

our company and the American; in that preparation—I was active in the preparation of that contract.

Q—Have you that contract with you?

A—Yes sir.

Q—Under subpoena duces te cum?

A—Yes sir.

Q—Will you let me have it, please sir?

A—Here. (Hands the document).

Q—This contract purports to bear date of June, 1907. Will you please state the part prior to the date of that contract, during which this boycott was enforced—

Mr. Meldrim—I object.

The Court—In your examination you are assuming something that has not been proven yet.

Mr. Toomer—Perhaps it escaped your Honor's attention; he said, that during this period these people declined to bid either at Jacksonville or at Savannah.

The Court—Well, declining to bid for a good and sufficient reason would not be a boycott.

Mr. Toomer—Perhaps that word boycott was more unpleasant than accurate.

The Court—It is not proper.

Q—Mr. West, during what time prior to the purported date of this contract had the American Naval Stores Company refused to bid for the West, Flynn & Harris Co.'s receipts at Savannah and Jacksonville?

A—I think it began about the first of May.

Mr. Adams—He says, I think.

The Court—Is that according to your best recollection?

Mr. Adams—He says he made only two trips. He could not have been here during all the time.

A—I do not know how many trips I made to Jacksonville. It had been in existence quite a while in Jacksonville.

Q—What?

A—Their refusing to buy from us; but as I stated before, they had bought our stock that was put on their yards by error; but other stuff they did not buy from us for some time; and they ceased to buy or bid us during the first of May up to the time that they made this contract.

Q—What was their conduct in regard to this contract?

A—They carried it out to the letter.

Q—When did they begin to do business with you after that?

A—Immediately after it was made, after the contract was made.

Q—Who executed this contract?

A—Myself.

Q—Where?

A—In my office.

Q—In this district; in the Southern district and Eastern division?

A—In the Germania Bank Building here. Yes sir.

Q—In your office here in Savannah?

A—Yes sir.

Q—What objection did you have to signing this paper?

Mr. Meldrim—I object. You can not testify to a contract, whereby to vary it's written terms.

The Court—That's proper; that is right.

Mr. Meldrim—The other objection is that an objection not known to the other contracting parties, could in no wise be binding upon them, and is totally irrelevant. There are two grounds on either of which it is irrelevant.

Mr. Toomer—We don't intend to change the contract in any respect, but Your Honor may recollect that among the twelve means charged as having been committed by the defendants, he is co-

erced; We want you to see whether they did it willingly or whether they were coerced to sign the contract.

The Court—You state what occurred between these parties at the time this contract was signed; and you can bring out by this witness whether he signed it under duress.

Mr. Meldrim—If the Court please, duress and coercion are conclusions.

The Court—He must state facts.

A—Well, as the contract was finally signed, which shows of itself; there were three features to which we objected; one was that we were forced to place on the National Transportation and Terminal Company's yard against what would be against our interest because other buyers would not go on their yards, because I may say that all shipments on this Seaboard Air Line they could have demanded in Fernandina we preferred to haul to Jacksonville—and the most exacting feature was to have to pay Four Hundred Dollars for a lot of stuff that came down that did not touch their yard, that being right on the river; anyway the contract shows we had to pay four hundred dollars a year—

Mr. Adams—I object to this; he is going into the contents of the contract.

The Court—I will sustain the objection. The witness is asked to describe the circumstances under which he had to sign it.

Q—To whom did you assert these objections, Mr. West?

A—To Mr. Shotter at first.

Q—One of these defendants?

A—Well, S. P. Shotter, yes sir.

Q—Where did you urge the objections? At what place?

A—Well, I think it was in his office here.

Q—Where.

A—In the city here.

Q—How long before the contract was executed, approximately? Mr. West, not exactly—

A—I am not sure whether it was the first meeting or whether it was the second.

Q—Approximately; how long, one month or two months?

A—Only a short time; I think we had two meetings here.

Q—Who was with Mr. Shotter?

A—At one time Mr. Nash was in the office with him; and another time, I think, Mr. Harris.

Q—Who was with you?

A—First Mr. Harris, he is the head manager of our factorage company.

Q—The head manager? Do you mean by that over you?

A—No, we have two managers, Mr. Day, Mr. Flynn—and Mr. J. E. Harris.

Q—And that's the superior manager of those two managers?

A—Yes sir.

Q—Mr. Nash and Mr. Shotter were together?

A—I think at one time Mr. Harris, Mr. Nash and myself were together.

Q—What statement did you make to Mr. Harris and Mr. Shotter with reference to this proposed contract and what replies did you receive, if any, from them?

A—I could not be positive as to what all was said.

Q—State the substance of it, please sir?

Mr. Adams—I don't know what Mr. West is trying to recollect, but perhaps this is as good a time as any to raise for the consideration of the court an objection to evidence—what we aver to be a controlling question in the case, and the pur-

(Continued on page 6.)

#### THE RECORD WILL PUBLISH THE ENTIRE OFFICIAL PROCEEDINGS OF THE SHOTTER TRIAL AND CONVICTION AT SAVANNAH.

The Record began in the last issue the publication of the official court proceedings in the recent trial in the Federal Court at Savannah of the American Naval Stores Co., National Transportation & Terminal Co., Messrs. Shotter, Nash, Moller and others.

A certified copy of these proceedings has been secured from the records and they will be published from beginning to end just as they are, without the additional dotting of an "i" or the crossing of a "t." The proceedings bring out everything that transpired in the court room beginning with the opening address of the Government, going on through the entire testimony, both for the Government and for the defendants, and down through the concluding arguments to the charge to the jury, and to the verdict of guilty pronounced upon the defendants by the jury.

We shall publish these proceedings from week to week, giving as much space each week as we can possibly devote to them until the entire proceedings have been concluded. And we know that every man, be he producer, consumer or even indirectly interested in the Naval Stores industry, will read them with the greatest interest and care.

We publish these proceedings for more than one reason:

First—those who are familiar with the Industrial Record will recall that for the past several years this paper has made a strenuous fight in the interests of the operators as against the combination that we had reason to believe was manipulating markets and restraining trade. On several occasions we have been called to task severely by those who apparently felt that our fight upon these interests was too severe, although it had always been our purpose and our determination to publish only those things that could be easily proven, and to be just and fair at all times to those who were being attacked by us.

No crusade on earth can be a successful one unless it is beset upon justice and fairness, and the Court of Law has been established to see that justice is meted out to every person, regardless of his social, or political or financial standing.

These proceedings, therefore, will go a long way toward verifying what has been said through the columns of this paper months and months before the Federal Courts took cognizance of what was going on in the Savannah Naval Stores market.

Second, we publish these proceedings for the further reason that as court records, they are public property and operators who have felt the strong hand of Mr. Shotter and his associates for years past have a right to know what has happened and the verbatim report of the testimony brought out at the trial of the defendants in Savannah will give the man pretty good idea and perhaps open the eyes of a great many of them where they have heretofore been more or less closed.

Another reason is the fact that the reports that were sent out from the trial to the newspapers who had correspondents in Savannah were censored and garbled. As a newspaper man of twenty years' experience, I say this frankly and a reference to the reports will verify the statement. Operators or consumers, therefore, who read the alleged reports of the trial sent out by Savannah correspondents and have had no further opportunity to look into the official records, have been misled as to what was actually testified to on the witness stand and for this reason the Record owes it to them to the publish the official proceedings in full.

Readers of this paper, therefore, will look from week to week for these proceedings until they have been finished and they shall not be disappointed in getting them. We have a certified copy of the proceedings before us. They are locked every night in the safe of the Record and they shall be printed and made public to our readers.

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