.88
J.D. Gordon, Asst. Treas. Gen. "	125.00
J. Miloon Ellegor, Comm. Gen. "	83.33
Jas. Sydney Dobourg, N.I. Leader "	125.00

G.L. Gaines, Min. of Lorrions, salary 1-15	\$62.50.
Fred A. Toots, Speaker in Con. "	62.50
Wm. C. Matthews, Asst. Consul Gen. "	125.00
Elic Garcia, Auditor Gen. "	<u>104.16</u>

Total \$1,708.55

The balance on hand November 30th was \$6,760.41, but out of this, under date of December 1, (Cash Book p. 28) all of the salaries enumerated above are doctored and read for "Salary to November 30th," indicating overpayment of 1/2 of a month's salary in each instance and in addition, the following

Miss H.Y. Davis-salary to Nov. 30th	\$ 250.00
G.O. Marks " " "	<u>125.00</u>

Total \$3,791.70

showing that \$5500. had been paid out of the receipts of the sales of bonds for officers salaries, for the month of November alone.

That this practice continued will be shown in the analysis of the published reports following.

Chancellor's Report - September 1, 1920 to July 30, 1921.

General Funds.

Balance in Bank Sept. 1, 1920	3,324.31	
Membership fees	3,891.84	
Sales -supplies to Branches	9,043.49	
Death Tax	19,862.80	
Twenty percent due from branches	7,471.26	
Convention funds	3,993.37	
Sales of almanacs & pictures	2,102.10	
Dollar Assessment Tax	8,996.66	
Fees of charters	5,901.40	
Contributions (Voluntary)	19,802.86	
Dollar Drive for Black Star Line	5,959.11	90,048.90

Expenditures.

Petty Cash expenses for coal, gas, telephone bills, light, postage, expressage, etc. (2283.40)	5,735.67	
Furniture & fixtures	1,154.00	
Returned checks	3,494.20	
Salaries of officers (17,206.42)	35,819.74	
" employees (9,740.61)	10,105.00	
Travelling expenses (10,872.19)	5,346.39	
Printing, stationery and adv.	9,950.56	
Cost of Supplies	4,956.37	
Loans to N. Y. Local	643.89	
Purchase of Stock of Negro F	3,019.71	
Loans, Sundries	227.00	
Death Benefits paid	1,275.00	
Telegrams & cables	1,253.00	
Refund Black Star Acct. Dollar Drive	5,000.00	87,665.57 (A)
Balance in Bank July 30th.		2,535.33

Construction Loan.

Notes sold	137,453.22	
	6,992.36	144,445.58

Expenses.

Building Material	4,000.00
Sawmill Equipment	4,463.42
General Expenses	2,238.40

Cost of various Sales campaigns.

Salaries officers	17,206.42	
" employees	9,740.61	
Travelling expenses	10,872.19	
Advertising	6,400.00	
Invested in B.S.L. stock	34,440.00	
Purchase Acct. Negro World good will	46,882.20	135,920.24 (B)
Balance in Bank		8,550.34

Condensed Statement of Receipts and Expenses.

General Receipts	90,048.90	
Sales of Bonds	144,445.58	234,494.43

Payments.

General Expenses	87,665.57	
Construction funds	144,445.58	232,111.15
Balance in Bank		10,913.67
Balance current Pay	2,884.33	
" -cot. Loans	8,530.34	10,913.67

(A) Should be .06 more
 (B) " " 4.00 less
 (C) " " 4000.00 less

As published.

ASSETS

Balance in Bank July 30	10,913.67	
Furniture & Fixtures	2,154.00	
Uncollected checks	3,494.30	16,561.97

Machineries.

Saw Mill Equipment		4,463.42
Invested in building material Liberia		4,000.00

Inventory.

Supplies on hand		4,500.00
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Stocks.

6838 shares common stock B.S.L.	34,440.00	
604 " common stock N.F.C.	3,020	37,460.00

Good Will.

Negro World, estimated worth		60,000.00
" " Purchase price		

Accounts Receivable.

Arrears from branches on dues		37,690.52
Death Tax unpaid by branches		68,664.80

Loans Receivable.

B.S. Line		
A.C.L.		
N.F.C.		
U.N.I.A. Local		
Personal		

Total		283,340.71
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LIABILITIES.

Notes Payable	144,450.58	
Computed interest	6,500.00	150,950.58

Death Tax		
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Loan U. N. I. A. Special Dollar Drive		
--	--	--

Total		150,950.58
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IMPROVEMENT ASSOCIATION.

as Our Analysis shows:

Receipts.

3,250.65
3,545.52
8,502.88
16,523.62
7,460.23
2,848.61
1,778.48
6,844.73
15,080.42
31,785.89
6,021.18
35,536.00
500.00

1,500.53

Disbursements.

7,723.42
209.00
4,652.59
75,789.11

12,403.53
9,029.37
5,356.45

793.89
3,194.71
318.61
1,350.00
1,313.16

40,440.00
2,178.90
439.91
2,954.01

From Secretary General
General

Loans, etc. refunded
" U. N. I. A. special

Bank collections
and general
equipment

Salaries (all)

Buttons, Banners, Badges, Gowns,
Uniforms, Crosses & Decorations.

Other loans
Loans Negro F
" Personal

Loans Black Star Line
Reception Parade Convention
Com. Legal & Prof.
Refunds

3,250.87

4,000.00
4,465.42

Real Estate

4,950.00
34,700.00
46,415.42

The following appeared in "The Negro World" under date of August 13, 1921:

**"UNIVERSAL NEGRO IMP. ASSOCIATION
AUDITOR-GENERAL'S REPORT**

**To the Honorable Delegates and Deputies to This
Convention**

Honorable Gentlemen:

It is not customary for the auditor of a company or an organization to submit any detailed report of his own, when statements and balance sheet submitted by the treasurer of said concern, are satisfactory to those who represent the financial interest of the business.

However, I may say that I have audited the reports as read by the High Chancellor, and that I have found all the items mentioned in the statement of receipts and disbursements to be true and correct and supported by proper vouchers and that all payments were made by the order of the President-General of the Association according to our constitution.

Nevertheless, it is always the duty of the auditor, when such statement and reports have passed through his hands, to convey to the interested parties the impression that said report and balance sheet has made upon him, and also the true significance of the figures as lined up in the reports. It is also his duty to reveal to those in authority the various reasons why the report is good or bad, also the causes of loss of profit as found out by him, throughout his investigation and auditing of the transactions of the concern.

For the benefit of those who may not have fully understood the true significances of the report read by the chancellor, I will make the following comments:--

Report of Parent Body.

You have noticed that two separate and distinct reports have been made for the funds received by the parent body. The general funds, and the construction funds. The general funds include the natural resources of the parent body coming from the branches, such as membership fees, dues, assessment tax, and so forth, while the construction funds, represent only the amount of monies received through sales of bonds for construction in Liberia.

The disbursements made from the funds of the parent body need no comment, as they are entirely in keeping with the maintenance and operation of the association.

In the expenses made out of the construction funds, the items of \$4,000. represent the amount invested in materials for the building of our headquarters in Liberia.

The item of \$4,463.42 represents the cost of a saw mill equipment, which was purchased by the Executive Council on

the request of his Highness, the Potentate, and which is at the present time, in Hoboken, N. J., ready to be shipped to Monrovia, Liberia, at the first opportunity.

The items of \$17,206.42, as also the one of \$9,740.61 represent the salaries of the staff, both members of the Council and ordinary employees, who have labored for the sales of the bonds.

The items of \$10,872.19 is the cost of railway tickets, car fares, and other conveyances of the staff throughout this country, and abroad, also for the disposition of the bonds.

The item of \$6,400.00 for advertising is self explanatory.

The item of \$54,440.00 represents the investment of the parent body in the Black Star Line, Inc.

The item of \$46,555.20 represents the cost of purchase of the good will of the Negro World, the official organ of the Universal Negro Improvement Association, from the New York Local for \$60,000.00

Balance Sheet--Assets.

The general funds of the parent body and the construction funds amounts to \$10,913.67, which was the bank balance as per July 31st.

There is also a bank balance of \$1,436.00 to the credit of the Negro World which is also to be credited to the parent body by virtue of the purchase of the good will of said Negro World.

The item of \$2,154.00 for furniture and fixtures, represents the value of the furnitures of the various offices of the parent body, less a reasonable amount for depreciation.

The item of \$3,494.30 mentioned as uncollected checks represent the aggregate amount of numerous checks returned by the bank and not yet collected from the makers.

The item of \$4,463.42 is, as stated, the value of the saw mill equipment, which, being new, has no depreciation.

The item of \$4,500 mentioned as inventory represents the cost value of the supplies on hands in the Chaplain General's office, the Commissioner General's office and the Secretary General's office, to be sold to the various branches of the U. N. I. A.

Amounts Receivable.

The item of \$37,690.52 represents the balance due by the various branches of the U. N. I. A. to the parent body on the 20 per cent dues.

The item of \$68,664.80 represents the correct amount of death tax due by the various branches to the parent body. The amount which should have been received from death tax is \$88,227.00, and only \$19,562.20 have been received, which gives the uncollected balance of \$68,664.80 above stated. Therefore the total assets of the parent body as per balance sheet is \$190,781.60

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Liabilities.

The parent body has no other liabilities except the amount of \$144,450.59, which is the amount of bonds sold during the year. This liability is extended over a period of ten years and the books show that there will be no more than \$20,000. to be paid out in one year. The computed interest on said notes is \$6,500. The total liabilities being, therefore \$150,950.58, showing a net worth of \$82,390.13, on July 31, 1921.

Before closing my comments I should like to say that the net worth of \$82,390.13 is only the net worth of the central office of the association, but is not the net worth of the Universal Negro Improvement Association, which is to include the net worth of all the branches of the Universal Negro Improvement Association throughout the world.

I want also to call the attention of the honorable delegates to the important fact that the parent body has no other income but what is paid by the branches to its treasurer, and when the branches fail to maintain their obligations or fail to keep up their payments the parent body receives nothing.

I want also to bring to the attention of the honorable delegates that it is important for the presidents of the various branches to devise means and ways by which they can collect dues and death tax from the largest number of members in their branches.

The Secretary General's report shows a large membership throughout the world, but I have found that only a portion of the membership is financially connected with the parent body.

In conclusion I want to state that owing to the economic condition of the world at this time, and especially of our people, it is my opinion that the year just ended has been a successful one and that the operations carried out as well as the investments made are all going to bring great profit in the future. It must be understood that to maintain an organization as broad in its scope as the Universal Negro Improvement Association, large sums of money are required to meet the expenses.

If I should base my estimation on the experiences of the previous year I would say that a budget of no less than \$300,000 a year is to be met by the Universal Negro Improvement Association if our construction work in Liberia is to go on and if we are to have a large enough staff to attend to the work and if we are to maintain the propaganda that we have launched throughout the world.

I therefore recommend to the honorable delegates that before the rising of this convention you take into consideration the discussion of the budget for the following year, so that each branch or each district of the country where the Universal Negro Improvement Association is represented can be allotted a certain portion of the total amount, and that on your return to your respective homes you may see to it that they carry their part as decided by you at this convention.

Respectfully yours,

FLIEB GARCIA.

Auditor General."

Exceptions:

The receipts of the General Funds and from the Sale of Bonds are, of course, shown under their respective heads separately but in the case of Disbursements there is nothing in the Cash Book indicating whether on account of the Parent Body or on account of the Construction Loan. Your accountant is unable to determine by what process the division was arrived at. This has particular reference to the division of Salaries, and Travelling Expenses, summarized as follows:

They show:		We Show:
Officers salaries (gen. funds)	\$35,519.74	
" " (bonds)	17,206.42	
Employees " (gen. funds)	10,105.00	
" " (bonds)	<u>9,740.61</u>	
All "	\$72,571.77	\$75,789.11
Travelling Expenses (gen. funds)	5,346.39	
" " (bonds)	<u>10,872.19</u>	
All "	16,218.58	12,403.53
Total.....	\$88,790.35	\$88,192.64

The amount received from the Sale of Bonds according to their Cash Book to July 30, 1921, was \$133,250.87 (while they show \$144,450.58) but from this should be deducted the \$46,555.20 used for the purchase of the Negro World, the \$4,000. for Real Estate and \$4,465.42 for Sawmill, a total of \$55,019.62, leaving \$78,232.25 of bond receipts to be accounted for, while their actual cash balance on July 31 was but \$5,286.41 (not \$10,913.67 as stated). It at once becomes evident that all of the salaries paid to the officers from November, 1920, (\$52,726.16) as well as about \$17,000. of the loans made to the Black Star Line came from the proceeds of the Sale of the bonds. Incidentally their division of employees salaries and travelling expenses has yet to be taken care of and this completely wipes out the Death Tax Fund, a fund which should have been held separate and intact.

It may be noted here that it is claimed it cost \$44,219.22 to dispose of \$85,695.67 worth of bonds, the \$45,555.20 sold by the New York Local being left out of the computation.

\$34,440. invested in Black Star Line stock:

This actually represents loans made at various times from July, 1920, to July, 1921, to the Black Star Line, Inc., without security and on July 20, 1921, at a meeting of the Executive Council, it was carried "that all loans to the Black Star Line by the Parent Body be invested in B.S.L. stock held by the Parent Body."

On July 29, 1921, this was consummated by the Black Star Line, Inc. giving its check #4253 of that date to order of Parent Body U.N. I.A. for \$34,780. and receiving the same check, endorsed, in return for the issue of 6956 shares of its capital stock, at the time worthless and which fact was known to everyone concerned with the transaction.

At a meeting of the Executive Council July 20, 1921, it was decided that the New York Local turn over to the Parent Body all monies due her for Construction Loan, that the Parent Body in turn buy out the interest in the "Negro World" held by the New York Local.

This transaction appears to have been consummated by the making of offsetting entries in Cash Received and Disbursed books under date of July 27, 1921, although it may be that the New York Local gave their check and the Parent Body may have used the same check in payment of the purchase price, at any rate the Parent Body did not deposit the check to their credit or issue another of like amount.

It will be observed that in their statement of Assets they estimated the worth of the good will of the Negro world at \$60,000. in arriving at their Net Worth of \$32,390.13-an appreciation of \$13,444.80 in four days ownership.

Balance Sheet Assets:

It is stated that the General funds of the Parent Body and the Construction funds amounts to \$10,913.67 which was the bank balance as of July 31st. Both statements are false. The book balance (Cash Book p. 17) shows \$3,286.41 and adding the amount of checks not yet paid by bank on July 31st of \$1,249.64, the true bank balance of \$9,536.25 is arrived at.

It is stated that there is also a bank balance of \$1436. to the credit of the Negro World which is also to be credited to the parent body by virtue of the purchase of the good will of said Negro World. If a corporation, this cannot be, if privately owned, as appears to be the case, there are also the liabilities, if any, to be considered.

Accounts Receivable:

It is stated that the item of \$37,690.52 represents the balance due by the various branches of the U. N. I. A. to the Parent Body on the 20 percent dues, but the fact that they are arrears militates against considering the item a life asset.

It is stated that the item of \$33,664.80 represents the correct amount of the Death Tax due by the various branches to the Parent Body. The amount which should have been received from Death Tax is \$33,227.00, and only \$19,500.00 have been received, which gives the uncollected balance of \$13,727.00 above stated. If this is to be considered an asset and the fact that the arrears are so large in proportion to the amount paid in indicates its worthless character then the

appears	\$33,664.80	and the amount claimed to
have been paid in	<u>19,500.00</u>	
	\$13,727.00	
less Death Grants paid	<u>1,275.00</u>	
	\$35,952.80	

should be charged as a liability in view of General Laws, Article 1, t. 23, reading as follows:

"Sec. 23. A death tax of 10 cents per month shall be levied on each member, which shall be separate and distinct from the regular monthly dues, and the death tax so levied by each local Division or society shall be forwarded to the Secretary General of the Universal Negro Improvement Association and African Communities' League to be lodged to the credit of the Association's death fund; and on the death of a member who has paid up his or her last month's complete dues a sum of seventy-five dollars shall be granted from the death fund for his or her burial."

According to our analysis of Cash Books only \$16,523.62 was paid in to July 31 and \$1500. paid out.

It is stated "therefore the total assets of the Parent Body as per balance sheet is \$335,340.71" but it would be much nearer the truth to say they were only \$30,000. as shown by our comparative analysis which against the Net Worth as shown in published statement of \$8 2,590. 15, shows a deficit of \$67,082.43 represented chiefly by the official salaries and loans to the bankrupt Black Star Line, Inc.

Books and Witnesses:

Practically all the books needed are in possession of the writer, being obtained under subpoena duces tecum on January 12th.

The witnesses necessary will have to be decided upon in conference with the United States Attorney.

Respectfully submitted,

Expert Bank Accountant.

New York City, N. Y.
October 31, 1932.

William Hayward, Esq.,
United States Attorney,
New York City, N. Y.

Sir:

In the case of U. S. vs MARCUS GARVEY, et al, and further
to summary report of October 28th thereon, the following may prove
of interest:

Point One.

In a supplementary proceedings examination of Marcus Garvey
held in the Supreme Court of Bronx County, New York City, August 19,
1932, Mr. Garvey made the following statements under oath (THE CRISIS
Vol. 25 No. 1 November, 1932 Whole No. 145.)

- Q. Has the Black Star Line any property whatsoever at the present time?
- A. It has property in its name, but it is all mortgaged.
- Q. What property is that?
- A. At 55 West 135th Street.
- Q. What do you mean by the property being all mortgaged?
- A. Well, there are three mortgages on it, first, second and third.
- Q. Who holds the first mortgage?
- A. Some outside corporation. The secretary can give you the name of that corporation.
- Q. Who owns the second mortgage?
- A. The second mortgage is owned by the person we bought the property from.
- Q. And who owns the third?
- A. The Universal Negro Improvement Association.
- Q. For what com...
- A. The Negro...
- the Black...

... to ...
...
...

HOW ...

How long ago was this money borrowed?
With two years.

Has the Universal Negro Improvement Association received any of its money in return?

A. No, it has not.

Q. Has the Black Star Line paid any interest on that loan?

A. No.

Q. What is the present indebtedness of the Black Star Line?

A. Approximately \$200,000.

Q. And what are the assets of the Black Star Line?

A. There are no assets.

Q. What is the equity in this building at 56 West 135th Street?

A. Well, we have no equity, because it is all mortgaged. Even if the building were to be sold we would not get anything because the mortgage is out of our control.

In making the statement that the consideration for the \$10,000.00 third mortgage was received in cash and that it actually went into the treasury of the Black Star Line, he testified falsely, as will be subsequently shown.

Furthermore, it is apparent from all the surrounding circumstances that his real object in going through the motions he did was to put the equity of the Black Star Line, Inc., in the property at 56 West 135th Street beyond the reach of its creditors as will also be subsequently shown.

The first indication of this transaction appears in the Minute Book under date of July 17, 1921, (it is not indicated whether Garvey was present at this meeting, which was about the time he returned from the West Indies, but he is shown to be present at the next meeting on July 20, 1921,) where it is stated that funds are needed by the company to finance the purchase of a steamer for the African trade and the U. F. I. A. offered to lend the sum of ten thousand dollars to the company provided said loan is secured by a mortgage on the property of the company located at 56 West 135th Street, Borough of Manhattan, County of New York, which mortgage shall be for a period of one year with interest at 6%. It was resolved and adopted that the officer be authorized and empowered to execute all proper instruments to carry such acceptance into effect on behalf of the company, to receive said \$10,000. in cash and to do all other things in connection with such mortgage as may be found necessary for its proper consummation.

This minute was read at the meeting on July 20, 1921 (Garvey present) and accepted without correction.

On the same day, July 20, 1921, at a meeting of the Executive Council of the U. F. I. A. (Garvey was present) it was unanimously carried that all loans to the Black Star Line should be invested in U. S. Government bonds. This proposed transaction was...

At this time, July 20, 1921, the ledger of the Black Star Line, Inc., page 487, shows a balance due in account "Loans payable U. N. I. A. Parent Body" of \$34,780. and on July 23, 1921, the Black Star Line, Inc., issued their check #4233, to the U. N. I. A. Parent Body for \$34,780. in payment.

The books of the U. N. I. A. Parent Body show loans made to July 20, 1921, to the Black Star Line, Inc., in the total of \$33,440. but as a matter of fact, neither are correct, the actual amount loaned to this time being \$29,290.

Thus a balance of \$4510. was still owing by the Black Star Line, Inc., although there is every indication they all believed they had cleared all indebtedness. In addition to which the following loans were subsequently received by the Black Star Line:

July 21, 1921	\$1000.00
Aug. 5, "	1000.00
13, "	1000.00
31, "	1000.00
Sept. 8, "	130.00
Oct. 15, "	50.00
Dec. 13, "	200.00
Jan. 6, 1922	<u>200.00</u>

a total of \$4580.00, which added to the previous balance of \$4510.00 leaves \$9,090.00 due by the Black Star Line, Inc., to the U. N. I. A. Parent Body as of January 6, 1922, but again from this should be deducted the following loans made to the U. N. I. A. Parent Body by the Black Star Line, Inc., and never repaid:

July 14, 1919	\$ 265.44
17, "	85.00
18, "	252.00
Aug. 16, "	125.00
Dec. 5, "	150.00
May 15, 1920	50.00
June 24, "	50.00
24, "	10.00
Oct. 7, "	18.56
June 30, "	48.00
Nov. 7, 1921	<u>400.00</u>
	\$ 1475.00

and in addition a balance of \$250.50 in loans made to and by the U. N. I. A. School, leaving in the final accounting a balance of \$324.50 due by the Black Star Line, Inc., to the U. N. I. A. Parent Body from which, however, \$3850. should be deducted for the purchase price of office furniture, leaving a net of \$3,864.50 still due.

But all this is beside the mark and is only given so that a true picture of all the conditions will be shown.

On July 16, 1921, their office furniture, etc., was ordered sold to the U. N. I. A. for \$3500. cash, which payment was never directly made.

On July 21, 1921, a check for \$5000.00 was authorized to be cashed for \$30,000. cash.

On July 21, 1921, their balance in the Children Exchange Bank was \$10,000.00.

At a meeting of the Board of Directors on October 31, 1921, it was resolved that as the corporation was being pressed by claims from numerous creditors threatening suits and attachments and that as the corporation was without means to pay said claims, or any part thereof, without selling such of its personal property and effects as it had not previously disposed of and the African Communities League, a domestic corporation, had offered to purchase the automobile truck owned by this Company and to pay therefor the sum of \$2000. cash, which offer is fair and reasonable, that this Company accept the offer of said African Communities League to purchase said auto truck and that the President of this corporation be and he is hereby authorized and decided to make proper transfer and sale of said auto truck to said African Communities League upon receipt of amount offered.

Except a loan of \$200. from the African Communities League on December 15, 1921, and \$100. of this was repaid December 30, their Cash Book to January 6, 1922, does not indicate the payment of any part of this \$2,000. It is true that in April, May and June 1921, they had borrowed \$1700. from the A. C. L. which was never repaid.

It has been stated to the writer by Elie Garcia, Secretary of the Black Star Line, that after the bank balance was attached in October, 1921, all moneys received were turned over to the Black Star Steamship Co. of New Jersey and checks would be taken from the latter as needed.

On November 16, 1921, at which time the balance in the Chelsea Exchange Bank was only \$592.05, check #1565 of the Parent Body of the U. N. I. A., bearing date of November 16, 1921, to order of the Black Star Line, bearing the words:

"Balance mortgage 54-56 West 138th Street and purchase price of office furniture"

in the amount of \$2340, signed by Marcus Garvey, President General and G. E. Stewart, High Chancellor, was issued. This check bears the endorsement, in blank,

"Black Star Line, Inc.,
George Tobias, Treasurer."

and is followed by the endorsement of the Parent Body, also in blank,

"Parent Body,
U. N. I. A. & A. C. L.,
54-56 West 138th Street,
New York City, N.Y., U.S.A.
G. E. Stewart
High Chancellor
U.N.I.A. & A.C.L."

It is true this check appears in the Cash Book (Receipts) but it was not deposited to the credit of the Black Star for the very good reason that there were not sufficient funds, instead, Tobias, the Treasurer, as has been shown, signed and turned it back to the Parent Body of the U. N. I. A. in the Cash Book (Disbursements) page 120, under date of 1921, shows for the

"Disbursements of U. N. I. A. Const. Bonds, \$2,340.00."

Book of the Parent Body of the U. N. I. A., under date

of November 16, 1921, page 24, records the sale of \$9540. in Bonds to the Black Star Line and the receipt of their check on November 19, 1921, for \$9540.00.--(It being their own check) and which check was deposited by the Parent Body of the U. S. I. A. to their credit in the Chelsea Exchange Bank on November 21, 1921. Of course it being their own check the bank also charged their own account at once.

That neither the U. S. I. A. Parent Body or the Black Star Line, Inc., having \$9540. in cash, the true status of the transaction is merely that of book entries and as disclosed by the minutes of the Black Star Line, Inc., was merely for the purpose of putting their credit in the property at 14-06 - at 1824 - on the books of the company, and the concern was bankrupt and had always been up. Further, the so-called bonds were not bonds at all, but merely promises to pay, without security, and their purchase was not authorized at any meeting of the directors of the Black Star Line, Inc. On the contrary, the \$10,000. was to be used in the purchase of a steamer for the African trade.

POINT TWO.

The Cash Book of the Parent Body of the U. S. I. A., page 33, under date of November 19, 1920, indicates a loan of \$2000. in cash to the Black Star Line, Inc., but no receipt is to be found anywhere in the records of the Black Star Line, Inc., of its receipt.

This amount was part of check #534 dated November 19, 1920, of the Parent Body of the U. S. I. A., on the Chelsea Exchange Bank to order of cash in the amount of \$2000.00, signed by Harbord Carter, President General and G. W. Stewart, Chancellor, without endorsement and was paid by the Bank, November 19, 1920.

As to what became of it?

POINT THREE.

As to what became of the \$5,000.00 cash for sale of truck mentioned on page 2, which Garvey alone was authorized to negotiate.

Respectfully,

Secretary.

November 1, 1922

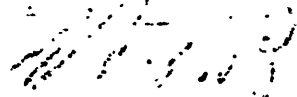
MEMO

Mr. Wm. D. Sullivan,
U. S. Customs Station,
New York City, N. Y.

Dear Sir:

Receipt is acknowledged of your letter of
October 26, 1922, in which you request copies
of the report of the investigation of the BUCKE SHAR
and the report of the BUCKE SHAR ASSOCIATION,
New York City, N. Y.

Very truly yours,



Director.

New York, N.Y. Oct. 25 th
v.1,1922. No7. 1,1922. James E. Amos.

RE: U. S. vs MARCUS GARVEY : Violation Section #215 U.S.C.C.
Using the mails to defraud.

New York, N.Y.

Agent interviewed GEORGE HARRIS, #135 West 135th Street, Editor of the "New York News" for the purpose of getting in touch with some one who could tell him of GARVEY'S past life, and received the names of several men who HARRIS thought could give Agent the desired information.

Among the names was one W. A. DOMINGO, #110 West 143rd Street. However, Agent has been unable to find DOMINGO in; also HERBERT DeLISSE, Kingston, Jamaica, B.W.I. Special Agent in Charge L.W. Brennan has written a letter to the Director regarding this individual. The names of THEO. BURELL, 129th Street & 7th Avenue, also ALI DJSE MOHAMMED, were furnished, but these two men are out of town. Agent will get in touch with them as soon as they return.

Agent also interviewed MRS. MARION E. CLARK, Chief Alien Div. State Employment Bureau, who has had GARVEY in her office on several occasions because he has failed to pay employees. CLARK could furnish no information of value in this matter.

190-1781-6

REPORT MADE AT

New York City, N.Y.,

Attorney J. Davis

TITLE AND CHARACTER OF CASE

IN RE: U. S. VS BLACK STAR LINE (Marcus Garvey, et al)
Violation Sec. 219, U.S.C.G., Using Mails to Defraud

FACTS DEVELOPED:

I am attaching summary report compiled by me, made up of statements made to the public and sent through the mails by Marcus Garvey and other defendants in this case.

This report is self-explanatory.

REFERENCE

COPIES OF THIS REPORT FURNISHED TO:

100-1781-6 (1) N.Y. (2)

190-1781-6
61-826

NOV 21 1932
November 21, 1932.

U. S. vs BLACK STAR LINE, Inc.

(MARCUS GARVEY, et al.)

Summary Report.

By Mortimer J. Davis/

This report is intended to be a summary of the public announcements and statements of the Black Star Line, principally through the medium of the "Terror World," the weekly newspaper of the Universal Negro Improvement Association. That most of the statements of the Black Star Line as to financial condition were not founded on the strict truth, and that many of them were inaccurately, if not purposely, misleading, will be apparent from a comparison between the statements quoted herein and the actual condition of the corporation at the various periods covered as indicated in the report prepared by expert bank accountant Harshless from the books of the company. It will be shown below that practically at all times the officers of the Black Star Line, Inc. who are now under indictment, for the purpose of selling stock to the public, led everyone to believe that the company was financially solvent; that there would be a financial return on the investment in the way of dividends; that the company was officered by persons experienced and capable in the handling of maritime affairs and that on the whole the Black Star Line was a successful enterprise commercially and financially. That the company was in a solvent condition during any part of its existence is disproved by the accountant's examination of the corporation books and records. Likewise this report shows, and it is admitted by the officers of the company, that no dividend of any kind was ever paid to stockholders nor was there ever a reserve or surplus for such purpose. Among the corporation officers who are under indictment, there was but one who had the least experience with the handling of ships, O. M. Anderson by name, and his connection with that business had been in the capacity of a clerk in a West Indian concern for a short period.

This report will be concerned with the more general activities of the Black Star Line, Inc., leading up to the violation charged in this case, i.e., the fraudulent use of the mails in connection with the U. S. "Phyllis Wheatley." For the purpose of indicating that the "Phyllis Wheatley" incident was not an isolated one in the history of that company, but is rather the outcome of the reckless, unscrupulous and questionable business policy upon which the Black Star Line has been run from its inception and the manner in which it has handled the funds entrusted to it by a gullible and believing public.

A private corporation, the Black Star Line was chartered on 5-27-32 for \$100,000. The original capital was later increased to \$1,000,000. The first offering of stock started during July, 1932. On August 10th of that year a meeting was held

1.
190-1781-6

at Carnegie Hall, N. Y., for this purpose, at which Marcus Garvey, President of the Black Star Line, was the principal speaker. Garvey, in the course of his speech stated to the audience that the Black Star Line contemplated the launching of a steamer on October 1st. to Africa. (Para 3, Col. 10.) That what said Garvey had in mind is not known, but it is a fact that when he made this remark to the audience, which was later put into printed form and sent through the mails, the Black Star Line did not have in its possession any ship fit for service to Africa. Undoubtedly Garvey contemplated the sale of sufficient stock to purchase such a ship by October 1st, but the records show that up to that date about \$30,000 worth of stock had been sold and paid for. This amount, of course, might have been sufficient for a first or initial payment on a good ship, yet there was no assurance that the public would continue to support the scheme by the further purchase of stock to provide the added funds needed; likewise, the corporation minute book shows (see purchase of "Yarmouth") that even a ship could have been obtained had the line been able to pay cash. Favoring and the promised, however, Garvey, (evidently realizing that they were in no position to make it good,) entered upon a public campaign of advertisements and speeches, made up largely of gross misstatements and exaggerations, also he entered upon the corporation an extensive contract with Morris, Merrill & Co., steamship agents, for the charter and final purchase of the "Yarmouth" which in itself indicates the unbusinesslike and inexperienced manner in which he was handling the company's funds. The history of these negotiations is gone into fully in the report of Accountant Morrisless and my previous reports.

The genuine advertising campaign carried on the waves of the "Negro world" is best illustrated by various quotations. Many of them occurred full page, and practically all carried a picture of a large, ocean-going steamship. One of the first, in the issue for August 30th, 1919, reads:

**"OVER THE TOP"
What?**

A direct line of steamships, to be owned, controlled and manned by negroes, to reach the negro peoples of the world.

(drawing of steamship)

THE BLACK STAR LINE, INC.

Capitalized at \$500,000. under the laws of the State of Delaware.

100,000 shares of common stock now on sale at par value of \$5. each for a limited time only, at the office of the corporation, 56 West 125th Street, N. Y. City. Phone-----

The Black Star Line, Inc. is the result of a Fernleean effort. DR. J. M. H. HARRIS, a well-known Negro scholar, in July 1917 formed a society known as the Universal Negro Improvement Association and African Communities League of which he is now President General.

The Association now has enrolled membership of 15,000 persons, with branches all over the U.S., Canada, South and Central America, the West Indies and Africa, etc."
(Note: Underlining mine--H.J.D.)

Here we have Garvey stating that the Black Star Line is "His." And undoubtedly it was, for although when circumstances make it necessary, he will throw blame for failures on "dishonest associates," practically every witness examined by Agents of the Department of Justice up to this time states emphatically that at no time during the career of the Black Star Line did anyone dare even suggest anything not fully in accordance with Garvey's own plans or ideas without fear of being branded a "traitor" and facing instant dismissal. Instances of this are numerous. Note also that this advertisement states that the U. N. I. A., the parent of the Black Star Line, has an enrolled membership of 15,000 persons. It will be interesting to note how, in a short time, this membership suddenly increased to 2,000,000, 3,000,000 and finally "over 4,000,000." The Association books are in such a jumbled condition that the actual membership is unattainable, but surely, if we are to place any reliance upon the recorded amount of dues paid into the organization, either its membership was not even near those figures or the advertisements wilfully lied for the purpose of leading the negro public to the belief that the Black Star Line "was backed (financially) by the full strength of the Universal Negro Improvement Association's 4,000,000 members."

On October 31st, 1919, with much pomp and ceremony, the S. S. "Yarmouth", called by the Black Star Line the "Frederick Douglass," was exhibited to the public as "the property of the Black Star Line." In the Negro World for November 8, 1919, over his signature, Garvey stated:

"We have launched the first ship of the Black Star Line, the S. S. Frederick Douglass."

"The first step, the S.S. Frederick Douglass is now afloat, and it is the determination of the directors to float a ship every two months, and we have decided to float the second ship, which will be named the S. S. Phyllis Wheatley, on the first of January, 1920.....The Phyllis Wheatley will be put on the African route and sail between America, Liberia and Sierra Leone, West Africa."

The "Yarmouth" then, is the ship which Garvey, in August, 1919, promised would sail for Africa on October 31st. However, he failed to tell his stockholders and the public that on October 31st, when the "Yarmouth" (alias "Frederick Douglass") was "launched" that it did not belong to the Line because they were not able to procure the cash necessary to buy her, and failing in this had temporarily chartered it from the owners. Yet previous to this, on September 27th (See Negro World, Page 1,) Garvey, over his own signature stated:

"The first ship of the Black Star Line was inspected at 135th Street and the North River in New York City Sunday, Sept. 14, by fully 4,000 members of the race. This ship, that is to be rechristened the "Frederick Douglass," will be ready and will sail from New York on the 31st of October as the property of the Negro people of the world, purchased through the stockholders of the Black Star Line Steamship Corporation."

As a matter of fact, this boat did not pass to the ownership of the Black Star Line until they received the bill of sale from the

owners, many months later, the delay being caused by the Line's inability to meet its payments. The "Yarmouth" (the name was never officially changed to the "Frederick Douglass") did not sail for Africa, nor was it ever intended for that purpose. Mr. Merrilee's report will show that, after paying a considerable sum as an initial payment on this boat to the owners and failing to raise the balance necessary to obtain it, Garvey contracted for its charter for a trip to the West Indies. In addition to paying a monthly sum for this, the cost price of the ship was raised considerably from the original cash offer. The circumstances are plain, however. The Line had to have a ship at all costs to make good its many promises and enhance the stock selling possibilities in such acquirement. Thus they entered into the various agreements with Harriss, Magill & Co. to purchase, for \$168,000, in addition to the price for charter, this thirty year old ship in dilapidated condition, and this at a time when many and good ships could have been obtained at ridiculously low prices. The subsequent history of the "Yarmouth" is covered in Accountant Merrilee's report.

The advertisement quoted above was of course changed in text from time to time and some of the phrases added are noteworthy. Following the "launching" of the "Yarmouth," screaming full page ads were carried in the "Negro World." In the issue for November 8, 1919, page 5, we find the following in an advertisement:

"A great victory was gained for the race when the first ship, S.S. Yarmouth, to be rechristened the S.S. Frederick Douglass, was launched on Friday, Oct. 31. This ship will trade between New York, the West Indies and Panama, carrying freight and passengers. We want your help to launch a ship every two months until the Negro becomes a power in the maritime world. Help yourself to make money and become prosperous. Unfold profits will be reaped from the various Negro countries of the world for those who invest now.

.....
 "Send in any buy your shares today.
 THE BLACK STAR LINE, Inc.

.....
 "The association (U.N.I. and A.C.L.) now has a membership of over two million persons....."

"THE BLACK STAR LINE, Inc.,
 is backed today in its operations by full strength of its organization--to say the least of millions of other Negro men and women in all parts of the world.
BUY YOUR SHARES TODAY AND NOT TOMORROW."

The "Yarmouth" was never rechristened the "Frederick Douglass" because the Canadian authorities (the boat was owned by a Canadian Corporation) would not transfer its registry, not being satisfied that the Black Star Line was officered by responsible persons. Documentary evidence of this is available. And Garvey knew this when the above statement was made, for a Black Star Line, Ltd. of Canada was formed, to circumvent the ruling, without success. Note also that, instead of "being launched for Africa" the Yarmouth is now advertised to "ply between New York, the West Indies and Panama." Regarding the statement that freight and passengers would be carried, the books of the company show that this was accomplished on its few trips at a noted loss in each instance. Then, in the ad. the negro public is told to "help yourself to make money and

become prosperous," and that "untold profits will be gathered.... for those who invest now." Rather than making profit, the "Yarmouth" like all the boats acquired by the Line, was a losing proposition at every stage of the game, but instead of taking the first loss and mending its ways, or informing its stockholders and the public of the temporary setback, the Directors, led by Garvey, continued to advertise the "money making possibilities" of the investment and sunk more and more of the public's money into this boat. The former captain of the "Yarmouth", Joshua Cockburn, and the purser, George DeMoth, are Government witnesses and are willing to testify to the manner in which this vessel was handled. Cockburn states he was captain in name only and that Garvey was "captain on land as well as on sea." DeMoth tells a startling story of wasteful expenditures on the "Yarmouth," particularly in the West Indies. He has telegrams and other documents to show that, from New York, the boat was ordered to various places in the West Indian Islands merely for the purpose of exhibiting it to the public and selling stock. On none of these trips did the boat carry sufficient passengers or freight to justify the expenses for the trip. Even on the boat's return to the United States, DeMoth and Cockburn are able to show that despite the fact that the boat had aboard a perishable cargo for New York, Garvey ordered it to Boston "because he wanted to show it to the people" for the purpose of selling stock. Of course the cargo was spoiled and resulted in one of the many libels which were subsequently filed against the ship.

Note also in this advertisement that the membership of the U. N. I. A. and A. C. L. "which is backing the Black Star Line in full strength" has suddenly jumped from 15,000 to 2,000,000. Garvey and his officers will either have to admit that this is false or explain why the association books do not show dues from anywhere near the latter number. Of course they may claim that the Line had the "moral" support of that number, but is that the impression conveyed by the wording of the advertisement?

As I have stated above, this period of the Line's existence was marked by much stock selling activity and the advertising campaign was supplemented by speechmaking, throughout the country in negro centers. An army of speakers headed by Garvey toured the various large cities during the latter part of 1919 to gather in the spoils. In addition, each issue of the "Negro World," organ of the U. N. I. A. and of which Garvey is and always has been the Managing Editor, carried stirring articles signed by Garvey calling for subscriptions to stock, as well as stenographic reports of the speeches delivered at various points. One such article signed by Garvey appears in the issue for September 27, 1919, (Page 1) in which he states:

"The per value of the stock will go up."

"Buy your shares today and you will make money in the next 12 months....."

"If you have \$500 to invest for profit, then invest it now in the Black Star Line....."

In the "Negro World" for November 22, 1919, Page 1, Garvey, over his signature states:

"Every negro may rise to fortune and to greatness by investing today and right now in the Black Star Line Steamship Corporation. Opportunity knocks at every man's door but once, and it is knocking now for you."

In the "Negro World" for November 29, 1919, Page 1, Garvey stated:

"We shall start steamship lines, factories and banks....."

"If you men and women of the race desire, therefore, to be partners in the great cause of a remodeled world wherein the Negro shall merit respect and esteem, then I say unto you:.....
.....help the Black Star Line Steamship Corporation to float a new ship every two months.

"The second ship of the Black Star Line will be launched between January and February, 1920, for the African trade....."

By what means Garvey intended or hoped to "float" a ship every two months is not known, especially when one takes into consideration the fact that he had been unable up to that time to pay for the one already "purchased." And here again he speaks of launching a ship of the Black Star Line "for the African trade."

In the "Negro World" for December 13, 1919, Garvey said:

"For God's sake and the Race's sake, don't allow anxious Negro crooks to launch any scheme at your expense to rob you of your money and to set back the race one hundred years. You may invest your money to bring you profit by buying your shares in the Black Star Line."

By December 27, 1919, however, Garvey had doubled (on paper at least) the number of ships the Black Star Line intended to float for while, on November 22nd (see above) he suggested a ship "every two months," a little more than a month following he said:

"Whilst 1919 gave us one ship I am now appealing to the race the world over to so resolve on the 1st of January, 1920, that by the 1st of December, 1920, the Black Star Line may be able to present to the world twelve new ships owned and manned by the negro race."

During the period covered by the statements quoted above, the "Yarmouth" (or "Frederick Douglass," as Garvey insisted upon calling it) had reached Cuba after many difficulties. This was hailed with much joy by the line officials in New York, who held celebrations and meetings of various kinds at which "this wonderful achievement" was the signal for more stock selling. As a matter of fact, the pomp and ceremony attending the sailing from New York and arrival at Cuba of this boat was of such tremendous proportions that it overshadowed completely any thought of efficiency and economy in the running of the boat; no one appeared interested to know what connection this had with the making of profit for the stockholders or the company treasury or how it was providing for future dividends. It was admitted to the writer by at least two of the four indicted officers of the Black Star Line and several other officers who may be witnesses, that the "Yarmouth" was generally regarded as a "propaganda ship" for the further sale of stock and for no other purpose, and I will show later in this report that Garvey so admitted, under oath, on the witness stand. I believe, also, that the corporation minute book contains a statement of this kind made by one of the officers at a meeting of the Board of Directors (see Accountant Lerville's report.) This is but a single

instance of the manner in which Garvey was spending the money entrusted to him by the unfortunate stockholders who, of course, knew nothing of the "inner workings."

Following the "tremendous success" of the Yarmouth, Garvey decided to increase the capital stock of the corporation, so, during February, 1920, at a special meeting of the stockholders the capital stock was increased to \$10,000,000.

Despite this "success" however there was much dissention and dissatisfaction among many of the stockholders over the reckless management of the company. This was brought to a climax by the seizure of the "Yarmouth" by the United States Marshal when the ship was forced to return to port during January, 1920, with a cargo of whiskey. This publicity undoubtedly affected the sale of stocks, and, finally, being forced to render some explanation and reassurance to the people, he, (Garvey) on February 4th, addressed them at Liberty Hall, New York. His speech is reported in the "Negro World" for February 14th, 1920, under the caption "THE REAL FACTS ABOUT THE BLACK STAR LINE GIVEN BY ITS PRESIDENT IN NOTABLE ADDRESS AT LIBERTY HALL." Of course Garvey charged that all reports that the Black Star Line was not the success it claimed to be were "plots by the enemy." In the early part of his speech he states:

"If anybody had anything to ask about the Black Star Line the proper person to ask is the president of the Black Star Line. If there is any information to be given he at least ought to know more about matters than anybody else."

Garvey then launched into an explanation of the whiskey deal, the summons to appear before the U. S. Grand Jury, and the manner in which he had "settled" the matter with the District Attorney, intimating strongly that the trouble was the result of dishonest "enemies" of the Line. Yet, in view of his statement quoted above, he sidesteps the issue by saying almost in the same breath:

"The cargo for the ship was contracted for during my absence in Canada when I went on vacation. When I came back I found the situation on my hands, and I had to deal with it so as to protect the interests of the corporation."

This would indicate (and I think Garvey so intended to indicate) that "something had been put over" on him during his absence. But in the very next paragraph of his speech he is reported as saying:

"I realized when the cargo was contracted for that we had a big job on our hands. I tried to complete the job by sending the ship away, even though they plotted at the last moment to hold up the ship..... We had no officers of the corporation performed our duty when we handed the ship over to our captain. The moment he cleared we were no longer responsible for the ship....."

So that he apparently contradicts himself in the same speech, for, according to the above, he did have full knowledge of the contract before the ship sailed. If the cargo and contract were so undesirable, why did he, as President, permit the deal to go through? Captain Joshua Cockburn and E. D. Smith-Green, government witnesses, can testify fully regarding this incident. Here again it is interesting to note that whenever anything "serious" occurs Garvey is conveniently absent. Dismissing this matter, however, Garvey told his

audience of the "strength" of the corporation and asked for their continued support, assuring them that although the course of the Line had been beset with troubles and setbacks, it was "as solid as a rock"--

"Up to now we have not sacrificed anything. We have not lost anything. Those of you who have invested \$5. or \$100. in the Black Star Line, you have not lost anything. Your \$5. or \$100. are still there, and we are expecting to give you your dividends no matter how small, at the end of the first financial year when it comes.....

.....
"When the white man buys one ship and it goes down, does he cry? No! He buys ten more. And it is the same with the Negro. If he goes into business he goes into it with the same spirit and determination. If he loses one ship he is prepared to put up two more. Anyhow, we are not at the point where we are expecting any failure, but, on the contrary, the Black Star Line is stronger than ever. From the time we started we have been growing, growing to now, and we are the strongest now, and on Sunday we will present you with the first certificates stamped with the ten million dollar capital of the Black Star Line. And at the same time we will present you with the certificate of the Negro Factories Corporation, capitalized at \$1,000,000. Therefore, we have absolutely nothing to worry about, except that we are going on to buy and build more ships, and put up factories, to find work and employment for ourselves and our children."

Then, after intimating to his audience that he was not in agreement with the acceptance of the whiskey cargo by the Black Star Line, Garvey goes on to say:

"Long news articles have appeared in the French, English and Canadian and foreign newspapers telling about the S. S. "Tarnouth" with a cargo of whiskey valued at \$4,800,000. Everybody all over the world knows that the Negro has a ship with the richest cargo afloat on board. Have you heard much about the White Star Line? No, but everybody is hearing about the Black Star Line with its \$4,800,000. cargo and the price is going up every day. Before that ship reaches Havana that cargo will be worth about \$10,000,000."

He continues in this vein, leading to the belief that the Black Star Line owns the cargo. This of course is not true, and whether the cargo be worth \$10,000,000. or \$10.00, the contract shows that the Line will receive only the stipulated rate for carrying the freight. There is no record that Garvey, in similar public manner, or in any other in fact, informed the stockholders that instead of an expected profit they had suffered a complete loss on the deal.

Concluding his speech, Garvey, again assuring the worried stockholders, states:

"Do not for one moment let the thought hover in your mind that anything is wrong with the Black Star Line. If you doubt what I say, come to the office of the Black Star Line and you will see two buildings now linked into one. And where we had a staff of a few people we now have a staff of five times the size, and we are doing real business."

Of course the Accountant's report will show that the statement "your

\$5. or \$100. are still there" is utterly without truth. And where Garvey expected to pay the dividends "no matter how small" is still another of the many unsolved mysteries that Garvey will no doubt have a difficult time explaining. It will also be interesting to compare his statements that "the Black Star Line is stronger than ever" and "we are the strongest" with the actual financial condition of the line at the time in question.

Garvey's assurances of the strength of the Black Star Line did not end with that meeting, for, in the "Negro World" for March 6, 1920, Page 1, he states:

"Our stewardship of money that has been intrusted to us in the past is the best guarantee we can offer for trust and confidence in us. Seven months ago today the U.N.I.A. and Black Star Line Steamship Corporation had a very small bank account. Today the U.N.I.A. publishes a newspaper with a circulation of over 40,000 and owns Liberty Hall and the adjoining lot and two office buildings at 64 and 56 West 135th Street. Today the Black Star Line owns the S. S. "Yarmouth", soon to be rechristened the S.S. "Frederick Douglass," and will soon launch on the high seas another steamship to fly the colors of the Black, the Red and the Green....."

"We have already launched one ship; we will soon launch others and erect factories in Harlem. We are offering shares for sale in the Black Star Line and Negro Factories Corporation at \$1.00 each. These corporations will declare dividends at the end of the financial year."

The statements in the first paragraph should be compared with the actual facts as shown by the books. The second is self-explanatory.

And again, on February 14th, 1920, Garvey wrote as follows to the "Negro World:"

"This week I present you with the Black Star Line Steamship Corporation recapitalized at ten million dollars. They told us when we incorporated this corporation that we could not make it, but we are now gone from a \$5,000,000 corporation to one of \$10,000,000. Our purpose is to place upon the high seas a merchant marine service to man. Our ships shall anchor in every port of the world. The colors of the Black Star Line shall float from every mast, and the faces and nations of the world, white, brown, and all shall their hats and salute the colors of the red, the black, and the green, the emblem of Negro liberty, the emblem of a free and independent Africa."

The promise of "launching other ships" was followed, during March, 1920, by the purchase of a ferryboat called the "Shajyside." A history of this boat is interesting. It was built in New Jersey during 1873 at a cost said to be about \$25,000. It was practically a total loss when one Leon Swift, a ship broker, acquired it for \$1. and other valuable considerations." He claims to have spent "upwards of \$30,000" putting it into running order. Upon being interviewed by me some time ago he stated that when he learned the Black Star Line was in the market for a ship he went to them and suggested that they acquire the "Shajyside" and run it up the Hudson River on excursions, suggesting that this would be "good preparation" for their stock salesmen. Garvey and O. M. Thompson, agreed and

March 24, 1920, signed a contract with Swift to purchase the boat for \$25,000, on time payments. Delivery was made to the Black Star Line on April 10th, 1920. In small amounts Swift has received \$17,000. of the purchase price. The Black Star Line had the boat insured for \$45,000. During the winter of 1920-1921 the boat was wrecked by ice in the Hudson River and has since been pronounced a total loss. Garvey has made an assignment of the total insurance to Swift so that he may recover the \$17,000. due him. Swift has entered suit against the insurance company for the total amount of the policy and when last interviewed had high hopes of recovery. I have asked officials of the Black Star Line why, if but \$17,000 was due Swift, they assigned a \$45,000. policy to him, and what was to become of the balance if he recovered. These officials state that they trust to Swift's honesty to pay them.

As I have stated, the "Shadyside" was nothing more than a ferryboat. Even after Swift spent the alleged \$20,000. on her he admits that he had much trouble securing a license from the Navigation Dept. to run her. And this, when secured, provided that the boat was not permitted to run outside the waters of New York Harbor. The boat was run up and down the Hudson a few times by the Black Star Line, and was used as nothing more than a stock selling scheme. The accountant's report will show that, like the "Yarmouth," this boat was a losing proposition at every stage of its short career..

I wonder if this is the boat "for the African trade" referred to when, on November 6th, 1919, (see above) after announcing the launching of the "Yarmouth" he stated that "we have decided to float the second ship, which will be named the S. S. "Phyllis Wheatley, on the 1st of January, 1920"; if this is the kind of boat which would make the Negro "a power in the maritime world" (see Black Star Line advertisements); if this is the class of boat upon which the corporation expected to pay dividends, "no matter how small"; rule "every negro rise to fortune and greatness" who invested in Black Star Line stock, and if this is one of the "direct line of steamships.....to reach the negro peoples of the world, etc.?" Garvey, of course, will state that the purchase of such a boat was within the scope of the line's charter, and that they expected to make money on the proposition, but the facts speak for themselves.

Closely following the acquirement of the "Shadyside", Garvey, on May 1st, 1920, announced that the line was about to launch a third ship, to be named the "Antonio Maceo," (ex "Zanawah.") Consideration should be taken of the fact that when Garvey purchased the "Shadyside", the "Yarmouth" not only had not been paid for, but was, in addition, a heavily losing investment, and when he entered negotiations for the "Zanawah" the same conditions existed with regard to both the "Shadyside" and the "Yarmouth." Of course Garvey and his officials must have known this, for the company's books were available to them, and in fact Garvey had already stated (on February 14th) that he, as President, "ought to know more about matters (of the Black Star Line) than anybody else."

There is of course no question in the minds of those who have followed the course of the Black Star Line under Garvey's guidance that the profit-making for the stockholder was secondary to that of propaganda for the support and furtherance of Garvey's political ideas and ideals. Economy, efficiency, sound business policy, advice of well meaning members and those versed in maritime affairs were totally disregarded so long as "enemies" could be outstripped in the race for Negro support. During the period between the incorporation of the Black Star Line and the purchase of the S. S. "Zanawah", (the third and last "ship" of the Line,) a bitter struggle was carried on, principally in New York, between the Garveyites on one side and other Negro factions (most of which were competing for Negro support with some sort of financial scheme) on the other. This is attested to by

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the columns of the "Negro World" during that time. Garvey's weapon in the fight was the Black Star Line, and he had to make it good (or at least appear to) or suffer defeat. This is approximately the situation which caused Garvey to recklessly plunge the stockholders' money into almost anything that, on the surface, would appear to make the Black Star Line look like an actuality and success. The manner in which he entered into the various contracts for the purchase and charter of the "Yarmouth," the acquisition of a useless ferryboat, and finally for a boat which later proved itself capable of sustaining itself along the Atlantic coast, combined with the funds he continued to sink into these losses even after he must have known beyond any doubt that further expenditures on them would be nothing short of criminal, disproves any claim that the business was being conducted according to the standards expected and required of a public corporation.

To prove conclusively that he was more anxious to overcome the criticisms of the "enemy" than preserve the stockholders' money, I refer to Garvey's own speeches as reported in the "Negro World" during April and May, 1920. During that period successive meetings were held for the purpose of again "reassuring stockholders." On April 21st, 1920, in Manhattan Casino, N. Y. City (reported May 1, 1920) Garvey stated publicly:

"We (the B.S.L.) have now two boats belonging to the Black Star Line, and in the next five days we will have the third ship. This is the kind of answer we give to our critics."

But was Garvey duty-bound to please his "critics" or protect the persons who had invested their good money? Certainly he never informed either critics or stockholders of the circumstances under which these ships had been acquired.

The purchase of the "Kanawah" (which they intended to rename the "Antonio Maceo") is recorded in the books of the company. Leon Swift, mentioned above, was the broker in the transaction. The owner was Marvin Briggs, Inc., 168 - 6th Street, Brooklyn, N. Y. It was built in 1899 at New York; 3200 h.p., takes a crew of 57, carries 55 passengers and 150 tons freight. The purchase price was \$30,000. contract dated April 24th, 1920, providing for \$5,000. down, \$10,000. on delivery and balance within six months. Although fully paid for, the Black Star Line experienced much trouble in so doing, and Mr. Briggs tells me that several times both Garvey and Thompson came to him telling of the serious financial troubles of the Line and pleading for time. On one occasion they asked him to forego his mortgage claim temporarily so that necessary repairs could be made. Title to the ship passed to the Black Star Line with their second payment. Captain Adrian Richardson and his assistant, one Sinek, are willing to testify for the Government as to the running of the "Kanawah." The ship made several trips to the West Indies, and is still lying at Antilla, Cuba, (since August 31, 1921,) an admitted (by Garvey and Swift) total loss. Richardson and his crew subsequently sued Garvey for unpaid salaries, obtained a judgment but have never been able to satisfy it. We have a very interesting report from the American Consul at Antilla regarding the circumstances surrounding the arrival of the "Kanawah" there and of the indifference and neglect exhibited by Black Star Line officials in New York in the matter.

Garvey's troubles with the "enemy" came to a head during June, 1920, when, during the week of June 12th, before Judge Knox in the Federal Court, New York, he sued the "Chicago Defender", a negro publication, for libel. Garvey received a verdict of \$6. I do not have copies of all the testimony in my possession, but in the "Negro World" for June 19, 1920, parts of Garvey's testimony are

reported. Much of it concerns the Black Star Line, U. N. I. A., and the "Negro world," and, I am quoting it herein so that such statements may be compared with what this and accountant Maxwell's report shows:

REGARDING THE U. N. I. A.:

- Q. What is the membership of that organization (the U.N.I.A.)?
A. The present membership is about three million people.
- Q. Where was this Association first organized?
A. It was first formed in the Island of Jamaica in 1914.
- Q. When you came to New York (about 1916) how large a membership did it have?
A. About 600 members.
- Q. How many members has it in the U. S. Now?
A. It has approximately one million members in the United States.
- Q. Who caused it to be incorporated?
A. I did.
- Q. About when?
A. In 1918 I believe.
- Q. Is it a stock corporation?
A. It is a membership corporation.

REGARDING THE "NEGRO WORLD":

- Q. Who owns the "Negro world"?
A. The African Communities League owns the "Negro World."
- Q. And what is the relation of the U.N.I.A. to the African Community League?
A. The stock in the A. C. L. is owned by the U.N.I.A.
- Q. What is its circulation?
A. Its present circulation is 50,000 copies. At the time that the label was published (about Sept. 1919-M.J.D.) its circulation was about 10,000 or 15,000.

REGARDING THE "BLACK STAR LINE: (General)

- Q. Are most of the members of the Black Star Line members of the U.N.I.A.?
A. A large number of the stockholders of the B.S.L. are also members of the U.N.I.A.
- Q. Mr. Garvey, what is the present value of the assets of the Black Star Line?
A. \$297,378.49.
- Q. In a general way, what do these assets consist of?
A. They consist of an equity in three ships.
- Q. What are the names of the three ships?
A. The Yarmouth, the Shalyside and the Kanawah.
- Q. What is the amount of the equity of the Black Star Line in the steamer Yarmouth?
A. \$180,000.

- Q. What amount was paid on account of the purchase of that ship?
A. \$120,000.
- Q. Since it was purchased what amount has been expended on repairs?
A. \$60,000.
- Q. Does the Black Star Line own that boat?
A. Yes.
- Q. Is the purpose of the Black Star Line to charter a dilapidated ship and set out on an ocean voyage to reach the shores of Africa?
A. No.
- Q. Is the purpose of the Black Star Line to establish a colony in Africa?
A. No.
- Q. Did the District Attorney (Kilroe, N.Y.) call for and receive the books of the Black Star Line?
A. Yes, he did.
- Q. Were those books delivered to him for examination?
A. Yes.
- Q. Have you ever been arrested or indicted for selling stock in the Black Star Line?
A. In Chicago in October, 1919, I was arrested for violating the Blue Sky Law.
- Q. That was because the Black Star Line had not obtained a license to do business in Illinois?
A. I was instructed by my attorney at that time that it was not necessary to hold a license to sell stock in Chicago.
- Q. After the article was published concerning the Black Star Line what did the Black Star Line do in order to counteract it?
A. We had to send speakers all over the country and to foreign countries where we had prospective subscribers.
- Q. Who paid the speakers?
A. The Black Star Line.
- Q. What was the amount paid to these speakers for there services?
A. Approximately \$25,000.
- Q. Did it own it ("Yarmouth") on Sept. 20, 1919?
A. Yes.
- Q. Are there any libels filed against the "Yarmouth"?
A. Yes.
- Q. Has the Black Star Line deposited monies to bond these libels?
A. Yes, \$10,500.
- Q. Does the Black Star Line own any buildings?
A. Yes, Nos. 64 and 66 West 135th Street, New York.

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- Q. How much did it pay for each of these buildings?
 A. For No. 56-\$15,000., and for No. 54-\$11,000.
- Q. How much equity has the company in these two buildings?
 A. Seven or eight thousand dollars.
- Q. Does the Black Star Line own any auto trucks?
 A. Two.
- Q. What did it pay for these trucks?
 A. \$4,000. for one and \$1,500. for the other.
- Q. Has the Black Star Line any money on deposit in the Bank?
 A. Yes.
- Q. Please state the amounts in the various banks deposited to the credit of the Black Star Line?
 A. In the Chelsea Exchange Bank \$16,000;
 In the International Bank of Colon \$500;
 In the Crown Savings Bank, Newport News, Va., \$300;
 In Brown & Stevens Bank, Philadelphia, \$200;
 With the Tremont Trust Co., Boston, Mass., \$3,000;
 There are also deposits in the Royal Bank of Canada in the island of Cuba; the Bank of Liberia, West Africa, and in the Bank of Lagos, Nigeria, Africa; all amounting to \$297,378.
- Q. That is the total valuation of the assets of the Black Star Line?
 A. Yes.
- Q. How many stockholders has the Black Star Line today?
 A. About 15,000 or 17,000.
- Q. How many did it have on September 20, 1919?
 A. About 9,000.
- Q. What was the paid up capital of the Black Star Line on September 20, 1919?
 A. \$45,000.
- Q. And what is the paid up capital today?
 A. \$333,000.
- Q. When you say paid up capital you mean the amount of capital stock actually issued?
 A. Yes.
- Q. That is, sold on the partial payment plan?
 A. Yes, inclusive.
- Q. What is the number of shares of stock that has been issued?
 A. 76,798.

REGARDING THE "YARMOUTH":

- Q. Between what ports does the "Yarmouth" operate?
 A. Because of the lies published in the Chicago Defender, we were forced to send the ship to far off ports where there were prospective purchasers of stock in the Black Star Line who had become doubtful of the existence of the corporation. We sent her to Panama, Costa Rica, Bocas del Toro, and now she is on her way to Kingston, Jamaica.

Q. The latter is the regular route of the boat, is it not?
A. Yes.

Q. Was the purpose of the trip of the "Yarmouth" to those other ports you mentioned to show people that the Black Star Line did actually own a boat?
A. Yes, for that purpose.

Q. Was there any other purpose?
A. No.

Q. What is the cost of sending the boat to those ports which were not on the regular route of the boat?
A. We had to expend between \$50,000. and \$40,000. to send the boat there.

Q. When you bought that ship your purpose was to have her ply between the different ports?
A. According to the license given to us, she was only a coasting steamer.

Q. When you sent her out on these voyages you had cargo for that ship, did you not?
A. We had no cargo when we sent her to Panama to counteract the libel of the Chicago Defender.

Q. Did you have cargo on the ship when she sailed from this port?
A. From here to Sagua La Grande, Cuba.

Q. Has the ship lost money?
A. We have lost money on the trips we had to make to central America and to counteract the libel of the Chicago Defender.

REGARDING THE "SHADYSIDE":

Q. Tell us about the "Shadyside." Where does she operate?
A. She operates on the Hudson River as an excursion boat.

Q. Does the "Shadyside" carry freight?
A. She is simply an excursion boat.

Q. Is the "Shadyside" constantly sailing, carrying passengers and freight?
A. She carries passengers only.

Q. Does she sail daily?
A. Not daily; two or three times a week.

Q. She has been sailing two or three times a week since you bought her?
A. Yes.

REGARDING THE "KANAWAH":

Q. What is the "Kanawah"?
A. It is a steamer we have bought for the purpose of putting her on the intercolonial trade.

Q. What do you mean by intercolonial trade?
A. To trade between the islands of Cuba, Haiti and Santo Domingo and Jamaica.

Q. Do you carry freight on that boat?
A. We intend to; she has not sailed yet.

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Regarding the figures quoted as to assets and expenditures, ownership of the "Negro world" and the buildings mentioned, I respectfully refer to Mr. Lerrille's report for comparison. Attention, however, is called to the question asked Carvey as to the ports in the West Indies to which the "Yarmouth" travelled. Note his admission that the "Yarmouth" was sent there for no other purpose than (as already stated in this report) propaganda, and that the company, in addition to losing possible revenues from freight and passengers that might have been carried, actually expended on it between thirty and forty thousand dollars from their treasury for this purpose.

Another admission, which I consider important, is that in which Carvey stated that "according to the license given to us, she (the "Yarmouth") was only a coasting steamer. Yet despite the fact that this was admitted by Carvey, in June, 1920, some six months later the following printed advertisement appeared in the columns of the "Negro world", (about January 1st, 1921) and continued regularly therein for several months, with but slight change:

BLACK STAR LINE

Sailings for

LIBERIA WEST AFRICA

The S. S. YARMOUTH will sail with cargo and passengers from New York on or about the 27th of March, 1921, at 3 p.m. Other ships of the Line will sail with cargo and passengers on or about the 2nd of April, 1921, at 3 p.m., May 8th at 3 p.m.; May 29th at 3 p.m.; June 13th, 3 p.m.; June 26th, 3 p.m.; and regular weekly and fortnightly sailings thereafter. For rates and further information apply

Traffic and Passenger Dept.
Black Star Line Steamship Corp.
56-58 West 135th St. N.Y.

The name "Yarmouth" was dropped from the ad about March 1st but appeared regularly from the 1st of January previous thereto. I wonder what "other ships of the Line" Carvey had in mind when he published this ad, for the "Yarmouth" was not licensed to leave the coasting service, the "Kanawah" (he so admitted) was for inter-colonial trade in the West Indies and the "Shadyside" was not licensed to leave even the harbor of New York? With the "Yarmouth" and "Shadyside" eliminated for legal reasons, the "Kanawah" remains as the only boat in control of the Line which could possibly have been intended for the African trade. But, during the very period covered by the advertised sailings (starting in March, 1921) the "Negro world" carried the following advertisement:

PASSENGERS
for
Bermuda, Jamaica, Panama
BY THE S.S. ANTONIO MACEO
Luxurious, Speedy
BOOK YOUR BAGGAGE NOW
Spots is Limited
BLACK STAR LINE, INC.
54-56 W. 135th St., N. Y. C.
Traffic Dept.

So that this would appear to eliminate the "Kanawah" and leave the line without a boat for Liberia, as advertised. This is a good example of Carvey's dishonesty.

I understand, also, that money for passage to Africa was accepted by the Line on the basis of the first mentioned ad. This can be checked up, however, by Mr. Merrilees' report.

The so-called "vindication" of the Black Star Line by its 6^d verdict from the Chicago Defender gave Carvey new impetus in the sale of stock. Sponsors and salesmen were sent on the road, circulars were sent to every prospective buyer and large, full page ads similar to the one already quoted, continued to appear. During the middle of 1920 a new phrase was added to these ads, reading as follows:

"There should be no trouble about making up your mind to help your race to rise to a position in the maritime world that will challenge the attention and command the admiration of the world. 'Less like nations fall in nothing they holdly attempt when sustained by virtuous purpose and firm resolution.'"

"Money awaiting an advantageous investment should go to purchasing shares in the Black Star Line and reap the reward that is bound to follow."

And Carvey, in signed weekly articles in the "Negro World", such as the one which appeared on July 19, 1920, reading in part:

"And let me say that the Black Star Line Steamship Corporation is about to inaugurate a new campaign to launch several more ships of larger tonnage so as to enter into real earnest competition for the great African trade....."

continued to urge the people to invest their money into this already worthless scheme. Alluring word pictures were drawn by Carvey of the benefits which the Black Star Line was to bring to the stockholders. Although, in his testimony before Judge Knox in the Chicago Defender suit, he denied that the Black Star Line was part of his scheme to "seize" Africa for the negroes, he apparently lied, for almost every speech he has uttered, every editorial he has written and every piece of propaganda issued has linked the Black Star Line as an integral part of the U.N.I.A.--the first of the many steps contemplated, which would lead to the desired result. Here is a sample of how he has linked up his African propaganda with the Black Star Line: Writing in the "Negro World" for July 31, 1920, Page 1, Col. 5, he says in part:

"Immediately after the convention (2nd Intl.Conv. of the U.N.I.A.) the Black Star Line contemplates opening up direct routes between American and Africa and South America. More ships must be bought and bigger ships. The Directors, therefore, ask that every Negro make now a desperate effort to buy more shares in the corporation. The more ships the Black Star Line has the better accommodations we will be able to give to the race. Liberia must be built. Men must be transported. Skilled mechanics and craftsmen are wanted. We cannot transport them in balloons, in air ships; we can only transport them in the ships of the Black Star Line. First of all, we must buy ships to make transportation possible. Hundreds of miles of railroads must be laid down in Liberia. Docks must be built; educational institutions must be built; industrial enterprises must be constructed, and all will mean the transportation of skilled men from this western Hemisphere, so we ask that every Negro who can afford it to buy more shares in the Black Star Line..... My advice to you is that you buy now, so that by the

close of the convention the directors will be able to give a statement to the world of the acquisition of more ships for the Black Star Line, which will make it possible for us to transport at our will."

This is but a single one of the many such visions Garvey has offered the negro public. I might suggest to the United States Attorney, however, that this is quoted more for his general information than for use in court, for it would open up a locked opportunity for Garvey and the defense to use the proceedings as a means of free advertising, a thing to be religiously avoided in this case, not that it would materially affect the result but because it would carry the case far afield and divert attention from the issue in question.

In Garvey's cross-examination at the Chicago Defender trial, it will be noted he admitted the expenditure of \$25,000. for speaker, etc., who were sent around the country in the interests of the Black Star Line. Whether or not that amount is correct can be learned from Mr. Merrilees' report, but the fact remains that the corporation did pay out of its treasury for the upkeep of a veritable army of propagandists who traveled like lords around the country at the expense of the stockholders. An excellent illustration of this is furnished in the "Negro World" for September 25th, 1920, (page 1, column 1) as follows:

"Tuesday, however, brought an innovation in the life of Atlantic City, in that its frivolities were suddenly turned into seriousness on the part of the negroes of the city by the sea when His Excellency, the Honorable Marcus Garvey, Pres. Pres. of Africa, and party paid a visit to the Atlantic City Div. of the UNIA and B.S.L. The party, which was from New York..... consisted of Bishop Selkridge of the Field Corps, Dr. Watkins of the B.S.L. office, Messdames Houston, Robinson and Clark, the renowned sorcerers of the Negro race; the private secretary to the president general and the official steno. of the Black Star Line and the Black Star Line Band, under the direction of Prof. Isles.

"This distinguished party is traveling throughout the United States of America on a campaign in the interest of the UNIA and the Black Star Line B.S. Corp. I have been told that you have one to two hundred shares of stock in the Black Star Line B.S. Corp. which already has three ships sailing the seas.

Continuation of same article, on Page 4, Bishop Selkridge, in speech, stated: (Garvey and others on platform)

"It (B.S.L.) offers, first and foremost, dividends for your investment; it offers, next opportunity for investment in our own goods, for today in the west Indies and Central and South America our people have coffee, cocoa, sugar, bananas and other commodities that alien races are bringing here, and our people cannot get the proper accommodation, the proper service, and it is up to you and me to furnish them with the proper means of transportation, to give them the necessary intercourse with us....."

"I therefore ask you to come forward and buy shares, so that we will not only have three ships, as we have now, but very soon these three shall be multiplied, you, thirty ships, so that they shall sail upon the seven seas. I ask you to come forward and buy shares in the B.S.L."

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This party traveled throughout the East and Midwest, although I do not have a complete list of the places visited, which included Philadelphia, Atlantic City, Pittsburgh, Youngstown, O., Washington, D. C., etc., returning to New York during October. In commenting on this trip in New York, Garvey stated at a public meeting that it was very successful financially. This statement can be checked up from the company's books, for I understand that not over \$5,000. cash was sent in to the home office during that period. At least the expenses of such trips should be compared to the results obtained as shown by stock subscriptions. Garvey would undoubtedly have remained away longer, but for troubles in the home office at New York as evidenced by an article in the "Negro World" for October 16, 1920, (page 1, column 1) and page 10, column 1) which states that he was called back by "disturbing rumors of the Black Star Line and U.N.I.A. condition," and goes on to state that Bishop McGuire (Chaplain General) presented him with a purse of \$1,026.32 "to meet some of the obligations of the association." The situation must have been serious, for the next issue of the "Negro World" October 30th, page 1, contained a signed article by Garvey, parts of which I quote and which are self-explanatory:

"Jealous men and organizations have tried to misrepresent the U.N.I.A. to the people. They have tried in all ways to lie about the auxiliary corporations of the U.N.I.A., namely the B.S.L. SS. Corp., the Negro Fact. Corp., and others, but to no avail. This one truth should be clearly understood by each and every member of the Negro race; That the U.N.I.A. is not a selfish, individualistic movement.....It seeks not to enrich any individual or group of individuals. It seeks not to exploit the race for personal gain as private corporations and individualistic movements do. As, for instance, the Black Star Line SS Corp. seeks not to sell shares to the negro public for the purpose of enriching the directors or a few individuals; but the B.S.L., as an auxiliary of the U.N.I.A. is to serve the higher interests of the race.

Men will argue to you that you should support their enterprises against the U.N.I.A., but this is a terrible mistake. Were you to do that you would be supporting the old time order of things that will keep you slaves, while others become rich at your expense. The B.S.L., even as the U.N.I.A., is owned by the people and is a movement for the people which tends to their ultimate liberation.

The time is near at hand when the usefulness of the Black Star Line will be completely set forth, when hundreds of thousands will be sorry that they never gave their support to the B.S.L. when they were able to do so.

.....
Construction work in Liberia will be started in January, 1921, when the first ship of the Black Star Line on the African trade will sail from New York with materials and workmen for this construction work.

.....
Harken not to the selfish, capitalistic Negro who seeks to argue to show you why you should invest in his selfish, individualistic enterprise as against helping such gigantic movements as the U.N.I.A. and the Black Star Line Corp., which have already stirred the world, etc., etc."

When Garvey made the statement that a ship would leave for Africa in January, 1921, I do not know what ship he had in mind, and the directors of the Corporation (reported upon by Mr. Merrilces) may enlighten on this. However, the line certainly had none able to make the trip when the statement was issued.

But he continued, (at least on paper,) with his African preparations, and on December, 11, 1920, through the "Negro world" (page 1, Column 5) said:

"The Black Star Line S.S. Corporation, which is an auxiliary of the U. S. I. A., is now making preparations for the transportation of men from the United States, West Indies, South and Central America in the year 1921 to Liberia, West Africa.

.....
"The Black Star Line Corp., has also issued a call for \$25,000. to place its ships in proper order for the African and West Indian trade in 1921. Thousands of immigrants will have to leave the United States of America, the West Indies and other parts of the world, and the only ships that will be available will be those of the Black Star Line. I ask therefore that all those who read this message this week send in immediately and subscribe for shares in the Black Star Line....."

While Garvey does not say in this statement that these "men" will be transported to Africa, in boats belonging to the Black Star Line, the text would lead to that belief. It is true that on January 20, 1921, a body of technicians did leave the United States and go to Africa in the interests of the U. S. I. A. But they did not sail in a Black Star Line boat. One of the men who went on this trip, Cyril Crichton, has given us a statement which may be of much use. In effect, he is able to show the hand of Garvey mismanagement even in this, and is also able to disprove Garvey's claim that he has obtained concessions of any kind in Liberia, Africa, which Garvey has many times claimed. And in this connection I might mention here that, preceding the delegation of technicians, Fie Garcia made a trip to Africa for the U. S. I. A. and upon his return made a report to Garvey which indicated that the sentiment in Africa was very hostile to Garvey and the U. S. I. A. and that it would be an utter impossibility to carry out the association's plans there for many reasons. Garvey, instead of publishing this report, suppressed it and issued a favorable one to the public in its place, and continued to lead his followers to the belief that Africans were waiting for them with open arms despite the fact that this adverse report had been made to him. A copy of Garcia's report is available.

Closely following the above announcement and the call for funds to repair the ships of the Black Star Line, which by that time were in almost hopeless condition, the following article, written by Garvey, appeared in the "Negro world," on January 1, 1921, (page 1, column 2):

"The ships of the Black Star Line which are now being refitted and repaired will be put in service on regular sailings as per announcements that will appear in the columns of the Negro World. Passengers and mechanics who desire to go to Africa are requested to register their names with the Registrars of local divisions of the U. S. I. A. and also to send a duplicate of the registration addressed to the Traffic Dept. U. S. I. A. 26 W. 135th St. The first public sailing of passengers and settlers will take place in March. The first official sailing of surveyors and mechanics will be between the 28th of January and the 20th of February. Let all those who desire to go to Africa register their intentions now.....There will be regular sailings of the ships of the Black Star Line from New York and Philadelphia starting from March, 1921. The sailings will be first monthly, then fortnightly and weekly.....Let each and every one start from now on to

prepare, because between January 1st and December 31st, 1921, it is expected that the U.S.I.A. and the Black Star Line will have transported between five hundred thousand and one million civilized, industrious Negroes from this western hemisphere into the great Republic of Africa. The great need at the present time is for more ships in the Black Star Line.The more ships the Black Star Line has at its command, the more regular will be the sailings from these points to Liberia."

Simultaneously with the issuance of this statement, the following advertisement appeared in the same issue of the "Negro World":

**BLACK STAR LINE
Sailings for
LIBERIA, WEST AFRICA**

The S. S. Yarmouth will sail with cargo and passengers from New York on or about the 27th of March, 1921, at 3 p.m. Other ships of the Line will sail with cargo and passengers on or about the 2nd of April, 1921, at 3 p.m.; May 8th at 3 p.m.; May 29th at 3 p.m.; June 12th, 3 p.m.; June 25th, 3 p.m. and regular weekly and fortnightly sailings thereafter. For rates and further information apply Traffic and Passenger Dept. Black Star Line Steamship Corp.

This leaves no doubt as to what "ship" of the line Garvey had in mind when he said that by December 31, 1921, the Black Star Line "will have transported between five hundred thousand and one million....negroes from this western hemisphere into the great republic of Africa." Attention therefore is again called to the fact that (according to Garvey's own admissions) the "Yarmouth" could not legally leave the coasting trade, and there is nothing in the minute book of the corporation to show that the "Yarmouth's" classification or license were ever changed to permit it to enter into the trans-atlantic trade. And I believe Mr. Merrilee's report on the minute book will show that at this very time the "Yarmouth", in addition to the legal disqualifications, was also physically unable to be used for such purposes because of its condition and the many libels for damage, etc., filed against it.

Garvey followed up the above quoted statements (on January 8th, 1921,) with the following:

"As stated in my message of last week, the first batch of workmen and mechanics are sailing from New York on or about the 20th inst. Arrangements have been made that the first transatlantic liner of the Black Star Line with passengers will sail on or about March 27, after which time there will be regularly fortnightly and weekly sailings. All those who desire to be settlers in Liberia.....are requested to start immediately to make arrangements for so doing.

.....
"Again I ask you to support the great Black Star Line Steamship Corp. by buying shares to help float ships to be used in the transportation of our men and women from this western hemisphere to Africa."

Unquestionably Garvey's statements brought a deluge of applications from negroes in all parts of the country who desired

to go to Africa. We will be able to produce witnesses who will testify that on the strength of his remarks and propaganda they sold out their homes and belongings in distant parts of the country and, at great expense, brought their families to New York expecting to sail away to Africa on Black Star Line boats. When, however, they learned upon their arrival that they had been humbugged by Garvey, many became destitute in New York and had to be cared for by friends, relatives and charitable organizations. The books of the company will show that tickets for such sailings were sold and the cash deposited in the Black Star Line treasury. Most of this money, I understand, has been returned upon request of the irate "passengers."

Our investigation shows that during the time Garvey was making these statements about "sailing to Africa," he and other officials of the Line were trying to get a boat good and large enough for such use. O. W. Thompson and one Rudolph Silverston, a ship broker, are able to tell of this period. From their statements I learn that the Black Star Line was negotiating here and there for a boat without success for one reason or another, the main drawback being that the Black Star Line had by this time ruined its chances of credit by its utter failure to successfully operate, causing owners of boats negotiated for to demand cash, (which the Black Star Line did not have) or some satisfactory evidence of ability to pay. The fact is, however, that when, in December and January, Garvey made the statements I quote above, the Black Star Line had neither purchased nor contracted for any ocean-going boat, nor were they financially able to purchase one, in fact there was not even a bright prospect of their getting one. Garvey will tell you that he was "fooled" by Thompson, Silverston and others through their repeated promises to have a boat "tomorrow" or their statements that one had been contracted for. But he was the all powerful President, chairman of the Board of Directors, mouthpiece, and everything else of importance in the line, and was surely in a position to know the true facts. Even if the statements of subordinates, caused him in turn to make untrue statements to the public, should he have made such without first investigating and being assured of the true state of affairs?

The period just referred to, i. e., from about September 1920 to the end of March, 1921, is an important one in the history of the Black Star Line so far as the violation charged in the present case is concerned. The corporation minutes show that at the successive Directors meetings a "ship for the African trade" was discussed. O. W. Thompson, under indictment, states that the people were so disappointed with the failure of the three boats in control of the Black Star Line that "money was no object" in getting a boat for the African trade. But, it is also noted in Thompson's statement, the financial standing of the line had been impaired to such an extent that several subterfuges had to be resorted to. For instance, Silverston, operating as the New York Ship Exchange, 115 Broadway, was given several thousand dollars worth of checks by the Black Star Line and a power of attorney authorizing him to procure in his own name (but for the Line) a ship. Again, during October, 1920, the "Black Star Line, Inc. of New Jersey" was formed for the specific purpose of taking over whatever ship would be procured for the African trade, this procedure being used to avoid the possibility of having the liabilities against the other boats of the Line being attached to the new one and prevent its operation. But, (and this is important) during the very time Thompson and Silverston were trying to keep the moral of the negro stockholders together by the hasty purchase of a ship, the books show that the Black Star Line did not have sufficient money on hand to make such a purchase. They had merely enough for a first payment, no doubt intending to raise

the balance by further sales of stock. Thus it was that the officials launched another active stock selling campaign at this time. Garvey, the chief propagandist, went on a tour of the various U.N.I.A. branches, starting during January, 1921, to get the money, leaving Thompson, Garcia and others in New York to negotiate for the boat. His speeches at the various public meetings are reported in full in the "Negro World" and are generally similar to all previous ones, insofar as they implore further purchase of the Line's worthless stock by the negroes. Garvey did not go to the people, who had so faithfully invested their good dollars, and tell them that the company was a total failure, and that, as he spoke to them, it was practically bankrupt. Instead, he stated, (see "Negro World," February 12, 1921):

"INVEST YOUR MONEY NOW IN THE BLACK STAR LINE BEFORE IT BECOMES TOO LATE."

"Whilst you did not heed my pleadings of years ago to help organizations like the Black Star Line, and the U.N.I.A., I am now repeating my plea. Whatsoever you can do, do it now. You men of the Negro race who have 1,000., invest at least 500. in the Black Star Line now, and right now, and help us to buy more ships so that we can transport the unemployed from this western Hemisphere to Africa....."

"If every man and woman of the Negro race does this in the next thirty days, the \$10,000,000 capital of the Black Star Line will be subscribed. The corporation will be able to buy bigger ships, and more ships and then we will be able to transport from this western Hemisphere at least 3,000 men every week for work in Africa and thus relieve the stagnation of unemployment among negroes in this hemisphere. Men if you do not see and hear, it is not the fault of Marcus Garvey."

And again, later (see "Negro World", February 12, 1921, page 4, column 4,) he stated:

"Why, there are some of you who never had a job for five years before Garvey ever came on the scene, and when you had a job, Garvey told you to save your money. I told you that. If you did not save it is not Garvey's fault. I remember the time very well. I preached it from all platforms all over the country. I told you that the time of reaction would come. The best thing to do, I told you, would be to save your money and invest your money in corporations like the Black Star Line."

Garvey returned from the road during February, and evidently not being satisfied with the sales of stock in the United States, planned a tour through the West Indies, and, in fact, left for there on February 23rd, 1921. And as yet no ship "for Africa" had been obtained, although from week to week the "Negro World" continued to carry the advertisement (quoted above) which stated that the S. S. "Yarmouth" would sail for Liberia, West Africa, on specific dates. The name "Yarmouth" was dropped with the first issue in March, 1921, but the balance of the ad. was continued up to and including March 19th, 1921.

Before leaving the country in February, 1921, Garvey appointed Wilford W. Smith, Counsellor General of the Line, as his representative, giving him authority to act in his place and notifying the various employees and officials of the line of this by letter, a sample of which we have.

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23.

It was during this absence of Garvey's from the United States that the specific act charged, i. e., the fraudulent use of the mails in the matter of the S. S. "Phyllis Wheatley," occurred, and Garvey, of course, has seized upon this apparent alibi. It is true that the circulars containing the picture of a ship with the name "Phyllis Wheatley" were prepared and circulated during Garvey's absence, and that no such ship was in possession of the Black Star Line, nor in fact, (the records of the U.S. Dept. of Commerce show,) has there ever been a ship by that name in existence, yet we are prepared to show that as far back as November, 1919, and on many occasions thereafter Garvey himself (and other officers) spoke and wrote publicly of a steamship "Phyllis Wheatley" which the Black Star Line expected to float. Several instances have already been mentioned herein. Even before he left for the West Indies on February 23, 1921, a farewell meeting to collect more money was held at Liberty Hall in New York on the night of February 22nd, at which Garvey was the main speaker, and at which this phantom "Phyllis Wheatley" was brought up. His, and the speeches of other officials, are reported in full in the "Negro World" for March 5th, (they will be quoted below.) At this meeting it was clearly stated that the next ship would bear the name "Phyllis Wheatley". There is no question but that it was an understood fact among all the officers, and even the general public, that "Phyllis Wheatley" was to be the name of whatever boat was obtained, if any. Garvey, so Thompson states, selected that name. Thus, with these circumstances in mind, it is not surprising that the circulars in question should have been prepared during Garvey's absence, and I doubt, if his presence here would have made much difference or prevented their issuance and circulation, for, as I will show below, even after his return from the West Indies during the Summer of 1921, he permitted, if not encouraged, the continued advertising of the sailing to Africa of the "Phyllis Wheatley" almost up to the time of his indictment.

REGARDING THE "PHYLLIS WHEATLEY":

I have before me copy of the "Negro World" for November 8th, 1919, in which appears an article on Page 1, bearing Garvey's signature, reading in part:

"We have entered the field of commerce, not to take advantage of any race or people, but to gather our share of the wealth there is in the world, that wealth which should be equally distributed among mankind. The first step, the S. S. Frederick Douglass, is now afloat, and it is the determination of the directors to float a ship every two months, and we have decided to float the second ship, which will be named the S. S. Phyllis Wheatley, on the first of January, 1920, and I am now asking the hearty cooperation of every Negro, in every part of the world, to do his and her best to make the Phyllis Wheatley as great a success as the S. S. Frederick Douglass. The Phyllis Wheatley will be run on the African route and sail between America, Liberia, Sierra Leone, West Africa."

Again, in the "Negro World" January 17th, 1920, a signed article by Garvey states:

"In the matter of the Black Star Line. I am now asking each and every one of you to start out now, and right now to buy shares. If you have bought already, buy some more and help this great Corporation to float the S. S. Phyllis Wheatley on the 23th day of February or the 15th day of March. If you do not own shares, go to the office of the Black Star Line, Inc., 55 West 14th Street, New York City, U. S. of America, and thus become a shareholder in the biggest Negro enterprise of the ages."

Again, in February, 1920, at a public meeting in New York, Garvey referred to the "Phyllis Wheatley". His speech is reported in the "Negro World" for February 28th, and reads, in part, as follows:

"Referring to the delay in launching the next ship of the Black Star Line at the time planned, Mr. Garvey said; "Owing to the mishap that overtook the Frederick Douglass when she sailed three weeks ago for Havana, I was prevented from continuing my trip around the country speaking in the interest of the "Phyllis Wheatley," the launching of which was promised you on the 15th of this month. Therefore I have had to postpone the launching of the Phyllis Wheatley for another three or four weeks."

But, so the minute shows, in "another three or four weeks" Garvey started negotiations for the "Shadyside," the ferry-boat referred to previously in this report, which they secured by the first payment of March 24th, 1920. Certainly, this is not the boat which would be used "in the African trade."

In the "Negro World" for March 27th, 1920, there appears account of a speech delivered at Liberty Hall, N. Y., when Garvey was present, by one U. S. Johnson, known as "traffic and passenger agent of the Black Star Line." It seems that Johnson had been sent to Canada to inspect a ship (?) and his speech on this occasion was concerned with that matter. It has been intimated to me that this was a "fake" trip, suggested by Garvey to appease the inquiring stockholders who wanted to know when that "next" ship of the line he had been promising would be launched. As yet Mr. Johnson is not available. Johnson, in effect, stated that he had inspected an 8,200 ton ship "which will very shortly be an addition to the Black Star Line fleet," following this with minute details of her description. But this ship never made its appearance.

Following this period the S. S. "Kansas" was acquired, (in April 1920) but as I have shown, even before its purchase it was called the "Antonio Loco" and so advertised. This, then, eliminates this third and last acquirement of the line from the possibility of its being the "Phyllis Wheatley" which had been promised by Garvey, several months previously, and which up to this time was an elusive mystery.

Yet Garvey did not let the matter drop there, and kept speaking of Africa, its "possibilities" for commercial gain, and the need of a ship for the trade there, although in the meantime he had spent sufficient on the boats already acquired to have purchased the necessary one for the African purpose. It seemed that the "Phyllis Wheatley" was always to be the "next" one, for during October, 1920, (as reported in the "Negro World" October 15th, page 1,) we find him setting another sailing date for it as follows:

"But we cannot fly to Africa at present in air-ships. We cannot walk across the ocean. The only way that we can get there is through ships, and on January 1st, 1921, we plan to launch the PHYLLIS WHEATLEY and send the first trading ship manned and owned by negroes and pioneers to Africa. For this reason we ask you to send in and buy shares. They are still selling at \$5. each and you may buy from 1 to 20."

This sailing date, you will note, is exactly one year in arrears of the one originally set during November, 1919. But, as we know, the boat never appeared.

Of course the boat was not produced at the time set, but the stock selling campaign continued unabated. Speeches and promises

of corporations or steamship companies can destroy. And do you know why? It is because we have a world exclusively our own. Whereas white ships have to compete with white ships, black ships can compete with white ships successfully and win out. There are white sections of the world and there are black sections of the world; and whereas they can easily squeeze out another white company, it will be impossible for them to squeeze out a black company appealing to black men."

"Now, I appeal to you for the last time for probably four or five or six weeks to support the Black Star Line. Caring not what may have been said against or about the Black Star Line, the fact remains that the Black Star Line started twenty months ago without a dollar of capital, and today we control three carriers of a million dollars; not three carriers of a million or more per cent, but in the way we have managed that we have realized in twenty-four months in the Black Star Line that their money is refunded to them. We have today at my disposal a sum all out the property of the Black Star Line and realize every dollar we have placed in it. So that with the full confidence we have in the future I am asking you tonight to support the Black Star Line by buying more shares. We need a ship for the African trade worthy of the name of the Black Star Line, and worthy of the race."

The Black Star Line, as I have said, pays a dividend at the close of every successful financial year. It may be 5 percent; it may be 10 percent; it may be 15 percent; there is no limit to the dividend to be declared at the close of any year. Because this depends upon the success the corporation meets within the year that is past. One year you may get 10 percent, or 15 percent, and the next year more, or much less. So when you invest your money in the Black Star Line you will receive a return on your investment as large as much profit and profits from the corporation as the corporation as the corporation makes in that one year."

BY WILFORD E. SMITH:

"You are asked by the Provisional President of Africa to invest your money by subscribing for shares in the Black Star Line, not for the purpose of buying a theatre or place of amusement, but for the establishment of commercial enterprises of your own that will form and make a reputation and protection for you and your children, and, finally, for the erection of a government of your own that will protect you from lynching and burning throughout this country. If a thing like that went home and arouse you, what will more than that, the money you have in the savings banks in New York City yields you only three percent. You have no control over it whatever, and the banks won't even lend it on the houses that you live in. The investment you are called upon to make in the Black Star Line ought to appeal to every black man and woman in this country; for it is the first time in the history of the Negro that he has had an opportunity to purchase and own ships sailing upon the high seas. You ought to be proud of that and should be willing to risk a few dollars in such a cause, even when there were no chance of making a fortune out of it. The Black Star Line has in it the same spirit as the great ships of the world. It would easily absorb the capital of a million dollars. It is the Black Star Line and wouldn't it be it, it would be a million dollars at the command of the Black Star Line, the Black Star Line could buy the best ships and better ships than any other line could buy. It would be the Black Star Line in the world. It would be the Black Star Line. The profits to be made from that in Africa are enormous, incalculable."

Thus Garvey left the United States, and the "Negro World" for March 19th, 1911 quotes a message from him in part as follows:

"The Black Star Line and the U. S. I. A."

"The Black Star Line and the Universal Construction Loan are the means by which we plan to transport men and material to Africa, to develop her wonderful resources. . . By purchasing shares in the former and bonds in the latter you will help provide a future for your children and your children's children. We need more ships and bigger ships. Cuba is loyally responding, and we ask the Negro peoples of the world to follow suit."

And in this same issue appeared the first advertisement of the sailing of the "Phyllis Wheatley", reading as follows:

"BLACK STAR LINE
Passengers and Freight
For

HAVANA,
SANTO DOMINGO,
ST. KITT'S, DOMINICA,
BARBADOS,
TRINIDAD,
GUAYAMA,
MONROVIA, AFRICA.

By the S. S. PHYLLIS WHEATLEY
Sailing on or about April 25th."

This advertisement superseded the previous one which stated that there would be regular sailings to Liberia, and which I have already quoted in this report.

I understand that Thompson and Garcia prepared the above advertisement, of course with the sanction of Wilford H. Smith, who Garvey had left as his personal representative in New York. And it was closely following this that the circulars containing the picture of the alleged "Phyllis Wheatley" (ex-union) were printed and sent through the mails, for which Thompson accepts responsibility and states Garcia assisted in.

The most natural defense for Garvey is that this ad. appeared and the circulars were mailed without his knowledge while he was out of the country, and as I have stated this is technically true. But the "Negro World," from December, 1910 to and including the date Garvey sailed, (February 2nd, 1921) also carried, almost continuously during those weeks, promises that the "Phyllis Wheatley" would be launched. And during that period Garvey was not out of the country, and he was main and chief of the party; and, (what is more important) it was Garvey's own party that was in charge.

Garvey returned to the United States from his West Indian trip on about July 14th, 1921. If the overt act was done during his absence without his knowledge and consent; if it was done without his sanction (as he states in his statement), then the responsibility for the advertisement and the circulars is placed on the shoulders of the persons who prepared and mailed them. Garvey would not be liable (to do so) if he had no specific charge against him in this case (also other persons, as a matter of fact, were violation perpetrated by an enemy (Garvey) who took advantage of his absence from the country to carry out the Black Star Line. In view of all the circumstances leading up to the overt act (i.e. mailing of the circulars) does it not appear clear that it is but the result of his own (Garvey's) actions, which he has admitted and admitted of in his statement, and a natural outcome of his mischievous policies? Undoubtedly, and in all the others share the guilt, but it is difficult to see how

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Garvey expects to escape even on technicalities, although he does so expect.

As to the various negotiations pending during this period for a boat to be used in the African trade and renamed the "Thyllis Wheatley" I refer to the appropriation minute books and several reports previously rendered by me. All the facts lead to the one conclusion the Black Star Line did not have the cash to purchase it outright and could give no satisfactory assurances of their good faith. Their credit had, by this time, been ruined by Garvey's recklessness. As a matter of fact, rather than being censured, it would appear that those officials who honestly tried to save the situation by obtaining a boat during Garvey's absence are to be commended for their efforts. They had failed before they started, for, as stated, Garvey had already so ruined the Black Star Line reputation commercially that it was next to impossible to negotiate any deal in its name with responsible parties. Garvey states they took signature of his absence, and this is perhaps partially true, as O. H. Johnson has stated to us, Garvey was the only stumbling block in the way of the company's having failed to obtain the ship before he left the country.

During Garvey's absence the lying propaganda for the sale of stocks was continued by lesser officials of the company, in imitation, perhaps, of their traveling President, samples of which are as follows:

Page 1, "Negro World" of May 21, 1931:

S.S. "THYLLIS WHEATLEY" TO BE TAKEN OVER BY BLACK STAR LINE IF AFTER INSPECTION, IT PROVES SATISFACTORY ON MAY 25...."

"The announcement made here tonight by the High Chancellor, the Rev. Dr. C. E. Stewart, that the latest addition to the fleet of the Black Star Line, the S. S. Thyllis Wheatley, would be taken over by the Corporation, after inspection, on May 25, created the wildest stir and shouts of joy and acclamation.....This ship, the Chancellor said, carries 4,500 tons cargo, can accommodate nearly 2,000 passengers, is equipped with electric lights and fans, has music rooms, smoking rooms and refrigerating machinery, and is supplied with all modern steamship conveniences....."

W. E. FERRIS, in speech at Washington, D. C. May 25, reported in the "Negro World" June 4, 1931, page 8, column 4, says:

"The Negro factory, the laundry, the Yarrouth, the Kenawa, and the newly bought steamer, the Thyllis Wheatley of the Black Star Line Corporation in New York are answers to his (Garvey's) promises. The Yarrouth represented a new spirit of industry among the Negroes. The Kenawa will cruise the Caribbean Sea and trade with the West Indian and South American states. The Thyllis Wheatley, of 4,500 tons with a capacity for nearly 2,000 passengers, will trade between New York and Africa, carrying such machinery and workers for the construction of buildings and roads and schools in Africa and bringing back there African ebony and mahogany and other products."

"Negro World", April 16, 1931, page 1:

"BLACK STAR LINE TO PURCHASE 'THYLLIS WHEATLEY' TO BE LAUNCHED BY 1-25-31. 4,500 TONS. 2,000 PASSENGERS TO MAKE LAUNCHING OF BIG NEW PROJECT IN THAT DATE."

"High Chancellor made dramatic appeal for purchase of more shares in Black Star Line to help put over the

the the ill-aimed of import addition to cooperation's
line of steamships. Counselor General and others also
unlike.

STANLEY said, (page 4, column 2, paragraph 4):

"We have reached the point tonight where we are
determined by the board of directors and your trans-
ference and the assistance of these presidents before
we (the board of directors) are called in for
conference in the city of New York before the
president General comes back to the city of New York
the ship that we have been so long to see, the
"Mollie Stanley."

(Walter W. Smith, also makes speech calling on Indisco to help
the Executive Council launch "the fourth steamship of the new
and fully equipped line of vessels owned by the Black Star Line")
(page 4, column 2.)

Following Garvey's return to the United States on about
July 15th, 1921, he continued to publish the advertisement stating
that the "Mollie Stanley" would sail to Africa on specific dates,
as I have pointed out already. The negotiations dragged on and no
boat was purchased, the date was set back further and further, until
the ad. was finally dropped during October, 1921. In the meantime,
however, money was being accepted by the Black Star Line from
prospective passengers, as the books will show, some of which has
never been returned.

Instead of at once cancelling all such advertising
and explaining the true situation to the stockholders, he con-
tinued to hold forth that the Black Star Line was still the great
business organization he had always claimed, and each week's issue
of the "Negro World" carried strong appeals for the purchase of
more and more stock. On September 3rd, 1921, over his signature,
he wrote in the "Negro World":

"Our convention has further laid out that every
effort must be made to finance the Black Star Line to
its full capital of \$10,000,000. So as to enable the
corporation to build and purchase immediately more ships
to carry out the banner plan of the B.S.L. Millions
and millions of dollars of raw materials are now piling
in the South and Central America for the want of
ships at the disposal of our race. Our people are
holding their breath in different parts of the world
awaiting the arrival of the ships of the Black Star
Line. They feel that the promise that there have made
of them in the past should now be made by the Black Star
Line and by the Negro race and the great need is for
the ships to remove these materials and materials for the
markets of America, Europe and Asia."

"If you would like to hear of negroes building fac-
tories and running schools of their own, or negroes
building colleges, universities and churches, or negroes
building cities and nations of their own, then rally
with the call of the B.S.L. and subscribe your \$5.
to the African Redemption Fund and buy your shares in
the Black Star Line."

Reference to the convention mentioned in the above article
is made in the following article in the "Negro World" of
September 10th, 1921, page 1.

I do not have a copy but from the "Negro World" learn that Thomson, upon being called upon, stated that there had been much delay in getting the "Harris-Wheatley" but that he expected they would acquire it not later than September 1st, 1931. Garvey, supplementing Thomson's remarks, stated to the delegates that the only need of the Fund is more money.

And thus matters stood and continued until the arrest of the defendants. But even that did not deter them, for, I am informed by Mr. Lorrison and Mont Amos that the sale of stock continued even after that period.

This report has made no mention of the many other schemes into which Garvey has gone to get the people's money, such as the U. S. I. L. Parent Body Loan (sometimes known as the Liberian Loan); the African Association Fund; the Negro Factories Corporation; the various Convention Funds; publication of the "Negro World"; the African Legion, Lion Cross Burses, various orders of knighthood, etc., etc., each of which would warrant a separate report.

REMARKS BY THE WITNESSES:

Mont J. E. Amos and myself have interviewed many witnesses, and their names, addresses and statements are available. In addition we have secured some through the non-letter method. Altogether we have about fifty good ones, including persons who can testify from their knowledge on all angles in the case--from a plain stockholder to an ex-vice President.

Concluded.

Racial Leaders' Plea Taken Up by Government.

TERRORISM IS ALLEGED

Reputed Opponent of Improvement Society Slain.

HEADED BY MARCUS GARVEY

Now Held on Federal Charge in Connection With "Back to Africa" Movement—Suppressed Constitution of Organization Declared as Encouraging Crime to Promote Its Interests—Negroes Throughout Country Reported to Have Been Victim of

Federal investigation of the alleged nationwide activities of the Universal Negro Improvement Association and Marcus Garvey, its president, will be undertaken by the Department of Justice as the result of information to be presented to Attorney General Daugherty by eight editors of publications prominent in

Garvey Admitting Threat

Garvey, who was indicted in New York... caused by the Attorney General's informants of a working alliance with the Ku Klux Klan. The U. N. I. A. is characterized as an organization designed to incite hatred of whites by blacks, and it is declared that its members are "so fanatical they have threatened the death of their negro opponents, actually assassinating in one instance."

The information on Garvey and his organization had been drawn up to the point of an appeal to the government to take action against the organization.

The signers of the appeal are Robert S. Abbott, editor of the Chicago Defender; Chandler Owen, executive secretary of the Friends of Negro Freedom; Robert W. Taylor, executive secretary of the National Association for Advancement of Colored People; W. H. Page, Executive Secretary of the National Face Photograph Association; John W. Mills, Jr., International president, Afro-Asian Council; W. P. Perry, National Association for Advancement of Colored People; George W. Harris, New York alderman.

Information Awaited Here.

Officials of the Department of Justice said yesterday that they were looking for the information, which is said to have been sent from New York. The information is said to be in the hands of the Attorney General and Frederick Douglass, Jr., of murder in connection with the assassination of the Rev. J. W. H. Eason, former associate of Garvey in the Black Star Line venture and considered by the Federal authorities as the government's most important witness in the New York case.

as his assistants. The Negro World, published in connection with the Universal Negro College, is said to be the organ of the organization. The organization is said to be headed by Garvey, who is said to be the chief of the organization.

U. N. I. A. is reported that the organization will be received into the government's hands.

in the interest of the Universal Negro Improvement Association and the African Communist League, the organization is said to be the most important witness in the New York case.

Various incidents also are said to have occurred in connection with the organization. One incident is said to have occurred in Philadelphia, and the police were called to prevent a riot. In Pittsburgh, October 25, Garvey associates are alleged to have rushed a street car in which Chandler Owen, one of the signers of the appeal, was riding, and failed to harm him only through the timely interference of the police. A meeting is alleged to have been broken up in Chicago by the Garvey supporters, and a policeman shot when he attempted to preserve order. Speakers at a series of meetings held by the Friends of Negro Freedom in

CONTINUED ON EIGHTH PAGE.



MARCUS GARVEY.

The coming, going and public utterances of no other race man in the country are watched and listened to, at the present time, more eagerly than are those of Marcus Garvey, the provisional president of U. N. I. A., an organization with ramifications almost everywhere, with a following that is intensely loyal, and with purposes, as set forth and vigorously proclaimed by its titular head, which would not only rejuvenate a race, but revolutionize the world. Even those who do not accept in toto the doctrines he asserts, and there are many who do not, are bound to admit that the Garvey movement, so called, has aroused the members of the race to the urgent need of expansion in the handicrafts, in commercial pursuits, and in a mercantile and a manufacturing way. This of itself was a stupendous task, and while to perform it and to make a show of progress instances of mal-administration and lack of ordinary business sagacity may have multiplied against those conducting its affairs, most of those who have been swept along by its purposes went into the cause honest minded, and contributed open handed, and if they have paid too dear for their whistle, unlike a majority of the bubble race enterprises which have been sprung upon them, they bid fair to emerge from this one with at least the whistle. The "Go Back to Africa" slogan, having served its purpose as a rallying cry, brought a horde of earnest, sober-minded race men and women within elbow touch of each other, when nothing else on earth could have coalesced them, with the result that they have learned to pool their efforts, have business confidence in each other, until stores, mills, coal banks, truck farms and various other business ventures have and are still springing up hither and yon throughout the country, as a tangible and composite result of the Garvey movement. Here in Pittsburgh, where the organization first began to function three years ago, there is a membership of upwards of 2,500 men and women. Their meeting place is called "Liberty hall." It is situated at the corner of Miller and Colwell sts. in the hill district, and the property, representing an expenditure of

organization, that is going some in three years. In this hall meetings for the men are held Sundays, Tuesdays and Fridays, officiated by George A. Weston, president, W. J. A. Francis, executive secretary, and a board of 10 members, while the women auxiliaries, divided into Black Cross nurses, motor corps and the ladies' division, under the direction of a Mrs. R. Chambers, meet on alternate nights at the same place. There is an Eastend branch, which holds its sessions in the Modern Savings & Trust building in Frankstown ave., and other branches can be found in most of the adjacent towns. A mass meeting extraordinary of the members of the U. N. I. A. has been called for Wednesday night at the Watt st public school, at which time the provisional president, Marcus Garvey, will be present and expound the principles of a true democracy. The mayor has been invited to make a welcome address, and all lovers of race progress are asked to attend. Other meetings will be held at Liberty hall, Thursday, Friday and Saturday nights to which all are welcome. Thanksgiving.

Books for the Month

Each of our attention is called to various theosophical books. This time we will remind you of some useful titles that you may otherwise overlook. First, the Catalogue, because we have all been talking about the prospect for arrival in the United States of the Vice-President of the Theosophical Society.

Books by C. Jinarajadasa

The Nature of Mysticism \$0.60

This is more of a book than you would think from the price given. Its contents are: The Mysticism of Grace, The Mysticism of Love, Pantheism, Pantheistic Mysticism, Nature Mysticism, Sacramental Mysticism, Theosophical Mysticism. There is also an introduction and conclusion.

In His Name \$0.75

This is the new Theosophical Press edition of this book in a first class cloth binding and gold title and printed on tinted India paper. It has a fine portrait of Mr. Jinarajadasa. The subjects treated are: The Real and the Unreal, The Master, God's Plan, Those Who Direct God's Plan, The Plan of the Master, Discipleship, and In His Name.

Flowers and Gardens \$0.60

The author calls this little book "a dream structure." It is bound in cloth, is dedicated to one of the Masters "who sent the dream," and tells of a dream life that is yet not that.

Books by Dr. Besant

The Immediate Future \$1.00

This is our new edition by the Theosophical Press in handsome green cloth binding and gold title. In this day of European turmoil Dr. Besant's lectures on Impending Physical Changes, The Growth of a World Religion, The Coming of a World Teacher, Self-sacrifice or Revolution, Dogmatism or Mysticism, England and India, The Emergence of a World Religion, are especially valuable. These seven great lectures, delivered in London in 1911, constitute a remarkable forecast of what has since occurred and what is now occurring.

Theosophy and The Theosophical Society \$1.00

This is a cloth bound Adyar edition of the four lectures given a year later than the above, at the Madras convention, on Theosophy, Theosophy: The Open Road to the Masters, Theosophy: The Root of All Religions, The Theosophical Society: Its Meaning, Purpose and Functions. A good book for everybody.

Lectures on Political Science \$1.00

This is an Adyar book of 167 large pages containing an introduction and seven lectures on the State, The Evolution of the State, The East, The West, and two lectures on the subject of Government.

The Riddle of Life (colored plates) \$0.25

This is a reduction from the price of \$0.35, made possible by printing it ourselves. Just off the press.

Pamphlets by C. W. Leadbeater

The Fourth Dimension \$0.10

If you are interested in the mathematical approach to the astral consciousness, this pamphlet may help you. It is said that some people have attained the higher state of consciousness by simply reasoning about it.

Our Relation to Children \$0.15

This is an admirable discussion of the relationship between parent and child, and of the responsibility of teachers, parents and guardians, that ought to be in the hands of every reader.

An Occult View of the War \$0.10

The occult side of anything is interesting and instructive, but that is particularly true of war. The better we understand it the sooner we shall have done with it.

Turning Wheel \$0.75

A great little book for those who want definite information about the great poets and philosophers who held the hypothesis of reincarnation and wrote their views. This compilation by Mary E. Wilkinson is a handy thing for anybody who prepares theosophical lectures or papers to have at hand.

Glorious Future \$1.00

Madame Collins is her own interpretation of Light on the Path.

Information of our catalogue is now ready.

THE THEOSOPHICAL PRESS

5 Avenue

Chic.

190-1781-6

PROTESTS CONDITION CHARGE

Universal Negro Im- provement Association Says Its Members Are Loyal

Marcus Garvey, President-General of the Universal Negro Improvement Association, issued the following statement yesterday in denial of the charge made against his organization by the New Orleans police, that it was anarchistic and contemplated an overthrow of the Government:

"There is absolutely no truth in the statement of the New Orleans police that they have seized anarchistic literature at a meeting of the Universal Negro Improvement Association. The association has no such literature, neither does it preach hatred for any one. "We have absolutely no connection with the murder of J. W. H. Eason, and the statement that Eason was a star witness against me is without foundation, for there was nothing the man could have said that would injure me. I have paid but little attention to the charge of using the mails to defraud, in that I know the whole affair to be a 'frame-up' among jealous negroes who have been trying for some time to embarrass me. There is no more loyal American organization than the Universal Negro Improvement Association."

The following telegram was sent to Attorney General Daugherty yesterday by Mr. Garvey:

"On behalf of 2,500,000 loyal citizens, members of the Universal Improvement Association, who have at all times proved their loyalty to the Government of the United States, and on behalf of 400,000,000 negroes throughout the world who look to the United States of America for justice, we protest against the scandalous and unfair attitude adopted toward the Universal Negro Improvement Association, a legal organization in the United States of America, in the raiding of the meeting place and the arrest of the officers of the New Orleans Division, No. 149, by officers of your department, who are being instigated to act against the Universal Negro Improvement Association by rival negro organizations, namely, the National Association for the Advancement of Colored People, a group of Socialists; Friends of Negro Freedom, a red Socialist organization, and the African Blood Brotherhood, representatives of the Bolsheviks of Russia.

"The Universal Negro Improvement Association is neither Socialist, Bolshevik, nor anarchist, as your representatives are endeavoring to make out. We have absolutely no connection with any disloyal movement, and in our records five years there can be found absolutely no trace of disloyalty to the United States of America in any of our communications.

"We believe it unfair that a department of the Government should be used to injure organizations for the purpose of injuring those whom they desire to

GARVEY CASE BRINGS KU KLUX GIANT HERE

E. M. Clarke Tells Grand Jury
of Atlanta Meeting With
Negro Promoter.

TRIAL STARTS ON FEB. 26

Witness Promises His Aid in Federal
Prosecution Against Black
Star Line.

Edward Young Clarke, Imperial
Giant of the Ku Klux Klan, came to
this city from Atlanta, Ga., yesterday
and appeared before the Federal Grand
Jury as a witness against Marcus Garvey,
the negro leader, who is to be tried
on Feb. 20 on a charge of defrauding
investors in the Black Star Line. Garvey
is the head of the "Back to Africa"
movement.

At a meeting of the Universal Improvement, Negro Association here in
July, Garvey, who is known as the
"Provisional President of Africa," denounced
the Ku Klux Klan, but in October last he
made a secret trip to Atlanta and conferred
there with Clarke. The Government learned
of his conference recently and Assistant
United States District Attorney Maxwell S.
Mattuck had Clarke subpoenaed before
the Grand Jury.

It is believed that Clarke told of his
dealings with Garvey. Clarke promised
Mr. Mattuck after his appearance before
the Grand Jury that he would send here
papers which might throw light upon
any overtures made by the Black Star
Line to the Ku Klux Klan.

"Edward Young Clarke was subpoenaed
here by me from Atlanta ten days ago
after the investigation into the case of
Marcus Garvey disclosed that Clarke was
visited by Garvey at Atlanta some time
ago in connection with Garvey's Black
Star Line and the Universal Negro
Improvement Association," said Mr. Mattuck.
"It was my purpose to determine the
nature of the conference between the so-called
'Provisional President of Africa,' and
Clarke. Clarke appeared before the
Grand Jury this morning and was examined
by me at length as to the conference
between the two men."

Garvey and three officers and directors
of the Black Star Line were indicted on
a charge of having falsely stated that
the line intended to purchase a steamship
and an excursion boat and to operate them,
and also to purchase a steamship which
was to operate between this port and
Africa. The line was capitalized at
\$10,000,000; and Garvey and his associates
sought to sell 2,000,000 shares of the
stock at par to members of his race by
issuing them

the same evidence, it was said. Mr. Mattuck
said he had known for some time that
attempts were being made to intimidate
witnesses, and that several of them had
said that their lives had been threatened.

Assemblyman Oliver Randolph, a negro,
introduced a concurrent resolution in the
New Jersey Legislature yesterday directing
Attorney General Thomas F. McCran to
investigate the activities of the Ku Klux
Klan in New Jersey. He said that the
existence of such an organization was not
necessary to the observation of law and
order and condemned the organization for
outrages by its members in the South.
Assemblyman Randolph followed up his
resolution by introducing a bill to regulate
societies whose members wear masks.
Another bill offered by him would prevent
the appearance of persons in public in
any kind of disguise.

LINKS KLAN WITH OTHERS.

Boston Senator Says Order Works
With the Loyal Coalition.

BOSTON, Feb. 7.—The Ku Klux Klan and
the Loyal Coalition were linked by
speakers at a legislative hearing today
on several bills aimed to restrict Klan
activities in this State.

Senator William I. Hennessey, of this
city, who said he had applied for membership
in the Klan but was rejected because he
had an Irish name, exhibited stationery of
the order and a Klan membership card and
told the committee what he said were the
passwords of the Klan. The offices of the
Loyal Coalition on Beacon Hill were the
headquarters of the Klan in this State,
he said, adding that the directing genius
of the order here was a member of the
Coalition.

Miss Margaret Taylor made a similar
charge.

The Loyal Coalition, which has national
headquarters here, is professedly an
organization for the propagation of
American principles. It has been active
in opposing Irish Republican movements.

Of the bills before the Committee, the
petition of Representative Hugh J. Campbell,
of Boston, to require all voluntary
associations and fraternal organizations
to file a list of their membership with
the Secretary of State was opposed by
representatives of fraternal orders.

Representative Campbell was supported
by Matthew W. Bullock, a negro, and
former student at Dartmouth College,
who declared his grandfather was killed
by the original Klan in the South.

Dr. Frederick W. Hamilton, Secretary
of the Grand Lodge of Masons, said he
was in hearty accord with the spirit
behind the measure. He added that the
Masons had stated their opposition to
the Klan without qualifications.

CALLS WRIGLEY KLANSMAN.

Chicago Attorney Says He Will
Prove It "at Proper Time."

CHICAGO, Feb. 7.—William Wrigley
Jr., gum manufacturer and baseball
magnate, will be identified as a member
of the Ku Klux Klan, Patrick H. O'Donnell
asserted today at a hearing before
Judge Ira Ryner of the petition of
Grady K. Rutledge, President of the
Tolerance Publishing Company, for a
restraining order against other officers
of the company.

Evidence indicating that Mr. O'Donnell
was the author of an article in a recent
issue of the anti-Klan organ attacking
Wrigley as a Klansman was offered
after the attorney had withdrawn as
counsel for Robert E. Shepherd, Treasurer
of the American Unity League, one
of the defendants in the matter.

PHILADELPHIA
MONDAY MORNING, FEBRUARY 5, 1923

GARVEYISM

GARVEYISM is the counterpart, among the Negro populations of America, what the Ku Klux Klan is among the white people. It is in its essence an appeal to prejudice and passion, and if unchecked will bear fruit in the horrors of racial conflict. The formal protest, therefore, addressed to the Attorney General by a representative group of the leading educators, business men and publicists of the Negro race will be read everywhere with approval and sympathy by order-loving and humane people of whatever color.

The significance of this protest lies in its origin and in its manifestation of a growing realization among intelligent and educated Negroes that their liberation from injustice and oppression can only be brought about by a more perfect understanding between the white and colored races and by a co-operation in which the latter must take an equal part.

Great as are the evils growing out of the spirit inculcated by Garvey and his "Universal Negro Improvement Association," a spirit of hatred, distrust, violence and revenge, and important as it is to protect the ignorant and gullible from robbery and cruel exploitation, the graver injury that is being done by the

Garveyites is the false impression their activities create in the minds of the white people as to the real aims and purposes of those Negroes who are striving earnestly and sanely for the advancement of their race, the elimination of prejudice and unfair discrimination in industry and in civic life.

While the Negro needs to be protected from the enemies to progress in his own race, the community at large in a greater degree needs to be safeguarded against an evil propaganda sowing the seeds of bitter antagonism and strife. This is why the letter to the Department of Justice should receive thoughtful consideration and preventive action in the interests of order and racial harmony.

FEB - 8 23

GARVEY'S PARLEY WITH KLAN IS TOLD BY IMPERIAL GIANT

Clarke, Subpoenaed From Atlanta, Tells U. S. Grand Jury of Negro Promoter's Visit.

PROPOSAL FOR ALLIANCE DENIED AT THAT TIME.

Trial of "Provisional President of Republic of Africa" on Post Office Charge Put Over.

Edward Young Clarke, Imperial Giant of the Ku Klux Klan, appeared before the Federal Grand Jury here yesterday, having been subpoenaed from Atlanta ten days ago in connection with the proceedings of the Government against Marcus Garvey, Negro promoter and "Provincial President of the Republic of Africa."

Clarke was examined by Assistant United States Attorney Mattuck on Garvey's visit to Clarke in Atlanta last June, when the latter was Acting Imperial Wizard of the Klan.

After the visit Garvey denied his purpose was to affect an alliance with the Klan. The investigation of Garvey's affairs had disclosed that the conference was in connection with Garvey's Black Star Steamship Line and the Universal Negro Improvement Association, of which he is President General. After appearing before the Grand Jury Clarke promised to send to Mr. Mattuck any papers he might have in Atlanta that would throw light on Garvey's visit.

Trial is Postponed.

Garvey's trial on an indictment charging him with having used the mails to defraud investors in stock of the Black Star Line, scheduled to begin yesterday, was postponed until Feb. 26.

After Garvey returned from Atlanta he addressed a throng of Negroes in Harlem and advised them not to waste their

as it called for an America the white man, but to go back to Africa, the land of the black man. Then Alderman George W. Harris, a Negro, who was graduated from Harvard in 1909, wrote to The World that Garvey was ignorant of his race and misrepresented them. To which Garvey replied the purpose of his visit to Atlanta was to get first-hand information about the Klan's attitude toward the Negroes.

"Knowing the power and influence and intention of the Klan, I interviewed the executive for the purpose of getting them, if possible, to adopt a different attitude toward the race I represent, and thus prevent a repetition in many ways of what happened during the days of reconstruction," was the way he explained his conference.

Denied Any Alliance.

Again in Auburn, Garvey denied there was any relation between the Universal Negro Improvement Association and the Klan. At that time he said he talked with Dr. Evans besides Clarke in Atlanta, and Clarke told him the Klan was much more in favor of the Negro as an American citizen than of the foreign white element. Garvey also stated the conversation was for the purpose of placing him in a better position to interpret the Klan's attitude toward the Negro, and denied any alliance was formed.

At the same time James L. Beavers, Chief of Police in Atlanta, who was running for Mayor, quoted Clarke as saying in an interview that the Negro question spread dissension in the Klan.

100-1781-6

APPEAL PERIOD - 100123
**KU-KLUX CHIEF TELLS
GRAND JURY OF GARVEY**

**Negro Said to Have Visited
Klan Chief in Georgia.**

Edward Young Clarke, Imperial Giant of the Ku Klux Klan, was a witness yesterday before the Federal Grand Jury investigating the activities of Marcus Garvey, Provisional President of Africa, President General of the Universal Negro Improvement Association and African Communities League, and head of the failed Black Star Line of ships. Garvey is due to go to trial on February 27 on an indictment charging him with using the mails to defraud.

It develops that in October last, Garvey paid a secret visit to Clarke in Atlanta, to find out the attitude of the Ku Klux Klan toward the negro. At a meeting in this city of the Universal Negro Improvement Association last July Garvey denounced the Ku Klux Klan.

According to Maxwell S. Mattuck, Assistant United States District Attorney, after testifying before the Grand Jury the head of the Ku Klux Klan promised to send here papers which would throw light on overtures made by Garvey to the hooded organization in connection with the Black Star Line.

OFFICE OF
SPECIAL AGENT IN CHARGE

TELEPHONE, BARCLAY 8160
POST OFFICE BOX 241
CITY HALL STATION

Department of Justice

Bureau of Investigation

15 PARK ROW, 14TH FLOOR

NEW YORK, N. Y.

Nov. 24 1922.

Mr. William J. Burns
Director Bureau of Investigation
Department of Justice
Washington D.C.

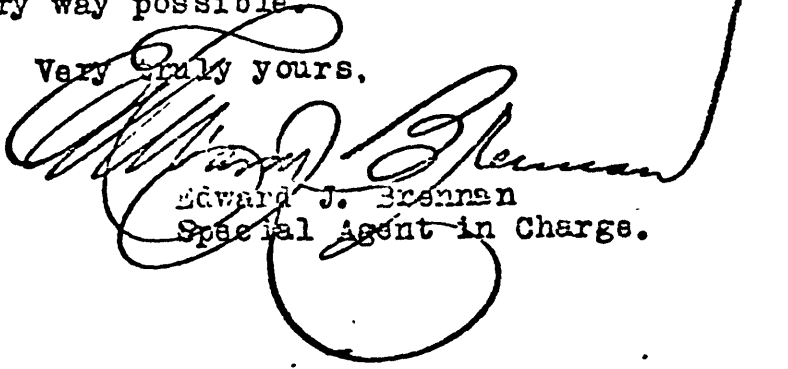
Attention Mr. Cunningham

Dear Sir:

Confirming telephone conversation had with Special Agent Amos on this date in re Marcus Garvey, Special Agent Amos stated that Postoffice Inspector Shea with Accountant Merrilles, Agent Davis and himself, Amos, took the matter up with Mr. Maddock and Mr. Maddock expects to go to trial on the 15th of December. The above mentioned accountant and agents have promised to be ready for Mr. Maddock by December 2nd.

Postoffice Inspector, Agent Amos states, has shown a great deal of interest in the matter and is helping the agents in every way possible.

Very truly yours,


Edward J. Brennan
Special Agent in Charge.

EJB/DD

OFFICE OF
SPECIAL AGENT IN CHARGE

TELEPHONE, BARCLAY 8160
POST OFFICE BOX 241
CITY HALL STATION

Department of Justice

Bureau of Investigation

15 PARK ROW, 14TH FLOOR

NEW YORK, N. Y.

Nov. 27 1922.

U. S. VS. MARCUS GARVEY et al
(Black Star Line)
Conspiracy - Using the Mails
in furtherance of a scheme to
defraud.

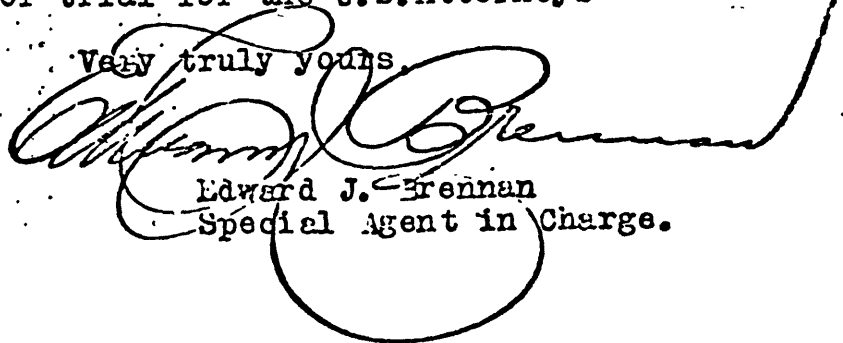
Mr. William J. Burns
Director Bureau of Investigation
Department of Justice
Washington D.C.

Dear Sir:

I desire to direct your attention to the very good work performed by Special Agents Mortimer J. Davis and James E. Amos and particularly the excellent summary report of Special Agent Davis of November 21 1922 rendered in the above entitled case.

This case is set for trial on Dec. 15 1922 and these agents together with special Bank Accountant Merrilles are at present busy preparing the evidence for trial for the U.S. Attorneys office.

Very truly yours,



Edward J. Brennan
Special Agent in Charge.

EJB/DD

OFFICE OF
SPECIAL AGENT IN CHARGE

TELEPHONE BARCLAY 8160
FBI OFFICE BOX 241
CITY HALL STATION

Department of Justice
Bureau of Investigation
15 PARK ROW, 14TH FLOOR
NEW YORK, N. Y.

December 2. 1922.

Wm. J. Burns Esq., Director,
Bureau of Investigation,
Department of Justice,
Washington, D. C.

Sir:

In the case of the U. S. v. Marcus Garvey et al which we expect to go to trial with here on or about December 15th please be advised that in the event we do Accountants Howard W. Jamison and I Jones-Parker will be required on or about December 20th for a day or so as witnesses.

It is not possible for me or any one else to substitute inasmuch as it would take any one three weeks to a month to qualify.

As soon as the date of their required attendance can be determined telegraphic advice will be sent you.

Respectfully,

Geo. P. Merrillee
Expert Bank Accountant.

JBC:W

December 9, 1922.

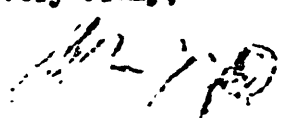
Mr. Howard Jamison,
101 1/2 Church Street,
North Attleboro, Mass.

Dear Sir:

Expert Bank Accountant Thomas P. Merrilees, now in New York, advises under date of December 2, that it is expected that the case of the United States v. Marcus Garvey et al., will go to trial there on or about December 15, in which event it will be necessary for you to be on hand as a witness.

I am to receive more definite information from New York, and suggest that you hold yourself in readiness to proceed there in the event that I advise you further.

Yours very truly,



Director.

JBC:DJ

December 9, 1922.

Mr. I. Jones Parker,
Andrews Hotel,
Minneapolis, Minn.

Dear Sir:

Expert Bank Accountant Thomas P. Merrilees, now in New York, advises under date of December 2, that it is expected that the case of the United States v. Marcus Garvey et al., will go to trial there on or about December 15, in which event it will be necessary for you to be on hand as a witness.

I am to receive more definite information from New York, and suggest that you hold yourself in readiness to proceed there in the event that I advise you further.

Yours very truly,

Director.

190-1781-6

REPORT MADE AT New York City	DATE WHEN MADE 12/18/22	PERIOD FOR WHICH MADE 12/4 to 9 incl.	REPORT MADE BY MORTIMER J. DAVIS
TITLE AND CHARACTER OF CASE In re: U. S. vs Marcus Garvey, et al., Vio. Sec. 215 U. S.C.S.			

FACTS DEVELOPED

On the 4th inst., in company with Bank Accountant Merrilies, Post Office Inspector Shea and Agent Amos, the writer started examining prospective witnesses in this case in the office of Asst. U. S. Attorney Mattuck and was so engaged during the entire week.

It is probable that the case will go to trial shortly after January 1st, by which time it is expected that all details in the way of evidence and witnesses will have been concluded. The witnesses are being examined and selected by Mr. Mattuck personally, and the writer, in addition to assisting in the questioning of same, has been requested by Mr. Mattuck to make such investigations based on their testimony, as appear necessary.

OFFICE OF
SPECIAL AGENT IN CHARGE

TELEPHONE, BARCLAY 8160
POST OFFICE BOX 241
CITY HALL STATION

MJD-J7D.

Department of Justice
Bureau of Investigation
15 PARK ROW, 14TH FLOOR
NEW YORK, N. Y.

December 14, 1922.

Director,
Bureau of Investigation,
Department of Justice,
Washington, D. C.

General Intelligence Division.

Dear Sir:

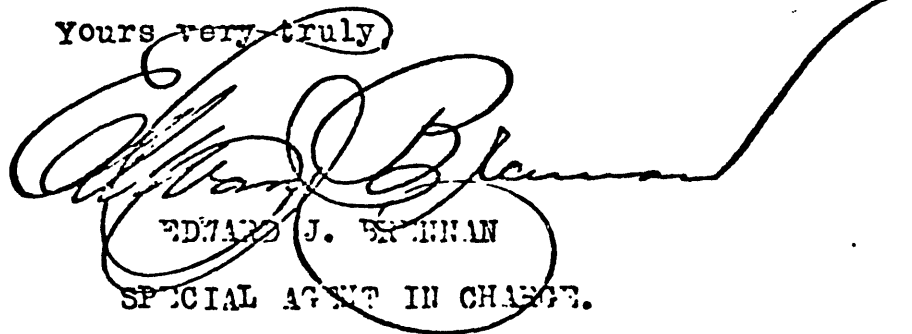
U.S. VS. MARCUS GARVEY, et al. Vio. Sect.
215, C.C. Using Mails to Defraud.

Will you kindly furnish this office with a copy of
the "NEGRO WORLD", for January 17, 1920?

This issue, which was forwarded to Washington by
this office sometime ago, is at the present time necessary to
complete the evidence against the defendants in this case.

Kindly mark the paper for the "attention of Agent
M. J. Davis".

Yours very truly,



EDWARD J. BRENNAN
SPECIAL AGENT IN CHARGE.

Instructions to

ser. Special A

re.

PERIOD FOR WHICH MADE

Pittsburgh, Pa.

Dec. 16, 1932 Dec. 15, 1932

H. J. LENOX.

TITLE AND CHARACTER OF CASE

MARCUS GARVEY,

Speaker at meeting held
at Pittsburgh, Pa.

FACTS DEVELOPED

AT PITTSBURGH, PA.

Office File

The following report was received from a confidential source:-

"Pittsburgh, Pa.
Wednesday, December 6, 1932.

The GARVEY meeting scheduled for tonight at the . . . Watt Street School Auditorium was held, after some misunderstanding with the police department was straightened out. It seems that a permit had been secured from the Board of Education to hold the meeting, but no city permit was obtained, and the police, therefore, were on hand intent upon stopping the meeting.

Police Commissioner Ford called the Mayor of the City on the phone, and was advised to permit the meeting to proceed. The auditorium was comfortably filled, there being between six and seven hundred people present. The audience was a typical GARVEY crowd, giving vent to their enthusiasm where he is concerned whenever the opportunity presented itself.

GARVEY devoted a great deal of his talk to a tirade against the Negro Press of America, which he alleged was trying through its respective papers, to put his organizations in disrepute with the public. He stated that within the next two or three months, the "Negro World", a periodical edited by GARVEY in New York City, was opening a new plant, and would be able to more successfully compete with his alleged oppressors. No mention was made whatever about the funds of the Black Star Steamship Line, nor indeed was the name of the company mentioned, and no explanation was offered in that regard. He confined himself exclusively to a discussion on the Universal Negro Improvements

Association, its motto, its desires, and what has already been accomplished. He stated in effect that it was not the aim of this organization to take any numbers of people back to Africa at the present time, but to arouse them to a realization of the fact that Africa is their birth right, which they should claim in time.

He launched a bitter tirade against the National Association for the Protection of colored people, which organization has been very active in endeavoring to secure the passage of the Dyer Anti-Lynching Bill, which died in the United States Senate several days ago, claiming that it was idiotic for anyone to suppose that white men would pass a bill against other white men, in the defense of the negro.

All in all, his remarks tonight were very similar to those delivered at Schenley High School sometime ago, though he was much more vehement tonight than formerly. He said nothing of an un-American nature, and tried to appeal to the race pride of the negro, in getting himself out of the financial, social, economic and industrial rut which he is in. It could be fairly deduced from the trend of GARVEY'S remarks, that he realizes that his companies are on the wane, and he is touring the country in an attempt to rehabilitate them, though it is very unlikely that he will meet with much, if any, success. There is no question about the fact that as an orator, GARVEY is almost in a class by himself, though his particular type of oratory is capable only of swaying the ignorant masses, and that only temporarily. The chances are that two or three weeks hence, after his very fiery talk has had a chance to cool down in the minds of those who heard it, conditions where he is concerned, in Pittsburgh, will again relax to their luke-warm state."

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RECEIVED
FEBRUARY 1961

RECEIVED
FEBRUARY 1961



GARVEY ARRIVES IN TOWN AND LAYS DOWN HIS IDEAS, AND N. A. C. CLAIMS TO PUT EDITOR OUT OF BUSINESS

Police Attempt to Halt Meeting—Mayor Gives Word for Speaking to Go On—Audience Noisy and Demonstrative—Garvey Says Enemies Have Been Easy

Stureus Garvey came to town a week primed and ready for a knockout blow to all who disagree with him on the schemes for the redemption of Africa and the uniting of the Negroes of the world into One Brotherhood. The first obstacle was by the President of All the Africa, the Pittsburgh Police Department. By some means he and his staffless got it into his head that the Honorable Mr. Garvey was a "dangerous Red" or something else highly explosive and inflammable. He, therefore, ordered one police commissioner, one lieutenant, eight cops and the police wagon to be on hand to wait for Mr. Garvey. The President informed that he could not back the faithful mean to maintain the growth. It was probably their expectation with the new police chief that the police revised the old Constitution.

Police Garvey probably read other than the one which was written by the L. S. Mayor was called rendered in favor of the then foot seats the means got by secured to be immediate. The police chief and his staff were on hand to wait for Mr. Garvey. The President informed that he could not back the faithful mean to maintain the growth. It was probably their expectation with the new police chief that the police revised the old Constitution.

Garvey then jumped into a conference to be against the Negro Press, Negro publishers and the N. A. C. P. He said that when his movement began the preaching opposed him but that he had knocked them out in a few months and that the Negro editor could not last that long. The N. A. C. P., according to Garvey is a weak and disorganizing organization dominated by white people who are not particularly in love with Negroes. The Negro press would soon meet its Waterloo as the U. N. I. A. is planning to put the Negro Times into 15 million Negro hands. This, according to Garvey would mean the passing of all Negro papers that opposed his program.

The meeting was noisy and turbulent. So partisan were some of his hearers that once from their seats time and time again to voice their approval. One man got "happy" and kept shouting "tell it," "tell it" at times Garvey's language was violent and threatening in denouncing his "enemies." This caused a surging and rumbling out in the audience somewhat resembling the actions of a mob. One man, not a Garveyite remarked to the Pittsburgh American reporter, that he was glad the police were present.

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the U. N. I. A., the Red, and the N. A. C. P. each in evidence. The meeting was held at Liberty Hall until the