

PURPOSE  
"KNIGHTS OF THE WHITE LIGHT" (KU KLUX KLAN)

In the simplest words possible the purpose of our organization is to transport all "Negroes" in the United States to Africa. It is their law to compel the coon to leave unless he wants to go; the first step is to make him want to emigrate. Every person who joins this Order as we do, for other things to assist the coon to the conclusion that it is to their interest to place the Atlantic Ocean between themselves and the shores of the "KNIGHTS OF THE WHITE LIGHT".

The first step of this progress is persuasion is simple and legitimate. The members under severe penalty for the violation of this oath, swear that after January \_\_\_\_\_ neither they nor any member of their family will for any consideration,

1. Sell a negro anything to eat, drink or wear.
2. Rent them land, houses, or anything whatsoever.
3. Nor will any lawyer, teacher, preacher or doctor give them any professional assistance.
4. Fail to boycott any merchant who sells to them or buys from them, the same with hotel keepers or anyone else who is not a member. Members will not dare to any of the above things.
5. Fail to furnish any negro with a ticket who desires transportation to a seaport where passage to Africa might be obtained.

Speakers and agents are to tell them of the beautiful home across the Atlantic from whence they came. Nor is the press to be idle, all manner of articles, poems, pamphlets, calculated to excite a desire in them for a home across the pond will be scattered among them.

Poor whites of the cities are to take the places of the Negroes who are now working the large farms and plantations. Landowners who insist upon retaining Negro laborers and writers instead of poor whites will be dealt with in a summary manner that will not fail to convince them that it will be to their interest to discard the coon.

By these various and other means that are not mentioned; life will be made insupportable for the Negro, consequently, he will prefer our old place to his new one in this country. With this much accomplished, an agreement will be made with one of the provinces of Africa, some State preferably where some eleven or twelve millions of American Negroes can be happily located.

Steamship companies are being organized that will undertake to transport the Negroes with all the movable property they might desire to take with them to their new home. Of course, they will be expected to pay the own passage, but if they cannot, and there is not enough money in their crowd or enough property left behind to satisfy the skippers they will be taken free.

If they are settled in the colonies, the Negro will pass from under the control of the United States into the control of the British or French, which we can well afford to have them do with thanks in the bargain.

Second.

We must send agents among the Negroes, to encourage the emigration by telling them of the delightful climate, and the rich soil, where cotton and all kinds of fruit grow wild. There there are no white men to rob their common land from their men, where they can have officers and men their own laws, and where freedom will be as unlimited as the sunshine, which is above their heads. The agents can persuade them to make arrangements to go. Now Negroes will be found quite willing, for they can be made to feel as dis-embodied with conditions as we are, as an old Negro has expressed it "the situation as vacant".

Third.

Transportation must be furnished them or if possible have them to furnish their own ships. The price of the Negro will cause him to pay his own fare. By following this plan we can get rid of the Negro, -- this abominable race. This country has seen the dripping ground of the world last summer. It is our duty. Let us move forward to the King line, then when they jump them over we will jump them back again.

Let us consider, moreover, it is the 'survival of the fittest' but God wills it, -- the law of experience is in it all. It has been truthfully said "There is a law as far as the constitution". Let us now be brought here to realize it in all its line; now that are going to be returned to the "heart of their fatherland" to preach the glad tidings to every living soul in that lost continent for the Master.

This is an age of invention and commerce and we know there are men who look on everything from a standpoint of profit and loss. Now the propagation of the Gospel does not appeal to them. A material business spirit has seized upon them. Let us not despair for it does not require a prophet to see that a lively commerce will spring up between the United States and our Africans. By judicious dealings our foreign commerce will be greatly augmented.

The plan is before you from beginning to end, it is strictly non-sensical and considering the tremendous consequences its realization will have upon the people. It behooves you to give it our most careful consideration. We have a great crisis to meet. Let us turn to our duty, let our country call into the hands of the Negroes. Shall we permit this government of the people for the people of the people to permit even the death of our people? Let us rather substitute one that will eliminate the curse of the Nation, by "LIVING MISSIONS OF THE NATION" and receive the blessings of posterity.

## A FEW QUESTIONS

Who are these Negroes that some white men idealize? If we had some of the Negro-loving whites down south, we would compel them to live among the Negroes to squish them.

Instead of the old confiding ex-slave, we introduce to you the power back of today; and what a combination he is; lazy, treacherous, dishonest - in fact he lacks every attribute of a man. To delineate his character from a point of view of a human, is to cast a reflection upon the human race.

The vulgarization of the full-blooded Negro is a serious problem, but the vulgarization of the tea races is a greater danger. We are told that the infusion of white blood elevates the Negro, makes him a more reliable citizen; the three-fourths-breed and the half-breed and the one-eighth-breed, with all the science in mind, and intellectual abilities inherited from the white races that are more formidable than giving rise to greater responsibilities for our future.

Everywhere you find the Negro, and you find him everywhere, you will see a greater or lesser number of mulattoes. Under present conditions there is no possible way to prevent the amalgamation. Not one Negro woman in a hundred is chaste and that one in a hundred is so far as it regards a little girl or wife to a white man as a common herd. And let it be the white man that makes a Negro mistress. They are mostly of the lower stratum who is neither capable or considerate enough to think of the consequences of their act. Southern gentlemen will not excuse it. They will with such practice, and condemn it with greater severity than any one. They see clearly the disastrous results it will have upon our people.

The disfranchised negro: it is he, the unrelenting brute whom you hear the natives shout, and that because a lot of these illiterate creatures are disfranchised and the stability of our government and the welfare of its citizens. The man who is unable to read a section of the constitution is not qualified to exercise the responsibility of the ballot. To allow every one over twenty-one years to vote regardless of qualifications is to jeopardize the local government, a thing we will not stand. THE NEGRO PRESS CO.

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Note: The foregoing was addressed to a negro through an error. Many corrections in spelling have been made in the copying.

Instructions from Special Agent in Charge Edward J. Brennan.

REPORT MADE AT: New York City	DATE WHEN MADE: 8/10/22	PERIOD FOR WHICH MADE: 8/1 to 5/22 incl.	REPORT MADE BY: Andrew M. Battle. ✓
TITLE AND CHARACTER OF CASE:  IN RE: U. S. vs. MARCUS GARVEY - VIOLATION SEC. 215, U. S. C. C. - USING MAILS IN FURTHERANCE OF SCHEME TO DEFRAUD.			

FACTS DEVELOPED: At New York:

August 1st: Today I attended the opening meeting of the Third Annual International Convention of the Negro Peoples of the World at the 71st Regiment Armory. J. B. Bone from Mayor Hylan's staff spoke at the convention and among other things urged the colored people to be true to themselves and keep in mind that Mayor Hylan is one of the best friends of the folks of Harlem. Rev. Dr. Diags then quoted a passage from the bible and advised those present to make up their minds to leave this country and go to Africa where there will be a home for all the negroes. Gabriel Johnson, Potentate and Supreme Commissioner of the U. N. I. A. then spoke and said among other things that Garvey was the proper leader and that the negro race should take courage and follow him. Johnson was followed by E. A. Toot, Secretary, who urged everyone to give a dollar in the collection. Rev. J. E. Austin, of Pittsburgh, Pastor of the Ebenezer Baptist Church, urged the colored folks to follow their Moses, Marcus Garvey, and said he was an angel sent from God to lead the folks. Other speakers were Dr. William H. Shurrell of Cleveland and J. W. H. Eason. Eason said that although he went to war to make this country safe for all mankind, up to this time the country is no safer for the negro than it was before the war, so all negroes must get ready to strike the blow and be free. Marcus Garvey read his speech and more than half of the audience walked out while he was reading it.

August 2nd: Today I again attended the convention of the U. M. I. A. at Liberty Hall. At 2:00 P.M. Garvey asked the convention to impeach Surgeon General J. D. Gibson for dishonesty and disloyalty to the convention. Convention moved to put the matter into the hands of a committee of five for recommendation. Marcus Garvey then asked that H. M. Johnson, the speaker of the convention, be impeached for dishonesty and disloyalty. This matter was placed in the hands of the above committee.

Garvey then recommended to the convention that they send five delegates to Geneva, Switzerland, to sit in the conference of the League of Nations which meets on September 4th and ask for a place in the conference. The convention moved to send the following five men as delegates and they are to leave here so as to get to Switzerland for September 4th: Dr. J. E. Diggs of Baltimore, William Ferris, M. Morris, W. M. Eliger, H. Harch and William Perry. It was also said by J. E. Diggs of Baltimore that if they went over and didn't get a hearing they would come back and strike the blow.

During the evening session William Ferris was one of the speakers and again urged everyone present to follow their leader, Marcus Garvey. The next speaker was J. W. Bows who warned those present to be careful of the traitors of the negro race and stated that everyone of them ought to be killed and sent to Hell. He was followed by J. Johnson of New Orleans who asked everybody to get together and said that the only way to stop lynching in the South is for every man to get a gun and send every lyncher to Hell as fast as they come and that this was the only way to end such brutal crimes. He said the folks in his county are already to strike the blow at any time and that he did not believe in white

lynching or negro lynching. In the morning there were more than three thousand present. In the afternoon about four thousand present and in the evening more than five thousand and they are still coming on almost every train.

August 3rd: Today I again attended the convention. First business of the day was the trial of Surgeon General J. D. Gibson on the ground that he was incompetent and disloyal to the organization. Marcus Garvey was called to the stand and stated that Gibson was dishonest, disloyal and arrogant and that Gibson had never shown him any papers to prove that he was a doctor of medicine. Garvey was asked what caused him to feel that Gibson was disloyal. When Garvey was questioned further he was unable to state any specific case wherein Gibson had shown disloyalty but stated that he had heard that Gibson was disloyal and he added that Gibson was no good and was not worth fifteen cents. Several other witnesses were called to the stand to testify against Gibson, but none could state that they had seen or heard of Gibson stealing any money or goods from the U. N. I. A.

At 2:00 P.M. Gibson was called to the stand and among other things he said that his salary was \$6,500 a year, but that he had only been paid \$400 of this amount; that he had to mortgage his home to get money to get from Chicago and that Garvey would not pay him. He stated that during the nine weeks he was in Chicago he only received \$35 and that he was practically starving and had lent the Black Star Line thousands of dollars, but could not get any money from the organization. Several witnesses were put on in Gibson's behalf, some from Chicago, Long Branch, Atlantic City, New Orleans and Indiana. They stated that Gibson

had done a great deal for the organization. Gibson, while on the stand, also showed five diplomas he had received from different colleges, notwithstanding all of which Garvey got a vote of 108 to 3 in favor of impeaching Gibson. At the evening session Rev. W. W. Brown spoke and among other things said that he was a friend of Garvey and urged the members to follow him (Garvey) and not talk so much, but do do more. Rev. J. C. Austin of Pittsburgh also spoke and said that he was a friend of Garvey and would back him up, but that he had no good will for the Ku Klux Klan. He advised all the members to pull together and not fight among themselves and to keep their secrets to themselves so that when they get ready to do anything, no one would know about it. There were about two thousand present at the morning meeting, four thousand in the afternoon and nine thousand in the evening. During one of the recesses I talked with Rev. G. E. Stewart and F. A. Toot and they both stated they were much upset about the way Garvey was acting and that they would be glad when they got out of office as they were afraid Garvey might impeach them for spite.

August 4th: This morning I again attended the convention. The first business of the day was taken up by Garvey who appointed himself as speaker in place of H. H. Johnson who was deposed. I spoke to several of the leading preachers of Harlem during the day regarding the action of Rev. J. C. Austin in taking part in the program of the U. H. I. A. and they all were of the opinion that he should not have done so and was harming both himself and the Baptist cause by dealing with Marcus Garvey.

The night session was given over to the business of inducing the members and delegates not to fight amongst themselves.

There are meetings being held in the streets every night and the speakers advise their hearers that Garvey is a faker and that he should be run out of town; also that the American negro should not allow a faker to come to this country and stir the thinking negroes up to such a pitch of foolishness as Garvey has done.

August 5th: The U. N. I. A. convention did not meet today, Saturday, so I spent the time interviewing American Baptist preachers and business men of Harlem to see just how they felt toward Marcus Garvey and the convention. All those I interviewed seemed to be against the Garvey movement and had no faith in Garvey or his ventures. It seems that none of the leading American negroes of Harlem is in favor of the Garvey method and most of them think he should be run out of town or deported.

REPORT MADE BY J. J. GARRITY	PLACE WHERE MADE NEW YORK, N.Y.	DATE WHEN MADE 8/15/22	PERIOD FOR WHICH MADE 8/9-12-13-14
TITLE OF CASE AND OFFENSE CHARGED OR NATURE OF MATTER UNDER INVESTIGATION. J. J. GARRITY Violation Sec. 215, U.S.C. Using the mails in a scheme to defraud.			
STATEMENT OF OPERATIONS, EVIDENCE COLLECTED, NAMES AND ADDRESSES OF PERSONS INTERVIEWED, PLACES VISITED, ETC.			

Today I attended the U.M.F.A. Convention at Liberty Hall. The subject for the day was: "A Better Government in Africa for the Negro Race."

Among other things Garvey said after the subject had been gone over and conclusions had been reached, that a petition should be sent to the powers in Africa. Many of the delegates spoke on this subject.

A delegation of five was finally appointed to go over the matter and report to the convention.

During the day I met MRS. LULAH ANN HURST of Kansas City, whose husband is a Baptist preacher in that city. Mrs. Hurst, who is now stopping at 112 West 130th Street, said that J. J. GARRITY had stopped in her home while in Kansas City.

At 8:30 P.M. I attended the night session, the subject of the evening being "The Future of the Negro in America. Garvey opened up the subject by stating that the future for the Negro in America was not safe and the thing for the Negro to do was to go back to Africa and have a government of their own.

August 10th:

Today I attended the tenth session of the convention at Liberty Hall, the subject of the day being "THE FUTURE OF THE NEGRO IN AMERICA, being a continuation of the Wednesday

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night session. The general consensus of opinion of all those who spoke seemed to be that America was not a safe place for the Negro and that the safest place for the future Negro would be in Africa.

In a talk I had with Mr. G. GADBY of Panama, he said that he did not agree with Garvey for the reason that Garvey was trying to "pull over" with the Ku Klux Klan and was also trying to get all the old officers out of office so that he could appoint his own and thus handle them as he pleased. His plan is to have all of his staff canvass the entire country, advising the Negroes to go to Africa and the Klan have agreed to help these Negroes to find sufficient money to pay their own way. If Garvey can have this done he will turn the business to the West Indies and Africa. It is understood that Garvey has some sort of agreement with the Ku Klux Klan on this matter but the Klan will not do anything until Garvey has his forces ready. It is about this matter that Garvey had reference when on Sunday night he stated that nobody would know what side the Negro was to be on in future wars. According to a report, the Klan will make it so hot for the Negro in the United States that he will not be able to buy even a railroad ticket and will be forced to get rid of all his holdings for nothing.

I had a talk with REV. A. K. MACKEY who informed me that WILLES MOSES had sent word to Marcus Garvey not to try to carry out his program as he sees it, as the time is not ripe as yet.

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I also had a talk with REV. R. H. HIGGINS of Coconut Grove, Fla. who is Vice-President of that Division. He said that he thought the visit of Garvey to the Ku Klux Klan was proper, and that as the Jew, the Catholic and the Negro had no right in this country, the Klan had agreed to get the Negro out of it. He said he was going all over the country and would leave here on Saturday for Cleveland, where he has a brother who will join with him and spread Garvey's doctrine amongst the American preachers, as they had a great hold on the Negro people of the country. He informed me that he had been whipped at Coconut Grove last year and he knew that the white people of America did not care much for the West Indians and neither did the West Indians care for the whites.

In the evening I attended the annual reception at Liberty Hall, where about eight were given degrees by the Potentate. More than 200 ladies and gentlemen were presented to Garvey, there being about 3,000 persons present.

Some of the delegates in speaking of lynching in the South, said the only thing to do was to make lynching expensive by killing three or four for every one that was lynched and the thing to do was to get arms ready.

I heard also that DR. DAVIS is said to be procuring arms at Miami, Fla.

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August 11th:

This morning I had a talk with MRS. BEFA BUSHELL of 12 West 130th Street, who told me among other things that MRS. B. HURST of Kansas City, had been paid \$25.00 a day for two days by Marcus Garvey and had a round trip carfare paid from Kansas City to New York to sing at the convention opening.

I afterwards had a talk with Mrs. Hurst, who informed me that Marcus Garvey had stopped with her three times when he came to Kansas City, staying five days in March, six days in May and then came back in June and remained there until he had obtained his decree of divorce. She said that Garvey stayed at her house every time he came to Kansas City and wanted her husband to become President of the U.N.I.A. but her husband refused to accept because he was afraid it would interfere with his church work, he being a Baptist preacher with a congregation of about 1300. She informed me that Garvey had procured his divorce in Spencer, Kansas, which is a short distance from Kansas City.

I also attended another session of the convention, the subject being "The Industrial and Commercial Interests of Liberia." Nearly all the delegates spoke on this subject and after a long discussion, the matter was turned over to a Committee of Five for consideration.

The next subject presented for discussion was "The Liberian Loan." Some of the delegates expressed the opinion that it would not be a good thing for the U.S. Government to grant the

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loan to Liberia as the United States would then have a hold on that country, while others stated it was their opinion that it would be better for the U.N.I.A. to have each member pay 50¢ per week and loan the money to Liberia so that the U.N.I.A. would have a hold on that country. Others had other plans, one being that each member should pay one cent a day, which the delegate thought would enable the U.N.I.A. to float the loan.

Today I was informed by REV. G. E. STEWART that he intended to make his report by next Tuesday and that then he and F. A. FOOT would resign and get out of the country.

August 18th:

Today I had a talk with RICHARD MEMARD of 167 West 143rd Street, a delegate from London. He stated it was his belief that the secret of Marcus Garvey's interview with the leader of the Ku Klux Klan was not told to everyone, because if it were, this government would put a stop to Garvey's plan. He also said that Garvey had made a mistake in trying to handle everything himself as if he had trusted others, he would have gotten better advice and the matter would not have gone so far as it has. He advised me that the organization was sending men all over the country to inform the Negroes that Garvey's visit to the Klan was not intended to be harmful to the Negroes but rather to help them. I again met G.E. Stewart, who told me that he would make out his report Tuesday or Wednesday and at once resign and leave this state. He also said that he

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trying to get a position with the company as a director and tried to borrow \$600.00 from me so as to be able to buy enough shares in the company to be appointed director.

REPORT MADE AT: New York City	DATE WHEN MADE: + 8/10/22	PERIOD FOR WHICH MADE: 8/6-7-8/22	REPORT MADE BY: Andrew M. Battle.
TITLE AND CHARACTER OF CASE: IN RE: U. S. VS. MARCUS GARVEY - VIOLATION SEC. 215, U. S. C. C. - USING MAILS IN FURTHERANCE OF SCHEME TO DEFRAUD.			

At New York:

FACTS DEVELOPED:

August 6th: Today I attended the meeting of the friends of Negro Freedom in the hall at the corner of 131st St. and 7th Avenue where William Pickens was the chief speaker. He criticised Marcus Garvey and his movement very sharply and stated that no man who had good sense would listen to Garvey's advice to renounce his citizenship and leave the United States to go to Africa. He said that Garvey was a liar and a traitor and that Garvey would never go to Africa and if he could they would not let him land as Garvey had caused more trouble amongst other nations by his fool dreams than any other man of today. There were about 2500 people in the hall of which about half were Garvey followers and as a result there were constant interruptions, but no real trouble. At 8:00 P.M. I attended a meeting at Liberty Hall where William Ferris spoke and advised all those present to follow the leader Marcus Garvey. Marcus Garvey also spoke and predicted that there would be another war and that he was not prepared to say what side the negro would be on, but when the time came the negro would be ready to strike the blow and get what they want. He also issued a warning to all those who are against the U. N. I. A. and stated that harm might come to them if they did not stop their criticism.

August 7th: This morning I attended the convention of the U. I. A. The first business taken up was the question of the impeachment of Johnson. After a debate Johnson demanded a written copy of the charges.

Garvey first objected to furnishing a written charge, but the judges ruled that no case could be tried without the defense having a copy of the charges in writing. Garvey then wrote the charges which consisted of ineligibility for office and conspiracy, and also stated that Johnson had not paid up his dues. Johnson later testified that none of the other high officers of the organization had paid their dues, but, notwithstanding his testimony, he was found guilty by a vote of 109 to 15, although the conspiracy charge was dropped. At the night session the subject under discussion was race brotherhood.

August 8th: At the morning session of the convention today the subject was, how to establish better relationship amongst the negroes of the world. Nearly every delegate spoke on the same subject, some seeming to think the best way to establish this brotherhood would be through a fleet of steamers. Another was in favor of radio communication so that Marcus Garvey could convey his message to all the world.

In the evening, Tayler, the Second vice president, resigned his office because of the way Johnson, the speaker of the convention, had been treated. The attendance at the meetings seems to have fallen off and from all I have been able to gather through conversations with the various delegates, there seems to be considerable dissension amongst them and some feeling against Garvey because of the high-handed methods he has used in running the convention.

100-1781-6

OFFICE OF DIRECTOR  
BUREAU OF INVESTIGATION

JEH:H



August 10, 1932.

Memorandum for Mr. Cunningham:

My attention has just been called to the renewed activities of Marcus Garvey, whose case is in your office in connection with an effort to defraud the mails.

Garvey is a notorious negro agitator, affectionately referred to by his own race as the "negro Moses."

Attached to his name, you will recall, is a list of titles which would do credit to some foreign potentate.

He is again engaged in propaganda among the negroes, and I am informed that his income is at least \$1,000 per day, secured from various funds.

My purpose in calling it to your attention is to urge, if possible, early action upon the prosecution which is now pending, in order that he may be once and for all put where he can peruse his past activities behind the four walls in the Atlanta clime.

Respectfully,

*J. E. Hoover*

REPORT MADE AT: NEW YORK, N.Y.	DATE WHEN MADE: 8-18-22	PERIOD FOR WHICH MADE: 8-8-22 to 8-15-22	REPORT MADE BY: JAMES E. ALLOS
TITLE AND CHARACTER OF CASE: RE: U. S. vs MARCUS GARVEY Viol. Sec. 215 U.S.C.C. - Using the mails in furtherance of a <u>scheme to defraud.</u>			

FACTS DEVELOPED:

NEW YORK, N.Y.

Continuing on the above investigation, Agent interviewed Capt. J. Cockburn who informed Agent that one Dr. J. D. Gibson, who was Surgeon General of U.N.I.A. had seen a telegram from GARVEY when he was away on his last trip telling GARCIA that regardless of whether any one else was paid, that they were to see to it that DUSE ALI MAHMOOD received his money promptly every week. MR. JAMES A. BROWN 124 West 137th Street and THOMAS R. DALY 101 West 138th Street, who were sent by the stockholders of the Black Star Line to go over the books in Bureau Office told agent after going over same very carefully that GARVEY would have to explain to the stockholders what he had done with all their monies as the books do not tally with what he has been telling them and that they would report to the stockholders the 17th of September.

Agent interviewed WILFORD SMITH and Attorney Williams - Garvey's attorneys, who came to the Bureau Office with a proposition to have the Department of Justice quash the indictment if Garvey would pay back dollar for dollar to all the stockholders and the way they expected to pay back was to tax each member of the U.N.I.A. a certain amount each month until it was paid up Each member of the U.N.I.A. is a stockholder in the Black Star line, so they will be robbing Peter to pay Paul.

REPORT MADE AT: New York City	DATE WHEN MADE: 8/18/22	PERIOD FOR WHICH MADE: 8/13-14-15-16, 22	REPORT MADE BY: Andrew M. Battle.
TITLE AND CHARACTER OF CASE: IN RE: U. S. VS. MARCUS GARVEY, VIOLATION SEC. 215 -.USING MAILS IN PER- TRENANCE OF SCHEME TO DEFRAUD.			

FACTS DEVELOPED: At New York:

August 10th: Today I attended the convention at Liberty Hall where more than five thousand people were in attendance. Barrell of Cuba was one of the speakers who, among other things, stated, that Marc Garvey was referred to all over Cuba as "the Moses." Garvey also spoke and in the course of his remarks said, that if anyone ever saw a white man patting a negro on the shoulder, he could be sure that the negro was a traitor to his race and that that is what Professor William Pickens was having done to him. He also said, that there soon would be war and the U. N. I. A. was getting ready for it. He said, that it might not come for a year or two years, but the U. N. I. A. was getting ready for it and that the only thing to do was not to pay any attention to fools and traitors, probably referring to Pickens and others who had criticized him and the organization. C. B. Stewart called to see me and told me I would be out of the U. N. I. A. on Wednesday next. A. F. Toot also said he would resign as soon as he read his report.

August 14th: Today I attended the convention, the subject of discussion being "Ways and Means of the Output of Industry." After several speakers had addressed the convention, Arnold J. Ford, Director of Music of the U. N. I. A., told the convention that a Bible House wanted to give the convention some Bibles. Mr. Garvey said it would be best not to accept the Bibles, but to thank the Bible House for the kindness and

suggest that they give the Bibles to some of the Southern States. He added that the white people do not practise religion nor practise what they preach and that the refusal of Bibles would teach them a lesson that the U. M. I. A. would not accept anything from them. The suggestion was put to a vote and ninety-six voted to accept the Bibles while fifty-six voted against. Garvey then ruled that the vote was lost on the ground that there were not two-thirds majority. One delegate appealed from the chairman's ruling, but Garvey carried his point.

Next subject for discussion was a universal political platform for the U. M. I. A. Garvey opened the subject by saying that the organization wanted to create such interest in the U. M. I. A. that it would have a universal standing all over the world. After considerable discussion the matter was placed in the hands of a committee of five for recommendations.

At the evening session the subject for discussion was "Ways and Means to Restore the Black Star Line." One delegate said that nothing could be done until the report had been received and asked why a committee which had been sent out had not reported. Garvey then, in discussing the Black Star Line, said, "What is two or three million dollars; that will only shape the negro race to guard against mistakes the next time."

The delegates present did not have much to say regarding the Black Star Line and Garvey told them, that if they did not want to talk on this subject it should be taken off the agenda. The delegates to the convention were three hundred and thirty-eight and about one-third of them have gone home because the did not like the way Garvey had been acting.

190-1781-6

August 15th: I this morning attended the early session where the subject for discussion was continued from the evening before and considerable time was given up to discussing the affairs of the Black Star Line. In answer to a question by one of the delegates as to the number of shares that had been sold, the statement was made that one hundred and eighty-five thousand (185,000) had been sold and paid for at five dollars (\$5) a share. It was also stated that, in order to settle up with the shareholders, about nine hundred and thirty thousand dollars (\$930,000) would have to be raised and at present there is no money on hand. One delegate suggested that the only thing to do is to start the Black Star Line again and then sell forty per cent of the stock to the Japanese which would give the Line a footing with that power and that the Japanese would see that the Line did not fail. Another said, that if disgrace awaited those who had been dishonest in connection with the Line, the sooner it was found out the better it would be so that the dishonest ones might be shown up. After the session was over I had a talk with J. S. De Bory, 103 West 145th St. He stated that when the Phyllis Wheatley was about to be bought he had a satchel of papers ready to go to the other side and put out among the powers, but Garvey prevented his going. He also said, that the U. N. I. A. owed him fifteen months pay at the rate of five hundred dollars (\$500) a month and had not paid him a dollar, and that now Garvey, in order to avoid payment, was trying to get rid of him on the ground that he was too old. This man is a delegate to the convention from Jamaica. I also had a talk with Dr. J. H. Bird, a physician of Norfolk, Va., who informed me that in his opinion Garvey was merely scheming for his own good and that the people of Norfolk were not satis-

fied with his method of doing things. At the evening session Rev. ... Brown of 143 West 131st St., who is pastor of the Metropolitan Baptist Church, spoke and said, among other things, that Marcus Garvey was "A God-sent leader" and advised Garvey to pay no attention to the people who criticised him as they did not amount to anything. Rev. J. C. Austin of Pittsburgh, one of the speakers, told the delegates to stop making false statements and to be sure that they would be able to prove any such statements that they might make. He also said, that there will be no chance for anybody today to go to Africa and break friendship with this government, adding that a person could not leave on any ship without a passport and that the passports would have to be gotten from the white man; also that they could not get favors from the white man and hit him in the face at the same time. He then asked his audience what any of them would do with Africa at this moment and said that they had a long way to travel before they would be able to handle Africa. He advised that the first thing to do is to obtain holding of large tracts of land in that country, establish factories, mills, etc., teach the young men and women and after having accomplished this it would then be time enough to make a dash for Africa. It was evident that Garvey's friends did not like the tone of Austin's speech and Austin said, he was only telling the truth. Garvey then stated that he would submit his report on Thursday.

August 16th: This morning I had a talk with A. M. Hicks and he stated that Garvey would be able to pay the men who would conduct the Government case against him and nothing would be done to him. I later attended the morning session of the convention, the subject for discussion being "The Negro Press and Its Future." One delegate said, the

reason the negro press had not progressed was because it was for sale and anyone could buy it. Another made the statement that the only way the negro press could be made to amount to anything would be for the U. N. I. A. to manage in some way to buy sufficient stock in the different negro newspapers and thus control them. After some discussion on this matter Kirby of Chicago said that if the convention would leave the matter to him he would in some way get the majority of shares in every printing press in the country and then the U. N. I. A. would be able to handle the matter.

At the afternoon session the subject for discussion was the negro's future in politics. After discussion had gone on for some time and various suggestions listened to, J. W. E. Mason said: "Now you are all talking about the negro in politics; let everyone who can vote hold up his hand," and as a result not more than one hundred held up their hands. Continuing his remarks Mason said that no one could take the place of the loyal voter and that in order to vote a person should fit himself for the task. He also said that most of those present thought themselves too good to properly fit themselves to vote. This statement caused considerable objection on the part of the West Indian delegates. One delegate said that the only way for the negro to act in order to make his vote count was to have the U. N. I. A. have all its members vote one way all over the world and that if this plan were followed out the U. N. I. A. would have a say in Congress. One delegate said that the American voters were all rotten, to which remark Mason made exception. Mason then addressed himself to Garvey and said that he had been working with him for two years and a half and that he had been led to believe by Garvey that they were

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working together, but that now Garvey seemed to think the West Indian better than the American negro. At the night session the subject was the future of the negro in politics, but nothing of interest was said on this subject.

REPORT MADE AT: N.Y. YORK, N.Y.	DATE WHEN MADE: 8/20/22	PERIOD FOR WHICH MADE: 8/17/22	REPORT MADE BY: ARTHUR L. BATTLE
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. Foot 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.L. Tobies, 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 Du Lux Hotel at Atlanta inasmuch as Garvey found that he was located out in the North so he joined the Hotel 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.N.I.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 \$351.00 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: <b>NEW YORK, N.Y.</b>	DATE WHEN MADE: <b>8-23-22</b>	PERIOD FOR WHICH MADE: <b>8-15-22 to 8-22-22</b>	REPORT MADE BY: <b>JAMES E. AMOS</b>
TITLE AND CHARACTER OF CASE: <b>RE: U. S. vs MARCUS GARVEY</b>			<b>Viol. Sec. 215 C.C. Using Mails in furtherance of a scheme to defraud.</b>

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. 26<sup>th</sup> 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 citizenship papers.  
he raves about Great Britain  
and then 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

distilling<sup>3</sup> 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  
not in jail. E. L. L. & F. H. L.  
151 W. 136 St.

OFFICE OF DIRECTOR  
BUREAU OF INVESTIGATION



From Estelle J. Flores,  
101 E. 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 dead kin, etc, etc. and banks his money in Canada or Kingston, Jamaica, B.W.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 E. 138th St. 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 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. H.

September 14, 1922

Mr. Joseph H. Flores,

102 West 100th St.,

New York City.

Dear Sir --

I desire to thank you for the information  
as regards the collection of August 1922, which I shall  
be glad to have your office for their attention.

Yours very truly,

Director.

Department of Justice,

Bureau of Investigation.

Pittsburgh, Pennsylvania.  
P.O.Box 987.

August 29th, 1933.

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 seeks 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.

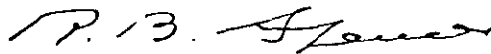
Further that the negroes have become excited against the whites through GARVEY's teaching to such an extent that it would not surprise the Reverend Johnson at any time if a race riot broke out in Woodlawn. He expressed belief that a missionary would be of some use among these ignorant colored people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

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,



RBS:O

R.B. SPENCER,  
Special Agent in Charge.

REPORT MADE AT: New York City	DATE WHEN MADE: 8/30/22	PERIOD FOR WHICH MADE: 8/26-27-28, 21	REPORT MADE BY: Andrew A. Little.
TITLE AND CHARACTER OF CASE: In L.A: U. S. W. MARCUS GARVEY - VIOLATION SEC. 111, USC - LAIES IN FURNISHING OF SCHEME TO DEFRAUD.			

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 West 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 Jones again spoke along the same lines as he had earlier in the day.

August 28th: 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 Os tain 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 \$300.

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 same.

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. ... ROUS GARVEY :

August 31st, 1922. James E. Amos.

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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: New York, N.Y.	DATE WHEN MADE: Sept. 6, 1922.	PERIOD FOR WHICH MADE: Aug. 30th to Sept. 6, 1922, incl.	REPORT MADE BY: James E. Amos.
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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 129th 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 defamations 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 E. Amos.

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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, 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 M. Pattle.

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, U. S. A.,  
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. 329.1121 - Sour, John Sydney 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 abhorred 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, calling 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 unauthorized 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 mistreatment by the Military Authorities for no offence 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 enclose as 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 motivated by prejudiced vindictive and malicious motives to injure me for being a Negro and my reputation in the eyes of our countrymen, before whom I have a true allegiance and loyalty and a true station, honorably, 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 hereto 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 PURE 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 PERMIT 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 inequality 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 cruel 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

*Ante: Eudoro de Lora*

Accepted Representative.

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

REPORT MADE AT: New York, N.Y.	DATE WHEN MADE: Sept. 7, 1922.	PERIOD FOR WHICH MADE: Aug. 31, 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.

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 1/2% on all paid-up

RE: U.S. vs. MARCE 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, 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 H. 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 AMY 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.

GFR.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 BENJAMIN S. FICKES, 101 West  
186th Street, your city, on the negro subject.

Yours very truly,

Director.

encl.



Instructions received from Special Agent in Ch. J. E. 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. IOLANTHA 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: New York, N.Y.	DATE WHEN MADE: Sept. 20, 1922.	PERIOD FOR WHICH MADE: Sept. 13 to 20, 1922, incl.	REPORT MADE BY: 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 CAPT. 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

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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 MARCUS GARVEY:  6			Using mails in further- ance of <del>a scheme</del> 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 propaganda. 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.

LAW OFFICES OF ALAN B. AXTELL  
11 West Street

September 6, 1942

Dear Sir:

The judgment of all the people of the crew of the  
Kamasa amounts, to about \$18,000. including costs. It has  
been recently suggested to me that the sum of \$5,000. 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  
\$5,000. 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 \$1,000. Do not bother me by talking on the phone or  
calling on the office. It is unnecessary, just sign this  
slip.

Very truly yours,

Alan B. Axtell

AM/CK

W A I V E R:

I consent and authorize my attorney Alan B. Axtell to  
sell my interest in the judgment of Albert E. King et al vs  
Black Star Line, Inc., with the understanding that \$5,000. 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 MARCUS 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 among 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 LOHAMED 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 133rd 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 MOHAMED 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.

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

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

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 HERWIN 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.

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

REPORT MADE AT:	DATE WHEN MADE:	PERIOD FOR WHICH MADE:	REPORT MADE BY:
Pittsburgh, Pa.	Oct. 9, 1932	Oct. 7th, 1932	H.J.LENIX.
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. MARCUS 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.

Agent also interviewed WALTER WHITE, Asst. Secy. of the NATIONAL ASSN. for the ADVANCE-

E: U. S. vs. MARCUS GARVEY :

October 19, 1922. James E. Amos.

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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.

SPECIAL AGENT IN CHARGE

RECEIVED BY BARCLAY 6760  
POST OFFICE BOX 211  
CITY HALL STATION

## Department of Justice

Division of Investigation

15 PARK 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  
Mf. Viol. Sec. 1019 U.S.C.

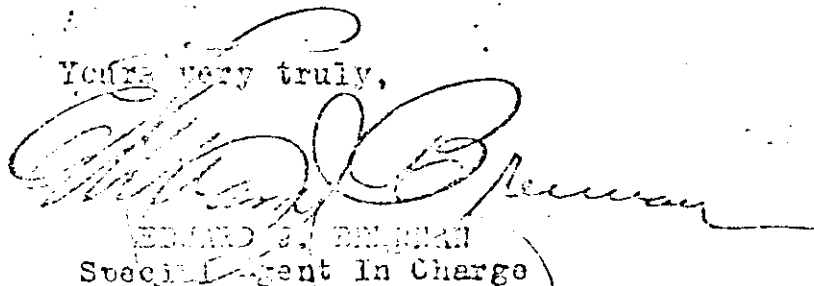
Dear Sir:

I am advised by Special Agent James E. Ames that in a recent conversation with Mr. W. E. Margherita DeBoise, Editor in Chief of the "Crisis" of New York City, concerning the activities of Marcus Garvey, he mentioned Mr. Herbert Belisser, Editor, "Africa World," 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 Belisser be interviewed or communicated with.

Thanking you in advance, I am

Yours very truly,

  
EDWARD J. BRENNAN  
Special Agent In Charge

JRA:LVH.

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 GARCIA, GEORGE TOBIAS and ORLANDO M. THOMPSON in violations of Sections 215 & 37 U.S.C.G. under the title United States v. Marcus Garvey et al.

Respectfully,

*Thompson*

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 M. 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 Fund, (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 schema 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) (Thereafter follows seven specific counts charging misuse of the mails in violation of Section 215 U. S. C. C.)

(h) Eighth Count: Recites all the allegations of the first count and further 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 wilful 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. D.,  
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 PIPPS,  
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 M. 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. G. 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 E. Smith,  
William C. Matthews,  
William H. Ferris,  
Fred A. Toots,  
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. "YARMOUGH" 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. Motion 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 up 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 \$5. 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, Loote 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. J. 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, Capt. 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  
Bail

and in case of Special Drives or from Special Agents under these 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 29, 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
	23001	23119
	23501	23600
	25474	25500
	28901	29999
	29701	29800
	30701	30800
	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.**

		<u>Shares Issued</u>	<u>Shares Cancelled</u>	<u>Shares Transferred</u>	<u>Shares Outstanding.</u>
<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
		37142	581		36561
<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	5145	58	6	5022
		85831	1124	529	84228
	July	5690	41	46	5603
	August	4714	35	14	4665
	September	5233	44	25	5164
	October	4303	86	37	4180
	November	2515	34	16	2565
	December	2971	13		2958
		111407	1377	667	109363
<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
		134987	1665	761	132561
	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
		154937	1708	769	152460
<u>1922</u>	January	323			323
	February	250	7		243
		155510	1715	769	153026

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, Peyser 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, Peyser &amp; Citrin.</u>
December 1919*	\$182,805		
June 1920	421,140	442,625	442,625
December	546,815	536,081	
June 1921	662,700	622,255	622,255
December	762,300		
February 1922	765,130		

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 30, 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, Pepper and Citrin (1 Madison Avenue) were called in early in 1920, probably in March, and one of their employees, H. S. Chirlian, 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. Chirlian, 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

To approximate Revenues (N.O.S.)	196,917.64
	10,000.00

\$206,917.64

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
	181,079.44 (A)

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 Mendenhall, 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 " "	628.00

\$ 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	150.00

21,959.18

Office Expense.

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

19,081.34

Operating Expense.

S. S. Yarmouth	30,589.42	\$71,629.94
Deficit		\$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	<u>27,838.20</u>

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, Poyser 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. Chirlian 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. Chirlian 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 LIME, 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		4,440.16
8,354.74		4,681.64
200,000.00		189,351.65
77,053.57		66,761.47
35,000.00		35,000.00
118,153.28		
1,933.49		2,025.23
5,500.00		
14,551.73		13,742.44
65,334.05	Loss on operations	102,890.07
04,799.92	Office & stock selling expense	131,905.84
63,124.14		342,677.39
42,625.00		406,310.50
68,835.00		32,595.96
	Deficit	403,105.13
		254,795.91
	Stock Worth	204,100.57
21,500.00		21,500.00
12,143.02		
1,539.30		
7,075.82		117,076.82
63,124.14		342,677.39

COMP. FIVE STATEMENT OF TURKE BALANCE SHEET

JUNE 30, 1920

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

Balance Sheet June  
in JOURNAL, page 20  
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	8,854.74	
(A)	S.S. Yarmouth Schedule IV.	178,158.36	
	" Kanawha "	75,359.01	
	" Shadyside "	35,000.00	

Total Invested Assets 328,190.38

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

Deferred Charges.

Prepaid insurance on  
steamships, property, etc. 5,729.00

Due from Subscribers to  
Capital Stock 118,153.28

Current Assets.

Cash in Bank	1,935.48	
Deposit (security)	5,500.00	
Loans Receivable		
(Schedule I)	14,551.73	21,985.21

Organization expense 289,066.27

Deficit on  
operations  
Organization  
& promotion

763,124.14

LIABILITIES.

Capital.

Capital Stock issued	442,625.00
Subscriptions to capital stock	143,235.00

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

763,124.14

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	976.30
Freight " "	133.08
Miscellaneous	2,774.54
Payments on stock forfeited	35,115.61
Loss	209,456.34

Expense

Rent	100.00
Misc	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
Total Stock Selling Expense	<u>27,965.47</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>
Total Office Expense	55,865.89
S. S. Yarmouth	54,644.12
" Kanawha	117,678.36
" Shadyside	<u>8,946.45</u>
Total Operating Expense	161,266.93

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>32,585.98</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 centre 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.

190-1781-6

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

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

and this Garvey, 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.

INCOME.

Total.

Freight S.S. Yarmouth	\$32,201.66	
Passenger " "	12,578.05	
Shadyside	2,862.63	
Kanawha	98.25	
Miscellaneous	7,024.32	\$ 54,784.91

EXPENSE.

Rent, halls, etc.	6,437.47	
Music	10,516.20	
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	385.96	
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		68,329.02
S. S. Yarmouth	138,469.55	
" Kanawha	4,060.63	
Shadyside	8,120.28	
Operating expense total		150,650.66
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
<b>Total</b>	<b>\$32,646.63</b>

#### 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 26th.) 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 employers 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. Chirkin:

"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. M. 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	35,000.00	-	35,000.00
	\$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	35,000.00
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 GENTRY) 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. N. 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. N. 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, 1941, with comment on various accounts and the audit addressed to the BLACK STAR LINE, INC., Attention - Mr. Marcus Garvey, President General - stating that they had audited the books for the year ended June 30, 1941, 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.

Statement of Income, Profit and Loss forAs set up by Accountants  
SIMONOFF, PEYSER & CITRIN.Income

Freight S. S. Yarmouth	8,087.35	
" " Kanawah	133.03	8,220.43
Passengers "Transportation		
" S. S. Yarmouth	3,521.39	
" " Kanawah	958.05	
" " Shady Side	3,312.17	7,791.61
Gross Income, Operations		<u>16,012.04</u>
Deduct Steamship Operation Expenses		
Schedule I		<u>110,885.80</u>
Net loss on Steamship Operations		94,873.76

Expenses

General & Administrative Expense Schedule 2.	39,623.77	
Maintenance of Real Estate Schedule 3.	2,892.48	
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:		357,000.00
Premiums Stock Forfeitures	35,115.61	
Misc. Income		
Gate Receipts	6,779.43	<u>41,895.04</u>
		115,201.45

E. INC.

JUNE 30th, 1921.

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

ASSETS

S. S. Yarmouth	189,842.90
"    Kanawha	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	14,611.16
"    "    Agents returns	33,782.43
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
Unearned Passage Liberia	<u>7,299.25</u>

Balance Sheet as at :As set up by Accounts  
SIMONOFF, PEYSER & 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	33,628.69	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		150,706.37
		690,757.17

LIABILITIES

Capital Stock issued.	622,255.00	
Subscriptions to Capital Stock	67,050.00	
	689,305.00	
Less Deficit	208,938.38	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	7,532.50	
Loans Payable	3,715.00	50,853.30

Unadjusted Credits.

Commissions. Stock Salesmen	36,185.93	
Simmons	678.93	
S.S. Yarmouth Mortgage	28,150.00	65,013.86
		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, Commandant 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 125 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 \$50,000. 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, Macmill & 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 GARVEY) 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>8,046.74</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 "Fireage charter of Yarmouth" and check stub #1766 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.

<u>Expense.</u>	<u>Year ending</u> <u>JUNE 30, 1920.</u>	<u>Year ending</u> <u>JUNE 30, 1921.</u>	<u>Period ending entire</u> <u>Jan. 5, 1922. Period.</u>	<u>Total</u>
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	6,025.41	-	34,518.82
Supplies & Provisions	16,118.21	4,697.79	-	20,816.00
Port, Pilot, Towing, Wharf	7,799.47	998.39	-	8,797.86
Insurance	7,741.66	4,042.50	-	11,784.16
Claims, Libels, etc.	6,613.82	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

#### 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.

	Period ending JUNE 30, 1920.	Year ending JUNE 30, 1921.	Period ending JAN. 5, 1922.	Total entire Period.
Expense.	\$8,120.29	\$8,946.45	\$ 75.00	\$17,141.73
Income	2,882.63	3,306.67	-	6,189.30
Operating Loss	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 payable 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 #1650, 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).....	9,812.06
	<u>\$76,699.45</u>

On the purchase price the following payments were made:

April 24, 1920.....	5,000.00
May 25 .....	10,000.00
By Cash .....	15,000.00
By Notes .....	45,000.00
	<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.....	\$3000.
" 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.

\$46,500.

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.</u> <u>DEC. 31/ 21.</u>	<u>Total</u> <u>Entire</u> <u>Period.</u>
Repairs (A)	-	-	\$57,790.08	\$ 200.00	\$57,990.08
Wages	\$ 1,883.37	\$ 3,531.74	19,049.87	6,188.81	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	345.25	-	6,480.00	3,000.00	9,825.25
Miscellaneous	164.43	222.00	1,606.38	1,257.89	3,250.70
(B)	\$ 4,050.83	8,572.90	109,105.46	12,201.92	133,941.11
<u>Income.</u>					
Freight	-	133.08	-	-	133.08
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

Notes: (A) Repairs to September 8, 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.

#### 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 16,

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 #4080-A dated March 21, 1921, to New York Ship Exchange for \$1200. in "payment on new ship Hong Kong";  
The Third, on check stub #4146-A 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, as 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-A 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 Mr. 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 \$5,525. 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.M. 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. S. 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 \$35,000. 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 Highburt representing the Baltimore Transatlantic Co. and the New York Ship Exchange and know something of the influence of Mr. Duff, 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. K. 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 (MARCOUS 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. E. 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. L. 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 TOBIAS, 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 358, 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:

190-1781-6  
42.

	<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	330.00	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 Fraternity 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 Commissioners 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 worship 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 Interchange 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. Brooks  
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. Toote  
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 .....	5,256.27
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 plan and 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
G. A. McGuire, Chaplain, salary "	104.16
J. D. Brooks, Secretary, " "	125.00
Jas. W. H. Mason, Asst. Reader " "	208.32
C. B. Stewart, High Councillor " "	125.00
J. B. Yearwood, Asst. Sec. " "	83.33
Wilford H. Smith, Counsel Gen. " "	145.88
J. D. Gordon, Asst. Asst. Gen. " "	125.00
J. Willem Ellegor, Comm. Gen. " "	83.33
Jas. Sydney Dehoung, A. I. Leader "	125.00

G.L. Gaines, Min. of Legions, salary 1-15	\$62.50.
Fred A. Toote, Speaker in Con. "	" 62.50
Wm. C. Matthews, Asst. Consul Gen. "	" 125.00
Elio 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. 38) all of the salaries enumerated above are doubled 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.V. 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	3,334.31	
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)	19,802.26	
Dollar Drive for Black Star Line	8,959.11	90,048.90

Expenditures.

Petty Cash expenses for coal, gas, telephone bills, light, postage, expressage, etc. (2033.40)	5,735.67	
Furniture & fixtures	1,151.00	
Returned checks	3,494.30	
Salaries of officers (17,206.42)	35,819.74	
" " employees (9,740.61)	10,106.00	
Travelling expenses (10,872.19)	5,346.39	
Printing, Stationery and adv.	9,930.56	
Cost of supplies	4,956.37	
Loans to E. 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	1,259.00	
Refund Black Star Acct. Dollar Drive	5,000.00	87,665.57 (A)
Balance in Bank July 30th.		2,333.33

Construction Loan.

Notes sold	137,453.22	
Expenses.	6,992.36	144,450.58

Building Liberia	4,000.00
Exmill Equipment	4,462.42
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.B. stock	54,440.00	
Purchase Acct. Negro World good will	45,855.20	135,920.24 (B)
Balance in Bank		8,530.34

Condensed Statement of Receipts and Expenditures.

General Receipts	90,048.90	
Sales of Bonds	144,450.58	234,499.48

Expenditures.

General Expenses	87,665.57	
Construction Funds	144,450.58	232,116.15
Balance in Bank		10,913.67
Balance current July	2,333.33	
" Acct. 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		223,340.71
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LIABILITIES.

Notes Payable	144,450.53	
Computed interest	6,500.00	150,950.53

Death Tax

Loan U. N. I. A. Special  
Dollar Drive

INTEROVENT ASSOCIATION.

as Our Analysis shows:

Receipts.

3,250.65  
3,545.52  
8,502.88  
16,523.62  
7,460.23  
2,849.61  
1,778.49  
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  
4,653.59  
75,789.11  
  
12,403.53  
9,029.37  
5,356.45  
  
793.89  
3,194.71  
318.61  
1,350.00  
1,315.16

40,440.00  
2,178.90  
439.91  
2,954.01

3,250.87

4,000.00  
4,465.42

4,950.00  
34,780.00  
46,425.00

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

Real Estate

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. The 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 \$20,872.19 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 \$34,440.00 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 \$10,916.67, 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 \$68,827.60, and only \$19,162.80 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 \$100,178.11 - 6

### 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 \$200,000 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,

FLIPE GARCIA.

Indian 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 \$135,250.37 (while they show \$144,450.56) 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 \$4,463.42 for Sawmill, a total of \$55,018.62, leaving \$78,232.25 of bond receipts to be accounted for, while their actual cash balance on July 31 was but \$8,286.41 (not \$10,913.67 as stated). It at once becomes evident that all of the salaries paid to the officers from November, 1920, (\$52,725.16) 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 \$88,695.67 worth of bonds, the \$46,555.20 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 #4233 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 6936 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 \$8,286.41 and adding the amount of checks not yet paid by bank on July 31st of \$1,249.84, 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 \$37,690.82 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 live asset.

It is stated that the item of \$68,664.80 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 \$8,837.30, and only \$1,150.00 have been received, which gives the uncollected balance of \$7,687.30 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 indicates its worthless character then the

arrears	\$68,664.80	and the amount claimed to
have been paid in	<u>1,150.00</u>	
	\$67,514.80	
less Death Grants paid	<u>1,275.00</u>	
	\$66,239.80	

should be charged as a liability in view of General Laws, Article 1, t. 23, relating 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 US 2,390. 18, shows a deficit of \$37,082.43 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,

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Expert Bank Accountant.

New York City, N. Y.,  
October 31, 1922.

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

Sir:

In the case of U. S. vs MARCUS GARVEY, et al, and farther  
to summary report of October 25th 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,  
1922, Mr. Garvey made the following statements under oath (222 CR133  
Vol. 25 No. 1 November, 1922 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 Movement Association.

Q. For what company?

A. The Universal  
the Black

How do

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. N. 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 offer be accepted and that the officers of the company be fully authorized, instructed 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. N. I. A. and U. N. I. (Garvey was present) it was unanimously carried that all loans to the Black Star Line be made on the basis of the following: "No loan shall be made on this proposed transaction." There is no record of this proposed transaction.

At this time, July 30, 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 29, 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	\$ 266.44
17, "	88.00
18, "	262.00
Aug. 16, "	175.00
Dec. 5, "	150.00
May 13, 1920	50.00
June 24, "	50.00
24, "	10.00
Oct. 7, "	18.56
June 30, "	49.00
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. Special, leaving in the final accounting a balance of \$7314.50 due by the Black Star Line, Inc. to the U. N. I. A. Parent Body from which, however, \$3530. should be deducted for the purchase price of office furniture, leaving a net of \$3784.50 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 actually made.

On Jan. 22, 1922, a receipt of \$5000.00 from the Street was authorized to be received for \$10,000. cash.

Also, on Jan. 22, 1922, a balance in the Chelsea Exchange Bank is attached.

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, has 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 \$3,000. 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 #1866 of the Parent Body of the U. M. I. A., bearing date of November 16, 1921, to order of the Black Star Line, bearing the words:

"Balance mortgage 54-56 West 135th Street and purchase price of office furniture"

In the amount of \$9340, signed by Marcus Garvey, President General and C. 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. M. I. A. & A. C. L.,  
54-56 West 135th Street,  
New York City, N.Y., U.S.A.  
C. E. Stewart  
High Chancellor  
U.M.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 it, indeed, Tobias, the Treasurer, as has been shown, blank and turned it back to the Parent Body of the so the Cash Book (Disbursements) page 120, under date of 1921, shows for the

"Disburse of U. M. I. A. Const. Bonds, \$9340.00."

Book of the Parent Body of the U. M. 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. N. 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.

Thus neither the U. N. I. A. Parent Body or the Black Star Line, Inc., having \$9540. in cash, the true nature of the transaction is merely that of book "follies" and as disclosed by the minutes of the Black Star Line, Inc., was merely for the purpose of putting their assets in the property at 44-56 W. 145th Street beyond reach of the creditors, as the concern was bankrupt and had always been so. 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. N. I. A., page 38, under date of November 19, 1920, indicates a loan of \$2000. in cash to the Black Star Line, Inc., but no record is to be found anywhere in the records of the Black Star Line, Inc., of its receipt.

This amount was paid of check 1554 dated November 19, 1920, of the Parent Body of the U. N. I. A., on the Chelsea Exchange Bank to order of cash in the amount of \$2000.00, signed by Marcus Garvey, President General and C. E. Stewart, Chancellor, without endorsement and was paid by the Bank, November 20, 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 4, which Garvey alone was authorized to negotiate.

Respectfully,

RECEIVED

November 1, 1922

Mr. Wm. B. Harrison,  
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 a copy  
of the report of the investigation of the U. S. Customs  
Station at New York City, N. Y., and also, your association,  
The U. S. Customs Station, N. Y.

Very truly yours,



Director.

Oct. 20 th  
New York, N.Y. 9.1, 1922. Nov. 1, 1922. James E. Amos.

AND CONTINUED FROM PAGE

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

At New York, N.Y.

Agent interviewed GEORGE HARRIS, #125 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 146th Street. However, Agent has been unable to find DOMINGO in; also HERBERT DELISSER, Kingston, Jamaica, B.W.I. Special Agent in Charge L.W.J. Brennan has written a letter to the Director regarding this individual. The names of THEO. BURELL, 189th Street & 7th Avenue, also ALI DUSE 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 K. 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